



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 – 6/20/2019
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. June 6, 2019 (Pages 1 - 30)

[Attachments](#)

B. Budget

1. Budget Ordinance for the Fiscal Year 2019-20 (Pages 31 - 34)

[Attachments](#)

C. Second Reading of Ordinances

1. Amendment to the Utilities Ordinance Regarding Gas Rates (Pages 35 - 41)

[Attachments](#)

2. Amendment to Utilities Ordinance Regarding Water/Sewer Rates (Pages 42 - 48)

[Attachments](#)

D. Contracts/Agreements

1. Contracts for Performing Services (Pages 49 - 88)

[Attachments](#)

E. First Reading of Ordinances

1. Alcohol Control Board - Establishment and Composition (Pages 89 - 91)

[Attachments](#)

F. Public Hearing - 1st Reading of Zoning/Annexation Requests

1. SU19-03: Special Use Permit for Religious Institution. Applicant: Four Points Church (Pages 92 -111)

[Attachments](#)

2. Z19-01: Rezone 212+/- Acres from R-20 to R-10 for Single Family Detached Development Along Belmont Drive in Carter Grove. Applicant: Avanti Properties Group(Pages 112 - 130)

[Attachments](#)

3. Z19-03: Rezone 4.18+/- acres from G-C to H-I. Applicant: Tilley Properties Inc. (Pages 131 - 157)

[Attachments](#)

4. Z19-04: Rezone 7.28+/- acres from H-I/ MN to H-I. Applicant: Tilley Holdings LLC (Pages 158 - 172)

[Attachments](#)

G. Contracts/Agreements

1. Annual Software Maintenance for CityView Software (Pages 173 - 174)

[Attachments](#)

2. Public Art Under Bridge (Pages 175 - 178)

[Attachments](#)

3. Rotary Club of Etowah for July 4, 2019 Celebration (Pages 179 - 187)

[Attachments](#)

4. Legends Sports Media Contract (Pages 188 - 194)

[Attachments](#)

5. Website Company Renewal and Redesign (Pages 195 - 196)

[Attachments](#)

6. Crowdstrike Services Agreement (Page 197)

[Attachments](#)

H. Bid Award/Purchases

1. Property and Casualty Insurance Renewal (Pages 198 - 199)

[Attachments](#)

2. NCI Fiber Installation (Pages 200 - 203)

[Attachments](#)

3. CDW-G Software Purchase (Pages 204 - 206)

[Attachments](#)

4. Acceptance of Bids for Sale of Fire Station #3 Property, 1220 Hwy 113 (Page 207)

[Attachments](#)

5. D&C Restock 2019_02 (Pages 208 - 212)

[Attachments](#)

6. Wash Water Tank Replacement (Pages 213 - 217)

[Attachments](#)

I. Monthly Financial Statement

1. April 2019 Financial Report (Pages 218 - 222)

[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
6/20/2019 7:00:00 PM
June 6, 2019

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been prepared by staff and are recommended for your approval with any modifications you may have.
City Manager's Remarks:	The minutes are recommended for Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 June 6, 2019
 6PM. – Work Session
 7PM. – Council Meeting

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Hodge.

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

Absent: Jayce Stepp, Ward Two; Gary Fox, Ward Five

II. Regular Agenda

A. Council Meeting Minutes

1. May 16, 2019

A motion to approve the May 16, 2019 City Council Meeting Minutes as presented was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

B. Appointments

1. Alcohol Control Board

Randy Mannino stated the terms of 3 Alcohol Control Board members expire this month. These are at large appointments with 3-year terms. Christine Brown, Ric Napps and Rick Kollhoff are willing to continue to serve if re-appointed. Their new terms will expire June 3, 2022.

Motion to approve the recommended Board Members for another term was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

2. Board of Zoning Appeals

Mr. Mannino stated the terms of the Ward 1 appointment, Kevin McElwee, Ward 3 appointment, Patrick Murphy, Ward 4 appointment, Malcolm Cooley and Ward 5 appointment, Linda Brunt all expire in June. All of these members are willing to continue serving if re-

appointed. These are four year appointments and their new terms will expire June 1, 2023.

Motion to approve the recommended Board Members for another term was made by Council Member Roth and seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

3. Development Authority of Cartersville

Tamara Brock, City Manager stated Mike Fields, Brian Edwards and Beth Tilley are willing to serve another term on the Development Authority of Cartersville if reappointed. Their new terms will expire May 11, 2023.

Motion to approve the recommended Board Members was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 4-0.

4. Etowah Area Consolidated Housing Authority

Ms. Brock stated Lehmann Smith has agreed to serve another five-year term on the Etowah Area Consolidated Housing Authority if reappointed. Mr. Smith's new term will expire on April 1, 2024.

Motion to approve the recommended Board Member Lehmann Smith was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

C. Resolutions

1. Voiding Certificate of Dedication

Keith Lovell, City Attorney stated this resolution voids the Certificate of Dedication for the Brentwood Senior Development, and it is recommended for your approval.

Motion to approve voiding the Certificate of Dedication was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

RESOLUTION NO: _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, VOIDING THE CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT WITH BRENTWOOD SENIOR I, LP

WHEREAS, on May 16, 2019, the Certificate of Dedication and Maintenance Agreement between the City and Brentwood Senior I, LP for the Brentwood Senior Development was signed and accepted by the City, a copy of which is attached hereto; and

WHEREAS, on March 26, 2019 Brentwood Senior I, LP for the Brentwood Senior Development provided the City with a Maintenance Bond for a period of eighteen months for the water and sewer at the Brentwood Senior Development; and

WHEREAS, on May 9, 2019, an Easement was filed providing the City with the necessary easement for the water and sanitary sewer utilities at the Brentwood Senior Development; and

WHEREAS, the Brentwood Senior Facility is within the County and not the City, and the Certificate of Dedication and Maintenance Agreement is not proper or necessary and should be voided, as the proper instruments for this development, the Easement and Maintenance Bond are in place.

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

that the Mayor and City Council of the City of Cartersville void the Certificate of Dedication and Maintenance Agreement with Brentwood Senior I, LP for the Brentwood Senior Development.

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

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

ATTEST:

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

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

1. File AZ19-02

Randy Mannino, Planning and Development Department Head stated Steeden Preferred Properties, LLC has submitted an application for the Annexation and Zoning of a property located at 232 Euharlee Road. The property is proposed to be rezoned from Unincorporated A-1 (Agriculture) to R-20 (Single Family Residential). Said property contains approximately 9.7 acres. 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).

Zoning Public Hearing: Steve Nunley came forward to speak for the application.

Annexation Public Hearing: No one came forward.

A motion to approve File AZ19-02 annexation was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

A motion to approve File AZ19-02 rezoning was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

Please see Exhibit A for 232 Euharlee Rd plat.

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

Petition No. AZ19-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Steeden Preferred Properties, LLC. Property is located at 232 Euharlee Road. Said property contains 9.7 acres located in the 4th District, 3rd Section, Land Lot 639 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 16th day of May 2019.

ADOPTED this 6th day of June 2019. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

Petition No. AZ19-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Steeden Preferred Properties, LLC. Property is located at 232 Euharlee Road. Said property contains 9.7 acres located in the 4th District, 3rd Section, Land Lot 639 as shown on the attached plat Exhibit "A". Property is hereby rezoned from County A-1 (Agriculture) to R-20 (Single-Family Residential) with the following conditions: limiting the property to a total of 3 lots. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 16th day of May 2019.

ADOPTED this 6th day of June 2019. Second Reading.

/s/ _____
Matthew J. Santini
Mayor
ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

E. Second Reading of Ordinances

1. Alcohol Ordinance Amendments

Mr. Mannino stated the proposed alcohol ordinance amendments will allow for the on-site consumption and packaged sales of malt beverages and wine without meeting the food sales requirement. Said amendments only pertain to the Downtown Business District, and restrict the total wine and malt beverage sales to no more than 35% of the establishments' annual gross revenues.

The Alcohol Control Board (ACB) did hear a similar version of said amendments at their March 13, 2019 board meeting in conjunction with proposed amendments affecting "Cigar Bar"

guidelines. The ACB did move forward with the Cigar Bar amendments, but noted they were not ready to proceed with the other changes.

Motion to approve the alcohol ordinance amendments was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

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 4 – ALCOHOLIC BEVERAGES. ARTICLE I. – IN GENERAL. DIVISION 1. – GENERALLY. SECTION 4-1. – DEFINITIONS is hereby amended by deleting the definition of Wine Specialty Shop contained therein, and replacing it as follows:

1. Sec. 4-1. – Definitions.

Wine and Craft Beer Specialty Shop means a retail establishment that provides malt beverages and wine for on-premises consumption and off-premises consumption as regulated and defined by Section 4-59(6).

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 and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

**_____
MATTHEW J. SANTINI, MAYOR**

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

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 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 2. – APPLICATION AND ISSUANCE. SECTION 4-59. – POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS is hereby amended by amending the existing paragraph (a) only and creating a new paragraph (a)(6) and (b) for said Section (4-59) and adding it as follows:

1. Sec. 4-59. - Pouring licenses limited to certain establishments.

(a) No application for a pouring license shall be considered from, and no license shall be granted to an applicant whose premises for a pouring outlet is anything other than a restaurant, hotel, motel, private club, lounge, retail cigar shop, store, or supermarket as defined in this chapter. It is the intention of this division that wine and malt beverages for consumption on the premises be sold only at bona fide restaurants, hotels, motels, private clubs, retail cigar shops, wine and craft beer specialty shops, and supermarkets under the restrictions herein set out, and not at walk-in bars or sham establishments, as follows:

(6) Specialty Shop as defined in the Code, may be issued an on-premises consumption and package license for the sale of malt beverages and wine without meeting the requirements that forty-five (45%) percent of its gross annual sales be derived from the sale of prepared meals or food, pursuant to the following:

a. No less than sixty-five (65%) percent of the annual gross revenue shall be derived from the sale of non-alcoholic retail goods and merchandise, and no more than thirty-five (35%) percent of its annual gross revenues shall be derived from the sale of malt beverage and wine for on-premises consumption and off-premises package sales.

b. Said establishment shall not be required to meet the requirement that forty-five (45%) percent of its annual gross sales shall be derived from the sale of prepared meals or food.

c. Free samples of wine shall not exceed one and one half (1.5) ounces nor shall any individual be offered more than three (3) samples within a calendar day.

d. Sampling or tasting of wine is only permitted within a designated area of the establishment, as indicated on their application.

**e. Craft beer is defined as beer produced by the following:
Beer having an Annual production of 6 million barrels of beer or less.
Or if less than 25 percent of the craft brewery is owned or controlled (or equivalent economic interest) by a beverage alcohol industry member that is not itself a craft brewer.**

f. Said establishments are only allowed in the Downtown Business District.

(b) Reporting Requirements.

(1) All establishments licensed under this Chapter shall be required by November 1 of each calendar year to turn in third quarter reports which at a minimum indicate the percentage of alcohol sales on-premises and off-premises, including food, retail, and other required categories of its gross revenues.

(2) The Director of Planning and Development or his designee shall review the gross income figures from each establishment which shall provide such information at the end of the third quarter of each calendar year, and at any other time requested to do so by the

Director of Planning and Development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the Alcohol Control Board.

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 and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

F. Budget

1. Budget Ordinance for the Fiscal Year 2019-20

Mr. Rhinehart stated based on recommended changes from the Council regarding the budget presentation made on May 14, 2019, the fiscal year 2019-20 budget ordinance is being proposed. The proposed budget is a balanced budget and decreased \$17,859,190 over the fiscal year 2018-19 budget and equates to a 9.75% decrease. The proposed budget includes salary adjustments in all departments, a 1.0 mill increase in the City's property tax millage rate, an increase in staff, an increase in health insurance premiums for both the city and the employees, an increase in the city residential water and sewer rates, a decrease in the out of the city residential sewer rates, an increase in the monthly base water and sewer rates, an increase in fire service monthly charges for all pipe sizes, an increase in surcharges for high strength waste, and an increase in the gas base monthly rates.

Budget comparison by type for the FY 2020 proposed budget compared to the FY 2019 budget include: personnel expenses increase by \$1,706,965 (salary adjustments, increase in pension cost, and health insurance premiums); operating expenses increased \$1,287,800; purchase of commodities decreased by \$1,806,610; BID tax expenses decreased by \$9,725; debt service expenses decreased \$1,918,030; capital expenses increased \$925,815 (increase in water and sewer capital expenses, and decrease in gas capital expenses), and transfers to the general fund remain the same. Approval of the proposed FY 2019-20 budget as presented was recommended.

This is a first reading and does not require a vote until the second reading.

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2019 – 2020 budget.

2019 - 2020 Budget Summary

General Fund	Revenues	Expenditures
Revenues	\$26,655,300	
Expenditures:		
Legislative		\$ 1,672,070
Administration		\$ 1,162,355
Finance Dept.		\$ 1,343,285
Customer Service Dept.		\$ 780,170
Police		\$ 6,129,280
Fire		\$ 7,545,010
Municipal Court		\$ 308,275
Public Works		\$ 2,568,170
Recreation		\$ 3,762,450
Planning & Development		\$ 1,171,600
Downtown Development Authority		\$ 212,635
Special Revenue Funds		
GO Park Bonds Series 2014	\$ 964,000	\$ 964,000
SPLOST – 2003	\$ 100,000	\$ 100,000
SPLOST – 2014	\$ 2,770,000	\$ 2,770,000
SPLOST - 2020	\$ 1,200,000	\$ 1,200,000
DEA	\$ 330,680	\$ 330,680
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,030,000	\$ 1,030,000
Motor Vehicle Rental Tax	\$ 95,000	\$ 95,000
Grant Funds	\$ 2,384,070	\$ 2,384,070
Business Improve Dist Tax	\$ 23,275	\$ 23,275
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 182,000	\$ 182,000

Enterprise Funds

Fiber Optics	\$ 2,218,200	\$ 2,218,200
Electric	\$47,128,390	\$47,128,390
Gas	\$28,847,030	\$28,847,030
Solid Waste	\$ 2,978,000	\$ 2,978,000
Stormwater	\$ 1,528,800	\$ 1,528,800
Water & Sewer	\$45,330,345	\$16,142,550
Water Pollution Control Plant		\$23,497,130
Water Treatment Plant		\$ 5,690,665
 Internal Service Fund		
Garage	\$ 1,511,065	\$ 1,511,065

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ____ day of June 2019. First Reading.
ADOPTED this ____ day of June 2019. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

G. First Reading of Ordinances

1. Amendments to the Utilities Ordinance Regarding Gas Rates

Tom Rhinehart, Finance Department Head stated the Gas Department has proposed an increase to the fixed monthly base rates for all customers as the last adjustment was in July 2015. The increase will allow the Gas Department to continue maintaining the existing gas infrastructure as well as update/expand the system to fulfill the needs of existing and future customers.

The proposed increases are as follows: Residential customers increase from \$10/month to \$15/month; Commercial customers increase from \$15/month to \$20/month. The proposed gas rate increases beginning July 1, 2019 is recommended for approval

This is a first reading and does not require a vote until the second reading.

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby amended by making the following amendments to **CHAPTER 24. UTILITIES. ARTICLE II. RATES, CHARGES, BILLING AND COLLECTION PROCEDURES.** Section 24-221 - Gas system firm rate schedule - Residential, Section 24-222 - Same – Commercial, Section 24-223 – Same – Industrial, Section 24-224 – Gas system transport rate schedule – Industrial, and Section 24-225 – Gas system interruptible rate schedule - Industrial are hereby amended by deleting Section 24-221, Section 24-222, Section 24-223, Section 24-224, Section 24-225, and Section 24-231, Paragraph (h) in their entirety and replacing them as follows:

- **Sec. 24-221. - Gas system firm rate schedule—Residential.**
 - (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
 - (b) *Code 40 - firm - residential - year round (water heater).*
Applicability. This rate is applicable to all residential customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

- (c) *Code 40A - firm - residential (excess flow valve) - year round (water heater).*
Applicability. This rate is applicable to all residential customers with year round consumption and an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
Monthly maintenance charge	5.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(d) Code 47 - firm residential - heat only.

Applicability. This rate is applicable to all residential customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
All consumption @	0.20
Plus PGCI	

(e) Code 47A - firm residential - (excess flow valve) heat only.

Applicability. This rate is applicable to all residential customers that do not have year round consumption and have an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
Monthly maintenance charge	5.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99; Ord. No. 21-09, § 1, 3-19-09)

- Sec. 24-222. - Same—Commercial.**

(a) Availability. Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) Code 41 - firm - commercial - year round (Water heater).

Applicability. This rate is applicable to all commercial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(c) Code 48 - Firm - Commercial Heat Only.

Applicability. This rate is applicable to all commercial customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94)

(d) Code 41A - firm - commercial (excess flow valve and/or curb valve)-year-around (Water heater).

Applicability. This rate is applicable to all commercial customers with year round consumption and an excess flow valve/or curb valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
Monthly maintenance charge....	5.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(e) **Code 48A - Firm - Commercial (excess flow valve and/or curb valve) Heat Only.**

Applicability. This rate is applicable to all commercial customers that do not have year-round consumption and have an excess flow valve and/or curb valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
Monthly maintenance charge....	5.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94; Ord. No. 16-15, 6-18-15; Ord. No. 10-17, § 1, 4-20-17)

• **Sec. 24-223. - Same—Industrial.**

(a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) **Code 42 - firm - industrial - heat only.**

Availability. Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(c) **Code 42 - firm - industrial - heat only.**

Applicability. This rate is applicable to all industrial customers that have winter heating requirements. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
All consumption @	0.20
Plus PGCI	

(d) **Code 43 - Firm - Industrial Process.**

Applicability. This rate is applicable to all industrial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 100 decatherms @	1.31
All over 100 decatherms @	0.95

Plus PGCI	
During cold weather months of October through April, all gas over the summer average (June, July, August) will be \$2.00/decatherm. (Ord. No. 17-94, 5-12-94)	

• Sec. 24-224. - Gas system transport rate schedule—Industrial.

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 44 - Small Transport.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using less than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGCIH	

(c) *Code 46 - large transport.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345
All over 300,000 decatherms @	0.14
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGCIH	

(d) *Code 49 - industrial incentive.*

Applicability. This rate is applicable to all customers with a minimum average consumption of three thousand (3,000) decatherms per day and using more than one

hundred thousand (100,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly Service Charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGC III	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99)

• **Sec. 24-225. - Gas system interruptible rate schedule—Industrial.**

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 45 - interruptible.*

Applicability. This rate is applicable to all industrial customers with a minimum consumption of one hundred (100) decatherms per day. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Plus PGCH	

- (c) *Code 45A - interruptible asphalt manufacturing facility.*

Applicability. This rate is applicable to all asphalt manufacturing facilities. All gas must be purchased from the City of Cartersville. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.178/DT
Plus PGCH	

It is the intention of the city council and it is hereby ordained that the provisions of Ordinance No. 17-94 shall become and be made part of the Code and the sections of said ordinance may be renumbered to accomplish such intention.

(Ord. No. 17-94, 5-12-94; Ord. No. 38-09, § 1, 6-2-09)

Secs. 24-226, 24-227. - Reserved.

Secs. 24-231.- Generally, Paragraph (h)

h) A capital improvement charge of \$0.0178/therm shall be applied to all purchased gas costs.

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 or alphabetized to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

First Reading this the day of.

ADOPTED this the day of. Second Reading.

**/s/ _____
Matthew J. Santini
Mayor**

ATTEST:

**/s/ _____
Meredith Ulmer
City Clerk**

2. Amendment to Utilities Ordinance Regarding Water/Sewer Rates

Mr. Rhinehart stated the proposed fiscal year 2019-20 budget includes several changes in the Water and Sewer Fund rates to address the maintenance and capital issues of the water fund. First, residents inside the city limits will have a 5% increase to the base tier rate, from \$9.45/month to \$9.92/month. This will be an increase of \$2.73 per month for the average residential customer based on 7,000 gallons consumed. Second, the budget proposes a 4% decrease to the sewer rate for residents outside the city limits. The current charge is \$4.15/month and the new proposed amount is \$3.98/month. Third, the budget proposes a 5% increase in the fire service monthly charges for all pipe sizes. Finally, the budget proposes an increase in the surcharge for high strength waste. This fee increase is due to the cost to treat waste water and the city has not increased this fee since 1999.

With these proposed increases in the water and sewer rates, the City of Cartersville

residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2019.

This is a first reading and does not require a vote until the second reading.

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 24. UTILITIES. ARTICLE III. EXTENSIONS Section 24-44 CHARGES (h) and (i), ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE and Section 24-147 SEWAGE RATES** is hereby amended by deleting said Section 24-44 paragraphs (h) and (i), Section 24-64 and Section 24-147 in their entirety and replacing them with the following:

1.

Sec. 24-44. - Charges.

(h) Wastewater discharges between three hundred (300) mg/L and eight hundred fifty (850) mg/L of BOD will be assessed a surcharge. Enforcement shall be initiated for BOD discharges exceeding eight hundred fifty (850) mg/L. Wastewater discharges between three hundred (300) mg/L and one thousand five hundred (1,500) mg/L of TSS will be assessed a surcharge. Enforcement shall be initiated for TSS discharges exceeding one thousand five hundred (1,500) mg/L.

(1) BOD

a.	0—300 mg/l	0.00/lb.
b.	301—850 mg/l	0.45/lb.
c.	851 mg/l	0.45/lb. plus enforcement

(2) TSS

a.	0—300 mg/l	0.00/lb.
b.	301—1,500 mg/l	0.25/lb.
c.	1,501 mg/l	0.25/lb.

		plus enforcement
--	--	-------------------------

(3) These became effective on July 1, 2019.

- (i) For samples with an average COD value that is greater than two and one-half (2.5) times average BOD surcharges will be based on COD. For samples with an average COD value that is less than two and one-half (2.5) times average BOD, surcharges will be based BOD. Wastewater discharges between seven hundred fifty (750) mg/l and two thousand five hundred (2,500) mg/l will be assessed a surcharge on COD as applicable. Enforcement shall be initiated in addition to surcharge for discharges exceeding two thousand five hundred (2,500) mg/l.**

(1) COD

a.	0—750 mg/l	0.00/lb.
b.	750—2,500 mg/l	0.20/lb.
c.	2,501 mg/l	0.20/lb. plus enforcement

2.

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
(1) Minimum bill according to meter size:		
(i) 5/8" or 3/4"	\$ 9.92	\$ 16.67
(ii) 3/4" full flow	\$ 14.89	\$ 24.27
(iii) 1"	\$ 23.16	\$ 39.43
(iv) 1 ¼" or 1 ½"	\$ 46.31	\$ 72.79
(v) 2"	\$ 89.31	\$150.13
(vi) 4"	\$165.39	\$293.43
(vii) 6"	\$258.00	\$424.62
(viii) 8"	\$330.78	\$586.88
(2) Plus consumption as follows:		
(i) Residential Meters	\$2.05/100 cu. ft.	\$3.76/100 cu. ft.
(a) 0 – 8 consumptions per month	\$3.08/100 cu. ft.	\$3.86/100 cu. ft.
(b) 9 – 14 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(c) 15 – 19 consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(d) 20 + consumptions per month		

(ii) Apartments, Multiples & Commercial Meters	\$3.37/100 cu. ft.	\$4.57/100 cu. ft.
(iii) Irrigation System Meters	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(iv) Industrial and All Other Meters	\$2.05/100 cu. ft.	\$3.76/100 cu. ft.

(b.) Sewage Monthly Billing	City	Outside City
(1) Minimum bill according to meter size:		
(i) 5/8" or 3/4"	\$ 9.92	\$ 9.92
(ii) 3/4" full flow	\$ 14.89	\$ 14.89
(iii) 1"	\$ 23.16	\$ 23.16
(iv) 1 ¼" or 1 ½"	\$ 46.31	\$ 46.31
(v) 2"	\$ 89.31	\$ 89.31
(vi) 4"	\$165.39	\$165.39
(vii) 6"	\$258.00	\$258.00
(viii) 8"	\$330.78	\$330.78
(2) Plus consumption	\$2.25/100 cu. ft.	\$3.98/100 cu. ft.

(c.)	Tap Fees—Prior to the issuance of a tap, the following fees are required:				
(1)	(in inches)	Water Tap Inside City	Water Tap Outside City	Sewer Tap Inside City	Sewer Tap Outside City
(i)	¾	\$1,100.00	\$1,200.00	\$950.00	\$1,200.00
(ii)	1	1,200.00	1,400.00	1,000.00	1,300.00
(iii)	1½	2,200.00	2,400.00	1,150.00	1,600.00
(iv)	2	2,500.00	2,700.00	1,200.00	1,900.00
(v)	4	3,000.00	3,200.00	1,775.00	3,050.00
(vi)	6	3,500.00	3,700.00	2,150.00	3,800.00
(vii)	8	4,000.00	4,200.00	2,620.00	4,740.00
(viii)	Multi-unit, per unit	1,100.00	1,200.00	950.00	1,200.00

(2) Other provisions:

(i) For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.

(ii) If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d.)	Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.		
(1)	<i>Water Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>
(i)	$\frac{3}{4}$	\$1,020.00	\$930.00
(ii)	1	\$1,700.00	\$1,540.00
(iii)	$1\frac{1}{2}$	\$3,500.00	\$3,090.00
(iv)	2	\$5,590.00	\$4,940.00
(v)	3	N/A	\$7,410.00
(vi)	4	\$10,100.00	\$9,030.00
(vii)	6	\$15,600.00	\$14,450.00
(viii)	8	\$20,280.00	\$18,780.00
(ix)	multi-unit/per unit	\$1,020.00	\$930.00
(2)	<i>Sewer Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>
(i)	$\frac{3}{4}$	\$1,300.00	\$1,260.00
(ii)	1	\$2,160.00	\$2,520.00
(iii)	$1\frac{1}{2}$	\$4,320.00	\$4,030.00
(iv)	2	\$6,910.00	\$8,050.00
(v)	3	N/A	\$10,040.00
(vi)	4	\$13,470.00	\$13,050.00
(vii)	6	\$20,200.00	\$19,580.00
(viii)	8	\$26,260.00	\$25,454.00
(ix)	multi-unit/per unit	\$1,300.00	\$1,260.00

(3) Other provisions:

(i) Apartments and hotels per unit calculations.

(a) All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees.

(b) All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent):

- (1) Restaurant;
- (2) Lounge;
- (3) Car wash;
- (4) Lobby;
- (5) Full kitchen (not part of restaurant);
- (6) Linen Laundry;
- (7) Guest Laundry;
- (8) Swimming Pool.

(ii) Assisted Living Facility, Nursing Home, and Hospital per unit calculations.

(a) All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees.

(b) All patient rooms without refrigerator and stove are to be calculated as one-half unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility, or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent):

- (1) Restaurant;
- (2) Lounge;
- (3) Car wash;
- (4) Lobby/Waiting Room;
- (5) Full kitchen (not part of restaurant);
- (6) Linen Laundry;
- (7) Guest Laundry;
- (8) Swimming Pool.

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
(1) In Inches:		
(i) 2	\$ 20.55	\$ 37.67
(ii) 4	\$ 30.83	\$ 56.51
(iii) 6	\$ 41.09	\$ 75.36

(iv) 8	\$ 82.18	\$150.71
(v) 10	\$205.44	\$376.77
(vi)12	\$308.18	\$565.15

(f.)	Fire hydrant flow test.	City	Outside City
		\$250.00	\$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

3.

Sec. 24-147. Reserved.

4.

This Ordinance shall become effective on July 1, 2019.

5.

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 alphabetized accordingly and 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

H. Contracts/Agreements

1. MOU with DCA for Main Street Program

Lillie Read, Downtown Development Manager stated this is an annual renewal for participation in the Main Street Program as an accredited Main Street Community. This will be our 32nd year as a Main Street Community. Staff recommends approval of this MOU.

A motion to approve MOU with DCA for Main Street Program was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 4-0.

2. Adairsville Intergovernmental Agreement

Tommy Sanders, Public Works Department Head stated this Intergovernmental Agreement with the City of Adairsville allows for the City of Cartersville Public Works to perform street sweeping of approximately 28 lane miles of GDOT routes within the corporate limits of the City of Adairsville once every four months. The City of Adairsville has agreed to reimburse the City of Cartersville for our costs, which are outlined in the agreement.

Public Works recommends approval of this IGA pending the approval of this IGA by the City of Adairsville on June 13, 2019.

A motion to approve Adairsville Intergovernmental Agreement was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

I. Bid Award/Purchases

1. Garbage Truck Repair

Mr. Sanders stated the Garage sent the Automated Side Loader Garbage Truck to CES, INC. in Austell for a rebuild of the Python Arm that reaches out and retrieves and dumps the curbies. This is normal wear and tear and is expected about every three years of service. The total costs are \$10,220.35 and CES is the sole source because they are the manufacturer's local shop for repairs to this equipment. This is a budgeted item that is recommended for approval.

A motion to approve Garbage Truck Repair was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

2. Landscape Maintenance Services

Mr. Sanders stated opened bids for the landscape maintenance/mowing of the property at 155 Old Mill Road on 5/23/19. The City had 5 bidders and the low bid was Appalachian Landscape, Cartersville, GA for \$810 per mowing event. We predict approximately 22 mowing events per year so the annual amount could be up to \$17,820.

For budgetary purposes, the bidders bid on the mowing area for the Recreation Department and Gas Department with the amounts being \$425 and \$385 per event respectively.

This item is addressed in the proposed budget and is recommend for your approval.

A motion to approve Landscape Maintenance Services was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

3. Barracuda Support Renewal

Dan Porta, Assistant City Manager stated this is a budgeted support renewal for our web filter that protects our users while visiting websites and our Barracuda SSL VPN appliance that the City uses for remote network connections. Approval is recommended of this annual renewal in the amount of \$9,121.20.

Motion to approve the Barracuda Support Renewal was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

4. CNP Technologies Network Core Switches Renewal

Mr. Porta stated this is a budgeted support renewal for our 11 core HP network switches that control our fiber ring. This covers all warranty and support along with access to firmware. The renewal amount is \$11,589.00 and is recommended for your approval.

Motion to approve the CNP Technologies Network Core Switches Renewal was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

5. Generators and Automatic Transfer Switch

Mr. Porta stated bids were sent out for three generators and one automatic transfer switch. Generators are for the new Gas Administration building, Fuel Station and Fire Station #3. Fire Station #3 also needs an automatic transfer switch. The only bid that was received that met the bid specs was from Nixon Power as follows:

Kohler 60kw Generator - Gas Dept.	\$19,591.00
Kohler 40kw Generator - Fuel Station	\$19,237.00
Kohler 60kw Generator - Fire Station #3	\$19,591.00
Automatic Transfer Switch - Fire Station #3	\$ 4,180.00
Total Purchase Price	\$62,599.00

Each item comes with a 5 year comprehensive warranty. After 5 years, the city will place these units on an annual warranty plan that is similar to the other Kohler units that we have.

Based on the small cost difference between the 40kw and 60kw generators, Mr. Porta

recommended approval of the bid from Nixon Power with a change to purchase three 60kw generators at \$19,591.00 and the ATS for \$4,180, for a total purchase price of \$62,953.00.

Council Member Cooley made a motion to approve the purchase of the Generators and Automatic Transfer Switch and it was seconded by Council Member Wren. Motion carried unanimously. Vote: 4-0.

6. Motorola Radios Quarterly Invoice

Mr. Porta stated the new county wide Motorola radio system is fully operational and the costs to maintain this system are now being shared by all end users. The City's cost for the first quarter 2019 Motorola radios is \$11,520.36 and is recommended for Council approval.

Council Member Roth made a motion to approve the Motorola Radios Quarterly Invoice and the motion was seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

7. Dell Computer Purchase

Mr. Porta stated Several city departments have computers and peripheral equipment budgeted in the FY 2018-19 budget and Fiber Department personnel received some proposals for these purchases. Dell Corporation has submitted a complete proposal in the amount of \$21,611.00 for 20 computers, 32 monitors and 24 sound bars. We also received a proposal from Simply NUC in the amount of \$20,289.46, however this was only for 22 computers.

One of the issues that the Fiber Department has been dealing with is trying to find a company that can supply the computer equipment since Intel Corporation has a shortage on their processing chips. As of the time of the bid, Dell Corporation can supply the city the equipment that was quoted and I recommend approval of this purchase.

Council Member Roth made a motion to approve the Dell Computer Purchase and the motion was seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

8. WPCP SCADA System

Bob Jones, Water Department Head stated the Water Pollution Control Plant (WPCP) uses a Supervisory Control and Data Acquisition (SCADA) system to monitor and control certain elements of the wastewater treatment process. The system optimizes aeration schedules, monitors flow in critical areas, operates critical valves and displays needed information for operation of the plant and regulatory reporting. The system unexpectedly shut down approximately 2 weeks ago. Motorola Radios (MR) Systems was called to repair the system and was able to get it running again, but could not guarantee how long it would last. The system failed again last week.

There are multiple options available for repairing the system. They range in scope from what the City has now or to go to a fully redesigned system customized to the plant the City is

building. Mr. Jones stated he did not believe the City needed the full custom system, but would like to make some enhancements based on deficiencies of the old system. Specifically, Revision 2 would add redundant workstations, upgrade to the current version of software and revise the human machine interface (HMI) to reflect the current plant. This scope will fix the current problem and alleviate compatibility issues with the new plant.

Mr. Jones requested authorization to sole source this work to MR Systems for several reasons. MR has completed multiple projects like this for the City at both the Water Treatment Plant and WPCP. MR will be the systems integrator for the WPCP Nutrient Removal Project and can ensure compatibility between this replacement system and the additional equipment being constructed. They have supplied the attached quote in the amount of \$85,992 to complete their work. Mr. Jones recommended approval of the Motorola Radio Systems quote.

