



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 – 6/6/2019
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. May 16, 2019 (Pages 1 - 10)

[Attachments](#)

B. Appointments

1. Alcohol Control Board (Page 11)

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2. Board of Zoning Appeals (Page 12)

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3. Development Authority of Cartersville (Page 13)

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4. Etowah Area Consolidated Housing Authority (Page 14)

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C. Resolutions

1. Voiding Certificate of Dedication (Pages 15 - 21)

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

1. File AZ19-02 (Pages 22 - 35)

[Attachments](#)

E. Second Reading of Ordinances

1. Alcohol Ordinance Amendments (Pages 36 - 39)

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F. Budget

1. Budget Ordinance for the Fiscal Year 2019-20 (Pages 40 - 42)

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G. First Reading of Ordinances

1. Amendment to the Utilities Ordinance Regarding Gas Rates (Pages 43 - 49)

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2. Amendment to Utilities Ordinance Regarding Water/Sewer Rates (Pages 50 - 56)

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H. Contracts/Agreements

1. MOU with DCA for Main Street Program (Pages 57 - 63)

[Attachments](#)

2. Adairsville Intergovernmental Agreement (Pages 64 - 67)

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I. Bid Award/Purchases

1. Garbage Truck Repair (Pages 68 - 69)

[Attachments](#)

2. Landscape Maintenance Services (Pages 70 - 71)

[Attachments](#)

3. Barracuda Support Renewal (Pages 72 - 73)

[Attachments](#)

4. CNP Technologies Network Core Switches Renewal (Pages 74 - 75)

[Attachments](#)

5. Generators and Automatic Transfer Switch (Pages 76 - 87)

[Attachments](#)

6. Motorola Radios Quarterly Invoice (Pages 88 - 89)

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7. Dell Computer Purchase (Pages 90 - 96)

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8. WPCP SCADA System (Pages 97 - 101)

[Attachments](#)

J. Contracts/Agreements

1. Emergency Dredge – Mud Pond (Pages 102 - 104)

[Attachments](#)

2. CSX Encroachment Agreement Amendment (Pages 105 - 107)

[Attachments](#)

K. Other

1. Expedited Enforcement Compliance Order (Pages 108 - 110)

[Attachments](#)

L. Monthly Financial Statement

1. March 2019 Financial Report (Pages 111 - 115)

[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
6/6/2019 7:00:00 PM
May 16, 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
 May 16, 2019
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Fox.

Pledge of Allegiance led by Council Member Cooley.

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

Absent: Kari Hodge, Council Member Ward One

II. Regular Agenda

A. Council Meeting Minutes

1. May 2, 2019

A motion to approve the May 2, 2019 City Council Meeting Minutes as presented was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote 5-0.

B. Proclamations

1. Church of the Ascension - 175 Years

Mayor Santini presented a proclamation to The Church of the Ascension in celebration of their 175th Anniversary. Kyle Harshey came forward and accepted the proclamation.

2. National Historic Preservation Month

Mayor Santini stated that May is National Historic Preservation month. Mr. Santini presented a proclamation to Greg Frisbee, Historic Preservation Chairman. Mr. Frisbee thanked the Mayor and Council for their support.

C. Second Reading of Ordinances

1. Solid Waste Ordinance Revision

Tommy Sanders, Public Works Department Head stated that this revision cleans up the ordinance as well as increases garbage collection base rate fees by \$1.50. This is the second reading of the ordinance. Mr. Sanders recommended approval of the solid waste ordinance revision.

A motion to approve the solid waste ordinance revision was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote 5-0.

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, Georgia, that the Code of Ordinances City of Cartersville, Georgia CHAPTER 21. SOLID WASTE, Sec. 21-34. Billing and Sec. 21-35 Commercial and multi-dwelling units (having more than six units) collection charges are hereby amended by deleting said sections in their entirety and replacing them as follows:

Sec. 21-34 - Billing

- (a) Each residential household will be billed a monthly charge of twenty dollars and fifty cents **(\$20.50)** minimum for garbage collection; said fee includes the cost of collection, curbside recycling, recycling yard waste, and disposal. The monthly fee shall be eighteen dollars and fifty cents **(\$18.50)** for a residential household with a homestead exemption for elderly, if the proper form has been filed. Furthermore, there shall be an additional fee of eleven dollars and fifty cents (\$11.50) per month per additional cart per residence.
- (b) Said fee may be adjusted automatically by the department to cover the increase in landfill disposal costs.
- (c) All bills for garbage service shall be sent to customers on the billing date for utilities. These bills are due and payable at the city clerk's office on the specified date on the bills. After that date, service may be ceased until all amounts due are paid.
- (d) A penalty of ten (10) percent shall be added to all bills for garbage service where bills are not paid on the due date as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills.
- (e) A fee of ten dollars (\$10.00) per sticker shall be charged to the customers and stickers may only be purchased in person at city hall or by mail order from the city clerk's office for the collection of the waste material referred to in section 21-33(f) of this chapter. Two stickers (\$20.00) are required for all appliances with refrigerant.

(f) Fees for bulk tree limbs and branch collections are described as follows and must be paid for by the customer prior to service being delivered:

(1) Zero (0) to five (5) cubic yards per week is free pickup.

Sec. 21-35 - Commercial and multi-dwelling units (having more than six units) collection charges

(a) Multi-dwelling units having more than six (6) units will be required to have a container and will be charged the following rates:

Container Size	Dumps Per Week	Monthly Rate
2 Yard	1	\$85.00
	2	\$120.00
	3	\$148.00
4 Yard	1	\$110.00
	2	\$166.00
	3	\$209.00
	4	\$265.00
	5	\$321.00
	6	\$420.00
6 Yard	1	\$138.00
	2	\$194.00
	3	\$250.00
	4	\$306.00
	5	\$363.00
	6	\$504.00
8 Yard	1	\$164.00
	2	\$234.00
	3	\$305.00
	4	\$375.00
	5	\$446.00
	6	\$588.00

Extra dumps for dumpsters/containers \$75.00

All small downtown containers \$29.50

(b) The collection charges for commercial curbies is as follows:

Commercial Curbies	Once Per Week Pickup	Twice Per Week Pickup
1 Curbie	\$31.50	\$43.50
2 Curbies	\$36.50	\$53.50
3 Curbies	\$43.50	\$63.50
4 Curbies	\$50.50	\$73.50
5 Curbies	\$57.50	\$83.50

- (c) Said fee may be adjusted automatically by the department to cover the increase in landfill disposal costs.
- (d) All bills for garbage service shall be sent to customers on the billing date for utilities. These bills are due and payable at the city clerk's office on the specified date on the bills. After that date, service may be ceased until all amounts due are paid.
- (e) A penalty of ten (10) percent shall be added to all bills for garbage service where bills are not paid on the due date as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills.

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

This Ordinance shall become effective on July 1, 2019.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 2nd day of May 2019.

ADOPTED this the 16th day of May 2019. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

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

1. File AZ19-02

Randy Mannino, Planning and Development Department Head stated that 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). The property contains approximately 9.7 acres. Planning Commission approved the rezoning request with the condition to limit future lots in subdivision to three lots for the 9.7 acres.

Mayor Santini opened the floor for a public hearing to anyone wishing to come forward to speak for or against the annexation and zoning request. No one came forward and the hearing

was closed.

E. First Reading of Ordinances

1. Alcohol Ordinance Amendments

Mr. Mannino stated the proposed alcohol ordinance amendment will change the definition of the "Wine Specialty Shop" and replaces it with "Wine and Craft Beer Specialty Shop". It will also allow for the on-site consumption and packaged sales of malt beverages and wine without meeting the food sales requirement. Said amendments will only pertain to the Downtown Business District, and restricts the total wine and malt beverage sales to no more than 35% of the establishments' annual gross revenues.

The Alcohol Control Board heard a similar version of said amendments at their March 13, 2019 board meeting in conjunction with proposed amendments affecting Cigar Bar guidelines. The ACB moved forward with the Cigar Bar amendments, but noted they were not ready to proceed with the other changes. This is the first reading of the ordinance.

F. Bid Award/Purchases

1. CNP Technologies Firewall Software

Dan Porta, Assistant City Manager stated the purchase from CNP Technologies is for the yearly support for our two main firewalls, our internal firewall and our appliance that holds the firewall log data. The purchase price of this Fortinet software from CNP Technologies is in the amount of \$15,960. Mr. Porta recommended approval of the purchase from CNP Technologies.

A motion to approve the purchase from CNP Technologies was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote 5-0.

G. Contracts/Agreements

1. GDOT Grant Supplemental Agreement for Airport

Mr. Porta stated that in April 2018, City Council approved the initial GDOT grant to construct the storm drainage system and land acquisition/condemnation costs in the amount of \$1,013,043. As of last month when access to the property was approved to install the storm drainage system, bids were received from contractors for this work. Due to the additional costs to clear and grub the site along with the storm drainage installation costs, GDOT has issued a supplemental agreement in the amount of \$134,470.60 for these additional costs, which requires a local match of 5% or \$6,723.53 for these additional funds. Mr. Porta recommended approval of the supplemental agreement.

A motion to approve the GDOT Grant Supplemental Agreement for Airport was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously.

Vote 5-0.

2. GDOT Grant Funding Assistance for Airport

Mr. Porta stated that GDOT has announced a tentative allocation of federal funding assistance for the following two Cartersville-Bartow Airport projects:

1. Avigation Easement Acquisition for Obstruction Removal for Runway 1 - total estimated grant is \$2,050,000 with a 5% local match of \$102,500.
2. Rehabilitate Runway 1/19 Phase 1 - total estimated grant is \$2,378,757 with a 5% local match of \$594,689.

The rehabilitation project is estimated to be completed in the next 12 to 18 months. If approved, the local match which has been split between Bartow County and the City will need to be funded in order to complete this project. Mr. Porta recommended approval.

A motion to approve the GDOT Grant Funding Assistance for Airport was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote 5-0.

1. Brentwood Senior Project

David Archer, City Attorney stated that Water and Sewer Maintenance Bond Agreement is between the City and Brentwood Senior facility on Douthit Ferry Road. Brentwood shall procure a maintenance bond in the amount of 43,000. At the end of the twelve-month period, the City shall conduct an inspection of the development. Brentwood agrees to hold the City harmless for a period of eighteen months of all the easements installed in accordance with the construction plans as approved.

A motion to approve Brentwood Senior Project Maintenance Agreement was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote 5-0.

H. Resolutions

1. Creation of Festival Zone

Lillie Read, Downtown Development Manager stated that the DDA has added a special feature concert for June 8 spotlighting a local Cartersville jazz band called The 4 Korner. The DDA would like to create a festival zone for this event. Mrs. Read stated that DDA staff and board recommended approval of this festival zone.

A motion to approve the Creation of Festival Zone was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote 5-0.

Resolution No. - _____

of the
City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown in 2019:

June 8 – Saturday – 4 Korner's Special Feature Concert

WHEREAS, the DDA Board recommends that these events be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband or other means of identification, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board, staff, or an approved festival manager will, in conjunction with event staff and volunteers, place signage around each event to identify the boundaries of the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the 4 Korner's Special Feature Concert, as planned and implemented by the DDA, and approved by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 16th day of May, 2019.

/s/ _____
Matt Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

2. Creation of Festival Zone – Rotary Club

Mrs. Read stated the Bartow Rotary Club would like to host a private meeting downtown for Rotarians, sponsors, and volunteers who participated with the Taste of Cartersville event. This would be a private event on May 31st, not open or advertised to the public. Mrs. Read recommended approval of this festival zone request.

A motion to approve the Creation of Festival Zone – Rotary Club was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

Resolution No. - _____

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown in 2019:

Friday, May 31 – Private Rotary Club “thank you” meeting

WHEREAS, the DDA Board recommends that these events be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband or other means of identification, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board, staff, or an approved festival manager will, in conjunction with event staff and volunteers, place signage around each event to identify the boundaries of the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Rotary “Thank you” event, as planned and implemented by the Bartow Rotary Club, and approved by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 16th day of May, 2019.

