



Cherokee County Board of Commissioners WORK SESSION AGENDA

September 23, 2014
3:00 p.m. | Cherokee Hall

1. FY2015 Proposed Budget Summary by Janelle Funk.
2. Discussion of Regular Agenda Items.

ADJOURN

Executive Session to Follow



Cherokee County Board of Commissioners

2015 PROPOSED BUDGET SUMMARY





2015 Budget – Review Tools



- 2015 Budget Overview – 80 Page Summary
 - Includes review of major funds, review of significant expenditures, headcount summary, revenue assumptions, and glossary of all funds



- 2015 Budget Book
 - Includes Operating Statements, Department Purpose Statements, and Headcount Reports for Each Department/Fund



- Both posted to County Website September 9, 2014



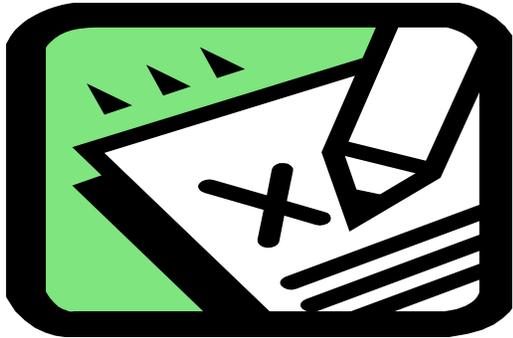
- Hard Copy Available for Public Review – See County Clerk



2015 Budget – Two Important Dates



1. Public Hearing on September 23, 2014 at 6 pm to Solicit Public Feedback



2. BOC to Consider Adopting FY2015 Budget on October 7, 2014 at 6 pm

**Both meetings will be held in Cherokee Hall at
1130 Bluffs Parkway Canton, GA 30114**



2015 Budget Summary

- Total County-Wide Budget Summary
- Review True Availability of Funds
- General Fund Overview
- How Property Tax Dollars Are Spent
- Review of Significant Operating Funds
- Review of Capital Funds
- Headcount/Personnel Overview
- One-Time/Limited Funding Sources



County Wide Summary Expenditures & Transfers

(\$ Millions)

BUDGETS	2014	2015
Expenditures & Transfers	\$174.2	\$190.9
2015 v 2014 Increase %		9.5%
2015 v 2014 Increase		\$16.6

HIGHLIGHTS

Operating Increase:\$8.2M

- Salary Adjustments \$4.7M
- 34 New Employees \$1.4M
- Healthclaim Costs \$2.2M
- Defined Benefits (\$0.5M)
- Various Other \$0.4M

Capital Increase:\$9.1M

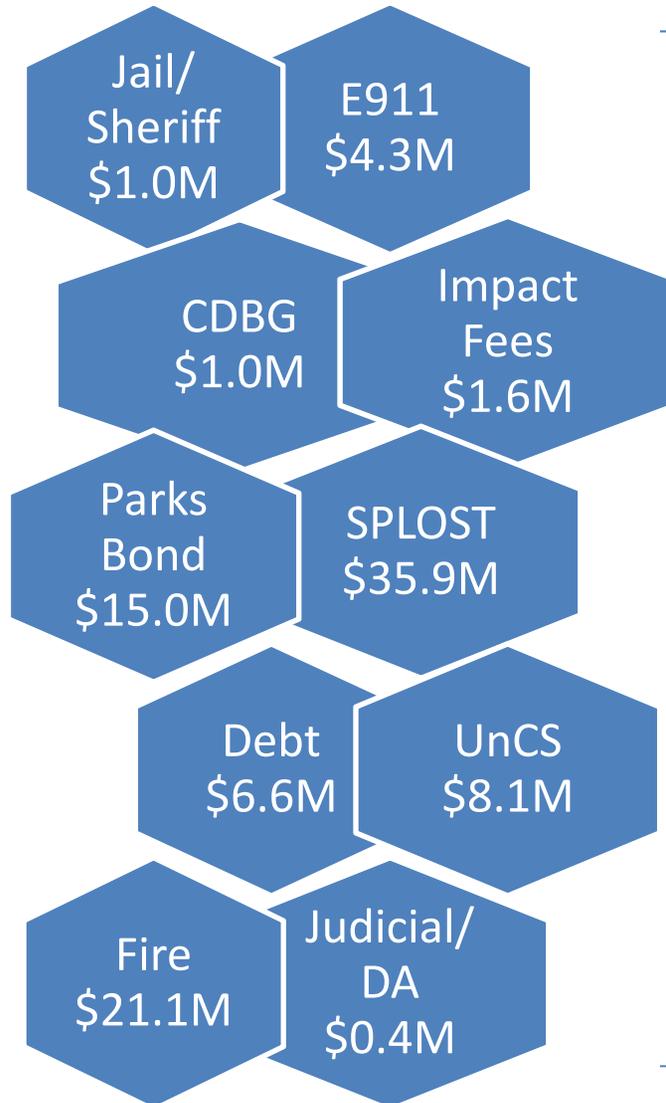
- Impact Fees: \$0.3M
- SPLOST Projects: \$1.9M
- Parks Bond: \$5.4M
- Debt Service: \$1.5M

Transfers Decrease: (\$0.7M)

- UnCS Reserve: (\$1.5M)
- RRDA: (\$0.4)
- EMS: \$1.0M
- Various Others +0.2M



Of the \$190.9M - What is Truly Available?

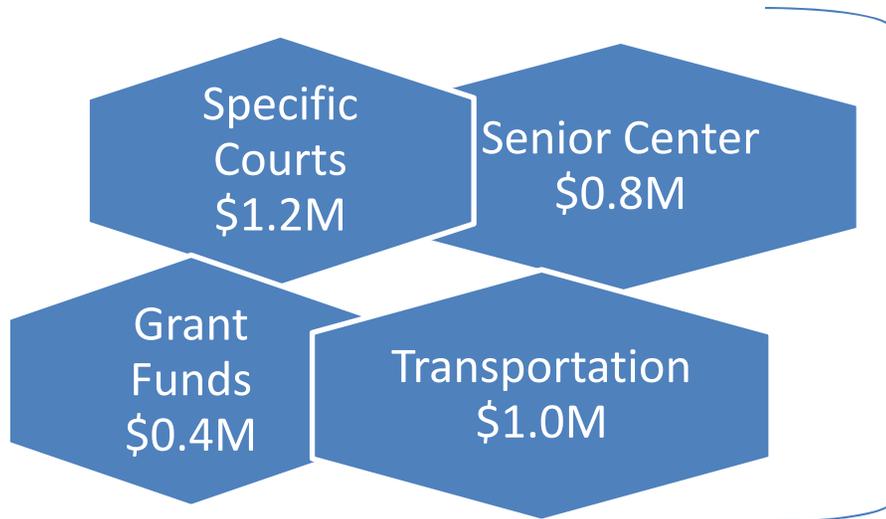


Some Funds Are
100% Legally
Restricted for a
Specific Purpose

Total Budget: \$190.9
Legally Restricted: \$(94.9)
Remaining: \$96.0



Of the \$190.9M - What is Truly Available?



Some Funds Are
Partially Restricted
for a Specific Purpose
& Supported By Their
Own User Fees

Total Budget: \$190.9
Legally Restricted: \$(94.9)
Partially Restricted/Own Fees: \$(3.3)
Remaining \$92.7



Of the \$190.9M - What is Truly Available?

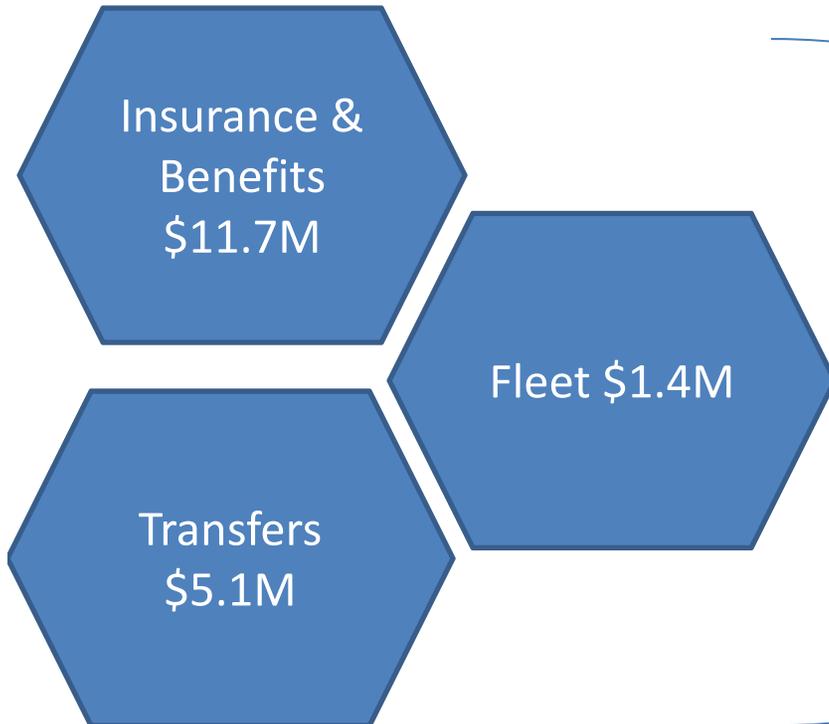


Some Funds Represent
a Legal Obligation for
Payment

Total Budget: \$190.9
Legally Restricted: \$(94.9)
Partially Restricted/Own Fees: \$(3.3)
Legal Obligation: \$(1.3)
Remaining: \$91.4



Of the \$190.9M - What is Truly Available?

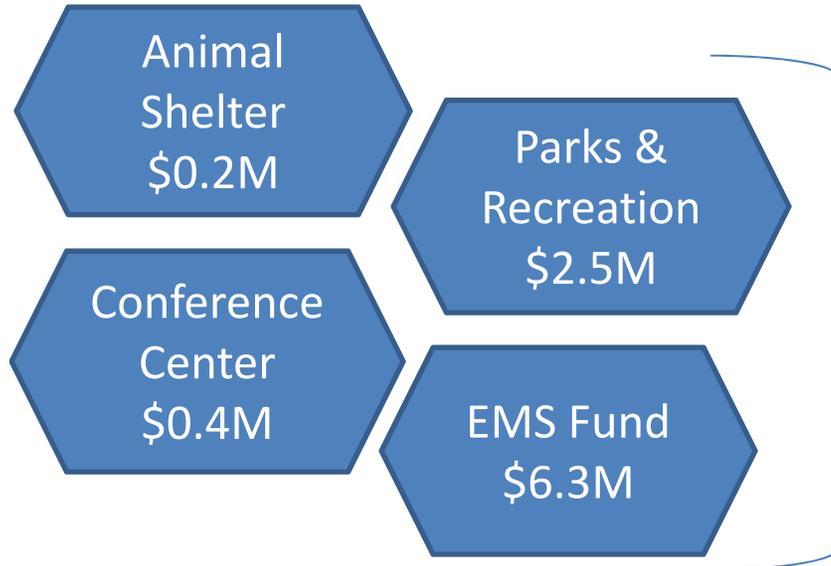


Internal Service
Funds & Transfers are
Consolidated in the
Combined Summary

Total Budget: \$190.9
Legally Restricted: \$(94.9)
Partially Restricted/Own Fees: \$(3.3)
Legal Obligation: \$(1.3)
ISF & Transfers: \$(18.2)
Remaining: \$73.2



Of the \$190.9M - What is Truly Available?



If Unrestricted Funds Were Eliminated We Would Not Have the User Fee Revenue

Total Budget: \$190.9

Legally Restricted: \$(94.9)

Partially Restricted/Own Fees: \$(3.3)

Legal Obligation: \$(1.3)

ISF & Transfers: \$(18.2)

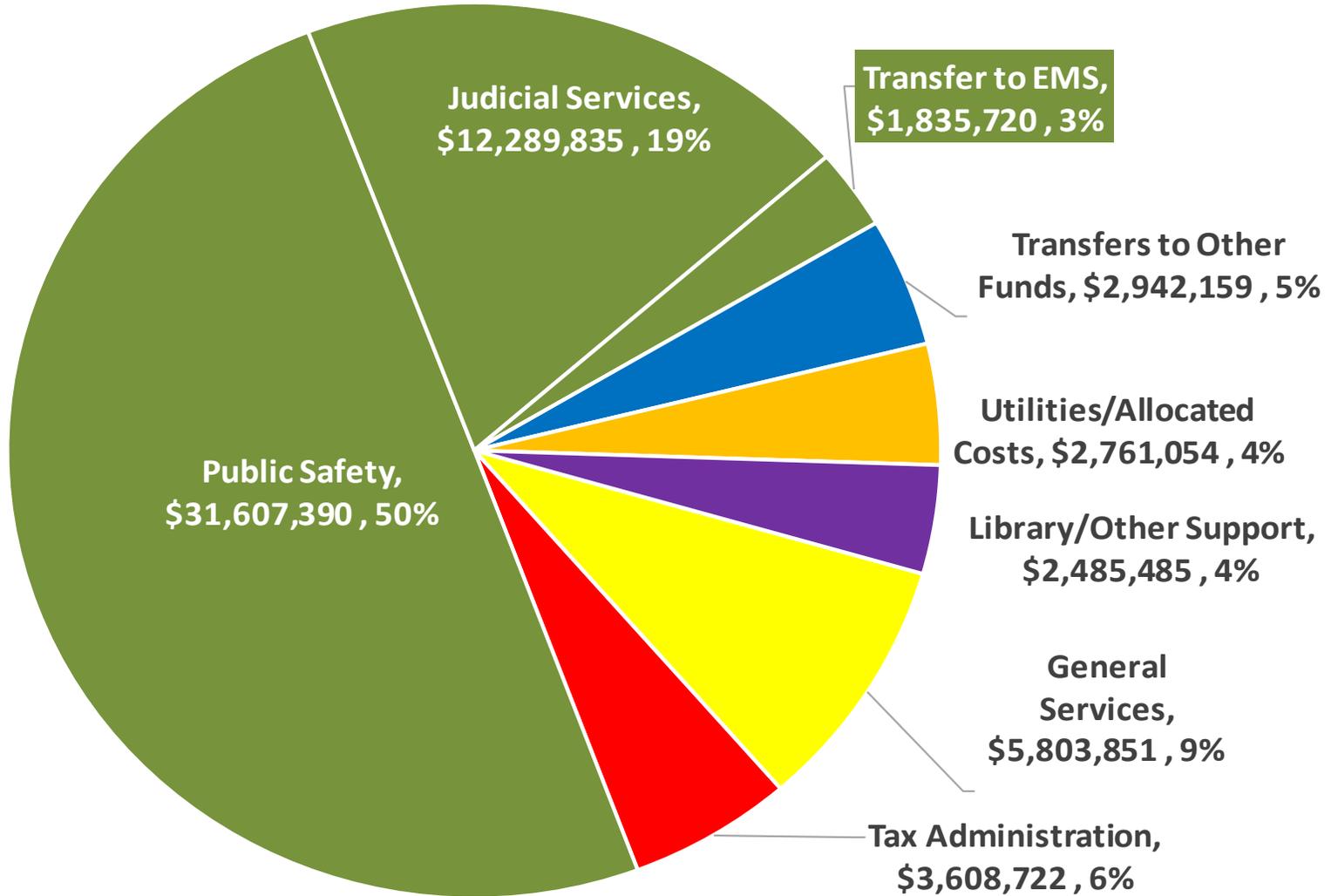
Own Fees Of Other Funds: \$(9.4)

Remaining, No Restrictions on Spending: \$63.8



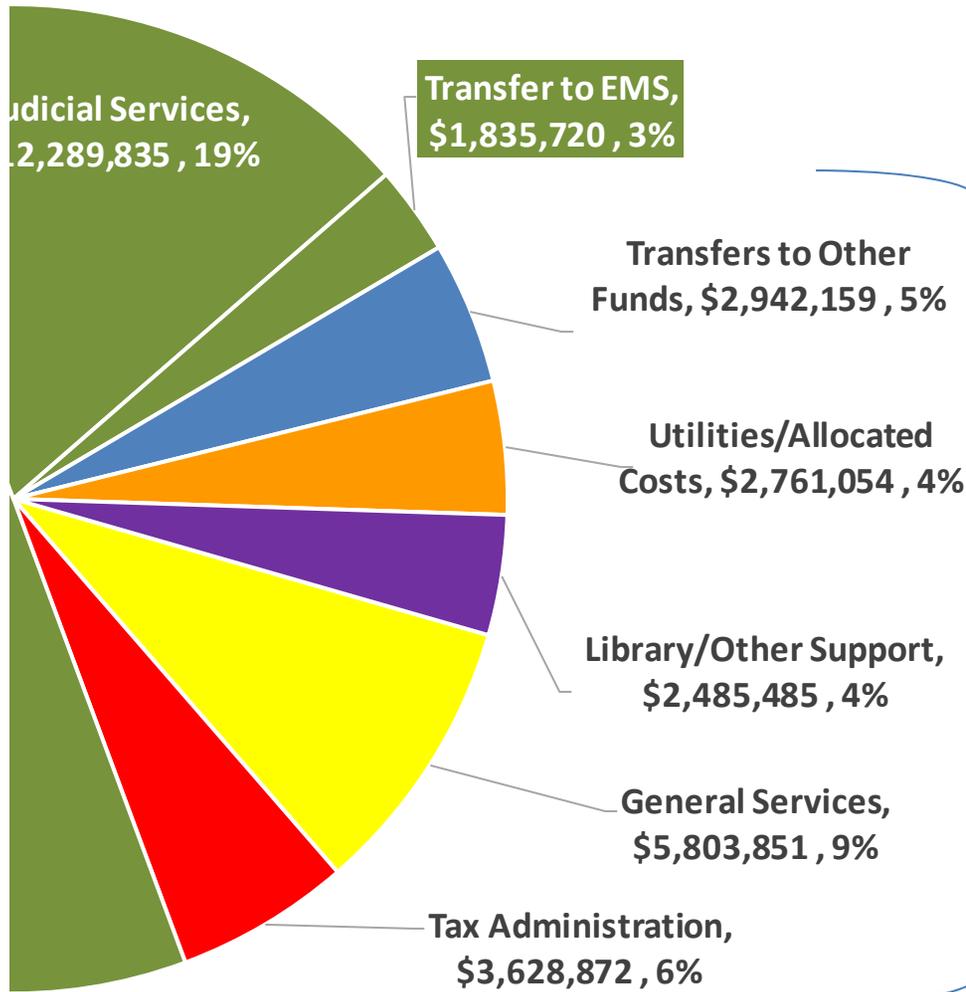
General Fund by Organization

- Total General Fund = \$63.3M
- Public Safety & Judicial Services Comprise 72% of the General Fund
- The Cost = \$45.7M





Non-Public Safety General Fund



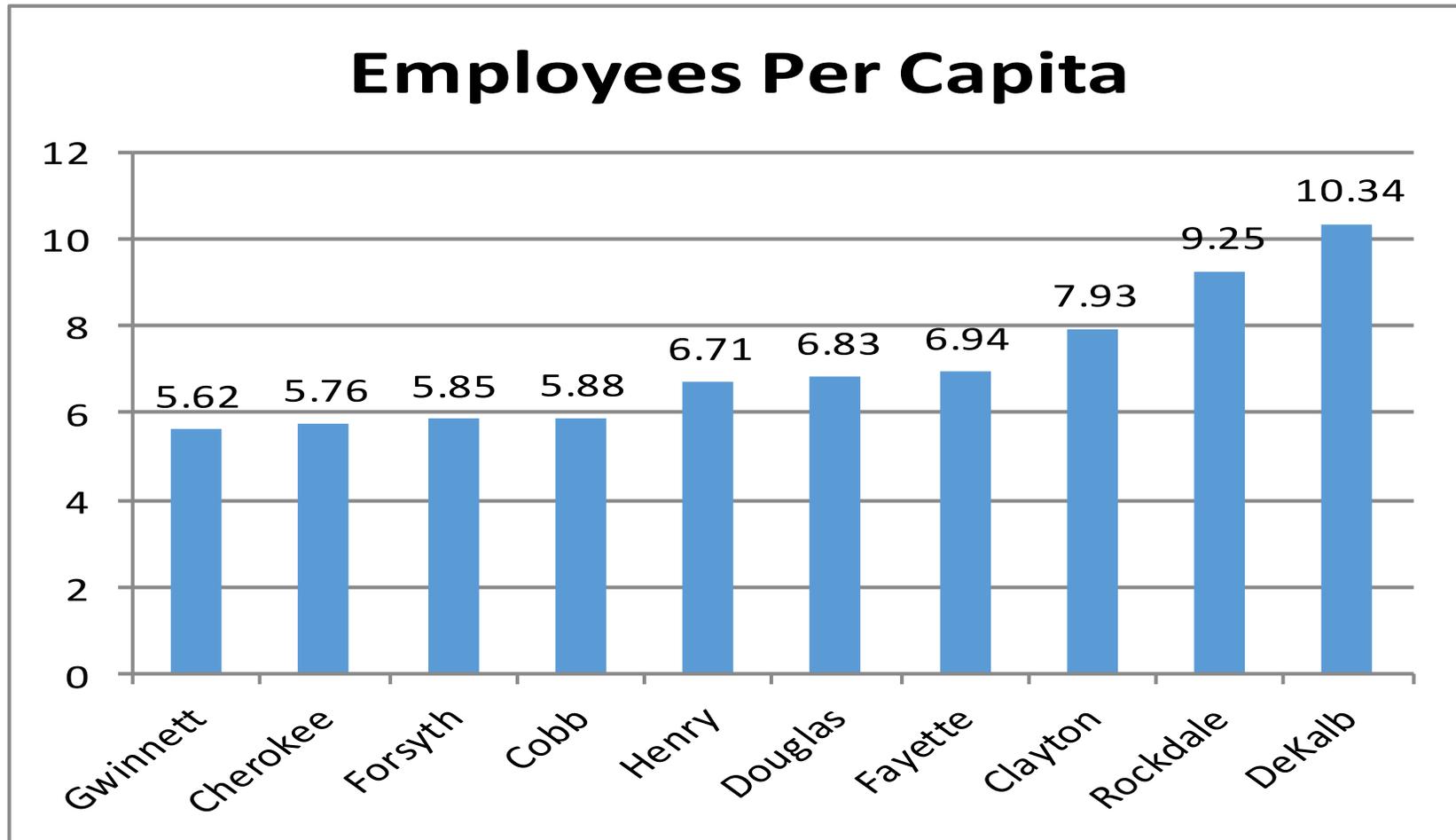
General Fund: \$63.3
Less Public Safety: \$(45.7)
 Remaining: \$17.6
 Salary Adjustment: \$4.7
 = 27%

BOTTOM LINE:

- Trying to fund the salary adjustment with non-public safety available funds would require a 27% cut
- Some costs are fairly difficult to influence – Utilities, Insurance, Workers Comp, etc.
- The remaining costs are primarily personnel – and we already have one of the lowest headcounts in the metro Atlanta area...



Headcount – County Comparison

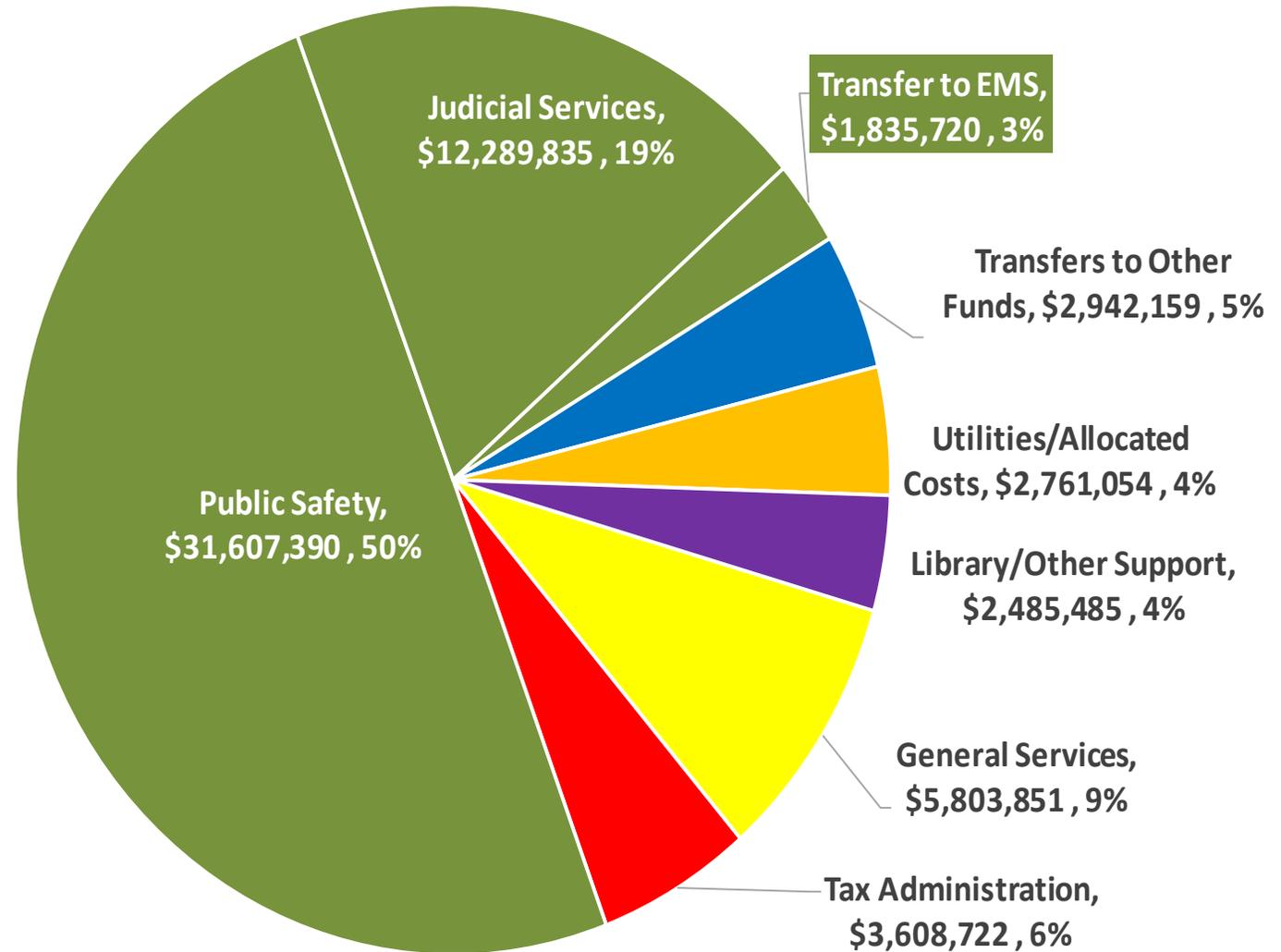


- Fulton excluded because they only report FT employees rather than FTEs
- All other Counties presented with 2013 Data (from CAFRs) – potential new headcount is not reflected



General Fund by Organization

- General M&O taxes are recorded in the General Fund to cover these costs.
- The total General M&O tax levy is \$42.7M



How do the costs in the General Fund impact the average homeowner?



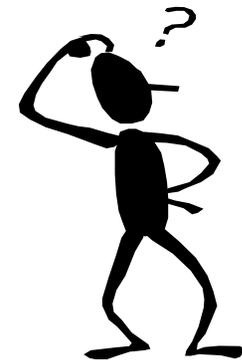
Your Tax Dollars



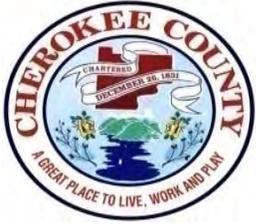
For an average homeowner in a house assessed at \$182,000:

Summary of Total Tax Bill	2013 Rates	2014 Rates	Change
General Fund	\$393.10	\$388.36	(\$4.75)
Fire Fund	\$245.55	\$250.14	\$4.59
Parks Bond	\$56.49	\$54.16	(\$2.33)
Total County Portion	\$695.15	\$692.66	(\$2.49)
School Operations	\$1,377.06	\$1,377.06	\$0.00
School Bond	\$29.12	\$0.00	(\$29.12)
Total County Schools	\$1,406.18	\$1,377.06	(\$29.12)
State	\$10.62	\$10.62	\$0.00
Total Tax Bill	\$2,111.95	\$2,080.34	(\$31.61)

How are my tax dollars being spent?



Note: The County portion is only 33% of the total tax bill.



Your Tax Dollars

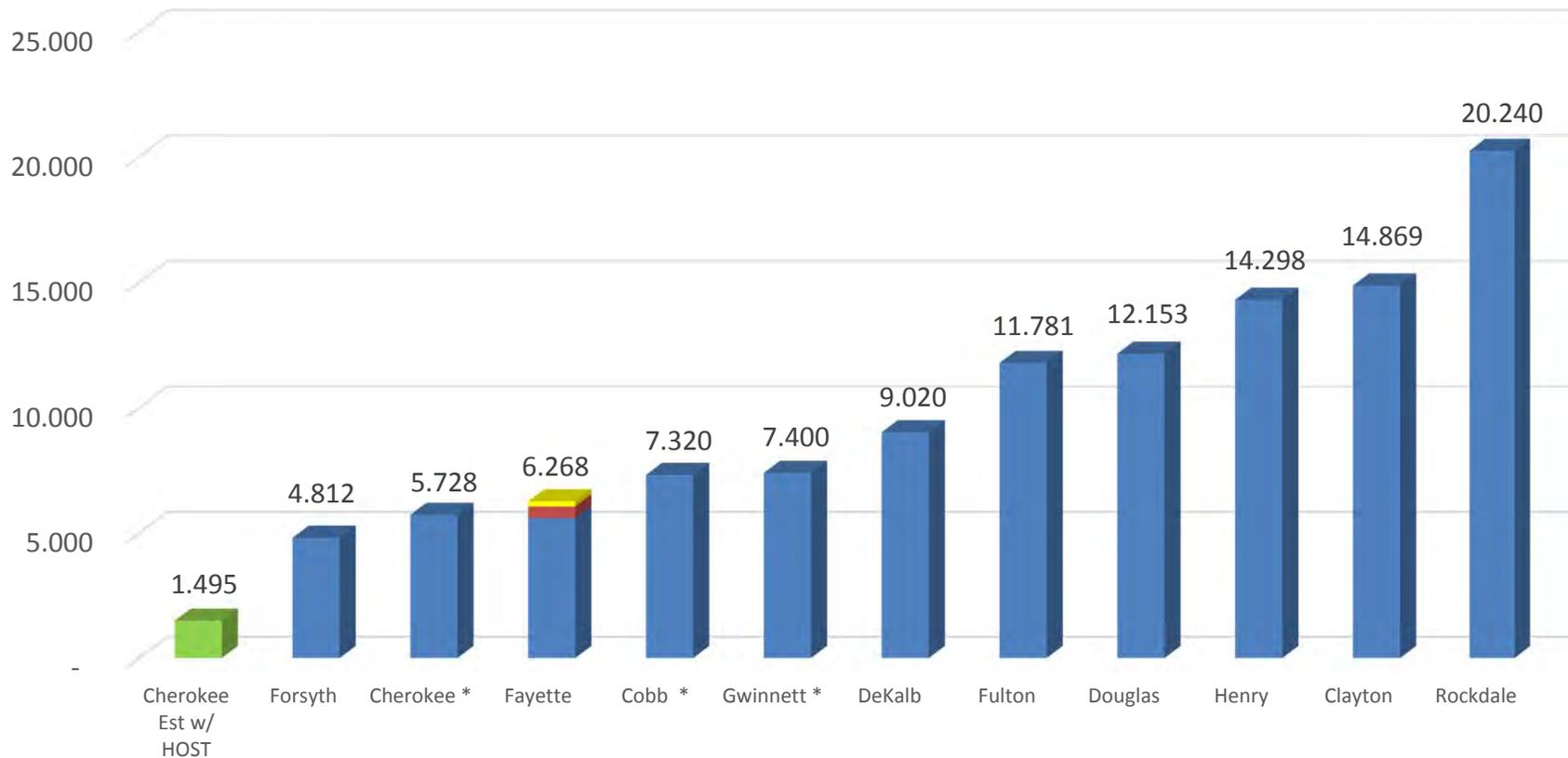


County Service Provided	\$	% of Total
Sheriff Office	\$192.66	50%
Judicial Services	\$75.40	19%
Tax Administration	\$22.26	6%
Utilities/WC	\$17.01	4%
Libraries	\$11.64	3%
Transfer to Emergency Medical Services	\$11.26	3%
Information Technology	\$10.69	3%
General Administration	\$7.92	2%
Property Management	\$6.99	2%
RRDA Debt Service	\$5.79	1%
Transfer to Parks and Recreation	\$5.55	1%
Finance & Procurement	\$4.88	1%
Elections	\$4.25	1%
Transfer to Senior Services	\$2.72	1%
Community/Youth Services	\$2.57	1%
Transfer to Animal Shelter	\$2.24	1%
Health & Human Services	\$1.95	1%
Transfer to Transportation	\$1.25	0%
Coroner	\$0.94	0%
Economic Development	\$0.40	0%
Total Tax Bill	\$388.36	100%

How does this compare to other counties...



2014 General M&O Millage Rates in the Metro-Atlanta Area

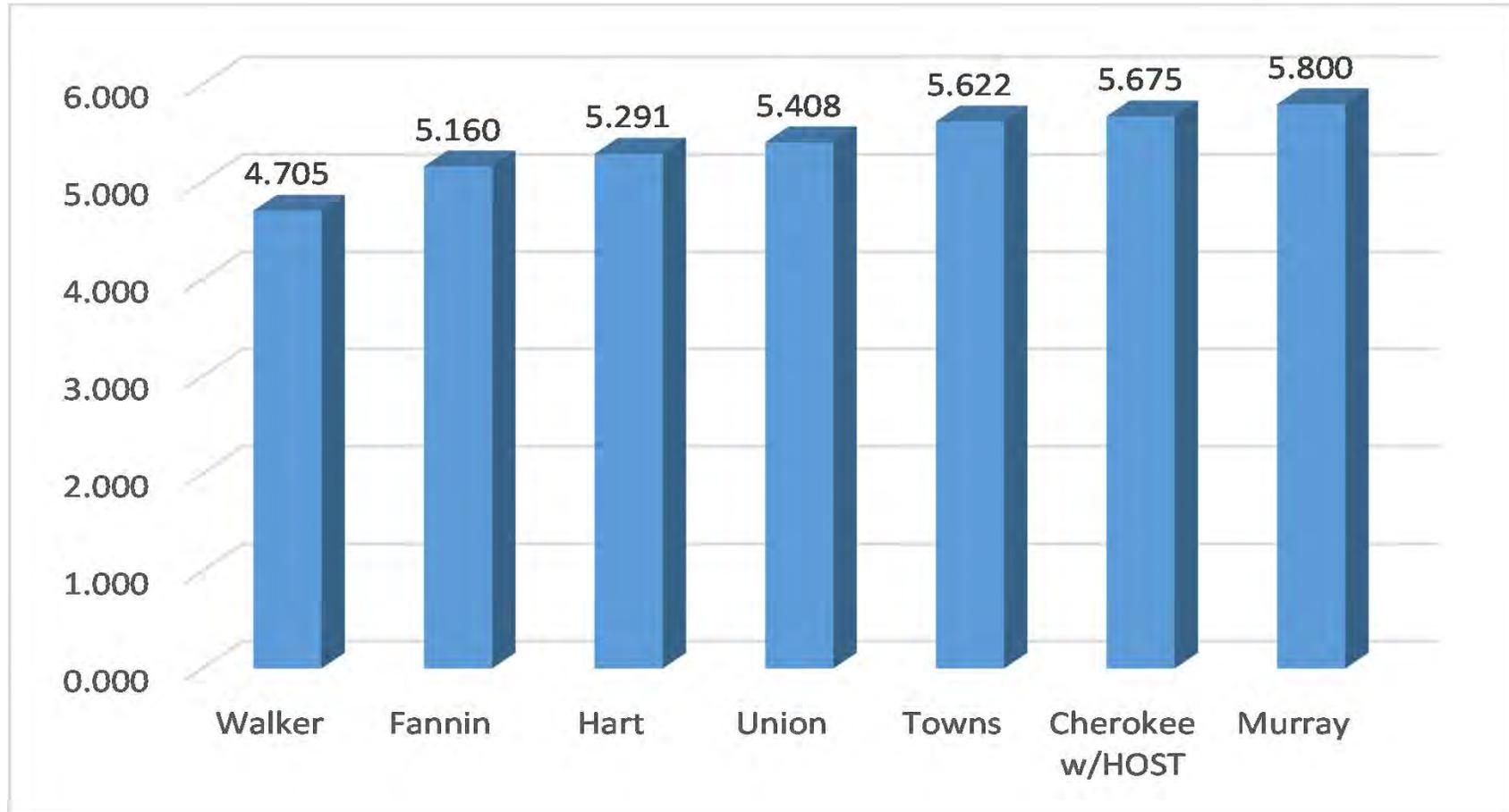


* These counties are the only 3 of 159 counties in Georgia not using a sales tax to offset property taxes.