Motion to approve the WPCP SCADA System was made by Council Member Roth and seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

J. Contracts/Agreements

1. Emergency Dredge – Mud Pond

Mr. Jones stated in April of 2019, the City received a Notice of Violation from the Georgia Department of Natural Resources Environmental Protection Division (EPD) for a Total Suspended Solids (TSS) violation related to the mud pond at the Water Treatment Plant (WTP). The mud pond is used to store settleable material removed from raw water in the first step of treatment. The WTP has been storing this material in the mud pond since the plant was originally constructed in 1971.

The pond was originally constructed as a mine tailings impoundment by New Riverside Ochre. The City purchased the pond around 1988 to secure use as a residual storage site for the WTP. It is now functionally full.

City Water needs to move solids away from the outlet structure in the southeast corner of the pond to prevent future permit violations. The solids will be moved to the northwestern corner of the pond where there is sufficient depth for storage. This limited scope of work should alleviate the immediate threat of additional permit violations and buy time until the larger dredge and removal project funded by the 2018 Revenue Bond can take place. That project is tentatively scheduled for 2021.

Given the specialized nature of this work and need for expedience to avoid future violations. Mr. Jones requested approval to sole source this work to Synagro South, LLC (Synagro). Synagro has a long history of successful projects in both water and wastewater residuals management and is uniquely qualified for this exact scope of work. Synagro has submitted the attached scope of services/proposal based on review of the site and input from staff.

Mr. Jones requested a not to exceed authorization of \$85,000 to complete this work.

Council Member Cooley made a motion to approve the Emergency Dredge – Mud Pond in an amount not to exceed \$85,000 contingent upon legal approval and Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0.

2. CSX Encroachment Agreement Amendment

Mr. Jones stated on September 20, 2018 Council approved an Encroachment Agreement with CSX to allow construction of the Cook Street Manhole Project within their right-of-way (ROW). In paragraph 2.1 of the agreement, the fee to be paid was written as “FIFTEEN THOUSAND THREE HUNDRED AND 00/100 U.S. DOLLARS (\$15,300)”. An audit by CSX revealed this amount to be in error.

Because this is a joint project with Public Works where both sewer work and stormwater drainage work are being done in concert, the railroad struggled to properly review the plans. This confusion on their part spilled over to calculation of fees and the multiple iterations of fee calculations between CSX and Rindt-McDuff who designed the project.

CSX has agreed to accept the \$13,500 originally submitted and seeks to amend the language in the original contract to reflect the change. Council approval is recommended.

Motion to approve the CSX Encroachment Agreement Amendment was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote: 4-0.

Motion to add an item to the agenda was made by Council Member Roth and seconded by Council Hodge. Motion carried unanimously. Vote: 4-0.

K. Other

1. Expedited Enforcement Compliance Order

Mr. Jones presented the Proposed Expedited Enforcement Compliance Order for the City's Water Pollution Control Plant (WPCP). The Settlement Agreement in the amount of \$817 is for exceeding the permitted limit for Total Suspended Solids and for Flow during the month of February 2019.

Motion to approve the Expedited Enforcement Compliance Order was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

Added Item: Opioid Litigation

Mr. Lovell stated he recommended approval of the executive protective order by the Court. This is a request from the judge that requires all parties involved to sign the protective order and not to leak information to the media.

Motion to approve the execution of the protective order by the court was made by

Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

L. Monthly Financial Statement

1. March 2019 Financial Report

Tom Rhinehart, Finance Department Head gave the March financial report comparing 2019 to 2018.

After announcements a motion to adjourn the meeting was made by Council Member Wren and needing no second. Motion carried unanimously. Vote: 4-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini, Mayor

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk

WILELLA CALDWELL NELSON

LOCATED IN LAND LOT 639
4TH DISTRICT, 3RD SECTION,
BARTOW COUNTY, GEORGIA

THIS PROPERTY IS PARTIALLY IN A FLOOD HAZARD
AREA AS SHOWN ON FEMA FIRM PANEL NO
13015C0263H, EFFECTIVE 10/05/2018

THE FIELD DATA ON WHICH THIS PLAT IS BASED IS
ACCURATE TO ONE FOOT IN 18,572 FEET, AND WAS
ADJUSTED USING THE COMPASS RULE

ANGULAR ERROR: 04" PER ANGLE POINT

EQUIPMENT USED: LEICA TS12 ROBOTIC TOTAL STATION

PLAT CLOSURE: 1" IN 497,856.60'

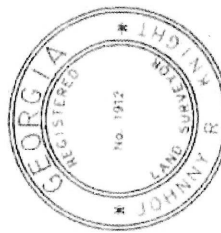
THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE
PARTIES NAMED HEREON, ALL OTHER USE SHALL BE
AT THEIR OWN RISK.

DATE OF PLAT: 02/08/2019
DATES OF FIELD WORK: 02/04/2019
02/05/2019
02/06/2019

FILE: W002194

LEGEND

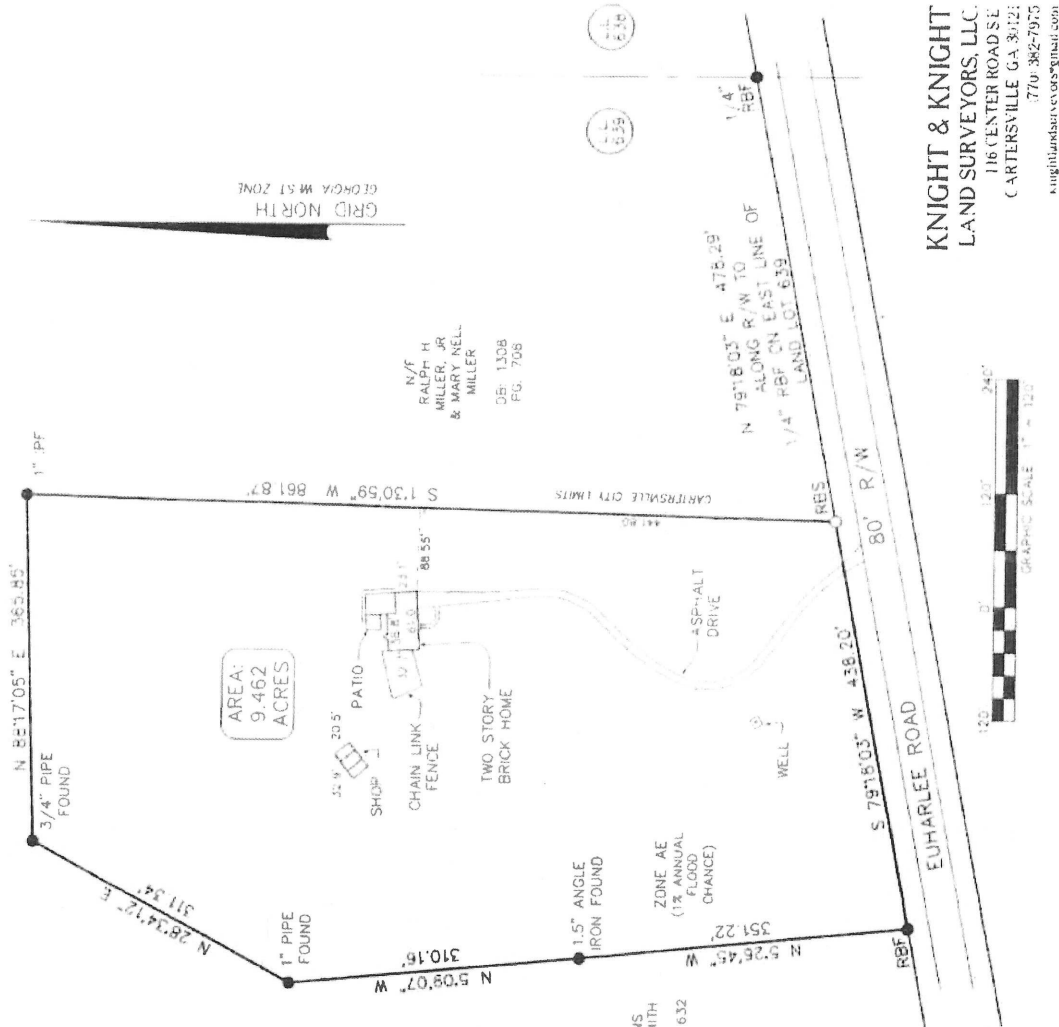
- PROPERTY CORNER
- IRON PIN SET
- PROPERTY LINE
- LAND LOT LINE
- FEMA FLOOD HAZARD AREA



AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-7,
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.

John R. Knight

JOHN R. KNIGHT, GEORGIA RLS NO 1912



KNIGHT & KNIGHT
LAND SURVEYORS, LLC
116 CENTER ROAD SE
CARTERSVILLE, GA 30121
(770) 382-7975
knightsurveyors@gmail.com



Item # 1

Item # 1



City of Cartersville

**City Council Meeting
6/20/2019 7:00:00 PM
Budget Ordinance for the Fiscal Year 2019-20**

SubCategory:	Budget
Department Name:	Finance
Department Summary Recommendation:	Based on recommended changes from the Council regarding the budget presentation made on May 14, 2019, the fiscal year 2019-20 budget ordinance is attached. The proposed budget is a balanced budget and decreased \$17,861,190 over the fiscal year 2018-19 budget and equates to a 9.75% decrease. The proposed budget includes salary adjustments in all departments, a 1.0 mill increase in the city's property tax millage rate, an increase in staff, an increase in health insurance premiums for both the city and the employees, an increase in the city residential water and sewer rates, a decrease in the out of the city residential sewer rates, an increase in the monthly base water and sewer rates, an increase in fire service monthly charges for all pipe sizes, an increase in surcharges for high strength waste, and an increase in the gas base monthly rates. Budget comparison by type for the FY 2020 proposed budget compared to the FY 2019 budget include: personnel expenses increase by \$1,706,965 (salary adjustments, increase in pension cost, and health insurance premiums); operating expenses increased \$1,285,800; purchase of commodities decreased by \$1,806,610; BID tax expenses decreased by \$9,725; debt service expenses decreased \$1,918,030; capital expenses increased \$925,815 (increase in water and sewer capital expenses, and decrease in gas capital expenses), and transfers to the general fund remain the same. One small change has been made since the first reading of the budget ordinance - a \$2,000 reduction in the outside agency funding occurred as the amount for the Cartersville Bartow Economic Development decreased. This resulted after I was informed the amount I included in the budget was incorrect. The new total budget for the general fund is \$26,653,300 instead of \$26,655,300 that was introduced at the first reading on June 6, 2019. The amended FY 2019-20 budget ordinance is attached for your review. I recommend approval of the proposed FY 2019-20 budget as amended and presented for the second reading.

City Manager's Remarks:	There have been some changes to the proposed fiscal year 2019-20 budget since the budget work session. This is the second reading of the Budget ordinance and is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2019 – 2020 budget.

2019 - 2020 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$26,653,300	
Expenditures:		
Legislative		\$ 1,670,070
Administration		\$ 1,162,355
Finance Dept.		\$ 1,343,285
Customer Service Dept.		\$ 780,170
Police		\$ 6,129,280
Fire		\$ 7,545,010
Municipal Court		\$ 308,275
Public Works		\$ 2,568,170
Recreation		\$ 3,762,450
Planning & Development		\$ 1,171,600
Downtown Development Authority		\$ 212,635
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 964,000	\$ 964,000
SPLOST – 2003	\$ 100,000	\$ 100,000
SPLOST – 2014	\$ 2,770,000	\$ 2,770,000
SPLOST - 2020	\$ 1,200,000	\$ 1,200,000
DEA	\$ 330,680	\$ 330,680
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,030,000	\$ 1,030,000
Motor Vehicle Rental Tax	\$ 95,000	\$ 95,000
Grant Funds	\$ 2,384,070	\$ 2,384,070
Business Improve Dist Tax	\$ 23,275	\$ 23,275
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 182,000	\$ 182,000

Enterprise Funds

Fiber Optics	\$ 2,218,200	\$ 2,218,200
Electric	\$47,128,390	\$47,128,390
Gas	\$28,847,030	\$28,847,030
Solid Waste	\$ 2,978,000	\$ 2,978,000
Stormwater	\$ 1,528,800	\$ 1,528,800
Water & Sewer	\$45,330,345	\$16,142,550
Water Pollution Control Plant		\$23,497,130
Water Treatment Plant		\$ 5,690,665

Internal Service Fund

Garage	\$ 1,511,065	\$ 1,511,065
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BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ____ day of June 2019. First Reading.

ADOPTED this ____ day of June 2019. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting

6/20/2019 7:00:00 PM

Amendment to the Utilities Ordinance Regarding Gas Rates

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	The Gas Department has proposed an increase to the fixed monthly base rates for all customers as the last adjustment was in July 2015. The increase will allow the Gas Department to continue maintaining the existing gas infrastructure as well as update/expand the system to fulfill the needs of existing and future customers. The proposed increases are as follows: Residential customers increase from \$10/month to \$15/month; Commercial customers increase from \$15/month to \$20/month. I recommend approval of the proposed gas rate increases beginning July 1, 2019.
City Manager's Remarks:	This is the second reading of the Gas Rate ordinance that is part of the fiscal year 2019-20 budget. There have been no changes since the first reading and it is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby amended by making the following amendments to **CHAPTER 24. UTILITIES. ARTICLE II. RATES, CHARGES, BILLING AND COLLECTION PROCEDURES.** Section 24-221 - Gas system firm rate schedule - Residential, Section 24-222 - Same – Commercial, Section 24-223 – Same – Industrial, Section 24-224 – Gas system transport rate schedule – Industrial, and Section 24-225 – Gas system interruptible rate schedule - Industrial are hereby amended by deleting Section 24-221, Section 24-222, Section 24-223, Section 24-224, Section 24-225, and Section 24-231, Paragraph (h) in their entirety and replacing them as follows:

- Sec. 24-221. - Gas system firm rate schedule—Residential.

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 40 - firm - residential - year round (water heater).*
Applicability. This rate is applicable to all residential customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

- (c) *Code 40A - firm - residential (excess flow valve) - year round (water heater).*
Applicability. This rate is applicable to all residential customers with year round consumption and an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
Monthly maintenance charge	5.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

- (d) *Code 47 - firm residential - heat only.*

Applicability. This rate is applicable to all residential customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
All consumption @	0.20
Plus PGCI	

(e) **Code 47A - firm residential - (excess flow valve) heat only.**

Applicability. This rate is applicable to all residential customers that do not have year round consumption and have an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
Monthly maintenance charge	5.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99; Ord. No. 21-09, § 1, 3-19-09)

• **Sec. 24-222. - Same—Commercial.**

(a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) **Code 41 - firm - commercial - year round (Water heater).**

Applicability. This rate is applicable to all commercial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(c) **Code 48 - Firm - Commercial Heat Only.**

Applicability. This rate is applicable to all commercial customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94)

(d) **Code 41A - firm - commercial (excess flow valve and/or curb valve)-year-around (Water heater).**

Applicability. This rate is applicable to all commercial customers with year round consumption and an excess flow valve/or curb valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
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Monthly maintenance charge....	5.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGC	

(e) **Code 48A - Firm - Commercial (excess flow valve and/or curb valve) Heat Only.**

Applicability. This rate is applicable to all commercial customers that do not have year-round consumption and have an excess flow valve and/or curb valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
Monthly maintenance charge....	5.00
All consumption @	0.20
Plus PGC	

(Ord. No. 17-94, 5-12-94; Ord. No. 16-15, 6-18-15; Ord. No. 10-17, § 1, 4-20-17)

- **Sec. 24-223. - Same—Industrial.**

(a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) **Code 42 - firm - industrial - heat only.**

Availability. Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(c) **Code 42 - firm - industrial - heat only.**

Applicability. This rate is applicable to all industrial customers that have winter heating requirements. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
All consumption @	0.20
Plus PGC	

(d) **Code 43 - Firm - Industrial Process.**

Applicability. This rate is applicable to all industrial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 100 decatherms @	1.31
All over 100 decatherms @	0.95
Plus PGC	
During cold weather months of October through April, all gas over the summer average (June, July, August) will be \$2.00/decatherm.	

(Ord. No. 17-94, 5-12-94)

- **Sec. 24-224. - Gas system transport rate schedule—Industrial.**

(a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) **Code 44 - Small Transport.**

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using less than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGCIH	

(c) **Code 46 - large transport.**

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345
All over 300,000 decatherms @	0.14
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGCIH	

(d) **Code 49 - industrial incentive.**

Applicability. This rate is applicable to all customers with a minimum average consumption of three thousand (3,000) decatherms per day and using more than one hundred thousand (100,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly Service Charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGC III	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99)

• **Sec. 24-225. - Gas system interruptible rate schedule—Industrial.**

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 45 - interruptible.*

Applicability. This rate is applicable to all industrial customers with a minimum consumption of one hundred (100) decatherms per day. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Plus PGCI	

(c) *Code 45A - interruptible asphalt manufacturing facility.*

Applicability. This rate is applicable to all asphalt manufacturing facilities. All gas must be purchased from the City of Cartersville. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.178/DT
Plus PGCI	

It is the intention of the city council and it is hereby ordained that the provisions of Ordinance No. 17-94 shall become and be made part of the Code and the sections of said ordinance may be renumbered to accomplish such intention.

(Ord. No. 17-94, 5-12-94; Ord. No. 38-09, § 1, 6-2-09)

Secs. 24-226, 24-227. - Reserved.

Secs. 24-231.- Generally, Paragraph (h)

h) A capital improvement charge of \$0.0178/therm shall be applied to all purchased gas costs.

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 or alphabetized to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

First Reading this the day of.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

6/20/2019 7:00:00 PM

Amendment to Utilities Ordinance Regarding Water/Sewer Rates

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	The proposed fiscal year 2019-20 budget includes several changes in the Water and Sewer Fund rates to address the maintenance and capital issues of the water fund. First, residents inside the city limits will have a 5% increase to the base tier rate, from \$9.45/month to \$9.92/month. This will be an increase of \$2.73 per month for the average residential customer based on 7,000 gallons consumed. Second, the budget proposes a 4% decrease to the sewer rate for residents outside the city limits. The current charge is \$4.15/month and the new proposed amount is \$3.98/month. Third, the budget proposes a 5% increase in the fire service monthly charges for all pipe sizes. Finally, the budget proposes an increase in the surcharge for high strength waste. This fee increase is due to the cost to treat waste water and the city has not increased this fee since 1999. With these proposed increases in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2019.
City Manager's Remarks:	This is the second reading of the Water/Sewer Rate ordinance and no changes have been made since the first reading. This is part of the fiscal year 2019-20 budget and is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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 24. UTILITIES. ARTICLE III. EXTENSIONS Section 24-44 CHARGES (h) and (i), ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE and Section 24-147 SEWAGE RATES is hereby amended by deleting said Section 24-44 paragraphs (h) and (i), Section 24-64 and Section 24-147 in their entirety and replacing them with the following:

1.

Sec. 24-44. - Charges.

(h) Wastewater discharges between three hundred (300) mg/L and eight hundred fifty (850) mg/L of BOD will be assessed a surcharge. Enforcement shall be initiated for BOD discharges exceeding eight hundred fifty (850) mg/L. Wastewater discharges between three hundred (300) mg/L and one thousand five hundred (1,500) mg/L of TSS will be assessed a surcharge. Enforcement shall be initiated for TSS discharges exceeding one thousand five hundred (1,500) mg/L.

(1) BOD

a.	0—300 mg/l	0.00/lb.
b.	301—850 mg/l	0.45/lb.
c.	851 mg/l	0.45/lb. plus enforcement

(2) TSS

a.	0—300 mg/l	0.00/lb.
b.	301—1,500 mg/l	0.25/lb.
c.	1,501 mg/l	0.25/lb. plus enforcement

(3) These became effective on July 1, 2019.

- (i) For samples with an average COD value that is greater than two and one-half (2.5) times average BOD surcharges will be based on COD. For samples with an average COD value that is less than two and one-half (2.5) times average BOD, surcharges will be based BOD. Wastewater discharges between seven hundred fifty (750) mg/l and two thousand five hundred (2,500) mg/l will be assessed a surcharge on COD as applicable. Enforcement shall be initiated in addition to surcharge for discharges exceeding two thousand five hundred (2,500) mg/l.

(1) COD

a.	0—750 mg/l	0.00/lb.
b.	750—2,500 mg/l	0.20/lb.
c.	2,501 mg/l	0.20/lb. plus enforcement

2.

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
(1) Minimum bill according to meter size:		
(i) 5/8" or 3/4"	\$ 9.92	\$ 16.67
(ii) 3/4" full flow	\$ 14.89	\$ 24.27
(iii) 1"	\$ 23.16	\$ 39.43
(iv) 1 1/4" or 1 1/2"	\$ 46.31	\$ 72.79
(v) 2"	\$ 89.31	\$150.13
(vi) 4"	\$165.39	\$293.43
(vii) 6"	\$258.00	\$424.62
(viii) 8"	\$330.78	\$586.88
(2) Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$2.05/100 cu. ft.	\$3.76/100 cu. ft.
(b) 9 – 14 consumptions per month	\$3.08/100 cu. ft.	\$3.86/100 cu. ft.
(c) 15 – 19 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(d) 20 + consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters	\$3.37/100 cu. ft. \$4.66/100 cu. ft.	\$4.57/100 cu. ft. \$4.66/100 cu. ft.
(iii) Irrigation System Meters	\$2.05/100 cu. ft.	\$3.76/100 cu. ft.
(iv) Industrial and All Other Meters		

(b.) Sewage Monthly Billing	City	Outside City
(1) Minimum bill according to meter size:		
(i) 5/8" or 3/4"	\$ 9.92	\$ 9.92
(ii) 3/4" full flow	\$ 14.89	\$ 14.89
(iii) 1"	\$ 23.16	\$ 23.16
(iv) 1 ¼" or 1 ½"	\$ 46.31	\$ 46.31
(v) 2"	\$ 89.31	\$ 89.31
(vi) 4"	\$165.39	\$165.39
(vii) 6"	\$258.00	\$258.00
(viii) 8"	\$330.78	\$330.78
(2) Plus consumption	\$2.25/100 cu. ft.	\$3.98/100 cu. ft.

(c.)	Tap Fees—Prior to the issuance of a tap, the following fees are required:				
(1)	(in inches)	Water Tap Inside City	Water Tap Outside City	Sewer Tap Inside City	Sewer Tap Outside City
(i)	¾	\$1,100.00	\$1,200.00	\$950.00	\$1,200.00
(ii)	1	1,200.00	1,400.00	1,000.00	1,300.00
(iii)	1½	2,200.00	2,400.00	1,150.00	1,600.00
(iv)	2	2,500.00	2,700.00	1,200.00	1,900.00
(v)	4	3,000.00	3,200.00	1,775.00	3,050.00
(vi)	6	3,500.00	3,700.00	2,150.00	3,800.00
(vii)	8	4,000.00	4,200.00	2,620.00	4,740.00
(viii)	Multi-unit, per unit	1,100.00	1,200.00	950.00	1,200.00

(2) Other provisions:

(i) For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.

(ii) If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d.)	Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.		
(1)	<i>Water Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>
(i)	$\frac{3}{4}$	\$1,020.00	\$930.00
(ii)	1	\$1,700.00	\$1,540.00
(iii)	1½	\$3,500.00	\$3,090.00
(iv)	2	\$5,590.00	\$4,940.00
(v)	3	N/A	\$7,410.00
(vi)	4	\$10,100.00	\$9,030.00
(vii)	6	\$15,600.00	\$14,450.00
(viii)	8	\$20,280.00	\$18,780.00
(ix)	multi-unit/per unit	\$1,020.00	\$930.00
(2)	<i>Sewer Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>
(i)	$\frac{3}{4}$	\$1,300.00	\$1,260.00
(ii)	1	\$2,160.00	\$2,520.00
(iii)	1½	\$4,320.00	\$4,030.00
(iv)	2	\$6,910.00	\$8,050.00
(v)	3	N/A	\$10,040.00
(vi)	4	\$13,470.00	\$13,050.00
(vii)	6	\$20,200.00	\$19,580.00
(viii)	8	\$26,260.00	\$25,454.00
(ix)	multi-unit/per unit	\$1,300.00	\$1,260.00

(3) Other provisions:

(i) Apartments and hotels per unit calculations.

(a) All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees.

(b) All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity

fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (3/4" water meter equivalent):

- (1) Restaurant;
- (2) Lounge;
- (3) Car wash;
- (4) Lobby;
- (5) Full kitchen (not part of restaurant);
- (6) Linen Laundry;
- (7) Guest Laundry;
- (8) Swimming Pool.

(ii) Assisted Living Facility, Nursing Home, and Hospital per unit calculations.

(a) All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit (3/4" water meter equivalent) for capacity fees.

(b) All patient rooms without refrigerator and stove are to be calculated as one-half unit (3/4" water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility, or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (3/4" water meter equivalent):

- (1) Restaurant;
- (2) Lounge;
- (3) Car wash;
- (4) Lobby/Waiting Room;
- (5) Full kitchen (not part of restaurant);
- (6) Linen Laundry;
- (7) Guest Laundry;
- (8) Swimming Pool.

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
(1) In Inches:		
(i) 2	\$ 20.55	\$ 37.67
(ii) 4	\$ 30.83	\$ 56.51
(iii) 6	\$ 41.09	\$ 75.36
(iv) 8	\$ 82.18	\$150.71
(v) 10	\$205.44	\$376.77
(vi)12	\$308.18	\$565.15

(f.)	Fire hydrant flow test.	City	Outside City
		\$250.00	\$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

3.

Sec. 24-147. Reserved.

4.

This Ordinance shall become effective on July 1, 2019.

5.

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 alphabetized accordingly and 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



City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM
Contracts for Performing Services

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The dollar amount recommended is the same as last year. The agencies and amounts for this year are: • Cartersville-Bartow Library/ \$454,500 • Cultural Arts Alliance/ \$51,000 • Juvenile Court/ \$15,000 • Bartow Health Access/ \$2,000 • Good Neighbor Homeless Shelter/ \$2,000 • Summer Hill Learning Center/ \$1,200 • Eddie Lee Wilkins Youth Association/ \$18,000 • Bartow-Cartersville Joint Development Authority/ \$200,000
City Manager's Remarks:	Your approval of the contracts under this item is recommended.
Financial/Budget Certification:	With the exception of the EL Wilkins Foundation, these are budgeted in FY 2020. The EL Wilkins Foundation is split funded, half in FY 2019 and half in FY 2020.
Legal:	
Associated Information:	

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow Health Access** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Bartow Health Access, Inc. is organized exclusively for charitable and educational purposes, to provide accessible health care for those without insurance; more specifically, to create premier health status in our community by enhancing, coordinating and providing plans and partnerships which address accessibility, accountability, prevention, education and information.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$2000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2019 – June 30, 2020

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow Health Access
C/o Gary James
31 Point North Dr #105
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cultural Arts Alliance of Cartersville/Bartow County, Inc.** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide various cultural activities for the citizens of Cartersville, Georgia

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$51,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2019 - June 30, 2020

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting requests should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cultural Arts Alliance of Cartersville/Bartow County, Inc.
Meghann Humphreys
PO Box 243
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Meghann K. Humphreys

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Cultural Arts Alliance of Cartersville-Bartow County

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature]
Signature of Applicant:

03/28/19
Date

Meghann K. Humphreys
Printed Name:

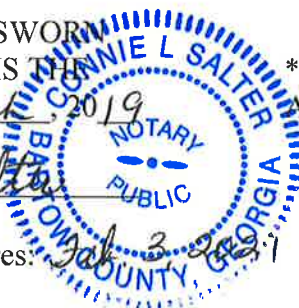
SUBSCRIBED AND SWORN
BEFORE ME ON THIS

28th DAY OF March, 2019

Connie L. Salter

Notary Public

My Commission Expires:



* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

333898
EEV/Basic Pilot Program* User Identification Number

Meghann K. Humphreys
BY: Authorized Officer or Agent
(Contractor Name)

03/28/19
Date

Cultural Arts Alliance of Cartersville-Bartow Co. President
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 243, Cartersville, Georgia 30120
Contractor Address

Meghann K. Humphreys
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

28th DAY OF March, 2019

Connie L. Salter

Notary Public

My Commission Expires:

Feb. 3, 2021



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Eddie Lee Wilkins (ELW) Youth Association** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

The ELW Youth Association, Inc. will conduct an athletic, social intervention and educational Summer Program for the youth of Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

The City of Cartersville will pay a total of \$18,000.00 for the Summer Program in 2019 in two (2) installments of \$9,000.00. Prior to the following payments being made, the Contractee must provide a written contract indicating that they have the use of an approved basketball gymnasium to conduct the program. If said contract is not provided by the date of the first payment due hereunder, this Agreement shall be null and void and the City has no further obligations to Contractee. The first installment will be paid on or about June 28, 2019 and the second installment on or about July 5, 2019.

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2019 – June 30, 2020

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Eddie Lee Wilkins, Executive Director
162 Concord Close Circle
Smyrna, GA 30082

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Dawn M Wilkins

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Eddie Lee Wilkins (ELW) Youth Assn, Inc.

[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Dawn M Wilkins

Signature of Applicant:

3/5/19
Date

Dawn M. Wilkins

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

5 DAY OF March, 2019

[Signature]

Notary Public

My Commission Expires: 7/4/2022

*

Alien Registration number for non-citizens

MICHAEL AMOS

NOTARY PUBLIC

Cobb County

State of Georgia

My Comm. Expires July 04, 2022

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

319045
EEV/Basic Pilot Program* User Identification Number

Eddie Lee Wilkins (ELW) Youth Assn., Inc.
BY: Authorized Officer or Agent
(Contractor Name)

3/5/19
Date

Eddie Lee Wilkins (ELW) Youth Assn., Inc.
Contractor/Entity Name

VP
Title of Authorized Officer or Agent of Contractor

162 Concord Close Gr SE Smyrna GA 30082
Contractor Address

Dawn M Wilkins
Printed Name of Authorized Officer or Agent

[Signature]

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

5 DAY OF March, 20 19

[Signature]
Notary Public

My Commission Expires: 7/4/2022

MICHAEL AMOS
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires July 04, 2022

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Good Neighbor House**

hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Operate a temporary homeless shelter for homeless men, women & families in the City of Cartersville. Clients receive shelter, food, clothing, mail/phone access, and assistance in locating housing.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$2,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2019 – June 30, 2020

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Good Neighbor House
Jessica Mitcham
PO Box 664
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this
____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

332020
EEV/Basic Pilot Program* User Identification Number

Jessie Mitcham

BY: Authorized Officer or Agent
(Contractor Name)

3/18/19
Date

Homeless Shelter Action Committee, Inc Executive Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

Po Box 644 Cartersville, GA 30120
Contractor Address

Jessica Mitcham
Printed Name of Authorized Officer or Agent

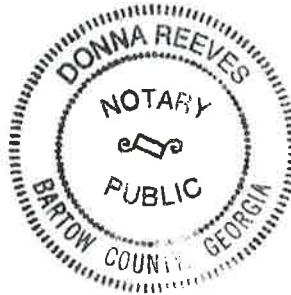
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18th DAY OF March, 20 19

Donna D. Reeves
Notary Public

My Commission Expires: 10-03-2019

Donna D. Reeves



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Jessica Mitcham

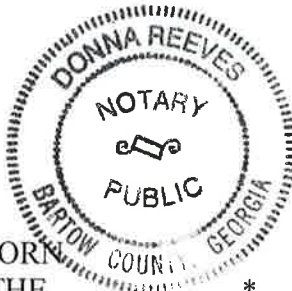
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Homeless Shelter Action Committee, Inc

[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



Jessie N Mitcham 3/18/19
Signature of Applicant: Date

Jessica Mitcham
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
18th DAY OF March, 2019

Donna D. Reeves

Notary Public

My Commission Expires: 10-03-2022

*
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow County Juvenile Court** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide substance abuse prevention education

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$15,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2019 - June 30, 2020

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Juvenile Court of Bartow County
Judge Neal Brunt
135 Cherokee Avenue
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.
Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Steve Taylor

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow County Juvenile Court of Bartow County

[Name of business, corporation, partnership]

- 1) _____ I am a United States citizen
- 2) x I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Steve Taylor
Signature of Applicant:

3-7-19
Date

Steve Taylor
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
7th DAY OF March, 2019

Danara Warren

Notary Public

My Commission Expires: 3-15-22

* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

137838

EEV/Basic Pilot Program* User Identification Number

BY: Steve Taylor
Authorized Officer or Agent
(Contractor Name)

3-7-19
Date

Bartow County
Contractor/Entity Name

Commissioner
Title of Authorized Officer or Agent of Contractor

135 West Cherokee Ave., Suite 251, Cartersville, Georgia 30120
Contractor Address

Steve Taylor
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

7 DAY OF March, 20 19

Danara Warren

Notary Public

My Commission Expires:

3-15-22

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow County Library, Inc.** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide a Learning Center for children and adults which includes resources and services to encourage learning and love for reading.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$1200.00 per year to be paid at \$300.00 each calendar quarter

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2019 – June 30, 2020

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following: Item # 5

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow County Library, Inc.
C/o Ann Robinson
29 Robinson Loop Road, SW
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.
Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

NBEA1813
EEV/Basic Pilot Program* User Identification Number

Ann E. Robinson
BY: Authorized Officer or Agent
(Contractor Name)

4/1/19
Date

Bartow County Library, Inc.
Contractor/Entity Name

Ann Robinson Chairman
Title of Authorized Officer or Agent of Contractor

Summer Hill Complex, 129 Aubrey St., Cartersville, GA
Contractor Address

Ann Robinson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

1 DAY OF April, 20 19

Cheryl Jackson
Notary Public

My Commission Expires: 2/7/2021



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Ann Robinson

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Ann E. Robinson 4/1/19
Signature of Applicant: Date

Ann Robinson
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
1 DAY OF April, 2019

Cheryl Jackson
Notary Public

My Commission Expires: 2/7/2021

* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Cartersville-Bartow County Library System** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide all citizens of the city with resources and services to help met their information, educational, cultural, and recreational needs.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$454,500.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2019 - June 30, 2020

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Library Systems
Carmen Sims
429 W. Main Street
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of :

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

331040

EEV/Basic Pilot Program* User Identification Number

Carmen SimsBY: Authorized Officer or Agent
(Contractor Name)3-27-19

Date

Bartow County Library System

Contractor/Entity Name

Director

Title of Authorized Officer or Agent of Contractor

429 West Main St. Cartersville, GA 30120

Contractor Address

Carmen Sims

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

27th DAY OF March, 2019Charlay Okward

Notary Public

My Commission Expires:

9-1-19

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Carmen Sims

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow County Library System

[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☒ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Carmen Sims
Signature of Applicant:

3-27-19
Date

Carmen Sims
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

* _____
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Bartow Cartersville Joint Development Authority** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To operate and provide for a Cartersville-Bartow County Department of Economic Development that works to maintain a balance of industrial, commercial and residential growth while protecting resources, the environment and the quality of life in Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$200,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2019 – June 30, 2020

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting requests should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Dept. of Economic Development
C/o Melinda Lemmon
P.O. Box 2224
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this ____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

By: _____

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

409322

EEV/Basic Pilot Program* User Identification Number

Melinda Lemmon

BY: Melinda Lemmon
Authorized Officer or Agent
(Contractor Name)

3/28/2019
Date

Bartow-Cartersville Joint Development Authority

Contractor/Entity Name

Executive Director

Title of Authorized Officer or Agent of Contractor

PO Box 2224 / 5450 GA 20 Cartersville GA 30120

Contractor Address

Melinda Lemmon

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

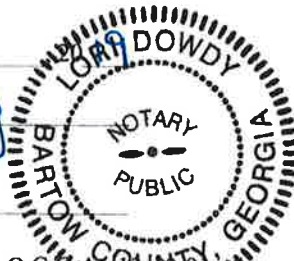
28 DAY OF March

Don Dowdy

Notary Public

My Commission Expires:

1/29/2021



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits (circle one) for

Melinda Lemmon

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow-Cartersville Joint Development Authority

[Name of business, corporation, partnership]

1) X I am a United States citizen

2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Melinda Lemmon 3/28/2019
Signature of Applicant Date

Melinda Lemmon
Printed Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28 DAY OF March, 2019

David Lowndy
Notary Public
My Commission Expires 12/28/21

*
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM
Alcohol Control Board - Establishment and Composition

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	This ordinance will update the composition of the Alcohol Control Board (ACB) to consist of seven (7) members, who must be residents of the city. These seven members will serve four (4) year terms, except the Mayor's appointee will serve a two (2) year term.
City Manager's Remarks:	This is the first reading of this ordinance. This will make the ACB that currently consists of 5-members, change to a 7-member board.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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 4 – ALCOHOLIC BEVERAGES. ARTICLE V. – ALCOHOL CONTROL BOARD. SECTION 4-200. – ESTABLISHMENT, COMPOSITION is hereby deleted in its entirety and replaced with the following:

1.

