



# Cherokee County Board of Commissioners WORK SESSION AGENDA

**October 21, 2014**  
**3:00 p.m. | Cherokee Hall**

1. August 2014 YTD Financial Update by Janelle Funk.
2. Discussion of Regular Agenda Items.

ADJOURN

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Executive Session to Follow



# Cherokee County Board of Commissioners **AGENDA**

October 21, 2014  
Regular Meeting  
CHEROKEE HALL 6:00 PM

## **INVOCATION**

Lynn Eynon with Woodstock Christian 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"*

## **CALL TO ORDER**

**CHAIRMAN AHRENS**

## **RATIFY CLOSURE OF EXECUTIVE SESSION**

## **PROCLAMATION**

1. Red Ribbon Week.

## **PRESENTATION**

1. Sheriff's Office Quarterly Awards.

## **AMENDMENTS TO AGENDA**

## **ANNOUNCEMENTS**

1. Early voting continues at the Elections Office through 10/24. Saturday voting on October 25 at all five locations. Advance voting 10/27 to 10/31 at all five locations. Election day is November 4, from 7 a.m. to 7 p.m. all precincts.

## **APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM OCTOBER 7, 2014.**

## **PUBLIC HEARING**

The Cherokee County Board of Commissioners will consider a petition by CTL of Cherokee, LLC to modify two conditions of zoning Case No. 03-11-055, Centennial Lakes Partners, LLC.

## **PUBLIC COMMENT**

## **ZONING CASES**

None Scheduled.

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## **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**

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**CONSENT AGENDA**

- 1.1 Consider acceptance of ASPCA grant award and budget amendment for the Animal Shelter in the amount of \$7,000.00 for expenses incurred during the Puppy Mill Case.
- 1.2 Consider transfer of property for necessary roadway right-of-way and easements required for construction of the Burch Lane Project.
- 1.3 Consider submission of continuation application for STOP VAWA Criminal Justice System Improvement in the amount of \$70,000.00. Match funding is satisfied with existing personnel, no new County funds required.
- 1.4 Consider approval to surplus and recycle old printers and poor condition at the Tax Commissioner's Office.

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**COUNTY MANAGER**

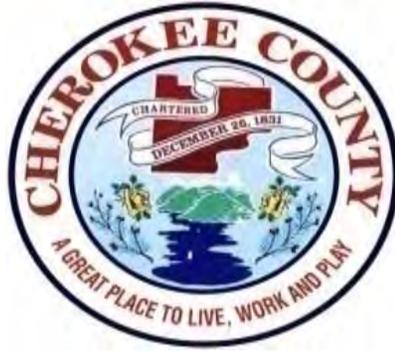
- 2.1 Consider request to submit list of nine (9) roadways in need of resurfacing to GDOT for funding under the 2015 LMIG (Local Maintenance and Improvement Grant).

- 2.2 Consider approval to purchase one (1) 2015 Ford Interceptor from Wade Ford for the state contract amount of \$30,531.00 from Animal Control SPLOST funding. This amount is also the lowest of three quotes received.
- 2.3 Consider awarding standard construction agreement to the most responsive, responsible proposer, Country Carpet, in the amount of \$98,461.00 for the removal and replacement of the kitchen flooring at the Adult Detention Center and authorization of budget amendment.

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**COUNTY ATTORNEY**

**ADJOURN**



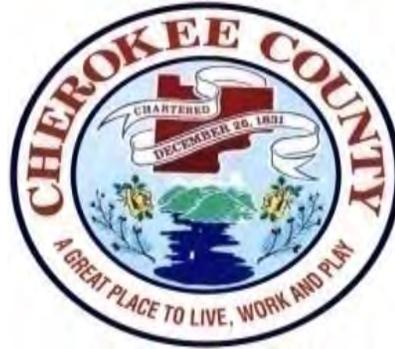
# Cherokee County Board of Commissioners

FINANCIAL UPDATE

AUGUST YTD 2014

(Oct 2013 – Aug 2014)

Presented October 21, 2014



# Cherokee County Board of Commissioners

EXECUTIVE SUMMARY

AUGUST YTD 2014

(Oct 2013 – Aug 2014)



# Status Summary – August YTD 2014

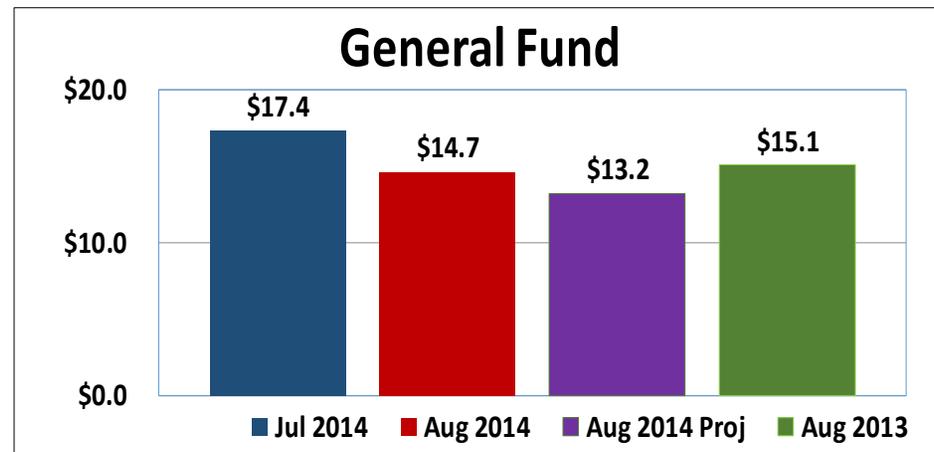
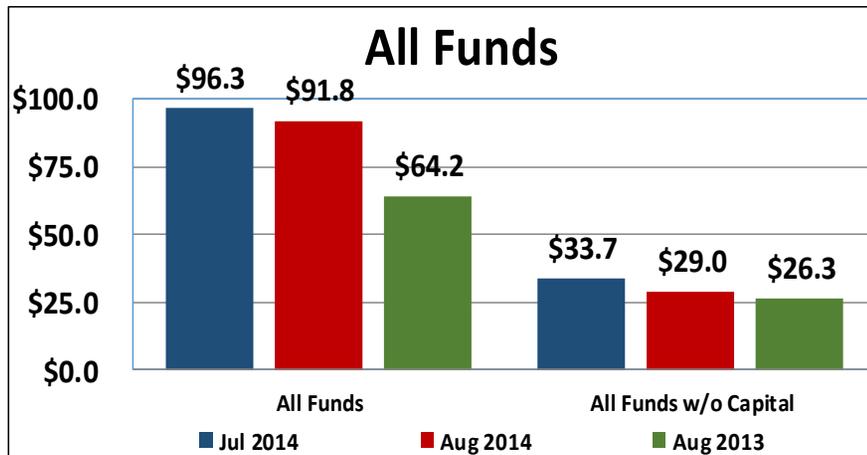
Metric	Status	Comments/Action Plan
Cash Position – All Funds		<ul style="list-style-type: none"> <li>• The County is able to meet commitments</li> <li>• EMS Fund still cash negative, but showing improvement</li> <li>• UnCS Fund much closer to being cash basis</li> </ul>
Cash Position – General Fund		<ul style="list-style-type: none"> <li>• Improved from negative cash in Nov 2010 to ~ \$7.0M low point in Dec 2013</li> <li>• \$7.0M ~ 11% of General Fund Annual Budget</li> <li>• Estimating ~ \$7.0M cash low point in Dec 2014</li> </ul>
Revenue		<ul style="list-style-type: none"> <li>• Full Year Forecast for Ext. Generated Recurring Revenues to Exceed Budget               <ul style="list-style-type: none"> <li>• Property tax collections on track</li> <li>• Combined total of motor vehicle taxes/TAVT &gt; Budget</li> <li>• SPLOST tax receipts &gt; Budget</li> <li>• Building Permit revenue &gt; Budget</li> </ul> </li> <li>• Other Financing Sources – Sale of Old Admin Building \$1.6M will not occur, but positive variances from other sources will almost offset this amount</li> </ul>
Expenditures		<ul style="list-style-type: none"> <li>• In comparison to percentage of year elapsed, expenditures on track</li> <li>• In comparison to prior year spending, expenditures on track</li> <li>• We expect to achieve the Full Year Budget for Operating Funds, and underspend the Budget for Capital Funds.</li> <li>• While healthcare claims are over-budget, the Insurance &amp; Benefits Fund has an adequate reserve to cover the overage in FY2014.</li> </ul>
Headcount		<ul style="list-style-type: none"> <li>• Personnel costs on target</li> <li>• Headcount below budget</li> </ul>



# Cash Executive Summary

## August 2014

Summary Statement: Property taxes are primarily collected in December 2013 and January 2014. Almost every month after, expenditures > revenues. Therefore the cash balance will decrease throughout the year. This is expected and budgeted accordingly.



**Highlights for YOY: All Funds +\$27.6M, Non Capital Funds +\$2.7M, General Fund -\$0.4M**

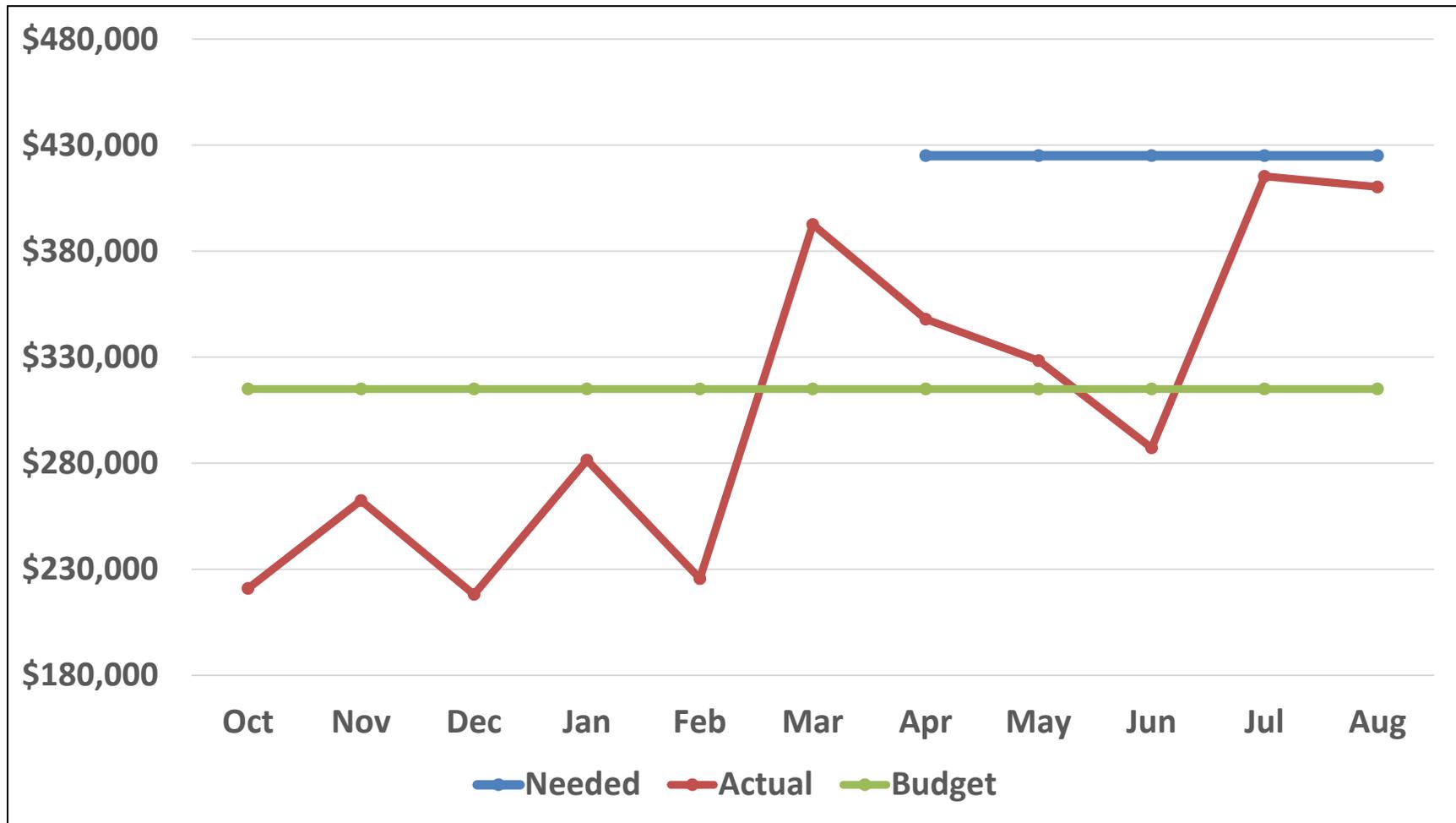
#### Most significant changes include:

- **SPLOST Funds +\$10.3M** SPLOST 2012 tax receipts have significantly exceeded SPLOST 2012 spending (which is expected due to our multi-year project spending plan).
- **Impact Fee Fund +\$0.7M** – Cash receipts over last 12 months higher than previous years, but minimal spending.
- **Parks Bond Fund +\$12.0M** Bonds issued in July 2014 \$22.8M.
- **Unincorporated County Services Fund +\$2.8M** Insurance Premium Tax revenue and building permits revenue has been higher than budget, and the fund receives a budgeted transfer from the General Fund to build reserves in FY2014.
- **RRDA Fund +\$0.5M** – Timing only. Full monthly transfers being made in 2014, only 50% transfers made monthly in 2013.
- **Debt Service Fund +\$0.3M** – Timing only. New Parks Bond issuance will require additional debt service to be paid.
- **Insurance & Benefits Fund -\$0.9M** – Cash has decreased due to budgeted utilization of reserves, and expenditures have increased due to more participants in the plan and higher PEPM.
- **EMS Fund -\$42k** EMS cash collections were strong in July and August. Cash balance as of the end of August was **-\$89k**. September collections are also higher than budget and fund should be very close to a positive cash balance by end of year.

**Bottom Line:** Most cash balances are improving or decreases are explainable/expected.



# EMS Fund – Cash Collections October 2013 – August 2014



**Bottom Line: Cash receipts have been below budget, but July and August are close to where we need to be.**

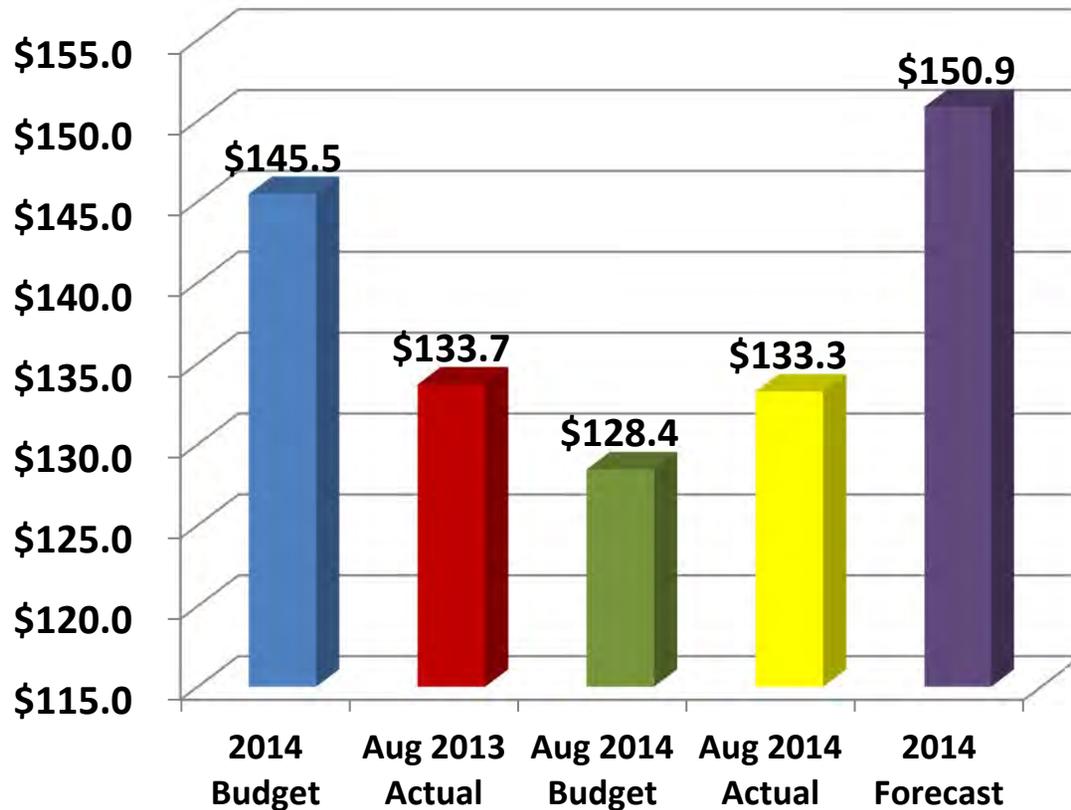


# Revenue Executive Summary

## All Funds – August YTD 2014

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the County's YTD Results are \$4.8M better than the YTD Budget. We are also forecasting the full year to be \$5.5M better than budget.

### All Recurring External Revenues



**August 2014 Actual \$4.8M > Budget**

• More significant variances:

- SPLOST Reimbursement from State for Sheriff Training Center **+\$700k**
- TAVT/Motor Vehicle Net **+\$701k**
- Mortgage Related Taxes **+\$371k**
- SPLOST Taxes **\$1.4M**
- Building Permits **+\$444k**
- Alcohol & Business Licenses **+\$112k**
- DUI Court **+\$203k**
- Impact Fees **+\$256k**
- Ambulance Fees **+\$487k** - late 2013 billing contributing to overage
- Grant Revenues **-\$354k** – timing of grant projects
- Insurance & Benefits unbudgeted stoploss reimbursements **+\$508k**

**Full Year Forecast \$5.5M > Budget**

**Bottom Line:** Revenue is on track to exceed the FY2014 Budget.

This is positive for each individual fund, but it is important to remember many funds have restricted purposes.



# Revenue Executive Summary

## General Fund – August YTD 2014

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the General Fund YTD Results are \$1.5M > Budget. We are also forecasting the full year to be \$1.3M > Budget.

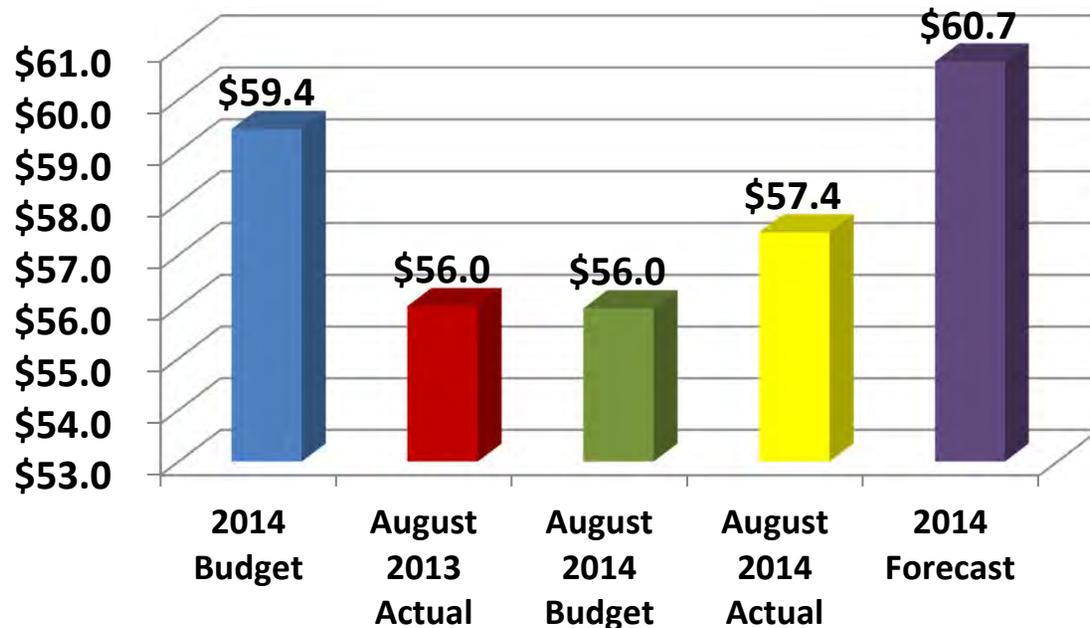
### General Fund Recurring External Revenue

**August Actual \$1.5M > Budget**

More significant variances:

- TAVT/MV Tax **+\$809k**
- Prior Year Property Taxes **+\$139k**
- Business & Alcohol Licenses **+\$112k**
- Mortgage Related Taxes **+\$282k**
- Franchise Taxes **+\$137k**
- Landfill Fees **-\$142k**
- Prisoner Housing **-\$118k**
- Other Charges **+\$119k**
- Court Fees **-\$192k**
- Miscellaneous items **+\$213k**

**Full Year Forecast \$1.3M > Budget**



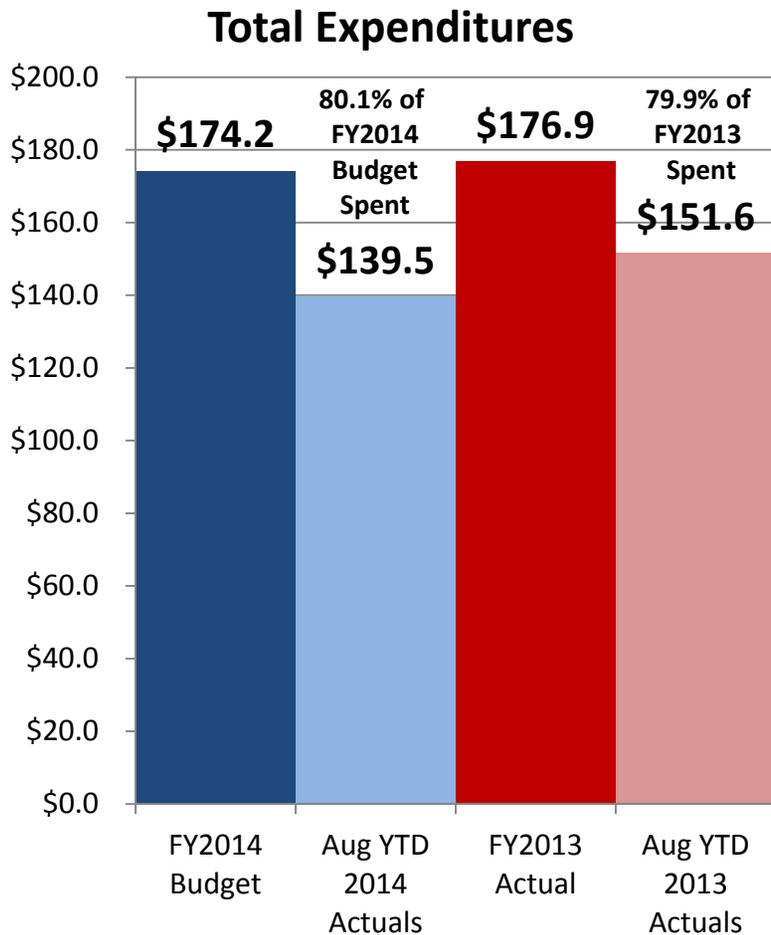
Note: While not a “recurring revenue,” the Sale of the Old Admin Building was assumed in the 2014 Budget for \$1.6M, but this will not occur.

**Bottom Line:** The positive budget variance in revenues will almost offset the Sale of the Old Admin Building budget.



# Expenditure Executive Summary All Funds – August YTD 2014

Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.  
88% of Year Elapsed for Payroll Costs. 83% or 92% of Year Elapsed for Monthly Expenses.



<u>County-Wide Expenditures - 2014</u>				
	2014 Budget	Aug YTD 2014 Actuals	% Spent	Comment #
Compensation	57,357,216	49,365,146	86.1%	
Insurance Benefits	14,802,356	14,695,085	99.3%	1
Payroll Taxes	4,190,116	3,508,182	83.7%	
Workers Comp	1,037,250	1,083,609	104.5%	2
Retirement Plans	3,102,873	2,762,796	89.0%	
Other Personnel	78,735	25,750	32.7%	
<b>Total Personnel</b>	<b>80,568,546</b>	<b>71,440,568</b>	<b>88.7%</b>	
Operating Costs	27,208,484	24,783,489	91.1%	
Capital	34,808,805	12,536,713	36.0%	3
Non-Op Costs	14,776,995	15,113,467	102.3%	4
Debt Service	7,075,500	7,122,527	100.7%	5
Utilities/Admin	3,946,695	3,361,837	85.2%	
Other	149,000	4,356	0.0%	
Transfers	5,702,838	5,148,856	90.3%	
<b>Total Expenditures</b>	<b>174,236,863</b>	<b>139,511,813</b>	<b>80.1%</b>	

**Bottom Line:** YTD Expenses are on target.

We expect to achieve the FY2014 Budget for Operating Funds. We expect to underspend in Capital Funds.



## Expenditure Executive Summary All Funds – August YTD 2014

### 1. Insurance/Benefits Costs are 99.3% of the FY2014 Budget

- The County-Wide roll-up reflects Insurance & Benefits costs charged to departments for their respective employees, and also includes actual expenses in the Insurance & Benefits Fund (Health, Dental, LTD, STD and Life Insurance plans).
- Specific just to the Insurance & Benefits Fund, net costs were \$519k > Budget.
  - Net Health claims exceeded budget by \$1M. This is driven by additional enrollees in the plan and higher PEPM costs.
    - This negative variance was partially offset by additional revenues related to additional enrollees and payments budgeted but not paid to CHN.
  - The updated forecast shows the Insurance and Benefits Fund ending FY2014 with an unreserved fund balance of \$874k. This is \$553k worse than budget.

### 2. Workers Compensation Costs are 104.5% of the FY2014 Budget

- Workers Compensation Costs are comprised of administration fees and actual claims.
- Admin fees are below target, but new claims are running over the FY2014 Budget.
  - Uniform Patrol experienced two significant car accidents involving 3 officers.
  - In November 2013 the Fire/EMS Department conducted 3,000 hours of training for ISO certification which led to more workers compensation injuries than usual.



## Expenditure Executive Summary All Funds – August YTD 2014

### 3. **Capital** is at 36% of the FY2014 Budget

- Capital spending is dependent on the timing of capital projects.
- We expect Capital Fund Budgets will be underspent.

### 4. **Non-Op Costs** are 102.3% of the FY2014 Budget

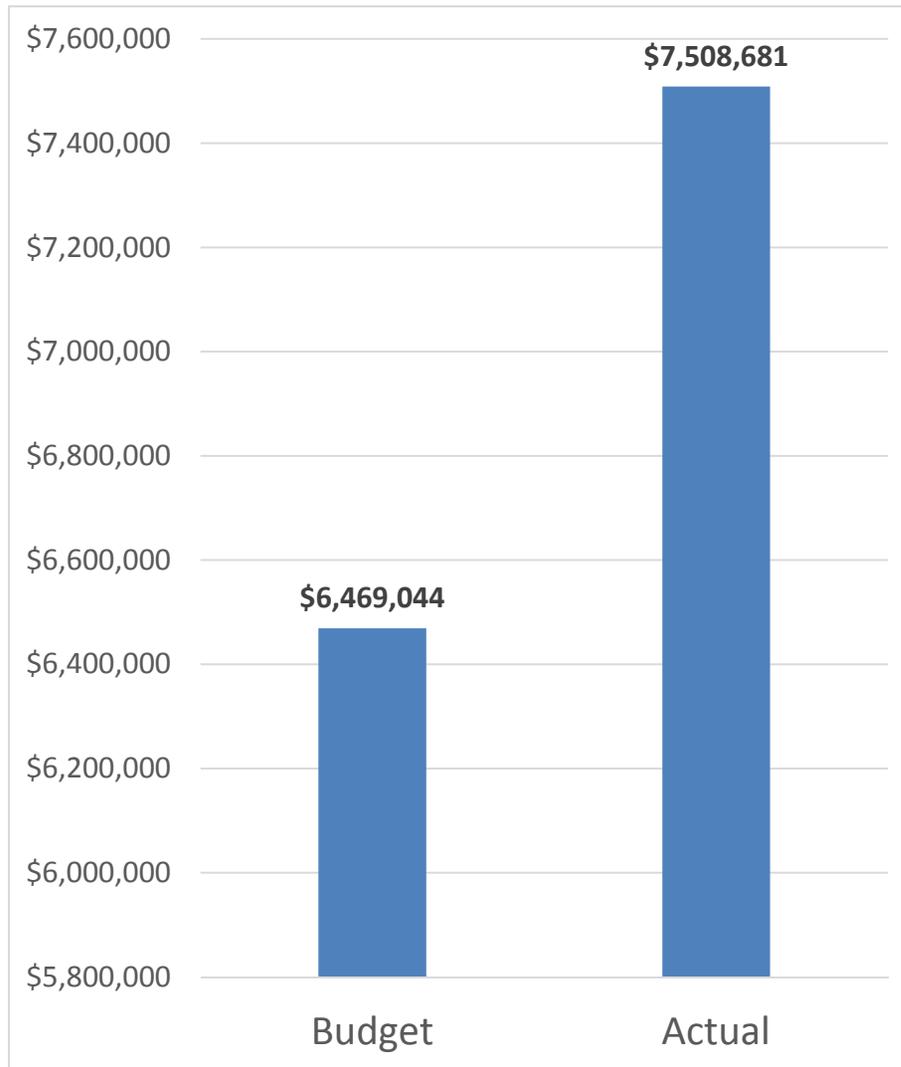
- EMS Revenue is above budget, therefore EMS Bad Debt Expense is also above budget.
- Improvements to Ridgewalk Parkway were budgeted in general SPLOST capital accounts, but this \$700,000 payment to Woodstock was recorded in “Payments to Others.”

### 5. **Debt Service** is at 100.7% of the FY2014 Budget

- All monthly payments are being paid according to schedule.
- Both principal/interest payments on the Parks Bonds have been paid 10/1 and 4/1.
- Issuance costs for the new Park Bonds were not budgeted causing debt service to be over budget.



## August YTD 2014 Health Insurance Claims Budget v Actual



**\$1,039,637 VARIANCE, OR 16.1% OVER BUDGET**

- ~ 65% driven by higher Per Employee Per Month Cost (meaning costs are more expensive)
  - August YTD Actual = \$683.79
  - August YTD Budget = \$622.32
  - Up +9.9%
- ~ 35% driven by more employees enrolled in the plan than budgeted
  - August YTD Average = 998
  - August YTD Budget = 945
  - Up +5.6%

**AUGUST WAS 26.9% OVER PEPM BUDGET**

**Bottom Line:** At this rate we could use \$895k of our reserve, reducing the reserve balance to ~ \$874k.



## Insurance & Benefits Fund Slide from Q3 Presentation

	2014 Budget	2014 Forecast @ June 2014	FY2015 Preliminary Budget	FY2015 More Likely Budget?
Unreserved Fund Balance BOY	\$1,769,801	\$1,769,801	\$988,061	\$988,061
Use of Fund Balance	(\$342,240)	(\$781,741)	(\$353,809)	(\$674,172)
Unreserved Fund Balance EOY	\$1,427,561	\$988,061	\$634,252	\$313,889
County Contribution	\$5.7M	\$5.7M	\$6.5M	\$6.5M
PEPM	\$631.15	\$679.64	\$673.43 <sup>(1)</sup>	\$699.35 <sup>(2)</sup>
# of Enrollees	945	1,000	1,030	1,030

(1) GBS 6/4/2014 guidance = \$666.19. Seemed too low. Took GBS 2014 forecast of \$654.45 and increased by their 2.9% weighted average inflation guidance. Now this even seems too low when compared to the CCBOC 2014 Forecast.

(2) CCBOC 2014 Forecast = \$679.64. Increased by GBS 2.9% weighted average inflation guidance.

**Bottom Line:** While FY2014 is not at risk, we need to consider how the reserve will be impacted in the future.



# Insurance & Benefits Fund Updated For August Results

	2014 Budget	2014 Forecast @ August 2014	FY2015 Proposed Budget
Unreserved Fund Balance BOY	\$1,769,801	\$1,769,801	\$874,510
Use of Fund Balance	(\$342,240)	(\$895,291)	(\$842,710)
Unreserved Fund Balance EOY	\$1,427,561	\$874,510	\$31,800
County Contribution	\$5.7M	\$5.7M	\$6.5M
PEPM	\$631.15	\$690.35	\$712.72 <sup>(1)</sup>
# of Enrollees	945	998	1,030

(1) The PEPM for the FY2015 Proposed Budget was based on the July YTD 2014 Forecast of \$678.78 and increased by 5% based on 2014 experience. We felt the GBS inflation guidance of 2.9% was too low, considering July YTD 2014 was 7.5% over the amount they had given us for 2014. Now that the 2014 Forecast is \$690.35, the 2015 Budget is only a 3.2% increase in PEPM.

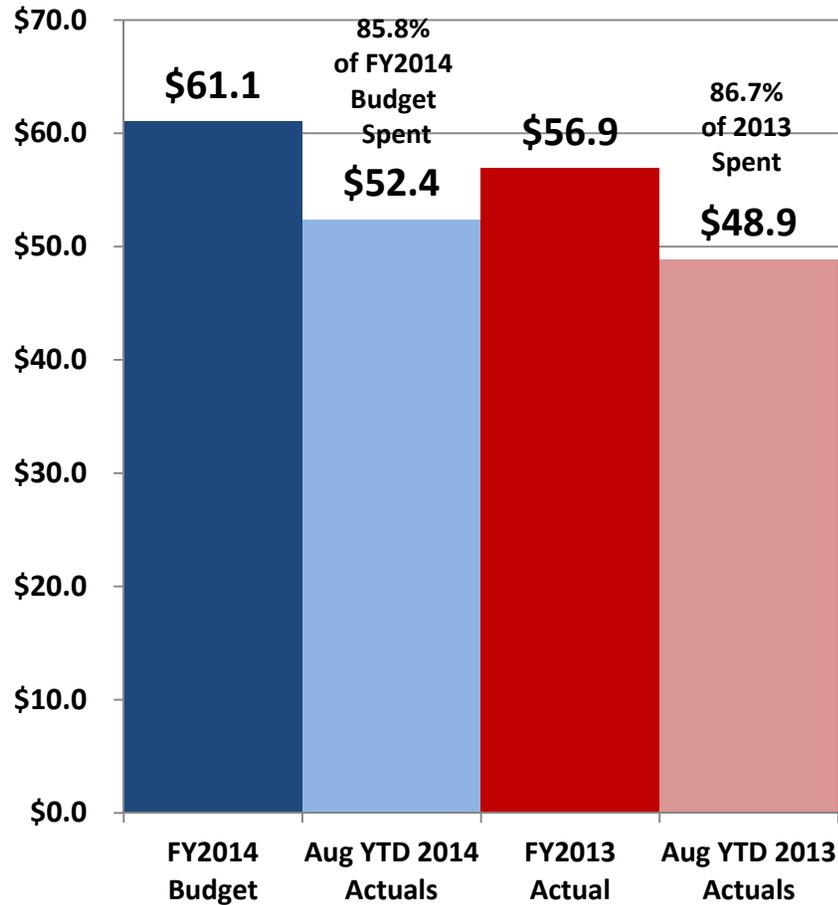
**Bottom Line:** While FY2014 is not at risk, we need to consider the 2015 EOY Forecast for the Fund's Reserve.



# Expenditure Executive Summary General Fund – August YTD 2014

Summary Statement: Expenses are being managed across all departments. Some variances exist, but are explainable.  
88% of Year Elapsed for Payroll Costs. 83% or 92% of Year Elapsed for Monthly Expenses.

## General Fund Expenditures



General Fund - Expenditures 2014			
	2014 Budget	Aug YTD 2014 Actuals	% Spent
Compensation	30,205,045	26,014,552	86.1%
Insurance Benefits	3,419,947	2,963,064	86.6%
Payroll Taxes	2,237,928	1,846,507	82.5%
Workers Comp	500,106	514,325	102.8%
Retirement Plans	1,672,933	1,451,460	86.8%
Other Personnel	68,719	12,570	18.3%
<b>Total Personnel</b>	<b>38,104,678</b>	<b>32,802,478</b>	<b>86.1%</b>
Operating Costs	12,698,989	10,472,937	82.5%
Capital	180,563	115,657	64.1%
Non-Op Costs	2,463,728	2,192,744	89.0%
Debt Service	151,375	151,374	100.0%
Utilities/Admin	2,151,648	1,853,802	86.2%
Other	-	-	0.0%
Transfers	5,348,352	4,827,765	90.3%
<b>Total Expenditures</b>	<b>61,099,333</b>	<b>52,416,757</b>	<b>85.8%</b>

**Bottom Line:** YTD Expenses are on target. We expect to achieve the FY2014 Budget.

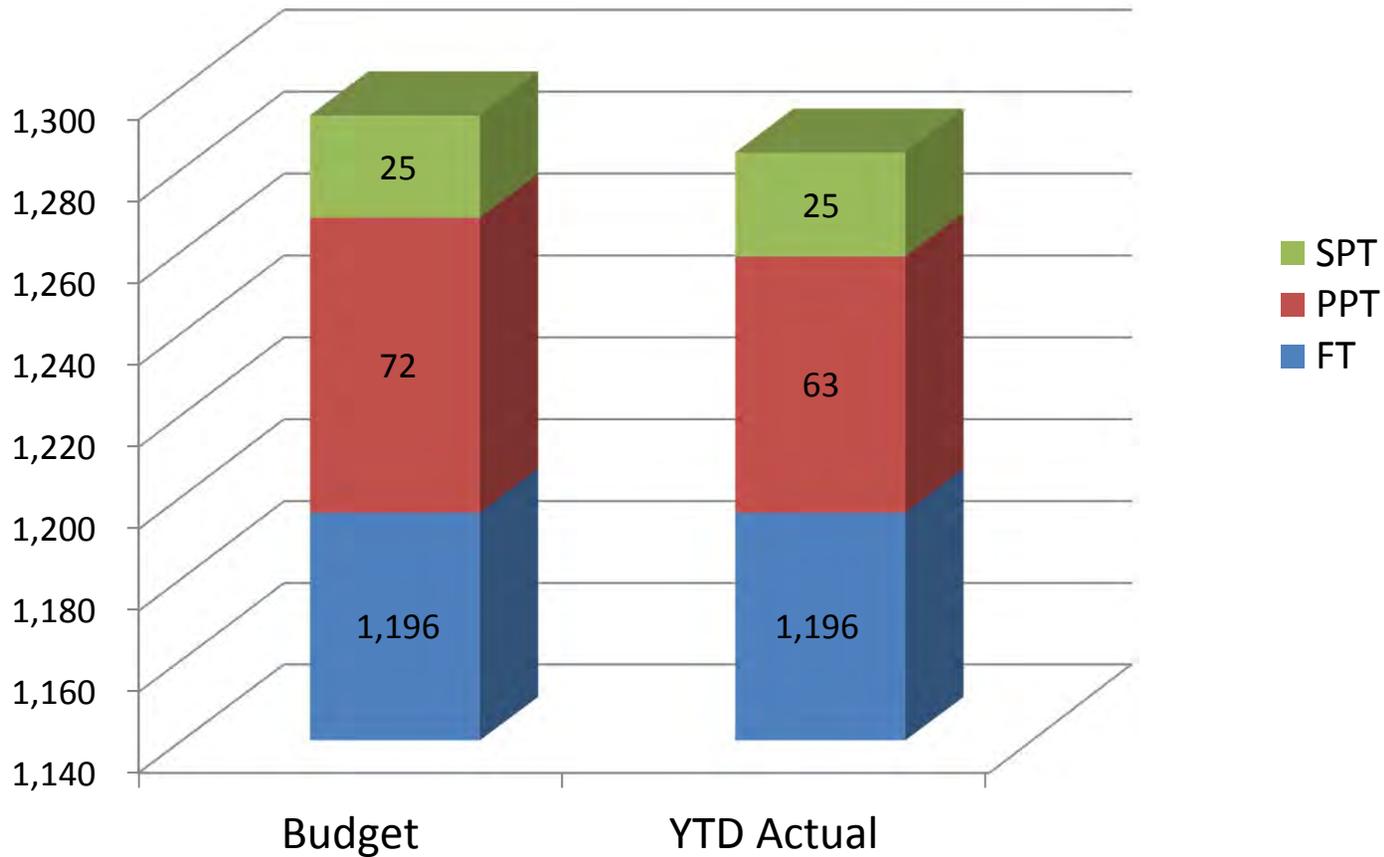


# Executive Summary Headcount - FTEs

## Full Time Equivalent (FTEs)

**Budget = 1,293**

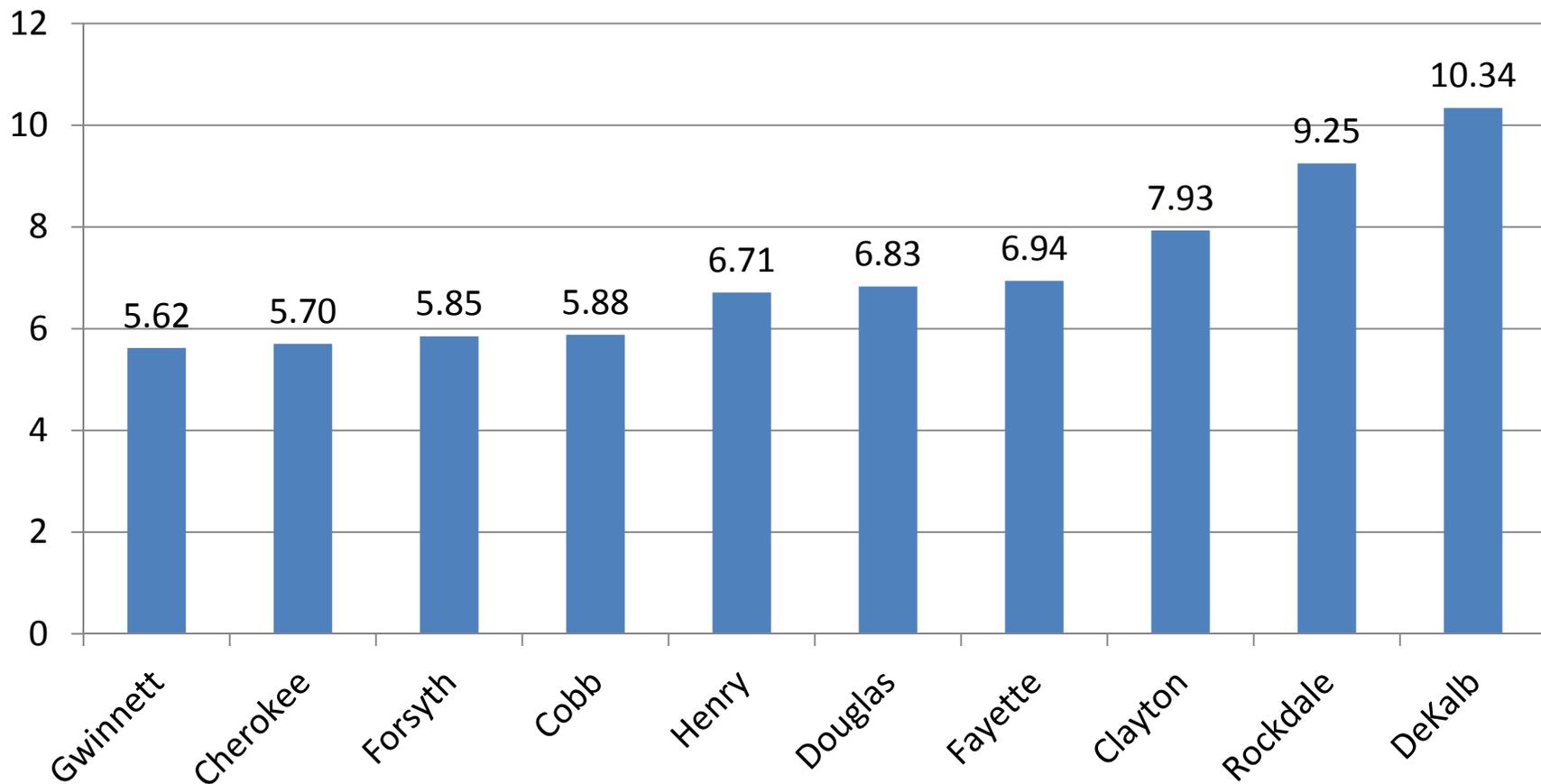
**Actual YTD = 1,284**



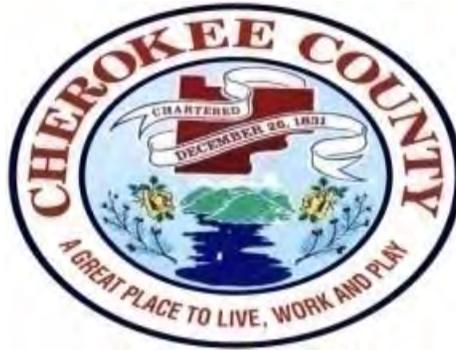


# Executive Summary Headcount - FTEs

## Employees Per Capita



Source: FY2013 CAFR information for other counties, FY2014 YTD Actual for Cherokee County



