



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 10/3/2019
Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. September 19, 2019 (Pages 1 - 48)

[Attachments](#)

B. Resolutions

1. Time Change for the December 5, 2019 Council Meeting (Pages 49 - 50)

[Attachments](#)

C. Proclamations

1. St. Francis Catholic Church 50th Anniversary (Pages 51 - 52)

[Attachments](#)

D. Public Hearing - 2nd Reading of Zoning/Annexation Requests

1. SU19-04: Special Use Permit to Allow Apartments Above Retail in a Mixed-Use Development. Location: Hwy 411 and Hwy 20. Applicant: JB Henderson Properties (Pages 53 - 71)

[Attachments](#)

2. SU19-06: Special Use Permit to allow a Title Pawn or Pawn Shop. Location: 323 N. Tennessee St. Applicant: Auto Cash- Cartersville LLC (Pages 72 - 84)

[Attachments](#)

E. Resolutions

1. Redevelop Etowah Preserve (Pages 85 - 89)

[Attachments](#)

F. Second Reading of Ordinances

1. Cartersville Community Transportation Vehicle Ordinance (Pages 90 - 103)

[Attachments](#)

G. First Reading of Ordinances

1. Sale of Fire Station Property to Village Hill (Pages 104 - 106)

[Attachments](#)

H. Change Order

1. WTP Filters 1 – 3 & 7 Rehabilitation Project Change Order No. 1 (Pages 107 - 112)

[Attachments](#)

I. Certification

1. Community Rating System Annual Recertification (Pages 113 - 116)

[Attachments](#)

J. Contracts/Agreements

1. Douthit Ferry MPO Funding Request (Pages 117 - 119)

[Attachments](#)

2. Wire2Wire Running LLC (Pages 120 - 131)

[Attachments](#)

3. Belle Femme Barre (Pages 132 - 141)

[Attachments](#)

4. Trees Unlimited Contract and Allocation (Pages 142 - 180)

[Attachments](#)

K. Bid Award/Purchases

1. Traffic Signal Upgrades (Pages 181 - 183)

[Attachments](#)

2. ArcGIS Annual Maintenance (Pages 184 - 185)

[Attachments](#)

3. Painting of Hydrants (Pages 186 - 189)

[Attachments](#)

4. Engagement Letters from Mauldin and Jenkins, LLC (Pages 190 - 207)

[Attachments](#)

L. Monthly Financial Statement

1. July 2019 Financial Report (Pages 208 - 212)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.



City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
September 19, 2019

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached for your review.
City Manager's Remarks:	The minutes are recommended for Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 September 19, 2019
 8:00 A.M. – Work Session
 9:00 A.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Cartersville High School JROTC.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, City Attorney.

Absent: Kari Hodge, Council Member Ward One

II. Regular Agenda

A. Swearing in of Civic Youth Day Officials

1. Civic Youth Day Officials

Civic Youth Day officials were sworn in for the day.

B. Commendation/Recognition

1. Recognition of Awards from Georgia Downtown Association

Lillie Read, Downtown Development Manager stated at the 2019 annual conference of the Georgia Downtown Association, downtown Cartersville was given a statewide Award of Excellence in two out of the four competitive award categories. The renovation of the First National Bank building was recognized in the Design category for Best Facade Renovation, and the African American Heritage Trail of Bartow County, 9 of the 19 sites are downtown, was recognized in the Organization category for Premiere Partnership.

C. Council Meeting Minutes

1. September 5, 2019

A motion to approve the September 5, 2019 City Council Meeting Minutes as presented was made by Council Member Wren and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

D. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. SU19-04: Special Use Permit to Allow Apartments Above Retail in a Mixed-Use Development. Location: Hwy 411 and Hwy 20. Applicant: JB Henderson Properties

Randy Mannino, Planning and Development Department Head stated J.B. Henderson Properties is requesting a Special Use permit to allow apartments and condominiums, above, below, or behind commercial and office uses in the same building. Property is located at the southeast corner of the intersection of Hwy 20 & 411, Tax Parcel C101-0001-001. Said property contains 36.7 +/- acres. Approximately 15.5 of the 36.7 acres will be developed in this phase. 208 apartment units are planned within four mixed-use buildings. The current breakdown is (153) 1-bdrm and (55) 2-bdrm units with options to combine some units to create suites marketable to students at Highlands College. Planning Commission recommends approval 4-0.

Planning Commission approved rezoning (6-0) with the condition to limit future lots in subdivision to three (3) lots for the 9.7 acres (6-0).

The floor was opened for a public hearing:

Barry Henderson, of Cartersville, GA, came forward as the developer of the project and spoke in favor.

With no one else coming forward the public hearing was closed.

This is a first reading and does not require a vote.

2. SU19-06: Special Use Permit to allow a Title Pawn or Pawn Shop. Location: 323 N. Tennessee St. Applicant: Auto Cash- Cartersville LLC

Mr. Mannino stated Auto Cash-Cartersville LLC, is requesting a Special Use permit to allow a pawn and/ or title pawn business in the M-U (Multiple Use) district. The subject property is located at 323 N. Tennessee Street, Tax Parcel C004-0004-006. Said property contains approximately 0.57 acres. Planning Commission recommends approval with a condition that prohibits outdoor storage (4-0).

The floor was opened for a public hearing:

Leslie Simmons, of Cartersville, GA, came forward and stated the applicant did not have any issue with the no outdoor storage requirement, and spoke in favor of the application.

With no one else coming forward the public hearing was closed.

This is a first reading and does not require a vote.

3. Z19-02: Rezone 111 +/-acres from R-20 to MF-14. Location: Center Rd at I-75. Applicant: Etowah Venture Partners II LLC

Mr. Mannino stated Etowah Venture Partners II LLC has made a rezoning request from the R-20 (Single Family Residential) zoning district to MF-14 (Multi-Family residential) zoning district for property identified as Tax Parcel No. C108-0001-001. Said property contains approximately 111 +/- acres. The applicant proposes to construct 300 apartment units- (150) 1 bedroom, (120) 2 bedrooms & (30) 3 bedrooms- on approximately 50 acres. The remaining 60 acres would remain as greenspace. Planning Commission recommendation was to deny (4-0). The backup material for this agenda item is available to view in the Planning and Development office.

The floor was opened for a public hearing:

Mark Feurbach, 45 Galway Drive, Cartersville, GA, City School Superintendent came forward to express his concerns for planning 10 years down the road in regards to capacity for City School System. He spoke against and his comments apply to all apartment complexes.

Howard Hinesley, 17 Hepworth Lane, Cartersville, GA came forward only representing himself to speak against. Mr. Hinesley's concerns were in regards to the school system.

Linda Benton, 144 Cherokee Circle, Cartersville, GA came forward only representing herself to second Mr. Hinesley's comments and express concern for the City School System.

Arthur Smith, 25 Autumn Canyon Path, Cartersville, GA, came forward to speak against. Mr. Smith expressed concerns in regards to water pressure and shared an article for distribution to City Council.

Anne Byrne, 15 Everest Drive, Cartersville, GA came forward to speak against and also distributed materials for City Council to read.

Mark Coppola, 40 Autumn Canyon Path, Cartersville, GA came forward to speak against and express concerns for the burden placed on Public Safety and the hospital if apartments were built.

Terri Rodriguez, 11 Everest Drive, Cartersville, GA came forward and expressed concerns for the school system.

Council Member Wren made a motion to table the item until the December 5th Council meeting and the motion was seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

E. Appointments

1. Historic Preservation Commission

This item was removed from the agenda.

F. Contracts/Agreements

1. Lien Release for 48 Pointe North Drive

Mr. Mannino stated the home at 48 Pointe North Drive was purchased as part of the “First Time Homebuyers Program.” The applicant has fulfilled her obligation of five-year ownership as set forth in the program. She is in the process of selling the home and is requesting the Quit Claim Deed release. This is a standard process, and since the applicant has fulfilled her obligation, staff recommends your approval to authorize said release.

A motion to approve Lien Release for 48 Pointe North Drive was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

G. Second Reading of Ordinances

1. Small Wireless Facility Ordinance

Tamara Brock, City Manager stated this ordinance is required by law in the State of Georgia. Chapter 22. Streets and Sidewalks, in the City of Cartersville Code of Ordinances is being amended by creating a new Article VI. Wireless Facilities and Antennas Ordinance.

A motion to approve the Small Wireless Facility Ordinance was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote 5-0.

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 22. STREETS AND SIDEWALKS, IS HEREBY AMENDED BY CREATING A NEW ARTICLE VI. WIRELESS FACILITIES AND ANTENNAS ORDINANCE

Sec. 22-141. – Purpose and Compliance.

(a) O.C.G.A. § 32-4-92(a)(10) authorizes the City of Cartersville, Georgia (the “City”) to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the “SWFAA”), addresses the placement of small wireless facilities in the public rights of way of the City.

(b) The City finds it is in the best interest of the City and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities, poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights

of way and its uses in the City.

(c) The objective of this Ordinance is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents' quality of life.

Sec. 22-142. - Definitions

(a) Unless defined below, terms used in this Ordinance shall have the meanings given them in O.C.G.A. § 36-66C-2.

Sec. 22-143. – Permits

(a) A permit is required to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

(b) Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the City of Cartersville Planning and Development Department for a permit. Applications are available from the City of Cartersville Planning and Development Department [The application template is included as Exhibit A to this Ordinance]. Any material change to information contained in an application shall be submitted in writing to the City of Cartersville Planning and Development Department within 30 days after the events necessitating the change.

(c) As part of their application applicants must show that such pole and support structure does not conflict with any other existing underground or buried utilities located within said right of way, or in the area designated for underground utilities pursuant to the City of Cartersville Code of Ordinances.

(d) Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

(e) The City of Cartersville Planning and Development Department shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.

(f) Applications for permits shall be approved except as follows:

(1) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which:

- a) the applicant has the right to collocate subject to reasonable terms and conditions; and
- b) such collocation would not impose technical limitations or significant additional costs.

The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

(2) The City of Cartersville Planning and Development Department may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

(3) For applications for new poles in the public right of way in areas zoned for residential use, the City of Cartersville Planning and Development Department may propose an alternate location in the public right of way within 100 feet of the location set

forth in the application, and the wireless provider shall use the City of Cartersville Planning and Development Department's proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

(g) A permit issued under this Ordinance shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

(h) Upon the issuance of a permit under this Ordinance, and on each anniversary of such issuance, every person issued a permit shall submit to the City the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

(i) Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.

(j) The City may revoke a permit issued pursuant to this Ordinance if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Ordinance or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the City may proceed according to Section 3.10.

(k) If a wireless provider occupies the public rights of way without obtaining a permit required by this Ordinance or without complying with the SWFAA, then the City may, at the sole discretion of the City, restore the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the City in doing so, plus a penalty not to exceed \$1,000.00. The City may suspend the ability of the wireless provider to receive any new permits from the City under this Ordinance until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(l) All accepted applications for permits shall be publically available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

(m) An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.

(n) Activities authorized under a permit shall be completed within the timelines

provided in O.C.G.A. § 36-66C-7(k)(2).

(o) Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten (10) years.

(p) Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

(q) If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the City shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the City shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

Sec. 22-144. - Removal; Relocation; Reconditioning; Replacement; Abandonment

(a) A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).

(b) In the event of a removal under Section 4.1, the right of way shall be, to the extent practicable in the reasonable judgment of the City, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the removal within 90 days of the removal, the City may, at the sole discretion of the City, restore the right of way to such condition and charge the person the City's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The City may suspend the ability of the person to receive any new permits under Ordinance until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(c) If, in the reasonable exercise of police powers, the City determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the City make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

(d) The City shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).

(e) A wireless provider must notify the City of its decision to abandon any small

wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The City may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

Sec. 22-145. – Standards.

(a) Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under Ordinance; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h).

(1) New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

(2) Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

(i) Fifty feet above ground level; or

(ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

(3) New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

(4) New small wireless facilities in the public right of way collocated on a new or replacement pole under Section 22-144(a)(1) or (2) may not extend above the top of such poles.

(b) A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the City has identified that a streetlight is necessary.

(c) Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

(1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

(2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.

(3) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.

(4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

(5) Permittees shall not place or maintain signage on communications facilities, including small cell facilities or utility poles for deployment of small cell facilities, in public rights-of-way, unless otherwise required by federal or state law, provided; however, existing structures that lawfully supported signage before being repurposed may continue to support signage as otherwise permitted by law.

(6) A Small Wireless Facility shall not have any type of lighted signal, lights, or illuminations unless required by applicable codes, local codes or regulations, a permit issued by the City, or state and federal laws and regulations or as permitted by the City.

(7) All proposed new or replaced utility poles for deployment of small cell facilities shall meet the design standards contained in this code section, or the License Agreement and permit, unless waived by the Mayor and City Council.

(i) A replaced or restructured utility pole to accommodate the deployment of a Small Wireless Facility shall be in the same location as the original utility pole.

(ii) The replaced or restructured utility pole shall be substantially similar in finish, base and pole design, diameter, material and height as the original pole being replaced, unless the City requires a different design, color or composition to be consistent with applicable City standards for new utility poles.

8. New utility poles shall be designed to be substantially similar in design to other utility poles in the same block or vicinity of the public right-of-way. Such design aspects to follow include the material, base, pole diameter and style, location and style of attachments, finish, and cap, as applicable. By way of example, if existing utility poles in the same are of the public rights-of-way are light poles, the new utility pole should be designed substantially similar to such light poles and to the extent consistent with location context regulations, equal distance between existing poles. “Tot the extent not inconsistent with applicable law, any such stealth utility pole for deployment of a Small Wireless Facility shall function in the same manner as the facility it is intended to resemble in compliance with the City Code, at the expense of the permittee. By way of example, if a permittee installs a utility pole for deployment of a Small Wireless Facility to resemble a nearby light pole, the facility should include a light that is operated in the same manner as other light poles, at the applicant’s expense unless and until ownership of such pole is transferred to the City.

9. Notwithstanding this subsection, if the proposed location of a new utility pole for deployment of a Small Wireless Facility is within a public right-of-way that is within a particular special district, zoning district, character area, overlay district, historic district or property, or a homeowners’ association that has design standards applicable to utility poles, such proposed utility pole shall substantially comply with such design standards.

10. This subsection does not authorize the installation of a new utility pole for deployment of a Small Wireless Facility in a location that is otherwise prohibited pursuant to court order or applicable codes.

11. Attachment authorization. Any Small Wireless Facilities that require installing, collocating, modifying or replacing wireless attachments and ancillary equipment to a pole or support structure, or otherwise attaching or using a third party's pole shall require, in addition to obtaining a permit, the applicant to submit evidence that the applicant has authorization allowing the placement of the Small Wireless Facility on the pole or other support structure.

12. Small Wireless Facilities and wireless attachments shall be operated and maintained in a manner that does not interfere with public safety, utility, or public works equipment.

(d) Stealth design for deployment of Small Wireless Facility.

(1) Wires, cables and equipment to be deployed on a utility pole shall be within the utility pole or if not possible to being installed within the utility pole, covered with a shroud. No exposed wires or cables are permitted.

(2) If the utility pole for the proposed deployment of a Small Wireless Facility is a light pole, a street light fixture substantially similar in design to the existing street light fixture shall, to the extent technically feasible, be used to camouflage the Small Wireless Facility such as through replacement of the cobra head with a new cobra head containing the Small Wireless Facility, or a side-mounted light may be replaced with a substantially similarly designed side mounted light containing the Small Wireless Facility. Unless consistent with the design of the utility pole, a Small Wireless Facility shall not be deployed on a mast of a utility pole. Any street light fixture installed by the permittee shall be maintained in good working order by the permittee at its cost unless and until ownership of such pole is transferred to the City.

(e) Wireless Equipment not deployed on utility poles or existing structures.

(1) Ground-mounting Wireless Facility up to 28 cubic feet, in dimension shall be located within a ten (10) foot radius of the existing structure or utility pole for the collocated Small Wireless Facility.

(2) The ground-mounted Wireless Facility shall be architecturally designed consistent with the City's design style. Ground-mounted Wireless Facilities up to 28 cubic feet shall have a non-reflective finish of a neutral color consistent with the predominant background color of the attachment or the surrounding landscape and placed on a concrete base surrounded by appropriate landscaping for the area. Alternatively, the permittee may propose a Small Wireless Facility that would be substantially similar in terms of material, design and color finish to other at-grade City owned infrastructure within 500 feet of the proposed location in the public rights-of-way such as waste receptacles or City rights-of-way infrastructure.

(3) To the extent consistent with applicable codes, at the City's direction the permittee owner of a ground-mounted Small Wireless Facility in the public rights-of-way shall conceal the facility with landscaping and plantings consistent with other landscaping in the area. In areas with landscaped swales, the Small Wireless Facility must be within the swale and concealed with consistent landscaping. Landscaping and plantings pursuant to this subsection shall be subject to the City's approval and be maintained by the permittee at its sole cost and expense consistent with the City Code for so long as the Small Wireless Facility remains in the public rights-of-way.

(f) Undergrounding Provisions.

(1) Applicant shall comply with nondiscriminatory undergrounding requirements that prohibit electric utilities, telecommunications or cable providers from installing structures in the rights-of-way without prior zoning approval in areas zoned for single family residential use, provided such requirements shall not prohibit the replacement of existing structures with structures whose design the City expressly consents to.

(g) Development Standards.

In addition to the requirements detailed elsewhere in this Ordinance, the following development standards shall apply to all Small Wireless Facilities governed by this Ordinance:

(1) Any Small Wireless Facility attached to a pole hosting a street light, traffic light, or other public safety purpose shall only be permissible to the extent it does not interfere with the operation of any public safety function or public safety communications. If in the City's sole discretion it is determined that a particular pole or location cannot support a Small Wireless Facility, without interfering with or otherwise affecting the reliability performance, safety, or other functional aspects of such a pole, the City may deny a permit to install Small Wireless Facility on such a pole, or to construct a new or replacement utility pole or wireless support structure, at such a location, to the extent permissible by law.

(2) All Small Wireless Facilities shall incorporate Concealment Elements to the maximum extent technically and economically feasible and as appropriate to the site and type of facility. Specifically, all small wireless facilities shall employ and maintain camouflage design techniques to minimum visual impacts and provide appropriate screening. Such techniques shall be employed so that the installation, operation, and appearance of the small wireless facilities will be consistent with the character of the surrounding area or the structure to which the small wireless facility is attached.

(3) Wireless providers may place new poles or wireless support structures in the rights-of-way, but only where there are existing above-ground utility poles and the poles must be removed if other such poles are removed, unless those poles would meet the

requirements of this subsection as permissible new poles. Specifically, and furthermore, a new pole is only permitted if the Applicant can show:

- i. Existing utility poles or other support structures cannot be used to support the small wireless facilities, or would require a modification that would make the addition of an additional utility pole or wireless support structures less intrusive or safer;
- ii. The pole or support structures to be installed will be similar in size and design to existing poles, and placed approximately to minimize intrusiveness and to avoid creating undue hazard to persons or property; and
- iii. The Applicant demonstrates that the denial of the application would prohibit or have the effect of prohibiting the provision of personal wireless services, within the meaning of 47 USC §332(c)(7) as interpreted by precedent binding in the Eleventh Circuit Court of Appeals.

(4) Every new utility pole or wireless support structure shall be a monopole rather than a lattice tower or guy-wire support tower, unless otherwise authorized.

(5) No facility shall be built so as to cause the right-of-way in which the facility is located to fail to comply with the Americans with Disabilities Act or otherwise obstruct access.

(6) All facilities shall be designed so as to be resistant to and minimize the opportunities for unauthorized access, climbing, vandalism, graffiti, and other conditions, which would result in hazardous conditions, visual blight, or attractive nuisances.

(7) Any equipment that is not installed underground shall be screened by structures, topography, or vegetation to the maximum extent technically and economically feasible. Coaxial cables, conduit lines, and electrical boxes for ground-mounted wireless equipment shall be placed underground or within approved structures to the extent feasible.

(8) Wireless providers shall be encouraged to design small wireless facilities to serve as public art, flagpoles, or artificial natural features such as trees or rocks where such designs are appropriate and technically and economically feasible.

(9) Unless otherwise required by city, county, state, or federal rules or regulations, small wireless facilities shall have non-reflective finish and shall be neutral color consistent with the predominant background color.

(10) Signal lights or illumination shall be prohibited unless required by the FCC or Federal Aviation Administration.

(11) The facilities shall not bear any signage, other than certification, warning, information, safety, and directional signage, or other non-commercial signage required by

law, or expressly permitted by the City.

(12) Any facility occupying a City-owned pole is only permissible to the extent the existing function of the pole is not impeded. In particular, street lights and traffic lights' power supplies may not be used by applicants. When attaching to City-owned poles, applicants are responsible for securing separately metered power for their facilities, and are responsible for any and all costs incurred in modifying a pole to support additional power supplies. In all other cases, applicants are responsible for ensuring that their power supply arrangements with electric utilities do not result in any incremental cost increase to the City.

(13) In the event a replacement pole is required, the applicant shall notify the pole owner of the date of the City's action approving the new pole and the old pole shall be removed within ninety (90) days of the placement of the replacement pole.

(h) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under Ordinance and (ii) compliance with applicable codes.

(i) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under Ordinance and (ii) compliance with applicable codes.

(j) Whenever possible, each provision of this Ordinance, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Ordinance is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Ordinance will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

Sec. 22-146. – Effect of Permit.

(a) A permit from the City authorizes an applicant to undertake only certain activities in accordance with this Ordinance, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-way.

(b) No permit for construction issued under this Ordinance shall be valid for a period longer than twelve (12) months unless construction has actually begun within that period and is thereafter diligently pursued to completion.

Sec. 22-147. – Waivers.

A request for waiver of the design standards for a proposed small wireless facility that does

not satisfy these design guidelines shall be submitted to the public works department for review and approval prior to the permittee submitting an application. The City Manager or designee reserves the right to submit any application for small wireless facility permit to the City Council with notice to the applicant, to determine if such proposed facility is consistent with the City's objective design standards. The City shall approve or deny the request for a waiver in writing within thirty (30) calendar days. If a decision is not received by the applicant on day 30, the proposed design is deemed approved. After thirty (30) calendar days, the applicant shall submit its application, which the City shall process in accordance with the timelines established by Title 36. Chapter 66C of the Georgia Code.

Sec. 22-148. – Variance and Appeal Process.

(a) Any applicant desiring relief or exemption from any aspect or requirement of this Ordinance may request the Planning and Development Department, in the case of volume of the deployment, or in any other case, provided that the relief or exemption is contained in the original application, or in the case of an existing or previously approved application a request for alteration of its proposed facilities. In determining the variance requested, the Planning and Development Director shall consider the elements established in subsection (b) below. In the event applicant submits an application for a variance, or any appeal of a departmental decision, applicant shall agree to toll the shot clock or application processing deadlines found in federal, state, or local law for a reasonable amount of time for the City to act upon any such request.

(b) In the event the applicant is not satisfied with the decision of the Planning and Development Director, the applicant may take an appeal to the City Council. If such appeal is filed with the City Clerk within fifteen (15) days of the final decision by the Planning and Development Director, which filing shall include all grounds to be asserted for the appeal. Such relief may be temporary or permanent, partial or complete, at the sole discretion of the City Council. In exercising its discretion, the Council may consider the following factors: (1) the number of small wireless facilities on the same street, (2) the number of small wireless facilities within 100 feet of the proposed note, (3) the volume of other small wireless facilities on the same street, (4) the character area of the street on which the new deployment is proposed, (5) the proposed (if any) camouflage efforts to conceal or blend the facility into the surrounding flora and landscape, (6) the need of the note or small wireless facilities in the precise location proposed, and (7) the proposed deployment does not adversely affect the health, safety, and welfare of the citizens and residents of the City. However, the burden of proving the need for the requested relief or exemption is solely on the applicant to prove to the satisfaction of the Council by clear and convincing evidence. The applicant shall bear all costs of the City Council in considering the request and the relief shall not be transferable to a new or different holder of the permit or owner of the facilities without the specific written permission of the Council.

Sec. 22-149. – Effective Date.

The effective date of this Ordinance shall be: October 1, 2019.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

2. Right of Way Ordinance

Ms. Brock stated this is recommended that the City of Cartersville Code of Ordinances, Chapter 7.5 Development Regulations be amended by creating a new Article XII, Right-of-Way Ordinance. grant is \$2,050,000 with a 5% local match of \$102,500

A motion to approve Right of Way Ordinance was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 DEVELOPMENT REGULATIONS, IS HEREBY AMENDED BY CREATING A NEW ARTICLE XII. RIGHT-OF-WAY ORDINANCES

1.

Sec. 7.5-280. - Title.

This article shall be known as the "City of Cartersville Right-of-Way Ordinance."

Sec. 7.5-281. - Purpose.

The purpose of this article is to provide for the regulation of the City of Cartersville street rights-of-way, pursuant to the powers vested in the city by O.C.G.A. § 32-4-42 and § 32-6-1. It is further the purpose of this article to:

(1) Protect the public health, safety and welfare by ensuring that new mailbox supports erected in the right-of-way are constructed so as not to pose a hazard to street users; and

(2) Prevent encroachments into the city rights-of-way and provide for removal of said encroachments, to secure the public health, safety and welfare.

Sec. 7.5-282. - Definitions.

The following words shall have the following meanings in this article. Except as specifically defined herein all words used in this article shall carry their customary meaning as defined by a standard dictionary.

Public Works Director means the official who is the department head of the City of Cartersville Public Works Department, or his or her designee.

Encroachments means any building, structure, or vehicle, or other object or thing (including but not limited to mailboxes, signs, cars, gates, walls, sprinkler systems, trees, posts, etc.) which is located in the right-of-way.

Encroach means to be within the right-of-way.

Materially injure means damaging the pavement or right-of-way to the extent that a repair is or will be required by the Public Works Department in order to bring the pavement or right-of-way back to city standards. It shall also mean causing more than \$50.00 damage to the right-of-way or pavement, considering the labor cost and materials to repair the injury, whether or not such repair is undertaken by the Public Works Department.

Obstruct, includes without limitation, the causing of any buildup of rock, gravel, mud, dirt, chemicals, or other materials by continued ingress or egress of vehicles or of any natural waters dammed or redirected by diversion to an extent which presents a hazard to the traveling public. It shall also include negligently or intentionally dropping objects onto the street that present a hazard to the traveling public, including ladders, trash, debris, branches, cement, etc.

Right-of-way means any right-of-way that has been accepted by The City of Cartersville into the city streets, and such term includes the full width of the right-of-way, and not just width of the pavement. Such term also includes rights-of-way acquired by prescriptive easement, or pursuant to O.C.G.A. § 44-5-163 or O.C.G.A. § 32-3-3, or any other means.

Sec. 7.5-283. - Prohibitions.

(a) It shall be unlawful for any person to obstruct, encroach upon, or injure materially any part of any city right-of-way or city street pavement.

(b) No encroachments are permitted in any right-of-way of the City of Cartersville without permission of the Public Works Director, unless otherwise permitted by this article.

(c) No building, structure, service area, or required off-street parking and loading facilities, except driveways, shall be permitted to encroach on city rights-of-way.

(d) The city shall owe no compensation for removal of illegal encroachments or obstructions.

Sec. 7.5-284. - Permitted encroachments.

(a) **Driveways.** Driveways (including paved, masonry, asphalt, etc) are permitted to encroach on the right-of-way. A driveway permit shall be required and the lot owner shall secure permission for any new driveway from the Public Works Department. Driveways must meet sight distance requirements of Public Works Department, and must be constructed in compliance with city requirements for stormwater drainage/piping.

(b) **Landscaping.** Limited landscaping is permitted in the city right-of-way, including grass, flowers and shrubs not in excess of two feet in height. Trees shall not be planted in the right-of-way. Irrigation systems shall not be installed in the right-of-way.

(c) Mailbox support structures. The city permits limited encroachment of the right-of-way for mailbox support structures, which meet the following standards:

(1) The use of massive mailbox support structures that, when struck, could damage vehicles and cause serious injury to vehicle occupants are prohibited. Heavy metal posts, concrete posts, brick bases, and miscellaneous items such as farm equipment or supports filled with concrete are also prohibited and cannot be used for mailbox supports.

(2) Acceptable mailbox supports include: a) a single four-inch by four-inch or four-inch diameter wooden post; b) a metal post with strength no greater than a two-inch diameter standard strength steel hollow pipe; or c) other support of no greater strength, as approved by the street department, as in accordance with the standards of the AASHTO Streetway Design Guidelines for mailbox structures, which are incorporated herein by reference. In the event the property owner has any question as to whether the proposed mailbox support will be permitted, the Public Works Department should be consulted.

(3) Mailbox supports must be embedded no more than 24 inches into the ground. A metal post shall not be fitted with an anchor plate, but it may have an anti-twist device that extends no more than ten inches below the ground surface.

(4) Mailboxes. The post-to-box attachment details should be of sufficient strength to prevent the box from separating from the post top if a vehicle strikes the installation. The mailbox itself should be of lightweight steel, wood, or plastic/composite construction, and meeting U.S. Postal Service regulations.

(d) Driveways. New driveways for single family residences tying into existing the City of Cartersville streets must receive a driveway permit from the Public Works Department prior to constructing a driveway. The applicant shall submit information on a form issued by the Public Works Department regarding the location, proposed size and construction, and other relevant information. New driveways on commercial or industrial or other non-residential developments shall be approved through the permit process for the engineering department. If a new commercial or industrial or other non-residential development is of a type that does not require engineering department approval, the applicant shall still require a driveway permit prior to construction.

(e) Utility work. The city permits utilities to encroach in the right-of-way subject to the terms of the City of Cartersville Utility Accommodation Ordinance and Wireless Facilities and Antennas Ordinance. Such work shall require issuance of surety to secure performance of the work and a warranty and maintenance period, as stated in that ordinance.

(f) Projects tying into the City of Cartersville rights-of-way. New developments that tie into existing City of Cartersville street rights-of-way are permitted, with the permission of the Public Works Department. Approval is given as a part of the approval process through the engineering department under the development regulations. If any new construction or development requires tying into a city street but does not require a land disturbance permit or any development approval from the engineering department, the applicant must submit plans to the Public Works Department prior to beginning construction and secure a permit. In all cases, surety shall be required as stated in subsection (h) below; no work shall be permitted in a City of Cartersville right-of-way without a surety.

(g) Permitted improvement of existing City of Cartersville streets. In certain circumstances, a developer or other party may be permitted or required to improve City of

Cartersville streets. In such circumstances, the plans typically shall be approved through the engineering department and a surety posted in accordance with the development regulations for work in an existing city right-of-way. The amount of the surety shall be sufficient to pay for the project, including associated utility relocations/installations and stormwater controls. In the event the development does not require approval through the engineering department, a permit shall be secured through the Public Works Department. In all cases where work is performed in a City of Cartersville right-of-way, surety shall be required as stated in subsection (h) below; no work shall be permitted in a City of Cartersville right-of-way without a surety.

(h) Surety to city. Prior to issuance of an approval to work in a City of Cartersville right-of-way, except as otherwise approved under the utility accommodation ordinance, Wireless Facilities and Antennas Ordinance, or Franchise Agreement, the party seeking to perform the work shall cause to be executed in favor of City of Cartersville surety in the form of a performance and maintenance bond, an irrevocable standby letter of credit, or an escrow deposit. The surety must be accepted and approved by the Public Works Department before any permit can issue. In the event the work in the right-of-way is related to a development approved through the engineering department, the surety requirements of the City of Cartersville Development Regulations (which are essentially identical to the requirements below) shall control, and the surety shall be administered by the city engineer. However, if the project is not approved through the engineering department, the surety requirements below shall apply, and the surety shall be administered by the Public Works Department.

(1) Purpose. The purpose of the surety shall be the following: 1) to ensure proper construction of any work performed in existing City of Cartersville rights-of-way (whether street improvement, tying into an existing right-of-way or other purpose); 2) to provide a guaranty for the warranty and maintenance period applicable to any work in any existing city right-of-way.

(2) Approval. The surety shall only be issued in a form approved by the City of Cartersville. The language of the surety and the term of the surety must be approved by the City of Cartersville prior to issuance. The City of Cartersville has forms it prefers that surety companies use, and those can be provided upon request; otherwise, the form of the surety shall be approved by the Public Works Department prior to acceptance of the surety. Any irrevocable standby letter of credit or surety bond shall be issued by a company or financial institution authorized to do business in the State of Georgia. Irrevocable standby letters of credit shall be issued in accordance with the current International Chamber of Commerce (ICC) publications governing such letters of credit, and must be issued by a bank having a physical branch in the City of Cartersville, which shall be the place of tender of the draft on said letter of credit. The City of Cartersville reserves the right to demand a specific form of surety from an applicant that has tendered unsatisfactory surety in the past. The City of Cartersville reserves the right to reject a surety from a financial institution or insurance company that has provided an unsatisfactory surety in the past. Escrow shall mean deposit of good funds in a bank of the City of Cartersville's choosing pursuant to escrow instructions issued by the City of Cartersville.

(3) Scope. In each case, the surety guarantees that all applicable provisions of any City of Cartersville Ordinances are complied with, including but not limited to, the

City of Cartersville Development Regulations, the Utility Accommodation Ordinance, City of Cartersville Standard Street Details, and the regulations promulgated under each of the foregoing.

(4) **Amount and term.** The amount of the surety depends on the project, and shall be set by the Public Works Department relying on experience with similar projects and the applicant, knowledge of material and labor costs, and investigation of additional costs. The amount shall be sufficient to secure performance of the work and compliance with the city ordinances and regulations. For work in existing city rights-of-way (whether improving existing streets, tying into existing streets, or other purposes), the amount of surety shall be sufficient to ensure repair the streets after any planned work, including associated utility relocations/installations and stormwater controls, that are part of the project being approved; the minimum \$25,000.00. The foregoing amount is a minimum and can be increased based on a more complex or expensive project, difficult terrain or other factors that would make the remedial work more expensive. No additional separate amount of surety shall be required for maintenance purposes. The term of any surety shall extend for the period from the issuance of the permit until the project is completed, and additionally beyond that for the duration of the warranty and maintenance period.

(5) **Partial release.** Once a project has been inspected and completed, the city may, at the discretion of the Public Works Department, release a portion of the surety amount; the remainder shall be kept as surety for the maintenance period. Once the applicable maintenance period has passed, the remaining surety amount shall be released.

(6) **Prerequisite; calling surety.** No permit or approval for work in the right-of-way shall be issued by the Public Works Department until the surety has been furnished to the city, in a form acceptable to the city. If the developer does not comply with these regulations, other applicable City of Cartersville Ordinances and regulations, or with the conditions of the permit after issuance, the city may call the surety, or any part thereof, to be forfeited and may use the proceeds to perform the work or hire a contractor to remedy the defects, whether that means installing soil erosion and sedimentation prevention measures, completing paving and street work, or completing other work.

(7) **Waiver.** The Public Works Department shall be authorized, but not required, to reduce or waive the surety requirement for projects undertaken by a municipal government in the city. The surety requirement may also be waived by the Department Head's discretion, for utilities that have demonstrated a history of compliance with this Ordinance, financial responsibility, quality work, and prompt responsiveness.

