



City of Cartersville

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 10/18/2018
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. October 4, 2018 (Pages 1 - 17)

[Attachments](#)

B. First Reading of Ordinances

1. T18-05: State Route 113 Billboard Revisions. Applicant: Tilley Properties, Inc. Text Amendment to Chapter 20, Article II, Sign Ordinance, Sec. 20-29, Billboards. (Pages 18 - 28)

[Attachments](#)

C. Easements

1. Easement for Gas and Electric Departments - Harbin Clinic (Pages 29 - 33)

[Attachments](#)

D. Resolutions

1. Bartow County SPLOST Election & Validation Proceedings (Pages 34 - 41)

[Attachments](#)

2. Time Change for the December 6, 2018 Council Meeting (Pages 42 - 43)

[Attachments](#)

3. Creation of Festival Zone (Pages 44 - 46)

[Attachments](#)

E. Contracts/Agreements

1. Metro Atlanta EMS Agreement (Pages 47 - 56)

[Attachments](#)

2. Corps of Engineers – Storage Payment (Pages 57 - 66)

[Attachments](#)

F. Bid Award/Purchases

1. WPCP Bypass Elimination (Pages 67 - 79)

[Attachments](#)

2. WPCP Camera System (Pages 80 - 82)

[Attachments](#)

3. Garbage Truck Purchase (Pages 83 - 84)

[Attachments](#)

4. HVAC Purchase (Pages 85 - 86)

[Attachments](#)

5. Matthews Garage Vehicle Repair Invoice (Pages 87 - 88)

[Attachments](#)

G. Discussion

1. 2014 SPLOST Projects (Pages 89 - 91)

[Attachments](#)

H. First Reading of Ordinances

1. FY 2017-18 Budget Amendment (Pages 92 - 94)

[Attachments](#)

I. Monthly Financial Statement

1. August 2018 Financial Report (Pages 95 - 98)

[Attachments](#)

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



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
October 4, 2018

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Minutes for review.
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
 October 4, 2018
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Hodge.

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

II. Regular Agenda

A. Council Meeting Minutes

1. September 20, 2018

A motion to approve the September 20, 2018 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

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

1. SU18-05: Felton Walk Mixed Use Development. 1136 & 1138 N. Tennessee St. Petitioner: Tri Unity Holdings LLC. Baha Kharazmi, owner

Randy Mannino, Planning and Development Department Head stated the applicant proposes a Mixed-Use project on 2 parcels totaling 8.5+/- acres that will introduce condominiums above retail and office space in 4 of 5 proposed buildings. These buildings would be 3.5 or 4.5 stories. A fifth building would be retail or restaurant space only. The project site contains two commercial zoning districts, G-C and O-C. The G-C district allows for 4.5 story buildings. A special use permit is required for apartments or condominiums above, below or behind office and commercial uses in the same building in the G-C and O-C districts. The Planning Commission recommends approval with the condition that a masonry wall, 8-feet in height be constructed along the property line abutting the Pointe North subdivision. Planning Commission approved SU18-05 unanimously: 6-0.

Mayor Santini opened the floor for a public hearing:

Dean Bagwell, of Cartersville GA came forward to express his concerns. Mr. Bagwell stated his thoughts in regards to effects to the Farm Bureau property and parking lot; he stated there is a lack of oversight and provision in order to prevent the property from becoming an apartment complex.

Baha Kharazmi, applicant came forward and stated his intentions with the project, and stated he was very willing to work with City staff continually. Mr. Kharazmi stated the complex is to be 25% investor and 75% owner occupied with the intent to have less renters.

Council Member Hodge made a motion to approve SU18-05 subject to the style and location approval by the Planning and Development and Gas Departments. The motion was seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

C. Bid Award/Purchases

1. LMIG Resurfacing

Tommy Sanders, Public Works stated bids were opened for FY 2019 LMIG resurfacing and the low bidder was Bartow Paving Company at \$261,335.23. This project involves resurfacing of Riverside Drive and Curtis Court in the Cartersville West Industrial Park and a portion of Waterford Drive for a total of 1.60 miles of centerline resurfacing. This is a budgeted item and Public Works recommended award to the low bidder and permission for the Mayor to sign the contract and related documents.

Council Member Fox made a motion to approve the LMIG Resurfacing and the motion was seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

D. Second Reading of Ordinances

1. Floodplain Management/Floodplain Damage Prevention Ordinance Revision

Mr. Sanders stated on October 5, 2018, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office will provide and issue new effective Flood Insurance Rate Maps (FIRM) for Bartow County, including the corporate limits of Cartersville. To avoid suspension from the National Flood Insurance Program (NFIP), the City of Cartersville must adopt floodplain management measures, such as floodplain management ordinances that meet or exceed the minimum NFIP requirements.

To assist this requirement, the Georgia Department of Natural Resources Floodplain Management office has reviewed our current flood ordinances to ensure they meet these standards. Our current ordinances do meet these requirements, but a few items were found in this "model" ordinance that need to be changed and/or updated. These items are mostly items that help clarify our ordinance and its applicability. Public Works recommended approval of these ordinance modifications.

A motion to approve Floodplain Management/Floodplain Damage Prevention Ordinance

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

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 – DEVELOPMENT REGULATIONS, ARTICLE VI. – FLOODPLAIN MANAGEMENT/FLOOD DAMAGE PREVENTION ORDINANCE. SECTION 7.5-151. – GENERAL PROVISIONS is amended by deleting paragraph (b) in its entirety and replacing it with the following:

1.

(b) Applicability. This article shall be applicable to all areas within the jurisdiction of the City of Cartersville.

2.

All other remaining provisions of Section 7.5-151 are to remain as is and made part of the permitted uses in Section 7.5-151.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MAYOR

MATTHEW J. SANTINI,

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 7.5 – DEVELOPMENT REGULATIONS, ARTICLE VI. – FLOODPLAIN MANAGEMENT/FLOOD DAMAGE PREVENTION ORDINANCE. SECTION 7.5-155. – PROVISIONS FOR FLOOD DAMAGE REDUCTION is amended by deleting and replacing paragraphs (b)(1)b., (b)(2)b., and (c)(2) in their entirety as follows:

1.

Sec. 7.5-155. - Provisions for flood damage reduction.

(b) Building standards for structures and buildings within the future-conditions floodplain.

(1) Residential buildings.

b. Substantial improvements. Substantial improvement of any principal residential structure shall not be allowed within the limits of the future-conditions, floodplain unless all requirements of subsections 7.5-154(c), (d) and (e) have been met. If fall of the requirements of subsections 7.5-154(c), (d) and (e) have been met, all substantial improvements shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.5-155(a)(5)a.

(2) Nonresidential buildings.

b. Substantial improvements. Substantial improvement of principal non-residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of subsections 7.5-154(c), (d) and (e) have been met. If fall the requirements of subsections 7.5-154(c), (d) and (e) have been met, all substantial improvement shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the base flood elevation for at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with subsection 7.5-155(a)(5)a. Substantial improvements that have met all of the requirements of subsections 7.5-154(c), (d) and (e) may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at lease as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the ordinance administrator using the FEMA floodproofing certificate along with the design and operation/maintenance plan.

(c) Building standards for structures and buildings authorized adjacent to the

future-conditions floodplain.

(2) **Nonresidential buildings.** For new construction and substantial improvement of any principal non-residential building, the elevation of the lowest floor, including basement and access to the building, shall be at least one (1) foot above the level of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.55-155(a)(5)a. Non-residential buildings may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the ordinance administrator using the FEMA floodproofing certificate along with the design and operation/maintenance plan.

2.

All other remaining provisions of Section 7.5-155 are to remain as is and made part of the permitted uses in Section 7.5-155.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

2. Hazardous Materials Emergencies; Fees and Charges

Chief Carter respectfully requested consideration of a new City ordinance that will allow Fees and Charges for certain Hazardous Materials incidents. This ordinance is a companion to the ordinance that is being adopted by Bartow County. This ordinance would allow fees to be imposed under the following circumstances: Incidents involving natural gas/propane leaks, cut lines, chemical spills, and other types of release. The property owner and/or the person performing the work which caused the release shall be held financially liable for the response, control, containment, all equipment and materials costs incurred by the City of Cartersville Fire Department during the emergency.

In fire incidents that involve hazardous materials or an exposure to hazardous materials during the fire fight, fees will be assessed as a result of the use/application of supplies or equipment outside of normal firefighting operations. Fees shall be assessed for those activities and resources pertaining to the abatement, control, and containment of the hazardous materials involved. This will also cover areas of the county where we respond under the Automatic Aid Agreement with Bartow County. Fees will be calculated on the actual cost of destroyed equipment and FEMA guidelines for cost recovery. Fees will not be assessed on a routine basis, but only when there is a significant budgetary impact. Your positive consideration is sought and appreciated.

A motion to approve Hazardous Materials Emergencies; Fees and Charges was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 9 - FIRE PREVENTION AND PROTECTION, ARTICLE II. - FIRE DEPARTMENT, SECTION 9-19 – RESERVED, is amended by deleting said section in its entirety and replacing it with the following:

1. Sec. 19-19. – Response to Hazardous Materials Emergencies; Fees and Charges.

(1) Purpose and authority.

The City of Cartersville Fire Chief or his/her designee shall have the authority to summarily abate, control and contain hazardous materials which are emitted into the environment in such a manner as to endanger the health or safety of the general public or the environment. The Fire Chief or his/her designee shall have the authority to enter public or private property with or without the owner's consent, to respond to such hazardous materials emergencies. The Fire Chief or his/her designee shall determine the type, amount and quantity of equipment and personnel required to adequately abate, control and contain all hazardous materials which are emitted into the environment. Hazardous materials shall mean materials, substances or chemicals that can cause harm to people, animals or the environment, including nuclear and biological materials and natural gas,

fuel, ethanol and oil spills. Hazardous materials shall also mean the term as defined in 49 CFR Section 171.8, including but not limited to those materials specified in the hazardous materials table set forth at 49 CFR Sec. 172.101 and those materials listed in Appendices A and B to 40 CFR Part 355.

(2) Responsibility; fees and charges.

(a) The property owner and/or the person exercising control over the hazardous materials that create the hazardous material emergency shall be held financially liable for the response, control, containment, and all equipment and materials costs incurred by City of Cartersville Fire Department during the emergency. In incidents involving natural gas/propane leaks, cut lines, chemical spills, and other types of release, the property owner and/or the person performing the work which caused the release shall be held financially liable for the response, control, containment, and all equipment and materials costs incurred by the City of Cartersville Fire Department during the emergency.