- Cherokee County has the second lowest General M&O Rate in the metro-Atlanta area.
- If Cherokee County had a HOST in place, our combined county millage rate would be the sixth lowest in the state.



Combined Millage Rate Comparison if Cherokee County Had a HOST



If Cherokee County had a HOST, the combined County Millage Rate would be the 6th lowest in the state. In addition, the other counties have much smaller populations/different level of service requirements.



ORIGINAL SLIDE FROM MILLAGE RATE PROCESS



General Fund Expenditures

Zero-Based Budget Expenditures (Work-in-Process)

	FY2014	FY2015	Var \$	Var %
General Services	5,896,229	5,805,885	(90,344)	-2%
Tax Administration	3,444,075	3,592,831	148,756	4%
Public Safety	29,237,402	29,636,444	399,042	1%
Judicial Services	11,948,161	12,187,254	239,093	2%
Library/Other	2,573,360	2,454,656	(118,704)	-5%
Transfers to Other Funds	5,348,352	4,147,186	(1,201,166)	-22%
Utilities/Allocated Costs	2,640,324	2,761,054	120,730	5%
Total	61,087,903	60,585,310	(502,593)	-1%

Variance Explanations:

- General Services – Reduced County Attorney Costs
- Tax Admin – 3 New Employees for Tax Assessor to Manage Growth in County
- Public Safety – 7 New Deputies to Address Jail Overcrowding
- Judicial Services – Increases in Indigent Defense, Superior Court and DA Office
- Library/Other – Reduced Economic Development Costs for Airport Lease
- Transfers – No Transfer to UnCS Fund Budgeted in FY2015, EMS & Animal Shelter Transfers Increased
- Utilities/Allocated – Custodial Increase/Workers Comp
- No COLA Increase

VERSION 07.25.2014

19



UPDATED AFTER MILLAGE RATE PROCESS



General Fund Expenditures

Zero-Based Budget Expenditures (Work-in-Process)

	FY2014	FY2015	Var \$	Var %
General Services	5,896,229	5,803,851	(92,378)	-2%
Tax Administration	3,444,075	3,608,722	164,647	5%
Public Safety	29,237,402	31,607,390	2,369,988	8%
Judicial Services	11,948,161	12,289,835	341,674	3%
Library/Other	2,573,360	2,485,485	(87,875)	-3%
Transfers to Other Funds	5,348,352	4,777,879	(570,473)	-11%
Utilities/Allocated Costs	2,651,754	2,761,054	109,300	4%
Total	61,099,333	63,334,216	2,234,883	4%

Changes Since Millage Rate \$2.7M:

- Risk for healthcare claims built in +\$234k
- Salary Adjustment (includes Library) +\$2.4M
- Reduction of DB Expense due to credit utilization (\$500k)
- 4 deputies to address new growth in SW county 7/1/2015 +\$50k
- Increase in Transfers to other funds for salary adjustments and additional EMS Funding +\$630k



General Fund

(\$millions)

BUDGETS	2014	2015
Expenditures & Transfers	\$61.1	\$63.3
2015 v 2014 Increase %		3.7%
2015 v 2014 Increase \$		\$2.23



Significant drivers of \$2.23M, or 3.7% increase:

- 2% COLA/10% Public Safety salary adjustment +\$2.4M
- Use of Pension Credit (\$0.5M)
- 17 new positions +\$0.7M
 - 3 Appraisers in Tax Assessor Office
 - 2 Investigators and 1 Assistant DA in District Attorney Office
 - 11 Deputies in the Sheriff Office
- Additional health insurance charged to depts for increased costs +\$0.2M
- Increase for organizational changes in Judicial Services +\$0.1M
- Decrease in County Attorney Costs (\$0.1M)
- Decrease in Airport Lease (\$0.1M)
- Decrease in Transfers to Other Funds (\$0.6M)



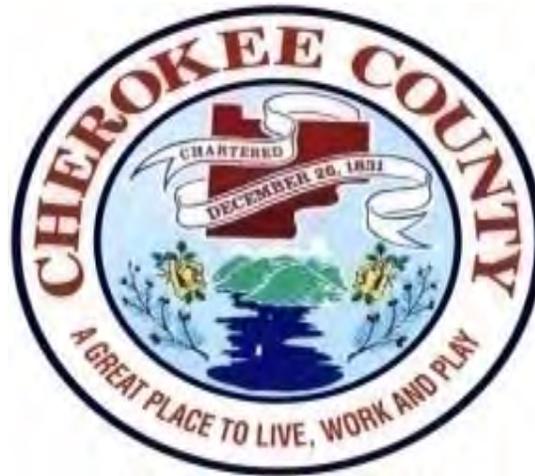
General Fund Transfers



The General Fund provides support to the following funds:

<u>Interfund Transfers</u>	<u>2014</u>	<u>2015</u>	<u>\$ Change</u>	<u>% Change</u>
EMS	809,143	1,835,720	1,026,577	127%
Parks	850,320	903,943	53,623	6%
Transportation	191,195	203,916	12,721	7%
Uninc. Svcs Fund	1,488,041	-	(1,488,041)	-100%
Animal Shelter	232,719	364,737	132,018	57%
Senior Services	412,889	443,163	30,274	7%
RRDA	1,303,856	944,236	(359,620)	-28%
Grant Match	60,189	82,164	21,975	37%
Total	5,348,352	4,777,879	(570,473)	-11%

- EMS Fund: 6 new firefighting positions +\$280k, 10% Salary Adjustment +\$334k, additional health insurance +\$73k, cash shortfall +\$318k
- Animal Shelter Fund: Increase for loss of revenue (landfill) +\$46k, Reorganization changes +\$46k, 2% COLA and additional health insurance +\$23k, additional vet services +\$10k, new travel & training +\$7k
- Senior Services Fund; Parks & Recreation, Transportation, Grant Match: COLA and increased health insurance.
- RRDA Fund: Decreased for expected lease payments from new operator.
- Unincorporated County Services Fund: Transfer in 2014 to UnCS fund to increase fund balance. Not budgeted in 2015.



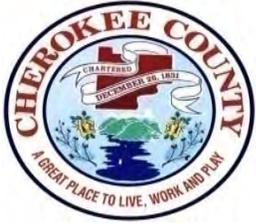
Review of Other Major Operating Funds

2015 BUDGET



County Wide Summary Expenditures - Operations

	2014 Budget	2015 Proposed Budget	Change Increase/ (Decrease)	%
General	55,750,981	58,556,337	2,805,356	5.0%
Fire	18,562,731	21,102,598	2,539,867	13.7%
EMS	7,151,585	8,156,670	1,005,085	14.1%
E911	4,320,843	4,276,460	(44,383)	-1.0%
Unincorporated County Services	7,798,227	8,148,371	350,144	4.5%
Parks & Rec (CRPA)	4,356,125	4,377,119	20,994	0.5%
Insurance & Benefits	10,059,541	11,694,161	1,634,620	16.2%
Senior Services	1,076,059	1,138,909	62,850	5.8%
Animal Shelter	972,339	1,057,985	85,646	8.8%
Transportation	989,767	1,182,459	192,692	19.5%
Fleet Maint	1,396,107	1,423,124	27,017	1.9%
Total Major Operations	112,434,305	121,114,193	8,679,888	7.7%
Total Other Funds	6,163,394	5,656,220	(507,174)	-8.2%
TOTAL OPERATING	118,597,699	126,770,413	8,172,714	6.9%



Fire Fund



(\$millions)

BUDGETS	2014	2015
Expenditures	\$18.6	\$21.1
2015 v 2014 Increase %		13.7%
2015 v 2014 Increase \$		\$2.54

Significant drivers of \$2.54M, or 13.7% increase:

- 8 new positions +\$376k, 6 firefighters, 1 Admin Assistant, 1 Fire Inspector
- 10% Salary Adjustment +\$1.4M
- FAO/Paramedic Increases \$37k
- Fire Fund's Share of Additional Health Insurance Costs +\$225k
- Costs for New Fire Training Facility +\$50k
- Other cost increases related to new positions, higher call volume, and expenditures delayed in prior years +\$274k
- Capital purchases +\$300k

Funding Notes: The Fire District millage rate for 2014 is 3.436, the primary driver of its tax revenue, \$19.0M. In addition, the Fire District receives fire protection revenue from cities in the county of \$1.2M. The Fund will be required to use \$0.9M of its ~\$4.0M available fund balance. The average homeowner pays \$250.14 in annual property taxes to support Fire Services.

Excerpt from 09.05.2014 Version





EMS Fund

(\$millions)

BUDGETS	2014	2015
Expenditures	\$7.2	\$8.2
2015 v 2014 Increase %		14.1%
2015 v 2014 Increase \$		\$1.01

Significant drivers of \$1.0M, or 14.1% increase:

- 6 new firefighting positions to operate an additional ambulance in the south end of the county +\$280k
- More existing employees enrolled in benefits +\$48k
- 10% salary adjustment +\$334k
- Collection rates for ambulance fees were lower than anticipated therefore bad debt expense was increased +\$318k
- Increased health insurance costs +\$25k

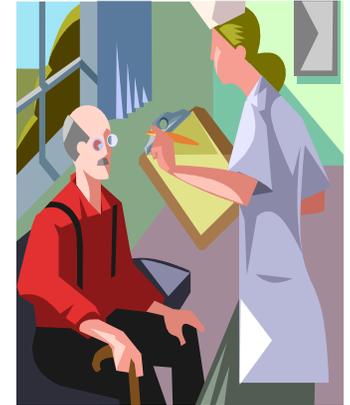
Note: True cash expenses are budgeted to be \$5.3M. The EMS Fund is budgeted to generate enough cash collections to cover 65% of its expenditures. The General Fund provides 35% of this fund's cash requirements.

The average homeowner pays \$11.26 in annual property taxes to support EMS Fund Services.





Insurance & Benefits Fund



(\$millions)

BUDGETS	2014	2015
Expenditures	\$10.1	\$11.7
2015 v 2014 Increase %		16.2%
2015 v 2014 Increase \$		\$1.63

Significant drivers of \$1.63M, or 16.2% increase:

- More Employees Enrolled in 2014 + \$227k
- 30 New FT Employees Expected to Enroll in 2015 + \$417k
- PEPM Costs increased 8% in 2014, expected to increase additional 5% in 2015 + \$1.0M
- Higher Admin Fees (BCBS, Stoploss, ACA) +\$215k
- Removal of CHN Budget/Addition of Wellness Coordinator (\$251k)

Note: The Insurance & Benefits Fund is an Internal Service Fund which recovers its costs from employee contributions and charges collected from each department. Costs that are not recovered are charged to the fund's reserve.



Parks & Recreation Fund



Economic Impact Example

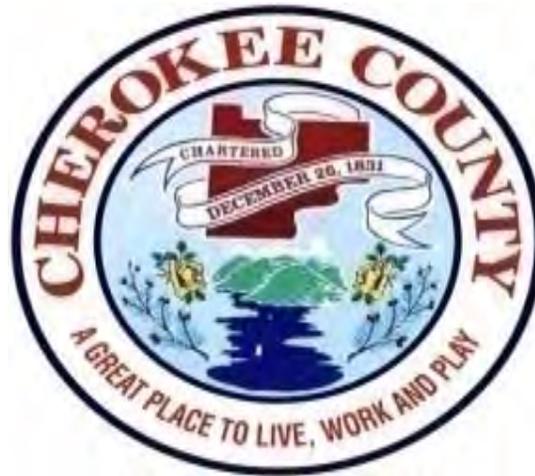
- Atlanta Legacy Showcase Girls Softball Tournament
- Hosted 240 teams & families at Biello, Sequoyah, and Hobgood Parks
- Provides opportunity for college coaches to observe and select potential collegiate athletes.
- Economic Impact Measured by Tournament



Organizers:

- Hotels, Restaurants, Shopping = \$30M (for Cherokee & Cobb)
- Value of Scholarships = \$20M





Review of Capital Funds

2015 BUDGET



County Wide Summary Expenditures - Capital

	2014 Budget	2015 Proposed Budget	Change Increase/ (Decrease)	%
Impact Fees	1,239,633	1,562,040	322,407	26.0%
SPLOST V (2006-2012)	3,614,248	2,394,915	(1,219,333)	-33.7%
SPLOST 2012 (2012-2018)	30,385,318	33,492,017	3,106,699	10.2%
Parks Bond	9,604,800	15,031,043	5,426,243	56.5%
Total Capital Projects	44,843,999	52,480,015	7,636,016	17.0%
Debt Service	5,104,816	6,584,329	1,479,513	29.0%
TOTAL CAPITAL RELATED	49,948,815	59,064,344	9,115,529	18.2%



SPLOST FUNDS

SPLOST V AND SPLOST 2012 combined for comparability

(\$millions)

BUDGETS	2014	2015
Expenditures	\$34.0	\$35.9
2015 v 2014 Increase %		5.6%
2015 v 2014 Increase \$		\$1.89



- **Significant drivers of \$1.89M, or 5.6% increase:**
- Capital funds function much differently than operating funds.
- With SPLOST funding, projects are planned over several years, and revenues are spent as the projects are undertaken/completed.
- Therefore, spending can vary year-to-year depending on the project plan.
- When spending increases or decreases – it is related to the specific projects; it is not a reflection of increased/decreased taxes on residents.
- See next slide for remaining projects and planned spending of reserves.



Library Facilities & Books

\$500k

Carryforward to Future Years \$2.3M



SPLOST V* Spending of Reserves = \$2.4M



Parks & Recreation \$1.0M

- Hobgood Phase II \$1.0M



Fire Department \$124k

- Equipment \$75k
- IT Requirements \$49k

Carryforward to Future Years \$0.9M



Sheriff Office \$282k

- Facilities/Equipment/Vehicles \$282k



Roads & Bridges \$484k

- Projects & Equipment

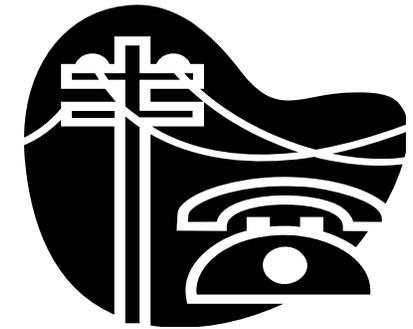
*SPLOST V sales taxes were collected 2006 - 2012



Ambulances \$575k



SPLOST 2012* Spending = \$33.5M



**Emergency
Communication \$325k**



Fire Department \$5.0M

- Stations \$3.0M
- Engines \$1.1M
- Equipment \$915k



Road Construction \$16.7M

Courthouse \$472k

- Expansion \$350k
- Security \$122k



- E911 Equipment \$235k
- Fire Tiburon Systems \$90k



**Law Enforcement
Vehicles \$417k**



**Animal Control Vehicles \$75k
Marshal Patrol \$52k**



Animal Shelter Intake \$1.3M



**Cities Portion \$7.9M
Economic Dev \$640k**

*SPLOST 2012 sales taxes will be collected 2012 – 2018
Project Plan for all years can be found in the Budget Book under the SPLOST tab



PARKS BOND FUND



(\$millions)

BUDGETS	2014	2015
Expenditures	\$9.6	\$15.0
2015 v 2014 Increase %		56.5%
2015 v 2014 Increase \$		\$5.43

- **Significant drivers of \$5.43M, or 56.5% increase:**
- Capital funds function much differently than operating funds.
- Projects are planned over several years, and revenues are spent as the projects are undertaken/completed.
- Therefore, spending can vary year-to-year depending on the project plan.
- When spending increases or decreases – it is related to the specific projects; it is not a reflection of increased/decreased taxes on residents.
- See next slide for remaining projects and planned spending of reserves.

Parks for Cherokee

Parks Bond 2015 Spending = \$15.0M

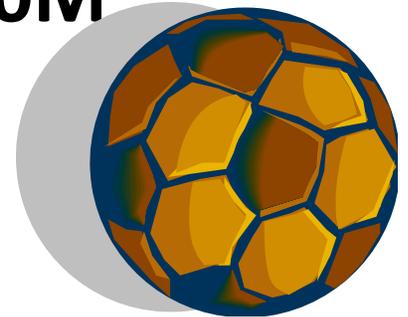


**Project
Mgmt/Admin
\$0.3M**



New County Parks \$8.2M

East \$4.0M
Patriots \$3.2M
Veterans \$0.5M
Land \$0.5M



**Park Equipment
\$0.2M**



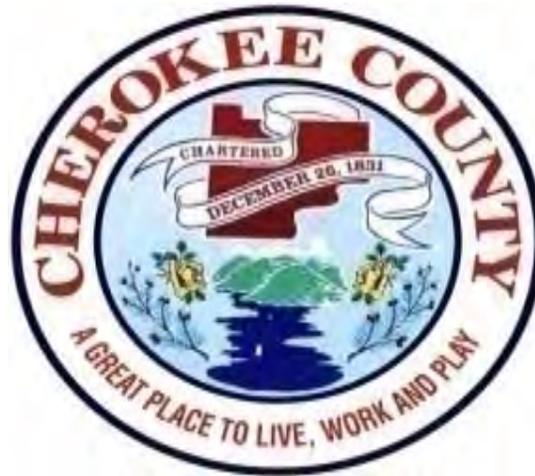
Existing Park Projects \$0.7M

Including: Waleska \$0.1M,
Recreation Center \$0.3M,
Biello \$0.3M



**City Parks & Recreation Projects
\$5.7M**

Including: Canton \$2.7M, Woodstock
\$1.9M, Holly Springs \$1.0M,
Ballground \$0.1M

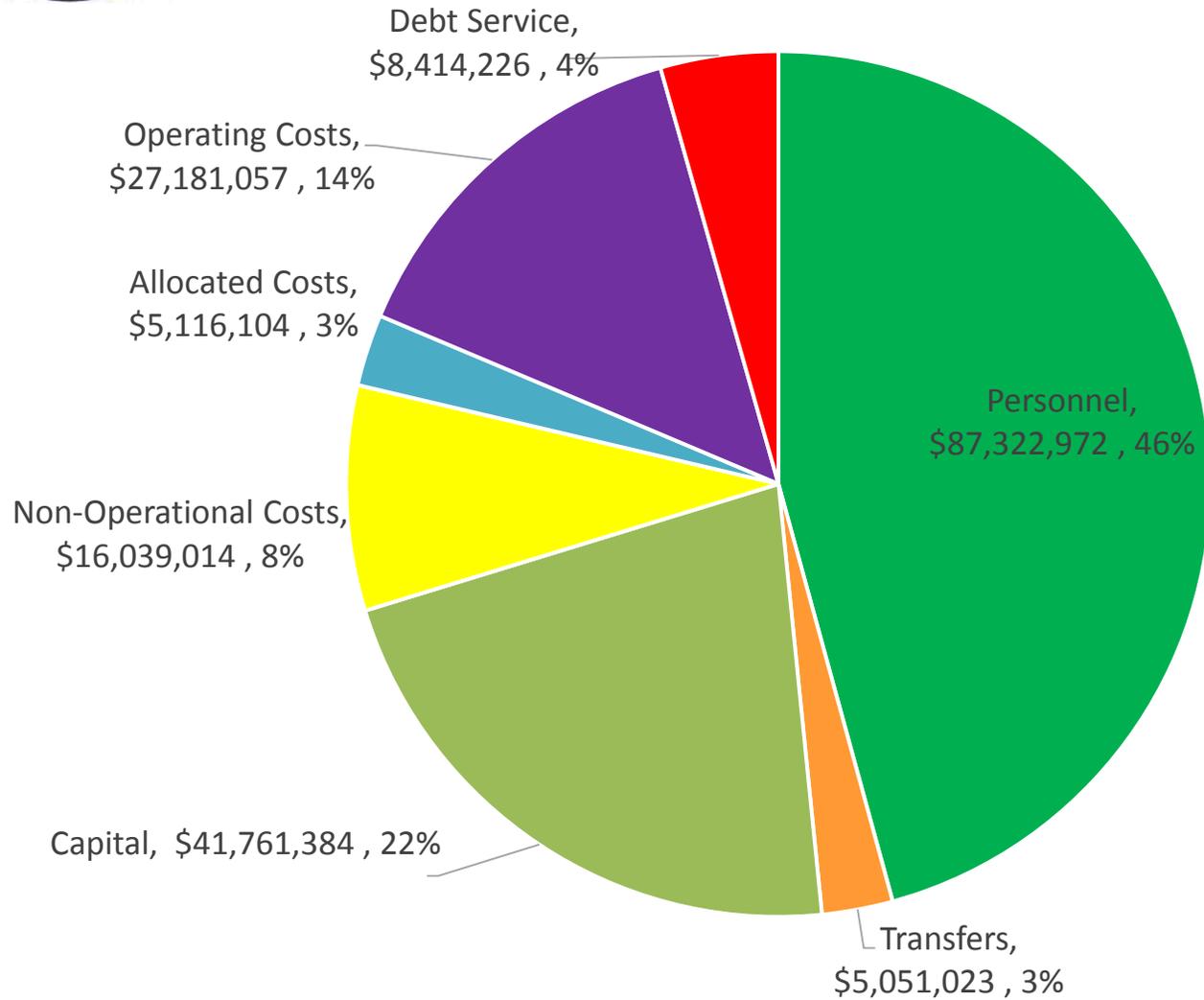


Headcount/Personnel Summary

2015 BUDGET



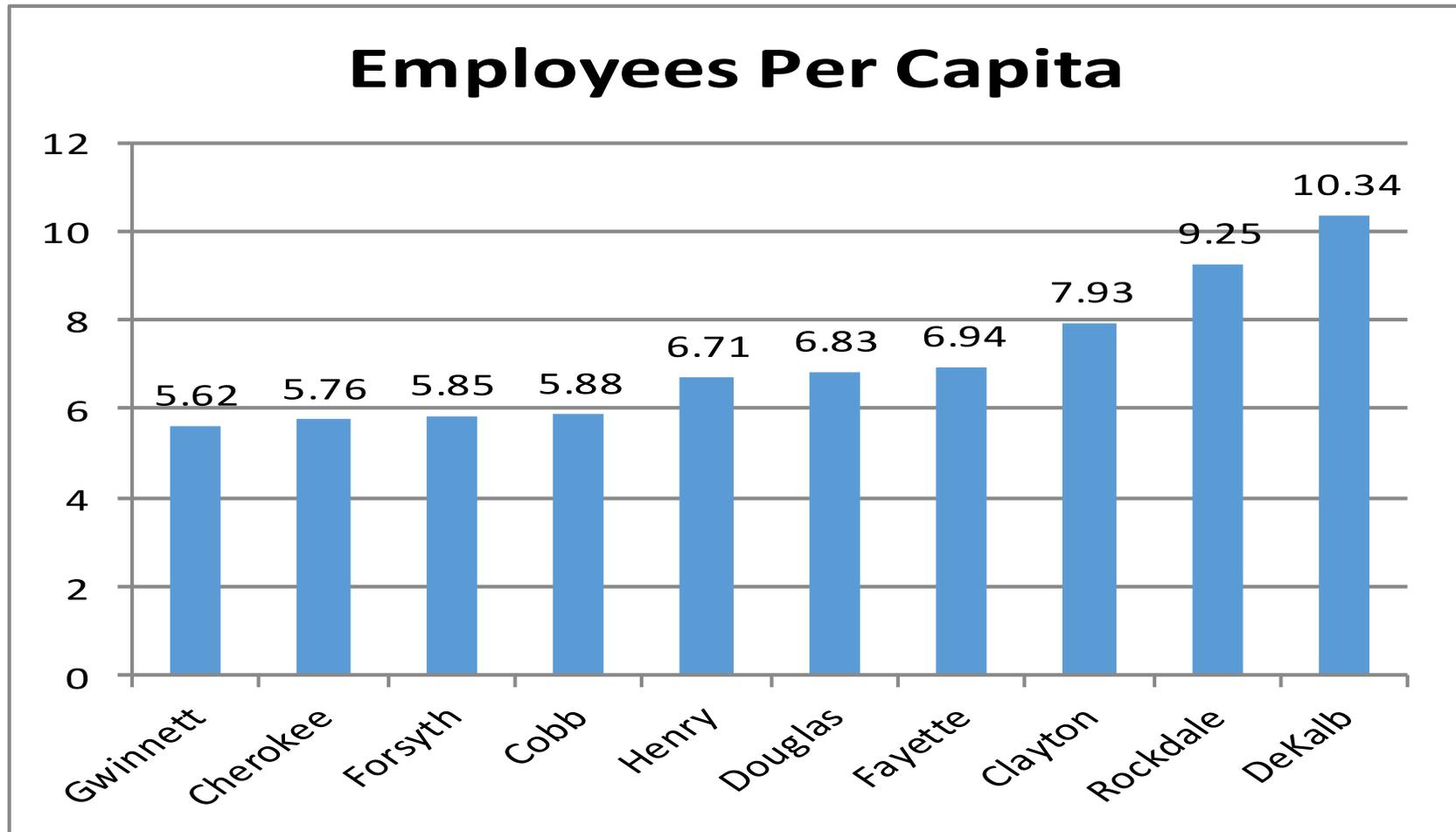
Personnel Costs



46% of Cherokee County's Total Budget is Spent on Personnel



Headcount – County Comparison

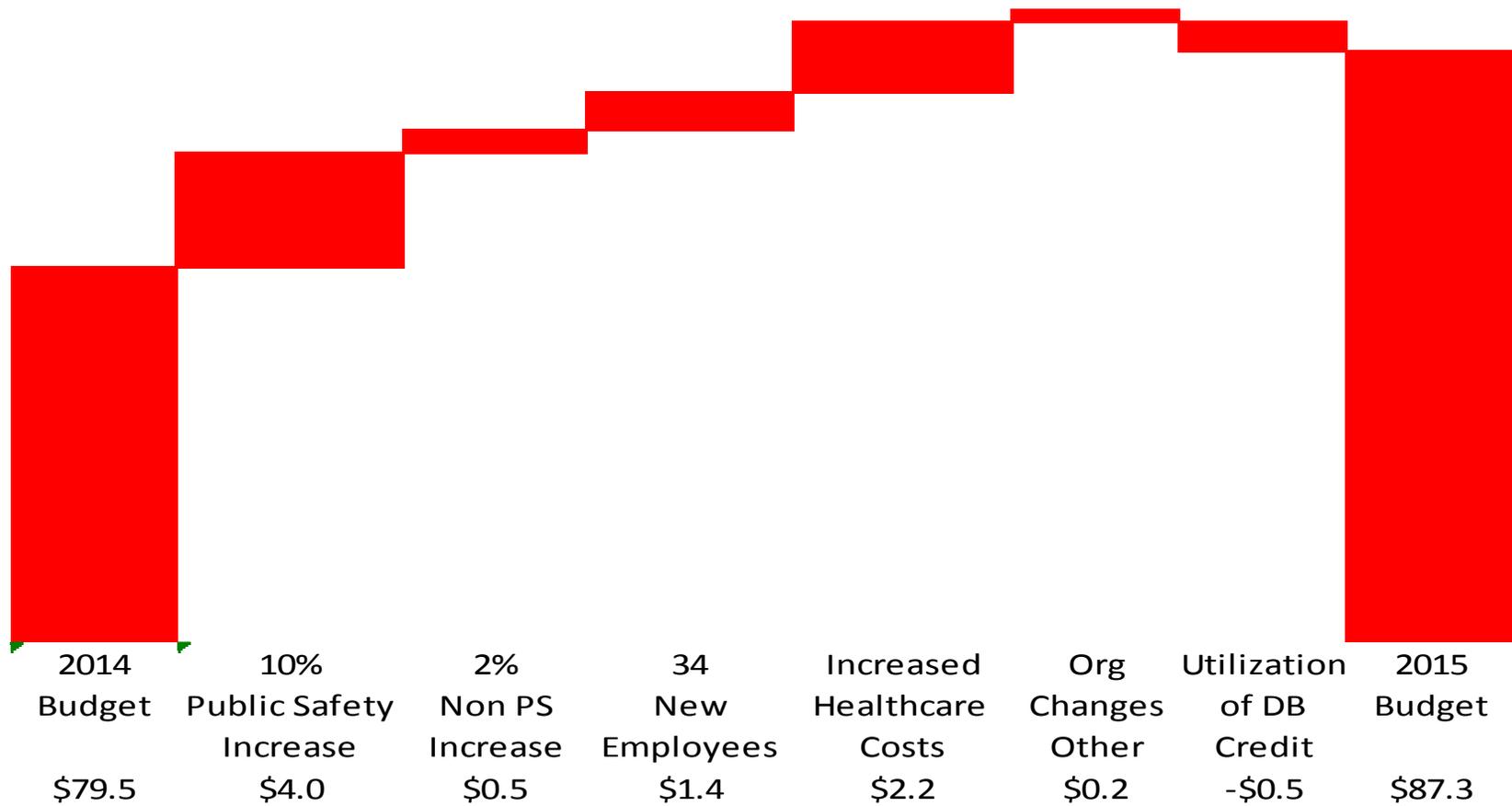


- Fulton excluded because they only report FT employees rather than FTEs
- All other Counties presented with 2013 Data (from CAFRs) – potential new headcount is not reflected



Personnel Costs

Reconciliation of Costs From 2014 Budget to 2015 Budget





Budgeted FT Headcount – Net Changes

38 Full-Time Positions Have Been Added

- 4 Net Added in 2014 After the Budget was Adopted
 - 1 in Senior Services After Eliminating Two PT
 - 1 in Parks Maintenance After Eliminating Two PT
 - 1 Victim/Witness Advocate – Grant Funded, no cost to the County
 - 1 Wellness Program Coordinator – much lower cost than CHN Program
 - 1 Construction Engineer
 - (1) Eliminated Executive Administrative Assistant
- 34 Planned for 2015
 - 7 Deputies to Address Jail Overcrowding
 - 4 Deputies to Serve Oak Grove Area – Growing Area in SW Cherokee County
 - 6 Firefighters to Begin Building Increased Manpower Truck Staffing
 - 6 EMS Employees to Staff an Additional Ambulance in the South End of the County
 - 1 Fire Inspector
 - 1 Administrative Assistant in Fire
 - 3 Appraisers in Tax Assessors Office for New Growth in County
 - 2 Investigators in DA Office
 - 1 Assistant DA
 - 1 Development Inspector in Engineering
 - 1 Mower in Roads and Bridges
 - 1 Truck Driver in Roads and Bridges





Budgeted PT Headcount – Net Changes

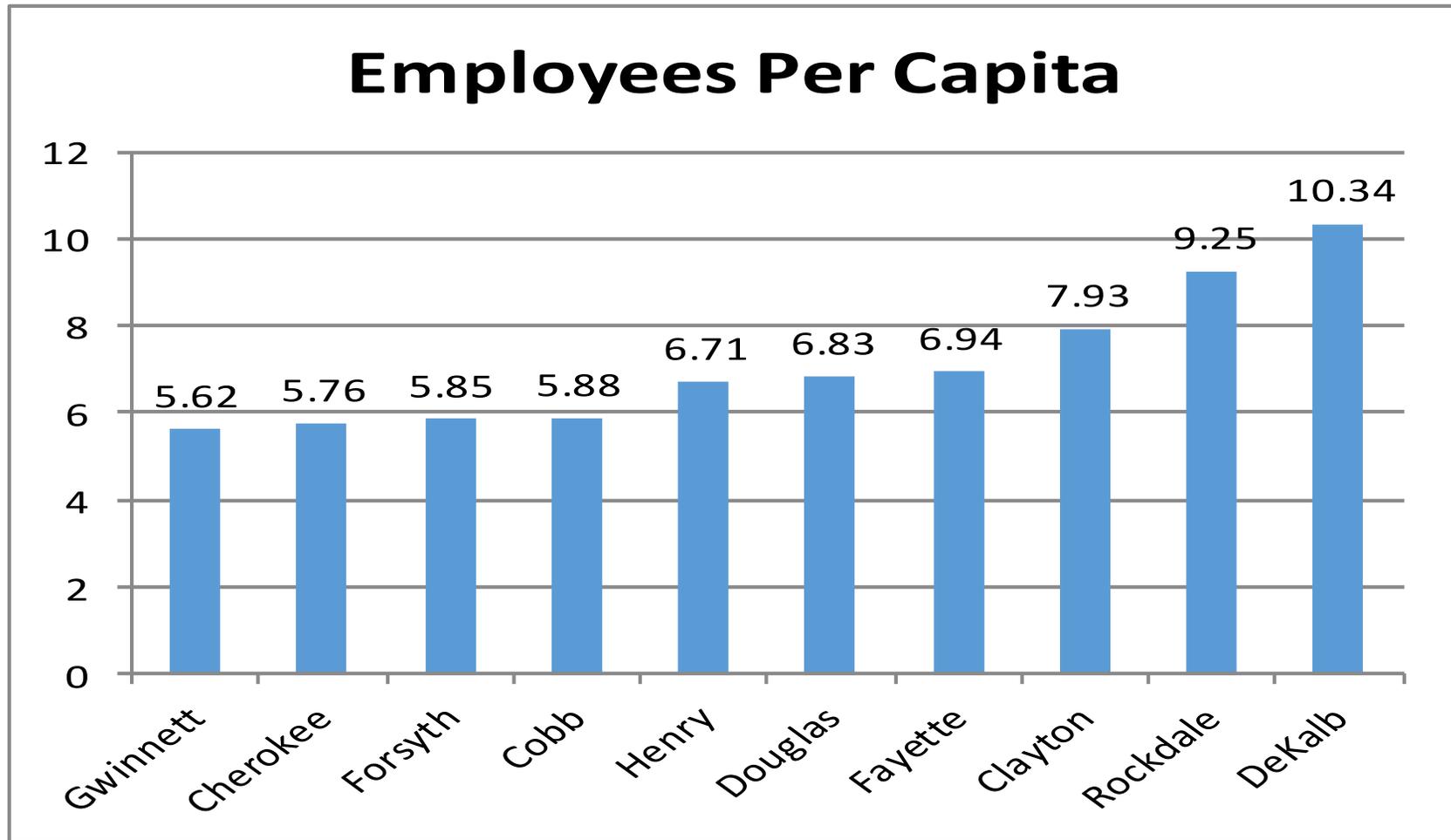
20 Part-Time Positions Have Been Added



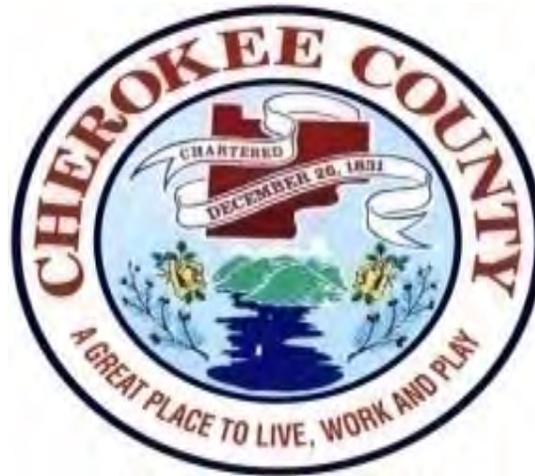
- All Added in 2014 After the Budget Was Adopted
- Did Not Increase Cost to the County – Either Grant Funded, or Position Was Created to Provide More Coverage At Same Cost, or Cost Savings from Other Operating Budget Categories Achieved
 - 2 Aquatic Center Positions Added to Be Covered By Current Payroll Budget – Positions Needed on Permanent Basis for Proper Coverage
 - 1 PT Case Worker Added to DUI Court – Funded by Grants and User Fees, Not Taxes
 - 1 Fire Administrative Services to be Covered with Current Budget
 - 2 Baliffs – Positions Created to Provide More Flexible Coverage at the Same Cost Total Cost (more employees working fewer hours = same cost)
 - 17 Seasonal PT Positions Added to Aquatic Center to Provide More Flexible Coverage at the Same Total Cost (more employees working fewer hours = same cost)
 - 1 Seasonal Intern for the County Manager – Funded by ACCG Grant
 - 7 Seasonal Parks Positions Moved to Permanent Positions to Better Reflect Permanent Staffing Needs
 - (7) Seasonal Parks Positions Moved to Permanent Positions to Better Reflect Permanent Staffing Needs
 - (2) Senior Services Positions Eliminated to Create 1 FT Position
 - (2) Parks Maintenance Positions Eliminated to Create 1 FT Position



Headcount – County Comparison



- Fulton excluded because they only report FT employees rather than FTEs
- All other Counties presented with 2013 Data (from CAFRs) – potential new headcount is not reflected



Revenue Assumptions

2015 BUDGET



Limited Funding Sources

The following one-time/limited funding sources were needed to balance the FY2015 Budget:

- Use of General Fund Reserves \$0.4M
- Use of Fire Fund Reserves \$0.9M
 - Millage Rate Related \$0.4M
 - Higher Healthcare Claims \$0.2M
 - Partial Funding for New Pumper Trucks \$0.3M
- Final Credit Balance in Pension Fund \$0.5M
- Sale of Property for Parks Bond Debt Service Fund \$0.5M
 - Sale of Property = \$2.1M, Original Price = \$1.6M, Excess = \$0.5M



Cherokee County Board of Commissioners AGENDA

September 23, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Bob Alexander with the Pastor Support Network will give 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"

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PRESENTATIONS/PROCLAMATIONS

AMENDMENTS TO AGENDA

1. Add item 2.9 under County Manager: Renewal of Excess Workers' Compensation Policy.

ANNOUNCEMENTS

1. Road Closure: Roscoe Collett Road

The Cherokee County Roads and Bridges Department announces Roscoe Collett Road will be closed from Monday September 22, 2014 at 7:30 am to Friday October 10, 2014 at 5:30 pm for paving from Yellow Creek Road to the Dawson County Line.