# Cherokee County Board of Commissioners

Financial Reports

August YTD 2014

(Oct 2013 – August 2014)



**Cherokee County Board of Commissioners**  
**Budget Summary**  
**88.46% of year lapsed**

	2013 Year End Actual	Actual as of 8/31/2013	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of Budget 2014	% of Budget 2013
<b>ALL EXTERNALLY GENERATED RECURRING REVENUES BY FUND</b>								
GENERAL FUND (100)	60,186,727	56,011,471	59,384,678	44,772	59,429,450	57,435,440	96.64%	93.06
LAW LIBRARY FUND (205)	119,170	86,684	140,700	0	140,700	90,251	64.14%	72.74
SHERIFF'S FORFEITURES (210)	39,877	39,877	175,953	0	175,953	17,975	10.22%	100.00
EMERGENCY 911 TELEPHONE FUND (215)	4,368,703	2,979,962	4,177,160	0	4,177,160	2,988,833	71.55%	68.21
SENIOR SERVICES FUND (220)	581,382	411,424	659,673	3,497	663,170	496,731	74.90%	70.77
PARKS AND RECREATION (225)	3,139,886	2,763,437	3,505,805	0	3,505,805	3,077,745	87.79%	88.01
UNINCORPORATED COUNTY SERVICES (230)	8,330,167	992,435	7,712,000	88,041	7,800,041	1,206,111	15.46%	11.91
TRANSPORTATION FUND (240)	652,134	502,852	730,350	68,222	798,572	530,487	66.43%	77.11
MULTIPLE GRANT FUND (250)	513,035	332,672	445,901	355,483	801,384	486,195	60.67%	64.84
COMMUNITY DEVELOPMENT (251)	486,958	375,451	1,146,989	0	1,146,989	187,778	16.37%	77.10
ANIMAL SERVICES FUND (252)	790,337	646,493	735,216	0	735,216	605,935	82.42%	81.80
DA'S CONDEMNATION FUND (254)	35,010	34,736	15,000	0	15,000	13,143	87.62%	99.22
DRUG ABUSE AND TREATMENT FUND (255)	178,733	141,043	159,920	0	159,920	200,038	125.09%	78.91
VICTIM/WITNESS FUND (256)	198,794	161,779	185,200	0	185,200	164,730	88.95%	81.38
DUI COURT FUND (257)	499,352	439,227	440,709	41,800	482,509	628,954	130.35%	87.96
DRUG ACCOUNTABILITY COURT (258)	203,157	112,554	261,901	13,400	275,301	224,100	81.40%	55.40
MENTAL HEALTH COURT (259)	0	0	103,819	(33,819)	70,000	0	0.00%	0.00
FIRE DISTRICT FUND (270)	18,554,037	18,193,921	18,488,740	8,000	18,496,740	18,250,190	98.67%	98.06
JAIL FUND (271)	438,454	359,020	409,400	0	409,400	349,973	85.48%	81.88
SHERIFF'S COMMISSARY FUND (272)	279,864	231,345	300,060	0	300,060	267,484	89.14%	82.66
CONFISCATED ASSETS FUND (273)	278,159	274,034	224,000	0	224,000	386,120	172.37%	98.52
HOTEL/ MOTEL TAX FUND (275)	154,289	126,454	118,467	0	118,467	152,480	128.71%	81.96
IMPACT FEE FUND (295)	1,275,857	1,111,811	792,485	235,000	1,027,485	1,110,379	108.07%	87.14
RECREATION CAPITAL CONSTRUCTIO (310)	762,114	736,701	4,800	0	4,800	(13,739)	-286.22%	96.67
SPLOST V (322)	118,843	(262,931)	3,000	0	3,000	322,315	10,743.84%	-221.24
SPLOST 2012 (323)	37,839,333	33,942,308	31,740,533	0	31,740,533	31,164,526	98.19%	89.70
DEBT SERVICE (410)	5,744,887	5,545,765	5,673,459	0	5,673,459	5,571,241	98.20%	96.53
CONFERENCE CENTER (555)	446,051	336,118	296,650	0	296,650	274,799	92.63%	75.35
EMERGENCY MEDICAL SERVICES (580)	7,043,885	6,727,712	6,320,950	21,492	6,342,442	6,308,473	99.46%	95.51
INSURANCE AND BENEFITS FUND (605)	471,776	335,399	261,552	0	261,552	754,752	288.57%	71.09
FLEET MAINTENANCE FUND (610)	2,941	0	0	0	0	2,606	0.00%	0.00
<b>TOTAL EXT GEN REC REVENUES</b>	<b>153,733,912</b>	<b>133,689,752</b>	<b>144,615,070</b>	<b>845,888</b>	<b>145,460,958</b>	<b>133,256,047</b>	<b>91.61 %</b>	<b>86.96%</b>



**Cherokee County Board of Commissioners**  
**Budget Summary**  
**88.46% of year lapsed**

	2013 Year End Actual	Actual as of 8/31/2013	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of Budget 2014	% of Budget 2013
<b>OTHER FINANCE SOURCES</b>								
<b>TRANSFERS IN</b>								
GENERAL FUND (100)	2,137,966	2,137,966	0	0	0	0	0.00 %	100.00%
LAW LIBRARY FUND (205)	94	0	0	0	0	0	0.00 %	0.00%
SENIOR SERVICES FUND (220)	499,883	459,642	412,889	0	412,889	378,482	91.67 %	91.95%
PARKS AND RECREATION (225)	729,802	668,985	850,320	0	850,320	779,460	91.67 %	91.67%
UNINCORPORATED COUNTY SERVICES (230)	0	0	1,576,082	(88,041)	1,488,041	1,327,354	89.20 %	0.00%
UCS - ECONOMIC DEVELOPMENT (231)	0	0	0	25,000	25,000	25,000	100.00 %	0.00%
TRANSPORTATION FUND (240)	212,798	194,472	191,195	0	191,195	167,465	87.59 %	91.39%
MULTIPLE GRANT FUND (250)	44,470	15,065	55,606	4,583	60,189	24,763	41.14 %	33.88%
ANIMAL SERVICES FUND (252)	188,067	172,395	232,719	0	232,719	213,326	91.67 %	91.67%
DUI COURT FUND (257)	100,000	91,667	100,000	1,019	101,019	91,667	90.74 %	91.67%
DRUG ACCOUNTABILITY COURT (258)	122,555	109,888	152,000	0	152,000	104,465	68.73 %	89.66%
SPLOST 2012 (323)	286,847	0	0	0	0	0	0.00 %	0.00%
RESOURCE RECOVERY DEVELOPMT (375)	1,318,583	558,018	1,303,856	0	1,303,856	1,195,201	91.67 %	42.32%
DEBT SERVICE (410)	550	550	0	0	0	0	0.00 %	100.00%
CONFERENCE CENTER (555)	112,289	58,683	76,467	0	76,467	99,960	130.72 %	52.26%
EMERGENCY MEDICAL SERVICES (580)	686,860	629,622	809,143	0	809,143	741,714	91.67 %	91.67%
<b>TOTAL TRANSFERS IN</b>	<b>6,440,763</b>	<b>5,096,953</b>	<b>5,760,277</b>	<b>(57,439)</b>	<b>5,702,838</b>	<b>5,148,856</b>	<b>90.29 %</b>	<b>79.14 %</b>
<b>SALE OF ASSETS</b>								
GENERAL FUND (100)	22,717	22,717	1,600,000	0	1,600,000	24,400	1.53 %	100.00%
PARKS AND RECREATION (225)	13,960	13,960	0	0	0	0	0.00 %	100.00%
UNINCORPORATED COUNTY SERVICES (230)	3,450	3,450	0	0	0	13,890	0.00 %	100.00%
TRANSPORTATION FUND (240)	0	0	0	0	0	15,000	0.00 %	0.00%
FIRE DISTRICT FUND (270)	2,300	2,300	0	0	0	7,030	0.00 %	100.00%
EMERGENCY MEDICAL SERVICES (580)	13,750	13,750	0	0	0	8,100	0.00 %	100.00%
<b>TOTAL SALE OF ASSETS</b>	<b>56,177</b>	<b>56,177</b>	<b>1,600,000</b>	<b>0</b>	<b>1,600,000</b>	<b>68,420</b>	<b>4.28 %</b>	<b>100.00 %</b>
<b>PROCEEDS FROM DEBT INSTRUMENTS</b>								
RECREATION CAPITAL CONSTRUCTIO (310)	0	0	0	22,823,000	22,823,000	22,823,000	100.00 %	0.00%
<b>TOTAL PROCEEDS FROM DEBT INSTRUMENTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,823,000</b>	<b>22,823,000</b>	<b>22,823,000</b>	<b>100.00 %</b>	<b>0.00 %</b>
<b>INTERNAL SERVICE CHARGES</b>								
INSURANCE AND BENEFITS FUND (605)	9,689,804	8,500,485	9,301,904	0	9,301,904	8,410,404	90.42 %	87.73%
FLEET MAINTENANCE FUND (610)	1,388,355	1,268,910	1,347,107	0	1,347,107	1,223,177	90.80 %	91.40%
<b>TOTAL INTERNAL SERVICE CHARGES</b>	<b>11,078,159</b>	<b>9,769,395</b>	<b>10,649,011</b>	<b>0</b>	<b>10,649,011</b>	<b>9,633,581</b>	<b>90.46 %</b>	<b>88.19 %</b>
<b>TOTAL OTHER FINANCE SOURCES</b>	<b>17,575,099</b>	<b>14,922,525</b>	<b>18,009,288</b>	<b>22,765,561</b>	<b>40,774,849</b>	<b>37,673,857</b>	<b>92.39 %</b>	<b>84.91%</b>
<b>TOTAL INFLOWS</b>	<b>171,309,011</b>	<b>148,612,277</b>	<b>162,624,358</b>	<b>23,611,449</b>	<b>186,235,807</b>	<b>170,929,904</b>	<b>91.78 %</b>	<b>86.75%</b>



**Cherokee County Board of Commissioners**  
**Budget Summary**  
**88.46% of year lapsed**

	2013 Year End Actual	Actual as of 8/31/2013	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of Budget 2014	% of Budget 2013
<b>USE OF RESERVES</b>								
GENERAL FUND (100)	0	0	0	69,883	69,883	0	0.00 %	0.00%
EMERGENCY 911 TELEPHONE FUND (215)	0	0	143,683	0	143,683	0	0.00 %	0.00%
UNINCORPORATED COUNTY SERVICES (230)	0	0	(1,469,793)	(45,062)	(1,514,855)	0	0.00 %	0.00%
MULTIPLE GRANT FUND (250)	0	0	0	33,406	33,406	0	0.00 %	0.00%
ANIMAL SERVICES FUND (252)	0	0	4,404	0	4,404	0	0.00 %	0.00%
DRUG ABUSE AND TREATMENT FUND (255)	0	0	92,080	1,019	93,099	0	0.00 %	0.00%
VICTIM/WITNESS FUND (256)	0	0	12,101	0	12,101	0	0.00 %	0.00%
FIRE DISTRICT FUND (270)	0	0	65,991	0	65,991	0	0.00 %	0.00%
JAIL FUND (271)	0	0	(130,790)	0	(130,790)	0	0.00 %	0.00%
IMPACT FEE FUND (295)	0	0	212,148	0	212,148	0	0.00 %	0.00%
RECREATION CAPITAL CONSTRUCTIO (310)	0	0	10,892,113	(24,115,113)	(13,223,000)	0	0.00 %	0.00%
SPLOST V (322)	0	0	3,611,248	0	3,611,248	0	0.00 %	0.00%
SPLOST 2012 (323)	0	0	(2,367,704)	1,012,489	(1,355,215)	0	0.00 %	0.00%
DEBT SERVICE (410)	0	0	(568,643)	0	(568,643)	0	0.00 %	0.00%
CONFERENCE CENTER (555)	0	0	(10,000)	25,000	15,000	0	0.00 %	0.00%
INSURANCE AND BENEFITS FUND (605)	0	0	496,085	0	496,085	0	0.00 %	0.00%
FLEET MAINTENANCE FUND (610)	0	0	49,000	0	49,000	0	0.00 %	0.00%
<b>TOTAL USE OF RESERVES</b>	<b>0</b>	<b>0</b>	<b>11,031,923</b>	<b>(23,018,378)</b>	<b>(11,986,455)</b>	<b>0</b>	<b>0.00 %</b>	<b>0.00 %</b>
<b>TOTAL FUNDING SOURCES</b>	<b>171,309,011</b>	<b>148,612,277</b>	<b>173,656,281</b>	<b>593,071</b>	<b>174,249,352</b>	<b>170,929,904</b>	<b>98.10 %</b>	<b>86.75%</b>



**Cherokee County Board of Commissioners**  
**Budget Summary**  
**88.46% of year lapsed**

	2013 Year End Actual	Actual as of 8/31/2013	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of Budget 2014	% of Budget 2013
<b>ALL EXPENDITURES BY FUND</b>								
GENERAL FUND (100)	56,919,736	48,876,777	60,984,678	114,655	61,099,333	52,416,756	85.79%	85.87
LAW LIBRARY FUND (205)	104,553	75,935	140,700	0	140,700	85,818	60.99%	72.63
SHERIFF'S FORFEITURES (210)	112,358	110,180	175,953	0	175,953	52,775	29.99%	98.06
EMERGENCY 911 TELEPHONE FUND (215)	4,074,618	3,607,188	4,320,843	0	4,320,843	3,746,474	86.71%	88.53
SENIOR SERVICES FUND (220)	1,093,452	943,478	1,072,562	3,497	1,076,059	969,672	90.11%	86.28
PARKS AND RECREATION (225)	3,502,355	3,022,068	4,356,125	0	4,356,125	3,853,791	88.47%	86.29
UNINCORPORATED COUNTY SERVICES (230)	6,041,238	5,366,152	6,952,586	0	6,952,586	5,748,560	82.68%	88.83
UCS - ECONOMIC DEVELOPMENT (231)	0	0	865,703	(20,062)	845,641	778,505	92.06%	0.00
TRANSPORTATION FUND (240)	883,874	720,131	921,545	68,222	989,767	765,223	77.31%	81.47
MULTIPLE GRANT FUND (250)	570,764	507,038	501,507	393,472	894,979	497,671	55.61%	88.83
COMMUNITY DEVELOPMENT (251)	490,073	416,544	1,146,989	0	1,146,989	315,394	27.50%	85.00
ANIMAL SERVICES FUND (252)	944,459	834,336	972,339	0	972,339	903,708	92.94%	88.34
DA's CONDEMNATION FUND (254)	21,666	18,021	15,000	0	15,000	14,512	96.75%	83.18
DRUG ABUSE AND TREATMENT FUND (255)	222,555	201,555	252,000	1,019	253,019	196,132	77.52%	90.56
VICTIM/WITNESS FUND (256)	198,602	178,736	197,301	0	197,301	176,501	89.46%	90.00
DUI COURT FUND (257)	521,356	441,541	540,709	42,819	583,528	506,041	86.72%	84.69
DRUG ACCOUNTABILITY COURT (258)	267,682	215,727	413,901	13,400	427,301	324,058	75.84%	80.59
MENTAL HEALTH COURT (259)	0	0	103,819	(33,819)	70,000	0	0.00%	0.00
FIRE DISTRICT FUND (270)	16,903,075	14,483,280	18,554,731	8,000	18,562,731	16,165,134	87.08%	85.68
JAIL FUND (271)	459,007	418,050	278,610	0	278,610	369,313	132.56%	91.08
SHERIFF'S COMMISSARY FUND (272)	320,779	274,220	300,060	0	300,060	234,990	78.31%	85.49
CONFISCATED ASSETS FUND (273)	267,616	198,229	224,000	0	224,000	235,961	105.34%	74.07
HOTEL/ MOTEL TAX FUND (275)	154,289	97,183	118,467	0	118,467	138,460	116.88%	62.99
IMPACT FEE FUND (295)	73,011	66,313	1,004,633	235,000	1,239,633	616,173	49.71%	90.83
RECREATION CAPITAL CONSTRUCTIO (310)	16,034,147	12,728,127	10,896,913	(1,292,113)	9,604,800	5,585,114	58.15%	79.38
SPLOST V (322)	7,711,872	6,991,678	3,614,248	0	3,614,248	1,599,519	44.26%	90.66
SPLOST 2012 (323)	25,648,565	20,257,908	29,372,829	1,012,489	30,385,318	17,986,670	59.20%	78.98
RESOURCE RECOVERY DEVELOPMT (375)	1,310,611	1,172,763	1,303,856	0	1,303,856	1,281,489	98.28%	89.48
DEBT SERVICE (410)	12,945,967	12,945,967	5,104,816	0	5,104,816	5,299,600	103.82%	100.00
CONFERENCE CENTER (555)	373,815	324,378	363,117	25,000	388,117	336,062	86.59%	86.78
EMERGENCY MEDICAL SERVICES (580)	7,190,391	5,902,481	7,130,093	21,492	7,151,585	6,863,787	95.98%	82.09
INSURANCE AND BENEFITS FUND (605)	10,049,848	8,969,446	10,059,541	0	10,059,541	10,237,480	101.77%	89.25
FLEET MAINTENANCE FUND (610)	1,442,956	1,253,437	1,396,107	0	1,396,107	1,210,469	86.70%	86.87
<b>TOTAL ALL EXPENDITURES BY FUND</b>	<b>176,855,288</b>	<b>151,618,867</b>	<b>173,656,281</b>	<b>593,071</b>	<b>174,249,352</b>	<b>139,511,814</b>	<b>80.06 %</b>	<b>85.73%</b>



**Cherokee County Board of Commissioners**  
**Changes in Fund Balance**  
**As of 8/31/2014**

Fund		Beginning Balance	Revenues & Other Financing Sources	Expenditures	Ending Balance	Net Increase/ (Decrease)
100	GENERAL FUND	9,802,189	57,459,840	52,416,756	14,845,272	5,043,084
205	LAW LIBRARY FUND	642,424	90,251	85,818	646,857	4,433
210	SHERIFF'S FORFEITURES	112,724	17,975	52,775	77,924	(34,800)
215	EMERGENCY 911 TELEPHONE FUND	1,678,869	2,988,833	3,746,474	921,228	(757,641)
221	SENIOR SERVICES FUND	49,583	875,213	969,672	(44,877)	(94,460)
225	PARKS AND RECREATION	454,576	3,857,205	3,853,791	457,990	3,414
230	UNINCORPORATED COUNTY SERVICES	4,948,569	2,572,355	6,527,066	993,858	(3,954,711)
240	TRANSPORTATION FUND	9,791	712,952	765,223	(42,480)	(52,271)
250	MULTIPLE GRANT FUND	90,168	510,958	497,671	103,455	13,287
251	COMMUNITY DEVELOPMENT	(19,848)	187,778	315,394	(147,463)	(127,616)
252	ANIMAL SERVICES FUND	100,842	819,261	903,708	16,395	(84,447)
254	DA's CONDEMNATION FUND	105,062	13,143	14,512	103,693	(1,369)
255	DRUG ABUSE AND TREATMENT FUND	520,222	200,038	196,132	524,128	3,907
256	VICTIM/WITNESS FUND	29,478	164,730	176,501	17,708	(11,771)
257	DUI COURT FUND	242,544	720,621	506,041	457,125	214,580
258	DRUG ACCOUNTABILITY COURT	58,030	328,565	324,058	62,537	4,507
259	MENTAL HEALTH COURT	0	0	0	0	0
270	FIRE DISTRICT FUND	4,894,310	18,257,220	16,165,134	6,986,397	2,092,086
271	JAIL FUND	997,355	349,973	369,313	978,016	(19,340)
272	SHERIFF'S COMMISSARY FUND	24,386	267,484	234,990	56,881	32,494
273	CONFISCATED ASSETS FUND	147,215	386,120	235,961	297,374	150,159
275	HOTEL/ MOTEL TAX FUND	0	152,480	138,460	14,021	14,021
295	IMPACT FEE FUND	5,263,920	1,110,379	616,173	5,758,125	494,205
310	RECREATION CAPITAL CONSTRUCTIO	9,623,628	22,809,261	5,585,114	26,847,775	17,224,147
320	SPLOST III	0	0	0	0	0
321	SPLOST IV	0	0	0	0	0
322	SPLOST V	5,847,571	322,315	1,599,519	4,570,367	(1,277,204)
323	SPLOST 2012	14,401,889	31,164,526	17,986,670	27,579,745	13,177,856
375	RESOURCE RECOVERY DEVELOPMT	296,856	1,195,201	1,281,489	210,568	(86,287)
410	DEBT SERVICE	769,088	5,571,241	5,299,600	1,040,730	271,641
555	CONFERENCE CENTER	430,636	374,759	336,062	469,333	38,697
580	EMERGENCY MEDICAL SERVICES	2,791,637	7,058,287	6,863,787	2,986,136	194,500
605	INSURANCE AND BENEFITS FUND	2,993,013	9,165,156	10,237,480	1,920,688	(1,072,325)
610	FLEET MAINTENANCE FUND	363,397	1,225,782	1,210,469	378,711	15,314
		<u>67,670,125</u>	<u>170,929,904</u>	<u>139,511,814</u>	<u>99,088,215</u>	<u>31,418,090</u>



**Cherokee County Board of Commissioners**  
**Funding Sources Compared to Expenditures - All Funds**  
**As of 8/31/2014**

	2013 Year End Actual	Actual as of 8/31/2013	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of Budget
<b>GENERAL FUND (100)</b>							
FUNDING SOURCES	62,347,410	58,172,154	60,984,678	114,655	61,099,333	57,459,840	94.04%
EXPENDITURES	56,919,736	48,876,777	60,984,678	114,655	61,099,333	52,416,756	85.79%
Excess Funding Sources over Expenditures	5,427,674	9,295,378	0	0	0	5,043,084	
<b>LAW LIBRARY FUND (205)</b>							
FUNDING SOURCES	119,263	86,684	140,700	0	140,700	90,251	64.14%
EXPENDITURES	104,553	75,935	140,700	0	140,700	85,818	60.99%
Excess Funding Sources over Expenditures	14,711	10,749	0	0	0	4,433	
<b>SHERIFF'S FORFEITURES (210)</b>							
FUNDING SOURCES	39,877	39,877	175,953	0	175,953	17,975	10.22%
EXPENDITURES	112,358	110,180	175,953	0	175,953	52,775	29.99%
Excess Funding Sources over Expenditures	(72,481)	(70,303)	0	0	0	(34,800)	
<b>EMERGENCY 911 TELEPHONE FUND (215)</b>							
FUNDING SOURCES	4,368,703	2,979,962	4,320,843	0	4,320,843	2,988,833	69.17%
EXPENDITURES	4,074,618	3,607,188	4,320,843	0	4,320,843	3,746,474	86.71%
Excess Funding Sources over Expenditures	294,085	(627,226)	0	0	0	(757,641)	
<b>SENIOR SERVICES FUND (221)</b>							
FUNDING SOURCES	1,081,265	871,066	1,072,562	3,497	1,076,059	875,213	81.34%
EXPENDITURES	1,093,452	943,478	1,072,562	3,497	1,076,059	969,672	90.11%
Excess Funding Sources over Expenditures	(12,187)	(72,412)	0	0	0	(94,460)	
<b>PARKS AND RECREATION (225)</b>							
FUNDING SOURCES	3,883,648	3,446,382	4,356,125	0	4,356,125	3,857,205	88.55%
EXPENDITURES	3,502,355	3,022,068	4,356,125	0	4,356,125	3,853,791	88.47%
Excess Funding Sources over Expenditures	381,294	424,313	0	0	0	3,414	
<b>UNINCORPORATED COUNTY SERVICES (230)</b>							
FUNDING SOURCES	8,333,617	995,885	7,818,289	(20,062)	7,798,227	2,572,355	32.99%
EXPENDITURES							
DEVELOPMENT SERVICES CENTER	218,001	191,119	223,721	19,077	242,798	205,749	84.74%
COUNTY ATTORNEY	0	0	115,000	0	115,000	48,285	41.99%
GIS/MAPPING	297,687	264,265	327,633	0	327,633	268,624	81.99%
ANIMAL CONTROL	370,528	324,638	388,681	0	388,681	320,531	82.47%
ROADS AND BRIDGES	2,423,354	2,151,847	2,912,768	0	2,912,768	2,349,367	80.66%



**Cherokee County Board of Commissioners**  
**Funding Sources Compared to Expenditures - All Funds**  
**As of 8/31/2014**

	2013 Year End Actual	Actual as of 8/31/2013	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of Budget
STORMWATER MGT ENGINEERING	259,085	220,653	319,333	0	319,333	265,492	83.14%
ENGINEERING DEVELOPMENT SERVIC ENGINEERING	232,997	206,259	256,139	0	256,139	198,186	77.37%
ENGINEERING	590,278	524,102	510,577	0	510,577	436,538	85.50%
CONSERVATION ADMINISTRATION	60,943	53,947	64,625	0	64,625	55,237	85.47%
FOREST RESOURCES CONSERVATION	14,759	13,546	14,561	0	14,561	13,347	91.67%
BUILDING INSPECTIONS	469,625	415,196	478,735	(19,077)	459,658	401,205	87.28%
PLANNING AND LAND USE	632,372	582,049	660,109	0	660,109	589,560	89.31%
CODE ENFORCEMENT	471,609	418,532	680,704	0	680,704	596,438	87.62%
UCS - ECONOMIC DEVELOPMENT	0	0	865,703	(20,062)	845,641	778,505	92.06%
EXPENDITURES	6,041,238	5,366,152	7,818,289	(20,062)	7,798,227	6,527,066	83.70%
Excess Funding Sources over Expenditures	2,292,379	(4,370,267)	0	0	0	(3,954,711)	
<b>TRANSPORTATION FUND (240)</b>							
FUNDING SOURCES	864,931	697,324	921,545	68,222	989,767	712,952	72.03%
EXPENDITURES							
UNASSIGNED PROJECTS	0	240	0	0	0	0	0.00%
5311 TRANSPORTATION PROGRAM	723,083	575,826	665,719	68,222	733,941	591,017	80.53%
5311 ARRA GRANT	0	0	50,000	0	50,000	0	0.00%
CANTON SHUTTLE	124,764	111,088	131,026	0	131,026	130,361	99.49%
266 TRANSPORATION GRANT	32,532	30,462	65,000	0	65,000	20,602	31.69%
OFF PEAK TRANSPORT SERVICE	3,495	2,514	9,800	0	9,800	23,244	237.18%
EXPENDITURES	883,874	720,131	921,545	68,222	989,767	765,223	77.31%
Excess Funding Sources over Expenditures	(18,942)	(22,807)	0	0	0	(52,271)	
<b>MULTIPLE GRANT FUND (250)</b>							
FUNDING SOURCES	557,506	347,737	501,507	393,472	894,979	510,958	57.09%
EXPENDITURES							
ACCG HEALTH GRANT	0	0	30,000	0	30,000	0	0.00%
ASPCA TIETJEN SHOW DOG CARE	0	0	0	3,000	3,000	3,000	100.00%
AMER SOCIETY FOR THE PROTECTION	0	0	0	8,500	8,500	9,000	105.88%
BULLETPROOF VEST PROGRAM	0	0	7,700	0	7,700	0	0.00%
BULLET PROOF VEST GRANT 2012	2,599	2,599	0	0	0	0	0.00%
CITIZENS CORP PROGRAM	5,031	5,031	0	0	0	0	0.00%
GEMA CERT TRAILER	0	0	0	12,000	12,000	12,000	100.00%
HOMELAND SECURITY 2013 CERT	0	0	0	9,000	9,000	8,548	94.98%
DUI/DRUG COURT GRANT 2007	32,733	40,152	0	0	0	0	0.00%
JUDICIAL COUNCIL OF GA DUI GRANT	19,226	10,620	0	0	0	0	0.00%



**Cherokee County Board of Commissioners**  
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	2013 Year End Actual	Actual as of 8/31/2013	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of Budget
CHEROKEE FAMILY FOCUS	45,484	37,521	45,000	0	45,000	40,786	90.64%
ACCG INTERNSHIP SUMMER GCIP	0	0	0	0	0	2,173	0.00%
GEMA HAZMAT GRANT	15,000	15,000	0	0	0	0	0.00%
GEMA HOMELAND SECURITY GRANT	90,466	90,466	0	0	0	0	0.00%
HAZARD MITIGATION GRANT 2012	11,671	11,671	0	0	0	0	0.00%
INTOXILYZER 9000	8,993	8,993	0	0	0	0	0.00%
STATE & LOCAL OVERTIME ASSISTANCE	14,791	12,413	17,500	0	17,500	10,433	59.61%
JUSTICE ASSISTANCE GRANT (JAG)	10,624	10,624	0	0	0	0	0.00%
PATROL CAMERAS 2013-DJ-BX-0137	10,082	0	0	0	0	0	0.00%
PATROL CAMERAS 2014-DJ-BX-0007	0	0	0	11,135	11,135	11,135	100.00%
JUV REINV GRANT SFY14	0	0	0	86,843	86,843	54,003	62.19%
OFFICE ROY MARCUM BALLISTIC VEST GR	0	0	0	2,400	2,400	2,400	100.00%
MARTHA & WILLIAM MURRAY FOUNDATION	0	0	0	0	0	999	0.00%
2012 PERFORMANCE PARTNERSHIP AGREEM	56,941	56,941	0	0	0	0	0.00%
PERFORMANCE PART AGREE	7,833	4,152	64,304	500	64,804	56,971	87.91%
2014-2015 PERFORMANCE PART AGREE	0	0	0	0	0	4,152	0.00%
ARRA JAG TRANSCRIPTION CONTRACT	1,964	1,964	0	0	0	0	0.00%
SAFE KIDS PROGRAM	16,594	16,594	25,000	8,406	33,406	11,278	33.76%
SCAAP GRANT	20,316	0	85,000	0	85,000	0	0.00%
STANTON FOUNDATION/ANIMAL SHELTER	0	0	0	201,300	201,300	50,580	25.13%
CCJC SUBGRANT Z12-8-014	0	0	0	17,480	17,480	0	0.00%
CCJC SEX OFFENDER REGISTRY GRANT	242	242	0	0	0	0	0.00%
STOP VAWA CJSI GRANT - DA	67,583	65,617	80,000	0	80,000	73,679	92.10%
VICTIM'S OF CRIME ACT	131,867	115,716	143,003	0	143,003	132,298	92.51%
SOL GENERAL VOCA	0	0	0	22,908	22,908	14,236	62.14%
NORTHSIDE WELLNESS GRANT	723	723	4,000	10,000	14,000	0	0.00%
EXPENDITURES	570,764	507,038	501,507	393,472	894,979	497,671	55.61%
Excess Funding Sources over Expenditures	(13,258)	(159,301)	0	0	0	13,287	

**COMMUNITY DEVELOPMENT (251)**

FUNDING SOURCES	486,958	375,451	1,146,989	0	1,146,989	187,778	16.37%
EXPENDITURES							
SENIOR CENTER SPLOST V	41,639	41,639	0	0	0	0	0.00%
UNASSIGNED PROJECTS	0	0	743,524	0	743,524	0	0.00%
ANNA CRAWFORD CRILDRENS CENTER	26,632	13,000	0	0	0	4,368	0.00%
BETHESDA MEDICAL CLINIC	0	0	0	0	0	24,000	0.00%
MALON D MIMMS BOYS & GIRLS CLUB	49,379	35,543	0	0	0	24,564	0.00%



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COMMUNITY DEVELOPMENT BLOCK GRANT	119,415	105,077	126,334	0	126,334	100,920	79.88%
CHEROKEE FAMILY VIOLENCE CENTER	45,397	36,658	0	0	0	14,125	0.00%
HOME FUNDS GRANT	38,907	15,924	277,131	0	277,131	147,417	53.19%
MUST MINISTRIES PROPERTY PURCHASE	150,000	150,000	0	0	0	0	0.00%
NORTH GEORGIA ANGEL HOUSE	18,705	18,705	0	0	0	0	0.00%
EXPENDITURES	490,073	416,544	1,146,989	0	1,146,989	315,394	27.50%
Excess Funding Sources over Expenditures	<b>(3,115)</b>	<b>(41,094)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(127,616)</b>	
<b>ANIMAL SERVICES FUND (252)</b>							
FUNDING SOURCES	978,404	818,887	972,339	0	972,339	819,261	84.26%
EXPENDITURES	944,459	834,336	972,339	0	972,339	903,708	92.94%
Excess Funding Sources over Expenditures	<b>33,945</b>	<b>(15,449)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(84,447)</b>	
<b>DA's CONDEMNATION FUND (254)</b>							
FUNDING SOURCES	35,010	34,736	15,000	0	15,000	13,143	87.62%
EXPENDITURES	21,666	18,021	15,000	0	15,000	14,512	96.75%
Excess Funding Sources over Expenditures	<b>13,345</b>	<b>16,715</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(1,369)</b>	
<b>DRUG ABUSE AND TREATMENT FUND (255)</b>							
FUNDING SOURCES	178,733	141,043	252,000	1,019	253,019	200,038	79.06%
EXPENDITURES	222,555	201,555	252,000	1,019	253,019	196,132	77.52%
Excess Funding Sources over Expenditures	<b>(43,822)</b>	<b>(60,512)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,907</b>	
<b>VICTIM/WITNESS FUND (256)</b>							
FUNDING SOURCES	198,794	161,779	197,301	0	197,301	164,730	83.49%
EXPENDITURES	198,602	178,736	197,301	0	197,301	176,501	89.46%
Excess Funding Sources over Expenditures	<b>192</b>	<b>(16,957)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(11,771)</b>	
<b>DUI COURT FUND (257)</b>							
FUNDING SOURCES	599,351	530,893	540,709	42,819	583,528	720,621	123.49%
EXPENDITURES	521,356	441,541	540,709	42,819	583,528	506,041	86.72%
Excess Funding Sources over Expenditures	<b>77,996</b>	<b>89,352</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>214,580</b>	
<b>DRUG ACCOUNTABILITY COURT (258)</b>							
FUNDING SOURCES	325,712	222,442	413,901	13,400	427,301	328,565	76.89%
EXPENDITURES	267,682	215,727	413,901	13,400	427,301	324,058	75.84%
Excess Funding Sources over Expenditures	<b>58,030</b>	<b>6,716</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,507</b>	

**MENTAL HEALTH COURT (259)**



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<b>FUNDING SOURCES</b>	0	0	103,819	(33,819)	70,000	0	0.00%
<b>EXPENDITURES</b>	0	0	103,819	(33,819)	70,000	0	0.00%
Excess Funding Sources over Expenditures	0	0	0	0	0	0	
<b>FIRE DISTRICT FUND (270)</b>							
<b>FUNDING SOURCES</b>	18,556,337	18,196,221	18,554,731	8,000	18,562,731	18,257,220	98.35%
<b>EXPENDITURES</b>							
FIRE ADMINISTRATION	1,029,350	886,983	1,180,462	0	1,180,462	974,533	82.56%
FIRE MARSHAL	356,326	313,059	352,240	0	352,240	232,651	66.05%
FIRE FIGHTING	14,645,802	12,589,725	15,843,107	8,000	15,851,107	13,999,658	88.32%
FIRE PREVENTION	138,173	118,098	139,255	0	139,255	122,819	88.20%
FIRE INFORMATION TECHNOLOGY	546	0	225,310	0	225,310	178,942	79.42%
FIRE TRAINING	732,878	575,414	814,357	0	814,357	656,531	80.62%
<b>EXPENDITURES</b>	16,903,075	14,483,280	18,554,731	8,000	18,562,731	16,165,134	87.08%
Excess Funding Sources over Expenditures	1,653,262	3,712,941	0	0	0	2,092,086	
<b>JAIL FUND (271)</b>							
<b>FUNDING SOURCES</b>	438,454	359,020	278,610	0	278,610	349,973	125.61%
<b>EXPENDITURES</b>	459,007	418,050	278,610	0	278,610	369,313	132.56%
Excess Funding Sources over Expenditures	(20,553)	(59,030)	0	0	0	(19,340)	
<b>SHERIFF'S COMMISSARY FUND (272)</b>							
<b>FUNDING SOURCES</b>	279,864	231,345	300,060	0	300,060	267,484	89.14%
<b>EXPENDITURES</b>	320,779	274,220	300,060	0	300,060	234,990	78.31%
Excess Funding Sources over Expenditures	(40,915)	(42,875)	0	0	0	32,494	
<b>CONFISCATED ASSETS FUND (273)</b>							
<b>FUNDING SOURCES</b>	278,159	274,034	224,000	0	224,000	386,120	172.37%
<b>EXPENDITURES</b>	267,616	198,229	224,000	0	224,000	235,961	105.34%
Excess Funding Sources over Expenditures	10,543	75,804	0	0	0	150,159	
<b>HOTEL/ MOTEL TAX FUND (275)</b>							
<b>FUNDING SOURCES</b>	154,289	126,454	118,467	0	118,467	152,480	128.71%
<b>EXPENDITURES</b>	154,289	97,183	118,467	0	118,467	138,460	116.88%
Excess Funding Sources over Expenditures	0	29,271	0	0	0	14,021	
<b>IMPACT FEE FUND (295)</b>							
<b>FUNDING SOURCES</b>	1,275,857	1,111,811	1,004,633	235,000	1,239,633	1,110,379	89.57%



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<b>EXPENDITURES</b>							
LIBRARY	0	0	100,000	0	100,000	100,000	100.00%
FIRE PROTECTION	0	0	369,287	235,000	604,287	224,364	37.13%
PARKS & RECREATION	48,793	48,453	528,752	0	528,752	283,076	53.54%
ADMINISTRATIVE	8,698	8,160	6,594	0	6,594	673	10.20%
CIE PREP	15,520	9,700	0	0	0	8,060	0.00%
<b>EXPENDITURES</b>	<b>73,011</b>	<b>66,313</b>	<b>1,004,633</b>	<b>235,000</b>	<b>1,239,633</b>	<b>616,173</b>	<b>49.71%</b>
Excess Funding Sources over Expenditures	<b>1,202,846</b>	<b>1,045,498</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>494,205</b>	
<b>RECREATION CAPITAL CONSTRUCTION (310)</b>							
<b>FUNDING SOURCES</b>	<b>762,114</b>	<b>736,701</b>	<b>10,896,913</b>	<b>(1,292,113)</b>	<b>9,604,800</b>	<b>22,809,261</b>	<b>237.48%</b>
<b>EXPENDITURES</b>							
PARKS & RECREATION BOND	1,550	1,550	0	0	0	1,800	0.00%
UNASSIGNED PROJECTS	0	0	10,592,396	(1,292,113)	9,300,283	0	0.00%
PARKS ENGINEERING/OPERATIONS	280,370	248,052	304,517	0	304,517	242,936	79.78%
PARK EQUIPMENT	19,568	33,152	0	0	0	32,396	0.00%
NON-ASSET EQUIPMENT	13,584	0	0	0	0	0	0.00%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	20,300	20,300	0	0	0	3,523	0.00%
SOCCER COMPLEX	7,622	7,622	0	0	0	0	0.00%
CANTON PARK ALONG THE ETOWAH	3,441,631	2,140,481	0	0	0	1,471,606	0.00%
HIGHWAY 20 - EAST PARK	78,932	77,773	0	0	0	230	0.00%
DUNN PROPERTY - SW PARK	0	0	0	0	0	220	0.00%
BLANKET CREEK	704,411	663,383	0	0	0	6,424	0.00%
AQUATIC CENTER	8,767,766	8,453,983	0	0	0	109,571	0.00%
GREENSPACE	1,950	1,738	0	0	0	0	0.00%
HOLLY SPRINGS PARK	91,961	91,961	0	0	0	129,122	0.00%
WOODSTOCK GREENPRINTGS	642,712	504,251	0	0	0	408,743	0.00%
WALESKA PARK	748,368	189,329	0	0	0	976,584	0.00%
WALESKA- CITY	0	0	0	0	0	191,328	0.00%
BALL GROUND PARK	279,637	99,003	0	0	0	574,059	0.00%
BUFFINGTON PARK RENOVATION	4	4	0	0	0	0	0.00%
HOBGOOD PARK RENOVATIONS	566,342	34,205	0	0	0	(87,900)	0.00%
LIGHTING SYSTEM UPGRADES	2,826	2,826	0	0	0	175,016	0.00%
RIVERSIDE MAINTENANCE FACILITY	7,266	7,266	0	0	0	116	0.00%
RECREATION CENTER	16,560	7,981	0	0	0	229,541	0.00%
KENNY ASKEW PARK	0	0	0	0	0	3,200	0.00%
BARNETT PARK	96,762	64,749	0	0	0	587,435	0.00%



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WEATHERBY PARK	5,197	5,197	0	0	0	29,785	0.00%
DWIGHT TERRY PARK	70,577	48,354	0	0	0	431,314	0.00%
CITY OF NELSON	162,270	24,962	0	0	0	67,951	0.00%
CHEROKEE MILLS LAKE ALLATOONA	4	4	0	0	0	0	0.00%
GARLAND MOUNTAIN	5,976	0	0	0	0	0	0.00%
JJ BIELLO PARK WEST	0	0	0	0	0	114	0.00%
EXPENDITURES	16,034,147	12,728,127	10,896,913	(1,292,113)	9,604,800	5,585,114	58.15%
Excess Funding Sources over Expenditures	(15,272,033)	(11,991,426)	0	0	0	17,224,147	
<b>SPLOST IV (321)</b>							
EXPENDITURES							
Excess Funding Sources over Expenditures	0	0	0	0	0	0	
<b>SPLOST V (322)</b>							
FUNDING SOURCES	118,843	(262,931)	3,614,248	0	3,614,248	322,315	8.92%
EXPENDITURES							
LIBRARY SPLOST V	674	(94,216)	500,000	0	500,000	141,060	28.21%
PARKS & RECREATION SPLOST V	2,395	2,395	1,014,503	0	1,014,503	0	0.00%
ADMINISTRATION/ENGINEERING	0	842	0	0	0	0	0.00%
ROADS & BRIDGES	0	0	650,000	0	650,000	248,204	38.19%
COMMERCE BOULEVARD	286,847	(19,574)	0	0	0	0	0.00%
ADMINISTRATION BUILDING	19,403	19,403	0	0	0	0	0.00%
FIRE - SPLOST V	2,963,173	2,647,134	1,397,479	0	1,397,479	112,137	8.02%
COMMUNICATIONS - E911	228,660	228,660	25,435	0	25,435	16,383	64.41%
LAW ENFORCEMENT	3,997,367	3,997,367	0	0	0	72,316	0.00%
SENIOR CENTER SPLOST V	82,807	82,807	0	0	0	0	0.00%
AIRPORT SPLOST V	0	0	26,831	0	26,831	0	0.00%
HOBGOOD PARK RENOVATIONS	125,669	121,983	0	0	0	1,009,420	0.00%
CHEROKEE MILLS LAKE ALLATOONA	4,877	4,877	0	0	0	0	0.00%
EXPENDITURES	7,711,872	6,991,678	3,614,248	0	3,614,248	1,599,519	44.26%
Excess Funding Sources over Expenditures	(7,593,029)	(7,254,609)	0	0	0	(1,277,204)	
<b>SPLOST 2012 (323)</b>							
FUNDING SOURCES	38,126,180	33,942,308	29,372,829	1,012,489	30,385,318	31,164,526	102.56%
EXPENDITURES							
ADMIN/ACCOUNTING	0	63,776	71,841	0	71,841	63,361	88.20%
ADMIN/ENGINEERING	0	182,233	528,159	0	528,159	175,548	33.24%