(b) The property owner and/or person exercising control over such hazardous material shall provide personnel to assist with all matters pertaining to the incident including informing fire department personnel of details regarding the incident, supplying emergency response plan information for the site, and supplying emergency response equipment, materials, and personnel that have been adequately equipped and trained pursuant to the requirements of State and Federal laws.

(c) The fire department shall be authorized, pursuant to OCGA Sec. 25-3-2, to confiscate any supplies, chemical or equipment necessary for such emergency.

(d) The property owner and/or the person exercising control over the hazardous material shall be responsible for all remediation and “clean up” activities after the incident at their own expense. All measures, whether provided internally or through a third-party vendor, must meet all applicable State and Federal Guidelines.

(e) The City of Cartersville Fire Department shall not be liable for the use of outside personnel during any phase of the incident.

(3) Incidents involving hazardous materials.

(a) In fire incidents that involve hazardous materials or an exposure to hazardous materials, no fee will be assessed for resources normally associated with firefighting operations; however, fees will be assessed as a result of the use/application of supplies or equipment outside of normal firefighting operations, such as the use of foam required for vapor suppression or hazard mitigation. Fees shall be assessed for those activities and resources pertaining to the abatement, control, and containment of the hazardous materials involved.

(b) In addition, the replacement cost of equipment that is no longer usable due to damage or contamination related directly to the hazardous material incident will be

assessed and a full replacement rate for damaged equipment.

(c) Fees may be assessed against the property owner of the location where the incident occurs, and/or also against the person or entity exercising control over the hazardous material. In the event of a leased, rented or borrowed property, both the property owner and the tenant/occupant operating the business using the hazardous materials shall be responsible for the incident costs.

(d) The fire department shall present a detailed bill of costs incurred in the hazardous materials emergency to the property owner and/or responsible party within 30 days of the conclusion of the incident. The property owner and/or responsible party shall have 30 days to remit payment to the City of Cartersville. In the event the property owner and/or responsible party desires to appeal the assessment, they may do so within 10 days by requesting a meeting with the Fire Chief of City of Cartersville.

(e) In the event that the property owner and/or responsible party desires to appeal the decision of the Fire Chief, they may do so by filing a written appeal to the Mayor and City Council along with the full amount of the bill of costs.

(i) Additionally, if an applicant disagrees with the invoice, said applicant shall have the right to appeal to the Mayor and City council within fourteen (14) days of the date of denial.

(ii) The notice of appeal to the Mayor and City Council shall be in writing and accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The notice of appeal must be filed in writing at the office of the City Clerk. The grounds for the appeal shall be limited to issues that were addressed in the hearing. Upon receipt of a notice of appeal, the City Manager shall submit the entire record of the case to the Mayor and City Council and the Fire Chief or his/her designee may also submit a memorandum in response to the memorandum filed by the appellant. The Fire Chief or his designee shall place the appeal on the agenda of the next regular council meeting occurring not less than ten (10) or more than thirty (30) days after receipt of the appeal, unless the parties stipulate to another date. The appellant shall have the right to be represented by legal counsel. At the hearing, the Mayor and City Council will receive oral arguments on written memoranda and the evidence in the record. The right to offer oral argument may be waived. No additional evidence or arguments shall be permitted at the council meeting, and the council shall base its decision on the memoranda, oral arguments, if any, and other evidence in the record. Following the appeal hearing, the Council may sustain, overrule or modify the order. The Mayor and City Council have thirty (30) days from the date of hearing to render a decision in this matter. The decision of the Mayor and City Council shall be final and the appellant shall have the right to seek a writ of certiorari to the Superior Court of Bartow County within thirty (30) days of the final action of the Mayor and City Council. The original of the Mayor's Order shall be filed in the record of the case, and a copy of the Order shall be included in the minutes of the Mayor and City Council meeting. It shall be the responsibility of the City Clerk to provide a copy of the Order to the appellant.

(iii) The factors to be considered by the Mayor and City Council in deciding the appeal are as follows:

- a. If the appellant meets the federal guidelines for indigency as approved by the Department of Health and Human Services, Poverty Guidelines Notice.
- b. The cause of the incident is determined by the fire department.
- c. Impact of outside factors beyond appellant's control as to the cost of the incident.
- d. The involvement or lack of involvement by the property owner, responsible party or their agents.

(f) The appeal shall not toll the deadline for payment. The Mayor and City Council's decision shall be final. In the event the property owner and/or responsible party does not pay, the City shall be authorized to suspend the Certificate of Occupancy for the property, and/or file a lien for the costs against the property, and/or file a legal action to enforce and collect the amount owed.

(g) These fees are applicable to any services performed by the City of Cartersville under the Automatic AID and First Responder Agreement entered into between Bartow County and the City of Cartersville on September 13, 2000 and Amended on March 10, 2015, and any future agreements thereto.

2.

Section 9-20 – 9-25. Reserved.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

E. Contracts/Agreements

1. Second Amendment Automatic Aid & First Responder

Chief Carter respectfully requested your consideration for an amendment to the Automatic Aid (AA) Agreement between Bartow County and the City of Cartersville concerning first responder service. The original AA Agreement went into effect September 2000 and was revised in March 2015. Certain details were cleaned up due to annexations, changes in response need, the new computer aid dispatch (CAD) system being put in place and it also provided for an annual review process between the two departments.

This amendment is in relation to the recently passed ordinance concerning fees for Hazardous Material incidents. This adds a section to the current AA agreement that clarifies the issue of the department requesting aid and who shall enforce the reimbursement ordinance if it is deemed necessary. Your positive consideration is sought and appreciated.

A motion to approve Second Amendment Automatic Aid & First Responder was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

Ordinance ____

**SECOND AMENDMENT TO AGREEMENT TO
AUTOMATIC AID AND FIRST RESPONDER**

This Second Amendment to Agreement to Automatic Aid and First Responder is entered into by and between the City of Cartersville, Georgia, a municipal corporation of the State of Georgia and Bartow County, a political subdivision of the State of Georgia, dated the 4th day of October, 2018.

W I T N E S S E T H:

WHEREAS, the parties entered into the Agreement to Automatic Aid and First Responder on September 13, 2000, and the Amendment to Agreement to Automatic Aid and First Responder on March 10, 2015; and

WHEREAS, both parties have recently adopted a Hazardous Materials and Emergencies Reimbursement and Fees Policy; and

WHEREAS, both parties hereto wish to incorporate the requirements of said policies/ordinances attached hereto as Exhibit "A" as items eligible for compensation under the existing Agreement for Automatic Aid and First Responder, as amended; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree to this Second Amendment as follows:

1. That the Amendment to Agreement to Automatic Aid and First Responder dated March 10, 2015, is hereby amended by adding a new paragraph 5.5 to Article 5. Compensation as follows:

Paragraph 5.5. In all emergencies and events, the party requesting aid shall enforce and reimburse its respective Hazardous Materials Emergencies Fees and Charges Policy and/or ordinance to reimburse the assisting party.

2. The remaining provisions of the Amendment to Agreement to Automatic Aid and First Responder dated March 6, 2015 remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

BARTOW COUNTY,

a Political Subdivision of the State of Georgia

By: _____

Steve Taylor, Sole Commissioner

Attest:

By _____

Kathy Gill, County Clerk

[AFFIX SEAL]

CITY OF CARTERSVILLE,

a Municipal Corporation of the State of Georgia

By: _____

Matthew J. Santini, Mayor

Attest: _____

Meredith Ulmer, City Clerk

[AFFIX SEAL]

2. Speedway LLC Construction Agreement

Dan Porta, Assistant City Manager stated the Fiber Department has reviewed the plans for a new Speedway gas station to be located on Highway 411 and Peebles Valley Road. This new Speedway gas station location will require the Fiber Department to move some existing fiber cable at a cost of \$6,454. Speedway LLC has agreed to the language in the attached agreement and has also sent the city a check in the amount of \$6,454 to move the fiber. Mr. Porta recommended approval of this agreement with Speedway LLC for this project.

A motion to approve Speedway LLC Construction Agreement was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

F. Bid Award/Purchases

1. One Beacon Insurance Deductible

Mr. Porta stated the City has an insurance deductible of \$25,000 per claim on two open insurance claims with our former insurance carrier One Beacon Insurance. The City has received an invoice from One Beacon that is part of our deductible on these two claims in the amount of \$7,020.01 and is recommended for your approval.

A motion to approve One Beacon Insurance Deductible was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

2. Matthews Garage Vehicle Repair

Mr. Porta stated a Request for Proposal (RFP) was posted and 3 bids were received by the deadline. The Evaluation Committee of Chief Scott Carter, Deputy Chief Ray King, City Engineer Wade Wilson and Dan Porta evaluated the bids and interviewed 2 companies. Based on the information received and checking references, the Evaluation Committee recommends entering into a contract for Construction Manager At Risk services with Abuck Construction out of Mableton.

If approved, the recommendation would be to authorize the Mayor and City Clerk to sign the contract documents once they have been approved by the City Manager and City Attorney.

A motion to approve Matthews Garage Vehicle Repair was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

3. Itron Metering Software Annual Renewal

Don Hassebrock, Electric Department Head stated the Electric Department used Itron Metering software to remotely collect metering data and provide billing information for the City's larger customers. The City annually renews the Software and Maintenance Support with Itron which is the sole source provider for this software. The Electric Department is asking

Council to approve the annual renewal of the Itron Software for the amount of \$11,215.33.

A motion to approve Itron Metering Software Annual Renewal was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

4. Transformer Purchase – 300 kVA

Mr. Hassebrock stated the Electric Department needs to purchase a 300 kVA transformer to replace the one used for the Chick-Fil-A project. The 4 bids received are listed on the attached bid tabulation sheet as well as the individual bids from each company.

The Electric Department recommends Council approve the purchase of the ERMCO Transformer from Gresco for the purchase price of \$8,625.00. This transformer has the lowest purchase price and TOC Cost.

A motion to approve Transformer Purchase – 300 kVA was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

5. Transformer Purchase – 500 kVA

Mr. Hassebrock stated the Electric Department needs to purchase a 500 kVA transformer to replace one used for a project. The City received 6 bids. The Electric Department recommends that Council approve the purchase of the GE Transformer from Irby Company for the Purchase Price of \$11,864.00 which is the lowest Total Ownership Cost.