/s/ _____
Matt Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

After announcements a motion to adjourn the meeting was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote 5-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Alcohol Control Board

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	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 Kohloff are willing to continue to serve if re-appointed. Their new terms will expire June 3, 2022.
City Manager's Remarks:	The reappointment of these individuals is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
6/6/2019 7:00:00 PM
Board of Zoning Appeals**

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	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.
City Manager's Remarks:	The reappointment of these individuals is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Development Authority of Cartersville

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	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.
City Manager's Remarks:	Your approval of these reappointments is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Etowah Area Consolidated Housing Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	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.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Voiding Certificate of Dedication

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	This resolution voids the Certificate of Dedication for the Brentwood Senior Development.
City Manager's Remarks:	City Attorney recommends voiding this certificate due to the fact that the property is not in the city limits.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO:_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, 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

STATE OF GEORGIA

COUNTY OF BARTOW

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered the 3rd day of May , 2019, by and between, Brentwood Senior 1, LP (hereinafter referred to as "Grantor"), and the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation, (hereinafter referred to "Grantee"), provides as follows:

For and in consideration of the approval of a final plat of development under the Development Regulations for the City of Cartersville, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor, being the owner of fee simple title to all lands shown and depicted upon said final plat, a copy of which is recorded in the Office of the Clerk of Superior Court of Bartow County, Georgia, as Plat Book 2416, Page 756, and which said plat by reference is incorporated herein and made a part hereof, does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever all streets, sidewalks and right-of-ways, all storm water facilities, all drainage facilities, all easements, any and all fencing around retention or detention ponds on the property, and other facilities installed in accordance with the construction plans as approved for Brentwood Senior 1, LP, Cartersville, Georgia, and included herein by reference, together with rights-of way,

easements for fencing, streets, drainage, sidewalks, and other public purposes as shown thereon. Grantor hereby warrants that this conveyance is free and clear of any liens and encumbrances, except those specifically made known to and accepted by the City in writing.

GRANTOR shall procure a Maintenance Bond from Hartord Fire Insurance Company (insurance) in the amount of \$43,000.00 consisting of 25% of the total cost of drainage, storm water, sidewalk, fencing, and road related improvements. The Maintenance Bond/Letter of Credit shall be issued to Grantee and shall expire pursuant to the conditions stated therein.

Grantor does hereby agree to hold the Grantee harmless for a period of eighteen (18) months from the date of written acceptance by the Grantee and installation by Grantor, of all the rights-of-ways, streets, water and sewer facilities, drainage, storm water, fencing, sidewalk and easements installed in accordance with the construction plans as approved and agrees that the City of Cartersville shall not be liable for claims of damages resulting from negligence in the design, construction installation, maintenance and/or permitting of said improvements, including without reservation any claims for flooding or diversion of surface water caused or created by said development and activities performed on private property by the Grantor, its heirs, successors and assigns. Should any such claim be made against Grantee during the period of this Agreement, Grantor agrees and warrants that upon written notice thereof it will, as its sole cost and expense, defend and indemnify the Grantee fully from any such action. Utilities owned and operated by a governmental body or public utility company not constructed by the Grantor or his contractor shall be the responsibility of the utility and not the Grantor.

At the end of the twelve (12) month maintenance period, the Grantee shall perform an inspection of the development. The Grantor shall be notified of the inspection results in writing within thirty (30) days from the date of expiration of the twelve (12) month maintenance period.

If repairs are needed for the improvements to meet City specifications, the Grantor shall be required to make such repairs within sixty (60) days after written notification by the Grantee. If the repairs are not completed, the Maintenance Bond shall be called in to pay for the repairs. Should the amount of the Maintenance Bond/Letter of Credit be inadequate to pay for the repairs, the developer shall pay the remaining amount. Should the Grantor complete necessary maintenance repairs, he shall request in writing to the Grantee for inspection of the maintenance repairs. The Grantee shall make inspection and notify the developer of the inspection results. If the maintenance repairs meet City standards, the Grantee will provide written approval of the improvements and shall assume responsibility for the future maintenance of improvements within the road right-of-way, water and sanitary sewer utilities and all other facilities as provided by law; provided, however, this responsibility shall not commence in any instance where repairs or corrections have not been completed on any claim for which written notice was given to the Grantor during the eighteen (18) month period until such repairs or corrections are complete.

In the event any lots are sold it must be part of the sales contract, deed, and covenants that the Grantor must install the sidewalks to the specifications provided herein, if they fail to do so, the City shall have a lien against the property for the cost of installing the sidewalks per the specifications on the Final Plat. Provided that these provisions are recorded in a sale contract, deed, and/or covenants; then upon the expiration of the time periods set forth in herein, the Grantor may reduce the outstanding letter of credit by that prorata amount, upon written approval by the Grantee and/or sale a lot prior to the installation of sidewalks.

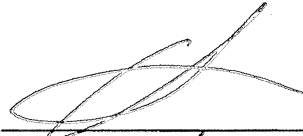
Grantor further covenants that all conveyances of title subsequent hereto shall be subject to the warranties and agreements set forth herein and that subsequent conveyance of title shall not constitute a release of Grantor from the obligations herein assumed.

IN WITNESS WHEREOF, the undersigned has affixed its hand and seal the day and year set forth above.

Darion Lee

By:

Its:


member

Signed, sealed, and delivered
in the presence of:

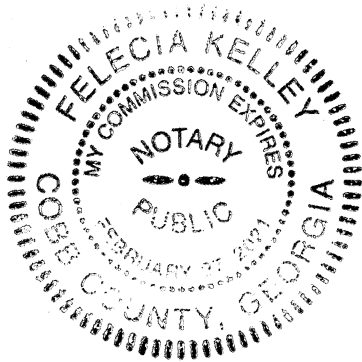
Wynne G. Nigon

Witness

Julia Kelly

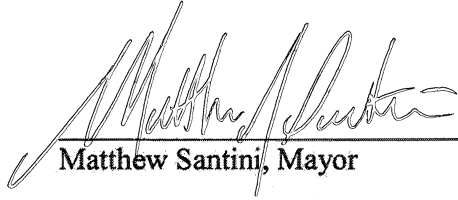
Notary Public

My Commission Expires: February 27, 2021

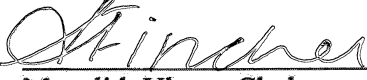


ACCEPTANCE BY CITY OF CARTERSVILLE

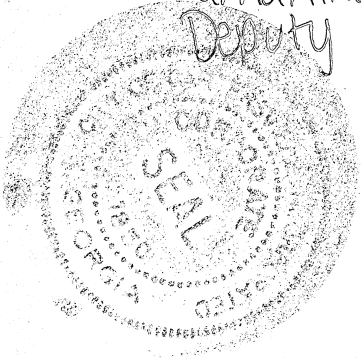
I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement was approved and accepted by the City of Cartersville in a regularly called meeting on May 16th, 2019 by a vote of AYE 5 NAY 0, ABSTAIN 0, and ABSENT 1.


Matthew Santini, Mayor

ATTEST:


Meredith Ulmer, Clerk

Samantha Fincher
Deputy City Clerk





City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
File AZ19-02

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	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).
City Manager's Remarks:	Planning Commission recommended the rezoning with the condition to limit future lots in the subdivision to three. This is the second reading and public hearing.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ19-02

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Steeden Preferred Properties, LLC
Representative: Mr. Steve Nunley
Location: 232 Euharlee Road
Total Acreage: Approx. 9.7 acres

LAND USE INFORMATION

Current Zoning: County A-1 (Agriculture)
Proposed Zoning: R-20 (Single-Family Residential)
Proposed Use: Residential

Current Zoning of Adjacent Property:

North: County A-1 (Agriculture)
South: City R-20 (Single-Family Residential)
East: City R-20 (Single-Family Residential)
West: County A-1 (Agriculture)

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 639
Ward: 3 **Council Member:** Cary Roth

The Future Development Plan designates the subject property as: Adjacent properties are designated as Suburban Living.

The Future Land Use Map designates adjacent or nearby city properties as: Low-Medium Density Residential & Community Parks/Recreation/Conservation.

ANALYSIS

City Departments Reviews

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

Fibercom: Takes no exception

Fire: No comments received

Gas: No comments received

Public Works: Public Works takes no issue with this annexation. However, if approved, please keep in mind that stormwater fees will be implemented and Solid Waste services will be required.

Water and Sewer: No comments received

Bartow County Water: BCWD will serve water to site off our 16" water main. Sewer is not available. BCWD has no objection.

Cartersville School District: At this time we do not have any objection since it is only a few homes being discussed. With that being said, if the annexation trend continues with other adjacent properties, we might have to object due to the number of requests.

Public Comments: Ralph Miller, 220 Euharlee Road, called with a general inquiry

REQUEST SUMMARY:

The annexation and zoning request is to annex property located at 232 Euharlee Road. The lot contains approximately 9.7 acres with one single-family house on the property. The owner wishes to annex into the city for the school system. City utilities do not serve this lot or adjacent lots.

Preliminary discussions with the applicant included options to subdivide the property, but no plans have been prepared nor written statements provided to this intent.

The city does provide trash and recycling services to city properties along Euharlee Rd.

STANDARDS FOR EXERCISE OF ZONING POWERS.

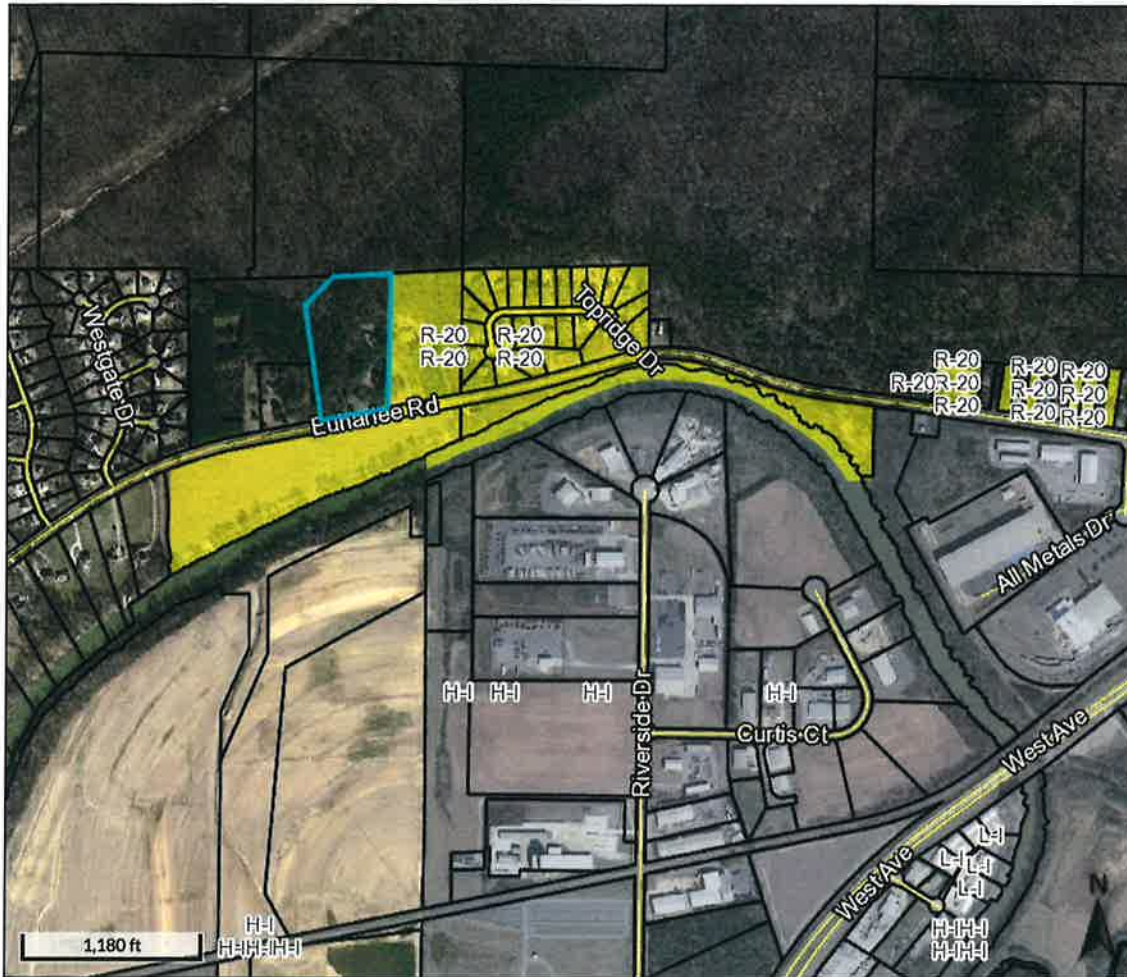
- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The R-20 zoning district seems to be an appropriate zoning category. Adjacent properties are zoned R-20.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use of adjacent property.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned, the property would continue to be used for single-family residential.
- E. *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 result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The annexation and zoning would conform to the city's land use plan for the area.
- G. *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.*
The zoning proposal should not have an adverse environmental effect compared to the existing land use.
- H. *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.*
No other conditions are known.