Questions regarding the road closure should be directed to the Roads and Bridges Department at 770-345-5842.

2. **Drive-by Flu Shot**

North Georgia Health District will be conducting Drive-by Flu Shot Clinics beginning in October. They will offer the 4-in-1 quadrivalent flu vaccine that protects against four different strains of flu, including two influenza A viruses and two influenza B viruses for \$25. For those 65 and older, Fluzone High-Dose influenza vaccine will be available for \$50.

Cherokee County: Tuesday, October 7th, 7:30 A.M. – 6 P.M., Woodstock Health Center: 7545 North Main Street, Woodstock, GA. Call (770) 928-0133 or (770) 345-7371 for details.

Flyers with additional locations and insurance information are available on the table outside Cherokee Hall.

3. **Electronics Recycling Day**

Saturday October 11th, from 9 a.m. to 1 p.m. at County Administrative Building - 1130 Bluffs Parkway. Most electronic items accepted at no charge. Televisions and CRT Monitors accepted for small fee of \$10 and larger projector TV's a fee of \$25. **Items not accepted:** Wooden Cabinet TV's, Gas Powered Equipment, Tires or Alkaline Batteries. Volunteers will take equipment out of your vehicle. Flyers on table outside Cherokee Hall.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM SEPTEMBER 9, 2014.

PUBLIC HEARINGS

1. The Cherokee County Board of Commissioners will hold a public hearing on **Tuesday, September 23, 2014** at 6:00 P.M. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton at which time the public may comment on the PROPOSED FY2015 BUDGET.
2. The Cherokee County Board of Commissioners will hold a public hearing on **Tuesday, September 23, 2014 at 6:00 P.M.** in Cherokee Hall at the

Cherokee County Administration Building, 1130 Bluffs Parkway, Canton to consider **transmittal of 2014 CIE/STWP Annual Report** to the Georgia Department of Community Affairs (DCA) for their review.

PUBLIC COMMENT

ZONING CASES

1. CASE NUMBER: 14-09-020
APPLICANT: Rooker Properties, LLC
ZONING CHANGE: AG to LI
LOCATION: Leo Taylor Lane
MAP & PARCEL NUMBER: 03N02, Part of 044A
ACRES: 46 +/-
PROPOSED DEVELOPMENT: Distribution/Warehousing
COMMISSION DISTRICT: 1
FUTURE DEVELOPMENT MAP: Workplace Center

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-09-020 Rooker Properties, LLC to rezone from AG (Agricultural) to LI (Light Industrial) on 46 +/- acres for distribution/warehousing.

2. CASE NUMBER: 14-09-021
APPLICANT: Earl and Olene Darby
ZONING CHANGE: RD-3 to AG
LOCATION: Heard Road
MAP & PARCEL NUMBER: 14N21, 116, 117, 117A, 117B, 117D, 117E
ACRES: 24.15
PROPOSED DEVELOPMENT: Residential Family Farm
COMMISSION DISTRICT: 1
FUTURE DEVELOPMENT MAP: Suburban Growth

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-09-021 Earl and Olene Darby to rezone from RD-3 (Residential) to AG (Agricultural) on 24.15 acres for a residential family farm.

3. CASE NUMBER: 14-09-022
APPLICANT: Evans Cook Road Fifty, LLC
ZONING CHANGE: AG and R-40 to R-30
LOCATION: Evans Cook Road
MAP & PARCEL NUMBER: 03N05, 10A
ACRES: 47.9 +/-
PROPOSED DEVELOPMENT: Single Family Residential

**COMMISSION DISTRICT:
FUTURE DEVELOPMENT MAP:**

1
Community Village and Country
Estates

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of R-80 of zoning case 14-09-022 Evans Cook Road Fifty, LLC to rezone from AG (Agricultural) and R-40 (Residential) to R-30 (Residential) on 47.9 +/- acres for single family residential.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval to surplus and recycle defective and/or obsolete electronic equipment from various departments at the Justice Center.
- 1.2 Consider acceptance of ACCG Grant in the amount of \$6,000.00 and authorize Budget Amendment to increase revenue and expenses in the Multiple Grant Fund 250 to allocate the grant monies. There is no County match required.

- 1.3 Consideration of approval of an Agreement between Cherokee County and the Service League of Cherokee County for the County to provide van service for Riverfest.
-

COUNTY MANAGER

- 2.1 Consider approval of Lose & Associates as the Landscape Architect/Engineers for East Park, and approve award of the Professional Services Agreement in the not to exceed amount of \$557,000.00.
- 2.2 Consider acceptance of all public rights-of-way, roadways, and appurtenant drainage structure in seven (7) phases of the Centennial Lakes Subdivision in Pods 2, 4-A, 4-B, 7-A, 12-A, 12-B and 16A.
- 2.3 Consider acceptance of 2014 VOCA (Victims of Crime Act) Continuation Award in the amount of \$45,814.00 for County FY2015.
- 2.4 Consider acceptance of annual GEMA Grant and approval of budget amendment in the amount of \$64,804.00.
- 2.5 Consider approval to open a new money market account with East West Bank to earn 0.27% on our cash balance without restrictions. This is greater than the current highest return available with Georgia Fund 1 at 0.1442%.
- 2.6 Consider approval of Stop Loss coverage with Anthem (BCBSGA) in the amount of \$817,230.00.
- 2.7 Requesting authorization for the County Manager to sign appropriate Insurance Paperwork to renew current coverages in the amount of \$704,467.00 with Insurance Office of America/One Beacon.

- 2.8 Approval of second amendment to the Professional Services Agreement and fee schedule for Workers' Compensation claims management to be provided by Key Risk Management Services, LLC for the period 10/1/14 to 9/30/15.
- 2.9 Amendment: Consider approval to renew the County's Excess Workers' Compensation Policy provided by Midwest Employers Casualty Company for the period of 10/1/14 to 9/30/15 for the annual premium of \$165,702.00.
-

COUNTY ATTORNEY

- 3.1 Consider approval of resolution authorizing and appointing the County Clerk, the County Manager and the Chairman of the Board of Commissioners to receive service of process for all litigation filed against the County.
- 3.2 Requesting the adoption of a Resolution consenting to the deannexation of properties annexed and rezoned by the City of Woodstock for commercial use by Hennessey Honda.
- 3.3 Requesting approval of a Temporary Medical Hardship for Mr. and Mrs. Robert Byers of 520 River Lakeside Lane.

ADJOURN



Cherokee County Board of Commissioners WORK SESSION MINUTES

September 9, 2014
3:00 p.m. | Cherokee Hall

The Chairman began at 3:04 p.m. with all Commissioners Present. Larry Ramsey was in for Angie Davis as County Attorney. Chairman Ahrens began by sharing a summary of funds the County receives for Aging Services, Work Force, and Transportation from the Atlanta Regional Commission (ARC).

1. FY2015 Budget Overview by Janelle Funk.

Ms. Funk began by stating the FY2015 Budget Overview includes a review of major funds, significant expenditures, headcount summary, revenue assumptions, and a glossary of all funds. She further explained that the glossary is provided so that the public will understand better about funds that have legally restricted purposes. Ms. Funk stated there is a big Budget Book, a 600 page report, which includes Operating Statements, Department Purpose Statements, and Headcount Reports for Each Department/Fund. Both the overview and the book will be available on the County website and a hard copy is available in the County Clerk's office for the public to review. There will be a Public Hearing on September 23, 2014 at 6:00 p.m. to solicit public feedback and then on October 7, 2014 at 6:00 p.m., the Board will consider adopting the FY2015 Budget. Both meetings will be held at Cherokee Hall at 1130 Bluffs Parkway, Canton.

Ms. Funk provided an overview of the Budget beginning with a County Wide Summary of Expenditures and Transfers. The budget for 2015 is \$190.9M, a \$16.6M increase from 2014. This includes Operating Funds, Capital Funds, and Transfers. Ms. Funk explained which funds that are 100% legally restricted for a specific purpose totaling \$94.9M; funds that are partially restricted and supported by their own user fees totaling \$3.3M; the RRDA Fund which represents a legal obligation for payment of \$1.3M; Internal Service Funds and Transfers totaling \$18.2M; and own fees of other funds totaling \$9.4M. That leaves \$63.8M remaining with no restrictions on spending, which with a few adjustments, is basically the General Fund.. Ms. Funk showed a break-down of the General Fund by organization. Public Safety, Judicial Services, and transfers to EMS represent about 72% of the General Fund with a total budget of \$45.7M. This leaves about \$17.6M remaining for unrestricted spending. She explained that trying to fund the salary adjustment with existing funds, as requested by several residents, would

require a 27% cut of the remaining \$17.6M balance. This would be a very difficult task because the remaining \$17.6M is largely personnel costs, and the County's headcount is already one of the lowest in the metro Atlanta area.

Ms. Funk went on to show how the costs in the General Fund affect the average homeowner in a house assessed at \$182,000. The total tax bill is \$2,080.34, but the County portion is only about 33% of the total tax bill, or \$692.66. Of this amount, only \$388.36 funds general county services. Ms. Funk explained the County services are predominantly funded by tax dollars. Of the \$388.36 cost of general county services, about \$279.32 goes toward Public Safety and Judicial Services. She stated that Cherokee County has the second lowest General M&O Rate in the metro Atlanta area and added that if the County had a HOST in place, our combined county millage rate would be the sixth lowest in the State.

Ms. Funk stated that the total budget for the General Fund 2015 is \$63.3M compared to \$61.1M for 2014, a 3.7% increase. The most significant driver is the 2% COLA increase and the 10% Public Safety salary adjustment. The Fire Fund budget for 2015 is \$21.1M versus \$18.6M for 2014. The main driver for the increase is the 10% Public Safety salary adjustment. In addition eight new positions were added. The EMS Fund budget is \$8.2M for 2015 compared to \$7.2M for 2014. The most significant drivers of this variance are the 10% Public Safety Salary adjustment, six new firefighter positions were added to operate an additional ambulance in the south end of the County, and the shortfall in EMS collections. The E-911 Fund budget decreased by 1% for 2015. This fund receives no support from the General Fund or Property Taxes. All revenues are collected through fees charged by phone companies for land lines, cell phones, and prepaid services. The Unincorporated County Services Fund for 2015 is \$8.1M, up 4.5% from 2014. Three positions were added, and the 2%/10% salary adjustment drove the increase. The Parks and Recreation Fund budget for 2015 is \$4.4M, a small increase mainly due to the 2% COLA. CRPA is budgeting \$2.5M in program fees and contributions to cover 57% of expenditures. Alcoholic beverage taxes provide an additional \$971K of funding which totals 79% covered by resources other than property tax. The average homeowner pays \$5.55 in annual property taxes to support Parks and Recreation Services. Ms. Funk shared an example of the economic impact Parks and Recreation has on the County. The Senior Services Fund for 2015 is \$1.1M, a 5.8% increase from 2014 due to various operational cost increases, but a portion of the increase is grant funded. The average homeowner pays \$2.72 in annual property taxes to support Senior Services. The Animal Shelter Fund budget for 2015 is \$1.1M an increase of about \$85K from 2014 mainly due to reorganization changes and the 2% COLA. The Animal Shelter receives 66% of their funding from other resources outside of property tax. The average homeowner pays \$2.24 annually for these services. The Transportation

Fund has increased \$193k to \$1.2M, primarily due to the purchase of six replacement buses which are grant funded. Outside sources cover 83% of budgeted transportation expenditures, and the average homeowner pays only \$1.25 in annual property taxes to support these services. The Insurance and Benefits Fund increased to \$11.7M for 2015, a 16.2% increase from 2014. This is due to more employees enrolled and the PEPM costs are more expensive. Total operating costs for the County is up by \$8.2M and transfers are down \$651K.

Ms. Funk moved on to Capital Funds. The SPLOST Fund is budgeted at \$35.9M for 2015, up 6% from 2014. She reminded everyone that this is not an increase in tax assessment to the residents but money that has already been collected and is now being spent. The biggest drivers for this are additional investment in our fire stations and equipment as well as some roads projects. Ms. Funk shared various planned projects for SPLOST V, the renewed SPLOST, and the Parks Bond.

Ms. Funk went over Personnel Costs. She stated that 46% of the total budget is spent on personnel. Other significant expenditures were reviewed including Workers' Compensation, fuel, and other utilities.

Ms. Funk went over the Headcount/Personnel Summary. She stated that 38 full-time positions have been added total, 34 for 2015 and four that were added in 2014 after the budget was adopted. She also went over the list of new part-time positions. Ms. Funk stated 20 part-time positions were added after the 2014 budget was adopted; however none of the positions increased County costs as they were either grant funded, or other costs were reduced to accommodate the new positions.

Ms. Funk stated that for Revenue Assumptions, they looked at 2013 and 2014 and based 2015 on current trends unless they knew of a change. She briefly reviewed the one-time funding sources.

2. Discussion of Regular Agenda Items.

PUBLIC HEARING

1. The Cherokee County Board of Commissioners will hold a public hearing on Tuesday, September 9, 2014 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton. The Board will

consider an Ordinance to amend Article 7 District Uses and Regulations, specifically Table 7.2, Permitted Uses Table, from the 1992 Zoning Ordinance.

COMMISSION DISTRICT 3

BRIAN POOLE

A. Discussion on Tax Assessor's Office.

Commissioner Poole stated that he had a conversation with Mr. John Adams at the Tax Assessor's Office and Mr. Adams indicated they had some problems with citizens needing to obtain plats but are having to go to the Bluffs to get them from GIS. He referred to the Georgia Code that states there should be someone at the Tax Assessor's Office that only handles mapping and plats. He asked Mr. Steve Swindell with the Tax Assessor's office to explain the issue further.

Mr. Swindell stated that the way Cherokee County is organized is different than most counties and it has worked for the most part. In most counties, all mapping functions for the tax maps occur within the Tax Assessor's Office. Some also have a separate GIS department like Cherokee County. Once the work is done by the Tax Assessor's office, it is sent to the GIS department and they continue to do the work. For years, in Cherokee County, all that work has been done in the GIS department. Mr. Swindell commented that it has come to the point where they have lost some of the institutional knowledge they used to have within the GIS department. They are now running into situations where the work that's coming from GIS to them has errors and there is a lot of back and forth between the two offices and more often, the taxpayers are having to be the ones to go back and forth. Mr. Swindell stated that it is a primary function of what they do at the Tax Assessor's Office. He added that their solution is to bring a Tax Mapper position back in-house. It should be a more efficient process for both their office and the taxpayer in the event any problems come up. Mr. Swindell commented that timing is also an issue because they have a certain time frame to accomplish certain things. If the Tax Mapper was back at the Tax Assessor's Office, things would flow better and work would be accomplished more efficiently.

The Chairman asked if this was something that evolved away over time. Mr. Swindell replied that he understands this was something that goes back before he started working for the County nearly 20 years ago. He stated they went through a period of radical re-evaluations back in the 1990's that were ordered by the State. They brought in someone to be the Chief

Appraiser; and at that time, the people who were doing the mapping for the appraiser's office decided they did not want to work for that particular Chief Appraiser and went to the County Manager at that time to separate them and he agreed. That was when they were all together in the courthouse but now they are at opposite ends of the County and it makes it difficult to function properly with that kind of a set-up. Mr. Swindell stated they need someone there who is well-versed in deed reading and plat reading and able to decipher those things and draw the lines of the parcels properly.

Commissioner Poole confirmed that what they are asking is to have a full-time mapping person back at the Tax Assessor's Office. The Chairman asked if there was a dedicated person in the Bluffs office that can do that. Mr. Swindell responded that there is one person they deal with primarily and that he is a fairly new hire, Mr. Marcin Misztak. He added that GIS is not trained in tax assessment and it is difficult for them to have to rely on the GIS department to train somebody to understand what the tax assessment needs are. Mr. Swindell said he feels their relationship with GIS is not working as it should. Commissioner Poole asked Mr. Cooper if he thought they could move this GIS person to the Tax Assessor's Office or if they would need to hire someone. Mr. Cooper replied that he would discuss logistics with them. Commissioner Poole asked if they would need to make a motion to amend the budget for this position. Mr. Cooper stated that he would have an answer before they take action on the budget.

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

- 1.1 Consider acceptance of grant from PetSmart Charities in the amount of \$21,726.00 and budget amendment to allocate funds for the Animal Shelter to offset costs incurred during the recent puppy mill seizure. There is no local match required for these grant funds.
- 1.2 Consider acceptance of grant from the Petfinder Foundation and budget amendment in the amount of \$3,000.00 for the Animal Shelter to offset costs incurred caring for the seized animals. There is no local match required for these grant funds.
- 1.3 Requesting to set a Public Hearing Date for September 23, 2014 for the annual update of the CIE/STWP (Capital Improvement Element and Short

Term Work Program) that must be transmitted to the Georgia Department of Community Affairs for review.

- 1.4 Consider approval of Intergovernmental Agreement with City of Canton to conduct elections.

Commissioner Johnson confirmed that the City of Canton residents will be able to vote at their usual precincts. He also asked if anyone knew if they would be able to vote for everything with one machine at their precinct. No one from Elections was available to answer. Mr. Cooper replied that he can find out the answer for him.

- 1.5 Consider proposal from Southeastern Engineering, Inc., to perform a roadway design for Bishop Road (gravel portion), under their annual engineering consulting services contract in the amount of \$15,000.00.

Mr. Cooper stated that the actual amount is \$14,500.

- 1.6 Consider approval of grant of temporary construction easement requested by Jack Hereth to perform minor grading operations on a parcel of land owned by Cherokee County.
- 1.7 Consider approval to surplus miscellaneous small office electronics that are in bad repair or obsolete and no longer used at the Marshal's Office.

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

- 2.1 Consider budget amendment in the amount of \$640,265.00 associated with the Sheriff's Office purchase of Patrol Vehicles approved on August 19, 2014.
- 2.2 Consider awarding County's standard Professional Services Agreement to the lowest bidder, 144th Marketing Group, in the amount not to exceed \$341,760.00 for Sheriff's Office Patrol Car Equipment.
- 2.3 Consider approval to award purchase order to Hardy Chevrolet in the amount of \$33,110.00 for the purchase of a 2015 Chevrolet Tahoe Pursuit and approval to award purchase order to Motorola Solutions for the mobile radio under Georgia State contract in the amount of \$3,091.13 for the Marshal's Office.

The Chairman asked if this was a replacement or additional vehicle. Mr. Cooper stated that it is additional and the old Tahoe was assigned to 911.

- 2.4 Consider extending agreements for Swim Team Lane Use for Chattahoochee Gold, Stingrays and Marlins for the Cherokee County Aquatic Center for three years.
- 2.5 Consider awarding Construction Services Agreement to Abuck, Inc., in the amount of \$29,021.00 for the Fire Station 22 Kitchen Remodel and to Paul-Davis Restoration in the amount of \$35,287.48 for the Fire Station 20 Kitchen Remodel for a total requested amount of \$64,308.48.
- 2.6 Consider proposal from Moreland Altobelli Associates, Inc., to perform a roadway design for Trickum Road Improvements, north of Arnold Mill Road, under their annual engineering consulting services contract in the amount of \$38,026.00.
- 2.7 Consider multi-way stop at the intersection of Parc Crossing at Creek View Lane in the Parc at Kellogg Subdivision.
- 2.8 Consider Georgia Department of Transportation's revised list of roads for Cherokee County for Speed Detection Device Permit.
- 2.9 Approval to increase the BOC Controlled Contingency by \$125,000.00 to fund construction change orders for unforeseen poor soil conditions at the new parking lot at JJ Biello Park: East at Riverside and West at Twin Creeks.

Adjourn

Hearing no further items, Commissioner Johnston made a motion to adjourn to Executive Session at 4:16 p.m. to discuss property acquisition, personnel matters, and pending or threatened litigation. Commissioner Gunnin seconded and the motion was unanimously approved.



Cherokee County Board of Commissioners MINUTES

September 9, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Lemora Dobbs with St. Paul AME Church will give the invocation.

PLEDGE OF ALLEGIANCE

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

Commissioner Gunnin led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:07 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Nelms; County Manager Jerry Cooper; County Attorney Larry Ramsey; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for a motion to ratify closure of Executive Session at 5:45 p.m. where no action was taken.

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

AMENDMENTS TO AGENDA

1. Remove Item 'B' from Commissioner Poole's Section.

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

ANNOUNCEMENTS

1. Public Hearing at next meeting, September 23, at 6:00 p.m. for residents to provide feedback on the **FY2015 Budget**.
2. North Georgia Health District will be conducting **Drive-by Flu Shot Clinics** beginning in October. This year they will offer the 4-in-1 quadrivalent flu vaccine that protects against four different strains of flu, including two influenza A viruses and two influenza B viruses for \$25. For those 65 and older, Fluzone High-Dose influenza vaccine will be available for \$50.

Cherokee County: **Tuesday, October 7th, 7:30 A.M. – 6 P.M.**,
Woodstock Health Center: 7545 North Main Street, Woodstock, GA.
Call (770) 928-0133 or (770) 345-7371 for details.

Flyers with additional locations and insurance information are available on the table outside Cherokee Hall.

3. **Electronics Recycling Day**, Saturday October 11th, from 9 a.m. to 1 p.m. at County Administrative Building - 1130 Bluffs Parkway.

Most electronic items accepted at no charge. Televisions and CRT Monitors accepted for small fee of \$10 and larger projector TV's a fee of \$25. **Items not accepted:** Wooden Cabinet TV's, Gas Powered Equipment, Tires or Alkaline Batteries. Volunteers will take equipment out of your vehicle. Flyers on table outside Cherokee Hall.

4. **Patriot's Day Ceremony** on Thursday, September 11 at 8:30 a.m. at the Cherokee County Public Safety Memorial in Canton.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM AUGUST 19, 2014.

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

PUBLIC HEARING

1. The Cherokee County Board of Commissioners will hold a public hearing on **Tuesday, September 9, 2014** at 6:00 P.M. in Cherokee Hall at the

Cherokee County Administration Building, 1130 Bluffs Parkway, Canton. The Board will consider an Ordinance to amend Article 7 District Uses and Regulations, specifically Table 7.2, Permitted Uses Table, from the 1992 Zoning Ordinance.

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

Ms. Margaret Stallings gave a summary of the amendment to the ordinance. She stated that there was no change to the ordinance, just adding clarification to the ordinance due to the last word or being cut off of the permitted uses table previously.

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

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

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

PROCLAMATIONS

Ms. Wheelchair USA – Ms. Yvette Pegues.

Ms. Pegues had arrived late, so the proclamation portion of the agenda was moved to be presented when she arrived.

Commissioner Poole read the proclamation and Chairman Ahrens presented the proclamation and photos were made with Ms. Wheelchair USA, Ms. Pegues, and her children and husband.

Chairman Ahrens commended Ms. Pegues for her valuable contributions to the community.

PUBLIC COMMENT

No one signed up to speak at Public Comment.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

A. Discussion on Tax Assessor's Office.

Commissioner Poole stated that this matter was taken care of during Work Session Discussion.

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider acceptance of grant from Pet Smart Charities in the amount of \$21,726.00 and budget amendment to allocate funds for the Animals Shelter to offset costs incurred during the recent Puppy Mill seizure. There is no local match required for these grant funds.
- 1.2 Consider acceptance of grant from the Petfinder Foundation and budget amendment in the amount of \$3,000.00 for the Animal Shelter to offset costs incurred from caring for the seized animals. There is no local match required for these grant funds.
- 1.3 Requesting to set a Public Hearing Date for September 23, 2014 for the annual update of the CIE/STWP (Capital Improvement Element and Short Term Work Program) that must be transmitted to the Georgia Department of Community Affairs for review.

- 1.4 Consider approval of Intergovernmental Agreement with City of Canton to conduct elections.
- 1.5 Consider proposal from Southeastern Engineering, Inc., to perform a roadway design for Bishop Road (gravel portion), under their annual engineering consulting services contract in the amount of \$14,500.00.
- 1.6 Consider approval of grant of temporary construction easement requested by Jack Hereth to perform minor grading operations on a parcel of land owned by Cherokee County.
- 1.7 Consider approval to surplus miscellaneous small office electronics that are in bad repair or obsolete and no longer used at the Marshal's Office.

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

COUNTY MANAGER

- 2.1 Consider budget amendment in the amount of \$640,265.00 associated with the Sheriff's Office purchase of Patrol Vehicles approved on August 19, 2014.

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

- 2.2 Consider awarding County's standard Professional Services Agreement to the lowest bidder, 144th Marketing Group, in the amount not to exceed \$341,760.00 for Sheriff's Office Patrol Car Equipment.

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

2.3 Consider approval to award purchase order to Hardy Chevrolet in the amount of \$33,110.00 for the purchase of a 2015 Chevrolet Tahoe Pursuit and approval to award purchase order to Motorola Solutions for the mobile radio under Georgia State contract in the amount of \$3,091.13 for the Marshal's Office.

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

2.4 Consider extending agreements for Swim Team Lane Use for Chattahoochee Gold, Stingrays and Marlins for the Cherokee County Aquatic Center for three years.

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

2.5 Consider awarding Construction Services Agreement to Abuck, Inc., in the amount of \$29,021.00 for the Fire Station 22 Kitchen Remodel and to Paul-Davis Restoration in the amount of \$35,287.48 for the Fire Station 20 Kitchen Remodel for a total requested amount of \$64,308.48.

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

2.6 Consider proposal from Moreland Altobelli Associates, Inc., to perform a roadway design for Trickum Road Improvements, north of Arnold Mill Road, under their annual engineering consulting services contract in the amount of \$38,026.00.

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

2.7 Consider multi-way stop at the intersection of Parc Crossing at Creek View Lane in the Parc at Kellogg Subdivision.

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

2.8 Consider Georgia Department of Transportation's revised list of roads for Cherokee County for Speed Detection Device Permit.

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

2.9 Approval to increase the BOC Controlled Contingency by \$125,000.00 to fund construction change orders for unforeseen poor soil conditions at the new parking lot at JJ Biello Park: East at Riverside and West at Twin Creeks.

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

COUNTY ATTORNEY

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Gunnin made a motion to adjourn at 6:34 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

Commission Gunnin congratulated Chief Ron Hunton and his team for the great job they during the puppy mill seizure. He complimented them on making it through all the chaos and also for getting the grants to help offset the cost to the County.



**Cherokee County, Georgia
Agenda Request**

SUBJECT: Public Hearing for 2014 CIE/STWP Annual Report MEETING DATE: September 23, 2014

SUBMITTED BY: Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Hold a public hearing to consider transmittal of 2014 CIE/STWP Annual Report to the Georgia Department of Community Affairs (DCA) for their review.

FACTS AND ISSUES:

Planning and Finance staff have prepared the 2014 CIE/STWP Annual Report. The review of this report by DCA is a requirement for maintaining our impact fee program. Please see the attached report.

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:

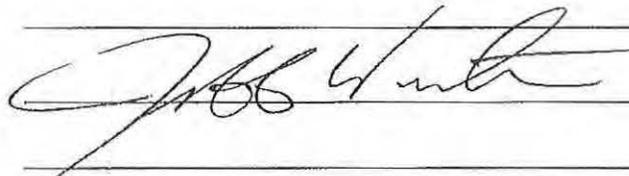
Approve the transmittal of the report to DCA.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



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Cherokee County

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M-1043 Notice of Public Hearing Notice is hereby given that a public hearing will be held in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia, on Tuesday, September 23, 2014 at 6:00 p.m. before the Board of Commissioners of Cherokee County, Georgia, to consider a resolution transmitting a the 2014 Annual Impact Fee Report / Short Term Work Plan, relating to the County's impact fee program, to the Atlanta Regional Commission for regional review pursuant to the Georgia Planning Act of 1989. A copy of the document is available in the Planning and Land Use Department during regular business hours 8am to 5pm, Monday through Friday at the Cherokee County Administration Building. Any persons wishing to be heard on this issue are invited to attend. 9:19

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T-1172 DELINQUENT PROPERTY TAX SALE Under and by virtue of certain tax fi fa's issued by the city clerk, as tax collector for the City of Canton, Cherokee County, Georgia, in favor of the State of Georgia and City of Canton, against the following named persons and the property as described next to their respective name(s). There will be sold for cash or certified funds at public outcry, before the City Hall door in Canton, Cherokee County, Georgia, between the legal hours of sale, on the first Tuesday in October, 2014, the same being October 7, 2014, and continuing on Wednesday, October 8, 2014, if necessary between the legal hours of sale, 10:00 AM and 4:00 PM. The below listed and described properties, or as much thereof as will satisfy the municipal tax execution on the respective individual and property, will be sold. The property (ies) hereinafter described have been levied on as the property of the persons whose names immediately precede the property description. Each of the respective parcels of property are located in the City of Canton, Cherokee County, State of Georgia. The years for which said fi fa's are issued and levied are stated opposite the name of the owner in each case. Each defendant and tenant in possession, if applicable, has been notified of levy time and place of sale. Purchaser shall pay for title, all transfer cost, all taxes, advertising cost and recording fees. MAP AND PARCEL: 14N17A 013 CURRENT RECORD HOLDER: TURNER DALE; HASTY WILLIAM G III DEFENDANT IN FI-FA: SAME AMOUNT DUE: \$380.57 TAX YEARS DUE: 2012 DEED BOOK: 7824/351 LEGAL DESCRIPTION: ALL THAT TRACT OF LAND BEING IN LAND LOT 130, 14TH DISTRICT, 2ND GMD, IN THE CITY OF CANTON, CHEROKEE COUNTY, GEORGIA, BEING TRACT 7, LOCATED ON WINOOKI DRIVE DESIGNATED AS MAP AND PARCEL 14N17A 013, OR AS FURTHER DESCRIBED IN DEED BOOK 7824, PAGE 351. MAP AND PARCEL: 14N24 099 CURRENT RECORD HOLDER: WEBB AND LATHAM PROPERTIES LLP DEFENDANT IN FI-FA: SAME AMOUNT DUE: \$2,794.70 TAX YEARS DUE: 2012 DEED BOOK: 8019/373 LEGAL DESCRIPTION: ALL THAT TRACT OF LAND BEING IN LAND LOTS 233 AND 232, 14TH DISTRICT, 2ND GMD, IN THE CITY OF CANTON CHEROKEE COUNTY, GEORGIA, AND CONSISTING OF 2.03 ACRES, MORE OR LESS, BEING KNOWN AS 1883 HICKORY FLAT HIGHWAY, DESIGNATED AS MAP AND PARCEL 14N24 099, OR AS FURTHER DESCRIBED IN DEED BOOK 8019, PAGE 375. MAP AND PARCEL: 15N13H 082 CURRENT RECORD HOLDER: BOWEN FAMILY HOMES INC DEFENDANT IN FI-FA: SAME AMOUNT DUE: \$1,197.46 TAX YEARS DUE: 2009-2012 DEED BOOK: 6531/458 LEGAL DESCRIPTION: ALL THAT TRACT OF LAND BEING IN LAND LOTS 202 AND 203, 15TH DISTRICT, 2ND GMD, IN THE CITY OF CANTON, CHEROKEE COUNTY, GEORGIA, AND CONSISTING OF 0.07 ACRES, MORE OR LESS, BEING LOT 82, OF PROMINENCE POINT, POD D, PROMINENCE COURT, PHASE I. AS SHOWN IN PLAT BOOK 75, PAGE 27. MAP AND PARCEL: 91N01 D021 CURRENT RECORD HOLDER: HARRIS GREGORY; HARRIS LEE ANN DEFENDANT IN FI-FA: SAME AMOUNT DUE: \$286.97 TAX YEARS DUE: 2012 DEED BOOK: 8182/26 LEGAL DESCRIPTION: ALL THAT TRACT OF

Transmittal Resolution

Cherokee County, Georgia

WHEREAS, the Cherokee County Board of Commissioners has prepared an annual update to the Capital Improvement Element and Short Term Work Program; and

WHEREAS, the 2014 annual update of the Capital Improvement Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held in Cherokee Hall of the Cherokee County Administration Building on September 23, 2014 at 6:00p.m.