(i) **Warranty.** Any permit holder working in the right-of-way shall provide a two-year warranty for any work conducted under authority of this article. The two-year warranty shall commence upon the completion of the work. The surety shall remain in effect during the warranty period. During the warranty period, the permit holder shall be responsible to repair any defects in the work or repair, or correct any deficiencies that are not up to the standards and regulations of the city ordinances.

Sec. 7.5-285. - Non-conforming encroachments.

(a) All encroachments pre-existing the date of adoption of this article may remain as non-conforming encroachments, unless and until removal is ordered by the Public Works Director, for utility work, street work or other work necessitating access to the right-of-way. For pre-existing encroachments, the city shall give 30 days' notice of removal (unless the encroachment presents a safety hazard).

(b) Any structure pre-existing the article which is damaged or removed shall not be replaced in kind and must be replaced in accordance with the requirements of the article.

(c) The city shall owe no compensation for removal of non-conforming encroachments.

Sec. 7.5-286. - Administration and enforcement.

(a) **Administration.** This article shall be administered by the Public Works Director. The Public Works Director shall have the authority to issue permits for encroachments in the rights-of-way not specified above, and any question of interpretation or administration shall be determined by that official. The appeal of any decision by the Public Works Director shall be to the Mayor of The City of Cartersville.

(b) **Enforcement powers.** The Public Works Director and the city police, as well as city code enforcement officers, and city attorney, are empowered to enforce this article. The foregoing shall be empowered to issue citations, seek other civil relief, or issue stop work orders for violations of this article. Any person, firm, partnership, corporation or other legal entity who shall do anything prohibited by this article as the same exists or as it may hereafter be amended or which shall fail to do anything required by this article as the same exists or as it may hereafter be amended shall be subject to an enforcement action.

(c) **Right of removal.** The Public Works Department shall have the authority to remove without notice any encroachment or obstruction of the right-of-way. The Public Works Department shall also have the authority to issue a notice of removal to property owners giving them up to 30 days to remove an unpermitted encroachment.

(d) **Criminal prosecution.** The Public Works Director, city police, or designated code enforcement personnel, or other authorized personnel, may issue criminal citations for violations of this article, or violation of any stop-work order.

(1) **Criminal prosecutions for violation of this article shall be commenced by the completion, signing, and service of a citation by an authorized city official. No warning need be issued prior to a citation being issued. The original of the citation shall be personally served upon the accused, his or her authorized representative or, if a corporation, an officer of the corporation or its on-site representative or the person or persons in charge of the activity on the property, and a copy shall be promptly filed with the municipal court. A stop-work order may be issued in conjunction with a citation.**

(2) **Each citation shall state the time and place at which the accused is to appear for trial in municipal court, shall identify the offense with which the accused is charged, shall have an identifying number by which it shall be filed with the court, shall indicate the identity of the accused and the date of service, and shall be signed by the city police or other authorized officer who completes and serves it.**

(3) **Any defendant who fails to appear for trial shall thereafter be arrested on the warrant of the municipal court judge and be required to post a bond for his or her future appearance.**

(4) **The city attorney or another attorney designated by the City of Cartersville may act as prosecuting attorney for violations of this article.**

(5) **Minimum fines for violations of this article shall be \$200.00 for the first violation, and \$400.00 for subsequent violations. The maximum permissible fine shall be \$1,000.00 per offense, and reimbursement costs.**

(6) **Daily violations. Each day during which the violation or failure or refusal to**

comply continues shall constitute a separate violation, subjecting the offender to a new citation, or other civil or criminal proceeding.

(e) Civil fines and proceedings. In addition to or in lieu of any other remedy, the city may seek injunctive, mandamus or other appropriate relief in superior court to enjoin or prevent a violation of any provision of this article. Such action may also seek civil fines at the mandatory rates specified in subsection (d)(6) above for violation of this article, and may additionally seek the costs of restitution, and any other costs associated with the action to enjoin or prevent any violation of any provision of this article. The city shall be entitled to its reasonable attorney's fees and costs for bringing an action in municipal or superior court wherein any relief is granted or fine assessed.

(f) Stop work orders. Upon notice from the Public Works Director, work on any encroachment into the right-of-way that is being done contrary to the provisions of this article, or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Public Works Director shall not be required to give a written notice prior to stopping the work, with a written order to be provided within three working days.

(g) False statements. The Public Works Director may revoke a permit or approval, issued under the provisions of this article, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

(h) Permit revocation. The Public Works Director may revoke a permit or approval, issued under the provisions of this article, upon determination by the Public Works Director that the structure or encroachment for which the permit or approval was issued is in violation of, or not in conformity with, the provisions of this article.

(i) Notice of removal. Where the Public Works Director determines that an encroachment must be removed from the right-of-way for construction, maintenance or safety purposes, he may (but is not required to unless otherwise specified herein) issue a notice of removal, giving up to 30 days to remove the structure. After the deadline, the structure may be removed by the city with the costs to be charged to the property owner. The owner may also be cited, fined or have other enforcement action taken against him to secure compliance with this article and/or reimbursement.

Sec. 7.5-287 – 299. Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

3. Utility Accommodations

Ms. Brock stated it is recommended that the City of Cartersville Code of Ordinances, Chapter 7.5 Development Regulations, be amended by creating a new Article XI, Utility Accommodations.

A motion to approve Utility Accommodations was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 DEVELOPMENT REGULATIONS, IS HEREBY AMENDED BY CREATING A NEW ARTICLE XI. UTILITY ACCOMMODATIONS.

1.

Sec. 7.5.261 - Utility accommodations in rights-of-way.

(a) 2016 DOT Utility Manual adopted by reference. The 2016 Utility Accommodation Policy and Standards manual, including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, except Appendix B (Permit Forms and Supporting Documents), promulgated by the State of Georgia Department of Transportation, as may be amended from time to time, is adopted by reference and incorporated herein as if fully set forth herein, subject to all amendments and modifications contained in this article. A copy of the manual shall be maintained at the offices of the City of Cartersville Public Works Department and the City Clerk and open for public inspection. The manual and this article shall govern all utility work in City of Cartersville rights-of-way, and all utility work shall comply with same.

(b) Amendments. The 2016 Utility Accommodation Policy and Standards manual promulgated by the State of Georgia Department of Transportation, as may be amended from time to time, adopted in subsection (a) above is amended in order to equate state definitions and provisions with their appropriate and equivalent City counterparts, such that a policy shall be implemented to reflect the intent and effect of the state right-of-way policy as it would logically apply to unincorporated City of Cartersville rights-of-way. Therefore, the following terms as used in the DOT manual shall be replaced as follows:

- (1) Commissioner means the department director, City of Cartersville Public Works Department.**
- (2) Department means the City of Cartersville Public Works Department.**
- (3) District engineer means the City of Cartersville Public Works Director or his/her designee.**
- (4) Highway means any road that is part of the City of Cartersville Municipal Street**

System.

- (5) Roadbed means the portion of the highway that includes the pavement structure, shoulder and front slopes.**
- (6) State means City of Cartersville.**
- (7) State bridge and structural design engineer means City of Cartersville Public Works Director or his/her designee.**
- (8) State highway (chief) engineer means community development director or his/her designee.**
- (9) State utilities engineer means City of Cartersville Public Works Director or his/her designee.**
- (10) Telephone booth shall include any booth or structure, to be used by the public at large, which houses a communications link for local or long distance communications, including but not limited to data communication ports, terminals, kiosks, structures or jacks for connection with local or long distance communications.**
- (11) Utility (as defined in the state's policy) shall read: All privately, publicly or cooperatively owned systems for producing, transmitting or distributing communication, data, information, telecommunication, cable television, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner, operator, provider, servicer, or any agent thereof, of any above-described utility or utility facility.**

Sec. 7.5-262. - Utility locations in rights-of-way; standards; repair standards.

All utilities locating their facilities in new residential and commercial developments shall locate their facilities pursuant to the City of Cartersville Development Regulations, and the City of Cartersville Development Standards and Specifications, and as those may be amended from time to time and if applicable the City of Cartersville's Wireless Facilities and Antenna Ordinance. All work authorized by any permit issued under this article shall be in accordance with all applicable City of Cartersville specifications and requirements. All utility work in City of Cartersville right-of-ways shall comply with the provisions of this article. In the event that the development regulations or development standards conflict with the Georgia Department of Transportation's Utility Accommodation Policy and Standards, City of Cartersville ordinances will prevail, so long as they are not preempted by state law. Repair work shall be completed in accordance to City of Cartersville Public Works Department specifications, which shall be provided by the department at the time the permit is issued.

Sec. 7.5-263. - Utility permits, written notification, and exempt activities.

- (a) Permits; notification. Any work in a City of Cartersville right-of-way shall either require a utility permit, written notification in advance of the work, or shall be exempt, as specified below. Only the utility itself can obtain a permit, and the contractor(s) intended to do the work must be identified on the permit. Work in a City of Cartersville right-of-way without a permit, for any type of work for which a permit is required, shall be a violation of this article. Utility permits provide notice and approval for major projects, new installations, and other similar matters, and should be applied for at least two weeks before the work is scheduled to begin. Written notification provides notice for minor matters and certain repairs. Written notification must be submitted, and acknowledgment of the notice**

received, prior to any work beginning that requires notification, as specified below. Proceeding on work that requires a written notification, before notification is submitted, or before acknowledgment of the notice is returned, shall be a violation of this article. Exempt activities, as specified below, require neither a utility permit nor written notification.

(b) **Procedures.** The department has written procedures for applying for a utility permit, and for providing written notification. Such procedures are incorporated herein by reference, and are available from the department, along with necessary forms. The department may require such information as it deems necessary prior to issuance of a utility permit.

(c) **Utility permits.** Utility permits shall be required in the following situations:

(1) **Installation of new utilities, for new commercial, residential or industrial developments, projects or subdivisions.**

(2) **Work involving underground burial of utilities and overhead work, unless specifically covered under written notification procedures or exempted below.**

(3) **Any new utility pole installation; replacements are covered by written notification, and emergency replacements are exempt (see emergency repair regulations).**

(4) **Utility tie-ins that require cutting any roadway more than half of the width.**

(5) **Linear projects involving multiple service connections or roadway crossings that are not perpendicular.**

(d) **Written notification.** Written notification must be submitted, and acknowledgment of the notice received back from the department, prior to any work beginning that requires written notification, as specified below. If a situation arguably falls under both the written notification and the utility permit procedures, the utility permit procedures shall be used, unless otherwise determined by the department. Written notification shall be required in the following situations:

(1) **Maintenance, inspection, and/or testing of utilities (including replacement of parts necessary due to damage, deterioration or obsolescence) that would:**

a. **Require blocking of more than one travel lane;**

b. **Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or**

c. **Require cutting, trenching or boring in or under the roadbed.**

(2) **Installation of lateral service connections to serve occupants of adjacent property, if such connections:**

a. **Introduce any new obstructions onto the right-of-way;**

b. **Require blocking of more than one travel lane;**

c. **Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or**

d. **Require cutting, trenching or boring in or under the roadbed.**

(3) **Installation of additional appurtenances or attachments to facilities which:**

a. **Affect vertical or horizontal clearances from the traveled way;**

b. **Change the rated capacity or transmittance of the facility for which a permit was issued;**

c. **Require blocking of more than one travel lane;**

d. **Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or**

e. **Require cutting, trenching or boring in or under the roadbed.**

- (4) Any work which requires the blocking of more than one traffic lane for any length of time, or requires blocking one traffic lane for more than two hours in a 24-hour period.**
- (5) Any digging in the roadbed with mechanical excavating equipment (i.e., excavating equipment powered by hydraulics, engines or other motors) shall require written notification unless already covered by a utility permit.**
- (6) Installation of any temporary structures that are to remain in the right-of-way longer than 24 hours.**
- (7) Cutting, trimming or spraying of any trees or shrubs, or other vegetation control, within the right-of-way.**
- (8) Any work involving making any pavement cuts, unless specifically exempted below.**
- (9) Utility tie-ins that consist of not cutting any roadway more than half of the width of the roadway.**
- (10) Boring, punching and directional drilling for service tie-in that is not a linear project and instead results in a perpendicular crossing of the roadway (an eight by 11-inch sketch drawing of any boring, punch or directional drilling to ascertain its location will be required); linear projects or crossings that are not perpendicular require utility permits.**
- (e) Exempt activities. The following activities shall not require a utility permit or written notification, provided they do not also include any activity specifically listed as requiring a utility permit or written notification:**
 - (1) Routine or periodic maintenance, inspection, and/or testing of utilities (including replacement of parts necessary due to damage, deterioration or obsolescence) that would not:**
 - a. Require blocking of more than one travel lane;**
 - b. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or**
 - c. Require cutting, trenching or boring in or under the roadbed.**
 - (2) Installation of lateral service connections to serve occupants of adjacent property, if such connections do not:**
 - a. Introduce any new obstructions onto the right-of-way;**
 - b. Require blocking of more than one travel lane;**
 - c. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or**
 - d. Require cutting, trenching or boring in or under the roadbed.**
 - (3) Installation of additional appurtenances or attachments to facilities that would not:**
 - a. Affect vertical or horizontal clearances from the traveled way;**
 - b. Change the rated capacity or transmittance of the facility for which a permit was issued;**
 - c. Require blocking of more than one travel lane;**
 - d. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or**
 - e. Require cutting, trenching or boring in or under the roadbed.**
- (4) Potholing for utility locates, meaning excavating holes no larger than 24 inches' square, which must be filled in at the end of each workday.**
- (5) Utility damage repairs created from construction or routine maintenance performed by the City of Cartersville Public Works Department.**
- (6) Utility work being performed in a new development within the construction limits of**

the new development prior to the development's roads, rights-of-way and easements being deeded to the community development department.

(7) Emergency repairs. See subsection (f) below for applicable requirements for circumstances requiring post-repair notification.

(f) Emergency repairs. Emergency repairs do not require the giving of written notification before the repair is conducted, but repairs that would otherwise require written notification (i.e., would not be exempt repairs anyway) must provide post-repair written notification as soon as possible, no later than the end of the next business day. The sole exception is repairs that would only require notification due to blockage of a lane for more than two hours, or blockage of more than one lane; post-repair notification is not required for such repairs. However, post-repair notification is required for: repairs that require mechanical excavation; repairs that require boring, cutting or trenching the roadway; repairs that affect vertical clearances; repairs that install replacement poles; and so forth. An emergency repair is defined as an emergency replacement of poles, wires, or other facilities damaged by accidents or natural causes such as wind or ice and when immediate repair is required to repair service, or in cases where there is an imminent threat to public health or safety. In the event of an emergency repair requiring the blockage of one or more travel lanes, E-911 should be notified as soon as possible by telephone.

Sec. 7.5-264. - Provisions for the protection of the public.

(a) Safety procedures; securing work site. The use of the right-of-way shall be minimized to the greatest possible extent. No materials or equipment shall be stored on the right-of-way without prior written approval. No work shall restrict the sight distances for motorist exiting adjacent streets or driveways unless a flagman is provided. Minimum distances of lane closures to protect the safety of the work crews and the general public shall be provided by the City of Cartersville Public Works Department. Closure of lanes and traffic flow, and other relevant safety measures, shall be conducted in accordance with the current edition of the Uniform Manual on Traffic Control Devices, latest edition, as well as the DOT Utility Accommodation Policy and Standards manual, latest edition. Debris shall not be placed on the right-of-way, but will be hauled away as the excavation occurs. All trenches opened each day must be backfilled and compacted to 95 percent standard proctor using appropriate tamping or vibratory equipment unless otherwise approved by the department. The department reserves the right to require compaction testing from the utility, at the utility's expense, for any work involving cutting, trenching, or backfilling in the roadbed. Any postings must be properly posted and maintained so they are legible. All work areas must be secured at the end of each workday to protect the general public. Cover plates for gaps in the roadway must be secured at the end of each workday. Plates must be secured so that there is no possibility that the plates can move or shift due to traffic flow. No open cuts shall be allowed after work has stopped.

(b) Indemnification. The utility receiving the permit and the contractor shall indemnify and hold harmless City of Cartersville, the department and all City employees, and agents, from any and all liability resulting from any work performed under the permit or with written notification in a City of Cartersville right-of-way, as provided in the current edition of the state D.O.T.'s Utility Accommodation Policy and Standards. The utility shall also indemnify the City of Cartersville from any claims, suits or causes of action resulting from any work under the permit or pursuant to written notification. These terms shall become

terms of and contained within the permit/permit application and/or special assurances form(s). Such indemnification shall include the costs of attorneys' fees and litigation expenses to enforce this indemnification provision.

(c) **Warranty.** The utility shall provide a one-year warranty for any work conducted under authority of this article including any new installation and any repair work. The one-year warranty shall commence upon the completion of the work. The warranty shall be supported by a surety in the case of a utility permit, or by the utility owner in the case of actions requiring written notification. The utility shall be responsible to repair any defects in the work or repair, or correct any deficiencies that are not up to the standards and regulations of the City of Cartersville ordinances.

(d) **Surety.** Surety shall be required for work under this article, as specified herein, to ensure performance of the repair in compliance with the standards and regulations of the City of Cartersville and specifically to ensure that roads are repaired properly. Surety shall be in the nature of a performance and maintenance bond, an irrevocable standby letter of credit, or an escrow deposit.

(1) **Form.** The surety shall only be issued in a form approved by City of Cartersville. The language of the surety and the term of the surety must be approved by City of Cartersville prior to issuance. City of Cartersville has forms it prefers that surety companies use, and those can be provided upon request; otherwise, the form of the surety shall be approved by the City of Cartersville prior to acceptance of the surety. Any irrevocable standby letter of credit or surety bond shall be issued by a company or financial institution authorized to do business in the State of Georgia. Irrevocable standby letters of credit shall be issued in accordance with the current International Chamber of Commerce (ICC) publications governing such letters of credit, and must be issued by a bank having a physical branch in City of Cartersville, which shall be the place of tender of the draft on said letter of credit. City of Cartersville reserves the right to demand a specific form of surety from a developer that has tendered unsatisfactory surety in the past. City of Cartersville reserves the right to reject a surety from a financial institution or insurance company that has provided an unsatisfactory surety in the past. Escrow shall mean deposit of good funds in a bank of City's choosing pursuant to escrow instructions issued by City of Cartersville.

(2) **Amount.** Surety shall be in an amount determined by the City of Cartersville Public Works Department based on the size of the project. The minimum surety for a utility permit shall be \$25,000.00. The department may use its discretion when setting the amount of the bond and should consider potential damage to public property or facilities and the relationship to the cost of installation, as well as the factors used in determining whether a project is complex.

(3) **Prerequisite; calling surety.** No permit shall be issued by the City of Cartersville Public Works Department until the surety has been furnished to the City, in a form acceptable to the City of Cartersville. If the developer does not comply with these regulations, other applicable City of Cartersville Ordinances and regulations, or with the conditions of the permit after issuance, the City may call the surety, or any part thereof, to be forfeited and may use the proceeds to perform the work or hire a contractor to remedy the defects, whether that means installing soil erosion and sedimentation prevention measures, completing paving and road work, or completing other work.

(4) **Waiver.** The City of Cartersville Public Works Department shall be authorized, but

not required, to reduce or waive the surety requirement for projects undertaken by Bartow County in the City. The surety requirement may also be waived by the department head's discretion, for utilities that have demonstrated a history of compliance with this article, financial responsibility, quality work, and prompt responsiveness.

(e) **Insurance.** All utilities operating in City of Cartersville right-of-ways shall also provide proof of liability insurance in the amount of \$1,000,000.00 in general liability coverage that shall also cover the actions of the contracts and subcontractors. In lieu of the foregoing, the utility may self-insure for the above-referenced coverages. The utility shall present valid proof of self-insurance upon the department's request. The utility shall also require equivalent insurance from their contractors or subcontractors.

Sec. 7.5-265. - Administration and enforcement.

(a) **Administration.** The City of Cartersville Public Works Director shall have the authority to administer the state department of transportation's Utility Accommodation Policy and Standards, as amended from time to time by the state or City, on City streets in the municipal limits of the City of Cartersville and in accordance with any procedures the City of Cartersville Public Works Department may establish thereunder.

(b) **Fees.** The City of Cartersville Public Works Director shall be authorized to charge fees in accordance with the state department of transportation's Utility Accommodations Policy and Standards and any other applicable laws that exist now or may be enacted in the future. Fees shall be determined by the Public Works Director and approved by the Mayor and City Council of the City of Cartersville. Any fee schedule shall be posted at the offices of the Planning and Development Department and open for public inspection. Fees may be waived for work conducted on behalf of governmental utilities, only for work being performed by the governments' own employees. For work being performed for a government by a contractor, normal fees shall be charged.

(c) **Responsible party.** Only the utility itself can obtain a permit. The permit shall identify the contractor responsible for the repair and any subcontractors. The utility and any and all contractors or subcontractors shall be held liable for any violations of this article. The permit shall be posted at the site at all times, and a copy of the permit shall also be kept available at all times on the job site when any work is underway.

(d) **Inspection.** The department reserves the right to inspect the work during such periods as the department's field inspector(s) deem necessary to check compliance with the terms of the permit, and to require the utility and/or contractor to correct all deviations from the approved permit, or any safety concerns the inspector may have. If the utility and/or contractor do not correct the deviations, the permit can be revoked and a violation cited.

(e) **Notice of defect.** If a utility installation or road repair is found by the City of Cartersville Public Works Department not to be in compliance with the specifications provided, or otherwise not in compliance with this article or the permit, the City of Cartersville Public Works Department shall notify the utility immediately by written notice of defect. The utility will then have 48 hours to make the necessary repairs or other work, unless longer time is granted by the department. If the necessary work is not completed within the time limit specified, then the City of Cartersville Public Works Department may make the repairs or conduct the necessary work, and charge the utility for the costs of the materials and labor. The utility will also be in violation of this article for failing to abide by the notice of defect. The department in such circumstances would be authorized to issue

citations, stop-work orders, or seek other relief. In the case of emergencies, the department shall give the utility 24-hour contact one hour to respond, and if no action is begun to correct the emergency, shall be authorized to repair the deficiency itself. In such cases, the utility shall be responsible for the costs of labor and materials for the emergency repair. In the event City of Cartersville incurs costs to correct a defect of a utility company, the City shall be authorized to withhold all further permits (or issue a stop-work order) until the costs incurred by the City are paid.

(f) **Violations and penalties.** Violations of this article, or the procedures adopted under this article, shall subject the responsible parties to citation in City of Cartersville Municipal Court. Action may also be taken in superior court to recover fines and also to obtain injunctive relief to cure defects, or for other necessary action. The city attorney or other designated attorney for the department may initiate such actions. Citations shall be served personally on any responsible party at the site of the utility work, and shall be served on the utility through its designated contact in the City, as indicated on the permit. Each day a violation exists shall be a separate violation.

(1) **Responsible parties.** Any violation of this article shall subject all involved parties to citation, including the utility holding the permit, the contractor identified on the permit and any subcontractor or individual actually performing the work. Any or all of the responsible parties may be cited with a violation.

(2) **Minimum fines.** Minimum fines for violations of this article shall be imposed as follows. For subsequent violations within a one-year period, the minimum fine shall increase as shown below. Fines shall be based on a "rolling" one-year period, as follows:

a. **First violation—\$500.00 fine.**

b. **Second violation—\$750.00 fine.**

c. **Third violation—\$1,000.00 fine.**

d. **The one-year period begins the day of the first violation, so that one year after the day of the first violation, it expires and is no longer counted.**

(g) **Stop-work orders.** The department is authorized to issue stop-work orders in the event of a violation of this article. In the case of a threat to the public health, safety or welfare, or other harm to the City's property, such orders may be issued without prior issuance of a notice of defect. In the case of other violations, a notice of defect shall be issued first, and a stop-work order may be issued if the necessary repair or work is not completed by the time limit specified. Stop-work orders shall be issued in writing to any responsible party at the site of the utility work, and shall be served on the utility through its designated contact in the City, as indicated on the permit. Such stop-work orders may be issued only to stop-work at the particular location, or may be broadened to halt all work by that same utility in the City. The stop-work order shall state the reason for the issuance and the work that needs to be performed to remedy the situation.

(h) **Appeals.** Appeals of determinations and interpretations of the department may be taken to the Mayor and City Council by filing a written notice of appeal within 15 days of the department's decision.

(i) **Conflict.** In the event of a conflict between this Ordinance and the Wireless Facilities and Antennas Ordinance, the Wireless Facilities and Antennas Ordinance shall supersede this Ordinance.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

4. RV Park Capacity Fees

Ed Mullinax, Water Department Engineer stated the City was approached by developers of an RV Park as the supplier of water for their project. This would be the first RV Park on our system. The current ordinance did not anticipate this type of specific development when drafted. When the issue of capacity fees was discussed, the Water Department based the calculation on the hotel/motel language. This produced a large fee based on the language contained in the ordinance which requires a full fee if each unit has a refrigerator and stove.

The ordinance anticipated a static building in which a refrigerator and stove would be permanent fixtures. With an RV, this will change constantly depending on the mix of units in the park at any one time. Additionally, RV's do not exhibit typical water usage patterns like a brick and mortar building. They typically have smaller size appliances and smaller diameter plumbing.

For these reasons, we have drafted capacity fee language specific to RV Parks as a compromise and acknowledgement of their lighter capacity demands on our system. It is recommended for Council approval.

Motion to approve the RV Park Capacity Fees was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

H. Engineering Services

1. Engineering Services Agreement – Sweitzer Engineering

Mr. Mullinax stated Sweitzer Engineering developed and maintains the hydraulic model of the City's water distribution system. The model is used to evaluate potential improvements, proposed development and other diagnostic functions. Sweitzer also provides support in system planning as well as the design of pipe projects.

This results in multiple assignments for them ranging in cost from \$1,000 to as much as \$80,000. In order to streamline the management of these multiple assignments and pacify liability concerns from Sweitzer's insurance carrier over our small projects, we need to execute

the attached Engineering Services Agreement. This is a typical agreement we have with several other engineering firms which establishes a Task Order system of project management. The overarching ESA defines a base set of terms which apply to each task order. This streamlines smaller projects by allowing us to execute a task order which has project specific work scope and cost information without having to repeat the “typical contract language” every time.

Additionally, the following two Task Orders are already in progress:

Task Order 1: General Consultation

Task Order 2: Etowah River Intake & Pump Station

Task Order 1 will be a standing task order which covers a broad array of consulting services (see Description in attached Task Order 1). It will apply to the small scope model evaluations for various system improvement and development evaluations.

Task Order 2 is a project specific task order which deals with evaluation and preliminary design of a permanent water intake pump on the Etowah River. This work is the first step in converting our emergency river intake structure into a permanent intake system which can be used to expand capacity in the Water Treatment Plant (WTP) when needed. This is a budgeted project for FY19_20.

Council approval of the ESA and Task Orders 1 & 2 is recommended.

A motion to approve Engineering Services Agreement – Sweitzer Engineering was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

I. Bid Award/Purchases

1. D & C Restock 5 – 0.75in Meters

Mr. Mullinax stated the Distribution and Collection Division (D&C) needs to restock 0.75-inch meters. We typically build stock going into winter by ordering in 70 meter lots. Recent meter orders have had longer than normal lead times. Because of this, we need to make a bulk order which will carry us through the winter. Ordering now will insure we have the stock on hand when freezing weather begins.

The City uses Neptune meters. Delta Municipal is the exclusive distributor of Neptune meters in Georgia. They have provided the attached quote in the amount of \$18,600.00 for 300 standard 0.75-inch T-10 water meters.

Motion to approve the D & C Restock 5 – 0.75 Meters was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Ford 6640 Tractor Repair

Tommy Sanders, Public Works Department Head stated the Ford 6640 tractor used for mowing and bush hogging needed some engine work and the City Garage recommended that Franklin Tractor do the repairs. Public Works was not sure the extent of the necessary repairs until they took the engine apart and the repair work totaled \$12,157.76. This is a budgeted item and recommended for Council approval.

Motion to approve the Ford 6640 Tractor Repair was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

J. Resolutions

1. Internet Accommodation Sharing Companies

Keith Lovell, City Attorney stated Internet accommodation sharing companies are acting with local property owners to offer temporary accommodations within the City's jurisdiction, but are failing to collect and remit hotel excise taxes. The City desires assistance to obtain the payment of past and future Hotel Tax Claims as stated in the attached Resolution and Agreement.

Motion to approve the Internet Accommodation Sharing Companies as amended was made by Council Member Wren. Motion was seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

Motion to add an item to the agenda was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

Added Item: Distribution Agreement

Mr. Lovell stated that some Internet accommodation providers were not remitting hotel/motel taxes. Mr. Lovell recommended approval of the continuance of the Distribution Agreement in order to continue to pursue these entities.

Motion to approve the Distribution Agreement was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

K. First Reading of Ordinances

1. Cartersville Community Transportation Ordinance

Mr. Lovell stated Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances is amended by deleting Article V - X Reserved and replacing it as follows:

This ordinance is adopted to address the interest of public safety. Motorized carts, personal transportation vehicles, electric personal assistive mobility devices and other similar vehicles are not designed or manufactured to be used on public highways, streets and roads, and the City of Cartersville in no way advocates their operation on the public roads within its

jurisdiction. Adoption of this ordinance is not to be relied upon as a determination by the City of Cartersville that operation of motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads is safe or advisable if done in accordance with this Article. By regulating such operation, the city is merely addressing safety issues. All persons who operate or ride in motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Please see the attached ordinance for additional details.

This is a first reading and does not require a vote.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 12. MOTOR VEHICLES AND TRAFFIC OF THE CODE OF ORDINANCES OF THE CITY OF CARTERSVILLE BY THE MAYOR AND CITY COUNCIL RELATING TO TRAFFIC; TO PROVIDE FOR MOTORIZED CART USE ON CERTAIN DESIGNATED PUBLIC ROADS, RECREATION PATHS, RIGHTS-OF-WAY, AND OTHER PUBLIC PROPERTY; TO PROVIDE FOR USE OF PERSONAL TRANSPORTATION VEHICLE USE ON CERTAIN DESIGNATED PUBLIC ROADS, AND OTHER PUBLIC PROPERTY; TO PROVIDE FOR USE OF OTHER VEHICLES ON DESIGNATED PUBLIC ROADS, RECREATION PATHS, RIGHTS-OF-WAY, AND OTHER PUBLIC PROPERTY; TO DESIGNATE PUBLIC ROADS, RECREATION PATHS, RIGHTS-OF-WAY, AND OTHER PUBLIC PROPERTY TO BE USED BY SUCH MOTOR VEHICLES; TO PROVIDE FOR PLACES OF CROSSING HIGHWAYS AND PUBLIC ROADS; TO PROVIDE FOR REGISTRATION REQUIREMENTS; TO PROVIDE FOR LICENSING REQUIREMENTS; TO PROVIDE FOR RULES OF OPERATION; TO PROVIDE DEFINITIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

SECTION ONE

Chapter 12. Motor Vehicles and Traffic of the Code of Ordinances of the City of Cartersville is amended by deleting Article V--X Reserved in its entirety and replacing it as follows:

1 Article V

Sec. 12-136. Short Title.

This Article shall be known as the “Cartersville Community Transportation Vehicle Ordinance.”

Sec. 12-137. Findings and Intent.

This ordinance is adopted to address the interest of public safety. Motorized carts, personal transportation vehicles, electric personal assistive mobility devices and other similar vehicles are not designed or manufactured to be used on public highways, streets and roads, (hereafter “public roads”) and the City of Cartersville in no way advocates their operation on the public roads within its jurisdiction. Adoption of this ordinance is not to be relied upon as a determination by the City of Cartersville that operation of motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads is safe or advisable if done in accordance with this Article. By regulating such operation the city is merely addressing safety issues. All persons who operate or ride in motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Notwithstanding any law to the contrary, the City of Cartersville has no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on roads, sidewalks, recreation paths, rights-of-way or other public property under this Article. Any person who operates motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles is responsible for procuring appropriate insurance as may be required by any State of Georgia law or this Chapter as a condition of operating motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on the roads of the City of Cartersville.

Sec. 12-138. Definitions.

The following words and phrases when used in this Article shall have the definitions respectively ascribed to them in this Article.

***All-Terrain Vehicle* shall have the same definition as set forth in O.C.G.A. § 40-1-1(3).**

***Bicycle* shall have the same definition as set forth in O.C.G.A. § 40-1-1(6).**

***Dealer* shall have the same definition as set forth in O.C.G.A. § 40-1-1(11).**

***Electric personal assistive mobility device (EPAMD)* shall have the same definition as set forth in O.C.G.A. § 40-1-1(15.6).**

***Gross Weight* means the unladen weight of the vehicle plus the weight of any load thereon.**

Low-Speed Vehicle (LSV) shall have the same definition as set forth in O.C.G.A. § 40-1-1(25.1).

Moped shall have the same definition as set forth in O.C.G.A. § 40-1-1(28).

Motorized Cart shall have the same definition as set forth in O.C.G.A. § 40-1-1(32).

Motor Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(33).

Pedestrian shall have the same definition as set forth in O.C.G.A. § 40-1-1(42).

Personal Transportation Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(43.1).

Public Road means the entire width between the boundary lines of every right-of-way or place open to the use of the public for purposes of vehicular travel within the boundaries of the City of Cartersville, including streets and alleys.

Sidewalk means that portion of public property of a street between the curb lines, or the lateral lines of a railway, and the adjacent property lines, intended for use only by pedestrians.

Recreation Path means a right-of-way adjacent to motor vehicle travel lanes or other portion of public property of a street between the curb lines, or the later lines of a railway, and the adjacent property lines, or in any other designated public right-of-way or public property designated by signs for shared use by motorized carts, personal transportation vehicles, EPAMD vehicles, bicycles, and pedestrians. Such paths may be designated by resolution of the City Council.

Unladen Weight means the weight of a vehicle without load as per the manufacturer's specifications for such vehicle.

Valid Motor Vehicle Driver's License means any current and valid certificate issued by the state, other state of the United States of America, or international agency which permits persons to operate motor vehicles on the public roads of the state.

Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(75).

Sec. 12-139. Nomenclature.

Any personal transportation vehicle, as defined by this Article, which also qualifies as a motorized cart, as defined by this Article, shall only be considered a motorized cart under this Article and be subject only to the requirements, including registration, equipment, and inspections for motorized carts under this Article.

Sec. 12-140. Motorized Cart Registration.