Sec. 4-200. - Establishment, composition.

- (a) There was previously established an alcohol control board (sometimes referred to as the "ACB"), which shall consist of five (5) residents of the city. As of the ____ day of _____, 2019, the ACB shall consist of seven (7) members, whom shall be residents of the city. However, up to two (2) council members may serve on the ACB. Each council member and the mayor shall recommend one appointee to the ACB, whom shall be voted on by the city council to serve on the ACB. All current members may serve the remainder of their current terms, unless the city council decides to appoint an entire new board. Upon the election or appointment of a new city council member or mayor, said official has the right to appoint a new appointee, or allow the then current appointee to continue serving their current term.
- (b) All other members of the alcohol control board shall also be chosen and appointed by the city council. All members shall serve four (4) year terms, except the Mayor's appointee whom shall be for a two (2) year term, except as indicated above.
- (c) There are no term limits for appointees to the ACB.
- (d) Each member shall serve his specified term and/or until his successor is appointed and qualified, unless a city council member, then their term is concurrent with their term of office.
- (e) In all actions by the alcohol control board, all members of the alcohol control board shall be eligible to vote.
- (f) The vote of four (4) members shall be required to approve any action. The board shall adopt bylaws to govern its meetings and rules for conducting the same.
- (g) For every meeting attended, said members shall be paid thirty-five dollars (\$35.00) per meeting.

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 and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting

6/20/2019 7:00:00 PM

SU19-03: Special Use Permit for Religious Institution. Applicant: Four Points Church

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Four Point Church wishes to lease a suite on the eastern end (front) of this multi-tenant commercial building for their church. Parking and utilities are in place and available. Religious institutions are allowed in the M-U zoning district. A special use permit is required for all religious institutions.
City Manager's Remarks:	This is the first reading for the special use permit for Four Points Church. The special use permit is required for all religious institutions. Planning Commission voted 4/0 to approve with conditions.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): SU19-03 REV 6-3-19

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Four Points Church

Representative: Scott Machan

Property Owner: Six Mile Investments LLC, ANZ Investments LLC, & ETAL

Property Location: 920 N. Tennessee Street, Suite A

Access to the Property: Tennessee Street

Site Characteristics:

Tract Size: Acres: 1.1 District: 4th Section: 3rd LL(S): 266

Ward: 1 Council Member: Kari Hodge

LAND USE INFORMATION

Current Zoning: M-U (Multiple Use)

Proposed Zoning: M-U (Multiple Use)

Proposed Use: Religious Institution (Church)

Current Zoning of Adjacent Property:

North: M-U (Multiple Use)

South: M-U (Multiple Use) and R-15 (Single Family Residential)

East: M-U (Multiple Use)

West: M-U (Multiple Use) and R-15 (Single Family Residential)

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.

2. City Department Comments:

Electric: No comments received

Fibercom: Takes no exception

SU19-03

Fire: Cartersville Fire Department takes no exceptions to the special use request for property located at 920 N. Tennessee St. provided all city codes and ordinances are met. Approval of the special use permit does not grant occupancy of the building for the intended use. The request will allow a change the occupancy use from business (office) to assembly (church) and will require the occupancy to come up to the currently adopted codes and ordinances, including the city fire sprinkler ordinance. We will need to approve a set of architectural plans with mechanical, electrical, and plumbing plans included. Fire sprinkler and/or fire alarm plans may also be needed. All plan submittals shall meet the currently adopted codes and ordinances of the city of Cartersville.

Gas: No comments received

Public Works: No comments received

Water and Sewer: No comments received

3. Public Comments:

4/23/19: Ron Goss- As the property owner to the south of 920 N Tennessee Street, we have no objection to the request by Four Points Church for a special use permit.

4. Special Use Review

REV 6-3-19

Since the May 7th the meeting, the applicant has provided (2) Options for the church location within the same building to accommodate the alcohol sales related issue raised by Ms. Tilley. The options are as follows and are represented on the attached sketch.

Option A: This option allows the church to remain in Suite A closest to N. Tennessee St., but allows the main entrance to remain on the front face of the building or to be relocated to a point closer to Suite B. The distance to a practical point of a building entrance on the Tilley property ranges from 320+ft to 330+ft.

Option B: This option moves the church to Suite B near the midpoint of the building. The distance to a practical point of a building entrance on the Tilley property ranges from 428ft to 438ft.

The applicant wishes to use a suite on the eastern end of this multi-tenant commercial building for a church. Parking (approx. 83 spaces) and utilities are in place and available. Religious institutions are allowed in the M-U zoning district.

The suite's base floor area is 7,320 sf. The largest assembly room in the church will have 1,247 sf and contain movable seating. Based on this criteria, twenty five (25) parking spaces are required. Eighty Nine (89) spaces are available. Refer to 17.6.2, Off-Street Parking for Religious Institutions.

There are three special use permit criteria applicable to religious institutions per Sec. 16.4.12. See Sec. 7 below.

SU19-03

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 Council may consider the following, which shall be stated in writing by the applicant and

SU19-03

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: No negative effect to traffic along Tennessee St is expected.

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

How Standard #2 has / will be met: There is sufficient off-street parking. (25) spaces are required. (89) spaces are available.

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: Generally, the church will maintain typical church hours with Sunday services and a midweek service. Church staff may be present at the facility during the week.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: No changes to existing conditions required.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via Tennessee Street.

SU19-03

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

Rev 6-3-19: Church door to proposed door of Tilley property appears to exceed the 300ft distance for required alcohol sales on Tilley Property.

No negative impact to adjacent properties is expected.

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

16.4.12. Religious institution.

- A. *Allowable districts:* AG, R-20, R-15, R-10, R-7, R-D, RA-12, P-S, M-U, N-C, DBD, O-C, G-C, L-I.

Zoning: M-U

- B. *Standards:*

1. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines adjoining a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.

Buffer not required as there is no new construction.

2. A cemetery use in conjunction with a religious institution in a residential district shall not be allowed. **N/A**
3. Noise levels in decibels measured at the property line adjacent to single-family residential uses shall not exceed seventy (70) decibels. Noise levels are measured as constant, consistent sounds and not intermittent noise. All measurements shall be taken at property lines. It is the intent of this section to regulate noise in a manner to prohibit it from exceeding level-s of sound that could become a nuisance to adjacent property under Georgia law.

17.6 Number of Parking Spaces

17.6.2. *Auditorium, stadium, assembly hall, gymnasium, theater, community recreation center, religious institution.* One (1) space per four (4) fixed seats in largest assembly room or area, or one (1) space for each fifty (50) square feet of floor area available for the accommodation of movable seats in the largest assembly room.

8. Staff Recommendation: Staff recommends approval.

SU19-03

9. Planning Commission Recommendation:

Approve with the following condition (4-0):

- 1) The applicant will locate their door so it does not interfere with Tilley Properties' right to construct a store that sells alcohol.

REV 6-4-19

David Hardegree

From: Paul Driver <paul@pauldriver.com>
Sent: Tuesday, June 04, 2019 10:07 AM
To: David Hardegree
Subject: [External]FW: Diagrams
Attachments: 4 Points Measurements.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION : This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David,

Fyi attached. From front door of Suite A, to the round circle on opposite side of street is 170 ft.

From round circle (170 ft mark) to Gentilley "white dot" is another approximately 160 ft for a total of 330 ft.

From round circle (170 ft mark) to Tennessee "white dot" is another approximately 150 ft for a total of 320 ft.

Actually, I don't see how they will be able to have the store front on Tennessee Street because of the short street frontage. If they combine properties and put the front door in the middle, that just increases the distance.

Do you concur? And can we present these diagrams at the meeting?

When we talked with the Tilley group the other day, I noticed that their drawing was depicted "as the crow flies." Can you confirm that is NOT how the distances are measured?

Thanks,



Atlanta's Premier Local Real Estate Brand

Paul Driver | Realtor/Associate Broker

Address: 250 Heritage Walk, Woodstock, GA 30188

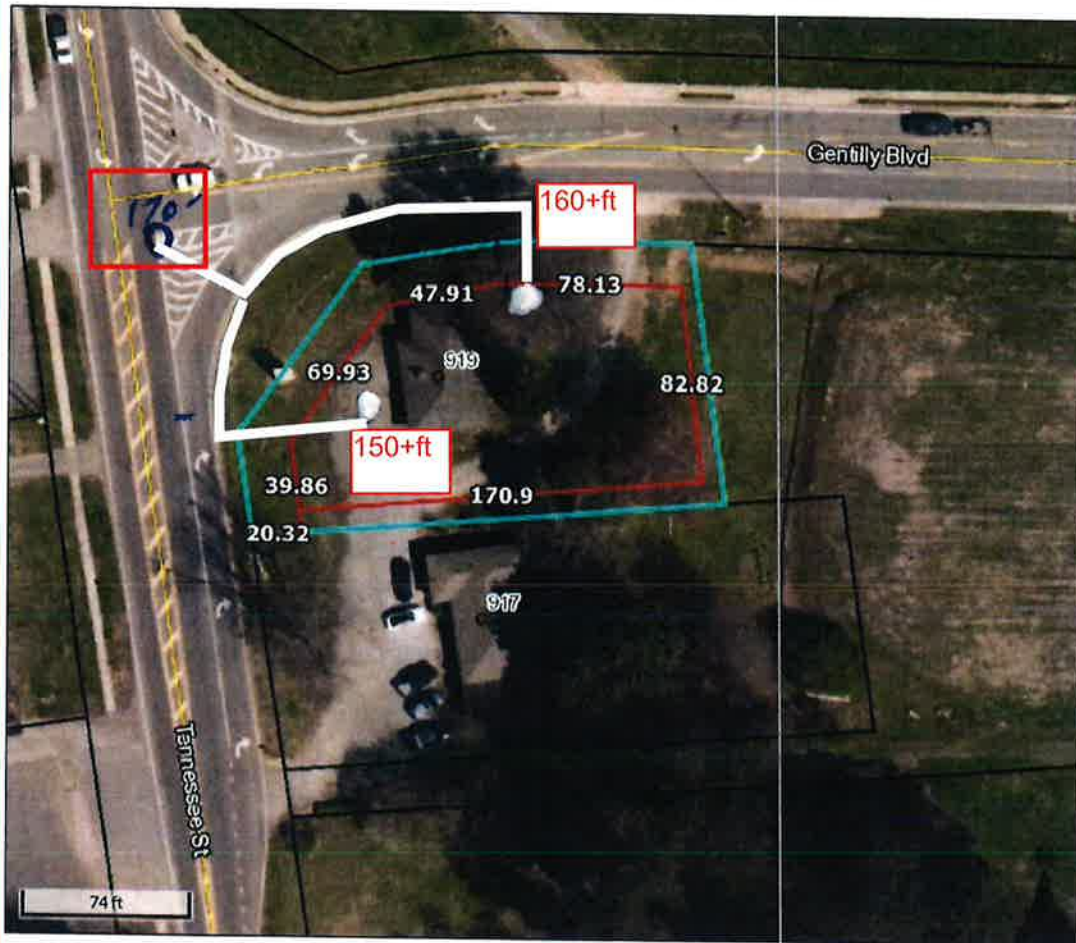
Office: (770) 240-2005 | Direct: 770-639-3615

Website: www.TheDriverHomeTeam.com

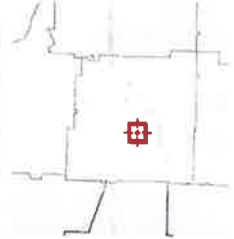


qPublic.net™ Bartow County, GA

REV 6-4-19



Overview



Legend

☐ Parcels

Structural Numbers

- <all other values>
- Abandoned or Inactive
- Active
- Proposed

Roads

City Labels

Parcel ID	C029-0013-006	Alternate ID	35603	Owner Address	TILLEY HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	Residential		917 NORTH TENNESSEE STREET
Property Address	919 N TENNESSEE ST	Acreage	0.46		CARTERSVILLE GA 30120
	Cartersville				
District	Cartersville				
Brief Tax Description	LL266 LD4				

(Note: Not to be used on legal documents)

Date created: 6/3/2019

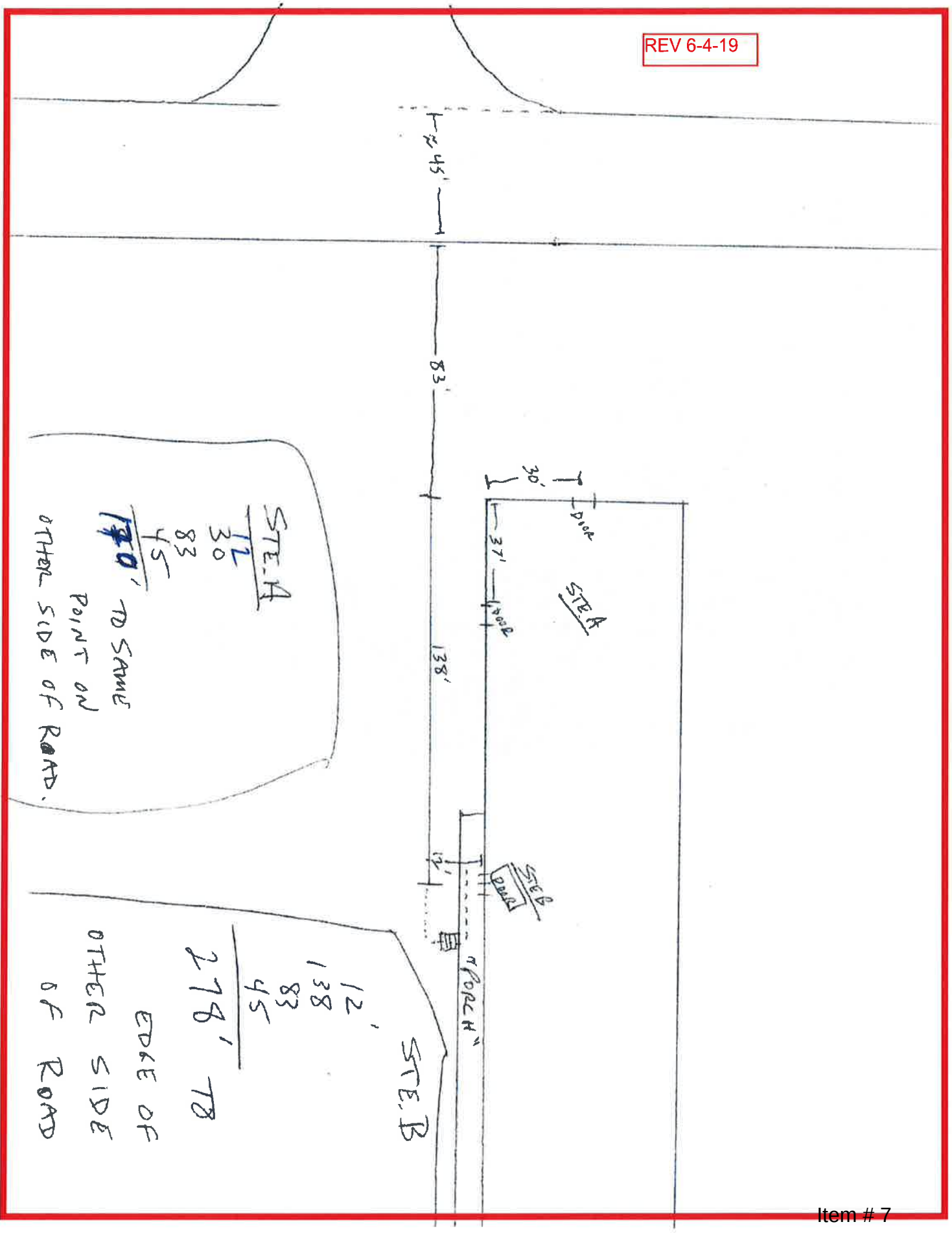
Last Data Uploaded: 5/31/2019 9:41:10 PM

Developed by Schneider GEOSPATIAL

- TO DOT ON GENTILLY $\approx > 330'$
 - TO DOT ON TENNESSEE ST $\approx > 320'$

Item # 7

REV 6-4-19





Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	C029-0008-026	Alternate ID	35510	Owner Address	SIX MILE INVESTMENTS LLC
Sec/Twp/Rng	n/a	Class	Commercial		ANZ INVESTMENTS LLC & ETAL
Property Address	920 N TENNESSEE ST	Acreage	1.1		PO BOX 428
	Cartersville				MCDONOUGH GA 30253
District	Cartersville				
Brief Tax Description	LL 266 D 4				
	(Note: Not to be used on legal documents)				

Date created: 4/30/2019
 Last Data Uploaded: 4/29/2019 10:16:19 PM

Developed by  **Schneider**
 GEOSPATIAL

Application for Special Use City of Cartersville

Case Number: SUR-03
Date Received: 4/4/19

Public Hearing Dates:

Planning Commission 5/7/19 5:30pm 1st City Council 5/16/19 7:00pm 2nd City Council 6/6/19 7:00pm

Applicant <u>Four Points Church</u> (printed name)	Office Phone <u>678-908 4267</u>
Address <u>3565 Dallas Acworth Hwy</u>	Mobile/Other Phone <u>404-432-4439</u>
City <u>Acworth</u> State <u>GA</u> Zip <u>30101</u>	Email <u>smachave@fourpointschurch.org</u>
<u>Scott Machan</u> Representative's printed name (if other than applicant)	Phone (Rep) <u>Paul Driver</u>
<u>Scott J Machan</u> Representative Signature	<u>Paul Driver</u> Applicant Signature
Signed, sealed and delivered in presence of: <u>Mitchell Phelps</u> Notary Public	My commission expires: Mitchell Phelps NOTARY PUBLIC Cobb County, GEORGIA My Commission Expires 05/07/2022

* Titleholder <u>Ray P. LAMBERT Jr</u> (titleholder's printed name)	Phone <u>770-616-7714</u>
Address <u>757 E. 11th St. Bldg 3053</u>	Email <u>rplbv549@bellsouth.net</u>
Signature <u>[Signature]</u>	
Signed, sealed, delivered in presence of: <u>Deirdre E. Hurst</u> Notary Public	My commission expires: 

Present Zoning District <u>mu-u (multiple use)</u>
Acreage <u>1.1 1/4</u> Land Lot(s) <u>266</u> District(s) <u>4th</u> Section(s) <u>3rd</u>
Location of Property: <u>920 A N Tennessee St Cartersville, GA 30120</u> (street address, nearest intersections, etc.)
Reason for Special Use Request: <u>To allow a church to occupy 920 A N Tennessee St Cartersville GA 30120</u> (attach additional statement as necessary)

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

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: 4/3/19

Date Two Years Prior to Application: 4/3/17

Date Five Years Prior to Application: 4/3/14

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	<u> </u>	<u>X</u>
Council Member:		
Ward 1- Kari Hodge	<u> </u>	<u>X</u>
Ward 2- Jayce Stepp	<u> </u>	<u>X</u>
Ward 3- Cary Roth	<u> </u>	<u>X</u>
Ward 4- Calvin Cooley	<u> </u>	<u>X</u>
Ward 5- Gary Fox	<u> </u>	<u>X</u>
Ward 6- Taff Wren	<u> </u>	<u>X</u>
Planning Commission		
Greg Culverhouse	<u> </u>	<u>X</u>
Harrison Dean	<u> </u>	<u>X</u>
Lamar Pendley	<u> </u>	<u>X</u>
Lamar Pinson	<u> </u>	<u>X</u>
Travis Popham	<u> </u>	<u>X</u>
Jeffery Ross	<u> </u>	<u>X</u>
Stephen Smith	<u> </u>	<u>X</u>

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.

Scott Machon 4/3/19
 Signature Date

Scott Machon
 Print Name

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:

No change expected

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

How Standard #2 has / will be met:

No change expected

Standard #3: Protective screening.

How Standard #3 has / will be met:

No change expected

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

How Standard #4 has / will be met:

No change expected

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

No change expected

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

No change expected

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

No change expected

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

Signed,

SWH J M

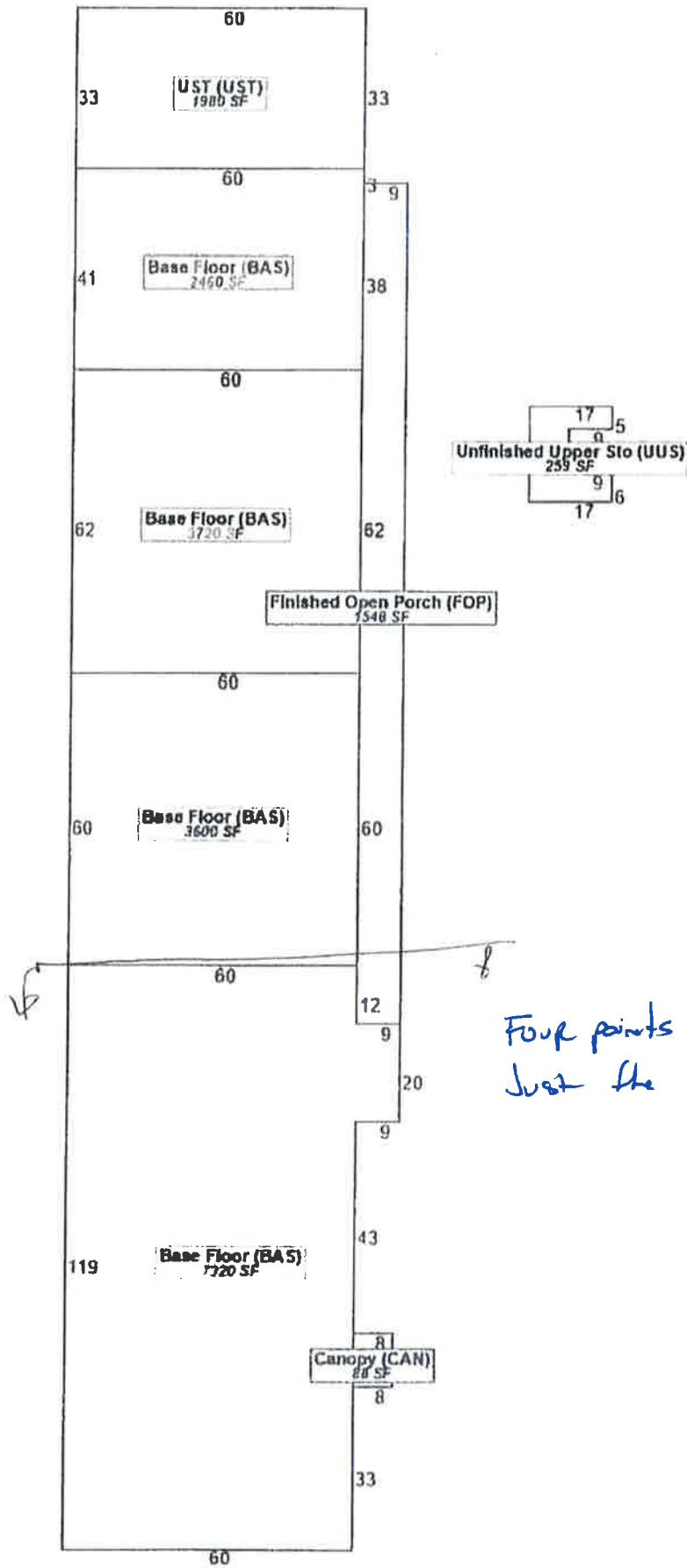
Applicant or Representative

4/3/19

Date

CARTERSVILLE NEWSPAPERS

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



TENNESSEE ST.

Item # 7

David Hardegree

From: Paul Driver <paul@pauldriver.com>
Sent: Tuesday, April 30, 2019 12:03 PM
To: David Hardegree
Subject: RE: [External]RE: SU19-03: 920 N Tenn. St.- floor plan info

Follow Up Flag: Follow up
Flag Status: Flagged

David,
 1247 sq ft. with movable seats. Looks like 25 parking spots. I think there more than double that over there.
 Thanks, and see you next week at the meeting.



Atlanta's Premier Local Real Estate Brand
 Paul Driver | Realtor/Associate Broker

Address: 250 Heritage Walk, Woodstock, GA 30188
 Office: (770) 240-2005 | Direct: 770-639-3615
 Website: www.TheDriverHomeTeam.com

From: David Hardegree <dhardegree@cityofcartersville.org>
Sent: Monday, April 29, 2019 3:15 PM
To: 'Paul Driver' <paul@pauldriver.com>
Subject: RE: [External]RE: SU19-03: 920 N Tenn. St.- floor plan info

Hi Paul,
 I'm finalizing the staff analysis. Regarding parking, there are two formulas for computing required parking. Requirements below. I need additional details about how the floor plan will be divided. We can calculate required parking by fixed seating (pews anchored to floor as in traditional church) or by the largest assembly room in sq ft for movable seating (chairs, benches, maybe pews, etc)?

Per Ord. 17.6.2: One (1) space per four (4) fixed seats in largest assembly room or area, or one (1) space for each fifty (50) square feet of floor area available for the accommodation of movable seats in the largest assembly room.

https://library.municode.com/ga/cartersville/codes/code_of_ordinances?nodeId=COOR_CH26ZO_ARTXVIIIOREPASERE_S17.6NUPASP

Please provide 1) the sq ft for largest assembly room and 2) whether the seating in the largest assembly room is fixed or movable.

Thanks,
 David

From: Paul Driver [<mailto:paul@pauldriver.com>]
Sent: Wednesday, April 17, 2019 5:33 PM
To: David Hardegree <dhardegree@cityofcartersville.org>
Subject: RE: [External]RE: SU19-03: 920 N Tenn. St.- Fire Marshal Comments
 Thanks David.



Atlanta's Premier Local Real Estate Brand
 Paul Driver | Realtor/Associate Broker

Address: 250 Heritage Walk, Woodstock, GA 30188
 Office: (770) 240-2005 | Direct: 770-639-3615
 Website: www.TheDriverHomeTeam.com

From: David Hardegree <dhardegree@cityofcartersville.org>
Sent: Wednesday, April 17, 2019 4:40 PM

SU19-03



Item # 7

SU19-03



Item # 7



300 foot buffer from
10 foot property line offset



City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM

Z19-01: Rezone 212+/- Acres from R-20 to R-10 for Single Family Detached Development Along Belmont Drive in Carter Grove. Applicant: Avanti Properties Group

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Avanti Properties Group requests to rezone 211+/- acres in the Carter Grove community from R-20 (Single Family residential) to R-10 (Single Family residential) to create 330 lots, an amenities area, and a minimum of 98 acres of greenspace.
City Manager's Remarks:	This is the first reading. Planning Commission voted to approve this item 3/1 with conditions.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Avanti Properties Group**

Representative: **Joe Frank Harris Jr.**

Property Owner: **Avanti Properties Group**

Property Location: **Carter Grove Plantation - Belmont Drive (C107-0001-042)**

Access to the Property: **Belmont Drive & Summit Ridge Drive**

Site Characteristics:

Tract Size: Acres: **212.55** District: **4th** Section: **3rd** LL(S): **1064, 1096, 1097, 1136, 1137, 1168, 1209**

Ward: **3** Council Member: **Cary Roth**

LAND USE INFORMATION

Current Zoning: **R-20 (Single Family Residential)**

Proposed Zoning: **R-10 (Single Family Residential)**

Proposed Use: **Single Family Residential**

Current Zoning of Adjacent Property:

North: **City R-20 (Residential)**

South: **County A-1 (Agriculture)**

East: **City P-D (Planned Development) & County A-1 (Agriculture)**

West: **City R-20 (Residential) & County A-1 (Agriculture)**

The Future Development Plan designates the subject property as: **Neotraditional Neighborhood**

The Future Land Use Map designates the subject property as: **Low & Medium Density Residential**

ZONING ANALYSIS

Project History

The Carter Grove subdivision was conceived as a mixed-use, planned development in the early 2000's. Residential, Commercial, and Institutional uses were planned. The project was zoned with a P-D district (Planned Development) for the mixed-use components and planned Single Family Residential. The P-D district had conditions of zoning assigned to it as well as restrictive stipulations outlined in a development agreement. The R-20 districts, which were later added to the overall development, do not have zoning conditions and stipulations assigned to them, but they are required to participate in the Carter Grove Homeowners Association.

In 2005, a preliminary plan for the 212 +/- acre property was prepared that proposed 247 lots in an R-20 district. This plan was identified as Carter Grove Phase 2B. The original Carter Grove master plan created 3,350 lots overall. The applicant does not believe that all 3,350 lots will be developed due to rising construction costs and the topographic challenges of extending the street network. Currently, only 428 of the 3,350 lots are platted and as of March 2019, 165 have received a Certificate of Occupancy, 13 are under construction and 250 are undeveloped.

Project Summary

Under the current zoning proposal, the project is named *Parkside at Carter Grove (Parkside)*. The *Parkside* property is part of the overall Carter Grove subdivision; however, because it is zoned R-20, it is exempt from the conditions and stipulations associated with the P-D district, as stated above.

The applicant proposes to rezone the *Parkside* property from the R-20 district (minimum 20,000 sq. ft. lot) to the R-10 district (minimum 10,000 sq. ft. lot) to create 330 developable lots, a net gain of 83 lots from the 2005 plan. The intent of this project is to create another housing option within Carter Grove featuring smaller lots and homes than what currently exists in the community. The lots are expected to be more level and the home sizes are expected to range from 2,500-3,000sf.

The proposed plan will create more public green space for the Carter Grove residents, 98 acres compared to the approx. 25.6 acres proposed in 2005.

The proposal also keeps an undeveloped amenity area intact for the Carter Grove community on Belmont Drive across from the current pool and tennis amenities. The undeveloped amenity area was not part of the 2005 plan. Since 2005, this amenity area was designed and partially constructed with utilities, a parking lot, and asphalt pads for tennis courts, a pool or playground area.

The following table compares the 2005 plan to the current development proposal.

Parkside at Carter Grove

	2005	2019
Zoning	R-20	R-10 (Proposed)
Total Acreage	211.29 (est.)	212.55
Common Amenity Areas Included	N	Y
Proposed No. of Lots	247	330
Proposed Amount of Public Green or Open space(acres)	25.66	98
Density (units/ acre)	0.86	1.6
Setbacks- F-S-R (ft)	20-10-20	20-8-20
Min. lot width at building line (non-culdesac)(ft)	100	Reduce from 80' to 65' (Requires variance)
Min. lot frontage (ft)	35	35
Min. Heated Floor (sf)	1300	1200
Optional Density Bonus (sf) in lieu of 1 of 3 criteria	17000	8000

City Department Comments--- Tuesday 4/9- A concept review of the proposed project was held with all city departments.

Electric: The Cartersville Electric System has no comment regarding this rezoning application. This location is outside of our service area.

Fibercom: Cartersville Fibercom takes no exception to the rezoning application for Carter Grove.

Fire: Cartersville Fire Department takes no exception to the rezoning request provided that all city codes, ordinances, and development regulations are followed.