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ADMIN/ROADS & BRIDGES	61,805	530,070	4,052,612	0	4,052,612	576,435	14.22%
CITY OF BALL GROUND	336,338	307,378	330,866	0	330,866	322,209	97.38%
CITY OF CANTON	2,819,767	2,576,971	2,773,889	0	2,773,889	2,701,307	97.38%
CITY OF HOLLY SPRINGS	1,094,273	1,000,051	1,076,469	0	1,076,469	1,048,302	97.38%
CITY OF MOUNTAIN PARK	1,043	953	1,026	0	1,026	999	97.38%
CITY OF NELSON	117,327	107,225	115,418	0	115,418	112,398	97.38%
CITY OF WALESKA	286,800	262,105	282,134	0	282,134	274,752	97.38%
CITY OF WOODSTOCK	2,871,391	2,624,150	2,824,673	0	2,824,673	2,750,763	97.38%
BELLS FERRY OVER LITTLE RIVER BRIDG	455	0	0	0	0	0	0.00%
MISC BRIDGE DESIGN	0	0	250,000	0	250,000	0	0.00%
KELLOGG CREEK RD WOODSTOCK	0	0	919,000	0	919,000	0	0.00%
EAST CHEROKEE @ SR 140 INTERSECTION	15,876	0	0	0	0	98,444	0.00%
E CHEROKEE DR @ OLD HWY 5	0	0	1,347,000	0	1,347,000	12,199	0.91%
EAST CHEROKEE @ SO HOLLY SPRINGS	0	0	173,600	0	173,600	0	0.00%
TRICKUM ROAD @JAMERSON ROAD	0	0	69,500	0	69,500	0	0.00%
BELLS FERRY @ E BELLS FERRY	154	0	0	0	0	0	0.00%
WOODSTOCK RD @ VICTORY DRIVE	0	0	0	0	0	16,950	0.00%
EARNEY ROAD	318	0	0	0	0	34,315	0.00%
HAMES RD @ JETT ROAD	27	0	0	0	0	37,776	0.00%
STEELS BRIDGE ROAD	21	0	0	0	0	109,722	0.00%
ROBIN ROAD	23	0	0	0	0	0	0.00%
COMPREHENSIVE TRANSPORTATION	1,637	0	416,667	0	416,667	0	0.00%
COMMERCE BOULEVARD	7,643,571	5,534,011	0	0	0	134,284	0.00%
TOWN LAKE PKWY RECONSTRUCTION	414,821	27,818	1,671,933	0	1,671,933	1,413,159	84.52%
TRIPP ROAD OVER MILL CREEK	1,116	1,052	200,000	0	200,000	358,051	179.03%
BELLS FERRY RD LCI IMPROVEMENTS	35,139	15,734	0	0	0	46,980	0.00%
ARNOLD MILL ROAD EXTENSION	0	0	0	0	0	700,000	0.00%
LITTLE ROAD	75	0	0	0	0	0	0.00%
KEETER ROAD	221	0	0	0	0	0	0.00%
MISCELLANEOUS STRIPING	220,608	103,155	0	0	0	317,567	0.00%
MISCELLANEOUS GUARDRAIL	45,133	42,559	0	0	0	13,950	0.00%
R&B RESURFACING	428,739	387,075	950,000	0	950,000	110,402	11.62%
PATCHING/SPOT OVERLAYS/WID/PREP	587,974	494,872	1,103,269	0	1,103,269	375,823	34.06%
MISC RIGHT-OF-WAY	155,448	104,350	500,000	0	500,000	64,132	12.83%
MISCELLANEOUS TESTING	13,968	11,451	0	0	0	13,823	0.00%
STORMWATER IMPROVEMENTS	309,094	246,781	200,000	0	200,000	259,770	129.88%
MISCELLANEOUS SIDEWALK CONSTRUCTION	47,704	21,130	0	0	0	26,700	0.00%



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R&B UNPAVED ROADS	594,324	471,471	950,000	0	950,000	241,918	25.47%
ROADWAY DESIGN COUNTY WIDE	113,472	79,830	0	0	0	62,869	0.00%
UTILITY RELOCATION	3,033	2,860	0	0	0	3,300	0.00%
R&B INTERSECTION IMPROVEMENT	223	0	100,000	0	100,000	31,711	31.71%
R&B STORM DRAINAGE IMPROVEMENTS	0	2,750	0	0	0	1,208	0.00%
MISC TRAF SIG UPGRADES AND REPAIRS	8,100	7,638	0	0	0	0	0.00%
R&B PATCHING AND LEVELING	1,217,981	820,554	526,500	0	526,500	812,041	154.23%
LARP R&B RESURFACING	1,243,708	893,750	1,500,000	0	1,500,000	1,603,962	106.93%
LAW ENFORCEMENT TRAINING CENTER	1,747,528	1,303,302	0	0	0	132,081	0.00%
FIRE/EMS TRAINING CENTER	876,043	0	194,033	0	194,033	12,006	6.19%
ALS VEHICLES AND EQUIPMENT	585,676	585,676	294,324	0	294,324	0	0.00%
ANIMAL SHELTER	0	0	1,250,000	0	1,250,000	160	0.01%
ANIMAL CONTROL VEHICLES	63,832	63,832	64,000	0	64,000	60,961	95.25%
MARSHAL VEHICLES	19,600	19,600	80,000	0	80,000	79,012	98.77%
BUSINESS DEVELOPMENT	362,675	71,847	500,000	1,000,000	1,500,000	1,153,975	76.93%
TYSON PROPERTY DEBT	139,248	127,644	139,249	0	139,249	127,644	91.67%
ENGINES & OTHER EQUIP	0	0	3,200,000	0	3,200,000	1,048,572	32.77%
FIRE STATIONS	0	0	0	0	0	24,364	0.00%
LAW ENFORCEMENT	416,660	416,660	416,667	0	416,667	411,879	98.85%
MOTOROLA	225,130	225,130	0	0	0	0	0.00%
TIBURON	350,000	350,000	300,000	0	300,000	0	0.00%
SANS FOR TIBURON	166,134	166,134	0	0	0	0	0.00%
COURTHOUSE EXPANSION	4,330	4,330	0	12,489	12,489	8,888	71.17%
<b>EXPENDITURES</b>	<b>25,648,565</b>	<b>20,257,908</b>	<b>29,372,829</b>	<b>1,012,489</b>	<b>30,385,318</b>	<b>17,986,670</b>	<b>59.20%</b>
Excess Funding Sources over Expenditures	<b>12,477,615</b>	<b>13,684,400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,177,856</b>	
<b>RESOURCE RECOVERY DEVELOPMT (375)</b>							
FUNDING SOURCES	1,318,583	558,018	1,303,856	0	1,303,856	1,195,201	91.67%
EXPENDITURES	1,310,611	1,172,763	1,303,856	0	1,303,856	1,281,489	98.28%
Excess Funding Sources over Expenditures	<b>7,972</b>	<b>(614,745)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(86,287)</b>	
<b>DEBT SERVICE (410)</b>							
FUNDING SOURCES	5,745,437	5,546,315	5,104,816	0	5,104,816	5,571,241	109.14%
EXPENDITURES	12,945,967	12,945,967	5,104,816	0	5,104,816	5,299,600	103.82%
Excess Funding Sources over Expenditures	<b>(7,200,530)</b>	<b>(7,399,652)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>271,641</b>	
<b>CONFERENCE CENTER (555)</b>							
FUNDING SOURCES	558,340	394,802	363,117	25,000	388,117	374,759	96.56%



**Cherokee County Board of Commissioners**  
**Funding Sources Compared to Expenditures - All Funds**  
**As of 8/31/2014**

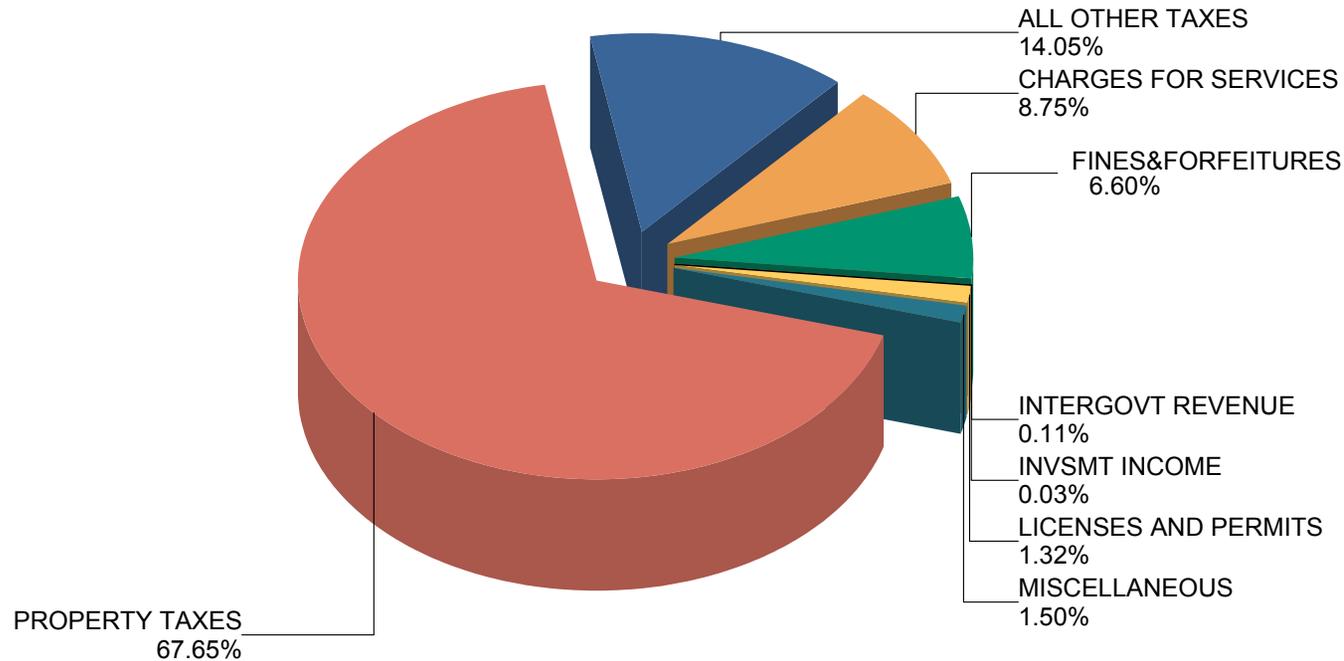
	2013 Year End Actual	Actual as of 8/31/2013	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of Budget
<b>EXPENDITURES</b>	373,815	324,378	363,117	25,000	388,117	336,062	86.59%
Excess Funding Sources over Expenditures	184,525	70,423	0	0	0	38,697	
<b>EMERGENCY MEDICAL SERVICES (580)</b>							
FUNDING SOURCES	7,744,495	7,371,084	7,130,093	21,492	7,151,585	7,058,287	98.70%
EXPENDITURES	7,190,391	5,902,481	7,130,093	21,492	7,151,585	6,863,787	95.98%
Excess Funding Sources over Expenditures	554,105	1,468,603	0	0	0	194,500	
<b>INSURANCE AND BENEFITS FUND (605)</b>							
FUNDING SOURCES	10,161,580	8,835,884	10,059,541	0	10,059,541	9,165,156	91.11%
EXPENDITURES	10,049,848	8,969,446	10,059,541	0	10,059,541	10,237,480	101.77%
Excess Funding Sources over Expenditures	111,731	(133,562)	0	0	0	(1,072,325)	
<b>FLEET MAINTENANCE FUND (610)</b>							
FUNDING SOURCES	1,391,297	1,268,910	1,396,107	0	1,396,107	1,225,782	87.80%
EXPENDITURES	1,442,956	1,253,437	1,396,107	0	1,396,107	1,210,469	86.70%
Excess Funding Sources over Expenditures	(51,659)	15,473	0	0	0	15,314	
<b>TOTAL FUNDING SOURCES</b>	171,309,011	148,612,277	173,656,281	593,071	174,249,352	170,929,904	98.10%
<b>TOTAL EXPENDITURES</b>	176,855,288	151,618,867	173,656,281	593,071	174,249,352	139,511,814	80.06%
<b>TOTAL EXCESS FUNDING SOURCES OVER EXPENDITURES</b>	(5,546,276)	(3,006,590)	0	0	0	31,418,090	



**Cherokee County Board of Commissioners**  
**Budget Comparison Report - General Fund - By Department**  
**88.46% of year lapsed**

	2013 Year End Actual	Actual as of 8/31/2013	% of YE2013 Actual	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of 2014 Budget
<b>ALL EXTERNALLY GENERATED RECURRING REVENUES</b>								
PROPERTY TAXES	39,960,102	39,256,066	98.24%	39,336,805	0	39,336,805	38,852,867	98.77%
ALL OTHER TAXES	7,124,091	5,359,247	75.23%	8,061,566	0	8,061,566	8,067,863	100.08%
LICENSES AND PERMITS	817,634	704,222	86.13%	654,800	0	654,800	755,560	115.39%
INTERGOVERNMENTAL RE	42,447	42,447	100.00%	42,000	0	42,000	61,770	147.07%
CHARGES FOR SERVICES	6,145,957	5,546,293	90.24%	5,827,000	0	5,827,000	5,025,277	86.24%
FINES AND FORFEITURE	5,282,260	4,381,672	82.95%	4,782,800	0	4,782,800	3,793,482	79.32%
INVESTMENT INCOME	12,667	12,025	94.94%	10,000	0	10,000	15,459	154.59%
MISCELLANEOUS	801,569	709,499	88.51%	669,707	44,772	714,479	863,163	120.81%
<b>TOTAL EXT GEN REC REVENUES</b>	<b>60,186,727</b>	<b>56,011,471</b>	<b>93.06%</b>	<b>59,384,678</b>	<b>44,772</b>	<b>59,429,450</b>	<b>57,435,440</b>	<b>96.64%</b>

**General Fund Revenues By Source**

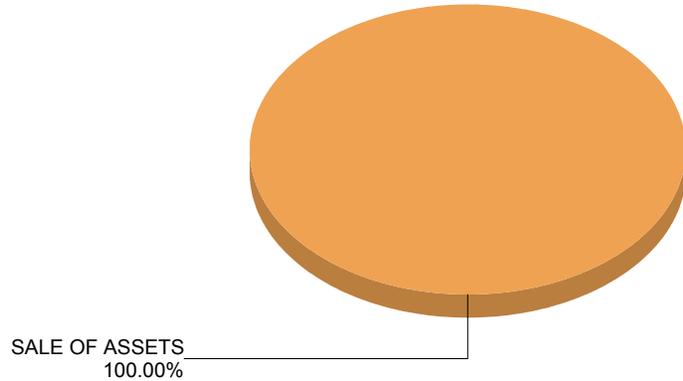




**Cherokee County Board of Commissioners  
Budget Comparison Report - General Fund - By Department  
88.46% of year lapsed**

	<b>2013 Year End Actual</b>	<b>Actual as of 8/31/2013</b>	<b>% of YE2013 Actual</b>	<b>2014 Original Budget</b>	<b>Budget Adjustments</b>	<b>2014 Revised Budget</b>	<b>Actual as of 8/31/2014</b>	<b>% of 2014 Budget</b>
<b>OTHER FINANCE SOURCES</b>								
TRANSFERS IN	2,137,966	2,137,966	100.00%	0	0	0	0	0.00%
SALE OF ASSETS	22,717	22,717	100.00%	1,600,000	0	1,600,000	24,400	1.53%
<b>TOTAL OTHER FINANCE SOURCES</b>	<b>2,160,683</b>	<b>2,160,683</b>	<b>100.00%</b>	<b>1,600,000</b>	<b>0</b>	<b>1,600,000</b>	<b>24,400</b>	<b>1.53%</b>

**General Fund Other Financing Sources**



<b>TOTAL INFLOWS</b>	<b>62,347,410</b>	<b>58,172,154</b>	<b>93.30%</b>	<b>60,984,678</b>	<b>44,772</b>	<b>61,029,450</b>	<b>57,459,840</b>	<b>94.15%</b>
<b>USE OF RESERVES</b>								
USE OF RESERVES	0	0	0.00%	0	69,883	69,883	0	0.00%
<b>TOTAL USE OF RESERVES</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>69,883</b>	<b>69,883</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL FUNDING SOURCES</b>	<b>62,347,410</b>	<b>58,172,154</b>	<b>93.30%</b>	<b>60,984,678</b>	<b>114,655</b>	<b>61,099,333</b>	<b>57,459,840</b>	<b>94.04%</b>



**Cherokee County Board of Commissioners**  
**Budget Comparison Report - General Fund - By Department**  
**88.46% of year lapsed**

	2013 Year End Actual	Actual as of 8/31/2013	% of YE2013 Actual	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of 2014 Budget
<b>EXPENDITURES</b>								
<b>GENERAL SERVICES</b>								
BOARD OF COMMISSIONERS	730,791	596,964	81.69%	241,331	0	241,331	205,103	84.99%
COUNTY CLERK	76,731	67,330	87.75%	88,666	8,445	97,111	79,614	81.98%
COUNTY MANAGER	269,161	233,827	86.87%	336,748	(10,505)	326,243	274,757	84.22%
ELECTIONS	580,413	525,505	90.54%	686,119	0	686,119	578,988	84.39%
COUNTY ATTORNEY	502,906	429,225	85.35%	364,716	(13,710)	351,006	147,361	41.98%
HUMAN RESOURCES	266,249	234,362	88.02%	294,022	0	294,022	259,444	88.24%
TAX COMMISSIONER	1,383,184	1,209,560	87.45%	1,550,160	94,957	1,645,117	1,377,563	83.74%
TAX ASSESSOR	1,603,053	1,419,845	88.57%	1,740,574	0	1,740,574	1,502,990	86.35%
GENERAL ADMINISTRATION	46,998	38,072	81.01%	42,616	0	42,616	32,269	75.72%
PRINTING AND COPY CENTER	70,792	70,322	99.34%	7,000	0	7,000	0	0.00%
CORONER	130,925	114,258	87.27%	120,307	0	120,307	141,988	118.02%
HEALTH AND HUMAN SERVICES	272,314	243,488	89.41%	305,333	0	305,333	236,673	77.51%
COUNTY EXTENSION SERVICES	87,386	79,703	91.21%	75,000	0	75,000	70,465	93.95%
<b>GENERAL SERVICES</b>	<b>6,020,903</b>	<b>5,262,463</b>	<b>87.40%</b>	<b>5,852,592</b>	<b>79,187</b>	<b>5,931,779</b>	<b>4,907,216</b>	<b>82.73%</b>
<b>CULTURAL AFFAIRS</b>								
CHILDREN & YOUTH SERVICES	42,735	42,143	98.61%	41,262	0	41,262	40,182	97.38%
LIBRARY ADMINISTRATION	1,822,060	1,670,222	91.67%	1,866,957	0	1,866,957	1,711,377	91.67%
CHEROKEE ARTS CENTER	40,000	36,667	91.67%	40,000	0	40,000	36,667	91.67%
HISTORICAL SOCIETY	27,245	24,918	91.46%	32,760	0	32,760	28,410	86.72%
VETERANS ADMINISTRATION	4,127	3,746	90.77%	5,673	0	5,673	0	0.00%
<b>CULTURAL AFFAIRS</b>	<b>1,936,168</b>	<b>1,777,695</b>	<b>91.82%</b>	<b>1,986,652</b>	<b>0</b>	<b>1,986,652</b>	<b>1,816,636</b>	<b>91.44%</b>
<b>SUPPORT SERVICES</b>								
FINANCE	530,406	473,300	89.23%	576,039	0	576,039	512,401	88.95%
PURCHASING	179,568	156,293	87.04%	207,518	0	207,518	179,414	86.46%
INFORMATION TECHNOLOGY SYSTEMS	1,464,909	1,232,143	84.11%	1,606,125	0	1,606,125	1,347,072	83.87%
<b>SUPPORT SERVICES</b>	<b>2,174,884</b>	<b>1,861,736</b>	<b>85.60%</b>	<b>2,389,682</b>	<b>0</b>	<b>2,389,682</b>	<b>2,038,887</b>	<b>85.32%</b>
<b>JUDICIAL SERVICES</b>								
COURT ADMINISTRATION	679,389	593,962	87.43%	847,175	61,863	909,038	709,917	78.10%
SUPERIOR COURT	732,705	636,819	86.91%	735,460	0	735,460	613,453	83.41%
SUPERIOR COURT PRE-TRIAL SERV	102,047	97,757	95.80%	0	0	0	1,290	0.00%
INDIGENT DEFENSE	1,802,347	1,476,015	81.89%	1,683,256	(61,863)	1,621,393	1,474,596	90.95%
CLERK OF SUPERIOR COURT	2,739,755	2,506,570	91.49%	2,968,220	0	2,968,220	2,641,212	88.98%
BOARD OF EQUALIZATION	14,744	9,226	62.57%	25,632	0	25,632	10,057	39.24%
CLERK OF COURT - TECH	133,387	85,906	64.40%	100,000	0	100,000	36,030	36.03%



**Cherokee County Board of Commissioners**  
**Budget Comparison Report - General Fund - By Department**  
**88.46% of year lapsed**

	2013 Year End Actual	Actual as of 8/31/2013	% of YE2013 Actual	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of 2014 Budget
DISTRICT ATTORNEY	1,453,881	1,266,518	87.11%	1,649,598	0	1,649,598	1,368,753	82.97%
STATE COURT	670,890	586,155	87.37%	699,236	0	699,236	583,210	83.41%
STATE COURT SOLICITOR	1,298,423	1,136,056	87.50%	1,417,759	0	1,417,759	1,218,921	85.98%
MAGISTRATE COURT	274,082	243,350	88.79%	312,182	0	312,182	252,679	80.94%
PROBATE COURT	603,436	532,347	88.22%	645,326	0	645,326	549,886	85.21%
JUVENILE COURT	903,475	790,109	87.45%	864,317	0	864,317	786,986	91.05%
JUVENILE CT - SUPERVISION FEE	0	0	0.00%	0	0	0	35,800	0.00%
<b>JUDICIAL SERVICES</b>	<b>11,408,561</b>	<b>9,960,791</b>	<b>87.31%</b>	<b>11,948,161</b>	<b>0</b>	<b>11,948,161</b>	<b>10,282,790</b>	<b>86.06%</b>
<b>LAW ENFORCEMENT</b>								
VICE CONTROL	684,740	603,018	88.07%	785,003	0	785,003	622,599	79.31%
LAW ENFORCEMENT ADMINISTRATION	2,590,319	2,206,275	85.17%	2,833,139	4,000	2,837,139	2,359,651	83.17%
CRIME AND INVESTIGATION	1,818,036	1,611,471	88.64%	2,096,461	0	2,096,461	1,728,314	82.44%
MAJOR CRIMES UNIT	538,885	478,238	88.75%	604,737	0	604,737	499,101	82.53%
UNIFORM PATROL	7,067,887	6,249,445	88.42%	7,721,473	0	7,721,473	6,678,567	86.49%
SHERIFF TRAINING DIVISION	744,801	610,296	81.94%	789,725	0	789,725	628,722	79.61%
SPECIAL DETAIL SERVICES	121,619	56,838	46.73%	150,148	0	150,148	81,598	54.35%
COURT SERVICES	2,665,104	2,349,244	88.15%	2,901,267	0	2,901,267	2,483,777	85.61%
SHERIFF INTERNAL AFFAIRS	167,655	148,112	88.34%	171,439	0	171,439	168,225	98.13%
SHERIFF CROSSING GUARDS	191,137	166,620	87.17%	171,944	0	171,944	160,120	93.12%
ADULT CORRECTIONAL INSTITUTE	9,359,822	8,283,869	88.50%	10,645,581	(4,000)	10,641,581	9,237,610	86.81%
EMERGENCY MANAGEMENT	183,625	163,386	88.98%	212,836	0	212,836	176,704	83.02%
<b>LAW ENFORCEMENT</b>	<b>26,133,629</b>	<b>22,926,811</b>	<b>87.73%</b>	<b>29,083,753</b>	<b>0</b>	<b>29,083,753</b>	<b>24,824,987</b>	<b>85.36%</b>
<b>COUNTY MARSHAL</b>								
<b>COMMUNITY DEVELOPMENT</b>								
<b>PUBLIC WORKS</b>								
PROPERTY MANAGEMENT	978,459	863,884	88.29%	1,053,272	0	1,053,272	804,814	76.41%
LANDFILL CLOSURE/POSTCLOSURE	165,730	159,356	96.15%	159,000	0	159,000	148,961	93.69%
<b>PUBLIC WORKS</b>	<b>1,144,189</b>	<b>1,023,241</b>	<b>89.43%</b>	<b>1,212,272</b>	<b>0</b>	<b>1,212,272</b>	<b>953,775</b>	<b>78.68%</b>
<b>COMMUNITY SERVICES</b>								
RECYCLABLES COLLECTION	152,877	135,756	88.80%	159,990	0	159,990	127,710	79.82%
<b>COMMUNITY SERVICES</b>	<b>152,877</b>	<b>135,756</b>	<b>88.80%</b>	<b>159,990</b>	<b>0</b>	<b>159,990</b>	<b>127,710</b>	<b>79.82%</b>
<b>INTERFUND TRANSFERS</b>								
TRANSFERS TO LAW LIBRARY	94	0	0.00%	0	0	0	0	0.00%
TRANSFER TO SENIOR SERVICES	499,883	459,642	91.95%	412,889	0	412,889	378,482	91.67%
TRANSFER TO RECREATION FUND	729,802	668,985	91.67%	850,320	0	850,320	779,460	91.67%



**Cherokee County Board of Commissioners**  
**Budget Comparison Report - General Fund - By Department**  
**88.46% of year lapsed**

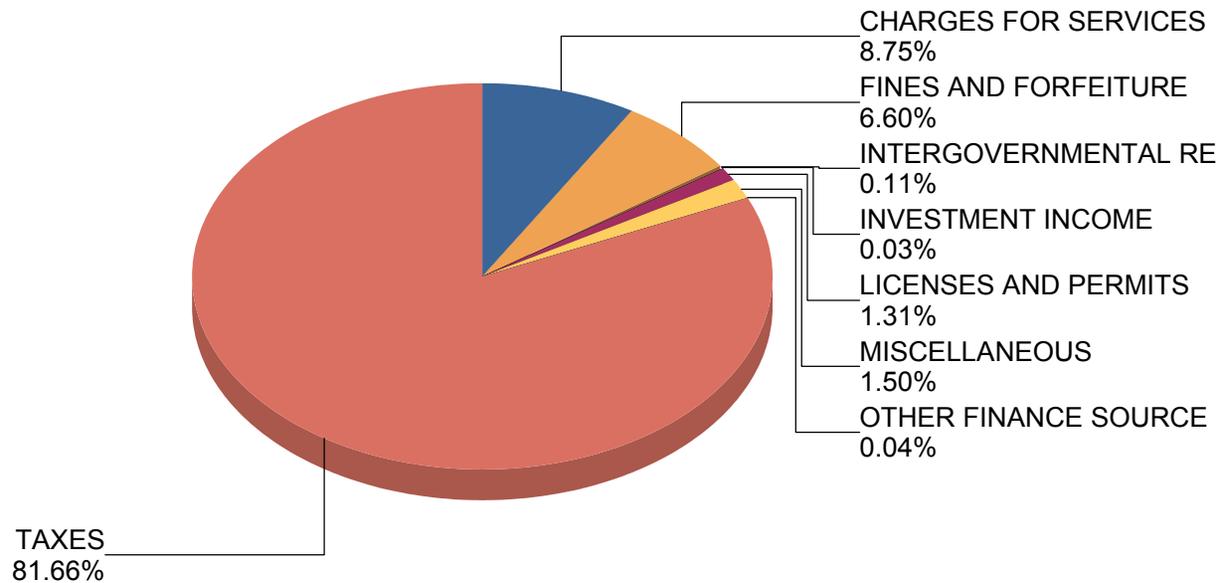
	2013 Year End Actual	Actual as of 8/31/2013	% of YE2013 Actual	2014 Original Budget	Budget Adjustments	2014 Revised Budget	Actual as of 8/31/2014	% of 2014 Budget
TRANSFER TO UNINCORP CO SVC FD	0	0	0.00%	1,576,082	(88,041)	1,488,041	1,327,354	89.20%
TRANSFER TO TRANSPORTATION	212,798	194,472	91.39%	191,195	0	191,195	167,465	87.59%
TRANSFERS TO GRANT FUND	44,470	15,065	33.88%	55,606	4,583	60,189	24,763	41.14%
TRANSFERS TO ANIMAL SVC FUND	188,067	172,395	91.67%	232,719	0	232,719	213,326	91.67%
TRANS TO RRDA FUND	1,318,583	558,018	42.32%	1,303,856	0	1,303,856	1,195,201	91.67%
TRANSFER TO EMERGENCY MEDICAL	686,860	629,622	91.67%	809,143	0	809,143	741,714	91.67%
<b>INTERFUND TRANSFERS</b>	<b>3,680,556</b>	<b>2,698,199</b>	<b>73.31%</b>	<b>5,431,810</b>	<b>(83,458)</b>	<b>5,348,352</b>	<b>4,827,765</b>	<b>90.27%</b>
<b>CAPITAL EXPENDITURES</b>	<b>870,102</b>	<b>133,643</b>	<b>15.36%</b>	<b>73,067</b>	<b>107,496</b>	<b>180,563</b>	<b>115,657</b>	<b>64.05%</b>
<b>ECONOMIC DEVELOPMENT</b>	<b>976,390</b>	<b>870,700</b>	<b>89.18%</b>	<b>191,375</b>	<b>0</b>	<b>191,375</b>	<b>188,040</b>	<b>98.26%</b>
<b>FLEX BENEFITS</b>	<b>8,061</b>	<b>8,061</b>	<b>100.00%</b>	<b>15,000</b>	<b>0</b>	<b>15,000</b>	<b>8,802</b>	<b>58.68%</b>
<b>WORKERS COMP/UTILITIES/OTHER ADMIN</b>	<b>2,413,417</b>	<b>2,217,683</b>	<b>91.89%</b>	<b>2,640,324</b>	<b>11,430</b>	<b>2,651,754</b>	<b>2,324,490</b>	<b>87.66%</b>
<b>TOTAL EXPENDITURES</b>	<b>56,919,736</b>	<b>48,876,777</b>	<b>85.87%</b>	<b>60,984,678</b>	<b>114,655</b>	<b>61,099,333</b>	<b>52,416,756</b>	<b>85.79%</b>



**Cherokee County Board of Commissioners  
Budget Comparison Report - General Fund - By Account  
88.46% of year lapsed**

	2013 Year End Actual	Actual as of 8/31/2013	% of YE2013 Actual	2014 Original Budget	Budget Adjustments	2014 Revised Budget	2014 YTD ACT	% of 2014 Budget	
<b>ALL FUNDING SOURCES</b>									
TAXES	31	47,084,193	44,615,313	94.76%	47,398,371	0	47,398,371	46,920,730	98.99%
LICENSES AND PERMITS	32	817,634	704,222	86.13%	654,800	0	654,800	755,560	115.39%
INTERGOVERNMENTAL RE	33	42,447	42,447	100.00%	42,000	0	42,000	61,770	147.07%
CHARGES FOR SERVICES	34	6,145,957	5,546,293	90.24%	5,827,000	0	5,827,000	5,025,277	86.24%
FINES AND FORFEITURE	35	5,282,260	4,381,672	82.95%	4,782,800	0	4,782,800	3,793,482	79.32%
INVESTMENT INCOME	36	12,667	12,025	94.94%	10,000	0	10,000	15,459	154.59%
MISCELLANEOUS	38	801,569	709,499	88.51%	669,707	44,772	714,479	863,163	120.81%
USE OF RESERVES	389*	0	0	0.00%	0	69,883	69,883	0	100.00%
OTHER FINANCE SOURCE	39	2,160,683	2,160,683	100.00%	1,600,000	0	1,600,000	24,400	1.53%
<b>TOTAL ALL FUNDING SOURCES</b>		<b>62,347,410</b>	<b>58,172,154</b>	<b>93.30%</b>	<b>60,984,678</b>	<b>114,655</b>	<b>61,099,333</b>	<b>57,459,840</b>	<b>94.04%</b>

**General Fund Revenues By Source**





**Cherokee County Board of Commissioners**  
**Budget Comparison Report - General Fund - By Account**  
**88.46% of year lapsed**

		2013 Year	Actual as	%	2014	Budget	2014	2014	%
		End	of	of YE2013	Original	Adjustments	Revised	YTD	of 2014
		Actual	8/31/2013	Actual	Budget		Budget	ACT	Budget
<b>EXPENDITURES</b>									
REGULAR EMPLOYEES	511100	<b>25,541,578</b>	22,491,382	88.06%	26,495,712	(23,505)	26,472,207	23,204,641	87.66%
SALARIES/ SALARY SUPPLEMENTS	511101	<b>235,026</b>	196,120	83.45%	230,556	0	230,556	200,364	86.90%
SALARIES/ COURT SERVICE	511102	<b>80,217</b>	67,332	83.94%	30,000	0	30,000	72,468	241.56%
WORKED HOLIDAY	511103	<b>180,380</b>	160,331	88.89%	298,186	0	298,186	193,069	64.75%
SALARY CONTINGENCY	511104	<b>0</b>	0	0.00%	983,407	0	983,407	0	100.00%
UNIFORM ALLOWANCE	511110	<b>55,466</b>	50,720	91.44%	65,611	0	65,611	46,874	71.44%
POLL WORKER	511113	<b>139,233</b>	139,215	99.99%	150,000	0	150,000	149,916	99.94%
PERFECT ATTENDANCE	511115	<b>129,044</b>	129,044	100.00%	370	0	370	132,340	100.00%
PART TIME/TEMP EMPLOYEES	511200	<b>880,200</b>	763,416	86.73%	848,767	(4,835)	843,932	800,449	94.85%
OVERTIME	511300	<b>1,113,672</b>	1,017,541	91.37%	1,130,776	0	1,130,776	1,214,431	107.40%
GROUP INSURANCE - HEALTH	512101	<b>3,031,266</b>	2,661,110	87.79%	3,054,835	0	3,054,835	2,645,878	86.61%
GROUP INSURANCE - LIFE	512102	<b>66,582</b>	58,057	87.20%	66,844	0	66,844	57,914	86.64%
GROUP INSURANCE - DENTAL	512103	<b>147,063</b>	129,317	87.93%	146,264	0	146,264	127,613	87.25%
GROUP INSURANCE-LONG TERM DIS	512104	<b>133,422</b>	117,677	88.20%	131,659	0	131,659	113,945	86.55%
GROUP INSURANCE-SHORT TERM DI	512105	<b>20,552</b>	18,120	88.17%	20,345	0	20,345	17,714	87.07%
SOCIAL SECURITY (FICA) CONT	512200	<b>1,614,477</b>	1,421,767	88.06%	1,813,705	0	1,813,705	1,495,183	82.44%
MEDICARE	512300	<b>379,939</b>	334,772	88.11%	424,223	0	424,223	351,324	82.82%
RETIREMENT CONTRIBUTION/401A	512402	<b>19,031</b>	16,840	88.49%	16,045	0	16,045	16,934	105.54%
DEFINED BENEFIT PLAN	512403	<b>5,643</b>	(209)	(3.71)%	1,656,888	0	1,656,888	1,434,526	86.58%
UNEMPLOYMENT INSURANCE	512600	<b>20,397</b>	9,700	47.56%	37,719	0	37,719	9,086	24.09%
WORKER'S COMP ADMIN FEES	512700	<b>78,312</b>	78,312	100.00%	209,403	0	209,403	156,414	74.70%
WORKERS COMP CLAIMS	512701	<b>479,626</b>	467,774	97.53%	290,703	0	290,703	357,911	123.12%
ERIP	512800	<b>16,840</b>	0	0.00%	0	0	0	0	100.00%
OTHER EMPLOYEE BENEFITS	512900	<b>3,973</b>	3,932	98.98%	31,000	0	31,000	3,484	11.24%
OFFICIAL/ADMINISTRATIVE/JURY	521101	<b>150,000</b>	150,000	100.00%	150,000	20,000	170,000	170,000	100.00%
ADMINISTRATIVE/ WITNESS FEES	521102	<b>6,559</b>	5,989	91.30%	9,000	0	9,000	1,366	15.17%
PROFESSIONAL SERVICES	521200	<b>1,173,043</b>	1,084,286	92.43%	699,540	40,298	739,838	579,595	78.34%
PROF SVCS/BROKERS & REPORTERS	521201	<b>335,376</b>	295,786	88.20%	278,829	0	278,829	222,074	79.65%
PROFESSIONAL/COURT INTERPRETE	521203	<b>92,076</b>	80,040	86.93%	110,000	0	110,000	87,669	79.70%
COURT APPOINTED ATTORNEY	521204	<b>1,508,326</b>	1,223,778	81.13%	1,323,333	(2,000)	1,321,333	1,231,894	93.23%
PROF SVCS JUDICIAL ASSISTANCE	521206	<b>5,700</b>	4,800	84.21%	2,500	0	2,500	1,200	48.00%
PROF SVCS PSYCHOLOGICAL SVC	521208	<b>1,600</b>	1,600	100.00%	0	0	0	0	100.00%
PROF SVCS OTHER CONTRACT SVC	521209	<b>495,674</b>	387,456	78.17%	0	0	0	0	100.00%
INDIGENT BURIAL	521213	<b>5,000</b>	2,000	40.00%	2,000	0	2,000	8,300	415.00%
PROF SVCS - LEGAL	521214	<b>29,047</b>	0	0.00%	407,500	0	407,500	205,621	50.46%
ATTORNEY FOR THE DAY	521215	<b>188,061</b>	154,953	82.39%	158,000	0	158,000	154,108	97.54%
PROF SVC/GUARDIAN AD LITEM	521216	<b>159,222</b>	139,093	87.36%	140,000	(1,200)	138,800	127,637	91.96%



**Cherokee County Board of Commissioners**  
**Budget Comparison Report - General Fund - By Account**  
**88.46% of year lapsed**

	2013 Year End Actual	Actual as of 8/31/2013	% of YE2013 Actual	2014 Original Budget	Budget Adjustments	2014 Revised Budget	2014 YTD ACT	% of 2014 Budget	
SO IMPOUND YARD - WRECKER FEE	521221	155	530	341.94%	0	0	1,890	100.00%	
PROFESSIONAL SERVICE-MEDICAL	521260	1,842,761	1,668,484	90.54%	2,044,945	(4,000)	2,040,945	1,887,834	92.50%
TECHNICAL	521300	64,036	74,933	117.02%	83,368	0	83,368	49,271	59.10%
DISPOSAL	522110	8,144	7,470	91.72%	9,407	0	9,407	26,250	279.05%
DISPOSAL-ENVIRONMENTAL	522116	18,400	16,096	87.47%	17,095	0	17,095	0	100.00%
CONSTRUCTION DISPOSAL	522117	300	300	100.00%	0	0	300	100.00%	
CUSTODIAL	522130	289,139	261,092	90.30%	308,136	0	308,136	282,055	91.54%
LAWN CARE	522140	87,113	80,689	92.63%	90,667	0	90,667	76,552	84.43%
REPAIRS AND MAINTENANCE	522200	315,051	281,511	89.35%	410,248	(20,000)	390,248	250,535	64.20%
VEHICLE MAINTENANCE	522202	530,497	490,492	92.46%	479,628	0	479,628	408,779	85.23%
VEHICLE REPAIRS- INSURANCE CLM	522203	10,549	10,549	100.00%	0	0	0	18,755	100.00%
EQUIPMENT SERVICE AGREEMENTS	522204	114,600	106,099	92.58%	126,738	0	126,738	105,174	82.99%
RENTAL OF LAND AND BUILDINGS	522310	2,600	2,600	100.00%	1,600	0	1,600	2,800	175.00%
RENTAL OF EQUIPMENT AND VEHICL	522320	159,263	139,517	87.60%	163,293	0	163,293	137,314	84.09%
INSURANCE, OTHER BENEFITS	523100	408,836	408,836	100.00%	428,201	0	428,201	420,055	98.10%
INSURANCE - SURETY BONDS	523102	2,057	2,057	100.00%	1,132	0	1,132	0	100.00%
INSURANCE DEDUCTIBLES	523110	43,248	42,124	97.40%	0	0	0	28,277	100.00%
COMMUNICATIONS	523200	578,163	510,312	88.26%	530,572	0	530,572	529,658	99.83%
CELL PHONE	523201	171,342	147,428	86.04%	212,356	0	212,356	141,831	66.79%
POSTAGE	523250	364,769	293,147	80.37%	311,069	4,000	315,069	313,239	99.42%
ADVERTISING	523300	34,777	20,959	60.27%	37,451	(1,000)	36,451	20,487	56.20%
PRINTING AND BINDING	523400	31,751	24,943	78.56%	49,266	(1,000)	48,266	34,483	71.44%
TRAVEL	523500	141,826	124,502	87.79%	212,643	0	212,643	136,101	64.00%
DUES AND FEES	523600	74,579	70,602	94.67%	92,343	0	92,343	90,473	97.97%
EDUCATION AND TRAINING	523700	191,576	167,306	87.33%	248,624	(1,705)	246,919	141,818	57.43%
LICENSES	523800	0	0	0.00%	150	0	150	37	100.00%
OTHER PURCHASED SERVICES	523900	35,857	33,886	94.50%	50,650	0	50,650	42,665	84.24%
AUTOMOTIVE SERVICES O/S FLEET	523910	65,256	42,983	65.87%	85,000	0	85,000	47,057	55.36%
GENERAL SUPPLIES AND MATERIALS	531100	637,687	576,335	90.38%	785,287	2,450	787,737	573,097	72.75%
GEN SUPPLIES/ WEAPONS & AMMUN	531101	214,715	107,024	49.84%	204,529	0	204,529	164,582	80.47%
GENERAL SUPPLIES- CUSTODIAL	531105	44,014	37,400	84.97%	54,692	0	54,692	39,853	72.87%
AUTOMOTIVE SUPPLIES	531150	17,448	17,448	100.00%	18,900	0	18,900	20,207	106.91%
WATER/SEWER	531210	213,339	185,635	87.01%	245,900	0	245,900	172,473	70.14%
NATURAL GAS	531220	23,001	20,285	88.19%	39,842	0	39,842	31,396	78.80%
ELECTRICITY	531230	906,755	777,570	85.75%	1,108,732	11,430	1,120,162	874,540	78.07%
GASOLINE	531270	992,833	823,002	82.89%	923,462	0	923,462	812,098	87.94%
FOOD	531300	597,052	489,682	82.02%	617,195	750	617,945	523,075	84.65%
BOOKS AND PERIODICALS	531400	22,479	17,731	78.88%	26,538	0	26,538	19,674	74.13%
SMALL EQUIPMENT	531600	55,382	45,971	83.01%	103,413	6,916	110,329	48,131	43.62%



**Cherokee County Board of Commissioners**  
**Budget Comparison Report - General Fund - By Account**  
**88.46% of year lapsed**

		2013 Year End Actual	Actual as of 8/31/2013	% of YE2013 Actual	2014 Original Budget	Budget Adjustments	2014 Revised Budget	2014 YTD ACT	% of 2014 Budget
OTHER MISCELLANEOUS EQUIPMEN'	531650	266	266	100.00%	0	0	0	249	100.00%
NON ASSET COMPUTER EQUIPMENT	531660	887,203	779,621	87.87%	938,694	16,275	954,969	728,094	76.24%
OTHER SUPPLIES	531700	365,847	294,006	80.36%	436,955	0	436,955	336,118	76.92%
BUILDINGS	541300	0	0	0.00%	0	43,390	43,390	23,898	55.08%
VEHICLES	542200	619,074	62,943	10.17%	0	33,342	33,342	33,535	100.58%
COMPUTERS	542400	69,562	24,461	35.16%	73,067	15,770	88,837	44,552	50.15%
OTHER EQUIPMENT	542500	181,466	46,239	25.48%	0	0	0	496	100.00%
PROTECTIVE EQUIPMENT	542510	0	0	0.00%	0	14,994	14,994	13,176	87.87%
INTERGOVERNMENTAL	571000	87,386	79,703	91.21%	75,000	0	75,000	70,556	94.07%
PAYMENTS TO OTHER AGENCIES	572000	2,539,029	2,335,683	91.99%	2,333,485	0	2,333,485	2,094,051	89.74%
PAYMENTS TO OTHERS	573000	4,560	4,460	97.81%	7,500	47,743	55,243	28,137	50.93%
BOND PRINCIPAL	581100	185,464	169,628	91.46%	0	0	0	0	100.00%
AIRPORT LEASE PRINCIPAL	581101	138,319	127,018	91.83%	145,828	0	145,828	145,827	100.00%
BOND INTEREST	582100	262,968	241,435	91.81%	0	0	0	0	100.00%
AIRPORT LEASE INTEREST	582102	13,055	11,742	89.94%	5,547	0	5,547	5,547	99.99%
OTHER DEBT PAYMENTS	582300	52,012	11,790	22.67%	0	0	0	0	100.00%
TRANSFERS TO LAW LIBRARY	611205	94	0	0.00%	0	0	0	0	100.00%
TRANSFER TO SENIOR SERVICES	611221	499,883	459,642	91.95%	412,889	0	412,889	378,482	91.67%
TRANSFER TO RECREATION FUND	611225	729,802	668,985	91.67%	850,320	0	850,320	779,460	91.67%
TRANSFER TO UNINCORP CO SVC FI	611230	0	0	0.00%	1,576,082	(88,041)	1,488,041	1,327,354	89.20%
TRANSFER TO TRANSPORTATION	611240	212,798	194,472	91.39%	191,195	0	191,195	167,465	87.59%
TRANSFERS TO GRANT FUND	611250	44,470	15,065	33.88%	55,606	4,583	60,189	24,763	41.14%
TRANSFERS TO ANIMAL SVC FUND	611252	188,067	172,395	91.67%	232,719	0	232,719	213,326	91.67%
TRANS TO RRDA FUND	611375	1,318,583	558,018	42.32%	1,303,856	0	1,303,856	1,195,201	91.67%
TRANSFER TO EMERGENCY MEDICA	611580	686,860	629,622	91.67%	809,143	0	809,143	741,714	91.67%
<b>TOTAL EXPENDITURES</b>		<b>56,919,736</b>	<b>48,876,777</b>	<b>85.87%</b>	<b>60,984,678</b>	<b>114,655</b>	<b>61,099,333</b>	<b>52,416,756</b>	<b>85.79%</b>



# Cherokee County Board of Commissioners

## Cash Reports

August YTD 2014

(Oct 2013 - August 2014)