BE IT THEREFORE RESOLVED, that the Cherokee County Board of Commissioners does hereby submit the 2014 annual update of the Capital Improvements Element and Short Term Work Program covering the five-year period 2014-2018 to the Atlanta Regional Commission for Regional review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this 23rd day of September, 2014

BY: _____
L.B. Ahrens, Chairman

ATTEST: _____
Christy Black, County Clerk

CHEROKEE COUNTY		Annual Impact Fee Financial Report - 2014*					
Public Facility	Libraries	Fire Protection	Sheriff's Patrol	Public Safety Facility	Parks/Recreation	Transportation	TOTAL
Impact Fee Fund Balance Oct 1, 2012	\$429,286	\$194,937	\$27,391	\$1,303,224	\$785,595	\$1,320,974	\$4,061,075
Impact Fees Collected (October, 2012 through September 2013)	\$176,328	\$368,621	\$6,351	\$172,231	\$178,486	\$333,993	\$1,236,011
Accrued Interest	\$322	\$19	\$0	\$986	\$457	\$729	\$2,513
Administrative/Other Costs ¹	\$4,268	\$3,972	\$238	\$10,399	\$6,795	\$11,664	\$37,333
(Administrative/Other Costs)	(\$2,769)	(\$2,577)	(\$154)	(\$6,746)	(\$4,408)	(\$7,566)	(\$24,218)
(Impact Fee Refunds)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Project Expenditures)	\$0	\$0	\$0	\$0	(\$48,793)	\$0	(\$48,793)
Impact Fee Fund Balance Oct 1, 2013	\$607,436	\$564,972	\$33,826	\$1,480,094	\$918,133	\$1,659,794	\$5,263,921
Impact Fees Encumbered	\$3,095,460	\$8,302,026	\$475,487	\$4,876,381	\$4,475,225	\$6,162,178	\$27,386,757

*This annual report covers the last completed fiscal year - October, 2012 to September, 2013.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility: Libraries								
Service Area: County-wide								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered*	Status/Remarks
New Woodstock Library Facility	2003	2005	\$4,400,000	29%	General Fund, State of Georgia	\$0	\$1,276,000	Complete
R.T. Jones Library Facility Addition	2009	2011	\$1,402,007	30%	General Fund, State of Georgia	\$0	\$420,000	Complete
Waleska Library Facility	2017	2018	\$4,307,000	54%	General Fund, State of Georgia	\$0	\$0	
Library Collection Materials	2003	2003	\$272,344	56%	General Fund	\$0	\$152,513	Complete
Library Collection Materials	2003	2003	\$194,741	55%	General Fund	\$0	\$107,108	Complete
Library Collection Materials	2003	2003	\$367,845	74%	General Fund	\$0	\$273,993	Complete
Library Collection Materials	2004	2004	\$98,973	55%	General Fund	\$0	\$54,435	Complete
Library Collection Materials	2005	2005	\$65,314	53%	General Fund	\$0	\$34,616	Complete
Library Collection Materials	2006	2006	\$217,873	52%	General Fund	\$0	\$113,294	Complete
Library Collection Materials	2007	2007	\$223,690	52%	General Fund	\$0	\$116,319	Complete
Library Collection Materials	2008	2008	\$353,088	92%	General Fund	\$0	\$324,841	Complete
Library Collection Materials	2009	2009	\$359,712	92%	General Fund	\$0	\$222,342	In Process
Library Collection Materials	2010	2010	\$365,325	92%	General Fund	\$0	\$0.00	
Library Collection Materials	2011	2011	\$369,899	92%	General Fund	\$0	\$0.00	
Library Collection Materials	2012	2012	\$373,493	92%	General Fund	\$0	\$0.00	
Total of Costs, Expenditures & Impact Fees Encumbered			\$13,371,304			\$0	\$3,095,460	

*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility: Fire Protection								
Service Area: County-wide except Canton and Woodstock								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered*	Status/Remarks
Station 2 Renovation/Expansion	2003	2004	\$65,000	96%	Fire District [†]	\$0	\$62,400	Complete
Fire Engine 9	2003	2003	\$275,000	89%	Fire District [†]	\$0	\$244,750	Complete
Fire Engine 20	2003	2003	\$306,000	87%	Fire District [†]	\$0	\$266,220	Complete
Training Van	2003	2003	\$50,000	88%	Fire District [†]	\$0	\$44,000	Complete
Holly Springs Fire Station 8	2003	2004	\$1,200,000	100%	None	\$0	\$677,683	Complete
Rescue Unit (Mass Response)	2003	2004	\$216,000	100%	Fire District [†]	\$0	\$216,000	Complete
Air Truck	2003	2004	\$355,000	100%	Fire District [†]	\$0	\$355,000	Complete
Fire Engine	2003	2004	\$400,000	87%	Fire District [†]	\$0	\$348,000	Complete
Station 1 Expansion	2003	2005	\$150,000	88%	Fire District [†]	\$0	\$132,000	Complete
Station 19 Replacement	2004	2006	\$1,500,000	81%	Fire District [†]	\$0	\$482,124	Complete
Ambulance Purchase	2004	2009	\$2,050,000	100%	None	\$0	\$2,050,000	Complete
Supply Warehouse	2005	2008	\$2,325,000	90%	Fire District [†]	\$0	\$1,559,829	Complete
Station 13 Replacement	2010	2011	\$1,200,000	81%	Fire District [†]	\$0	\$0	
Fire Engine	2007	2007	\$350,000	100%	None	\$0	\$350,000	Complete
Fire Engine x 3	2008	2008	\$1,125,000	100%	None	\$0	\$1,125,000	Complete
Station 15 Relocation & Replacement	2010	2011	\$1,500,000	81%	Fire District [†]	\$0	\$0	
Heavy Vehicles x 3	2009	2009	\$971,000	90%	Fire District [†]	\$0	\$0	
Airport Crash Truck	2010	2010	\$800,000	90%	Fire District [†]	\$0	\$0	
Fire-Emergency Services Training Facility	2010	2015	\$3,141,850	100%	Fire District [†]	\$0	\$389,020	In Process
Total of Costs, Expenditures & Impact Fees Encumbered			\$17,979,850			\$0	\$8,302,026	

*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

[†] A combination of the Fire District, SPLOST and the Insurance Premium Tax Funds

CHEROKEE COUNTY	Capital Improvements Project Update 2014-2018*
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Public Facility: Public Safety Facility								
Service Area: County-wide (except fire administration)								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered	Status/Remarks
Public Safety Facility	2000	2002	\$33,599,204	58%	General Fund	\$0	\$4,750,870	In Process
Special Purpose Vehicle Garage	2006	2007	\$125,512	100%	None	\$0	\$125,511	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$33,599,204			\$0	\$4,876,381	

***Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

CHEROKEE COUNTY	Capital Improvements Project Update 2014-2018*
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Public Facility: Parks and Recreation								
Service Area: County-wide								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered	Status/Remarks
Clayton Area / Weatherby Park	2004	2007	\$2,000,000	20%	General Fund	\$0	\$400,000	Complete
Fields Landing Park Expansion (was Suttalee Area Community Park)	2003	2009	\$700,000	35%	General Fund	\$0	\$245,000	Complete
Biello Park (Little River/Mill Creek County-wide Park Phase I)	2003	2010	\$4,000,000	83%	General Fund	\$48,793	\$2,745,225	Under Construction
Waleska City Park (Cline Park)	2004	2005	\$375,000	93%	General Fund	\$0	\$348,750	Complete
Creighton Road Park (Ray)	2009	2009	\$375,000	83%	General Fund	\$0	\$311,250	Complete
Hobgood Park	2006	2007	\$425,000	100%	General Fund	\$0	\$425,000	Complete
Park Maintenance Facility	X	2016	TBD	TBD	Parks Bond	\$0	\$0	
Total of Costs, Expenditures & Impact Fees Encumbered			\$7,875,000			\$48,793	\$4,475,225	

***Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility:		Transportation						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered	Status/Remarks
Towne Lake Parkway (road improvement)	2000	2001	\$4,577,900	42%	GADOT, General Fund	\$0	\$1,922,718	Construction Complete - Reimbursement Phase
Business 5 (road widening and relocation)	2000	2001	\$5,430,756	22%	GADOT, General Fund	\$0	\$1,194,766	Construction Complete - Reimbursement Phase
Riverstone Boulevard (new road construction)	2000	2001	\$1,145,349	22%	GADOT, General Fund	\$0	\$251,977	Construction Complete - Reimbursement Phase
Bell Ferry Road (design and safety planning)	2000	2003	\$784,956	46%	General Fund	\$0	\$361,080	Construction Complete - Reimbursement Phase
Rope Mill Road (new road construction)	2000	2001	\$5,252,228	15%	GADOT, General Fund	\$0	\$787,834	Construction Complete - Reimbursement Phase
Reinhardt College Road (new road construction)	2000	2001	\$718,580	21%	GADOT, General Fund	\$0	\$150,902	Construction Complete - Reimbursement Phase
Eagle Drive (road widening)	2004	2006	\$5,504,074	35%	GADOT, General Fund	\$0	\$1,492,901	Construction Complete - Reimbursement Phase
East Cherokee Drive (road widening)	2005	2007	\$4,800,000	23%	GADOT, General Fund	\$0	\$0	Construction Complete - Reimbursement Phase
Total of Costs, Expenditures & Impact Fees Encumbered			\$28,213,843			\$0	\$6,162,178	

*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility:		Sheriff's Patrol						
Service Area:		Unincorporated county						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered	Status/Remarks
Uniform Patrol Div Office # 19	2005	2006	\$1,295,000	58%	General Fund	\$0	\$475,487	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$1,295,000			\$0	\$475,487	

*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

Short Term Work Plan

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Natural and Historic Resources								
Develop the Etowah River Greenway	X	X	X	X	X	\$2,000,000	County Greenspace Program	BOC, Parks & Rec.
Develop Environmental Awareness Program	X	X	X	X	X	\$10,000	US EPA, Ga DNR	Engineering, Recycling
Develop and adopt a countywide Historic Preservation Ordinance	X	X				Unknown	County, GA DNR	BOC, Planning & Land Use, Historical Society
Pursue qualification as a "Certified Local Government" under the Historic Preservation Division of Georgia DNR	X	X				Unknown	County, GA DNR	Planning & Land Use, Historical Society
Develop Historic Property Resource Kit	X	X				Unknown	County	Planning & Land Use, Historical Society
Develop Historic Resources Map	X	X				Staff Time	County	GIS, Planning & Land Use, Historical Society
Continue to update the Cemetery Location Map as needed	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Historical Society
Investigate developing a National Register nomination for the Reinhardt Campus area in Waleska as a historic district	X	X				\$6,500	Historical Society	Historical Society, City of Waleska
Continue to participate in the Etowah River Habitat Conservation Plan (HCP). Consider adoption of Low Impact Development Guidelines to support the HCP.	X	X				Staff Time	County	BOC, Engineering
Develop a countywide greenspace/land conservation plan.		X	X			\$50,000 + Staff Time	County	BOC, Planning & Land Use, GIS, Parks & Rec.
Develop program to acquire or set aside property identified in countywide greenspace plan.	X	X	X	X	X	Unknown	County Greenspace Program	BOC, Planning & Land Use, Parks & Rec.
Economic Development								
Facilitate stakeholder meetings concerning agribusiness and agritourism in the county.	X	X				Staff Time	Farm Bureau, Chamber of Commerce	Farm Bureau, Chamber of Commerce
Prepare Tax Increment/Finance District Guidelines	X	X				Unknown	County	BOC, Finance, Planning & Land Use
Develop and promote business and manufacturing sites within Cherokee County, especially Bluffs Business Park.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Continue the focused marketing campaign targeting industries identified in the Cherokee County Economic Strategic Plan	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Enhance the entrepreneurship and small business support programs with a comprehensive range of financial assistance, training, networking, professional advice and educational opportunities.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Continue the Business Expansion & Retention Program and advocacy for existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Implement the Georgia Department of Economic Development's Business InSight program for analysis of existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Focus resources on supporting and expanding existing partnerships between local busines and educational institutions, such as the CCSD Advisory Committees, Career Pathways, Partners in Education and Cherokee Focus.	X	X	X	X	X	Staff Time	CCSD, Chamber of Commerce	Cherokee County School District, Chamber of Commerce
Coordinating and streamline permitting processes and development regulations across all communities in Cherokee County.	X	X				Staff Time	County	Planning & Land Use, Engineering, Building Inspection, Fire Marshal
Encourage the redevelopment of underutilized shopping centers along major transportation corridors to broaden the retail and personal service offerings in Cherokee County.	X	X	X			Staff Time	County	BOC, Planning & Land Use
Housing								
Upgrade Dilapidated Housing	X	X	X	X	X	Unknown	private	Private Developers
Continue to use federal funds (CDBG & HOME) for the Cherokee County Home Repair Program targeted for low-income seniors and affordable home ownership programs.	X	X	X	X	X	\$1,750,000	County, CDBG	Community Services, GUCC
Construct housing for the elderly and handicapped.	X	X	X	X	X	Unknown	state and federal programs, private	Private Developers
Develop Senior Housing regulations.						Staff Time	County	BOC, Planning & Land Use
Identify areas with adequate infrastructure to provide affordable housing opportunities.	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Engineering
Facilitate County-wide meetings to encourage cooperation on affordable housing financing from federal and state sources.	X					Staff Time	County	Planning & Land Use
Review development ordinances to identify constraints and barriers to providing affordable housing.	X	X	X	X	X	Staff Time	County	Planning & Land Use

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Community Facilities								
Review periodically Service Delivery strategies, level of services, and develop a plan to provide services to accommodate new growth.	X	X	X	X	X	Unknown	County	BOC, Public Safety, Engineering
Continue to identify, fund and implement Bells Ferry LCI projects	X	X	X	X	X	\$17,000,000	GDOT, ARC, County, Private	BOC, Planning & Land Use, Engineering, Private Developers
Parks and Recreation								
Barnett Park Renovations	X					\$600,000	Parks Bond	Recreation & Parks, BOC
Biello Park East (Riverside)	X					\$400,000	Impact Fees & Parks Bond	Recreation & Parks, BOC
Biello Park West	X					\$450,750	Impact Fees	Recreation & Parks, BOC
Dwight Terry Renovations	X					\$600,000	Parks Bond	Recreation & Parks, BOC
East Park (Cherokee Veterans)		X	X			\$8,000,000	Parks Bond	Recreation & Parks, BOC
Hobgood Park Phase II	X					\$1,300,000	SPLOST & Parks Bond	Recreation & Parks, BOC
Hobgood Park Renovations	X					\$2,000,000	Parks Bond	Recreation & Parks, BOC
Kenny Askew Park Renovations	X	X				\$200,000	Parks Bond	Recreation & Parks, BOC
Lighting Improvements at Sequoyah	X					\$200,000	Parks Bond	Recreation & Parks, BOC
Patriots Park	X	X	X			\$7,173,350	Parks Bond	Recreation & Parks, BOC
Park Maintenance Facility		X	X			TBD	Parks Bond, Impact Fees	Recreation & Parks, BOC
Recreation Center Renovations	X					\$300,000	Parks Bond	Recreation & Parks, BOC
Thacker Property (Alison Lane)				X		\$500,000	Parks Bond	Recreation & Parks, BOC
Waleska (NW) County Park	X					\$1,200,000	Parks Bond	Recreation & Parks, BOC
Weatherby Park Renovations	X					\$30,000	Parks Bond	Recreation & Parks, BOC
Transportation								
Roadway Improvements	X	X	X	X		\$60,000,000	GDOT, General Fund	BOC
Develop a Context-Sensitive Design Process such as the one recommended by the Georgia Department of Transportation.	X					Unknown	County, DCA, ARC	Engineering, Planning & Land Use
Expand Ride/Share Program	X					\$15,000	County, ARC, GRTA	Community Services

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Install Park/Ride Lots	X	X	X	X		\$25,000 per lot	County, ARC, GRTA	Engineering, BOC
Develop Alternative Transportation Education Program	X	X	X	X		\$30,000	County, ARC	Engineering, ARC
Bells Ferry Road widening (2 phases)			X	X		\$28,444,533	Impact Fees	Engineering
Add Interchange at I-575/Rope Mill Road						\$12,000,000	GDOT, General Fund, SPLOST	BOC, City of Woodstock
Public Safety								
Sheriff's Training Facility	X					\$1,500,000	Impact Fees	Sheriff's Department, BOC
Fire Station 1 Expansion				X		\$150,000	Impact Fees, Fire District Fund	Fire Department, BOC
Fire Station 2 Replacement (Ball Ground)			X	X		Unknown	Impact Fees, General Fund	Fire Department, BOC
Fire Station 3 Replacement	X	X				\$1,500,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 5 Replacement	X	X				\$1,800,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 13 Replacement Station		X	X			\$1,200,000	Impact Fees, General Fund	Fire Department, BOC
Fire Station 15 Relocation & Replacement Station		X	X			\$1,500,000	Impact Fees, General Fund	Fire Department, BOC
Fire Station 32 Renovation		X				\$100,000	Fire District, SPLOST	Fire Department, BOC
Future Fire Station (new)				X	X	\$1,085,000	Impact Fees, General Fund	Fire Department, BOC
Fire - Emergency Services Training Facility	X	X				\$3,141,850	Impact Fees, SPLOST	Fire Department, BOC
Purchase property for Future Fire Facilities	X	X	X	X	X	\$750,000	County	Fire Department, BOC
Airport Crash Truck	X	X				\$800,000	Impact Fees, Fire District	Fire Department, BOC
Ladder Truck				X	X	\$1,000,000	Impact Fees	Fire Department, BOC
Fire Apparatus Replacement Program	X	X	X	X	X	\$800,000	SPLOST, Impact Fees	Fire Department, BOC
EMS Squad Replacement Program	X	X	X	X	X	\$700,000	County	Fire Department, BOC
Small Fleet Replacement Program	X	X	X	X	X	\$180,000	County	Fire Department, BOC

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Library Services								
Library Collection Materials	X	X	X	X	X	\$835,512	Impact Fees, General Fund, SPLOST	Library System, BOC
Waleska Library Facility				X	X	\$4,307,000	Impact Fees, General Fund, State of Georgia	Library System, BOC
Water and Sewage								
Expand Sewer Service Area	X	X	X	X	X	\$60,000,000	CCWSA	County Water & Sewer Authority
Consolidate Water/Sewer Operations with one (1) Agency	X	X	X	X	X	Staff Time	CCWSA	County Water & Sewer Authority
School System								
Construct New Schools	X	X	X	X	X	\$41,000,000	Tax, bonds	Board of Education
Construct Additions to Existing Schools	X	X	X	X	X	\$235,000,000	Tax, bonds	Board of Education
Land Use & GIS								
Establish an agency to pursue implementing the Bells Ferry LCI Plan.	X	X	X			Unknown	County	BOC, Planning & Land Use
Create small area plans for areas experiencing significant growth pressures or infrastructure issues.	X	X	X	X	X	\$500,000	County	Planning & Land Use
Revise State Route 92 Corridor standards and regulations.	X	X				Staff Time	County	BOC, Planning & Land Use
Develop master plan for downtown Waleska and consider design guidelines for the "college-entertainment" core	X	X				Unknown	City, Reinhart College	Planning & Zoning, City of Waleska, Reinhart College
Continue to update annually the 5-year Capital Improvements Plan and STWP.	X	X	X	X	X	Staff Time	County	Planning & Land Use, Engineering, Public Safety, Parks & Rec.
Conduct annual review of Future Development Map, rezonings and capital projects for plan & map adjustments.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Send a summary of all minor amendments annually to ARC.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Develop Unified Code that combines the zoning ordinance, subdivision regulations and development regulations to consistently implement elements of the Community Agenda.	X	X				\$75,000 + Staff Time	County	Planning & Zoning, Engineering

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Revise rezoning process to provide better information on land use changes and infrastructure impact for each proposal.	X	X				Staff Time	County	Planning & Zoning
Create design guidelines for each Character Area for residential and non-residential development.	X	X				Staff Time	County	Planning & Land Use, Engineering
Undertake a Comprehensive Plan update five years after adoption of this Plan.	X	X				Staff Time	County	Planning & Land Use



Department of Planning and Land Use
1130 Bluffs Pkwy • Canton, GA 30114 • (678) 493-6101

DATE: September 17, 2014

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

FROM: Vicki Taylor Lee, Zoning Administrator

RE: Recommendation of Planning Commission

CASE NUMBER: 14-09-020
APPLICANT: Rooker Properties, LLC
ZONING CHANGE: AG to LI
LOCATION: Leo Taylor Lane
MAP & PARCEL NUMBER: 03N02, Part of 044A
ACRES: 46 +/-
PROPOSED DEVELOPMENT: Distribution/Warehousing
COMMISSION DISTRICT: 1
FUTURE DEVELOPMENT MAP: Workplace Center

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-09-020 Rooker Properties, LLC to rezone from AG (Agricultural) to LI (Light Industrial) on 46 +/- acres for distribution/warehousing.

CASE NUMBER: 14-09-021
APPLICANT: Earl and Olene Darby
ZONING CHANGE: RD-3 to AG
LOCATION: Heard Road
MAP & PARCEL NUMBER: 14N21, 116, 117, 117A, 117B, 117D, 117E
ACRES: 24.15
PROPOSED DEVELOPMENT: Residential Family Farm
COMMISSION DISTRICT: 1
FUTURE DEVELOPMENT MAP: Suburban Growth

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-09-021 Earl and Olene Darby to rezone from RD-3 (Residential) to AG (Agricultural) on 24.15 acres for a residential family farm.

CASE NUMBER:	14-09-022
APPLICANT:	Evans Cook Road Fifty, LLC
ZONING CHANGE:	AG and R-40 to R-30
LOCATION:	Evans Cook Road
MAP & PARCEL NUMBER:	03N05, 10A
ACRES:	47.9 +/-
PROPOSED DEVELOPMENT:	Single Family Residential
COMMISSION DISTRICT:	1
FUTURE DEVELOPMENT MAP:	Community Village and Country Estates

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of R-80 of zoning case 14-09-022 Evans Cook Road Fifty, LLC to rezone from AG (Agricultural) and R-40 (Residential) to R-30 (Residential) on 47.9 +/- acres for single family residential.



Cherokee County, Georgia Agenda Request

SUBJECT: Surplus Electronic Equipment

MEETING DATE: September 23, 2014

SUBMITTED BY: Frantz Mondesir – IT Justice Center

COMMISSION ACTION REQUESTED:

Consider approval to surplus and recycle defective and/or obsolete electronic equipment from various departments at the Justice Center.

FACTS AND ISSUES:

The Justice Center has various electronic equipment, as attached, that are defective and/or obsolete. They are of no use to the County.

BUDGET:

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

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 to surplus and recycle obsolete and/or defective electronic equipment from variance departments at the Justice Center.

REVIEWED BY:

DEPARTMENT HEAD: _____ *Frantz Mondesir*

AGENCY DIRECTOR: _____ *Sourista Alya*

COUNTY MANAGER _____ *[Signature]*

Cherokee County Board Of Commissioners
 90 North Street, Suite 310
 Canton, Georgia 30114

Surplus Property Disposition

Date: _____ 20 14

FORM SPD001

Transferred From:	Transferred to: <i>Surplus / Recycling</i>
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Action Requested:	<input type="checkbox"/> Transfer <input type="checkbox"/> Trade-in	<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Destruction
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Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F- Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Lexmark t630 - 992bkcd	P			<i>NA</i>
2	1	Minolta magicolor2300dl - 5311217848	P			<i>↓</i>
3	1	Optiplex GX620 -1rq4m91	P			
4	1	Dimension 4600 - b16yr51	P			
5	1	Gateway e46100 - 0004486019	P			
6	1	Gateway e46100 - 0039056540	P			
7	1	Gateway e46100 - 0004486016	P			
8	1	Gateway e46100 - 0004486020	P			
9	1	Optiplex GX520 - 74g3491	P			
10	1	Lexmark e120 - 994pml3	P			
11	1	Dell 19' monitor - 05y232-71618-469 agrm	P			
12	1	Dell 19' monitor - 05y232-71618-469 ahbl	P			

Purchasing Representative Signature: <i>[Signature]</i>	Dept. Property coordinator Signature: _____	Received By: Signature: _____
Title: <i>Spec. Dist.</i>	Title: _____	Title: _____
Date: <i>9-16-14</i>	Date: _____	Date: _____

Cherokee County Board Of Commissioners
 90 North Street, Suite 310
 Canton, Georgia 30114

Surplus Property Disposition

Date: _____ 20 14

FORM-SPD001

Transferred From:	Transferred to: <i>Surplus/ Recycling</i>
-------------------	--

Action Requested:	<input type="checkbox"/> Transfer	<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Destruction
	<input type="checkbox"/> Trade-in		

Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F-Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Fujitsu fi5120c - 025686	P			MA
2	1	Fujitsu fi5120c - 004212	P			↓
3	1	Fujitsu fi5120c - 093661	P			
4	1	Fujitsu fi5120c - 109294	P			
5	1	Fujitsu fi5120c - 058034	P			
6	1	Fujitsu fi5120c - 002840	P			
7	1	Fujitsu fi5120c - 004178	P			
8	1	Fujitsu fi5120c - 114566	P			
9	1	Fujitsu fi4120c2 - 154034	P			
10	1	Fujitsu fi4120c2 - 153773	P			
11	1	Fujitsu fi4120c2 - 136728	P			
12	1	Fujitsu fi4120c2 - 153777	P			

Purchasing Representative Signature: <i>[Signature]</i>	Dept. Property coordinator Signature: _____	Received By: Signature: _____
Title: <i>Proc Specialist</i>	Title: _____	Title: _____
Date: <i>9-16-14</i>	Date: _____	Date: _____

Cherokee County Board Of Commissioners
 90 North Street, Suite 310
 Canton, Georgia 30114

Surplus Property Disposition

Date: _____ 20 14

FORM SPD001

Transferred From:	Transferred to: <i>Surplus/Recycling</i>
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Action Requested:	<input type="checkbox"/> Transfer <input type="checkbox"/> Trade-in	<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Destruction
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Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F- Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Lexmark t630 - 992bkcd	P			MA
2	1	Minolta magicolor2300dl - 5311217848	P			↓
3	1	Dimension 4600 - 8pwvd41	P			
4	1	Dimension 4600 - fd38p41	P			
5	1	Dimension 2350 - 1555s21	P			
6	1	Dimension 4600 - db6yr51	P			
7	1	Dimension 4600 - bk3vd41	P			
8	1	Dimension 9150 - gwvp781	P			
9	1	Dimension 9200 - 7xs42c1	P			
10	1	Optiplex g280 - hgjk661	P			
11	1	Gateway gp7-600	P			
12	1	Dimension 5150 - 7r8l391	P			

Purchasing Representative Signature: <i>[Signature]</i>	Dept. Property coordinator Signature: _____	Received By: Signature: _____
Title: <i>Sp Proc Specialist</i>	Title: _____	Title: _____
Date: <i>9-16-2014</i>	Date: _____	Date: _____

Cherokee County Board Of Commissioners
 90 North Street, Suite 310
 Canton, Georgia 30114

Surplus Property Disposition

Date: _____ 20 14

FORM-SPD001

Transferred From:	Transferred to: <i>Surplus/Recycling</i>
-------------------	---

Action Requested:	<input type="checkbox"/> Transfer <input type="checkbox"/> Trade-in	<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Destruction
-------------------	--	---	--------------------------------------

Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F-Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Fujitsu fi4120c2 - 155453	P			N/A
2	1	Fujitsu fi4120c2 - 155412	P			↓
3	1	Fujitsu fi4120c2 - 153890	P			
4	1	Fujitsu fi5120c - 051275	P			
5	1	Fujitsu fi4530c - 002603	P			
6	1	Hp Color cd3505n cnbc8780b9	P			
7	1	Lexmark 4047 05e - iyl4047	P			
8	1	Hp laserjet 2420d - cndj52959	P			
9	1	Hp laserjet 1020 - cnbks54355	P			
10	1	Hp laserjet 1200 - cnbrc43021	P			
11	1	HP laserjet - cnbjd88451	P			
12	1	Lexmark t630 - 9927m4h	P			

Purchasing Representative Signature: <i>[Signature]</i> Title: <i>SR Prod. Spec. Dir.</i> Date: <i>9-16-2014</i>	Dept. Property coordinator Signature: _____ Title: _____ Date: _____	Received By: Signature: _____ Title: _____ Date: _____
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Cherokee County, Georgia Agenda Request

SUBJECT: ACCG Grant

MEETING DATE: 9/23/2014

SUBMITTED BY: Steve McClure, Human Resources Director

COMMISSION ACTION REQUESTED:

Accept a grant from ACCG in the amount of \$6,000 and authorize a Budget Amendment to increase revenue and expenses in the Multiple Grant Fund 250 to allocate the grant monies.

FACTS AND ISSUES:

ACCG has awarded Cherokee County \$6,000 from their GHBP Health Promotion & Wellness Program to be used for the County's Wellness Initiatives.

There is no required local match to these grant funds.

BUDGET (Revenues):

Budgeted Amount:	\$30,000	Account Name:	Multiple Grant Fund – ACCG2
Amount Encumbered:	\$0	Account #:	25436555-531100-ACCG2
Amount Spent to Date:	\$0		
Amount Requested:	\$6,000		
Remaining Budget:	\$36,000		

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:

Accept a grant from ACCG in the amount of \$6,000 and authorize a Budget Amendment to increase revenue and expenses in the Multiple Grant Fund 250 to allocate the grant monies.

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	334250-ACCG2	State Grant	6,000.00
			6,000.00

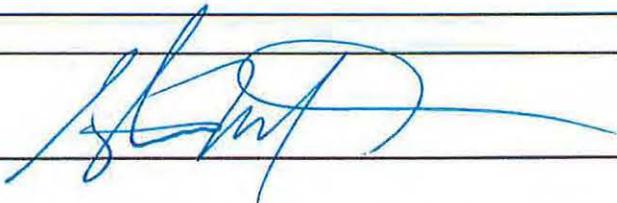
EXPENDITURES:

Department Org Code	Object	Account Name	Amount
25436555	531100-ACCG2	GEN SUPPLIES/MATERIALS	6,000.00
			6,000.00

PURPOSE OF TRANSFER/ AMENDMENT

ACCG Health Promotion & Wellness Grant
Grant to Cherokee County for Wellness Initiatives

Department Head Approval: _____



County Manager Approval: _____

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

9/23/2014



Cherokee County, Georgia Agenda Request

SUBJECT: Agreement for Cherokee County
To Provide Van Service for Riverfest

MEETING DATE: September 23, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of an Agreement between Cherokee County and the Service League of Cherokee County for the County to provide van service for Riverfest.

FACTS AND ISSUES:

The Service League of Cherokee County has approached Cherokee County and requested the use of vans and drivers for the upcoming Riverfest event. The attached agreement specifies the following:

The League may use the Vans for transportation of attendees of Riverfest subject to the following terms:

1. The Vans will be operated solely by County drivers throughout the term of this Agreement.
2. The League will be responsible for all maintenance and repairs that may become necessary regarding the Vans during the term of this Agreement or arising as a result of the League's use of the Vans during the term of this Agreement.

The time periods covered by this Agreement will be 9:00 AM to 7:00 PM, Saturday, September 27, 2014 and 9:00 AM to 6:00 PM, Sunday, September 28, 2014.

BUDGET:

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 Agreement between Cherokee County and the Service League of Cherokee County for the County to provide van service for Riverfest.

REVIEWED BY:

DEPARTMENT HEAD: _____
AGENCY DIRECTOR: _____
COUNTY MANAGER _____

(Handwritten signature in blue ink)

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

AGREEMENT FOR CHEROKEE COUNTY TO PROVIDE VAN SERVICE

THIS AGREEMENT entered into between Service League of Cherokee County, Georgia, Inc., hereinafter referred to as the "League," and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the County and the League wish to enter into this Agreement to provide for the use of two (2) existing passenger vans (i.e. one (1) 1999 Ford Econoline XLT 15 Passenger Van- Vin. 1FBSS31L9XHA30689; and one (1) 2004 Ford Econoline XL 15 Passenger Van- Vin. 1FBSS31L04HA00427) (the "Vans") owned by the County for the League to use to transport citizens during Canton Riverfest ("Riverfest"), as described in Exhibit "B," attached hereto and incorporated herein by reference;

NOW THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the League and the County as follows:

1.

TERMS OF USE OF VANS

The League may use the Vans for transportation of attendees of Riverfest subject to the following terms:

1. The Vans will be operated solely by County drivers throughout the term of this Agreement.
2. The League will be responsible for all maintenance and repairs that may become necessary regarding the Vans during the term of this Agreement or arising as a result of the League's use of the Vans during the term of this Agreement.

2.

AGREEMENT TERM; FEES

The time periods covered by this Agreement will be 9:00 AM to 7:00 PM, Saturday, September 27, 2014 and 9:00 AM to 6:00 PM, Sunday, September 28, 2014. In consideration of use of the Vans, the League, within 30 days of the County's issuance to the League of a written invoice to the League, will remit to the County an amount equal to the total of the following sub-totals: 1) reimbursement of the County's costs incurred (as outlined in the invoice) regarding County drivers' time; 2) reimbursement of the County's fuel costs incurred as outlined in the invoice; and 3) a fee of \$25.00 per day, per Van.

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any party.

4.

GENERAL PROVISIONS OF THIS AGREEMENT

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which provisions shall remain in full force and effect.

This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party hereto will not be deemed to be a continuous waiver in the event of any future breach of any condition hereunder.

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

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.

The League shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of performance of this Agreement. League 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 performance of this Agreement, 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 League, any subcontractor, anyone directly or indirectly employed by the League or subcontractor or anyone for whose acts the League 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 League 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.

IN WITNESS WHEREOF, the parties hereto set their hands and affixed their seals this ____ day of September, 2014.

CHEROKEE COUNTY

(SEAL)

By: _____
Chairman

Attest:

By: _____
County Clerk

SERVICE LEAGUE OF CHEROKEE COUNTY, GEORGIA, INC.

(AFFIX CORPORATE SEAL)

By: _____
Delane Stevens, President

Attest:

By: _____
Millie Cline, Secretary



Cherokee County, Georgia
Agenda Request

SUBJECT: East Park

MEETING DATE: September 23, 2014

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

COMMISSION ACTION REQUESTED: It is requested that the BOC approve the selection of Lose & Associates as the Landscape Architect/Engineers for East Park, and approve award of the Professional Services Agreement in the not to exceed amount of \$557,000.00.

FACTS AND ISSUES: In accordance with Cherokee County procurement and purchasing requirements, on August 14, 2014, ten (10) proposals were received in response to RFP 2014-53, issued July 11, 2014. On August 26, 2014, the selection committee met to present their individual criteria score sheets for tally to determine the top ranked firms to be interviewed. On September 8, 2014, the three top ranked firms: (1) Lose & Associates, (2) Foresite Group, and (3) Hayes James & Associates were interviewed. After totaling all interview points of the interview, added to the criteria points of the written proposals, Lose & Associates scored and ranked highest, and is recommended for selection as the East Park Landscape Architect/Engineers.

Attached is a copy of the final total scores, from the initial review of written proposals, and of the interviews with the top ranked firms. Rankings going into the interviews were (1) Lose & Associates, (2) Foresite Group and (3) Hayes, James & Associates. Final rankings were unchanged following the interviews. The fees ranged from a low of \$340,000.00 to a high of \$1,142,000.00. The average fee was approximately \$595,000.00. The fee includes preliminary master planning, schematic design, survey and geotechnical services and final landscape architecture and engineering design, bid/award assistance, construction administration services and project completion and closeout assistance.

Schedule: Preliminary planning and site survey services will begin in early October 2014, upon execution of the agreement. Community meetings are planned for early November 2014; before the start of the holidays. Final design and engineering will run from December 2014 to approximately June 2015, with bidding to occur summer 2015, for a projected start of construction by fall 2015, for completion in late 2016; following a 12 to 14 month construction period.

