



City of Cartersville

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

COUNCIL PERSONS:

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 – 5/16/2019
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 2, 2019 (Pages 1 - 12)

[Attachments](#)

B. Proclamations

1. Church of the Ascension - 175 Years (Pages 13 - 14)

[Attachments](#)

2. National Historic Preservation Month (Pages 15 - 16)

[Attachments](#)

C. Second Reading of Ordinances

1. Solid Waste Ordinance Revision (Pages 17 - 20)

[Attachments](#)

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

1. File AZ19-02 (Pages 21 - 34)

[Attachments](#)

E. First Reading of Ordinances

1. Alcohol Ordinance Amendments (Pages 35 - 38)

[Attachments](#)

F. Bid Award/Purchases

1. CNP Technologies Firewall Software (Pages 39 - 42)

[Attachments](#)

G. Contracts/Agreements

1. GDOT Grant Supplemental Agreement for Airport (Pages 43 - 44)

[Attachments](#)

2. GDOT Grant Funding Assistance for Airport (Pages 45 - 46)

[Attachments](#)

3. Brentwood Senior Project (Pages 47 - 57)

[Attachments](#)

H. Resolutions

1. Creation of Festival Zone (Pages 58 - 60)

[Attachments](#)

2. Creation of Festival Zone - Rotary Club (Pages 61 - 63)

[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
5/16/2019 7:00:00 PM
May 2, 2019

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Minutes from the May 2, 2019 Council meeting.
City Manager's Remarks:	The minutes have been prepared by staff and are recommended for your approval with any modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 May 2, 2019
 6PM – Work Session
 7PM – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Stepp.

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

II. Regular Agenda

A. Council Meeting Minutes

1. April 18, 2019

A motion to approve the April 18, 2019 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

B. Commendation/Recognition

1. 2020 Teachers of the Year

Mayor Santini presented the Teachers of the Year Awards.

C. Proclamations

1. Mr. Ken MacKenzie, Cartersville Middle School

Mayor Santini presented a proclamation to Cartersville Middle School Principal Ken MacKenzie for his years of dedicated service.

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

1. SU19-02: 128 Leake Street; Detached Garage with 2nd Floor Accessory Apartment

Randy Mannino, Planning and Development Department Head came forward and stated the applicant and property owner wishes to construct a three (3) bay detached garage with a one (1) bedroom accessory apartment for their personal use in the rear yard of the property. The structure will be located at the end of the driveway. The garage will be approximately 839sf. The accessory apartment will be constructed over the garage and will be approximately 642sf. Exterior stairs will provide access to the apartment. Planning Commission recommends approval 5-0.

Motion to approve SU19-02 was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

E. Bid Award/Purchases

1. Demo for 44 Weaver Street

Mr. Mannino came forward and stated the house at 44 Weaver Street has been in a state of disrepair, with a tree falling through the roof being the final act to its demise. Code enforcement has been working on getting it cleaned up for well over a year now, but due to some legalities, it has been a long and tedious process. The owner, Ella Mae Banks, died in 1982 and her estate was never probated. Her son, Allen Banks, has been paying taxes since that time, but does not have the funds to repair the home, neither does the other living child. Our only option to proceed with condemnation is to have the County appoint an Administrator (John Mroczko), and the fee was \$1,000 with an additional cost to file the Petition to Appoint in Probate Court being approximately \$200.

Judge White signed a final consent order on 04/11/19 (attached), certifying the property as sub-standard and unsafe to occupy, thus creating a nuisance and hazard. Judge White further ordered the City shall have the right to tear down, remove, clean up the building and place a FiFa upon the property for the full cost of the tear down/demolition, removal and clean-up of the building, if approved by the Mayor and City Council.

The request to Council is twofold: 1) Approve the removal and clean-up of the structure at 44 Weaver Street. 2) Because the cost came in over \$5,000, approve the expenditure to the lowest bidder. Staff recommends the approval of these items.

Motion to approve the demolition of 44 Weaver Street as recommended was made by Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

F. First Reading of Ordinances

1. Solid Waste Ordinance Revision

Tommy Sanders, Public Works Department Head stated the Solid Waste Division recommends this ordinance revision which includes the following changes:

- An increase of \$1.50 for residential garbage collection
- Revision of commercial rate schedule to reflect the increase that was implemented in April

- Deletion of language requiring landscape contractors to haul off residential yard waste
- Deletion of yard waste pay pile rate schedule

Residential base rates have not been increased since 2008. In 2012, \$2 was added to cover implementation of the recycling program, but it has been over 10 years since the base rate increase was implemented. Bartow County Landfill tipping fees have increased annually and the market for yard waste as fuel has diminished, therefore with increased tipping fee costs and increased costs to dispose of yard waste, we need to raise rates in order to maintain the level of service we provide.

The increase should reflect on the June utility bills.

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

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 Yard1		\$85.00
2		\$120.00
3		\$148.00
4 Yard1		\$110.00
2		\$166.00
3		\$209.00
4		\$265.00
5		\$321.00
6		\$420.00
6 Yard1		\$138.00
2		\$194.00
3		\$250.00
4		\$306.00
5		\$363.00
6		\$504.00
8 Yard1		\$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

G. Resolutions

1. Taste of Cartersville Festival

Tamara Brock, City Manager stated the Bartow County Rotary Club, a non-profit entity, requested the City of Cartersville waive the fee for the employee ID card required for individuals pouring alcoholic beverages at the Taste of Cartersville Festival on May 4, 2019.

Motion to approve was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

RESOLUTION NO:_____**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING WAIVER OF CODE OF ORDINANCE FEES FOR EMPLOYEE IDENTIFICATION CARDS FOR TASTE OF CARTERSVILLE FESTIVAL**

WHEREAS, on the 4th day of May, 2019, the Bartow County Rotary Club is holding a Taste of Cartersville Festival in downtown Cartersville at which, craft beers, wine and distilled spirits shall be poured; and

WHEREAS, pursuant to City of Cartersville Code of Ordinances, Sections 4-150 and 4-151, all employees and/or individuals pouring alcoholic beverages are required to be issued an employee identification card; and

WHEREAS, the Bartow County Rotary Club is a non-profit entity and all proceeds from the event are to go to charitable organizations; and

WHEREAS, the Bartow County Rotary Club is requesting that the City of Cartersville waive the Twenty-five and No/100 (\$25.00) Dollar fee for the employee identification card, in light of the benefits being received by the City of Cartersville in the promotion of tourism for downtown Cartersville by said Taste of Cartersville Festival, and promotion of local merchants, and restaurants; and

WHEREAS, at the Taste of Cartersville Festival, beer and wine shall be served to the general public, and beer, wine, and distilled spirits shall be served in the VIP Area only.