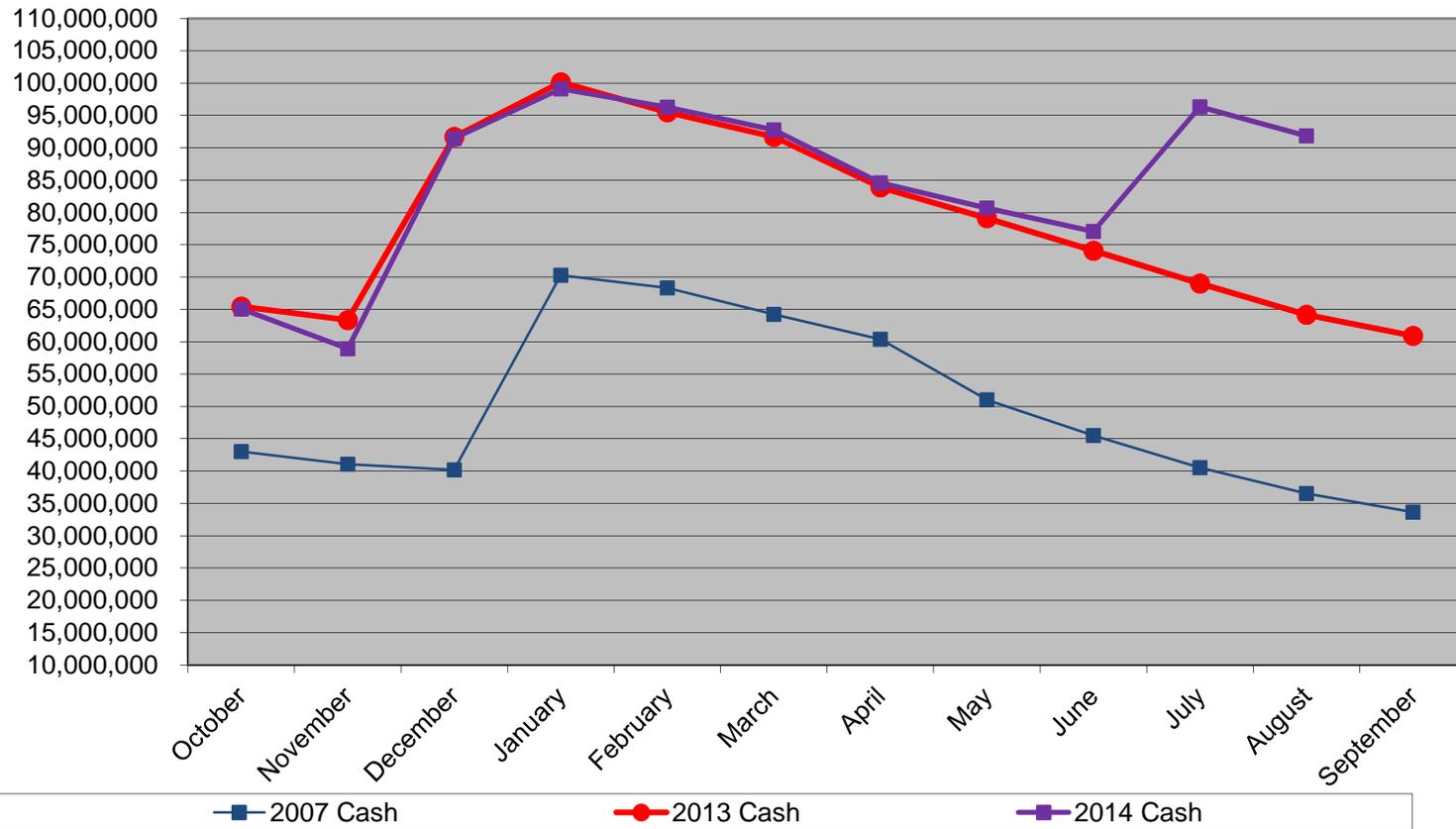


## Cherokee County Board of Commissioners Cash Balance Statement

	<u>8/31/2013</u>	<u>8/31/2014</u>	<u>Increase/ Decrease</u>
General Fund	15,078,960	14,652,083	(426,878)
Flex Benefits	(22,159)	4,552	26,711
Law Library	(94)	0	94
E911	765,403	921,228	155,825
Senior Services	(14,659)	(50,798)	(36,139)
Parks and Recreation	498,530	456,518	(42,012)
Insurance Premium Fund	(1,717,421)	1,032,945	2,750,366
Transportation Fund	(22,624)	(42,480)	(19,856)
Grant Fund	(55,871)	103,459	159,330
Community Development	(57,965)	(147,463)	(89,498)
Animal Services	56,726	16,465	(40,261)
DA's Confiscation Fund	108,432	103,693	(4,739)
DATE Fund	503,532	524,128	20,596
Victim/ Witness Fund	12,329	17,708	5,379
DUI Fund	254,410	457,125	202,714
Drug Court Fund	6,716	62,537	55,822
Mental Health Court	0	0	0
Fire District Fund	7,028,627	6,934,271	(94,356)
Jail Fund	953,556	978,016	24,460
Hotel/ Motel Fund	29,272	14,021	(15,251)
RRDA Bond	(630,234)	(93,705)	536,529
Debt Service Fund	572,786	913,773	340,987
Conference Center Fund	322,121	394,710	72,589
Emergency Medical	(46,099)	(88,636)	(42,537)
Insurance/ Benefits	2,748,129	1,872,601	(875,528)
Fleet Management	(85,869)	(70,286)	15,584
General & Special Revenue	<b>26,286,532</b>	<b>28,966,462</b>	<b>2,679,930</b>
General & Special Rev w/o Debt Service	<b>25,713,746</b>	<b>28,052,689</b>	<b>2,338,943</b>
Impact Fee Fund	5,106,573	5,758,672	652,100
Recreation Bond Construction Fund	12,904,107	26,847,775	13,943,668
SPLOST V Fund	6,185,991	4,570,367	(1,615,624)
SPLOST 2012	13,730,917	25,706,560	11,975,642
Capital Funds	<b>37,927,587</b>	<b>62,883,374</b>	<b>24,955,786</b>
<b>Total Ending Cash</b>	<b><u>64,214,119</u></b>	<b><u>91,849,836</u></b>	<b><u>27,635,717</u></b>



## All Funds Cash



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

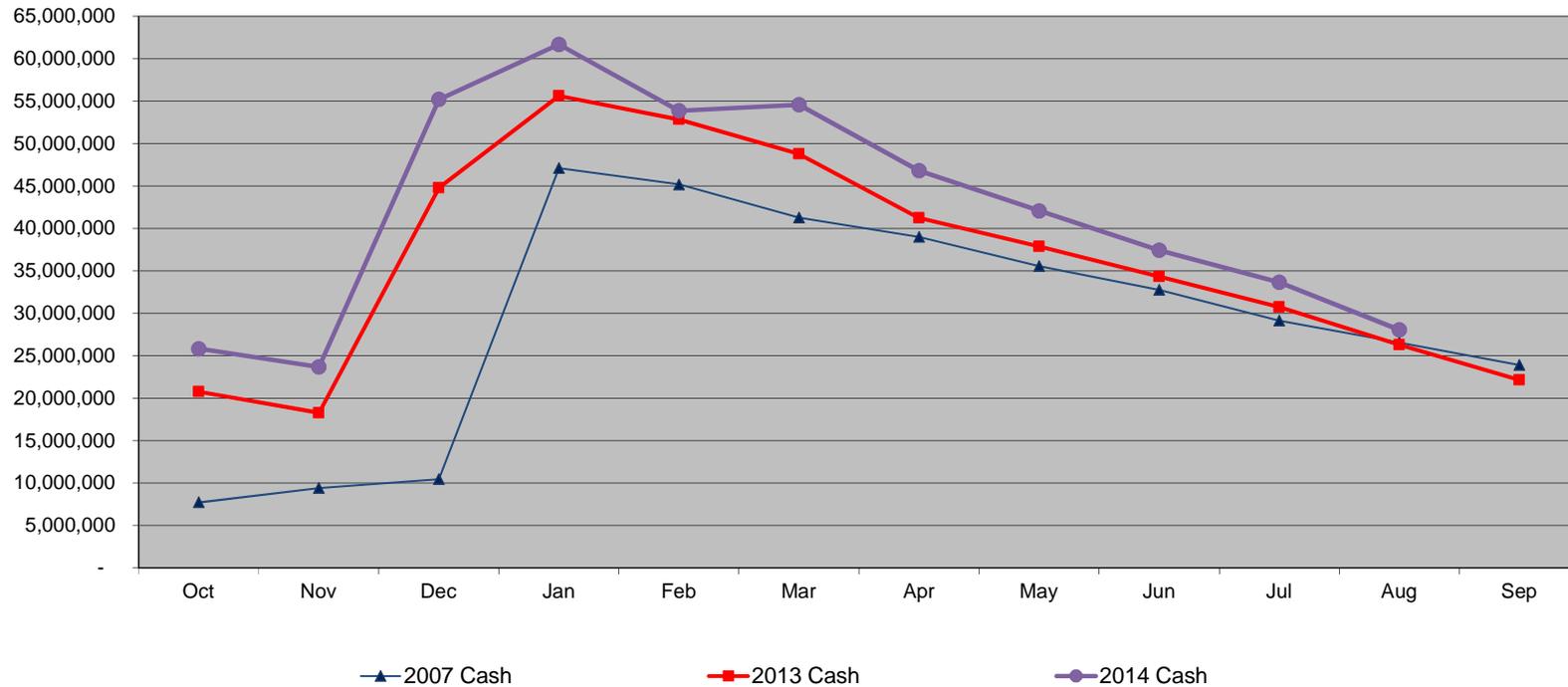


## Cherokee County Board of Commissioners

### Cash Balance Statement w/o Capital Funds

	Beginning Balance	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>2006-2007 Actual</b>	10,377,702	7,722,566	9,420,470	10,475,236	47,097,950	45,175,275	41,281,222	38,987,915	35,573,744	32,768,073	29,132,395	26,575,262	23,917,561
<b>2007-2008 Actual</b>	23,917,561	25,976,389	19,489,356	16,498,094	52,044,013	47,925,372	43,814,585	40,724,648	33,613,617	33,086,762	24,637,550	23,739,339	19,107,443
<b>2008-2009 Actual</b>	19,107,443	19,107,443	12,908,974	11,364,506	47,395,721	42,988,069	38,191,655	34,820,364	31,156,296	30,436,876	24,423,376	20,976,731	14,328,113
<b>2009-2010 Actual</b>	14,328,113	12,037,566	10,071,841	27,508,290	47,362,394	44,518,730	40,669,325	35,017,138	31,029,940	26,436,180	22,124,767	18,005,480	13,391,930
<b>2010-2011 Actual</b>	13,391,930	16,538,104	8,467,701	38,061,437	44,221,950	43,685,765	40,039,022	32,425,417	30,024,995	26,191,634	22,046,176	18,931,348	12,917,651
<b>2011-2012 Actual</b>	12,917,651	21,572,913	14,350,965	46,449,604	54,004,717	50,568,804	42,770,805	40,141,270	38,426,103	32,780,700	28,649,375	23,554,823	18,899,668
<b>2012-2013 Actual</b>	18,899,668	20,777,701	18,282,613	44,776,503	55,628,246	52,867,575	48,784,447	41,232,821	37,880,794	34,317,339	30,753,905	26,286,532	22,162,266
<b>2013-2014 Actual</b>	22,162,266	25,833,440	23,692,085	55,207,425	61,674,895	53,849,612	54,571,624	46,794,826	42,078,008	37,444,115	33,667,984	28,052,689	

### Cash w/o Capital Funds

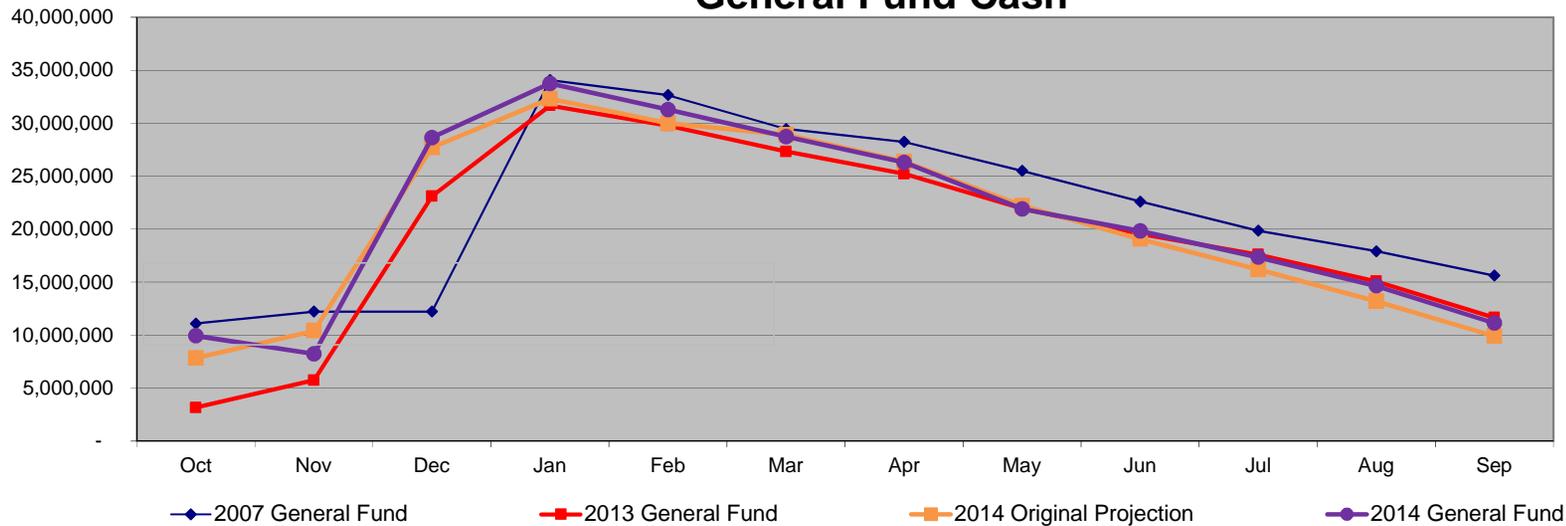




## Cherokee County Board of Commissioners General Fund Cash Balance Statement

Beginning Balance	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
<b>2006-2007 Actual</b>	7,798,496	11,100,603	12,219,009	12,214,917	34,069,211	32,661,887	29,451,527	28,239,536	25,501,823	22,609,411	19,859,767	17,917,538	15,612,739
<b>2007-2008 Actual</b>	15,612,739	14,027,407	12,698,459	12,094,654	35,841,557	32,240,977	29,968,545	27,123,310	24,611,376	21,215,839	18,280,708	12,952,282	9,534,041
<b>2008-2009 Actual</b>	9,534,041	7,032,168	5,010,199	2,615,131	27,497,838	25,577,230	22,234,014	20,149,766	17,890,619	16,471,428	11,164,007	9,150,823	5,111,872
<b>2009-2010 Actual</b>	5,111,872	4,049,093	2,561,858	13,681,049	27,065,167	25,054,571	22,924,994	21,242,154	18,520,371	15,013,260	11,048,575	7,998,708	4,229,464
<b>2010-2011 Actual</b>	4,229,464	2,479,436	1,763,652	18,796,641	23,651,600	22,548,166	20,009,128	17,523,090	15,077,686	12,025,582	8,443,493	5,829,271	2,429,751
<b>2011-2012 Actual</b>	2,429,751	3,801,111	3,009,427	22,854,661	28,569,129	26,434,026	23,885,138	21,752,902	19,325,142	15,085,952	12,469,972	9,484,937	6,315,703
<b>2012-2013 Actual</b>	6,315,703	3,167,395	5,746,398	23,115,317	31,662,977	29,772,134	27,315,434	25,226,798	21,955,353	19,530,118	17,599,723	15,078,960	11,654,054
<b>2013-2014 Actual/Forecast</b>	11,654,054	9,941,938	8,232,150	28,644,071	33,758,547	31,284,103	28,735,376	26,309,440	21,910,128	19,825,754	17,366,062	14,652,083	11,138,047
<b>2014 Orig Cash Projection</b>	6,315,703	7,830,927	10,413,985	27,706,718	32,307,852	30,001,828	28,907,054	26,396,807	22,212,417	19,073,743	16,195,776	13,218,551	9,911,058
<b>Actual to Projected</b>	-	2,111,011	(2,181,835)	937,353	1,450,694	1,282,274	(171,678)	(87,368)	(302,289)	752,011	1,170,286	1,433,531	1,226,988

### General Fund Cash

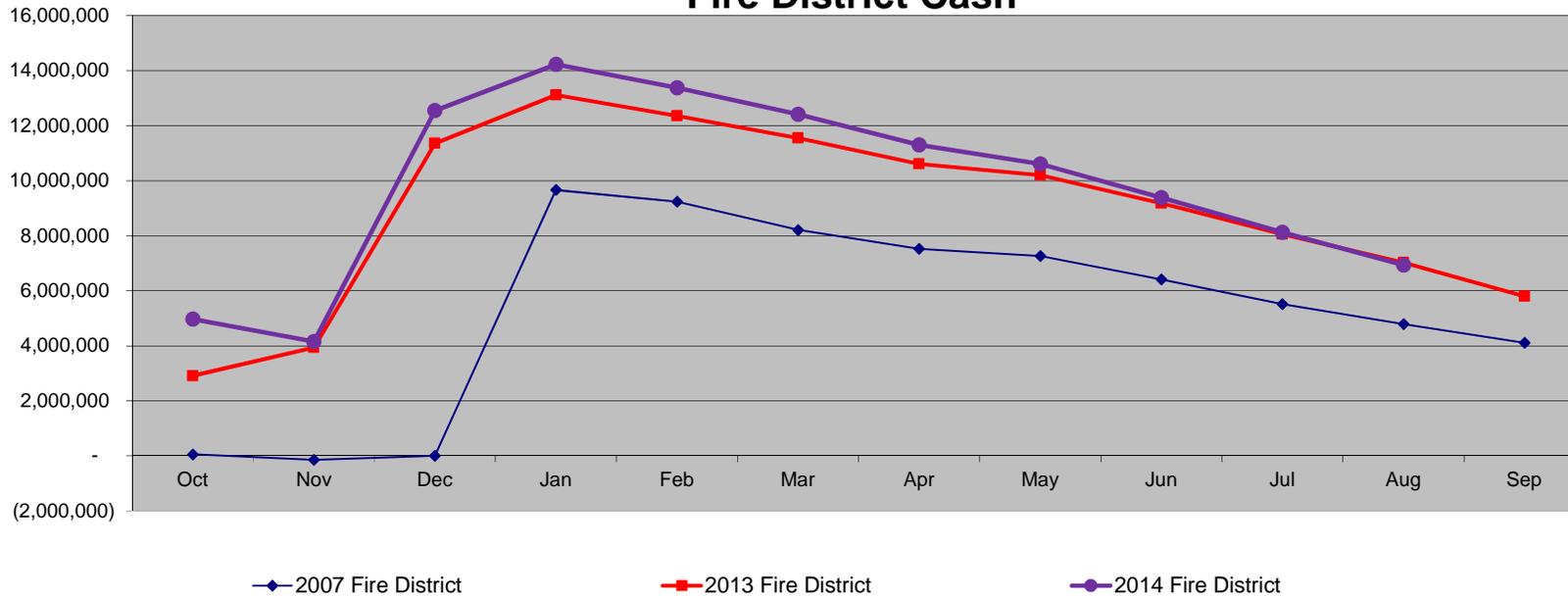




## Cherokee County Board of Commissioners Fire District Cash Balance Statement

	Beginning Balance	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>2006-2007 Actual</b>	821,090	52,840	(147,917)	(3,360)	9,663,348	9,236,784	8,209,685	7,518,649	7,261,730	6,415,748	5,517,887	4,793,558	4,106,657
<b>2007-2008 Actual</b>	4,106,657	3,492,732	2,961,521	2,824,410	12,844,602	11,611,728	10,830,514	9,937,852	9,521,713	8,485,163	7,494,399	5,828,108	4,648,167
<b>2008-2009 Actual</b>	4,648,167	3,491,722	3,042,280	2,230,412	10,764,702	10,026,448	9,062,068	8,105,273	6,924,382	7,443,755	5,730,249	4,669,408	3,443,761
<b>2009-2010 Actual</b>	3,443,761	2,623,118	1,906,747	6,088,005	10,967,238	10,310,810	9,561,373	9,607,463	8,631,549	7,371,571	5,780,009	4,659,907	3,570,948
<b>2010-2011 Actual</b>	3,570,948	2,773,096	2,273,602	9,739,403	10,974,405	10,290,675	9,308,729	8,348,609	8,176,686	7,151,457	5,548,979	4,410,051	2,662,988
<b>2011-2012 Actual</b>	2,662,988	1,796,519	8,178,675	9,556,066	10,920,767	10,054,958	9,232,028	8,389,768	8,400,911	6,901,427	5,863,614	4,770,262	3,748,487
<b>2012-2013 Actual</b>	3,748,487	2,911,051	3,939,068	11,359,856	13,115,221	12,357,642	11,549,593	10,613,322	10,198,816	9,177,318	8,059,193	7,028,627	5,798,235
<b>2013-2014 Actual</b>	5,798,235	4,968,205	4,157,364	12,549,566	14,229,528	13,376,586	12,417,113	11,305,883	10,610,638	9,380,331	8,129,243	6,934,271	

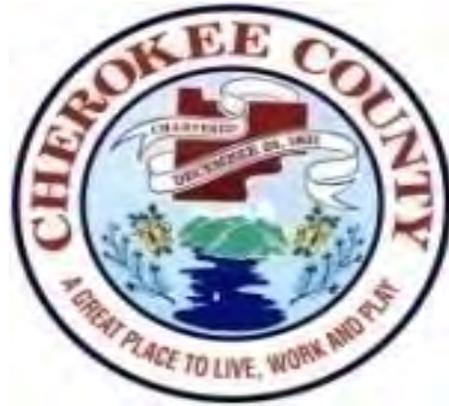
### Fire District Cash





**Cherokee County Board of Commissioners**  
**All Funds - Cash Basis Revenues**  
**As of 8/31/14**  
**August YTD 2014**

ALL FUND REVENUES BY SOURCE	2 Prior Year Actual (Oct 2011 - Sept 2012)	Prior Year Actual (Oct 2012 - Sept 2013)	FY2014 Revised Budget (Oct 2013 - Sept 2014)	AUG YTD2014 Actual (Oct 13 - August 14)	Percentage of Budget
Taxes	102,846,711	107,504,785	108,088,078	107,891,019	99.8%
Licenses & Permits	1,420,370	1,845,165	1,479,800	1,990,719	134.5%
Intergovernmental (Primarily Grants)	4,155,108	7,712,973	4,767,334	4,037,294	84.7%
Charges for Services	29,456,659	30,131,732	33,137,033	28,442,635	85.8%
Fines & Forfeitures	5,910,742	6,335,139	6,338,421	5,330,750	84.1%
Interest	286,174	41,994	26,630	56,032	210.4%
Contributions	179,241	223,645	427,699	495,911	115.9%
Miscellaneous	5,103,108	5,364,117	(22,127,936)	2,913,666	-13.2%
Other Financing Sources	24,986,737	6,210,906	30,125,838	28,039,346	93.1%
<b>INFLOWS - ALL REVENUES ALL FUND</b>	<b>174,344,850</b>	<b>165,370,457</b>	<b>162,262,897</b>	<b>179,197,372</b>	<b>110.4%</b>
USE OF RESERVES			<b>11,986,455</b>		
<b>TOTAL CASH FUNDING SOURCES</b>	<b>174,344,850</b>	<b>165,370,457</b>	<b>174,249,352</b>	<b>179,197,372</b>	<b>102.8%</b>
<b>ALL FUND REVENUES BY FUND</b>					
General Fund and Components (100-140)	59,669,649	61,608,236	61,099,333	59,541,339	97.5%
Law Library (205)	-	94	140,700	-	0.0%
Sheriff's Forfeitures (210)	-	-	175,953	-	0.0%
E-911 (215)	3,811,165	4,020,705	4,320,843	3,918,081	90.7%
Senior Services (221)	1,063,063	1,068,721	1,076,059	960,679	89.3%
Parks and Recreation (225)	3,122,438	3,855,161	4,356,125	3,959,466	90.9%
UCS Fund (230)	7,184,501	8,054,069	7,773,227	9,821,406	126.3%
UCS - Econ Dev Fund (231)	-	-	25,000	-	0.0%
Transportation Fund (240)	1,055,376	943,508	989,767	840,044	84.9%
Multiple Grant (250)	777,252	642,950	894,979	650,462	72.7%
Community Development Block Grant (251)	1,576,394	559,967	1,146,989	278,026	24.2%
Animal Services (252)	822,127	987,894	972,339	950,715	97.8%
DA's Confiscation Fund (254)	16,487	35,010	15,000	13,143	87.6%
DATE (255)	135,429	168,758	253,019	219,098	86.6%
Victim Witness (256)	200,099	191,464	197,301	184,334	93.4%
DUI Court (257)	538,322	585,689	583,528	734,283	125.8%
Drug Court (258)	-	239,848	427,301	414,430	97.0%
Mental Health Court (259)	-	-	70,000	-	0.0%
Fire (270)	18,432,222	18,529,471	18,562,731	18,349,838	98.9%
Jail (271)	401,960	420,295	278,610	397,687	142.7%
Sheriff's Commissary Fund (272)	-	-	300,060	-	0.0%
Confiscated Assets Fund (273)	-	-	224,000	-	0.0%
Hotel/ Motel (275)	134,553	148,191	118,467	167,805	141.6%
Impact Fees (295)	412,232	1,238,678	1,239,633	1,173,717	94.7%
Recreation Bond Construction Fund (310)	10,547,172	762,114	9,604,800	22,809,261	237.5%
SPLOST IV (321)	180	-	-	-	0.0%
SPLOST V (322)	28,518,367	309,650	3,614,248	322,315	8.9%
SPLOST 2012 (323)	5,185,135	37,963,040	30,385,318	31,338,591	103.1%
Resource Recovery Development (375)	2,585,049	1,318,583	1,303,856	1,195,201	91.7%
Debt Service (410)	10,904,220	5,732,376	5,104,816	5,484,750	107.4%
Conference Center (555)	485,482	459,545	388,117	452,631	116.6%
EMS (580)	3,872,683	3,985,843	7,151,585	4,151,554	58.1%
Insurance/Benefits (605)	11,386,334	10,150,038	10,059,541	9,642,731	95.9%
Fleet (610)	1,506,960	1,390,559	1,396,107	1,225,782	87.8%
<b>TOTAL REVENUES ALL FUNDS</b>	<b>174,344,850</b>	<b>165,370,457</b>	<b>174,249,352</b>	<b>179,197,372</b>	<b>102.8%</b>



# Cherokee County Board of Commissioners

## EMS

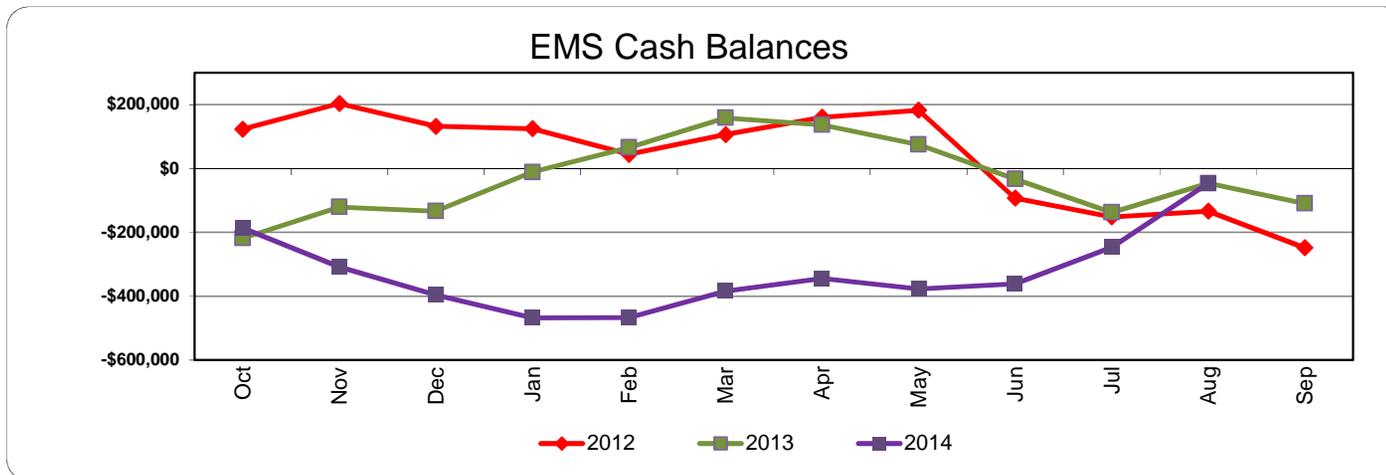
August YTD 2014

(Oct 2013 - August 2014)



## Cherokee County Board of Commissioners Cash Basis Emergency Medical Services Statements

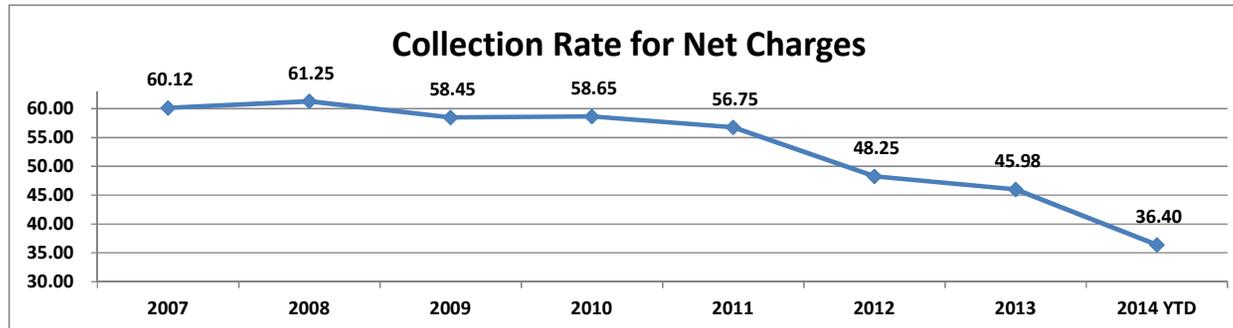
	FY2013 Actual	Prior Year YTD Actual (Oct 2012 -Aug 2013)	FY2014 Revised Budget	YTD Actual (Oct 2013 - Aug 2014)	% of Budget
Total Cash Receipts	3,285,233	3,131,116	3,798,261	3,401,739	89.56%
Net Receipts Related to Current Year	3,285,233	3,131,116	3,798,261	3,401,739	89.56%
Salaries & Benefits	2,898,923	2,673,511	3,461,176	3,115,734	90.02%
Operating Expenses	944,722	893,752	1,146,228	1,013,757	88.44%
Total EMS Expenses	3,843,644	3,567,263	4,607,404	4,129,491	89.63%
Net Cash from Operations	(558,411)	(436,147)	(809,143)	(727,752)	
<u>Other Sources and (Uses)</u>					
Transfer In From General Fund	686,860	629,622	809,143	741,714	91.67%
Inventories/Prepaid/Insurance/Other	(3,247)	(4,838)		(1,165)	
Contributions					
Sale of Assets	13,750	13,750		8,100	
Total Other Sources and (Uses)	697,363	638,534	809,143	748,649	92.52%
Total Net Cash Increased/(Expended )	138,952	202,387	-	20,897	
Beginning Cash Balance	(248,486)	(248,486)	(109,534)	(109,534)	
Ending Cash Balance	(109,534)	(46,099)	(109,534)	(88,637)	





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

Time Period	#	Gross Charge	Net Charge	Receipts	Outstanding	Gross		Net	
						Collections	%	Collections	%
2006	7,284	5,482,437	4,490,374	2,665,978	1,824,396	48.63	%	59.37	%
2007	7,401	5,629,023	4,623,963	2,779,703	1,844,260	49.38	%	60.12	%
2008	7,373	5,567,872	4,566,433	2,797,114	1,769,319	50.24	%	61.25	%
2009	7,721	6,423,174	5,220,407	3,051,199	2,169,208	47.50	%	58.45	%
2010	8,452	7,324,778	5,695,087	3,340,201	2,354,886	45.60	%	58.65	%
2011	9,249	7,599,460	6,024,102	3,418,891	2,605,211	44.99	%	56.75	%
2012	7,390	6,300,276	5,080,211	2,451,099	2,629,112	38.90	%	48.25	%
2013	9,790	8,150,184	7,123,009	3,275,440	3,847,569	40.19	%	45.98	%
<b>PRIOR YRS</b>	<b>64,660</b>	<b>52,477,204</b>	<b>42,823,586</b>	<b>23,779,624</b>	<b>19,043,962</b>	<b>45.31</b>	<b>%</b>	<b>55.53</b>	<b>%</b>
Oct 2013	798	640,976	532,443	242,748	289,695	37.87	%	45.59	%
Nov 2013	808	649,731	561,459	275,813	285,646	42.45	%	49.12	%
Dec 2013	890	731,510	618,357	285,504	332,853	39.03	%	46.17	%
Jan 2014	888	712,403	627,380	250,706	376,674	35.19	%	39.96	%
Feb 2014	806	657,567	529,956	229,646	300,310	34.92	%	43.33	%
Mar 2014	896	729,507	507,376	218,086	289,290	29.89	%	42.98	%
Apr 2014	852	682,522	488,803	169,715	319,088	24.87	%	34.72	%
May 2014	894	723,541	575,461	160,920	414,541	22.24	%	27.96	%
Jun 2014	862	710,492	470,481	79,971	390,510	11.26	%	17.00	%
Jul 2014	646	535,856	351,470	2,716	348,754	0.51	%	0.77	%
<b>2014 YTD</b>	<b>8,340</b>	<b>6,774,105</b>	<b>5,263,187</b>	<b>1,915,825</b>	<b>3,347,362</b>	<b>28.28</b>	<b>%</b>	<b>36.40</b>	<b>%</b>
<b>TOTAL</b>	<b>73,000</b>	<b>59,251,309</b>	<b>48,086,773</b>	<b>25,695,449</b>	<b>22,391,324</b>	<b>43.37</b>	<b>%</b>	<b>53.44</b>	<b>%</b>



The graph above reflects prior year collections, and the report above is monitored to ensure each month we make progress to 60%.

We transitioned to a new TPA in May 2013 because we were unhappy with the former company's declining collection rate.

The new TPA referenced 70% as an achievable net collection rate in their proposal. We continue to work through issues.



# Cherokee County Board of Commissioners

## Insurance & Benefits Fund

August YTD 2014

(Oct 2013 - August 2014)



**CHEROKEE COUNTY BOARD OF COMMISSIONERS**  
**FUND 605 - INSURANCE & BENEFITS FUND**  
**FY2014 MONTHLY BUDGET**

Weeks:	3	5	4	5	4	4	4	5	4	4	5	5	52
Payrolls:	1.0	3.0	2.0	2.0	2.0	2.0	2.0	3.0	2.0	2.0	2.0	3.0	26
PEPM YTD	\$436.95	\$582.60	\$582.60	\$619.01	\$611.73	\$606.87	\$603.41	\$619.01	\$614.97	\$611.73	\$622.32	\$631.15	\$631.15

	October	November	December	January	February	March	April	May	June	July	August	September	2014 BUDGET
<b>Self Insured</b>													
<b>Revenues</b>													
Health Insurance	307,597	922,791	615,194	615,194	615,194	615,194	615,194	922,791	615,194	615,194	615,194	922,791	7,997,522
Dental Insurance	24,768	74,303	49,535	49,535	49,535	49,535	49,535	74,303	49,535	49,535	49,535	74,303	643,957
Pharmacy Rebates	-	20,388	-	20,388	-	-	20,388	-	-	20,388	-	-	81,552
Coast to Coast Program	-	-	-	-	-	-	-	-	-	-	-	-	-
Stoploss Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-	-
COBRA/Retiree Payments	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	180,000
<b>Total Revenue</b>	<b>347,365</b>	<b>1,032,482</b>	<b>679,729</b>	<b>700,117</b>	<b>679,729</b>	<b>679,729</b>	<b>700,117</b>	<b>1,012,094</b>	<b>679,729</b>	<b>700,117</b>	<b>679,729</b>	<b>1,012,094</b>	<b>8,903,031</b>
<b>Expenditures</b>													
Health Insurance	412,918	688,196	550,557	688,196	550,557	550,557	550,557	688,196	550,557	550,557	688,196	688,196	7,157,240
Dental Insurance	33,643	56,071	44,857	56,071	44,857	44,857	44,857	56,071	44,857	44,857	56,071	56,071	583,140
Broker Fees	-	18,250	-	-	18,250	-	-	18,250	-	-	18,250	-	73,000
Employee Support	1,994	5,981	3,987	3,987	3,987	3,987	3,987	5,981	3,987	3,987	3,987	5,981	51,833
Administrative Services	91,877	91,877	91,877	91,877	91,877	91,877	91,877	91,877	91,877	91,877	91,877	91,877	1,102,524
ACA Fees	-	-	-	11,340	11,340	11,340	11,340	11,340	11,340	15,660	11,340	11,340	106,380
Other Purchased Services	99	99	99	99	99	99	10,099	99	99	99	99	99	11,188
Other Purchased Services - CHN	-	111,132	-	-	79,688	-	-	79,688	-	-	-	42,644	313,152
<b>Total Expenditures</b>	<b>540,531</b>	<b>971,606</b>	<b>691,377</b>	<b>851,570</b>	<b>800,655</b>	<b>702,717</b>	<b>712,717</b>	<b>951,502</b>	<b>702,717</b>	<b>707,037</b>	<b>869,820</b>	<b>896,208</b>	<b>9,398,457</b>
<b>Net Income/ Loss on Self Insured</b>	<b>(193,166)</b>	<b>60,876</b>	<b>(11,648)</b>	<b>(151,453)</b>	<b>(120,926)</b>	<b>(22,988)</b>	<b>(12,600)</b>	<b>60,592</b>	<b>(22,988)</b>	<b>(6,920)</b>	<b>(190,091)</b>	<b>115,886</b>	<b>(495,426)</b>
<b>Other Insurance</b>													
<b>Revenue</b>													
Long Term Disability	10,000	30,000	20,000	20,000	20,000	20,000	20,000	30,000	20,000	20,000	20,000	30,000	260,000
Short Term Disability	6,663	19,990	13,327	13,327	13,327	13,327	13,327	19,990	13,327	13,327	13,327	19,990	173,249
Life Insurance	8,738	26,213	17,475	17,475	17,475	17,475	17,475	26,213	17,475	17,475	17,475	26,213	227,177
<b>Total Revenue</b>	<b>25,401</b>	<b>76,203</b>	<b>50,802</b>	<b>50,802</b>	<b>50,802</b>	<b>50,802</b>	<b>50,802</b>	<b>76,203</b>	<b>50,802</b>	<b>50,802</b>	<b>50,802</b>	<b>76,203</b>	<b>660,426</b>
<b>Expenditures</b>													
Long Term Disability	21,211	21,211	21,211	21,211	21,211	21,211	21,211	21,211	21,211	21,211	21,211	21,211	254,532
Short Term Disability	14,515	14,515	14,515	14,515	14,515	14,515	14,515	14,515	14,515	14,515	14,515	14,515	174,180
Life Insurance	19,364	19,364	19,364	19,364	19,364	19,364	19,364	19,364	19,364	19,364	19,364	19,364	232,368
<b>Total Expenditures</b>	<b>55,090</b>	<b>661,080</b>											
<b>Net Income/Loss on Fully Insured</b>	<b>(29,689)</b>	<b>21,113</b>	<b>(4,288)</b>	<b>(4,288)</b>	<b>(4,288)</b>	<b>(4,288)</b>	<b>(4,288)</b>	<b>21,113</b>	<b>(4,288)</b>	<b>(4,288)</b>	<b>(4,288)</b>	<b>21,113</b>	<b>(654)</b>
<b>Total Revenue</b>	<b>372,766</b>	<b>1,108,685</b>	<b>730,531</b>	<b>750,919</b>	<b>730,531</b>	<b>730,531</b>	<b>750,919</b>	<b>1,088,297</b>	<b>730,531</b>	<b>750,919</b>	<b>730,531</b>	<b>1,088,297</b>	<b>9,563,457</b>
<b>Total Expense</b>	<b>595,621</b>	<b>1,026,696</b>	<b>746,467</b>	<b>906,660</b>	<b>855,745</b>	<b>757,807</b>	<b>767,807</b>	<b>1,006,592</b>	<b>757,807</b>	<b>762,127</b>	<b>924,910</b>	<b>951,298</b>	<b>10,059,537</b>
<b>Net Income/Loss for the Fund</b>	<b>(222,855)</b>	<b>81,989</b>	<b>(15,936)</b>	<b>(155,741)</b>	<b>(125,214)</b>	<b>(27,276)</b>	<b>(16,888)</b>	<b>81,705</b>	<b>(27,276)</b>	<b>(11,208)</b>	<b>(194,379)</b>	<b>136,999</b>	<b>(496,080)</b>
<b>Fund Balance Reconciliation:</b>													
<b>Unreserved Fund Balance - Beginning of Month</b>	<b>1,769,801</b>	<b>1,559,766</b>	<b>1,654,575</b>	<b>1,651,459</b>	<b>1,508,538</b>	<b>1,396,144</b>	<b>1,381,688</b>	<b>1,377,620</b>	<b>1,472,145</b>	<b>1,457,689</b>	<b>1,459,301</b>	<b>1,277,742</b>	<b>1,769,801</b>
<b>Net/Income Loss for Month After Use of ERIP/ISRP Reserve</b>	<b>(210,035)</b>	<b>94,809</b>	<b>(3,116)</b>	<b>(142,921)</b>	<b>(112,394)</b>	<b>(14,456)</b>	<b>(4,068)</b>	<b>94,525</b>	<b>(14,456)</b>	<b>1,612</b>	<b>(181,559)</b>	<b>149,819</b>	<b>(342,240)</b>
<b>End of Month Unreserved</b>	<b>1,559,766</b>	<b>1,654,575</b>	<b>1,651,459</b>	<b>1,508,538</b>	<b>1,396,144</b>	<b>1,381,688</b>	<b>1,377,620</b>	<b>1,472,145</b>	<b>1,457,689</b>	<b>1,459,301</b>	<b>1,277,742</b>	<b>1,427,561</b>	<b>1,427,561</b>
<b>Reserved Fund Balance - Beginning of Month</b>	<b>1,223,211</b>	<b>1,210,391</b>	<b>1,197,571</b>	<b>1,184,751</b>	<b>1,171,931</b>	<b>1,159,111</b>	<b>1,146,291</b>	<b>1,133,471</b>	<b>1,120,652</b>	<b>1,107,832</b>	<b>1,095,012</b>	<b>1,082,192</b>	<b>1,223,211</b>
<b>Use of Reserve to Support Retirees</b>	<b>(12,820)</b>	<b>(153,840)</b>											
<b>End of Month Reserved</b>	<b>1,210,391</b>	<b>1,197,571</b>	<b>1,184,751</b>	<b>1,171,931</b>	<b>1,159,111</b>	<b>1,146,291</b>	<b>1,133,471</b>	<b>1,120,652</b>	<b>1,107,832</b>	<b>1,095,012</b>	<b>1,082,192</b>	<b>1,069,372</b>	<b>1,069,372</b>
<b>Total 605 Fund Balance</b>	<b>2,770,158</b>	<b>2,852,147</b>	<b>2,836,211</b>	<b>2,680,470</b>	<b>2,555,256</b>	<b>2,527,980</b>	<b>2,511,092</b>	<b>2,592,797</b>	<b>2,565,521</b>	<b>2,554,313</b>	<b>2,359,934</b>	<b>2,496,933</b>	<b>2,496,933</b>



**CHEROKEE COUNTY BOARD OF COMMISSIONERS**  
**FUND 605 - INSURANCE & BENEFITS FUND**  
**August YTD 2014**

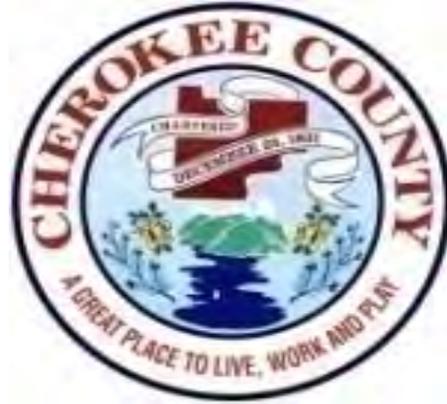
Net Claims	\$518,000	\$635,544	\$780,398	\$705,875	\$494,561	\$686,283	\$633,401	\$754,637	\$736,660	\$639,144	\$924,179	\$7,157,240	\$6,469,044	\$7,508,681	-\$1,039,637	-16.1%
Employees	989	984	984	994	1007	1009	1007	1006	1001	1000	1000	945	945	998	(53)	-5.6%
PEPM - Month Only Actual (Red>Budget)	\$523.76	\$645.88	\$793.09	\$710.14	\$491.12	\$680.16	\$629.00	\$750.14	\$735.92	\$639.14	\$924.18	\$631.15	\$622.32	\$683.79	-\$61.47	-9.9%
PEPM Month Only Budget	\$436.95	\$728.25	\$582.60	\$728.25	\$582.60	\$582.60	\$582.60	\$728.25	\$582.60	\$582.60	\$728.25					
PEPM Actual v Budget (Red>Budget)	19.9%	-11.3%	36.1%	-2.5%	-15.7%	16.7%	8.0%	3.0%	26.3%	9.7%	26.9%					
Number of Claim Weeks	3	5	4	5	4	4	4	5	4	4	5					