A motion to approve Transformer Purchase – 500 kVA was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

6. Rescind – Valves for Williams Transco

Keith Lovell, City Attorney stated due to a tabulation error, the previously approved item from 09/20/18 needs to be rescinded.

A motion to approve Rescind – Valves for Williams Transco was made by Council Member Roth and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

7. Valve for Williams Transco Expansion Projects

Michael Hill, Assistant Gas Department Head stated the Gas Department received three bids for the sixteen, 6-inch Balon valves needed for the Williams/Transco Dalton Expansion and the 8-inch Expansion for Transco to Brown Farm Road. Mr. Hill recommended approval of the best bid from Consolidated Pipe & Supply for a total of \$39,152.00.

A motion to approve Valve for Williams Transco Expansion Projects was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously.

Vote: 6-0.

8. 2018-2019 Water Department Annual Chemical Purchase

Bob Jones, Water Department Head stated chemicals are purchased for the water treatment plant and wastewater treatment plant on a weekly, bi-weekly, monthly, semi-annual, or annual basis. Often orders in excess of \$5,000.00 are required. Fixed prices have been requested from each vendor for a period ending September 30, 2019. This will eliminate the need for multiple recurring agenda items throughout the year, and will expedite our ability to order chemicals on an as needed basis.

A motion to approve 2018-2019 Water Department Annual Chemical Purchase was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

9. Aubrey St. Pool Cover Quotes

Greg Anderson, Parks and Recreation Department Head stated quotes were accepted for a custom pool cover and installation for the Aubrey St. pool. Installation of pool cover will reduce spring maintenance pool cleaning and save money by using less pool chemicals and create less water evaporation. The mesh cover also creates a safer environment for small children or animals that might get through the fence and into the pool. This item will be funded from outdoor maintenance and operation budget as the cover replaces an older obsolete cover. Mr. Anderson recommended low bid of \$5,200.00 from Wilson Pools.

A motion to approve Aubrey St. Pool Cover Quotes was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

10. Quote 18-006 Construction Material

Mr. Anderson stated Quote 18-006 Construction Material estimates were received for Hicks Park and Sports Complex building renovations. These buildings include the concession building and 5-pressboxes. This is a budgeted item in outdoor facilities/structures. Mr. Anderson recommended the low quote from 84 Lumber in the amount of \$8,008.39.

Motion to approve Quote 18-006 Construction Material was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

G. Change Order

1. Bid 17-006 Phase II Recreation Buildings – Close Out

Mr. Anderson stated On September 21, 2017, Council approved bid and contract with Womack, Lewis and Smith, Inc. in amount of \$1,360,495.00 for Bid 17-006 – Phase II Recreation Buildings. Final invoice of \$160,406.00 includes 11 Change of Pay Requests (COPs), totaling \$4277.00, final construction and retainage. This final payment closes out this

project and brings final project costs to \$1,356,218.00. This project was funded by GO Park Bond. Mr. Anderson recommended close-out of project 17-006, at the final cost of \$1,356,218.00.

A motion to approve Bid 17-006 Phase II Recreation Buildings – Close Out was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

Motion to add one item to agenda was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

H. Other

1. Right of Way Deed of Dedication - Wingfoot Park Phase 2B-2

Mr. Lovell stated this is the Right of Way Deed of Dedication and filed plat for Wingfoot Park, Phase 2B-2. The ROW Deed is given to dedicate the 60-foot public right of way and utilities within the right of way for Phase 2B-2.

The agreed upon Letters of Credit for the water and sewer portion (\$28,500.00) and the sidewalk, asphalt and storm structures (\$61,736.00) are attached as requested. Council is asked to approve the Right of Way Deed of Dedication and authorize the Mayor to sign it.

A motion to approve Right of Way Deed of Dedication - Wingfoot Park Phase 2B-2 was made by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

Added Item

Tamara Brock, City Manager stated with the retirement of Gary Riggs, Gas Department Head she recommends Michael Hill be appointed to be interim Department Head.

Motion approve Michael Hill to be interim Gas Department Head was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

I. Monthly Financial Statement

1. July 2018 Financial Report

1. July 2018 Financial Report

Mr. Rhinehart gave the financial report comparing all accounts from July 2018 to July 2017.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. 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
10/18/2018 7:00:00 PM**

T18-05: State Route 113 Billboard Revisions. Applicant: Tilley Properties, Inc

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	Currently, billboards are not allowed on E. Main Street. The only existing billboard, and focus of this amendment, was approved prior to the current sign ordinance adoption. This amendment would allow static and LED billboards along E. Main St within 2700ft of the centerline of I-75. Revisions to the Main Street Overlay District ordinance are not required.
City Manager's Remarks:	This is a text amendment that was proposed by the applicant. The Planning Commission recommended your approval of this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor Santini & City Council
From: Randy Mannino and David Hardegree
Date: October, 2018
Re: *Text Amendment T18-05. Billboard Boundary Revision
for State Route 113*

Tilley Properties, Inc. (Applicant), 917 N. Tennessee St, proposes a revision to the Sign Ordinance, *Section 20-29 (A) Billboards*, to allow billboards on State Route 113 beginning at the centerline of the I-75 Right of Way and continuing west along State Route 113 a distance of 2,700 linear feet.

This text amendment is requested in order to convert an existing billboard on State Route 113/Main Street to a digital billboard. Because the text amendment justification is the conversion of a static billboard to an LED billboard, an additional change to Section 20-29 (B)(2) will also be required to allow LED billboards on the same section of Hwy 113.

The billboard to be converted is located in the G-C (General Commercial) district and in the Main Street Overlay District. Revisions to the Main Street Overlay District are not required.

A MF-14 (Multifamily dwelling district) is approximately 795 ft. from the edge of the 2700ft. delineation. A minimum of 500ft is the required distance from a billboard to a residential zoning district.

The existing billboard also received a variance in 2012 per V12-05, for the following:

1. Reduce setback from 100 ft to 20 ft from E. Main St right-of-way for installation of a billboard (Application based on previous sign ordinance standards effective before May 4, 2012).
2. Increase allowable size of a billboard from 300 sqft to 400 sqft.

The zoning ordinance sections to be updated and the proposed text amendment are as follows:

Sec. 20-29. - Billboards.

(a) Billboards shall be allowed, in addition to freestanding signs, on nonresidential use properties adjacent to only the following roads:

- (1) State Route 20.
- (2) U.S. 41 and corresponding frontage roads.
- (3) U.S. 411 and corresponding frontage roads.
- (4) West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).

ADD---5) State Route 113 (beginning at the centerline of the I-75 Right of Way and continuing west along State Route 113 a distance of 2,700 linear feet).

(b) Billboards require a permit to be erected, and shall comply with the following regulations:

(1) *General standards.*

- a. Shall be allowed a maximum sign area of three hundred (300) square feet.
- b. Shall not exceed a height of thirty (30) feet. Height shall be measured from the nearest road grade elevation.
- c. Shall be set back at least fifty (50) feet from the right-of-way of a public street or highway and twenty-five (25) feet from all property lines and buildings on the site.
- d. Shall be a minimum of five hundred (500) feet from a residential zoning district.
- e. Shall be a minimum of one thousand five hundred (1,500) feet from all other billboards. Distance shall be measured from one (1) billboard to another on the same road.
- f. Shall not be visible from or located along Interstate Highway 75.
- g. Shall not be attached to or painted directly on any building or any other natural or manmade structure or object other than the supporting structure specifically built for said sign.

(2) *Electronic billboards.*

a. Billboard which are directly illuminated, exhibit animation; blink, change copy, display moving pictures or images, flash, contain light emitting diode (LED), and/or contain liquid crystal display (LCD) shall be prohibited except when located adjacent to one of the following roads:

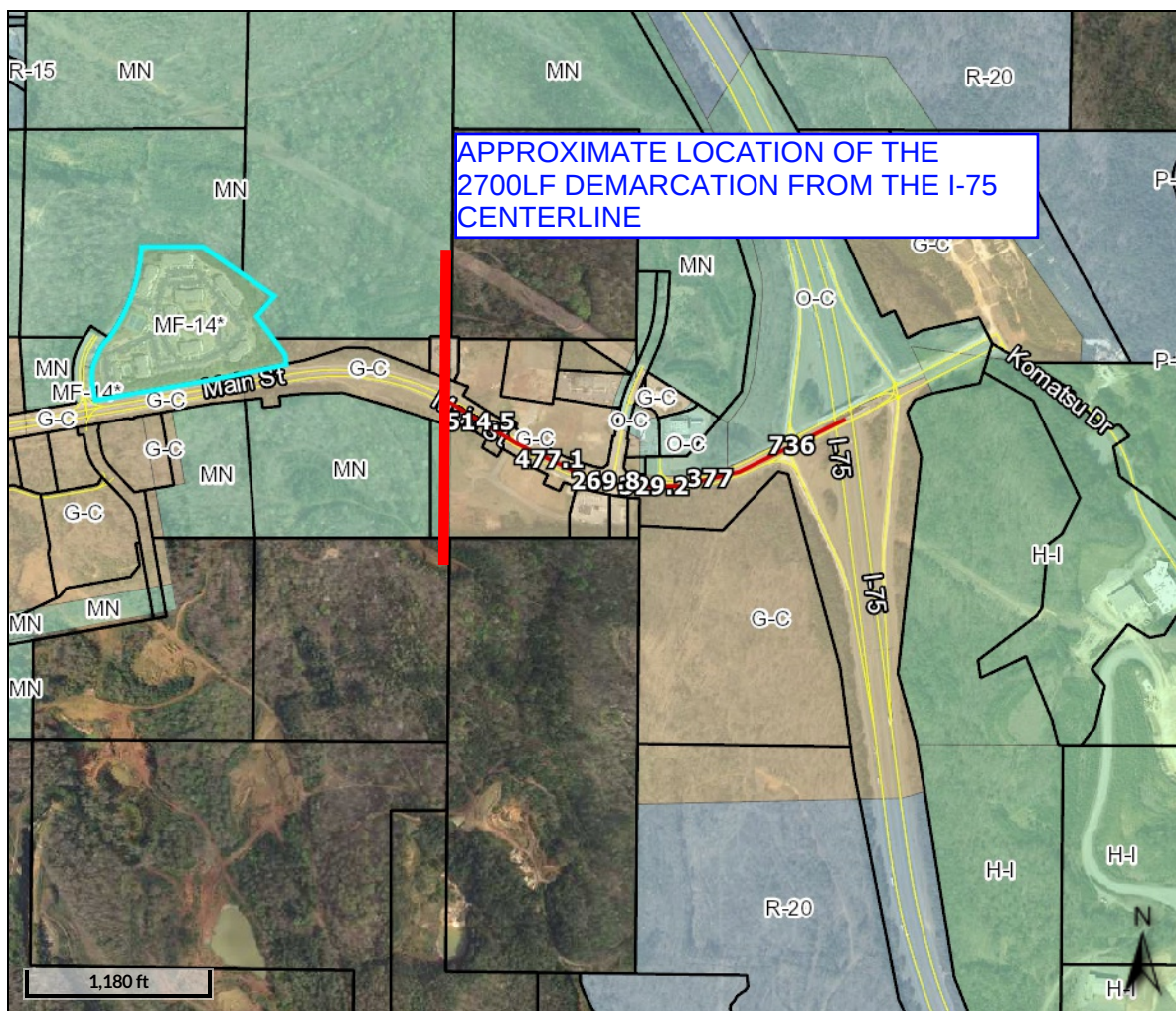
1. State Route 20.
2. U.S. 41 and corresponding frontage roads.
3. U.S. 411 and corresponding frontage roads.
4. West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).