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 adopt and approve the waiver of City of Cartersville Code of Ordinances, Section 4-151, Twenty-five and No/100 (\$25.00) Dollars employee identification card fee for the Taste of Cartersville Festival; provided however, that said individuals pouring shall be required to comply with all other requirements of the City of Cartersville Code of Ordinances and receive an employee identification card prior to pouring any alcoholic beverages. The employee identification cards issued for the Taste of Cartersville Festival shall be good for the date of May 4, 2019 only.

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

ATTEST:

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

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

H. Bid Award/Purchases

1. Tilt -N- Go Deck Trailer

Tom Gilliam, Parks and Recreation Department Head stated this is a Sole Source purchase. Parks and Recreation tried getting other quotes from other companies, but the specifications for this trailer are unlike any other in or around the Cartersville area including Atlanta.

Mr. Gilliam recommended to purchase this trailer, which is a budgeted item, from Bartow Trailer Sales Inc. for the amount of \$7,000.00.

Motion to approve tilt -n- go deck trailer purchase was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

Motion to add two items to the agenda was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

2. Electric Meter Testing Invoice

Derek Hampton, Electric Department Head stated the Electric Department is submitting an invoice for payment from M&R Services, Inc. This is a contractor we use to test our Electric Meters and their installations annually. It's very important to have this done to make sure we are billing our customers as accurately as possible.

The amount of the invoice is \$7,884.00 is below the budgeted amount of \$8,050. The Electric Department asks that you approve the payment of this invoice.

Motion to approve the Electric Meter Testing Invoice was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

3. Courtyard by Marriott – Primary Cable

Mr. Hampton stated the Electric Department is requesting authorization to purchase the 15kV underground primary cable for the Courtyard by Marriott hotel project. This cable will allow us to serve the hotel and will also allow us to finish our primary distribution loop which increases the reliability for both the Conference Center and the hotel.

This item is available through the joint-purchasing pricing service that Electric Cities of Georgia offers, and is a sole-sourced item from Stuart C. Irby Co. Sometimes we can get pre-cut reels faster than custom reels, and those may have more footage than needed for a particular job. The quoted price for the cabling is \$23,800, so we are requesting a not-to-exceed amount of \$25,000. This is a budgeted expense.

Motion to approve was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

4. Phase Ranger

Mr. Hampton stated the Electric Department is requesting authorization to purchase a Phase Ranger. This device would be used to definitively verify which phase a conductor is on. The only method the Electric Department currently has is to determine phasing is to start at the substation for that particular circuit, then ride the lines to the point in question while following the overhead lines and orientation of the wires as they roll repeatedly from vertical construction to flat construction, then back to vertical. This is very time-consuming since we ride the circuit 2 or 3 times to verify, and often utilize more than one person as an additional check. Crossing phases has the potential for severely bad outcomes such as safety threats, damage to equipment, and power outages.

We have obtained three prices with the lowest bid being from Morgan Advanced Products. We recommend purchasing this device from Morgan for \$9,799.93.

Motion to approve the purchase of the phase ranger was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

Added Item:

Boring Under Parking Lot

Mr. Hampton stated he respectfully requests an amount not to exceed \$27,500 for boring under the parking lot at the Marriott site. The estimated amount is \$23-24k, but would like to request \$27,500 just in case there are any issues.

Motion to approve the boring in an amount not exceed \$27, 500 was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

5. WTP – Washwater Tank Design

Bob Jones, Water Department stated the Water Treatment Plant (WTP) uses a 500,000 gallon prestressed concrete tank to store potable water which is used to wash filters. The tank dates back to the original construction of the WTP in 1970. In 2017, the tank was scheduled for inspection and cleaning as a matter of routine maintenance. This was the first time the tank had been inspected or cleaned since construction. The inspection revealed significant defects inside the tank.

Precon Corporation, a manufacturer and installer of prestressed concrete tanks, was asked to perform a detailed condition assessment of the tank. Precon noted concerns about the structural stability of the roof dome and segments of the tank wall. Large cracks were noted along the circumference of the tank as well as a delamination of the interior roof. In their report, they estimated only a few years of remaining reliable service.

Wiedeman and Singleton Engineers (WSE) were asked to provide a proposal for design,

bidding and construction oversight to replace the tank. They have provided the attached proposal which consists of the following phases:

Design	\$25,020
Bid	\$5,760
Construction Oversight	\$39,150
TOTAL	\$69,930

Mr. Jones recommended approval of the WSE proposal in the amount of \$69,930. Funds will be moved to a project specific account to be named “Washwater Tank Replacement” which will allow the start date of the project to be moved up approximately two months.

Motion to approve the WTP Washwater Tank Design was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

I. Contracts/Agreements

1. Lease Agreement

Lillie Read, Downtown Development Manager came forward and stated this lease agreement is for the DDA's use of the train depot from 2019 through 2030 and is meant to bring a former lease agreement up to date that was drawn up but does not appear to have been executed by either the city or the DDA. Staff recommends approval of the lease.

Motion to approve the lease agreement with DDA was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

2. Proposal for Etowah Bush School to Sublease Depot

Ms. Read stated the Etowah Bush School, headed by Alexis Carter-Callahan and Sean Callahan, have made proposals to the DDA regarding a sublease of a portion of the depot building that was historically the African American waiting room. They would like to use this room as a base of operations from which they would offer twice-weekly guided walking tours of downtown (the walking tour of African American history Alexis helped the DDA develop) as well as offering monthly cultural programs. The DDA Board has met regarding this proposal and recommends granting the DDA approval to execute a sublease with the Etowah Bush School.

Motion to approve the Proposal for Etowah Bush School to Sublease Depot was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

J. Presentations

1. Possible Tenant for 19 N Erwin St

Tamara Brock, City Manager stated a presentation will be made by Shelter Beer

Company, LLC, the sole responder to our RFP for 19 N Erwin Street.

The owners of Shelter Beer Company came forward to discuss their business model and gave a presentation. Owners were Evan Kennedy, Bryan Ellis and Michael Holder and they intend to work with the City of Cartersville and be a part of the community.