BUDGET:

Budgeted Amount:	\$9,375,000.00	Account Name:	EAST PARK
Amount Encumbered:	\$ 0.00	Account #:	PR 110
Amount Spent to Date:	\$ 414,406.18		
Amount Requested:	\$ 557,000.00		
Remaining Budget:	\$8,403,593.82		

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: It is requested that the BOC approve the selection of Lose & Associates as the Landscape Architect/Engineers for East Park, and approve award of the Professional Services Agreement in the not to exceed amount of \$557,000.00.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER:

CRITERIA POINT EVALUATION AND POINTS ASSIGNMENT

PROJECT: 2014-53: EAST PARK (New)

CONSULTANT NAMES	Lose & Associates	Foresite Group	Hayes-James	Moreland Altobelli	Robert & Co	URS (w/ JB+A)	Cooper-Carry	Jacobs Engineering	Pond & Co	Design Workshop
MEMBER 1	135.883	128.185	101.546	121.584	108.623	106.000	56.067	61.113	25.000	37.852
MEMBER 2	139.883	119.185	118.546	132.854	110.623	115.000	115.000	95.113	64.000	81.852
MEMBER 3	144.610	147.760	159.770	167.130	147.650	168.000	168.000	144.890	130.000	107.090
MEMBER 4	148.883	121.185	118.546	97.584	102.623	90.000	90.000	81.113	45.000	43.852
MEMBER 5	147.610	124.760	116.770	82.130	94.650	65.000	65.000	36.890	35.000	20.090
INTERVIEW	22.000	15.000	5.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
GRAND TOTAL POINTS	738.869	656.075	620.178	601.282	564.169	544.000	494.067	419.119	299.000	290.736
AVERAGE POINTS	147.774	131.215	124.036	120.256	112.834	108.800	98.813	83.824	59.800	58.147
RANKING	1	2	3	4	5	6	7	8	9	10
FEE	\$ 557,000.00	\$ 442,000.00	\$ 512,530.00	\$ 404,600.00	\$ 537,200.00	\$ 340,000.00	\$ 632,275.00	\$ 684,500.00	\$ 691,490.00	\$ 1,142,000.00

Average Fee	\$ 594,359.50	BASED ON ALL 10 SUBMITTED FEES
Low	\$ 340,000.00	
High	\$ 1,142,000.00	
Difference Award to Average	\$ 37,359.50	
Average Fee (less low & high)	\$ 557,699.38	
	\$ 699.38	Difference Award to Average (less low & high)

CRITERIA POINT EVALUATION AND POINTS ASSIGNMENT

28-Aug-14

PROJECT:

EAST PARK NEW

NUMBER OF FIRMS SUBMITTING

CONSULTANT NAMES

	1	2	3	4	5	6	7	8	9	10
	URS (JB+A)	Moreland Altobelli	Foresite Group	Hayes-James	Robert & Co	Lose Assoc	Cooper-Carry	Jacobs Engineering	Pond & Co	Design Workshop
LOWEST FEE										HIGHEST FEE
FEE SUBMITTED	\$ 340,000.00	\$ 404,600.00	\$ 442,000.00	\$ 512,530.00	\$ 537,200.00	\$ 557,000.00	\$ 632,275.00	\$ 684,500.00	\$ 691,490.00	\$ 1,142,000.00

NUMBER OF PROPOSALS

FEE DIFFERENCE: LOWEST FEE TO HIGHEST FEE

	1	2	3	4	5	6	7	8	9	10
	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00

FEE DIFFERENCE: EACH FEE TO HIGHEST FEE

	\$ 802,000.00	\$ 737,400.00	\$ 700,000.00	\$ 629,470.00	\$ 604,800.00	\$ 585,000.00	\$ 509,725.00	\$ 457,500.00	\$ 450,510.00	\$ -
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% OF FEE DIFFERENCE: EACH FEE TO HIGHEST FEE

	100.00%	91.95%	87.28%	78.49%	75.41%	72.94%	63.56%	57.04%	56.17%	0.00%
--	---------	--------	--------	--------	--------	--------	--------	--------	--------	-------

FEE AWARD POINTS: HIGHEST POINTS FOR LOWEST FEE

	30	30	30	30	30	30	30	30	30	30
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POINT ASSIGNMENT BASED ON % OF FEE DIFFERENCE

	30.000	27.584	26.185	23.546	22.623	21.883	19.067	17.113	16.852	0.000
CONSULTANT NAMES	URS (JB+A)	Moreland Altobelli	Foresite Group	Hayes-James	Robert & Co	Lose Assoc	Cooper-Carry	Jacobs Engineering	Pond & Co	Design Workshop

FOR INFORMATION ONLY: NOT PART OF CRITERIA REVIEW FOR POINTS

AVERAGE FEE PROPOSAL AMOUNT	\$ 594,359.50									
DIFFERENCE: ABOVE FEE TO AVERAGE	\$ (254,359.50)	\$ (189,759.50)	\$ (152,359.50)	\$ (81,829.50)	\$ (57,159.50)	\$ (37,359.50)	\$ 37,915.50	\$ 90,140.50	\$ 97,130.50	\$ 547,640.50

CRITERIA POINT EVALUATION AND POINTS ASSIGNMENT

28-Aug-14

PROJECT: EAST PARK NEW

NUMBER OF FIRMS SUBMITTING

CONSULTANT NAMES

FEE DIFFERENCE: LOWEST FEE TO HIGHEST FEE

FEE DIFFERENCE: EACH FEE TO HIGHEST FEE

% OF FEE DIFFERENCE: EACH FEE TO HIGHEST FEE

FEE AWARD POINTS: HIGHEST POINTS FOR LOWEST FEE

POINT ASSIGNMENT BASED ON % OF FEE DIFFERENCE

CONSULTANT NAMES

	1	2	3	4	5	6	7	8	9	10
CONSULTANT NAMES	URS (w/ JB+A)	Moreland Altobelli	Foresite Group	Hayes-James	Robert & Co	Lose & Assoc	Cooper-Carry	Jacobs Engineering	Pond & Co	Design Workshop
	LOWEST FEE									HIGHEST FEE
FEE DIFFERENCE: LOWEST FEE TO HIGHEST FEE	\$ 340,000.00	\$ 404,600.00	\$ 442,000.00	\$ 512,530.00	\$ 537,200.00	\$ 557,000.00	\$ 632,275.00	\$ 684,500.00	\$ 691,450.00	\$ 1,142,000.00
FEE DIFFERENCE: EACH FEE TO HIGHEST FEE	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00	\$ 802,000.00
% OF FEE DIFFERENCE: EACH FEE TO HIGHEST FEE	100.00%	91.95%	87.28%	78.49%	75.41%	72.94%	63.56%	57.04%	56.18%	0.00%
FEE AWARD POINTS: HIGHEST POINTS FOR LOWEST FEE	30	30	30	30	30	30	30	30	30	30
POINT ASSIGNMENT BASED ON % OF FEE DIFFERENCE	30.00	27.58	26.18	23.55	22.62	21.88	19.07	17.11	16.85	0.00
CONSULTANT NAMES	URS (w/ JB+A)	Moreland Altobelli	Foresite Group	Hayes-James	Robert & Co	Lose & Assoc	Cooper-Carry	Jacobs Engineering	Pond & Co	Design Workshop

FOR INFORMATION ONLY: NOT PART OF CRITERIA REVIEW FOR POINTS

AVERAGE FEE PROPOSAL AMOUNT	\$ 594,355.50									
DIFFERENCE: ABOVE FEE TO AVERAGE	\$ (254,355.50)	\$ (189,755.50)	\$ (152,355.50)	\$ (81,825.50)	\$ (57,155.50)	\$ (37,355.50)	\$ 37,919.50	\$ 90,144.50	\$ 97,094.50	\$ 547,644.50
EQUAL SLIDING SCALE POINT ASSIGNMENT	3.33	DIFFERENCE PER PROPOSER ON SLIDING SCALE								
FEE AWARD POINTS: PER SLIDING SCALE	30.00	26.67	23.33	20.00	16.67	13.33	10.00	6.67	3.33	0.00
DIFFERENCE: CALCULATED POINTS LESS SLIDING SCALE POINTS	0.00	0.92	2.85	3.55	5.96	8.55	9.07	10.45	13.52	0.00
GRAND TOTAL (all services) FEE % BASED ON CONSTRUCTION BUDGET OF:	\$ 9,000,000.00									
FEE % OF CONSTRUCTION ONLY BUDGET	3.778%	4.496%	4.911%	5.695%	5.969%	6.189%	7.025%	7.606%	7.683%	12.689%

POINTS ASSIGNED: AVERAGE OF BOTH	30.00	27.13	24.76	21.77	19.65	17.61	14.53	11.89	10.09	0.00
FOR INFORMATION ONLY: NOT PART OF CRITERIA REVIEW FOR POINTS	URS (w/ JB+A)	Moreland Altobelli	Foresite Group	Hayes-James	Robert & Co	Lose & Assoc	Cooper-Carry	Jacobs Engineering	Pond & Co	Design Workshop

CHEROKEE COUNTY BOARD OF COMMIS

ABOVE/BELOW AVERAGE
(POS<AVG, NEG>AVG)

		Jac	W	High	Average	LOSE	FORESIT	HAYES- JAMES
						E		
Programming & Master Planning & Assoc Cost Estimate Fee - Lump Sum	Fee Amount A	5,000		157,000	50,496	35,496	10,496	18,746
Boundary/Topo Survey Services	Fee Amount B	5,000		95,000	62,821	(3,180)	45,821	(11,180)
GeoTech Info & Data, Soil Borings	Fee Amount C	1,000		35,000	20,422	14,422	(14,578)	1,642
Schematic Design - Phase 1	Fee Amount D	7,400		148,000	75,882	(34,118)	35,882	(19,118)
Design & Eng, Cost Estimating, Bidding & Construction Admin, Close-out & Transition (% of Phase 1 Budget)	Fee Amount E1		00%	15.51%	5.84%	1.84%	0.84%	2.54%
Design & Eng, Cost Estimating, Bidding & Construction Admin, Close-out & Transition (Lump Sum Fee Phase 1)	Fee Amount E2	48,596		724,000	384,735	24,735	74,735	91,735
Total - A, B, C, D + E2								
		NTE Lump Sum						
		68,000		1,142,000	594,356	37,356	152,356	81,826

URS	34
More-Alto	40
Foresite	44
Hayes-James	51
Robert & Co	53
Lose	55
Cooper-Carry	63
Jacobs	68
Pond	69
Design Wkshp	1,14



Cherokee County, Georgia Agenda Request

2.2

SUBJECT: Subdivision Acceptance
Centennial Lakes
Pods 2, 4-A, 4-B, 7-A, 12-A, 12-B and 16-A

MEETING DATE: September 23, 2014

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

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in seven (7) phases of the Centennial Lakes Subdivision – Pods 2, 4-A, 4-B, 7-A, 12-A, 12-B and 16-A.

FACTS AND ISSUES:

The Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Centennial Lakes Subdivision – Pods 2, 4-A, 4-B, 7-A, 12-A, 12-B and 16-A. Based upon their recommendation this project meets the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

- Included are:
- Celebration Lane – 458 LF
 - Liberty Drive – 2,048 LF
 - Vintage Way – 159 LF
 - American Lane – 175 LF
 - Olympic Way – 1,775 LF
 - Shaw Drive – 1,247 LF
 - History Way – 158 LF
 - Harrison Drive – 1,061 LF
 - Harrison Circle – 216 LF
 - Independence Way – 249 LF

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in seven (7) phases of the Centennial Lakes Subdivision – Pods 2, 4-A, 4-B, 7-A, 12-A, 12-B and 16-A.

REVIEWED BY:

DEPARTMENT HEAD: _____
 AGENCY DIRECTOR: _____
 COUNTY MANAGER _____



Cherokee County Government

ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

September 8, 2012

Mr. L. B. Ahrens, Jr., Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

**Re: Final Acceptance – Centennial Lakes Pod 2, Pod 4-A, Pod 4-B, Pod 7-A,
Pod 12-A, Pod 12-B and Pod 16A.
Including all or part of: Celebration Lane, Liberty, Vintage Way, American
Lane, Olympic Way, History Way, Harrison Drive, Harrison Circle, and
Independence Way.**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in blue ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Centennial Lakes, Pod 2**, for County Maintenance.

Whereas, it is hereby found and determined that all or a portion of **Celebration Lane (458 L.F.)**, **Liberty Drive (1,065 L.F.)**, and **Vintage Way (159 L.F.)** do meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **Celebration Lane (458 L.F.)**, **Liberty Drive (1,065 L.F.)**, and **Vintage Way (159 L.F.)** all having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes, Pod 2**, and located in **Land Lots 1198 and 1199**, of the **21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2014

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Centennial Lakes, Pod 4-A**, for County Maintenance.

Whereas, it is hereby found and determined that all or a portion of **American Lane (175 L.F.)**, **Olympic Way (1,138 L.F.)**, and **Shaw Drive (1,247 L.F.)** do meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **American Lane (175 L.F.)**, **Olympic Way (1,138 L.F.)**, and **Shaw Drive (1,247 L.F.)**, all having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes, Pod 4-A**, and located in **Land Lots 1199, 1249, & 1250**, of the **21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2014

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A **Resolution accepting** the streets or portions of streets within **Centennial Lakes, Pod 4-B**, for County Maintenance.

Whereas, it is hereby found and determined that all or a portion of **Olympic Way (289 L.F.)** does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **Olympic Way (289 L.F.)**, having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes, Pod 4-B**, and located in **Land Lots 1250 and 1251**, of the **21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2014

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Centennial Lakes, Pod 7-A**, for County Maintenance.

Whereas, it is hereby found and determined that all or a portion of **Liberty Drive (983 L.F.)**, and **History Way (158 L.F.)** do meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **Liberty Drive (983 L.F.)** and **History Way (158 L.F.)**, all having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes, Pod 7-A**, and located in **Land Lot 1198**, of the **21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2014

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A **Resolution accepting** the streets or portions of streets within **Centennial Lakes, Pod 12-A**, for County Maintenance.

Whereas, it is hereby found and determined that all or a portion of **Harrison Drive (767 L.F.)**, does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **Harrison Drive (767 L.F.)**, having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes, Pod 12-A**, and located in **Land Lot 1178**, of the **21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2014

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Centennial Lakes, Pod 12-B**, for County Maintenance.

Whereas, it is hereby found and determined that all or a portion of **Harrison Drive (294 L.F.)** and **Harrison Circle (216 L.F.)** do meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **Harrison Drive (294 L.F.)** and **Harrison Circle (216 L.F.)**, both having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes, Pod 12-B**, and located in **Land Lot 1178**, of the **21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2014

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Centennial Lakes, Pod 16-A**, for County Maintenance.

Whereas, it is hereby found and determined that all or a portion of **Independence Way (249 L.F.)**, and **Olympic Way (348 L.F.)**, do meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **Independence Way (249 L.F.)** and **Olympic Way (348 L.F.)**, both having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes, Pod 16-A**, and located in **Land Lots 1249 and 1250**, of the **21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2014

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County, Georgia Agenda Request

SUBJECT: Solicitor General Grant Renewal

MEETING DATE: 9/23/2014

SUBMITTED BY: Jessica Moss, Solicitor General

COMMISSION ACTION REQUESTED:

Accept the 2014 VOCA Continuation Award in the amount of \$45,814 for County FY2015.

FACTS AND ISSUES:

The Criminal Justice Coordinating Council (CJCC) has allocated continued funding to the Solicitor General's Office through the Victims of Crime Act Program and administered by the Prosecuting Attorneys' Council of Georgia (PACGA).

Funding is for the period of October 1, 2014 through September 30, 2015; the federal funds total \$36,651 and the required County match totals \$9,163, total contract \$45,814.

No budget amendment is needed; this grant has been budgeted in the County FY2015 Proposed Budget (total outlined below) for review and adoption by the Board. The difference of \$1,183 in the grant contract total of \$45,814 and the County proposed budget total of \$46,997 is due to the 2% COLA and additional health insurance costs.

BUDGET:

Budgeted Amount: \$46,997
Amount Encumbered: \$0
Amount Spent to Date: \$0
Amount Requested: \$0
Amended Budget: \$46,997

Account Name: Grant Fund 250 – VOCA1
Account #: 22310000-5xxxxx-VOCA1

Budget Adjustment Necessary: Yes* No *If yes, a Budget Amendment form MUST be attached.

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:

Accept the 2014 VOCA Continuation Award in the amount of \$45,814 for County FY2015.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Jessica K. Moss

CJCC Budget Detail Worksheet

Agency Name:	Cherokee County
Subgrant Number:	
Project:	Solicitor General Victim Advocate
Select grant type:	VOCA

Purpose: This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

NOTE - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking. If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

A (1). Personnel-- List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost	Match?
Victim Advocate	Kayla Fillingim	\$32,601.00	96%	Biweekly	\$31,394.00	N/A
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
PERSONNEL TOTAL						\$31,394	

A (2). Volunteers -- If applicable, simply enter the number of hours of service volunteers will perform to meet the match requirement. Volunteers MUST be valued at \$12/hour unless approved by CJCC staff for a higher rate. Remember that VOCA awardees must meet a minimum volunteer match of 25% of the total 20% match requirement. Do not change the drop-down selection box from "In-kind" or your match will not calculate correctly.

Volunteers	Hours	Rate	Total value	Match
	191.00	\$12.00	\$ 2,292.00	In-Kind
VOLUNTEERS TOTAL			\$2,292.00	

A (3). Fringe-- Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a percentage of salary or wages	% Time to Project	Cost	Match?
Victim Advocate	Kayla Fillingim	\$32,601.00	FICA	7.45%	100%	\$2,428.77	N/A
Victim Advocate	Kayla Fillingim	\$32,601.00	Retirement	6.00%	100%	\$1,956.06	Cash
Victim Advocate	Kayla Fillingim	\$32,601.00	Insurance	23.68%	100%	\$7,719.92	Cash
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
FRINGE TOTAL						\$12,104.75	

PERSONNEL GRAND TOTAL **\$45,791**

B. Travel-- Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs. Please note that the maximum reimbursement rate is \$0.565 per mile, but if your agency's reimbursement rate is lower you must use that rate instead.

Trainings and Conferences		**All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor.						
Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost	Match?
							\$0.00	
							\$0.00	
							\$0.00	

							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

Mileage						
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
TRAVEL TOTAL					\$0.00	

C. Equipment-- List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
EQUIPMENT TOTAL				\$0.00	

D. Supplies-- List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	Define Unit	# Units	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
SUPPLY TOTAL					\$0.00	

E. Printing-- List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	Define unit	# Units	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
PRINTING TOTAL					\$0.00	

F. (1) Other Costs-- List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	Define Unit	# Units	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (1) Subtotal					\$0.00	

F. (2) Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
F. (2) Subtotal					\$0.00	

F. (3) Contracts: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Vendor	Service Provided	Cost	Match?
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
F. (3) Subtotal			\$0.00	

F. OTHER TOTAL	\$0
----------------	-----

Budget Summary--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category		Amount	
A. Personnel and Fringe		\$45,791	
B. Travel		\$0	
C. Equipment		\$0	
D. Supplies		\$0	
E. Printing		\$0	
F. Other		\$0	
TOTAL PROJECT COSTS		\$45,791	
Federal Request		\$36,633	
Match Amount		\$9,158	
Match Breakdown	Cash	\$6,866	75%
	In-Kind	\$2,292	25%
	Volunteer Match for VOCA	\$2,292	25%

Budget Narrative

NOTE: If a Non-Federal amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program
CJCC GrantNo. _____

County: Cherokee
Implementing Prosecuting Attorney: Solicitor General - J. Moss
Federal Funds: \$ 36,651
Matching Funds: \$ 9,163
Total Funds: \$ 45,814
Initial Grant Period: October 1, 2014 to September 30, 2015

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as the "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the Cherokee County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the ~~(District Attorney)~~ (Solicitor-General) for the Cherokee ~~(Judicial Circuit)~~ (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between the PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2014 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.
 - (a) The parties acknowledge and agree that the PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are

upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

- (b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into a MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.
- (c) The CFDA number for this grant program is 16.575.
- (d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

- (a) Exhibit A contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for the PACGA, the County and the Prosecuting Attorney.
- (b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

- (a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.
- (b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2.
- (c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:
 - (1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;

- (2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.
 - (d) PACGA shall, upon the terms and conditions contained herein, grant to County, and the County hereby accepts, an amount not to exceed the amount designated in the approved budget to be used solely as defined on Exhibit B.
6. Budget Limitation: The approved budget total may not be exceeded without the written approval of PACGA. The County is responsible for any expenditures that exceed the approved budget. Any such expenditures may be credited toward meeting the matching fund requirements of the Grant.
7. Matching Funds Requirement:
- (a) The Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.
 - (b) The matching funds requirement for this MOA is 20% of the approved budget amount.
 - (c) 25% of the 20% matching funds MUST be in the form of a volunteer in-kind match for each funded office unless the requirement is waived in writing by PACGA and CJCC.
8. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

- (a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports (VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31	Due: January 15
Quarter 2	January 1 – March 31	Due: April 15
Quarter 3	April 1 – June 30	Due: July 15
Quarter 4	July 1 – September 30	Due: October 15, 2015

- (b) Outcome Performance Measurement Surveys (Bi-annual).
 - (1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Period 1	November 1 – April 30	Due: May 30
Period 2	May 1 – October 31	Due: November 30

- (2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website:
<http://cjcc.georgia.gov/outcome-performance-tools-1>.

9. Financial Reporting Requirements:

- (a) The County will submit a budget worksheet to PACGA no later than October 15, 2014. The budget must include funding for Personnel only. Exhibit B contains a copy of the approved budget from the previous grant year (2013-2014). A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.
- (b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Deadlines are as follows:

Quarter 1	October 1 – December 31	Due: January 15
Quarter 2	January 1 – March 31	Due: April 15
Quarter 3	April 1 – June 30	Due: July 15
Quarter 4	July 1 – September 30	Due: October 15, 2015

- (c) Counties and Prosecuting Attorneys who use volunteer hours as in-kind match must document those hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.
- (d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:
- (1) The point of contact information ;
 - (2) Request to modify budget within currently approved categories;
 - (3) Request for a no-cost extension;
 - (4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).

10. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of

Automatic Clearing House (ACH) payment (See Exhibit C).

11. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth in PACGA Policy 11.2 (See Exhibit D) and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions (See Exhibit E) must be returned to PACGA.
12. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other grant dollars.
13. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the completion of said project and shall be made available to PACGA upon request. Personnel records for grant funded positions must be retained as provided by the state retention schedule for Personnel records.
14. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
15. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.
16. Termination:
 - (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
 - (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of the PACGA as of that moment. Certification by the Executive Director of the PACGA of the occurrence of

either of the events stated above shall be conclusive.

- (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
 - (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
- (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (2) County knowingly provides fraudulent, misleading or misrepresentative information to the PACGA.
 - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.
 - (4) An assignment is made by the County for the benefit of creditors.
 - (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

17. Victims of Crime Act - Funding Conditions:

- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.

- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.
 - (c) The County hereby assures and certifies that it:
 - (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-33, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements --- 28 C.F.R., Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project;
 - (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
 - (3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
18. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.
19. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:

Signature

Date signed by Prosecuting Attorney

The Honorable
~~District Attorney~~, _____ ~~Judicial Circuit~~
Solicitor-General, Cherokee _____ County

COUNTY EXECUTION:

Signature

Chairman

Title
Designee for County _____ County

Date signed by County

PACGA EXECUTION:

Signature

Date signed by Council

Charles A. Spahos
Executive Director
Prosecuting Attorneys' Council of Georgia
104 Marietta Street NW, Suite 400
Atlanta, Georgia 30303-2743

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
Attn: Kathy Kemp
104 Marietta Street, NW, Suite 400
Atlanta, Georgia 30303-2743
Telephone No: (404) 969-4001
Email: kkemp@pacga.org

2. The County's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

Cherokee County Board of Commissioners
Attention: Kristi Thompson
1130 Bluffs Pkwy
Canton, GA 30114
Telephone No.: 770-721-7805
Email: kthompson@cherokeega.com

3. The County shall receive reimbursement via ACH deposited into the following account name:

Cherokee County BOC Operating Account

If funds are to be deposited into any account other than that of the County, an official, signed document from the county must be submitted.

4. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

Solicitor General's Office of Cherokee County
Attention: Jessica Moss
90 North Street
Canton, GA 30114
Telephone No.: 678-493-6379
Email: jmoss@cherokeega.com

EXHIBIT B
Approved Budget from Grant Year 2013-2014

							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

Mileage						
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
TRAVEL TOTAL					\$0.00	

C. Equipment-- List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
EQUIPMENT TOTAL				\$0.00	

D. Supplies-- List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	Define Unit	# Units	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
SUPPLY TOTAL					\$0.00	

E. Printing-- List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	Define unit	# Units	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
PRINTING TOTAL					\$0.00	

F. (1) Other Costs-- List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	Define Unit	# Units	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (1) Subtotal					\$0.00	

F. (2) Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
F. (2) Subtotal					\$0.00	

F. (3) Contracts: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Vendor	Service Provided	Cost	Match?
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
F. (3) Subtotal			\$0.00	

F. OTHER TOTAL	\$0
----------------	-----

Budget Summary—When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount		
A. Personnel and Fringe	\$45,813		
B. Travel	\$0		
C. Equipment	\$0		
D. Supplies	\$0		
E. Printing	\$0		
F. Other	\$0		
TOTAL PROJECT COSTS	\$45,813		
Federal Request	\$36,651		
Match Amount	\$9,163		
Match Breakdown	Cash	\$6,871	75%
	In-Kind	\$2,292	25%
	Volunteer Match for VOCA	\$2,292	25%

Budget Narrative

NOTE: If a Non-Federal amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout your budget narrative and detail worksheet for which items these funds will be used.

EXHIBIT C
ACH Form



VENDOR MANAGEMENT FORM (PeopleSoft Financial System)

The initiating Agency will submit this form to the Vendor Management Group for verification and approval. Agency must complete section 5 of the form to obtain approval.

SECTION 1 – VENDOR IDENTIFICATION (COMPLETE ALL APPLICABLE FIELDS)

VENDOR NUMBER: _____ FEI/SSN/EMP ID NUMBER: 58-6000799

VENDOR NAME: Cherokee County

PAYMENT ALT NAME: (IF CHECK IS TO BE PAYABLE IN A DIFFERENT NAME) _____

ADDRESS: 1130 Bluffs Pkwy _____

ADDRESS CONT: _____

CITY: Canton STATE: GA ZIP CODE: 30114 COUNTRY: US

PHONE NUMBER: (770) 721-7805 FAX NUMBER: (678) 493-6034

EMAIL: kthompson@cherokeega.com

SECTION 2 – BANK ACCOUNT INFORMATION (ATTACH COPY OF VOIDED CHECK)

ROUTING # 121000248 BANK ACCOUNT # 2000138974925

Check here if General Bank Account can be used by ALL State of Georgia agencies making payments

Check here if this account can only be used for a SPECIFIC purpose _____

(Indicate specific purpose for which this account can be used)

I authorize the State of Georgia to deposit payment for goods or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named above. I understand it is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information.

Kristi B. Thompson _____ 09/17/14

(Vendor Printed Name) (Vendor Signature) (Date)

SECTION 3 – SPECIFY TYPE OF ACTION (CHECK ALL THAT APPLY)

- | | | |
|--|---|--|
| <input type="checkbox"/> New Vendor | <input type="checkbox"/> Employee | <input type="checkbox"/> 1099 Code _____ |
| <input type="checkbox"/> Classification Change _____ | <input type="checkbox"/> Add address | <input type="checkbox"/> FEI/TIN Change** |
| <input type="checkbox"/> Name Change** | <input type="checkbox"/> Change of Address: Address # _____ | <input type="checkbox"/> Right of Way Purchase |
| <input type="checkbox"/> Vendor Deactivation | <input type="checkbox"/> Fleet Anywhere Vendor | <input checked="" type="checkbox"/> Other (provide details in Section 4) |
| <input type="checkbox"/> Bank Account Add | <input type="checkbox"/> Bank Account Change | <input type="checkbox"/> Bank Account Delete |

Documentation for Vendor Name/TIN changes must include at least one of the following: IRS documentation (tax documents, FEI issuance letter, etc); Confirmation from Secretary of State's office of legal name change OR a newly completed W-9 form provided by the vendor.

SIC CODES (CHECK ALL THAT APPLY)

- | | | | | |
|--|--|---|---|---|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Women Owned | <input type="checkbox"/> Minority Business Enterprise | <input type="checkbox"/> African American | <input type="checkbox"/> Asian American |
| <input type="checkbox"/> GA Based Business | <input type="checkbox"/> Minority Business Certified | <input type="checkbox"/> Hispanic-Latino | <input type="checkbox"/> Native American | <input type="checkbox"/> Pacific Islander |

SECTION 4 – ADDITIONAL COMMENTS

No change; Cherokee County is current vendor and receiving electronic payments. No new address, no new bank account information.

SECTION 5 – STATE OF GEORGIA AGENCY CONTACT INFORMATION (OFFICE USE ONLY)

Requestor Name: Latoria Smith Agency BU#: 41800 Date: 09/17/14

Email: kthompson@cherokeega.com Phone: (404) 969-4015 Fax #: _____

EXHIBIT D
PAC Policy 11.2



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013

11.2

Victim Services

**Victims of Crimes Act - Funding
Conditions**

1. Purpose.

This Policy establishes policies, procedures and conditions that apply to all prosecution-based victim services programs that receive funding through the Prosecuting Attorneys' Council (PACGA or "the Council") as specified in Section 3.

2. Authority.

- (a) Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112.
- (b) O.C.G.A. §§ 15-18-14.2; 15-18-40(c); 15-18-73(b).

3. Scope.

- (a) This policy applies to all district attorneys and solicitors-general offices that receive federal funding under the Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112, as amended, (hereinafter referred to as "funded offices") that are administered by PACGA pursuant to one or more grants from the Criminal Justice Coordinating Council.
- (b) The provisions of this policy constitute binding special conditions that must be adhered to as a condition of the receipt of grant funds and are in addition to any other special conditions that may apply to the federal grant program.

4. Definitions.

- (a) "CJCC" means the Criminal Justice Coordinating Council.
- (b) "Funded office" means a district attorney's office or a solicitor-general's office that is receiving VOCA funds through the Council.
- (c) "OJP" means the Office of Justice Programs of the United States Department of Justice.
- (d) "VOCA" means the Victims of Crime Act, 42 U.S.C. Chapter 112.
- (e) "VWAP" means a prosecution-based victim-witness assistance program operated by a funded office.



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5. Role of the Council.

- (a) The Council is the fiscal officer for the prosecuting attorneys and the recipient of federal funds under VOCA. The Council is responsible to the CJCC, and through them to the federal grantor agency, for providing administrative oversight and insuring that all prosecuting attorneys' offices receiving VOCA funds comply with all state and federal statutes, rules, regulations applicable to such grant as well as any special conditions that apply to the grant.
- (b) The Executive Director is responsible to the Council for the proper administration of the grant and timely making any reports required by the grant. The Executive Director may designate one or more employees to perform any function necessary to administer the grant or which necessarily appertain thereto.

6. Responsibilities of District Attorney's Offices or Solicitor-General's Offices.

- (a) The district attorney or solicitor-general of a funded office is responsible for the proper administration of the funds received by their office and compliance with this Policy.
- (b) The district attorney or solicitor-general of a funded office may designate, in writing, an employee to be responsible for the administration of the grant fund and making any reports required by this policy or the grant. A copy of such designation shall be submitted to the Executive Director or his or her designee.
- (c) Each funded office agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program available at
<http://www.ojp.usdoj.gov/ovc/voca/vaguide.htm>
- (d) Each funded office agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Council or CJCC during and subsequent to the grant award period.
- (e) Each funded office agrees to obtain and maintain a Data Universal Numbering System (DUNS) number and to provide that number to the Council.



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7. Delivery of Services to Victims.

- (a) No cost for Services. Funded offices must provide services to crime victims at no charge.
- (b) Core Services. Funded offices must, at a minimum, abide by the provisions of the "Crime Victims' Bill of Rights," O.C.G.A. § 17-17-1, et seq., including, but not limited providing the following core services:
 - (1) Educating victims about their role in the criminal justice process.
 - (2) Stabilizing Lives:
 - (A) Funded offices shall:
 - (i) Coordinate crime scene clean-up services;
 - (ii) Provide information and assistance with the return of stolen/damaged property;
 - (iii) Provide referrals to and coordinate services with agencies that provide food, shelter, support groups, medical care, and crisis/emergency intervention and long-term therapy/counseling;
 - (iv) Provide assistance with information, application, and document collection for Crime Victim Compensation, ensuring that all victims understand their rights to receive compensation, all applicable eligibility requirements, and all application procedures;
 - (v) Provide assistance with information, application, and document collection for restitution in order to ensure that restitution is made a part of every applicable criminal sentence; and
 - (vi) Provide assistance with other applications (TANF, Immigration, leases, etc.) and/or other paperwork relating to acquiring services as a direct result of the crime.



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(B) Funded offices may:

- (i) Assist victims requesting assistance in working with bill collectors/creditors, where expenses directly resulted from the crime or loss of wages due to the crime; and
- (ii) Assist victims with employers and/or school administrators when victims lose wages, employment, or time as a direct result of the crime or cooperation with the prosecution.

(3) Meeting Emotional/Physical Needs: Funded offices shall:

- (i) Ensure advocates' availability to victims and law enforcement around the clock, ensuring provision of both information about victim options immediately following the crime and first-response emotional support & crisis intervention (homicide, aggravated assault and domestic/family violence cases, and crisis response);
- (ii) Assist with death and serious injury notifications for families of victims;
- (iii) Provide assistance with preparation of Victim Impact Statements and presentation of the Statements in court;
- (iv) Provide assistance with letters, victim impact statements, registration for Georgia Victim Impact Panel, facilitation of/accompaniment to Visitor's Day, clemency hearings and executions, etc.;
- (v) Provide follow-up services to victims at hospital facilities, coroner's offices, and/or funeral homes;
- (vi) Provide personnel availability during interviews to help victims feel more comfortable;
- (vii) Provide emotional support to victims and their families throughout the judicial process;



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- (viii) Provide practical assistance to ensure necessary court appearances of victims (e.g., services for disabled victims and translators); and
- (ix) Provide appropriate post-sentence referrals and intervention if needed.

(4) Meeting Safety & Security Needs. Funded offices shall:

- (i) Assist victims with safety planning;
- (ii) Coordinate communication with necessary professionals with on-going activities of the defendant that is putting the victim in fear and/or physical jeopardy;
- (iii) Prompt necessary actions to expedite a stage of the case for victim protection (i.e., alert prosecutors if a case is dismissed in Magistrate Court to initiate the indictment/bond process for victim protection);
- (iv) Prompt necessary actions to initiate the process for probation revocation if defendant violates the sentence terms and jeopardizes victim safety, etc.);
- (v) Provide information and advocacy regarding Temporary Protective Orders;
- (vi) Assist victims with notification requests to the county jail/Department of Corrections and Parole regarding the defendant's release from incarceration; and
- (vii) Provide a comfortable waiting area apart from defendant's family and acquaintances;

(5) Assisting with the Criminal Justice System. Funded offices shall:

- (i) Assist the victim and family members with understanding the criminal justice system and what to expect at each stage of the process;
- (ii) Assist the victim and family members with understanding all legal terminology and strategy during processing of the case;



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- (iii) Advocate for restitution at time of sentencing (this can become part of the sentence and if payment is not rendered, it may be a probation violation);
- (iv) Coordinate victim needs for transportation and travel that may include; air, train, bus, auto, accommodations, and meals;
- (v) Assist victims with warrant application processes and attend pre-warrant court hearings;
- (vi) Serve as liaison between victims, investigators, prosecutors and court personnel;
- (vii) Provide assistance to investigators and prosecutors for initial and ongoing contact with victims (e.g., interviews and scheduling of interviews);
- (viii) Ensuring that contact information and the physical location of the victim is maintained and accurate for continuation of services;
- (ix) Provide courtroom orientation and pre-trial preparation to testifying victims;
- (x) Escort victims to court and related hearings;
- (xi) Provide ongoing communication and information regarding status of the case, bond hearings, grand jury decisions, disposition options, appellate decisions, etc.;
- (xii) Attend hearings with victims or on behalf of victims when their presence is not required;
- (xiii) Assist victims with making contact with the Board of Pardons and Paroles and the Department of Corrections to request notification regarding a defendant's entry into the prison system and offering avenues for opinions on early parole release;

(6) Education/Collaboration:

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- (A) Funded offices shall have personnel:
- (i) Serve on community victim advocacy committees, boards of directors, and task forces, acting as liaison for prosecutor's offices and judicial system (i.e., shelters, rape-crisis centers, etc.);
 - (ii) Represent the office on various victims service bodies including; child fatality review, domestic violence fatality review, elder abuse task force, domestic violence task force, various multi-disciplinary teams, etc.;
 - (iii) Provide training to community, law enforcement, educational facilities and other professionals on victim assistance and victim related issues including, but not limited to, family violence, identity theft, sexual assault, child abuse, teen dating violence, elder abuse, the criminal and civil justice process, stalking, and crime prevention; and
 - (iv) Provide ongoing information and literature to educate victims about the Victim Assistance Program, crime, and other relevant issues through pamphlets, handouts, presentations, referrals, internet, etc.
- (B) Funded offices may have personnel serve on a Victim Impact Panel as member or coordinator, and hold monthly meetings, and assist in recruiting, training and maintaining victim panel members and speakers.
- (7) Prosecutorial Assistance: Funded offices shall:
- (i) As needed, assist investigators and prosecutors with obtaining reports from DFACS, child advocacy and assessment centers, and other agencies;
 - (ii) As needed, assist investigators and prosecutors with completing referral forms and setting up forensic interview at child advocacy and assessment centers;



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- (iii) Upon request from investigators, prosecutors, or child advocacy and assessment center personnel, will attend forensic interviews and multidisciplinary team meetings (MDT);
- (iv) As needed, assist investigators and prosecutors with documentation in domestic and family violence cases (pictures of victim's injuries, statements, etc.).

(8) Post conviction. If the accused is found guilty and sentenced to incarceration in the custody of the Georgia Dept. of Corrections (GDOC), funded offices will connect the victim with the GDOC victim services division and assist the victim with registering for offender status notifications.

(c) Limited English Proficient Victims.

- (1) Funded offices will provide services and literature in Spanish and other languages.
- (2) Each funded office must have a written plan that insures that victims who are not proficient in the English language are afforded access to services as required by Executive Order 13166. At a minimum, the plan must meet the requirements set forth in U.S. Dept. Of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41455-41472 (June 18, 2002).
- (3) In addition, funded offices that provide hotline services will provide PACGA 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.
- (4) For information and resources for providing services to LEP or disabled individuals, visit LEP.gov or Georgia's Americans with Disabilities Act Coordinator's Office, <http://ada.georgia.gov>. You may also contact CJCC for technical assistance with questions or concerns.



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(d) Immigration status.

Funded offices that rely on in-kind (non-cash) services necessary to protect life or safety without charge 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. See Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 2353-2001) 66 FR 3613.

(e) Victims of Federal Crimes.

Funded offices must provide services to victims of federal crimes on the same basis as victims of state and/or local crimes. A victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.

(f) Victims of Crimes Committed by Juveniles.

Beginning January 1, 2014, funded offices must provide services to a victim of a delinquent act committed by a child which would constitute a crime if committed by an adult as required by O.C.G.A. § 15-11-481. If the funded office opts out of prosecuting delinquency cases in one or more counties in accordance with O.C.G.A. § 15-18-6.1, the funded office must provide the Council with documentation showing how victims of delinquent acts in those counties will receive services required by O.C.G.A. § 15-11-481 and this Policy.