ADD---5. State Route 113 (beginning at the centerline of the I-75 Right of Way and continuing west along State Route 113 a distance of 2,700 linear feet).

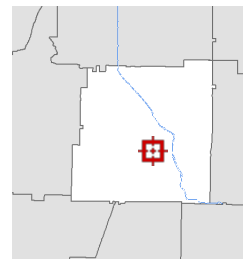


qPublic.net™

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 C007-0002-001
Sec/Twp/Rng n/a

Alternate ID 32910
Class Commercial

Owner Address VKEP-ALLC
C/O QUINTUS CORPORATION

Item # 2



City of Cartersville

PLANNING AND DEVELOPMENT

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

Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

June 19, 2012

Beth Tilley
917 N. Tennessee St
Cartersville, GA 30120

Dear Ms. Tilley,

This letter confirms the outcome of your variance application, heard on June 18, 2012. The result of the application to the Cartersville Board of Zoning Appeals was the following:

File V12-05: Variance application by Tilley Holdings LLC (Jeff Watkins, rep.) for property located at 1325 E. Main St (approximately 13 acres) for the following:

1. Reduce the minimum required setback for a billboard from the E. Main St right-of-way from 100 ft to 20 ft (application based on previous Sign Ordinance standards effective before May 4, 2012)
2. Increase allowable size for a billboard from 300 sqft to 400 sqft.

Approved 25 ft setback from E. Main St right-of-way with condition that billboard shall not be directly illuminated, animated, blink, change copy, display moving pictures or images, flash, contain Light Emitting Diode (LED), and/or contain Liquid Crystal Display (LCD).

Approved 400 sqft size.

If you have any questions, please contact me at rosborne@cityofcartersville.org or 770-387-5614.

Sincerely,

Richard Osborne, AICP
City Planner

Item # 2

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

Case Number: _____

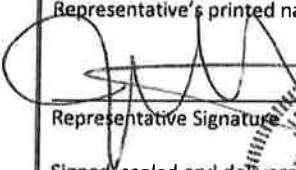
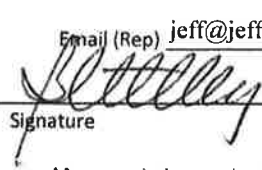
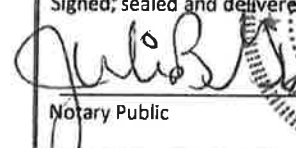
Date Received: _____

AMENDED APPLICATION

Public Hearing Dates:

Planning Commission _____ 1st City Council _____ 2nd City Council _____
5:30pm 7:00pm 7:00pm

APPLICANT INFORMATION

Applicant <u>TILLEY PROPERTIES, INC.</u> (printed name)	Office Phone <u>770-386-0040</u>
Address <u>917 N TENNESSEE STREET</u>	Mobile/ Other Phone _____
City <u>CARTERSVILLE</u> State <u>GA</u> Zip <u>30120</u> Email _____	
JEFFREY A. WATKINS Representative's printed name (if other than applicant)	Phone (Rep) <u>770-382-7017</u>
	Email (Rep) <u>jeff@jeffwatkinslaw.com</u>
 Representative Signature	 Applicant Signature
Signed, sealed and delivered in presence of:  Notary Public	My commission expires: _____

1. Existing Text to be Amended:

Article SIGN ORDINANCE, Section 20-29, Subsection (a)

Existing Text Reads as Follows: (a) Billboards shall be allowed, in addition to freestanding signs, on non-residential use properties adjacent to only the following roads: (1) State Route 20.; (2) U.S. 41 and corresponding frontage roads.; (3) U.S. 411 and corresponding frontage roads.; (4) West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).

2. Proposed Text:

Proposed Text Reads as Follows: To include a new subsection (a)(5) to read as follows:

(5) State Route 113 (beginning at the west side of I-75 Right of Way and running along State Route 113 a distance of 1,500 feet) at the centerline of I-75 right of way and running west along State Route 113/Main Street a distance of 2,700 linear feet).

(Continue on additional sheets as needed)

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

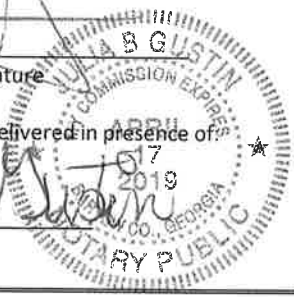
Case Number: _____

Date Received: _____

Public Hearing Dates:

Planning Commission _____ **1st City Council** _____ **2nd City Council** _____
 5:30pm 7:00pm 7:00pm

APPLICANT INFORMATION

Applicant <u>TILLEY PROPERTIES, INC.</u> (printed name)	Office Phone <u>770-386-0040</u>
Address <u>917 N TENNESSEE STREET</u>	Mobile/ Other Phone _____
City <u>CARTERSVILLE</u> State <u>GA</u> Zip <u>30120</u> Email _____	
<u>JEFFREY A. WATKINS</u> Representative's printed name (if other than applicant)	Phone (Rep) <u>770-382-7017</u>
	Email (Rep) <u>jeff@jeffwatkinslaw.com</u>
 Representative Signature	 Applicant Signature
Signed, sealed and delivered in presence of:  Notary Public	My commission expires: _____

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(5) State Route 113 (beginning at the west side of I-75 Right of Way and running along State Route 113 a distance of 1,500 feet).

Amended

(Continue on additional sheets as needed)

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

3. Reason(s) for the Amendment Request: To allow conversion of the existing billboard on State
Route 113/Main Street to a digital billboard.

(Continue on additional sheets as needed)

**REQUIREMENTS FOR FILING
AN APPLICATION FOR TEXT AMENDMENT(S)
CITY OF CARTERSVILLE, GA**

Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2nd Floor. Cartersville, GA 30120.

Requirements

- 1. Completed Application:** Include all signatures. Complete items 1, 2 and 3.
- 2. Filing Fee:** A non-refundable filing fee of \$400.00 must accompany the completed application.
- 3. Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of \$30.00 which covers the cost of the newspaper ad.
- 4. Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
 - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

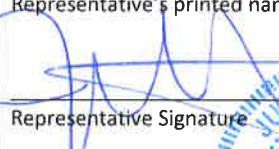
**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

Case Number: T18-05
Date Received: 9/5/18

Public Hearing Dates:

Planning Commission 10/9/18 5:30pm 1st City Council 10/18/18 7:00pm 2nd City Council 11/1/18 7:00pm

APPLICANT INFORMATION

Applicant <u>TILLEY PROPERTIES, INC.</u> (printed name)	Office Phone <u>770-386-0040</u>
Address <u>917 N TENNESSEE STREET</u>	Mobile/ Other Phone _____
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JEFFREY A. WATKINS Representative's printed name (if other than applicant)	Phone (Rep) <u>770-382-7017</u>
	Email (Rep) <u>jeff@jeffwatkinslaw.com</u>
 Representative Signature	 Applicant Signature
Signed, sealed and delivered in presence of:  Notary Public	My commission expires: _____



Item # 2

1. Existing Text to be Amended:

~~Article~~ SIGN ORDINANCE, Section 20-29, Subsection (a)

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2. Proposed Text:

Proposed Text Reads as Follows: To include a new subsection (a)(5) to read as follows:
(5) State Route 113 (beginning at the west side of I-75 Right of Way and running along State Route 113 a distance of 1,500 feet).

(Continue on additional sheets as needed)

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

3. Reason(s) for the Amendment Request: To allow conversion of the existing billboard on State
Route 113/Main Street to a digital billboard.

(Continue on additional sheets as needed)

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Requirements

- 1. Completed Application:** Include all signatures. Complete items 1, 2 and 3.
- 2. Filing Fee:** A non-refundable filing fee of **\$400.00** must accompany the completed application.
- 3. Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of **\$30.00** which covers the cost of the newspaper ad.
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 - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

Item # 2



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
Easement for Gas and Electric Departments - Harbin Clinic

SubCategory:	Easements
Department Name:	Administration
Department Summary Recommendation:	This is a permanent gas and electric utility easement for the construction, and operation, maintenance and use of electric and gas utilities on Harbin Clinic property.
City Manager's Remarks:	Your approval of the easement for gas and electric utilities on Harbin Clinic Property is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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

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 **HARBIN PROPERTIES, LLC**, 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 electric and gas utility easement for the construction, and operation, maintenance and use of electric and gas 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 for the benefit of the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lot 265, 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia, being identified as City of Cartersville Utility Easement 1 containing 4395.50 sq. ft. and City of Cartersville Utility Easement 2 containing 228.80 sq. ft. being more particularly described on a survey for Harbin Clinic, prepared by Kevin Cooney, G.R.L.S. No. 2980, on September 21, 2018, and recorded in Plat Book 2018, Page _____ in the office of the Clerk of Superior Court, Bartow County, Georgia (the "Easement Area").

This Easement shall include the right of ingress and egress over the Easement Area, as reasonably necessary, 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; provided, except for the existing transformer shown in the above referenced plat, Grantee shall obtain Grantor's consent, which will not be unreasonably withheld, before installing or constructing any above-ground utility improvements in the easement area.

Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, locate 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 area.

Nothing to the contrary withstanding, Grantor may construct access drives over the Easement Area in the general areas shown on the Site Plan attached as Exhibit A. Grantee shall repair or restore such access drives in the event such access drives are damaged by Grantee in the exercise of its rights set forth herein.

The City shall pay all damages to the Easement Area, including any improvements, drives, fences, and crops which may be suffered by reason of installation, maintenance, or alteration of utilities in said Easement Area by Grantee. 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: None.

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 their hands and seals this 4 day of October, 2018.

Signed, sealed and delivered
in the presence of:

HARBIN PROPERTIES, LLC

James House
Witness

By: *W. J. GILBERT*

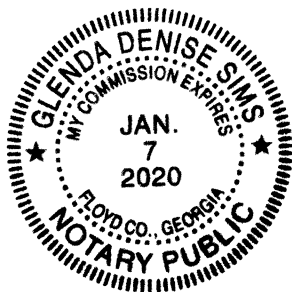
Its: *PRESIDENT.*

Notary Public

Glenda Denise Sims

My Commission Expires: *1-7-20*

[SEAL]



Signed, sealed and delivered
in the presence of:

CITY OF CARTERSVILLE, a municipal
corporation of the State of Georgia

Witness

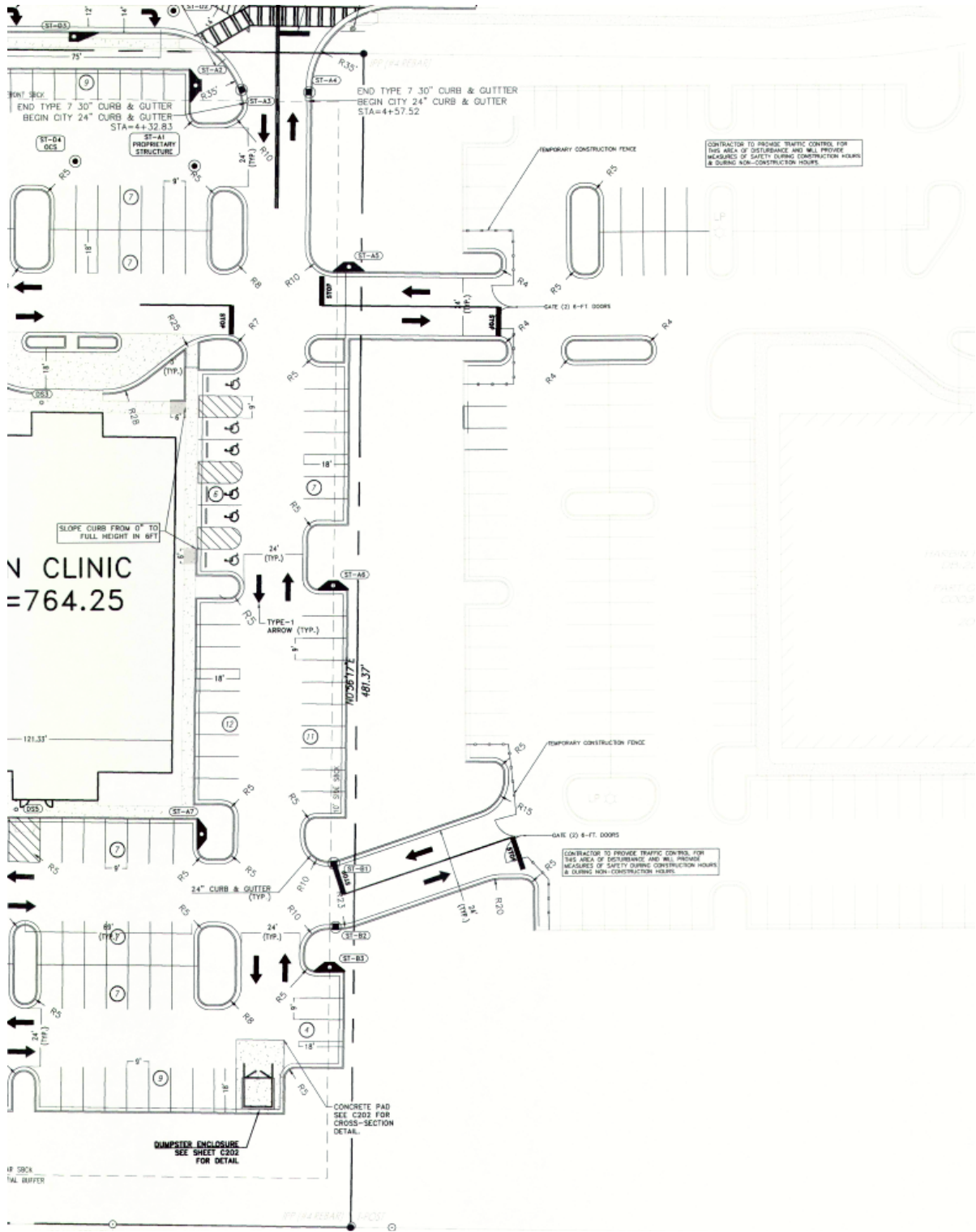
By: _____

Its: _____

Notary Public

My Commission Expires: _____

[SEAL]

Exhibit "A"



City of Cartersville

**City Council Meeting
10/18/2018 7:00:00 PM
Bartow County SPLOST Election & Validation Proceedings**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	These are resolutions approving the election results for the May 22nd SPLOST and validation proceedings.
City Manager's Remarks:	Your approval of the May 22 election results and validation proceedings is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CARTERSVILLE, GEORGIA DECLARING THE
RESULTS OF AN ELECTION HELD ON MAY 22, 2018 TO
DETERMINE THE REIMPOSITION OR NON-
REIMPOSITION OF A SPECIAL ONE PERCENT SALES
AND USE TAX AND FOR OTHER RELATED PURPOSES.**

WHEREAS, the Commissioner of Bartow County (the “Commissioner”), who is the governing authority of Bartow County, Georgia (the “County”) and who is charged with the duties of levying taxes, contracting debts, and managing the affairs of the County, and the Bartow County Board of Elections and Registration (the “Superintendent of Elections”), which is the Superintendent of Elections of Bartow County, called an election that was held on May 22, 2018, for the purpose of submitting to the qualified voters of Bartow County the question of whether or not a special one percent sales and use tax should be reimposed; and

WHEREAS, the ballots used in the election provided that if reimposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the City of Cartersville, Georgia (the “City”) in the principal amount of \$20,000,000 (the “General Obligation Debt”); and

WHEREAS, the returns of the election were duly brought up by the managers of such election, as required by law, and were presented to the City and the Superintendent of Elections for consolidation and for the declaration of the result of the election; and

WHEREAS, the returns of the election were received from all of the poll officers and thereupon the Superintendent of Elections canvassed, computed, and consolidated the returns of the election and concurrent with the adoption of this resolution delivered a certified copy of the consolidated return of the election to the City, and the result of the election was as follows:

For the City of
Cartersville, Georgia

Total Votes Cast	1,872
Spoiled Ballots	1
Total number of votes cast FOR the reimposition of a special one percent sales and use tax	1,321
Total number of votes cast AGAINST the reimposition of a special one percent sales and use tax	550

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cartersville, Georgia, and it is hereby resolved by authority of the same, that the election resulted in favor of the reimposition of a special one percent sales and use tax, by an affirmative vote of a majority of the qualified voters of the City voting in the election held for such purpose, that

accordingly the issuance of the General Obligation Debt has been authorized as required by law, and that the results of the election are hereby declared to be as set forth above.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that a duly certified copy of the consolidated election return of the Superintendent of Elections be attached to this resolution as Exhibit "A" and made a part hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and **EFFECTIVE** this 17th day of October 2018.

CITY OF CARTERSVILLE, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

City Clerk

CITY CLERK'S CERTIFICATE

I, **MEREDITH ULMER**, the duly appointed, qualified, and acting City Clerk of the City of Cartersville, Georgia (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on October 17, 2018 by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of ____ Yea and ____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, in connection with declaring the results of an election pertaining to the reimposition or non-reimposition of a special one percent sales and use tax, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this 17th day of October 2018.

(SEAL)

City Clerk, City of Cartersville, Georgia

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS FOR CITY OF CARTERSVILLE, GEORGIA GENERAL OBLIGATION BONDS AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Commissioner of Bartow County (the “Commissioner”), who is the governing authority of Bartow County, Georgia (the “County”) and who is charged with the duties of levying taxes, contracting debts, and managing the affairs of the County, and the Bartow County Board of Elections and Registration, which is the Superintendent of Elections of Bartow County, called an election that was held on May 22, 2018, for the purpose of submitting to the qualified voters of Bartow County the question of whether or not a special one percent sales and use tax should be reimposed; and

WHEREAS, the ballots used in the election provided that if reimposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the City of Cartersville, Georgia (the “City”) in the principal amount of \$20,000,000 (the “General Obligation Debt”); and

WHEREAS, at the election duly called and held on May 22, 2018, a majority of the qualified voters of the City, voting in the election, voted in favor of the reimposition of the sales and use tax, which vote also constituted approval of the issuance of the General Obligation Debt; and

WHEREAS, on October 18, 2018, the City Council of the City adopted, at a meeting duly called and held, a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA DECLARING THE RESULTS OF AN ELECTION HELD ON MAY 22, 2018 TO DETERMINE THE REIMPOSITION OR NON-REIMPOSITION OF A SPECIAL ONE PERCENT SALES AND USE TAX AND FOR OTHER RELATED PURPOSES.

declaring the results of the election within the City to be in favor of the reimposition of the sales and use tax; and

WHEREAS, the City wishes to issue all of the General Obligation Debt so authorized in the aggregate principal amount of \$20,000,000, in the form of general obligation bonds of the City, and wishes to authorize the commencement of validation proceedings for such bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cartersville, Georgia, and it is hereby resolved by authority of the same, that the attorneys for the City are hereby authorized and instructed to commence validation proceedings in accordance with the requirements of Article 2 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, as amended, and to take all actions necessary to obtain an order of the Superior Court

of Bartow County, Georgia validating and confirming such bonds, and that the Mayor or Mayor Pro Tempore of the City is hereby authorized and directed to execute any pleadings in connection therewith.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that it is hereby determined that, during each year in which any payment of principal or interest on such bonds comes due, the City will have received from the sales and use tax net proceeds sufficient to fully satisfy such liability, as indicated on Exhibit A attached hereto and made a part hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this ____ day of _____ 2018.