	October	November	December	January	February	March	April	May	June	July	August	2014 FULL YEAR BUDGET	AUGUST YTD2014 BUDGET	AUGUST YTD2014 ACTUAL	VARIANCE B/(W) \$	VARIANCE B/(W) %
<b>Self Insured</b>																
<b>Revenues</b>																
Health Insurance	280,192	923,510	648,633	621,455	631,187	635,557	636,200	952,567	639,782	635,188	629,903	7,997,522	7,074,731	7,234,174	159,443	2.3%
Dental Insurance	23,234	77,132	51,451	51,517	51,807	52,152	52,194	78,471	52,531	52,061	51,621	643,957	569,654	594,172	24,518	4.3%
Pharmacy Rebates	-	30,577	-	29,430	-	-	-	34,011	-	34,659	-	81,552	81,552	128,678	47,126	57.8%
Coast to Coast Program	-	75	264	-	154	-	145	161	210	203	188	-	-	1,557	1,557	100.0%
Stoploss	-	-	-	-	-	19,125	1,084	60	170,686	14,479	244,202	-	-	449,636	449,636	100.0%
COBRA/Retiree Payments	12,086	16,305	16,687	15,538	14,725	25,575	14,257	12,971	16,851	13,754	16,133	180,000	165,000	174,882	9,882	6.0%
<b>Total Revenue</b>	<b>315,512</b>	<b>1,047,599</b>	<b>717,035</b>	<b>717,940</b>	<b>697,873</b>	<b>732,566</b>	<b>703,880</b>	<b>1,078,241</b>	<b>880,060</b>	<b>750,345</b>	<b>942,048</b>	<b>8,903,031</b>	<b>7,890,937</b>	<b>8,583,099</b>	<b>692,162</b>	<b>8.8%</b>
<b>Expenditures</b>																
Health Insurance	518,000	635,544	780,398	705,875	494,561	705,407	634,485	754,697	907,346	653,623	1,168,382	7,157,240	6,469,044	7,958,318	(1,489,274)	-23.0%
Dental Insurance	25,738	41,849	43,028	51,473	32,537	53,452	46,447	59,651	46,823	49,500	52,677	583,140	527,069	503,175	23,894	4.5%
Broker Fees	-	-	18,250	-	18,250	-	-	18,250	-	-	-	73,000	73,000	54,750	18,250	25.0%
Employee Support	1,784	5,868	4,331	3,964	3,963	3,963	3,963	5,945	7,377	8,515	8,505	51,833	45,852	58,178	(12,326)	-26.9%
BCBS Admin Fees	94,961	94,593	93,557	94,687	92,570	95,734	96,027	98,311	95,663	96,322	94,277	1,102,524	1,010,647	1,046,702	(36,055)	-3.6%
ACA Fees	-	-	-	11,340	11,340	11,340	11,340	11,340	11,340	15,696	-	106,380	95,040	83,736	11,304	
OPS	-	99	-	471	232	1,375	1,434	-	99	(1,335)	94	11,188	11,089	2,469	8,620	77.7%
OPS - CHN	-	-	-	-	-	-	-	-	-	-	-	313,152	270,508	-	270,508	100.0%
<b>Total Expenditures</b>	<b>640,483</b>	<b>777,953</b>	<b>939,564</b>	<b>867,810</b>	<b>653,453</b>	<b>871,272</b>	<b>793,696</b>	<b>948,195</b>	<b>1,068,648</b>	<b>822,320</b>	<b>1,323,935</b>	<b>9,398,457</b>	<b>8,502,249</b>	<b>9,707,328</b>	<b>(1,205,079)</b>	<b>-14.2%</b>
<b>Net Income/(Loss) on Self Insured</b>	<b>(324,971)</b>	<b>269,646</b>	<b>(222,529)</b>	<b>(149,870)</b>	<b>44,420</b>	<b>(138,706)</b>	<b>(89,816)</b>	<b>130,047</b>	<b>(188,588)</b>	<b>(71,975)</b>	<b>(381,887)</b>	<b>(495,426)</b>	<b>(611,312)</b>	<b>(1,124,230)</b>	<b>(512,918)</b>	
<b>Other Insurance</b>																
<b>Revenue</b>																
LT Disability	8,904	29,353	19,625	19,537	19,536	19,713	19,745	29,554	19,567	19,508	19,216	260,000	230,000	224,259	(5,741)	-2.5%
ST Disability	5,942	19,707	13,103	13,018	13,193	13,387	13,432	20,023	13,231	13,159	13,019	173,249	153,259	151,215	(2,044)	-1.3%
Life Insurance	8,059	26,775	17,912	17,838	18,031	18,163	18,146	27,332	18,173	18,133	18,023	227,177	200,964	206,585	5,621	2.8%
<b>Total Revenue</b>	<b>22,905</b>	<b>75,835</b>	<b>50,640</b>	<b>50,393</b>	<b>50,760</b>	<b>51,264</b>	<b>51,323</b>	<b>76,909</b>	<b>50,971</b>	<b>50,800</b>	<b>50,258</b>	<b>660,426</b>	<b>584,223</b>	<b>582,059</b>	<b>(2,164)</b>	<b>-0.4%</b>
LT Disability	20,648	24,298	20,662	20,633	20,705	20,830	20,822	24,116	20,633	20,495	20,484	254,532	233,321	234,327	(1,006)	-0.4%
ST Disability	14,586	14,373	14,334	14,231	14,628	14,504	14,510	14,508	14,417	14,276	14,176	174,180	159,665	158,544	1,121	0.7%
Life Insurance	21,441	19,520	18,855	19,292	19,830	19,489	19,207	19,929	20,035	19,362	19,703	232,368	213,004	216,663	(3,659)	-1.7%
<b>Total Expenditures</b>	<b>56,675</b>	<b>58,191</b>	<b>53,851</b>	<b>54,156</b>	<b>55,163</b>	<b>54,824</b>	<b>54,539</b>	<b>58,552</b>	<b>55,086</b>	<b>54,134</b>	<b>54,363</b>	<b>661,080</b>	<b>605,990</b>	<b>609,534</b>	<b>(3,544)</b>	<b>-0.6%</b>
<b>Net Income/(Loss) on Fully Insured</b>	<b>(33,770)</b>	<b>17,644</b>	<b>(3,211)</b>	<b>(3,763)</b>	<b>(4,403)</b>	<b>(3,560)</b>	<b>(3,216)</b>	<b>18,357</b>	<b>(4,114)</b>	<b>(3,334)</b>	<b>(4,104)</b>	<b>(654)</b>	<b>(21,767)</b>	<b>(27,475)</b>	<b>(5,708)</b>	
<b>Grand Total Revenue</b>	<b>338,417</b>	<b>1,123,434</b>	<b>767,675</b>	<b>768,333</b>	<b>748,633</b>	<b>783,830</b>	<b>755,203</b>	<b>1,155,151</b>	<b>931,031</b>	<b>801,145</b>	<b>992,306</b>	<b>9,563,457</b>	<b>8,475,160</b>	<b>9,165,158</b>	<b>689,998</b>	<b>8.1%</b>
<b>Grand Total Expense</b>	<b>697,158</b>	<b>836,144</b>	<b>993,415</b>	<b>921,966</b>	<b>708,616</b>	<b>926,096</b>	<b>848,235</b>	<b>1,006,747</b>	<b>1,123,734</b>	<b>876,454</b>	<b>1,378,297</b>	<b>10,059,537</b>	<b>9,108,239</b>	<b>10,316,862</b>	<b>(1,208,623)</b>	<b>-13.3%</b>
<b>Net Income/(Loss) for the Fund</b>	<b>(358,741)</b>	<b>287,290</b>	<b>(225,740)</b>	<b>(153,633)</b>	<b>40,017</b>	<b>(142,266)</b>	<b>(93,032)</b>	<b>148,404</b>	<b>(192,703)</b>	<b>(75,309)</b>	<b>(385,991)</b>	<b>(496,080)</b>	<b>(633,079)</b>	<b>(1,151,704)</b>	<b>(518,625)</b>	<b>-81.9%</b>
<b>Budgeted Use of ISRP Reserve</b>	<b>12,820</b>	<b>153,840</b>	<b>141,020</b>	<b>141,020</b>	<b>0</b>											
<b>Effect on Unreserved Fund Balance</b>	<b>(345,921)</b>	<b>300,110</b>	<b>(212,920)</b>	<b>(140,813)</b>	<b>52,837</b>	<b>(129,446)</b>	<b>(80,212)</b>	<b>161,224</b>	<b>(179,883)</b>	<b>(62,489)</b>	<b>(373,171)</b>	<b>(342,240)</b>	<b>(492,059)</b>	<b>(1,010,685)</b>	<b>(518,625)</b>	
<b>Beginning Unreserved Fund Balance</b>	<b>1,769,801</b>	<b>1,423,880</b>	<b>1,723,990</b>	<b>1,511,070</b>	<b>1,370,257</b>	<b>1,423,094</b>	<b>1,293,648</b>	<b>1,213,436</b>	<b>1,374,660</b>	<b>1,194,777</b>	<b>1,132,288</b>	<b>1,769,801</b>	<b>1,769,801</b>	<b>1,769,801</b>		
<b>Ending Unreserved Fund Balance</b>	<b>1,423,880</b>	<b>1,723,990</b>	<b>1,511,070</b>	<b>1,370,257</b>	<b>1,423,094</b>	<b>1,293,648</b>	<b>1,213,436</b>	<b>1,374,660</b>	<b>1,194,777</b>	<b>1,132,288</b>	<b>759,116</b>	<b>1,427,561</b>	<b>1,277,742</b>	<b>759,116</b>	<b>(518,625)</b>	



**CHEROKEE COUNTY BOARD OF COMMISSIONERS  
FUND 605 - INSURANCE & BENEFITS FUND  
FY2014 ACTUAL/FORECAST V BUDGET**

	10/1/13	11/1/13	12/1/13	1/1/14	2/1/14	3/1/14	4/1/14	5/1/14	6/1/14	7/1/14	8/1/14	9/1/14	10/1/14	11/1/14	12/1/14	2014 Forecast/Actual	2014 Budget	Variance \$ B/(W)	Variance %
<b>Net Claims - Actual</b>	518,000	635,544	780,398	705,875	494,561	686,283	633,401	754,637	736,660	639,144	924,179	762,460			8,271,141	7,157,240	(1,113,901)	-15.6%	
<b>Enrollees - Actual</b>	989	984	984	994	1,007	1,009	1,007	1,006	1,001	1,000	1,000	1,000			998	945	(53)	-5.7%	
<b>PEPM YTD - Actual (Red&gt;Budget)</b>	\$523.76	\$584.66	\$654.02	\$668.14	\$632.19	\$640.30	\$638.67	\$652.72	\$661.99	\$659.70	\$683.79	\$690.35			\$690.35	\$631.15	(\$59.20)	-9.4%	
<b>PEPM YTD - Budget</b>	\$436.95	\$582.60	\$582.60	\$619.01	\$611.73	\$606.87	\$603.41	\$619.01	\$614.97	\$611.73	\$622.32	\$631.15							
<b>Actual v Budget</b>	19.9%	0.4%	12.3%	7.9%	3.3%	5.5%	5.8%	5.4%	7.6%	7.8%	9.9%	9.4%							
<b>Number of Claim Weeks</b>	3	5	4	5	4	4	4	5	4	4	5	5							
	October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	June Actual	July Actual	August Actual	September Forecast	2014 Forecast/Actual	2014 Budget	Variance \$ B/(W)	Variance %			
<b>Self Insured</b>																			
<b>Revenues</b>																			
Health Insurance	280,192	923,510	648,633	621,455	631,187	635,557	636,200	952,567	639,782	635,188	629,903	952,567	8,186,741	7,997,522	189,219	2.4%			
Dental Insurance	23,234	77,132	51,451	51,517	51,807	52,152	52,194	78,471	52,531	52,061	51,621	78,471	672,643	643,957	28,686	4.5%			
Pharmacy Rebates	-	30,577	-	29,430	-	-	-	34,011	-	34,659	-	-	128,678	81,552	47,126	57.8%			
Coast to Coast Program	-	75	264	-	154	158	145	161	210	203	188	-	1,557	-	1,557	100.0%			
Stoploss Reimbursements	-	-	-	-	-	19,125	1,084	60	170,686	14,479	244,202	-	449,636	-	449,636	100.0%			
COBRA/Retiree Payments	12,086	16,305	16,687	15,538	14,725	25,575	14,257	12,971	16,851	13,754	16,133	16,018	190,900	180,000	10,900	6.1%			
<b>Total Revenue</b>	<b>315,512</b>	<b>1,047,599</b>	<b>717,035</b>	<b>717,940</b>	<b>697,873</b>	<b>732,566</b>	<b>703,880</b>	<b>1,078,241</b>	<b>880,060</b>	<b>750,345</b>	<b>942,048</b>	<b>1,047,056</b>	<b>9,630,155</b>	<b>8,903,031</b>	<b>727,124</b>	<b>8.2%</b>			
<b>Expenditures</b>																			
Health Insurance	518,000	635,544	780,398	705,875	494,561	705,407	634,485	754,697	907,346	653,623	1,168,382	762,460	8,720,777	7,157,240	(1,563,537)	-21.8%			
Dental Insurance	25,738	41,849	43,028	51,473	32,537	53,452	46,447	59,651	46,823	49,500	52,677	56,071	559,246	583,140	23,894	4.1%			
Broker Fees	-	-	18,250	-	18,250	-	-	18,250	-	-	-	18,250	73,000	73,000	0	0.0%			
Employee Support	1,784	5,868	4,331	3,964	3,963	3,963	3,963	5,945	7,377	8,515	8,505	10,981	69,159	51,833	(17,326)	-33.4%			
Administrative Services	94,961	94,593	93,557	94,687	92,570	95,734	96,027	98,311	95,663	96,322	94,277	95,055	1,141,757	1,102,524	(39,233)	-3.6%			
ACA Fees	-	-	-	11,340	11,340	11,340	11,340	11,340	11,340	15,696	11,340	11,340	106,416	106,380	(36)	0.0%			
Other Purchased Services	-	99	-	471	232	1,375	1,434	-	99	(1,335)	94	99	2,568	11,188	8,620	77.0%			
Other Purchased Services-Wellne	-	-	-	-	-	-	-	-	-	-	-	-	-	313,152	(313,152)	100.0%			
<b>Total Expenditures</b>	<b>640,483</b>	<b>777,953</b>	<b>939,564</b>	<b>867,810</b>	<b>653,453</b>	<b>871,272</b>	<b>793,696</b>	<b>948,195</b>	<b>1,068,648</b>	<b>822,320</b>	<b>1,335,275</b>	<b>954,256</b>	<b>10,672,924</b>	<b>9,398,457</b>	<b>(1,274,467)</b>	<b>-13.6%</b>			
<b>Net Income/ Loss on Self Insured</b>	<b>(324,971)</b>	<b>269,646</b>	<b>(222,529)</b>	<b>(149,870)</b>	<b>44,420</b>	<b>(138,706)</b>	<b>(89,816)</b>	<b>130,047</b>	<b>(188,588)</b>	<b>(71,975)</b>	<b>(393,227)</b>	<b>92,800</b>	<b>(1,042,769)</b>	<b>(495,426)</b>	<b>(547,343)</b>				
<b>Other Insurance</b>																			
<b>Revenue</b>																			
Long Term Disability	8,904	29,353	19,625	19,537	19,536	19,713	19,745	29,554	19,567	19,508	19,216	30,000	254,259	260,000	(5,741)	-2.2%			
Short Term Disability	5,942	19,707	13,103	13,018	13,193	13,387	13,432	20,023	13,231	13,159	13,019	19,990	171,205	173,249	(2,044)	-1.2%			
Life Insurance	8,059	26,775	17,912	17,838	18,031	18,163	18,146	27,332	18,173	18,133	18,023	26,213	232,798	227,177	5,621	2.5%			
<b>Total Revenue</b>	<b>22,905</b>	<b>75,835</b>	<b>50,640</b>	<b>50,393</b>	<b>50,760</b>	<b>51,264</b>	<b>51,323</b>	<b>76,909</b>	<b>50,971</b>	<b>50,800</b>	<b>50,258</b>	<b>76,203</b>	<b>658,262</b>	<b>660,426</b>	<b>(2,164)</b>	<b>-0.3%</b>			
Long Term Disability	20,648	24,298	20,662	20,633	20,705	20,830	20,822	24,116	20,633	20,495	20,484	21,211	255,538	254,532	(1,006)	-0.4%			
Short Term Disability	14,586	14,373	14,334	14,231	14,628	14,504	14,510	14,508	14,417	14,276	14,176	14,515	173,059	174,180	1,121	0.6%			
Life Insurance	21,441	19,520	18,855	19,292	19,830	19,489	19,207	19,929	20,035	19,362	19,703	19,364	236,027	232,368	(3,659)	-1.6%			
<b>Total Expenditures</b>	<b>56,675</b>	<b>58,191</b>	<b>53,851</b>	<b>54,156</b>	<b>55,163</b>	<b>54,824</b>	<b>54,539</b>	<b>58,552</b>	<b>55,086</b>	<b>54,134</b>	<b>54,363</b>	<b>55,090</b>	<b>664,624</b>	<b>661,080</b>	<b>(3,544)</b>	<b>-0.5%</b>			
<b>Net Income/Loss on Fully Insured</b>	<b>(33,770)</b>	<b>17,644</b>	<b>(3,211)</b>	<b>(3,763)</b>	<b>(4,403)</b>	<b>(3,560)</b>	<b>(3,216)</b>	<b>18,357</b>	<b>(4,114)</b>	<b>(3,334)</b>	<b>(4,104)</b>	<b>21,113</b>	<b>(6,362)</b>	<b>(654)</b>	<b>(5,708)</b>				
<b>Total Revenue</b>	<b>338,417</b>	<b>1,123,434</b>	<b>767,675</b>	<b>768,333</b>	<b>748,633</b>	<b>783,830</b>	<b>755,203</b>	<b>1,155,151</b>	<b>931,031</b>	<b>801,145</b>	<b>992,306</b>	<b>1,123,259</b>	<b>10,288,417</b>	<b>9,563,457</b>	<b>724,960</b>	<b>7.6%</b>			
<b>Total Expense</b>	<b>697,158</b>	<b>836,144</b>	<b>993,415</b>	<b>921,966</b>	<b>708,616</b>	<b>926,096</b>	<b>848,235</b>	<b>1,006,747</b>	<b>1,123,734</b>	<b>876,454</b>	<b>1,389,637</b>	<b>1,009,346</b>	<b>11,337,548</b>	<b>10,059,537</b>	<b>(1,278,011)</b>	<b>-12.7%</b>			
<b>Net Income/Loss for the Fund</b>	<b>(358,741)</b>	<b>287,290</b>	<b>(225,740)</b>	<b>(153,633)</b>	<b>40,017</b>	<b>(142,266)</b>	<b>(93,032)</b>	<b>148,404</b>	<b>(192,703)</b>	<b>(75,309)</b>	<b>(397,331)</b>	<b>113,913</b>	<b>(1,049,131)</b>	<b>(496,080)</b>	<b>(553,051)</b>				
<b>Fund Balance Reconciliation:</b>																			
<b>Unreserved Fund Balance - Beginning of Period</b>	1,769,801	1,423,880	1,723,990	1,511,071	1,370,257	1,423,094	1,293,648	1,213,436	1,374,660	1,194,777	1,132,288	747,777	1,769,801	1,769,801					
<b>Net/Income Loss for Month After Use of ERIP/ISRP Reserve</b>	(345,921)	300,110	(212,920)	(140,813)	52,837	(129,446)	(80,212)	161,224	(179,883)	(62,489)	(384,511)	126,733	(895,291)	(342,240)	(553,051)				
<b>End of Month Unreserved</b>	1,423,880	1,723,990	1,511,071	1,370,257	1,423,094	1,293,648	1,213,436	1,374,660	1,194,777	1,132,288	747,777	874,510	874,510	1,427,561	(553,051)				
<b>Reserved Fund Balance - Beginning of Month</b>	1,223,211	1,210,391	1,197,571	1,184,751	1,171,931	1,159,111	1,146,291	1,133,471	1,120,652	1,107,832	1,095,012	1,082,192	1,223,211	1,223,211					
<b>Use of Reserve to Support Retirees</b>	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(153,840)	(153,840)	0				
<b>End of Month Reserved</b>	1,210,391	1,197,571	1,184,751	1,171,931	1,159,111	1,146,291	1,133,471	1,120,652	1,107,832	1,095,012	1,082,192	1,069,372	1,069,372	1,069,372	0				
<b>Total 605 Fund Balance</b>	<b>2,634,272</b>	<b>2,921,562</b>	<b>2,695,822</b>	<b>2,542,189</b>	<b>2,582,206</b>	<b>2,439,940</b>	<b>2,346,908</b>	<b>2,495,312</b>	<b>2,302,609</b>	<b>2,227,300</b>	<b>1,829,968</b>	<b>1,943,882</b>	<b>1,943,882</b>	<b>2,496,933</b>	<b>(553,051)</b>				



# **Cherokee County Board of Commissioners**

## **SPLOST**

August YTD 2014

(Oct 2013 - August 2014)

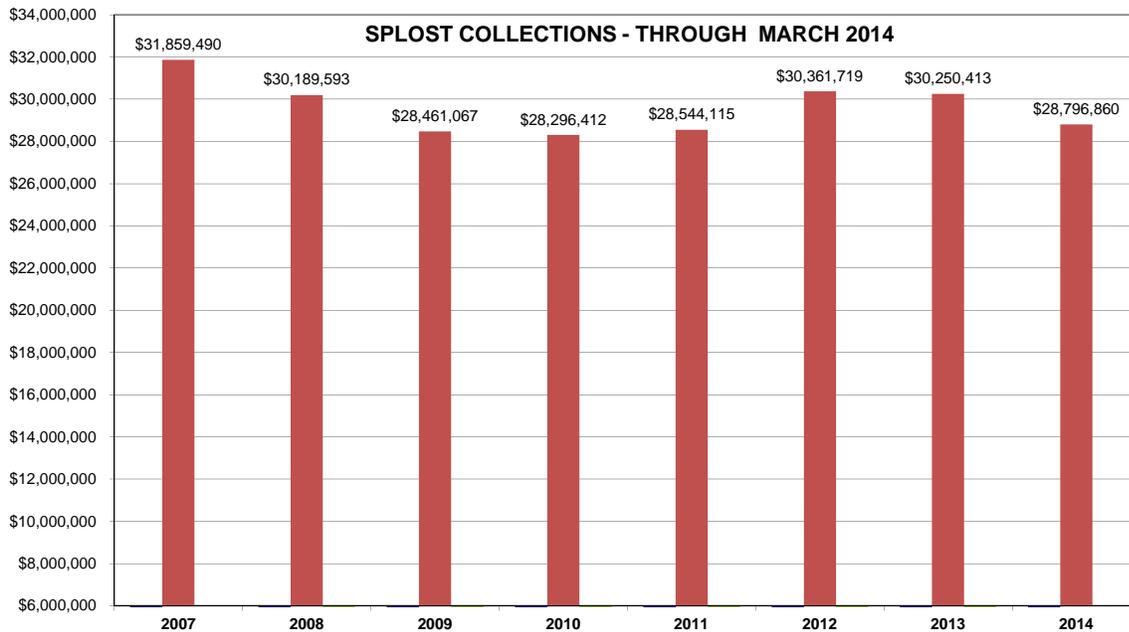


**Cherokee County Board of Commissioners**  
**Special Purpose Local Option Sales Tax**  
**Collections (Cash Basis)**

Month	2007	2008	2009	2010	2011	2012	2013	2014	2014 V 2013	2014 V 2013
									Monthly	YTD
									Change	Change
October	\$2,934,505	\$2,487,172	\$2,368,418	\$2,097,620	\$2,245,568	\$2,473,971	\$2,511,418	\$2,492,507	-0.75%	-0.75%
November	\$3,308,562	\$2,832,020	\$2,676,146	\$2,281,594	\$2,216,790	\$2,329,530	\$2,480,638	\$2,427,594	-2.14%	-1.44%
December	\$1,793,966	\$2,607,489	\$2,089,927	\$2,508,126	\$2,183,967	\$2,312,920	\$2,554,439	\$2,601,793	1.85%	-0.33%
January	\$2,375,013	\$2,275,202	\$2,184,756	\$2,442,747	\$2,769,174	\$3,043,671	\$3,071,304	\$3,175,048	3.38%	0.75%
February	\$2,786,934	\$2,832,505	\$2,782,661	\$2,351,940	\$2,103,267	\$2,361,500	\$2,268,809	\$2,320,262	2.27%	1.01%
March	\$2,612,502	\$1,949,819	\$2,200,228	\$2,112,848	\$2,286,110	\$2,344,087	\$2,562,509	\$2,349,628	-8.31%	-0.53%
April	\$2,368,587	\$2,403,724	\$1,709,507	\$2,481,824	\$2,374,900	\$2,584,770	\$2,424,811	\$2,625,526	8.28%	0.66%
May	\$2,473,392	\$2,686,930	\$3,150,381	\$2,335,399	\$2,342,580	\$2,287,590	\$2,383,336	\$2,608,141	9.43%	1.69%
June	\$3,018,483	\$2,376,300	\$2,216,932	\$2,504,336	\$2,387,757	\$2,818,781	\$2,453,119	\$2,697,269	9.95%	2.59%
July	\$2,824,551	\$2,561,908	\$2,176,242	\$2,336,804	\$2,481,425	\$2,622,218	\$2,426,392	\$2,719,035	12.06%	3.50%
August	\$2,329,878	\$2,714,047	\$2,355,822	\$2,369,606	\$2,590,251	\$2,615,893	\$2,510,500	\$2,780,056	10.74%	4.16%
September	\$3,033,117	\$2,462,477	\$2,550,048	\$2,473,569	\$2,562,326	\$2,566,788	\$2,603,137		0.00%	0.00%
<b>Totals</b>	<b>\$31,859,490</b>	<b>\$30,189,593</b>	<b>\$28,461,067</b>	<b>\$28,296,412</b>	<b>\$28,544,115</b>	<b>\$30,361,719</b>	<b>\$30,250,413</b>	<b>\$28,796,860</b>	<b>-4.81%</b>	<b>0.00%</b>
<b>YOY Change</b>		<b>-5.2%</b>	<b>-5.7%</b>	<b>-0.6%</b>	<b>0.9%</b>	<b>6.4%</b>	<b>-0.4%</b>			

Note: While SPLOST receipts are negatively impacted by the new TAVT fees, the opening of the new Outlet Mall seems to be offsetting the loss of motor vehicle sales taxes.  
 The FY2014 monthly SPLOST Budget = \$2.48M, and Actual = \$2.62M.

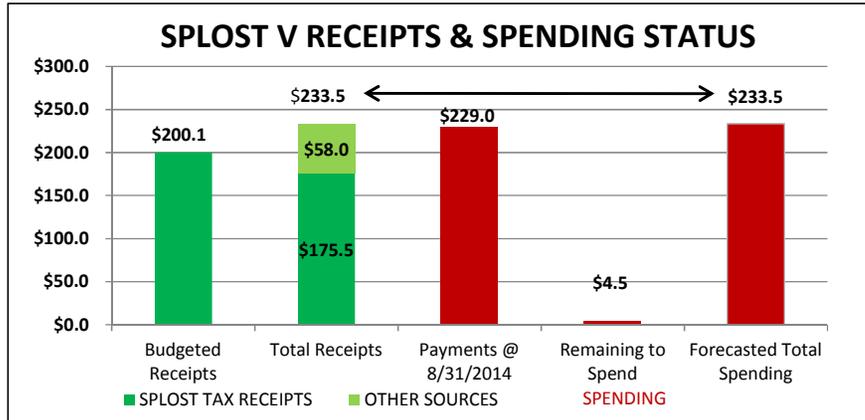
PRIOR YEARS RESTATED TO SHOW COMPARABLE PERIODS (OCT X1 - SEPT X2)



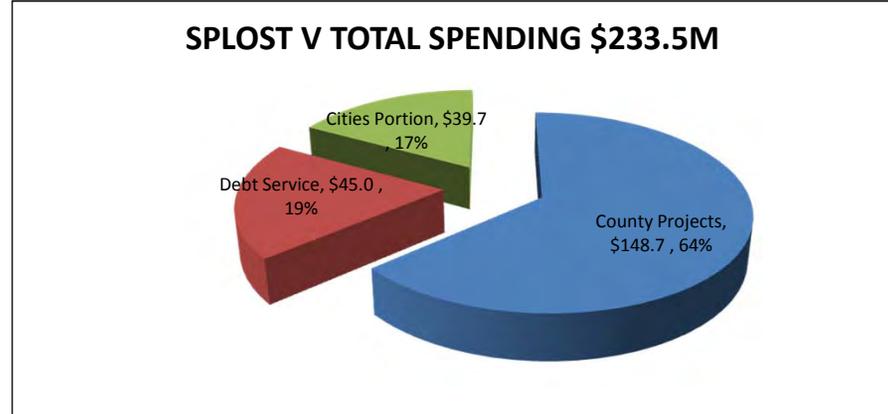


# SPLOST V AUGUST 2014 SPENDING & REMAINING FORECAST

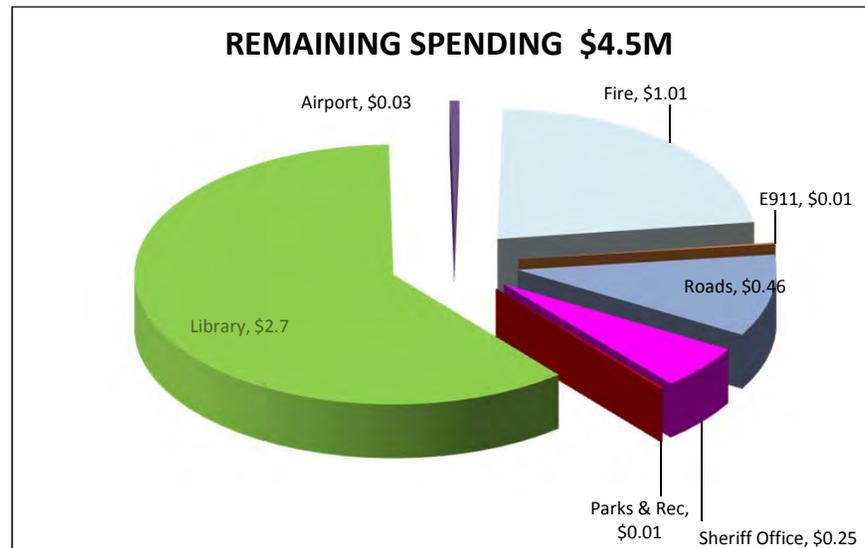
We received less funding from SPLOST taxes, but we intend to spend every bit...



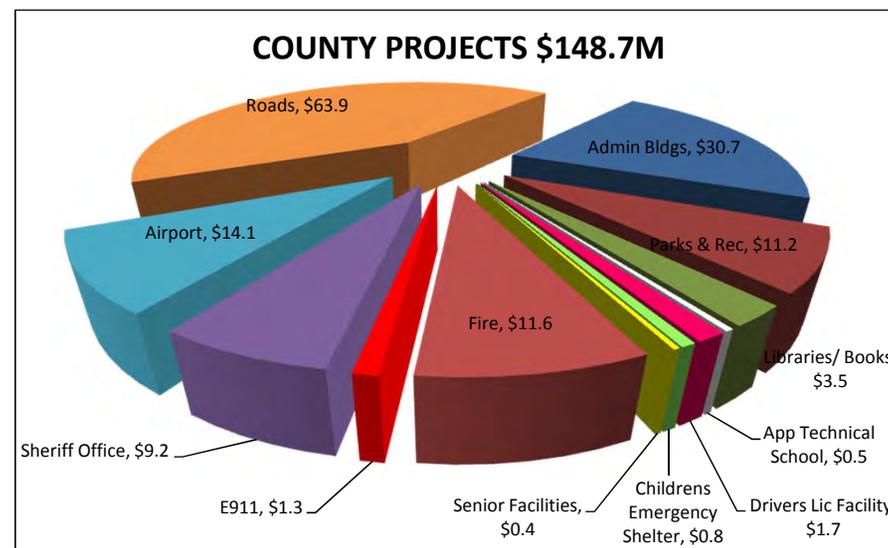
The total expected funding is planned to be spent in the following major buckets...



The remaining funding is allocated to be spent in the following categories....



By the time SPLOST V is completed the County's project spending is forecast to be spent on....



**Bottom Line:** We collected \$24.6M less in SPLOST taxes as compared to the Original Budget which represents a 12.3% decrease. However by shifting funds to cover priorities, the County will still meet its obligation to complete the categories approved by taxpayers.



# SPLOST V

## REMAINING SPENDING BY CATEGORY/PROJECT

<b>Roads &amp; Bridges</b>	
Roads/Engineering Budget	456,946
	456,946

<b>Parks &amp; Recreation</b>	
Hobgood Phase II	5,766
Misc Park Funding	-
	5,766
*Note: \$1M from Parks/City Club to Fire 6.21.13	

<b>Communications</b>	
E911 Mandate	9,052
	9,052

<b>Airport</b>	
Expansion	26,831
	26,831

<b>Library Facilities &amp; Books</b>	
Books/Capital 2013	1,270,059
* Library facilities (2014+)	1,448,994
	2,719,053
Note: Parks returned \$500k once location changed	

<b>Fire</b>	
Training Facility	38,896
Kronos/Time Keeping System	116,422
Stations/Facilities/Equip/Vehicles	856,958
	1,012,276
*Note: \$500k transferred to Parks 2.21.11	
*Note: \$1M transferred from Parks/City Club 6.21.13	

<b>Sheriff Office</b>	
Training Facility /Other	248,022
	-
	248,022

<b>Remaining SPLOST By Category</b>	
	<b>2014+</b>
County Projects	4,477,946
County Debt	-
Cities	-
<b>TOTAL</b>	<b>4,477,946</b>

**BASED ON SPENDING AS OF AUGUST 31, 2014**

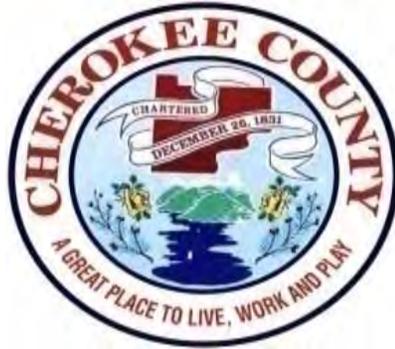
*Note: The remaining balances only reflect what has not been paid via invoice; amounts committed by official PO or tentative project plans are excluded. We are in the process of developing new reporting for SPLOST 2012 to reflect the balance that is truly available/unencumbered.*

**BOTTOM LINE: PROJECT OWNERS SHOULD REVIEW THEIR CATEGORIES/PROJECTS FOR FINAL AMOUNTS AVAILABLE FOR PROJECTS IN SPLOST V.**

CHEROKEE COUNTY BOARD OF COMMISSIONERS  
 SPLOST 2012 PROJECTS  
 SPENT/ENCUMBERED TO DATE  
 AUGUST 2014

Report Printed: August 31, 2014

DEPARTMENT	PROJECT	ORIGINAL BUDGET	REVISED BUDGET	OTHER FUNDING SOURCES	SPLOST BUDGET TO DATE	SPENDING/POs TO DATE	REMAINING BUDGET - 2014	REMAINING BUDGET - TOTAL
Level One/Two Projects	Jail Expansion/Enhancements	19,000,000	19,000,000		-	-	-	19,000,000
	Training Facility Expansion-Sheriff	1,500,000	1,500,000	379,662	1,500,000	1,879,609	53	53
	Training Facility Expansion-Fire	1,500,000	1,500,000		1,500,000	1,479,852	20,148	20,148
	ALS Units (Ambulances)	2,000,000	2,000,000		880,000	585,676	294,324	1,414,324
	Animal Shelter Renovation	1,000,000	1,250,000		1,250,000	160	1,249,840	1,249,840
	<b>LEVEL ONE/TWO TOTAL</b>	<b>25,000,000</b>	<b>25,250,000</b>	<b>379,662</b>	<b>5,130,000</b>	<b>3,945,297</b>	<b>1,564,365</b>	<b>21,684,365</b>
Sheriff	SHERIFF PATROL VEHICLES	2,500,000	2,500,000		833,333	832,942	391	1,667,058
Marshal	Animal Control Vehicles	200,000	200,000		128,266	124,793	3,473	75,207
	Marshal Patrol Vehicles	200,000	200,000		99,600	98,612	988	101,388
	<b>MARSHAL TOTAL</b>	<b>400,000</b>	<b>400,000</b>	<b>-</b>	<b>227,866</b>	<b>223,405</b>	<b>4,461</b>	<b>176,595</b>
E-911	<b>E911 TOTAL</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>-</b>	<b>1,041,264</b>	<b>741,264</b>	<b>300,000</b>	<b>758,736</b>
	<b>TOTAL LAW ENFORCEMENT</b>	<b>4,400,000</b>	<b>4,400,000</b>	<b>-</b>	<b>2,102,463</b>	<b>1,797,611</b>	<b>304,852</b>	<b>2,602,389</b>
Judicial Services	Court House Expansion	1,450,000	1,450,000	-	4,330	13,218	(8,888)	1,436,782
Fire/EMS	Fire Stations	4,250,000	4,250,000		2,000,000	21,475	1,978,525	4,228,525
	Ladder & Equipment	1,000,000	1,000,000		-	-	-	1,000,000
	Engines & Equipment	2,000,000	2,000,000		1,200,000	1,085,060	114,940	914,940
	<b>FIRE/EMS TOTAL</b>	<b>7,250,000</b>	<b>7,250,000</b>	<b>-</b>	<b>3,200,000</b>	<b>1,106,535</b>	<b>2,093,465</b>	<b>6,143,465</b>
Senior Center	Senior Center Facilities	1,500,000	1,500,000		-	-	-	1,500,000
	<b>SENIOR CENTER TOTAL</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,500,000</b>
	<b>TRANSPORTATION</b>	<b>93,450,000</b>	<b>93,450,000</b>	<b>9,849,801</b>	<b>31,883,834</b>	<b>25,496,041</b>	<b>16,237,594</b>	<b>77,803,760</b>
Other	Economic Development							
	- Sewer System Improvements	3,750,000	750,000		-	-	-	750,000
	- Debt Service	-	-		524,693	513,088	11,605	(513,088)
	- Other Econ Dev Projects	-	3,000,000		1,600,000	1,500,629	99,371	1,499,371
	<b>ECONOMIC DEVELOPMENT TOTAL</b>	<b>3,750,000</b>	<b>3,750,000</b>	<b>-</b>	<b>2,124,693</b>	<b>2,013,717</b>	<b>110,976</b>	<b>1,736,283</b>
	Library Facilities	2,500,000	2,500,000		-	-	-	2,500,000
	Cities Distributions/Projects	46,190,264	46,190,264		16,849,600	16,036,530	813,070	30,153,734
	<b>TOTAL SPLOST</b>	<b>185,490,264</b>	<b>185,740,264</b>	<b>10,229,463</b>	<b>61,294,921</b>	<b>50,408,949</b>	<b>21,115,435</b>	<b>145,560,778</b>



# Cherokee County Board of Commissioners

RFP Pipeline  
as of September 26, 2014



# RFP PIPELINE

NAME (RFP/Q #)	AGENCY/ DEPT (PM)	RFP ISSUED Y/N	BIDS RECEIVED Y/N	ANTICIPATED CONTRACT TO BOC	\$ Level Significance (FUNDING SOURCE)	COMMENTS
Asphalt (2014-36)	Roads & Bridges (C. Harden)	Y	Y	10/21/14	\$ Moderate (SPLOST)	-Reviewing pricing
Banking Services (2014-46)	Finance (J. Funk)	Y	Y	10/21/14	\$ Low (Operations)	-Fees dependent on balance
East Park – A/E & Master Planning (2014-53)	Capital Projects (B. Echols)	Y	Y	9/23/14	\$ Mod (Parks Bond)	- \$557,000 total fee
Advertising for CATS Buses (2014-55)	Public Works (G. Morton)	Y	Y	Q1 FY15	\$ Low (Revenue)	-Revenue to support Transportation Fund 240
Fire Scheduling Software (2014-63)	Fire/ES (S. West)	Y	Y	10/21/14	\$ Low (still determining funding source)	
Fire Training Management Software (2014-64)	Fire/ES (S. Gibbs)	N	N	Q2 FY15	\$ Low (still determining funding source)	-Software for managing Training/Certifications -Pending Scheduling Software deployment



# RFP PIPELINE

NAME (RFP/Q #)	AGENCY/ DEPT (PM)	RFP ISSUED Y/N	BIDS RECEIVED Y/N	ANTICIPATED CONTRACT TO BOC	\$ Level Significance (FUNDING SOURCE)	COMMENTS
Senior Center Food Service Provider (2014-72)	Senior Services (N. Brandon)	Y	Y	10/7/14	\$ Mod (Grant/Ops)	-Provider for meals on wheels and congregate foods
Ambulances (2014-78)	Fire/ES (Chief West)	Y	10/3/2014	11/4/2014	\$ High (SPLOST 2012)	-Purchase 4 ambulances at contract award and 2 ambulances per year over the next 3 years
Tree Harvesting at Airport (2014-81)	Engineering (G. Morton)	N	N	Q1 FY15	\$ Low (Revenue)	-Harvesting trees at airport property to clear runway obstructions
ADC Kitchen Flooring (2014-82)	ADC (S. Fulford)	9/26	10/10/14	10/21/14	\$ Low (Jail Fund)	-Remove existing flooring and replace with porcelain tile
Fire Apparatuses (2014-83)	Fire/ES (D. Tilson)	N	N	Q1 FY15	\$ High (SPLOST, Reserves, Volunteer Contributions)	-Purchase one Aerial Platform Apparatus (Ladder Truck) -Purchase four Rescue Pumps
Cardiac Monitor Equipment & Supplies (2015-xx)	Fire/ES (W. White)	N	N	Q1 FY15	\$ Low (Operations)	-Awaiting parts list from Fire/ES



# Cherokee County Board of Commissioners

## Headcount

AUGUST YTD 2014

(Oct 2013 - August 2014)



**Cherokee County Board of Commissioners  
Average Active County Headcount Report - All Funds  
(Based on Payroll Periods from 10/18/2013 to 8/30/2014)**

		Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
<b>GENERAL FUND</b>											
<b>GENERAL SERVICES</b>											
	11110000	BOARD OF COMMISSIONERS	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	11130000	COUNTY CLERK	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	11320000	COUNTY MANAGER	3.24	3.50	0.30	1.00	0.22	0.00	0.00	0.00	0.00
1	11400000	ELECTIONS	6.87	7.00	1.87	2.00	32.13	1.00	2.17	5.00	0.00
	11530000	COUNTY ATTORNEY	0.24	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	11540000	HUMAN RESOURCES	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	11545000	TAX COMMISSIONER	24.17	26.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00
	11550000	TAX ASSESSOR	29.74	30.00	1.00	1.00	0.00	0.00	2.65	13.00	0.00
	13700000	CORONER	1.00	1.00	1.91	2.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL GENERAL SERVICES</b>			<b>75.26</b>	<b>78.00</b>	<b>5.09</b>	<b>6.00</b>	<b>32.35</b>	<b>3.00</b>	<b>4.83</b>	<b>18.00</b>	<b>0.00</b>
<b>SUPPORT SERVICES</b>											
	11510000	FINANCE	6.96	6.96	0.00	0.00	1.00	1.00	0.00	0.00	0.00
	11517000	PURCHASING	3.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	11535000	INFORMATION TECHNOLOGY SYSTEMS	11.43	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL SUPPORT SERVICES</b>			<b>21.39</b>	<b>21.96</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>JUDICIAL SERVICES</b>											
	12100000	COURT ADMINISTRATION	7.57	8.00	15.91	16.00	0.00	0.00	0.00	0.00	0.00
	12150000	SUPERIOR COURT	5.78	6.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00
	12165000	INDIGENT DEFENSE	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	12180000	CLERK OF SUPERIOR COURT	50.74	50.00	7.78	8.00	3.74	3.00	0.00	0.00	0.00
	12181000	BOARD OF EQUALIZATION	0.00	0.00	0.00	0.00	0.00	0.00	1.91	15.00	0.00
12	12200000	DISTRICT ATTORNEY	23.04	23.00	1.00	1.00	0.00	0.00	0.00	0.00	10.00
	12300000	STATE COURT	7.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	12310000	STATE COURT SOLICITOR	22.83	23.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00
	12400000	MAGISTRATE COURT	2.00	2.00	4.26	7.00	0.00	0.00	0.00	0.00	0.00
	12450000	PROBATE COURT	8.87	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	12600000	JUVENILE COURT	6.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