STAFF RECOMMENDATION: *Staff recommends approval.*

PLANNING COMMISSION RECOMMENDATION:



Bartow County, GA



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*

Parcel ID 0056-0639-003
Sec/Twp/Rng n/a

Alternate ID 10859
Class Agricultural

Owner Address NELSON WILLELLA CALDWELL
232 EUHARLEE ROAD

Item # 5
Item # 7

Property Address 232 EUHARLEE RD
Bartow County

Acreage 9.7

CARTERSVILLE GA 30120

District Bartow County

Brief Tax Description LL639 LD4

(Note: Not to be used on legal documents)

Date created: 4/29/2019

Last Data Uploaded: 4/26/2019 9:57:30 PM

Developed by  **Schneider**
GEOSPATIAL

Application for Annexation/ Zoning

City of Cartersville

Case Number: AZ19-02
 Date Received: 3/22/19

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 STEEDEN Preferred Properties LLC Office Phone 770-684-1118
 Address PO BOX 330 Mobile/ Other Phone _____
 City Taylorsville State GA Zip 30278 Email SD Nunley@96c
STEVE NUNLEY Phone (Rep) 678-355-5372
 Representative's printed name (if other than applicant) Email (Rep) SAME
 Representative Signature _____ Applicant Signature myler Steeden Preferred Properties LLC
 Signed, sealed and delivered in presence of: _____ My commission expires: 12/3/23
Fincher Notary Public

NOTARY PUBLIC
 SAMANTHA FINCHER
 BARTOW COUNTY, GEORGIA
 EXPIRES 01/23/23

* Titleholder WILENA CALDWELL NELSON Phone _____
 Address 232 Eucharlee Rd Email _____
 Signature STEVE NUNLEY (property under contract)
 Signed, sealed, delivered in presence of: _____ My commission expires: 1/23/23
Fincher Notary Public

NOTARY PUBLIC
 SAMANTHA FINCHER
 BARTOW COUNTY, GEORGIA
 EXPIRES 01/23/23

Present Zoning District A-1 (County) Requested Zoning R-20
 Acreage 9.7 Land Lot(s) 639 District(s) 4th Section(s) 3rd
 Location of Property: 232 Eucharlee Road
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: School system

 (attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ19-02

Tax Map Parcel(s) # <u>2056-0639-003</u>		Voting Ward(s) <u>1</u>
Current Land Use <u>A-1 Agriculture/Residential</u>		Current Zoning <u>A-1</u>
Proposed Land Use <u>Residential</u>		Proposed Zoning <u>R-20</u>
Number of Dwelling Units <u>1 → Potential 3 w/ lot split</u>		Number of Occupants <u>2-4</u>
Owner Occupied? Yes ☒ No ☐		
Racial Composition <u>N/A</u>		
Number of School-aged Children <u>0</u>		Grade Level(s) of School-aged Children <u>0</u>
School(s) to be attended: <u>N/A</u>		
Current Utility Service Providers (Check Service provider or list if Other)		
Water:	☐ City ☒ County	☐ Well/ Other
Sewer:	☐ City ☐ County	☒ Septic/ Other
Natural Gas:	☐ City ☒ Other (List) _____	
Electricity:	☐ City ☒ GA Power	☐ Greystone
	☐ Other (List) _____	

Item # 5

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:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Ralf + Mary Miller	220 Euharlee Rd. Cartersville
2.	Baynie Dobbins/Sheila Smith	260 Euharlee Rd. Cartersville
3.	Samuel M. Freeman	264 Euharlee Rd. Cartersville
4.	Burton E. Lewis	321 N. Tenn. St. Cartersville
5.	Floyd Family Trust	24 Euharlee Rd Euharlee, GA 30120
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Attach additional names if necessary.

(Indicate property owned by the above persons on plat accompanying this application.)

WILLELLA CALDWELL NELSON

LOCATED IN LAND LOT 659
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 18,575 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.

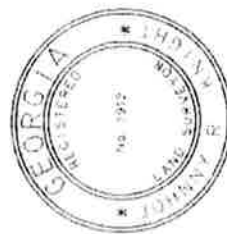
DATE OF PLAT: 02/08/2019
DATES OF FIELD WORK: 02/04/2019
02/05/2019
02/06/2019

FILE: WN02194

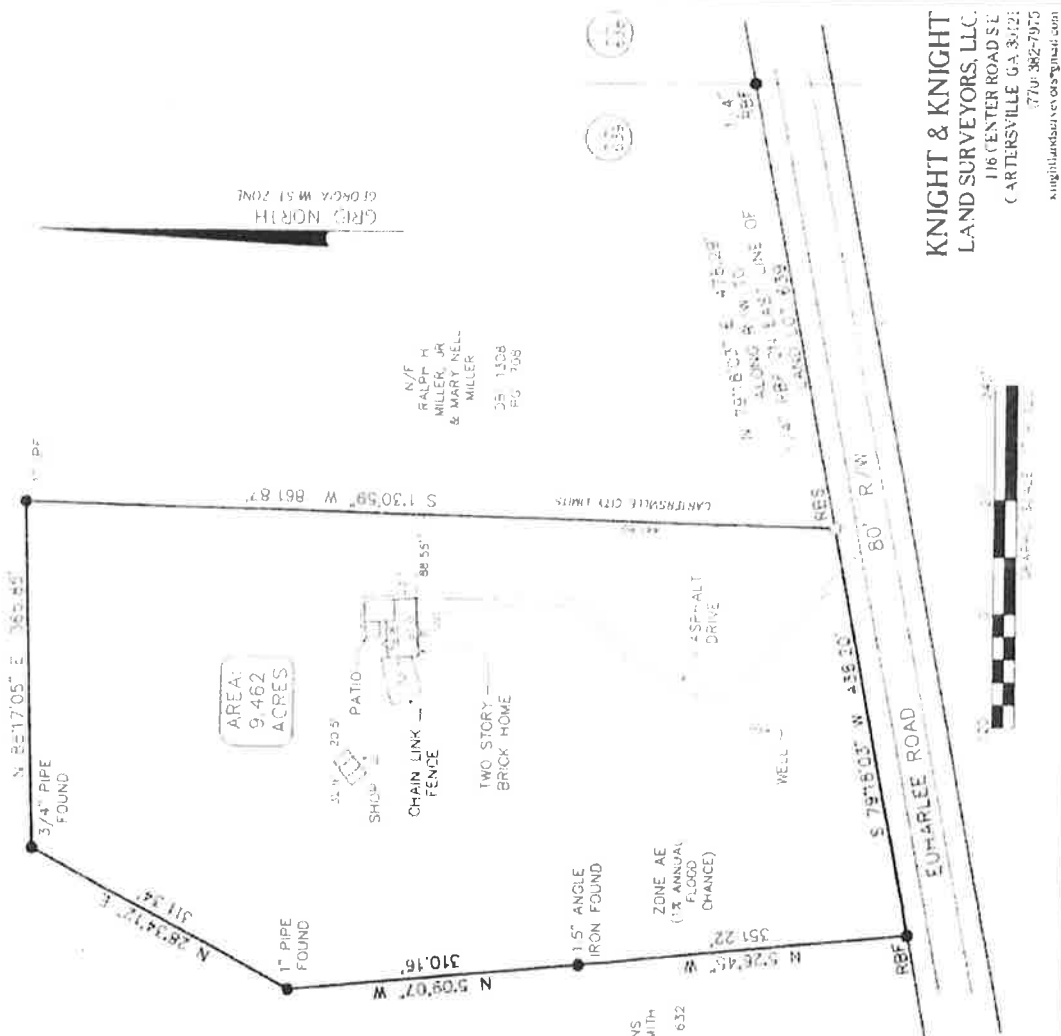
LEGEND

- PROPERTY CORNER
- IRON PIN FOUND
- 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 STAMPS.
SURRENDERING STAMPS, OR STATEMENTS HEREIN, SUCH APPROVALS
DO NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE
GOVERNMENT RECORDS OR THE INFORMATION CONTAINED
HEREIN. THE SURVEYOR'S OBLIGATION IS TO THE USER OF THIS
PLAT AS TO WHETHER THE INFORMATION CONTAINED HEREIN
COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PLAT
SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND
REGULATIONS OF THE GEORGIA BOARD OF SURVEYORS AND
PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET
FORTH IN O.C.G.A. SECTION 15-6-67.