- (a) A fee of \$15.00 to register each and every motorized cart for use on public roads will be charged by the City of Cartersville to cover the costs of implementing and maintaining this Article. It shall be the duty of every owner of a motorized cart that is operated on public roads, recreation paths, rights-of-way or other public property in the jurisdiction of the City of Cartersville to register the motorized cart with the city within ten (10) business days of the date of purchase. Registration is valid for one (1) year from date of issue and is required to be renewed annually.**
- (b) Registration with the City of Cartersville shall include a record of the model, make, any vehicle identification number or serial number on such motorized cart, the name and address of the owner, a contact phone number, and any other such information as the city shall require, all of which shall be maintained by the Police Department of the city.**
- (c) Upon registration with the City of Cartersville each motorized cart shall be issued a license decal from the city signifying such registration. The decals must be affixed to the driver's side of the motorized cart in such a manner as to be visible at all times and shall remain permanently with such motorized cart unless the motorized cart is sold or the license is destroyed.**
- (d) The failure to have a current registration license decal affixed to a motorized cart for use on public roads, recreation paths, rights-of-way or other public property in the City of Cartersville shall be a violation of this Article and subject the owner of such motorized cart to the penalties set forth in Section 12-152.**
- (e) If the motorized cart for use on public roads, recreation paths, rights-of-way or other public property is not registered with the city within ten (10) business days of purchase it shall be considered and unregistered motorized cart and subject the owner of such motorized cart to penalties set forth in Section 12-152. Furthermore, any motorized cart for use on public roads not registered within ten (10) business days of purchase shall be assessed a late registration fee of \$15.00.**
- (f) The decal issued by the city shall be non-transferrable from the motorized cart for which it was obtained.**
- (g) Upon transfer of the motorized cart to the ownership of another person, the registration must be transferred to the new owner within ten (10) business days of the change in ownership at a cost of \$15.00. If the registration is not transferred within ten (10) business days it shall be considered and unregistered motorized cart and subject the owner of such motorized cart to penalties set forth in Section 12-152. Furthermore, any motorized cart for use on public roads not registered within ten (10) business days of purchase shall be assessed a late registration fee of \$15.00.**

- (h) Motorized cart dealers and distributors, along with other commercial establishments, may rent motorized carts to the public for use on designated public roads, recreation paths, rights-of-way or other public property. Each such establishment renting motorized carts shall be required to register each such motorized cart in accordance with this section and shall maintain a written record of each person who rents each cart. Renters shall be required to furnish positive identification, shall be provided a copy of this Article to read, and must be at least sixteen (16) years of age. The registration fee and transfer fees and regulations, along with all licensing and operation regulations shall be consistent with the provisions of this Article as pertains to motorized carts.**
- (i) Only those persons sixteen (16) years of age and older may register a motorized cart. Motorized cart registration may be in one person's name only, and the registration form must be signed by that person.**
- (j) Any owner or operator registering a motorized cart with the city agrees to abide by all of the requirements of state law and this code. By registering a motorized cart with the city the owner or operator verifies that the vehicle qualifies to be classified as such under state law and this code.**
- (k) The City Council may, at its discretion, and by resolution, waive registration requirements for special events of a limited duration to which out-of-city residents may bring motorized carts as participants. Such special events shall last no longer than seven calendar days.**

Sec. 12-141. Personal Transportation Vehicle Equipment and Inspections.

- (a) All personal transportation vehicles which do not also qualify as motorized carts shall comply with all applicable provisions of 40-6-330.1, specifically and in general Chapter 8, Title 40 of the Official Code of Georgia Annotated.**

Sec. 12-142. Personal Transportation and Low-Speed Vehicle Registration.

- (a) Any personal transportation vehicle which does not also qualify as a motorized cart, low-speed vehicle, or other motor vehicle required to be registered by Georgia law shall register such motor vehicle with the State of Georgia, as required by law, before being allowed to operate within the boundaries of the City of Cartersville.**
- (b) Only registered personal transportation vehicles and low-speed vehicles may be operated on designated public property within the boundaries of the city, subject to limitations provided in this Article.**

Sec. 12-143. Motorized Cart Operation Regulations.

- (a) Motorized carts may only be driven on designated public roads, recreation paths, rights-of-way or other public property of the city.
 - (1) The designated public roads shall include all public roads within the jurisdiction of the city which have a speed limit of twenty-five (25 miles per hour or less or on other public roads as the Mayor and City Council shall approve, except for (list areas which are not meant to be used for motorized carts) and as the Mayor and City Council shall deem inappropriate for use a designated public road for use by motorized carts.
 - (2) Designated recreation paths only includes recreation paths which are designed to accommodate motorized carts where a sign has been posted advising that motorized carts are allowed.
 - (3) Designated rights-of-way or other public property includes all public rights-of-way and public property of the city except public property excluded by this Article, by this subsection, or by state law, and does not include the following: (list areas which are not meant to be used for motorized carts).
- (b) Motorized carts shall not be operated on sidewalks at any time.
- (c) No person shall operate a motorized cart on a public road of the City of Cartersville unless that road is designated for motorized cart use by this Article and appropriate signs giving notice are posted along the public road. The city shall post appropriate signs directing motorized carts and other explicitly allowed vehicles to cross only at designated crossings.
- (d) No motorized cart may cross any street, road or highway which is part of the state highway system unless such crossing is made at a crossing or intersection designated for that purpose by the Department of Transportation.
- (e) Motorized carts may cross streets, roads and highways which are part of the City of Cartersville street system and used by other types of vehicles only at crossings or intersections designated for that purpose by the city.

The city council may designate such crossings or intersections from time to time by resolution.
- (f) Motorized carts may only be operated on public roads, recreational paths, rights-of-way or other public property which are part of the City of Cartersville street system during daylight hours unless the motorized cart complies with equipment regulations which may be promulgated by the Commissioner of Public Safety of the State of Georgia.

- (g) Motorized cart owners shall maintain their motorized carts in a manner which ensures that an unobstructed view from the driver's seat to the rear is maintained at all times the motorized cart is in operation on public roads.
- (h) The maximum occupancy of a motorized cart traveling on public roads, sidewalks, paths, rights-of-way or other public property shall be one person per designated seat.
- (i) All operators of motorized carts shall abide by all traffic regulations applicable to vehicular traffic when using the designated public roads, recreation paths, rights-of-way or other public property of the city. Where recreation paths exist for motorized carts they must be used in preference to parallel roads with the exclusion of privately held paths.

Sec. 12-144. Personal Transportation Vehicle, Low- Speed Vehicle and All-Terrain Vehicle Operation Regulations.

- (a) Personal transportation vehicles which are not also motorized carts may only be driven on designated recreation paths, rights-of-way or other public property of the city.
 - (1) Designated recreation paths only includes recreation paths which are designed to accommodate personal transportation vehicles where a sign has been posted advising that personal transportation vehicles are allowed.
 - (3) Designated rights-of-way or other public property includes all public rights-of-way and public property of the city except public property excluded by this Article, by this subsection, or by state law, and does not include the following: (list areas which are not meant to be used for personal transportation vehicles).
- (b) Only personal transportation vehicles which also qualify as a motorized cart may be operated on the public roads within the territorial boundaries of the city. Such personal transportation vehicles must comply with all of the requirements for motorized carts under state law and this Article.
- (c) Personal transportation vehicles and low-speed vehicles shall not be operated on sidewalks at any time.
- (d) Personal transportation vehicles which do not also qualify as motorized carts may only be operated on designated recreation paths, rights-of-way within the boundaries of the city and may only cross public roads which are part of the City of Cartersville street system at Department of Transportation designated crossings of the state highway system.

- (e) All operators shall abide by all traffic regulations applicable to vehicular traffic when using the designated public roads, sidewalks, paths, rights-of-way or other property accessible to the public in the city. Where paths exist for personal transportation vehicles they must be used in preference to parallel roads with the exclusion of privately held paths.
- (f) Any low-speed vehicle being operated on the highways of the state, including city roads and rights of way, shall display an amber strobe light which shall be visible under normal atmospheric conditions from a distance of 500 feet from the front and rear of such vehicle
- (g) No low-speed vehicle shall be permitted to operate on any public road within the territorial boundaries of the city where the posted speed limit exceeds 35 miles per hour. Except as prohibited by law, low-speed vehicles shall be permitted to cross over streets of which the posted speed limit exceeds 35 miles per hour as long as the low-speed vehicle is traveling from one street with a posted speed limit of 35 miles per hour or less to another street with a posted speed limit of 35 miles per hour or less.
- (h) No all-terrain vehicle shall be permitted to operate on any public roads, sidewalks, recreation paths, rights-of-way or other public property of the city. Violations will be prosecuted under the Code of Georgia, Title 40, Chapter 7, pertaining to “off-road vehicles”.
- (i) Personal transportation vehicles which are not also motorized carts may operate on recreational paths, rights-of-way and other public property at night only when utilizing head lamps and tail lamps.

Sec. 12-145. Gasoline-Powered Motorized Carts and Personal Transportation Vehicles.

- (a) Every gasoline-powered motorized cart and personal transportation vehicle shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
 - (1) The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
 - (2) The exhaust system in its own shall be securely fastened, including the consideration of missing or broken brackets or hangers.

- (3) The engine and power mechanism of every gasoline-powered motorized cart or personal transportation vehicle shall be so equipped, adjusted, and tuned, as to prevent the escape of excessive smoke or fumes.**
- (b) It shall be unlawful for the owner of any gasoline-powered motorized cart or personal transportation vehicle to operate or permit the operation of such gasoline-powered motorized cart or personal transportation vehicle on which any device controlling or abating atmospheric conditions, which is placed on the gasoline-powered motorized cart or personal transportation vehicle by the manufacturer, to render the device unserviceable by removal, alteration, or other interference with its operation.**
- (c) All gasoline-powered motorized carts or personal transportation vehicles shall be maintained in working order and kept in good condition and shall be subject to inspection by city officials at reasonable times and intervals.**
- (d) All gasoline-powered motorized carts or personal transportation vehicles shall be maintained in such condition so that they are incapable of "backfiring", or otherwise operating so as to make loud noises; or create noise as a result of an operators equipping the gasoline-powered motorized cart or personal transportation vehicle with a certain device.**

Sec. 12-146. Motorized Cart Operator Licensing Regulations.

- (a) Those persons possessing a valid motor vehicle driver's license issued by the state, other state of the United States of America, or international agency which permits such person to operate a motor vehicle on the highways of the state may operate and drive a motorized cart on designated public roads, recreation paths, rights-of-way or other permitted public property of the city.**
- (b) Those persons who are sixteen (16) years of age or older but do not hold a valid motor vehicle driver's license may drive a motorized cart on the on designated public roads, recreation paths, rights-of-way or other public property of the city if they are accompanied by a person at least eighteen (18) years of age who holds a valid motor vehicle driver's license.**
- (c) No person under the age of sixteen (16) years shall be permitted to operate a motorized cart on designated public roads, recreation paths, rights-of-way or other public property of the city.**
- (d) Those persons who are eighteen (18) years of age and older, possessing a valid photo identification card indicating their age may drive a motorized cart on designated public roads, recreation paths, rights-of-way or other public property of the city without possessing a valid motor vehicle driver's license.**

Sec. 12-147. Personal Transportation and Low-Speed Vehicle Operator Licensing Regulations.

Only those persons possessing a valid motor vehicle driver's license issued by the state, other state of the United States of America, or international agency which permits such person to operate a motor vehicle on the public roads of the state may operate a personal transportation vehicle which does not also qualify as a motorized cart or low-speed vehicle on the public roads within the territorial boundaries of the city.

Sec. 12-148. Recreation Path Users – Authorized.

Authorized users of recreation paths are as follows:

- (a) Pedestrians;**
- (b) Non-motorized vehicles;**
- (c) Roller skates, roller blades, non-powered scooters and skateboarders (daylight only);**
- (d) Registered motorized carts provided that the vehicle is operated at a speed not to exceed twenty-five (25) miles per hour and only on designated recreation paths;**
- (e) Emergency and authorized maintenance vehicles;**
- (f) Bicycles;**
- (g) Wheelchairs;**
- (h) Registered low-speed vehicles provided that the vehicle is operated at a speed not to exceed twenty-five (25) miles per hour and only on designated recreation paths; and**
- (i) Registered personal transportation vehicles provided that the vehicle is operated at a speed not to exceed twenty-five (25) miles per hour and only on designated recreation paths;**

Sec. 12-149. Recreation Path Users – Prohibited.

- (a) Automobiles and trucks (except authorized emergency and maintenance vehicles);**
- (b) Motorcycles;**
- (c) Motorized Bicycles;**

- (d) Mopeds;**
- (e) Horses;**
- (f) Go-carts;**
- (g) Un-registered motorized carts;**
- (h) Un-registered personal transportation vehicles;**
- (i) Motorized scooters;**
- (j) Un-registered low-speed vehicles; and**
- (k) All-terrain vehicles.**

Sec. 12-150. Insurance.

- (a) The owner or operator of a motorized cart is liable for his or her own actions. Any person who operates or owns a motorized cart is responsible for procuring liability insurance and verifying coverage in terms enough to cover risk involved in using such motorized cart on designated public roads, recreation paths, rights-of-way or other public property of the city.**
- (b) The owner or operator of a personal transportation vehicle which does not also qualify as a motorized cart shall keep proof or evidence of required minimum insurance coverage in the personal transportation vehicle at all times during the operation of the motor vehicle as required by state law.**
- (c) The owner or operator of a low speed vehicle shall keep proof or evidence of required minimum insurance coverage in the low speed vehicle at all times during the operation of the motor vehicle as required by state law.**

Sec. 12-151. Hazardous Activities and Special Rules.

- (a) Blocking of public access to any public roads, sidewalks, recreation paths, rights-of-way or other public property of the city shall be prohibited, except for permitted events.**
- (b) Persons using recreation paths should always give due consideration and reasonable right of way to other users of the recreation path to ensure safe passage for all parties.**

- (c) **A warning or announcement shall be given by persons using recreation paths when approaching slower moving parties from the rear. The warning or announcement may be verbal, but it is recommended that users operating vehicles utilize an audible warning device, such as a horn or bell.**
- (d) **All operators and passengers of motorized carts, low-speed vehicles, personal transportation vehicles, and other motor vehicles shall remain seated at all times during the operation of motor vehicle.**

Sec. 12-152. Penalties.

- (a) **Any person who violates the terms of this Article shall be cited to appear before the municipal court or other court of appropriate jurisdiction and, upon conviction, punished as provided in the Code of Ordinance of the City of Cartersville, Georgia.**
- (b) **In addition to enforcing sanctions against the operator, any violation of this Article shall be charged against the registered owner of the vehicle, and all fines and penalties shall be levied against the registered owner of the vehicle as follows:**
 - (1) **For the first offense, a fine of not to exceed \$100.00;**
 - (2) **For the second offense committed within one year of conviction for a first offense, a fine of not to exceed \$250.00; and**
 - (3) **For a third offense committed within one year of conviction for a second offense for a vehicle, a fine of not to exceed \$1,000.00, and if a motorized cart the registered owner's motorized cart city registration shall be revoked. The registered owner cannot thereafter register a motorized cart for use in the city for a period of two years following the third conviction. Additionally, such person shall be prohibited from operating a motorized cart or personal transportation vehicle on the public roads, recreation paths, rights-of-way, or other public property for a period of two years.**
- (c) **Any violation by an operator of a low-speed vehicle shall be charged against the operator according to the provisions of Title 40 of the Official Code of Georgia and this Code. Any violation by an owner of a low-speed vehicle shall be charged against the owner according to the provisions of Title 40 of the Official Code of Georgia and this Code.**
- (d) **Any violation by and operator of a personal transportation vehicle, EPAMD, or other motor vehicle may be charged against the operator according to this Code or according to the provisions of Title 40 of the Official Code of Georgia.**

2.

Article VI---X. Reserved

SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FOUR

This ordinance shall become effective immediately upon its adoption by the City Council.

First Reading:_____

Second Reading:_____

BE IT AND IT IS HEREBY ORDAINED

**_____
MATTHEW J. SANTINI, MAYOR**

**ATTEST: _____
MEREDITH ULMER, CITY CLERK**

L. Contracts/Agreements

1. Itron MV-90 Annual Maintenance

Derek Hampton, Electric Department Head stated the Electric Department is seeking approval of the renewal of our annual maintenance contract with Itron. The Electric Department must use Itron's MV-90 software to program our larger customers' meters and to download the interval data necessary to prepare the monthly billing. This software analyzes the customers' demands, their consumption and provides the totalization necessary for customers with multiple meters to be treated like a single meter. This is a sole-sourced item and a budgeted expense. The Electric Department is requesting Council approval to renew the annual MV-90 maintenance agreement with Itron for \$11,663.94.

Motion to approve the Itron MV-90 Annual Maintenance was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

2. Containment Systems

Tom Gilliam, Parks and Recreation Department Head stated the Parks & Recreation Department issued an RFP for Netting & Posts on Fields 3 & 4 at the Sports Complex on June 24, 2019. Proposals were due on August 14, 2019. We received 8 proposals & chose Containment Systems out of Birmingham, AL for this project. The Parks & Rec Dept is requesting approval for Containment Systems to add netting & posts to Fields 3 & 4 at the Sports Complex with the total cost of this project being \$63,000.00. This is a budgeted item & the last of the GO Bond money.

Council Member Stepp made a motion to approve the Containment Systems and the motion was seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

M. Other

1. Facility Rental Fees Update

Mr. Gilliam stated the Parks & Recreation Dept is requesting an update to existing rental fees from January 1, 2014. This includes a small increase in some rental fees as well as providing more consistent fees for some of the facility rentals. We are recommending the updated facility rental fee schedule to Mayor & Council for approval.

Motion to approve the Facility Rental Fees Update was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Floyd County Taxes

Michael Hill, Gas Department Head stated the tax bill is in the amount of \$5,774.09 for our facilities in Floyd County. It is recommended for Council approval.

Motion to approve payment of Floyd County Taxes was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

N. Bid Award Purchases

1. Comcast Cable Damage

Mr. Lovell stated the City crew damaged five cables belonging to Comcast Cable on July 24, 2019. Our crew took reasonable and adequate care to avoid damaging Comcast's cables. The utility marks placed by their contract locator were inadequate to determine that additional buried cables were below. We uncovered eight cables, but missed five others which we damaged with only five cable marks indicated.

We worked to reduce the requested repair fee. The City also worked with the Public Service Commission (PSC) Office of Pipeline Safety and the Utilities Protection Center GA-811

representatives, but the PSC's group did not feel our case was strong enough to prevent Comcast from collecting the \$6,398.00 for the repairs in Civil Litigation.

The City has scheduled safe excavation practice training to lessen chances of future damages.

Motion to approve payment of Comcast Cable Damage was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

O. Engineering Services

1. Williams Transco Expansion Silt and Erosion Control Design

Mr. Hill stated Stephenson Engineering, Inc. has provided a proposal to design the silt and erosion control for the 6" expansion for the Williams/Transco Delivery Point to the Brown Farm Road Regulating Station. They have satisfactorily performed these duties for the City of Cartersville in the past. It is recommended for Council approval for the total proposed amount of \$9,800.00.

Motion to approve the Williams Transco Expansion Silt and Erosion Control Design was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote: 5-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

**City Council Meeting
10/3/2019 7:00:00 PM
Time Change for the December 5, 2019 Council Meeting**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	The first Council Meeting in December conflicts with the annual Christmas Parade. The Council has traditionally opted to change the evening meeting to a morning meeting. The resolution to make this change is attached.
City Manager's Remarks:	Your approval of the time change for the Dec. 5th meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

WHEREAS, The Mayor and City Council have determined that it is in the best interest of the City of Cartersville and it's inhabitants and their general health, safety and welfare to reschedule the below referenced meetings of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 5th day of December, 2019 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 5th day of December, 2019 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 3rd day of October, 2019.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
St. Francis Catholic Church 50th Anniversary

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	St. Francis Catholic Church will be celebrating their 50th anniversary in Cartersville on October 4, 2019.
City Manager's Remarks:	No action is needed on the part of Council. This is an opportunity to recognize the 50th Anniversary and St. Francis' commitment and presence in our community.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, in 1947 a group of 15 Catholics began having Mass above Young Brothers Pharmacy; and

WHEREAS, Saint Francis of Assisi Catholic Church was dedicated in 1950 on Cassville Road and served about 50 members; and

WHEREAS, the Church moved to its current location on Douthit Ferry Road in 1994; and

WHEREAS, the Saint Francis of Assisi Catholic Church has grown to serve over 800 families with a diverse membership that includes parishioners from over twenty different countries and nearly all fifty states; and

WHEREAS, the parishioners have pledged \$1.2 million for the expansion of the Church; and

WHEREAS, the celebration ceremony for the completion of the expansion of Saint Francis of Assisi Catholic Church was held on Wednesday, March 28, 2012; and

WHEREAS, on October 4, 2019, the Feast Day of the Patron Saint Francis of Assisi, the Church celebrates 50 years as a parish in the City of Cartersville;

NOW, THEREFORE, I, Matthew J. Santini, Mayor of the City of Cartersville and proud Parishioner of Saint Francis of Assisi Catholic Church, do hereby proclaim, Friday, October 4, 2019, as

Saint Francis of Assisi Catholic Church Day

in the city of Cartersville, and I encourage all citizens to celebrate the Church's past, present and future.

*In Witness whereof I have hereunto set my
hand and caused this seal to be affixed*

Mayor

Attest: _____ City Clerk



City of Cartersville

City Council Meeting

10/3/2019 7:00:00 PM

SU19-04: Special Use Permit to Allow Apartments Above Retail in a Mixed-Use Development. Location: Hwy 411 and Hwy 20. Applicant: JB Henderson Properties

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	J.B. Henderson Properties is requesting a Special Use permit to allow apartments and condominiums, above, below, or behind commercial and office uses in the same building. Property is located at the southeast corner of the intersection of Hwy 20 & 411, Tax Parcel C101-0001-001. Said property contains 36.7 +/- acres. Approximately 15.5 of the 36.7 acres will be developed in this phase. 208 apartment units are planned within four mixed-use buildings. The current breakdown is (153) 1-bdrm and (55) 2-bdrm units with options to combine some units to create suites marketable to students at Highlands College. Planning Commission recommends approval 4-0.
City Manager's Remarks:	This is a special use permit request to allow apartments to be above, below or behind commercial and office uses in the same building. It is intended to be a mixed-use development with a mixture of 1 and 2 bedroom units. This is the second public hearing. No changes since the first hearing. Planning Commission did recommend approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU19-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **J.B. Henderson Properties**
 Representative: **Barry Henderson**
 Property Owner: **Paul A. Bishop and Martha Gill**
 Property Location: **Intersection of Hwy 20 & Hwy 411 (Tax Parcel: C101-0001-001)**
 Access to the Property: **Hwy 20 & Hwy 411**

Site Characteristics:

Tract Size: Acres: **36 +/- acres** District: **4th** Section: **3rd** LL(S): **50 & 51**
 Ward: **6** Council Member: **Taff Wren**

LAND USE INFORMATION

Current Zoning: **G-C (General Commercial)**
 Proposed Zoning: **N/A**
 Proposed Use: **Mixed-Use Development (Office, Residential, & Retail)**
 Current Zoning of Adjacent Property:
 North: **G-C (General Commercial)**
 South: **G-C (General Commercial), County C-1 (Commercial), & County A-1 (Agriculture)**
 East: **County A-1 (Agriculture)**
 West: **G-C (General Commercial)**

The Future Development Map designates the subject property as: **Highlands.**

The Future Land Use Map designates the subject property as: **Commercial- Mixed Use.**

SU19-04

2. City Department Comments:**Electric:** Takes no exception**Fibercom:** Takes no exception**Fire:** In reference to the special use request to allow residential over commercial, Cartersville Fire takes no exception provided that all adopted codes, ordinances, and development regulations can be met for the occupancy type.**Gas:** Takes no exception**Public Works:** No comments received.**Water and Sewer:** The property on the west side of Hwy 411 of the site referred to in this Special Use Request is located in the City of Cartersville Water Department's water/sewer service area. The requested Special Use application will not affect water/sewer service to this portion of the site. Contact the Bartow County Water Department for comments on impacts to the portions of the site on the east side of Hwy 411.**School District:** No comments received as of 9-3-19.**3. Public Comments:** No comments received.**4. Special Use Review**

The applicant wishes to develop a Mixed-Use project on approximately 15.56 acres of a 36+/- acre lot that will introduce apartments above retail and office space in 4 of the 8 proposed buildings. A total of 210 apartments are proposed (154 one-bedroom & 56 two-bedroom). These buildings would be 4 stories. See the preliminary site plan.

The 15 acre tract is divided into 6 parcels, A-F, and further subdivided into Buildings 1-8, according to their use- hotel, restaurant, and mixed-use (apartments over retail).

Proposed parking spaces for the overall development are eighteen (18) spaces less than the requirements per City ordinance. This difference will likely be resolved during site plan development or a variance would be required. All total for the project, 744 spaces are required. 726 spaces are provided.

See the Parking Tabulation page below for detailed breakdown of parking by Parcel and Building

A Special Use permit is required for apartments above, below or behind office and commercial uses in the same building.

SU19-04

5. Zoning Ordinance Findings

Please review the following findings, as stated in the Zoning Ordinance, which are to be utilized in determining justification for approval or denial of special use request(s).

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a Special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by Special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

- A. The standards for the Special use as specified herein can be met;
- B. Recommendations have been received from the planning and development staff and other appropriate City departments.
- C. A public hearing has been held in relation to the Special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and
- D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and

SU19-04

Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:

1. The effect of the proposed activity on traffic flow along adjoining streets;
 2. The availability, number and location of off-street parking;
 3. Protective screening;
 4. Hours and manner of operation of the proposed use;
 5. Outdoor lighting;
 6. Ingress and egress to the property; and
 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

6. How General Standards Are Met:

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met: The proposed development will increase traffic on Hwy 20 & Hwy 411

Standard #2: The availability, location, and number of off-street parking.

How Standard #2 has / will be met: There may not be sufficient off-street parking provided in the concept plan. The deficiency will be addressed and finalized in the plan review process with the city departments. Currently, the plan is lacking 18 spaces according to City ordinance formulas.

Standard #3: Protective screening.

How Standard #3 has / will be met: Not required.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Hours will vary. This will be based upon the buildings' configuration and function.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Outdoor lighting will be required. The lighting layout will be determined during the plan review process with city departments.

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Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via Hwy 20 & Hwy 411.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: No negative impact to adjacent properties is expected. This development will complement adjacent uses such as the Savoy Museum, Georgia Highlands College, Hwy 411 retail, and the hospital campus.

7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Sec. 16.4. - Minimum special use standards.

16.4.2. *Apartment, above, below, or behind commercial and office uses in the same building.*

A. *Allowable districts:* DBD, M-U, P-D, O-C, and G-C.

B. *Standards:*

1. The dwelling unit shall comply with all applicable City of Cartersville building and fire codes.
2. Minimum floor area requirements for a dwelling unit shall be the following:
 - *3-bedroom:* Nine hundred (900) square feet.
 - *2-bedroom:* Seven hundred fifty (750) square feet.
 - *1-bedroom:* Six hundred (600) square feet.
 - *Studio/loft (in existing buildings):* Four hundred fifty (450) square feet.
3. Minimum number of parking spaces: Two (2) spaces for each dwelling unit plus three (3) spaces for each one thousand (1,000) square feet of commercial use.
4. Parking lot outdoor lighting shall be directed away and shielded from residential above or behind commercial use and from abutting residential districts or use. Freestanding street lighting fixtures shall have a maximum height of thirty-five (35) feet.
5. Reserved.
6. Sound-deadening construction materials and techniques should be used and bedrooms should be oriented away from noise sources.

8. Staff Recommendation: Staff recommends approval.

9. Planning Commission Recommendation: **Recommends Approval (4-0)**

SU19-04

Parking Tabulation by Parcel

Multi-family (Apartments)- 2 parking spaces/ unit(Sec. 17.6.1)						
Parcel/ Building	Total Units	Proposed SF (+/-)	Min. SF	Total SF	Required parking	Proposed parking
			reqd by Ordinance			
B/B1- 1 BR	47	750	600	35,250	94	206
B/B1- 2 BR	18	1,100	750	19,800	36	---
B/B2- 1 BR	37	750	600	27,750	74	---
B/B2- 2 BR	12	1,100	750	13,200	24	---
E/B3- 1 BR	25	750	600	18,750	50	69
E/B3- 2 BR	13	1,100	750	14,300	26	---
E/B4- 1 BR	44	750	600	33,000	88	97
E/B4- 2 BR	12	1,100	750	13,200	24	---
Totals	208	---		175,250	416	372

Hotel- 1 sp/ guest room or unit (Sec. 17.6.16)					
Parcel/ Building	SF	Rooms		Required parking	Proposed parking
C	---	90		90	116
Totals	0	90	0	90	116

Restaurant- 1 parking sp/ 4 seats (Sec. 17.6.23)					
Parcel/ Building	SF	seating		Required parking	Proposed parking
A- Rest	6,340	280		70	70
B/ B1	4,320	187		47	47
D- Rest	8,500	275		69	69
Totals	19,160	742	---	186	186

Retail/ office- 3 parking sp/ 1000sf (Sec. 16.4.2 (B)(3))					
Parcel/ Building	SF			Required parking	Proposed parking
B/ B1- leasing office	2,800			8	0
B/B2- Retail	6,100			18	27
E/B3 - Retail	1,850			6	25
E/B4 - Retail	6,850			21	---
Totals	17,600	---	---	53	52

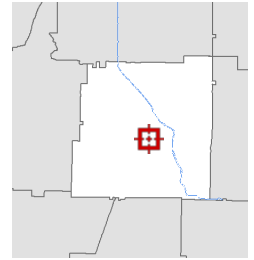
Parking Totals			Required	Proposed
No. of spaces			744	726



Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	C101-0001-001	Alternate ID	38080	Owner Address	BISHOP PAUL ALAN
Sec/Twp/Rng	n/a	Class	Commercial		GILL MARTHA B
Property Address	HWY 411	Acreage	44.77		374 PEEPLES VALLEY RD NE
	Cartersville				CARTERSVILLE GA 30120

District Cartersville
Brief Tax Description LL 50 DIST 4

(Note: Not to be used on legal documents)

Date created: 5/13/2019

Last Data Uploaded: 5/10/2019 9:37:17 PM

Developed by  **Schneider**
 GEOSPATIAL

Application for Special Use
City of Cartersville

Case Number: SU9-04
Date Received: 5-6-19

Public Hearing Dates:

Planning Commission June 11th 5:30pm 1st City Council June 20th 7:00pm 2nd City Council July 2nd (Tuesday) 7:00pm

Applicant J.B. Henderson Properties Office Phone 770 715 7037
(printed name)
Address 4 Howard Heights Mobile/ Other Phone _____
City Cartersville State Ga Zip 30120 Email bhendersoncompanies@gmail.com
Barry Henderson Phone (Rep) 770 715 7037
Representative's printed name (if other than applicant) Email (Rep) same
Barry Henderson Barry Henderson, President
Representative Signature Applicant Signature
Signed, sealed and delivered in presence of: _____ My Commission expires: 12/31/23
Stinecher
Notary Public



Item # 4

* Titleholder _____ Phone _____
(titleholder's printed name)
Address _____ Email _____
Signature _____
Signed, sealed, delivered in presence of: _____ My commission expires: _____

Notary Public

Present Zoning District G-C (General Commercial)
Acreage 36.74 ^{ACRES} Land Lot(s) 50, 51 District(s) 4 Section(s) 3rd
Location of Property: Hwy 20 @ Hwy 411
(street address, nearest intersections, etc.)
Reason for Special Use Request: Multi-use development with
apartments above retail.
(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

SPECIAL USE JUSTIFICATION

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use by right in a zoning district.

Zoning Ordinance section 16.3.A

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. The effect of the proposed activity on traffic flow along adjoining streets;
2. The availability, number and location of off-street parking;
3. Protective screening;
4. Hours and manner of operation of the proposed use;
5. Outdoor lighting;
6. Ingress and egress to the property; and
7. Compatibility with surrounding land use.

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for:

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

DEVELOPMENT will increase traffic on Hwy 20 & Hwy 411.

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

OFF-STREET parking AVAILABLE. See Concept plans

Standard #3: Protective screening.

How Standard #3 has / will be met:

Not Required

Item # 4

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met:

Vary BASED on Building function

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Requires, but determined during plan Review.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

Via Hwy 20 & Hwy 411

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

All Surrounding Land use is zoned G-C.
will complement commercial and institutional uses
Like THE Stry Museum & Highlands College

Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

See Attached.