**Cherokee County Board of Commissioners  
Average Active County Headcount Report - All Funds  
(Based on Payroll Periods from 10/18/2013 to 8/30/2014)**

	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
<b>TOTAL JUDICIAL SERVICES</b>	137.83	139.00	30.96	34.00	3.74	3.00	1.91	15.00	13.91	16.00
<b>LAW ENFORCEMENT</b>										
13222000 VICE CONTROL	10.43	10.00	0.00	0.00	0.00	0.00	0.00	0.00	1.74	2.00
13310000 LAW ENFORCEMENT ADMINISTRATION	19.65	19.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13321000 CRIME AND INVESTIGATION	27.91	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13322000 MAJOR CRIMES UNIT	8.83	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13323000 UNIFORM PATROL	114.04	119.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13340000 SHERIFF TRAINING DIVISION	8.48	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13360000 COURT SERVICES	53.17	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13390000 SHERIFF INTERNAL AFFAIRS	2.91	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13391000 SHERIFF CROSSING GUARDS	0.00	0.00	10.74	14.00	0.00	0.00	0.00	0.00	0.00	0.00
13420000 ADULT CORRECTIONAL INSTITUTE	128.87	137.00	3.13	5.00	0.00	0.00	0.00	0.00	0.00	0.00
13920000 EMERGENCY MANAGEMENT	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>3 TOTAL LAW ENFORCEMENT</b>	<b>375.30</b>	<b>392.00</b>	<b>14.87</b>	<b>20.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.74</b>	<b>2.00</b>
<b>PUBLIC WORKS</b>										
11565000 PROPERTY MANAGEMENT	7.35	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PUBLIC WORKS</b>	<b>7.35</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>COMMUNITY SERVICES</b>										
14540000 RECYCLABLES COLLECTION	1.01	1.01	3.48	4.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL COMMUNITY SERVICES</b>	<b>1.01</b>	<b>1.01</b>	<b>3.48</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL GENERAL FUND</b>	<b>618.14</b>	<b>639.97</b>	<b>54.39</b>	<b>64.00</b>	<b>37.09</b>	<b>7.00</b>	<b>6.74</b>	<b>33.00</b>	<b>15.65</b>	<b>18.00</b>
<b>OTHER FUNDS</b>										
<b>INSURANCE PREMIUM</b>										
<b>4 21516000 DEVELOPMENT SERVICES CENTER</b>	<b>4.33</b>	<b>4.00</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21536000 GIS/MAPPING	3.87	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23910000 ANIMAL CONTROL	5.64	6.07	0.00	0.00	0.00	0.00	0.43	5.00	0.00	0.00
24100000 ROADS AND BRIDGES	34.57	35.00	0.00	0.00	3.96	10.00	0.00	0.00	0.00	0.00



**Cherokee County Board of Commissioners  
Average Active County Headcount Report - All Funds  
(Based on Payroll Periods from 10/18/2013 to 8/30/2014)**

	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
<b>24252000 STORMWATER MGT ENGINEERING</b>	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>24270000 ENGINEERING DEVELOPMENT SERVIC</b>	3.00	3.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>24271000 ENGINEERING</b>	4.07	4.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>27110000 CONSERVATION ADMINISTRATION</b>	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>27220000 BUILDING INSPECTIONS</b>	6.67	7.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>27410000 PLANNING AND LAND USE</b>	5.00	5.00	0.00	0.00	0.00	0.00	4.43	14.00	0.00	0.00
<b>27451000 CODE ENFORCEMENT</b>	9.54	10.22	0.00	0.00	0.00	0.00	0.00	7.00	0.00	0.00
<b>TOTAL INSURANCE PREMIUM</b>	<b>81.68</b>	<b>83.39</b>	<b>0.00</b>	<b>1.00</b>	<b>3.96</b>	<b>10.00</b>	<b>4.87</b>	<b>26.00</b>	<b>0.00</b>	<b>0.00</b>
<b>DUI COURT</b>										
<b>22320000 DUI COURT</b>	1.50	0.50	0.85	0.50	0.00	0.00	0.00	0.00	0.00	0.00
<b>5 TOTAL DUI COURT</b>	<b>1.50</b>	<b>0.50</b>	<b>0.85</b>	<b>0.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>DRUG ACCOUNTABILITY COURT</b>										
<b>22151000 DRUG COURT</b>	2.00	2.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL DRUG ACCOUNTABILITY COURT</b>	<b>2.00</b>	<b>2.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FIRE FUND</b>										
<b>23510000 FIRE ADMINISTRATION</b>	12.00	12.00	0.91	2.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>23515000 FIRE MARSHAL</b>	3.37	3.50	0.00	1.00	0.00	0.00	0.00	4.00	0.00	0.00
<b>23520000 FIRE FIGHTING</b>	199.35	209.00	9.13	19.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>23530000 FIRE PREVENTION</b>	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>23535000 FIRE INFORMATION TECHNOLOGY</b>	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>23540000 FIRE TRAINING</b>	4.00	4.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL FIRE FUND</b>	<b>222.72</b>	<b>232.50</b>	<b>11.04</b>	<b>23.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>
<b>E-911</b>										
<b>23800000 EMERGENCY 911 TELEPHONE FUND</b>	47.35	48.50	6.57	9.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL E-911</b>	<b>47.35</b>	<b>48.50</b>	<b>6.57</b>	<b>9.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>ANIMAL SERVICES</b>										
<b>6 23911000 ANIMAL SHELTER</b>	15.33	15.20	1.78	2.00	0.00	0.00	0.00	0.00	0.00	0.00



**Cherokee County Board of Commissioners**  
**Average Active County Headcount Report - All Funds**  
 (Based on Payroll Periods from 10/18/2013 to 8/30/2014)

	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
<b>TOTAL ANIMAL SERVICES</b>	<b>15.33</b>	<b>15.20</b>	<b>1.78</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>SENIOR SERVICES</b>										
25521000 SENIOR SERVICES FUND	14.30	14.00	6.30	9.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>9 TOTAL SENIOR SERVICES</b>	<b>14.30</b>	<b>14.00</b>	<b>6.30</b>	<b>9.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TRANSPORTATION</b>										
25541000 TRANSPORTATION SERVICES	12.15	12.15	3.74	4.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL TRANSPORTATION</b>	<b>12.15</b>	<b>12.15</b>	<b>3.74</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PARKS &amp; REC</b>										
26110000 PARKS AND RECREATION ADMIN	2.75	2.75	3.91	4.00	0.00	0.00	0.22	5.00	0.00	0.00
26120000 PARKS AND RECREATION PROGRAMS	3.00	3.00	4.17	13.00	3.83	17.00	0.00	0.00	0.00	0.00
26124000 AQUATIC CENTER	4.78	5.00	24.26	27.00	39.17	58.00	0.00	0.00	0.00	0.00
26130000 PARKS AND RECREATION ATHLETICS	5.78	6.00	9.39	17.00	13.87	46.00	0.00	0.00	0.00	0.00
26220000 PARKS AND REC MAINTENANCE	14.71	14.75	3.22	5.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PARKS &amp; REC</b>	<b>31.02</b>	<b>31.50</b>	<b>44.96</b>	<b>66.00</b>	<b>56.87</b>	<b>121.00</b>	<b>0.22</b>	<b>5.00</b>	<b>0.00</b>	<b>0.00</b>
<b>REC CONSTRUCTION</b>										
36180000 RECREATION FACILITIES	2.85	2.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REC CONSTRUCTION</b>	<b>2.85</b>	<b>2.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>COMMUNITY DEVELOPMENT</b>										
27340000 COMMUNITY DEVELOPMENT	2.34	2.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>2.34</b>	<b>2.34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>SPLOST</b>										
34215000 ENGINEERING/SPLOST VI	2.63	3.60	1.30	3.00	0.00	0.00	0.00	0.00	0.00	0.00
34216000 ROADS & BRIDGES/SPLOST VI	30.48	32.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL SPLOST</b>	<b>33.11</b>	<b>35.60</b>	<b>2.30</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>EMS</b>										
53630000 EMS OPERATIONS	56.30	60.00	2.04	5.00	0.00	0.00	0.00	0.00	0.00	0.00



**Cherokee County Board of Commissioners  
Average Active County Headcount Report - All Funds  
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	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
<b>TOTAL EMS</b>	<b>56.30</b>	<b>60.00</b>	<b>2.04</b>	<b>5.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FLEET</b>										
61595000 FLEET MAINTENANCE	9.96	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL FLEET</b>	<b>9.96</b>	<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>GRANTS</b>										
8 22310000 SOLICITOR GRANTS	0.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22320000 DUI COURT	0.50	0.50	0.46	0.50	0.00	0.00	0.00	0.00	0.00	0.00
7 23920555 EMERGENCY MANAGEMENT	0.04	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
25436555 OTHER ASSISTANCE	4.30	5.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL GRANTS</b>	<b>5.28</b>	<b>5.50</b>	<b>1.46</b>	<b>2.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>V/W FUND</b>										
22200000 FAMILY COURT	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL V/W FUND</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>INSURANCE AND BENEFITS FUND</b>										
61595555 INSURANCE AND BENEFITS FUND	1.26	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 <b>TOTAL INSURANCE AND BENEFITS FUND</b>	<b>1.26</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OTHER FUND</b>										
21514000 IMPACT FEE EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.22	10.00	0.00	0.00
<b>TOTAL OTHER FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.22</b>	<b>10.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL OTHER FUNDS</b>	<b>540.16</b>	<b>558.03</b>	<b>83.04</b>	<b>128.00</b>	<b>60.83</b>	<b>131.00</b>	<b>5.30</b>	<b>45.00</b>	<b>0.00</b>	<b>0.00</b>



**Cherokee County Board of Commissioners  
Average Active County Headcount Report - All Funds  
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	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
<b>GRAND TOTAL</b>	<b>1158.30</b>	<b>1198.00</b>	<b>137.43</b>	<b>192.00</b>	<b>97.91</b>	<b>138.00</b>	<b>12.04</b>	<b>78.00</b>	<b>15.65</b>	<b>18.00</b>

**NOTES -**

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

**Actual Number of Budget Board members is 78, but if not paid, then they will not be reflected on the report.**

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

2014 Explanation of Headcount Variances:

- 1) Election Poll Workers are budgeted as 1 seasonal position because it is difficult to predict how many headcount will actually be needed. However, the average poll worker works~5 days a year. The Elections Department is responsible for managing FT and PT positions and the total payroll costs to budget, regardless of the numbers of actual *poll workers*.
- 2) Temporary unbudgeted position(s) utilized to provide FMLA coverage for the department. Costs to be absorbed by reducing other costs in the budget, no net increase to department costs.
- 3) Employees frequently move between divisions and there is attrition throughout the year. The Sheriff Office manages to the overall headcount budget.
- 4) Position moved from Building Insp to DSC after headcount published. Variances in two departments offset, net zero impact to headcount.
- 5) Position moved from State Court to DUI Court after headcount published. Variances in two departments offset, net zero impact to headcount.
- 6) Temporary assignment of two employees in one position to provide coverage for an employee out on Workers Comp.
- 7) Void/Reissue of previous year CERT pay.
- 8) Approved Victim Witness Advocate position after budget published. Costs covered by new grant, no net increase in costs to the County.
- 9) 1 new FT position created by eliminating 2 PT positions. Small net increase in costs to the County.
- 10) Seasonal PT Intern Position funded by ACCG grant; no net increase in costs to the County.
- 11) New FT Wellness Program coordinator position created after headcount published. Cost covered by CHN costs budgeted but not paid.
- 12) Temporary assignment of two employees in one position to provide coverage for an employee out on Military leave.

Whereas, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

Whereas, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marine of the Marine Corps League to foster a healthy, drug-free lifestyle; and

Whereas, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

Whereas, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

Whereas, October 23 to 31, 2014 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

**Now, Therefore, I, L.B. "Buzz" Ahrens, Chairman, on behalf of the Cherokee County Board of Commissioners, do hereby proclaim October 23<sup>rd</sup> to 31<sup>st</sup> as**

## **RED RIBBON WEEK**

in Cherokee County and urge all citizens to join me in this special observance.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

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L.B. "Buzz" Ahrens, Chairman



## 2014 ELECTION DATES

2014 ELECTION DATES				
July 22, 2014 PRIMARY ELECTION RUNOFF Registration Deadline 4/21/2014	VOTING DATES		TIMES	LOCATIONS
Early Voting	Week of 6/30 – 7/3 <span style="color: red;">(Closed Fri, July 4)</span>	Mon-Thurs	8:30 – 5:00	One location ONLY: Cherokee County Elections Office
Early Voting	Week of 7/7 – 7/11	Mon-Fri	8:30 – 5:00	One location ONLY: Cherokee County Elections Office
Early/Advance Voting	Week of 7/14 – 7/18	Mon-Fri	8:30 – 5:00	One location ONLY: Cherokee County Elections Office
Election Day	7/22	Tuesday	7:00 – 7:00	All County Precincts Open <small>You must vote at your assigned precinct on Election Day</small>
NOVEMBER, 2014 GENERAL ELECTION Registration Deadline 10/6/2014	VOTING DATES		TIMES	LOCATIONS
Early Voting	10/13 - 10/17	Mon-Fri	8:30 – 5:00	One location ONLY: Cherokee County Elections Office
Early Voting	10/20-10/24	Mon-Fri	8:30 – 5:00	One location ONLY: Cherokee County Elections Office
Saturday Voting	10/25	Saturday	8:30 – 4:00	<u>5 Locations</u> Cherokee Cty Elections Office and the following public libraries: Hickory Flat, Woodstock, Rose Creek, Ball Ground
Advance Voting	10/27- 10/31	Mon-Fri	8:30 – 7:00	<u>5 Locations</u> Cherokee Cty Elections Office and the following public libraries: Hickory Flat, Woodstock, Rose Creek, Ball Ground
Election Day	11/4	Tuesday	7:00 – 7:00	All Precincts Open <small>You must vote at your assigned precinct on Election Day</small>
General Election Runoff <i>(if needed)</i> general/special runoff for <span style="color: red;">STATE &amp; LOCAL offices only</span>	12/2	Tuesday	7:00 – 7:00	All Precincts Open <small>You must vote at your assigned precinct on Election Day</small>
General Election Runoff <i>(if needed)</i> general/special runoff for <span style="color: red;">FEDERAL offices only</span>	1/6/2015	Tuesday	7:00 – 7:00	All Precincts Open <small>You must vote at your assigned precinct on Election Day</small>



# Cherokee County Board of Commissioners WORK SESSION MINUTES

**October 7, 2014**

**3:00 p.m. | Cherokee Hall**

The Chairman began at 3:08 p.m. with Chairman Ahrens and Commissioners Johnston, Gunnin, and Nelms present. The Chairman began by reading an excerpt from Mac Anderson's "Essence of Leadership" regarding success and leading with integrity.

Note: County Attorney, Angie Davis and Commissioner Poole were running late and both arrived by 3:30.

## **1. Discussion of Regular Agenda Items.**

The Chairman mentioned that the FY2015 Budget would be up for approval during the Regular Meeting. He stated there were some changes made to the budget and asked Mr. Cooper to review them. Mr. Cooper went over the changes. The Tax Assessor's Office will be adding a position; the airport was awarded a grant for the taxiway project and will also move forward with maintenance for hangars; and court reporters will be salaried versus being paid for transcripts which will save the County money. Chairman Ahrens asked how the court reporter change came about. Mr. Cooper replied that the Judicial Council had a hearing and our circumstances prompted them to move in that direction. Commissioner Johnston confirmed that this was a statewide change. He asked about storage hangars at the airport and Mr. Cooper responded that those will be privately funded. Mr. Cooper further stated that our funds will go to preparing the site for the new maintenance hangar.

Mr. Cooper went on to state that changes in the budget were also made regarding certified officers in the DA's Office and Solicitor General's Office to receive a 10% increase.

## **ANNOUNCEMENTS**

1. Atlanta Regional Commission (ARC) creating a Regional Strategic Plan for Aging Services: October 14, 10 a.m. to noon, City Center Woodstock, 8534 Main Street.

2. Early voting for 2014 general election begins Monday, October 13<sup>th</sup>.
3. ARC 2015 Arts Leaders of Metro Atlanta.

## **ZONING CASES**

1. Consider R-80 residential subdivision planning using Conservation Design Community.

Mr. Jeff Watkins began by briefly explaining the Conservation Ordinance process for R-80 and AG. He stated the 30-day public comment period ran from August 30<sup>th</sup> to September 30<sup>th</sup> and the actual plan is to be placed on the next meeting agenda for the Board to approve. A public participation meeting and posting on the property has been done. This project is about 55 acres and involves 30 lots on R-80 property on Lower Birmingham Road. Mr. Watkins added that 27 acres is 40% greenspace and the average lot size is about 35,900 square feet. The Chairman asked about the most recent R-80/AG Conservation Design. Mr. Watkins recalled the area of Fincher Road at Sutallee. Commissioner Johnston asked about the minimum lot size for R-80. Mr. Watkins replied about an average of 24,000 square feet. (Note that during the regular meeting Mr. Watkins corrected the amount of square feet to be 32,000). Commissioner Gunnin commented that he had not received feedback about this from anyone. Chairman Ahrens asked who the developer is for the neighborhood. Mr. Watkins responded that it is KM Homes.

## **CHAIRMAN**

- A. Discussion on 2015 BOC Meeting Dates.

The Chairman asked County Clerk, Christy Black, if there were any conflicts with the meeting dates. Ms. Black stated that one of the February meetings falls on the same week as mid-winter break for the schools. The Chairman suggested leaving the meeting calendar as is for now.

## **CONSENT AGENDA**

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

- 1.1 Consider approval to surplus and recycle old workstations and printers that are in poor repair at Roads and Bridges.
- 1.2 Consider 5-year lease with the Historical Society for 3,683 square feet of space located in the Historic Courthouse.

Mr. Cooper added that it includes the museum space on the ground floor, their offices and storage on the third floor, and the old jail on the fourth floor. Their hours of operation are Monday through Friday, 8 a.m. to 5 p.m. and Saturday, 10 a.m. to 3 p.m. They are aware of the security requirements.

## **COUNTY MANAGER**

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

- 2.1 Consider adoption of the FY2015 Annual Budget.

Mr. Cooper stated that it is a \$195.69M budget. It is about \$5M more than previously shared due to the changes Mr. Cooper presented earlier. Commissioner Johnston asked if there was a specific resolution. Mr. Cooper replied that there will be the traditional ordinance that identifies it by fund and is included in the agenda packets.

- 2.2 Approve County standard Professional Service Agreement (PSA) to Focus Counseling & Training, Inc. in the amount of \$232,000.00 for four (4) years (\$58,000 per year) for the continuation of grant requiring Seven Challenges Therapy for the Juvenile Court, contingent upon annual state funding.
- 2.3 Consider acceptance of Victims of Crime Act (VOCA) Award for the DA's Office in the amount of \$87,397.00. The required match of \$21,849.00 is satisfied with existing personnel and no new County funds are required.
- 2.4 Consider approval of Contribution Agreement with Georgia Association of Conservation District Supervisors (GACDS) in the annual amount of

\$17,238.50 for the cost share of the County's Conservation Administration Office.

- 2.5 Authorize first renewal of Food Services Agreement to Trinity Food Services Group, Inc. for County fiscal year 2015 (October 1, 2014 to September 30, 2015). There is no increase over last year's contract.
- 2.6 Authorize second renewal of Commissary Services Agreement to A&S Commissary Services, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015). A&S pays the County 34% of gross sales at the adult detention center which totals approximately \$294,818.00 per year.
- 2.7 Authorize second renewal of Inmate Telephone Location Agreement to Consolidated Telecom, Inc. for County fiscal year 2015 (October 1, 2014 to September 30, 2015). Consolidated pays the County 68% commission of phone receipts by inmates and 33% of video visitation receipts.
- 2.8 Authorize first renewal of Inmate Health Services Agreement to Correct Health of Cherokee, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015) in the total amount of \$1,891,213.00 plus per diem if maximum inmate population exceeded. No increase in contract price.
- 2.9 Consider lease agreement to use Cherokee Charter Academy Gym for Cherokee Youth Basketball (CYB) practices and games during the 2014-2017 seasons.
- 2.10 Consider approval of Construction Services Agreements for Justice Center Renovations to Latimer Construction in the amount of \$18,408.00 and to IDS, Inc., in the amount of \$6,035.00.
- 2.11 Consider approval of changes in the activities covered under the CDBG 2010, 2011, 2013, and 2014 Annual Action Plans.
- 2.12 Consider three-year agreement with Project Open Hand of Atlanta in the amount of \$185,489.79 per year for the ARC Grant funded meals program at the Senior Center.

## **ADJOURN**

Hearing no further items, Commissioner Johnston made a motion to adjourn to Executive Session at 3:30 p.m. to discuss property acquisition and deposition, personnel matters, pending or threatened litigation. Commissioner Gunnin seconded and the motion was unanimously approved.



# Cherokee County Board of Commissioners MINUTES

October 7, 2014  
Regular Meeting  
CHEROKEE HALL 6:00 PM

## **INVOCATION**

Kendall Jones of MUST Ministries gave the invocation.

After the invocation the Chairman asked for a moment of silence in memory of Woodstock City Council Member Tessa Basford who succumbed to cancer.

## **PLEDGE OF ALLEGIANCE**

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

Chairman Ahrens led the Pledge of Allegiance.

## **CALL TO ORDER**

## **CHAIRMAN AHRENS**

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

## **RATIFY CLOSURE OF EXECUTIVE SESSION**

Chairman Ahrens called for a motion to ratify closure of Executive Session at 5:10 p.m.

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

## **PROCLAMATION**

Fellowship of Christian Athletes Day, October 8, 2014.

Commissioner Nelms read the proclamation and presented it to Ken Roberts with FCA. Mr. Roberts stated that he was accepting the proclamation on behalf of his grandson Brandon Roberts and he invited everyone to the Fields of Faith event tomorrow night at 7:00 p.m.

### **AMENDMENTS TO AGENDA**

1. Add consent item 1.1, Historical Society Lease.
2. Add to announcements, early voting.
3. Add to announcements, ARC 2015 Arts Leaders.

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

### **ANNOUNCEMENTS**

1. Atlanta Regional Commission (ARC) Creating a Regional Strategic Plan for Aging Services: October 14, 10 a.m. to noon, City Center Woodstock, 8534 Main Street.

Chairman Ahrens stated that Cherokee County has been a member of the 10 county metro ARC since July of 1993. ARC is reaching out locally for concerns and suggestions that the community may have as they look into creating a regional strategic plan for aging services.

2. Early voting for 2014 general election begins Monday, October 13<sup>th</sup>. Election Day is November 4<sup>th</sup>.

Chairman Ahrens stated that early voting begins on Monday, October 13 and continues through October 20 at the Elections Office. There will be voting at five locations on Saturday, October 25 and advanced voting the following week at 5 locations. Voting day is November 4<sup>th</sup>.

3. ARC 2015 Arts Leaders of Metro Atlanta.

Chairman Ahrens stated that the Arts Leaders of Metro Atlanta was another ARC initiative to outreach to the Arts Community/Industry regarding the program that puts folks together from different counties to speak about arts

and how it fits into Economic Development. He said he wasn't sure at this time how many they take in a class or what the fee is but that information will be posted on the County's website as it becomes available.

4. Burn ban is lifted.

Chairman Ahrens stated that the burn ban has been suspended from October to May.

### **APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM SEPTEMBER 23, 2014.**

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

### **PUBLIC HEARING**

None Scheduled.

### **PUBLIC COMMENT**

No one had signed up to speak.

### **ZONING CASES**

1. Consider R-80 residential subdivision planning using Conservation Design Community.

Jeff Watkins presented a summary of the case involving approximately 55 acres on the North and the South side of Lower Birmingham Road. He explained that several requirements were met in order to bring the case before the Board for consideration which includes holding a public hearing, providing a 30 day public comment period. When the public comment period expires, the next step is for the application to appear on the next available agenda of the Board of Commissioners. He said that this is what was before the Board for consideration as it conforms to Article 23.

Commission Gunnin stated that this was his district and that he had received no inquires. He said it meets the land use map and there is a lot of

greenspace built in it and he sees no reason not to approve. Chairman Ahrens commented that a lot of time and effort was put into the plan to define what this conservation design should be. He added that he is pleased to see this tool used and glad they have come forward with that as an option for the Board.

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

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## **COMMISSION BUSINESS**

### **CHAIRMAN**

### **L. B. AHRENS**

#### A. Discussion on 2015 BOC Meeting Dates.

Chairman Ahrens said that in discussion of the 2015 BOC meeting date calendar during Work Session there didn't seem to be a need to make any changes at this time.

#### B. ARC Fees.

Chairman Ahrens remarked that the County is a member of the ARC and pays fees based on population-about \$1 per capita plus \$2,000.00, all of which is imbedded in enabling legislation. In 2014 the estimated fees to ARC was \$227,500, an increase of 1.8% from last year's estimate. He said that over the period of 2010 to 2014 the annual increase is 1.5%, the highest in metro area with the average being 1%. He said the closest to us is Henry County at 1.3%. He added that this was just a metric you don't hear about much, but we are consistently at the upper end of the population growth.

#### C. Free Home Elementary School redistricting.

Chairman Ahrens stated that for informational purposes he wanted to speak about a community issue that the Cherokee County School District is dealing with. He said that the School Board in its efforts to outreach has met twice to discuss redistricting of Free Home Elementary School students into the new Ball Ground Elementary School. Free Home is and has been for some time operating at 132% capacity. He said that he and Commissioner-Elect Scott Gordon had attended the meeting last night. He said that there are no obvious answers to the redistricting but that a lot of good suggestions. He

said the point is that this is a really good example of dealing with an ongoing concern by getting the community involved. He said he told the organizer of the meeting that he would bring it up for record as a community concern.

**VICE CHAIR/COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

**COMMISSION DISTRICT 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Consider approval to surplus and recycle old workstations and printers that are in poor repair at Roads and Bridges.
- 1.2 Consider 5-year lease with the Historical Society for 3,683 square feet of space located in the Historic Courthouse.

Commissioner Gunnin made a motion to approve; Commissioner Nelms seconded. Chairman Ahrens commented that he had mentioned to Stephanie Joyner that he would like to see at some point the traffic count on the number of visitors they get at the Historical Society. The resulting vote was unanimous approval.

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**COUNTY MANAGER**

- 2.1 Consider adoption of the FY2015 Annual Budget.

Mr. Cooper said tonight's budget for consideration is in the amount of \$195,690,800.00.

He gave an overview of the changes in the budget since the Public Hearing which is an increase of approximately \$5M. One change is \$4.8M from SPLOST for the airport taxiway project and site prep for the future maintenance hangar and private hangars. For the taxiway, the Airport Authority received a federal grant and our match is \$750,000 plus or minus. The work for the site prep is extensive, requiring about \$4M.

He said another minor change is the way Court Reporters will get paid. He said that the State Judicial Council had a hearing and made some significant changes that will save the County money both short term and long term. The Judicial Panel gave us the option that Court Reporters become County employees, rather than paying them per diem and for transcripts. This will result in savings to the DA's Office who was paying for transcripts. The transcripts will be filed with the Clerk of Courts office and available as public documents.

He added that in the DA's budget they found a 10% increase for the investigators who are certified officers. They are also looking at the Solicitor General's Budget for 10% increases for the three certified officers there. Also in the budget is \$60,000.00 for a tax mapper in the Tax Assessor's Office.

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

2.2 Approve County standard Professional Services Agreement (PSA) to Focus Counseling & Training, Inc. in the amount of \$232,000 for four (4) years (\$58,000 per year) for the continuation of grant requiring Seven Challenges Therapy for the Juvenile Court, contingent upon annual state funding.

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

2.3 Consider acceptance of Victims of Crime Act (VOCA) Award for the DA's Office in the amount of \$87,397.00. The required match of \$21,849.00 is satisfied with existing personnel and no new county funds are required.

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

- 2.4 Consider approval of Contribution Agreement with Georgia Association of Conservation District Supervisors (GACDS) in the annual amount of \$17,238.50 for the cost share of the County's Conservation Administration Office.

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

- 2.5 Authorize first renewal of Food Services Agreement to Trinity Food Services Group, Inc. for County fiscal year 2015 (October 1, 2014 to September 30, 2015). There is no increase over last year's contract.

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

Commissioner Johnston commented that this was the best bargain we get on the jail operations, at about \$1 per meal. Commissioner Gunnin commended the Sheriff's Office for keeping the cost the same as last year.

- 2.6 Authorize second renewal of Commissary Services Agreement to A&S Commissary Services, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015). A&S pays the County of 34% of gross sales at the adult detention center which totals approximately \$294,818.00 per year.

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

- 2.7 Authorize second renewal of Inmate Telephone Location Agreement to Consolidated Telecom, Inc. for County fiscal year 2015 (October 1, 2014 to September 30, 2015). Consolidated pays the County 68% commission of phone receipts by inmates and 33% of video visitation receipts.

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

2.8 Authorize first renewal of Inmate Health Services Agreement to Correct Health of Cherokee, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015) in the total amount of \$1,891,213 plus per diem if maximum inmate population exceeded. No increase in contract price.

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

Commissioner Johnston commented that this was one of our more expensive costs for jail operations at about \$10 per inmate per day.

2.9 Consider lease agreement to use Cherokee Charter Academy Gym for Cherokee Youth Basketball (CYB) practices and games during the 2014-2017 seasons.

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

2.10 Consider approval of Construction Services Agreements for Justice Center Renovations to Latimer Construction in the amount of \$18,408.00 and to IDS, Inc., in the amount of \$6,035.00.

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

2.11 Consider approval of changes in the activities covered under the CDBG 2010, 2011, 2013 and 2014 Annual Action Plans.

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

2.12 Consider three-year agreement with Project Open Hand of Atlanta in the amount of \$185,489.79 per year for the ARC Grant funded meals program at the Senior Center.

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

## **COUNTY ATTORNEY**

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Johnston made a motion to adjourn at 6:43 p.m.; Commissioner Poole seconded and the motion received unanimous approval.



**Cherokee County, Georgia  
Agenda Request**

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**SUBJECT:** Public Hearing

**MEETING DATE:** October 21, 2014

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

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**COMMISSION ACTION REQUESTED:**

Request a Public Hearing to consider a petition by CTL of Cherokee, LLC to modify two conditions of Zoning. Case No. 03-11-055 –Centennial Lakes Partners, LLC. "Exhibit" A", "A residential road will be built through the Centennial Lakes development connecting Woodstock Road to Priest Road with no driveways directly onto this road." and "Donation of \$250,000 to the Cherokee County Recreation Authority stipulated for use at the Priest Road Park.

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**FACTS AND ISSUES:**

"EXHIBIT A" as attached, requires the construction of a connector road between Priest Road and Woodstock Road with no driveways so as to facilitate east-west traffic movement away from the neighborhood roadway system. The applicant is requesting that the partial roadway as constructed to date be accepted in lieu of the full connection.

Also in "EXHIBIT A" is a requirement for a donation of \$250,000 to the Cherokee County Recreation Authority stipulated for use at the Priest Road Park. Applicant is requesting that the \$250,000 donation be reduced to \$100,000.

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

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

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**ADMINISTRATIVE RECOMMENDATION:**

Please place this item on the BOC Agenda for September 17, 2013

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**REVIEWED BY:**

**DEPARTMENT HEAD:**

**AGENCY DIRECTOR:**

**COUNTY MANAGER:**

\_\_\_\_\_

*[Handwritten Signature]*

\_\_\_\_\_

## *CTL of Cherokee, LLC*

September 16, 2014

Mr. Jeff Watkins  
Director of Planning and Land Use  
1130 Bluffs Parkway  
Canton, Georgia 30114

RE: Change of Zoning Condition Resolution NO. 2004-R-128 Exhibit "A" 3<sup>rd</sup> Sentence  
Change of Zoning Condition Resolution NO. 2004-R-128 Exhibit "A" 2<sup>nd</sup> Sentence from bottom

Dear Jeff;

The Centennial Lakes Development is a 300+ acre Community that has been under development since early 2005. The Community is one of the few developments that has maintained sales and development during the past six difficult years. As of this date we have recovered about 75% of the home value that was lost which is a testament to this thriving Community. The ownership of the unsold land remains the same without bulk land short sales or foreclosures that would diminish the integrity of the Community. We also have provided deficit funding to the HOA so that all of the entrances would be properly maintained and so that the amenity package was never closed down. The Homeowners Association which has not yet been turned over to its members maintains a well-organized group with high participation.

### **Resolution NO. 2004-R-128 Exhibit "A" 3<sup>rd</sup> Sentence; Change of Zoning Condition request**

The submitted request comes directly from the Centennial Lakes Homeowners in regards to the condition attached and highlighted which states "*A residential road will be built through the Centennial Lakes development connecting Woodstock Road to Priest Road with no driveways directly onto this road.*" At the time of this zoning condition SR 92 had not been widened to 4 lanes and the County's thought was to plan for a connector roadway loop as follows: (Please see the attached rendering)

- Starting at the intersection of SR 92 and Woodstock Road;
- Travel south on Woodstock Road and turn right into the Centennial Lakes development.
- Travel west through Centennial Lakes to Priest Road.
- Travel south on Priest Road.
- Turn west into the Majestic development.
- Travel north to SR 92.

To accomplish this the County was going to use a combination of SPLOST and an anticipated TAD to fund the bridge and road widening of Priest Road. Centennial Lakes was the first to develop and we constructed approximately one half of the roadway with the a roundabout as planned. The roadway section also included extra wide lanes with sidewalks on both sides of the road. Cherokee County funded the amount of roadway above the required roadway width of twenty four feet.

The reason that the road was not completed was that the connecting point at Woodstock Road was found to encroach upon the I-75 GDOT bridge abutment that was not taken into consideration when the

condition was added to the stipulations at zoning. GDOT stated that we would have to improve the I-75 bridge abutment which made it economically unfeasible. While a resolution to this issue was being discussed, the County decided not to pursue a TAD for the area and determined that SPLOST funds would not be used for the bridge or the widening of Priest Road. These decisions made the roadway condition irrelevant as it would start at Woodstock Road and dead-end into Priest Road which is undersized to handle any increased traffic flow.

Centennial Lakes, as I stated earlier, is thriving and the existing completed segment of the roadway is now creating issues such as people using it as a cut-through and its extra-wide pavement is producing speeders. The Centennial Lakes Homeowners are therefore concerned that if the roadway is completed that the number of cut-through's will increase exponentially. Centennial Lakes already has a connection to Woodstock, Priest and SR 92 and there is "*No Community Benefit*" to building the remaining portion of the roadway. Also, the County does not have the funds budgeted for their portion of the widening.

At our last meeting the Centennial Lakes Homeowners presented to me over 200 signatures requesting that I petition the County to remove the condition requiring the completion of the roadway. With your approval of our request, I have promised the Homeowners that I would deed the property planned for the roadway extension to the HOA for the building of a future 2<sup>nd</sup> amenity package designed to fit their needs.

**Resolution NO. 2004-R-128 Exhibit "A" 2<sup>nd</sup> Sentence from bottom; Change of Zoning**

**Condition request** (Please see the attached aerial)

The submitted request to reconsider the zoning condition "*Donation of \$250,000 to the Cherokee County Recreation Authority stipulated for the use at the Priest Road Park.*" is the result of an economic downturn that has reduced prices by approximately 50% of what they were at the time of zoning. In order to understand why the parks funding condition has not been paid you must first reference the past. Shortly after the rezoning we closed on the land and donated 43 acres of land to the Cherokee County Schools System. We also added and upgraded the infrastructure for the area by building a regional pump system along with a lengthy forced main which now provides sewer for much of the industrial and commercial growth that has come to that area. The condition does not state a time frame for the payment and we were therefore given the latitude to get the project on its feet before requiring its payment.

We respectfully request your reconsideration of the amount of the donation and allow us to make a one-time payment of \$100,000 instead of the \$250,000 as stated in the zoning resolution. If approved, we would make the payment prior to the end of this calendar year.

I thank you for your time and consideration of both of these matters and I respectfully request your approval of our petitions.

Very truly yours,



Donald A. Hausfeld



2106  
171

2106  
271 C

2106  
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2106  
164

2106  
221 B

2106  
224

2106  
257

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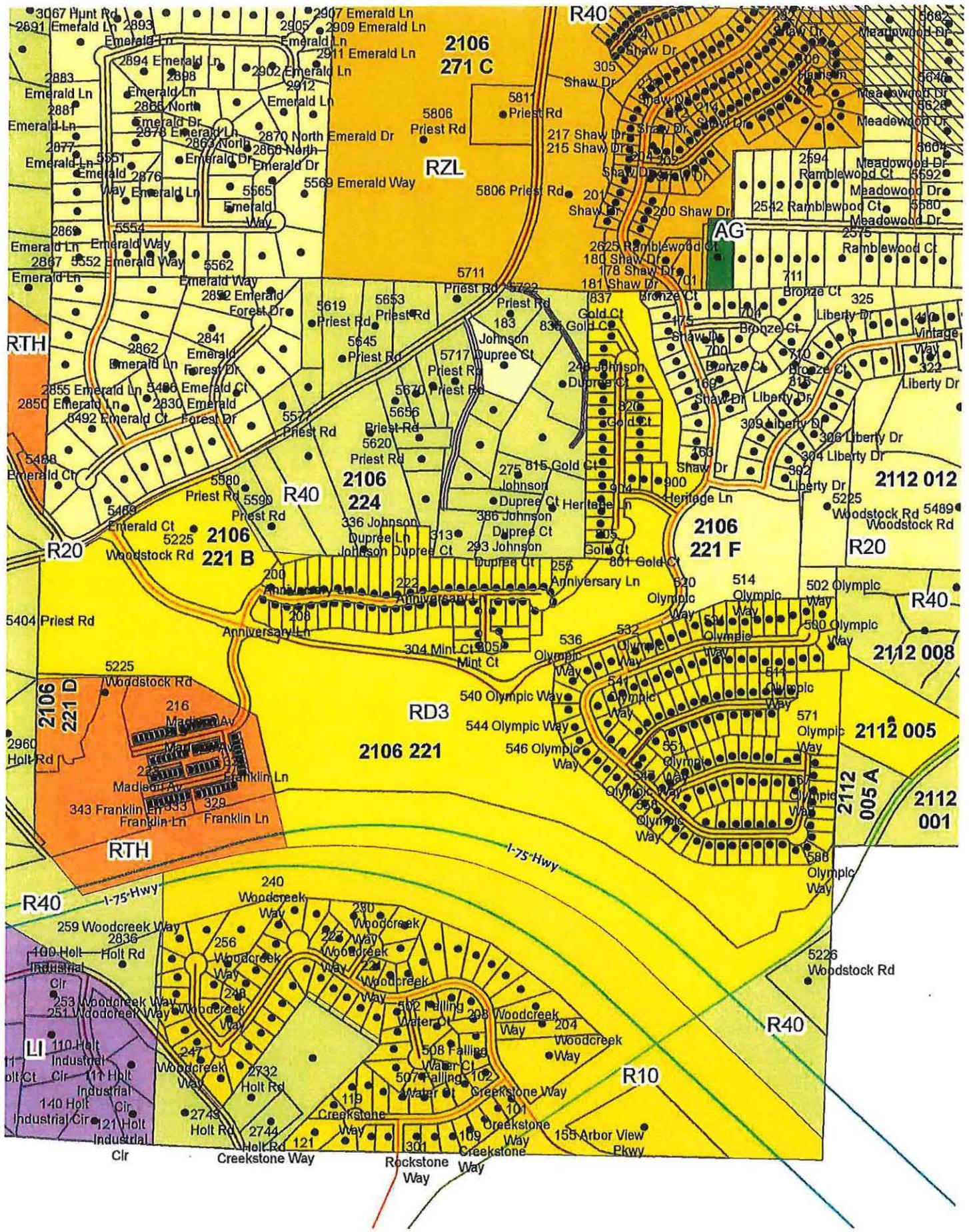
2112  
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I-75 Hwy

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Industrial Cir

Creekstone Way

Rockstone Way

Arbor View Pkwy

RESOLUTION NO. 2004 - R - 128  
CASE #03-11-055  
Centennial Lakes Partners, LLC

A resolution approving the rezoning of the following described property:

216.90 acres located in land lot(s) 1197, 1198, 1199, 1200, 1201, 1251, 1248, 1249, 1250, 1271, 2173 of the 21<sup>st</sup> district, 2nd section of Cherokee County, Georgia, and indicated as parcel 221 on tax map 21N06 and parcel(s) 014, 012, 005 on tax map 21N12..

WHEREAS, it hereby is found and determined that a petition to change the zone of the above described property from NC & R-40 to RTH & RZL was filed on August 1, 2003.

**Proposed Use:** Residential Community

WHEREAS, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on Tuesday, August 3, 2004 in the Jury Assembly Room of the Cherokee County Justice Center. Recommendation from the Planning Commission was for approval of RTH and R-20 with conditions.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the above-described property is now located in the **RTH on 17.7 acres with 141 town homes; R-20 on 138 acres; RD-3 on 60 acres** zoning districts with additional conditions shown on attached Exhibit A, and the Cherokee County Zoning Administrator hereby is directed to change the district maps accompanying and being part of the rezoning resolution.

Adopted this 21st day of December 2004.

  
\_\_\_\_\_  
J. Michael Byrd, Chairman

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

# Centennial Lakes

"Exhibit A"

Motion to approve with conditions as follows:

A. Approval of RTH on 17.7 acres identified as pod K on the site plan along I-75 for 141 town homes to provide a buffer between I-75 and the single family component. *1400 sq ft min*

B. Approval of R-20 on the remaining 199.8 acres with the following conditions for this R-20 classification:

- There will be a maximum of 527 single family lots.
- Homes on the single family lots shall have a minimum of 1,800 square feet.
- A maximum of 350 of the single family lots will have a minimum width of 60 feet *incl RD3*
- The balance of the lots will have a minimum width of 75 feet
- All single family lots will have side setbacks reduced to five, (5), feet to allow for the maximum protection of green space and allow for larger homes to be placed on the lots.

*60 acres of RD3  
138 acres of R20*

A residential road will be built through the Centennial Lakes development connecting Woodstock Road to Priest Road with no driveways directly onto this road.

*to be selected by the school system,*  
Parcel 127 on Map 21N06 will be donated to the Cherokee County School System for school purposes ~~or Cherokee County for green space or recreational purposes, or a combination thereof.~~ Parcel 127 shall be included in the Highway 92 Overlay for purposes ~~of density calculation and applicant shall be allowed to transfer a maximum of 2.178 DUA to the 199.8 ac tract.~~

*29 acres of*

*14 acres of 43 acres of school site zoned as R20 and preserved as green space of the Centennial Lakes Development.*  
There shall be a mandatory Home Owners Association

Landscaped entrances.

Monument type signage

Erection of privacy fence along the boundary of the Fitzgerald and Western tracts as shown on the site plan.

Compliance with all county engineering requirements for entrance improvements.

Compliance with water line and system improvements as directed by the Cherokee County Water Authority and Cherokee Fire Marshall.

Exterior siding shall be a mix of Brick, Rock, Stone, Hardi-plank or wood, no vinyl siding shall be allowed.

Donation of \$250,000 to the Cherokee County Recreation Authority stipulated for use at the Priest Road Park.

Adhere to all Cherokee County Water Sewer Authority requirements.

## MEMO

**Date:** October 17, 2014

**From:** Geoffrey E. Morton, P.E. County Engineer



**To:** Vicki Taylor Lee, Zoning Administrator

**Re:** Case # 03-11-055  
Resolution # 2004-R-128

The Engineering Department has reviewed CTL of Cherokee's request to remove the condition: "A residential road will be built through Centennial Lakes development connecting Woodstock Road to Priest Road with no driveways directly on this road."

The construction of this roadway was originally offered as a Condition of Zoning by CTL of Cherokee. The purpose of the roadway is to provide residents in southwest Cherokee County with an alternate route to travel east and west between Priest Road and Woodstock Road without having to travel to SR 92. The roadway was to be designed without individual lot driveways on it so that the through traffic would not impact individual residences of Centennial Lakes. The construction of this roadway showed good planning on the part of CTL of Cherokee to provide increased mobility to not only the residents of the Centennial Lakes development but also to the residents of southwest Cherokee County impacted by the addition of the development.

CTL of Cherokee's letter states the incomplete roadway is currently experiencing cut-through traffic. All developments with multiple external connection points will experience cut-through traffic to some degree. The stipulation of no driveways directly on the road was to avoid having any through traffic pass directly in front of residential homes. With the roadway only partially complete, any traffic that utilizes the roadway must now go through residential streets with dense housing in order to exit the subdivision. If this roadway was complete, this traffic would pass through without driving directly in front of any residential homes. It would also give residents of Centennial Lakes an option to enter or exit the development without having to pass directly in front of many homes as the current routes allow.