CITY OF CARTERSVILLE, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

City Clerk

EXHIBIT A

SUFFICIENCY DETERMINATION

<u>Year Ending December 31</u>	<u>Estimated Beginning Balance of Net Proceeds of Sales and Use Tax</u>	<u>Estimated Net Proceeds of Sales and Use Tax</u> ¹	<u>Principal and Interest Requirements</u> ²	<u>Estimated Ending Balance of Net Proceeds of Sales and Use Tax</u>
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¹ Based on assumed growth rate of ____% per year.

² Based upon maximum interest rate of 6.00% and after deducting funded interest and expected interest earnings thereon.

CITY CLERK'S CERTIFICATE

I, **MEREDITH ULMER**, the duly appointed, qualified, and acting City Clerk of the City of Cartersville, Georgia (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on _____, 2018 by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of _____ Yea and _____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, in connection with authorizing the commencement of validation proceedings for the City's general obligation bonds, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this ____ day of _____ 2018.

(SEAL)

City Clerk, City of Cartersville, Georgia



City of Cartersville

**City Council Meeting
10/18/2018 7:00:00 PM
Time Change for the December 6, 2018 Council Meeting**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	The first Council Meeting in December conflicts with the annual Christmas Parade. The Council has traditionally opted to change the evening meeting to a morning meeting. The resolution to make this change is attached.
City Manager's Remarks:	Your approval of the time change for the Dec. 6th meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

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

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 6th day of December, 2018 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 6th day of December, 2018 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 18th day of October, 2018.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

**City Council Meeting
10/18/2018 7:00:00 PM
Creation of Festival Zone**

SubCategory:	Resolutions
Department Name:	Downtown Development Authority
Department Summary Recommendation:	Two events have been added to the downtown schedule and a festival zone has been requested for both. Staff recommends approval of this resolution.
City Manager's Remarks:	DDA has received a request for two events to be added to the downtown schedule. Both events has requested festival zones. The first event is October 27th and will be the Mullinax Team Halloween Movie Night. The second event will take place November 8th and is a Downtown Holiday Open House. This Festival Zone was requested by the merchants under the bridge. Your approval of the Festival Zone 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:

October 27	Mullinax Team Halloween Movie Night
November 8	Downtown Holiday Open House

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, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board and staff will, in conjunction with event staff and volunteers, keep those with alcoholic beverages inside 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 aforementioned events, 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 18th day of October, 2018

**/s/ _____
Matt Santini
Mayor**

ATTEST:

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





City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
Metro Atlanta EMS Agreement

SubCategory:	Contracts/Agreements
Department Name:	Fire
Department Summary Recommendation:	On October 1, 2018, Metro Atlanta Emergency Medical Service began operating via contract with Bartow County as the provider of Emergency Medical Services for our county which includes the City of Cartersville. Since September 1998, Cartersville Fire had been functioning under an intergovernmental agreement with Bartow County that allowed Cartersville Fire to respond to medical and traumatic emergencies. With Bartow EMS no longer functioning, we feel that the City of Cartersville should enter into a written agreement with Metro Atlanta EMS to clarify mutual services, training, expectations and field support. Highlights of this agreement include a mutual training program, disposable equipment replacement and field support for our live fire training exercises, participation in drills, and standby activities in support of the health and safety for Cartersville Firefighters. It is the goal of the City of Cartersville and Metro Atlanta EMS for our citizens and guests to continue to receive quality care with the objective of improving the aid that is provided through this pre-hospital team approach. Cartersville Fire will continue to work toward the licensing and establishment of Basic Life Support services through GA DPH Region 1 EMS Council as a medical first responder. This agreement has been reviewed and approved by the City of Cartersville legal staff and the administration of Metro Atlanta EMS.
City Manager's Remarks:	This agreement has been approved by legal as well as Metro. Your approval of this agreement with Metro is recommended.
Financial/Budget Certification:	n/a
Legal:	This agreement has been reviewed and approved by the City of Cartersville legal staff
Associated Information:	n/a

AGREEMENT FOR 9-1-1 EMERGENCY AMBULANCE SERVICE

This Agreement entered into this ____ day of _____, 2018, by and between the City of Cartersville, Georgia, a municipal corporation of the State of Georgia (hereinafter referred to as “City”) and MetroAtlanta Ambulance Service, Inc., a Georgia domestic profit corporation (hereinafter referred to as “Metro”).

W I T N E S S E T H:

WHEREAS, Metro entered into an Agreement with Bartow County, a political subdivision of the State of Georgia, to provide 9-1-1 emergency ambulance service to Bartow County; and

WHEREAS, the City and Metro agree that it is in the public’s interest for them to work together and provide the following services to each other; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **County Agreement.** Metro shall be performing the obligations of Bartow County under the County Agreement, with respect to the provision of 9-1-1 emergency ambulance service.

2. **Service Between Parties.**

2.1. Metro will provide ALS stand-by for live fire training, extreme high-risk training and new employment physical agility testing All will be pre-planned events with a minimum of 15-days’ notice of request, at no charge unless an individual is transported.

2.2. Metro will provide the 48-hour refresher training for EMTs and Paramedics. In addition, Metro will provide five openings within Metro's EMS Academy for EMT training at no cost to Cartersville.

2.3. In return, Cartersville Fire Department will provide additional training to Metro.

2.4. Metro will provide 1-to-1 equipment and supply replacement. This list is to be developed but will include at a minimum the following: Long Spine Boards, cervical immobilization devices, O2 delivery devices (NC, NRB) and airway adjuncts as approved, and disposable splinting devices. Cartersville will supply Narcan, AED and AED supplies, gluco-gel, acu-strips and lancets etc. Prior to or once Metro has actively taken over, a meeting will be held to finalize a specific list so Cartersville can begin its own buying.

2.5. Metro shall attend and participate in all hazard management incident and event management planning and briefings as needed once proper notification is provided.

2.6. Metro shall attend routine Joint Quality Control Meetings to provide input for improvement in service delivery from both departments.

2.7. There shall be daily communication between Cartersville Fire Supervisors and Metro Shift Commanders.

2.8. Metro shall participate in Time Task Force, Emergency Response Council and other efforts to improve public safety and response for Cartersville and Bartow County.

2.9. Metro will provide one (1) Lucas device.

2.10. Metro and Cartersville will establish joint response protocols and expectations. These will be set up for at an annual review between Agencies.

2.11. Cartersville Fire Department will provide all technical rescue, vehicle extrication and hazardous material response within the limits and boundaries of the City.

3. **Period of Service.** The performance of the aforementioned services shall be identical to Bartow County's contractual agreement.

4. **Indemnity.** Metro shall indemnify and hold harmless City, its members, managers, officers, agents, employees, successors and assigns, from and against all liens, claims of lien, losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses, including reasonable attorney's fees and costs incurred by City which result from injury or damage to persons or property caused by Metro or Metro's agents, contractors or representatives exercise of the right of entry set forth herein.

5. **Insurance.** The City and Metro shall each have and maintain during the term of this Agreement commercially reasonable insurance, in policies not less than \$1,000,000 for any one person, \$5,000,000 for any one accident for bodily injury or death and \$1,000,000 for property damage for any one accident, insuring against claims for injuries to persons or damages to property which may arise from or in connection with its (respective) performance of this Agreement.

6. **Assignment.** Neither party shall assign any right or obligation under this Agreement without the other party's prior written consent.

7. **Force Majeure.** Neither party, nor their respective employees or agents, shall be liable for its respective non-negligent or non-willful failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) except as otherwise provided in this Agreement, any change in applicable governmental rules

or regulations rendering the performance of any portion of this Agreement legally impossible, which change shall not include any mandate(s) with which Metro must comply, which, in the event of non-compliance, may result in termination of this Agreement in the City's sole discretion; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the government entity claiming a force majeure under this paragraph; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

8. **Entire Agreement.** This Agreement, and the Exhibits hereto which are incorporated herein by this reference, constitute the entire agreement and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written instrument signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase orders or any other such document subsequently submitted by either party hereunder.

9. **No Joint Venture.** The parties hereto agree that nothing contained within this Agreement can be or should be construed as creating a joint venture or partnership between the parties.

10. **Public Procurement Requirements.** The parties agree that any procurement related to this Agreement will be done in full compliance with all public works bidding requirements of the State of Georgia.

11. **Authority.** Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

12. **Records.** Each party shall maintain records relating to matters covered by this Agreement as required by Georgia law. Such records shall be maintained for at least a period of three (3) years following the termination of this Agreement.

13. **Interpretation.** The parties hereto have cooperated in the preparation of this Agreement, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

14. **Notice.** All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

CITY OF CARTERSVILLE:
City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Fire Chief and City Manager

METROATLANTA AMBULANCE SERVICE, INC.

1120 Allgood Industrial Court

Marietta, Georgia 30066

Attn.: Pete Quinones, President & CEO

15. **No Third-Party Rights.** This Agreement is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

16. **Waiver.** No failure by either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance with this Agreement, and no custom or practice at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

17. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties, provided that no party may assign this Agreement without prior written approval of the other party.

18. **Governing Law, Disputes and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this Agreement which cannot be resolved amicably, then either party shall have the right to request the other party participate in non-binding mediation. Any resulting mediation shall be purely voluntary. If both parties agree to mediate, the mediator shall be

mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no request for mediation, mediation is not jointly agreed upon, or mediation efforts fail, then any dispute or issues shall be resolved through litigation. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Bartow County, Georgia.

19. **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

20. **E-Verify and Title VI.** The parties agree that they will comply with all applicable E-Verify and Title VI requirements, and any contracts let related to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

21. **Default.** In the event of violation any of the provisions of this Agreement by either party, the affected party may serve written notice upon the other party of its intention to terminate the Agreement, such notice to contain the reasons for such intention to terminate the Agreement, and be provided as required by paragraph 13 above and unless within ten (10) days after the serving of such notice upon Metro such violation or delay shall cease and satisfactory

arrangement of correction be made, the Agreement shall, upon the expiration of said ten (10) days, cease and terminate.

22. **Termination.** Either party may terminate this Agreement upon One Hundred Twenty (120) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the date of their signatures.