The floor was opened for a public hearing and the following came forward:

Steve Landrum with Sam Jones Methodist Church came forward and stated he was not necessarily against the brewery, but wanted Council to consider the location. Mr. Landrum did not think the proposed location was appropriate for a brewery.

Kevin Labelle, Pastor of Sam Jones Methodist Church came forward and also requested Council consider the location and signage.

Megan Humphries, Douglas Street, came forward in strong support of the brewery and thought it was a great way to keep people in Cartersville instead of leaving to spend their money elsewhere.

With no one else coming forward to speak for or against the public hearing was closed.

K. Contracts/Agreements

1. City Shelter Due Diligence

A motion to approve the City Shelter Due Diligence agreement was made by Council Member Wren and seconded by Council Member Hodge. Motion carried 4-2. Council Member Roth and Council Member Cooley voted in opposition.

Added Item:

Habitat for Humanity

Tom Rhinehart, Finance Department Head came forward and stated Habitat for Humanity did not make annual payments they were supposed to from a grant in 2011. DCA was contacted in 2018 by the City in regards to this issue. DCA conducted an investigation and found Habitat for Humanity out of compliance. A payment plan with Habitat for Humanity has been arranged to be paid back in full over the next 5 years.

Mr. Rhinehart requested approval for the payment to be made to the DCA in the amount of \$128, 319.78 for the past due amounts from Habitat for Humanity.

Motion to approve Mr. Rhinehart's request was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
5/16/2019 7:00:00 PM
Church of the Ascension - 175 Years

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	The Church of the Ascension is celebrating their 175th Anniversary this year.
City Manager's Remarks:	This is a proclamation to celebrate the 175th anniversary of Church of the Ascension. No action is needed by Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, on November 6, 1844, the Episcopal Diocese of Georgia chartered an Episcopal mission on the banks of the Etowah river west of Cartersville; and

WHEREAS, the Episcopal Church of the Ascension was consecrated in our community on June 22, 1845 by The Right Reverend Stephen Elliot, first Bishop of Georgia (Episcopal); and

WHEREAS, the Episcopal Church of the Ascension has faithfully served the citizens of Cartersville for 175 years by honoring the past, celebrating the present, and serving its community with love; and

WHEREAS, the Very Reverend Mary Erickson, Vestry, and members of the Episcopal Church of the Ascension proclaim 2019 and 2020 a period of honoring and celebrating the 175th anniversary of its founding; and

WHEREAS, the campus of the Episcopal Church of the Ascension, which is also known in our community as "the church with the red doors," is a historical community treasure; and

WHEREAS, in addition to its historical significance, the Episcopal Church of the Ascension is the heart of many community out-reach programs and support groups; and

WHEREAS, it is important to celebrate our city's faith-based communities and the Episcopal Church of the Ascension's place in our community.

NOW, THEREFORE, I, Matthew J. Santini, Mayor of the City of Cartersville, Georgia, do hereby proclaim, Ascension Day, Thursday, May 30, 2019 A.D., as a day of celebration in honor of

The Episcopal Church of the Ascension

175th Anniversary

and call upon the people of Cartersville to join in recognizing and participating in this special observance.

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

Mayor

Attest: _____ City Clerk

May 30, 2019



City of Cartersville

City Council Meeting
5/16/2019 7:00:00 PM
National Historic Preservation Month

SubCategory:	Proclamations
Department Name:	National Historic Preservation Month
Department Summary Recommendation:	May is National Historic Preservation month.
City Manager's Remarks:	This is a proclamation recognizing May as National Historic Preservation Month. No action is needed on the part of Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, Historic Preservation is relevant in urban, suburban and rural communities throughout the nation, providing benefits to Americans of all ages, from all walks of life and backgrounds; and

WHEREAS, Historic Preservation is an effective tool for economic development, heritage tourism, neighborhood revitalization, fostering local pride, and maintaining overall community character while enhancing livability; and

WHEREAS, the City of Cartersville is rich in historic resources, including properties in the Downtown Business District; Cherokee-Cassville Historic District; Granger Hill Historic District; Olde Town Historic District; and West End Historic District; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals preserving the tangible aspects of the past that have and continue to define our city; and

WHEREAS, National Historic Preservation Month provides the opportunity to recognize and celebrate the contributions our citizens make to historic preservation and to preserving the City's history for future generations.

NOW, THEREFORE, I, Matthew J. Santini, Mayor of Cartersville, Georgia, do hereby proclaim May 2019 as NATIONAL HISTORIC PRESERVATION MONTH, and call upon the people of Cartersville to join their fellow citizens across the United States in recognizing and participating in this observance.

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

Mayor

Attest: _____ City Clerk

May 16, 2019



City of Cartersville

City Council Meeting
5/16/2019 7:00:00 PM
Solid Waste Ordinance Revision

SubCategory:	Second Reading of Ordinances
Department Name:	Public Works
Department Summary Recommendation:	The Solid Waste Division recommends this ordinance revision which includes the following changes: · An increase of \$1.50 for residential garbage collection · Revision of commercial rate schedule to reflect the increase that was implemented in April · Deletion of language requiring landscape contractors to haul off residential yard waste · Deletion of yard waste pay pile rate schedule Residential base rates have not been increased since 2008. In 2012, \$2 was added to cover implementation of the recycling program, but it has been over 10 years since the base rate increase was implemented. Bartow County Landfill tipping fees have increased annually and the market for yard waste as fuel has diminished, therefore with increased tipping fee costs and increased costs to dispose of yard waste, we need to raise rates in order to maintain the level of service we provide. The increase should reflect on the June utility bills.
City Manager's Remarks:	This revision cleans up the ordinance as well as increases garbage collection base rate fees by \$1.50. Your approval of the solid waste ordinance revision is recommended. This is the second reading of the ordinance.
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, 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



City of Cartersville

City Council Meeting
5/16/2019 7:00:00 PM
File AZ19-02

SubCategory:	Public Hearing - 1st 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 first 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.