CTL of Cherokee's letter states that conflict with the bridge abutment would make the project economically unfeasible. The connection of the roadway with Woodstock Road could be achieved without encroachment into the bridge abutment. The County would be willing to look at options for the new intersection that reduce the storage length of the left-turn lane or possibly eliminate the left-turn lane on Woodstock Road, which would both keep the project from conflicting with the bridge abutment.

SR 92 west of Wade Green Road to I-75 in southwest Cherokee County is mostly undeveloped at this time. It can be compared to SR 92 east of Trickum Road to the Cobb County line in southeast Cherokee County back in the late 1990's. That area was also largely undeveloped at that time. Almost 20 years later most motorists and residents in that area would now welcome an alternate, parallel route to SR 92, especially during the morning and evening peak traffic hours.

Additionally, CTL of Cherokee requested reimbursement of road impact fee for this roadway. On August 15, 2006, the Board of Commissioners agreed to reimburse CTL of Cherokee for the net cost of upgrading the road from an internal residential street (Residential 1) to a road designed to accommodate through traffic (Residential 3) at a cost of up to \$310,310.00. The BOC approved this reimbursement based on the upgraded road meeting the definition of a system improvement by improving the overall road network in southwest Cherokee County. To date approximately half of that roadway has been constructed and CTL of Cherokee was reimbursed \$130,691.91 by the County in June of 2007.

If this application is granted to eliminate the parkway as a rezoning requirement, the initial reimbursement of \$130,691.91 to CTL of Cherokee could be due back to Cherokee County. Without the completion of the parkway to Woodstock Road, it cannot be considered a system improvement and thus ineligible for impact fee credits or reimbursement. Contrary to CTL of Cherokee's claim that the County does not have funds budgeted for their portion of the costs for Centennial Parkway, funds for that section of roadway would be available from current SPLOST roadway contingency funds.

It is therefore, the recommendation of the Engineering Department that this roadway be constructed as originally required, with possible modifications to the typical section for traffic calming. If the BOC chooses to remove or modify this Condition of Zoning, then as a minimum, CTL of Cherokee should reserve the necessary right-of-way and construction easements required for the future construction of this roadway by the County, when it is deemed necessary. CTL of Cherokee should also provide the County with its current design plans for this section of roadway.

ENGINEERING DEPARTMENT

MEMO

**To:** Jerry Cooper, County Manager  
**From:** Geoffrey Morton, County Engineer *GM*  
**Date:** May 23, 2007  
**Subject:** Centennial Parkway  
Impact Fee Reimbursement Request

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The Landon Group has submitted the attached request for impact fee reimbursement in the amount of \$130,691.91 for the portions of Centennial Parkway that they have completed construction.

If you recall, the Landon Group designed Centennial Parkway that runs between Priest Road and Woodstock Road, within the Centennial Lakes development, to conform to a Cherokee County, Residential 3 Street, in accordance with the Development Ordinance.

In addition to the requirements for a Residential 3 Street, the roadway was designed above and beyond the requirements needed to serve their development.

The total difference between the construction cost for Centennial Parkway as if it were designed as a Residential 1 Street versus the construction cost as if it were designed as a Residential 3 Street is approximately \$310,310.00, which would equal the impact fee credit due to the Landon Group.

The Board of Commissioners approved impact fee reimbursement to the Landon Group up to the \$310,310.00 amount at their August 15, 2006 meeting, based upon the attached memo and agenda request.

The Engineering Department has reviewed the Landon Groups current draw request and finds that it is consistent with the length of roadway currently constructed.

Please advise on how to proceed with their reimbursement request.

Attachments

*OK to pay  
The Landon Group  
\$130,691.91  
Road Impact Fees*

*REC'D MAY 23 2007*

*5/29/07*

*C: Geoff Morton*

**CENTENNIAL LAKES PARKWAY - Cherokee County Reimbursement**

Request for Payment #1

5/12/2007 Centennial Lakes Parkway						
PROJECT ELEMENT (Project Site Cost)	CURRENT DRAW	ALL DRAWS	Cherokee County Approved Est. Amount	PAYMENT RECEIVED	COST TO COMPLETE (INCL ALL PAYMENTS)	NOTES
Additional Paving Width		\$ 22,046.44	\$ 38,932.71	\$ -	\$ 38,932.71	
	\$ 5,647.56					4' Width from Priest to Pod 1 Entrance @ \$13.10/sy for B&B
	\$ 2,004.67					4' Width from Priest to Pod 1 Entrance @ \$4.65/sy for Topping
	\$ 8,535.56					4' Width from Pod 1 to RAB @ \$16.70/sy for B&B
	\$ 3,526.67					4' Width from Pod 1 to RAB @ \$6.90/sy for Topping
	\$ 1,657.33					4' Width from Pod 1 to RAB @ \$16.95/sy for B&B
	\$ 674.67					4' Width from Pod 1 to RAB @ \$6.90/sy for Topping
Additional Paving Depth	\$ -	\$ 9,556.67	\$ 15,897.78	\$ -	\$ 15,897.78	
	\$ 3,772.22					Additional Depth from Priest to Pod 1 Entrance @ \$1.75/sy
	\$ 4,855.56					Additional Depth from Pod 1 to RAB @ \$1.90/sy
	\$ 928.89					Additional Depth from in RAB @ \$1.90/sy
Additional Soil Cement Cost	\$ -	\$ 11,789.33	\$ 47,838.68	\$ -	\$ 47,838.68	
	\$ 10,532.00					4' Width from Priest to Pod 1 Entrance for Soil Cement
	\$ 1,257.33					4' Width from Pod 1 to RAB for Soil Cement
Additional Curb Width	\$ 3,841.20	\$ 3,841.20	\$ 7,358.40	\$ -	\$ 7,358.40	\$0.90 Cost Difference between 24" & 30" C&G (3,440LF Priest to RAB)
Cost of Round-a-bout vs T-Bone Int.	\$ 29,223.21	\$ 29,223.21	\$ 29,223.21	\$ -	\$ 29,223.21	Round-a-bout is complete
Sidewalk on both sides of Parkway	\$ 21,188.37	\$ 21,188.37	\$ 112,828.80	\$ -	\$ 112,828.80	Sidewalks from Priest to Pod 1
Acquisition of Additional Right-of-Way	\$ 33,046.69	\$ 33,046.69	\$ 58,230.18	\$ -	\$ 58,230.18	Additional R/W from Priest to Round-a-bout - 5' both sides
<b>TOTAL DEVELOPMENT COST</b>	<b>\$ 130,691.91</b>	<b>\$ 130,691.91</b>	<b>\$ 310,309.76</b>	<b>\$ -</b>	<b>\$ 310,309.76</b>	

PLEASE PAY "TOTAL DEVELOPMENT COST" IN THE "CURRENT DRAW" COLUMN

# Cherokee County, Georgia Agenda Request

Agenda No.

SUBJECT: Centennial Parkway  
Impact Fee Reimbursement

MEETING DATE: August 15, 2006

SUBMITTED BY: Geoffrey E. Morton

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COMMISSION ACTION REQUESTED:

Approval of a roadway impact fee reimbursement to the Landon Group for construction of Centennial Parkway to a Residential 3 street rather than a Residential 1 street.

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FACTS AND ISSUES:

The Landon Group has designed Centennial Parkway that runs between Priest Road and Woodstock Road, within the Centennial Lakes development, to conform to a Cherokee County, Residential 3 Street, in accordance with the Development Ordinance. In addition to the requirements for a Residential 3 Street, the Engineering Department also requested that the roadway be designed with the following:

1. A design speed of 40 MPH.
2. 50-foot intersection radii.
3. 30-inch curb and gutter.
4. 12-foot lane width (asphalt).
5. Paving section consisting of 8" GAB, 2" asphalt binder and 1-1/2" asphalt surface course.
6. Right turn/decel lane from northbound Priest Road onto the parkway.
7. Right turn/decel lane from southbound Woodstock Road onto the parkway.
8. Decel lanes at all streets intersecting the parkway.
9. A five (5) foot wide sidewalk along both sides of the parkway.

The Landon Group contends that a Residential 1 Street, in accordance with the Development Ordinance, would satisfy the needs of their project. They are requesting that any work above what would be required under a Residential 1 Street, they would be entitled to roadway impact fee credits. The Engineering Department is comfortable with that.

The difference in the construction cost is approximately \$310,310.00, which would equal the impact fee credit due to the Landon Group. The Engineering Department is comfortable with that amount.

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BUDGET:

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ADMINISTRATIVE RECOMMENDATION:

Approval of a roadway impact fee reimbursement to the Landon Group for construction of Centennial Parkway to a Residential 3 street rather than a Residential 1 street.

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REVIEWED BY:

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

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

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

## ENGINEERING DEPARTMENT

### MEMO

**To:** Jerry Cooper, County Manager  
**From:** Geoffrey Morton, County Engineer  
**Date:** August 9, 2006  
**Subject:** Centennial Parkway  
Impact Fee Reimbursement

---

The Landon Group has designed Centennial Parkway that runs between Priest Road and Woodstock Road, within the Centennial Lakes development, to conform to a Cherokee County, Residential 3 Street, in accordance with the Development Ordinance.

In addition to the requirements for a Residential 3 Street, the Engineering Department also requested that the roadway be designed with the following:

1. A design speed of 40 MPH.
2. 50-foot intersection radii.
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7. Right turn/decel lane from southbound Woodstock Road onto the parkway.
8. Decel lanes at all streets intersecting the parkway.
9. A five (5) foot wide sidewalk along both sides of the parkway.

The Landon Group contends that a Residential 1 Street, in accordance with the Development Ordinance, would satisfy the needs of their project. They are requesting that any work above what would be required under a Residential 1 Street, they would be entitled to roadway impact fee credits. The Engineering Department is comfortable with that.

The attached cost estimate provided by the Landon Group shows the difference between the construction cost for Centennial Parkway as if it were designed as a Residential 1 Street versus the construction cost as if it were designed as a Residential 3 Street. The difference in the construction cost is approximately \$310,310.00, which would equal the impact fee credit due to the Landon Group. The Engineering Department is comfortable with that amount.

If you have any questions or require additional information, please contact me.

Attachment

Cc: The Landon Group







### Cherokee County, Georgia Agenda Request

SUBJECT: ASPCA Grant

MEETING DATE: October 21, 2014

SUBMITTED BY: Susan Garcia, Animal Shelter Director

**COMMISSION ACTION REQUESTED:**

Consider acceptance of ASPCA Grant funds and budget amendment for the Animal Shelter in the amount of \$7,000.00 for expenses associated with the Puppy Mill Case.

**FACTS AND ISSUES:**

Cherokee County Animal Shelter applied for and was awarded an ASPCA Grant in the amount of \$7,000.00. These funds are designated for the purpose of offsetting costs associated with the Puppy Mill Case.

**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:**

Accept ASPCA Grant Award and Budget Amendment in the amount of \$7,000.00

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_ *Susan Garcia*

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

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

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

**Instructions:**

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

**REVENUES:**

Department			
Org Code	Object	Account Name	Amount
25090	371000-PM2	CONTRIBUTIONS/DONATIONS	7,000.00
			7,000.00

**EXPENDITURES:**

Department			
Org Code	Object	Account Name	Amount
23910555	531100-PM2	GEN SUPPLIES/MATERIALS	7,000.00
			7,000.00

**PURPOSE OF TRANSFER/ AMENDMENT**

ASPCA GRANT# 2014-1314

Grant to Animal Shelter for costs incurred with puppy mill case.

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**Department Head Approval:** \_\_\_\_\_ *Susan Garcia*

**County Manager Approval:** \_\_\_\_\_

**Date Approved by BOC (please attach a copy of Minutes)** \_\_\_\_\_ 10/21/2014



**GRANT AGREEMENT REFERENCE:**

NAME: Cherokee County Animal Shelter  
PROJECT: Puppy Mill Case Expenses  
AMOUNT: \$7,000.00  
GRANT NUMBER: 2014-1314  
GRANT TERM: October 6, 2014 – April 6, 2015  
ASPCA GRANT OFFICER: Matt Stern

GRANT ACCOUNT LOGIN: [https://www.grantrequest.com/SID\\_900?SA=AM](https://www.grantrequest.com/SID_900?SA=AM)

October 6, 2014

Ms. Lori Kekel  
Cherokee County Animal Shelter  
1015 Univeter Road  
Canton, GA 30115

Dear Ms. Kekel,

The American Society for the Prevention of Cruelty to Animals (the “ASPCA”) is deeply honored to be able to grant to Cherokee County Animal Shelter (the “Grantee,” and together with the ASPCA, the “parties” and each a “party”) the amount of \$7,000.00 (the “Grant”). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this “Agreement”) and, if applicable, its amendments: Puppy Mill Case Expenses (the “Project”).

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the “Effective Date”):

**1. Grantee Requirements.**

Type	Notes	Schedule Date
Final Report		October 6, 2014
Financial Report/Receipts		October 6, 2014
Photographs		October 6, 2014
Press Information		October 6, 2014
Signed Contract		November 6, 2014

The Grantee shall communicate with Matt Stern (matt.stern@aspcapro.org) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. **Requirements must be submitted through your ASPCA Grants account at: [https://www.grantrequest.com/SID\\_900?SA=AM](https://www.grantrequest.com/SID_900?SA=AM)**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at [aspcapro.org/grants](http://aspcapro.org/grants).

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to [matt.stern@aspcapro.org](mailto:matt.stern@aspcapro.org) with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

**2. Use of Grant Funds.** The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	October 6, 2014	\$7,000

Please note that payment is contingent upon our receipt of the signed contract, including all pages of the Agreement and original signature on the Agreement, from you. The ASPCA will not

advance Grant funds until all required documents have been received and reviewed. Please return the originally executed agreement as soon as possible in order to expedite payment.

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA ("Puppy Mill Case Expenses"). The Project shall also include the following:

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a "Funded Position"). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds ("Funded Contractor"). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee hereby grants to the ASPCA a license to use the Grantee's name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Ms. Lori Kekel (the "Grantee Key Contact"), and the Grantee Key Contact shall communicate with Matt Stern ([matt.stern@aspc.org](mailto:matt.stern@aspc.org)) monthly to review and evaluate the progress of the Project.

**3. Acknowledgment of ASPCA Support.** In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Grantee without the prior written approval of the

ASPCA Grant Officer. The ASPCA hereby grants to the Grantee a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Additional logos and badges can be found here: <http://aspcapro.org/badges>. Instructions regarding links to the ASPCA's website can be found at this URL: <http://www.aspcapro.org/about-us/linking-policy>.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at [press@aspcapro.org](mailto:press@aspcapro.org). A suggested press release template is provided as Schedule 2 as a helpful guide. Social media tips are provided on Schedule 3.

MADE POSSIBLE BY  
A GRANT FROM THE ASPCA®



**4. Records.** The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three

years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

**5. Maintenance of Tax-Exempt Status.** In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

**6. Termination.** The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- (a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- (b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- (c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
- (d) If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.

**7. Future Funding.** The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

**8. Modification.** No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

**9. Miscellaneous.** This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

SIGNATURE PAGE BELOW

GRANT NUMBER: 2014-1314  
GRANT AMOUNT: \$7,000.00

Sincerely,

**THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

---

Sarah Levin Goodstine  
Senior Vice President of Operations

OR

---

Julie Morris  
Senior Vice President  
Community Outreach

OR

---

Michael Barrett  
Vice President  
ASPCA Grants

OR

---

Adam Liebling  
Director of Grants Compliance & Communication  
ASPCA Grants

**ACCEPTED AND AGREED:**

Cherokee County Animal Shelter

By (signature of CEO/President/Director): \_\_

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Name: \_\_\_\_\_

Title: President/CEO/Executive Director (circle one or add actual title after name)

## Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your [ASPCA Grant Account](https://www.grantrequest.com/SID_900?SA=AM) at [https://www.grantrequest.com/SID\\_900?SA=AM](https://www.grantrequest.com/SID_900?SA=AM)
- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- **Acknowledgement of Award Letter** – all grant awards in the amount of \$5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement.
- **Final Report** – indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant. Narrative text entry and/or upload.
- **Financial Report/Receipts** – a comprehensive list of expenditures for which grant money had been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project. Receipts and/or invoices should be uploaded when appropriate.. Narrative text entry and/or upload.
- **Photos** – Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes. Narrative text entry for captions plus uploads.
- **Press Information** – links to or uploads of press releases, clips or links showing recognition of the ASPCA's grant for your project. You can also include stories, anecdotes, quotes, and social media posts that could be used for promotional purposes including human interest stories with accompanying photos. Narrative text entry and/or upload.
- **Progress Report** – an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.
- **Signed Amendment** – occasionally the purpose or amount of a grant will change during the grant term. In some cases, this will require a signed amendment to the contract.
- **Signed Contract** – payments of all grant awards that exceed \$5,000 are contingent upon your submission of two signed contracts mailed to ASPCA, Attn: Grants Department, 520 8<sup>th</sup> Avenue, 7<sup>th</sup> Floor, New York, NY 10018.
- **Site Visit** – indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.

## Schedule 2: Press Release Template (Optional)

# Your Organization's Logo Here

[DATE]

Media Contact: [NAME]  
[PHONE] / [EMAIL]

### Headline

#### *Subheader*

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

"Compelling opening statement about a problem," said Spokesperson, title. "Quote that includes more information about how the funding will assist in impacting animals." (Example: "Many families have sadly had to part with their pets in recent years as a result of the economic downturn," observes Jane Doe, director of shelter operations. "These funds will help expand our safety net program in order to keep more families together.")

*Optional quote from the ASPCA (must contact ASPCA Media Department [press@aspca.org](mailto:press@aspca.org))*

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

### **About [Organization]**

History and background of your organization.

###

**Schedule 3: Social Media Tip Sheet for Grantees**

## Why Use Social Media?

Using social media tools such as Facebook, Twitter, YouTube, and blogs to spread the word about your organization and the great work it does can be a powerful and cost-effective strategy for capturing the attention of potential and existing adopters and donors. If you aren't already using social media, here are three of the most compelling reasons to do so:

- **The potential reach of social media is immense.** In contrast to more conventional publicity vehicles, such as printed advertisements, nearly everyone has equal access to your message, and your audiences can easily and immediately share that message with their audiences, helping it go exponentially farther. Social media tools make it easier to see who you're reaching and easier to interact with your constituents, and thereby build and strengthen connections with them.
- **Social media tools are free.** There is no cost to sign up for accounts on Facebook, Twitter, YouTube, or blogging sites such as WordPress or Blogger, which eliminates barriers to entry for cash-conscious organizations. Social-media-savvy volunteers can provide pro bono assistance in promoting your organization's work with these tools.
- **Brevity is a virtue.** In the social media realm, lengthy appeals can be counterproductive – usually a few words or lines, a brief story, a photo, or a video can be ideal for generating substantial interest in your efforts. There's no need to use every available social media platform – choose only the one(s) that best fit your organization's communication style.

## ASPCA Grant Publicity Guidelines

Social media tools make it easy to share news about your ASPCA grant and the project it is supporting! Updates on your successes that engage readers, along with clear and colorful photos and videos that showcase those successes, will help your

group to attract more followers. We encourage you to publicize your funded project – and if you do, please loop in your grant officer to let him/her know!

## Connect with us...



...on Twitter at [@aspca](#) and [@aspcapro](#)

Using the [#aspcagrants](#) hashtag to share news of your ASPCA grant and its impact makes it easy for adopters and donors across the Twitterverse to catch wind of your success, whether or not they're already followers.



...on Facebook at [facebook.com/aspca](#) and [facebook.com/ASPCapro](#)

Becoming a "fan" of ours and creating a "fan" page of your own makes it easy for the ASPCA, other organizations, and the general public to learn about your organization and the great work you do, and to share your success with others. We hope you'll "like" us!



...on YouTube at [youtube.com/ASPCA](#) and [youtube.com/ASPCapro](#)

Many smartphones make it easy to shoot and upload videos to YouTube, which provides a powerful platform for your audiences to literally see your work in action. Subscribe to the ASPCA's channel and see how other animal welfare organizations are using YouTube to bring their efforts to life.

## Resources

- **ASPCapro Resource Library** (<http://www.aspcapro.org/resource-library>) – This repository of articles, tip sheets, and webinars has been developed specifically to serve the needs of our grantees.
- **The Social Animal** (<http://www.thesocialanimal.com/>) – A blog focused on helping animal welfare

advocates use social media tools to accomplish their mission more effectively.

- **Beth Kanter's Blog** (<http://www.bethkanter.org/>) - A blog focused

on helping nonprofits use social media and other digital tools to achieve social change.





## Cherokee County, Georgia Agenda Request

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**SUBJECT:**      Transfer of Property to Right-of-way  
                  Burch Park Lane Project

**MEETING DATE:** October 21, 2014

**SUBMITTED BY:**      Geoffrey E. Morton

---

**COMMISSION ACTION REQUESTED:**

Consideration of transfer of property for necessary roadway right-of-way and easements required for construction of the Burch Park Lane Project.

---

**FACTS AND ISSUES:**

The attached right-of-way deed grants Cherokee County right-of-way over a County owned parcel located off of Burch Park Lane in order to construct and maintain improvements to Burch Park Lane.

The parcel to be conveyed is approximately 8,500 square feet in area.

---

**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 of transfer of property for necessary roadway right-of-way and easements required for construction of the Burch Park Lane Project.

---

**REVIEWED BY:**

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

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

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

**CHEROKEE COUNTY**  
**RIGHT OF WAY DEED/EASEMENT**  
CHEROKEE COUNTY CAPITAL PROGRAM  
CONSTRUCTION OF BURCH PARK LANE  
Parcel 3

**CHEROKEE COUNTY, GEORGIA**

**THIS CONVEYANCE** made and executed the \_\_\_\_ day of \_\_\_\_\_, 2014.

**WITNESSETH THAT, CHEROKEE COUNTY BOARD OF COMMISSIONERS,** the undersigned, is the owner of a tract of land in said county, along BURCH PARK LANE being more particularly described on a map and drawing of said road improvement in the office of the Board of Commissioners of Cherokee County to which reference is hereby made.

Now, therefore, in consideration of the benefit to said property by the construction and/or maintenance of said road, and in consideration of **ONE DOLLAR (\$1.00)** in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant, bargain, sell, and convey to said CHEROKEE COUNTY, GEORGIA, so much land in Land Lot **240** of the **14<sup>th</sup>** District, of said County as to make a right of way for said road improvement as surveyed and measured from the highway location as follows:

**SEE ATTACHED EXCERPT PLAT LABELED EXHIBIT "A"**

Said **Right of Way** hereby conveyed, consisting of **8,498** square feet, more or less, as shown on the plat of the property prepared by Moreland Altobelli Associates, Inc. dated 2/14/2014.

To have and to hold the said conveyed **Right of Way** in FEE SIMPLE;

Also, granted is the right for a **Temporary Construction Easement** of **1,616** square feet within the area shown on the attached plat marked Exhibit "A" for the construction of slopes, fills, and embankments as necessary, in order to support the road improvement project. The Temporary Construction Easement becomes effective at the beginning of the construction of the above project on subject parcel and will expire upon completion of said project by Cherokee County or no later than 24 months from the beginning of construction.

I hereby warrant that I have the right to sell and convey said land or easements and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

In testimony whereof, I have hereunto set my hand and seal the day above written.

Signed, sealed and delivered  
this \_\_\_\_ day of \_\_\_\_\_, 2014  
in the presence of:

\_\_\_\_\_  
Witness

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

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

PROJECT NO.  
13G105

# CHEROKEE COUNTY

## BURCH PARK LANE (FORMERLY OLD DOSS LANE) RIGHT-OF-WAY PLANS

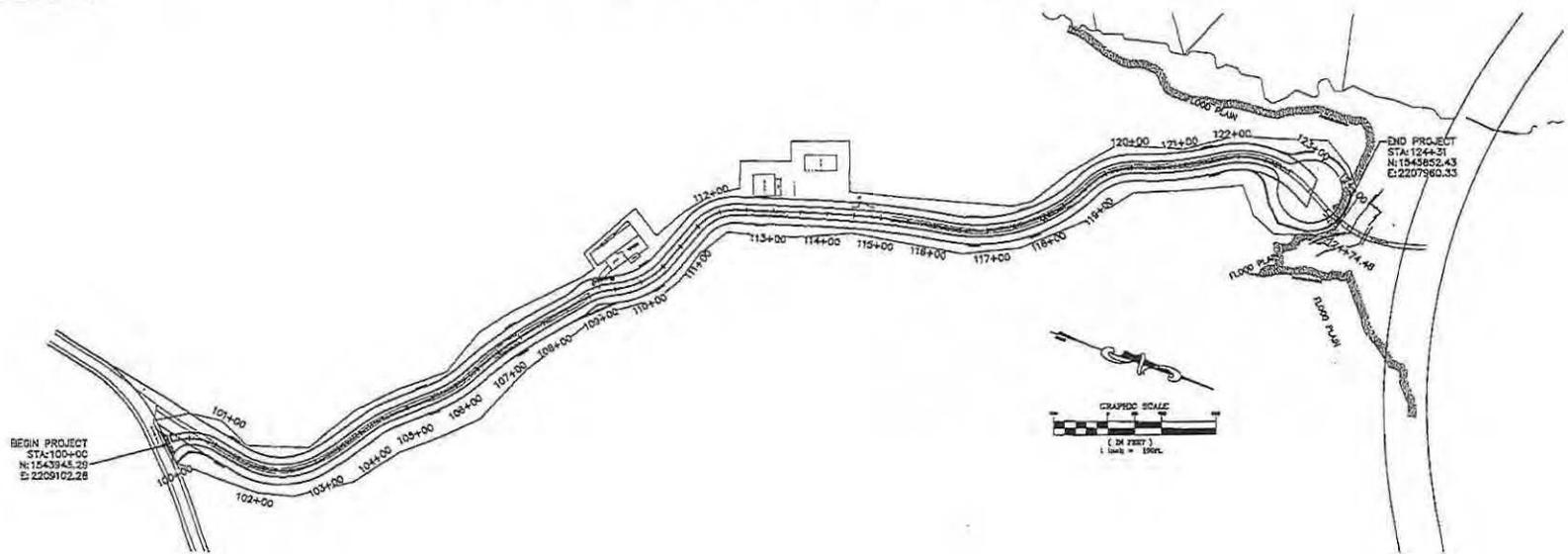
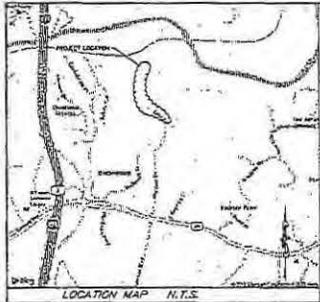


EXHIBIT "A"



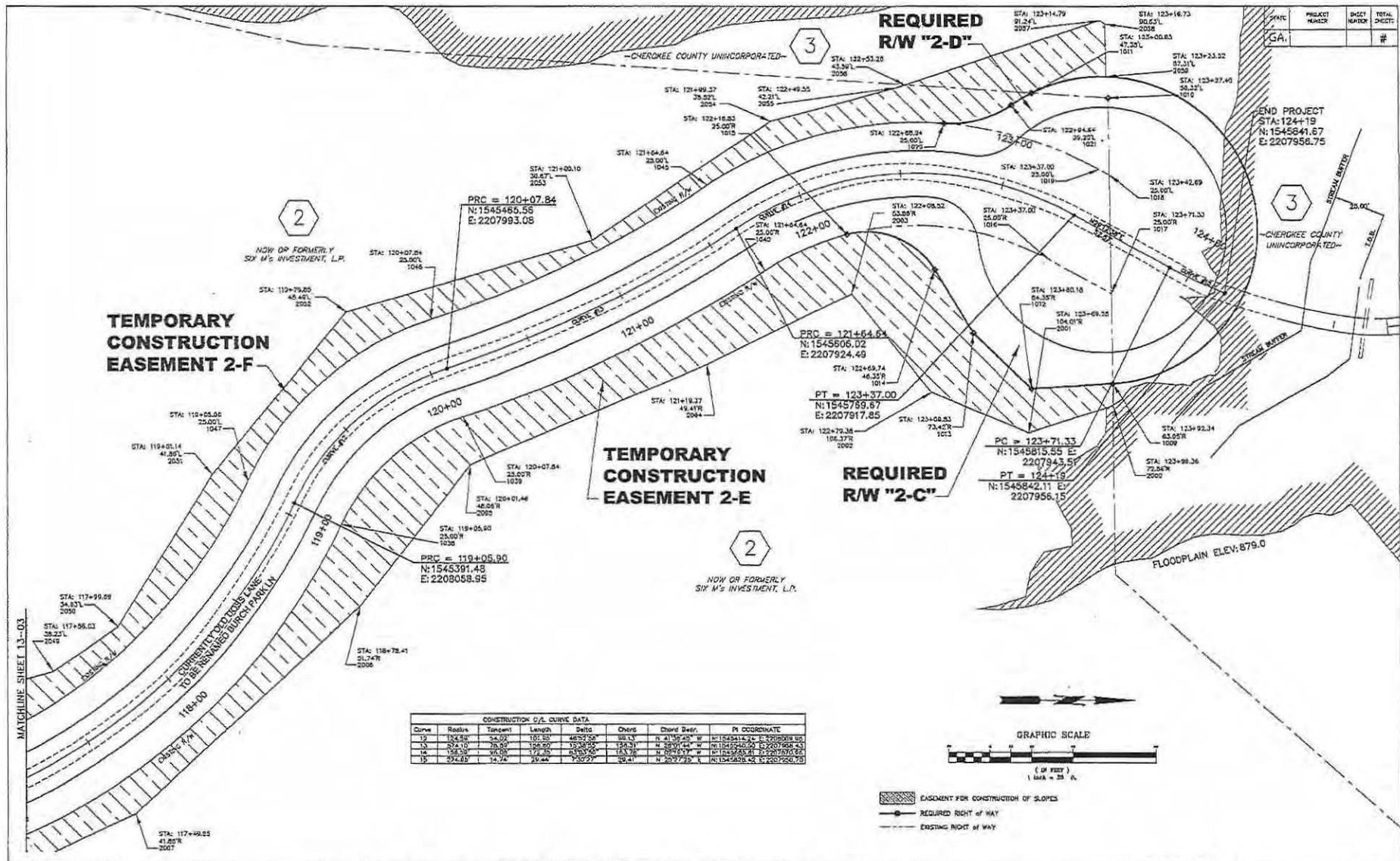
RIGHT-OF-WAY PLANS: 6/30/2014  
Prepared By  
**Moreland Altobelli Associates, Inc.**  
Engineering \* Planning \* Architecture \* Landscape Architecture \*  
Land Acquisition \* Surveying \* Geotechnical \* Environmental \* Materials Testing  
101 MEADOW DR SUITE "D" CUMMING, GA 30040 (770) 781-5531



REVISIONS			
No.	Date	By	Description

1 of 3

EXHIBIT "A"



CONSTRUCTION C/L CURVE DATA

Curve	Radius	Tangent	Length	Delta	Chord	Chord Bear.	Pt COORDINATE
13	124.50	34.00	105.80	46°52'50"	80.13	N 41°30'25" W	N: 104341.224 E: 220590.005
14	254.10	35.00	164.00	12°30'00"	124.73	N 89°00'00" W	N: 104341.224 E: 220590.005
15	158.50	32.00	177.40	20°30'00"	143.70	N 69°00'00" W	N: 104341.224 E: 220590.005
16	254.80	34.74	204.44	7°30'00"	201.41	N 20°00'00" E	N: 104341.224 E: 220590.005



- EASEMENT FOR CONSTRUCTION OF SLOPES
- REQUIRED RIGHT OF WAY
- EXISTING RIGHT OF WAY

REVISIONS			
NO.	DATE	DESCRIPTION	BY

**MA** Moreland Altobelli Associates, Inc.  
 3000 Peachtree Dunwoody Road, Suite 100  
 Atlanta, Georgia 30328  
 Phone: (404) 412-1000

CHEROKEE COUNTY, GA

OLD DOSS LANE  
 CONSTRUCTION PLANS  
 RIGHT-OF-WAY PLANS

13-04

2 OF 3

STATE	PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
GA.			#

2

**PARCEL 2-F**  
**SIX M<sup>2</sup> INVESTMENT I.P.**

**TEMPORARY CONSTRUCTION EASEMENT**

PNT	OFFSET/STATION	DISTANCE/BEARING	ALIGNMENT
1042	39.59'R	100+07.02	OLD DOSS LANE
	16.74'	N90°00'00"W	
2023	44.52'L	100+84.92	OLD DOSS LANE
	10.21'	N07°01'43"W	
2024	45.99'L	100+81.87	OLD DOSS LANE
	66.13'	N24°59'25"E	
2025	28.79'L	101+49.81	OLD DOSS LANE
	115.28'	N174°01'W	
2026	30.84'L	103+00.05	OLD DOSS LANE
	111.14'	N58°35'03"W	
2027	40.21'L	104+16.71	OLD DOSS LANE
	92.84'	N46°19'30"W	
2028	39.23'L	105+00.12	OLD DOSS LANE
	92.86'	N39°42'49"W	
2029	31.37'L	105+99.27	OLD DOSS LANE
	94.83'	N70°27'59"W	
2030	50.53'L	106+93.72	OLD DOSS LANE
	78.94'	N52°16'28"W	
2031	47.54'L	107+67.71	OLD DOSS LANE
	135.89'	N46°02'59"W	
2032	37.36'L	109+00.25	OLD DOSS LANE
	32.65'	N41°30'40"W	
2033	38.04'L	109+24.01	OLD DOSS LANE
	8.07'	S32°30'46"W	
2034	45.45'L	109+21.78	OLD DOSS LANE
	12.68'	S35°16'45"W	
2035	67.43'L	109+19.01	OLD DOSS LANE
	20.80'	S35°16'45"W	
2036	77.29'L	109+15.32	OLD DOSS LANE
	61.79'	N61°44'06"W	
2037	108.52'L	109+53.35	OLD DOSS LANE
	66.65'	N61°44'06"W	
2038	110.62'L	111+00.43	OLD DOSS LANE
	64.74'	N32°57'12"E	
2039	47.41'L	110+86.44	OLD DOSS LANE
	67.27'	N61°08'30"W	
2040	37.79'L	111+51.03	OLD DOSS LANE
	66.02'	N52°39'56"W	
2041	37.77'L	111+99.42	OLD DOSS LANE
	51.56'	N31°41'09"W	
2042	40.99'L	112+36.56	OLD DOSS LANE
	51.53'	S70°18'05"W	
2043	92.48'L	112+35.55	OLD DOSS LANE
	85.12'	N19°41'55"W	
2044	96.50'L	113+29.21	OLD DOSS LANE
	37.07'	S70°12'54"W	
2045	133.53'L	113+27.58	OLD DOSS LANE
	108.54'	N19°47'06"W	
2046	138.92'L	114+33.29	OLD DOSS LANE
	54.53'	N70°12'54"E	
2047	44.60'L	114+39.13	OLD DOSS LANE
	112.35'	N14°04'33"W	
2048	45.07'L	115+48.24	OLD DOSS LANE
	189.79'	N15°11'57"W	
2049	38.23'L	117+56.03	OLD DOSS LANE
	38.18'	N34°29'47"W	
2050	34.93'L	117+99.69	OLD DOSS LANE
	87.64'	N58°26'20"W	
2051	41.26'L	119+01.14	OLD DOSS LANE
	102.41'	N50°40'21"W	
2052	45.49'L	119+79.85	OLD DOSS LANE
	124.91'	N16°34'37"W	
2053	30.67'L	121+00.10	OLD DOSS LANE
	103.88'	N33°39'32"W	
2054	38.52'L	121+99.37	OLD DOSS LANE
	62.95'	N15°16'47"W	
2055	42.21'L	122+48.55	OLD DOSS LANE
	4.90'	N18°17'50"W	
2056	43.50'L	122+53.28	OLD DOSS LANE
	61.24'	N03°46'01"E	
1011	47.38'L	123+00.83	OLD DOSS LANE

2

**PARCEL 2-F - CONTINUED**  
**SIX M<sup>2</sup> INVESTMENT I.P.**

**TEMPORARY CONSTRUCTION EASEMENT**

PNT	OFFSET/STATION	DISTANCE/BEARING	ALIGNMENT
1011	47.38'L	123+00.83	OLD DOSS LANE
		ARC LENGTH = 11.39'	
		CHORD BRNG = S31°05'58"E	
		CHORD LEN. = 11.38'	
		R = 75.00'	
1021	39.20'L	122+94.64	OLD DOSS LANE
		ARC LENGTH = 34.71'	
		CHORD BRNG = S15°34'44"E	
		CHORD LEN. = 34.02'	
		R = 50.00'	
1020	25.00'L	122+68.94	OLD DOSS LANE
		ARC LENGTH = 120.94'	
		CHORD BRNG = S14°48'23"E	
		CHORD LEN. = 118.72'	
		R = 181.59'	
1045	25.00'L	121+84.64	OLD DOSS LANE
		ARC LENGTH = 149.97'	
		CHORD BRNG = S26°01'44"E	
		CHORD LEN. = 149.51'	
		R = 549.10'	
1046	25.00'L	120+07.84	OLD DOSS LANE
		ARC LENGTH = 120.94'	
		CHORD BRNG = S41°38'45"E	
		CHORD LEN. = 119.02'	
		R = 149.59'	
1047	25.00'L	119+05.90	OLD DOSS LANE
		ARC LENGTH = 250.98'	
		CHORD BRNG = S37°32'22"E	
		CHORD LEN. = 241.42'	
		R = 261.00'	
1048	25.00'L	118+30.88	OLD DOSS LANE
		ARC LENGTH = 106.44'	
		CHORD BRNG = S09°59'29"E	
		CHORD LEN. = 106.44'	
1049	25.56'L	115+53.76	OLD DOSS LANE
		ARC LENGTH = 106.44'	
		CHORD BRNG = S13°07'28"E	
		CHORD LEN. = 106.44'	
1050	25.88'L	114+56.81	OLD DOSS LANE
		ARC LENGTH = 106.44'	
		CHORD BRNG = S16°34'20"E	
		CHORD LEN. = 106.44'	
1051	25.60'L	113+96.25	OLD DOSS LANE
		ARC LENGTH = 164.24'	
		CHORD BRNG = S17°26'46"E	
		CHORD LEN. = 164.24'	
1052	24.47'L	112+33.24	OLD DOSS LANE
		ARC LENGTH = 106.44'	
		CHORD BRNG = S43°29'10"E	
		CHORD LEN. = 102.81'	
		R = 117.10'	
1053	25.04'L	111+48.29	OLD DOSS LANE
		ARC LENGTH = 106.44'	
		CHORD BRNG = S59°31'54"E	
		CHORD LEN. = 106.44'	
1054	25.00'L	110+60.55	OLD DOSS LANE
		ARC LENGTH = 87.16'	
		CHORD BRNG = S48°35'55"E	
		CHORD LEN. = 85.23'	
		R = 75.00'	
1055	25.00'L	109+55.13	OLD DOSS LANE
		ARC LENGTH = 41.03'	
		CHORD BRNG = S27°40'16"E	
		CHORD LEN. = 41.03'	
1056	26.85'L	109+18.29	OLD DOSS LANE
		ARC LENGTH = 36.83'	
		CHORD BRNG = S45°43'51"E	
		CHORD LEN. = 36.22'	
		R = 58.42'	
1057	26.24'L	108+88.27	OLD DOSS LANE
		ARC LENGTH = 30.18'	
		CHORD BRNG = S56°17'43"E	
		CHORD LEN. = 30.10'	
		R = 115.37'	
1058	23.15'L	106+58.34	OLD DOSS LANE
		ARC LENGTH = 56.50'	
		CHORD BRNG = S49°48'01"E	
		CHORD LEN. = 56.50'	
1059	24.71'L	108+01.85	OLD DOSS LANE
		ARC LENGTH = 173.50'	
		CHORD BRNG = S55°20'52"E	
		CHORD LEN. = 173.12'	
		R = 755.10'	
1060	25.00'L	106+33.39	OLD DOSS LANE

2

**PARCEL 2-F - CONTINUED**  
**SIX M<sup>2</sup> INVESTMENT I.P.**

**TEMPORARY CONSTRUCTION EASEMENT**

PNT	OFFSET/STATION	DISTANCE/BEARING	ALIGNMENT
1060	25.00'L	106+33.39	OLD DOSS LANE
		ARC LENGTH = 70.52'	
		CHORD BRNG = S32°03'39"E	
		CHORD LEN. = 70.18'	
		R = 205.43'	
1061	25.00'L	105+54.28	OLD DOSS LANE
		ARC LENGTH = 3421.334"E	
		CHORD BRNG = S49°13'56"E	
		CHORD LEN. = 35.95'	
		R = 147.35'	
1062	25.20'L	104+59.09	OLD DOSS LANE
		ARC LENGTH = 36.84'	
		CHORD BRNG = S49°13'56"E	
		CHORD LEN. = 35.95'	
		R = 147.35'	
1063	25.20'L	104+27.13	OLD DOSS LANE
		ARC LENGTH = 75.90'	
		CHORD BRNG = S56°14'22"E	
		CHORD LEN. = 75.90'	
1064	24.87'L	103+51.34	OLD DOSS LANE
		ARC LENGTH = 35.54'	
		CHORD BRNG = S51°51'22"E	
		CHORD LEN. = 35.54'	
1065	25.00'L	103+14.86	OLD DOSS LANE
		ARC LENGTH = 134.92'	
		CHORD BRNG = S20°21'13"E	
		CHORD LEN. = 128.23'	
		R = 122.70'	
1066	25.00'L	101+52.44	OLD DOSS LANE
		ARC LENGTH = 73.25'	
		CHORD BRNG = S11°08'55"W	
		CHORD LEN. = 73.25'	
1042	27.78'L	100+84.75	OLD DOSS LANE
		CONSTRUCTION EASEMENT = 88,145 SQUARE FEET	
		1.33 ACRES	

3

**PARCEL 3**  
**CHEROKEE COUNTY, GEORGIA**

**REQUIRED RIGHT-OF-WAY**

PNT	OFFSET/STATION	DISTANCE/BEARING	ALIGNMENT
1009	63.05'R	123+92.34	OLD DOSS LANE
	139.38'	S89°24'54"W	
1010	58.32'L	123+27.40	OLD DOSS LANE
	37.13'	S03°46'01"W	
1011	47.38'L	123+00.83	OLD DOSS LANE
		ARC LENGTH = 265.93'	
		CHORD BRNG = N74°45'44"E	
		CHORD LEN. = 146.95'	
		R = 75.00'	
1009	63.05'R	123+92.34	OLD DOSS LANE
		REQ'D RIGHT-OF-WAY = 8,498 SQUARE FEET	
		0.20 ACRES	

**PARCEL 3**  
**CHEROKEE COUNTY, GEORGIA**

**TEMPORARY CONSTRUCTION EASEMENT**

PNT	OFFSET/STATION	DISTANCE/BEARING	ALIGNMENT
2056	43.59'L	122+53.28	OLD DOSS LANE
	99.14'	N18°17'50"W	
2057	91.24'L	123+14.79	OLD DOSS LANE
	3.13'	N32°42'17"E	
2058	90.83'L	123+16.73	OLD DOSS LANE
	25.45'	N89°24'24"E	
2059	67.31'L	123+23.52	OLD DOSS LANE
		ARC LENGTH = 37.17'	
		CHORD BRNG = S12°34'06"E	
		CHORD LEN. = 36.79'	
		R = 75.00'	
1011	47.38'L	123+00.83	OLD DOSS LANE
	61.24'	S03°46'01"W	
2056	43.59'L	122+53.28	OLD DOSS LANE
		CONSTRUCTION EASEMENT = 1,616 SQUARE FEET	
		0.04 ACRES	

EXHIBIT "A"

3 OF 3

REVISIONS	
A	DESCRIPTION



**Moreland Atobelli Associates, Inc.**  
Survey 3  
Licensing 1976-7610228

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**CHEROKEE COUNTY, GA**

**OLD DOSS LANE CONSTRUCTION PLANS**  
**RIGHT-OF-WAY PLANS**  
13-06



Cherokee County, Georgia  
Agenda Request

---

Agenda No.

1.3

SUBJECT: STOP VAWA CJSI GRANT MEETING DATE: 10/21/2014

SUBMITTED BY: Jerry W. Cooper, County Manager

---

COMMISSION ACTION REQUESTED:

Approve submission of continuation application for STOP VAWA Criminal Justice System Improvement (CJSI) Grant.

---

FACTS AND ISSUES:

- Grant Cycle is January 1, 2015-December 31, 2015. Award amount for 2010, 2011, 2012, and 2013 was \$80,000 per year. Required match for these years was \$26,666. Award amount for 2014 and 2015 is \$70,000 per year with match funding of \$23,333.
- Match funding is satisfied with existing personnel, match will not require any new county funds.
- Grant is renewable yearly as funding allows.
- Grant will continue Violence Against Women Prosecution Unit. Federal award will fund a prosecutor and a part time Investigator.
- Crimes assigned to the unit are sexual assault, domestic violence, and stalking.