Signed,



Applicant or Representative

Date

5-6-19

CARTERSVILLE NEWSPAPERS

• The Daily Tribune • The Herald-Tribune • The North Bartow News

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 5-6-19

Date Two Years Prior to Application: 5-6-17

Date Five Years Prior to Application: 5-6-14

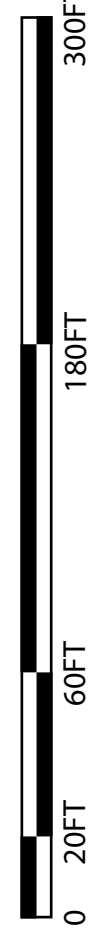
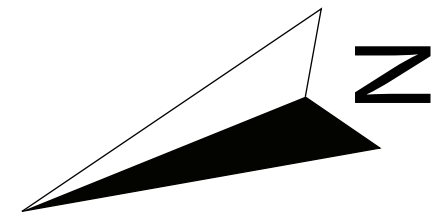
1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

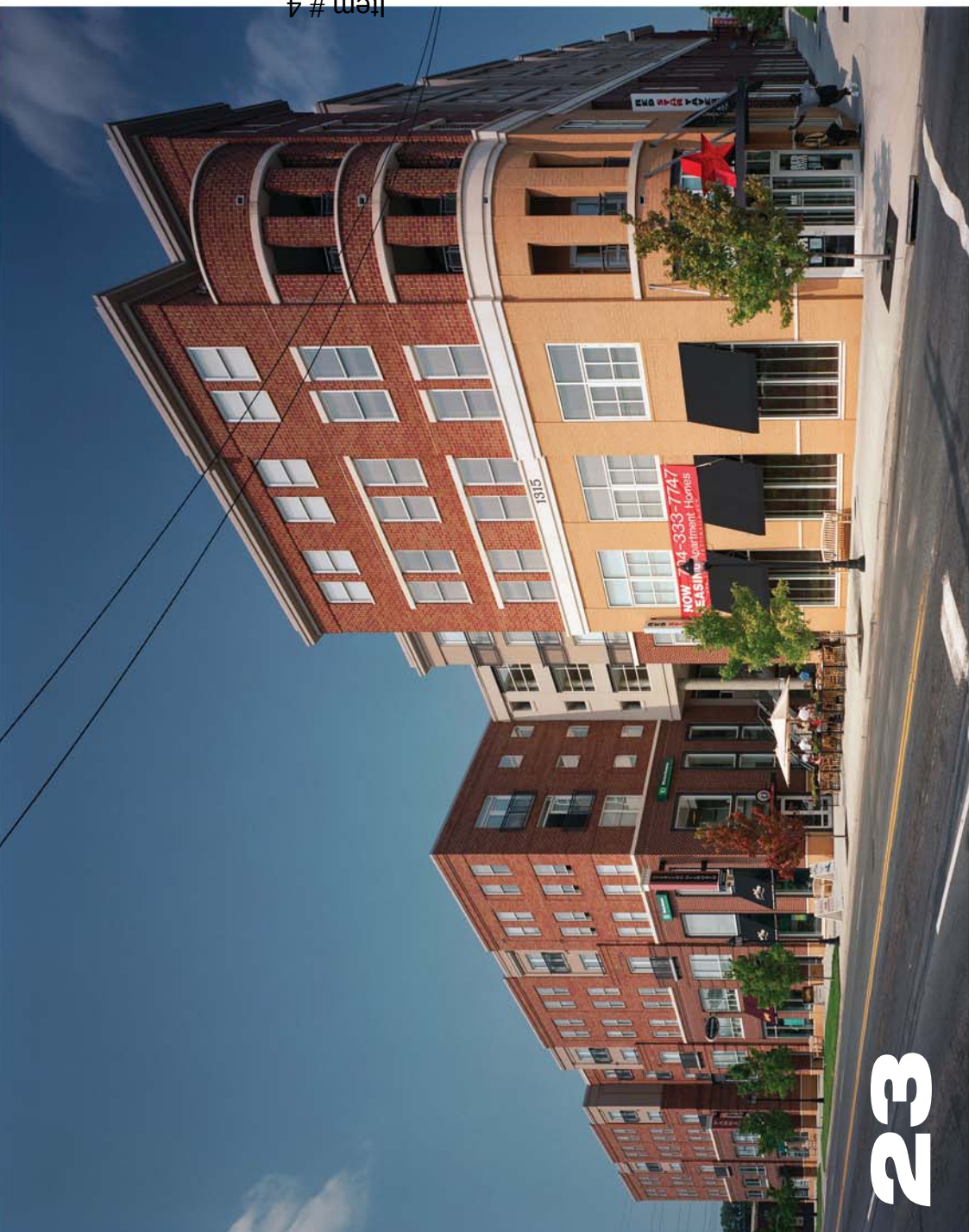
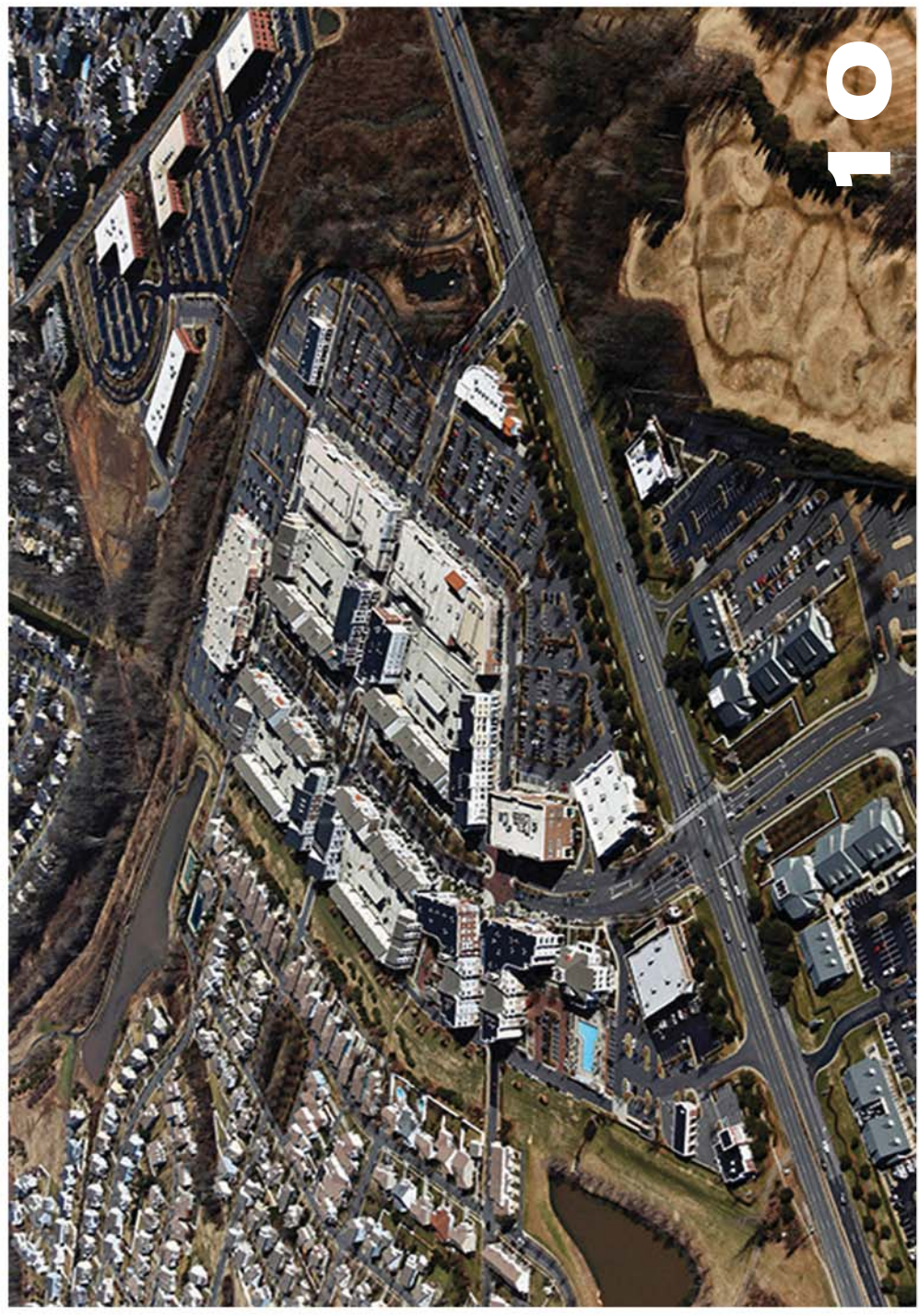
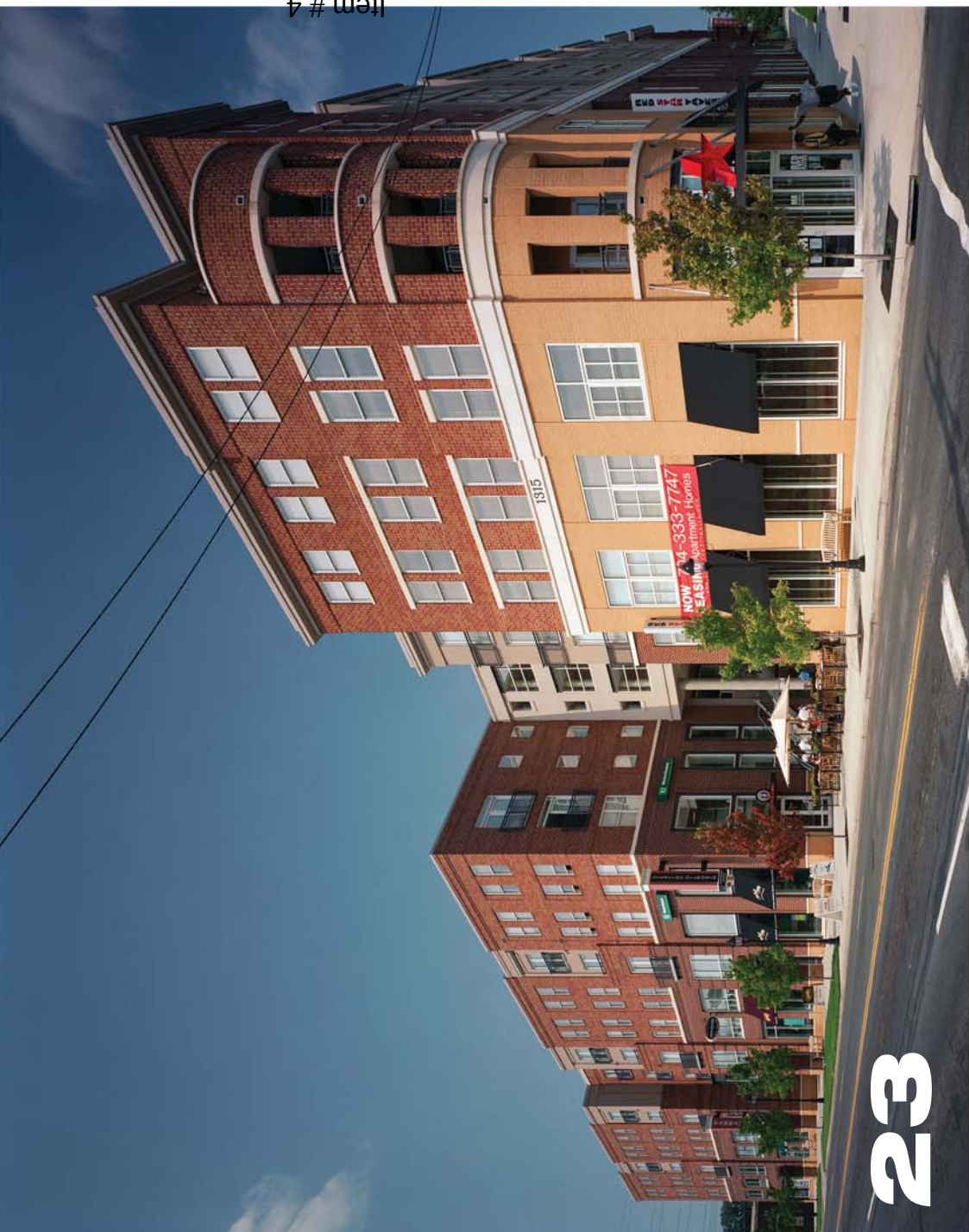
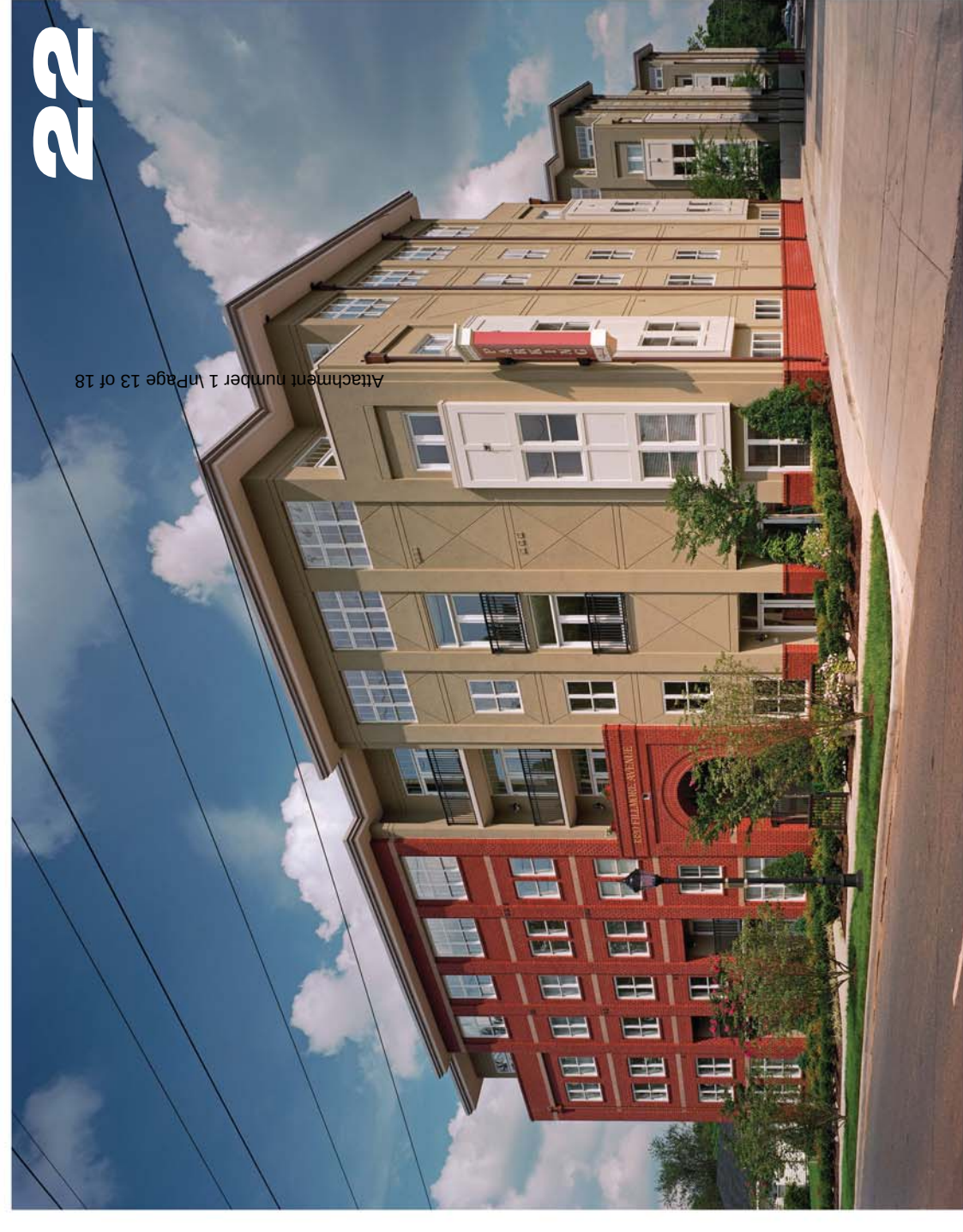
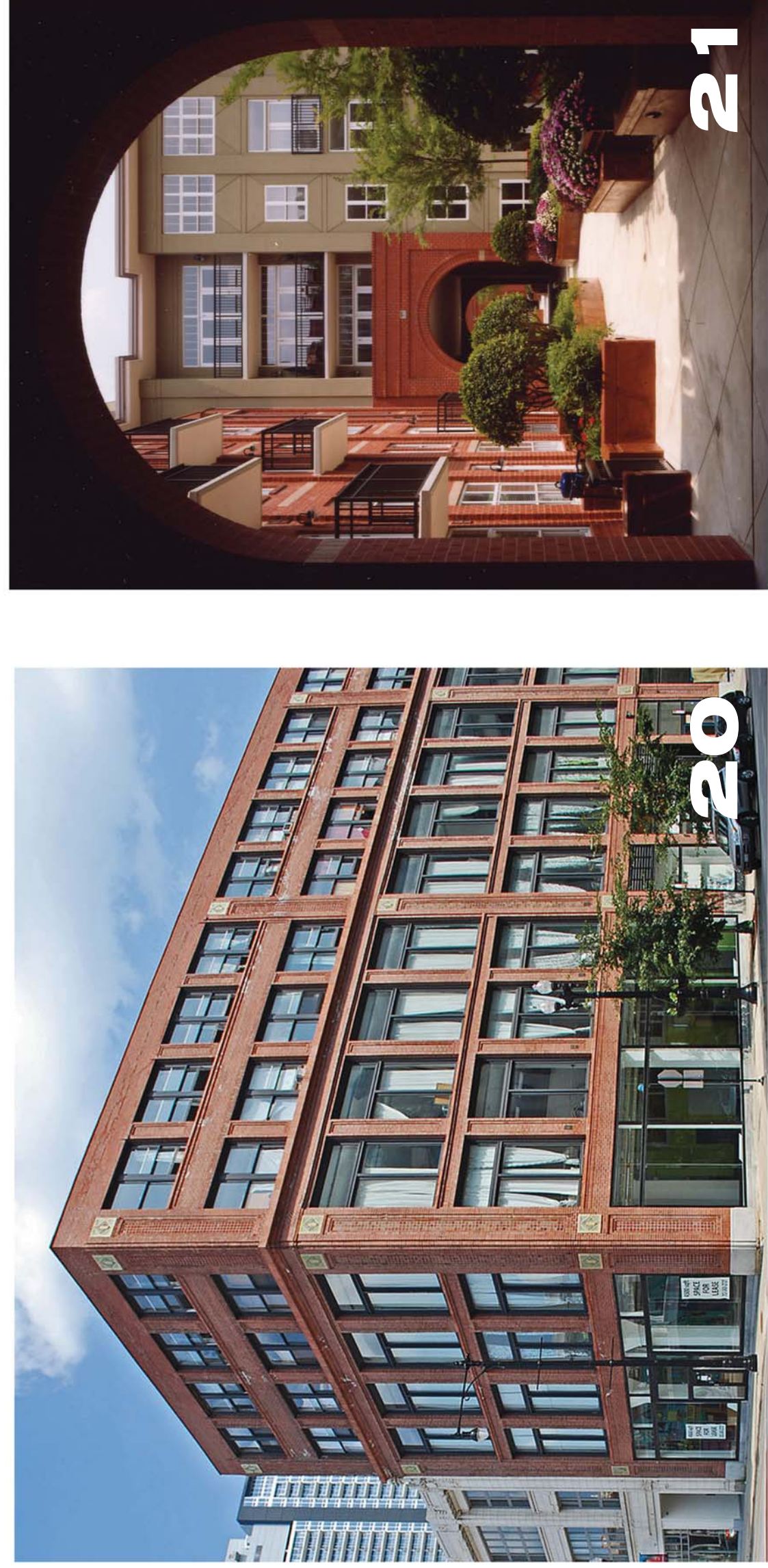
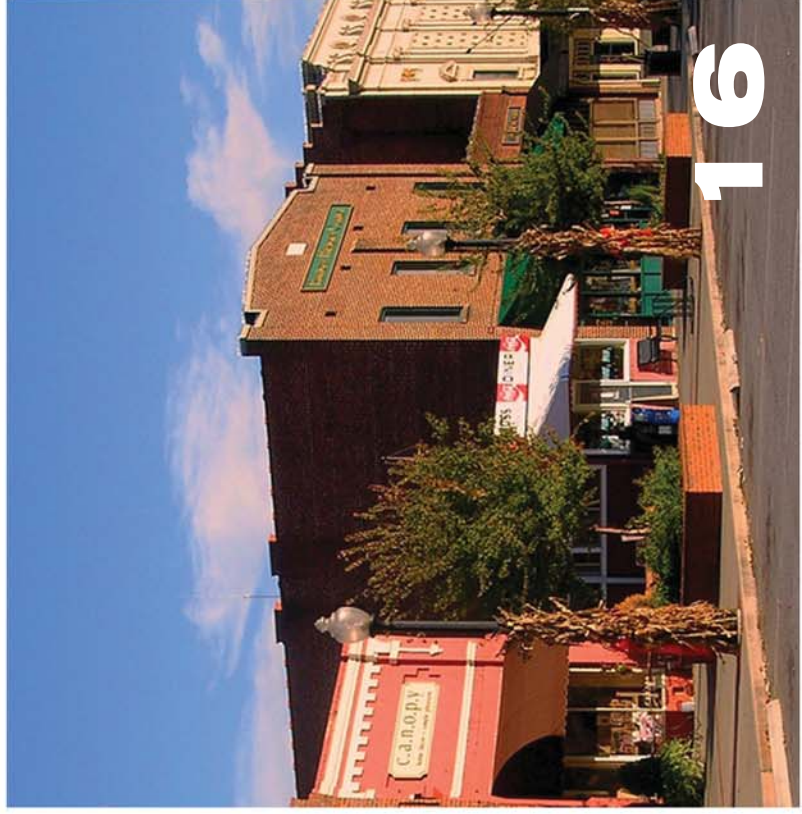
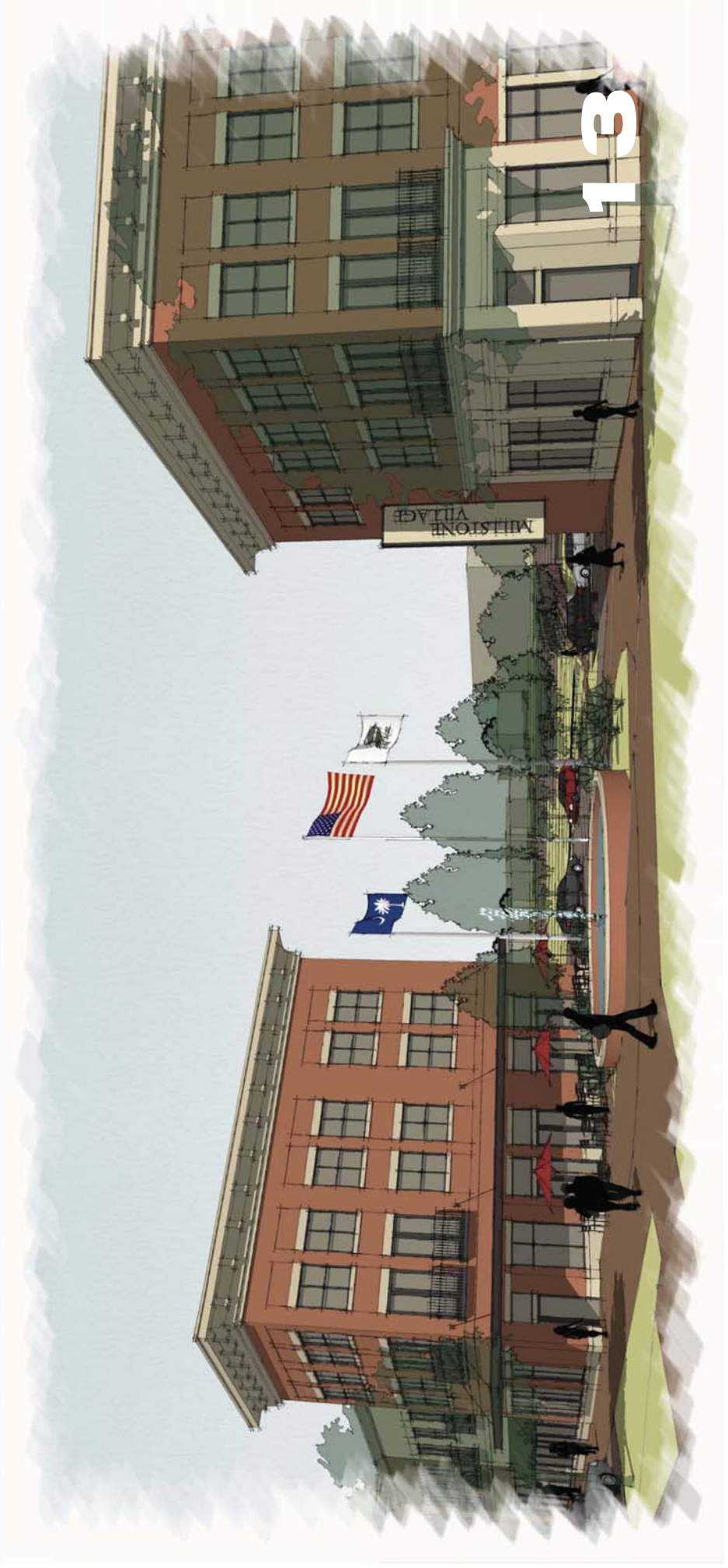
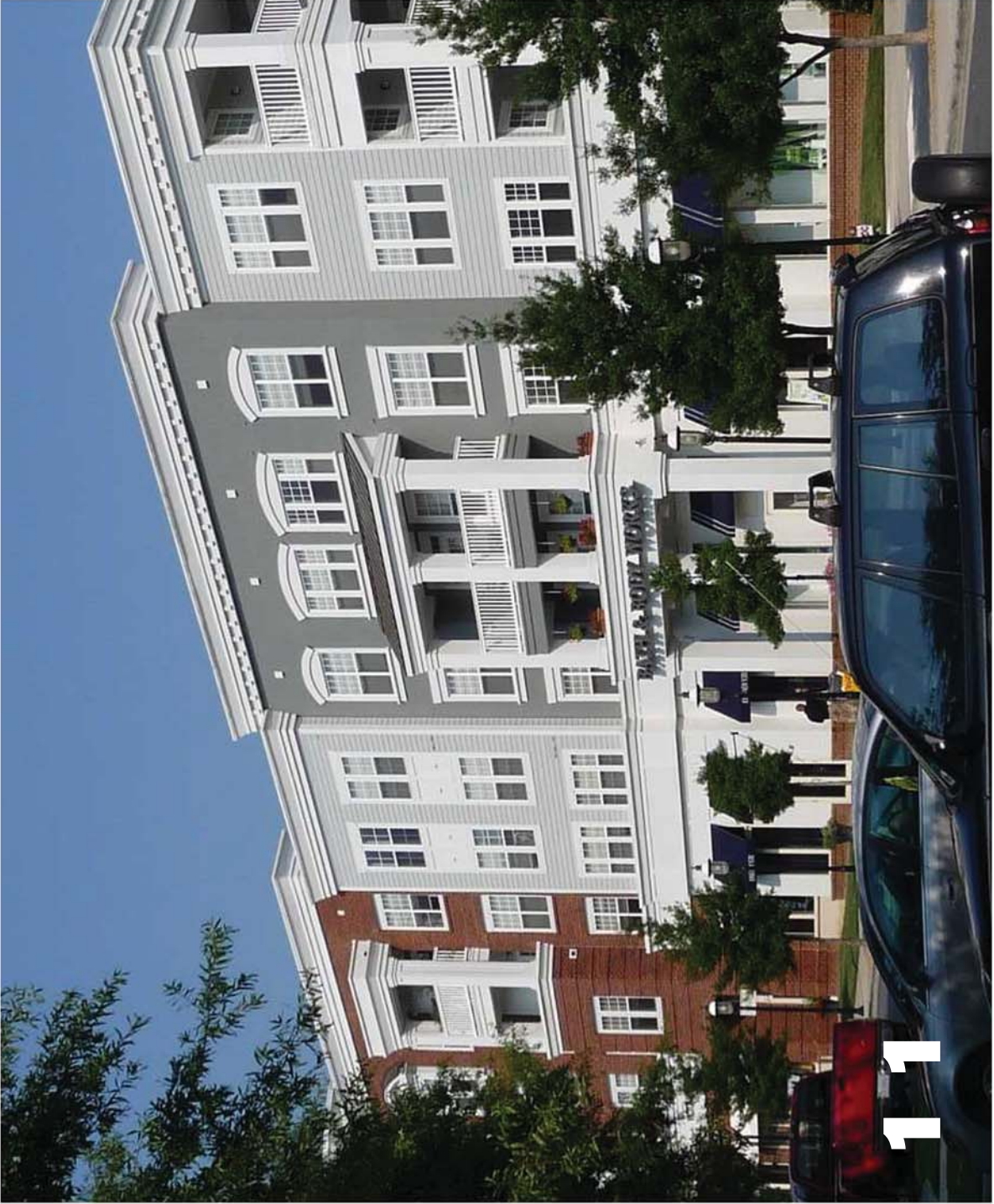
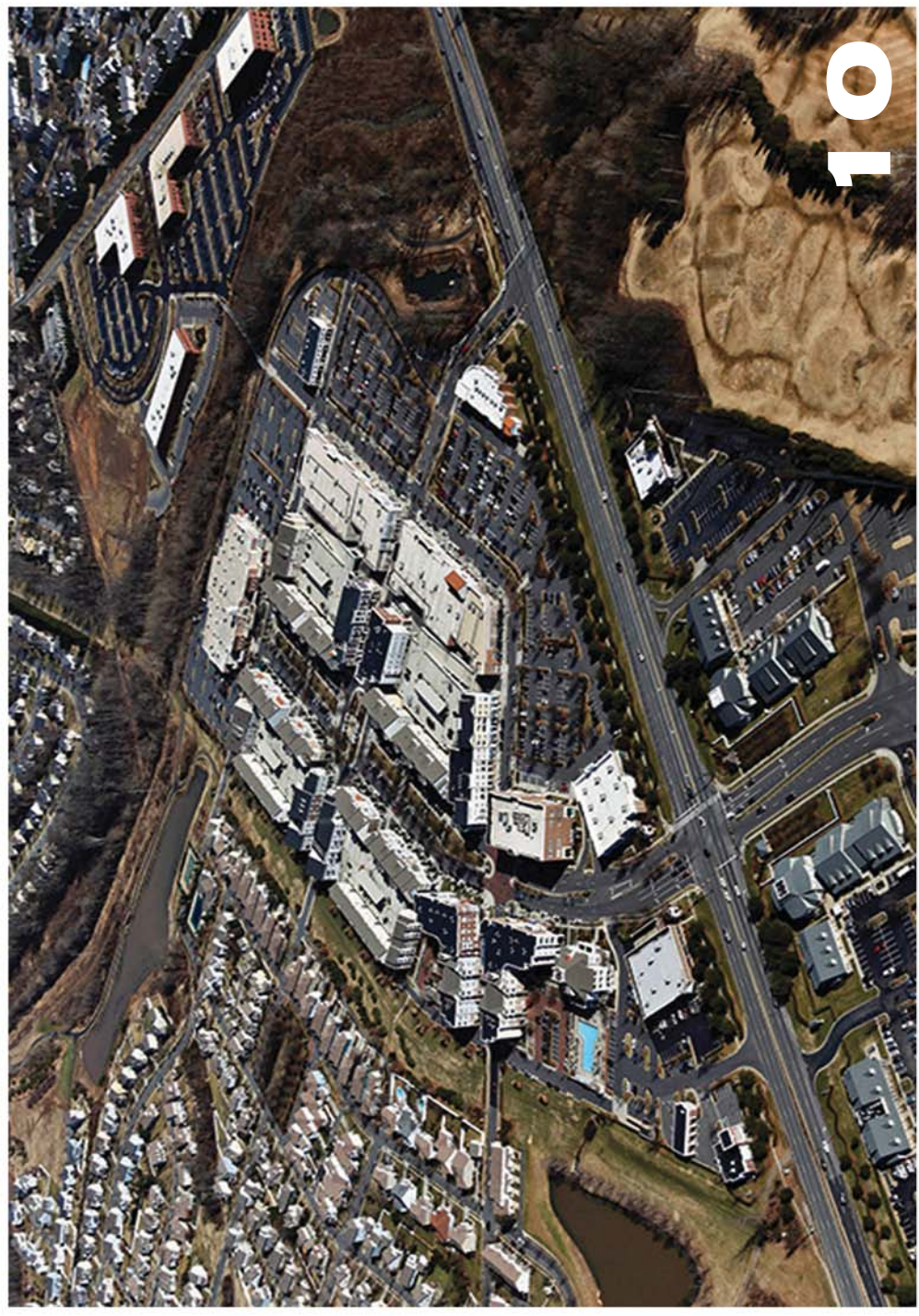
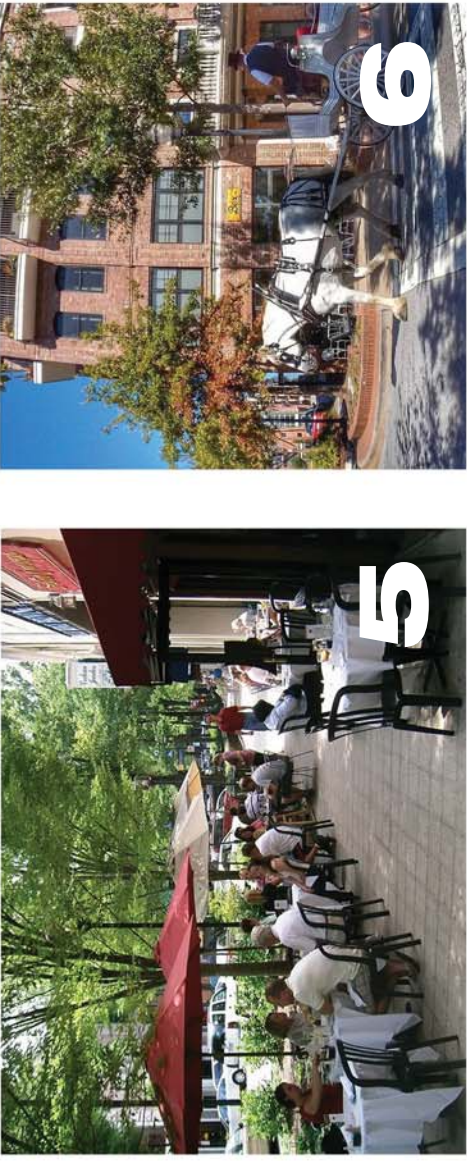
	YES	NO
Mayor: Matt Santini	☐	☒
Council Member:		
Ward 1- Kari Hodge	☐	☒
Ward 2- Jayce Stepp	☐	☒
Ward 3- Cary Roth	☐	☒
Ward 4- Calvin Cooley	☐	☒
Ward 5- Gary Fox	☐	☒
Ward 6- Taff Wren	☐	☒
Planning Commission		
Greg Culverhouse	☐	☒
Harrison Dean	☐	☒
Lamar Pendley	☐	☒
Lamar Pinson	☐	☒
Travis Popham	☐	☒
Jeffery Ross	☐	☒
Stephen Smith	☐	☒

Item # 4

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

Barry Henderson 5-6-19
Signature Date
Barry Henderson
Print Name





05 February 2019



The Highlands - Cartersville, GA – Fit Study Tabulation

This tabulation is intended to be used in concert with the color-rendered site plan created by FMK Architects and dated the same as listed above. Parcel labels can be found on that site plan that correspond to the data listed below.

Parcel A - Restaurant Out-Parcel - 1.26 acres

- +/- 5,400sf restaurant + 960sf outdoor dining = 280 seats @ 15sf/seat.
- 70 parking spaces required @ 4 seats per space.
- 70 off-street spaces provided.

Parcel B - Mixed Use Phase 1 Parcel - 5.29 acres

- Building #1 - 4 stories
 - Restaurant @ 3,800sf + 520sf outdoor dining = 187 seats = 47 parking spaces required. 43 off-street + 4 on-street spaces = 47 spaces provided (outside residential parking access control points).
 - Apartment Leasing Office / Clubhouse @ 2,800sf.
 - 47 One Bedroom Apartment Units @ +/- 750sf each + 18 Two Bedroom Apartment Units @ +/- 1,100sf each = 65 Total Apartment Units.
- Building #2 - 4 stories
 - Streetscape Retail @ +/- 6,100sf
 - 37 One Bedroom Apartment Units @ +/- 750sf each + 12 Two Bedroom Apartment Units @ +/- 1,100sf each = 49 Total Apartment Units.
- Pool / Pool Deck for entire Apartment Community (Phase 1 and 2 combined) adjacent to Leasing Office / Clubhouse.
- Residential Parking - Required for 114 total apartment units @ 1.7 spaces per unit = 194 spaces. 206 off-street spaces (1.81 spaces/DU) provided in access-controlled lot to south.
- Retail Parking - Required for +/- 8,900sf Streetscape Retail @ 2.5 spaces / 1,000sf = 23 spaces. Total of 27 on-street spaces provided along southern side of central streetscape (excluding 4 spaces for Restaurant in Building #1).

Parcel C - 90-Room Hotel Parcel - 2.25 acres

- 90 rooms + Common Areas in a 4-story building + Pool per previous design program.
- 116 off-street parking spaces (114 spaces shown on previous plan).

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05 February 2019

The Highlands - Cartersville, GA Fit Study Tabulation

Page 2

Parcel D - Restaurant Out-Parcel - 1.57 acres

- +/- 7,500sf restaurant + 1,000sf outdoor dining = 275 seats @ 20sf/seat.
- 69 parking spaces required @ 4 seats per space.
- 69 spaces provided (61 off-street + 8 on-street spaces provided along central streetscape frontage).

Parcel E - Mixed Use Phase 2 Parcel - 3.04 acres

- Building #3 - 4 stories
 - Streetscape Retail @ +/- 1,850sf
 - 25 One Bedroom Apartment Units @ +/- 750sf each + 13 Two Bedroom Apartment Units @ +/- 1,100sf each = 38 Total Apartment Units.
- Building #4 - 4 stories
 - Streetscape Retail @ +/- 6,850sf
 - 44 One Bedroom Apartment Units @ +/- 750sf each + 12 Two Bedroom Apartment Units @ +/- 1,100sf each = 56 Total Apartment Units.
- Residential Parking
 - Building #3 requirement for 38 total apartment units @ 1.7 spaces per unit = 65 spaces. 69 off-street spaces (1.82 spaces/DU) provided in lot immediately to north of building.
 - Building #4 requirement for 56 total apartment units @ 1.7 spaces per unit = 96 spaces. 97 off-street spaces (1.73 spaces/DU) provided in lot immediately to north of building.
- Streetscape Retail Parking - Required for +/- 8,700sf Streetscape Retail @ 2.5 spaces / 1,000sf = 22 spaces. Total of 25 on-street spaces provided along northern side of central streetscape (excluding 8 for Restaurant @ Parcel D).