CITY:

CITY OF CARTERSVILLE,
A Municipal Corporation of the State of Georgia

By: _____
Matthew J. Santini, Mayor

Attest: _____
Meredith Ulmer, City Clerk

[AFFIX SEAL]

METRO:

METROATLANTA AMBULANCE SERVICE, INC.

By: _____ Peter E. Quinones

Its: _____ President & CEO

Attest: _____
Secretary

[AFFIX SEAL]



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
Corps of Engineers – Storage Payment

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	The City has two contracts with the Corps of Engineers (Corps) to store raw water in Lake Allatoona. The contracts require an annual payment to the Corps for storage space and a pro-rata portion of operations and maintenance costs associated with operation of the dam. These payments are part of our annual operating budget, have been made for decades and typically fall in a predictable range. This year, the Corps in its infinite wisdom, decided to load the entire restoration cost related to the powerhouse fire several years ago, into the O&M cost calculations. Our typical bill is in the \$185,000 to \$225,000 range, but this year we have been given seven invoices which total \$327,123.25. We had budgeted \$250,000 in the current year for this expense based on billing from the previous five years. I reluctantly and through gritted teeth recommend approval of this payment to the United States Corps of Engineers despite being far in excess of our budgeted amount. If we want to continue making drinking water from Allatoona, we really have no choice. The excess cost will be covered through cuts to multiple line items or through use of reserve funds, if cuts are not sufficient.
City Manager's Remarks:	In order to continue providing water to Cartersville and Bartow County, we will need to pay this amount to the Corps of Engineers. While a portion of this was budgeted, the Corps included our portion of the restoration cost from the fire several years back into this years billing structure. This was unforeseen by the City when the budget was set. The water department will make the necessary adjustments within their budget to cover the additional costs. Your approval of this item is recommended.
Financial/Budget Certification:	All payments will be made through account 505.3310.52.2520 Corps of Engineers.
Legal:	
Associated Information:	

Cover Memo

Item # 8

Statement Of Account

Page 1 of 1

From: REAL ESTATE DIVISION
P O BOX 2288
109 ST JOSEPH STREET

MOBILE AL 36628-0001

Phone: (251)694-3650
Fax: (251)690-2548

Acct No: DACW01-9-67RE002

Bill Number: 500093

Billing Date: 01-Sep-2018

Make check to:
Finance & Accounting Officer, USACE, MOBILE DISTRICT

Date Due: 01-Oct-2018

To: CARTERSVILLE WATER DEPARTMENT
MR J R STAFFORD SUPT
PO BOX 1390

CARTERSVILLE GA 30120

Date Printed: 27-Sep-2018 12:53

STANDARD LA LONG TERM AGREEMENT
32

Bill Desc: WATER STORAGE SPACE 2, CITY OF CARTERSVILLE - ALLATOONA

Date	Description of Current Charges	Amount	Item #
01-Sep-2018	Collection Type: WATER STORAGE - PRINCIPAL Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 3220.0000 08 2446 C 96015 904 NA 004B07	\$1,645.88	
01-Sep-2018	Collection Type: INSTALLMENT INTEREST Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 1435.0000 08 2446 C 96015 904 NA 004B07	\$409.58	

Payment of this bill is due and payable upon receipt. In accordance with the Debt Collection Act of 1982, payment not received on or before 01-Oct-2018 will be assessed an interest charge at the rate of 1.00% per annum, computed from the date of this bill. In addition, a one-time \$15 administrative (handling) fee is charged on all delinquent accounts. An additional 6% per annum penalty is also assessed on accounts over 90 days delinquent. The initial penalty is computed retroactive to the due date of the bill and will be assessed if payment is not received on or before 31-Dec-2018.

Balance Forward	Current Charges	Taxes	Interest	Penalty	Admin Fee	Pay This Amount
\$0.00	\$2,055.40		\$0.00	\$0.00	\$0.00	\$2,055.40

Statement Of Account

Page 1 of 1

From: REAL ESTATE DIVISION
P O BOX 2288
109 ST JOSEPH STREET

MOBILE AL 36628-0001

Phone: (251)694-3650
Fax: (251)690-2548

Acct No: DACW01-9-67RE002**Bill Number:** 500094**Billing Date:** 01-Sep-2018

Make check to:
Finance & Accounting Officer, USACE, MOBILE DISTRICT

Date Due: 01-Oct-2018

To: CARTERSVILLE WATER DEPARTMENT
MR J R STAFFORD SUPT
PO BOX 1390

CARTERSVILLE GA 30120

Date Printed: 27-Sep-2018 12:53

STANDARD LA LONG TERM AGREEMENT
33

Bill Desc: WATER INTAKE WORKS FOR CITY OF CARTERSVILLE - ALLATOONA

Date	Description of Current Charges	Amount	#
01-Sep-2018	Collection Type: WATER STORAGE - PRINCIPAL Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 3220.0000 08 2446 C 96015 904 NA 004B07	\$7,034.24	Item
01-Sep-2018	Collection Type: INSTALLMENT INTEREST Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 1435.0000 08 2446 C 96015 904 NA 004B07	\$960.93	

Payment of this bill is due and payable upon receipt. In accordance with the Debt Collection Act of 1982, payment not received on or before 01-Oct-2018 will be assessed an interest charge at the rate of 1.00% per annum, computed from the date of this bill. In addition, a one-time \$15 administrative (handling) fee is charged on all delinquent accounts. An additional 6% per annum penalty is also assessed on accounts over 90 days delinquent. The initial penalty is computed retroactive to the due date of the bill and will be assessed if payment is not received on or before 31-Dec-2018.

Balance Forward	Current Charges	Taxes	Interest	Penalty	Admin Fee	Pay This Amount
\$0.00	\$7,995.14		\$0.00	\$0.00	\$0.00	\$7,995.14

Statement Of Account

Page 1 of 1

From: REAL ESTATE DIVISION
P O BOX 2288
109 ST JOSEPH STREET

MOBILE AL 36628-0001

Phone: (251)694-3650
Fax: (251)690-2548

Acct No: DACW01-9-67RE002**Bill Number:** 500095**Billing Date:** 01-Sep-2018

Make check to:
Finance & Accounting Officer, USACE, MOBILE DISTRICT

Date Due: 01-Oct-2018

To: CARTERSVILLE WATER DEPARTMENT
MR J R STAFFORD SUPT
PO BOX 1390

CARTERSVILLE GA 30120

Date Printed: 27-Sep-2018 12:53

STANDARD LA LONG TERM AGREEMENT
35

Bill Desc: EXISTING REPLACED FEATURE, CITY OF CARTERSVILLE - ALLATOONA

Date	Description of Current Charges	Amount	#
01-Sep-2018	Collection Type: WATER STORAGE - PRINCIPAL Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 3220.0000 08 2446 C 96015 904 NA 004B07	\$505.75	Item
01-Sep-2018	Collection Type: INSTALLMENT INTEREST Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 1435.0000 08 2446 C 96015 904 NA 004B07	\$52.50	

Payment of this bill is due and payable upon receipt. In accordance with the Debt Collection Act of 1982, payment not received on or before 01-Oct-2018 will be assessed an interest charge at the rate of 1.00% per annum, computed from the date of this bill. In addition, a one-time \$15 administrative (handling) fee is charged on all delinquent accounts. An additional 6% per annum penalty is also assessed on accounts over 90 days delinquent. The initial penalty is computed retroactive to the due date of the bill and will be assessed if payment is not received on or before 31-Dec-2018.

Balance Forward	Current Charges	Taxes	Interest	Penalty	Admin Fee	Pay This Amount
\$0.00	\$558.20		\$0.00	\$0.00	\$0.00	\$558.20

Statement Of Account

Page 1 of 1

From: REAL ESTATE DIVISION
P O BOX 2288
109 ST JOSEPH STREET

MOBILE AL 36628-0001

Phone: (251)694-3650
Fax: (251)690-2548

Acct No: DACW01-9-67RE002**Bill Number:** 500096**Billing Date:** 01-Sep-2018

Make check to:
Finance & Accounting Officer, USACE, MOBILE DISTRICT

Date Due: 01-Oct-2018

To: CARTERSVILLE WATER DEPARTMENT
MR J R STAFFORD SUPT
PO BOX 1390

Date Printed: 27-Sep-2018 12:53

CARTERSVILLE GA 30120

STANDARD LA LONG TERM AGREEMENT
76

Bill Desc: STORAGE SPACE 1, CARTERSVILLE - BEGIN W/PAYMENT 40

Date	Description of Current Charges	Amount	Item #
01-Sep-2018	Collection Type: WATER STORAGE - PRINCIPAL Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 3220.0000 08 2446 C 96015 904 NA 004B07	\$3,712.32	
01-Sep-2018	Collection Type: INSTALLMENT INTEREST Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 1435.0000 08 2446 C 96015 904 NA 004B07	\$487.84	

Payment of this bill is due and payable upon receipt. In accordance with the Debt Collection Act of 1982, payment not received on or before 01-Oct-2018 will be assessed an interest charge at the rate of 1.00% per annum, computed from the date of this bill. In addition, a one-time \$15 administrative (handling) fee is charged on all delinquent accounts. An additional 6% per annum penalty is also assessed on accounts over 90 days delinquent. The initial penalty is computed retroactive to the due date of the bill and will be assessed if payment is not received on or before 31-Dec-2018.

Balance Forward	Current Charges	Taxes	Interest	Penalty	Admin Fee	Pay This Amount
\$0.00	\$4,200.21		\$0.00	\$0.00	\$0.00	\$4,200.21

Statement Of Account

Page 1 of 1

From: REAL ESTATE DIVISION
P O BOX 2288
109 ST JOSEPH STREET

MOBILE AL 36628-0001

Phone: (251)694-3650
Fax: (251)690-2548

Acct No: DACW01-9-91-120

Bill Number: 500097

Billing Date: 02-Oct-2018

Make check to:
Finance & Accounting Officer, USACE, MOBILE DISTRICT

Date Due: 01-Nov-2018

To: CITY OF CARTERSVILLE GA
P O BOX 1390

Date Printed: 10-Oct-2018 07:52

CARTERSVILLE GA 30120

STANDARD LA LONG TERM AGREEMENT
29

Bill Desc: WATER STORAGE FOR CITY OF CARTERSVILLE, GA - ALLATOONA

Date	Description of Current Charges	Amount	Item #
02-Oct-2018	Collection Type: WATER STORAGE - PRINCIPAL Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 3220.0000 08 2446 C 96015 904 NA 004B07	\$108,876.80	
02-Oct-2018	Collection Type: INSTALLMENT INTEREST Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 1435.0000 08 2446 C 96015 904 NA 004B07	\$28,753.35	

Payment of this bill is due and payable upon receipt. In accordance with the Debt Collection Act of 1982, payment not received on or before 01-Nov-2018 will be assessed an interest charge at the rate of 1.00% per annum, computed from the date of this bill. In addition, a one-time \$15 administrative (handling) fee is charged on all delinquent accounts. An additional 6% per annum penalty is also assessed on accounts over 90 days delinquent. The initial penalty is computed retroactive to the due date of the bill and will be assessed if payment is not received on or before 31-Jan-2019.