---

BUDGET:

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

Budget Adjustment Necessary:

---

ADMINISTRATIVE RECOMMENDATION:

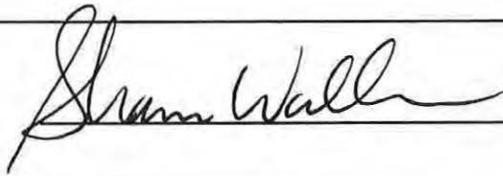
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REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:



**OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL**

REFERENCE NO. : 11xxx

**SUBGRANT AWARD**

**SUBGRANTEE:** Cherokee County Board of Commissioners

**IMPLEMENTING**

**FEDERAL FUNDS:** \$ 70,000

**AGENCY:** Cherokee County BOC

**MATCHING FUNDS:** \$ 23,333

**FUNDING CATEGORY:** Prosecution

**TOTAL FUNDS:** \$ 93,333

**SUBGRANT NUMBER:** W14-8-010

**GRANT PERIOD:** 01/01/15-12/31/15

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

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

**AGENCY APPROVAL**

**SUBGRANTEE APPROVAL**



\_\_\_\_\_  
Steven Hatfield, Director  
Criminal Justice Coordinating Council

\_\_\_\_\_  
Signature of Authorized Official      Date

Date Executed: 01/01/15

\_\_\_\_\_  
Typed Name & Title of Authorized Official

58-6000799-003

\_\_\_\_\_  
Employer Tax Identification Number (EIN)

\*\*\*\*\*  
INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	11xxx	1	01/01/15	9		**	W14-8-010
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	11yy2				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	VAWA 2014	624.41	\$ 70,000

**CRIMINAL JUSTICE COORDINATING COUNCIL**

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

**SPECIAL CONDITIONS**

**SUBGRANTEE:** Cherokee County BOC

**SUBGRANT NUMBER:** W14-8-010

1. Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits. In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Initials SON

2. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW subgrantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subgrantee acknowledges that it will comply with this provision.

Initials SON

3. 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 SON

4. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <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 SON

5. The subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not

permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids subgrantees from considering religion in employment decisions.

Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibits discrimination in employment.

Initials SON

6. 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 subgrantees each year for compliance reviews, audits that require subgrantees 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 SON

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

Initials SON

8. The OCR issued an advisory document for subgrantees on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Subgrantees should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, subgrantees should consult local counsel in reviewing their employment practices. If warranted, subgrantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Initials SON

9. An organization that is a subgrantee of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Initials SON

10. The subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if 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.

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEO requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEO Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report 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 the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEO Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEO requirements, you may request technical assistance from an EEO specialist at the OCR by telephone at (202)307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

Initials     SOW    

11. 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.

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR and to CJCC.

Initials     SOW    

12. 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     SOW    

13. 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     SOW    

14. 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 SOW

15. 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 SOW

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

Initials SOW

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

Initials SOW

18. The subgrantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

Initials SOW

19. The subgrantee must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award. The Director of CJCC, upon a finding that there has been substantial failure by the subgrantee to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

Initials SOW

20. The subgrantee agrees that no more than 5 percent of the state's award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault or stalking. Grant funds may be used without limit to support, inform, and outreach to victims about available services.

Initials SOW

21. The subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactorily and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

Initials SON

22. 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. Subgrantee 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 OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Initials SON

23. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other 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 <http://www.ovw.usdoj.gov/grantees.html>.

Initials SON

24. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be submitted to and approved by the Criminal Justice Coordinating Council prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, subgrantees are required to maintain documentation to support all daily or hourly rates.

Initials SON

25. The subgrantee understand and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.

Initials SON

26. The subgrantee agrees that information on race, gender, age, and disability status of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

Initials SON

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

Initials SON

28. The subgrantee 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

subgrantee 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 SW

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

Initials SW

30. The subgrantee agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Initials SW

31. The subgrantee 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](mailto: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](http://www.usdoj.gov/oig).

Initials SW

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

Initials SW

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

Initials SW

34. The subgrantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrantee 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 SW

35. The subgrantee 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 SW

36. 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 SW

37. 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 SW

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

Initials SW

39. The subgrantee agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.

Initials SW

40. The subgrantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subgrantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

Initials SN

41. 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 SN

42. 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 SN

43. 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 SN

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

45. Grant funds may be used only for the purposes in the subgrantee's approved application. The subgrantee shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with CJCC grant funds, without prior written approval from CJCC. 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 SN

46. The subgrantee agrees that all activities undertaken with VAWA funds will address only the crimes of domestic violence, dating violence, sexual assault, and/or stalking. 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 SW

47. 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 SW

48. 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 SW

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

Initials SW

50. Under the Government Performance and Results Act (GPRA) and VAWA 2000, subgrantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the subgrantee agrees to submit an electronic progress report on program activities and program effectiveness measures. Subgrantees are required to collect the information that is included on VSSRs or CJSSRs, OPMs, and the Measuring Effectiveness Progress Reports for the OVW Program under which this award is funded. Reporting types include, but are not limited to:

- i. Statistical data describing project performance from programs providing direct victim services must be submitted to the Criminal Justice Coordinating Council using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 30, April 30, July 30, and October 30. The fourth quarter report, due to Criminal Justice Coordinating Council October 30, requires subgrantees to complete the narrative section included with that quarter's statistical report.
- ii. Statistical data describing project performance from programs providing Criminal Justice System Improvement (CJSI) activities must be submitted to the Criminal Justice Coordinating Council using the Criminal Justice Services Statistical Report (CJSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due semiannually on January 30 and July 30. The report due to CJCC on January 30 requires subgrantees to complete the narrative section included.
- iii. Performance Reports describing program outcomes (OPM) that reflect changes in clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective type of program on their client surveys. Programs are required to follow the Criminal Justice Coordinating Council Data Collection Guidelines and report on the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs may not match totals reported for outcomes since outcomes are collected from clients only at the substantial completion of services. The performance reports are due semiannually on May 30th and November 30th.
- iv. Annual Reports describing program activities and the subgrantee's adherence to the S.T.O.P. VAWA purpose areas must be submitted to CJCC by February 15, 2016. The report covers the current VAWA grant year (January 1-December 31, 2015) and must only reflect activities undertaken with the use of S.T.O.P. VAWA funds.

Initials SW

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

Coordinating Council.

Initials SW

52. Non-profit, non-governmental victim services programs receiving STOP subgrants under the victim services allocation cannot be required by the State to provide matching dollars. The state will verify that victim service providers that are nonprofit organizations will be organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.

All other programs receiving STOP subgrants are required by the State to provide matching dollars. The match amount reflects 25% of the total award amount and can be made through cash or inkind funds.

Initials SW

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

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

Initials SW

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

Initials SW

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

Initials SW

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

Initials SW

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

Initials SW

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

abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-3-91, et. seq).

Initials SW

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

Initials SW

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

Initials SW

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

Initials SW

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

Initials SW

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

Initials SW

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

Initials SW

- 65. Subgrantees of awards for training shall agree to coordinate with CJCC and other STOP VAWA-funded training programs. Required coordination activities will include participation in meetings and conference calls as requested; submitting agendas and curricula for all trainings partially or fully covered by the award; and entering into a Memorandum of Understanding with other VAWA training programs as requested by CJCC. All trainings paid for in full or in part with S.T.O.P. VAWA funds must be submitted to CJCC via the online web form at <http://cjcc.georgia.gov/webform/submit-stop-vawa-funded-trainings-cjcc> to be listed on a centralized calendar at <http://cjcc.georgia.gov/training-initiatives>.

Initials SW

- 66. Subgrantees with awards for Discretionary and CJSI projects (Training, Prosecution, Probation/parole, Courts, and Law Enforcement) agree to coordinate with their local victim service provider and/or the appropriate federally recognized state coalitions (Georgia Coalition Against Domestic Violence and/or the Georgia Network to End Sexual Assault) to ensure their projects affirm victim safety, autonomy and economic independence.

Initials SN

67. Subgrantees of awards for prosecution units shall delegate at least one staff member to participate in their jurisdiction's local monthly domestic violence task force meetings. Units that have more than one task force within their jurisdiction may participate on one or more to be considered compliant. All VAWA-funded prosecutors must attend at least one 2-day training provided by the Georgia Commission on Family Violence during the grant year. Each VAWA-funded prosecution office must also conduct at least two domestic violence trainings (In coordination with the PAC Domestic Violence/Sexual Assault Prosecutor) within the agency's jurisdiction during the grant year.

Initials SO

68. Subgrantees agree to participate on the state's S.T.O.P. VAWA Implementation Plan Committee. The subgrantee commits to delegating participation of at least one staff representative to attend the annual full planning meeting and to participate on at least one subcommittee by attending or calling in to at least one quarterly subcommittee meeting.

Initials SO

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

\_\_\_\_\_  
Authorized Official Signature

\_\_\_\_\_  
Date

L.B. Ahrens, Jr. Chairman

\_\_\_\_\_  
Print Authorized Official Name

\_\_\_\_\_  
Title

# CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: W14-8-010

AGENCY NAME: Cherokee County Board of Commissioners

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

- MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

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

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

BANK NAME: Wells Fargo

BANK ROUTING NUMBER: 061000227

BANK ACCOUNT NUMBER: 2000138974925

AGENCY CONTACT NAME: Kristi Thompson

AGENCY CONTACT  
TELEPHONE NUMBER: 770-721-7805

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

AGENCY AUTHORIZED  
OFFICIAL SIGNATURE: \_\_\_\_\_

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

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

AGENCY AUTHORIZED  
OFFICIAL SIGNATURE: \_\_\_\_\_

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**For CJCC Use ONLY**

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>L.B. Ahrens, Jr.</u> Title: <u>Chairman</u> Telephone No.: <u>678-493-6000</u> Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



OMB APPROVAL NO. 1121-0140  
EXPIRES 01/31/2006

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
  - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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;

(b) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) 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.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) 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;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) 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

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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 Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114

2. Application Number and/or Project Name  
W14-8-010  
Violence Against Women Prosecution Unit

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

L.B. Ahrens, Jr.

5. Signature

6. Date

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

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

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

L.b. Ahrens, Jr., Chairman

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Cherokee County Board of Commissioners

\_\_\_\_\_  
Name of Organization

1130 Bluffs Parkway, Canton, GA 30114

\_\_\_\_\_  
Address of Organization

### **Instructions for Federal Debarment Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.





## Cherokee County, Georgia Agenda Request

---

SUBJECT: Surplus

MEETING DATE: 10/21/2014

SUBMITTED BY: Evariste Nya, IT Director

---

COMMISSION ACTION REQUESTED:

Consider approval to surplus old printers at the Tax Commissioner's office

---

FACTS AND ISSUES:

These devices at the Tax Commissioner's office are in very poor condition. They are of no use to the county. We would like to dispose of them thru Waste Management.

---

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

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

---

ADMINISTRATIVE RECOMMENDATION:

Approval to surplus old printers

---

REVIEWED BY:

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

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

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

*Evariste Nya*

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

SURPLUS PROPERTY TRANSFER FORM

Date: 10/16/14

Transferred From:  <div style="font-size: 2em; font-family: cursive;">IT</div>	Transferred To:  <div style="font-size: 1.5em; font-family: cursive;">Waste Mgt</div>
--	---

Action Requested:  Transfer  Surplus  Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	HP LaserJet 4300dtn	P			
2	1	HP LaserJet P.3005	P			
3	1	HP LaserJet 4100N	P			
4						
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature:	Dept Property Coordinator Signature:	Received By Signature: _____
Title: <u>Procurement Specialist</u>	Title: <u>Chief Deputy Tax Com</u>	Title: _____
Date: <u>10/17/14</u>	Date: <u>10/16/14</u>	Date: _____



### Cherokee County, Georgia Agenda Request

SUBJECT: 2015 LMIG Proposal

MEETING DATE: October 21, 2014

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

**COMMISSION ACTION REQUESTED:**

Consideration of request to submit list of nine (9) roadways in need of resurfacing to GDOT for funding under the 2015 LMIG (Local Maintenance and Improvement Grant).

**FACTS AND ISSUES:**

This is to request approval of roads for Cherokee County to submit to the Georgia Department of Transportation for resurfacing under the LMIG (Local Maintenance and Improvement Grant) program for its 2015 fiscal year. The list of roads attached. It includes nine (9) roads with a total length of 8.5 miles.

For 2015 GDOT has announced that Cherokee County will be receiving approximately \$1,590,476.50 in LMIG funds.

In 2014 Cherokee County received \$1,592,611.00 in LMIG funds for roadway resurfacing on sixteen (16) roads with a total length of 25.74 miles.

**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 submit list of nine (9) roadways in need of resurfacing to GDOT for funding under the 2015 LMIG (Local Maintenance and Improvement Grant).

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

## 2015 LMIG PROJECT PROPOSAL for Cherokee County

Road Name	Beginning	Ending	Length (Mile)	Description of Work	Project Cost	Project Let Date
Bells Ferry Road	Sixes Road	Butterworth Road	1.848	Resurf/Patch/Lvl/Mill	\$ 512,112.48	2015
Bridge Mill Avenue	Bells Ferry Road	Bridge Mill Pkwy	1.810	Resurf/Patch/Lvl/Mill	\$ 377,807.47	2015
Bridge Mill Parkway	Bells Ferry Road	Bridge Mill Avenue	0.118	Resurf/Patch/Lvl/Mill	\$ 58,660.80	2015
Trickum Road	SR 92	Barnes Road	1.748	Resurf/Patch/Lvl/Mill	\$ 547,430.61	2015
Trickum Road	Cobb County Line	SR 92	0.800	Resurf/Patch/Lvl/Mill	\$ 144,888.67	2015
Eagle Drive	Bells Ferry Road	Cul de sac	1.200	Resurf/Patch/Lvl/Mill	\$ 281,758.40	2015
Eagle View Trace	Eagle Drive	Cul de sac	0.100	Resurf/Patch/Lvl/Mill	\$ 15,590.67	2015
Towne Lake Hills South	Towne Lake Parkway	School	0.820	Resurf/Patch/Lvl/Mill	\$ 275,904.93	2015
North Parkway	Towne Lake Parkway	Private Area	0.071	Resurf/Patch/Lvl/Mill	\$ 19,994.48	2015
			<b>8.515</b>		<b>\$2,234,149</b>	

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

June 16, 2014

L. B. (Buzz) Ahrens, Chairman  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA. 30114

*to Geoff Markon*

RE: Fiscal Year 2015 Local Maintenance & Improvement Grant (LMIG) Program

Dear Chairman Ahrens:

The Department will begin accepting applications for the FY 2015 LMIG Program on July 1, 2014. Please complete the attached application along with your Project Report form containing the road name, length of project, termini, type of work, project cost and construction let date. *Please note that starting in FY 2015 we need your application and project list mailed to the Cartersville District Office at P.O. Box 10, Cartersville, Georgia 30120 instead of the Local Grants Office in Atlanta.* All LMIG applications must be received in the District Office no later than January 1, 2015.

Your formula amount for the 2015 Program is \$1,590,476.50. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The General Guidelines and Rules and other pertinent reports can be found on the Department's website at [www.dot.ga.gov/localgovernment/fundingprogram/LMIG](http://www.dot.ga.gov/localgovernment/fundingprogram/LMIG). We must receive a satisfactory status letter of your previous LMIG Grants before approval can be given on your FY 2015 application.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter, this will allow the Department to assist you in your road and street improvements.

Sincerely,

Handwritten signature of Keith Golden in cursive.

Keith Golden, P.E.  
Commissioner

KG:TLG  
Attachments

Cc: Mr. DeWayne Comer; Hon. Michael Caldwell; Hon. Scott Turner; Hon. Sam Moore; Hon. Mandi Ballinger; Hon. John Carson; Hon. Bruce Thompson; Hon. Brandon Beach; Hon. John Albers; Mr. Jeff Lewis

*cc: Cliff Harden*

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2015**  
*TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.*

**LOCAL GOVERNMENT INFORMATION**

Date of Application: \_\_\_\_\_  
Name of local government: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Contact Person's Phone Number: \_\_\_\_\_  
Contact Person's Fax Number: \_\_\_\_\_  
Contact Person's Email: \_\_\_\_\_

Is the Priority List attached?

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title), on behalf of \_\_\_\_\_ (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

the 1990s, the number of people in the world who are undernourished has increased from 600 million to 800 million (FAO 2001).

There are a number of reasons for this increase. One of the main reasons is the increase in the world population. The world population is expected to increase from 6 billion in 1999 to 9 billion by 2050 (UN 2000).

Another reason is the increase in the number of people who are living in poverty. The number of people living on less than \$1 per day has increased from 1.2 billion in 1990 to 1.6 billion in 2000 (World Bank 2001).

A third reason is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 3 billion in 1990 to 4 billion in 2000 (World Bank 2001).

There are a number of factors that contribute to the increase in the number of people who are undernourished. These factors include:

1. The increase in the world population.

2. The increase in the number of people who are living in poverty.

3. The increase in the number of people who are living in rural areas.

4. The increase in the number of people who are living in areas that are prone to drought and other natural disasters.

5. The increase in the number of people who are living in areas that are affected by conflict and political instability.

6. The increase in the number of people who are living in areas that are affected by climate change.

7. The increase in the number of people who are living in areas that are affected by the global financial crisis.

8. The increase in the number of people who are living in areas that are affected by the global food crisis.

9. The increase in the number of people who are living in areas that are affected by the global energy crisis.

10. The increase in the number of people who are living in areas that are affected by the global water crisis.

11. The increase in the number of people who are living in areas that are affected by the global health crisis.

12. The increase in the number of people who are living in areas that are affected by the global environmental crisis.



## Cherokee County, Georgia Agenda Request

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SUBJECT: Animal Control Vehicle

MEETING DATE: October 21, 2014

SUBMITTED BY: Ron Hunton, Chief Marshal

---

COMMISSION ACTION REQUESTED:

Consider approval to purchase 2015 Ford Interceptor from Wade Ford. Purchase price of \$30,531.00.

---

FACTS AND ISSUES:

The Cherokee County Marshal's Office requested quotes for a 2015 Ford Interceptor. Quotes are attached from Wade Ford, Brannen Motor Company and King Ford.

We recommend awarding purchase order to Wade Ford for the State Contract quote.

Purchase funded from budgeted SPLOST funds for FY2015 for Animal Control vehicles.

---

BUDGET:

Budgeted Amount: \$75,208.00	Account Name: SPLOST 12 Animal Control
Amount Encumbered:	Vehicle
Amount Spent to Date:	Account #: 339100000.542200.670100
Amount Requested: \$30,531.00	
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:

Award purchase order to Wade Ford in the amount of \$30,531.00 for the purchase of a 2015 Ford Interceptor.

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REVIEWED BY:

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

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

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

# Procurement Summary

**Date Submitted:** 15-Oct-14  
**Submitted by:** Savannah Shadburn  
**PSA Number:** n/a  
**Value of Contract:** \$30,531.00  
**Period of Performance:** vehicle delivery  
**Supplier Name:** Wade Ford  
**General Description:** 2015 Ford Interceptor  
**Source of Funds:** SPLOST 12 Animal Control

## Contract Information

### Proposed Contract Type

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

**Formal Advertised Procurement:**  Yes  No\*

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

Supplier Selection Based on:

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

Weight	Evaluation Criteria
100%	Price

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

<input checked="" type="checkbox"/>	No <b><i>Cherokee County</i></b> Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsive
<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
	\$ 30,531.00	Wade Ford	Smyrna, GA	State Contract
	\$ 32,700.00	Brannon Motor Company	Unadilla, GA	
	\$ 30,575.40	King Ford	Murphy, NC	

Fair Price Determination:

Method	Price Analysis Type
<input checked="" type="checkbox"/>	Lowest Bidder
<input 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:** price for each includes \$4,612.00 in equipment from Interceptor, to be paid for by the dealer.

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

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\*Notes:

State of Georgia contract for Police Pursuit Vehicles, # 99999-SPD-ES40199409-0003.  
 Wade Ford is authorized State Contract holder for Ford model pursuit vehicles.  
 Contract is valid until August 31, 2015.

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## GA Statewide Contract ES-RFR-40199-409

### 2015 Pursuit Utility Vehicle (Explorer)

3.76L V6 500A PACKAGE CLOTH FRONT/VINYL REAR SEAT, POWER WINDOWS & LOCKS, PURSUIT RATED TIRES

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080 (678) 385-3452

Roger Moore Phone 678-460-3881 FAX 770-433-2412 email: rmoore@wade.com

Jack Eastland Phone (678) 385-3452 FAX (770) 433-2412 email: jeastland@wade.com

Order Code	Chassis	Total	Order	Body / Equipment	Total
86P	Headlight Housing	\$112.00	\$0.00		
99T	EcoBoost Engine	\$3,451.00	\$0.00		
1 59S	Keyless Remote	\$230.00	\$230.00		
XTR	Extra Key / Fob	\$99.00	\$0.00		
51T	LED Drivers Spotlight Wholen	\$386.00	\$0.00		
43D	Dark Car	\$18.00	\$0.00		
60A	Pre Wire Grille	\$145.00	\$0.00		
17T	Dome Lamp	\$47.00	\$0.00		
47C	Front Wiring Harness	\$96.00	\$0.00		
21P	Rear Wiring Harness	\$120.00	\$0.00		
91*	Two Tone Vinyl	\$740.00	\$0.00		
64B	Wheel Covers	\$55.00	\$0.00		
21B	Rear View Camera (requires SYNC)	\$225.00	\$0.00	1	
53M	SYNC	\$261.00	\$0.00		
61R	Remappable Switches (4) on Steering Wheel	\$143.00	\$0.00		
16C	Carpet	\$112.00	\$0.00		
88F	2nd Row Cloth Seats	\$54.00	\$0.00		
59*	Keyed Alike (must specify key code)	\$46.00	\$0.00		
19L	Lockable Gas Cap	\$18.00	\$0.00		
76R	Reverse Sensing	\$242.00	\$0.00		
60R	Noise Suppression Bonds	\$92.00	\$0.00		
549	Heated Mirrors	\$56.00	\$0.00		
55B	BLIS	\$432.00	\$0.00		
63V	Cargo Storage Vault	\$224.00	\$0.00		
942	Daytime Running Lights	\$42.00	\$0.00		
682	Roof Rack	\$90.00	\$0.00		
593	Perimeter Alarm	\$110.00	\$0.00		
68L	Rear Door Handles InOperable	\$32.00	\$0.00		
67U	Ultimate Wiring Pkg	\$506.00	\$0.00		
18W	Rear Window Power Delete	\$32.00	\$0.00		
1 17A	Aux AC (N/A 63V)	\$562.00	\$562.00		
			\$0.00		

Order	PAINT COLORS	
xx	E3	Arizona Beige Clearcoat
	LK	Dark Blue
	JL	Dark Toreador Red Metallic
	J4	Deep Impact Blue
	UA	Ebony
	UX	Ingot Silver Metallic
	J1	Kodiak Brown Metallic
	LN	Light Blue Metallic
	BU	Medium Brown Metallic
	YG	Medium Titanium Metallic
	KR	Norsea Blue Metallic
	YZ	Oxford White
	LM	Royal Blue
	TN	Silver Gray Metallic
	HG	Smokestone Metallic
	UJ	Sterling Gray Metallic
	MM	Ultra Blue Metallic

Base Vehicle	\$25,127.00
Total Chassis Options	\$792.00
Total Body Options	\$4,612.00
Delivery Zone	
Tag and Title	
<b>Total</b>	<b>\$30,531.00</b>

Agency Contact Mike Dupuis  
 Phone \_\_\_\_\_  
 Agency Cherokee County  
 Address \_\_\_\_\_

NOTES:

WADE FORD LOW BID

# INTERCEPTOR

P.O. Box 817 \* 1110 Indian Springs Drive \* Forsyth, GA 31029  
Office: (478)974-0105 \* Fax (478)994-4497 \* Toll (866)834-4375

SHIPPED VIA	VALID FOR 30 DAYS	MDD	P. O. NUMBER	DATE
		80		9/9/14
<b>SOLD TO:</b>			<b>SHIP TO:</b>	
WADE FORD FOR CHEROKEE CO SO				
ATTEN: ROGER MOORE				
PHONE NO. 770-527-9041			FAX NO.	

VEHICLE INFORMATION	
MAKE: FORD	VIN:
MODEL: PI UTILITY	KEY TAG#:
YEAR: 2015	ARRIVAL DATE:
UNIT STOCK NO.	

QTY.	PART NUMBER	PACKAGE DESCRIPTION	UNIT	TOTAL
1	21TRPL47A4	CODE 3 21TR PLUS 47" LIGHT BAR ALL BLUE	1,115.00	1,115.00
2	LINZ6	WHELEN TIER 6 ON PUSH BUMPER	88.00	176.00
2	RVB0JZCR	WHELEN TIER 3 ON TAG BRACKET	56.00	112.00
1	RBKT7	WHELEN TAG BRACKET	14.00	14.00
1	295SL100	WHELEN 295 SL100	225.00	225.00
1	295SLSA6	WHELEN SIREN/LIGHT SWITCH CONTROLER	390.00	390.00
1	SA315P	WHELEN 315 SPEAKER	199.00	199.00
1	SAK23	WHELEN SPEAKER BRACKET	23.00	23.00
1	C-VS-1400	HAVIS CONSOLE 14"	214.00	214.00
1	C-CUP2-1	HAVIS DUAL CUP HOLDER	30.00	30.00
1	C-LP-3	HAVIS 3 OUTLET DC	32.00	32.00
1	5340	GO RHINO PUSH BUMPER	250.00	250.00
1	AAM79KTD9PWSAN	MOTOROLA 1500PM RADIO	1,275.00	1,275.00
1	36750-10772	1/4 WAVE ANTENNA VHF W/ COAX	42.00	42.00
1	LABOR	LABOR/INSTALLATION	515.00	515.00
				0.00
				0.00
				0.00
REP: MARK BANDY/mark@interceptor-pse.com			TOTAL	5,4612.00

FLEET - COMMERCIAL - GOVERNMENT SALES



"MIDDLE GEORGIA'S OLDEST FORD FAMILY"

Page  
2

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

P.O. Box 746

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

9-3-2014

FLEET PROPOSAL

Mike

Cherokee County

	Code 3 light box - 21 TR Plus - Blue	
	Go Rhino push bumper	
	Two Whelen "500" series Tri-Color Blue LEDs	
	on push bumper	
	Two Whelen Tri-Color Blue LEDs around tag	
	on rear	
	Whelen 2955L 100 Ah siren/switches	
	Whelen SA315P speaker	
	Harris Shield Console w/ cupholders	
	adjustable arm rest, 3 way plug	
	Motomta PM 1500 Radio-VHF	
		\$ 32,700 <sup>00</sup>
	TOTAL:	

Thanks,

BY: Bobby Reed

TITLE: Fleet Mgr.

FLEET - COMMERCIAL - GOVERNMENT SALES

**BRANEN** Motor Company

"MIDWEST GEORGIA'S OLDEST FORD FAMILY"

Phone: (478) 627-3221  
Toll Free: 800-999-9636  
Fax: (478) 627-9328

P.O. Box 744

1990 Second St.  
I-75 & GA 238 (Exit 12A)  
Dundalk, GA 31001

Phone: 770-345-0200 9-3-2014  
FLEET PROPOSAL  
Fax: 770-345-1998

Page 10  
Mike Cherokee County

2015 Ford Interceptor Utility Vehicle

- Power windows, locks, tilt and cruise
- AM/FM stereo radio/clock/CD
- Cloth bucket seats with power driver's seat, vinyl rear seat, vinyl floor covering, column shifter
- Front and rear air conditioner and heat, ABS brakes
- 3.7L V6 engine, 6 speed automatic transmission
- P245/55R18 tires, police spoke wheels with center caps, all-wheel drive
- Power adjustable pedals, front and side air bags
- Tire pressure monitoring system, rear window defroster/wiper
- Remote keyless entry, electronic outside mirrors

Arizona Beige color

TOTAL:

Bobley Reed  
Mr. Bobley Reed

Title: Fleet Manager



Order No: 2222 Priority: L1 Ord FIN: Q0498 Order Type: 5B Price Level: 515  
Ord Code: 500A Cust/Flt Name: CHEROKEE CO PO Number:

RETAIL		RETAIL	
K8A	4DR AWD POLICE \$30185	SP	DLR ACCT ADJ
	.112.6" WB	SP	FLT ACCT CR
E3	ARIZONA BEIGE		FUEL CHARGE
9	CLTH BKTS/VNL R	B4A	NET INV FLT OPT NC
W	BLACK INTERIOR		DEST AND DELIV 895
500A	EQUIP GRP	TOTAL	BASE AND OPTIONS 31865
99R	.3.7L V6 TIVCT NC	TOTAL	31865
44C	.6-SPD AUTO TRAN NC	*THIS IS NOT AN INVOICE*	
67U	ULTIMATE WR KIT 550		
	.GRILL WIRING		
	.RR MOUNT PLATE		
	FRT LICENSE BKT NC		
*21P	WIRING KIT-RR 130		
*47C	WIRING KIT-FRT 105		
	FLEX FUEL		

King Ford

Your Price

\$ 25,997.00 + 4,578.40 EQUIPMENT

TOTAL 30,575.40

Plus the attached OUT OF N.C. upfit proposal!

The specifications in this quote include three options that were required by the upfitter, for the upfits requested.





# Cherokee County, Georgia Agenda Request

2.3

SUBJECT: SO Adult Detention Center

MEETING DATE: 10/21/2014

SUBMITTED BY: Major Johnson, Adult Detention Center

---

**COMMISSION ACTION REQUESTED:**

Award standard construction agreement to the most responsive, responsible proposer, Country Carpet, in the amount of \$98,461 for the Removal and Replacement of the Kitchen Flooring at the Cherokee County Adult Detention Center and authorize a Budget Amendment.

---

**FACTS AND ISSUES:**

RFP#2014-82 was released on September 26, 2014 requesting sealed proposals to remove the existing flooring in the Adult Detention Center (ADC), build up the floor in specified areas to allow for drainage and re-floor the area (approximately 6,200 SF) with 12x12 porcelain tile and 6" base cove. Three proposals from two suppliers were received on October 10, 2014; 1) Country Carpet of Canton, GA and 2) StonHard of Maple Shade, NJ. The RFP specified a 12x12 porcelain tile with a breaking strength of at least 400lbs and heavy foot traffic. After careful review of the proposed products, it was determined that only the proposal from Country Carpet was responsive. The products proposed by StonHard (a four-component polyurethane mortar system) were specified for "foot traffic only" which is insufficient in the ADC Kitchen due to the extensive use and need for food carts, equipment/material trays and hand carts to feed 600 inmates three times per day. Additionally StonHard took several exceptions to the County's standard construction services agreement terms and conditions.

As the single responsive proposal, a pricing analysis was performed by the Procurement & Risk Management Department and outlined in the Procurement Summary to ensure the price was fair and reasonable. Prices of five different tiles were reviewed and ranged from a low of \$3.89 per square foot (Country Carpet) to a high of \$11.19 per square foot (Calibex.com). As per the Procurement Summary, the price proposed by Country Carpet is determined to be fair and reasonable.

A budget amendment is needed from the Jail Fund reserves to cover this project.

---

**BUDGET:**

Account Name: Jail Fund – Repairs/Maintenance  
Account #: 23420000-522200

Current Adopted Budget:	\$286,594
Budget Amendment:	+\$39,000
Total Revised Budget:	\$325,594
Amount Spent to Date:	\$ 6,670
Amount Encumbered:	\$219,909
<b>Amount Requested:</b>	<b>\$ 98,641</b>
Remaining Budget:	\$ 374

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.

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ADMINISTRATIVE RECOMMENDATION:

Award standard construction agreement to the most responsive, responsible proposer, Country Carpet, in the amount of \$98,461 for the Removal and Replacement of the Kitchen Flooring at the Cherokee County Adult Detention Center and authorize a Budget Amendment.

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REVIEWED BY:

DEPARTMENT HEAD:

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AGENCY DIRECTOR:

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COUNTY MANAGER

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**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
27190	389000	USE OF RESERVES	(39,000.00)
			(39,000.00)

**EXPENDITURES:**

Department Org Code	Object	Account Name	Amount
2342000	522200	REPAIRS/MAINTENANCE	39,000.00
			39,000.00

**PURPOSE OF TRANSFER/ AMENDMENT**

Reduce Jail Fund Reserves and increase Jail Fund Expenditures for ADC Kitchen Flooring Project

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**Department Head Approval:** \_\_\_\_\_

**County Manager Approval:** \_\_\_\_\_

**Date Approved by BOC (please attach a copy of Minutes)** 10/21/2014

# Procurement Summary

**Date Submitted:** 17-Oct-14  
**Submitted by:** Kristi Thompson  
**PSA Number:** 2014-82  
**Value of Contract:** \$98,641  
**Period of Performance:** 30 days  
**Supplier Name:** Country Carpet, LLC  
**General Description:** ADC KITCHEN FLOORING REPLACEMENT  
**Source of Funds:** OPERATIONS - REPAIRS/MAINTENANCE

## Contract Information

### Proposed Contract Type

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

Formal Advertised Procurement:  Yes  X  No\*

Number of Bidders Contacted / Number of Bids Received: 4 / web | 3

Supplier Selection Based on:

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

Weight	Proposal Evaluation Criteria
50%	Cost
10%	Schedule
40%	References

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

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

### Summary of Analysis / Scoring

Total Score*	Total	Price Labor*	Materials	Company	City, State
100	\$ 98,641.00	\$ 55,850	\$ 42,791	Country Carpet, LLC	Canton, GA

Fair Price Determination:

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

**Important Price Evaluation Notes:** Labor price is total labor for the project and inclusive of removing existing flooring and building up floor in specified areas to allow for drainage.

**Why Other Than Low Bidder Selected:** Other proposals determined non-responsive. Product specified deemed inferior and not able to withstand expected use. Both products specify "floor is subject to foot traffic only" as a condition of use. The ADC Flooring needs to withstand more than foot traffic on a daily basis (food carts, equipment/material trays, dollies, hand carts, etc.).

**\*Notes:** Market analysis performed to determine single responsive, responsible proposal is fair and reasonable (see attached Pricing Analysis).

Price per square foot of tile quoted by vendor compared to that of similar tile meeting specifications and that of the proposed alternate material (StonShield UTS) resulted in recommended vendor pricing being the low (out of 5 products compared).  
 Savings over high: \$7.30 per SF or \$45,260 total  
 Savings over average: \$3.45 per SF or \$21,215 total

# CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-82

RFB/RFP NAME: ADC KITCHEN FLOORING

## PRICING ANALYSIS

\*THIS PRICING EVALUATION WAS DONE TO DETERMINE FAIR AND REASONABLENESS OF SOLE PROPOSER.

\*PRICING EVALUATION DONE TO FIRST ALTERNATE PRODUCT AND MARKET ANALYSIS OF 12X12 TILE.

\*STONHARD'S SECOND ALTERNATE PRODUCT WAS NOT CONSIDERED IN THE PRICING ANALYSIS AS REP ADMITTED WOULD NOT HOLD UP TO EXPECTED USE.

12X12 TILE WITH MIN 400 STRENGTH AND HIGH TRAFFIC

<u>VENDOR</u>	<u>PRODUCT</u>		<u>\$ / SF</u>	<u>TOTAL SF</u>	<u>TOTAL \$</u>
COUNTRY CARPET	SHAW MONTE VISTA	\$	3.89	6200	\$ 24,118.00
HOME DEPOT (AVG)	VARIOUS	\$	5.34	6200	\$ 33,108.00
AMAZON	SAMSON GENESIS	\$	6.98	6200	\$ 43,276.00
STONHARD	STONSHIELD UTS	\$	9.32	6200	\$ 57,787.00
CALIBEX	SHAW TILE	\$	11.19	6200	\$ 69,378.00

	<u>\$/SF</u>	<u>TOTAL \$\$</u>
LOW	\$ 3.89	\$ 24,118.00
HIGH	\$ 11.19	\$ 69,378.00
AVERAGE	\$ 7.34	\$ 45,533.40

SAVINGS OVER HIGH:	\$ 7.30	\$ 45,260.00
SAVINGS OVER AVERAGE:	\$ 3.45	\$ 21,415.40

THE PRICE ANALYSIS DONE FOR THE MAIN PORTION OF THIS PROJECT - 12X12 FLOOR TILE

OTHER WORK OF PROJECT INCLUDES COVE BASE, UNLEVELING OF FLOOR FOR DRAINAGE PURPOSES, ADDING TRANSITION THRESHOLDS, WATER PROOFING AND REMOVING EXISTING FLOORING

# CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: **2014-82**  
 RFB/RFP NAME: **ADC KITCHEN FLOORING**  
 BID DUE DATE/TIME: **10/10/2014 @ 10:30AM**

**Proposals Received (no particular order)**

<u>NAME</u>	<u>CITY/STATE</u>	<u>Pricing Form</u>	<u>E-Verify</u>	<u>Refs</u>	<u>Non Coll Aff</u>	<u>Add Ackm't</u>	<u>Excep to PSA</u>	<u>Product Meets Specs**</u>
Country Carpet	Canton, GA	Y	Y	Y	Y	Y	None	Y
Stonhard	Maple Shade, NJ	Y	Y	Y	Y	Y	Several*	N

**Notes:**

\*Indicated three total exceptions; would require attorney review and approval to accept noted exceptions.

\*\*Stonhard proposed two different alternate materials; both determined to not meet needs - both rejected as "responsive".

**Scoring**

	<b>Country</b>	<b>Ston1</b>	<b>Ston2</b>
Cost (Max 50 Pts)	50.00	0.00	0.00
Schedule (Max 10 Pts)	10.00	0.00	0.00
References (Max 40 Pts)	40.00	0.00	0.00
Total	<b>100.00</b>	Non-responsive	Non-responsive

**Opening/Reading Attendance**

COMPANY	NAME
CC Procurement	Kristi Thompson 
_____	_____
_____	_____

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

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, 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 Country Carpet, LLC, ("Contractor"), collectively referred to as the "Parties".

**WITNESSETH:**

WHEREAS, the County desires to employ a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited proposals for construction of the Project pursuant to Cherokee County Request for Proposal, Project Number 2014-82, dated September 26, 2014; and

WHEREAS, the Contractor submitted a complete and timely proposal and met all proposal requirements such that the County awarded Project Number 2014-82 to the Contractor; and

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

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

WHEREAS, based upon Contractor's proposal to RFP#2014-82, the County has selected Contractor as the successful proposer, and

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

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

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

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

**Section 1. Contract Documents**

The following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the Contract Documents:

- A. This Agreement;
- B. Request for Proposal attached hereto as Exhibit “A”;
- C. Proposal Documents from Contractor, dated 10/10/2014, attached hereto as Exhibit “B”;
- D. Alien Employment affidavits attached hereto as Exhibits “C” and “D”;
- E. Cherokee County Code of Ethics;
- F. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

**Section 2. Project Description; Architect**

A. Project. The Project is defined generally as follows: Removal of approximately 6,200 square feet of existing flooring and approximately 700 square feet of existing cove base and the installation of new flooring and cove base as specified in the RFP including sloping floor towards drains to alleviate standing water in the Kitchen of the Cherokee County Adult Detention Center located at 150 Chattin Drive, Canton, GA 30114 (the “Project”).

**Section 3. The Work**

The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the Scope of Work outlined in Section 3 of the RFP. The Work includes all material, labor, insurance, tools, equipment, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within five (5) days of County’s issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

**Section 4. Contract Periods; Liquidated Damages**

- A. Contract Periods/Contract Term. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written “Notice to Proceed” provided by the County (the “Commencement Date”), and the Parties intend that all Work shall be completed within twenty-one (21) calendar days. Every effort will be made by Contractor to shorten this period. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [  **unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County’s fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [  **unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] absent the County’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.
- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **Two Hundred Fifty and 00/100 Dollars (\$250.00)** for each and every day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall

immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;
- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

**Section 5. Contractor's Compensation; Time and Method of Payment**

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed Ninety-Eight Thousand Six Hundred Forty-One Dollars and Zero Cents (\$98,641.00), except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the Contractor's flat fee submitted in their Proposal.
- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by Stephen D. Fulford (contract administrator) and the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of a final invoice setting forth in detail the Work performed and costs incurred.
- C. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders, as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

**Section 6. Change Orders**

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.

- B. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- D. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section 5 above. Any such change orders materially altering the terms of this Agreement, or increasing the total amount to be paid under this Agreement in excess of \$25,000.00, must be approved by the resolution of the Cherokee County Board of Commissioners.

**Section 7. Covenants of Contractor.**

- A. Ethics Code  
Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics or any other similar law or regulation.
- B. Time is of the Essence  
Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.
- C. Expertise of Contractor  
Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures.

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions,

laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the County of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the County of Work completed or produced, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

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

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has

been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

F. Contractor's Reliance on Submissions by the County

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

G. Contractor's Representative

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

H. Assignment of Agreement

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

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities"), which may be the result of willful, negligent, or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any

other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against

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

- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
  - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (b) Comprehensive Automobile Liability policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (c) Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
  - (d) Workers' Compensation policy with limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
  - (a) General Liability and Automobile Liability Coverage.
    - (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
    - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
  - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
  - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
  - (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (c) Builder's Risk Insurance. Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency."
- (d) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
  - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved

by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and County Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insureds and loss payees on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

L. Bonds

~~The Contractor shall provide Performance and Payment bonds on the forms attached hereto as Exhibit "C" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.~~

This section does not apply; project cost less than \$100,000.

M. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

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

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

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

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

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

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

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

- \_\_\_\_\_ 500 or more employees
- \_\_\_\_\_ 100 or more employees
- \_\_\_\_\_ Fewer than 100 employees

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

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

N. Records, Reports and Audits

- (1) Records:
  - (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
  - (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the County.
- (3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit

all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and/or data relating to all matters covered by this Agreement.

O. Confidentiality

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

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

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel

~~All of the individuals identified in Exhibit "I" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "I", without written approval of the County. Contractor recognizes that the composition of this team was instrumental~~

~~in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this Section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.~~

This section does not apply.

R. Authority to Contract

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

S. Ownership of Work

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

T. Meetings

The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

U. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 7(U) in every subcontract for services contemplated under this Agreement.

**Section 8. Covenants of the County**

A. Right of Entry

The County shall provide for right of entry for Contractor to the Cherokee County Adult Detention Center in order for Contractor to complete the Work.

**Section 9. Warranty**

A. Warranty

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year from the date of Final Completion at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year warrant period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

**Section 10. Termination**

A. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively

as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. Further, at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.

- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.

The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The Contractor shall have no right to terminate this agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or

at law or in equity.

**Section 11. Construction Administration**

- A. Stephen D. Fulford, Detention Center Maintenance Supervisor, (Contract Administrator) shall be responsible for the administration of the construction of the Project.
- B. The Contract Administrator's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.
- C. The duties, obligations, and responsibilities of the contractor under this agreement shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation, or responsibility of the contract administrator. The contractor is not a third-party beneficiary of any agreement by and between the county and contract administrator. It is expressly acknowledged and agreed that the duties of the contractor to the county are independent of, and are not diminished by, any duties of the contract administrator to the county.

**Section 12. Miscellaneous**

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
  - (i) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have

executed the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.

- F. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.
- G. Notices.

*(1) Communications Relating to Day-to-Day Activities.*

All communications relating to the day-to-day activities of the Work shall be exchanged between Stephen D. Fulford for the County and Rodney Fowler for the Contractor.

*(2) Official Notices.*

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

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

Procurement and Risk Management Department  
c/o Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114

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

Country Carpet, LLC  
2885 Ball Ground Hwy  
PO Box 4757  
Canton, GA 30114

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

- H. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to

be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.
- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect this Agreement.
- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR: Country Carpet, LLC**

**CHEROKEE COUNTY, GEORGIA**

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

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

[NOTARY SEAL]

[NOTARY SEAL]

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

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

**EXHIBIT “A”**

[INSERT REQUEST FOR PROPOSALS]

**EXHIBIT “B”**

[INSERT PROPOSAL DOCUMENTS FROM CONTRACTOR]

**EXHIBIT "C"**

STATE OF GEORGIA  
COUNTY OF CHEROKEE

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

\_\_\_\_\_  
Federal Work Authorization User ID#

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

\_\_\_\_\_  
Name of Contractor

#2014-82: ADC Kitchen Replacement  
Name of Project

Cherokee County Board of Commissioners  
Name of Public Employer

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

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

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_.

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

[NOTARY SEAL]

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

**EXHIBIT "D"**

STATE OF GEORGIA  
COUNTY OF CHEROKEE

**SUBCONTRACTOR AFFIDAVIT**

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

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

\_\_\_\_\_  
Federal Work Authorization User ID#

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

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city),  
\_\_\_\_\_ (state).

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

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

#2014-82: ADC Kitchen Replacement  
Name of Project

\_\_\_\_\_  
Printed Name and Title of Authorized Officer

Cherokee County Board of Commissioners  
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

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

## 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.