8. Use of Volunteers.

- (a) Funded offices must use volunteers unless CJCC determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.



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- (b) 25% of the 20% VOCA-required matching funds must be in the form of volunteer in-kind match for each funded office unless the requirement is waived, in writing by CJCC.
- (c) Funded offices seeking a waiver from this requirement because they are unable to recruit or maintain volunteers will have to document and demonstrate the efforts they undertook to find volunteers.
- (d) Funded offices shall furnish a listing of all project volunteers that provide direct services, a copy of the contract or agreement between each volunteer and the funded office identifying responsibilities for both parties, and a written job description indicating what types of direct services the volunteer will provide.
- (e) Funded offices will satisfy 25% of the required match (20%) through the in-kind 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 . Any request for deviation from this requirement must be submitted in writing to CJCC utilizing the volunteer requirement waiver request form. A copy of the request must be provided to PACGA.

9. Non-Discrimination in Service Provision.

- (a) As recipients of federal funds from the Department of Justice, all funded offices are subject to the following federal non-discrimination laws:
 - (1) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d;
 - (2) Section 504 of the Rehabilitation Act of 1973 - 29 U.S.C. §794;
 - (3) The Omnibus Crime Control and Safe Streets Act of 1968 - 42 U.S.C. § 3789d(c)(1);
 - (4) Title II of the Americans with Disabilities Act - 42 U.S.C. § 12132;
 - (5) Title IX of the Education Amendments of 1972 - 20 U.S.C. § 1681 (applicable to all funded offices that conduct training);
 - (6) The Age Discrimination Act of 1975 - 42 U.S.C. § 6101; and,

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- (7) Equal Treatment for Faith-Based Organizations - 28 C.F.R. Part 38 (prohibits discrimination based on religious affiliation during service delivery).
- (b) In the event that a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against a funded office, after a due process hearing, on the ground of race, color, national origin or sex, the funded office must submit a copy of the finding to the Council, the CJCC and the OJP Office of Civil Rights.
- (c) Any publications or brochures about the funded office that are distributed should contain the following statement:

The [funded office] does not discriminate against individuals or groups on the basis of race, color, national origin, religion, sex, immigration status, or disability. If you believe you have been the target of discrimination, you have the right to file a civil rights complaint. Information on how to file a civil rights complain can be found on the Office of Justice Programs website: <http://www.ojp.usdoj.gov/about/ocr/complaint.htm>.

10. Local Victim Assistance Program Funding, a/k/a Five Percent (5%) Funding, Certification & Reporting.

- (a) Funded offices must be certified and eligible to receive 5% funds by CJCC. Funded offices that are not certified as of the date that the funded office enters into the memorandum of agreement with Council, the county and the prosecuting attorney, must complete certification requirements prior to drawing down funds.
- (b) Funded offices are required by O.C.G.A. § 15-21-132 to submit an annual report through the Council to CJCC detailing the receipt and expenditure of 5% funds by January 15 of each year. This report must include the total amount of funds received pursuant to this Code section, the purposes for which the funds were expended, and the total number of victims served in each county for which the funds were received. A copy of the annual report shall also be submitted to each county governing authority from which funds were received pursuant to this Code section.



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11. Other Required Certifications.

- (a) As recipients of federal funds, funded offices are required to verify certain conditions and behaviors by completing certification requirements provided in the common rules for lobbying, drug-free workplaces, and suspension and debarment of the Office of Justice Programs (OJP).
- (b) Funded offices must complete and submit OJP Form 4061/6 entitled "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements" to the Council with the memorandum of agreement. A copy of the form can be found at:
<http://www.ojp.usdoj.gov/funding/forms/certifications.pdf>

12. Political Activity.

- (a) The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to funded office staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by federal grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.
- (b) If any changes occur in the funded office's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. Federal funds cannot be used, 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 approval of OJP.

13. Equal Employment Opportunity Plan.

Funded offices must meet the requirements of 28 CFR 42.301 et seq., Equal Employment Opportunity Plans (EEO Plan). The plan must cover the grant period specified in the grant application submitted by PACGA. If your office needs technical assistance in preparing an Equal Employment Opportunity Plan, please contact the Office of Civil Rights Compliance Specialist, Office of Justice Programs, Washington, D.C., (202) 307-0690.



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14. Training of Personnel.

- (a) All victim advocate staff must have completed 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA), CJCC, PACGA or an other organization approved by CJCC that provides training specific to serving crime victims. New staff must complete this training within 12 months of the start of employment as a victim advocate.
- (b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.
- (c) Funded offices understand and agree 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.gov/funding/ojptrainingguidingprinciples.htm>
- (d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Allowable Costs and Services.

The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

- (a) Immediate Health and Safety. Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as:
 - (1) Crisis intervention;
 - (2) Accompaniment to hospitals for medical examinations;



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- (3) Hotline counseling;
 - (4) Emergency food, clothing, transportation, and shelter (including emergency, short term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and
 - (5) Other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows, and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.
- (b) Mental Health Assistance - Those services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. "Therapy" refers to intensive professional psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.
- (c) Assistance with Participation in Criminal Justice and Juvenile Proceedings.
- (1) In addition to the cost of emergency legal services noted above, other costs associated with helping victims participate in the criminal justice system also are allowable. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; child care or respite care to enable a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements. Projects devoted to restitution advocacy on behalf of specific crime victims must be specifically approved by CJCC.
 - (2) VOCA funds cannot be used to pay for non-emergency legal representation such as divorces or civil restitution recovery efforts.



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- (d) Costs Necessary and Essential to Providing Direct Services - This includes prorated costs of rent, utilities (in certain situations, i.e. a shelter), transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate in the criminal justice system and local travel expenses for service providers.
- (e) Special Services - Services to assist crime victims with managing practical problems created by the victimization, such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and, helping to apply for public assistance.
- (f) Personnel Costs - Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; the cost of advertising to recruit VOCA-funded personnel; and the cost of training paid and volunteer staff.

16. Other Allowable Costs and Services.

- (a) The following other allowable costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:
- (b) The services, activities, and costs listed below are not generally considered direct crime victim services but often are necessary and essential activities to ensure that quality direct services are provided.
- (c) Before these costs can be supported with VOCA funds, the funded office must certify to PACGA that they have no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes.
- (d) The following list provides examples of such items:
 - (1) Skills training for staff -
 - (A) VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis, and the travel expenses associated with this training,



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- (B) Reimbursement of expenses for training must meet the Statewide Travel Policy promulgated by the State Accounting Office (SAO) and the Office of Planning and Budget (OPB) pursuant to O.C.G.A. § 50-5B-5 and Chapter 6 of the PAC Rules.
 - (C) Reimbursement of expenses for training will only be provided for staff approved in the budget and for volunteers.
- (e) Training Materials - VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers within the VOCA-funded organization and can support the costs of a trainer for in-service staff development when the amounts do not exceed federal standards. Staff from other organizations can attend in service training activities that are held for the funded office.
- (f) Equipment and Furniture.
- (1) VOCA funds may be used to purchase furniture and equipment that provide or enhance direct services to crime victims, as demonstrated by the funded office. VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, VOCA funds can support a pro-rated share of such an item.
 - (2) Funded offices cannot use VOCA funds to purchase equipment for another organization or individual to perform a victim-related service.
 - (3) Examples of allowable costs may include beepers, typewriters, computers, video-tape cameras and players for interviewing children, two-way mirrors, equipment and furniture for shelters, work spaces, victim waiting rooms, and children's play areas. The cost of furniture, equipment such as Braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victim services more accessible to persons with disabilities are allowable.
 - (4) Title to all equipment and/or supplies purchased with federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or



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supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.

(g) **Purchasing or Leasing Vehicles** - Funded offices may use VOCA funds to purchase or lease vehicles if they can demonstrate to Council and the state administrator at CJCC that such expenditure is essential to delivering services to crime victims. The VOCA administrator must give prior approval for all such purchases. Vehicles purchased or leased are subject to Council Policies 12.1, 12.2 and 12.3.

(h) **Advanced Technologies.**

- (1) At times, computers may increase an applicant's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.
- (2) In making such expenditures, the funded office must describe in the project budget how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the funded office's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements and supplies; and how these additional costs will be supported, as maintenance costs cannot be supported with VOCA funds.
- (3) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by PACGA.

(i) **Contracts for Professional Services.**

- (1) VOCA funds will not be used to support contract services except when it is necessary to contract for specialized services. Examples of these services include:
 - (A) Assistance in filing restraining orders or establishing emergency custody/visitation rights if the funded office can document to PACGA that the office has a demonstrated history of advocacy on behalf of domestic violence victims;



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- (B) Emergency psychological or psychiatric services; or
 - (C) Sign and/or interpretation for the hearing impaired or for crime victims whose primary language is not English.
- (2) Applicants are prohibited from using VOCA funds for contracted services which contain administrative, overhead, or other indirect costs included in the hourly or daily rate.
- (j) Operating Costs - Examples of allowable operating costs include: supplies; equipment use fees, when supported by usage logs; printing; photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the pro-rated share of audit costs.
- (k) Supervision of Direct Service Providers - CJCC may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, CJCC may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.
- (l) Repair and/or Replacement of Essential Items - VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. Funded offices wishing to use VOCA funds for these purposes must demonstrate the following:
- (1) That the building is owned by a state or local government and not rented or leased;
 - (2) All other sources of funding have been exhausted;
 - (3) There is no available option for providing the service in another location;
 - (4) That the cost of the repair or replacement is reasonable considering the value of the building; and
 - (5) The cost of the repair or replacement is pro-rated among all sources of income.



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- (m) Public Presentations - VOCA funds may be used to support presentations that are made in schools, community centers, or other public forums and designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by VOCA funds.

17. Motor Vehicle Operations.

- (a) Seat Belt Use. Pursuant to 23 U.S.C. 402 and 403, and 29 U.S.C. 668, funded offices, as a recipient of Federal contracts, subcontracts, and grants, shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating government-owned, rented, or personally owned vehicles.
- (b) Text Messaging While Driving. Text messaging while driving is prohibited for all personnel funded by grants administered by the Council pursuant to grants from CJCC. See Council Policy 12.2(6)(f).

18. Reporting Fraud or Criminal Activity Involving Grant Funds.

- (a) Funded offices agree to promptly refer to the U.S. Department of Justice (DOJ) Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, 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.
- (b) 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
 hotline fax: (202) 616-9881



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013

11.2

Victim Services

Victims of Crimes Act - Funding Conditions

- (c) Additional information is available from the DOJ OIG website at:
<http://www.justice.gov/oig/hotline/>

19. Use of psychologists, professional counselors, social workers, and marriage and family therapists.

- (a) Funded offices agree 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).
- (b) Funded offices agree to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).

20. Compliance with Federal Audit Requirements.

- (a) Funded offices must comply with the organizational audit requirements of the Single Audit Act as detailed in OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understand and agree that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 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.
- (b) The Council will provide each funded office with the Catalog of Federal Domestic Assistance (CFDA) number for this grant program.

21. Access to Records.

Funded offices will provide the Council, the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and their representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

22. Records & Reports; Use of TRACKER.

- (a) As used in this section:



Prosecuting Attorneys' Council of Georgia

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Victim Services

**Victims of Crimes Act - Funding
Conditions**

- (1) "TRACKER" means the Tracker Prosecutor Case Management System, a secure, on-line computer case management system operated by the Council;
 - (2) "VSSR Data" means data that documents the number of new and existing victims served, the demographics of victims, the type of crimes involved and the number and types of services provided to victims by funded offices.
- (b) Funded offices shall utilize TRACKER to document the number of new and existing victims served, the demographics of new victims, and the number and types of services provided victims of crime. Data shall be entered into TRACKER at or near the time services are provided.
- (1) Any funded office not on TRACKER on October 1, 2013 shall, as a condition of receiving funds, take all necessary steps to begin using TRACKER by the end of the first quarter.
 - (2) Funded offices not on TRACKER as of October 1, 2013, must maintain and submit VSSR data to the Council in such form as the Director of the Information Technology Division shall prescribe until such time as TRACKER becomes available for use by that office.
 - (3) When the Executive Director determines that TRACKER is available for use within a circuit or county, failure to utilize TRACKER may result in withholding of reimbursement of expenditures or void the memorandum of agreement.
- (c) Each funded office is responsible for the accuracy of data entered into TRACKER and reported to CJCC.
- (1) The victim assistance coordinator in each funded office shall review VSSR data for completeness and accuracy at least monthly.
 - (2) For offices utilizing TRACKER to manage the preparation and disposition of criminal and civil cases, the victim assistance coordinator is only responsible for the completeness and accuracy of VSSR data related to those cases.

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(d) Any unauthorized use of TRACKER may result in the loss of access to the system, termination of employment, or criminal or civil prosecution.

23. Prior Approval Required for Certain Contracts or Subcontracts.

Funded offices cannot use any federal funds, either directly or indirectly, in support of any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of CJCC and OJP.

24. National Environmental Policy Act.

Funded offices must comply with the National Environmental Policy Act, 83 Stat. 852, 42 U.S.C. § 4321, et seq., and other related federal environmental impact analysis requirements of the funded office engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds:

- (a) New construction
- (b) Minor renovation or remodeling of a property that is either:
 - (1) Listed on or eligible for listing on the National Register of Historic Places; or
 - (2) Located within a 100-year flood plain.
- (c) A renovation, lease, or other proposed use of a building or facility that will either:
 - (1) Result in a change in its basic prior use; or
 - (2) Significantly change its size.
- (d) Implementation of a new program involving the use of chemicals other than those:
 - (1) Purchased as an incidental component of a funded office; or
 - (2) Traditionally used, for example, in office, household, recreational or educational environments.

EXHIBIT E
Special Conditions 2013

CRIMINAL JUSTICE COORDINATING COUNCIL

VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorney's Council of GA

SUBGRANT NUMBER: C13-8-048

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 _____

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 _____

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 _____

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 _____

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 _____

- 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 (EEO), 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 _____

- 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 EEO 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 EEO and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO 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 EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO 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 EEO 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 EEO (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 _____

- 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 _____

- 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 _____

- 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.G.A §17-5-100(f)).

Initials _____

- 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 _____

- 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 _____

- 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 _____

- 14. The subgrantee agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program available at <http://www.ojp.usdoj.gov/ovc/voca/vaguide.htm>.

Initials _____

- 15. 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 _____

- 16. 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 _____

17. 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 _____

18. 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 _____

19. 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 _____

20. 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.usdojtrainingguidingprinciples.htm>.

Initials _____

21. 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 _____

22. 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 _____

23. 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 _____

24. 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 _____

- 25. 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 _____

- 26. 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 _____

- 27. 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 _____

- 28. 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 _____

- 29. 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 _____

30. 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 _____

31. 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 _____

32. 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 _____

33. 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 _____

34. The subgrantee agrees 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 agency's core service requirements.

Initials _____

35. 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 _____

36. 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 _____

37. 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 _____

38. Printing materials - 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 _____

39. 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.

cli. 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.

clii. 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 _____

40. 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 _____

41. All VOCA subgrantees must provide a 20% match contribution of cash or in-kind dollars.

Initials _____

42. The subgrantee agrees to satisfy at least 25% of the required match (20%) through the in-kind 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 Criminal Justice Coordinating Council. Any deviation from this requirement must be submitted in writing to the Criminal Justice Coordinating Council utilizing the volunteer requirement waiver request form.

The subgrantee agrees to utilize project volunteers that provide direct services as defined under the Victims of Crime Act. 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> and a copy of the contract between each volunteer and the subgrantee identifying responsibilities for both parties, available at <http://1.usa.gov/1fDee1l>. The subgrantee shall submit an explanation of Other volunteer services not listed on the Monthly Volunteer Time Record with each

SER as applicable. Volunteer time spent on administrative activities not related to the grant program, such as board member meetings, are unallowable.

Initials _____

43. 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 _____

44. 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 _____

45. 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 _____

46. 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 _____

47. 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. § 43-39-1, et. seq).

Initials _____

48. The subgrantee authorizes the Office for Victims of Crime, 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 VOCA grant.

Initials _____

49. 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 _____

50. 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 _____

- 51. 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 _____

- 52. 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 _____

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 _____

Print Authorized Official Name _____ Title _____



Cherokee County, Georgia Agenda Request

SUBJECT: EMA Annual Grant

MEETING DATE: 9/23/2014

SUBMITTED BY: Robby Westbrook, SO Emergency Management Director

COMMISSION ACTION REQUESTED:

Accept annual GEMA Grant and approve Budget Amendment in the amount of \$64,804.

FACTS AND ISSUES:

The Sheriff's Office Division of Emergency Management has received the annual award from GEMA for the State Fiscal Year 2014 Performance Partnership Award (PPA) grant program in the total amount of \$64,804; Federal grant# ENW-2014-0073. This grant requires a 50% County match which is made through the budgeted personnel and operations monies for the Division of Emergency Management; there are NO additional County monies needed.

This grant funds a part-time position, necessary supplies and materials and education/training efforts.

BUDGET:

Budgeted Amount: \$0
Amount Encumbered: \$0
Amount Spent to Date: \$0
Amount Requested: \$64,804
Amended Budget: \$64,804

Account Name: Grant Fund 250 – PPA
Account #: 23920555-5xxxxx-PPA14

Budget Adjustment Necessary: Yes* No *If yes, a Budget Amendment form MUST be attached.

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:

Accept annual GEMA Grant and approve Budget Amendment in the amount of \$64,804.

REVIEWED BY:

DEPARTMENT HEAD:

Ronee Cornelison

AGENCY DIRECTOR:

For Robby Westbrook

COUNTY MANAGER

Theresa Hansen

**Cherokee County Board of Commissioners
Budget 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
	25060	334120-PPA14	PERFORMANCE PART AGREE	64,804.00

64,804.00

EXPENDITURES:

Department	Org Code	Object	Account Name	Amount
	23920555	511200-PPA14	SALARIES	29,082.00
	23920555	512200-PPA14	FICA	1,803.00
	23920555	512300-PPA14	MEDICARE	422.00
	23920555	531100-PPA14	GENERAL SUPPLIES	32,997.00
	23920555	523700-PPA14	ED/TRAINING	500.00

64,804.00

PURPOSE OF TRANSFER/ AMENDMENT

Adjust adopted FY14 Budget for annual Performance Partnership Agreement Grant from GEMA

Grant pays for part time personnel position #392201

Grant period is July 1, 2014 to June 30, 2015; total grant award for 12 mos = \$64,804

Budget includes 2% COLA beginning October 1, 2014 (9 mos)

Department Head Approval: _____

Renee Cornelison
per Ruby Westbrook *Roger Ham*

County Manager Approval: _____

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

9/23/2014

GEORGIA EMERGENCY MANAGEMENT AGENCY

Homeland Security

2014 Performance Partnership Agreement

The 2014 Performance Partnership Agreement (PPA) between the *Georgia Emergency Management Agency-Homeland Security (GEMA-HS)* and the *Cherokee County Government*.

In order to best ensure that state and local governments are fully prepared to help their citizens in times of emergency, the Cherokee County Government, the Cherokee County Emergency Management Agency, (EMA), and its Director agree to meet the requirements specified in the Official Code of Georgia Annotated (Section 38-3-27), of the Georgia Emergency Management Act of 1981, as amended, the Federal Emergency Management Agency (FEMA) 2014 Emergency Management Preparedness Grant (EMPG) Guidance and the FY14 GEMA-HS EMPG Program Guidance and those rules, regulations and guidelines dictated by the Director of GEMA-HS.

GEMA-HS agrees to provide required and necessary state and federal resources to local governments on a timely basis in response to major emergencies and disasters; a comprehensive training and exercise program for emergency personnel; and other critical situational information. GEMA-HS further agrees to provide funding support to local qualified governments for appropriate administrative expenses; administer and manage federal and state assistance programs for the benefit of local governments; provide necessary and requested information, advise, recommendations and technical assistance concerning emergency management administrative, operations and planning issues and to eliminate restrictive and unnecessary administrative requirements in managing its responsibilities on behalf of local governments.

APPROVAL and REVIEW

By signing this Performance Partnership Agreement (PPA) the parties agree to work cooperatively in accomplishing the objectives set forth above.

This PPA must be signed by the local EMA Director and the Chief Elected Official (CEO) of the local government and the Director of GEMA-HS. Evaluation of progress will be reviewed by the GEMA-HS Area Field Coordinator. Lack of satisfactory 2013 GEMA PPA/Work Plan progress may be cause for recommendation that eligibility for federal or state assistance be withdrawn.



Local EMA Director

9/18/14

Date

City/County CEO

Date

GEMA-HS Director

Date

GEMA-Homeland Security Area Field Coordinator

Date



**Georgia Emergency Management Agency
STATEMENT OF SUBGRANT AWARD**

EMPG 14

FEDERAL GRANT: Emergency Management Performance Grant
FEDERAL AWARD NUMBER: EMW-2014-0073 **CFDA #:** 97.042
STATUTORY AUTHORITY FOR GRANT:
 This project is supported under DHS Appropriations Act of 2006 (P.L. 19-90),

GRANTEE IMPLEMENTING AGENCY: Cherokee County Emergency Management Agency 150 Chattin Drive Canton, GA 30115 FEI #: 58-6000799	GEMA PROJECT ID: OEM14-028 START DATE: 07/01/2014 END DATE: 06/30/2015 AWARD DATE: 09/04/2014
---	--

SUBGRANT FUNDING:	FEDERAL AWARD	LOCAL MATCH	TOTAL PROJECT
PPA Base Award	64,304.00	64,304.00	128,608.00

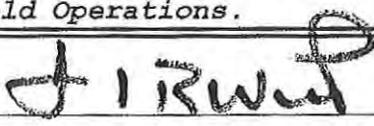
SPECIAL CONDITIONS:

This FY 2014 Performance Partnership Award is funded by the Department of Homeland Security Emergency Management Performance Grant (EMPG) Award and includes a minimum 50 percent (cash and/or inkind) match requirement. All expenses must be in accordance with the Office of Management and Budget Circulars A-87, A-102 and A-133 (<http://www.whitehouse.gov/omb/circulars/index-slg.aspx>), Title 44 of the Code of Federal Regulations Chapter 13 Part 24 (Match requirements) (<http://www.gpoaccess.gov/cfr/index.html>), and the FY 2014 Emergency Management Performance Grant Funding Opportunity Announcement (http://www.fema.gov/pdf/government/grant/2014/fy14_empg_foa.pdf), and within the period of performance. Federal funds cannot be used to match this award.

To receive FY 2014 funding Grantee:

- must have met the terms of the 2013 Performance Partnership Agreement (PPA)
- must have shown satisfactory progress on the 2013 PPA workplan as determined by their Field Coordinator (FC)
- must have submitted all required 2013 EMPG administrative documents to GEMA
- must have completed NIMSCAST Roll-up for 2013

Payment will not be made until the FY14 PPA Request for Payment Form is approved by the GEMA Director of Field Operations.

Authorized Grantee Official			
J. Robby Westbrook	EMA Director		9/8/14
Please Print Name	Title	Signature	Date of Acceptance

Approving Authority - GEMA

Charley English, Director Date

EXHIBIT A
CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION, AND DRUG FREE WORKPLACE

Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters; Drug-Free Workplace

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17 and maintenance of a Drug Free Workplace (44CFR, Subpart F). The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Sections 17.615 and 17.620, the applicant certifies it will continue to provide a drug-free workplace per referenced regulations.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Cherokee County Emergency Management
150 Chattin Drive
Canton, GA 30115

2. OEM14-028 Application Number and/or Project Name 3. 58-6000799 Grantee IRS/Vendor Number

4. Jack Robby Westbrook, EMA Director
Typed or Printed Name and Title of Authorized Representative

5. JRW Signature 6. 9/8/14 Date

Georgia Emergency Management Agency
Homeland Security
FY 2014 EMERGENCY MANAGEMENT PERFORMANCE GRANT
SUB-GRANTEE RISK ASSESSMENT
(Please use addition sheet for comment)

1. Is there appropriate segregation of duties between employees who are responsible for contracting, accounts payable and cash disbursing? Yes No

2. Are written policies and procedures for (1) the procurement of goods and services and (2) contracts in place which require that:
 - Contract files document significant procurement history?
 - Procurement methods be authorized including the selection of contract type, contractor, and the basis of the contract price?
 - Procurement through full and open competition be documented?
 - Cost and price analysis be performed on a contract including any contract modifications?
 - A suspension and debarment certification be obtained from each prospective vendor?
 - A suspension and debarment certification be obtained from each prospective vendor?
 - Other applicable requirements for procurement under Federal awards are followed? Yes No

3. Are procurement actions including purchase orders and required bids documented and maintained in the procurement files? Yes No

4. Is the general ledger or other reliable accounting records the basis for the required Federal financial reports? Yes No

5. Is the required accounting method (cash or accrual) used to prepare the Federal financial reports? Yes No

6. Has your organization received \$500,000 or more in federal assistance from all federal sources, not just this grant, during your fiscal year? If so, has an audit been performed as prescribed in the Single Audit Act? Yes No

7. Are Federal financial reports prepared as required within the time imposed by the Federal grantor agencies? Yes No

8. Does your organization have an accounting system in place which provides for reliable processing of financial information for reporting of Federal awards? Yes No

9. Is a system of record keeping in place to assure that documentation is retained for the time period required by the recipient? Yes No

10. Does management take appropriate follow-up action for identified problems or weaknesses in internal controls? Yes No

Jurisdiction Cherokee County BOC Date 9-9-2014
Signature [Handwritten Signature] Title Sr Financial Grant Specialist



Georgia Emergency Management Agency

Emergency Management Performance Grant CDFA 97.042

2014 Performance Partnership Agreement (PPA)
Base Award Payment Request Form

Request:

Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements of the 2014 Performance Partnership Agreement with the Georgia Emergency Management Agency-Homeland Security have been satisfied. I hereby request payment of the Base Award to cover expenses for the period of July 1, 2014 through June 30, 2015.

Award Number: OEM14 - 028

Payee Address:

Cherokee County Emergency Management Agency

Attn: J. Robby Westbrook

150 Chattin Drive

Canton, Georgia 30115


Signature of EMA Director

9/8/14
Date

rwestbrook@cherokeega.com
Email Address

678-493-4001
Phone Number

Recommend Approval:

Signature of Area Field Coordinator

Date

Approval:

Signature of Director of Field Operations

Date



Georgia Emergency Management Agency
Homeland Security
Emergency Management Performance Grant (EMPG) CDFA 97.042

FY 2014 Emergency Management Directed Training Award Payment Request Form

Request:

Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements for the Georgia Emergency Management Agency/Homeland Security (GEMA/HS) FY 2014 EMPG Base Award Application with GEMA/HS have been satisfied. I hereby request the GEMA/HS FY 2014 EMPG Emergency Management Directed Training Award Payment.

Award Number: OEM14 - 028

Payee Address:

Cherokee County Emergency Management Agency

Attn: J. Robby Westbrook

150 Chattin Drive

Canton, Georgia 30115


Signature of EMA Director

9/8/14
Date

rwestbrook@cherokeega.com
Email Address

678-493-4001
Phone Number

Recommend Approval:

Signature of Field Coordinator

Date

Approval:

Signature of Director of Field Operations

Date



Cherokee County, Georgia Agenda Request

2.5

SUBJECT: Open Money Market Account with East West Bank MEETING DATE: 9/23/2014

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Consider approval of opening new money market account with East West Bank to earn 0.27% on our cash balance without restrictions. This is greater than the current highest return available with Georgia Fund 1 at 0.1442%.

FACTS AND ISSUES:

State law limits our investment opportunities to very conservative investment accounts. For the last five years these accounts have offered very low yields. Like many counties, Cherokee County has utilized Georgia Fund 1, the State of Georgia's Local Government Investment Pool for our idle cash. Currently this fund is paying 0.1442% on balances.

We received quotes from other banks:

Wells Fargo 0.06% Suntrust 0.06% Bank of North Georgia 0.05% United Community 0.05%

East West Bank offers the highest yield available in the market, it is a collateralized investment, and there are no required time periods or balances for investing.

East West Bank customers include: Gwinnett County, Cobb County Schools, City of Duluth, and Marietta City Schools.

BUDGET: N/A

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

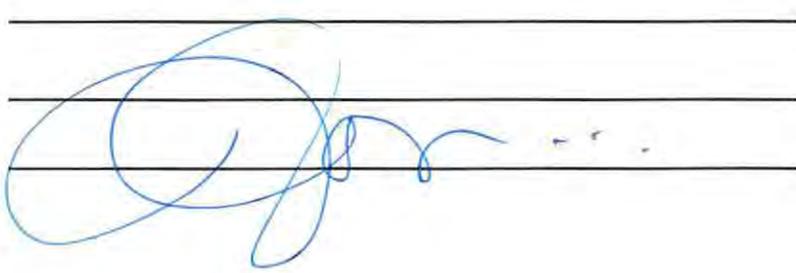
REVIEWED BY:

Janelle Funk

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Cherokee County Board of Commissioners
 Interest Offerings
 September 15, 2014

Comparison Analysis

Bank	MM Rate	CD Rate	CD Term	Limit on CDs?
GAFUND1	0.14%	n/a		
East West	.13% - first \$2m remainder @ .27%		0.30% 9 mth 0.35% 12 mth	\$1M \$1 M
Wells Fargo		0.06%	0.20% 3 mth .25%-.35% 6 mth .35%-.50% 9-12mth	\$250k we can do multiple if they are available \$250k we can do multiple if they are available \$250k we can do multiple if they are available
Suntrust	0.06%	n/a		
ViningsSparks Investment	n/a	.15%-.30% .25%-.40% .35%-.55%	3 mth 6 mth 9-12 mth	\$250k we can do multiple if they are available \$250k we can do multiple if they are available \$250k we can do multiple if they are available
Bank of America If they win RFP, they would consider a MM rates com to GA1	n/a		0.03% 3 mth 0.07% 6 mth 0.07% 9 mth	no limit no limit no limit
J.P Morgan	no reply			
Oppenheimer & Co, Inc		0.05% .25% -.60%	3-12mths	\$250k we can do multiple if they are available
Bank of North Georgia	0.05%		0.06% 1-6mth	
United Community	0.05%		0.10% 6 mth 0.15% 12 mth	

East West Bank Customers:

Gwinnett County
 Cobb County Schools
 City of Duluth
 Marietta City Schools

Received an email from Bill Rodenbeck, GC Investment Mgr and they are process in opening account with EWB, will gave me informed of their progress

This CDD questionnaire is to be completed and retained in the branch legal file for all new East West Bank Business Accounts.
(For information that does not apply to the customer, please input N/A)

Account Information

Account Name and Address (including Doing Business As (DBA) if applicable) Cherokee County BOC 1130 Bluffs Parkway Canton, GA 30114			Account Number 8657001916	
			<input type="checkbox"/> Checking <input checked="" type="checkbox"/> Savings <input type="checkbox"/> CD Account Tax Identification Number 58-6000799	
Account Phone Number 678-493-6000	Account FAX Number 678-493-6035	Opened By printed name Stacey Thomas	<input type="checkbox"/> Check here if W-8 BEN Opening Date _____ Branch Number 8657	
Account Purpose <input type="checkbox"/> Operating <input type="checkbox"/> Payroll <input checked="" type="checkbox"/> Investment <input type="checkbox"/> Loan Related <input type="checkbox"/> Other please describe:				
Source of Deposits (for opening the account) <input checked="" type="checkbox"/> General Operating Revenue <input type="checkbox"/> Loan Proceeds <input type="checkbox"/> Other please describe:				

Additional Business Information

Type of Business please describe County Government	Annual Gross Revenue approximate <input type="checkbox"/> \$0 to \$500,000 <input type="checkbox"/> \$500,001 to \$1,000,000 <input type="checkbox"/> \$1,000,001 to \$2,500,000 <input type="checkbox"/> \$2,500,001 to \$5,000,000 <input type="checkbox"/> \$5,000,001 to \$10,000,000 <input checked="" type="checkbox"/> Over \$10,000,000
Types of Merchandise or Service Offered please describe Public Service	Business Website if applicable
Ownership Information - Is the company publicly traded? <input type="checkbox"/> YES, please provide: <input type="checkbox"/> Symbol: _____ <input type="checkbox"/> Traded On: _____ <input checked="" type="checkbox"/> NO, please answer the following question: Does any individual / entity, who is <u>not</u> an authorized signer on this account, directly or indirectly own or control 10 percent or more of the business? <input type="checkbox"/> YES - complete all applicable sections on pg. 1 and the <u>Beneficial Ownership</u> section on pg. 2 <input checked="" type="checkbox"/> NO - complete all applicable sections on pg. 1	
Additional Related Accounts/Customers if applicable 12mo interest earned will be \$105,400.00 - FDIC coverage \$250,000.00 = \$43,840,940.00 FHLBLOC Collateral	

Anticipated Monthly Transaction Volume (for "checking/savings" accounts only)

<input checked="" type="checkbox"/> Cash In: \$ 40,000,000 Number of Transactions 1	<input type="checkbox"/> Cash Out: \$ _____ Number of Transactions _____
<input type="checkbox"/> Wire In: \$ _____ Number of Transactions _____	<input type="checkbox"/> Wire Out: \$ _____ Number of Transactions _____
<input type="checkbox"/> ACH In: \$ _____ Number of Transactions _____	<input type="checkbox"/> ACH Out: \$ _____ Number of Transactions _____
<input type="checkbox"/> Lrg. Cks.: \$ _____ Number of Transactions _____ <small>Average</small>	<input type="checkbox"/> Neg. Purchase: \$ _____ Number of Transactions _____ <small>Average</small>

Site Visit Information

Site Visit Date Aug 6, 2014	Location Address <input checked="" type="checkbox"/> Same as Account Record <input type="checkbox"/> Other - describe location and address under "Additional Comments".	Printed Name of Employee who Visited Location Alisha Fulcher	Printed Title of Employee who Visited Location AVP - Business RM
--------------------------------	---	---	---

Senior Foreign Official Authorized Signer Information (e.g. Politically Exposed Person "PEP") (check all that apply)

Are any of the authorized signers on this account a Senior Foreign Official (including immediate family members and/or close associate)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If YES, explain:
If the answer is <u>YES</u> to the above question, please fax a COPY of this document to the COMPLIANCE DEPARTMENT at 626-242-9787.	

Additional Comments (if applicable)

2MM Money Market @ .14% and 38MM Money Market @ .27%

Bank Use Only

Prepared By Alisha Fulcher, AVP Business RM	Date	Reviewed By	Date
--	------	-------------	------

BUSINESS ACCOUNT SIGNATURE CARD
ACCOUNT TITLE and BUSINESS ADDRESS

 Cherokee County BOC
 1130 Bluffs Parkway
 Canton, GA 30114

ACCOUNT VESTING (BUSINESS TYPE)

Public Funds

TAX ID NUMBER

58-6000799

MAILING ADDRESS

 Cherokee County BOC - Finance Dept.
 1130 Bluffs Parkway
 Canton, GA 30114

AGREEMENT

By signing below, I/we: (1) confirm that we have received and agree that the accounts and account services of the business named above ("Company") will be governed by the terms of the Bank's Deposit Agreement, Annual Percentage Yield and Account Terms Disclosure, and fee schedules; (2) acknowledge that the Deposit Agreement includes a provision for dispute resolution; (3) authorize the Bank to check our credit history from time to time; and (4) authorize the Bank to act on the oral, written or electronic instruction of any Authorized Signer listed below.

TAX CERTIFICATION - By signing below, I also certify under penalty of perjury that (1) the Taxpayer Identification Number set forth on this form is the correct TIN of the Company; and (2) the Company is not subject to backup withholding because: it is exempt from backup withholding; it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest and dividends; or the IRS has notified it that it is no longer subject to backup withholding; and (3) Company is a U.S. person (including a U.S. resident alien).
Instruction: You must cross out (2) if it is not correct. If the Company is a foreign company, check this box [] and do not complete this certification. Ask us, instead, for an appropriate IRS W-8 form. Check this box [] if the Company is currently subject to backup withholding.

The Internal Revenue Service does not require your consent to any provisions of this document other than the Tax Certifications required to avoid backup withholding.