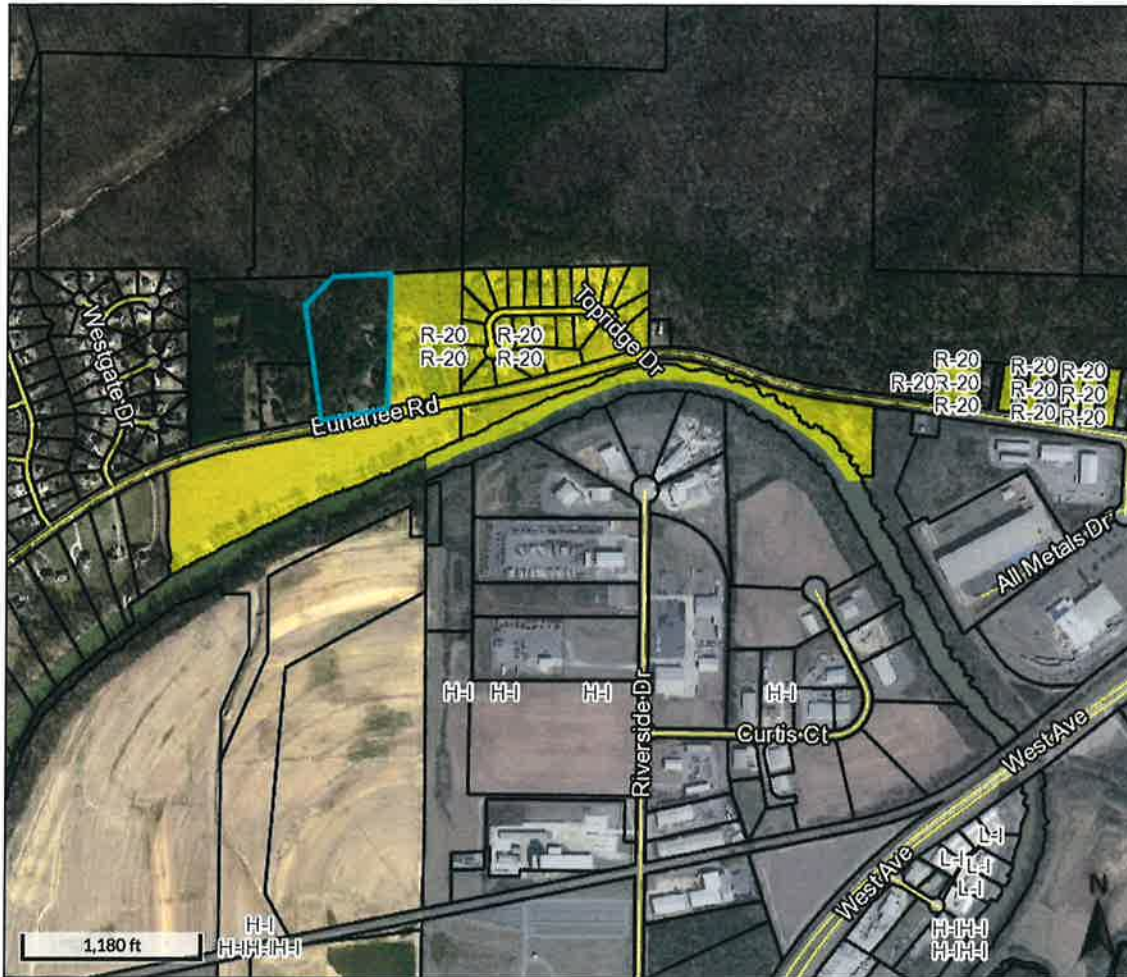
- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The R-20 zoning district seems to be an appropriate zoning category. Adjacent properties are zoned R-20.
- B. *Whether the zoning proposal will create an isolated 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 # 5

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: 12/31/23
Fincher Notary Public

Item # 5

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

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 Euharlee 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> </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:	<u> </u> City ☒ <u> </u> County	<u> </u> Well/ Other
Sewer:	<u> </u> City <u> </u> County	☒ Septic/ Other
Natural Gas:	<u> </u> City ☒ Other (List) <u> </u>	
Electricity:	<u> </u> City ☒ GA Power	<u> </u> Greystone
	<u> </u> Other (List) <u> </u>	

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:

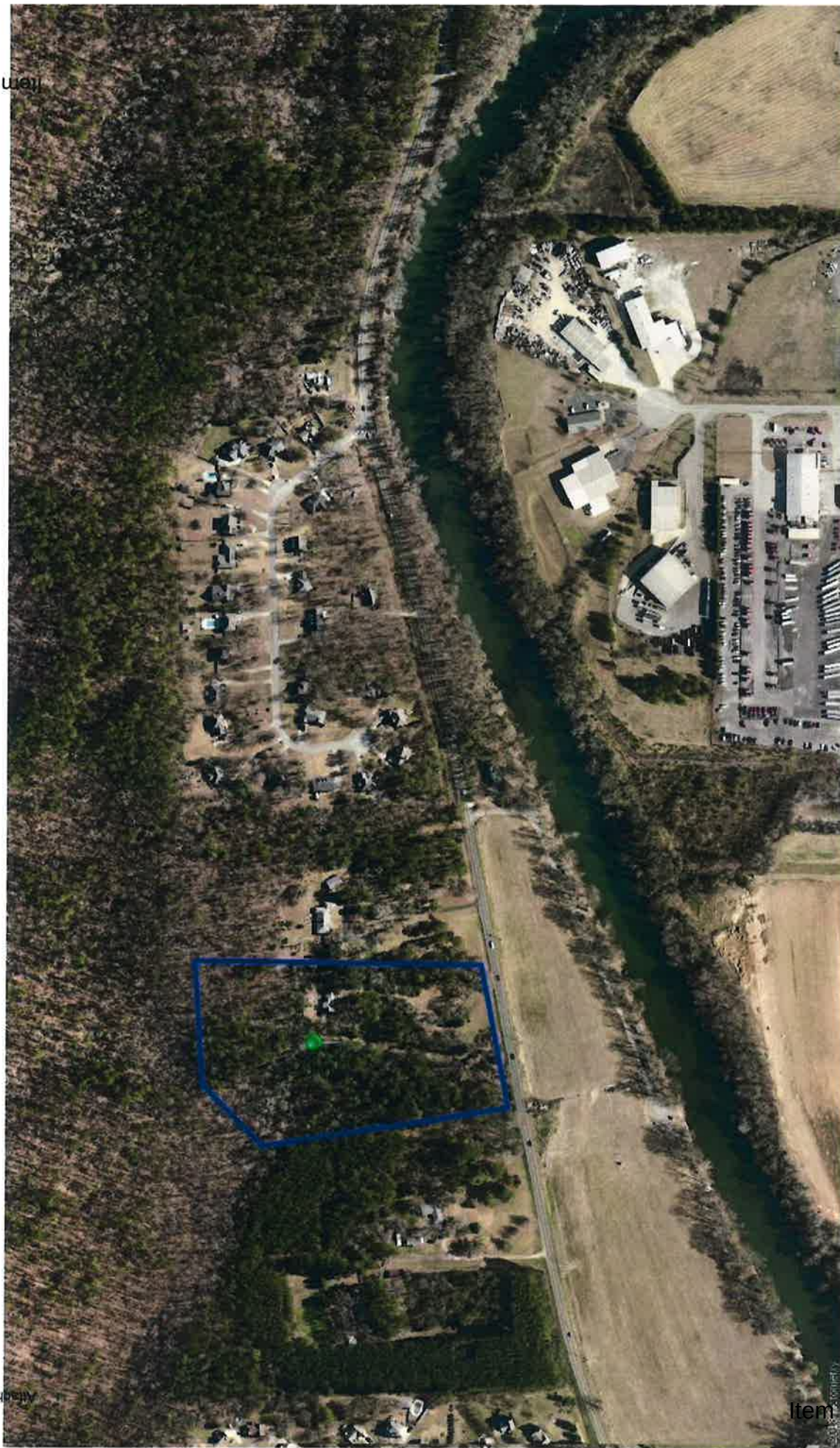
	<u>NAME</u>	<u>ADDRESS</u>
1.	Ralf + Mary Miller	220 Euharlee Rd. Cartersville
2.	Bayle Dobbins/Sheila Smith	260 Euharlee Rd. Cartersville
3.	Samuel M. Freeman	264 Euharlee Rd. Cartersville
4.	Burton E. Lewis	321 N. Tenn. St. Cartersville
5.	Floyd Family Trust	24 Euharlee Rd Euharlee, GA 30120
6.		
7.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