Gregory A. Knight
GREGORY A. KNIGHT, GEORGIA RLS NO 1912



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

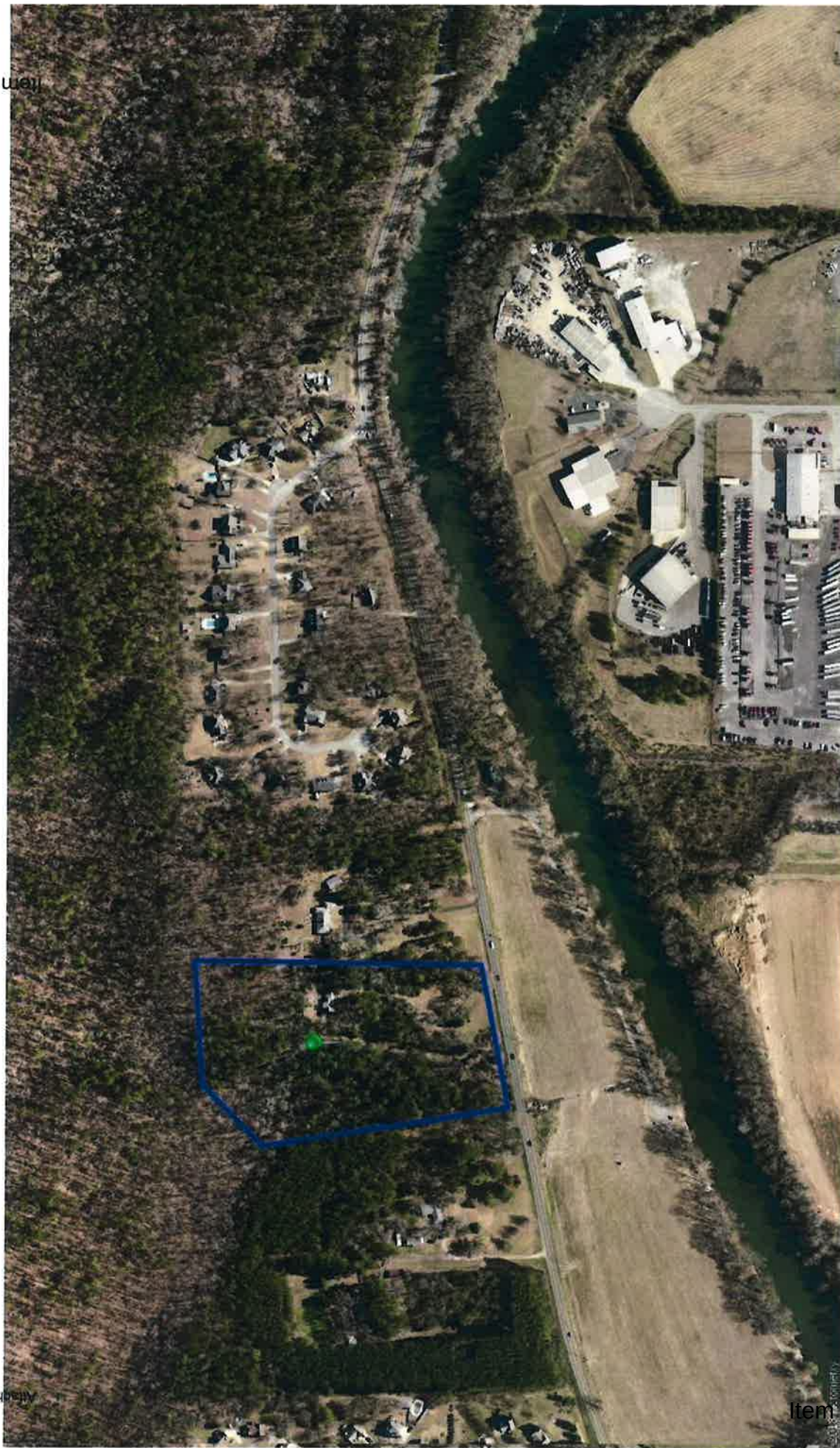


Item # 5

Item # 7

AZ19-02: 232 Euharlee Road

Item # 5



Item # 7

26/2017 - 01/25/2018



BARTOW COUNTY

Steve Taylor, Sole Commissioner

CERTIFIED MAIL # 7006 3450 0001 5974 6649

April 4, 2019

Mayor and Council
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Request by Steeden Preferred Properties, LLC
to annex approximately 9.7 acres located at
232 Euharlee Road, Cartersville, Georgia

Item # 5

Bartow County has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Low Density Residential.

Please be advised that, pursuant to O.C.G.A. §36-36-7, there may exist county water and/or sewer lines within the area proposed to be annexed.

Also, be advised that the City will be responsible for maintenance of that portion of the roadway, where as a result of this annexation, property on both sides of the road is now within the city limits.

Sincerely,

STEVE TAYLOR
Commissioner
Bartow County

ST/kg

- c. Zoning Department
- Bartow County Road Department
- Voter Registration
- Tax Assessor
- GIS Department

AZ19-02





City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Alcohol Ordinance Amendments

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	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.
City Manager's Remarks:	This ordinance revision brings a change in the definition of the "Wine Specialty Shop" and replaces it with "Wine and Craft Beer Specialty Shop". It also allows for the on-site consumption and packaged sales of malt beverages and wine without meeting the food sales requirement. This is the second reading of the ordinance.
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 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, an 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



City of Cartersville

City Council Meeting

6/6/2019 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 \$17,859,190 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. I recommend approval of the proposed FY 2019-20 budget as presented.
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 first reading of the Budget ordinance and upon second reading is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

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	\$26,655,300	
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
 <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

6/6/2019 7:00:00 PM

Amendment to the Utilities Ordinance Regarding Gas Rates

SubCategory:	First 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 first reading of the Gas Rate ordinance that is part of the fiscal year 2019-20 budget and upon second reading 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
------------------------------	---------

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

6/6/2019 7:00:00 PM

Amendment to Utilities Ordinance Regarding Water/Sewer Rates

SubCategory:	First 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 first reading of the Water/Sewer Rate ordinance that is part of the fiscal year 2019-20 budget and upon second reading 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
6/6/2019 7:00:00 PM
MOU with DCA for Main Street Program

SubCategory:	Contracts/Agreements
Department Name:	Downtown Development Authority
Department Summary Recommendation:	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.
City Manager's Remarks:	The Department of Community Affairs requires an annual Memorandum of Understanding in order for us to participate in the Main Street Program. Your approval of this MOU is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



2019-2020 Classic Main Street MOU

2019-2020 Classic Main Street MOU

5/1/2019

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and a copy of the original document should be uploaded to your community's shared DCA Dropbox folder by July 1, 2019.



**National Main Street
Center**
a subsidiary of the
National Trust for Historic Preservation

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2019 -2020 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of _____, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2019-2020. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the “Main Street America™” name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan must be on file and updated with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting annually.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 8 times per year and insure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. By December 31, 2020, all Board Members, regardless of their length of service on the Board, must be Main Street 101 certified through DCA’s online testing system. A copy of each Board Member’s Main Street 101 certification must be uploaded to the Standard 5 file in your program’s shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in the annual manager’s survey provided by DCA. Failure to complete the annual manager’s survey by the deadline will result in the loss of accreditation.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community’s downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - B. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training events.

Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- C. Respond to requests by DCA in a timely manner.
- 3. Take advantage of the Georgia Main Street network of professional downtown managers.
- 4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must complete Main Street 101 through DCA's online testing system by December 31, 2020.
- 5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
- 6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

- 1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
- 2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
- 3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - B. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
- 4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
- 5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
- 6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
- 7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
- 8. Provide design services to the local program. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
- 9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

- 1. This agreement shall be valid through June 30, 2020.
- 2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.

3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2019-2020 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

####

MEMORANDUM OF UNDERSTANDING: 2019-2020 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): _____

Authorized City Representative (ACR) Signature

Date

ACR Name

ACR Title

MAIN STREET BOARD OF DIRECTORS

President/Board Chairperson's Signature

Date

Printed Name

Date Term Expires

DOWNTOWN MANAGER

Manager's Signature

Date

Printed Name

Date Hired

☐ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

ODD Director's Signature

Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Adairsville Intergovernmental Agreement

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	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.
City Manager's Remarks:	This is a service that our staff can offer the City of Adairsville and is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

STATE OF GEORGIA
COUNTY OF BARTOW

**STREET SWEEPING SERVICES
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the City of Adairsville, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "Adairsville"), and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as the "Cartersville").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Adairsville desires to contract with Cartersville for the provision of Street Sweeping Services under the terms and conditions as herein provided; and

WHEREAS, Adairsville and Cartersville desire to enter into an agreement for the purpose of Street Sweeping Services within the City of Adairsville; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, Adairsville and Cartersville deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, inter alia; and

WHEREAS, the City Council of Adairsville has reviewed this Agreement and did, at the regular meeting of the city council held on June 13, 2019, authorize its Mayor to sign this Agreement; and

WHEREAS, the City Council of Cartersville has reviewed this Agreement and authorized its Mayor to sign this Agreement.

NOW, THEREFORE in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged it is hereby agreed as follows:

1.

The City of Cartersville will provide Street Sweeping Services to the City of Adairsville as outlined below:

- Work will be performed on Highway 140 from 6793 Highway 140 (Bartow County Fire Station) east to 1193 Highway 140 (Seventh Day Adventist Church) and US Highway 41 from Hardwood Ridge Drive south to Manning Mill Road.
- This is an estimate of approximately 28 lane miles per sweeping event.
- The frequency of this service will be performed on a quarterly basis.
- Estimated hours per sweeping event, including mobilization, is 8-9 hours.
- Cost per hour of sweeping, including equipment and driver) is \$125/hour.

2.

This Agreement shall commence as of July 1, 2019 and terminate on June 30, 2020 unless otherwise terminated in accordance with the other provisions of this Agreement; provided, however, this Agreement shall automatically continue from year to year (for a maximum of 5 years) unless terminated for cause or convenience and after a written notice of not less than ninety (90) days before the annual renewal date. In the event that an adjustment to this Agreement is desired by either party during the annual ninety-day renewal period, such adjustment shall be mutually agreed upon and the Agreement revised, amended, approved and signed by the appropriate authorities for each party; otherwise, this Agreement shall terminate as of the date specified or at the end of any renewal term.

4.

Either party may terminate this Agreement as a matter of convenience at any time during any year after giving written notice of the proposed termination not less than ninety (90) days prior to the proposed termination date.

5.

Time is of the essence in the performance of this Agreement.

6.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties relating to Street Sweeping Services. Any alterations of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

IN WITNESS WHEREOF, the City of Cartersville and the City of Adairsville have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals on the day and year first written above.

Attest:

CITY OF CARTERSVILLE, GEORGIA

Meredith Ulmer, Clerk

Matt Santini, Mayor

Attest:

CITY OF ADAIRSVILLE

Lisa Donald, Clerk

Kenneth Carson, Mayor



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Garbage Truck Repair

SubCategory:	Bid Award/Purchases
Department Name:	Solid Waste
Department Summary Recommendation:	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 and we recommend your approval.
City Manager's Remarks:	This repair of the garbage truck is a cost of doing business and is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

CUSTOMER #: 202121
UNIT# 7E730515

5869



INVOICE

CITY OF CARTERVILLE

PO BOX 1390

CARTERSVILLE, GA 30120

HOME: CONT:N/A

BUS: CELL:

PAGE 1

500 Lee Industrial Blvd
Austell, GA 30168
Ph: (678) 905-1861
Fax: (678) 903-0434

Remit to:
306 Pineview Drive
Kernersville, NC 27284
(800) 239-7796

SERVICE ADVISOR: 440 BEN TAYLOR

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
	16	MACK MACK TRUCK		1M2AU04C8GM009718		7E7305154	80000/80000		T6238A
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
01JAN15 DD		01JAN2017	17:00 21MAY19		6238GARAGE		CHG	21MAY19	
R.O. OPENED		READY		OPTIONS: 1) 7E7305154					

09:38 15MAY19 11:43 21MAY19

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A REBUILD ARM

9996 STANDARD

450 C

1	093-2941-SER MACHINED, H-BEAM -PYTHON	3768.85	2525.13	2525.13
1	372-3684 PIN.BUSHING, AND SEAL KIT	1867.64	1494.11	1494.11
1	093-3337 MACHINED, PYTHON LIFT ARM	4061.74	2721.36	2721.36
2	BRAKECLEANER BRAKE CLEANER	6.12	5.10	10.20
2	STARPLEX2 MULTI PURPOSE GREASE (PREPAID SPECIAL ORDER PART)	4.53	4.53	9.06
2	3252T11 7/8 TWIN TUBE WELD	9.30	7.75	15.50

MISC SHOP SUPPLY

C

25.00 25.00

PARTS: 6775.36 LABOR: 3270.00 OTHER: 25.00 TOTAL LINE A: 10070.36

80000 REBUILD ARM TRUCK CAME IN WITH THE PYTHON ARM WORE OUT AND NEEDING REBUILT. WE BROUGHT THE TRUCK INTO THE SHOP AND BEGAN DISASSEMBLING THE ARM AND KEEPING THE PINS AND CAPS ORGANIZED TO MAKE RE ASSEMBLY EASIER. ONCE EVERYTHING WAS APART, WE PRESSURE WASHED THE PARTS OFF AND FOUND THAT THE H BEAM WAS CRACKED AND THAT THE J ARM WAS WORN. WE ORDERED THOSE TWO PARTS AND BEGAN REMOVING THE OLD BEARINGS AND BUSHINGS AND INSTALLING ALL NEW IN ALL THE ORIGINAL PIECES WE REUSED. THEN WE BEGAN REBUILDING THE ARM PIECE BY PIECE. ONCE EVERYTHING WAS REINSTALLED WE SWAPPED OUT THE GRABBER BUSHINGS. TO INSTALL THE NEW BUSHINGS WE HAD TO CUT THE OLD BUSHINGS OUT WITH THE TORCH THEN WE HAD TO USE A FLAPPER WHEEL TO CLEAN THE POCKETS FOR THE NEW SWIVEL BEARINGS. ONCE EVERYTHING WAS CLEANED WE INSTALLED THE NEW BEARINGS AND THEN THE GRABBERS. ONCE EVERYTHING WAS BACK TOGETHER WE GREASED THE ARM. ONCE ARM WAS GREASED WE RAN ALL THE FUNCTIONS ON THE ARM AND EVERYTHING WORKED AS IT SHOULD.