Gas: No comments received

Public Works: No comments received

Water and Sewer: No comments received

Cartersville School District:

David, I was able to meet with Chris Easterwood and Joe Frank Harris, Jr. last week and gain a better understanding of the desired project. At this time, we do not have any objection based upon what was shared with us. This zoning request will add more lots than what was originally intended in one phase of the property but Chris has shared with us how the total amount of lots will not exceed the original proposed amount of 3,350 lots because of reduced lots in other phases. Please let me know if you have any questions. I hope you have a good day.

Public Comments:

4/25- Carlos Enriquez, 22 Sweet Eloise Lane, called with general inquiry.

4/25- Bobby Walker, Attorney, called with general inquiry on behalf of a client. Was emailed application, site plan, and 2005 preliminary plan.

4/24- Pamela Morris, 14 & 18 Stardust Trail, called with general inquiry and questions about an access easement to her property from the *Parkside* property. Was emailed, application, site plan, and 2005 preliminary plan. Was advised to contact applicant's representative, Mr. Harris, regarding easement.

4/23- Joe Porter, realtor, emailed with inquiry about water and sewer availability on behalf of a client, an adjacent property owner. Was emailed a current water and sewer map.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned for residential (R-20 & P-D) & agriculture use (A-1).
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the proposed zoning purpose. Special attention is required to protect the environmentally sensitive areas which will be accomplished primarily through the dedication of green space.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The proposed development would introduce a housing product that would likely be in high demand. Construction activities may impose a short-term inconvenience on adjacent property owners.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners. Increased traffic concerns will likely be raised.

7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*

The zoning proposal generally conforms with the Future Development Plan and Comprehensive Land Use Plan.

8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*

Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.

9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*

The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.

10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION:

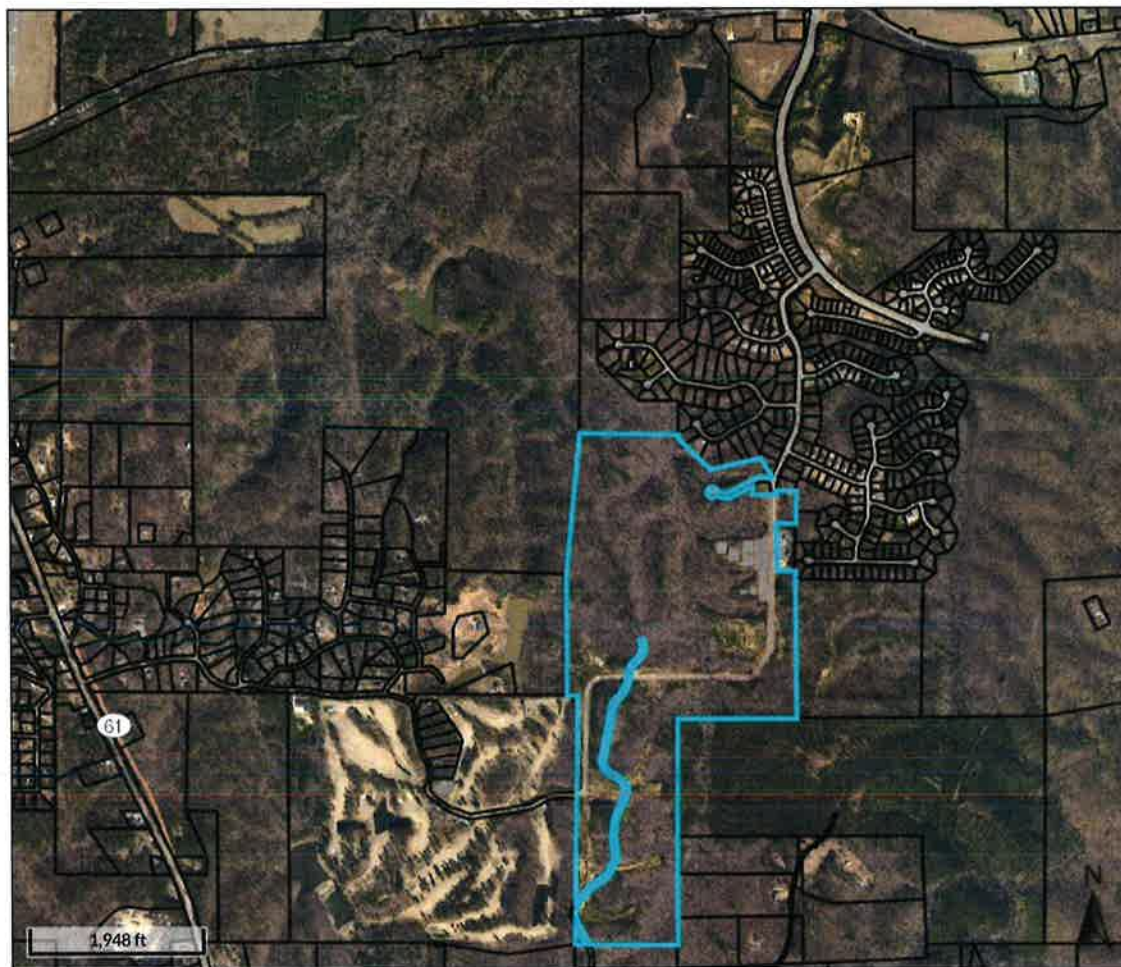
Staff recommends approval with the following conditions:

1. The total number lots will not exceed 330;
2. The minimum amount of green space will meet or exceed 98 acres; and
3. The developer will construct amenities in the amenity area west of Belmont Drive as shown on the site plan.

PLANNING COMMISSION RECOMMENDATION:

Recommends approval (3-1) with the following conditions:

1. Accept staff recommendations
2. Amenity construction to begin when 40% of the permits have been pulled; and
3. Homes to have a minimum of 2,000 sq. ft heated floor area.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	C107-0001-042	Alternate ID	44675	Owner Address	CARTER GROVE (ATLANTA) ASLI VI
Sec/Twp/Rng	n/a	Class	Agricultural		923 N PENNSYLVANIA AVE
Property Address	BELMONT DR	Acreage	211		WINTER PARK FL 32789
	Cartersville				

District Cartersville

Brief Tax Description LL 1096/1097/1136/1137/1168/1209 LD 4 3RD SEC

(Note: Not to be used on legal documents)

Date created: 5/1/2019

Last Data Uploaded: 4/30/2019 10:01:50 PM

Developed by  **Schneider**
GEOSPATIAL

Application for Rezoning

City of Cartersville

Case Number: 2-19-01Date Received: 3/21/19**Public Hearing Dates:**

Planning Commission 5/7/19 5:30pm 1st City Council 5/16/19 7:00pm 2nd City Council 6/6/19 7:00pm

Applicant <u>Avanti Properties Group</u> (printed name)		Office Phone <u>(407) 628-8488 (Andrew Dubill)</u>	
Address <u>923 N. Pennsylvania Ave.</u>		Mobile/ Other Phone _____	
City <u>Winter Park</u>	State <u>FL</u>	Zip <u>32789</u>	Email <u>adubill@avantiprop.com</u>
Joe Frank Harris, Jr. Representative's printed name (if other than applicant)		Phone (Rep) <u>(770) 607-6761; (678) 882-5332</u>	
_____ Representative Signature		_____ Email (Rep) <u>jharris@harrisga.com</u>	
Signed, sealed and delivered in presence of:		My commission expires:	
_____ Notary Public <u>NANCY MATTESON</u>			

* Titleholder <u>Avanti Properties Group</u> (titleholder's printed name)		Phone <u>(407) 628-8488 (Andrew Dubill)</u>	
Address <u>923 N. Pennsylvania Ave.</u>		Email <u>adubill@avantiprop.com</u>	
_____ Signature		_____ Email <u>adubill@avantiprop.com</u>	
Signed, sealed, delivered in presence of:		My commission expires:	
_____ Notary Public <u>NANCY MATTESON</u>			

Present Zoning District <u>R-20</u>	Requested Zoning <u>R-10</u>
Acreage <u>212.549</u>	Land Lot(s) <u>1064, 1096, 1097, 1136, 1137, 1168, 1209</u>
District(s) <u>4th</u> Section(s) <u>3rd</u>	
Location of Property: <u>Adjacent to Belmont Drive between existing Carter Grove subdivision and the Woodland Hills Golf Course (see aerial photo)</u> (street address, nearest intersections, etc.)	
Reason for Rezoning Request: <u>To maximize open green space and common amenities while providing high quality homes comparable to those in existing Carter Grove subdivisions (see house photos)</u> (attach additional statement as necessary)	

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

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: March 22, 2019

Date Two Years Prior to Application: March 22, 2017

Date Five Years Prior to Application: March 22, 2014

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:

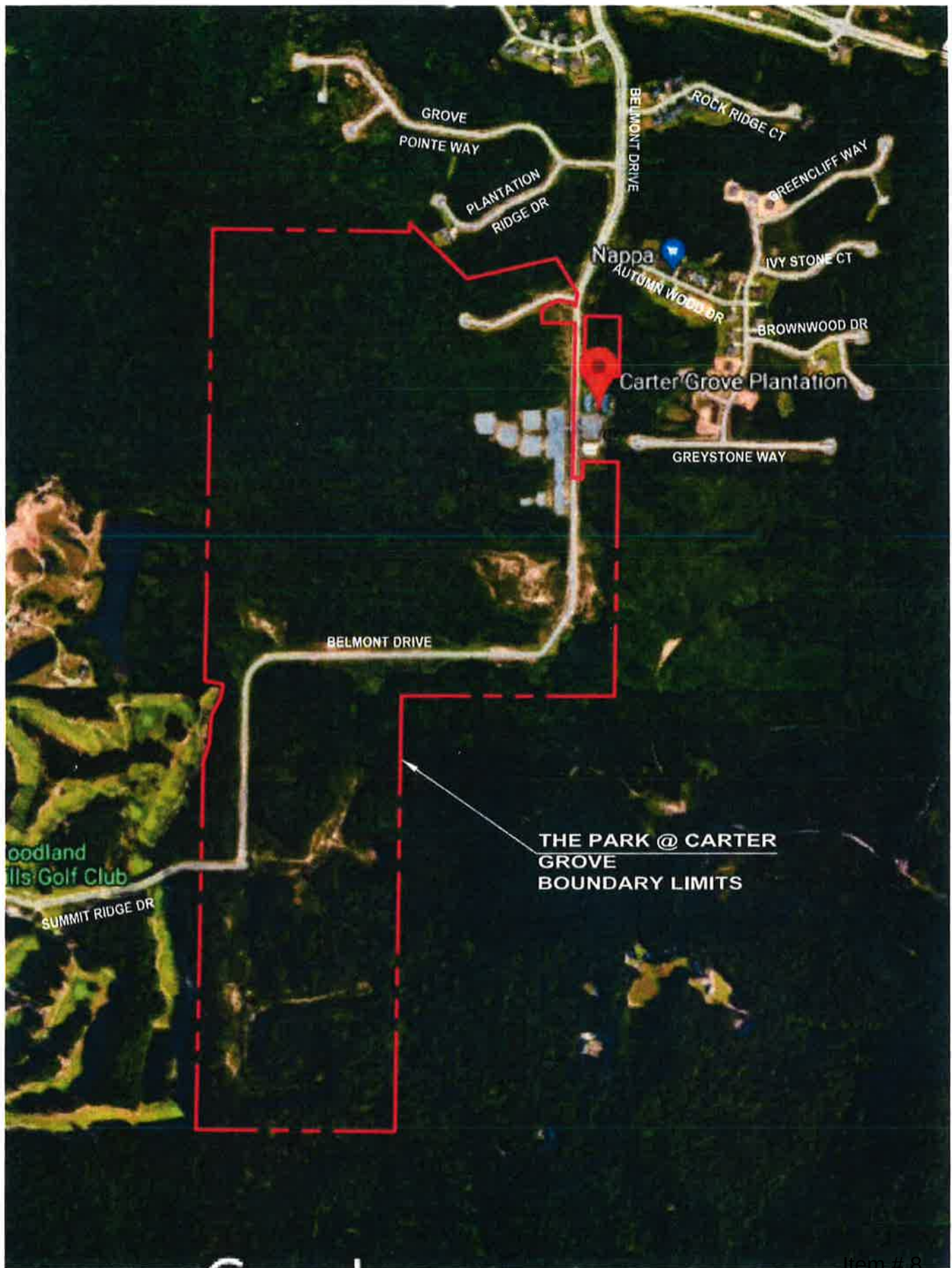
	YES	NO
Mayor: Matt Santini	<u> </u>	<u>X</u>
Council Member:		
Ward 1- Kari Hodge	<u> </u>	<u>X</u>
Ward 2- Jayce Stepp	<u> </u>	<u>X</u>
Ward 3- Cary Roth	<u> </u>	<u>X</u>
Ward 4- Calvin Cooley	<u> </u>	<u>X</u>
Ward 5- Gary Fox	<u> </u>	<u>X</u>
Ward 6- Taff Wren	<u> </u>	<u>X</u>
Planning Commission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

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.


 Signature 3/29/19
 Date
Andrew J. Smith
 Print Name

CONSTITUTIONAL OBJECTION TO FAILURE TO GRANT APPLICATION

For the record, the Applicant, as required by law, sets forth its constitutional objection to any failure to grant this application. Failure to grant the requested rezoning would constitute a taking of property without just and adequate compensation and without due process of law in violation of the Fourteenth Amendment to the United States Constitution and Article 1, Section 1, Paragraph 1 and Article 1, Section III, Paragraph 1 of the Constitution of Georgia. A denial of the requested rezoning would be unconstitutional and discriminate in an arbitrary and capricious manner between the Applicant and owners of similarly situated property in violation of Article 1, Section III, Paragraph III of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. Such would deprive the Applicant of its liberty and property rights. Such a denial would not subsequently advance legitimate state interests, but would cause the Applicant significant detriment.



LIST OF ADJACENT PROPERTY OWNERS

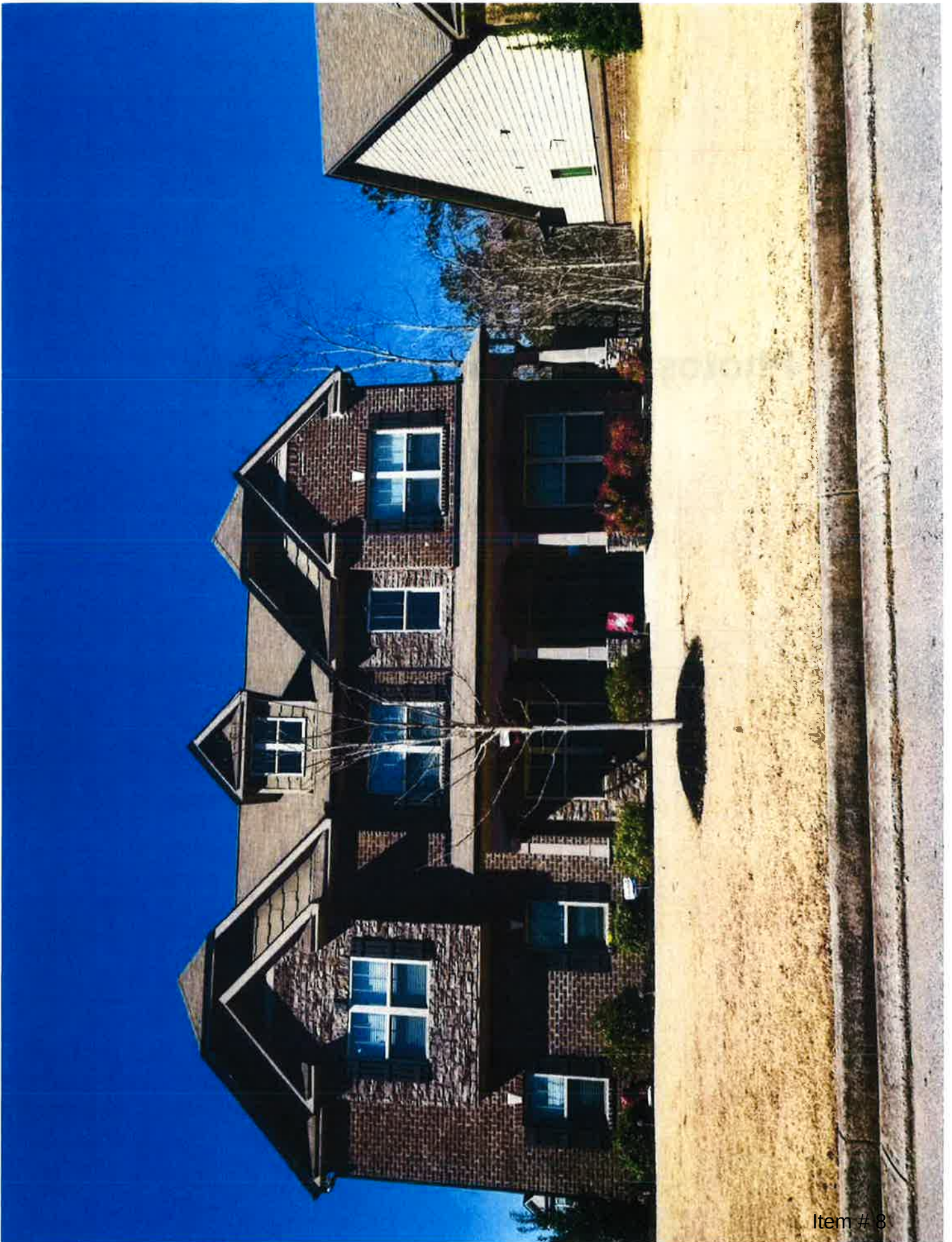
The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

Parcel ID#	Parcel Owner	Parcel Owner - Mailing Address	Parcel Address - Description	Parcel Acreage
1	C107-0001-037	WALNUT GROVE PLANTATION INC	84 CUMMINGS ROAD SE, CARTERSVILLE, GA 30120	20.16
2	C107-0001-029	DELLINGER HOLDING LP	PO BOX 332, CARTERSVILLE, GA 30120	390.3
3	0074-1138-001	PAMELA H & DANIEL R MORRIS SR.	14 STARDUST TRAIL, CARTERSVILLE, GA 30120	39.59
4	C107-0001-001	ECHERL GOLF MANAGEMENT LLC	3520 PIEDMONT ROAD SUITE 200, ATLANTA, GA 30305 PREFERRED TAX SERVICE	165.39
5	0074-1239-001	GRIFETH ROUKOSKI INVESTMENTS LLLP	101 BOB FLEMING ROAD SW, MARIETTA, GA 30064-1566	41.65
6	0074-1241-001	WALNUT GROVE PLANTATION INC	84 CUMMINGS ROAD SE, CARTERSVILLE, GA 30120	74.27
7	0074-1208-003	TYSON DWAYNE & LOISE LIGHT PARROTT	55 DOUTHIT BRIDGE ROAD, DALLAS GA, 30132	7.69
8	0074-1208-002	PHILIP A & JULIE E PITTMAN	61 DOUTHIT BRIDGE ROAD SE, DALLAS GA 30132	11.96
9	0074-1208-001	MARTY L & SHERRIE J NEWTON	2203 SHALLOWFORD ROAD, MARIETTA GA 30066	12.5
10	0074-1170-001	HUBBLE TIMBER LLC	14120 BALLANTYNE CORP PL SUITE 525 CHARLOTTE, NC 28277 ATTN:TIMBERLAND INVESTMENT RESOURCES LL	160
11	0074-1135-001	NICHOLAS TYLER FERGUSON	116 SUGAR BIRCH WAY, DALLAS, GA 30132	40
12	C126-0002-009	CARTER GROVE PLANTATION HOA	8295 HWY 92, WOODSTOCK, GA 30189	N/A
13	C126-0001-227	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
14	C126-0001-228	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
15	C126-0002-001	CARTER GROVE PLANTATION HOA	8295 HWY 92, WOODSTOCK, GA 30189	2.84
16	C126-0002-002	CARTER GROVE PLANTATION HOA	8295 HWY 92, WOODSTOCK, GA 30189	1.94
17	C124-0001-253	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
18	C124-0001-254	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
19	C124-0001-267	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
20	C125-0001-276	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
21	C125-0001-277	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
22	C125-0001-278	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
23	C125-0001-279	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
24	C125-0001-280	SHANTEL C RAGLAND	18 PLANTATION RIDGE DRIVE, CARTERSVILLE, GA 30120	N/A
25	C125-0001-281	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A

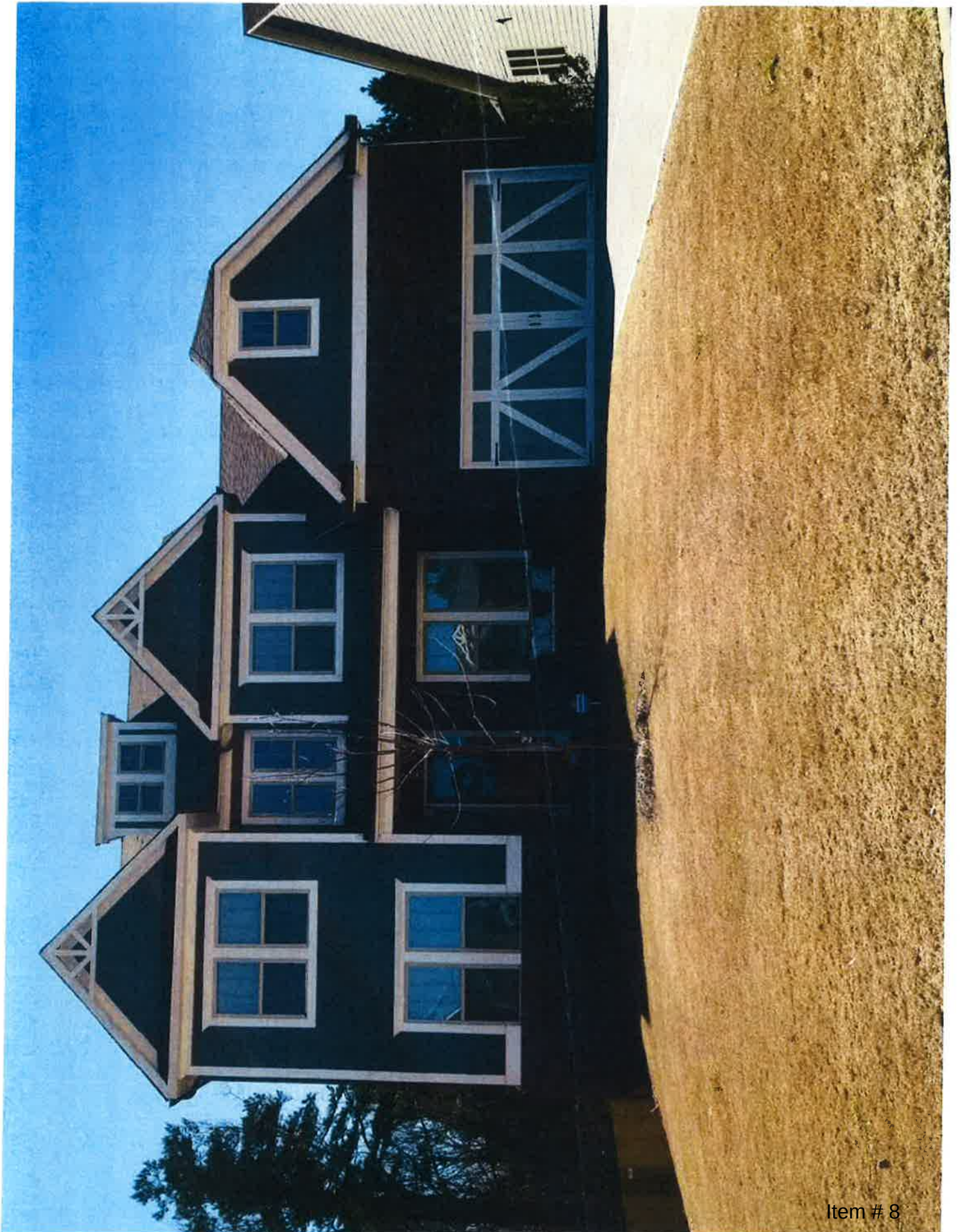
*As of 3/19/19 per information found on Bartow County Tax & GIS website / cwe

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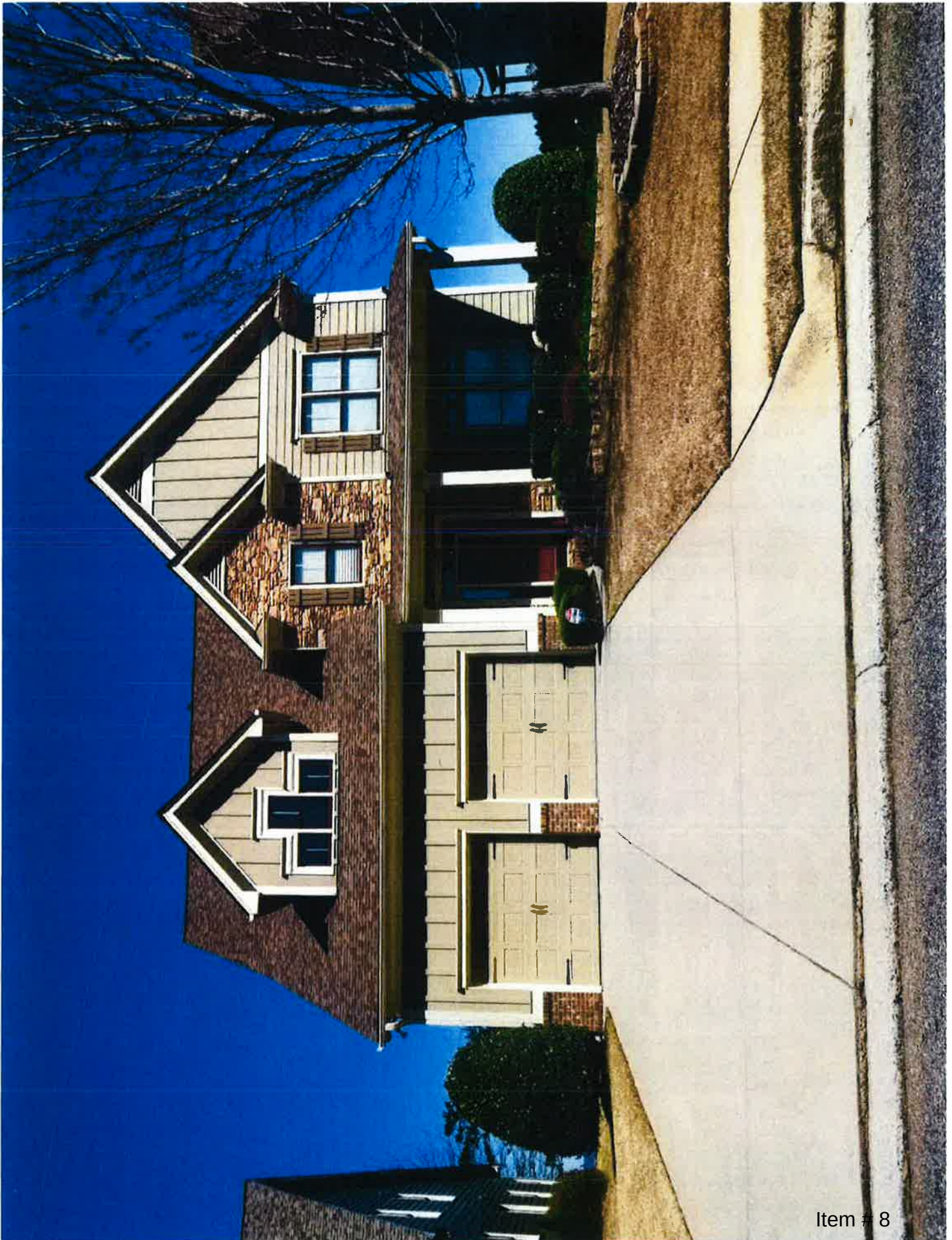
Photos of Comparable Houses



Item # 8



Item # 8

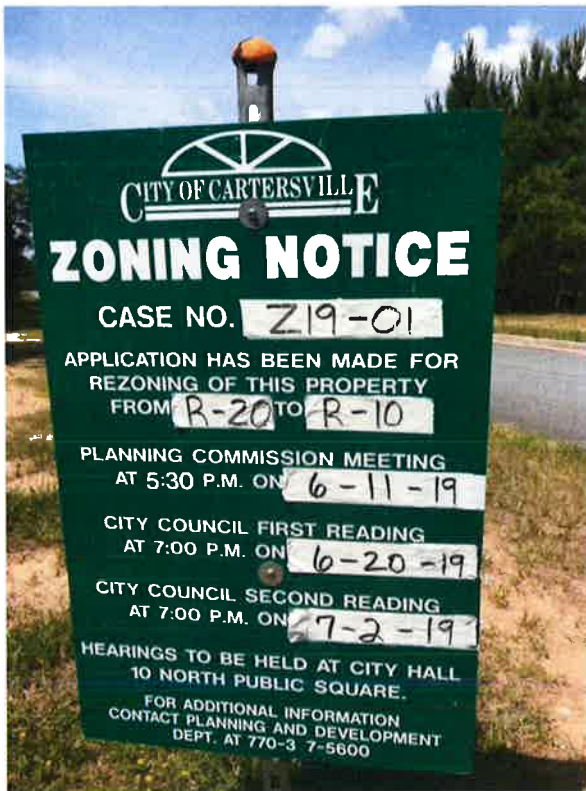


Item # 8



Item # 8

Z19-01





City of Cartersville

City Council Meeting

6/20/2019 7:00:00 PM

Z19-03: Rezone 4.18+/- acres from G-C to H-I. Applicant: Tilley Properties Inc.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Tilley Properties, Inc. requests to rezone 4.18+/- acres of the G-C zone (General Commercial) to H-I(Heavy Industrial) of this 26.5 acre, G-C/ H-I split zoned parcel. The southern H-I boundary would adjust to the south and west reducing the G-C area by approximately 50% and creating a narrower G-C tract along the entire property boundary adjacent to Hwy 41.
City Manager's Remarks:	This is the first reading. This is for the property to be rezoned to H-I for a potential future expansion.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-03**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Tilley Properties Inc.**

Representative: **Jeff Watkins**

Property Owner: **Tilley Properties Inc.**

Property Location: **640 Joe Frank Harris Parkway (C018-0001-003)**

Access to the Property: **Joe Frank Harris Parkway**

Site Characteristics:

Tract Size: Acres: **26.50** District: **4th** Section: **3rd** LL(S): **529 & 530**

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

LAND USE INFORMATION

Current Zoning: **Heavy Industrial (H-I) & General Commercial (G-C)**

Proposed Zoning: **Expanded H-I area & Reduced G-C area.**

Proposed Use: **Potential for expansion of salvage yard**

Current Zoning of Adjacent Property:

North: **G-C (General Commercial), P-I (Public/Institutional), & MN (Mining)**

South: **G-C (General Commercial), H-I (Heavy Industrial), & MN (Mining)**

East: **H-I (Heavy Industrial) & MN (Mining)**

West: **H-I (Heavy Industrial) & M-U (Multiple Use)**

The Future Development Plan designates the subject property as: **Workplace Center**

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

ZONING ANALYSIS

Zoning and Land Use History

In 2003, Tilley Properties and New Riverside Ochre company (NRO) agreed to several land swaps and associated rezonings that led to the current configuration of the H-I and MN zoned areas for said parcel. Also, in 2003, several variances were obtained by Tilley properties and NRO to allow the reconfigured and newly zoned tracts to legally exist.

The approved variances for the Tilley property, case #V03-21, were to:

1. Reduce the required road frontage from 175' to 0'.
2. Reduce the required buffer from 50' to 0'
3. Reduce the required minimum acreage for a salvage yard from 20 acres to 10 acres.
4. Eliminate required landscaping per the landscape ordinance.

These variances were primarily justified due to the H-I zoned area and salvage yard were not visible from a public roadway (Hwy 41). See appeals letter dated 9-12-03 (attached).

Per the 1996 zoning map (page ED-29, attached), the G-C zoned area was approximately 300ft wide and, generally, paralleled Hwy 41. At some point between 1996 and 2003, the G-C boundary was adjusted north to include the Elks Lodge building at the top of Brookshire Drive. No zoning case files have been found to document this shift; therefore, it is presumed to have been a staff initiated change during an annual zoning map update.

Rezoning Summary

The existing 26.5 +/- acre property is split zoned between Heavy Industrial (H-I) and General Commercial (G-C). The majority of the H-I area is used as a vehicle storage and salvage yard associated with the former Crest Auto Parts. Incidental office/ warehouse uses and buildings associated with the salvage operations exist. The G-C area located south and west of the H-I area and adjacent to Hwy 41 contains two (2) structures, including the former Elk's Lodge, that are primarily used as assembly, commercial and/or office space. A small area on the southeast corner is used as an expansion of the salvage yard operations.

The applicant would like to expand the H-I boundary by 4.18 acres; thereby reducing the G-C area by the same acreage. The southern H-I boundary would adjust to the south and west reducing the G-C area by approximately 50% and creating a narrower tract along the entire property boundary adjacent to Hwy 41.

This rezoning case is associated with Z19-04 in which a Tilley-owned MN/ H-I split zoned parcel is proposed to be zoned all H-I in order to simplify the zoning designations since all mining activities have ceased. This tract has served as a salvage yard for many years.

City Department Comments

Electric: Takes no exception

Fibercom: Takes no exception

Fire: No comments received at time of printing on 6/5.

Gas: No comments received at time of printing on 6/5.

Public Works: No comments received at time of printing on 6/5.

Water and Sewer: Takes no exception

Public Comments: None received as of 6/5.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned G-C (General Commercial), P-I (Public/Institutional), MN (Mining), & H-I (Heavy Industrial).
2. *The suitability of the subject property for the zoned purposes.*
Leaving the G-C zoned area adjacent to Hwy 41 is appropriate. Enlarging the H-I area for the potential vehicle storage and salvage operations where storage will be visible from Hwy 41 may not be appropriate.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The public will have little or no gain from the shift of the zoning boundary unless salvage operations are expanded. No hardships by the owner have been stated.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will maintain a permissible and appropriate G-C use along Hwy 41 and may permit, or at least maintain, a permissible H-I use. If the intent of the applicant is to expand the salvage yard operation, then conditions to buffer the G-C zoned area and Hwy 41 corridor will be required.