Total Residential (Phase 1 and Phase 2 combined) Tabulation

- 153 One Bedroom Units @ +/- 750sf = 73%
- 55 Two Bedroom Units @ +/- 1,100sf = 27%
- Total of 208 Residential Units
- Total Residential Parking = 372 off-street spaces (1.79 spaces/DU).

Parcel F - Restaurant Out-Parcel - 1.15 acres

- +/- 5,400sf restaurant + 960sf outdoor dining = 280 seats @ 15sf/seat.
- 70 parking spaces required @ 4 seats per space.
- 71 off-street spaces provided (outside residential parking access control points).



Item # 4

Developed by

Cartersville, Georgia

HIGHLANDS COMMUNITY

J.B. HENDERSON PROPERTIES







City of Cartersville

City Council Meeting

10/3/2019 7:00:00 PM

SU19-06: Special Use Permit to Allow a Title Pawn or Pawn Shop. Location: 323 N. Tennessee St.

Applicant: Auto Cash-Cartersville LLC

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Auto Cash-Cartersville LLC, is requesting a Special Use permit to allow a pawn and/ or title pawn business in the M-U (Multiple Use) district. The subject property is located at 323 N. Tennessee Street, Tax Parcel C004-0004-006. Said property contains approximately 0.57 acres. Planning Commission recommends approval with a condition that prohibits outdoor storage (4-0).
City Manager's Remarks:	This is a special use permit request for a pawn/title pawn business in the M-U District. Planning Commission recommends approval with a condition that prohibits outdoor storage. This is the second public hearing and there have been no changes since the first hearing.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU19-06**

Request: **To allow a title pawn business in the M-U zoning district**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Auto Cash – Cartersville LLC**

Representative: **Leslie Simmons**

Property Owner: **Lewis & Sons, Inc.**

Property Location: **323 N. Tennessee St. (Corner of Tenn. St. & Nelson St.)**

Access to the Property: **Tennessee St. & Nelson St.**

Site Characteristics:

Tract Size: Acres: **0.57 +/- acres** District: **4th** Section: **3rd** LL(S): **409**

Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **M-U**

Proposed Zoning: **M-U**

Proposed Use: **Title Pawn shop**

Current Zoning of Adjacent Property:

North: **M-U (Multiple Use)**

South: **M-U (Multiple Use)**

East: **M-U (Multiple Use)**

West: **M-U (Multiple Use)**

The Future Development Map designates the subject property as: **Tennessee Street Corridor**

The Future Land Use Map designates the subject property as: **Commercial- Mixed Use.**

SU19-06

2. City Department Comments:**Electric:** No comments received**Fibercom:** Takes No Exception**Fire:** Takes No Exception**Gas:** Takes No Exception**Public Works:** No comments received**Water and Sewer:** Takes No Exception**3. Public Comments:** No comments received**4. Special Use Review**

The property is located at the SE corner of the intersection of N. Tennessee St at Nelson St. The brick building contains 3 tenant spaces addressed 319, 321 and 323. The 323 tenant space is located on the left side of the building adjacent to Nelson St. The applicant is moving the title pawn business from 2 Dixie Ave. to 323 N. Tennessee St. The Tennessee Street location is in the M-U (Multiple Use) zoning district. A pawn shop or title pawn business requires a special use permit in the M-U district.

There are (3) recent Special Use permits approved for pawn shops and/ or title pawn businesses on N. Tennessee St. Per zoning Ord. Sec. 4.25, outdoor storage is not allowed in the M-U district unless the products are landscape supplies. No outdoor storage or outdoor displays were conditions of the previous special use permits.

Case No.	Address	Approved	Conditions
SU13-03	624 N. TENNESSEE ST	7-1-13	Approved with condition that there must be no outdoor storage.
SU13-05	310 N. TENNESSEE ST	11-7-13	Approved with condition that there must be no outdoor storage.
SU14-03 (Title Pawn Only)	422 N. TENNESSEE ST	12-4-14	Approved with conditions: 1) No outside storage 2) No outside display of merchandise

SU19-06

5. Zoning Ordinance Findings

Please review the following findings, as stated in the Zoning Ordinance, which are to be utilized in determining justification for approval or denial of special use request(s).

A) Chapter 26, Article IV. General provisions

Sec. 4.25. - Outdoor storage.

Outdoor storage shall be allowed in G-C, L-I, and H-I districts only. In G-C and L-I districts, outdoor storage must be located in a side or rear yard and screened from all rights-of-way, and residential districts that abut the outdoor storage area. Such storage shall be screened in accordance with the requirements under section 4.17 of this chapter. In G-C and L-I districts, the use of trucks, truck bodies, enclosed containers, campers, recreational vehicles, or other types of motor vehicles for storage is prohibited. This section does not apply to incidental outside storage on properties in residential districts.

In the G-C district, neither vehicles (whether operable or inoperable) nor trailers (whether on or off their axles) may be used as storage buildings. This shall apply to all vehicles and trailers, including commercial vehicles, recreational vehicles, panel vans, tractor-trailer rigs, railroad box-cars, etc. The storage of new or used tires on any G-C district property is prohibited unless the same are stored within an enclosed building or garage. It is illegal to discard or abandon tires on any property other than a lawful landfill.

In the M-U district, outdoor storage of landscape supplies and materials may be permitted per the requirements in section 9.2.3, development standards.

(Ord. No. 11-18, § 1, 5-17-18)

Sec. 4.26. - Outdoor displays and yard sales.

The displaying of goods or merchandise for sale outdoors on the property shall be allowed for goods or merchandise normally used in the outdoors. Merchandise allowed to be displayed outdoors includes, but is not limited to, lawnmowers, wheelbarrows, lawn furniture, barbecue grills, play sets, and manufactured out buildings. The keeping of goods or merchandise outdoors on the property, longer than a twenty-four-hour period shall be considered outdoor storage and shall comply with outdoor storage requirements in section 4.26 of this chapter. This section shall not apply to vehicle or manufactured housing sales lots.

Yard sales and garage sales (or carport sales) shall be permitted on any residential lot no more frequently than once per calendar quarter. Such sale may not continue for more than seventy-two (72) hours.

Yard sales shall not be permitted on any commercial or industrial use lot. Such activity shall constitute a flea market use and shall be allowed only in the Fair Ground (FG) district.

SU19-06

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a Special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by Special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

- A. The standards for the Special use as specified herein can be met;
- B. Recommendations have been received from the planning and development staff and other appropriate City departments.
- C. A public hearing has been held in relation to the Special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and
- D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 - 1. The effect of the proposed activity on traffic flow along adjoining streets;
 - 2. The availability, number and location of off-street parking;
 - 3. Protective screening;
 - 4. Hours and manner of operation of the proposed use;
 - 5. Outdoor lighting;
 - 6. Ingress and egress to the property; and

Item # 5

SU19-06

7. Compatibility with surrounding land use.

- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

6. How General Standards Are Met:

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met: No negative effect to traffic along adjoining streets.

Standard #2: The availability, location, and number of off-street parking.

How Standard #2 has / will be met: Parking will remain the same as current configuration on the lot

Standard #3: Protective screening.

How Standard #3 has / will be met: Not required

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Standard office hours

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Outdoor lighting will remain the same as the current configuration on the lot

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via Tennessee St. & Nelson St.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: The proposed use is expected to be compatible with adjacent land uses

7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

None related to Pawn shops and/or title pawn.

Item # 5

SU19-06

8. Staff Recommendation: Staff recommends approval. If approved, the commission may choose to condition the permit to no outdoor storage or displays per previous special use permits and per zoning ordinance Sec. 4.25 even though this application is for a title pawn business only.

9. Planning Commission Recommendation:

PC recommends approval with the condition that prohibits outdoor storage (4-0)

Application for Special Use
City of Cartersville

Case Number: SU19-06
Date Received: July 24, 2019

Public Hearing Dates:

Planning Commission 9/10 5:30pm 1st City Council 9/19 @ 7:00pm 9am 2nd City Council 10/3 7:00pm

Applicant Auto Cash - Cartersville, LLC Office Phone _____
(printed name)
Address 3276 Buford Dr., Ste 104-315 Mobile/ Other Phone _____
City Buford State GA Zip _____ Email _____
Leslie Simmons Phone (Rep) 770-382-4702
Representative's printed name (if other than applicant) Email (Rep) leslie@lesliesimmonsllc.com
Representative Signature _____ Applicant Signature _____
Signed, sealed and delivered in presence of: _____ My commission expires: _____
Notary Public _____

Item # 5

* Titleholder Lewis & Sons, Inc. Phone 770-382-6330
(titleholder's printed name)
Address 321 N. Tennessee St. Email _____
Signature E. Patton Lewis
Signed, sealed, delivered in presence of: _____
Notary Public _____

Present Zoning District mu
Acreage 1600 Land Lot(s) 409 District(s) 4th Section(s) 3rd
sq ft.
Location of Property: 323 N. Tennessee St. Cartersville, GA 30120
(street address, nearest intersections, etc.)
Reason for Special Use Request: title pawn business
(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

SPECIAL USE JUSTIFICATION

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use by right in a zoning district.

Zoning Ordinance section 16.3.A

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. The effect of the proposed activity on traffic flow along adjoining streets;
2. The availability, number and location of off-street parking;
3. Protective screening;
4. Hours and manner of operation of the proposed use;
5. Outdoor lighting;
6. Ingress and egress to the property; and
7. Compatibility with surrounding land use.

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for:

title pawn business

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

applicant does not anticipate any change to
traffic to or from adjoining streets

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

there are approximately 4 parking spaces in front
of the building and two behind the building. These
are sufficient to service applicants use.

Standard #3: Protective screening.

How Standard #3 has / will be met:

no changes are proposed

Item # 5

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met:

standard office hours

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

location currently has sufficient outdoor lighting
no changes are proposed

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

location has sufficient ingress and egress. no
changes are proposed.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

proposed use is in keeping with the surrounding
commercial uses.

Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Signed,


Applicant or Representative

Date

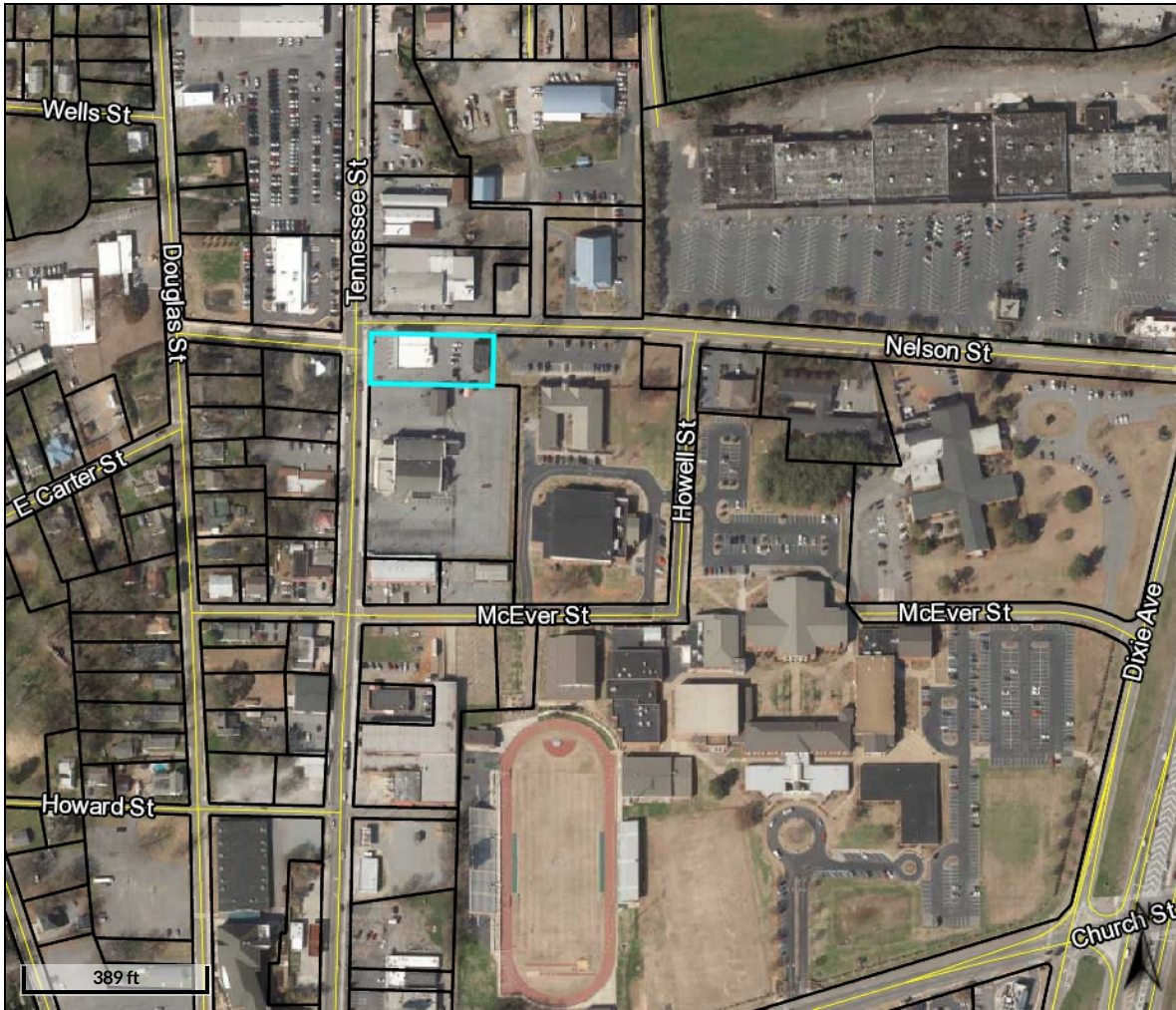
7-23-19

CARTERSVILLE NEWSPAPERS

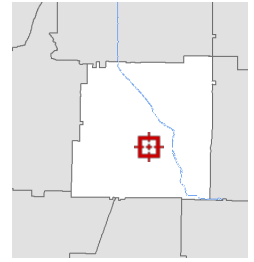
• The Daily Tribune • The Herald-Tribune • The North Bartow News



Bartow County, GA



Overview



Legend

Parcels

Parcel ID	C004-0004-006	Alternate ID	32646	Owner Address	LEWIS & SONS INC
Sec/Twp/Rng	n/a	Class	Commercial		321 N TENNESSEE ST
Property Address	321 N TENNESSEE ST	Acreage	0.57		CARTERSVILLE GA 30120
	Cartersville				

District Cartersville
Brief Tax Description LL 409 D 4

(Note: Not to be used on legal documents)

Date created: 7/23/2019

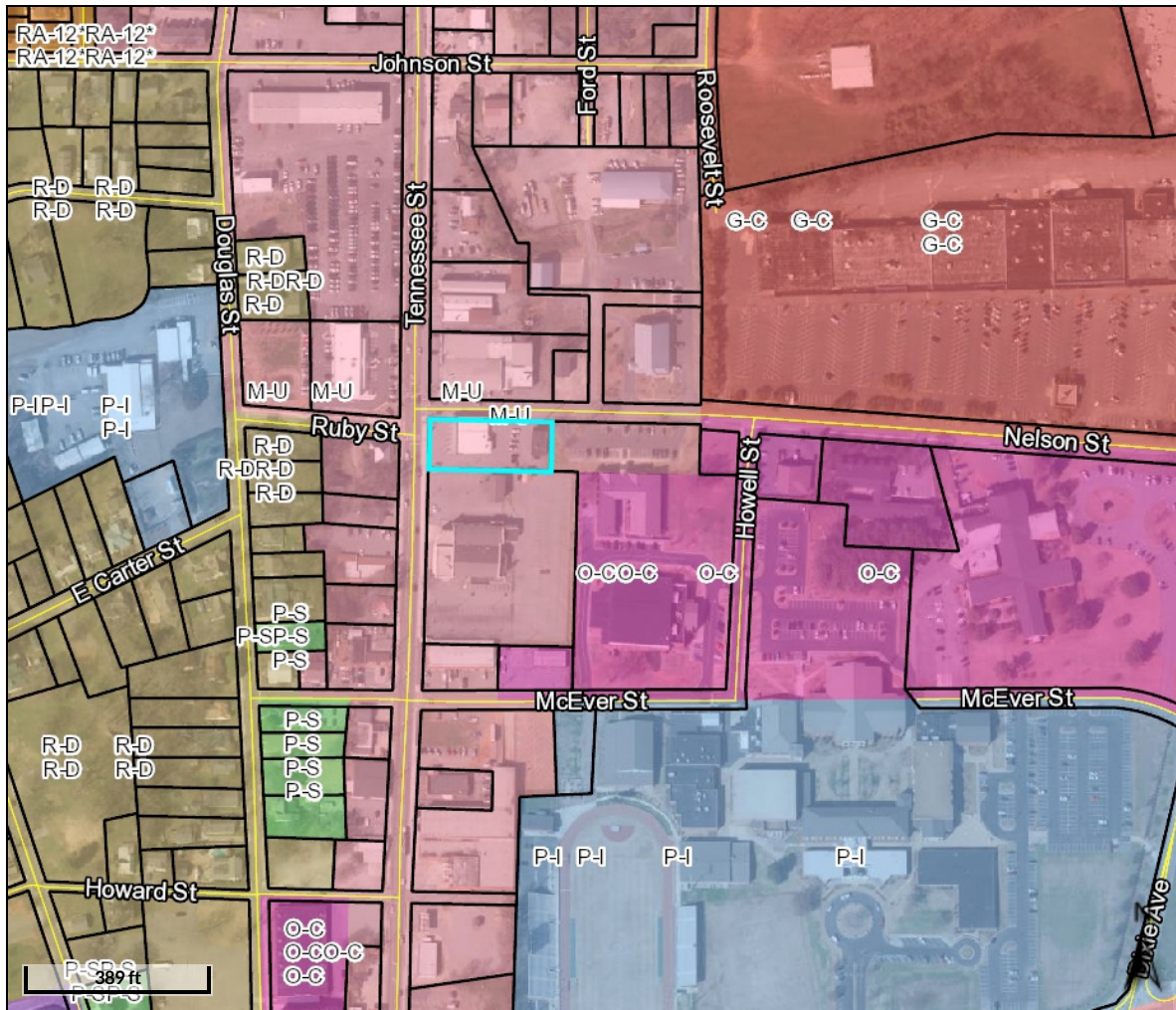
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Developed by Schneider
 GEOSPATIAL

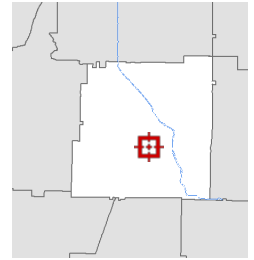


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Bartow County, GA



Overview



Legend

Parcels

Cartersville Zoning

- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

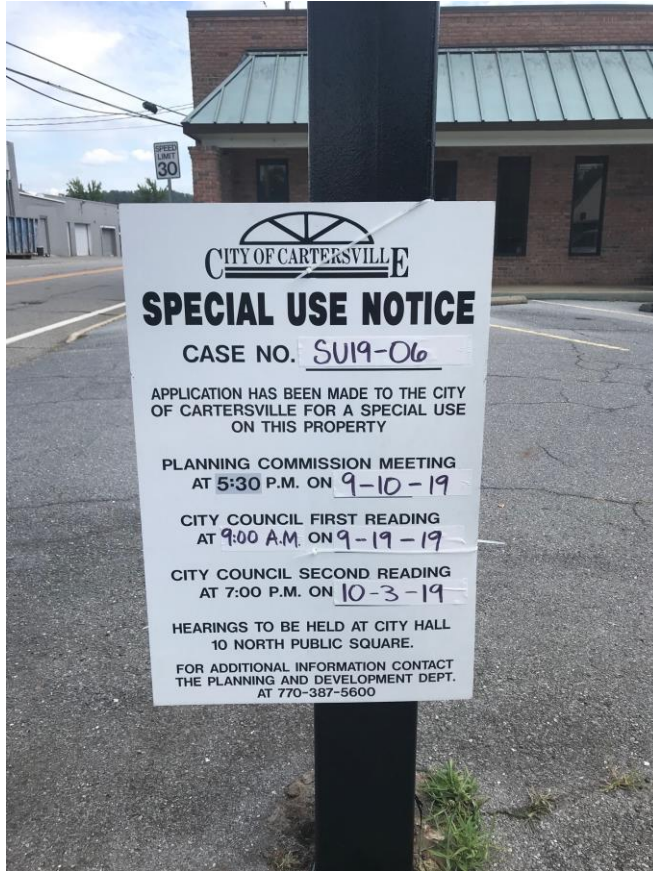
Parcel ID C004-0004-006
 Sec/Twp/Rng n/a
 Property Address 321 N TENNESSEE ST
 Cartersville
 District Cartersville

Alternate ID 32646
 Class Commercial
 Acreage 0.57

Owner Address LEWIS & SONS INC
 321 N TENNESSEE ST
 CARTERSVILLE GA 30120

Item # 5

SU19-06



Item # 5



City of Cartersville

**City Council Meeting
10/3/2019 7:00:00 PM
Redevelop Etowah Preserve**

SubCategory:	Resolutions
Department Name:	Planning and Development
Department Summary Recommendation:	Etowah Venture Partners I, LLC has chosen to redevelop Etowah Preserve from a single family subdivision to a townhome development. Public Works reviewed the development and has determined that it would be in the best interest for the streets in this development to become private streets and abandoned by the City of Cartersville, with a reservation of all utility and drainage easements as appropriate. The attached resolution is recommended to the Mayor and Council for approval.
City Manager's Remarks:	This resolution would provide for the streets in the development to become private streets and abandoned by the City of Cartersville. There would be a reservation of all utility and drainage easements as appropriate and necessary. Tommy, Randy and myself met with Keith a few months back and were in agreement that it would be beneficial to make the streets private with proper reservations in place for easements. Your approval of this resolution is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO: _____**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING THE REDEVELOPMENT OF ETOWAH PRESERVE AND ABANDONMENT OF STREETS**

WHEREAS, Etowah Venture Partners I LLC desires to redevelop Etowah Preserve from a single family subdivision as indicated on Plat Book 69, Page 16-21, as recorded in the Office of the Clerk of Superior Court, Bartow County, Georgia, as a townhome development as indicated by Exhibit "A" attached hereto and incorporated herein by reference, being the a concept plan submitted to the City of Cartersville on March 6, 2018; and

WHEREAS, the roads and easements were dedicated to the City by a deed of dedication recorded at Deed Book 2308, Pages 73 and 74, in the Office of the Clerk of Superior Court, Bartow County, Georgia; and

WHEREAS, after initial review, the City of Cartersville Public Works Department has determined that it would be in the best interest for these streets to become private streets and abandoned by the City of Cartersville, with a reservation of all utility and drainage easements as appropriate; and

WHEREAS, Etowah Venture Partners I LLC has inquired if the Mayor and City Council would be in favor of said abandonment, before incurring the associated engineering and development costs related to their proposed townhome project; and

WHEREAS, after consideration of the requests from both Etowah Venture Partners I LLC and the City of Cartersville Public Works Department, the Mayor and City Council have determined that it is in the best interest of the City, its inhabitants and provides the public's general safety, health, welfare and transportation needs to commence the abandonment process pursuant to O.C.G.A. § 32-7-1, *et seq.*, after all appropriate planning and staff review has been completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

that upon receipt of a request from the City of Cartersville Public Works Department, that all issues, plans, and development concerns have been addressed, that the Mayor and City Council of the City of Cartersville shall commence the procedure to abandon the streets previously dedicated in Deed Book 2318, Pages 73-74, in the Bartow County Real Estate Records, with reservation of easements as recommended by City Staff.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of October, 2019.

ATTEST:

/s/_____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

/s/_____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

EXHIBIT "A" TO RESOLUTION



SITE DATA

- Total updated Site Acreage for Phase 1 = 58.55 Ac.
- Remainder Acreage in Phase 2 = 103.37 Ac.

- Phase 1 Proposed Greenpace = 34.28 (Excluding Recreational Areas)
- All Units 26' Wide by 30' Deep
- 23 - 6 Unit Buildings Proposed = 28 Units
- 1 - 5 Unit Building Proposed = 5 Units
- 7 - 4 Unit Buildings Proposed = 28 Units
- Total Proposed Units = 119
- Density = 3.4 Units per Acre (Based on updated Site Acreage)
- Total Front Entry Proposed = 97
- Total Alley Entry Proposed = 102

Variances Requested

- Request a reduction to 50% of the units required to be rear access or alley
- Request that all units be treated as condominium units with no property lines

Concept Plan for

ETOWAH PRESERVE

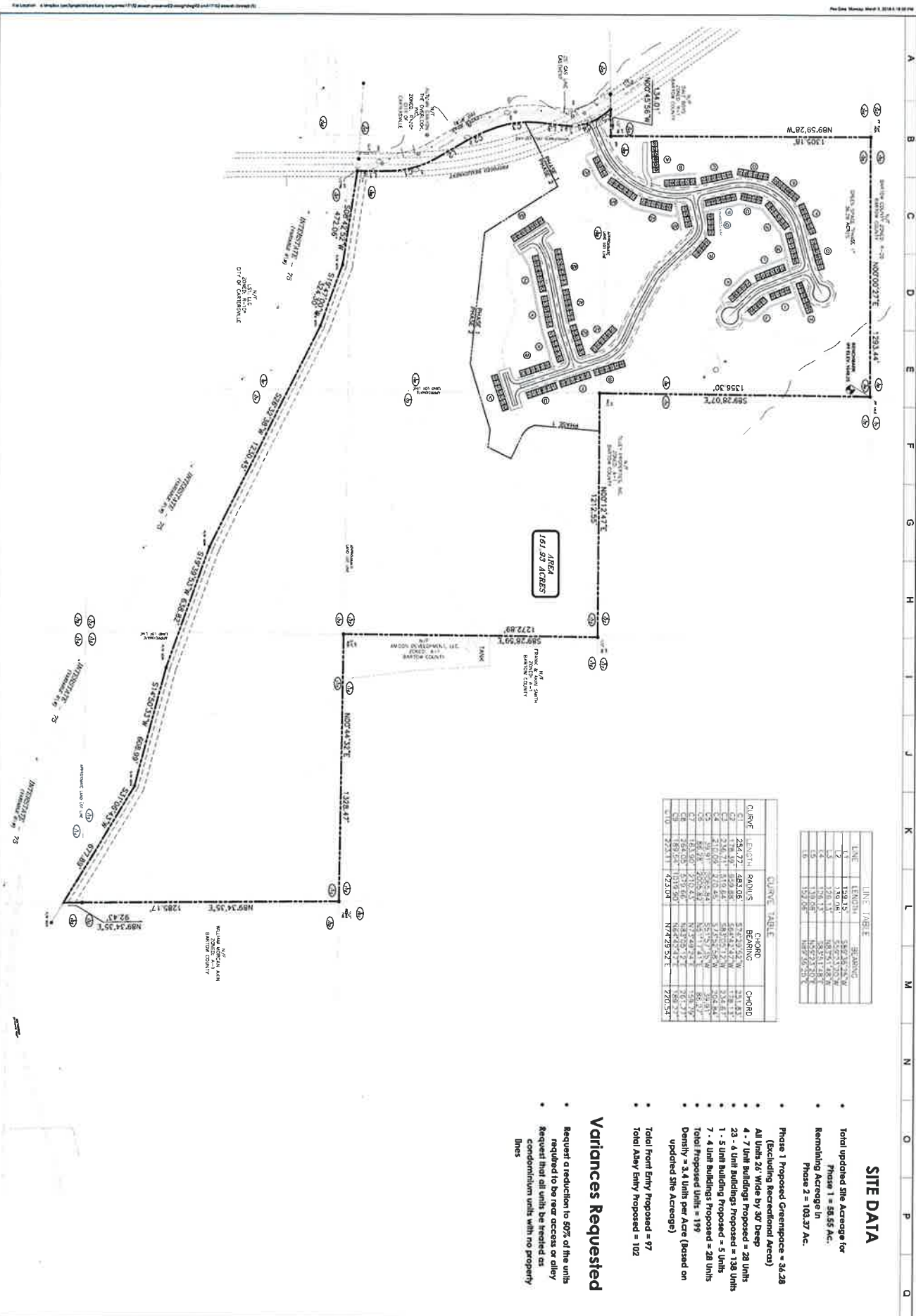


NOT FOR CONSTRUCTION

Issue	Date	Description
1	5/2/18	Initial
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

C-11

A B C D E F G H I J K L M N O P Q



LINE TABLE		
LINE	LENGTH	BEARING
1	129.12	S89°34'35\"
2	129.12	S89°34'35\"
3	129.12	S89°34'35\"
4	129.12	S89°34'35\"
5	129.12	S89°34'35\"
6	129.12	S89°34'35\"
7	129.12	S89°34'35\"
8	129.12	S89°34'35\"

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
1	254.77	483.06	S74°24'52\"
2	254.77	483.06	S74°24'52\"
3	254.77	483.06	S74°24'52\"
4	254.77	483.06	S74°24'52\"
5	254.77	483.06	S74°24'52\"
6	254.77	483.06	S74°24'52\"
7	254.77	483.06	S74°24'52\"
8	254.77	483.06	S74°24'52\"

SITE DATA

- Total updated Site Acreage for Phase 1 = 58.55 Ac.
- Removing Acreage in Phase 2 = 103.37 Ac.
- Phase 1 Proposed Greenpace = 34.28 (Excluding Recreational Areas)
- All Units 26' Wide by 30' Deep
- 4 - 7 Unit Buildings Proposed = 28 Units
- 23 - 4 Unit Buildings Proposed = 138 Units
- 1 - 5 Unit Buildings Proposed = 5 Units
- 7 - 4 Unit Buildings Proposed = 28 Units
- Total Proposed Units = 199
- Density = 3.4 units per Acre (Based on updated Site Acreage)
- Total Front Entry Proposed = 97
- Total Alley Entry Proposed = 102

Variances Requested

- Request a reduction to 50% of the units required to be rear access or alley
- Request that all units be treated as condominium units with no property lines



City of Cartersville

City Council Meeting

10/3/2019 7:00:00 PM

Cartersville Community Transportation Vehicle Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances is amended by deleting Article V - X Reserved and replacing it as follows: This ordinance is adopted to address the interest of public safety. Motorized carts, personal transportation vehicles, electric personal assistive mobility devices and other similar vehicles are not designed or manufactured to be used on public highways, streets and roads, (hereafter “public roads”) and the City of Cartersville in no way advocates their operation on the public roads within its jurisdiction. Adoption of this ordinance is not to be relied upon as a determination by the City of Cartersville that operation of motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads is safe or advisable if done in accordance with this Article. By regulating such operation the city is merely addressing safety issues. All persons who operate or ride in motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. At Council's request, 'recreational paths' has been deleted and 'local streets' has been added. Please refer to the attached ordinance for additional details.
City Manager's Remarks:	This is the second reading. The ordinance has been revised by Keith to reflect several changes in the law since 2012. Frank has also reviewed the document and is ok with the revisions. The ordinance states that the City in no way advocates for the operation of motorized carts etc., on public highways, streets or roads but is addressing proper safety issues for those who choose to operate said vehicles within the City. There were changes made since the first meeting to delete recreational paths and add local streets to the ordinance. Cover Memo
	Item # 7

Financial/Budget Certification:
Legal:
Associated Information:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 12. MOTOR VEHICLES AND TRAFFIC OF THE CODE OF ORDINANCES OF THE CITY OF CARTERSVILLE BY THE MAYOR AND CITY COUNCIL RELATING TO TRAFFIC; TO PROVIDE FOR MOTORIZED CART USE ON CERTAIN DESIGNATED PUBLIC ROADS, RIGHTS-OF-WAY, AND OTHER PUBLIC PROPERTY; TO PROVIDE FOR USE OF PERSONAL TRANSPORTATION VEHICLE USE ON CERTAIN DESIGNATED PUBLIC ROADS, AND OTHER PUBLIC PROPERTY; TO PROVIDE FOR USE OF OTHER VEHICLES ON DESIGNATED PUBLIC ROADS, RIGHTS-OF-WAY, AND OTHER PUBLIC PROPERTY; TO DESIGNATE PUBLIC ROADS, RIGHTS-OF-WAY, AND OTHER PUBLIC PROPERTY TO BE USED BY SUCH MOTOR VEHICLES; TO PROVIDE FOR PLACES OF CROSSING HIGHWAYS AND PUBLIC ROADS; TO PROVIDE FOR REGISTRATION REQUIREMENTS; TO PROVIDE FOR LICENSING REQUIREMENTS; TO PROVIDE FOR RULES OF OPERATION; TO PROVIDE DEFINITIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

SECTION ONE

Chapter 12. Motor Vehicles and Traffic of the Code of Ordinances of the City of Cartersville is amended by deleting Article V--X Reserved in its entirety and replacing it as follows:

1
Article V

Sec. 12-136. Short Title.

This Article shall be known as the “Cartersville Community Transportation Vehicle Ordinance.”

Sec. 12-137. Findings and Intent.

This ordinance is adopted to address the interest of public safety. Motorized carts, personal transportation vehicles, electric personal assistive mobility devices and other similar vehicles are not designed or manufactured to be used on public highways, streets and roads, (hereafter “public roads”) and the City of Cartersville in no way advocates their operation on the public roads within its jurisdiction. Adoption of this ordinance is not to be relied upon as a determination by the City of Cartersville that operation of motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads is safe or advisable if done in accordance with this Article. By regulating such operation, the city is

merely addressing safety issues. All persons who operate or ride in motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Notwithstanding any law to the contrary, the City of Cartersville has no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on roads, sidewalks, rights-of-way or other public property under this Article. Any person who operates motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles is responsible for procuring appropriate insurance as may be required by any State of Georgia law or this Chapter as a condition of operating motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on the roads of the City of Cartersville.

Sec. 12-138. Definitions.

The following words and phrases when used in this Article shall have the definitions respectively ascribed to them in this Article.

All-Terrain Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(3).

Bicycle shall have the same definition as set forth in O.C.G.A. § 40-1-1(6).

Dealer shall have the same definition as set forth in O.C.G.A. § 40-1-1(11).

Electric personal assistive mobility device (EPAMD) shall have the same definition as set forth in O.C.G.A. § 40-1-1(15.6).

Gross Weight means the unladen weight of the vehicle plus the weight of any load thereon.

Low-Speed Vehicle (LSV) shall have the same definition as set forth in O.C.G.A. § 40-1-1(25.1).

Moped shall have the same definition as set forth in O.C.G.A. § 40-1-1(28).

Motorized Cart shall have the same definition as set forth in O.C.G.A. § 40-1-1(32).

Motor Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(33).

Pedestrian shall have the same definition as set forth in O.C.G.A. § 40-1-1(42).

Personal Transportation Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(43.1).