C.P. Works
MAY 21 2019

I authorize the following repair work to be done along with the necessary parts and material and grant permission to operate the vehicle herein described for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto and I further agree that storage charges of \$10.00 per day will accrue, beginning 5 days after I am notified that the repairs have been completed. In consideration of CAROLINA ENVIRONMENTAL SYSTEMS, INC. extending credit to me for labor or to purchases authorized by me, I agree to pay in full within ten (10) days after receipt of my statement. I further agree to pay a monthly service charge of 1 1/2% on any overdue balances. And all costs of collection including reasonable attorney's fees. Not responsible for loss or damage to vehicle or articles left in vehicles in case of theft, fire, flood, wind, act of God or any cause beyond your control. In exchange for CAROLINA ENVIRONMENTAL SYSTEMS, INC. agreeing to make repairs, I hereby assign to CAROLINA ENVIRONMENTAL SYSTEMS, INC. all rights, title, and interest in any insurance proceeds. CAROLINA ENVIRONMENTAL SYSTEMS, INC. is hereby appointed my true and lawful attorney in fact to demand and receive payments, to endorse any negotiable instrument in my name, and otherwise enforce the provisions of any insurance contract.

"AS IS" THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSOR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF ITEM, LOSS OF PROFIT, INCIDENTAL DAMAGES, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	3270.00
PARTS AMOUNT	6775.36
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	174.99
TOTAL CHARGES	10220.35
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	10220.35

Item # 14

CUSTOMER COPY



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Landscape Maintenance Services

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	We opened bids for the landscape maintenance/mowing of the property at 155 Old Mill Road on 5/23/19. We 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.
City Manager's Remarks:	With the completion of the new city facilities on Old Mill Road, city staff has received proposals to provide mowing services at our property and I recommend approval of the low bid from Appalachian Landscape.
Financial/Budget Certification:	This is not a budgeted item in the FY 2019 budget. However, the mowing is a budgeted item in the FY 2020 proposed budget.
Legal:	
Associated Information:	

Bid Tabulations			
155 OLD MILL ROAD MOWING			
	Company	UNIT PRICE	PER 22
		PER EVENT	CYCLES
	APPALACHIAN LANDSCAPE CO	\$810.00	\$17,820.00
	CARTERSVILLE GA		
	TIDWELL LAWN CARE	\$1,100.00	\$24,200.00
	CARTERSVILLE GA		
	FULL CIRCLE	\$1,220.00	\$26,840.00
	CARTERSVILLE, GA		
	WATTERS AND WATTERS	\$ 2,500.00	\$55,000.00
	CARTERSVILLE GA		
	EXPRESS LANDSCAPING	\$ 2,700.00	\$59,400.00
	CARTERSVILLE GA		



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Barracuda Support Renewal

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	This is a budgeted support renewal for our web filter that protects our users while visiting websites and our Barracuda SSL VPN appliance that we use for remote network connections. I recommend approval of this annual renewal in the amount of \$9,121.20.
City Manager's Remarks:	The Barracuda Support renewal is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



QUOTATION

Quote #: 407563
Prepared By: Vanessa Fernandez

Date: 2019-05-22
Expires: 2019-06-21

Bill To:
City of Cartersville
Accounts Payable
1 North Erwin St.
Cartersville, GA 30120
United States
(770) 607-6299
sgrier@cityofcartersville.org

Ship To:
City of Cartersville
Steven Grier
1 North Erwin St.
Cartersville, GA 30120
United States
sgrier@cityofcartersville.org

Item #	Item Description	Qty	Unit Price	Price (USD)
BVSV480a-v1	Barracuda SSL-VPN 480Vx 1 Year License BAR-VS-538906	1	4,041.40	4,041.40
BYF610a-e1	Barracuda Web Security Gateway 610 1 Year EU BAR-YF-535819	1	2,770.90	2,770.90
BYF610a-h1	Barracuda Web Security Gateway 610 1 Year IR BAR-YF-535819	1	2,308.90	2,308.90

EU = Energize Updates
 IR = Instant Replacement
 PS = Premium Support

Total: 9,121.20

We look forward to providing you a powerful and easy to use security solution. If you have any questions please do not hesitate to contact us.

Sincerely,

Vanessa Fernandez
 vlfernandez@barracuda.com
 408-342-5400 phone
 408-342-1061 fax

- Credit Card payment or Net 30 days with approved credit or credit card guarantee.
- You are responsible for all sales taxes, withholding taxes, value added taxes, import and export taxes and any other similar taxes imposed by any federal, state, provincial or local governmental entity of this purchase.
- Services are provided pursuant to Barracuda Networks, Inc. Terms and Conditions located at <https://www.barracuda.com/legal/customer-purchase-terms>



Barracuda Networks

+1 408 342 5400 / 888 268 4772



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
CNP Technologies Network Core Switches Renewal

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	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.
City Manager's Remarks:	I recommend approval of this support renewal agreement.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

CNP Technologies, LLC

806 Tyvola Road - - Charlotte, NC 28217

Phone: (704) 927-6600 - Fax: (704) 927-6610 - Email: purchase@cnp.net

**TECHNOLOGIES****QUOTE**

Date	Quote #
05/24/19	CNPQ74467

Sold To: City of Cartersville
 Steven Grier
 10 N Public Sq.
 Cartersville, GA 30120
 USA

Phone: (770) 387-5616
Fax:

Ship To: City of Cartersville
 Steven Grier
 10 N Public Sq.
 Cartersville, GA 30120
 USA

Phone: (770) 387-5616
Fax:

A 50% Deposit may be required before order is placed. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales tax.

Terms	Rep	P.O. Number	Ship Via
	Andrew		

Qty	Description	Unit Price	Ext. Price
2	HPE - ARUBA CARE AND SERVICES - 1YR POST WARR FOUNDATION CARE SVCS 4HR EXCH 5940 48P 100GPSSVC S/N's: CN7AHLCO5H & CN7BHLC03X	\$2,194.00	\$4,388.00
7	HPE - ARUBA CARE AND SERVICES - 1YR RNWL FOUNDATION CARE 4HR SVCS EXCH 5510 48G 4 SVC S/N's: CN81H0Z0RF, CN81H0Z0RP, CN81H0Z0TT, CN81H0Z0VM, CN81H0Z0W7, CN81H0Z0YT & N81H0Z0Z1	\$771.00	\$5,397.00
2	HPE - ARUBA CARE AND SERVICES - 1YR RNWL FOUNDATION CARE 4HR SVCS EXCH 5510 24G S SVC S/N's: CN81H120FK & CN81H120H4 Q#: QUO-2415952-P1V8C5 Service Start/End Dates 6/3/2019 - 6/2/2020	\$902.00	\$1,804.00

Thank you for your business!

SubTotal	\$11,589.00
Sales Tax	\$0.00
Total	\$11,589.00
Deposit	\$5,794.50

Customer Initials _____

05/24/19 14:06:02

Item # 17



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Generators and Automatic Transfer Switch

SubCategory:	Bid Award/Purchases										
Department Name:	Administration										
Department Summary Recommendation:	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: <table><tr><td>Kohler 60kw Generator - Gas Dept.</td><td>\$19,591.00</td></tr><tr><td>Kohler 40kw Generator - Fuel Station</td><td>\$19,237.00</td></tr><tr><td>Kohler 60kw Generator - Fire Station #3</td><td>\$19,591.00</td></tr><tr><td>Automatic Transfer Switch - Fire Station #3</td><td>\$ 4,180.00</td></tr><tr><td>Total Purchase Price</td><td>\$62,599.00</td></tr></table> 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, I recommend 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.	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
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										
City Manager's Remarks:	These generators are needed as backup power so city personnel can still operate out of each of their locations during an emergency and are recommended for your approval.										
Financial/Budget Certification:	This is a budgeted item.										
Legal:											
Associated Information:											



Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6535

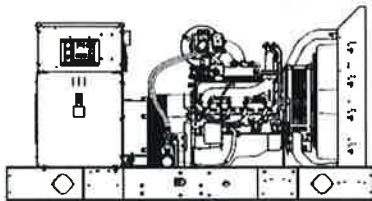
Job Name: Cartersville
 Offer: 51221
 Page 1

Regarding: **City of Cartersville**

From: Kevin Murray
Generator System Specialist
 Nixon Power Services
 1440 Lakes Parkway
 Suite 600
 Lawrenceville, GA 30043
 Direct: 770-453-4133
 Mobile: 678-575-0113
kmurray@nixonpower.com

TOTAL PURCHASE PRICE: \$62,599.00

Item A, D: 60kW Generators – Gas System Bldg. A & Fire Station #3



Kohler Model: KG60

This gas generator set equipped with a 4P8X alternator operating at 120/280 volts is rated for 60 kW/75 kVA.
 Output amperage: 209

Standard Features:

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two- and five-year extended warranties are also available.

Alternator Features:

- The unique Fast-Response™ II excitation system delivers excellent voltage response and short circuit capability using a permanent magnet (PM)-excited alternator.
- The brushless, rotating-field alternator has broad range reconnectability.

Qty

Description

2

KG60 Generator System

KG60 Generator Set

Includes the following:

Literature Languages

English

Approvals and Listings

UL2200 Listing/cUL Genset List

Engine

KG60,SingleFuel,NFPA,NG,Standb

KOHLER.Power Systems

Page 1

Item # 18



Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6535

Job Name: Cartersville
 Offer: 51221
 Page 2

Nameplate Rating	Standby 130C Rise
Voltage	60Hz, 120/208V, Wye, 3Ph, 4W
Alternator	4P8X
Cooling System	Unit Mounted Radiator, 50C
Skid and Mounting	Skid, 41"
Air Intake	Standard Duty
Controller	APM402
Enclosure Type	Sound
Enclosure Material	Steel
Starting Aids, Installed	1500W, 120V
Electrical Accy., Installed	Battery, 1/12V, Wet
Electrical Accy., Installed	Battery Charger, 10A
Electrical Accy., Installed	Run Relay
Electrical Accy., Installed	2 Input/5 Output Module
Electrical Accy., Installed	Manual Speed Adjust
Rating, LCB 1	80% Rated
Amps, LCB 1	225
Trip Type, LCB 1	Thermal Magnetic
Interrupt Rating LCB 1	18kA at 480V
Miscellaneous Accy., Installed	Air Cleaner Restriction Ind.
Miscellaneous Accy., Installed	Coolant in Genset
Warranty	5 Year Comprehensive
Testing, Additional	Power Factor Test, 0.8, 3Ph Only
2 Flexible Fuel Line (Nat/LP) UL	
2 RSA III, Annunciator only	

Price Per 60kW Generator: \$19,591.00

Quantity Required: 2



Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6535

Job Name: Cartersville
Offer: 51221
Page 3

Item C: Automatic Transfer Switch – Fire Station #3



Kohler Model: KSS-ACVA-0400S

4 Pole, 4 Wire, Switched Neutral, 400 amp, Kohler
Specific Breaker rated Standard automatic transfer
switch, Model Warranty, 1 Year Standard, rated 208V, 60
Hz, complete with all standard equipment and housed in a
NEMA Type 1 enclosure.