6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does not conform with the Future Development Plan and Comprehensive Land Use Plan for the H-I area. The G-C area does conform to the Future Development Plan and Comprehensive Land Use Plan.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION:

Staff recommends approval with the following conditions if the intent of the applicant is to expand the salvage yard operations now or anytime in the future:

- 1) Comply with the Special Use Permit requirements for salvage yards per Zoning Ordinance Section 16.4.14, Standards B(1) and B(2) (attached):

The reason for the condition is that in 2003, it was argued on the V03-21 appeals letter that the H-I zoning and salvage yard uses were not visible from a public roadway (Hwy 41). Expanding the H-I boundary south and west nullifies this argument and puts the H-I zoning and potential salvage operation in direct line of sight of the Hwy 41 corridor and G-C zoned area.

PLANNING COMMISSION RECOMMENDATION:

Recommends approval with staff recommended condition (4-0):

1. Comply with the Special Use Permit requirements for salvage yards per Zoning Ordinance Section 16.4.14, Standards B(1) and B(2).

1. Minimum lot area shall be five (5) acres.
2. A minimum fifteen-foot wide buffer, five (5) of which may be within the required setback, shall be required along all property lines abutting a single-family residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
3. Homes/buildings shall be constructed with no less than fifty (50) percent brick or stone materials.
4. A preliminary master plan of the retirement center shall be submitted to the department of planning and development at the time of filing for a special use. Such plan shall be prepared by an architect, engineer, or land surveyor whose state registration is current and valid and the plan shall exhibit such seal or other to validate such. The plan shall become a condition of the special use. If future proposed changes to such plan increase the overall density, the applicant must obtain approval from the planning commission.

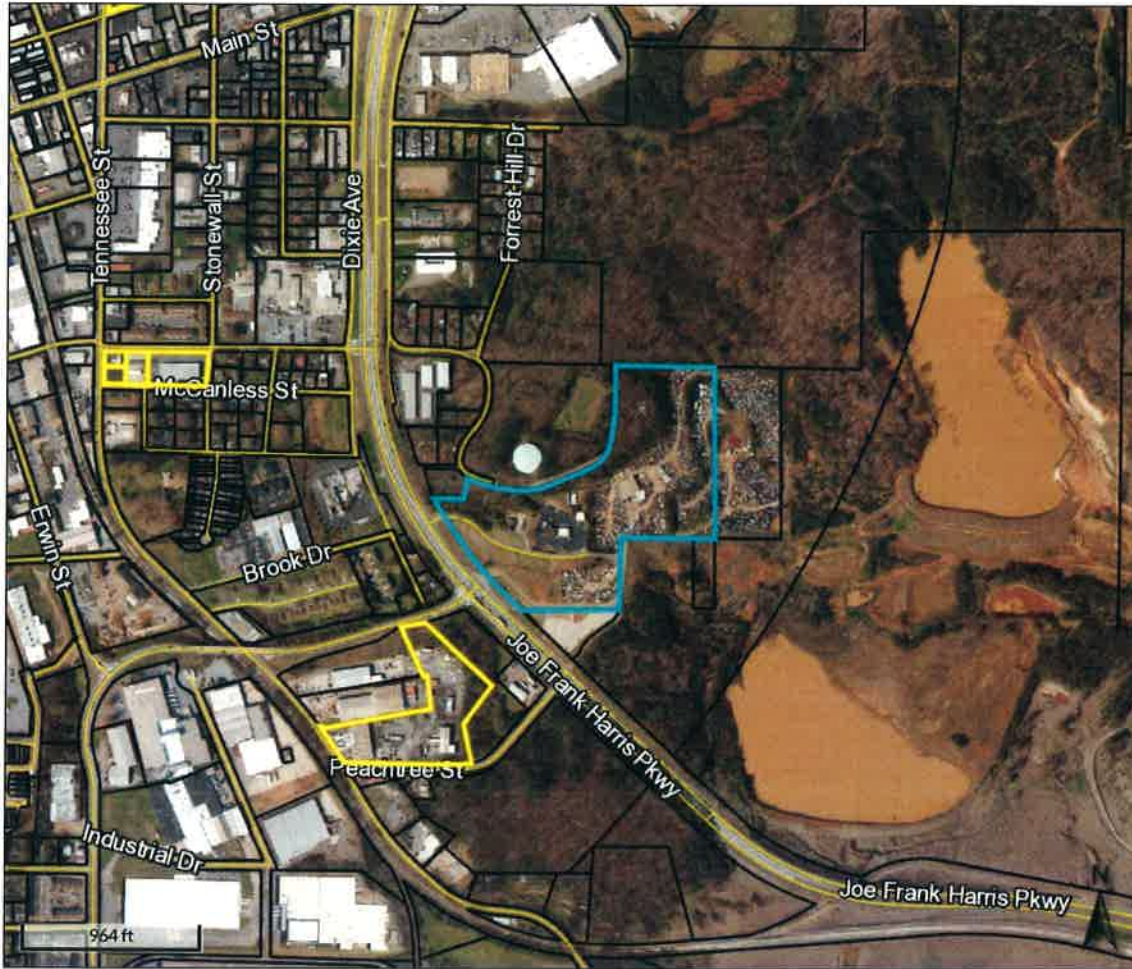
1. Salvage yards shall have a minimum fifty-foot wide buffer along all abutting nonresidential property lines and a one hundred-foot wide buffer along all abutting residential property lines to provide a visual screen in accordance with section 4.17 of this chapter.
2. Salvage yards shall not stack vehicles or salvage material so as to be visible from any adjoining property or street.
3. Salvage yards shall have a minimum lot size of twenty (20) acres.

1. Minimum lot area shall be one (1) acre.
2. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines abutting a residential district to provide a visual screen in accordance with section 4.17 of this chapter.
3. Delivery service areas shall not be located within one hundred (100) feet of an adjoining residential district or use and shall be screened in accordance with section 4.17 of this chapter.



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Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels

Item # 9

Parcel ID C018-0001-003

Sec/Twp/Rng n/a

Property Address 650 JOE FRANK HARRIS PKWY
Cartersville

District Cartersville

Brief Tax Description LL530 LD4 S3

(Note: Not to be used on legal documents)

Alternate ID 34526

Class Commercial

Acreage 26.5

Owner Address TILLEY PROPERTIES INC

917 N TENNESSEE ST

CARTERSVILLE GA 30120-240

Date created: 5/22/2019

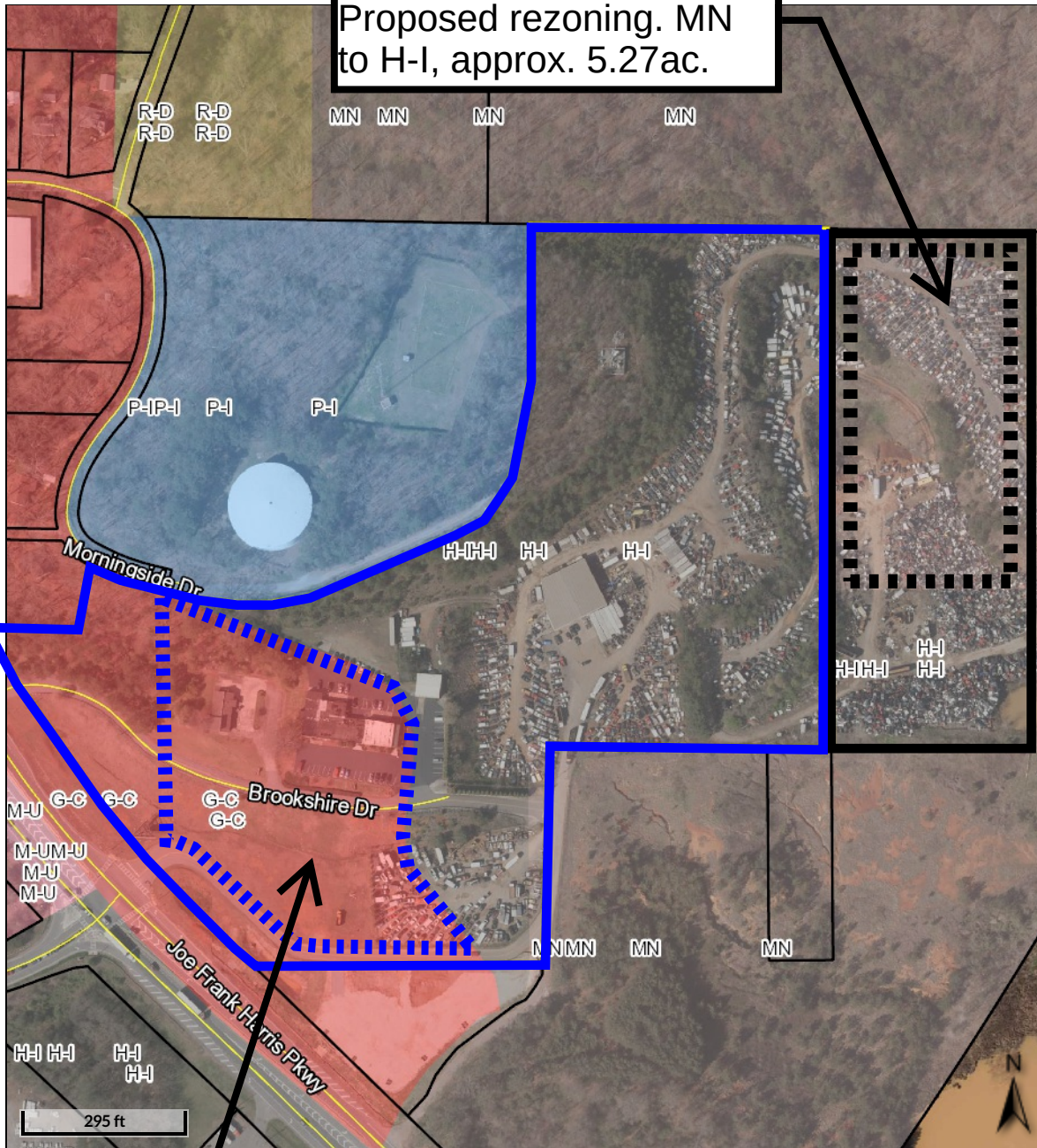
Last Data Uploaded: 5/21/2019 9:54:26 PM

Developed by  Schneider
GEOSPATIAL

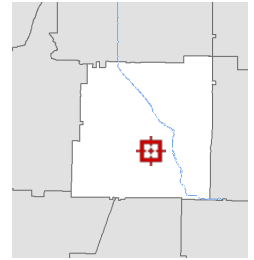


Bartow County, GA

Part of C018-0001-008.
Proposed rezoning. MN
to H-I, approx. 5.27ac.



Overview



Legend

Parcels

Roads

City Labels

Cartersville Zoning

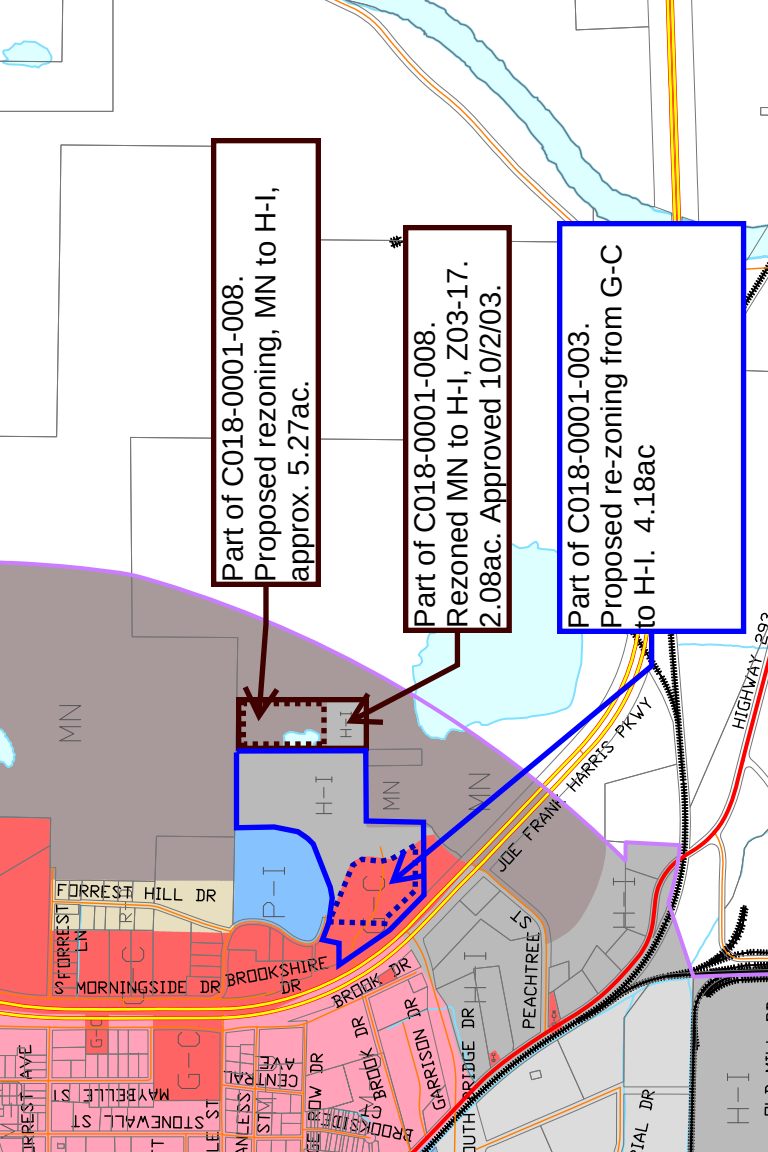
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

Part of C018-0001-003.
Proposed rezoning. G-C
to H-I, approx. 4.18ac.

Part of C018-0001-008.
Proposed rezoning, MN to H-I,
approx. 5.27ac.

Part of C018-0001-008.
Rezoned MN to H-I, Z03-17.
2.08ac. Approved 10/2/03.

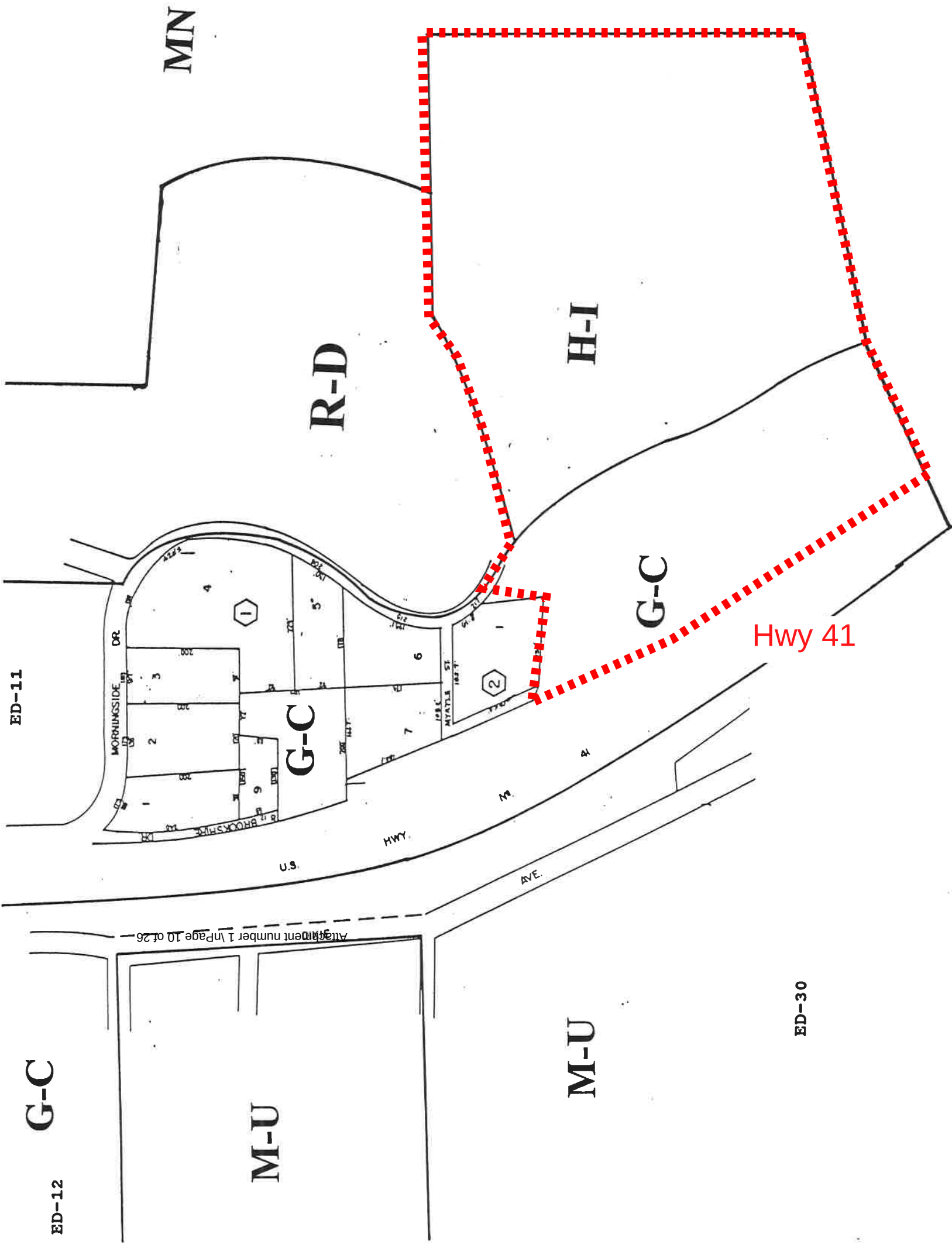
Part of C018-0001-003.
Proposed re-zoning from G-C
to H-I. 4.18ac





Item # 9

1996 zoning map
Tilley Properties



City of Cartersville
10 North Public Square
P.O. Box 1390
Cartersville, Georgia 30120

770-387-5661
Telephone

COMMUNITY DEVELOPMENT DEPARTMENT

770-387-5605
Telefax

Application to the Board of Zoning Appeals

(PLEASE PRINT OR TYPE)

Application No. V03-21

Date: 9/12/03

Item # 9

1. Application for: ☒ Variance () Special Exception () Administrative Review

2. Property Location: Peachtree Street / U.S. 41

3. LEGAL DESCRIPTION OF PROPERTY

Attach a legal survey plat showing the metes and bounds of the tract. If the property is within a recorded subdivision, give the following information:

SUBDIVISION NAME: _____ UNIT/PHASE: _____

LOT NUMBER: _____ BLOCK DESIGNATION: _____ LAND LOT(S): 530

DISTRICT: 4th SECTION: 3rd ROAD NAME: _____

RECORDED IN PLAT BOOK: _____ PAGE: _____

4. Zoning Classification: H-I

5. Request: (For variances, a letter of appeal stating the hardship or purpose of the appeal must be attached.)

Eliminate requirement that subject property have frontage on a public roadway;

reduce minimum acreage requirement and eliminate buffers for salvage yard.

Eliminate requirement that salvage yard use comply with Cartersville Landscape Ordinance.

Ordinance Reference and Section: Article IV, Section 4.10; Article XI, Sections 11.2.3 (g), (i), and (k)(3) and (5).

TILLEY PROPERTIES, INC.
917 North Tennessee Street, Cartersville, Georgia 30120
Phone 770/386-0040 * Fax 770/386-7538

V03-21

September 12, 2003

Cartersville Board of Zoning Appeals
10 North Public Squares
Cartersville, Georgia 30120

Dear Board Members:

Applicant seeks the following variances for these reasons:

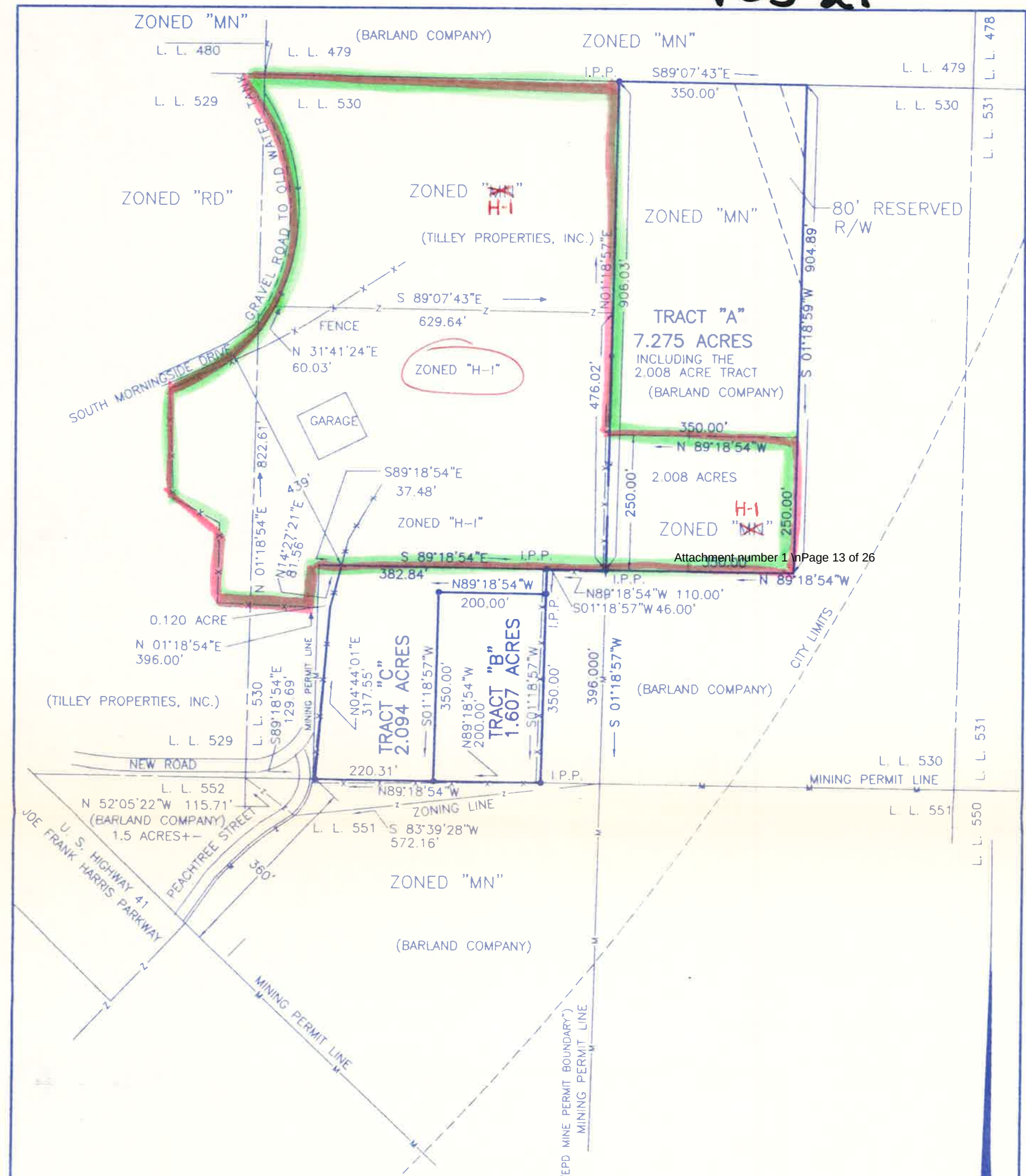
- Same request*
1. Variance from the requirement of Article IV, Section 4.10 that every lot shall abut a street. The subject tracts abut other portions of applicant's property, which do abut a public street. There is public access to the subject property.
 2. Variance from Section 11.2.3(G) (Heavy Industrial Development Standards) requiring 175 feet of street frontage. Because the subject tract abuts applicant's adjacent property, which fronts on a public street, this is not necessary.
 3. Variance from Sections 11.2.3(I) and K (3) (minimum buffer requirements). Applicant seeks a reduction from the otherwise applicable buffers of these sections to zero feet. The tract abuts property being mined eliminating the need for buffers. This is especially true because the adjacent mining tracts have minimal or no buffers. Buffers are inappropriate between mining and salvage yard uses, which are not visible from public roadways.
 4. Variance from Section 11.2.3(K)(5) requiring 20 acres minimum for a salvage yard. Applicant seeks a reduction to a 10 acres minimum. This will allow the use of the three adjacent parcels as one salvage yard, eliminating the need for multiple salvage yards in the City.
 5. Variance from the Cartersville Landscape Ordinance Code Section 17-61, et seq. The purpose of the landscape ordinance is to require landscaping on lots visible to public roadways. The subject parcels are not visible from a public roadway.

Sincerely,

Gene Tilley
Gene Tilley

Item # 9

V03-21



DRAWING FOR
NEW RIVERSIDE OCHRE COMPANY
 PROPERTY IN THE CITY OF CARTERSVILLE,
 IN LAND LOTS 530 & 551, 4th DISTRICT,
 3rd SECTION, BARTOW COUNTY, GEORGIA

FIELD TRAVERSE:
 CLOSURE; ONE FOOT IN 10,000 FEET
 USING A LIETZ SET 3.
 ANGULAR ERROR; 0°00'06" PER ANGLE
 POINT USING A LIETZ SET 3.
 ADJUSTED; USING THE COMPASS RULE.

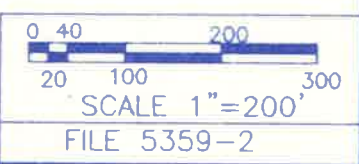
1190-4.CRD 5359-2.DWG
 NOTE: IRON PINS ARE (1/2" RE-BAR)
 EXCEPT AS SHOWN.

SMITH & SMITH LAND SURVEYORS, P.C.
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457
 REGISTERED LAND SURVEYOR No. 1803



PLAT CLOSURE;
 ONE FOOT IN
 301,000 FEET
 MARCH 31, 2003
 REVISED 5-08-2003
 REVISED 5-22-2003
 REVISED 8-18-2003

R/W — RIGHT OF WAY	R — RADIUS
IPP — IRON PIN PLACED	-X-X- FENCE
IPF — IRON PIN FOUND	— LAND LOT LINE
CM — CONCRETE MARKER	— CENTER LINE
CH — CHORD	— POWER LINE
L OR A — LENGTH OF CURVE	LP — LIGHT POLE



Item # 9

EXHIBIT "C"

MINUTES
OF
THE CARTERSVILLE BOARD OF ZONING APPEALS

The Cartersville Board of Zoning Appeals met in a regularly scheduled meeting on October 13, 2003 at 4:30 P.M. in the City Hall Council Chambers.

Present: Commission members:
Linda Brunt, Gene Lewis, Gene McMillan, Jody Parker, Ken Wilson,
Staff Present:
Randy Mannino, and City Attorney Keith Lovell

Absent: Clifford Benham, Lamar Pendley,

Guests: See attached attendance register

Chairman Lewis called the meeting to order at 4:30 P.M. Mr. McMillan made a motion to accept minutes of the September 15, 2003 meeting as distributed, seconded by Mr. Parker, and the motion passed unanimously.

File #SE03-5: Review of Special Exception request by David & Patricia Harkins for property located at 840 Joe Frank Harris Parkway.

Chairman Lewis read the agenda item and asked Mr. Mannino to review the request. Mr. Mannino noted for the record that all adjacent property owners were notified and the legal notice and sign were properly placed for all items on the agenda. This is the formally withdrawn application (AR03-2) from David Harkin which initially was seeking to get "grandfathered" status by appealing Mr. Alday's position on the matter. The applicant declared to have been utilizing the lot in question for storage for some time and that exterior storage on the lot should be "grandfathered" as an allowable use.

In attempt to resolve the matter, Mr. Alday suggested the present course of action for the applicant. The Special Exception application is to increase the area of the non-conforming use of the structure to include the fenced area as identified as "vacant lot" on the submitted plat.

The desired condition would be to limit the expansion of said use and any outside storage to the fenced area as identified on the plat; and to provide a solid/opaque fencing to properly screen the area.

Mr. David Harkins spoke in behalf of the application. He explained the matter and clarified the area in question by referring to the site plan. He also stated that the fence is eight feet tall.

No one else spoke for or against the request. The Board briefly discussed the issue, and asked Mr. Harkins if all of the equipment would be stored within the fenced area. Mr. Harkins responded by noting all of the equipment would be moved to said area. He was also asked if he intended to screen the area within the fence. Mr. Harkins further noted that slats would be added to the existing chain link fence.

There was a motion by Mr. McMillan to approve the request for the fenced area as identified on the plat; and to provide slats for the fence to properly screen the area, seconded by Ms. Brunt, and it passed unanimously.

File #V03-20: Review of Variance request by Earnest Cochran for property located off of Market Square Boulevard (proposed Firestone Tire Store).

Chairman Lewis asked Mr. Mannino to review the request. Mr. Mannino said site is off of Market Place Boulevard, north of Bartow County Bank and east of Unity National Bank. It is adjacent to the newly developed Ruby Tuesday's restaurant. The requests are as follows:

1. Reduce the required road frontage from 110' to 0'.
2. Allow a free-standing sign (25' high & 120 sq. ft. in area)
3. Allow 200 sq. ft. of wall signage. Presently, no signage is allowed due to the lack of road frontage.

Again, this is adjacent to Ruby Tuesday's restaurant which received approvals for the exact requests in April of 2002. Apparently the lots were created prior to being annexed by the City of Cartersville. The fact that it (as well as the adjacent lot) is land locked, and has no road frontage necessitates the need for the requests.

Mr. Jeremy Petit spoke on behalf of the request. He explained that he also represented the Ruby Tuesday's request, and this application is requesting the same as what was finally approved for the restaurant. The variances are necessary because there is no official road frontage.

No one else came forward to speak for or against the request.

The Board asked questions concerning building frontage, landscaping, and other site specific details.

There was a motion by Mr. Wilson, seconded by Mr. Parker to approve the request, and it passed unanimously.

File #V03-22: Review of Variance request by New Riverside Ochre Co. Inc., & Rayed Real Estate Ltd., for property located off of U.S. 41 and in the area of Peachtree Street Ext.

Chairman Lewis asked ^{recused} Mr. Mannino to review the request. Ms. Brunt announced that she would be ~~abstaining~~ from participation in this application. Mr. Mannino explained that this site is interrelated to file # V03-21, and based on the berm plans that are proposed on this site, we needed to hear this request first. A portion of the property is also part of an agreement and property swap between Tilley Properties and New Riverside Ochre (NRO) that partially resulted from a violation notice for certain mining activities. With the exception of a small .6 acre segment which was accidentally left off of the re-zoning application, the re-zonings associated with said agreement were approved by the City on October 2, 2003. Because of the pending re-zoning of the .6 acre tract (to be finalized November 2nd), approval of this request would be contingent upon finalization of the pending zoning action.

The request is as follows:

1. Reduce the required 500' buffer requirement for mining to 25'.

The necessity to reduce the required buffer is due to the actual location of the mineral deposit on the subject property as was explained in the re-zoning process. If the Board chooses to grant this request, staff would recommend that any required buffer adjacent to U.S. 41 / Joe Frank Harris Parkway not be reduced below 200'. It was staff's impression, based on discussions with the City Engineer that said swath of mature trees would remain intact. The plan for said mining operation which shows the application request does show no activity in said 200'.

Mr. Harry White spoke on behalf of the request. He further explained the agreement between the parties and the necessity for the request. He also stated that they intended to leave the 200' buffer as indicated by Mr. Mannino. Mr. Lovell stated that the City has reviewed the agreement, and does support the applications to resolve the matter. Stan Bearden from NRO spoke about the actual proposed mining activity and the proposed berms and buffers. Mr. David Flint, representative of Tilley Properties asked for clarification of the 200' buffer to make sure it didn't affect property that his client would be receiving as a result of the private agreement. No one else came forward to speak for or against the request. The Board had a general discussion on the issues.

There was a motion by Mr. Parker, seconded by Mr. Wilson to approve the request to a 25' buffer, with a 200' natural buffer to remain adjacent to U.S. 41 as shown on submitted plat, and it passed 4-0-1 (Ms Brunt ~~abstained~~).

^{recused}

Item # 9

File #V03-21: Review of Variance request by Tilley Properties Inc. for property located off of Peachtree Street Ext. & U.S. 41 (Crest Auto Parts).

Chairman Lewis read the agenda item and asked Mr. ^{recused} Mannino to review the requests. Ms. Brunt announced that she would be also ~~abstaining~~ from participation in this application. The site is the area of Crest Auto Parts, an existing auto salvage facility. A portion of the property is also part of the agreement and property swap between Tilley Properties and New Riverside Ochre (NRO) that was discussed in the previous hearing (V03-22). The re-zonings associated with said agreement were approved by the City on October 2, 2003.

The requests are as follows:

1. Reduce the required road frontage from 175' to 0'.
2. Reduce the required buffer from 50' to 0'
3. Reduce the required minimum acreage for a salvage yard from 20 acres to 10 acres.
4. Eliminate required landscaping per the landscape ordinance.

The applicant does own adjacent property which does have frontage along U.S. 41. If the Board chooses to grant these requests, staff would recommend 1.) proper access and utility easements be put in place to serve the facility, and 2.) an opaque fence be placed around the facility to screen the salvage material in accordance with the intent of the ordinance (at a minimum, said fence should be placed to screen visibility from northbound U.S. 41. The latter recommendation was also discussed in the previous request. NRO has stated that they will be adding a berm adjacent to said area.

Mr. David Flint spoke on behalf of the request. He stated that the fencing would not be necessary as recommended due to the proposed berm that NRO would be providing as part of their agreement and buffer reduction. He further noted that the area of the relocated salvage yard will be below the elevation of the area that will be visible. No one else came forward to speak for or against the request.