Public Road means the entire width between the boundary lines of every right-of-way or place open to the use of the public for purposes of vehicular travel within the boundaries of the City of Cartersville, including streets and alleys.

Sidewalk means that portion of public property of a street between the curb lines, or the lateral lines of a railway, and the adjacent property lines, intended for use only by pedestrians.

Recreation Path means a right-of-way adjacent to motor vehicle travel lanes or other portion of public property of a street between the curb lines, or the later lines of a railway, and the adjacent property lines, or in any other designated public right-of-way or public property designated as a Recreation Path.

Unladen Weight means the weight of a vehicle without load as per the manufacturer's specifications for such vehicle.

Valid Motor Vehicle Driver's License means any current and valid certificate issued by the state, other state of the United States of America, or international agency which permits persons to operate motor vehicles on the public roads of the state.

Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(75).

Sec. 12-139. Nomenclature.

Any personal transportation vehicle, as defined by this Article, which also qualifies as a motorized cart, as defined by this Article, shall only be considered a motorized cart under this Article and be subject only to the requirements, including registration, equipment, and inspections for motorized carts under this Article.

Sec. 12-140. Motorized Cart Registration.

- (a) A fee of \$15.00 to register each and every motorized cart for use on public roads will be charged by the City of Cartersville to cover the costs of implementing and maintaining this Article. It shall be the duty of every owner of a motorized cart that is operated on public roads, rights-of-way or other public property in the jurisdiction of the City of Cartersville to register the motorized cart with the city within ten (10) business days of the date of purchase. Registration is valid for one (1) year from date of issue and is required to be renewed annually.
- (b) Registration with the City of Cartersville shall include a record of the model, make, any vehicle identification number or serial number on such motorized cart,

the name and address of the owner, a contact phone number, and any other such information as the city shall require, all of which shall be maintained by the Police Department of the city.

- (c) Upon registration with the City of Cartersville each motorized cart shall be issued a license decal from the city signifying such registration. The decals must be affixed to the driver's side of the motorized cart in such a manner as to be visible at all times and shall remain permanently with such motorized cart unless the motorized cart is sold or the license is destroyed.
- (d) The failure to have a current registration license decal affixed to a motorized cart for use on public roads, rights-of-way or other public property in the City of Cartersville shall be a violation of this Article and subject the owner of such motorized cart to the penalties set forth in Section 12-152.
- (e) If the motorized cart for use on public roads, rights-of-way or other public property is not registered with the city within ten (10) business days of purchase it shall be considered and unregistered motorized cart and subject the owner of such motorized cart to penalties set forth in Section 12-152. Furthermore, any motorized cart for use on public roads not registered within ten (10) business days of purchase shall be assessed a late registration fee of \$15.00.
- (f) The decal issued by the city shall be non-transferrable from the motorized cart for which it was obtained.
- (g) Upon transfer of the motorized cart to the ownership of another person, the registration must be transferred to the new owner within ten (10) business days of the change in ownership at a cost of \$15.00. If the registration is not transferred within ten (10) business days it shall be considered and unregistered motorized cart and subject the owner of such motorized cart to penalties set forth in Section 12-152. Furthermore, any motorized cart for use on public roads not registered within ten (10) business days of purchase shall be assessed a late registration fee of \$15.00.
- (h) Motorized cart dealers and distributors, along with other commercial establishments, may rent motorized carts to the public for use on designated public roads, rights-of-way or other public property. Each such establishment renting motorized carts shall be required to register each such motorized cart in accordance with this section and shall maintain a written record of each person who rents each cart. Renters shall be required to furnish positive identification, shall be provided a copy of this Article to read, and must be at least sixteen (16) years of age. The registration fee and transfer fees and regulations, along with all licensing and operation regulations shall be consistent with the provisions of this Article as pertains to motorized carts.

- (i) Only those persons sixteen (16) years of age and older may register a motorized cart. Motorized cart registration may be in one person's name only, and the registration form must be signed by that person.
- (j) Any owner or operator registering a motorized cart with the city agrees to abide by all of the requirements of state law and this code. By registering a motorized cart with the city, the owner or operator verifies that the vehicle qualifies to be classified as such under state law and this code.
- (k) The City Council may, at its discretion, and by resolution, waive registration requirements for special events of a limited duration to which out-of-city residents may bring motorized carts as participants. Such special events shall last no longer than seven calendar days.

Sec. 12-141. Personal Transportation Vehicle Equipment and Inspections.

- (a) All personal transportation vehicles which do not also qualify as motorized carts shall comply with all applicable provisions of 40-6-330.1, specifically and in general Chapter 8, Title 40 of the Official Code of Georgia Annotated.

Sec. 12-142. Personal Transportation and Low-Speed Vehicle Registration.

- (a) Any personal transportation vehicle which does not also qualify as a motorized cart, low-speed vehicle, or other motor vehicle required to be registered by Georgia law shall register such motor vehicle with the State of Georgia, as required by law, before being allowed to operate within the boundaries of the City of Cartersville.
- (b) Only registered personal transportation vehicles and low-speed vehicles may be operated on designated public property within the boundaries of the city, subject to limitations provided in this Article.

Sec. 12-143. Motorized Cart Operation Regulations.

- (a) Motorized carts may only be driven on designated public roads, rights-of-way or other public property of the city.
 - (1) The designated public roads shall include all public roads within the jurisdiction of the city which have a speed limit of twenty-five (25 miles per hour or less and are designated as a local street by the City of Cartersville Street Classification Map or on other public roads as the Mayor and City Council shall approve.

- (2) Designated rights-of-way or other public property includes all public rights-of-way and public property of the city except public property excluded by this Article, by this subsection, or by state law, and does not include the following: Recreation Paths.
 - (b) Motorized carts shall not be operated on sidewalks at any time.
 - (c) No person shall operate a motorized cart on a public road of the City of Cartersville unless that road is designated for motorized cart use by this Article and appropriate signs giving notice are posted along the public road. The city shall post appropriate signs directing motorized carts and other explicitly allowed vehicles to cross only at designated crossings.
 - (d) No motorized cart may cross any street, road or highway which is part of the state highway system unless such crossing is made at a crossing or intersection designated for that purpose by the Department of Transportation.
 - (e) Motorized carts may cross streets, roads and highways which are part of the City of Cartersville street system and used by other types of vehicles only at crossings or intersections designated for that purpose by the city.
- The city council may designate such crossings or intersections from time to time by resolution.
- (f) Motorized carts may only be operated on public roads, rights-of-way or other public property which are part of the City of Cartersville street system during daylight hours unless the motorized cart complies with equipment regulations which may be promulgated by the Commissioner of Public Safety of the State of Georgia.
 - (g) Motorized cart owners shall maintain their motorized carts in a manner which ensures that an unobstructed view from the driver's seat to the rear is maintained at all times the motorized cart is in operation on public roads.
 - (h) The maximum occupancy of a motorized cart traveling on public roads, sidewalks, paths, rights-of-way or other public property shall be one person per designated seat.
 - (i) All operators of motorized carts shall abide by all traffic regulations applicable to vehicular traffic when using the designated public roads, rights-of-way or other public property of the city.

Sec. 12-144. Personal Transportation Vehicle, Low- Speed Vehicle and All-Terrain Vehicle Operation Regulations.

- (a) Personal transportation vehicles which are not also motorized carts may only be driven on designated rights-of-way or other public property of the city.
 - (1) Designated rights-of-way or other public property includes all public rights-of-way and public property of the city except public property excluded by this Article, by this subsection, or by state law, and does not include the following: Recreation Paths.
- (b) Only personal transportation vehicles which also qualify as a motorized cart may be operated on the public roads within the territorial boundaries of the city. Such personal transportation vehicles must comply with all of the requirements for motorized carts under state law and this Article.
- (c) Personal transportation vehicles and low-speed vehicles shall not be operated on sidewalks at any time.
- (d) Personal transportation vehicles which do not also qualify as motorized carts may only be operated on designated rights-of-way within the boundaries of the city and may only cross public roads which are part of the City of Cartersville street system at Department of Transportation designated crossings of the state highway system.
- (e) All operators shall abide by all traffic regulations applicable to vehicular traffic when using the designated public roads, sidewalks, paths, rights-of-way or other property accessible to the public in the city. Where paths exist for personal transportation vehicles they must be used in preference to parallel roads with the exclusion of privately held paths.
- (f) Any low-speed vehicle being operated on the highways of the state, including city roads and rights of way, shall display an amber strobe light which shall be visible under normal atmospheric conditions from a distance of 500 feet from the front and rear of such vehicle
- (g) No low-speed vehicle shall be permitted to operate on any public road within the territorial boundaries of the city where the posted speed limit exceeds 35 miles per hour. Except as prohibited by law, low-speed vehicles shall be permitted to cross over streets of which the posted speed limit exceeds 35 miles per hour as long as the low-speed vehicle is traveling from one street with a posted speed limit of 35 miles per hour or less to another street with a posted speed limit of 35 miles per hour or less.

- (h) No all-terrain vehicle shall be permitted to operate on any public roads, sidewalks, rights-of-way or other public property of the city. Violations will be prosecuted under the Code of Georgia, Title 40, Chapter 7, pertaining to “off-road vehicles”.

Sec. 12-145. Gasoline-Powered Motorized Carts and Personal Transportation Vehicles.

- (a) Every gasoline-powered motorized cart and personal transportation vehicle shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
 - (1) The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
 - (2) The exhaust system in its own shall be securely fastened, including the consideration of missing or broken brackets or hangers.
 - (3) The engine and power mechanism of every gasoline-powered motorized cart or personal transportation vehicle shall be so equipped, adjusted, and tuned, as to prevent the escape of excessive smoke or fumes.
- (b) It shall be unlawful for the owner of any gasoline-powered motorized cart or personal transportation vehicle to operate or permit the operation of such gasoline-powered motorized cart or personal transportation vehicle on which any device controlling or abating atmospheric conditions, which is placed on the gasoline-powered motorized cart or personal transportation vehicle by the manufacturer, to render the device unserviceable by removal, alteration, or other interference with its operation.
- (c) All gasoline-powered motorized carts or personal transportation vehicles shall be maintained in working order and kept in good condition and shall be subject to inspection by city officials at reasonable times and intervals.
- (d) All gasoline-powered motorized carts or personal transportation vehicles shall be maintained in such condition so that they are incapable of "backfiring", or otherwise operating so as to make loud noises; or create noise as a result of an operators equipping the gasoline-powered motorized cart or personal transportation vehicle with a certain device.

Sec. 12-146. Motorized Cart Operator Licensing Regulations.

- (a) Those persons possessing a valid motor vehicle driver's license issued by the state, other state of the United States of America, or international agency which permits such person to operate a motor vehicle on the highways of the state may

operate and drive a motorized cart on designated public roads, rights-of-way or other permitted public property of the city.

- (b) Those persons who are sixteen (16) years of age or older but do not hold a valid motor vehicle driver's license may drive a motorized cart on the on designated public roads, rights-of-way or other public property of the city if they are accompanied by a person at least eighteen (18) years of age who holds a valid motor vehicle driver's license.
- (c) No person under the age of sixteen (16) years shall be permitted to operate a motorized cart on designated public roads, rights-of-way or other public property of the city.
- (d) Those persons who are eighteen (18) years of age and older, possessing a valid photo identification card indicating their age may drive a motorized cart on designated public roads, rights-of-way or other public property of the city without possessing a valid motor vehicle driver's license.

Sec. 12-147. Personal Transportation and Low-Speed Vehicle Operator Licensing Regulations.

Only those persons possessing a valid motor vehicle driver's license issued by the state, other state of the United States of America, or international agency which permits such person to operate a motor vehicle on the public roads of the state may operate a personal transportation vehicle which does not also qualify as a motorized cart or low-speed vehicle on the public roads within the territorial boundaries of the city.

Sec. 12-148. Recreation Path Users – Authorized.

Authorized users of recreation paths are as follows:

- (a) Pedestrians;
- (b) Non-motorized vehicles;
- (c) Roller skates, roller blades, non-powered scooters and skateboarders (daylight only);
- (d) Emergency and authorized maintenance vehicles;
- (e) Bicycles;
- (f) Wheelchairs; and

(g) Any handicapped transportation as authorized by the Parks and Recreation Director.

Sec. 12-149. Recreation Path Users – Prohibited.

- (a) Automobiles and trucks (except authorized emergency and maintenance vehicles);
- (b) Motorcycles;
- (c) Motorized Bicycles;
- (d) Mopeds;
- (e) Horses;
- (f) Go-carts;
- (g) Motorized carts;
- (h) Personal transportation vehicles;
- (i) Motorized scooters;
- (j) Low-speed vehicles; and
- (k) All-terrain vehicles.

Sec. 12-150. Insurance.

- (a) The owner or operator of a motorized cart is liable for his or her own actions. Any person who operates or owns a motorized cart is responsible for procuring liability insurance and verifying coverage in terms enough to cover risk involved in using such motorized cart on designated public roads, rights-of-way or other public property of the city.
- (b) The owner or operator of a personal transportation vehicle which does not also qualify as a motorized cart shall keep proof or evidence of required minimum insurance coverage in the personal transportation vehicle at all times during the operation of the motor vehicle as required by state law.
- (c) The owner or operator of a low speed vehicle shall keep proof or evidence of required minimum insurance coverage in the low speed vehicle at all times during the operation of the motor vehicle as required by state law.

Sec. 12-151. Hazardous Activities and Special Rules.

- (a) Blocking of public access to any public roads, sidewalks, recreation paths, rights-of-way or other public property of the city shall be prohibited, except for permitted events.
- (b) Persons crossing recreation paths should always give due consideration and reasonable right of way to other users of the recreation path to ensure safe passage for all parties.
- (c) A warning or announcement shall be given by persons crossing recreation paths when approaching slower moving parties from the rear. The warning or announcement may be verbal, but it is recommended that users operating vehicles utilize an audible warning device, such as a horn or bell.
- (d) All operators and passengers of motorized carts, low-speed vehicles, personal transportation vehicles, and other motor vehicles shall remain seated at all times during the operation of motor vehicle.

Sec. 12-152. Penalties.

- (a) Any person who violates the terms of this Article shall be cited to appear before the municipal court or other court of appropriate jurisdiction and, upon conviction, punished as provided in the Code of Ordinance of the City of Cartersville, Georgia.
- (b) In addition to enforcing sanctions against the operator, any violation of this Article shall be charged against the registered owner of the vehicle, and all fines and penalties shall be levied against the registered owner of the vehicle as follows:
 - (1) For the first offense, a fine of not to exceed \$100.00;
 - (2) For the second offense committed within one year of conviction for a first offense, a fine of not to exceed \$250.00; and
 - (3) For a third offense committed within one year of conviction for a second offense for a vehicle, a fine of not to exceed \$1,000.00, and if a motorized cart the registered owner's motorized cart city registration shall be revoked. The registered owner cannot thereafter register a motorized cart for use in the city for a period of two years following the third conviction. Additionally, such person shall be prohibited from operating a motorized

cart or personal transportation vehicle on the public roads, rights-of-way, or other public property for a period of two years.

- (c) Any violation by an operator of a low-speed vehicle shall be charged against the operator according to the provisions of Title 40 of the Official Code of Georgia and this Code. Any violation by an owner of a low-speed vehicle shall be charged against the owner according to the provisions of Title 40 of the Official Code of Georgia and this Code.
- (d) Any violation by and operator of a personal transportation vehicle, EPAMD, or other motor vehicle may be charged against the operator according to this Code or according to the provisions of Title 40 of the Official Code of Georgia.

2.

Article VI---X. Reserved

SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FOUR

This ordinance shall become effective immediately upon its adoption by the City Council.

First Reading:_____

Second Reading:_____

BE IT AND IT IS HEREBY ORDAINED

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
Sale of Fire Station Property to Village Hill

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	The City has redesigned its site plan for the new fire station at 15 Charley Harper Drive. The 0.0832 acres shown on Exhibit A is not needed and is being sold to the abutting property owner. It has been valued at \$18,559.00 and upon approval from Mayor and City Council, is to be sold to Village Hill Eckstein, LLC.
City Manager's Remarks:	This is the first reading. Your approval of the sale of the fire station property to Village Hill Eckstein, LLC is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE: _____

WHEREAS, the City of Cartersville has constructed a new fire station at 15 Charley Harper Drive; and

WHEREAS, because of the development on adjacent properties, the City of Cartersville redesigned its site plan for a more functional and secure layout; and

WHEREAS, as a result of said revision, there is approximately 0.0832 acres of land being indicated as Lot 6A on the survey attached hereto as Exhibit “A” out of the City of Cartersville’s 1.49 acres that is not needed for the fire station site and has no future viability or use to the City of Cartersville; and

WHEREAS, pursuant to O.C.G.A. § 36-37-6(g), the Mayor and City Council declare that the 0.0832 acres referenced above and indicated as Lot 6A on Exhibit “A” is a narrow strip of land, so shaped and small as to be incapable of being used independently as zoned or under applicable subdivision or other development ordinances, or as streets, whether owned in fee simple or used by easement; and

WHEREAS, pursuant to O.C.G.A. § 36-37-6(g), the Mayor and City Council have determined that it is in the best interest of the City and its inhabitants, to sell the property to the abutting property owner and has determined that its value to be \$18,559.00.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

that the 0.0832 acres as indicated on Exhibit “A” is to be sold to Village Hill Eckstein, LLC, for the sum of \$18,559.00, pursuant to O.C.G.A. § 36-37-6(g).

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of October, 2019.

First Reading _____
Second Reading _____

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

EXHIBIT "A"

(ORDINANCE - SALE OF 0.0832 ACRES TO VILLAGE HILL)

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

* SOUTHLAND ENGINEERING * SOUTHLAND ENGINEERING *

Conformity Statement

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

KEVIN COONEY - GA PLS 2980

7/24/19

SOUTHLAND ENGINEERING

CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

LEASE AREA EXHIBIT FOR:
VILLAGE HILL ECKSTEIN, LLC
LOCATED IN LAND LOT 593
4th DISTRICT, 3rd SECTION
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

DATE: JULY 24, 2019

REV:

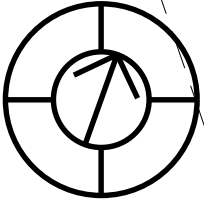
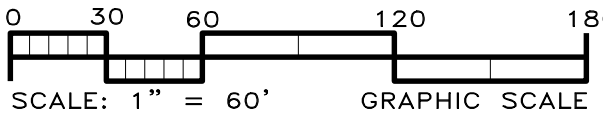
JOB NO:18163

DATE OF FIELDWORK: DECEMBER 13, 2017

DRAWN BY: KNC

CHECKED BY: KNC

APPROVED BY: KNC



NORTH
GRID NORTH
GA WEST ZONE

N/F
VILLAGE HILL ECKSTEIN, LLC
DB:2968; PG:943
TAX PARCEL:
CO22-0004-003

N/F
VILLAGE HILL ECKSTEIN, LLC
DB:2867; PG:57
TAX PARCEL:
CO22-0004-024

N/F
VILLAGE HILL ECKSTEIN, LLC
DB:2866; PG:791
TAX PARCEL:
CO22-0004-012

LEASE AREA 6
1.737 ACRES

N/F
VILLAGE HILL ECKSTEIN, LLC
DB:2968; PG:943
PART OF TAX PARCEL:
CO22-0004-003

LOT AREA 6A
0.0832 ACRES

N/F
CITY OF CARTERSVILLE
DB:2239; PG:965

PART OF TAX PARCEL:
CO22-0004-029

N/F
CITY OF CARTERSVILLE
DB:2239; PG:965

TAX PARCEL:
CO22-0004-029

N/F
DEWEY SEYMOUR
DB:495; PG:48
TAX PARCEL:
CO22-0004-007

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°26'44"W	77.00
L2	S09°47'47"E	97.65
L3	S66°31'17"W	17.85
L4	S67°56'36"W	77.86
L5	N21°30'44"W	80.70
L6	S32°38'22"E	100.06
L7	S64°14'54"E	49.14
L8	N22°09'54"E	120.57

CURVE TABLE				
CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	76.77	342.00	S57°49'03"E	76.61
C2	177.80	220.00	S41°05'45"E	173.00
C3	154.01	220.00	N02°06'39"E	150.88
C4	117.26	230.00	N07°33'33"E	116.00
C5	19.28	28.69	N12°12'08"E	18.92

Recording Statement

THIS PLAT MEETS THE REQUIREMENTS OF THE CARTERSVILLE ZONING ORDINANCE AND DEVELOPMENT REGULATIONS AND IS AUTHORIZED TO BE RECORDED.

SIGNATURE

DATE

General Notes

- ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 36,006 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN 73,667 FEET.
- EQUIPMENT USED: TOPCON 3005W, TOTAL STATION, WITH DATA COLLECTOR.
- RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.

	= IRON PIN FOUND		= DOUBLE WING CATCH BASIN		= GAS VALVE		= SEWER MANHOLE		= POWER POLE
	= CONCRETE MONUMENT FOUND		= SINGLE WING CATCH BASIN		= GAS METER		= CLEAN OUT		= GUY WIRE
	= IRON PIN PLACED		= JUNCTION BOX		= TELEPHONE MANHOLE		= WATER VALVE		= ELECTRIC METER
	= BENCHMARK		= CURB INLET		= ELECTRIC MANHOLE		= WATER METER		= TRANSFORMER
	= PHOTO REFERENCE		= YARD INLET		= TELEPHONE PEDESTAL		= FIRE HYDRANT		= LIGHT POLE
	= EXCEPTIONS		= DROP INLET		= SIGN		= IRRIGATION CONTROL VALVE		= FLOW ARROW
	= PARKING BOLLARD		= HEADWALL				= WELL		= MAILBOX
	= STORM PIPE		= OVERHEAD POWER		= WATER LINE		= COMMUNICATION LINE		
	= SEWER PIPE		= FENCE LINE		= GAS LINE		= UNDERGROUND POWER		



City of Cartersville

City Council Meeting

10/3/2019 7:00:00 PM

WTP Filters 1 – 3 & 7 Rehabilitation Project Change Order No. 1

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	On December 6, 2018, Council approved the Water Treatment Plant (WTP) Filters 1-3 & 7 Rehabilitation Project. Heavy Constructors, Inc. (HCI) was the low bid for the project at \$928,000 and work began in February 2019. Filter Number 1 is complete and is in service. Work is beginning on Filter Number 2 currently. In the approved contract, there is a \$50,000 contingency to be used with Water Department approval. Changes to the project are as follows: <u>Item 1</u> : To date, two (2) 20-inch and two (2) 14-inch butterfly valves have required replacement in order to facilitate work on Filters 1 and 2. These valves leaked at rates that prevented a dry work area for required concrete work. The total cost of replacing the valves is \$53,025.00. <u>Item 2</u>: Prior to starting this project, I had asked Wiedeman and Singleton Engineers (WSE), our design-engineering firm for WTP projects, to look at how a mezzanine platform could be constructed in our existing pipe gallery. The pipe gallery is a maze of pipes, valves, water quality meters and control wiring which requires ongoing maintenance as well as access during our filter projects. To access these areas requires a combination of both creative and questionable ladder and improvised platform use as well as exceptional balance when standing on wet pipes. WSE prepared plans and an estimated cost of \$281,875 to install the needed platforms. To check their estimate, they asked HCI to prepare an estimate of their cost to install the platforms. HCI submitted a proposal to install the platforms for \$197,338 which is a savings of \$84,537 compared to the WSE estimate. WSE prepared their estimate from similar work at a water treatment plant which was competitively bid in the last year (see attached WSE letter dated September 17, 2019). I recommend approval of this change order in the amount of \$250,363. This project is a budgeted item. The project will remain under budget even with the addition of this amount. Item # 9

Cover Memo

City Manager's Remarks:	This change order will allow for two things; the replacement of leaking valves so work can continue on Filters 1 and 2 at the WTP and the creation of a mezzanine platform in the pipe gallery to allow for easier access to the gallery as well as workability on the pipes. Your approval of the change order for \$250,363 is recommended.
Financial/Budget Certification:	All expenses related to this project will run through account 505.3310.54.1317.
Legal:	
Associated Information:	

CONTRACT MODIFICATIONOwner: CITY OF CATERSVILLE, GEORGIAContractor: HEAVY CONSTRUCTORS, INC.Change Order No. 1Date: SEPTEMBER 25, 2019Project: WATER TREATMENT PLANT FILTERS REHABILITATION (FILTERS 1, 2, 3, AND 7)W&S Project No.: 027-16-120Owners Project No.: 505.3310.54.1317Council Approval Date.: December 6, 2018

Description of Changes:

1. To replace four (4) valves in the pipe gallery that are known to be leaking. The valves to be replaced include two (2) 20" backwash valves at Filters #2 and #6, and two (2) 14" effluent control valves at Filters #7 and #8. See attached PCO #01 provided by the Contractor.
Total cost increase = \$ 53,025.00
2. To furnish and install permanent mezzanine access platforms. This will allow plant staff and contractors to safely access the valve operators without using temporary ladders or scaffolding in areas that are awkward to reach. This access will substantially speed troubleshooting of control systems issues and the installation of future control systems. See attached PCO #03 provided by the Contractor.
Total cost increase = \$ 197,338.00

Additional days added to the contract 120 Calendar Days. Completion date is June 3, 2020.

	<u>Total Contract Cost</u>
Original Contract Amount	\$ 928,000.00
Change Order # 1, Total net Add	\$ <u>250,363.00</u>
Revised Final Contract Amount	\$ 1,178,363.00

This Change is Acceptable To: HEAVY CONSTRUCTORS, INC., Contractor

Signed:  S. Ruble Title PM Date: 9-25-19

Approval of Change Requested By: CITY OF CARTERSVILLE, GEORGIA, Owner

Signed:  Digitally signed by
AHMED ANNAÏM
Date: 2019.09.26
04:29:03-04'00' Title Project Manager Date: 9/26/2019

Recommended By: WIEDEMAN AND SINGLETON, INC., Engineer

Signed: _____ Title _____ Date: _____ Item # 9

WIEDEMAN AND SINGLETON, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730
WWW.WIEDEMAN.COM

September 17, 2019

Mr. Bob Jones
Director – Cartersville Water Department
City of Cartersville, GA
P.O. Box 1390
Cartersville, GA 30120

RE: Water Treatment Plant
Mezzanine Platform
Filters 1, 2, 3 & 7 Rehab Project
027-16-120

Dear Bob:

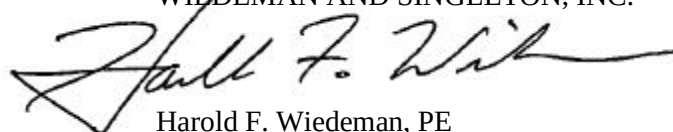
In order to reasonably work on the valves at the plant, construction of a permanent mezzanine platform to access those valves is recommended. This will allow your staff and contractors to safely access the valve operators without using temporary ladders or scaffolding in areas that are awkward to reach. This access will substantially speed troubleshooting of control systems issues and the installation of future control systems by eliminating the time involved in repositioning and setting up ladders or installing scaffolding. In an emergency, the platform can be used to operate the filter plant valves in the event of a complete control systems failure.

Mezzanine platform drawings were prepared and based on those drawings; it was our opinion that the cost of the platform would be \$281,875 based on similar work at a water plant which was publicly bid last year. We forwarded the mezzanine drawings to Heavy Construction, who is currently working in the plant, in the hopes that their savings in overhead and familiarity with the pipe gallery would provide the City with a less costly alternative. Their proposal for the work was \$197,338. We recommend a change order to Heavy Construction for this amount.

We have attached the proposal from Heavy Construction. Please feel free to call me at anytime to discuss the matter further.

Sincerely,

WIEDEMAN AND SINGLETON, INC.



Harold F. Wiedeman, PE

cc: Ahmed An-Naim

Project: Cartersville Filter Rehab									Trade	Qty	Rate	Total
PCO#:		003							Foreman	1	48.72	48.72
Structure:		Filter BLDG							Operator	1	34.80	34.80
Description:		pipe gallery access platforms			Carp/Mec	1			33.96	33.96		
					Labor	2			20.88	41.76		
					Crew Cost	Total	5		31.85			
DESCRIPTION	QTY	UM	LABOR			MATERIAL		SUB'S		EQUIPMENT		TOTAL
			MH/U	MH'S	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
				0.00	\$0.00		\$0		\$0.00		\$0.00	\$0
SUBTOTALS					\$55,912.37		\$102,637		\$2,800.00		\$2,400.00	\$163,749
Markup 15%/5% per 00 72 14					15%		15%		5%		15%	
Markup Subtotal Only					\$8,386.86		\$15,396		\$140.00		\$360.00	\$24,282
Subtotals w/ Markup					\$64,299.23		\$118,033		\$2,940.00		\$2,760.00	
7% Sales Tax BEFORE MARKUP							\$0				7%	
Sales Tax Subtotal Only							\$7,185				\$168.00	\$7,353
Subtotals w/ Tax					\$64,299.23		\$125,217		\$2,940.00		\$2,928.00	
Bond 1%					1%		1%		1%		1%	
Bond Subtotal Only					\$642.99		\$1,252		\$29.40		\$29.28	\$1,954
GRAND TOTALS					\$64,942.22		\$126,469		\$2,969.40		\$2,957.28	\$197,338



City of Cartersville

**City Council Meeting
10/3/2019 7:00:00 PM
Community Rating System Annual Recertification**

SubCategory:	Certification
Department Name:	Public Works
Department Summary Recommendation:	The City of Cartersville continues to participate in the Community Rating System in order to qualify for reduced flood insurance rates from the National Flood Insurance Program for properties within the city limits. We are requesting the mayor's signature to the attached annual recertification application with CRS to continue participation in this ongoing program.
City Manager's Remarks:	We participate in the Community Rating System in order to qualify for reduced flood insurance rates from the National Flood Insurance Program for properties within the city limits. Your approval of the Mayor's signature on the annual recertification application is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Community Cartersville, City of State GA CID 130209
 (6-digit NFIP Community Identification Number)

CC-213 Recertification

Date October 15, 2019

Chief Executive Officer

CRS Coordinator

Name The Honorable Matthew J. Santini

Wade Wilson, PE

Title Mayor

City Engineer

Address 330 South Erwin St.
P.O. Box 1390
Cartersville, GA 30120

330 South Erwin St.
P.O. Box 1390
Cartersville, GA 30120

Phone number 770-387-5616

(770) 387-5602

E-mail address cartersvillemayor@yahoo.com

wwilson@cityofcartersville.org

I hereby certify that City of Cartersville [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature _____ (Chief Executive Officer)

CC-213-1

Item # 10

Community Cartersville, City of State GA CID 130209
 County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual. If the word "attached" is used you must provide documentation material for that activity. If no material has been acquired for that activity please explain why there is no material from the past year.

_____ 310 EC: We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.

_____ 310 EC: Attached is the permit list for new or substantially improved structures that have been completed in the last year.

_____ 310 EC: Attached are the Elevation Certificates for new or substantially improved structures that have been completed in the last year that are included on the above permit list.

_____ 310 EC: We continue to make copies of Elevation Certificates on newer properties available at our present office location.

_____ 320 MI 1: We are providing basic flood information to inquirers.

we also continue to provide the following to inquirers

MI 2 additional FIRM information

MI 3 problems not shown on the FIRM

MI 4 flood depth data

_____ 320 MI: Attached is a copy of the publicity for the credited elements of this service this year.

_____ 320 MI: Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.

_____ 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

_____ 330 OP: Attached are copies of all outreach projects conducted this year.

_____ 340: People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.

_____ 350 WEB: We continue to conduct an annual review and update of the information

Item # 10

Community Cartersville, City of State GA CID 130209
 County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

and links in our flood protection website.

- ___ 420 OSP: We continue to preserve our open space in the floodplain.
- ___ 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.
- ___ 430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit. [] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.
- ___ 430 RA-1: We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses.
- ___ 450 SMR: We continue to enforce the stormwater management and low impact development provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. [] Initial here if you have amended your stormwater management regulations. Attach a copy of the amendment.
- ___ 450 ESC/WQ: We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.
- ___ 502 RL: We currently have ___ repetitive loss properties and send our notice to ___ properties in the repetitive loss areas.
- ___ 502 RL: Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.

NOTE: Please do not mail or ship packages that need a signature.

Additional Comments:

Attachments:



City of Cartersville

**City Council Meeting
10/3/2019 7:00:00 PM
Douthit Ferry MPO Funding Request**

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	The MPO has discussed previously that federal funding can be put in place to finance the Right-of-Way and Utility coordination phases of the Douthit Ferry project (see attached draft budget for the LRTP). As the MPO lays out the projects to be included in the next four years during the transportation planning process, they are proposing to show a balanced, constrained budget for federal funds that includes this work on Douthit Ferry. The use of federal funds would reduce the local costs now shown on these two phases down to \$4,662,273. This is an opportunity to see significant savings to the local government. We are seeking permission for the Mayor to sign the letter to GDOT that has been requested by the MPO in order to ask for these funds. Your approval is recommended.
City Manager's Remarks:	Your approval of the Mayor signing the letter to GDOT in order to seek additional funding for Douthit Ferry is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

O F F I C E O F T H E M A Y O R

October 3, 2019

Commissioner Russell McMurry
c/o Paul Tanner
Georgia Department of Transportation
Office of Planning
600 W. Peachtree Street NW, 5th Floor
Atlanta, GA 30308

RE: Douthit Ferry Road project, PI# 0007494

Dear Sir:

The City of Cartersville appreciates the assistance of the Department to achieve the widening of this north-south route within the community. The MPO recommended that we ask the Department to allocate federal funds to the ROW and Utility phases. The City commits to provide the 20% matching funds needed to complete these two phases.

The Cartersville-Bartow MPO is developing an update to the existing LRTP/TIP. Based upon past funding history, they can demonstrate that sufficient federal funds are available to fund the ROW and Utility phases of the project within the next four years and remain fiscally constrained.

We would appreciate your favorable consideration of this funding request.

Sincerely,

Matthew J. Santini



"Providing dependable service while preserving an exceptional quality of life."