Qty

Description

ATS 1200 Transfer Switch System

1

KSS-ACVA-0400S

Includes the following:

Literature Languages

English

Mechanism

Specific Breaker

Transition

Standard

Logic

1200

Voltage

208 V / 60 Hz

Poles & Wires

4 Pole/4 Wire, Switched Neutral

Enclosure

Nema 1

Amps

400 Amps

Connection

Standard

Warranty

5-YR COMPREHENSIVE

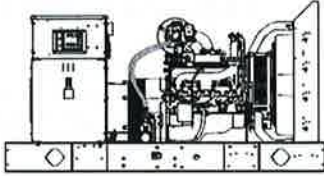
Price For ATS: \$4,180.00



Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6535

Job Name: Cartersville
 Offer: 51221
 Page 4

Item B: Generator – Gas System Bldg. B



Kohler Model: KG40

This gas generator set equipped with a 4P5X alternator operating at 120/208 volts is rated for 40 kW/50 kVA.
 Output amperage: 138

Standard Features:

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two- and five-year extended warranties are also available.

Alternator Features:

- The unique Fast-Response™ II excitation system delivers excellent voltage response and short circuit capability using a permanent magnet (PM)-excited alternator.
- The brushless, rotating-field alternator has broad range reconnectability.

Qty

Description

1

KG40 Generator System

KG40 Generator Set

Includes the following:

Literature Languages

English

Approvals and Listings

UL2200 Listing/cUL Genset List

Engine

KG40,SnglFuel, NFPA,NG,Standby

Nameplate Rating

Standby 130C Rise

Voltage

60Hz, 120/208V, Wye, 3Ph, 4W

Alternator

4P5X

Cooling System

Unit Mounted Radiator, 50C

Skid and Mounting

Skid, 41"

Air Intake

Standard Duty

Controller

APM402

Enclosure Type

Sound

Enclosure Material

Steel

Starting Aids, Installed

1500W,120V

KOHLER.Power Systems

Page 4

Item # 18



Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6535

Job Name: Cartersville
 Offer: 51221
 Page 5

Electrical Accy.,Installed	Battery, 1/12V, Wet
Electrical Accy.,Installed	Battery Charger, 10A
Electrical Accy.,Installed	Run Relay
Electrical Accy.,Installed	2 Input/5 OutputModule
Electrical Accy.,Installed	Manual Speed Adjust
Rating, LCB 1	80% Rated
Amps, LCB 1	150
Trip Type, LCB 1	Thermal Magnetic
Interrupt Rating LCB 1	18kA at 480V
Miscellaneous Accy,Installed	Air Cleaner Restriction Ind.
Miscellaneous Accy,Installed	Coolant in Genset
Warranty	5 Year Comprehensive
Testing, Additional	Power Factor Test,0.8,3Ph Only
1 Flexible Fuel Line (Nat/LP) UL	
1 RSA III, Annunciator only	

Price Per Generator: \$19,237.00



Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6535

Job Name: Cartersville
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Distributor Start-Up

Startup per NFPA 110 with a 4 hour load test.

A FACTORY TRAINED TECHNICIAN shall perform necessary installation checks, startup inspection, and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included, and will be completed during normal Business hours Monday thru Friday 8:00 am to 5:00 pm. We can perform start up after hours and weekends at additional cost.

Clarifications

RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off-Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Current Lead Time: **Approx. 13-15 weeks ARO for the generators. Approx. 10-12 weeks ARO for the ATSs.** Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" periods.



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TOTAL OFFER TOTAL SELL PRICE: \$62,599.00

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize Nixon Power Services LLC to use this form as a bona fide purchase order of the equipment shown on Offer Number: 51221, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Company: Nixon Power Services LLC
Print Name: Nick Cockerham
Title: Inside Product Sales
Signature: Nick Cockerham
Date: 5/28/2019

**Accepted
by:**

Company: _____
Print Name: _____
Title: _____
Signature: _____
Date: _____
PO Number: _____

Job Name: Cartersville
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Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-8687 F: 770-448-6535

STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

1. CONTRACT. These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

2. SERVICE, REPAIR, MAINTENANCE. Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

3. QUOTATIONS AND PUBLISHED PRICES. Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

4. TAXES. Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

5. PAYMENT TERMS. Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.



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6. DELIVERY. While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

7. MANUFACTURER'S LIMITED WARRANTY. The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

8. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

9. INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES: The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

10. TECHNICAL SUPPORT. It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

11. EXCUSE OF PERFORMANCE. Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

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12. CHANGES. Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

13. CANCELLATION. Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

14. DEFAULT. Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.

15. BUYER ACCEPTANCE. Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

16. REGULATORY LAWS AND/OR STANDARDS. The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

17. NONASSIGNMENT. No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

18. BILLABLE SERVICES. Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

19. GENERAL PROVISIONS. These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

20. HOURS OF OPERATION. Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the



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normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.
- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Motorola Radios Quarterly Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	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 your approval.
City Manager's Remarks:	I recommend approval of this invoice.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

STEVE TAYLOR, COMMISSIONER
 BARTOW COUNTY
 P.O. BOX 543
 135 W. CHEROKEE AVE., SUITE 251
 CARTERSVILLE, GEORIGIA 30120
 770-387-5030

Invoice Date: April 30, 2019

Due Date: May 30, 2019

TO: City of Cartersville
PO Box 1390
Cartersville, GA 30120

Please mail payment
 Attn: Alecia Hendrix

To bill for **Motorola Radios** for 1st Quarter 2019

Agency	# of Radios	Cost per Radio	Total
Police	135	\$38.27	\$5,166.94
Fire	85	\$38.27	\$3,253.26
Fibercom	1	\$38.27	\$38.27
Gas	30	\$38.27	\$1,148.21
Public Works, Rec, etc	10	\$38.27	\$382.74
Electric	40	\$38.27	\$1,530.95

Total Due: \$11,520.36

C. J. Taylor
 MAY - 8 2019



City of Cartersville

**City Council Meeting
6/6/2019 7:00:00 PM
Dell Computer Purchase**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	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.
City Manager's Remarks:	I recommend approval of the purchase of computers, monitors and sound bars from Dell Corporation.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000038218519.1	Sales Rep	Michael Seshiki
Total	\$21,611.00	Phone	(800) 456-3355, 7250672
Customer #	2133239	Email	Michael_Seshiki@Dell.com
Quoted On	May. 13, 2019	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 12, 2019		CITY OF CARTERSVILLE
Deal ID	17637869		P O BOX 1390
			1 NORTH ERWIN ST
			CARTERSVILLE, GA 30120-3121

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Michael Seshiki

Shipping Group

Shipping To	Shipping Method
STEVEN GRIER CITY OF CARTERSVILLE 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 (770) 607-6299	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 5060 MFF	\$760.01	20	\$15,200.20
Dell 24 Monitor - P2419H	\$176.57	32	\$5,650.24
Dell Stereo Soundbar – AC511M	\$30.32	24	\$727.68

Item # 20

	Subtotal:	\$21,578.12
	Shipping:	\$32.88
	Non-Taxable Amount:	\$21,611.00
	Taxable Amount:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$21,611.00

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Attachment number 1 \nP

Shipping To

STEVEN GRIER
CITY OF CARTERSVILLE
1 N ERWIN ST
CARTERSVILLE, GA 30120-3121
(770) 607-6299

Shipping Method

Standard Delivery

OptiPlex 5060 MFF		\$760.01	Qty 20	Subtotal \$15,200.20
Estimated delivery if purchased today: Jun. 11, 2019 Contract # 26AFO Customer Agreement # 99999-SPD-T20120702				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5060 Micro Form Factor BTX	210-AOJU	-	20	-
Intel Core i5-8500T (6 Cores/9MB/6T/up to 3.5GHz/35W); supports Windows 10/Linux	338-BNZV	-	20	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	20	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	20	-
8GB 1X8GB DDR4 2666MHz Non-ECC	370-ADZL	-	20	-
No Additional Hard Drive	401-AANH	-	20	-
SSD as first boot drive	340-ABIG	-	20	-
M.2 256GB SATA Class 20 Solid State Drive	400-AWFS	-	20	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	20	-
Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5	555-BDZU	-	20	-
Internal Wireless Antennas	555-BDZX	-	20	-
Intel Wireless 9560 2x2 vPro Driver	555-BECT	-	20	-
No PCIe add-in card	492-BBFF	-	20	-
OptiPlex 5060 Micro with 90W up to 87% efficient adapter	329-BDRF	-	20	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	20	-
Black Dell MS116 Wired Mouse	275-BBBW	-	20	-
No Cable Cover	325-BCZQ	-	20	-
No Additional Cable Requested	379-BBCY	-	20	-
Not selected in this configuration	817-BBBC	-	20	-
No Integrated Stand option	575-BBBI	-	20	-
SupportAssist	525-BBCL	-	20	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	20	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	20	-
Waves Maxx Audio	658-BBRB	-	20	-
Dell Developed Recovery Environment	658-BCUV	-	20	-
Software for OptPlex Systems	658-BDVO	-	20	-
				Item # 20

OS-Windows Media Not Included	620-AALW	-	20	-
Energy Star	387-BBLW	-	20	Attachment number 1 \nP
Fixed Hardware Configuration	998-CYYS	-	20	-
No Anti-Virus Software	650-AAAM	-	20	-
CMS Software not included	632-BBBJ	-	20	-
TPM Enabled	329-BBJL	-	20	-
US Power Cord	450-AAZN	-	20	-
No Intel Responsive	551-BBBJ	-	20	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	20	-
Retail POD	389-BDQH	-	20	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	20	-
No CompuTrace	461-AABF	-	20	-
US Order	332-1286	-	20	-
Documentation,English,French,Dell OptiPlex 5060	340-CDYO	-	20	-
No External ODD	429-ABGY	-	20	-
Regulatory,Label,Opti 5060 MFF,90W	389-CXHT	-	20	-
Ship Material for OptiPlex Micro Form Factor	340-CDWS	-	20	-
Shipping Label for DAO	389-BBUU	-	20	-
90 Watt AC Adapter	450-AELY	-	20	-
Intel Standard Manageability	631-ABRK	-	20	-
No Option Included	340-ACQQ	-	20	-
Desktop BTS/BTP Shipment	800-BBIP	-	20	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	20	-
ProSupport: 7x24 Technical Support, 3 Years	804-9050	-	20	-
ProSupport: Next Business Day Onsite 3 Years	804-9070	-	20	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	20	-
Client ProSupport Asset Label without Company Name	365-0530	-	20	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	20	-
			Qty	Subtotal
Dell 24 Monitor - P2419H		\$176.57	32	\$5,650.24

Estimated delivery if purchased today:
May. 20, 2019

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	32	-
Dell Limited Hardware Warranty	814-5380	-	32	-
Advanced Exchange Service, 3 Years	814-5381	-	32	-
			Qty	Subtotal
Dell Stereo Soundbar – AC511M		\$30.32	24	\$727.68
Estimated delivery if purchased today: May. 17, 2019				
Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell Stereo USB SoundBar AC511M for PXX19 & UXX19 Thin Bezel Displays- SnP	520-AAOT	-	24	-

Item # 20

Subtotal: \$21,578.12

Shipping: \$32.88

Estimated Tax: \$0.00

Attachment number 1 \nP

Total: \$21,611.00

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at [\("Satisfaction Guarantee"\)](#) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
WPCP SCADA System

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	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 (saves money), 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. MR Systems was called to repair the system and was able to get it running again, but couldn't 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 "just put back what we had" or go to a fully redesigned system customized to the plant we are building. I do not believe we need the full custom system but would like to make some enhancements based on deficiencies of the old system. Specifically, Revision 2 (REV 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. I request 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 insure 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. I recommend approval of the MR quote.
City Manager's Remarks:	This system assists our staff in the operation of the Water Pollution Control Plant and I recommend approval of the purchase from MR Systems.
Financial/Budget Certification:	This is a budgeted item in the FY19-20 budget. All project expenses will pass through account 505.3330.52.2361 Maintenance WPC Plant.