There was a motion by Mr. McMillan, seconded by Mr. Wilson to approve the request, and it passed 4-0-1 (Ms Brunt ~~abstained~~ ^{recused}).

There being no further business, the meeting was adjourned at 5:20 P.M.

11/0-2003
Date Approved

Gene Lewis
Gene Lewis, Chairman

Item # 9

Application for Rezoning

City of Cartersville

Case Number: 219-03

Date Received: 5/7/19

Public Hearing Dates:

Planning Commission 6/11/19
5:30pm

1st City Council 6/20/19
7:00pm

2nd City Council 7/2 (Tuesday)
7:00pm

Applicant <u>TILLEY PROPERTIES, INC</u>		Office Phone <u>404-427-5660</u>
(printed name)		
Address <u>917 N TENNESSEE STREET</u>		Mobile/ Other Phone _____
City <u>CARTERSVILLE</u>	State <u>GA</u>	Zip <u>30120</u> Email <u>BETHTILLEY@BELLSOUTH.NET</u>
JEFFREY A. WATKINS, P.C.		Phone (Rep) <u>770-382-7017</u>
Representative's printed name (if other than applicant)		Email (Rep) <u>JEFF@JEFFWATKINSLAW.COM</u>
Representative Signature <u>[Signature]</u>		Applicant Signature <u>[Signature]</u>
Signed, sealed and delivered in presence of <u>[Signature]</u>		My commission expires: _____
Notary Public		

* Titleholder <u>TILLEY PROPERTIES, INC.</u>		Phone <u>404-427-5660</u>
(titleholder's printed name)		
Address <u>917 N TENNESSEE ST</u>		Email <u>BETHTILLEY@BELLSOUTH.NET</u>
Signature <u>[Signature]</u>		
Signed, sealed, delivered in presence of <u>[Signature]</u>		My commission expires: _____
Notary Public		

Present Zoning District <u>G-C</u>	Requested Zoning <u>H-I</u>		
Acreage <u>4.18</u>	Land Lot(s) <u>530 AND 531</u>	District(s) <u>4TH</u>	Section(s) <u>3RD</u>
Location of Property: <u>JOE FRANK HARRIS PKWY (PARCEL C018-0001-003)</u>			
(street address, nearest intersections, etc.)			
Reason for Rezoning Request: <u>mining of the property has ceased and the requested rezoning will allow the zoning of the property to be consistent with the surrounding properties.</u>			
(attach additional statement as necessary)			

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

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: 5/3/19
Date Two Years Prior to Application: 5/3/17
Date Five Years Prior to Application: 5/3/14

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:

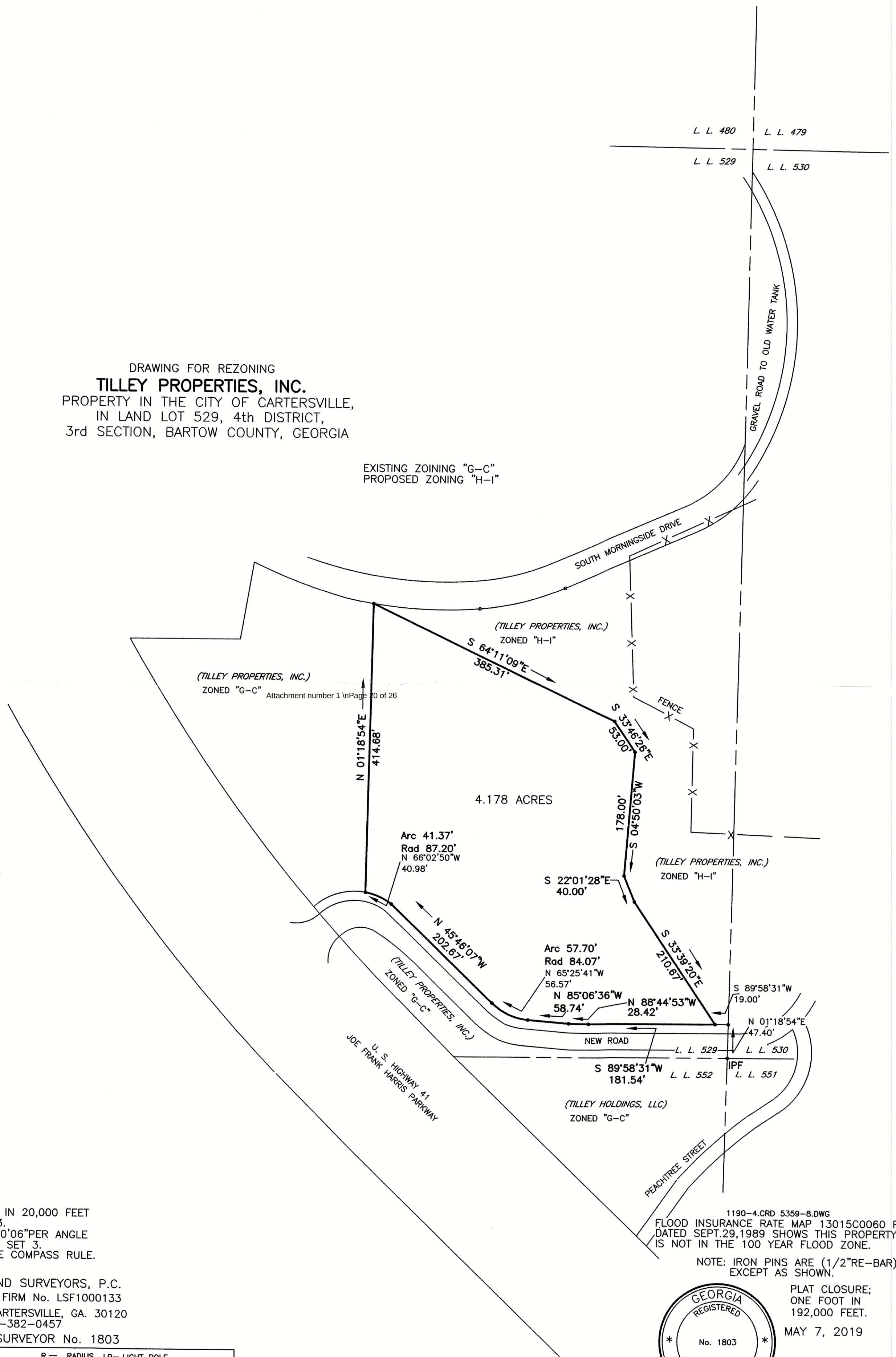
	YES	NO
Mayor: Matt Santini	<u> </u>	<u> </u>
Council Member:		
Ward 1- Kari Hodge	<u> </u>	<u>✓</u>
Ward 2- Jayce Stepp	<u> </u>	<u>✓</u>
Ward 3- Cary Roth	<u> </u>	<u>✓</u>
Ward 4- Calvin Cooley	<u> </u>	<u>✓</u>
Ward 5- Gary Fox	<u> </u>	<u>✓</u>
Ward 6- Taff Wren	<u> </u>	<u>✓</u>
Planning Commission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

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.

B. Little 5/3/2019
Signature Date
Beth Little
Print Name

DRAWING FOR REZONING
TILLEY PROPERTIES, INC.
 PROPERTY IN THE CITY OF CARTERSVILLE,
 IN LAND LOT 529, 4th DISTRICT,
 3rd SECTION, BARTOW COUNTY, GEORGIA

EXISTING ZONING "G-C"
 PROPOSED ZONING "H-I"



FIELD TRAVERSE:
 CLOSURE; ONE FOOT IN 20,000 FEET
 USING A LIETZ SET 3.
 ANGULAR ERROR; 0°00'06"PER ANGLE
 POINT USING A LIETZ SET 3.
 ADJUSTED; USING THE COMPASS RULE.

SMITH & SMITH LAND SURVEYORS, P.C.
 LAND SURVEYOR FIRM No. LSF1000133
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457
 REGISTERED LAND SURVEYOR No. 1803

R/W — RIGHT OF WAY	R — RADIUS	LP — LIGHT POLE
IPP — IRON PIN PLACED	-X-X- FENCE	
IPF — IRON PIN FOUND		LAND LOT LINE
CM — CONCRETE MARKER		CENTER LINE
CH — CHORD		
L OR A — LENGTH OF CURVE		
	—W— POWER LINE	
	PP — POWER POLE	

Item # 9

1190-4.CRD 5359-8.DWG
 FLOOD INSURANCE RATE MAP 13015C0060 F
 DATED SEPT.29,1989 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2"RE-BAR)
 EXCEPT AS SHOWN.



PLAT CLOSURE;
 ONE FOOT IN
 192,000 FEET.
 MAY 7, 2019

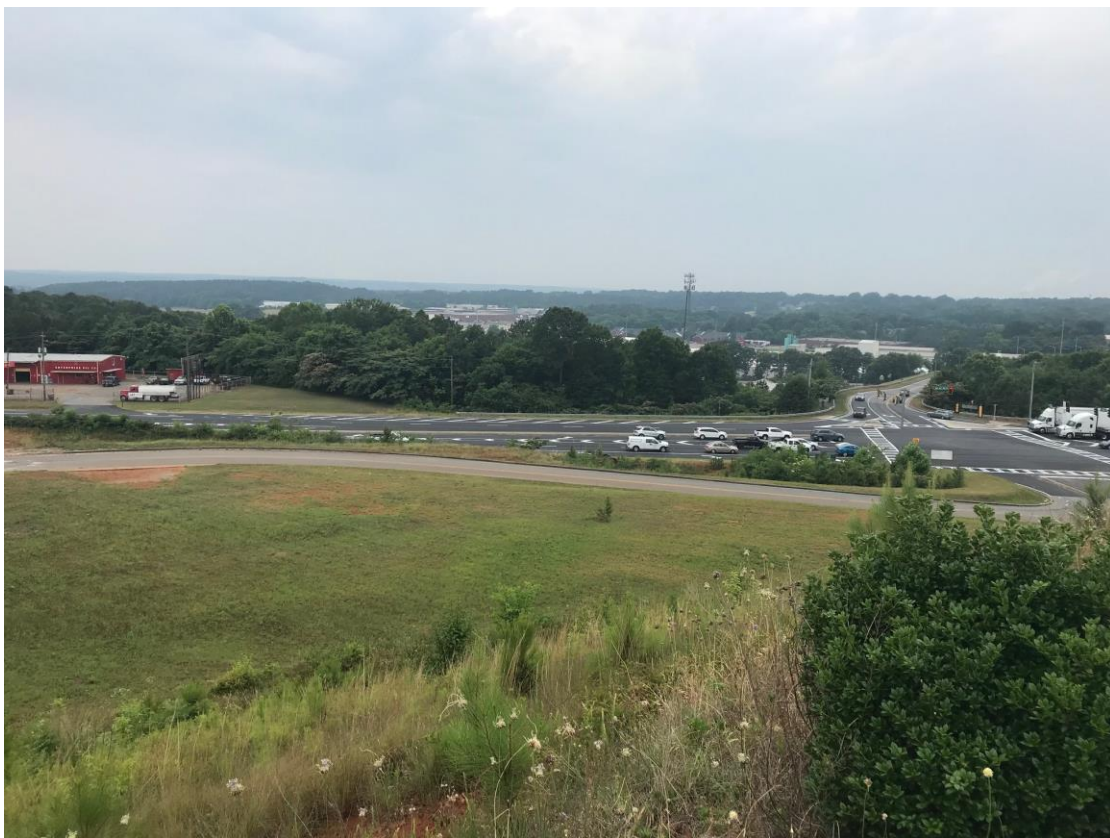
0 20 100
 10 50 150
 SCALE 1"=100'
 FILE 5359-8















City of Cartersville

City Council Meeting

6/20/2019 7:00:00 PM

Z19-04: Rezone 7.28+/- acres from H-I/ MN to H-I. Applicant: Tilley Holdings LLC

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Tilley Holdings, LLC requests to rezone 7.3+/- acres from a split zoning of H-I (Heavy Industrial)/ MN (mining) to H-I only. Mining activities ceased many years ago. The applicant wishes for the zoning to reflect the actual use of the entire parcel.
City Manager's Remarks:	This is the first reading. This will make the entire tract H-I as mining has ceased on the property.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Tilley Properties Inc.**
 Representative: **Jeff Watkins**
 Property Owner: **Tilley Properties Inc.**

Property Location: **Joe Frank Harris Parkway (C018-0001-008)**

Access to the Property: **Joe Frank Harris Parkway**

Site Characteristics:

Tract Size: Acres: **7.27** District: **4th** Section: **3rd** LL(S): **530**

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

LAND USE INFORMATION

Current Zoning: **MN (Mining) & H-I (Heavy Industrial)**
 Proposed Zoning: **Heavy Industrial (H-I)**
 Proposed Use: **Extension of salvage yard**

Current Zoning of Adjacent Property:

North: **MN (Mining)**
 South: **MN (Mining)**
 East: **MN (Mining)**
 West: **H-I (Heavy Industrial)**

The Future Development Plan designates the subject property as: **Mining**

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

ZONING ANALYSIS

Rezoning Summary

This rezoning request is to rezone 7.3 +/- acres from a split zoning of H-I/ MN to H-I only.

The existing 7.3 +/- acre lot is split zoned between Heavy Industrial (H-I) and Mining (MN). The entire lot is used as a vehicle storage and salvage yard. Mining activities ceased many years ago. The applicant would like to remove the MN zoning and convert the parcel completely to an H-I zoned parcel to reflect the actual use of the land. The 2 acre H-I tract was rezoned from MN to H-I in 2003 per Z03-17 as part of a property swap agreement between Tilley Properties and New Riverside Ochre Company. The salvage operation began at that time.

The entire tract is. 7.3 +/- acres with 5.3+/- acres zoned as Mining.

This rezoning case is associated with Z19-03 in which a Tilley-owned G-C/ H-I split zoned parcel is proposed to expand the H-I boundary by 4.18 acres.

City Department Comments

Electric: Takes no exception

Fibercom: Takes no exception

Fire: No comments received at time of printing on 6/5.

Gas: No comments received at time of printing on 6/5.

Public Works: No comments received at time of printing on 6/5.

Water and Sewer: Takes no exception

Public Comments: None received as of 6/4/19

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned MN (Mining) & H-I (Heavy Industrial).

2. *The suitability of the subject property for the zoned purposes.*
The property has been used for industrial or mining applications for many decades. The zoning modification will not impact the suitability of the property for its' current use.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
There is no gain or hardship imposed on the public or owner with the zoning modification.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use that is suitable and compatible with adjacent uses.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does not conform with the Future Development Plan and Comprehensive Land Use Plan, but it will continue the existing land use.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION: Staff recommends approval

PLANNING COMMISSION RECOMMENDATION:

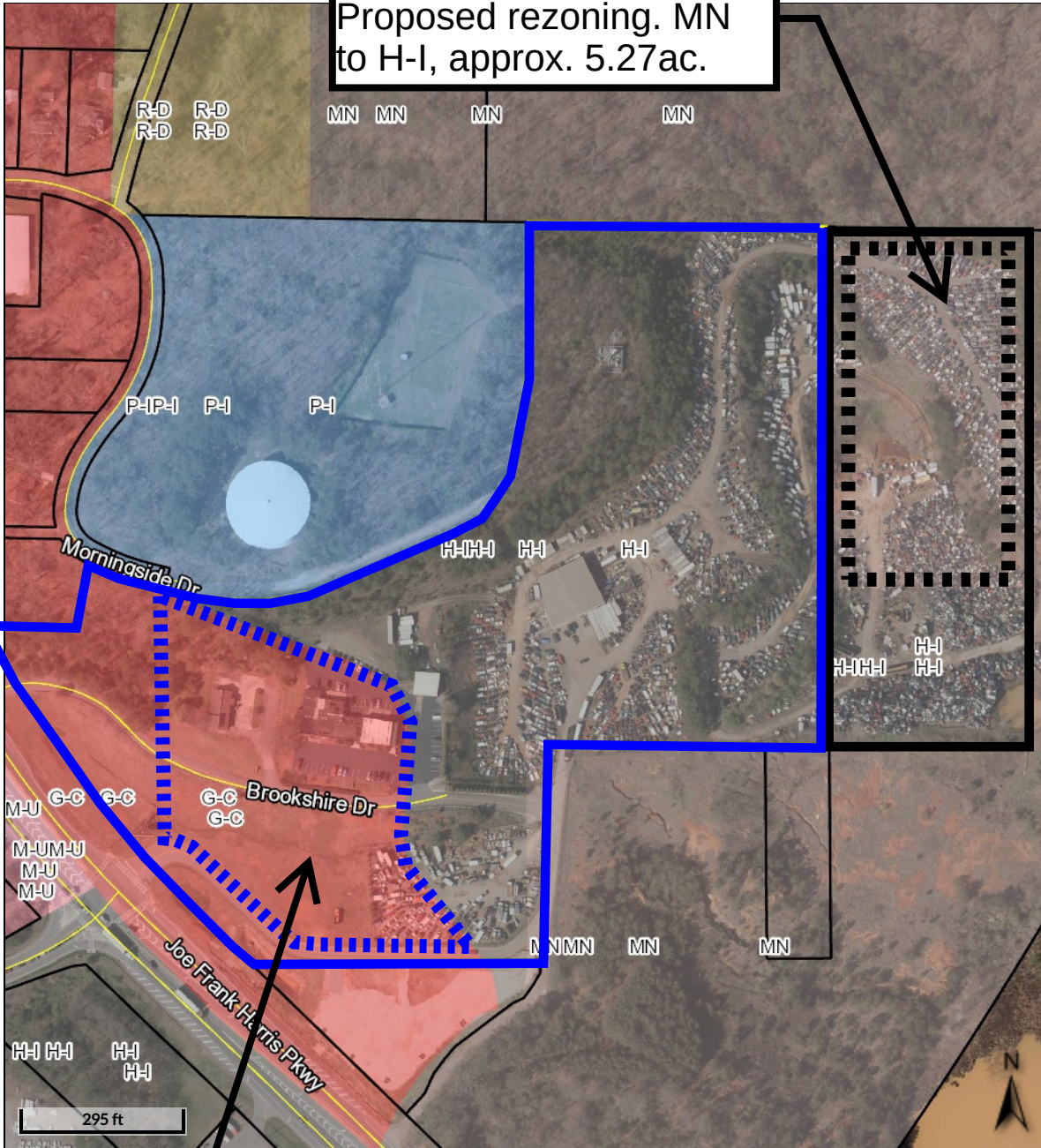
Recommends approval (4-0)



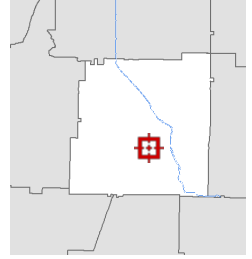
qPublic.net™

Bartow County, GA

Part of C018-0001-008.
Proposed rezoning. MN
to H-I, approx. 5.27ac.



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City Labels

Cartersville Zoning

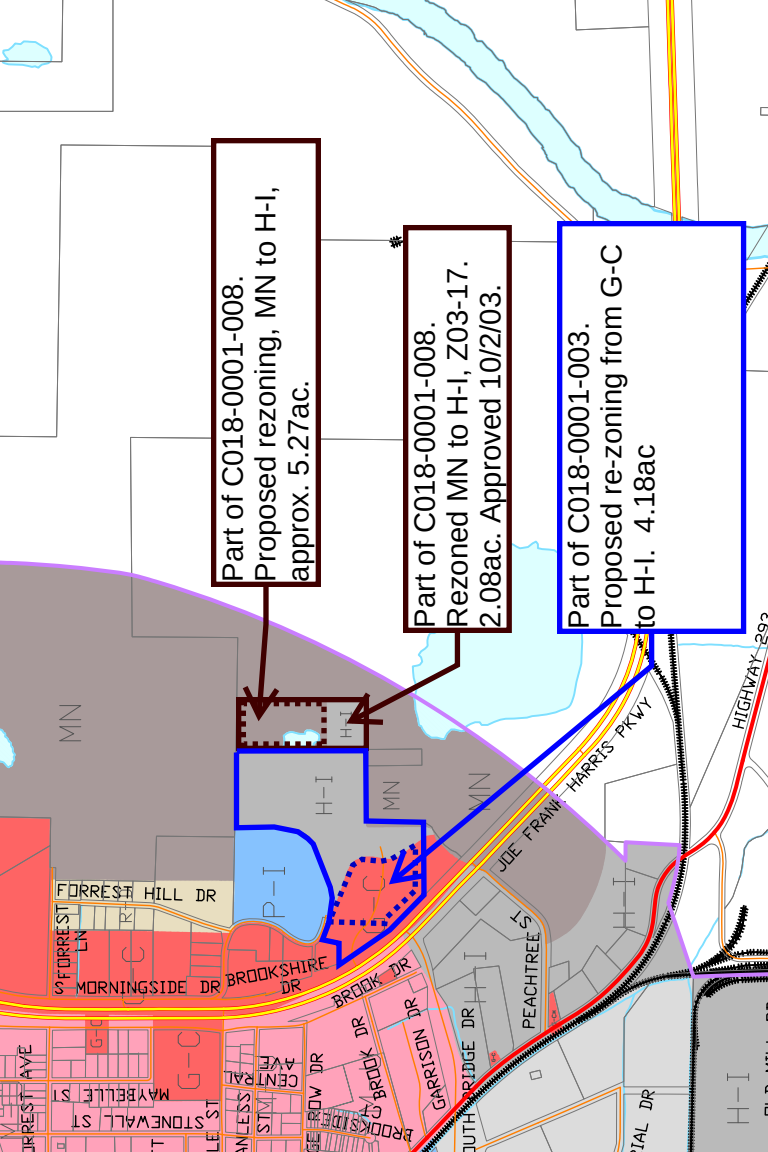
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

Part of C018-0001-003.
Proposed rezoning. G-C
to H-I, approx. 4.18ac.

Part of C018-0001-008.
Proposed rezoning, MN to H-I,
approx. 5.27ac.

Part of C018-0001-008.
Rezoned MN to H-I, Z03-17.
2.08ac. Approved 10/2/03.

Part of C018-0001-003.
Proposed re-zoning from G-C
to H-I. 4.18ac



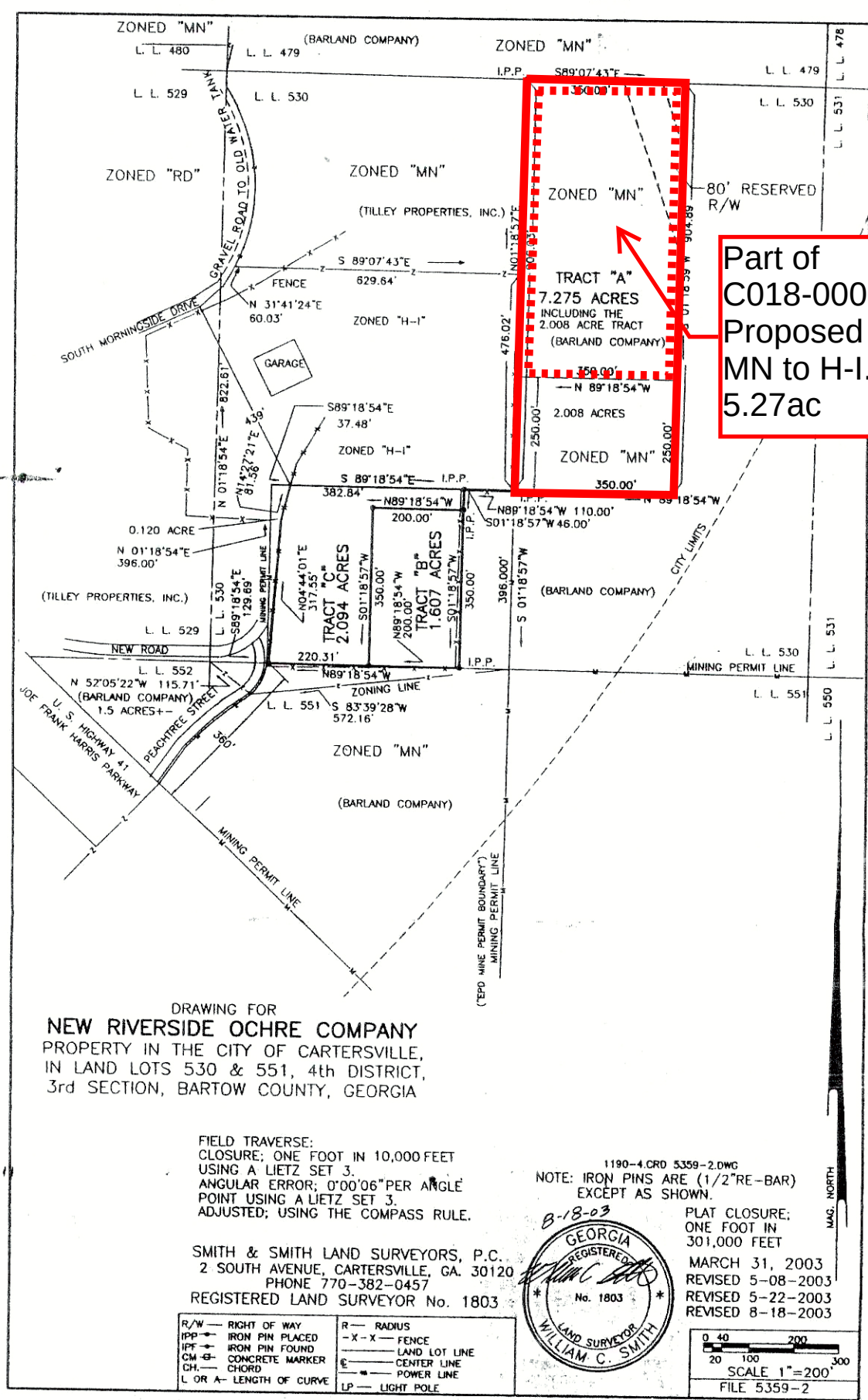


Exhibit "C"

Application for Rezoning

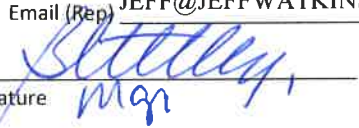
City of Cartersville

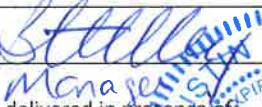
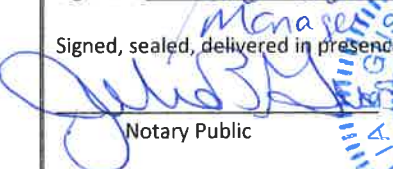
Case Number: 219-04

Date Received: 5/7/19

Public Hearing Dates:

Planning Commission 6/11/19 5:30pm 1st City Council 6/20/19 7:00pm 2nd City Council 7/2 (Tuesday) 7:00pm

Applicant	TILLEY HOLDINGS, LLC		Office Phone	404-427-5660	
	(printed name)				
Address	917 N TENNESSEE STREET		Mobile/ Other Phone		
City	CARTERSVILLE	State	GA	Zip	30120
		Email	BETHTILLEY@BELLSOUTH.NET		
JEFFREY A. WATKINS, P.C.		Phone (Rep)	770-382-7017		
Representative's printed name (if other than applicant)		Email (Rep)	JEFF@JEFFWATKINSLAW.COM		
					
Representative Signature		Applicant Signature			
Signed, sealed and delivered in presence of:		My commission expires:			
					
Notary Public					

* Titleholder	TILLEY HOLDINGS, LLC		Phone	404-427-5660	
	(titleholder's printed name)				
Address	917 N TENNESSEE ST		Email	BETHTILLEY@BELLSOUTH.NET	
Signature					
Signed, sealed, delivered in presence of:		My commission expires:			
					
Notary Public					

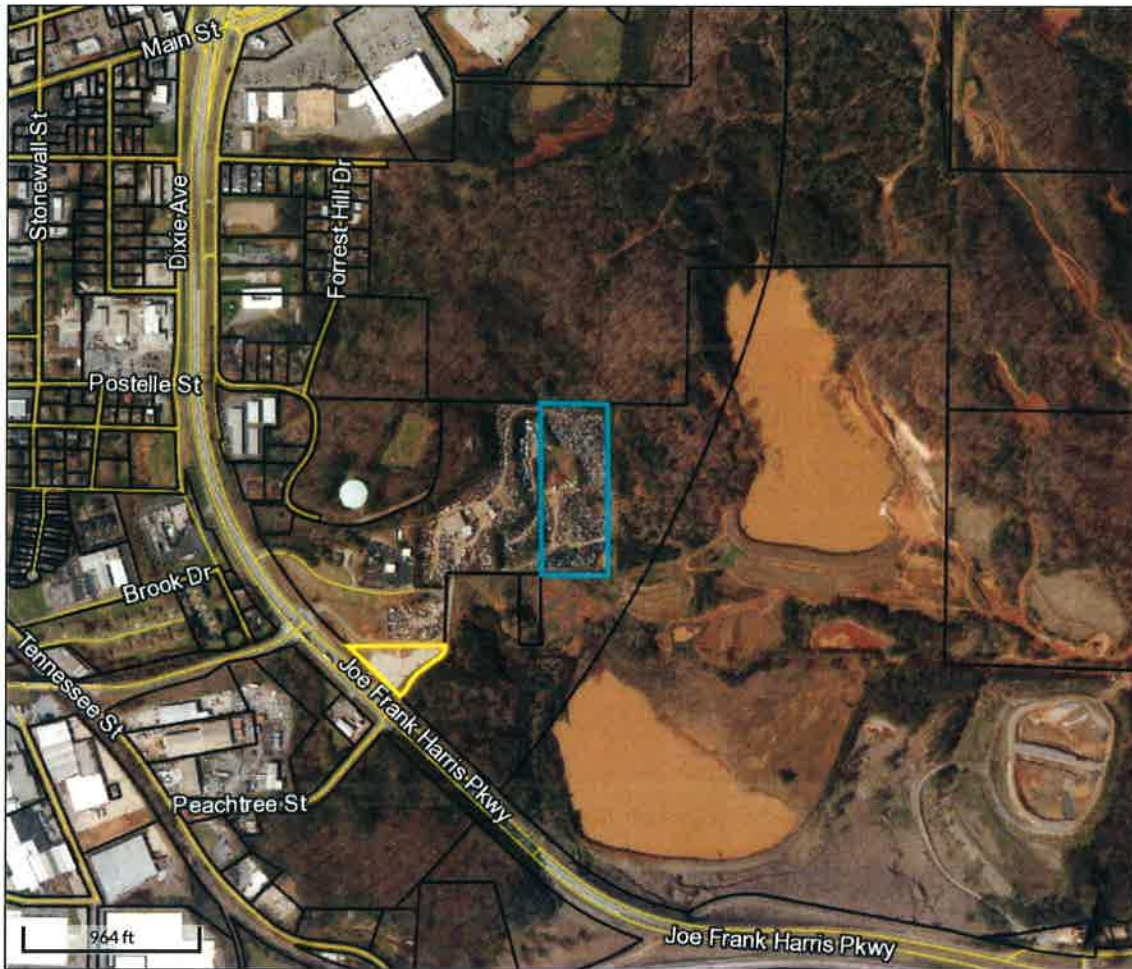
Present Zoning District	M-N/H-I		Requested Zoning	H-I	
Acreage	7.275	Land Lot(s)	530 AND 531	District(s)	4TH
				Section(s)	3RD
Location of Property: JOE FRANK HARRIS PKWY (PARCEL C018-0001-008)					
(street address, nearest intersections, etc.)					
Reason for Rezoning Request: mining of the property has ceased and the requested rezoning will allow the zoning of the property to be consistent with the surrounding properties.					
(attach additional statement as necessary)					

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



qPublic.net™

Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels

Item # 10

Parcel ID	C018-0001-008	Alternate ID	34533	Owner Address	TILLEY HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	Commercial		917 N TENNESSEE ST
Property Address	HWY 41	Acreage	7.27		CARTERSVILLE GA 30120
	Cartersville				

District Cartersville

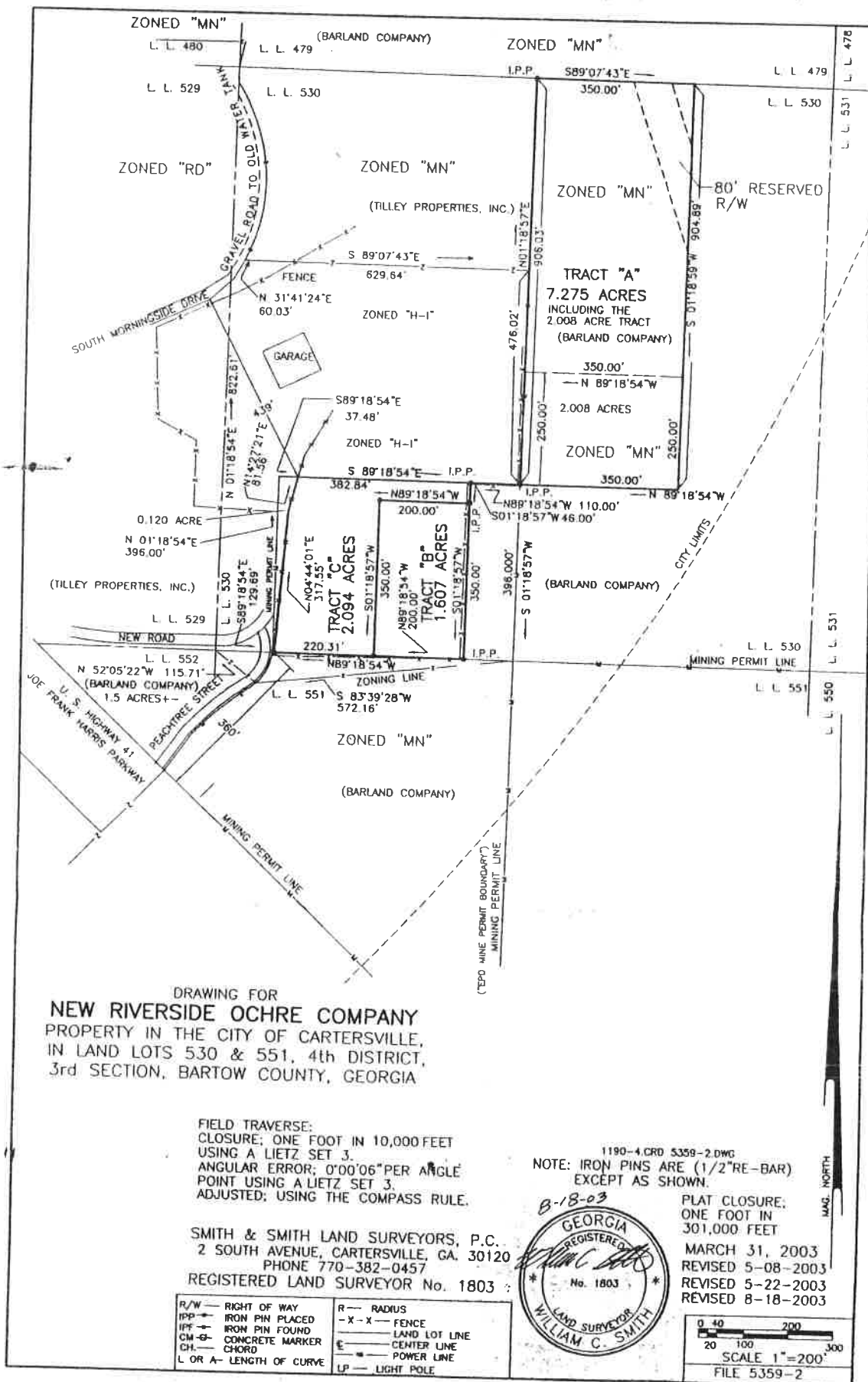
Brief Tax Description LL 530 D 4

(Note: Not to be used on legal documents)

Date created: 5/22/2019

Last Data Uploaded: 5/21/2019 9:54:26 PM

Developed by Schneider
GEOSPATIAL



Item # 10

Exhibit "C"

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: 5/3/19

Date Two Years Prior to Application: 5/3/17

Date Five Years Prior to Application: 5/3/14

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	<u> </u>	<u> </u>
Council Member:		
Ward 1- Kari Hodge	<u> </u>	<u>✓</u>
Ward 2- Jayce Stepp	<u> </u>	<u>✓</u>
Ward 3- Cary Roth	<u> </u>	<u>✓</u>
Ward 4- Calvin Cooley	<u> </u>	<u>✓</u>
Ward 5- Gary Fox	<u> </u>	<u>✓</u>
Ward 6- Taff Wren	<u> </u>	<u>✓</u>
Planning Commission		
Greg Culverhouse	<u> </u>	<u>✓</u>
Harrison Dean	<u> </u>	<u>✓</u>
Lamar Pendley	<u> </u>	<u>✓</u>
Lamar Pinson	<u> </u>	<u>✓</u>
Travis Popham	<u> </u>	<u>✓</u>
Jeffery Ross	<u> </u>	<u>✓</u>
Stephen Smith	<u> </u>	<u>✓</u>

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.