P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120
Telephone: 770-387-5684 • Fax: 770-386-5841 • www.cityofcartersville.org



Item # 11

CBMPO 2020-2050 LRTP - Funding Summary - FEDERAL-AID ONLY
9/3/2019

			Transportation Improvement Program (TIP)					Long-Range Transportation Plan (LRTP)					Aspirations
			2020	2021	2022	2023	TIP Total	2020-2023	2024-2030	2031-2040	2041-2050	LRTP Total	
Proposed Project Costs													
Federal	-		69,359,617	6,225,233	4,920,000	15,353,859	95,858,709	95,858,709	64,380,049	119,919,677	60,372,485	340,530,919	347,681,117
Available Funding													
Federal			69,359,617	10,100,000	10,201,000	10,303,010	99,963,627	99,963,627	75,064,337	116,723,594	128,935,464	420,687,021	
Funding Excess / (Shortfall)													
Federal			-	3,874,767	5,281,000	(5,050,849)	4,104,918	4,104,918	10,684,288	(3,196,083)	68,562,979	80,156,102	
Project #	P.I. #	Project Name	Sponsor										
Summary by Project			69,359,617	6,225,233	4,920,000	15,353,859	95,858,709	95,858,709	64,380,049	119,919,677	60,372,485	340,530,919	
CB-105	-	SR 293/Cassville Rd RR Underpass	Bartow Co	-	-	-	-	-	-	11,440,000	-	11,440,000	-
CB-108A	0015534	SR 3/US 41 NB @ SR 293 Bridge in Emer	GDOT	-	200,000	2,360,000	-	2,560,000	2,560,000	-	-	2,560,000	-
CB-108B	0015535	SR 3/US 41 SB @ SR 293 Bridge in Emer	GDOT	-	200,000	2,360,000	-	2,560,000	2,560,000	-	-	2,560,000	-
CB-109	0013296	I-75 @ CR 630/Cassville-White Road	GDOT	-	-	-	-	-	-	-	-	-	-
CB-407	-	SR 61/Tennessee St Corridor Improvem	Cartersville	-	-	-	-	-	-	4,480,000	-	4,480,000	-
CB-413	0016628	Grassdale Road from SR 293 to SR 3/SR	Cartersville	-	-	-	-	-	-	-	-	-	-
CB-426	-	US 411 Safety Improvement Corridor in	White	-	-	-	-	-	720,000	4,400,000	-	5,120,000	-
CB-504	621410-	Old Alabama Rd fm SR 113 to CR 699	Bartow Co	67,159,617	-	-	-	67,159,617	67,159,617	-	-	67,159,617	-
CB-507	0007836	SR 20 (Canton Highway) Widening from	GDOT	-	-	-	-	-	43,980,049	-	-	43,980,049	-
CB-508	0007494	Douthitt Ferry Road Widening from Old	Cartersville	-	3,645,233	-	15,003,859	18,649,092	18,649,092	-	-	18,649,092	-
CB-509	0015146	Paga Mine Rd Improvements from SR 29	Bartow Co	-	-	-	-	-	-	-	-	-	-
CB-510B	0015145	Cass-White Road Ph II Widening	Bartow Co	-	-	-	-	-	-	-	-	-	-
CB-510D	-	Cass-White Road Widening, Ph IV	Bartow Co	-	-	-	-	-	640,000	20,800,000	-	21,440,000	-
CB-512	0013238	Rome-Cartersville Development Corrido	GDOT	1,600,000	-	-	-	1,600,000	1,600,000	-	-	1,600,000	-
CB-524	-	Burnt Hickory Road	Bartow Co	-	-	-	-	-	-	51,200,000	-	51,200,000	-
T-901	-	Peoples Valley Rd	Bartow Co	-	-	-	-	-	-	-	-	-	-
T-902	-	Railroad crossing @ SR 293 / Tennessee	Bartow Co	-	-	-	-	-	-	-	-	-	7,360,000
T-904	-	SR 293 / Fite St / Cherokee Ave	Cartersville	-	-	-	-	-	-	-	-	-	-
T-905	-	Center Road Widening	Cartersville	-	-	-	-	-	-	-	-	-	-
T-906	-	Porter Street Extension to US 41	Cartersville	-	-	-	-	-	-	-	-	-	-
T-910	-	I-75 @ Cass-White Road Interchange Re	GDOT	-	-	-	-	-	-	-	-	-	19,040,000



City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
Wire2Wire Running LLC

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks & Rec Dept issued an RFP for Programming on June 24, 2019. Proposals were due on August 9, 2019. For running & running related programs, Wire2Wire Running was chosen as the program provider. They have a combined 47 years of running related programming experience. We believe they will provide a new outlet for both kids & adults to participate as the department expands the program offerings. Wire2Wire will give the City 25% of their gross revenue including all of the non-resident fees.
City Manager's Remarks:	This is an opportunity to provide running and track programs through Parks and Recreation. This helps us expand our current offerings and offer new programs. Your approval of the contract with Wire2Wire is recommended.
Financial/Budget Certification:	
Legal:	Document reviewed by City Attorney
Associated Information:	



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2019, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

WIRE2WIRE RUNNING, LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **RUNNING AND RUNNING RELATED PROGRAM SERVICES** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of 50% more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Parks and Recreation Agreement for Outside Providers

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

Parks and Recreation Agreement for Outside Providers

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0 **Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

Parks and Recreation Agreement for Outside Providers

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0 **Program Size Minimums:**

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0 **Compensation and Method of Payment**

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **25%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **75%** of such fees paid, exclusive of the non-resident surcharge. The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

Parks and Recreation Agreement for Outside Providers

ARTICLE 5.0 **Independent PROVIDER**

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0 **Insurance**

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Parks and Recreation Agreement for Outside Providers

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0

Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **September 6, 2020**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0 **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the operation and/or use of the ATV referenced on Exhibit A, and any accident or injuries related thereto.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0 **Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 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 PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

BY: Matt N. Terry Co-owner
NAME: MATT TERRY
TITLE: PRESIDENT
COMPANY: WIRE2WIRE RUNNING, LLC

[AFFIX CORPORATE SEAL]

David Mathews
Co-Owner

EXHIBIT "A"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program.

Name of Program: Wire2Wire Running LLC, City of Cartersville Running Program

Participant Ages: Ages 5 and Up (through Adults)

Day/s of the week program is offered: Multiple depending on event. Could be any weekday or weekend. (likely excluding Sundays.)

Time of Program: Multiple: Most events will happen during daytime hours in the Summer months with weekend morning events sprinkled throughout. Example: Camps will take place likely 8:00 AM – Noon, while most races will take place 8:00 AM – 10:00 AM with all various all-comers track meets taking place on a weekday during evening hours 6:00-8:00 PM.

Program Dates: Year-Round. Majority of events will take place between April – October.

Program Fee: Fees will vary depending on Event. Ex: Race Fees \$25 / All-Comers track meets \$5 per person, Camps TBD likely \$50-\$125 / Various other competitive events \$25-\$100 depending on size and scope of race.

Program Enrollment: Enrollment by event will vary. Expected Race-related events between 50-250 participants, Camp-related events between 20-75 participants, track related events between 20-100 participants.

Materials to be supplied by participants: Very little! Running shoes – and a water bottle to most all events.

Materials to be supplied by PROVIDER: W2W Running will provide all materials required to produce Road/Off-Road Races (i.e. timing equipment, finish/start-line equipment, etc.) as well as for managing various running camps and track meets.

Materials to be supplied by the City of Cartersville: The primary requirement for materials to be provided by the City of Cartersville Parks and Recreation is the priority use of the various facilities that can be utilized in support of the running program. This includes the use of Dellinger Park, Park Pavilions, as well as some exclusive use of the Dellinger Park Track (potentially for night-time runs / meets as well under the lights.) The use of the Sam Smith Park as well as the Pettit Creek Trail may also be required for various race and race-related activities. Additionally, part-time use of the City's Recreational Vehicle may be requested in order to help produce the various activities as often we are "on the go" between various locations along a race course / park while managing the event(s).

Additional Program Requirements: Social Media and Advertising support of the various running related programs as well as the utilization of the Dellinger Park office as a "drop off" point for youth, parents, adults registering for various events that may be taking place as a part of W2W produced events. W2W also reserves the right to potentially request additional support for specific events on an ad-hoc basis in the future.

PROVIDER ('s)Name: Wire2Wire Running, LLC (Matt Terry & David Matherne – Co-Owners)

Address: P.O. Box 4372

City/State/Zip Code: Cartersville, GA 30120

Phone Number: (Day) 678-575-0214 (Evening) 678-575-0214

(E-mail): matt@wire2wirerunning.com / david@wire2wirerunning.com (Fax): N/A

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate:\$_____ # of programs in Session:

Fee/Program:

\$_____



City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
Belle Femme Barre

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks & Rec Dept put out an RFP for Programming on June 24, 2019. Proposals were due on August 9, 2019. Our staff decided on Belle Femme Barre as the yoga program provider. They are a Cartersville company that has almost 20 years of yoga experience. They will provide a new outlet for both kids & adults to participate as the Dept. expands the program offerings. Belle Femme Barre will give the City 30% of their gross registration fees including all of the non-resident fees for programming in Parks facilities and 10% of their gross registration fees, including all of the non-resident fees for programming in Belle Femme Barre facilities.
City Manager's Remarks:	This is an opportunity to provide yoga classes through Parks and Recreation. This helps us expand our current offerings and offer new programs. Your approval of the contract with Belle Femme Barre is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2019, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

BELLE FEMME USA LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **YOGA CLASSES** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville, Belle Femme Barre - 700 Douthit Ferry Road #730, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of 50% more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Parks and Recreation Agreement for Outside Providers

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (Exhibit "A"). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

Parks and Recreation Agreement for Outside Providers

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0

Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

Parks and Recreation Agreement for Outside Providers

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0

Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0

Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **30%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **70%** of such fees paid, exclusive of the non-resident surcharge (for CITY programs that are run within Parks Facilities). The CITY shall be entitled to a commission consisting of **10%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **90%** of such fees paid, exclusive of the non-resident surcharge (for CITY programs that are run within the Belle Femme Barre Facility). The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

Parks and Recreation Agreement for Outside Providers

ARTICLE 5.0

Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0

Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Parks and Recreation Agreement for Outside Providers

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0

Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **September 6, 2020**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0 **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0

Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 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 PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

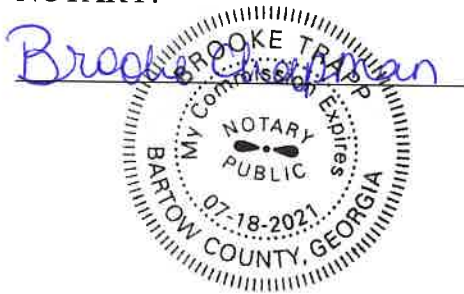
BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

BY: Dea L. D.
NAME: DESSIE DANIELL
TITLE: PRESIDENT
COMPANY: BELLE FEMME USA LLC

[AFFIX CORPORATE SEAL]





City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
Trees Unlimited Contract and Allocation

SubCategory:	Contracts/Agreements
Department Name:	Electric
Department Summary Recommendation:	The Electric Department uses a contractor annually to keep our lines trimmed and clear. Electric Cities of Georgia (ECG) bids out the Tree Trimming and Right-Of-Way clearing service contract and awards a three-year contract to the lowest, qualified bidder. The lowest bidder, Trees Unlimited, is located in Cave Springs, Georgia and has been doing work for Cartersville for a decade. The prior ECG contract ended last year with our FY18-19 budget. The current bid increase, from \$89.53 per span to \$93.24 per span, will be in place for the next three years if you choose to continue using them over that period. The Electric Department has budgeted \$98,900 in FY19-20 for Tree Trimming and Right-Of-Way Clearing, which is the same as last year's amount. The signed contract from Trees Unlimited is ready to be executed should you choose to do so. The Electric Department is recommending that council approve the execution of the Trees Unlimited contract to continue with their Tree Trimming and Right-Of-Way Clearing contract, and to approve the not-to-exceed amount of \$98,900 for FY19-20.
City Manager's Remarks:	Trees Unlimited has provided tree trimming services and right of way clearing for the electric department for several years. This is a three year contract and is budgeted by the department annually. Your approval with Trees Unlimited for continued tree trimming and right of way clearing is recommended for approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF CARTERSVILLE, GEORGIA, hereinafter referred to as "CITY" and W. E. HICKS, INC. d/b/a/ TREES UNLIMITED, a Georgia corporation existing under the laws of the State of Georgia, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to have right of way clearing and maintenance services performed on behalf of its Electric System,

WHEREAS, the Electric Cities of Georgia, of which the CITY is a member, has prepared a request for proposal, Instructions to Contractors, and General Conditions for Right of Way Clearing and Maintenance Services, attached hereto and incorporated herein as Exhibit "A".

WHEREAS, Electric Cities of Georgia, on behalf of its members, has solicited bids and proposals from various contractors on behalf of its members;

WHEREAS, based upon said proposals, the CITY has decided to employ as an independent contractor, the CONTRACTOR to perform the right of way clearing and maintenance outlined herein.

WHEREAS, CONTRACTOR has agreed to accept said work on the terms and conditions outlined herein.

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the CITY shall and does engage the services of CONTRACTOR to perform certain right of way clearing and maintenance.

I. CONTRACT TERMS

The contractual terms as outlined in the Request for Proposal, Instructions to Contractors and General Conditions of the ECG Contract and Agreement Specification and Proposal Forms, for Electric Right of Way clearing and maintenance services attached hereto as Exhibit "A", is hereby agreed to and adopted by reference, except as specifically stated herein. Specifically, Division I, II, III, IV and V, and addendums related thereto, their terms and conditions contained therein are hereby adopted and included herein. This is hereafter referred to as ECG CONTRACT.

II. SPECIFICATIONS

The Addendum to Specifications attached hereto as Exhibit "B" which are to be referred to as part of Division IV of the ECG CONTRACT as outlined therein.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows: (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) CONTRACTOR will, in all solicitations or advertisements for employees, qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin; (3) CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

IV. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as CITY may deem necessary, the CONTRACTOR shall make available to CITY and/or representatives of CITY for examination, all of its records with respect to all matters covered by the Agreement. It shall also permit CITY and/or representatives to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by CITY of any reviewing agencies, and CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

V. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to constitute CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of CITY.

VI. MISCELLANEOUS PROVISIONS

A. **ASSIGNMENT:** This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by CITY or CONTRACTOR without prior written consent of the other.

B. INTEGRATION: This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing and signed by both parties.

C. JURISDICTION: This Agreement shall be construed, administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. Venue for any litigation shall be in Bartow County, Georgia. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

D. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

City of Cartersville
P. O. Box 1390
1 North Erwin Street
Cartersville, GA 30120
Attention: Derek Hampton, Electric Director

CONTRACTOR:

Trees Unlimited
P. O. Box 10
Cave Springs, GA 30124

E. CAPTIONS: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of the Agreement in any respect.

F. REFERENCES: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of this singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

G. LEGAL PROCEEDINGS: In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

H. INTERPRETATION: Both parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties.

I. **IMMIGRATION REFORM COMPLIANCE REQUIREMENT.** During the entire duration of this contract, Contractor and all Subcontractors must remain in compliance with the Georgia Security and Immigration Compliance Act of 2007 and Georgia Code §13-10-91 and §50-36-1.

J. **EXHIBITS:** The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

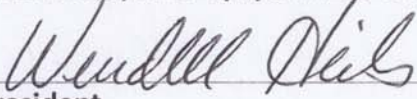
K. **AMENDMENT:** This Agreement may only be modified or supplemented by written agreement, approved and executed by both parties hereto.

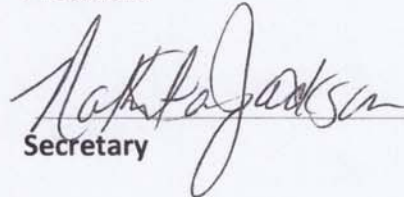
L. **TIME OF ESSENCE:** Time is of the essence in this Agreement.

M. **EXTENT OF AGREEMENT:** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations of agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 2019.

W.E. HICKS, INC. d/b/a TREES UNLIMITED


President


Secretary

CITY OF CARTERSVILLE, GEORGIA

Matthew J. Santini, Mayor

ATTEST: Meredith Ulmer, City Clerk (SEAL)

2019 Recommendation

Electric Right of Way Clearing and Maintenance Service

Bid No. 19-025

Recommendation	Primary Award	Alternate Award
	Trees Unlimited	W.A. Kindall
Albany	\$93.24	\$135.90
Cairo	\$93.24	\$135.90
Calhoun	\$93.24	\$135.90
Cartersville	\$93.24	\$135.90
College Park	\$93.24	\$135.90
Commerce	\$93.24	\$135.90
Douglas	\$93.24	\$135.90
East Point	\$93.24	\$135.90
Fitzgerald	\$93.24	\$135.90
Fort Valley	\$93.24	\$135.90
Grantville	\$93.24	\$135.90
Griffin	\$93.24	\$135.90
Lafayette	\$93.24	\$135.90
Lagrange	\$93.24	\$135.90
Lawrenceville	\$93.24	\$135.90
Monroe	\$93.24	\$135.90
Norcross	\$93.24	\$135.90
Quitman	\$93.24	\$135.90
Sandersville	\$93.24	\$135.90
Sylvester	\$93.24	\$135.90
Thomaston	\$93.24	\$135.90
West Point	\$93.24	\$135.90

***Hourly rate, 3 Man Crew as specified**

Contact Info:

Trees Unlimited
W. A. Kindall
ECG

Wendell Hicks
Craig Faulk
Tina Bridges

(706) 252-5339
(770) 235-6344
(229) 215-0258

DIVISION I
REQUEST FOR PROPOSALS

TO: Organizations providing Electric Utility Right-Of-Way Clearing and Maintenance Service

FROM: Electric Cities of Georgia (ECG)

DATE: October 28, 2018

SUBJECT: Request for Proposals (Bid No. 19-025)

Electric Cities of Georgia (ECG) is requesting proposals from contractors who regularly engage in Right-of-Way Clearing and Maintenance services for use by the Electric Municipal Members in Georgia. This service for the Members, is to be coordinated by ECG, and ECG will select the most technically qualified and most economically acceptable organization for recommendation to the Members for a contract to provide this service on an annual basis and as assigned by the Member.

As of the date of this Request for Proposals, twenty-two (22) members are interested in participating in the Right-of-Way Clearing and Maintenance program. Any contract for work resulting from this request for proposal will be between the recommended Contractor and each of the participating Members. The Specifications and Contract Documents describe in detail the requirements of the Contractor and participating Members for implementation and completion of the Electric Utility Right-Of-Way Clearing and Maintenance Services.

You are invited to submit your proposal to supply these services to:

Member Solution Specialist of Electric Cities of Georgia,
1470 Riveredge Parkway, Atlanta, Georgia 30328;
Attention: Tina Bridges

on or before 2:00 PM on November 30, 2018. If any questions arise, or if additional information is needed for the preparation of your proposal, please call me at (229) 215-0258.

Sincerely,

Tina Bridges, Member Solution Specialist
Aggregated Services
Electric Cities of Georgia

ARTICLE I

SCOPE OF WORK

The following information is provided to assist service providers (“Contractors”) responding to this request for proposal (“RFP”) Contractor in understanding the scope of the hereinafter defined Services needed by the customers of Electric Cities of Georgia, Inc. (“ECG”) participating in ECG’s program respecting the Services (“Participating Members”), which are listed in Division VI hereto . The Contractor shall provide all labor, material, equipment, supplies, and supervision to complete the Work as assigned by the applicable Participating Member (the “Owner.” This RFP and all Divisions hereof, including the Specifications with all addenda, are made a part of the hereinafter defined Contract. No provision of this Contract shall be interpreted to prevent the Owner from using the Services of other contractors.

ARTICLE II

QUALIFICATIONS OF CONTRACTORS

To demonstrate qualifications to perform the Work, each Contractor must be prepared to submit within five (5) days of the request by ECG, written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Proposal must contain evidence of Contractor’s qualification to do business in the state of Georgia, as applicable, or covenant to obtain such qualification prior to recommendation to a Participating Member for use of the service.

ARTICLE III

INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to ECG in writing. Replies will be issued by Addenda, mailed or delivered, to all parties recorded by ECG as having received the Proposal Documents. Questions received less than five (5) days prior to the date for review of Proposals will not be answered. Only questions by formal written Addenda shall be binding. Oral and other interpretations or clarification shall be without legal effect.

ARTICLE IV

ECG CONTRACT TERM

The resulting ECG Contract shall be for a period of three years from the effective date of Award of Contract and shall be in effect until December 31, 2022, unless earlier terminated (the “Term”).

ARTICLE V

SUBMISSION OF PROPOSALS

Proposals shall be submitted at the time and place indicated in the Request for Proposals and shall be included in an opaque sealed envelope, marked with the Project title, and the name and address of the Contractor on the outside of the envelope. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

ARTICLE VI

MODIFICATION AND WITHDRAWAL OF PROPOSALS

Section 1.

Proposals may be modified or withdrawn by appropriate document duly executed (in a manner that the Proposal may be executed) and delivered to the place where Proposals are to be submitted at any time prior to the evaluation of Proposals.

Section 2.

If, within twenty-four (24) hours after Proposals are submitted, any Contractor files a duly signed written notice with ECG, and promptly thereafter demonstrates to the satisfaction of ECG that there was a material and substantial mistake in the preparation of his Proposal, that Contractor may withdraw his Proposal. Thereafter, that Contractor shall be disqualified from further Proposals on the Work.

ARTICLE VII

AWARD OF CONTRACT

Section 1.

ECG reserves the right to reject any and all Proposals, to waive any and all informalities and to negotiate contract terms with any potential Contractor, and the right to disregard all nonconforming, non-responsive or conditional Proposals. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

Section 2.

In evaluating Proposals, ECG shall consider the qualifications of the Contractors, whether or not the Proposals comply with the prescribed requirements, and required alternatives of Division V, and unit prices as requested in the proposal forms. It is the Purchaser's intent to accept alternatives (if any are accepted) in the order in which they are listed in the Cost of System Components but ECG may accept them in any order or combination.

Section 3.

ECG may consider the qualifications and experience of Subcontractors and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of Work may also be considered by ECG.

Section 4.

ECG may conduct such investigation as deemed necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Contractors, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the satisfaction of ECG within the prescribed time. The Contractor will assist ECG in obtaining information needed by ECG to satisfy the investigation.

Section 5.

ECG reserves the right to reject the Proposal of any Contractor who does not pass any such evaluation to the satisfaction of ECG.

Section 6.

If the ECG Contract is to be awarded, it shall be awarded to the Contractor with the lowest cost whose evaluation by ECG indicated to ECG that the award shall be in the best interest of the Project.

Section 7.

If the ECG Contract is to be awarded, ECG shall give the successful Contractor a Notice of Award within sixty (60) days after the date of the Proposal Date.

Section 8.

Delivery of the Proposal by the Contractor shall constitute an offer and delivery of a Notice of Award shall constitute acceptance effecting a contract between ECG and the Contractor for the Term whereby:

- (a) ECG agrees to notify the Participating Members that the Contractor is recommended by ECG for selection by the Participating Members as their contractors for a three year term for the Services in accordance with all of the terms set forth in this RFP; provided, however, that ECG may recommend any other party and facilitate agreements between any Participating Member and any other party respecting the Services, if such Participating Member has provided written notice to ECG that it refused or otherwise rejects Contractor as its contractor for the Services; and
- (b) Contractor agrees:
 - (i) to negotiate in good faith, execute and deliver an Agreement in accordance with the terms hereof with any Participating Member that notifies ECG or Contractor of its selection of Contractor to perform the Services and desire to enter into such an Agreement, which agreement may be evidenced by execution and delivery of a Notice of Selection With Modifications form by such Participating Member and Contractor in substantially the form attached hereto as Attachment A, and
 - (ii) if a Participating Member desires to select the Contractor to provide Services to it in accordance herewith with no such negotiation, i.e., on the terms set forth herein with no modifications, then such Agreement shall be effective immediately upon delivery of a completed and executed Notice of Selection form by such Participating Member in substantially the form attached hereto as Attachment B.

ARTICLE VIII

NON-COMPETE AND NON-SOLICITATION AGREEMENT

Contractor, its employees, officers, directors and Subcontractors (the "Affected Parties") understands and agrees that the relationship between ECG and each of its Participating Members constitutes a valuable asset of ECG and may not be converted to Affected Parties' own use. Affected Parties hereby agrees that during the Term and for the twelve (12) months following the termination of this Agreement, Affected Parties will not, directly or indirectly, on Affected Parties' own behalf or as a Principal or Representative of any other Person, solicit, divert, take away or attempt to solicit, divert or take away a Participating Member for the

purpose of providing or selling Services to any such Participating Member. Affected Parties hereby agree that during the Term and for the twelve (12) months following the termination of this ECG Contract, Affected Parties will not, directly or indirectly, engage in, sell or otherwise provide Services to Participating Member, except with the written consent of ECG or as permitted by a RFP process through ECG, whether on its own behalf or as a Principal or Representative of any other Person; provided, however, that the provisions of the ECG Contract shall not be deemed to prohibit the ownership by Affected Parties of not more than five percent (5%) of any class of securities of any corporation having a class of securities registered pursuant to the Securities Exchange Act of 1934, as amended. Contractor agrees that this non-compete provision will not adversely affect the livelihood of Contractor or any of its employees, officers, directors or Subcontractors.

No party hereto shall, during the term of this ECG Contract, solicit, persuade or induce any individual who is an employee of the other party ("employing party") on this date or during the term of this ECG Contract to become an employee of the non-employing party or any affiliate thereof without the employing party's prior written consent, which consent shall not be unreasonably denied or delayed. The foregoing restriction shall not apply to (i) solicitations for employment made to the general public by any of the parties; or (ii) any Person who is no longer an employee of either party.

"Person" means: any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

"Principal or Representative" means: a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

ARTICLE IX

MOST FAVORED CUSTOMERS

If Contractor offers better pricing to any other local government utility for Similar Services than the pricing offered or provided to Participating Member, Contractor agrees to immediately reduce the pricing paid by such Participating Member for the Services (or such portion thereof) to the prices offered to the local government utility receiving better pricing, effective as of the date that Contractor and such local government utility entered into an agreement for Contractor's provision of Similar Services. For purposes of this Section, "Similar Services" means that are of a similar type to the Services.

ARTICLE X ALTERNATE AWARDS

It is the intent of this Request for Proposal to select a single Contractor for all locations listed in Division VI. However, notwithstanding this intent, ECG reserves the right to issue alternate awards if deemed in the best interest of Participating Members due to geographical restrictions or otherwise. ECG also reserves the right to issue a backup or secondary award, in which case the Contractor would be notified of work available in locations where the Awarded Contractor is not able to perform for any reason.

ARTICLE XI PROPOSAL EVALUATION CRITERIA

Section 1.

To receive evaluation, a Bid must contain as a minimum the following items:

1. A completed Proposal form valid for all Participating Members;
2. Documentation as required in Division III;
3. Proposal prices supplied for all required alternatives, if any;
4. Other documentation as necessary to clarify assumptions or conditions of the Proposal;
5. Completed Affidavit of Compliance or complete Statement of No Bid.

Section 2.

In evaluating Proposals, it is the intent of ECG to accept alternates only if they are requested by ECG through Addendum to this Specification.

Section 3.

ECG shall consider the qualifications and experience of all Contractors, Subcontractors, and other persons and organizations, including those who are to furnish the principal items of labor, equipment, and service. ECG may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Contractors, proposed Subcontractors and other persons, and organization to do the Work in accordance with the Contract Documents to the satisfaction of ECG within the

prescribed time. Contractor will assist ECG in obtaining information needed by ECG to satisfy the investigation.

Section 4.

Proposal evaluation will be based on the following criteria (not necessarily in the order of importance):

1. Completeness of the Proposal, (i.e. the degree to which it responds to all requirements and requests for information contained herein);
2. Degree to which the Contractor meets the technical specifications;
3. Total cost;
4. Completion schedule;
5. Reliability and service requirements of the completed Work;
6. Maintenance and frequency of inspection required to insure reliable performance of the Work;
7. Demonstration of general understanding of and responsiveness to the needs of ECG.
8. Experience and past performance record of Contractor.

In performing the evaluation, only information contained within the Contractor's Proposal will be considered. Exceptions to Specifications, all of which must be clearly identified, will be evaluated by the same criteria indicated in this Article XII.

ARTICLE XII COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Request for Proposal (RFP) (Division I, one page total);
2. Instructions to Contractor (Division II);
3. General Conditions of the ECG Contract and Agreement (Division III);

5. The Specifications, including Addenda Number _____, which is specified as Division IV;
6. Contractor's Proposal, including all attachments submitted at the time of Proposal and any other information submitted subsequent to Proposal based upon the investigation as to qualifications, etc. (Division V).

ARTICLE XIII RATE ESCALATION

Prices quoted must be firm for a period of one (1) year from the Effective Date. In the event that there are any adjustments that need to be made to such rates beyond this period, both ECG and Contractor shall make any adjustments on an annual basis in writing. Unless otherwise agreed in writing, all such adjustments shall take effect on the first day of the calendar year. No increase in Fees shall take effect except pursuant to the following process:

- Contractor must notify ECG of any proposed increase in Fees on or before November 1st of the calendar year prior to when such increase is proposed to take effect.
- On or before December 1st of such year, ECG shall notify Contractor if it accepts or rejects such proposed increase and, if accepted, such increase shall take effect on January 1st of the next calendar year; provided that failure to provide such notice by such date shall be a rejection unless the parties hereto otherwise agree in writing.

Contractor may not terminate this Agreement due to ECG's failure to agree to a proposed increase in Fees pursuant to any other process. Notwithstanding anything else herein to the contrary, upon a rejection by ECG of a proposed rate increase pursuant to the process set forth in this Section, Contractor may terminate this Agreement effective on the first day of the next succeeding calendar year by providing written notice to ECG within five (5) business days of such rejection.

DIVISION III
GENERAL CONDITIONS

ARTICLE I

DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof;

ADDENDA – Written or graphic instruments issued prior to the receipt of Proposals which clarify, correct or change the Proposal Documents or the Contract Documents.

AGREEMENT – The written agreement between Owner and Contractor covering the Work to be performed. Other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

APPLICATION FOR PAYMENT – The form accepted by Owner which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

CHANGE ORDER – A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

CONTRACT DOCUMENTS – The Agreement, contained herein and more specifically identified as ELECTRIC UTILITY RIGHT - OF - WAY CLEARING AND MAINTENANCE SERVICE, Addenda (which pertain to the Contract Documents), Post-Proposal Addenda, Contractor's Proposal (including documentation accompanying the Proposal) when attached as an exhibit to the Agreement, these General Conditions, the Supplementary Conditions, the Specifications, together with all Modifications issued after the execution of the Agreement.

CONTRACT PRICE – The monies payable by Owner to Contractor under the Contract Documents as stated in the Agreement.

CONTRACTOR - The person, firm, or corporation with whom Owner has entered into an Agreement.

CONTRACT TIME – The number of days stated in the Agreement for the completion of the Work.

CONTRACTOR – Any individual, corporation, or firm demonstrating interest and capability to provide the completion of the functions of the Specifications.

DAY – A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

DEFECTIVE – An adjective which when modifying the word Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

ECG CONTRACT – the contract between ECG and Contractor by delivery of the Notice of Award as provided herein.

EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

EFFECTIVE DATE OF NOTICES – The date of delivery or mailing as defined in Division III, Article IX, Section 1.

FIELD ORDER – A written order issued by Owner which orders minor changes in the Work which do not involve a change in the Contract Price or the Contract Time.

GENERAL REQUIREMENTS – Sections of Article II of the Specifications.

MODIFICATION – (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, or (c) A Field Order. A modification may only be issued after the effective date of Agreement.

NOTICE OF AWARD – The written notice by Owner to the apparent successful Contractor with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

NOTICE TO PROCEED – A written notice given by Owner to Contractor fixing the date on which the Contract Time will commence to run on and which Contractor shall start to perform his obligations under the Contract Documents.

OWNER – The applicable Participating Member after an Agreement is effective in accordance herewith.

POST-PROPOSAL ADDENDA – A written amendment of the Proposal Documents, submitted after the receipt of Proposals and prior to the signing of the Agreement, containing the results of negotiations between the Contractor and the Owner.

PROJECT – The total labor, equipment and supervision to be provided under the Contract Documents. The Project may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROPOSAL – The offer of the Contractor submitted on the prescribed form setting forth the price for the Work to be performed.

PURCHASER – The Participating Member, prior to the award of the Contract.

RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the Seller who is assigned to the site or any part thereof.

SELLER – Any individual, corporation or firm proposing to supply a service to perform the functions of the Specifications, who has submitted an executed Proposal Form.

SPECIFICATIONS – Those portions of the Contract Documents consisting of written technical descriptions of labor, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any Subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION – The Work (or specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or Specified part) can be utilized for the purposes for which it was intended. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.

WORK – The entire completed Project or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and incorporating materials and equipment into the Project, all as required by the Contract Documents.

ARTICLE II

PRELIMINARY MATTERS

Section 1. Copies of Documents.

ECG shall furnish to Contractor up to ten (10) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of \$50.00 per set.

Section 2. Commencement of Contract Time; Notice to Proceed.

The Contract Time shall commence to run on the thirtieth (30th) day after the effective date of the agreement, or, if Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth (90th) day after the day of the Proposal acceptance or the thirtieth (30th) day after the effective date of the Agreement. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement.

Section 3. Starting the Project

The Contractor shall start to perform the Work on the date when the Contract Time commences to run.

Section 4. Before starting Work.

- (a) Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to Owner any conflict, error or discrepancy which Contractor may discover. However, Contractor shall not be liable to Owner for failure to report any conflict, error or discrepancy in the Specifications unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- (b) Within ten (10) days after the effective date of the Agreement, Contractor shall submit to Owner for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of values of the Work.
- (c) Before any Work is started, Contractor shall deliver to Owner certificates which Contractor is required to purchase and maintain in accordance with the Proposal Contract.

ARTICLE III

CONTRACT DOCUMENTS: INTENT AND REUSE

Section 1. Intent

- (a) The Contract Documents comprise the entire Agreement between Owner and Contractor concerning the Work. They may be altered only by a written Modification signed by both parties.

- (b) The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall report it to Owner in writing at once and before proceeding with the Work affected thereby. However, Contractor shall not be liable to Owner for failure to report any conflict, error or discrepancy in the Specifications unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- (c) It is the intent of the Specifications to describe a complete project to be performed in accordance with the Contract Documents. Any Work that may be reasonably inferred from the Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manual or code in effect at the time of receipt of Proposals except as may be otherwise specifically stated.

However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of Owner, Contractor or any of their agents or employees from those set for the in the Contract Documents shall be issued by Owner.

- (d) The Contract Documents shall be governed by the laws of the State of Georgia except to the extent required by law.

Section 2. Reuse of Documents

Neither Contractor nor any Subcontractor, manufacturer, supplier or distributor shall have or acquire any title to or ownership rights in any of the Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Owner's consultant and they shall not reuse any of them on extensions of the Project or any

other project without written consent of Owner and specific written verification or adaptation by Owner's consultant.

ARTICLE IV

CONTRACTOR'S RESPONSIBILITIES

Section 1. Supervision and Superintendence.

- (a) The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- (b) The Contractor shall keep available at all times during the Project a competent supervisor and one (1) alternate who shall not be replaced without written notice to Owner except under extraordinary circumstances. The Supervisor will be Contractor's representative and shall have authority to act on behalf of the Contractor. All communications given to the Supervisor shall be binding as if given to Contractor.

Section 2. Continuing the Work

The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

ARTICLE V

PARTICIPANT'S RESPONSIBILITIES

Section 1. Communications

The Owner shall issue all communications directly to Contractor.

Section 2. Engineer

The Owner may appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of resident Project Representative.

Section 3. Requests for Changes

In connection with Owner's rights to request changes in the Work in accordance with Article VII of this Division III, Owner (especially in certain instances as provided in Section 4) is obligated to execute Change Orders.

Section 4. Test and Approvals

Owner's responsibility on respect of certain inspections, tests and approvals is set forth in Article VIII of this Division III.