Cover Memo

Item # 21

Legal:
Associated Information:

Customer: City of Cartersville, GA
 Project: WWTP SCADA Upgrade
 MR Quote #:Q19-6310, Rev. 2



May 16, 2019

Bill of Materials and Labor

Qty	Tag/Loop	Description
<u>WWTP SCADA Upgrade</u>		
3		Precision Workstation T3630 Tower Intel Xeon E-2124, 4 Core, 8MB Cache, 3.4GHz, 4.5Ghz Turbo NVIDIA® Quadro® P400, 2GB, 3 mDP 16GB 2x8GB DDR4 2666MHz UDIMM Non-ECC Raid 1, (Qty. 2) 1TB, 3.5" SATA (7,200 RPM) Hard Drive 8x DVD +/- RW drive Keyboard, Mouse Windows 10 Pro for Workstation (Up to 4 Cores) Microsoft Office Professional 2016 3 Year Hardware Service with Onsite/In-Home Service After Remote Diagnosis
3		Dell 24 Monitor – P2417H including Sound Bar
1		Upgrade, Wonderware InTouch 2017 Runtime 3K Tag with I/O (for S/N's: 1225779, 1225780) Wonderware Customer First Standard Software Maintenance - Two Years
1	Rev. 1	New, Wonderware InTouch 2017 Runtime 3K Tag with I/O Wonderware Customer First Standard Software Maintenance - Two Years MR Systems will configure the new hardware above, convert your current Wonderware application
	Rev. 2	HMI Application Modernization and Updating of Graphics MR Systems will update the existing Wonderware InTouch application with point database standards, new 3D photo realistic graphics, 3D process graphics and tier 1 advanced functionality discussed. This will bring the existing system up to the level that will be consistent with what is being provided with the upcoming expansion project. A basic checkout of the upgraded system is included with plant personnel.

Project Labor

One Lot	Project Engineering & Administrative Labor to perform the above referenced scope of work.
One Lot	HMI Software Applications Labor (including Travel & Living expenses) to perform the above referenced scope of work. This line intentionally left blank. This line intentionally left blank. This line intentionally left blank.

Customer: City of Cartersville, GA
 Project: WWTP SCADA Upgrade
 MR Quote #:Q19-6310, Rev. 2



May 16, 2019

Bill of Materials and Labor

Qty	Tag/Loop	Description
1 Year		Onsite Comprehensive Warranty (including Travel & Living expenses)
One Lot		Freight
Subtotal of Labor and Materials: \$85,992		
State Sales Tax - NOT INCLUDED: \$		
Total Project Cost: \$85,992		

General Notes:

- A *** Sales Representation ***
 Mr. Dan Carter of Eco-Tech, Inc. in Canton, GA, is our local Sales Representative and will contact you prior to the bid with pricing. Dan may be reached at 678-880-1222 (Office) or 404-822-3313 (Cell).
- B *** Technical Questions ***
 For technical or scope of supply questions contact Dennis Everette of MR Systems, Inc. Dennis may be reached at 678-325-2810 (Office) or 770-634-3781 (Cell).
- C *** Installation of Conduit and Wire ***
 This quotation **DOES NOT INCLUDE** the supply or physical installation of conduit or wire unless specifically noted above.
- D *** Equipment Installation ***
 This quotation **DOES NOT INCLUDE** physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.
- E *** Wiring Terminations ***
 This quotation **DOES NOT INCLUDE** field or panel terminations of signal or power wires
- F *** Fiber Optics Cable ***
 This quotation **DOES NOT INCLUDE** the supply or physical installation of Fiber Optic Cable.
- G *** Fiber Optic Cable Termination ***
 This quotation **DOES NOT INCLUDE** termination or testing of fiber optics cable.
- H *** Coaxial Cable Installation ***
 This quotation **DOES NOT INCLUDE** the physical installation of coaxial cable or other related components.

Customer: City of Cartersville, GA
 Project: WWTP SCADA Upgrade
 MR Quote #:Q19-6310, Rev. 2



May 16, 2019

Bill of Materials and Labor

Qty	Tag/Loop	Description
	I	* Installation of Communications Towers or Poles * This quotation DOES NOT INCLUDE the supply or physical installation of Communication Towers or Poles.
	J	* Contractor License Information * MR Systems' Georgia Electrical Contractors License Number is EN214384 (Non-Restricted).
	K	Intentionally left blank
	L	* Terms and Conditions * MR Systems, Inc. General Terms & Conditions of Sale apply to any order resulting from this quotation. Please refer to the link provided below for a copy of our General Terms and Conditions of Sale. https://www.mrsystems.com/sellersterms/

Revision Notes:

Rev. 0	First Issue - 2019-02-14 DAE
Rev. 1	Added a 3rd workstation and Wonderware license - 2019-05-14 DBF
Rev. 2	Included the modernization and updating of HMI application & graphics - 2019-05-14 DBF



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
Emergency Dredge – Mud Pond

SubCategory:	Contracts/Agreements
Department Name:	Water
Department Summary Recommendation:	In April of 2019, the City received a Notice of Violation (see attached) 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 (residuals) 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 residuals storage site for the WTP. It is now functionally full (see attached photo). We need 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 I request 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. I request a not to exceed authorization of \$85,000 to complete this work.
City Manager's Remarks:	Dredging the Mud Pond is on our radar and depending on available funds from the recent Revenue Bond issuance, additional dredging will occur in the future. As of now, we need to hire Synagro to help us dredge the pond and your approval of the Cover Memo Item # 22

	proposal is recommended.
Financial/Budget Certification:	This is a budgeted item in the FY19-20 budget. All expenses will be paid from account 505.3310.54.1321 Dredge Lagoon.
Legal:	
Associated Information:	

 GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334
404-463-1511

Bob Jones, Owner
Cartersville Water System
P.O. Box 1390
Cartersville, GA 30120-1390

APR 24 2019

RE: LETTER OF NONCOMPLIANCE
Cartersville Water System
WSID # GAO150002
NPDES PERMIT ID No. GAG640017
Bartow County

Dear Mr. Jones:

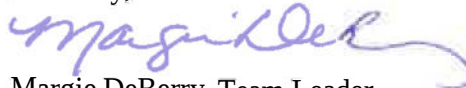
On April 17, 2019, the above-referenced Water System emailed the Georgia Environmental Protection Division (GA EPD) in regards to exceeding the weekly Total Suspended Solids (TSS) effluent limit. This letter serves as a Letter of Noncompliance to the Cartersville Water System for violations of the Georgia Rules and Regulations for Water Quality Control (Rules), the Georgia Water Quality Control Act (Act), and the National Pollution Discharge Elimination System (NPDES) General Permit No. GAG640000.

During a technical analysis review, the GA EPD determined that the Water System exceeded the discharge limitation in mg/L for TSS for the weekly average of 45 mg/L. The Water System's weekly discharge value for TSS for the week of April 15, 2019, was 47.3 mg/L, which is more than the required TSS discharge limit. In regards to this violation of NPDES General Permit No. GAG640000, there will be no further action taken.

The Division acknowledges that the reason for the TSS exceedance was due to weather events and that the Water System is now developing a plan to remove the solids in the sludge pond in an effort to return the effluent quality to its normal levels. Please contact the Division if there are any future exceedances, as required under Part II (A) (3) Noncompliance Notification of NPDES General Permit No. GAG640000.

If you have any questions, please contact Alisha Bailey, Environmental Compliance Specialist/Drinking Water Inspector at (404) 463-2537, or via email at alisha.bailey@dnr.ga.gov.

Sincerely,



Margie DeBerry, Team Leader
Drinking Water Inspection Team
Watershed Compliance Program

cc: Daniel Duke, Water Plant Superintendent, Cartersville Water System
Peter Nwogu, Program Manager, GA EPD Drinking Water Permitting & Engineering Unit

MD/ab

Item # 22



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
CSX Encroachment Agreement Amendment

SubCategory:	Contracts/Agreements
Department Name:	Water
Department Summary Recommendation:	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. Your approval is recommended.
City Manager's Remarks:	I recommend approval of this revised agreement with CSX.
Financial/Budget Certification:	No budget impact.
Legal:	
Associated Information:	

AGREEMENT NO. CSX847581

AMENDMENT

THIS AMENDMENT, made and effective as of April 10, 2019 ("Effective Date") by and between CSX TRANSPORTATION, a corporation of the state of Virginia, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, as Lessee of Properties of WESTERN & ATLANTIC RAILROAD hereinafter called "Licensor" and the CITY OF CARTERSVILLE, a Municipal Corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 1 N Erwin Street, Cartersville, Georgia 30120, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensor and Licensee entered into a Facility Encroachment Agreement dated November 17, 2017 (the "Agreement"), for Licensee to construct, use and maintain the Facilities defined under Agreement CSX847581.

WHEREAS, Licensor and Licensee desire to amend the Agreement to reflect the correct Encroachment Fee.

NOW THEREFORE, this Amendment will serve to amend the Agreement between Licensor and Licensee, as follows:

1. Section 2.1 reads Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIFTEEN THOUSAND THREE HUNDRED AND 00/100 U.S. DOLLARS (\$15,300) upon execution of the Agreement. For audit purposes, Licensor has determined this amount to be an error, as such this amendment will serve to correct the Encroachment Fee to the amount agreed upon, and paid by Licensee, of THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$13,500).

2. Except as herein provided, this Amendment shall not be construed as cancelling or otherwise making void any of the provisions of said Agreement, and said Agreement shall remain in full force and effect in accordance with all other terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AGREEMENT NO. CSX847581

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

Witness for CSXT:**CSX TRANSPORTATION, INC.**

By:

Print/Type Name:

Print/Type Title:

Witness for City :**CITY OF CARTERSVILLE, GEORGIA**

By:

Print/Type Name:

Print/Type Title:



City of Cartersville

**City Council Meeting
6/6/2019 7:00:00 PM
Expedited Enforcement Compliance Order**

SubCategory:	Other
Department Name:	Water Department
Department Summary Recommendation:	This is 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.
City Manager's Remarks:	I recommend approval of this compliance order with Georgia EPD.
Financial/Budget Certification:	This is not a budgeted item, but is necessary that the city pays the compliance order to the State of Georgia EPD.
Legal:	
Associated Information:	

**ENVIRONMENTAL PROTECTION DIVISION****Richard E. Dunn, Director****EPD Director's Office**

2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

CERTIFIED MAIL
7018 0680 0001 2304 6044

MAY 23 2019

Honorable Matt Santini, Mayor
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

RE: Proposed Expedited Enforcement Compliance Order (EECO)
City of Cartersville Water Pollution Control Plant (WPCP)
Permit Number GA0024091
Bartow County

Dear Mayor Santini:

Representatives of the Environmental Protection Division (EPD) have documented noncompliance of the subject facility with the Georgia Water Quality Control Act and the Department of Natural Resources Rules for Water Quality Control, Chapter 391-3-6. The enclosed proposed EECO is to provide an amicable disposition of the alleged violation. Please return the signed original EECO within fifteen (15) days to:

Environmental Protection Division
Mountain District Office
Post Office Box 3250
Cartersville, Georgia 30120

Upon execution of the EECO, you will be expected to initiate all provisions set forth in the EECO. Failure to meet the actions described, in compliance with the corresponding deadline, will subject you to further administrative actions. If there are any questions concerning the proposed EECO, please contact Katie Meade or Russell Nix at (770) 387-4900.