Bettley 5/3/2019
Signature Date
Bettley
Print Name

LIST OF ADJOINING PROPERTY OWNERS

Barland & Raydel Real Estate
P.O. Box 1434
Cartersville, Georgia 3120

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30121

Forty One Connector, Ltd.
P.O. Box 1708
Cartersville, Georgia 30121







City of Cartersville

**City Council Meeting
6/20/2019 7:00:00 PM
Annual Software Maintenance for CityView Software**

SubCategory:	Contracts/Agreements
Department Name:	Planning and Development
Department Summary Recommendation:	This is the annual software maintenance fee for the 2019/2020 budget year. Said software is used for Permits, Inspections, Licensing & Code Enforcement. This is a budgeted item for 2019/2020 and will not be processed for payment until July 1 st .
City Manager's Remarks:	This is the annual software maintenance fee for CityView, which is used for many functions in the Planning and Development Department. It is a budgeted item. Your approval of the software maintenance fee is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Remit To: Harris computer Systems
PO Box 74007259
Chicago, IL 60674-7259

Invoice **MN00117662**
Date **4/26/2019**
Page **1 of 1**

Bill to
Cartersville, City of
Timothy Leffew
1 N. Erwin St. P.O. Box 1390
Cartersville, GA 30120
USA

Ship To
Cartersville, City of
Timothy Leffew
1 N. Erwin St. P.O. Box 1390
Cartersville, GA 30120
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	CAR1102	MICHAEL HIGGINS	DELIVERY	

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	MUNICIPAL MAINT	Annual Software Maintenance term for CityView software: 7/1/2019 to 6/30/2020 Please note: This year's Maintenance fees have been subjected to a 4% increase. Maintenance includes registration fees for 0 participants in the 2019 Harris Customer Training Conference	US\$17,507.23	US\$17,507.23
Invoice Questions? Please call Cyrene Kwok at 1-888-847-7747 ext 2699 OR e-mail CKwok@harriscomputer.com			Subtotal	US\$17,507.23
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$17,507.23

Item # 11



City of Cartersville

**City Council Meeting
6/20/2019 7:00:00 PM
Public Art Under Bridge**

SubCategory:	Contracts/Agreements
Department Name:	Downtown Development Authority
Department Summary Recommendation:	This is revisiting a previous proposal for placing a piece of public art under the bridge at Gilmer Street. After meeting with Tommy Sanders and Dennis Graham, a new mounting system has been devised for the piece. An updated design is being presented for consideration by Council. Staff recommends approval of this project.
City Manager's Remarks:	You all had a discussion on this a few months back in work session. After some discussion with Public Works and a local contractor, a new mounting system has been devised. The design has also been updated and will be presented to you Thursday evening for consideration and approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cultural Arts Alliance of Cartersville & Bartow County

Art in Bartow

Proposed Project

The following information is to outline the proposed art installation under the bridge located at the intersection of N. Gilmer Street and E. Church Street:

Purpose of Project:

1. The painting will add to the easily accessible Public Art in the Downtown Cartersville area but be representative of Bartow County.
2. The painting will help stimulate economic development in the Downtown Area and the County by attracting tourists as well as local enjoyment of the area.
3. The painting will provide an art education theme and involve the participation of students, school art teachers and local artists.
4. The painting will provide a sense of pride in the community by combining its culture and history through art.

Description of Project:

The painting will have an art education theme. It will be mounted on an aluminum frame that will be secured in the sidewalk in front of the bridge retaining wall. It will consist of (6) 4'X8' rectangles of MDO sheets $\frac{3}{4}$ " thick. The painting will illustrate the four content areas of the arts taught in schools under the National Standards for the Arts – drama, dance, visual arts and music and will be based on paintings by four famous national artists. (See photo inserted at end) The four sections represented in attached sample will be customized to be representative of our County.

Drama – Realism:

Edward Hopper is widely acknowledged as the most important realist painter of twentieth century America. The theater painting will be customized to represent the Grand Theater. A likeness of Don Kordecki will be included in the drama section in recognition of his contributions during his life to theater in Bartow County.

Dance – Pop and Street Art:

The four figures in the Dance section will be restyled based on input of local artists and will be reflective of Bartow County and the City of Cartersville.

Visual Arts – Impressionism:

The Vincent Van Gogh Starry Night representation will be changed to incorporate local attractions such as the Booth Museum and The Etowah Indian Mounds

Music – Modern Art – Cubism – Abstract

Picasso's painting will be changed to incorporate instruments representative of different music events in the county such as the Bluegrass Festival and the Adairsville Blues & Brews festival.

Lead Artist of Project:

The actual painting will be done by local artists and volunteers including students. Consulting artist on the project will be Ms. Pat Ritter. Pat has already created the template for this project and has agreed to teach local artists how to implement it. Pat is a juried Teaching Artist with the Kentucky Arts Council and the Tennessee Arts Commission. Pat has designed and implemented art programs for children and adults, classrooms, libraries, summer programs, etc. in addition to Professional Development sessions for teachers and administrators. She has extensive experience providing art education to special needs students in Kentucky and Tennessee. Pat will be available from start to finish to direct and assist a group of Bartow Artists and students with the design and production of the painting.

Projected Project Cost:

The painting will take approximately 1 ½ weeks to complete with a projected start date of July 15, 2019 at a cost of approximately \$6,000.00 which will be funded through public/private sponsorships, donations and grants.

Support from the City of Cartersville Public Works in pressure washing sections of the bridge has already been received. Additional assistance with removing stop signs attached to wall will be needed.

The framing will be designed so that it can be used for different paintings to provide changing exhibits.

Art in Bartow has been approved as a standing committee of the Cultural Art Alliance of Cartersville and Bartow County. This project is a joint effort of the Cultural Arts Alliance, the Downtown Development Authority and the Booth Art Academy to promote and encourage countywide support of all the arts.





City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM
Rotary Club of Etowah for July 4, 2019 Celebration

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This is a contract between the City of Cartersville and the Rotary Club of Etowah for the July 4th celebration at Dellinger Park. Additionally, JRM Management Services, Inc. has contracted with the Rotary Club of Etowah to coordinate this event and the contract is attached.
City Manager's Remarks:	Your approval of this contract is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

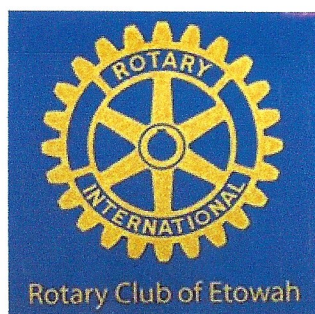


JRM Management Services, Inc.

Tod Miller and Bill Watson

**P.O. Box 777
Kennesaw, GA 30156**

770-423-1330





"THIS MANAGAGEMENT AND SERVICE AGREEMENT (herein "Agreement") is entered into this second day of January 2019 by and between the Rotary Club of Etowah as party of the first part (hereinafter "RCOE") and JRM Management Services, Inc. as party of the second part (hereinafter "JRM") upon the terms set forth below."

1. The purpose of this Agreement is to allow JRM to handle all responsibilities of sponsorship sales, retention, activation, layout, promotion, music/entertainment, kid's activities, logistics, and fireworks for the 2019 Cartersville 4th of July Celebration at Dellinger Park on July 4, 2019 (herein "Event"). JRM agrees that the Event shall be a family-oriented event suitable for children of all ages. JRM further agrees that it shall be responsible for all expenses related to this Project and RCOE shall not be responsible for any expenses of this Project."
2. JRM agrees to perform the following Services:
 - a. JRM Management Services, Inc. will work with RCOE to create a working budget associated with the successful advertising, promotion, entertainment, set-up, maintenance, and clean-up for the Event.
 - b. JRM Management Services, Inc. agrees to work in cooperation with the designated RCOE representatives (to be agreed upon) in all aspects of promoting the Event.
 - c. JRM will have on-site producers for the entire set-up, event and clean-up.
 - d. JRM will provide the RCOE a certificate of insurance that will show liability coverage in the amount of one million dollars (\$1,000,000.00) with RCOE listed as "additional insured" and also with the City of Cartersville listed as an additional insured.
 - e. JRM Management Services, Inc. will operate an office year-round in Cobb County (Kennesaw) to handle all inquires from vendors and prospective vendors and as a source of event information from the general public.
3. The parties agree to the following additional terms:
 - a. JRM is authorized to revise vendor levels, specifically revise exhibiting level sponsor to a minimum cost of \$500.00 for a 10' x 10' space and provide tent, table, and chairs in a high traffic area as part of that sponsorship. JRM is further authorized to revise sponsor levels as set forth below, provided that any changes to sponsor levels set forth below, or any matters of sponsorship not covered below shall be mutually agreeable to the parties. JRM understands that the City of Cartersville prohibits the sale and/or advertisement of alcoholic beverages at this Event; and sponsorship by

Cartersville 4th of July Celebration at Dellinger Park,
Page 2 of 4

companies that produce alcoholic beverages, in keeping with the requirement to maintain a family-oriented Event. Therefore, sponsorship by such companies is prohibited.

1. Sponsorship Levels

- i. \$500.00 Booth (includes tent, table, chairs)
- ii. \$1,500.00 - \$10,000.00 Upper level sponsors that will include advertising and specific promotions.

2. Civic / Non-profit Vendors

- i. \$75.00 - 12' x 12' Booth (space only)
- ii. \$150.00 - 12' x 12' Booth includes 10' x 10' tent

3. Arts & Crafts - Juried Vendors

- i. \$75.00 - 12' x 12' Booth (space only)
- ii. \$150.00 - 12' x 24' Booth (space only)

4. Food Vendors

- i. \$150.00 - Non-profit - 12' x 12' Booth (space only)
- ii. 20% of Gross Sales - For-profit (\$100 deposit required)

- b. JRM will meet with RCOE staff and determine on-site assets and preliminary layout the event. JRM will handle on-site logistics and set-up of all infrastructures.
- c. JRM will handle all aspects of vendors making the process completely "turn-key" and would only require the RCOE to forward any contacts received about the Event.
- d. JRM will help and facilitate in-kind sponsorships designated by the RCOE as beneficial.
- e. JRM will accept all funds in relation to all vendors (cash, check or credit card transactions) on behalf of the RCOE / Event and will meet once a month starting in April of each year with RCOE with a report of progress. JRM will also meet after the Event for any follow-up information and review of any changes to processes or procedures.
- f. JRM will order, facilitate, layout and set all tables, tents, portable toilets associated with the activation of the Event. These items will be estimated and included in the Event budget.
- g. RCOE anticipates that Century Bank will sponsor at \$4,000, the City of Cartersville and the County of Bartow may each donate \$5,000.00 for fireworks. Funds donated by Century Bank, the City and County to RCOE are pass-through items for payment towards the fireworks show, and upon payment of these amounts to RCOE, these funds shall be paid by RCOE to JRM as a supplement to the cost of the fireworks. Notwithstanding the payment of funds from Century Bank, City and/or County, JRM shall be exclusively responsible for the fireworks show and all costs thereof in such amounts as JRM deems

Cartersville 4th of July Celebration at Dellinger Park,
Page 3 of 4

appropriate; the Event budget will be at least \$13,200.00 for fireworks. If the Century Bank, City and/or County do not make donations for fireworks, the parties to this Agreement shall revisit and/or revise the budget regarding fireworks as they can mutually agree.

- h. JRM will assist the City of Cartersville in order to maintain and keep clean the event grounds (Dellinger Park) during and after the Event.
- i. JRM will work with Cartersville Parks & Recreation Department to plan and activate parking for the Event at Dellinger Park. The Event will receive \$4.00 off each car parking proceeds collected by the Cartersville Parks & Recreation Department. The City will receive \$1.00 off each car parking proceeds. The City will charge each car \$5.00 to park at Dellinger Park for the Event.
- j. The parties agree that RCOE will enter into an agreement with the City of Cartersville for the use of Dellinger Park and City services for this Event, upon such terms at least equivalent to previous year's Events, provided that the City of Cartersville shall have the authority to approve JRM as a subcontractor to this Event and to incorporate this Agreement into its agreement with RCOE. In the event the City of Cartersville does not agree to this provision for any reason, the parties to this Agreement shall amend this Agreement upon such terms as they can mutually agree.

4. COMPENSATION: All net profits shall be equally divided between JRM (50%) and RCOE (50%). In the unlikely event that the net profit is less than zero, JRM will absorb any loss and not the RCOE.

5. If for any reason beyond the control of the parties this Event cannot take place on the scheduled date of July 4, 2019, the parties agree to hold the Event on the following day of July 5, 2019, unless otherwise mutually agreed by the parties.

6. This Agreement shall be in effect from the date hereof through December 31, 2019, and thereafter may be continued from year to year as the parties can agree in writing.

AGREED & ACCEPTED:

JRM Management Services, Inc.

Rotary Club of Etowah

Tod Miller
by: Tod Miller
President
1/22/19
Date

[Signature] 5/30/19
Authorized Agent
Rotary Club of Etowah
Date

DOUGLAS BELISLE
Print Name

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this 30 day of May, 2019, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and ROTARY CLUB OF ETOWAH hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To provide a Fourth of July fireworks spectacular at Dellinger Park.

Section 1. The City and Contractee agree to the following terms and conditions for good and valuable considerably received and in exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

- (a) Twelve (12) police officers at mutually agreed upon hours;
- (b) Two (2) firefighters on a ATV Response Unit from noon to the end of the event;
- (c) Contact Metro Atlanta EMS to request an ambulance to be stationed on site;
- (d) One (1) fire truck at 8:30 PM to the end of the event;
- (e) The City of Cartersville shall be responsible for all costs associated with any and all of the above City employees and equipment;
- (f) The City of Cartersville shall contribute to the fireworks display the sum of Five Thousand Dollars (\$5,000);

(g) The time to be spent, services performed and location of all personnel shall be approved by the City at least ten (10) days prior to the event and said information will be provided to the Rotary Club of Etowah:

(h) The Five Dollar (\$5) parking charge at Dellinger Park, on July 4th, One Dollar (\$1) of which will be paid to the City by Contractee, and the balance of which shall be retained by Contractee;

Section 2. Contractee agrees to perform the described activities within the following time period, and has entered into a separate contract with JRM Management Services, Inc to operate said event on January 22, 2019:

The Contractee and its subcontractor JRM Management Services, Inc. shall operate and provide a firework display and provide the following services at Dellinger Park on July 4, 2019 or other mutually agreed upon date, weather permitting, as indicated on Exhibit "A" attached hereto.

Section 3. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 4. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 5. If Contractee fails to perform this Agreement within the time period specified in Section 2, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 6. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 7. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the

City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 8. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
 P. O. Box 1390
 Cartersville, GA 30120

For the Contractee: ROTARY CLUB OF ETOWAH
 P.O. Box 2221
 Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
 this ____ day of _____, 2019

Signed, sealed and delivered in the presence of: CITY OF CARTERSVILLE, GA

 Witness

 Matthew J. Santini, Mayor

 Notary Public

 Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this ____, day of _____,
 2019.

Signed in the presence of: ROTARY CLUB OF ETOWAH

 Witness

By: _____

Its: _____

 Notary Public

Exhibit “A”
List of Activities Scheduled for Downtown and Dellinger Park
ROTARY CLUB OF ETOWAH 4th of July Celebration
July 4, 2019

- **Parade** – The ROTARY CLUB OF ETOWAH in cooperation with WBHF Radio will sponsor a parade through downtown Cartersville. Participants will gather in the Tabernacle Baptist Church parking lot and will step off at 9:00 AM.
- **Arts and Craft** – Various commercial, individual and church vendors will offer a variety of foods, crafts and family oriented activities through the day.
- **Entertainment** – Throughout the day, a variety of family oriented entertainment will be scheduled for the event stage. Immediately preceding the “Fireworks Show” there will be approximately 30 minutes of patriotic music.
- **Car Show (optional)** – The ROTARY CLUB OF ETOWAH in cooperation with the Cartersville Shrine Club, will sponsor a car show at the park.
- **Fireworks Show** – At dusk the ROTARY CLUB OF ETOWAH in cooperation with the City of Cartersville, will sponsor a fireworks show produced and shot by a licensed pyrotechnic company.



City of Cartersville

**City Council Meeting
6/20/2019 7:00:00 PM
Legends Sports Media Contract**

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks and Rec Dept. is requesting that Legends Sports Media be allowed to generate sports advertisements to support the department's effort to replace the scoreboards on Fields 1, 3 and 4 of the Cartersville Sports Complex. The City is granting Legends Sports Media to sell, market, and deliver Sports Advertisements on these scoreboards. There will be no fee paid from the City for these scoreboards as Legends Sports Media will keep 100% of the sale of advertising space on these 3 scoreboards.
City Manager's Remarks:	The contract will allow us to replace the old scoreboards at Fields 1, 3 and 4 at the Cartersville Sports Complex. The contract has been reviewed by the City Attorney. Your approval of the Legends Sports Media Contract is recommended for approval.
Financial/Budget Certification:	
Legal:	Reviewed by City Attorney
Associated Information:	

LEGENDS SPORTS MEDIA SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (the "Agreement") is made and effective as of May 21, 2019 ("Effective Date") by and between **Legends Sports Media LLC**, a Georgia Limited Liability Company with offices located at 1065 Carnoustie Lane, Alpharetta, GA 30005, (the "Representative") and the **City of Cartersville, a municipal corporation of the State of Georgia** with a mailing address at P.O. Box 1390, Cartersville, GA 30120 (the "City"). The Representative and the City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City is engaged in the business of providing Recreational Youth Baseball and related products ("Products"); and

WHEREAS, the City wishes to engage the Representative as an independent sales representative to generate funds to support the efforts and programs for the City ("Sports Advertising") on the terms and conditions set forth below; and

WHEREAS, the Representative wishes to market, sell and deliver the Sports Advertisements to individuals and companies seeking marketing opportunities ("Sports Advertising") in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein and good and valuable consideration, the Parties hereby agree as follows:

1. PURPOSE AND APPOINTMENT

The City hereby appoints the Representative as its non-exclusive representative to represent the City to generate Sports Advertisements to support the City's efforts to replace the scoreboards on Fields 1, 3 and 4 of the Cartersville Sports Complex. The City is granting the Representative rights to sell, market and deliver Sports Advertisements and the Representative hereby accepts the appointment and agrees to represent, promote the Sports Advertisements for the City.

2. CONFIDENTIAL INFORMATION – SUBJECT TO GEORGIA OPEN RECORDS ACT AND UPON SUBMISSION OF AN AFFIDAVIT AS REQUIRED THEREIN

The Representative agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the City, or to disclose to any person, firm, or corporation without the prior written authorization of the City, any Confidential Information of the City. "Confidential Information" means any of the City's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, Customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Representative by the City, either directly or indirectly. The Representative may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with City personnel or authorized representatives or for any other purpose City may hereafter authorize in writing. The Representative shall comply with O.C.G.A. § 50-18-72.

3. NATURE OF RELATIONSHIP

Item # 14

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Representative's relationship to the City is that of an independent contractor. The Representative shall have no authority to bind the City to any contractual terms other than the terms set forth in this Agreement. The City shall have no authority to bind the Representative to any contractual terms other than the terms set forth in this Agreement.

4. SALE PRICE OF PRODUCTS

Sports Advertisements on scoreboards may be sold in the form of predetermined ("Standard") asset packages or ("Custom") asset packages at a price determined by the Representative. The funds from the sale of the advertisement will be used to donate scoreboards to the City.

5. COMPENSATION

Both parties agree to the following terms of compensation:

- (a) Compensation. The Representative shall be entitled to retain a commission on sales ("Compensation") of the Products in the Territory to Customers, which sales were made substantially through the efforts of the Representative during the Term (or any extension of the Term). Compensation shall be payable as follows:
 - i. **100% of any Sports Advertisement amount for orders placed through the Representative during the initial agreement with the Sports Advertiser**
 - ii. **80% of any Sports Advertisement amount for orders placed through the Representative after the initial agreement with the Sports Advertiser has expired**
- (b) Expenses and Fees. Any expenses or fees incurred by each of the Parties on their own behalf in the performance of this Agreement shall be that Party's sole responsibility. After the donation of a scoreboard, the City is responsible for all maintenance and replacement of scoreboards.
- (c) Timing of Payment. Representative shall receive payment for all items ordered and delivered by the Sports Advertisers. Representative shall pay the net amount due to the City at the conclusion of the thirtieth (30th) business day. However, should the Sports Advertiser require payment be made directly to the City, the City shall pay the net amount due to the Representative at the conclusion of the thirtieth (30th) business day.
- (d) Taxes. The Parties are solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of services under this Agreement and for all obligations, reports, and timely notifications relating to such taxes.

6. NON-CIRCUMVENTION

The Parties hereby agree and acknowledge that during the term of this Agreement, until thirty-six (36) months after the date of the commencement of the Sports Advertisement, all funds paid in the form of Sports Advertisements paid by Sports Advertisers and recruited by Representative will be subject to the Compensation Section, 5 (a) found herein.

7. REPRESENTATIVE'S RESPONSIBILITIES

The Representative agrees to:

- (a) Devote such time, energy, and skill on a regular and consistent basis as is necessary to sell and promote the sale of the City's Products during the Term of this Agreement;
- (b) Assist in finalizing agreements and purchase orders with each Sports Advertiser, in form and substance satisfactory to the City, for such Sports Advertiser's purchase of the Products;
- (c) Promptly inform the City of all sales and orders;
- (d) Maintain contact with the City via telephone, e-mail, or other agreed upon means of communication with reasonable frequency to discuss Sports Advertisement activity;
- (e) Disclose any problems concerning Sports Advertisers to the City; and
- (f) Perform such other sales-related services with respect to the Sports Advertiser as the City may reasonably require.

8. CITY'S RESPONSIBILITIES

The City agrees to:

- (a) Fulfill the order of any Sports Advertiser by posting, placing or otherwise displaying the agreed upon Sports Advertisement materials;
- (b) In the event that the City fails to fulfill the order of any Sports Advertiser by posting, placing or otherwise displaying the agreed upon Sports Advertiser materials, the Parties agree that the City shall make any and all refunds or adjustments directly to the affected Sports Advertiser and Representative shall not be liable for refunding the Compensation paid in connection with the sale of the Sports Advertisement.

9. CITY'S REPRESENTATIONS AND WARRANTIES

The City hereby represents and warrants that it will provide the Representative with current information as to improvements, upgrades, or other changes in the Products.

10. FORCE MAJEURE

Neither Party will be in breach of or in default under this Agreement on account of, and will not be liable to the other Party for, any delay or failure to perform his obligations under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) Notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and

- (b) Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform his obligations under this Agreement.

11. TERM

This Agreement is effective as of the Effective Date, and shall continue in force, unless otherwise terminated, until December 31, 2019. This Agreement may be renewed for a period of two (2) years provided that the City does not terminate the Agreement between January 1 and January 31, 2020, as provided for herein (the "Term"). The Agreement will be automatically renewed for one year unless written notice is received by either party thirty (30) days from the end of the contract term.

12. TERMINATION

This Agreement may be terminated:

- (a) By either Party on provision of thirty (30) days written notice to the other Party; or
- (b) By either Party, effective immediately on receipt of written notice of termination, if any of the following events occur:
 - i. Either Party becomes the subject of a proceeding under bankruptcy, receivership, insolvency, or similar law, which is not dismissed within thirty (30) days after being instituted;
 - ii. Breach of Section 2 of this Agreement;
 - iii. The other Party fails to cure a material breach of this Agreement, other than a breach of Section 2 within ten (10) business days after receipt of written notice of such breach and opportunity to cure;
 - iv. This Agreement, or the actions of either Party, is found to be in violation of any law, other than a technical violation that is curable and cured within ten (10) business days after receipt of written notice of such violation from the non-violating Party.

13. USE OF TRADEMARKS

The Parties recognize the right, title, and interest of each Party in and to all service marks, trademarks, and trade names used by the City and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the City's right, title, and interest therein, nor shall the Parties cause diminishment of value of said trademarks or trade names through any act or representation. The Parties shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Parties shall cease to use all of the other Party's trademarks, marks, and trade names.

14. ASSIGNMENT

The rights and the duties of the Representative under this Agreement may not be assigned or delegated without the prior written consent of the Parties.

15. SUCCESSORS AND ASSIGNS

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

16. NO IMPLIED WAIVER

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

17. NOTICE

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier or mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the City:

Britt McGill (bmcgill@cityofcartersville.org)

P.O. Box 1390, Cartersville, GA 30120

If to the Representative:

Craig Herrick (craig@legendssportsmedia.com)

1065 Carnoustie Lane, Alpharetta, GA 30005

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

19. COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

20. SEVERABILITY

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

21. ENTIRE AGREEMENT

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

22. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

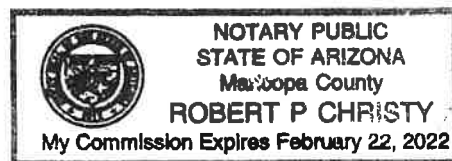
CITY: CITY OF CARTERSVILLE

By: _____
Matthew J. Santini, Mayor

Attest: _____
Meredith Ulmer, City Clerk

REPRESENTATIVE: LEGENDS SPORTS MEDIA LLC

By: _____
Craig Herrick, CEO



Robert P. Christy
05-22-2019



City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM
Website Company Renewal and Redesign

SubCategory:	Contracts/Agreements
Department Name:	City Administration
Department Summary Recommendation:	Prices were gathered from three website companies. Our current company, CivicPlus, has reduced their rate from \$14,289.94 to \$10,000. The reduction is due to the fact that our price had not been reduced over the years, as website technology has improved and costs have gone down. CivicPlus includes a free redesign every four years, and it is now time for our 100% redesign of the site. Revize was another option and their cost is \$11,500 for the first three years which includes the design of the page and will require 6 months of design time. Lastly, a local agency submitted a bid range of \$25,200-\$41,200, with the amount dependent on how detailed the website would be. That would involve a 6-7 month process. I recommend we renew with CivicPlus and begin work on the complete redesign immediately.
City Manager's Remarks:	Your approval of the renewal and redesign with CivicPlus is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Invoice

Invoice # 186327
Date 7/1/2019
Terms Net 30
Due Date 7/31/2019
PO #
Approving Authority

Mailing Address:
 CivicPlus
 302 S 4th St.
 Suite 500
 Manhattan, KS 66502
 P 888-228-2233 ext 291
 F 785-587-8951

**NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY):**

CivicPlus
 PO Box 1572
 Manhattan, KS 66505

Bill To

Rebecca Bohlander
 CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE GA 30120

Description	Start Date	End Date	Qty	Amount
Annual Fee for Hosting and Support	7/1/2019	6/30/2020	1	14,289.94
Website Recurring Redesign Annual Fee	7/1/2019	6/30/2020	1	0.00

Total 14,289.94
Amount Paid 4,289.94
Amount Due \$10,000.00

Did you know? We now accept ACH payments.

If you are interested, please email accounting@civicplus.com or call (888) 228-2233 x291.

A Finance Charge of 1.5% Per Month Will Be Added To Past Due Accounts.