AZ19-02: 232 Euharlee Road

Item # 5



Item # 5

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
5/16/2019 7:00:00 PM
Alcohol Ordinance Amendments**

SubCategory:	First 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 first 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
5/16/2019 7:00:00 PM
CNP Technologies Firewall Software

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	This 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 of this Fortinet software from CNP Technologies in the amount of \$15,960 is recommended for your approval.
City Manager's Remarks:	Your approval of the CNP Technologies Firewall Software is recommended.
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

**QUOTE**

Date	Quote #
03/29/19	CNPQ73783

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
1	Fortinet UTM Bundle (FortiCare plus NGFW, AV, Web Filtering, Botnet IP/Domain and Antispam Services) - 1 Year Renewal - Service - 24 x 7 - Technical - Electronic Service	\$5,200.00	\$5,200.00
2	Fortinet FortiCare - 1 Year - Service - 24 x 7 - Replacement - Electronic, Physical Service	\$5,000.00	\$10,000.00
1	Fortinet FortiCare Contract - 1 Year - Service - 24 x 7 - Technical - Electronic Service	\$760.00	\$760.00

Q#: QUO-2010466-S1F9V1**Service Start/End Dates: 6/5/2019 - 6/4/2020****S/N's: FAZ-VM0000097411, FG1K2D3I16801284, FG1K2D3I16801263, & FGT6HD3916805971**

Thank you for your business!

SubTotal	\$15,960.00
Sales Tax	\$0.00
Total	\$15,960.00

Deposit	\$7,980.00
----------------	-------------------

Special Notes About Auto-Renew Vendors

There are vendors who require renewals to be placed in an auto-renew status. Examples are Cisco and Inspeed, although this may not be a complete list as vendor requirements do change. For auto-renew vendors, the customer must let CNP know a minimum of 60 days in advance of the expiration date if this is not desired. After that time period the customer will be invoiced and the invoice is non-refundable.

Zix renewals are also Auto-Renewals as they are part of the contract term agreed upon on the first order. Subsequent years to fulfill that contract are non-refundable.

Customer Initials _____

04/11/19 16:34:29

Item # 7
Page 1

Terms and Conditions

The following Terms and Conditions of Sale and Installation ("Terms and Conditions") shall apply to all transactions between customer and CNP Technologies LLC ("CNP"). Any inconsistent or additional terms or proposed modifications to these Terms and Conditions are hereby expressly rejected, unless specifically agreed to in writing by CNP.

1. **Pricing.** Prices are valid until the expiration date specified on the Quote and are subject to product availability. Prices for hardware and/or software do not include installation services. Installation services shall be specified in an accompanying Statement of Work which shall be signed by both customer and CNP.
2. **Payment Terms.** A 50% deposit is required at time of order, 40% is due at receipt of equipment, and the 10% balance is due upon installation. If a leasing company is involved, written lease approval and 50% deposit from the leasing company is due at the time of order, with the balance due upon installation.
3. **Sales & Use Tax.** Sales Tax quoted above is an estimate. Actual Sales Tax will be billed on final invoice if shipping to NC, GA, FL, SC, TX, VA, PA, CT, NJ, TN or WV. If shipping or installing in any other out of state location, customer is responsible for paying any Sales & Use tax in that state.
4. **Additional Charges.** Shipping charges are not included on the Quote and actual charges will be billed to customer on final invoice. Travel and living expenses are also not included on the Quote, and actual charges will be billed to customer on final invoice.
5. **Site Visits.** Quotes are subject to verification of site conditions, including technical review, network assessment and review of existing cabling.
6. **Limited Warranty.** All warranties with respect to products provided by CNP shall be limited to their respective warranties of the manufacturers thereof, which CNP may be permitted to pass on to customer. With respect to installation services provided by CNP pursuant to a Statement of Work, such services shall be performed in a good and workmanlike manner. Customer's sole remedy for breach of this Limited Warranty shall be repair, replacement or refund of the purchase price paid, at CNP's option. CNP shall not be liable under this Limited Warranty for any of the following:
 - Failure to follow installation, operation or maintenance instructions;
 - Unauthorized product modification or alteration;
 - Unauthorized use of common carrier communication services accessed through the products;
 - Abuse, misuse, negligent acts or omissions of customer or persons under customer's control; or
 - Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other causes beyond CNP's control.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Customer acknowledges and agrees that it is the Customer's responsibility (i) to implement appropriate procedures to protect and safeguard its programs and data from being destroyed through operator error, equipment malfunction, or otherwise, (ii) to insure its ability to recreate programs and data as necessary, and (iii) to remove all programs and data from the equipment being serviced prior to the performance of such service. CNP does not warrant that the operation of any data network or telecommunications systems will not be interrupted. Customer agrees to release CNP and hold CNP harmless from any claims of loss or damage to Customer's electronic media, data process, or current systems of network connection.

7. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY LAW, CNP HEREBY EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF PRODUCTS AND/OR SERVICES PROVIDED BY CNP, EVEN IF CNP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CNP'S LIABILITY ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID TO CNP BY CUSTOMER HEREUNDER.

8. **Product Returns.** All product returns must be pre-approved by CNP and returned within 15 days of purchase. Products to be returned must be un-opened and in the original packing. Restocking fees may apply. Software license sales are final and non-returnable.

9. **Confidentiality.** All prices, recommendations and configurations provided by CNP are provided as a courtesy to customer and shall be deemed confidential. Customer shall not disclose such information to third parties without the prior written consent of CNP.

10. **Mutual Non-Solicitation of Employees.** For the term hereof and a period of two years following any termination hereof, CUSTOMER shall not directly or indirectly recruit, solicit nor hire any of CNP's employees without CNP's prior written approval. CUSTOMER acknowledges that CNP employees are under non-competition and non-solicitation agreements with CNP that prohibit them from providing services to CUSTOMER other than on behalf of CNP.

11. **Miscellaneous.**

A. All sales subject to these Terms and Conditions shall be governed by the laws of the State of North Carolina. Customer agrees that all disputes that cannot be resolved amicably shall be brought in any state or federal court located in Charlotte, North Carolina. Customer further agrees not to contest the jurisdiction or venue of any such court.

B. If any provision hereof is deemed by a court or competent authority as being unenforceable or illegal, such provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions hereof shall not be affected. If any illegal or unenforceable provisions would be legal or enforceable if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.

C. Customer shall pay CNP's costs and expenses (including attorneys' fees and expenses) should it become necessary to take action to collect amounts past due.

D. CNP shall not be liable for delays in performance when caused by circumstances beyond its reasonable control, including acts of third parties, acts of God, accident, fire, lightning, power surges or outages.

E. These Terms and Conditions, along with any Quote and Statement of Work executed by the parties, constitute the entire agreement with respect to the subject matter hereof and supersede all prior understandings, writings, commitments or representations.

Customer Initials _____

04/11/19 16:34:29

Item # 7
Page 2

Acceptance of Quote, Terms and Conditions**Quoted By:** Andrew Dickman**Accepted By:** _____ **Date:** _____

Please sign and fax this quote back to CNP at (704) 927-6610.

*Please do NOT pay from this quote. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales

Prices in this quote are only guaranteed for 10 days from the date of this quote and will expire on: 6/4/2019

Customer Initials _____

04/11/19 16:34:29

Item # 7
Page 3



City of Cartersville

City Council Meeting
5/16/2019 7:00:00 PM
GDOT Grant Supplemental Agreement for Airport

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	In April 2018, the 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 let and 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. I recommend approval of this supplemental agreement.
City Manager's Remarks:	This is a supplemental agreement by GDOT that requires a 5% local match of \$6,723.53. This covers additional costs to clear and grub the site along with additional storm drainage installation costs. Your approval of this supplemental agreement is recommended by staff.
Financial/Budget Certification:	This is an unbudgeted item and may be paid by the airport authority.
Legal:	
Associated Information:	

CARTERSVILLE AIRPORT
Cartersville, GA

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP018-9030-30(015) Bartow
PID: T006575

RSA IMPROVEMENTS PHASE II: CONSTRUCT STORM DRAINAGE SYSTEM & LAND ACQUISITION/CONDEMNATION PHASE II

ITEM	Spec	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
Part I - FY18 State Funds										
Land Acquisition/Condemnation										
1	FAA	Land Acquisition Phase II (Dellinger Parcel) Total Appraised value \$639,600, \$316,800 covered in AP017-9030-29	EA	322800.00	\$ 1.00	\$ 322,800.00	\$ 290,520.00	90%	\$ 16,140.00	5.0%
Storm Drainage System Construction										
2	FAA	ALP Update	EA	137853.00	\$ 1.00	\$ 137,853.00	\$ 124,067.70	90%	\$ 6,892.65	5.0%
3	GDOT 151	Mobilization	LS	1	\$ 32,000.00	\$ 32,000.00	\$ 28,800.00	90%	\$ 1,600.00	5.0%
4	GDOT 167	Water Quality Monitoring, Sampling, and Reporting	EA	2	\$ 500.00	\$ 1,000.00	\$ 900.00	90%	\$ 50.00	5.0%
5	GDOT 167	Water Quality Inspections	MO	3	\$ 360.00	\$ 1,080.00	\$ 972.00	90%	\$ 54.00	5.0%
6	GDOT 171	Orange Construction Fence	LF	200	\$ 500.00	\$ 500.00	\$ 450.00	90%	\$ 25.00	5.0%
7	P-151-4.1	Clearing and Grubbing	AC	12	\$ 9,500.00	\$ 114,000.00	\$ 102,600.00	90%	\$ 5,700.00	5.0%
8	P-156-5.1a	Temporary Seeding Complete	AC	12	\$ 500.00	\$ 6,000.00	\$ 5,400.00	90%	\$ 300.00	5.0%
9	P-156-5.1b	Hay Bale Check Dam, including installation, maintenance, & removal	LF	70	\$ 5.00	\$ 350.00	\$ 315.00	90%	\$ 17.50	5.0%
10	P-156-5.1c	Stone Check Dam, including installation, maintenance, & removal	EA	1	\$ 500.00	\$ 500.00	\$ 450.00	90%	\$ 25.00	5.0%
11	P-156-5.1d	Construction Entrance/Exit, including installation, maintenance, & removal	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	90%	\$ 150.00	5.0%
12	P-156-5.1e	Silt Fence (Type C), Sensitive Area, including installation, maintenance, & removal	LF	8630	\$ 6.00	\$ 51,780.00	\$ 46,602.00	90%	\$ 2,589.00	5.0%
13	GDOT 500	Concrete, Class A	CY	6	\$ 1,000.00	\$ 5,830.00	\$ 5,247.00	90%	\$ 291.50	5.0%
14	GDOT 511	Reinforcing Steel	LB	428	\$ 7.00	\$ 2,996.00	\$ 2,696.40	90%	\$ 149.80	5.0%
15	GDOT 603	Rip Rap, Type 3 (18in)	SY	535	\$ 60.00	\$ 32,100.00	\$ 28,890.00	90%	\$ 1,605.00	5.0%
16	GDOT 615	Jack and Bore 72" Steel Pipe, 0.5" W.T., Under Existing 48" waterline	LF	50	\$ 2,400.00	\$ 120,000.00	\$ 108,000.00	90%	\$ 6,000.00	5.0%
17a	D-701-5.1	Reinforced Concrete Pipe, 54" dia., Class V	LF	795	\$ 295.00	\$ 234,571.00	\$ 211,114.90	90%	\$ 11,728.55	5.0%
		Total Part I - FY18 State Funds				\$ 1,066,360.00	\$ 959,725.00		\$ 53,318.00	
Part II - FY19 State Funds										
17b	D-701-5.1	Reinforced Concrete Pipe, 54" dia., Class V	LF	13	\$ 295.00	\$ 3,789.00	\$ 3,410.10	90%	\$ 189.45	5.0%
18	D-751-5.1	Pre-Cast Reinforced Concrete Manhole, 72-inch dia., including Frame and Solid Lid	EA	3	\$ 18,000.00	\$ 54,000.00	\$ 48,600.00	90%	\$ 2,700.00	5.0%
19	T-901-5.1	Permanent Seeding Complete	AC	12	\$ 1,000.00	\$ 12,000.00	\$ 10,800.00	90%	\$ 600.00	5.0%
20	T-908-5.1	Mulching	SY	14650	\$ 0.20	\$ 2,930.00	\$ 2,637.00	90%	\$ 146.50	5.0%
21	FAA	Construction Administration	EA	31930.00	\$ 1.00	\$ 31,930.00	\$ 28,737.00	90%	\$ 1,596.50	5.0%
22	FAA	Construction Inspection/Testing	EA	36899.00	\$ 1.00	\$ 36,899.00	\$ 33,209.10	90%	\$ 1,844.95	5.0%
		Total Part II- FY19 State Funds				\$141,548.00	\$127,393.20		\$7,077.40	
		TOTAL PROJECT COST				\$1,207,908.00	\$1,087,118.20		\$60,395.40	