AUTHORIZED SIGNERS

Printed Name / Title	ID Type / ID Number	Signature	Funds Transfer Access
L.B. Ahrens Jr. - Chairman BOC			<input type="checkbox"/>
Jerry Cooper - County Manager			<input type="checkbox"/>
Janelle M. Funk - CFO			<input checked="" type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Number of authorized signers required to act together to make withdrawals or transfers: [1]

[Note: This information is for your own purposes. We may permit any authorized signer to act alone. See Deposit Agreement for details.]

RESOLUTION

RESOLVED: The President, any Vice President, the Secretary, Treasurer of the Company and/or _____

each is authorized to enter into deposit account, funds transfer, investment, and treasury management agreements with East West Bank, and to designate from time to time who is authorized to withdraw funds, initiate payment orders, execute service agreements, and otherwise give instructions on behalf of this Company with respect to its deposit accounts. This authorization is in addition to any other authorizations in effect and will remain in force until the Bank receives written notice of its revocation at the address(es) and in the manner designated by it.

CERTIFICATION - I/We certify that: (1) If the Company named above is a corporation, at least one of us is its Secretary or Assistant Secretary; if it is a partnership, we constitute all of its general partners or managing partners; or if it is a limited liability company, I am its Secretary or I/we are Member(s) and/or its only manager(s). (2) The foregoing resolution is a true copy of a resolution duly adopted by the Company's governing body and remains valid and effective. (3) The signatures and titles of the person(s) signing above as Authorized Signers are the genuine signatures and titles of those persons. (4) The person(s) listed as Authorized Signer(s) on this form are authorized to withdraw funds, initiate payment orders (if checked above), and otherwise give instructions on behalf of the Company with respect to its deposit accounts and services including to add or delete accounts to this signature card. No other person's signature or authorization is required to bind the Company with respect to the agreements or transactions mentioned in the resolution.

L.B. Ahrens Jr- Chairman BOC

Printed Name/Title (President, Secretary, Partner, Member, etc.)

Signature

Date

Jerry Cooper- County Manager

Printed Name/Title (President, Secretary, Partner, Member, etc.)

Signature

Date



BUSINESS ACCOUNT SIGNATURE CARD (Continued)

<p>FUNDS TRANSFER DESIGNATION AND AUTHORIZATION East West Bank may honor fund transfer requests for the accounts and from the Authorized Signers designated on this form by the methods provided in the Bank's Deposit Agreement and by email. Please refer to the funds transfer provisions of your Deposit Agreement for information regarding the terms of the service.</p> <p><input checked="" type="checkbox"/> When the Bank confirms wire instructions through a call-back procedure, it generally calls an Authorized Signer other than the person who initiated the wire. If you check this box, you confirm that we may also call the Authorized Signer who initiated the wire to confirm the transaction.</p>	<p>Wire Transfer Limit</p> <p>\$ <u>Unlimited</u></p> <p>Max. Dollar Limit Single wire</p>
---	---

ACCOUNTS OPENED

	Account Subtitle (e.g. "Payroll Account")	Account Number	Product Code	Opened Date	Opened By	Reviewed By	Accl Officer Code
1	General Fund Main Wire Account	8657001916			Stacey Thomas		9835
2	General Fund	8657001924			Stacey Thomas		9835
3	Bond Proceeds	8657001940			Stacey Thomas		9835
4							
5							
6							
7							
8							
9							
10							
11							
12							

BANK USE ONLY			
<input checked="" type="checkbox"/> Superseding Card	Date	By	Reason: <input type="checkbox"/> Add Signer <input checked="" type="checkbox"/> Other
		Employee Printed Name	



FUNDS TRANSFER DESIGNATION AND AUTHORIZATION

Date:

CUSTOMER INFORMATION

The undersigned ("customer", "you" or "your") and East West Bank (Bank) agree that the Bank will provide funds transfer services according to the Funds Transfer Agreement, and as specified below.

Customer Name/Address (city, st., zip)

Cherokee County BOC
Canton, GA 30114

- Individual, Joint, Sole Proprietor, Corporation, Partnership, LLC, LLP, other Public Funds

FUNDS TRANSFER INSTRUCTIONS

Select the method(s) that you will be providing funds transfer instructions to the Bank.

- In Person, Phone, FAX, E-Mail

SPECIFY ACCOUNTS

List any accounts that you will use for funds transfers services. A verification of all funds transfers will be sent by U.S. mail and will appear on your account statement. If you would like additional notification of incoming wires by facsimile or telephone, indicate the type of additional notification requirements you have for each account and provide the phone/FAX number. Additional charges may apply. LINE THROUGH BLANK LINES.

Table with columns: Account Number, Account Name, Additional Advice Incoming Wire (FAX #, E-Mail, Phone #)

DESIGNATE FUNDS TRANSFER LIMIT(S)

Indicate either the MAXIMUM "SINGLE ITEM" DOLLAR LIMIT or UL or UNLIMITED (for unlimited). This limit will apply to ALL authorized individuals and ALL designated accounts. This space MUST be completed.

Initiate Wire Transfers

Requests:

\$ 40,105,400.00

Single Item, Max. Dollar Limit

DESIGNATE AUTHORIZED INDIVIDUALS

Complete this section to designate who may initiate outgoing wire transfer instructions, confirm outgoing wire transfer instructions and receive notification of incoming wire transfers. Line through blank lines.

Table for Designated Authorized Individuals with columns: Name (signer 1-6), Title, Signature

SECURITY PROCEDURES

As stated in the East West Bank Funds Transfer Agreement "Security Procedures" section, the Bank will perform callback on funds transfer requests received via telephone or facsimile, if the customer does not use Test Key. Callback will be made to anyone of the designated authorized individuals, so long as they are not the initiator. By marking the box below, you may WAIVE this callback procedure.

I/We WAIVE my/our right for funds transfer callback to an authorized individual who is not the initiator of the funds transfer, and REQUEST that the Bank callback any of the above listed individuals, even if they are the initiator of the funds transfer request.

RESOLUTION (to be completed by the Secretary of Corporations or Unincorporated Associations)

I hereby certify that the Board of Directors of Cherokee County BOC ("Company"), a corporation/association organized under the laws of the State of Georgia and doing business as Cherokee County BOC (attach fictitious business statement), at a meeting held on 9.23.2014 at which a quorum was present and acting throughout, adopted a resolution that authorized Company to enter into the foregoing Funds Transfer Agreement with EAST WEST BANK; that individuals listed in said Agreement are each severally authorized to request Funds Transfers pursuant to said Agreement; and that the Officers signing above as Company representatives are authorized to execute Agreement for and on behalf of Company, and to effect any changes with respect thereto, including the deletion and appointment of such persons, from time to time, who may request such funds transfers on behalf of Company in accordance with the terms of this Agreement and that such resolution has not been repealed, supplemented or amended and remains in full force and effect as of the date hereof.

This certification shall remain in force until EAST WEST BANK accepts, at the office of account, a certified copy of a resolution of this Company revoking or changing any or all previous authorizations theretofore given. The Bank shall be protected in acting upon any form of written notice which it in good faith believes to be genuine and what it purports to be. The revocation of this or of previous authorizations with respect to this Agreement shall not affect the validity of any funds transfer instruction or order given by any individual at the time authorized to act.

Table for Secretary's Printed Name & Title, Signature, Date

AGREEMENT and ESTABLISH FUNDS TRANSFER AUTHORITY

By signing below, each person accepts and agrees to the terms and conditions contained in the East West Bank Funds Transfer Agreement and the East West Bank Deposit Agreement, as amended from time to time, and declares under penalty of perjury that the following is true and correct. 1) I am authorized to make this declaration on behalf of the Company, if applicable, and hold the position(s), if any, listed next to my name. 2) Each person designated above has authority to enter into any agreement with the Bank relating to funds transfers on my behalf or on behalf of the Company. No other person's authorization is necessary to bind me or the Company for purposes of funds transfers. 3) This authorization supplements all authorizations already in effect. 4) (for General Partnerships only) I, along with any others who execute this agreement, collectively constitute all of the general partners. 5) (for Limited Liability Companies only) I, along with any others who execute this declaration are, Member(s) of the Company, and have been designated by its Articles of Incorporation (or Operating Agreement) as its only Manager(s).

Table for Agreement signatories: Printed Name & Title, Signature, Date

Table for Bank completion: Completed By Signature, Approved By Signature, Printed Name & Title



businessBridgePlus
Micro-Business Online Banking Application

Monday, September 22, 2014

Customer Name (Main On-line Profile Name)

Cherokee County BOC

New Micro Business Client Maintenance

Billing Account

8657001916

New Micro-Business Client

Business Online Banking User(s) (up to 2 users may be established)

Complete this section to designate the individuals who will act as the Company *businessBridgePlus* user(s). Please refer to section 6.c. on the East West Bank Business Online Banking Agreement.

Primary User	E-mail Address	Phone No.
Janelle M. Funk	jfunk@cherokeega.com	678-493-6025
Secondary User	E-mail Address	Phone No.
K. Delaine Cagle	dcagle@cherokeega.com	678-493-6027

Account Information

List all accounts you wish to enable for *businessBridgePlus*. Select the module or modules you wish to enable for each account. Certain accounts are subject to transaction limitations; refer to the Deposit Agreement for details. Services included depend on account type.

	Account Type	Account No.	Display Name (as to appear on-line)
1	MMA	8657001916	General Fund Main Wire Account
2	MMA	8657001924	General Fund
3	MMA	8657001940	Bond Proceeds
4	Account Type	Account No.	Display Name (as to appear on-line)
5	Account Type	Account No.	Display Name (as to appear on-line)

Depending on the account type(s) on the listed accounts, the following services may or may not be available:

- * Information Reporting
- * Stop Payments
- * Account Transfers
- * Check Images

Commingle All Accounts

CLIENT ACKNOWLEDGEMENT

By signing below, the undersigned confirms that he/she is authorized to sign for Customer, and any of above entity accounts for which customer is authorized, and agree(s) that East West Bank ("Bank") will provide Treasury Management services as specified above and that the services will be governed by the Terms and Conditions ("Agreement") on the pages attached hereto.

Date _____ Authorized Signer (Name & Title) Jerry Cooper -County Manger Signature _____

Date _____ Authorized Signer (Name & Title) Janelle M. Funk - CFO Signature _____

Branch/TMS Sales Use Only

Authorized by Name & Title (ABSM or Above) Alisha Fulcher - AVP Business RM Authorized by Initial af Date _____ Referred By Cost Center # _____

TMS Implementation Use Only

Docs Reviewed By	Date	Setup Completed By	Date	Quality Check By	Date

**Cherokee County, Georgia
Agenda Request**

2.6

SUBJECT: Specific Stop Loss

MEETING DATE: 09/23/2014

SUBMITTED BY: Steven B. McClure

COMMISSION ACTION REQUESTED:

Consider approval of Gallagher Benefit Services' recommendation to renew the County's Specific Stop Loss coverage with Anthem (BCBSGA).

FACTS AND ISSUES:

Anthem (BCBSGA) is our current provider for Specific Stop Loss Coverage. Stop Loss provides reimbursements for medical claims over the \$125,000 threshold. The composite cost for coverage is \$60.40 per employee per month, or \$716,827, annually. This plan year, four individuals reached the threshold, causing Anthem to propose an initial rate increase of 15.6% to \$828,652. As a result, the County authorized Gallagher Benefit Services to market the coverage.

Six carriers, including Anthem, were approached to bid on the Stop Loss coverage. Of the six, four returned bids. During the bidding process, Anthem reduced their initial rate increase to 14% or \$817,230. This represents the lowest bid and is within the 15% placeholder established during budget preparations. The remaining bids were: Highmark (\$928,315), Voya (\$992,640), and Reliance Standard (1,069,425). Coverage is effective 10/1/2014 and is a continuation of the contract with Anthem

BUDGET:

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

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

Contract Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

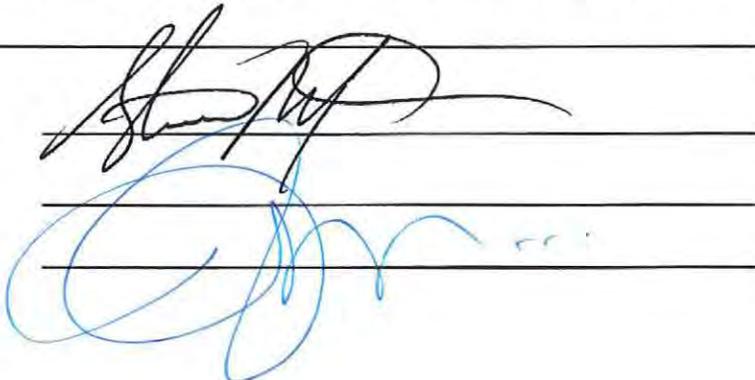
Approve recommendation to accept Specific Stop Loss renewal with Anthem (BCBSGA) for \$817,230.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



From: [Scott Parker - ATL](#)
To: [Jerry Cooper](#); [Tracy Chambers](#); [Steven B. McClure](#); [Janelle M. Funk](#)
Cc: [Rebecca Stewart](#)
Subject: CCBOC Stop-loss Bid and Recommendation
Date: Wednesday, September 17, 2014 2:36:56 PM
Attachments: [CCBOC 2014 Specific Stop Loss marketing \(Autosaved\).xlsx](#)

Team, as promised, attached is the spreadsheet analysis of the stop-loss marketing for CCBOC for PY 2015. Coverage is effective 10/1/2014 and is a continuation of the contract with Anthem. Rebecca did an excellent job marketing and summarizing the key points of the important line of coverage. Our recommendation is noted.

Let me know if you have any questions.

Warmest regards,

W. Scott Parker, CLU, ChFC

Area Senior Vice President/Practice Lead

Arthur J. Gallagher & Co.

1040 Crown Pointe Parkway, Suite 700 | Atlanta, GA 30338

P: 678.393.5253 | M: 404.290.2911

www.ajg.com

Gallagher Benefit Services, Inc.

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



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

Cherokee County Board of Commissioners

2014 Specific Stop Loss Marketing

Effective October 1, 2014

Presented by: Scott Parker

Date: September 18, 2014



Cherokee County Board of Commissioners
Specific Stop Loss : Effective October 1, 2014

Carrier	 Anthem BlueCross	 Anthem BlueCross	 HIGHMARK	 VOYA	 SYMETRA	 RELIANCE STANDARD Life Insurance Company	 Sun Life Financial
	Current	Renewal	Proposed	Proposed	Proposed	Proposed	Proposed
Carrier A.M. Best Rating:	A	A	A-	A	A	A+	A-
Specific Deductible:	\$125,000	\$125,000	\$125,000	\$125,000	No response by deadline	\$125,000	No response by deadline
Specific Benefits Included:	Medical Rx	Medical Rx	Medical Rx	Medical Rx		Medical Rx	
Plan Lifetime Maximum:	Unlimited	Unlimited	Unlimited	Unlimited		Unlimited	
Specific Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited		Unlimited	
Specific Annual Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited		Unlimited	
Specific Contract:	Paid	Paid	24/12	24/12		24/12	
Disclosure Status	N/A	N/A Firm Offer	Pending Large Claims	Pending Large Claims		Pending Large Claims	
Lasers	N/A	No	May apply	May apply	May apply		
Net of commissions?	Yes	Yes	Yes	Yes	Yes		
SPD Governing Document	Yes	Yes	Yes	Yes	Yes		
Enrollment	989	989	989	989	989		
Composite Rate Per Employee Per Month	\$60.40	\$68.86	\$78.22	\$83.64	\$90.11		
Monthly Premium	\$59,736	\$68,103	\$77,360	\$82,720	\$89,119		
Annual Premium	\$716,827	\$817,230	\$928,315	\$992,640	\$1,069,425		
% Increase	-	14.0%	29.5%	38.5%	49.2%		
\$ Increase	-	\$100,403	\$211,488	\$275,812	\$352,598		

Recommendation: Renew contract with Anthem. Anthem's renewal is the least expensive by >\$100,000 and includes immediate reimbursement.



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

The intent of this analysis [report, letter, etc.] is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area

This proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on

Blue Cross Blue Shield of Georgia

Renewal Offer for October 1, 2014 – September 30, 2015



Administrative Service Fees

Product Offering	2014/2015
Medical Plan Administration*	\$30.26 pcpm
Prescription Drug Plan Administration	Included in above
ACCG Fee	\$2.50 pcpm
Total Medical Fee	\$32.76 pcpm
Dental Administration	\$3.51 pcpm

* Medical Administrative Service fees are composite amounts for the administration of all Cherokee County medical plans. Fee also includes the Future Moms maternity program.

Financial Assumptions

- Cherokee County's enrollment in Blue Cross Blue Shield of Georgia (BCBSGa) medical plans will be within +/- 10% of 998 contracts;
- BCBSGa is the sole vendor for Medical and Prescription Drug administration;
- Above fees represent a multi-year agreement and are contingent upon acceptance of an Administrative Services Agreement that covers the proposed period;
- Recovery fees are included in the ASO administration charge;
- Conversions privilege charges are not included in the ASO fee. The conversion privilege charge is \$5,000 per converted contract;
- Standard Underwriting guidelines apply;
- Standard BCBSGa procedures and policies will be in effect;
- Commissions and/or consultant fees, beyond ACCG, are excluded.

Should any of the above assumptions not be met, BCBSGa reserves the right to recalculate the fees.

BCBSGa also reserves the right to adjust the proposed administrative fees due to legislation or other matters that result in an increase in the cost or amount of administrative services from those being proposed by BCBSGa. By way of example, the Affordable Care Act (ACA) has been enacted and is a very broad law impacting the entire health care industry and those that seek its services. As a result of the size and scope of the legislation and the fact that the law requires federal departments to issue more detailed implementation regulations, it will take time to fully analyze all the changes and the subsequent impact on administrative requirements beyond even those that are known change

Services Included in Administrative Service Fees

- Administration of all current Cherokee County plan designs.
- Standard medical management services, which include pre-certification, concurrent review, retrospective review, discharge planning, outpatient review, case management and transplant management and neo-natal intensive care.
- MyHealth Record; internet-based health record which will gather and store extensive individual medical data.
- MyHealth web resources; provides personal on-line health management tools powered by our partner WebMD.
- Online Health Risk Assessment for members enrolled in a BCBSGa plan.
- Blue Distinction; BCBSGa's network of recognized specialty centers that includes Centers of Excellence for transplant, bariatric, cardiac care and rare cancer.
- Discount Programs; allows members to receive special discounts on health-related services and products not covered under their health plan. Visit www.bcbsga.com.
- The cost of The Future Moms maternity management program.
- Management reports (standard account reporting package, performance guarantee reporting, lag reports, online reporting tool/access and Substantial User reporting specific to stop loss coordination). For any reports that are not standard, BCBSGa will provide 20 hours per year of time needed to generate custom or ad-hoc reports (e.g., Care Management, Utilization Review or additional stop loss report requests) at no charge. The charge beyond 20 hours per year is \$175 per hour of time needed to generate the custom or ad-hoc report.
- Subrogation services. These services do not involve front-end costs and are paid by Cherokee County as a percentage of recovery. As outlined in the ASO Agreement, these fees include a fixed percentage of 25% (twenty-five percent) of the gross subrogation recovery, or if outside counsel is retained, 15% (fifteen percent) of net recovery after a deduction for outside counsel fees for subrogation-related services.
- Medical, Dental and Vision ID cards (current design).
- The cost to maintain one banking arrangement.
- Continued use of Employer Access for enrollment purposes. If electronic eligibility is provided, assumes that eligibility data will be provided in BCBSGa's standard format (5010) using the ANSI 834 HIPAA layout. Additional charges apply for non-standard or proprietary formats.
- Twelve total annual electronic data feeds specific to paid claims and eligibility to outside vendors. All electronic data feeds are produced using BCBSGa's Standard Record Layout. For each additional feed beyond the total twelve, the cost is \$600 per feed and billed monthly.
- Information necessary to comply with state or federal reporting requirements (e.g., 5500).
- Open enrollment meeting support – locations and attendance criteria will be mutually agreed upon by Cherokee County and BCBSGa.
- HIPAA certifications.
- Electronic version of the benefit booklets.

- Online provider directory.
- The cost of the administration of the Pharmacy plan for both Retail and Mail Order prescriptions.
Note: If pharmacy were to be carved out, additional fees will apply for pharmacy integration services.
- Quarterly prescription drug rebate share of 65%.

A complete listing of services covered by the Administrative Service Fees is outlined in the Administrative Services Agreement between Cherokee County and Blue Cross Blue Shield of Georgia, Inc.

Blue View Voluntary Vision Program

BCBSGa will continue to offer our fully insured voluntary vision plan to Cherokee County employees and their covered dependents. Our program will also continue to provide unmatched access to network providers. Blue View Vision has one of the country's largest vision networks, with access to more than 50,000 providers and provider locations including independent optometrists, ophthalmologists and popular retail locations such as **LensCrafters[®]**, **Target Optical[®]**, **Sears OpticalSM**, **JCPenney[®] Optical** and **Pearle Vision[®]** and now **1-800-CONTACTS!**

The Blue View Voluntary Vision rates for Cherokee County effective October 1, 2014 will remain unchanged:

- Employee Only= **\$6.23**
- Employee + Spouse= **\$12.40**
- Employee + Child(ren)= **\$11.71**
- Family= **\$17.94**

Stop Loss Renewal

Stop Loss Paid Period	10/1/14 to 9/30/15	10/1/14 to 9/30/15
Specific Deductible	\$125,000 Deductible	\$150,000 Deductible
Specific Stop Loss Monthly Rate	\$68.86 PCPM	\$60.40 PCPM
Medical and Rx		
- Paid Accumulation Basis		
- Unlimited Maximum		

Stop Loss Assumptions/Conditions

Should the assumptions below not be met, BCBSGa reserves the right to re-calculate the rates.

- Renewal assumes a Paid policy period (paid in twelve months - 10/1/2014 through 9/30/2015).
- This quote is being proposed as an all-inclusive offer. It is not assumed that another carrier will be involved in the administration. Any deviation from the funding type or benefit/product mix will require re-evaluation of the entire quote and/or offer of coverage.
- Enrollment will not vary by more than +/- 10% of 998 contracts.
- Specific Stop Loss includes paid medical and pharmacy claims.
- If stop loss is carved out to a separate carrier other than BCBSGa, a stop loss coordination fee of \$1.00 per contract per month will be added to the medical Administrative Service Fee.
- Standard BCBSGa contracts, procedures and policies will be in effect.
- Proposed stop loss rates exclude commission.
- The specific deductible is per individual per contract period.
- The Specific Maximum liability for any individual will be unlimited.
- Proposed rates are payable on a monthly basis.
- Specific Stop Loss protection must be purchased in conjunction with BCBSGa Administrative Services. Stop Loss is not sold as a stand-alone product.
- BCBSGa is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.
- A claim is considered to be paid under the group's employee benefit program on the day that a draft or check is issued. A claim is considered to be incurred on the day that a service is rendered or a supply is delivered. For hospital confinements, each day of a hospital stay is considered a separate incurred date. A claim for any other expense is considered new confinements. A claim shall mean only such amount.
- Only those expenses which are eligible under the group's employee benefit program are eligible under this stop loss program. Any claim that is approved by the group as an exception payment (not otherwise a covered benefit under the group's plan) will be excluded from eligible reimbursement under all stop loss coverage. All expenses for services or supplies not specifically listed as covered medical expenses under the group's employee benefit program are excluded under the stop loss program.
- All expenses for services or supplies in excess of any limitation under the group's employee benefit program are excluded under the stop loss program.
- Proposed specific stop loss rates assume that the employer will continue its current level of contributions.
- Any change in benefits must be provided to BCBSGa in writing a minimum of 60 days prior to the effective date of change. BCBSGa reserves the right to consider the impact of such change on the stop loss rating and to provide, if necessary, a 60 day notice to Cherokee County of the need to adjust rates resulting from the benefits change, if applicable.
- No consideration will be given for any claim presented for a member covered by any other plan under this program.

From: Steven B. McClure
To: [Jerry Cooper](#); "[Scott Parker - ATL](#)"; [Tracy Chambers](#); [Janelle M. Funk](#)
Cc: [Rebecca Stewart](#)
Subject: RE: Cherokee County Specific Stop Loss Renewal
Date: Wednesday, September 17, 2014 5:03:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Will do.

Steven B. McClure, *SPHR*
Director of Human Resources
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114
(678) 493-6020

From: Jerry Cooper
Sent: Wednesday, September 17, 2014 4:44 PM
To: 'Scott Parker - ATL'; Tracy Chambers; Steven B. McClure; Janelle M. Funk
Cc: Rebecca Stewart
Subject: RE: Cherokee County Specific Stop Loss Renewal

The BOC will need to approve. Scott, prepare a memorandum with recommendation and summary of all bids. Steve – please prepare the agenda packet for BOC consideration at next week’s meeting.

Kindest regards,

Jerry

Jerry W. Cooper
County Manager | Cherokee County Board of Commissioners
1130 Bluffs Parkway | Canton, GA 30114
Office: 678-493-6001 | Fax: 678-493-6013 | Cell: 678-283-1196
www.cherokeega.com

Follow Us:



From: Scott Parker - ATL [mailto:Scott_Parker@AJG.com]
Sent: Wednesday, September 17, 2014 2:12 PM
To: Jerry Cooper; Tracy Chambers; Steven B. McClure; Janelle M. Funk
Cc: Rebecca Stewart

Subject: FW: Cherokee County Specific Stop Loss Renewal

Team, Rebecca is finalizing the ISL spreadsheet, however Anthem is the clear leader, reducing their final offer to +14%, substantially lower than any offer. Attached is the official final renewal document detailing fees and rates for Administration, Vision and stop-loss. We find the terms in agreement with the negotiations and our projections. Our recommendation is to renew the stop-loss at the current \$125K level. The offer is firm, recognizes the SPD as the governing document and excludes any compensation to Gallagher (we are fee based).

I see no signature block for acceptance of the terms, so an email confirmation from you will suffice. This is important in order to lock in the stop-loss.

Finally, I will forward the stop-loss spreadsheet to you shortly, supporting our findings.

Warmest regards,

W. Scott Parker, CLU, ChFC

Area Senior Vice President/Practice Lead

Arthur J. Gallagher & Co.

1040 Crown Pointe Parkway, Suite 700 | Atlanta, GA 30338

P: 678.393.5253 | M: 404.290.2911

www.ajg.com

Gallagher Benefit Services, Inc.

From: Loeffler, Christopher J [<mailto:Christopher.Loeffler@anthem.com>]

Sent: Wednesday, September 17, 2014 9:45 AM

To: Scott Parker - ATL

Subject: RE: Cherokee County Specific Stop Loss Renewal

Scott,

Based on your request for one last review, we are prepared to offer a final renewal rate on the Cherokee County Specific Stop Loss of **+14%**. The revised renewal document is attached.

Please confirm in writing the acceptance of this renewal and I will prepare and forward a *Renewal Confirmation Letter*.

Thank you,

Chris Loeffler | Account Management Consultant

Blue Cross and Blue Shield of Georgia | 3350 Peachtree Road NE | Atlanta, GA 30326

✉ cloeffler@bcbsga.com | 📞 Office: (404) 842-8182 | 📱 Cell: (770) 560-7179



Multi-Line Carrier: HEALTH | RX | DENTAL | VISION | LIFE | DISABILITY | EAP | WC

From: Loeffler, Christopher J

Sent: Thursday, September 04, 2014 4:36 PM

To: Scott Parker - ATL (Scott_Parker@AJG.com)
Subject: Cherokee County Specific Stop Loss Renewal
Importance: High

Scott,

We have completed our review of the Cherokee County Specific Stop Loss renewal. I have attached our renewal document, which includes all plan pricing for 2014. We are continuing to work on the additional 2 years in conjunction with the stop loss. Please note the following:

Specific Stop Loss

For the experience period reviewed, there were a total of 4 claimants that exceeded the stop loss deductible, including:

\$297,332.70	ACUTE MYELOID LEUKEMIA WITHOUT MENTION OF REMISSION
\$145,288.30	CLOSTRIDIUM DIFICILE PSEUDOMEMBRANOUS COLITIS
\$138,625.03	MALIGNANT NEOPLASM OF RECTUM

While there is ongoing exposure, we are limiting our renewal on the current plan design to a below trend adjustment of **15.6%**. I have also included a \$150,000 Spec option for Cherokee County to consider. The overall projected cost adjustments for each option are illustrated below:

Plan	Composite Rate	Current Annual Premium*	New Annual Premium*	Difference from Current
\$125,000 Deductible	\$60.40	\$723,350		
\$125,000 Deductible	\$69.82		\$836,164	\$112,814
\$150,000 Deductible	\$60.40		\$723,350	\$0

**based on 998 contracts*

If stop loss is marketed, I ask that we be given a final opportunity to respond to any valid competitive rates, if needed. Of course, keep in mind that even the best competitive rates do not eliminate a price delta when it comes to the value of the immediate reimbursement through the BCBSGa process. The assumptions and details of the stop loss renewal are included in the attached renewal document.

Thanks!

Chris Loeffler | Account Management Consultant
Blue Cross and Blue Shield of Georgia | 3350 Peachtree Road NE | Atlanta, GA 30326
✉ cloeffler@bcbsga.com | 📞 Office: (404) 842-8182 | 📞 Cell: (770) 560-7179



Multi-Line Carrier: HEALTH | RX | DENTAL | VISION | LIFE | DISABILITY | EAP | WC

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Cherokee County, Georgia Agenda Request

2.7

SUBJECT: Renew Property & Liability Insurance
with IOA/One Beacon

MEETING DATE: 06/17/2014

SUBMITTED BY: Dale Jordan

COMMISSION ACTION REQUESTED:

Requesting authorization for the County Manager to sign appropriate Insurance Paperwork to renew current coverages in the amount of \$704,467 with Insurance Office of America/One Beacon.

FACTS AND ISSUES:

Several quotes were obtained for the coverage of the County's properties and liabilities with the most attractive being the County's current carrier, One Beacon. The Leavitt Group proposed a mix of two companies splitting the Liability from the Property that contained a \$150,000 out of pocket risk retention for the County that when considered produced an effective price of \$804,739. Other companies quoted by IOA were Travelers at \$878,500 and Trident at \$714,750, both of which contained some reductions in the County's coverages, see Price Analysis attached.

Last year's pricing was \$694,390, so this year's increase of 1.45% is less than that expected across the industry. While solid competition was certainly a factor in this low increase in premium, it is really due in large part to the low losses generated by the County making it an excellent risk.

BUDGET: FY 2014

Budgeted Amount:	\$704,467	Account Name:
Amount Encumbered:		Account #:
Amount Spent to Date:		
Amount Requested:		
Remaining Budget:		

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:

Requesting authorization for the County Manager to sign appropriate Insurance Paperwork to renew current coverages in the amount of \$704,467 with Insurance Office of America/One Beacon.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Procurement Summary

Date Submitted: 18-Sep-14
Submitted by: Dale Jordan
PSA Number:
Value of Contract: \$704,467
Period of Performance: Oct-14 through Sep-15
Supplier Name: Insurance Office of America
General Description: Property, Gen. & Professional Liability & Automobile Insurance
Source of Funds: Funded out of Savings as Realized

Contract Information

Proposed Contract Type

<input type="checkbox"/>	Standard Professional Services Agreement
<input type="checkbox"/>	PSA with Exceptions Approved by Counsel
<input checked="" type="checkbox"/>	Supplier Agreement Approved by Counsel
<input type="checkbox"/>	Standard Purchase Order

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: _____ | 2

Supplier Selection Based on:

<input type="checkbox"/>	Only One Bidder
<input type="checkbox"/>	Lowest Bidder
<input checked="" type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Highest Proposal Scoring
<input type="checkbox"/>	Other*

Weight	Evaluation Criteria
100%	Price
Pass/Fail	Business / Coverage
<input checked="" type="checkbox"/>	Meeting SOW Intent
<input checked="" type="checkbox"/>	Quality Assurance Program
<input checked="" type="checkbox"/>	Transition Plan

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

<input checked="" type="checkbox"/>	No <u>Cherokee County</u> Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
	\$ 704,467	Insurance Office of America	Atlanta, GA	One Beacon
	\$ 714,750	Insurance Office of America	Atlanta, GA	Travelers
	\$ 878,500	Insurance Office of America	Atlanta, GA	Trident
	\$ 732,239	Leavitt Group of Atlanta	Atlanta, GA	Berkley/Alliant

Fair Price Determination:

Method	Price Analysis Type
<input type="checkbox"/>	Lowest Bidder
<input checked="" type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Best Pricing Among Comparable Features / Suppliers
<input type="checkbox"/>	Market Analysis or Market Pricing
<input type="checkbox"/>	State Contract Pricing
<input type="checkbox"/>	Other, see attached price analysis.

Important Price Evaluation Notes: Competition on two fronts was pursued this year, IOA (the County's Broker) obtained a total of three bids and the Leavitt Group, a competing Broker worked with different Insurance Carriers to develop competition to obtain a comprehensive review of the County's options. IOA/OneBeacon's proposal contained a \$10,077 increase from last year, primarily due to increases in County property and auto values (see price analysis tab) and was still the lowest bidder. The Total Price above is adjusted to include both Firefighters AD&D as well as the additional risk of a \$150K loss corridor retention limit, see Price Analysis for details.

Why Other Than Low Bidder Selected: N/A
(If Applicable)

*Notes:

This 1.45% increase is less than the 3-5% predicted by The Kiplinger Letter for commercial insurance increases and compares favorably to the other quotes, providing consistent coverage at the lowest evaluated price. The proposed amount from Berkley who would be trying to win the business would be expected to be low and yet when adjusted for the additional risk would appear to substantiate the One Beacon pricing as being very good pricing being realized by the County.

The renewal with One Beacon via IOA is recommended as being in the best interest of the County.

Price Analysis

IOA Quote		Change			
#	Coverage Type	2014	2015	Value	Percent
1	Property	\$ 121,691	\$ 124,160	\$ 2,269	1.9%
2	General Liability	\$ 117,634	\$ 114,814	\$ (2,821)	-2.5%
3	Inland Marine	\$ 1,589	\$ 1,589	\$ -	0.0%
4	Automobile	\$ 148,756	\$ 162,649	\$ 14,093	9.5%
5	Professional Liability	\$ 268,186	\$ 263,785	\$ (4,401)	-1.6%
6	Excess Liability	\$ 22,465	\$ 22,668	\$ 203	0.9%
7	Firefighters AD&D	\$ 11,439	\$ 11,439	\$ -	0.0%
Subtotal		\$ 891,860	\$ 701,103	\$ 9,248	1.3%
Terrorism		\$ 2,530	\$ 3,364	\$ 834	33.0%
Annual Premium		\$ 894,390	\$ 704,467	\$ 10,077	1.5%

Change in Property Value		Change	
2014	2015	Value	Percent
\$ 148,850,183	\$ 157,457,626	\$ 8,607,443	5.8%
\$ 27,648,295	\$ 29,612,193	\$ 1,963,898	7.1%

Property	\$ 2,269
Automobile	\$ 14,093
Increased:	\$ 16,362

Analysis:
The pricing appears to be proportionate with the increases in values and is therefore acceptable.

Automobile			
2012	2013	2014	
Number of Claims	52	41	30 Estimated for 2014

		Change		
NA	2012	2013	Value	Percent
Average Vehicle Count	600	636		
Average Vehicle Value	\$ 46,080.49	\$ 46,560.05	\$ 479.56	1.0%

2

The liability quoted by Berkley assumed a \$10K deductible and a first \$150K coverage to be out of the County's pocket. There is also limit per claim maximum of \$75K.

To evaluate the potential savings or cost/risk of such an approach claims history within the last three years was reviewed to determine the impact to the County using actual County data.

For evaluation purposes the information in the box was pulled from the loss records and then then the potential impact in any one given year was factored to consider an expected value based on the potential frequency and the likely hood based on the frequency.

The risk valuation amounts were then totaled to evaluate the total price impact of the quote.

Also Firefighter AD&D was not quoted, so IOA's Hartford quoted rate was added to the Leavitt Group quote to get Apples to Apples.

While the price without the risk would appear to be attractive at \$654,739, the potential of having to pay an additional \$150K creates an exposure of \$804,739 and risk expected value of \$732,239.

It is not believe that the \$50,000 lower premium would ever be enjoyed, as one \$60,000 claim would wipe out the savings.

The lowest risk and lowest evaluated priced insurance from IOA and One Beacon represent the best value for the County.