PAYMENT POLICY: Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s)

Item # 15



City of Cartersville

**City Council Meeting
6/20/2019 7:00:00 PM
CrowdStrike Services Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department hired CrowdStrike to assist the city in responding to a security incident. The contract was in an amount not to exceed \$40,000 and is recommended for your approval.
City Manager's Remarks:	During the ransomware attack, the City worked with CrowdStrike to assist in responding to the incident and addressing internal issues. Your approval of the contract for the not to exceed amount of \$40,000 is recommended.
Financial/Budget Certification:	This is not a budgeted item.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM
Property & Casualty Insurance Renewal

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	In fiscal year 2016-17 the city made the switch to Travelers and Liberty Mutual Insurance to cover city buildings, equipment and vehicles. In August 2017 Liberty Mutual Insurance sent out an appraiser who inspected many city facilities and adjusted the values of the buildings and several assets at the Water Treatment Plant (WTP) and Water Pollution Control Plant (WPCP) were added individually to the insurance property list, which in effect increased the property values. Due to the large increase in premium, Liberty Mutual agreed to only adjust the premium by 50% in fiscal year 2018-19 and then add the balance in fiscal year 2019-20. Based on this the property insurance portion of the premium has increased by \$56,744 over the prior fiscal year, mainly due to the additional WTP and WPCP facilities being added to the schedule. Also, due to increases in the city budget, additional vehicles in the city's fleet and insurance losses, the insurance premium increased over the prior year. The proposed annual premium is \$664,253 and is recommended for your approval.
City Manager's Remarks:	This is a budgeted item in the FY 19/20 budget. Your approval of the property and casualty insurance renewal for \$664,253 is recommended.
Financial/Budget Certification:	This is a budgeted item in the FY 2019-20 budget.
Legal:	
Associated Information:	

**Travelers and Liberty Mutual Coverage Summary
2019 - 2020**

COVERAGE	EXPIRING PREMIUM	ANNUALIZED PREMIUM	PROPOSED PREMIUM	CARRIER	EXPIRING LIMITS	PROPOSED LIMITS	NOTES	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
GENERAL LIABILITY	\$40,682	\$44,365	\$51,640	Travelers	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Occurrence/ General Aggregate	\$25,000	\$25,000
Products/Completed Operations	Included	Included	Included	Travelers	\$2,000,000	\$2,000,000	Aggregate	\$25,000	\$25,000
Personal & Advertising Injury	Included	Included	Included	Travelers	\$1,000,000	\$1,000,000	Each Occurrence	\$25,000	\$25,000
Damage to Premises Rented to You	Included	Included	Included	Travelers	\$1,000,000	\$1,000,000	Each Occurrence	\$25,000	\$25,000
Failure to Supply	Included	Included	Included	Travelers	\$1,000,000	\$1,000,000	Each Occurrence	\$25,000	\$25,000
Sexual Abuse	Included	Included	Included	Travelers	\$1,000,000	\$1,000,000	Each Occurrence	\$25,000	\$25,000
PUBLIC OFFICIALS ERRORS & OMISSIONS	\$23,594	\$25,730	\$26,230	Travelers	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
Retro Date: 6/30/1998	Included	Included	Included	Travelers	-	-		-	-
Limited Special Expenses - Key Employees	Included	Included	Included	Travelers	\$50,000	\$50,000		10%	10%
Defense Expenses Reimbursement for Injunctive Relief	Included	Included	Included	Travelers	\$10,000	\$10,000		10%	10%
EMPLOYMENT PRACTICES LIABILITY	\$27,918	\$27,918	\$28,965	Travelers	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
Retro Date: 6/30/1998	Included	Included	Included	Travelers	-	-		-	-
LAW ENFORCEMENT LIABILITY	\$33,570	\$33,570	\$38,793	Travelers	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
EMPLOYEE BENEFITS LIABILITY	\$381	\$381	\$381	Travelers	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Offense/Aggregate	\$1,000	\$1,000
Retro Date: 6/30/1998	Included	Included	Included	Travelers	-	-		-	-
AUTOMOBILE LIABILITY	\$156,275	\$156,275	\$187,011	Travelers	\$1,000,000	\$1,000,000	Any Auto	\$25,000	\$25,000
Uninsured/ Underinsured Motorist	Included	Included	Included	Travelers	\$75,000	\$75,000		\$25,000	\$25,000
Hired Auto	Included	Included	Included	Travelers	Covered	Covered		\$25,000	\$25,000
Non-Owned Auto	Included	Included	Included	Travelers	Covered	Covered		\$25,000	\$25,000
Medical Payments	Included	Included	Included	Travelers	\$5,000	\$5,000		\$25,000	\$25,000
Number of Units with Liability	Included	Included	Included	Travelers	334	334	Includes Trailers	-	-
AUTOMOBILE PHYSICAL DAMAGE	\$46,667	\$46,667	\$56,669	Travelers				-	-
Comprehensive/Collision	Included	Included	Included	Travelers	\$15,979,030	\$15,979,030		\$1,000/\$1,000	\$1,000/\$1,000
PROPERTY	\$170,959	\$222,014	\$227,703	Liberty Mutual			Agreed Amount/Replacement Cost	\$10,000	\$10,000
Blanket Real Property	Included	Included	Included	Liberty Mutual	\$107,287,697	\$146,854,077		\$10,000	\$10,000
Blanket Personal Property	Included	Included	Included	Liberty Mutual	\$25,200,800	\$25,200,800		72 Hours	72 Hours
Blanket Business Income/Extra Expense	Included	Included	Included	Liberty Mutual	\$100,000	\$100,000			
FLOOD COVERAGE	Included	Included	Included	Liberty Mutual	\$5,000,000	\$5,000,000	Per Occurrence/Aggregate	\$100,000	\$100,000
EARTHQUAKE COVERAGE	Included	Included	Included	Liberty Mutual	\$5,000,000	\$5,000,000	Per Occurrence/Aggregate	\$100,000	\$100,000
EQUIPMENT BREAKDOWN				Liberty Mutual					
Expediting Expenses	Included	Included	Included	Liberty Mutual	\$100,000	\$100,000		\$10,000	\$10,000
Hazardous Substances	Included	Included	Included	Liberty Mutual	\$100,000	\$100,000		\$10,000	\$10,000
Perishable Goods	Included	Included	Included	Liberty Mutual	\$100,000	\$100,000		\$10,000	\$10,000
CFC Refrigerants	Included	Included	Included	Liberty Mutual	\$100,000	\$100,000		\$10,000	\$10,000
CRIME	\$739	\$739	\$856	Travelers				\$10,000	\$10,000
Employee Theft	Included	Included	Included	Travelers	\$100,000	\$100,000		\$10,000	\$10,000
Forgery and Alteration	Included	Included	Included	Travelers	\$100,000	\$100,000		\$10,000	\$10,000
Inside the Premises - Theft of Money & Securities	Included	Included	Included	Travelers	\$100,000	\$100,000		\$10,000	\$10,000
Inside the Premises - Robbery or Safe Burglary of Other	Included	Included	Included	Travelers	\$100,000	\$100,000		\$10,000	\$10,000
Outside the Premises	Included	Included	Included	Travelers	\$100,000	\$100,000		\$10,000	\$10,000
Computer Fraud	Included	Included	Included	Travelers	\$100,000	\$100,000		\$10,000	\$10,000
Funds Transfer Fraud	Included	Included	Included	Travelers	\$100,000	\$100,000		\$10,000	\$10,000
Money Order & Counterfeit Paper	Included	Included	Included	Travelers	\$100,000	\$100,000		\$10,000	\$10,000
INLAND MARINE	Included	Included	Included	Liberty Mutual			Actual Cash Value	\$2,500	\$2,500
Mobile Equipment or Tools	Included	Included	Included	Liberty Mutual	\$3,757,169	\$4,018,044		\$2,500	\$2,500
Newly Acquired Equipment	Included	Included	Included	Liberty Mutual	\$100,000	\$100,000		\$2,500	\$2,500
Leased or Rented Equipment	Included	Included	Included	Liberty Mutual	\$100,000	\$300,000		\$2,500	\$2,500
CYBER LIABILITY	\$705	\$754	\$879	Travelers	\$25,000	\$25,000	Each Wrongful Act/ Aggregate Limit	\$1,000	\$1,000
EXCESS LIABILITY	\$27,647	\$29,572	\$28,343	Travelers	\$4,000,000/\$4,000,000	\$4,000,000/\$4,000,000	Each Claim/Aggregate	\$10,000	\$10,000
TERRORISM COVERAGE	Included	Included	Included						
TOTAL PREMIUM	\$529,137	\$587,985	\$647,470	10%					

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.

CYBER: Option 1	PREMIUM
\$500K Network and Information Security Liability, \$10k Ded.	\$12,275
\$100K Crisis Management Service Expenses, \$5k Ded.	Included
\$100K Security Breach Notification and Remediation Expenses, \$5k Ded.	Included
\$250K Extortion Expenses, \$10k Ded.	Included
\$100K Computer Program and Data Restoration Expenses, \$5K Ded.	Included

CYBER: Option 2	PREMIUM
\$1M Network and Information Security Liability, \$10k Ded.	\$17,662
\$100K Crisis Management Service Expenses, \$5k Ded.	Included
\$100K Security Breach Notification and Remediation Expenses, \$5k Ded.	Included
\$500K Extortion Expenses, \$10k Ded.	Included
\$100K Computer Program and Data Restoration Expenses, \$5K Ded.	Included



Item # 17



City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM
NCI Fiber Installation

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department has a five-year agreement with Schnitzer Steel located at 301 Industrial Park Drive to provide them internet service and an IP address for \$501 per month. In order to serve this customer, the Fiber Department would like to hire NCI to bore and install fiber conduit to this customer location at a cost of \$14,316.00. There will be some ancillary charges in addition to the NCI cost, however, the customer has agreed to pay \$8,000 of the installation costs. The payback for serving this new customer is approximately 16 months and I recommend approval of hiring NCI.
City Manager's Remarks:	Your approval of the NCI Fiber Installation in order for FiberCom to serve Schnitzer Steel is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



May 12, 2019

Gatlin Pruitt
City Of Cartersville
1 North Erwin Street
Cartersville, GA 30120
(404) 520-2944

Re: New OSP and ISP Conduit for 301 Industrial Park Road.

Dear Mr. Jesse,

Thank you for giving Network Cabling Infrastructures the opportunity to provide you with a proposal for the new conduit pathway required at: **301 Industrial Park Road, Cartersville, GA.** The following proposal is based on the site visit performed on **05/02/2019**. Please take the time to review the below scope of work and feel free to contact me if you have any questions or concerns.

All work will meet state and local codes, follow strict industry standards set forth by the Building Industry Consulting Service International, Inc. (BICSI)

SCOPE OF WORK

Outside Plant:

- Directional drill from predetermined pole at R/W of Industrial Park to NW corner of admin building. Approximately 390'
- Cut concrete window at NW corner of admin building for conduit riser and restore concrete.
- Install (1) 1.25" IMC conduit riser and building entrance at NW corner of admin building.
- Provide and Install 1.25" EMT type conduit from point of entry to MDF backboard located on East side of admin building. Approximately 160'.

Safety Standards:

All NCI (Network Cabling Infrastructures, Inc.) on-site technicians shall be aware of, and strictly adhere to any and all safety requirements mandated by OSHA, General Contractor and any applicable governmental agency.

Assumption

1. Technicians will have free access to required work areas.
2. NCI will provide private locates for all private owned utilities.
3. NCI will provide locate for public utilities via GA 811's one call system.
4. NCI will provide 1.25" IMC and EMT conduit.
5. City of Cartersville will provide 1.25" HDPE conduit.
6. All labor will be provided by NCI.
7. Fiber will be installed by others.

Disclaimer:

NCI shall provide locates on all public utilities via GA One Call System. NCI cannot stand responsible for damages or any cost associate with damages of unmarked utilities, public or private. NCI will take every precaution to find all utilities and avoid any damages.

Rock Clause:

This proposal is based on normal soil conditions. In the event rock is discovered all work will stop and all parties involved will be notified. Additional cost could occur according to the severity of rock discovered.

Pricing:

Total: \$14,316.00

NCI would like to thank you for this great opportunity,

Sincerely,
Steve

Steve Prather
Project Manager
NCI (Network Cabling Infrastructures, Inc.)
phone 770-495-0798 x 546
fax 770-495-6220
email: steve.prather@ncicabling.com

Signature

Title

Print Name

Date





City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM
CDW-G Software Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department would like to purchase Falcon Complete from CDW-G in the amount of \$56,402.50 for 350 PCs and servers. Falcon Complete is a malware software and will aid the Fiber Department in maintaining our PCs and servers. I recommend approval of this purchase.
City Manager's Remarks:	This is not a budgeted item; however, it will continue to improve the security of the City's computers and servers. Your approval of this purchase from CDW-G is recommended.
Financial/Budget Certification:	This is not a budgeted item. However, it is needed to improve the security of servers and computers.
Legal:	
Associated Information:	

QUOTE CONFIRMATION



DEAR STEVEN GRIER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KQNC849	5/22/2019	FALCON COMPLETE	11372497	\$56,402.50

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CROWDSTRIKE FALCON CMPLT TG STD Mfg. Part#: CS.FCSD.SOLN.12M Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	350	5408048	\$161.09	\$56,381.50
CROWDSTRIKE INSIGHT Mfg. Part#: CS.INSIGHTB.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427068	\$0.01	\$3.50
CROWDSTRIKE PREVENT Mfg. Part#: CS.PREVENTB.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427072	\$0.01	\$3.50
CROWDSTRIKE DISCOVER Mfg. Part#: CS.DISC.B.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427074	\$0.01	\$3.50
CROWDSTRIKE FALCON COMPLETE Mfg. Part#: CS.FALCOMPS.SVC.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5400119	\$0.01	\$3.50
CROWDSTRIKE OVERWATCH Mfg. Part#: CS.OWB.SVC.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427082	\$0.01	\$3.50
CROWDSTRIKE THREAT GRAPH STD Mfg. Part#: CS.TGB.STD.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5400122	\$0.01	\$3.50

PURCHASER BILLING INFO	SUBTOTAL	\$56,402.50
Billing Address: CITY OF CARTERSVILLE ACCTS PAYABLE 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Payment Terms: VISA	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$56,402.50
	Item # 19	

DELIVER TO	Please remit payments to:
Shipping Address: CITY OF CARTERSVILLE STEVEN GRIER 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Shipping Method: ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Adam Bruno	(877) 325-6613	adabrun@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager
© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



City of Cartersville

City Council Meeting

6/20/2019 7:00:00 PM

Acceptance of Bids for Sale of Fire Station #3 Property, 1220 Hwy 113

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Responses to the RFP for the Old Fire Station #3 and adjoining Woff, LLC tract were received from: Dempsey Auction Company H&H Realty, LLC LakePoint Realty Group Max Spann Real Estate and Auction Company Professional Realty Group, Inc. The RFP responses were reviewed and we recommend the acceptance of the best bid from Dempsey Auction Company with the condition that the City Manager be allowed to negotiate the final terms with Dempsey Auction Company and Woff, LLC. Note: The RFP response packets are available for review by Council.
City Manager's Remarks:	The RFP responses were reviewed and we recommend the acceptance of the best bid from Dempsey Auction Company with the condition that the City Manager be allowed to negotiate the final terms with Dempsey Auction Company and Woff, LLC.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM
D&C Restock 2019_02

SubCategory:	Bid Award/Purchases								
Department Name:	Water								
Department Summary Recommendation:	The Distribution and Collection Division (D&C) needs to restock certain meter setting valves and branch pieces. Quotes were requested for the needed items and received from: <table><tr><td>Hayes Pipe Supply, Inc.</td><td>\$5,702.26</td></tr><tr><td>Core & Main</td><td>\$5,761.94</td></tr><tr><td>Ferguson Waterworks</td><td>\$5,808.60</td></tr><tr><td>Kendall Municipal Supply</td><td>\$6,276.68</td></tr></table> I recommend approval of the Hayes Pipe Supply quote in the amount of \$5,702.26. This is a budgeted item.	Hayes Pipe Supply, Inc.	\$5,702.26	Core & Main	\$5,761.94	Ferguson Waterworks	\$5,808.60	Kendall Municipal Supply	\$6,276.68
Hayes Pipe Supply, Inc.	\$5,702.26								
Core & Main	\$5,761.94								
Ferguson Waterworks	\$5,808.60								
Kendall Municipal Supply	\$6,276.68								
City Manager's Remarks:	This is a budgeted item. Your approval of the purchase from Hayes Pipe Supply to restock meter setting valves and branch pieces is recommended.								
Financial/Budget Certification:	All expenses related to this purchase will run through account 505.3320.52.2390 Maintenance to Meters and Settings.								
Legal:									
Associated Information:									



HAYES PIPE SUPPLY, INC.

3450 Novis Pointe Northwest • Acworth, GA 30101
(770) 529-8883 • Fax (770) 529-8923

www.hayespipe.com

QUO # - 22349

PAGE - 1

TO: CARTERSVILLE WATER DEPARTMENT

STOREROOM

ATTN. ELISA SMALLEY

P.O. BOX 1390

CARTERSVILLE GA 30120

Plan Date 6/07/2019 Last Revision .

BID DATE 6/07/2019

BID TIME :00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
50	3/4" FORD B91-223WR-NL BALL VA	EA	34.19	1,709.50
24	3/4" FORD B11-344WR-NL BALL VA	EA	55.83	1,339.92
30	FORD U48-43-65-NL BRANCH PC CTS PJ/MIP 6.5 SPACING	EA	38.01	1,140.30
ALTERNATE: 30- U48-43-NL BRANCH PC. CTS PJ/MIP 7.5" STANDARD SPACING				
6	2" FORD B41-777WR-NL CTS PJ/FIP	EA	252.09	1,512.54
Total For Quoted Items				5,702.26

HAYES PIPE SUPPLY, INC.

BY. _____

These prices are good for order placement through - 7/07/2019 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN (615) 255-4040
□ Knoxville, TN (865) 525-1717
□ Lexington, KY (859) 231-8323
□ Tampa, FL (813) 241-4040
□ Longview, TX (903) 753-5533

Murfreesboro, TN (615) 217-3040 □
Acworth, GA (770) 529-8883 □
Louisville, KY (502) 454-8500 □
Lake Helen, FL (386) 228-9819 □
Columbia, SC (803) 695-4090 □

Item # 21

6/10/2019

CARTERSVILLE STOCK JUNE _6-10-2019_1101_AM



Bid Proposal for CARTERSVILLE STOCK JUNE

CARTERSVILLE, CITY OF
Bid Date: 06/07/2019
Core & Main 959600

Core & Main
 670 Hancock Ind Way
 Athens, GA 30605
Phone: 706-227-4070
Fax: 706-227-4080

Seq#	Qty	Description	Units	Price	Ext Price
10	50	B91-223WR-NL	EA	34.15	1,707.50
20	24	B11-344WNL 1 BALL CURB FIPT W/LW (NO LEAD)	EA	54.81	1,315.44
30	30	U48-43G-7.5NL 1X3/4 U-BRCH GRXM W/GRIP-JOINT (NO LEAD)	EA	41.49	1,244.70
40	6	B41-777QNL 2 BALL CURB QJXFPT (CTS) (NO LEAD)	EA	249.05	1,494.30
				Sub Total	5,761.94
				Tax	0.00
				Total	5,761.94

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



FEL-MARIETTA WATERWORKS #407
910-A COBB PARKWAY NE
MARIETTA, GA 30062-2410

Phone: 770-499-2030
Fax: 770-499-2093

Deliver To:
From: Kenneth Beckom
Comments:

07:05:19 JUN 06 2019

Page 1 of 1

FEL-GEORGIA WATERWORKS #554

Price Quotation
Phone: 770-499-2030
Fax: 770-499-2093

Bid No: B457777
Bid Date: 06/05/19
Quoted By: KWB

Cust Phone: 770-387-5657
Terms: NET 10TH PROX

Customer: CITY OF CARTERSVILLE
ATTN ACCOUNTS PAYABLE
P O BOX 1390
CARTERSVILLE, GA 30120

Ship To: CITY OF CARTERSVILLE
ATTN ACCOUNTS PAYABLE
P O BOX 1390
CARTERSVILLE, GA 30120

Cust PO#:

Job Name: STOCK

Item	Description	Quantity	Net Price	UM	Total
FB91223WRNL	LF 5/8X3/4 B91-223WR-NL BV	50	36.430	EA	1821.50
FB11344WRNL	LF 1 FIP X FIP BALL CURB W/360	24	59.500	EA	1428.00
FU484365NL	LF 1 CTS COMP X 3/4 MIP U BRCH	30	40.500	EA	1215.00
FB41777WRNL	LF 2 B41-777WR-NL BV	5	268.820	EA	1344.10
	SUBTOTAL				5808.60
Net Total:					\$5808.60
Tax:					\$0.00
Freight:					\$0.00
Total:					\$5808.60

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:
<https://survey.medallia.com/?bidsorder&fc=407&on=26356>

Item # 21



Kendall Municipal Supply

4147 JILES ROAD
KENNESAW GA 30144
Cell 678.772.7866

Quotation #

Date:

Customer CITY OF CARTERSVILLE			
Address			
City	State	GA	Zip
Phone	Fax		
Attention: Elisa			

Job Name	
Sales Rep.	Lee Sanders
FOB	
Delivery	
Expires	

Qty		Unit Price	TOTAL
50	B91-223WR-NL 3/4" Ball Valve MY X FIP	\$ 37.60	\$ 1,880.00
24	B11-344WR-NL 3/4" Ball Valve FIP X FIP	\$ 61.47	\$ 1,475.28
30	U48-43-65 U Branch PJ X MIP	\$ 41.84	\$ 1,255.20
6	B41-777WR-NL 2" Ball Valve PJ X FIP	\$ 277.70	\$ 1,666.20
			\$ -
			\$ -
			\$ -
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			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		SubTotal PG.1	\$ 6,276.68

Net 30

Tax %:

Page 1 of 4

Quote good for days

Kendall Municipal Supply
Lee Sanders - Branch Manager - Kennesaw
Email. leesanders@kendallsupply.com
Your #1 Municipal Water and Sewer Needs Provider

A division of Kendall Supply, Inc.

Item # 21



City of Cartersville

**City Council Meeting
6/20/2019 7:00:00 PM
Wash Water Tank Replacement**

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	The Water Treatment Plant (WTP) uses a 500,000 gallon prestressed concrete tank to store potable water, which is used to wash filters. This is the original tank from 1970. The tank was scheduled for inspection and cleaning in 2017 as a matter of routine maintenance. During its first inspection, significant defects were revealed inside the tank. Precon Corporation, a manufacturer and installer of prestressed concrete tanks, was asked to perform a detailed condition assessment of the tank. Precon noted concerns about the structural stability of the roof dome and segments of the tank wall. Large cracks were noted along the circumference of the tank as well as a delamination of the interior roof. They estimate only a few years of remaining reliable service. Wiedeman and Singleton Engineers (WSE) received bids from pre-qualified contractors on May 24, 2019 for construction of a new wash water tank based on their design. The following bids were received: Crom, LLC \$911,400.00 PreCon Corporation \$799,000.00 WSE has reviewed the two bids and recommends award to PreCon Corporation. I concur with their recommendation.
City Manager's Remarks:	This is a budgeted item that will be paid from the 2018 Water Revenue Bond. Your approval of the bid from PreCon Corporation is recommended for approval.
Financial/Budget Certification:	This is a budgeted item in the FY19_20 fiscal year and is funded with 2018 Revenue Bonds.
Legal:	
Associated Information:	

Cover Memo

**TABULATION OF BIDS
WATER TREATMENT PLANT
WASH WATER TANK REPLACEMENT
FOR
THE CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA
BIDS RECEIVED UNTIL 5:00 PM, LOCAL TIME, MAY 24, 2019**

TOTAL BASE BID

<u>Bidder</u>	<u>Total Base Bid</u>
Crom LLC	\$ 911,400.00
PreCon Corporation	\$ 799,000.00

A detailed tabulation of bids is attached.
This is to certify that this is a true
and corrected tabulation of bids
received on the date and at the time
stated above.

WIEDEMAN AND SINGLETON, INC.



By: _____
Ahmed A. Annaim, P.E.
Georgia Registration #35562

BID TABULATION
Wash Water Tank Replacement
FOR THE CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA

BIDS RECEIVED UNTIL 5:00 PM, MAY 24, 2019

Contractor:		Precon Corporation 115 SW 140th Terrace Newberry, FL, 32669	Crom 250 SW 36th Terrace Gainesville, FL 32607
Notes:		(1)(2)	(1)(2)
Section I - Construction of Wash Water Tank: or furnishing all materials and equipment except and performing all labor necessary for construction of all work and appurtenances necessary for completion of work under this contract as shown on the Drawings and/or. This price shall not include the cost to coat the interior of the tank. The cost to coat the interior of the tank shall be included in Section II below.			
		\$ 675,000.00	\$ 756,400.00
SUB-TOTAL, SECTION I, the amount of:		\$ 675,000.00	\$ 756,400.00
Section II - Wash Water Tank Interior Coating: For furnishing all materials and equipment and performing all labor necessary to coat the interior of the Wash Water Tank as specified under Section 33 36 31-2.11.C.			
		\$ 94,000.00	125000
SUB-TOTAL, SECTION II, the amount of:		\$ 94,000.00	\$ 125,000.00
Section III – Cash Allowances: This section is for Cash Allowances as detailed on the drawings and as specified (see Section 01 21 13 – Cash Allowances).			
Item No.	Description	Base Bid	Base Bid
1.	<u>Contingency</u> : to cover Owner authorized changes in the scope of the work.	\$ 30,000.00	\$ 30,000.00
SUB-TOTAL, SECTION III, the lump sum amount of:		\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID, SECTIONS I, II, and III inclusive, the amount of:		\$ 799,000.00	\$ 911,400.00
Notes: (1) Bidder submitted bid bond for 10% of Amount Bid. (2) Bidder acknowledged receipt of Addenda No. 1. ** Indicates the amount shown has been corrected due to a mathematical error.			

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

May 30, 2019

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

Re: Wash Water Tank Replacement
 City of Cartersville, GA
 W&S Project #027-19-120

Dear Mr. Bob Jones:

Bids were received electronically on May 24, 2019, for the WASH WATER TANK REPLACEMENT for the City of Cartersville. A total of two (2) bids were received from previously pre-qualified contractors as follows:

- | | |
|-----------------------|----------------|
| 1. Crom LLC | \$ 911, 400.00 |
| 2. PreCon Corporation | \$ 799, 000.00 |

A certified tabulation of all bids received is attached. As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from a surety company listed in U.S. Treasury Circular 570.

The total base bid of PreCon Corporation of Newberry, Florida was the lowest responsive bid in the amount of SEVEN HUNDRED NINETY-NINE THOUSAND DOLLARS (\$ 799, 000.00). As can be seen from the bid summary and bid tabulation, the bids were very competitive with the lowest bidder under our opinion of cost for the project which was \$ 900, 000.00. It is our understanding, that the City has funding available to construct all improvements planned.

PreCon Corporation has confirmed that Great American Insurance Company will furnish payment and performance bonds for this project. Great American Insurance Company is listed in the current version of the U.S. Department of the Treasury Circular #570, is shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount. Great American Insurance Company

Mr. Bob Jones
May 30, 2019
Page 2

have a current A.M. Best rating of "A+". Please note that upon receipt of performance and payment bonds, we will request that Great American Insurance Company provide us a verification of bond authenticity.

In summary, as the lowest responsive responsible bidder, we recommend that PreCon Corporation be awarded the WASH WATER TANK REPLACEMENT project in the amount of \$ 799, 000.00. When the City authorizes award of this project, we will notify the contractor and will transmit the conformed contract documents to them for execution and attachment of bonds and insurance.

The bids received and opened are valid for sixty (60) days from May 24, 2019. If you have any questions or need any additional information, please feel free to call.

Sincerely,

WIEDEMAN AND SINGLETON, INC.

A handwritten signature in black ink, appearing to read 'Ahmed An-naim', with a stylized flourish at the end.

Ahmed An-naim, P. E.

Enclosure



City of Cartersville

City Council Meeting
6/20/2019 7:00:00 PM
April 2019 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports and cash position for April 2019.
City Manager's Remarks:	Tom R will present this information on Thursday evening.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of April 30, 2019

GENERAL FUND excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures	E2 #	Month	FY 2017-18 MONTH OF	FY 2018-19 MONTH OF	FY 2017-18 Year to Date	FY 2018-19 Year to Date	100.00% OF BUDGET (Year to Date)
			April-18	April-19	April-18	April-19	
REVENUE			\$1,677,698	\$1,696,475	\$20,006,690	\$21,449,288	87.49%
EXPENDITURE			\$1,844,427	\$1,991,938	\$19,937,888	\$20,699,451	84.43%
Gen. Fund Net Profit (Loss)			(\$166,729)	(\$295,463)	\$68,802	\$749,837	
WATER & SEWER							
REVENUE			\$1,535,461	\$1,854,993	\$15,748,648	\$18,487,233	46.09%
EXPENDITURE			\$999,105	\$1,943,928	\$12,426,927	\$14,753,801	36.78%
Wtr. & Swr. Fund Net Profit (Loss)			\$536,356	(\$88,935)	\$3,321,721	\$3,733,432	
GAS							
REVENUE			\$2,291,125	\$2,287,944	\$20,698,045	\$23,395,479	65.06%
EXPENDITURES			\$1,810,745	\$2,929,086	\$18,991,400	\$26,783,203	74.48%
Gas Fund Net Profit (Loss)			\$480,380	(\$641,142)	\$1,706,645	(\$3,387,724)	
ELECTRIC							
REVENUE			\$3,492,556	\$3,444,566	\$38,844,885	\$40,168,049	81.76%
EXPENDITURES			\$3,556,964	\$3,642,428	\$38,533,281	\$38,889,620	79.16%
Electric Fund Net Profit (Loss)			(\$64,408)	(\$197,862)	\$311,604	\$1,278,429	
STORMWATER							
REVENUE			\$155,553	\$124,975	\$1,278,643	\$1,255,009	78.59%
EXPENDITURE			\$99,616	\$103,583	\$1,113,206	\$1,433,489	89.76%
Stormwater Fund Net Profit (Loss)			\$55,937	\$21,392	\$165,437	(\$178,480)	
SOLID WASTE							
REVENUE			\$447,212	\$316,306	\$2,317,888	\$2,217,242	83.68%
EXPENDITURE			\$205,357	\$206,875	\$2,308,831	\$2,333,608	88.07%
Solid Waste Fund Net Profit (Loss)			\$241,855	\$109,431	\$9,057	(\$116,366)	
FIBER OPTICS							
REVENUE			\$268,780	\$184,964	\$1,935,444	\$1,865,069	87.97%
EXPENDITURE			\$201,330	\$105,911	\$1,818,748	\$1,808,933	85.32%
Fiber Fund Net Profit (Loss)			\$67,450	\$79,053	\$116,696	\$56,136	

	Description	4/30/2019	FY 2019 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$21,449,289	\$24,516,865	87.49%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,545,798	\$2,600,910	97.88%
	Local Option Sales Tax (LOST)	\$3,542,872	\$3,860,000	91.78%
	Other Taxes	\$7,737,017	\$8,463,870	91.41%
	Building Permit & Inspection Fees	\$340,871	\$390,000	87.40%
	Fines and Forfeitures	\$347,202	\$560,000	62.00%
	Operating Transfers In-City Utilities	\$2,505,497	\$3,322,395	75.41%
	Other Revenues	\$4,430,032	\$5,319,690	83.28%
	Total Expenditures	\$20,699,452	\$24,516,865	84.43%
	Personnel Expenses	\$14,957,139	\$17,103,135	87.45%
	Operating Expenses	\$5,053,644	\$6,561,830	77.02%
	Capital Expenses	\$232,969	\$396,200	58.80%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
	Library Appropriations	\$455,700	\$455,700	100.00%
Water & Sewer Fund	Total Revenues	\$18,487,233	\$40,113,000	46.09%
	Water Sales	\$11,065,681	\$11,535,000	95.93%
	Sewer Sales	\$6,043,425	\$6,365,000	94.95%
	Bond Proceeds		\$20,675,000	0.00%
	Use of Reserves		\$0	#DIV/0!
	Prior Year Capacity Fees		\$810,000	0.00%
	Other Revenues	\$1,378,127	\$728,000	189.30%
	Total Expenditures	\$14,753,801	\$40,113,000	36.78%
	Personnel Expenses	\$3,130,487	\$3,752,260	83.43%
	Operating Expenses	\$2,673,018	\$7,821,745	34.17%
	Capital Expenses	\$3,889,439	\$23,030,000	16.89%
	Transfer To General Fund	\$1,731,517	\$2,077,820	83.33%
	Debt Payments	\$3,329,340	\$3,431,175	97.03%
Gas Fund	Total Revenues	\$23,395,479	\$35,962,150	65.06%
	Gas Sales	\$21,176,185	\$20,512,960	103.23%
	Gas Commodity Charge	\$1,290,514	\$1,300,000	99.27%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$129,269	\$132,500	97.56%
	Other Revenues	\$799,511	\$2,325,000	34.39%
	Use of Reserves	\$0	\$1,840,375	0.00%
	Use of Borrowed Funds	\$0	\$9,851,315	0.00%
	Total Expenses	\$26,783,203	\$35,962,150	74.48%
	Personnel Expenses	\$1,818,156	\$2,182,270	83.31%
	Operating Expenses	\$1,761,585	\$2,340,740	75.26%
	Purchase of Natural Gas	\$14,630,902	\$16,757,775	87.31%
	Transfer to General Fund	\$2,559,020	\$3,070,825	83.33%
	Capital Expenses	\$6,013,540	\$11,610,540	51.79%

Item # 23

				% of Monthly Totals to Budget
	Description	4/30/2019	FY 2019 Budget	
Electric Fund	Total Revenues	\$40,168,049	\$49,126,240	81.76%
	Electric Sales	\$38,871,956	\$47,679,830	81.53%
	Other Revenues	\$1,296,093	\$1,446,410	89.61%
	Total Expenses	\$38,889,620	\$49,126,240	79.16%
	Personnel Expenses	\$2,142,519	\$2,504,675	85.54%
	Operating Expenses	\$1,123,440	\$1,602,575	70.10%
	Purchase of Electricity	\$32,576,926	\$40,911,645	79.63%
	Capital Expenses	\$812,868	\$1,426,705	56.98%
	Transfer to General Fund	\$2,233,867	\$2,680,640	83.33%
Stormwater Fund	Total Revenues	\$1,255,009	\$1,597,000	78.59%
	Stormwater Revenues	\$1,234,541	\$1,466,000	84.21%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$20,468	\$11,000	186.07%
	Proceeds from Capital Leases	\$0	\$120,000	0.00%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,433,489	\$1,597,000	89.76%
	Personnel Expenses	\$636,305	\$757,185	84.04%
	Operating Expenses	\$488,537	\$605,860	80.64%
	Capital Expenses	\$308,647	\$233,955	131.93%
Solid Waste Fund	Total Revenues	\$2,217,242	\$2,649,715	83.68%
	Refuse Collections Revenues	\$2,088,921	\$2,405,515	86.84%
	Other Revenues	\$51,746	\$52,200	99.13%
	Proceeds From Capital Leases	\$76,575	\$192,000	39.88%
	Total Expenses	\$2,333,608	\$2,649,715	88.07%
	Personnel Expenses	\$1,011,563	\$1,149,185	88.02%
	Operating Expenses	\$1,245,470	\$1,308,530	95.18%
	Capital Expenses	\$76,575	\$192,000	39.88%
Fiber Optics Fund	Total Revenues	\$1,865,070	\$2,120,110	87.97%
	Fiber Optics Revenues	\$1,659,029	\$1,871,000	88.67%
	GIS Revenues	\$95,100	\$113,200	84.01%
	Proceeds from Capital Leases	\$0	\$35,000	0.00%
	Other Revenues	\$110,941	\$100,910	109.94%
	Total Expenses	\$1,808,933	\$2,120,110	85.32%
	Personnel Expenses	\$635,400	\$729,540	87.10%
	Operating Expenses	\$668,305	\$859,080	77.79%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$6,969	\$9,650	0.00%
	Capital Expenses	\$498,259	\$521,840	95.48%

EZ # wa11

Cash Position	6/30/18	7/31/18	8/31/18	9/30/18	10/31/18	11/30/18	12/31/18
Total Unrestricted Cash Balance	\$27,699,226.98	\$26,571,134.06	\$26,389,847.12	\$27,032,966.13	\$27,406,222.25	\$26,970,196.33	\$32,144,544.25
Total Restricted Cash Balance	\$186,916,760.41	\$189,267,372.63	\$190,918,292.57	\$191,346,607.97	\$189,023,321.82	\$190,679,741.56	\$184,798,614.78
Cash Position		1/31/19	2/28/19	3/31/19	4/30/19	5/31/19	6/30/19
Total Unrestricted Cash Balance		\$31,210,641.55	\$31,200,210.49	\$29,968,343.91	\$33,038,106.60		
Total Restricted Cash Balance		\$188,056,670.61	\$189,512,344.01	\$192,942,900.04	\$188,202,290.66		

Highlights for the Month of April 2019:

Unrestricted cash increased slightly due to increases in the stormwater, gas, solid waste, and fiber funds. These increases were offset by larger decreases in the general, electric, water, and garage funds.

Restricted cash decreased due to increases in cash in the following funds: Hotel Motel Tax, Motor Vehicle Rental Tax, SPLOST 2014, Debt Service Account, water, DEA, and Pension Funds. However, these increases were offset by a draw request from the Gas Department Series 2017 bond funds to reimburse for cost of the new building.