FAA GRANT AND FAIN
3-13-SBGP-017-2015
FY18 STATE
FY19 STATE

AWARD DATE
9/17/2015
N/A
N/A

Original Contract
\$959,725.00
\$53,318.00
\$0.00
\$1,013,043.00

Supplemental
Agreement#1
\$127,393.20
\$0.00
\$7,077.40
\$134,470.60

New Contract Amount
\$1,087,118.20
\$53,318.00
\$7,077.40
\$1,147,513.60

Fund Source
22136
01181
01191

Total Maximum Obligation of Federal and State Funds this Contract:

Item # 8

Attachment number 1 in Page 1



City of Cartersville

City Council Meeting
5/16/2019 7:00:00 PM
GDOT Grant Funding Assistance for Airport

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	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 a project that I see getting 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. I recommend approval for the Mayor to sign documents related to these two grants.
City Manager's Remarks:	Your approval for the Mayor to sign grant related documents is recommended.
Financial/Budget Certification:	This is not a FY 2019 budgeted item. The city's half of the match has been included in the FY 2020 budget.
Legal:	
Associated Information:	



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

April 12, 2019

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

Dear Mayor Santini:

The Department is pleased to announce a tentative allocation of federal funding assistance in the amount of \$1,845,000 and state funding assistance in the amount of \$1,886,568 for the following projects at the Cartersville Airport:

Project Description	Total	Federal	State	Local	Item # 9
Avigation Easement Acquisition for Obstruction Removal-Runway 1 (20:1) Approach, Including Obstruction Mapping and Lighting (18 Parcels)	\$2,050,000.00	\$1,845,000.00	\$102,500.00	\$102,500.00	
Rehabilitate Runway 1/19 Phase 1	\$2,378,757.00	\$0.00	\$1,784,068.00	\$594,689.00	
Totals	\$4,428,757.00	\$1,845,000.00	\$1,886,568.00	\$697,189.00	

Please confirm, by letter, no later than **May 17, 2019**, your intent to proceed with and fund these projects in the state's Fiscal Year 2020, which ends June 30, 2020. State and/or federal funding for these projects if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. State funding participation is 75% of the state/local project and 50% of the nonfederal share of the federally eligible project. **This project will require matching funds from City of Cartersville estimated in the amount of \$697,189.** This is a tentative allocation of funds, the actual contract amount will be based on preapproved design, planning and engineering costs and/or competitive bids received to accomplish the project. Any projects in which you are seeking reimbursement (90%) with federal funds must have been reviewed and approved by the Department prior to work commencing in order to be considered eligible for federal funding participation.

The Department has scheduled the avigation easement project to be ready for contract in **August 2019** and runway rehabilitation in **May 2020**. Joseph Robinson has been assigned from our Aviation Programs office as project manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager by the 5th of each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a letter with the following: (see attachment)

- Confirmation of intent to proceed with and fund this project in the state's Fiscal Year 2020
- Formal request for state funding assistance
- A schedule to meet this contract date or submit a revised contract date and schedule for consideration

Please contact Joseph Robinson, Aviation Project Manager at (404) 631-1788 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Carol L. Comer, Director
Division of Intermodal

CLC:cew

cc: Jeff Lewis, State Transportation Board
Hans Lutjens, Chairman, Airport Authority
Dan Porta, Assistant City Manager



City of Cartersville

**City Council Meeting
5/16/2019 7:00:00 PM
Brentwood Senior Project**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This is the Water and Sewer Maintenance Bond for the Brentwood Senior facility on Douthit Ferry.
City Manager's Remarks:	Your approval of the Water and Sewer Maintenance Bond for the Brentwood Senior Facility is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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:

[Signature]
member

Signed, sealed, and delivered
in the presence of:

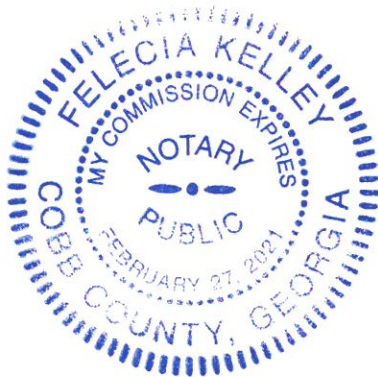
Alfred G. Nix

Witness

Julia Kelly

Notary Public

My Commission Expires: February 27, 2021



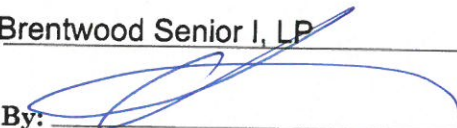
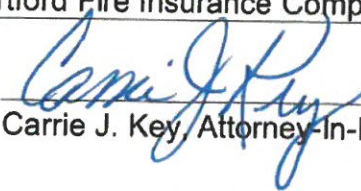
ACCEPTANCE BY CITY OF CARTERSVILLE

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 _____, 20__ by a vote of AYE ____ NAY ____, ABSTAIN ____, and ABSENT _____.