Date	Amt	Ded	Ins Portion	Proposed Ded	Balance of Claim	Loss Corridor Retention Limit	Ins Por
5/1/2012	\$ 133,374	\$ 10,000	\$ 123,374	\$ 10,000	\$ 123,374	\$ 75,000	\$ 48,374
6/13/2012	\$ 66,500	\$ 10,000	\$ 56,500	\$ 10,000	\$ 56,500	\$ 56,500	\$ 10,000
6/13/2012	\$ 46,755	\$ 10,000	\$ 36,755	\$ 10,000	\$ 36,755	\$ 18,500	\$ 28,255
7/1/2012	\$ 60,001	\$ 10,000	\$ 50,001	\$ 10,000	\$ 50,001	\$ -	\$ 60,001
1/30/2013	\$ 50,349	\$ 10,000	\$ 40,349	\$ 10,000	\$ 40,349	\$ -	\$ 50,349
	\$ 356,979	\$ 50,000	\$ 306,979	\$ 50,000	\$ 306,979	\$ 150,000	\$ 196,979

Balance LCRL \$ -

Current Payout	\$ 50,000
New Payout	\$ 200,000
Net Change	\$ (150,000)

Frequency	Amount/Yr	Likelihood	Risk Valuation
If 1 in 3 years	\$ 50,000	50%	\$ 25,000
If 1 in 2 years	\$ 75,000	30%	\$ 22,500
If Each Year	\$ 150,000	20%	\$ 30,000
			\$ 77,500

W.R. Berkley/Alliant Quote	
Leavitt Group Liability	\$ 340,000
Max Share	\$ 150,000
Share/Event Max	\$ 75,000
Deductible	\$ 10,000
Property (Buildings/Inland Mar.)	\$ 92,000
Terrorist	\$ 11,300
Total Premium	\$ 643,300
Adjustments:	
FF AD&D	\$ 11,439 A
Total Before Retainage Exposure	\$ 654,739 \$ 150,000 \$ 804,739
Max Share Exp Value	\$ 77,500 B
Grand Total Evaluated Price	\$ 732,239

Reference	Note
A	Not Quoted - Used IOA's Quote to Level
B	Retainage estimated based on risk adjusted expected values, see Price Analysis.

Quotes

Broker	Insurance Carrier	Premium	Notes	Deductible	Notes
IOA	One Beacon	\$ 704,467		2,500/10,000	current provider
IOA	Travelers	\$ 878,500		2,500/10,000	with gaps in coverage
IOA	Trident	\$ 714,750		2,500/10,000	with gaps in coverage
LGA	W.R. Berkley/Affiant	\$ 732,239	A	2,500/10,000/150,000	Risk Factored Premium Quoted, Coverage Missing FF-AD&D, Representation regarding year 2 and 3 pricing.
LGA	Scottsdale	\$ 539,000		\$ 50,000	Premium Not Firm, Liability Only
LGA	BRT Sir	\$ 490,000		\$ 100,000	Premium Not Firm, Liability Only
LGA	Mutich	NO BID			Unable to compete on pricing
LGA	ACE	NO BID			Unable to compete on pricing
LGA	Allied Public Rbk	NO BID			Unable to compete on pricing



Cherokee County, Georgia Agenda Request

2.8

SUBJECT: Key Risk Annual Contract Renewal

MEETING DATE: September 23, 2014

SUBMITTED BY: Bob Alford – Employment and Safety Officer

COMMISSION ACTION REQUESTED:

Approval of second amendment to the Professional Services Agreement and fee schedule for Workers' Compensation claims management to be provided by Key Risk Management Services, LLC for the period 10/1/14 to 9/30/15.

FACTS AND ISSUES:

Key Risk has provided Cherokee County with Workers' Compensation claims administration services since 11/1/2009. They have demonstrated the ability to effectively manage and reduce Workers' Compensation claims exposure and support Cherokee County's risk management mission to reduce the county's financial exposure.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve second amendment to the Professional Services Agreement and continue with Key Risk Management Services as the Third Party Administrator for Workers' Compensation claims management, contingent upon the County Attorney's review and approval of the Key Risk Professional Services Agreement.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

SECOND AMENDMENT

This Second Amendment ("Amendment") is made and entered into effective as of October 1, 2014 to the Professional Services Agreement 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 **KEY RISK MANAGEMENT SERVICES, LLC**, a Delaware limited liability company, ("Consultant"), collectively referred to as the "Parties."

WHEREAS, the Parties had entered into the Agreement effective November 1, 2009, and amended January 1, 2011 (collectively, the "Agreement"); and

WHEREAS, at the end of the term of the Agreement (as amended by the January 1, 2011 amendment), the parties mutually agreed to continue the Agreement under the terms contained therein; and

WHEREAS, the Parties now wish to further amend the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises set forth herein, and intending to be legally bound hereby, County and Consultant agree as follows:

1. Section I.C. of the Agreement is deleted in its entirety and is replaced by the following:

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, until September 30, 2015, ("Initial Term") unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for a one-year term at the conclusion of the Initial Term, and annually thereafter, (each renewal a "Renewal Term") unless terminated in accordance with Section VI.

2. Section IV.E. is deleted in its entirety and replaced by the following:

Linda Maass shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's representative.

3. The fourth paragraph of Section IV.J. is amended to indicate that the "employee-number category" applicable to Consultant is "Fewer than 100 employees".

4. Section XII.A. is deleted in its entirety and replaced by the following:

All communications relating to the day to day activities of the Work shall be exchanged between representatives designated in writing by the respective parties.

5. Consultant's address for notices in Section XII.B. is hereby amended to:

**Suzanne McAuliffe, Assistant Vice President – Alternative Risk Services
Key Risk Management Services, LLC
7823 National Service Road
Greensboro, North Carolina, 27409**

6. Effective October 1, 2014, "EXHIBIT D Fee Calculation Sheet" of the Agreement is deleted in its entirety and replaced by "EXHIBIT D Compensation Summary", attached to this Amendment. The

Minimum Annual Fee for the period commencing January 1, 2014 shall be prorated through September 30, 2014 to accommodate the modification of the Agreement anniversary date by this Amendment.

7. Except as set forth in this Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Approved as to form:

County Attorney

KEY RISK MANAGEMENT SERVICES, LLC:

By: Becky Karr
Its: CFO & COO

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT D
Compensation Summary

Cherokee County Board of Commissioners
Workers' Compensation
Third Party Claims Administration Services
October 1, 2014-September 30, 2015

Claims Administration-Life of Contract

Minimum Annual Fee: \$54,000, paid in quarterly installments of \$13,500. The Minimum Annual Fee shall be reconciled against the Per Claim Fees described in Subsection below, and in the event the total Per Claim Fees for the contract year exceeds the Minimum Annual Fee, Client shall pay Key Risk the excess amount.

Per Claim Fees.

- \$ 695 Per New Indemnity Claim Reported
- \$ 140 Per New Medical Only Claim Reported
- \$ 35 Per New Medical Record Only Claim (not applicable if claims is reported via the Internet)

These fees include services such as:

- Customer service fees.
- Banking arrangement-sweep account.
- Check stock, issuance, postage.
- Unlimited on-line Internet access to claims information, via **MasterKey Connects™**.
- Access to KRMS video lending library and other loss control resources.
- Three claim reviews per year.
- First Report of Injury via the Internet for unlimited users.
- Reporting to the Excess Carrier (providing the policy information is forwarded to us).
- Indexing.
- Key Risk will act as Account Manager for Mandatory Insurer Reporting to Medicare

There will be no additional charge for the continued management of claims open as of 10/1/14.

Subrogation Recoveries: 10% of the amount recovered

Second Injury Fund: 15% of amount recovered

Claim Type Definitions

Medical Only - defined as claims that have no paid indemnity. This includes medical only claims that are investigated, denied, or involve subrogation.

Indemnity - defined as claims with more than \$2,000 in medical bills; seven days or more of lost time; payment of PPD or disfigurement; litigation or mediation process; and an employee who returns to work on transitional duty (alternate or "light" duty), but requires follow-up by the claim adjuster to facilitate a full, unrestricted return to work.

Allocated Expense Definition

Claim expenses include allocated loss adjustment expenses including, but not limited to: legal services and defense costs, independent medical evaluations, photocopy and medical reports, police reports, surveillance, court reporter fees, transcript fees, copies of depositions, expert witness fees, rehabilitation services, medical bill re-pricing, negotiation services, access to preferred provider networks, and utilization review services. Program expenses include, but are not limited to, assessments, taxes, and audit and actuary fees.

Fee Structure for Key Risk Managed Care Services
Allocated to the claim file

Utilization Review Services

Pre-Certification	\$135 flat rate per intervention
Concurrent Review	\$125 flat rate per intervention
Retrospective Review	\$155 flat rate per assignment
Peer Review	\$210 flat rate per assignment*
Physician Advising	Physician Fee* (plus 25% administration charge)

*(Rate dependent upon needs of case and always pre-approved by claims adjuster)

Medical Bill Review

Medical Bill Repricing: Processing bills and reducing to Fee Schedule: \$8.75 per bill
Enhanced Savings: Other savings including Provider Network Access, Nurse Review & Pharmacy Bills – 30% of Savings beyond Fee Schedule

Telephonic Case Management Services

Actual Time at \$91 per hour

Nurse Research & Consulting Services

(including research of conditional payment billings from CMS)

Actual Time at \$91 per hour

Life Care Planning Services

Actual Time at \$125 per hour plus actual expense

Onsite Case Management Services

Medical Case Management

Actual Time at \$93 per hour plus actual expense

(Travel & Wait Time will be prorated unless activities/travel consume entire workday)

Medicare Set Aside Services

File Evaluation	\$175
MSA Allocation	\$2,500 (Standard) or \$3,000 (Complex)
Submission to CMS	No Fee
Drug Utilization Review	\$500
Expedited Referral	\$500 (5 business days) or \$350 (10 business days)



**Cherokee County, Georgia
Agenda Request**

Amendment 2.9

SUBJECT: Midwest Employers Casualty-W/C Excess Renewal

MEETING DATE: September 23, 2014

SUBMITTED BY: Bob Alford – Employment and Safety Officer

COMMISSION ACTION REQUESTED:

Approval for renewal of Cherokee County's Excess Workers' Compensation Policy provided by Midwest Employers Casualty Company for the period 10/1/14 to 9/30/15. The annual premium for the FY 2014 year is \$165,702. This is a 2% increase over the FY 2013 premium which was \$162,423.

FACTS AND ISSUES:

MECC has provided Cherokee County with the Excess Workers' Compensation policy coverage since 10/1/2013. They have been very proactive in support of Cherokee County's risk management mission to reduce the county's financial exposure.

BUDGET:

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

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve Excess Workers' Compensation renewal policy and continue with Midwest Employers Casualty Company as the provider, contingent upon the County Attorney's review and approval.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

**Excess Workers' Compensation & Employer's Liability
Option 1 As Per Expiring
October 1, 2014 to October 1, 2015**

CARRIER: Midwest Employers Casualty Company
Best's Rating: A+ (Superior)
Financial Size Category: XV (\$2,000,000,000 or Greater)

DOMICILE: Georgia Admitted

COVERAGE: Specific Excess of Retentions

ESTIMATED ANNUAL PAYROLL: \$53,731,697 (2013 \$52,165,271-3% Increase in Payroll)

CONTINGENT UPON: N/A

LIMITS: Workers' Compensation: Statutory
Employer's Liability: \$1,000,000

ESTIMATED AGGREGATE RETENTION: \$2,397,619/\$2,349,666 Minimum

AGGREGATE LIMIT: \$1,000,000

SPECIFIC RETENTION: \$500,000 – All Other
\$750,000 – 7710
\$750,000 - 7720

ESTIMATED MANUAL AND NORMAL PREMIUM: \$2,197,634

EXCESS RATE (AS A % OF NORMAL PREMIUM): 7.54% (2013 7.99%-6% Reduction in Excess Rate)

MINIMUM PREMIUM: \$149,131 (2013 \$146,181-2% Increase)

ESTIMATED AND DEPOSIT PREMIUM (INCLUDING FEES AND TERRORISM): \$165,702 (2013 \$162,423-2% Increase)

**A RESOLUTION AUTHORIZING AND APPOINTING THE COUNTY
CLERK, THE COUNTY MANAGER AND THE CHAIRMAN FOR THE
BOARD OF COMMISSIONERS OF CHEROKEE COUNTY TO
RECEIVE SERVICE OF PROCESS FOR ALL LITIGATION FILED
AGAINST THE COUNTY**

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;

WHEREAS, O.C.G.A. § 9-11-4(e)(5) provides that service of process to a county shall be made by delivering a copy of the summons attached to a copy of the complaint to the chairman of the board of commissioners or to an agent authorized by appointment to receive service of process; and

WHEREAS, in order to provide for a uniform method to timely respond to any litigation filed against the County, the Board of Commissioners of Cherokee County finds it efficient to authorize and appoint the following persons to receive service of process on behalf of the County:

- The County Clerk;
- The County Manager; and
- The Chairman for the Board of Commissioners of Cherokee County.

IT IS HEREBY RESOLVED by the Board of Commissioners of Cherokee County, as follows:

Section 1. **Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

Section 2. **Authorization.** The County Clerk, the County Manager, and the Chairman for the Board of Commissioners of Cherokee County are hereby authorized and appointed to receive service of process in relation to all litigation filed against Cherokee County. This authorization and appointment is limited to the receipt of service of process on behalf of Cherokee County in any

RESOLUTION NO. 2014-R-031

litigation. Nothing contained in this resolution or this section shall constitute authorization and appointment of the County Clerk, the County Manager, and the Chairman for the Board of Commissioners of Cherokee County to receive service of process on behalf of any other named party to a litigation, including but not limited to any individual employee or officer of the County, any individual members of the Cherokee County Board of Commissioners, any constitutional officer (e.g., Sheriff, Tax Commissioner, Clerk of Superior Court) or any elected officer (e.g., County Coroner).

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

BE IT SO RESOLVED, this 23rd day of September, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr., Chairman

Harry B. Johnston, District 1 Commissioner

Raymond Gunnin, District 2 Commissioner

Brian Poole, District 3 Commissioner

Jason Nelms, District 4 Commissioner



ATTEST:

Christy Black, County Clerk



Cherokee County, Georgia Agenda Request

SUBJECT: DEANNEXATION

MEETING DATE: SEPTEMBER 23, 2014

SUBMITTED BY: VICKI TAYLOR LEE, AICP

COMMISSION ACTION REQUESTED:

Request the Board of Commissioners adopt a Resolution consenting to the deannexation of properties annexed and rezoned by the City of Woodstock for commercial use by Hennessey Honda.

FACTS AND ISSUES:

The owners of lots 105, 153 and 154 of Kingsridge Estates as recorded in Plat Book 6, Page 185, petitioned to be annexed into the City of Woodstock and rezoned to commercial to allow Hennessey Honda to purchase the lots for car storage purposes. Subsequently, Hennessey Honda acquired other property for storage and failed to purchase these lots, leaving the property owners with their homes zoned GC. These property owners want to deannex and have their properties restored to R-20 consistent with the remainder of the subdivision.

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:

That the Board of Commissioners adopt an ordinances consenting to the deannexation of the properties as requested. When and if the City of Woodstock adopts a deannexation ordinance for the properties, they then must file for rezoning to the R-20 zoning designation.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114
September 12, 2014

RE: 1070 Castlewood Drive, Woodstock, GA 30189
1080 Castlewood Drive, Woodstock, Ga 30189
890 Tanglewood Trail, Woodstock, Ga 30189

Cherokee County Board of Commissioners:

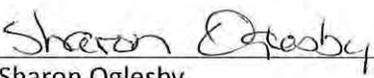
This letter is to request that the Cherokee County Board of Commissioners adopt a resolution consenting to the deannexation of the above listed properties from the City of Woodstock and allow the properties to be absorbed back into the county and into the plated subdivision known as Kingsridge Estates.

The properties were annexed into the city of Woodstock in 2010 and rezoned general commercial in the anticipation of a possible sale to Hennessy Honda. The sales contract has since been rescinded and the homeowners; Sharon Oglesby, Don Moncrief and Jackson Norton, will pursue rezoning back to the original R20 following the deannexation consent.

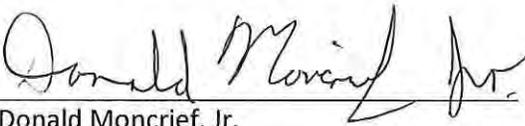
Thank you for your time and consideration.

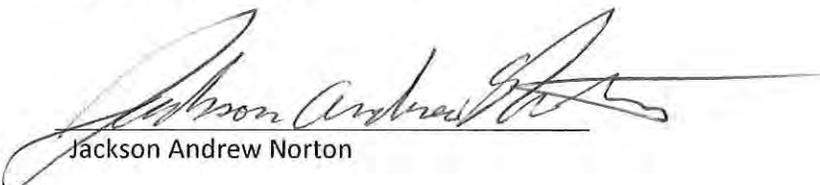
Respectfully,




Sharon Oglesby

Angela E. Wheeler
NOTARY PUBLIC
Cobb County, Georgia
My Commission Expires 2/15/2017


Donald Moncrief, Jr.


Jackson Andrew Norton

O.C.G.A. § 36-36-22 (De-annexation; Authority; Procedures;
Identifications; Status of Lands)

- 1) Written and signed applications of all the owners of all the land. The owners of public lands are not included in this definition. This requirement is effectively the same as in the 100% method of annexation.
- 2) A complete description of the lands to be deannexed must be attached to the deannexation application.
- 3) The governing authority of the county in which the property proposed for deannexation is located must adopt a resolution consenting to the deannexation.
- 4) Lands to be deannexed at any one time will be considered one body, regardless of the number of owners. All parcels will be considered as adjoining the limits of the municipal corporation when any one parcel of the entire area being annexed abuts the municipality's limits. The subsection is the same definition of contiguous area found in O.C.G.A. § 36-36-20.
- 5) After the deannexation ordinance is passed by the municipality, an identification of the property deannexed must be filed with the Department of Community Affairs, **AND** with the governing authority of the county in which the property is located (see O.C.G.A. § 36-36-3)

**A RESOLUTION CONSENTING TO THE DEANNEXATION OF
LOTS 105, 153, AND 154 OF KINGSRIDGE ESTATES
FROM THE CORPORATE LIMITS OF THE CITY OF
WOODSTOCK, GEORGIA**

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

WHEREAS, the Georgia Code (O.C.G.A. § 36-36-22) grants municipalities the authority to deannex land within the existing corporate limits thereof upon 1) the written and signed application of all the owners of the land in question and 2) the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation; and

WHEREAS, the owners of certain Cherokee County properties desire the deannexation of their properties from the City of Woodstock, such that the properties may become part of unincorporated Cherokee County; and

WHEREAS, the owners of said properties have made a request to the Board of Commissioners of Cherokee County for consent to the proposed deannexation of said properties, identified as Lots 105, 153, and 154 of Kingsridge Estates (Plat Book 6, Page 185), which properties are described in further detail on the attached Exhibit "A," incorporated herein by reference; and

WHEREAS, the Board of Commissioners finds that the public health, safety, and welfare will be served by the City of Woodstock's deannexation of Kingsridge Estates Lots 105, 153, and 154;

IT IS HEREBY RESOLVED by the Board of Commissioners of Cherokee County, as follows:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization and Consent. In accordance with O.C.G.A. § 36-36-22, the Cherokee County Board of Commissioners hereby consents to the de-annexation of Lots 105, 153, and 154 of Kingsridge Estates from the corporate boundaries of the City of Woodstock, Georgia.

Section 3. Moratorium. In the event that the City of Woodstock approves the deannexation of the subject properties from the City's corporate limits, a moratorium on the acceptance of any application for development permits and upon any other development activity on the subject properties shall become effective immediately upon such deannexation without further action of the Board of Commissioners. The sole exception to such moratorium shall be applications seeking rezoning of the subject properties in accordance with the Cherokee County Zoning Ordinance. In the event that such rezoning applications are not submitted by the owners of the subject properties within thirty (30) days of the date of the City of Woodstock's approval of deannexation, the County Manager or his designee shall initiate applications to rezone the subject properties to the zoning classifications in effect for such properties prior to their 2010 annexation by the City of Woodstock. The above moratorium shall remain in effect until final action by the Board of Commissioners on the rezoning applications described above, following compliance with all relevant provisions of the Georgia Zoning Procedures Law (O.C.G.A. § 36-66-1, *et seq.*) and the Cherokee County Zoning Ordinance.

Section 4. **Certification.** The County Clerk is hereby directed to provide certified copies of this executed Resolution to the owners of the properties described above.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

BE IT SO RESOLVED, this ____ day of _____, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr., Chairman

Harry B. Johnston, District 1 Commissioner

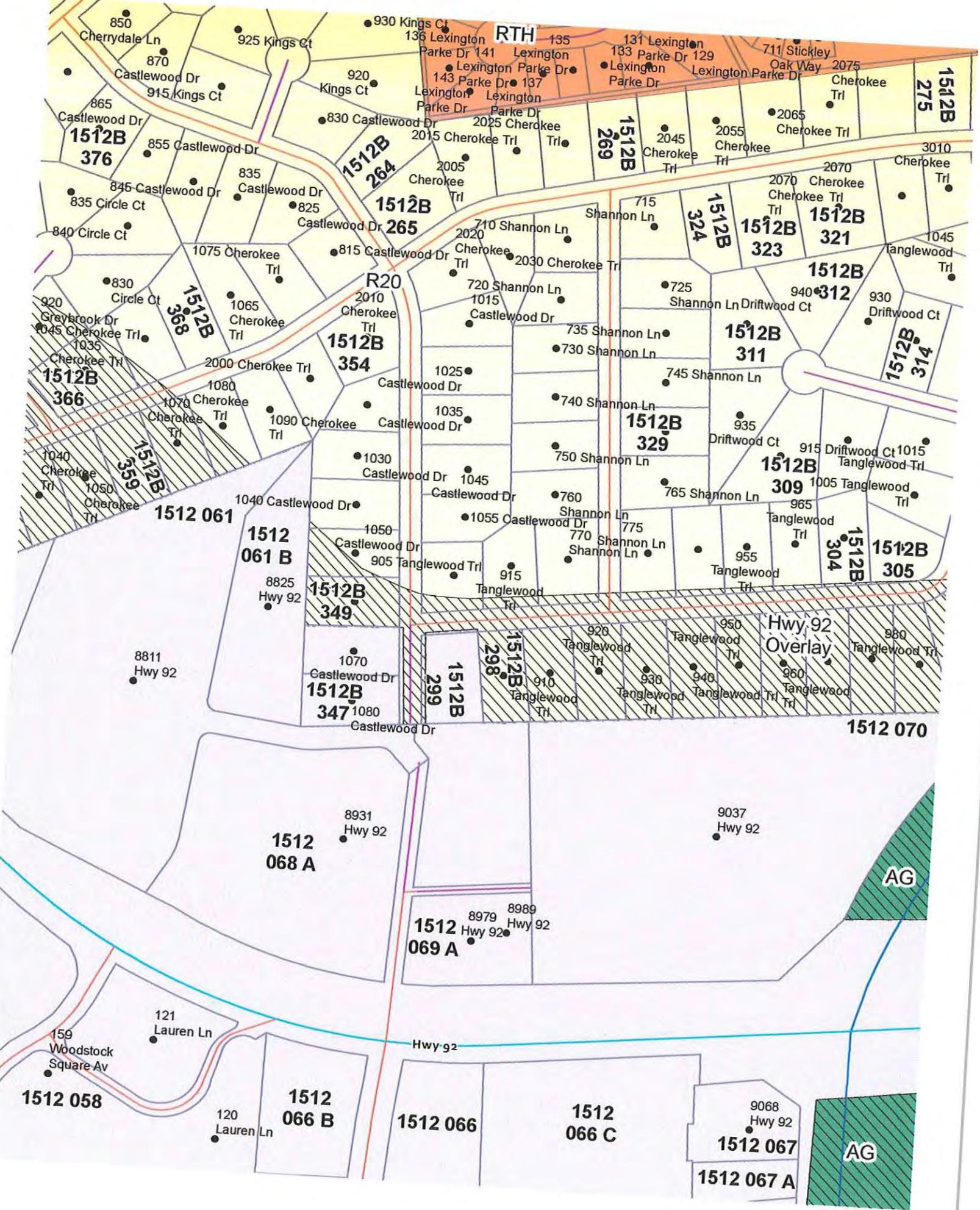
Raymond Gunnin, District 2 Commissioner

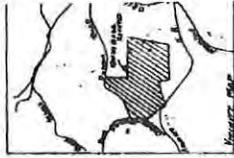
Brian Poole, District 3 Commissioner

Jason Nelms, District 4 Commissioner

ATTEST:

Christy Black, County Clerk





KINGSRIDGE ESTATES

Lottery 111.5 086, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Scale: 1" = 100'

Notes: All lots shown on this plan are subject to the provisions of the Kingsridge Estates Act, 1924, and the Kingsridge Estates Regulations, 1924, as amended. The plan is subject to the provisions of the Kingsridge Estates Act, 1924, and the Kingsridge Estates Regulations, 1924, as amended. The plan is subject to the provisions of the Kingsridge Estates Act, 1924, and the Kingsridge Estates Regulations, 1924, as amended.

Approved by the Council of the City of Cape Town on the 15th day of August 1924.

Plan as amended by the Council of the City of Cape Town on the 15th day of August 1924.

Southern Suburbs, Kingsridge Estates, Cape Town.

Drawn 6/10/24 by J. van der Merwe, C.E.C.

Notes: The plan is subject to the provisions of the Kingsridge Estates Act, 1924, and the Kingsridge Estates Regulations, 1924, as amended. The plan is subject to the provisions of the Kingsridge Estates Act, 1924, and the Kingsridge Estates Regulations, 1924, as amended. The plan is subject to the provisions of the Kingsridge Estates Act, 1924, and the Kingsridge Estates Regulations, 1924, as amended.



Cherokee County, Georgia
Agenda Request

SUBJECT: MEDICAL HARDSHIP

MEETING DATE: SEPTEMBER 23, 2014

SUBMITTED BY: VICKI TAYLOR LEE, AICP

COMMISSION ACTION REQUESTED:

Consider approval of a Temporary Medical Hardship for Mr. and Mrs. Robert Byers of 520 River Lakeside Lane.

FACTS AND ISSUES:

Mr. and Mrs. Robert Byers have requested a Medical Hardship designation for their property to provide housing for their ex-son-in-law in a recreational vehicle they have owned for some time. The vehicle is parked at the far end of their driveway, even with the rear of their home. Article 7, Section 7.7-1 a (6) Hardship Situations: A manufactured home may be temporarily placed upon an individual lot when the applicant can show extreme hardship resulting from loss of use of a home or building due to fire, flood or other damage making it unfit or; unsafe for use or occupancy; resulting from extensive remodeling of a home or business making it unsuitable for use or occupancy; or a health or health related problem of a family member which warrants proximity of that relative for monitoring purposes. In cases of hardship, where a temporary use permit is granted, such use is limited to a period not to exceed twelve (12) months without specific written approval of the Board of Commissioners, who may require new evidence of the conditions upon which the hardship was based. Prior to the issuance of a temporary use permit based on hardship, the applicant must execute a statement that he acknowledges and agrees that the permit is valid only so long as the conditions of the permit are met, that upon the termination of any of the conditions, the applicant shall cause the removal of the manufactured home at his own expense and failure to do so grants to Cherokee County the right to remove the same from the premises at the applicant's expense.

(iii) states, "An application for hardship due to a health or health related problem of a family relative which warrants proximity of that relative for monitoring purposes must be supported by affidavits as to the facts alleged, which affidavits are submitted to the Zoning Administrator at the time of application on forms provided by Planning and Zoning. Both the lack of space within the applicant's home to accommodate the family relative and the health or health related problem must be evidenced and certified to the Zoning Administrator and the application based upon health considerations must be accompanied by an affidavit from a physician stating the health problems necessitating monitoring. The affidavit from the doctor stating the health problem shall contain the sworn statement of such physician that:

- (a) The family relative for whom the temporary use of a mobile home is requested requires 24-hour nursing care involving the physical presence of a monitor, nurse or attendant or the presence of such monitor, nurse or attendant within voice communication of the attended relative; OR
- (b) The health or health related condition or disability of the family relative has existed for six (6) or more months before the date of the application for the temporary use permit, and/or in the professional medical opinion of the physician completing the affidavit, the condition of disability is likely or continue for six (6) or more months. (Ord. 2008-Z-002, 09-16-08)

BUDGET:

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:

That the BOC consider approval with regards to the recreational vehicle.

REVIEWED BY:

DEPARTMENT HEAD:
AGENCY DIRECTOR:
COUNTY MANAGER

To Vicki Taylor Lee

REQUEST FOR TEMPORARY HARDSHIP PLACEMENT
CHEROKEE COUNTY, GEORGIA

Please read the Temporary Manufactured Home Regulations before filling out this application

Applicant's Information

Name: Robert Byers

Street Address: 520 Ridge Lakeside Dr

City: Woodstock Zip: 30188 Phone #: 678-451-5161

I am requesting this hardship for Jeff Matsukawa

Relationship to Applicant: Ex Son in Law

Property Owner's Information

Property Owner's Name: Robert Byers

Street Address: 520 Ridge Lakeside Dr

City: Woodstock Zip: 30188 Phone #: 678-451-5161

Tax Map Number: 02N04C Parcel Number: 235 Zoning: _____

Acres: 9/10th Land Lot(s): _____ District: _____

Purpose of this hardship request To have mobile home on own lot,

Don't live in home - 2 people in main house

Jeff unable to work - Drive ect.

PLEASE NOTE: THIS APPLICATION IS FOR TEMPORARY PLACEMENT ONLY. IT MUST BE RENEWED AFTER THE INITIAL PERIOD OF 6 MONTHS IS COMPLETE.

I ACKNOWLEDGE AND AGREE THAT THE GRANTING OF THIS HARDSHIP PERMIT IS ISSUED ON A TEMPORARY BASIS AND ONCE THE HARDSHIP NO LONGER EXISTS, THE MANUFACTURED HOME MUST BE REMOVED FROM THE PREMISES. FAILURE TO REMOVE THE MOBILE HOME FROM THE PROPERTY GRANTS CHEROKEE COUNTY THE RIGHT TO DO SO AT THE APPLICANT'S/OWNER'S EXPENSE.

We require all property owners' signatures that are on the recorded deed

X Applicant's Signature: Robert Byers Date: _____

X Property Owner's Signature: Robert Byers Date: _____

Linda Byers Date: _____

X Owner of Mobile Home: Robert Byers

DOCTOR'S AFFIDAVIT

The undersigned, being duly licensed to practice medicine in the State of Georgia, hereby certifies that he/she has examined or has personal knowledge of the health circumstances, of JERRY FREY
MATSUSHITA (Patient).
(Please Print)

Please mark either Yes or No for the following statements:

- (1) The family relative for whom the temporary use of a mobile home is requested requires 24-hour nursing care involving the physical presence of a monitor, nurse or attendant or the presence of such monitor, nurse or attendant within voice communication of the attended relative. Yes (✓) No ()
- (2) The health or health related condition or disability of the family relative has existed for six (6) or more months before the date of the application for temporary use permit, or in the professional medical opinion of the physician completing the affidavit, the condition of disability is likely to continue for six (6) or more months. Yes (✓) No ()
- (3) Does the patient possess and use a valid motor vehicle operator's permit? Yes () No (✓)

Carole Maddux
Notary Signature

Notary Seal



Commission expires:
28th of May, 2016

J J FAYRE, MD 29 AUG 14
Physician's Name (Date)

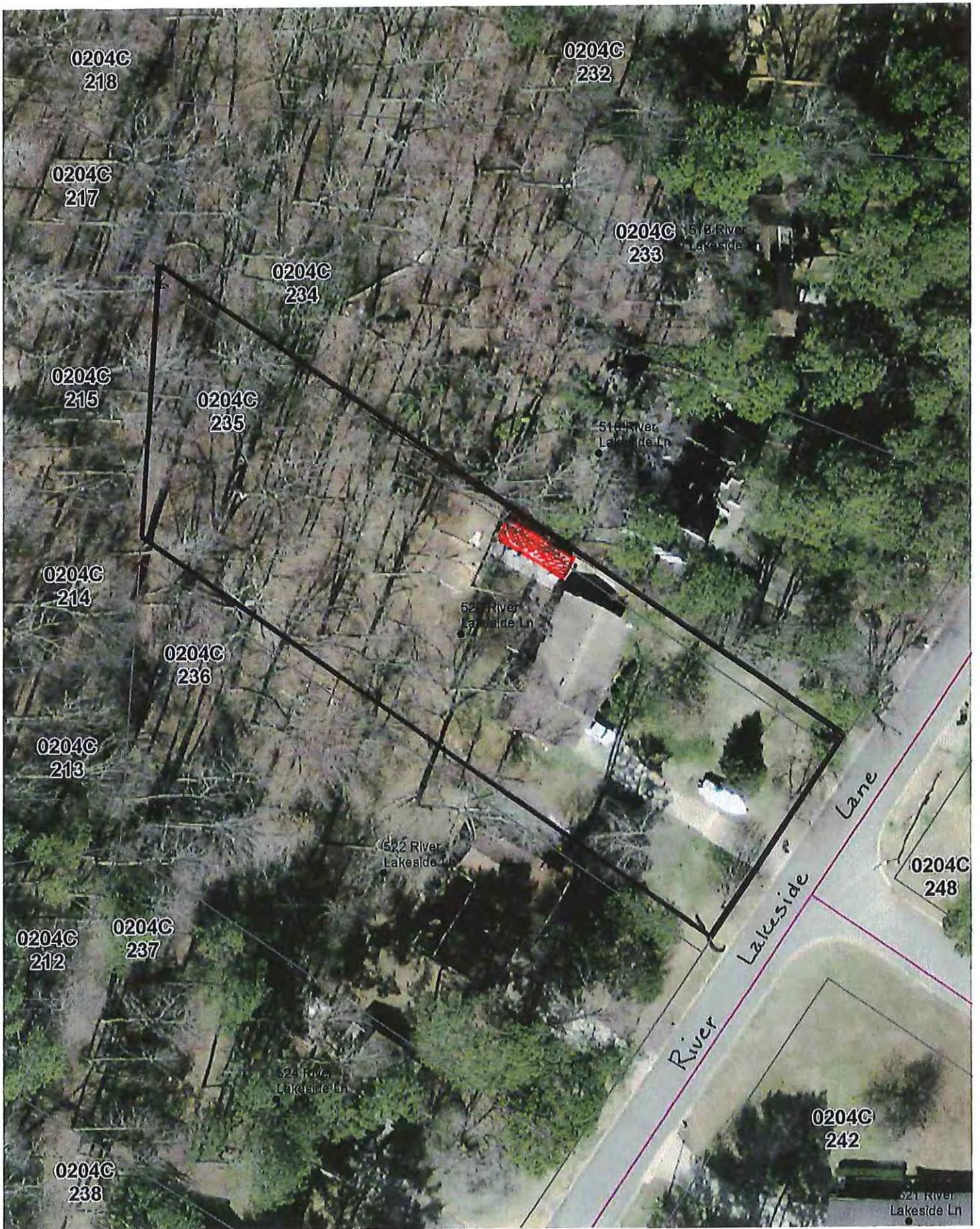
[Signature] 29 AUG 14
Physician's Signature (Date)

GENE SMARITANO HW
Name of Medical Center/Hospital

SAMARITAN
Street Address

JASPER, GA 30143
City, State, Zip

706-253-4673
Telephone



PB #14, Page 211 - Creek Hollow South-U3
Lot 54

MISSION STATEMENT



The CHEROKEE COUNTY Board of Commissioners is dedicated to providing a " Superior Quality of Life " for its residents.

OUR GOAL:

To preserve the Beauty, Unique Character, and Desirability of the Community where we live, work, and play.

OUR PROMISE:

Listen to you; Respect your Rights; & Represent you with the highest standards of Ethics and Integrity.

OUR COMMITMENT:

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

State-of-the-art Public Safety facilities, training, and personnel;

Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta.



Cherokee County Board of Commissioners

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

Cherokee County Rules of Procedure
Public Hearings

- 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 herein and in the Civility Code and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.
 - 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. Any amendment to these rules of order by a Commission Member shall be submitted to the Clerk in writing one week before the designated meeting. The proposed amendment shall be included on the agenda for that meeting and distributed to all Board Members. All amendments require a simple majority of affirmative votes by the Board for adoption.
- 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.

Cherokee County Rules of Procedure
(Public Comment Policy)

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.