Sincerely,

Richard E. Dunn
Director

Enclosure: Proposed EECO

Item # 24

**GEORGIA ENVIRONMENTAL PROTECTION DIVISION
MOUNTAIN DISTRICT OFFICE
POST OFFICE BOX 3250
CARTERSVILLE, GEORGIA 30120**

EXPEDITED ENFORCEMENT COMPLIANCE ORDER

PART I: COMPLIANCE ORDER

County: Bartow

Facility Name and Permit No. (if applicable):

City of Cartersville
GA0024091

Name of Owner, Operator, or Responsible Official (Respondent):

Honorable Matt Santini, Mayor

A review of the Environmental Protection Division's (EPD) files indicates that the Respondent is in violation of provisions of Title 12 of the Official Code of Georgia Annotated (O.C.G.A.) and the applicable rules adopted by the Board of Natural Resources. The violation(s), applicable citation(s) from the Rules and Act, and corresponding settlement amount is/are listed below:

391-3-6-.06(4)(a), [O.C.G.A. §12-5-29(a)] Settlement \$ 401.00

Nature of Violation:

Exceeded permitted limit for Total Suspended Solids (weekly average) during the month of February 2019. Reported 1435 kg/d, Permitted for 1422 kg/d

391-3-6-.06(4)(a), [O.C.G.A. §12-5-29(a)] Settlement \$ 416.00

Nature of Violation: Exceeded permitted limit for Flow (weekly

average) during the month of February 2019. Reported 19.5 MGD, Permitted for 18.75 MGD

TOTAL SETTLEMENT AMOUNT \$ 817.00

By agreement of the parties, before the taking of any testimony and without adjudicating the merits of the parties' positions in this matter, in order to resolve the violations alleged herein, the Director hereby ORDERS and Respondent CONSENTS to the following Settlement Agreement.

PART II: SETTLEMENT AGREEMENT

The Respondent, by signing below, certifies under penalty of law that: a) the information submitted in this and all attached documents have been personally examined and that the Respondent is familiar with the information; b) the CITED VIOLATIONS HAVE BEEN CORRECTED; and c) payment of the settlement amount in the form of a check made payable to the Department of Natural Resources will be mailed to the above address within thirty (30) days of execution of this Order.

This Order does not waive the Director's right to take further enforcement against the Respondent, or imply that the Director will not take such action, either for (1) the violations alleged herein if Respondent fails to fully comply with the conditions of this Order, or (2) violations not alleged herein based on any other relevant requirements of this Order, the law, rules, and permit(s). Issuance of this Order does not waive the Director's right to use the violations alleged herein, upon sufficient evidence, to show past violations in any subsequent enforcement proceeding.

This Order is executed and entered solely for the purpose of resolving and disposing of the alleged violations set forth herein and does not constitute a finding, adjudication, or evidence of a violation of any law, rule, or regulation by Respondent, and by consenting to this Order, Respondent does not admit to any factual allegation contained herein or to any violations of state laws. In addition, this Order is not intended to create and it shall not be construed or otherwise deemed to recognize or create any claim, right, liability, estoppel, or waiver of rights in favor of any third-party or parties.

By agreement of the parties, this Order shall have the same force and binding effect as a Final Order of the Director, and shall become final and effective immediately upon its execution by the Director. The parties further agree that this Order shall not be appealable by Respondent, and Respondent hereby waives its right to initiate any administrative or judicial hearing on the terms and conditions of this Order.

BY (print name): _____

TITLE: _____

SIGNATURE: _____

DATE: _____

FINAL ORDER BY EPD this ____ day of _____ 20__.

Richard E. Dunn, Director

ORDER NO: EPD-WP-



City of Cartersville

City Council Meeting
6/6/2019 7:00:00 PM
March 2019 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for March 2019.
City Manager's Remarks:	Tom R. will present his report on Thursday.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of March 31, 2019

52 # West		FY 2017-18 MONTH OF March-18	FY 2018-19 MONTH OF March-19	FY 2017-18 Year to Date March-18	FY 2018-19 Year to Date March-19	100.00% OF BUDGET (Year to Date)
GENERAL FUND excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures						
REVENUE	\$1,681,148	\$2,040,437	\$18,328,300	\$19,752,813	80.57%	
EXPENDITURE	\$2,268,447	\$2,650,120	\$18,181,645	\$18,790,863	76.64%	
Gen. Fund Net Profit (Loss)	(\$587,299)	(\$609,683)	\$146,655	\$961,950		
WATER & SEWER						
REVENUE	\$1,444,177	\$1,565,507	\$14,213,187	\$16,632,240	41.46%	
EXPENDITURE	\$1,123,263	\$1,241,236	\$11,427,822	\$12,809,873	31.93%	
Wtr. & Swr. Fund Net Profit (Loss)	\$320,914	\$324,271	\$2,785,365	\$3,822,367		
GAS						
REVENUE	\$2,372,613	\$2,710,906	\$18,406,920	\$21,107,535	58.69%	
EXPENDITURES	\$1,939,705	\$2,163,646	\$17,180,655	\$23,854,117	66.33%	
Gas Fund Net Profit (Loss)	\$432,908	\$547,260	\$1,226,265	(\$2,746,582)		
ELECTRIC						
REVENUE	\$3,310,222	\$3,504,367	\$35,352,329	\$36,723,483	74.75%	
EXPENDITURES	\$4,061,613	\$4,177,832	\$34,976,317	\$35,247,192	71.75%	
Electric Fund Net Profit (Loss)	(\$751,391)	(\$673,465)	\$376,012	\$1,476,291		
STORMWATER						
REVENUE	\$123,432	\$125,989	\$1,123,090	\$1,130,034	70.76%	
EXPENDITURE	\$96,063	\$135,558	\$1,013,590	\$1,329,906	83.28%	
Stormwater Fund Net Profit (Loss)	\$27,369	(\$9,569)	\$109,500	(\$199,872)		
SOLID WASTE						
REVENUE	\$261,285	\$207,940	\$1,870,676	\$1,900,936	71.74%	
EXPENDITURE	\$200,233	\$309,476	\$2,103,474	\$2,126,733	80.26%	
Solid Waste Fund Net Profit (Loss)	\$61,052	(\$101,536)	(\$232,798)	(\$225,797)		
FIBER OPTICS						
REVENUE	\$239,239	\$189,719	\$1,666,664	\$1,680,105	79.25%	
EXPENDITURE	\$220,963	\$154,385	\$1,617,418	\$1,703,022	80.33%	
Fiber Fund Net Profit (Loss)	\$18,276	\$35,334	\$49,246	(\$22,917)		

				% of Monthly Totals to Budget
General Fund	Description	3/31/2019	FY 2019 Budget	
	Total Revenues	\$19,752,813	\$24,516,865	80.57%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,479,605	\$2,600,910	95.34%
	Local Option Sales Tax (LOST)	\$3,179,193	\$3,860,000	82.36%
	Other Taxes	\$7,156,107	\$8,463,870	84.55%
	Building Permit & Inspection Fees	\$307,360	\$390,000	78.81%
	Fines and Forfeitures	\$328,429	\$560,000	58.65%
	Operating Transfers In-City Utilities	\$2,222,384	\$3,322,395	66.89%
	Other Revenues	\$4,079,735	\$5,319,690	76.69%
	Total Expenditures	\$18,790,862	\$24,516,865	76.64%
	Personnel Expenses	\$13,652,423	\$17,103,135	79.82%
	Operating Expenses	\$4,647,327	\$6,561,830	70.82%
	Capital Expenses	\$149,337	\$396,200	37.69%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
	Library Appropriations	\$341,775	\$455,700	75.00%
Water & Sewer Fund	Total Revenues	\$16,632,240	\$40,113,000	41.46%
	Water Sales	\$9,967,981	\$11,535,000	86.42%
	Sewer Sales	\$5,367,217	\$6,365,000	84.32%
	Bond Proceeds		\$20,675,000	0.00%
	Use of Reserves		\$0	#DIV/0!
	Prior Year Capacity Fees		\$810,000	0.00%
	Other Revenues	\$1,297,042	\$728,000	178.17%
	Total Expenditures	\$12,809,873	\$40,113,000	31.93%
	Personnel Expenses	\$2,852,286	\$3,752,260	76.02%
	Operating Expenses	\$2,453,996	\$7,821,745	31.37%
	Capital Expenses	\$3,038,792	\$23,030,000	13.19%
	Transfer To General Fund	\$2,906,433	\$2,077,820	139.88%
	Debt Payments	\$1,558,366	\$3,431,175	45.42%
Gas Fund	Total Revenues	\$21,107,535	\$35,962,150	58.69%
	Gas Sales	\$19,137,761	\$20,512,960	93.30%
	Gas Commodity Charge	\$1,151,386	\$1,300,000	88.57%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$104,389	\$132,500	78.78%
	Other Revenues	\$713,999	\$2,325,000	30.71%
	Use of Reserves	\$0	\$1,840,375	0.00%
	Use of Borrowed Funds	\$0	\$9,851,315	0.00%
	Total Expenses	\$23,854,117	\$35,962,150	66.33%
	Personnel Expenses	\$1,655,137	\$2,182,270	75.84%
	Operating Expenses	\$1,288,756	\$2,340,740	55.06%
	Purchase of Natural Gas	\$13,562,579	\$16,757,775	80.93%
	Transfer to General Fund	\$2,303,118	\$3,070,825	75.00%
	Capital Expenses	\$5,044,527	\$11,610,540	43.45%

				% of Monthly Totals to Budget
	Description	3/31/2019	FY 2019 Budget	
Electric Fund	Total Revenues	\$36,723,483	\$49,126,240	74.75%
	Electric Sales	\$35,529,409	\$47,679,830	74.52%
	Other Revenues	\$1,194,074	\$1,446,410	82.55%
	Total Expenses	\$35,247,192	\$49,126,240	71.75%
	Personnel Expenses	\$1,955,322	\$2,504,675	78.07%
	Operating Expenses	\$1,027,463	\$1,602,575	64.11%
	Purchase of Electricity	\$29,513,110	\$40,911,645	72.14%
	Capital Expenses	\$740,816	\$1,426,705	51.92%
	Transfer to General Fund	\$2,010,481	\$2,680,640	75.00%
Stormwater Fund	Total Revenues	\$1,130,034	\$1,597,000	70.76%
	Stormwater Revenues	\$1,110,334	\$1,466,000	75.74%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$19,700	\$11,000	179.09%
	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	\$1,329,906	\$1,597,000	83.28%
	Personnel Expenses	\$580,195	\$757,185	76.63%
	Operating Expenses	\$441,616	\$605,860	72.89%
	Capital Expenses	\$308,095	\$233,955	131.69%
Solid Waste Fund	Total Revenues	\$1,900,936	\$2,649,715	71.74%
	Refuse Collections Revenues	\$1,854,161	\$2,405,515	77.08%
	Other Revenues	\$46,775	\$52,200	89.61%
	Proceeds From Capital Leases	\$0	\$192,000	0.00%
	Total Expenses	\$2,126,733	\$2,649,715	80.26%
	Personnel Expenses	\$921,068	\$1,149,185	80.15%
	Operating Expenses	\$1,129,090	\$1,308,530	86.29%
	Capital Expenses	\$76,575	\$192,000	39.88%
Fiber Optics Fund	Total Revenues	\$1,680,105	\$2,120,110	79.25%
	Fiber Optics Revenues	\$1,495,971	\$1,871,000	79.96%
	GIS Revenues	\$85,650	\$113,200	75.66%
	Proceeds from Capital Leases	\$0	\$35,000	0.00%
	Other Revenues	\$98,484	\$100,910	97.60%
	Total Expenses	\$1,703,022	\$2,120,110	80.33%
	Personnel Expenses	\$592,008	\$729,540	81.15%
	Operating Expenses	\$611,200	\$859,080	71.15%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$6,303	\$9,650	0.00%
	Capital Expenses	\$493,511	\$521,840	94.57%

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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			
Total Restricted Cash Balance	\$188,056,670.61	\$189,512,344.01	\$192,942,900.04			

Highlights for the Month of March 2019:

Unrestricted cash decreased slightly due to increases in the water, gas, and fiber funds. These increases were offset by larger decreases in the general, stormwater, electric, solid waste, and garage funds.

Restricted cash increased due to increases in cash in the following funds: Hotel Motel Tax, Motor Vehicle Rental Tax, SPLOST 2014, Debt Service Account, and Pension Funds.