Matthew Santini, Mayor

ATTEST:

Meredith Ulmer, Clerk

Bond No. 20BCSHW1858**MAINTENANCE BOND****Know all men by these presents** that we, Brentwood Senior I, LP3715 Northside Parkway, NW, Bldg. 200, Suite 175, Atlanta, GA 30327,as principal, and Hartford Fire Insurance Companya corporation organized under the laws of the State of Connecticut and duly authorizedto transact business in the State of Georgia as Surety, are held and firmly bound untoCity of Cartersville, Water Department, 100 Walnut Grove Road, P.O. Box 1390, Cartersville, GA 30120as Obligee in the sum of Forty Three Thousand and No/100's -----Dollars(\$43,000.00**), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**SIGNED**, sealed, and dated this March 26, 2019.**WHEREAS** the Principal has agreed road right-of-way, water & sanitary sewer utilities forBrentwood Senior Apartments, 250 Douthit Ferry Road, Cartersville, GA 31020.**NOW, THEREFORE**, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to **maintain 18 months**, than this obligation shall be void; otherwise it shall remain in force.Any suit under this bond must be instituted before expiration of **one** year beyond the date on which **said maintenance period expires**.Brentwood Senior I, LP**Principal**By: Hartford Fire Insurance Company**Surety**By: Carrie J. Key, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PENTARISK ASSOCIATES OF GEORGIA

Agency Code: 20-267347

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company , a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois , a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest , a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast , a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

David C. Eades, Emmett H. Hall, W. Parker Hix, Carrie J. Key of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

} ss. **Hartford**

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, **DO HEREBY CERTIFY** that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *26th March, 2019*
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Item # 10

BK:3088 PG:92-94**D2019005735**

FILED IN OFFICE
 CLERK OF COURT
 05/09/2019 11:43 AM
 MELBA SCOGGINS, CLERK
 SUPERIOR COURT
 BARTOW COUNTY, GA



ARCHER & LOVELL, PC
 P. O. Box 1024
 Cartersville, GA 30120
TITLE EXAM NOT PERFORMED

1392277288
 PARTICIPANT ID

EASEMENT**GEORGIA, BARTOW COUNTY**

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned **BRENTWOOD SENIOR I LP** as Grantor does hereby grant and convey unto the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia, as Grantee, (hereinafter referred to as "City"), its successors and assigns, a permanent utility easement for the construction, and operation, maintenance and use of utilities on the following described property for use for utility infrastructure, related appurtenances and as a permanent utility easement to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lot 655, 4th District, 3rd Section of Bartow County, Georgia, being listed as the Cartersville Utility Easement (water meter easement enlarged view) and Cartersville Utility Easement (sanitary sewer easement enlarged view), and being more particularly described on a survey for Brentwood Residential – Easement Exhibit, prepared by Timothy J. Slayton, G.R.L.S. No. 2405, on April 28, 2019 and recorded in Plat Book 2019, Page 123 in the office of the Clerk of Superior Court, Bartow County, Georgia, a copy of which is attached hereto and incorporated herein by reference.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument. Grantor, however, must not

BK:3088 PG:93

erect or construct any building or other structure, or drill or operate any well, located any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by Grantee. It is expressly understood by Grantor that such crossings approved by Grantee will not be replaced, repaved or restored in any manner by Grantee in the event such crossings are to be removed by Grantee to exercise the rights of this easement.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS:

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

IN WITNESS WHEREOF, the said undersigned has hereunto set his/her/its hand and seal this 9th day of May, 2019.

Signed, sealed and delivered
in the presence of:

Alfreda G. Nix
Witness

John Kelley
Notary Public

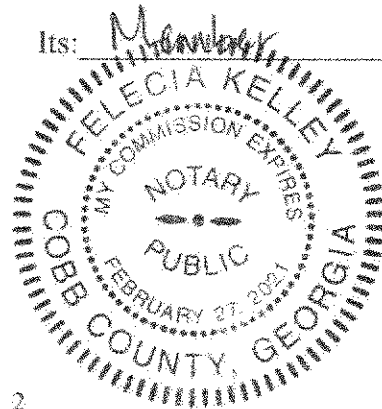
My Commission Expires: February 27, 2021

[SEAL]

BRENTWOOD SENIOR I, LP
A Georgia limited partnership

By: [Signature]

Its: Member





City of Cartersville

**City Council Meeting
5/16/2019 7:00:00 PM
Creation of Festival Zone**

SubCategory:	Resolutions
Department Name:	Downtown Development Authority
Department Summary Recommendation:	The DDA has added a special feature concert for June 8 spotlighting a local Cartersville jazz band called The 4 Korner. We would like to create a festival zone for this event. DDA staff and board recommends approval of this festival zone.
City Manager's Remarks:	This is a DDA event. Your approval for the Festival Zone for the 4 Korner Special Feature Concert is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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 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 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





City of Cartersville

City Council Meeting
5/16/2019 7:00:00 PM
Creation of Festival Zone - Rotary Club

SubCategory:	Resolutions
Department Name:	Downtown Development Authority
Department Summary Recommendation:	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. Staff recommends approval of this festival zone request.
City Manager's Remarks:	This is a similar event as to when the Chamber holds their membership cook out downtown, which is a private event. It will be a private event hosted by the Bartow Rotary Club for their club members, sponsors and volunteers who participated in the Taste of Cartersville.
Financial/Budget Certification:	
Legal:	
Associated Information:	



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