ARTICLE VI

WORK BY OTHERS

Section 1. Owner Supplied Additional Work

The Owner may perform additional Work related to the Project by himself, or have additional Work performed by others, or let other direct Contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the Owner and the other Contractors who are parties to such direct Contracts (or Owner, if Owner is

performing the additional Work with Owner's employees) ample opportunity for the execution of Work, and shall properly connect and coordinate his Work with their Work.

Section 2. Work of Other Contractors

If any part of the Contractor's Work depends upon proper execution or results from the Work of any such other Contractor (or Owner), Contractor shall inspect and promptly report to Owner in writing any patent or apparent defects or deficiencies in such Work that render it unsuitable for such proper execution and results.

The Contractor's failure to so report shall constitute an acceptance of the other Work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in the other Work.

Section 3. Additional Contract Work

If the performance of additional Work by other Contractors or Owner was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the Performance of such additional Work by Owner or others involves additional expenses to Contractor or requires an extension of the Contract Time, Contractor may make a claim therefore as provided in Articles X and XII of this Division III.

ARTICLE VII CHANGES IN THE WORK

Section 1. Change Orders

Without invalidating the Agreement, Owner may at any time or from time to time, order additions, deletions or revision in the Work. These alterations will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article VIII or Article IX of this Division III on the basis of a claim made by either party.

Section 2. Field Orders

The Owner may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on Owner and also on Contractor who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefore as provided in Article VIII or Article IX of this Division III.

Section 3. Authorization for Change

Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except as provided in Section 2 of this Article VII.

Section 4. Change Order Execution

The Owner shall execute the appropriate Change Orders prepared by the Engineer covering changes in the Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is approved by Owner.

ARTICLE VIII

CHANGE OF CONTRACT PRICE

Section 1. Contract Price

- (a) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

- (b) The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner allows an additional period of time to ascertain accurate cost data.
- (c) The value of any Work covered by a Change Order or of any claim for an increase in the Contract Price shall be determined in one of the following ways:
 - 1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
 - 2) By mutual acceptance of a lump sum.

Section 2. Adjustment of Unit Prices

- (a) Whenever the cost of any Work is to be determined pursuant to Section 1 (b) and (c) of this Article VIII, Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.
- (b) Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated on the Contract Documents, an appropriate Change Order shall be issued on recommendation of Owner to adjust the unit price.

ARTICLE IX CHANGE OF CONTRACT TIME

Section 1. Contract Time

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based in written notice delivered to Owner within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data.

Section 2. Time is of the Essence

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article IX shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE X WARRANTY AND GUARANTEE: TESTS AND INPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Contractor warrants and guarantees to ECG and Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place may be rejected, corrected or accepted as provided in this Article X.

ARTICLE XI SUSPENSION OF WORK AND TERMINATION

Section 1. Owner May Suspend Work

The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor

which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time, directly attributable to any suspension if he makes a claim therefore as provided in Articles VII and VIII of this Division III.

Section 2. Owner May Terminate

- (a) Upon the occurrence of one or more of the following events, Owner without incurring legal liability may terminate this Agreement:
 - (1) If Contractor is adjudged bankrupt or insolvent;
 - (2) If Contractor makes a general assignment for the benefit of creditors;
 - (3) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
 - (4) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - (5) If Contractor repeatedly fails to make prompt payments to Subcontractors for labor or equipment;
 - (6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - (7) If Contractor disregards the authority of Owner, or;
 - (8) If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.
 - (9) Failure of the Contractor to meet agreed schedule to achieve the total annual clearing.

- (b) Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner shall not release Contractor from liability.
- (c) Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

ARTICLE XII

PAYMENTS TO CONTRACTOR AND COMPLETION

Section 1. Final Payment and Acceptance

If, on the basis of Owner's observance of the Work during the project and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, and Owner is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Owner shall, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment. Otherwise, Owner will return Application to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall within thirty (30) days after receipt thereof, pay Contractor.

Section 2. Contractor's Continuing Obligation

The Contractors' obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment by Owner, nor any payment by Owner to Contractor under the Contract Documents, nor any use of the Work or any part thereof by Owner, nor any act of

acceptance by Owner nor any failure to do so, nor the issuance of a notice of acceptability by Owner nor any correction of defective Work by Owner shall constitute an acceptance of Work not in Accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

Section 3. Waiver of Claims

The making and acceptance of final payment shall constitute:

- (a) A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Section 1 or from failure to comply with the Contract Documents of the terms of any special guarantees specified therein. However, it shall not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and
- (b) A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE XIII INSURANCE

During the Contractor's performance hereunder, the Contractor shall take out and maintain insurance with the following minimum requirements:

1. Workmen's compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under the Proposal.
2. Public liability and property damage liability insurance covering all operations under the Proposal: limits for bodily injury or death not less than \$2,000,000 for one person and \$2,000,000 for each accident and \$2,000,000 aggregate for accidents during the policy period.

3. Automobile liability insurance on all self-propelled vehicles used in connection with the Proposal, whether owned, non-owned, or hired; public liability limits of not less than \$2,000,000 for one person and \$2,000,000 for each accident; property damage limit of \$2,000,000 for each accident.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in (2) and (3) of this Article XIII. In any such event, the additional insurance shall be added to the contract price.

Upon request, the Contractor shall furnish to the Owner a certificate in such form to prescribe compliance with the forgoing requirements.

ARTICLE XIV

NON-ASSIGNMENT OF CONTRACT

The Contractor will not assign the Contract effected by acceptance of this Proposal, or any part thereof, or enter unto any contract with any person, firm, or corporation, for the performance of the Contractor's obligations hereunder or any part hereof, without the approval, in writing, of the Owner and the Surety or Sureties on the Contractor's Bond or Bonds, if any; provided, however, the Contractor may Subcontract the whole or any part of the Right-Of-Way Clearing and Maintenance Services to be performed at the clearing site (as distinguished from furnishing and delivering equipment and material). If the Contractor, with the consent of the Owner and the Surety or Sureties on the Contractor's Bond or Bonds, if any, shall enter into any Subcontract with any Subcontractor for the performance of any part of the Right-Of-Way Clearing and Maintenance Services to be performed at the clearing site, the Contractor shall be as fully responsible to the Owner for the acts and omissions of such Subcontractor and of persons employed by such Subcontractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

ARTICLE XV

MISCELLANEOUS CONDITIONS

Section 1. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Section 2. Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

Section 3. General

- (a) Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- (b) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Article X and Article XII of this Division III all of the rights and remedies available to Owner hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special

warranty or guarantee or by other provisions of the Contract Documents, in connection with each particular duty, obligation, right and remedy to which they apply. All representation, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Section 4. Immigration

Contractor hereby acknowledges that its compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, including but not limited to Contractor's current and continued participation in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), is a condition of this Agreement. Upon execution of this Agreement, Contractor shall promptly attest to its compliance with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by executing the Contractor's Affidavit attached hereto as Attachment C. The Contractor's Affidavit shall be attached to and become a part of this Agreement. Contractor further acknowledges that all portions of this Agreement pertaining to its compliance with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

- (a) Contractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986 (IRCA), specifically including all of its I-9 employer verification provisions. Contractor warrants that it will continue to properly train its staff regarding the execution and retention of these I-9 employment verification forms. Contractor warrants that it is not now, and has not ever been, subject to an I-9 employer verification audit. Contractor warrants that it has an I-9 and verification policy that it implements throughout the company. Should Contractor ever be made aware of any government audit of its employer verification system, it will notify ECG or any Owner of such an audit.

- (b) Contractor warrants that any Subcontractor who will provide services pursuant to this Agreement shall comply with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02. Contractor shall secure the attestation of such Subcontractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by the Subcontractor's execution of the Subcontractor's Affidavit attached hereto as Attachment D, and any such executed Subcontractor Affidavits shall become a part of the Contractor's agreement with the Subcontractor. Contractor shall maintain records of all such Subcontractor Affidavits for inspection by ECG or any Owner at any time. Contractor shall require all Subcontractors to register and fully participate in the Federal Work Authorization Program to verify work authorization of all new employees and Subcontractors. The failure of a Subcontractor to register and fully participate in the Federal Work Authorization Program will be grounds for immediate termination of this Agreement and any other agreement with Contractor.
- (c) ECG shall or each Owner be entitled, without prior notice, to immediately terminate this Agreement and any other agreement with Contractor if, at any time, Contractor or any Subcontractor employed by Contractor to perform services under this Agreement has failed to register or fully participate in the Federal Work Authorization Verification Program.
- (d) Contractor agrees to indemnify, defend and hold harmless ECG and each Owner for any costs, damages, or expenses, including but not limited to attorneys' fees, related to the employment of unauthorized workers by Contractor or any Subcontractor employed by Contractor to perform services under this Agreement.

Section 5. Indemnification

Contractor and Subcontractors agree to indemnify, defend and hold harmless ECG, the Participating Members and their respective officers, employees and agents against any and all liability, cost, loss, damages, indebtedness, obligation, expense, causes of action, demands, claims or judgments, including, but not limited to, attorney's fees and litigation expenses, arising out of the performance of, or failure to perform, their respective duties in accordance with the ECG Contract and the applicable Agreement or

otherwise related to the ECG Contract or an Agreement. The term "hold harmless" means to hold harmless from, indemnify and defend against, and pay promptly on demand thereof any and all liability, cost, loss, damages, indebtedness, obligation, expense (including, without limitation, attorney's fees and court costs), causes of action, demands, claims or judgments, arising out of or incurred in connection with an identified circumstance, incident, condition, relationship, time period or other matter.

Section 6. Supplemental Form(s)

The following form will be used in the ECG Contract or applicable Agreement for the indicated purposes as necessary.

CONSTRUCTION CHANGE ORDER		DATE
PROJECT	LINE	SHEET #
ORDER #		REFER TO ITEM#
CHANGE		
REASON FOR CHANGE		
CHANGE AUTHORIZED BY:		
 OWNER		
ITEMIZED COST OF ABOVE ORDER CONTRACTOR		

EXHIBIT “B”

- Contractor to notify Cartersville Electric System, (CES) each morning as to their work location.
- Contractor to notify CES prior to changing work locations.
- In the event contractor is unable to report for his scheduled work day he will notify the CES supervisor or dispatch center prior to the scheduled work day.
- Contractor will not be allowed to work on a holiday that is observed by the CES.
- Contractor to submit time sheets on a weekly basis. The time sheets can either be turned in to our dispatch center or can be mailed to:

City of Cartersville Electric System
320 South Erwin Street
P.O. Box 1390
Cartersville, GA 30120
Attn: Derek Hampton

- Contractor to report customer complaints or customer issues in a timely manner to the CES supervisor or the dispatcher.



City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
Traffic Signal Upgrades

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	The Electric Department has received the official quotes from the Contractor (CBK) which was approved to work with the City on 9/5/19. The quoted cost is \$27,312 per intersection utilizing materials from Temple, our normal supplier. Since we are doing three intersections in this budget year, the total cost is \$81,936. This would include upgrading the traffic signals on Old Mill Road at Douthit Ferry Rd, Etowah Drive, and Erwin Street. This is a budgeted item with an allocation of \$90,000, and we are requesting your approval of a cost not to exceed that amount, in case there are some unforeseen costs that arise during the upgrades.
City Manager's Remarks:	This will begin the change out of City owned intersection traffic signals with CBK. The signals that will be changed out are Old Mill Road at Douthit Ferry, Etowah Drive and Erwin Street. This is a goal and discussion item that came out of Visioning. Your approval of the traffic signal upgrades for a not to exceed amount of \$90,000 is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Commercial HVAC, Refrigeration and Electrical.

Certified DBE Contractor - 2CB100 || Contractor No. 006126

PG 1 of 2

Cartersville Signal Upgrades Quote

This quote is good for every Signal you have expect your Mast Arm Signal.

This quote is for reusing the old span wire Poles and underground pipe along with the cabinet and everything in side of it .

I gave you the cost of the ped pole and base separately so that we can try and reuse the ones that are out there now.

Should you need any additional information, please don't hesitate to contact Michelle Noles at 770-838-1949.

Thank You,

Michelle Noles
CBK Mechanical, Inc

Office: 770.838.1949 Fax: 770.838.1015 www.CBKMECHANICAL.COM Item # 15

Post Office Box 6574 - Douglasville, GA 30154-0027

Cartersville Signal Upgrades Quote

Run new wire 4 guy 3 days at 60 hr ea 8 hr days

Guys $4 \times 60 = 240$

Days $3 \times 8 = 24$

$240 \times 24 = \$5,760$

Put up ped 2 days 2 guys at 60 hr ea

Guys $2 \times 60 = 120$

Days $2 \times 8 = 16$

$120 \times 16 = \$1,920$

Put up heads 2 days 2 guys at 60 hr ea

Guys $2 \times 60 = 120$

Days $2 \times 8 = 16$

$120 \times 16 = \$1,920$

Wire in cabinet 2 guys 1 day at 60 hr ea

Guys $2 \times 60 = 120$

Days $1 \times 8 = 8$

$120 \times 8 = \$960$

Tune on day 5 Guys 1 day at 60 hr ea

Guys $5 \times 60 = 300$

Days $1 \times 8 = 8$

$300 \times 8 = \$2,400$

Labor Cost \$12,960

Cost of wire 3 pair \$.50 a ft (Max 2000 ft) \$1,000

Cost of wire 7 conductor \$.60 a ft (Max 2000 ft) \$1,200

Temple Cost

Cost of 3 section - \$390 ea $\times 4 = \$1,560$

Cost of 5 section - \$720 ea $\times 4 = \$2,880$

Cost of Ped 2 way - \$1,460 ea $\times 4 = \$5,840$

Ped pole - \$185 ea $\times 4 = \$740$

Ped Base - \$133 ea $\times 4 = \$532$

Utilcom Cost

Cost of 3 section - \$390 ea $\times 4 = \$1,560$

Cost of 5 section - \$640 ea $\times 4 = \$2,560$

Cost of Ped 2 way - \$987 ea $\times 4 = \$3,948$

Ped pole - \$163 ea $\times 4 = \$652$

Ped Base - \$145 ea $\times 4 = \$580$

Total = \$11,552

Total = \$9,300

Cop for turn on At 60 hr for 10 hr = \$600

Temple Cost = \$27,312.00

Lead-Time is 4-6 Weeks for their supplies

Utilicom Cost + \$25,060.00

No lead-Time for any of their supplies



City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
ArcGIS Annual Maintenance

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The annual maintenance for our ArcGIS software from ESRI is \$5,430.14 and is recommended for your approval.
City Manager's Remarks:	This is a budgeted item and is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	


esri®

380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 93694655
Order : 3606300
Customer : 335887
Customer PO : QUOTE JESSEE
P.O. Date : 09/04/2019
End User : 335887
Project :

Document date : 09/06/2019

Delivery :

City of Cartersville

Invoice

Page : 1

Ship to:

Todd Jessee

City of Cartersville

Utilities Dept

1 N Erwin St

Cartersville GA 30120-3121

Bill to:

Todd Jessee

City of Cartersville

Utilities Dept

P.O. Box 1390

Cartersville GA 30120-1390

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	1	153148 ArcGIS Online Creator (Formerly Level 2 Named User) Term License Start Date: 11/21/2019 End Date: 09/30/2020	430.14
1010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 10/01/2019 End Date: 09/30/2020	5,000.00
Item Subtotal			5,430.14
Total:			USD 5,430.14



City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
Painting of Hydrants

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	We respectfully request approval to proceed with a budgeted joint project between the Water Department and Fire Department to inspect, clean and paint a little over 500 hydrants on our City System. Established in 2014, Cartersville City Code Sec. 9-34 states that all City Fire Hydrants are to be tested, maintenance performed and color-coded for proper GPM (Gallons per Minute). There are approximately 1500 hydrants on the City system. These hydrants also fall under the requirements of the NFPA (National Fire Protection Association) and ISO (Insurance Service Organization). Our water system accounts for 40% of the main credit score for our current Class 1 ISO rating. A request for proposal (RFP) was posted on our City web site and the proper procurement web sites. There were 16 responses, but 11 did not meet the RFP requirements. Our low qualified bid was Art Threats Inspection Inc. of Alpharetta with a price of \$49.99 per hydrant for the first 300 hydrants and \$40.99 for all hydrants over 300. We are requesting approval of Art Threats Inspection Inc. for this project, in an amount up to, but not to exceed \$25,000.00. This will be paid for with Hydrant Maintenance funds from both the Water Department and Fire Department. Your positive consideration is appreciated.
City Manager's Remarks:	This is a joint project between Fire and Water and will allow for the inspection and painting of hydrants. Your approval of Arts Threats Inspection Inc., for this project with a not to exceed amount of \$25,000 is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from the water department and the fire department.
Legal:	N/A
Associated Information:	N/A

Company	Location	Workers Comp	Insurance	Liability	Price Per	Price Break	References	Met RFP
Art Threats Inspections Inc	Alparetta Ga	Y	Y	Y	\$49.99	40.99 after 300	Y	Y
Pateco services	Suwannee GA	Y	Y	Y	\$50	300> \$45	Y	Y
HHO InC	Stone Mountain Ga	Y	Y	Y	\$83.45	301>\$75.45	Y	Y
Quintech Solutions	Lithonia Ga	Y	Y	Y	\$237	300> \$213	Y	Y
West World Properties	Atlanta Ga	Y	Y	Y	\$350	300> \$300	Y	Y
Roper's Cleaning	Rome Ga	Y	Y	N		\$6,500	N	N
Jetstar Group	Atlanta	Y	Y	N	\$60	350> \$56	Y ?	N
ColorTec Painting	Senoia Ga	N	N	Y	\$125		y	N
Loper Logistics	Hattiesburg MS	Will get	Vehicle	Y	\$155		Y	N
E & D Coatings	Savannah Ga	Y	Y	N	\$210	301-350 \$ \$295	Y	N
Good Lord's Moblile Welding	Powder Springs	N	Y	N	\$289	350> \$265	Y	N
Precision Painting	Wappingers Falls NY	Y	Y	N	\$310	300> _15%	N	N
C & S Construction	Jonesboro GA	N	N	Y	\$425.00	300> -5%	N	N
Walt Lipham	Rome GA	N	Y	Y	\$57.00	300 > \$47	N	N
K & E Group	Atlanta GA	Y	Y	N	\$130.00	300> -10%	Y	N
Decon1	Did not say	N	N	N		\$9,600	N	N

Failed to meet Proposal Requirements

Recommended Contractor

Request for Proposal

Cartersville Fire Department
P.O. Box 1390
Cartersville Ga 3020
770 387-5635

The Cartersville Fire Department is seeking proposals for the completion of the following:

Project: Pressure Washing, preparation for painting and painting of hydrants

Project Goals:

Removal of grease, oils and loose paint, prepping and painting of hydrants.

Scope of work:

Caps are to be fully tightened before cleaning or painting

Spray degreaser on hydrant and allow time for this to cut any oil or grease from the surface.

Simple Green brand degreaser to be used

Use pressure washer of 3500 psi or more to remove oil and grease residue plus loose paint from the hydrant. Sanding/buffing of surfaces of each hydrant and painting of hydrants.

Painting of hydrants

Paint used will need to meet the following:

Safety Yellow for the barrels of the hydrant

Safety Blue, Safety Green, Safety Yellow or Safety red for the bonnets and the caps (following NFPA 291 specifications)

Rust inhibiting paint

Vendor will be supplied a list of hydrants to include: Location of each hydrant and color for each bonnet and caps.

These hydrants will be from 20 – 30 hydrants in concentrated geographical areas but all within City of Cartersville city limits.

300 -350 hydrants

Water for pressure washing tank will be free at a mutually agreed upon location provided by the Water Department.

Proposal Format:

Proposal shall state the type of equipment and equipment specifications that the vendor will use to complete the project.

Proposal will state brand and type of paint to be used.

Proposal shall be submitted as a cost per hydrant price to include any price breaks provided for quantity discounts above the minimum 300 requested hydrant.

Proposal shall contain an acceptance of liabilities letter concerning the project

Proposal shall contain copies of Workers compensation and Liability insurance

Proposal shall include work references

Vendor responsibilities and liabilities

The vendor shall supply their own liability insurance

The vendor shall supply their own Workers Compensation insurance

The vendor is responsible for any property damage that may happen

The vendor is responsible for workplace safety

The vendor is responsible for traffic mitigation around the workplace

Project Duration:

It is the intention that the work should be completed by Dec. 31 2019. Final completion date will be determined at time of work proposal acceptance.

Submission:

Proposal and supporting documentation shall be digitally submitted by 9/15/19 by 5 P.M. to:

rking@cityofcartersville.org

Submission shall include all vendor contact information including phone, mailing and email addresses.

The format for this submission shall be MS word and/or Excel

Any questions concerning the proposal shall be directed to:

Deputy Fire Chief Ray King

770-387-5635

rking@cityofcartersville.org

Selection:

Vendors will be selected based on:

- The requirements of this RFP
- Price
- Equipment Specifications
- Cleaner specifications
- Paint specification

The City of Cartersville reserves to right accept or reject any and/or all proposals and call for new proposals or discontinue the project without malice or notice.



City of Cartersville

City Council Meeting
10/3/2019 7:00:00 PM
Engagement Letters from Mauldin and Jenkins, LLC

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	In years past, the city attorney has asked that the mayor be authorized to sign the auditor's engagement letter along with the city manager and finance director. The engagement letter spells out the services to be provided by the city's audit firm, Mauldin and Jenkins, LLC. It also lists the responsibilities of the city's management with respect to the documents the city will provide to the audit firm along with the documents that the audit firm will complete. It further spells out the procedures that will be used to audit the city's accounting information, the city's internal controls, and any dispute resolutions. The agreed upon price of \$57,000 for the FY 2019 audit is to be paid by the city. This is done on an annual basis and is standard to the auditing practice. Also included is an engagement letter from Mauldin and Jenkins, LLC regarding their services for completing the annual MEAG questionnaire. The MEAG questionnaire is an annual document required by MEAG that the city and the auditor's complete. The questionnaire gives MEAG an objective view that the city is following GASB standards and that the city's electric fund financial statements are accurately presented. In years past, the audit firm didn't supply the city with an engagement letter for the completion of the MEAG questionnaire. The letter spells out what the city is responsible for and what the audit firm is responsible for. There is a charge for this service that is outside of the audit fees. Mauldin and Jenkins, LLC charges an hourly rate for their work. Past auditors have charged in the range of \$4,000 for the completion of the questionnaire. I recommend authorization for the Mayor, City Manager and Finance Director to sign both of the engagement letters for Mauldin and Jenkins, LLC as submitted.
City Manager's Remarks:	These authorization letters from Mauldin and Jenkins includes services for the annual City audit and well as the auditors completion of the MEAG Questionnaire for the electric department. Your authorization for the Mayor, City Manager and Finance Director to sign the engagement letters for Mauldin and Jenkins is recommended. Item # 18

Financial/Budget Certification:
Legal:
Associated Information:



July 18, 2019

Honorable Mayor and Members of the
City Council
City of Cartersville, Georgia
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Thomas Rhinehart, Finance Director

We are pleased to confirm our understanding of the services we are to provide the City of Cartersville, Georgia (the City) for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Cartersville, Georgia as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the City's Net Pension Liability and Related Ratios.
3. Schedule of City Contributions – Pension Plan.
4. Schedule of Changes in the City's Net OPEB Liability and Related Ratios.
5. Schedule of City Contributions – OPEB Plan.
6. Schedule of Pension Investment Returns.

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We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
3. Combining and individual fund statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, we have no responsibility for determining whether such other information is properly stated, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states

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that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the City Council for the City of Cartersville, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of

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the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles

City of Cartersville - 2019 Engagement Letter

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You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the

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appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Cartersville, Georgia's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Cartersville's major programs. The purpose of these procedures will be to express an opinion on the City of Cartersville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to

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electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Cartersville, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on September 23, 2019 and to issue our reports no later than December 31, 2019. Christopher McKellar is the engagement director and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$57,000 for the year ended June 30, 2019. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with

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the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Cartersville, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Adam M. Fraley



Christopher McKellar

RESPONSE:

This letter correctly sets forth the understanding of the City of Cartersville, Georgia.

By: _____

Title: _____



Report on the Firm's System of Quality Control

To the Shareholders of Mauldin & Jenkins, LLC
and the National Peer Review Committee:

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organization's SOC 1 and SOC 2 engagements.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.

PBMares, LLP

PBMares, LLP
October 30, 2017



July 19, 2019

Honorable Mayor and Members of the
City Council
City of Cartersville, Georgia
P.O. Box 1390
Cartersville, Georgia 30120

This letter is to explain our understanding of the arrangements regarding our engagement to examine management's assertion that the City of Cartersville, Georgia complied with the requirement to prepare the Municipal Electric Authority of Georgia Questionnaire in accordance with the instructions provided by the Municipal Electric Authority of Georgia (MEAG) during the year ended June 30, 2019, in accordance with auditing standards established by the American Institute of Certified Public Accountants. We ask that you either confirm or amend this understanding.

As you know, management is responsible for (1) identifying applicable compliance requirements, (2) establishing and maintaining effective internal control over compliance with the MEAG questionnaire, (3) evaluating and monitoring the City of Cartersville, Georgia's compliance with the MEAG Questionnaire, and providing us with a written assertion thereon, (4) specifying reports that satisfy legal, regulatory or contractual requirements and (5) making all records and related information available to us. Our responsibility will be to express an opinion on management's assertion about the City of Cartersville's compliance based on our examination. At the conclusion of our engagement, we will request certain written representations from management of the City of Cartersville, Georgia about the City of Cartersville, Georgia's compliance with the MEAG questionnaire and matters related thereto.

If circumstances arise relating to the condition of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the subject matter because of error or fraud which in our professional judgment prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Item # 18

The City of Cartersville, Georgia hereby indemnifies Mauldin & Jenkins, LLC and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City of Cartersville, Georgia's management, regardless of whether such person was acting in the City of Cartersville, Georgia's interest. This indemnification will survive termination of this letter.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency or other regulatory body. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Our invoices will be rendered as work progresses and are payable upon presentation.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

It is agreed by the City of Cartersville, Georgia and Mauldin & Jenkins, LLC or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Cartersville, Georgia shall be asserted more than two years after the date of the last examination report issued by Mauldin & Jenkins, LLC.

This letter constitutes the complete and exclusive statement of agreement between Mauldin & Jenkins, LLC and the City of Cartersville, Georgia superseding all other communications oral or written with respect to the terms of the engagement between the parties.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Adam M. Fraley



Christopher A. McKellar

Confirmed on behalf of the addressee:



Report on the Firm's System of Quality Control

To the Shareholders of Mauldin & Jenkins, LLC
and the National Peer Review Committee:

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organization's SOC 1 and SOC 2 engagements.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.

PBMares, LLP

PBMares, LLP
October 30, 2017



City of Cartersville

**City Council Meeting
10/3/2019 7:00:00 PM
July 2019 Financial Report**

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for July 2019.
City Manager's Remarks:	Tom R. will present this formally on Thursday evening.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of July 31, 2019

61 # water		FY 2017-18 MONTH OF July-18	FY 2018-19 MONTH OF July-19	FY 2017-18 Year to Date July-18	FY 2018-19 Year to Date July-19	100.00% OF BUDGET (Year to Date)
<i>GENERAL FUND excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,426,795	\$1,420,606	\$1,426,795	\$1,420,606	5.33%
EXPENDITURE		\$1,834,902	\$1,966,907	\$1,834,902	\$1,966,907	7.38%
Gen. Fund Net Profit (Loss)		(\$408,107)	(\$546,301)	(\$408,107)	(\$546,301)	
<i>WATER & SEWER</i>						
REVENUE		\$1,960,471	\$1,971,268	\$1,960,471	\$1,971,268	4.35%
EXPENDITURE		\$1,201,498	\$837,504	\$1,201,498	\$837,504	1.85%
Wtr. & Swr. Fund Net Profit (Loss)		\$758,973	\$1,133,764	\$758,973	\$1,133,764	
<i>GAS</i>						
REVENUE		\$1,497,834	\$1,506,996	\$1,497,834	\$1,506,996	5.22%
EXPENDITURES		\$1,295,451	\$1,347,392	\$1,295,451	\$1,347,392	4.67%
Gas Fund Net Profit (Loss)		\$202,383	\$159,604	\$202,383	\$159,604	
<i>ELECTRIC</i>						
REVENUE		\$4,425,702	\$4,386,184	\$4,425,702	\$4,386,184	9.31%
EXPENDITURES		\$3,907,329	\$3,862,569	\$3,907,329	\$3,862,569	8.20%
Electric Fund Net Profit (Loss)		\$518,373	\$523,615	\$518,373	\$523,615	
<i>STORMWATER</i>						
REVENUE		\$124,755	\$127,740	\$124,755	\$127,740	8.36%
EXPENDITURE		\$148,435	\$85,381	\$148,435	\$85,381	5.58%
Stormwater Fund Net Profit (Loss)		(\$23,680)	\$42,359	(\$23,680)	\$42,359	
<i>SOLID WASTE</i>						
REVENUE		\$205,345	\$233,744	\$205,345	\$233,744	7.85%
EXPENDITURE		\$114,593	\$135,765	\$114,593	\$135,765	4.56%
Solid Waste Fund Net Profit (Loss)		\$90,752	\$97,979	\$90,752	\$97,979	
<i>FIBER OPTICS</i>						
REVENUE		\$182,845	\$189,061	\$182,845	\$189,061	8.52%
EXPENDITURE		\$81,549	\$79,936	\$81,549	\$79,936	3.60%
Fiber Fund Net Profit (Loss)		\$101,296	\$109,125	\$101,296	\$109,125	

	Description	7/31/2019	FY 2020 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$1,420,607	\$26,653,300	5.33%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$828	\$3,684,815	0.02%
	Local Option Sales Tax (LOST)	\$387,512	\$4,493,260	8.62%
	Other Taxes	\$427,782	\$9,106,915	4.70%
	Building Permit & Inspection Fees	\$23,069	\$350,000	6.59%
	Fines and Forfeitures	\$33,391	\$541,845	6.16%
	Operating Transfers In-City Utilities	\$251,546	\$3,010,955	8.35%
	Other Revenues	\$296,479	\$5,465,510	5.42%
	Total Expenditures	\$1,966,907	\$26,653,300	7.38%
	Personnel Expenses	\$1,470,793	\$18,094,310	8.13%
	Operating Expenses	\$382,189	\$7,824,290	4.88%
	Capital Expenses	\$0	\$279,000	0.00%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
	Library Appropriations	\$113,925	\$455,700	25.00%
Water & Sewer Fund	Total Revenues	\$1,971,268	\$45,330,345	4.35%
	Water Sales	\$1,197,886	\$11,825,000	10.13%
	Sewer Sales	\$705,369	\$6,480,000	10.89%
	Bond Proceeds		\$25,600,000	0.00%
	Use of Reserves		\$844,845	0.00%
	Prior Year Capacity Fees		\$0	#DIV/0!
	Other Revenues	\$68,013	\$580,500	11.72%
	Total Expenditures	\$837,504	\$45,330,345	1.85%
	Personnel Expenses	\$287,191	\$4,143,850	6.93%
	Operating Expenses	\$154,810	\$4,619,210	3.35%
	Capital Expenses	\$0	\$30,870,000	0.00%
	Transfer To General Fund	\$185,705	\$2,077,820	8.94%
	Debt Payments	\$209,798	\$3,619,465	5.80%
Gas Fund	Total Revenues	\$1,506,996	\$28,847,030	5.22%
	Gas Sales	\$1,328,783	\$23,174,055	5.73%
	Gas Commodity Charge	\$124,682	\$2,017,920	6.18%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$53,531	\$976,810	5.48%
	Use of Reserves	\$0	\$2,678,245	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,347,392	\$28,847,030	4.67%
	Personnel Expenses	\$168,308	\$2,265,130	7.43%
	Operating Expenses	\$67,588	\$1,747,450	3.87%
	Purchase of Natural Gas	\$822,937	\$16,892,575	4.87%
	Transfer to General Fund	\$255,902	\$3,070,825	8.33%
	Debt Service		\$778,365	0.00%
	Capital Expenses	\$32,657	\$4,092,685	0.80%

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	Description	7/31/2019	FY 2020 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$4,386,184	\$47,128,390	9.31%
	Electric Sales	\$4,287,011	\$45,760,995	9.37%
	Other Revenues	\$99,173	\$1,367,395	7.25%
	Total Expenses	\$3,862,569	\$47,128,390	8.20%
	Personnel Expenses	\$187,535	\$2,557,110	7.33%
	Operating Expenses	\$70,008	\$1,629,795	4.30%
	Purchase of Electricity	\$3,339,353	\$38,970,235	8.57%
	Capital Expenses	\$42,286	\$1,265,410	3.34%
	Transfer to General Fund	\$223,387	\$2,705,840	8.26%
Stormwater Fund	Total Revenues	\$127,740	\$1,528,800	8.36%
	Stormwater Revenues	\$125,385	\$1,482,800	8.46%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$2,355	\$10,000	23.55%
	Proceeds from Capital Leases	\$0	\$36,000	0.00%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$85,381	\$1,528,800	5.58%
	Personnel Expenses	\$58,562	\$794,345	7.37%
	Operating Expenses	\$25,631	\$618,920	4.14%
	Capital Expenses	\$1,188	\$115,535	1.03%
Solid Waste Fund	Total Revenues	\$233,744	\$2,978,000	7.85%
	Refuse Collections Revenues	\$227,984	\$2,774,000	8.22%
	Other Revenues	\$5,760	\$49,000	11.76%
	Proceeds From Capital Leases	\$0	\$155,000	0.00%
	Total Expenses	\$135,765	\$2,978,000	4.56%
	Personnel Expenses	\$92,487	\$1,298,360	7.12%
	Operating Expenses	\$43,278	\$1,524,640	2.84%
	Capital Expenses	\$0	\$155,000	0.00%
Fiber Optics Fund	Total Revenues	\$189,061	\$2,218,200	8.52%
	Fiber Optics Revenues	\$161,901	\$2,004,000	8.08%
	GIS Revenues	\$9,325	\$113,200	8.24%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$17,835	\$101,000	17.66%
	Total Expenses	\$79,936	\$2,218,200	3.60%
	Personnel Expenses	\$53,341	\$714,740	7.46%
	Operating Expenses	\$25,929	\$884,140	2.93%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$666	\$15,305	0.00%
	Capital Expenses	\$0	\$604,015	0.00%

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Cash Position

	6/30/19	7/31/19	8/31/19	9/30/19	10/31/19	11/30/19	12/31/19
Total Unrestricted Cash Balance	\$40,251,710.03	\$38,457,488.24					
Total Restricted Cash Balance	\$181,919,991.66	\$182,495,420.52					

Cash Position	1/31/20	2/28/20	3/31/20	4/30/20	5/31/20	6/30/20
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Total Unrestricted Cash Balance
Total Restricted Cash Balance

Highlights for the Month of July 2019:
Unrestricted cash decreased due to decreases in the General, Gas, Property and Casualty, and Garage funds, and were offset by increases in the Water, Stormwater, Electric, Solid Waste and Fiber funds.
Restricted cash increased due to increased cash in the DEA, Hotel-Motel, Motor Vehicle, CBA, Debt Service, and Pension funds. However, the following funds had decreases to their cash accounts: GO Parks & Recreation and SPLOST 2014 funds.