Balance Forward	Current Charges	Taxes	Interest	Penalty	Admin Fee	Pay This Amount
\$0.00	\$137,630.02		\$0.00	\$0.00	\$0.00	\$137,630.02

Statement Of Account

Page 1 of 1

From: REAL ESTATE DIVISION
P O BOX 2288
109 ST JOSEPH STREET

MOBILE AL 36628-0001

Phone: (251)694-3650
Fax: (251)690-2548

Acct No: DACW01-9-91-0120**Bill Number:** 4521088**Billing Date:** 28-Sep-2018

Make check to:
Finance & Accounting Officer, USACE, MOBILE DISTRICT

Date Due: 28-Oct-2018

To: CITY OF CARTERSVILLE GA
P O BOX 1390

Date Printed: 28-Sep-2018 14:12

CARTERSVILLE GA 30120

RA REVENUE GENERATING AGREEMENT

Bill Desc: WATER STORAGE CONTRACT

Date	Description of Current Charges	Amount	Item #
28-Sep-2018	Collection Type: WATER STORAGE - O&M Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 3220.0000 08 2446 96015 904 NA 51KJ47	\$22,773.93	

Payment of this bill is due and payable upon receipt. In accordance with the Debt Collection Act of 1982, payment not received on or before 28-Oct-2018 will be assessed an interest charge at the rate of 1.00% per annum, computed from the date of this bill. In addition, a one-time \$15 administrative (handling) fee is charged on all delinquent accounts. An additional 6% per annum penalty is also assessed on accounts over 90 days delinquent. The initial penalty is computed retroactive to the due date of the bill and will be assessed if payment is not received on or before 27-Jan-2019.

Balance Forward	Current Charges	Taxes	Interest	Penalty	Admin Fee	Pay This Amount
\$0.00	\$22,773.93		\$0.00	\$0.00	\$0.00	\$22,773.93

Contract No. DACW01-9-91-0120
The City of Cartersville, Georgia
Allatoona Lake, Georgia

Bill Date: 28-Sep-18
Due Date: 28-Oct-18

A. Investment Costs

Storage Space

Bill No. 500089 dated 10/3/2017

Interest	
Principal	\$0.00

**B. Allocation of Actual Joint-Use O & M
for FY17 (times 0.74%)**

\$2,559,190.51	x	0.0074	\$18,938.01	
Less payment rec'd for est. FY17			(\$15,100.18)	\$3,837.83

**C. Estimated allocation of Joint-Use O & M
for FY18 (times 0.74%)**

\$2,559,190.51	x	0.0074	\$18,938.01
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**D. Allocation of Actual Joint-Use Major Replacement
for FY17 (times 0.74%)**

-\$258.00	x	0.0074	(\$1.91)
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TOTAL DUE THIS BILL

\$22,773.93

Please remit to: F&AO Officer, Mobile
U.S. Army Engineer District, Mobile
ATTN: RE-C
P.O. Box 2288
Mobile, AL 36628-0001

NOTES:

- 1) Estimated FY18 O&M expenses are based on actual FY17 figures
- 2) Investment costs for storage space are now billed separately

Item # 8

Statement Of Account

Page 1 of 1

From: REAL ESTATE DIVISION
P O BOX 2288
109 ST JOSEPH STREET

MOBILE AL 36628-0001

Phone: (251)694-3650
Fax: (251)690-2548

Acct No: DACW01-9-67-0002**Bill Number:** 4521087**Billing Date:** 28-Sep-2018

Make check to:
Finance & Accounting Officer, USACE, MOBILE DISTRICT

Date Due: 28-Oct-2018

To: CITY OF CARTERSVILLE GA
P O BOX 1390

Date Printed: 28-Sep-2018 13:55

CARTERSVILLE GA 30120

RA REVENUE GENERATING AGREEMENT

Bill Desc: WATER STORAGE CONTRACT

Date	Description of Current Charges	Amount	Item #
28-Sep-2018	Collection Type: WATER STORAGE - O&M Remittance Type: GENERAL FUND Accounting Classification: 096 NA R 3220.0000 08 2446 96015 904 NA 51KJ47	\$151,910.35	001

Payment of this bill is due and payable upon receipt. In accordance with the Debt Collection Act of 1982, payment not received on or before 28-Oct-2018 will be assessed an interest charge at the rate of 1.00% per annum, computed from the date of this bill. In addition, a one-time \$15 administrative (handling) fee is charged on all delinquent accounts. An additional 6% per annum penalty is also assessed on accounts over 90 days delinquent. The initial penalty is computed retroactive to the due date of the bill and will be assessed if payment is not received on or before 27-Jan-2019.

Balance Forward	Current Charges	Taxes	Interest	Penalty	Admin Fee	Pay This Amount
\$0.00	\$151,910.35		\$0.00	\$0.00	\$0.00	\$151,910.35

Contract No. DACW01-67-RE-0002
The City of Cartersville, Georgia
Allatoona Lake, Georgia

Bill Date: 28-Sep-18
Due Date: 28-Oct-18

A. Water Intake Works

1) Investment Costs:

a) Water Intake Works:

Interest

Principal

Bill No. 500094 dated 9/1/2018 \$ -

b) Existing Replaced Feature:

Interest

Principal

Bill No. 500095 dated 9/1/2018 \$ -

B. Storage Space

Bill No. 500096 dated 9/1/2018 \$ -

1) Storage Space No 1

Interest

Principal

2) Storage Space No 2

Interest

Principal

Bill No. 500093 dated 9/1/2018 \$ -

**C. Allocation of O&M Expenses to Power
for FY17 (times .70%)**

\$5,310,419.23 x 0.007 \$ 37,172.93

Less payment rec'd for Est FY17 \$ (33,368.57) \$ 3,804.36

**D. Estimated allocation of O&M Expenses to Power
for FY18 (times .70%)**

\$5,310,419.23 x 0.007 = \$ 37,172.93

**E. Allocation of Additions & Betterments to Power
for FY17 (times .70%)**

\$15,847,579.00 x 0.007 = \$ 110,933.05

TOTAL DUE THIS BILL \$ 151,910.35

Please remit to: F&AO Officer, Mobile
U.S. Army Engineer District, Mobile
ATTN: RE-C
P.O. Box 2288
Mobile, AL 36628-0001

NOTES:

- 1) Estimated FY18 O&M Expenses are based on actual FY17 figures
- 2) Allocated costs for storage space and water intake works are billed separately

Item # 8



City of Cartersville

**City Council Meeting
10/18/2018 7:00:00 PM
WPCP Bypass Elimination**

SubCategory:	Bid Award/Purchases						
Department Name:	Water Department						
Department Summary Recommendation:	The original 1971 Water Pollution Control Plant (WPCP) had an intentional bypass structure built which allowed diversion of the entire wastewater flow directly to the Etowah River. This method of “alternative treatment” fell quickly out of favor with the arrival of the Clean Water Act in 1972. This feature of our plant has remained untouched through multiple plant expansions. During the design of the Nutrient Removal Project, the bypass structure was evaluated for use as a bypass pumping point. The structure was found to be in extreme disrepair with failure of multiple stop logs apparent. If left in the current state, an inadvertent and/or unavoidable direct bypass to the Etowah could occur. Bids were taken for the construction of a concrete wall which will eliminate the bypass structure. Bids were solicited from contractors we have used in the past, as well as advertisement on the State of Georgia Procurement Website. Bids were received from the following: <table><tr><td>· Willow Construction</td><td>\$14,800</td></tr><tr><td>· Lanier Construction</td><td>\$39,245</td></tr><tr><td>· Southern Champion Construction</td><td>No Bid *</td></tr></table> In addition to the construction work above, bypass pumping of the entire flow on the 36-inch sewer main will be required. Godwin Pumps has provided the attached estimated cost for bypassing 3,200 gallons per minute 24/7. I am asking for a not to exceed authorization to Godwin in the amount of \$35,000 to allow for any unforeseen delays in the work. I recommend approval of the Willow Construction bid in the amount of \$14,800. Furthermore, I ask your approval of a not to exceed authorization to Godwin Pumps (Xylem) in the amount of \$35,000.	· Willow Construction	\$14,800	· Lanier Construction	\$39,245	· Southern Champion Construction	No Bid *
· Willow Construction	\$14,800						
· Lanier Construction	\$39,245						
· Southern Champion Construction	No Bid *						

	* The Southern Champion Construction bid was an email which stated "If you have a price under \$40,000 I'm out." I am taking this as a "No Bid".
City Manager's Remarks:	This is a budgeted item. The work done on the bypass will not be affected by any of the construction during the upgrades made at the Water Pollution Control Plant. It will actually be a part of the upgrades at completion. Your approval of the bid to Willow Construction is recommended as well as the authorization for the not to exceed amount of \$35,000 to Godwin Pumps.
Financial/Budget Certification:	This work is a budgeted item and will be paid from account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	

Bob Jones

From: Kerry Moore <kmoore@wilocon.com>
Sent: Thursday, September 13, 2018 4:07 PM
To: Bart Sears
Subject: RE: City of Cartersville Waste Water Plant

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

Bart,
 Willow's price to complete the work described in the existing junction box is \$14,800.00, this price is based on information provided in your email and our site meeting on 9/13/18. Our price includes: assist Godwin with by-pass pump connection and installation of sewer plugs, demo existing gates, form & pour a 9' high x 7' wide x 1' thick concrete wall, clean up and assist with removing sewer plugs. The City of Cartersville will provide: by-pass pumping, clean & pump out junction box, provide crane and frontend loader for our use to complete work.

Please do not hesitate to contact me if you have any questions.

Thanks,
Kerry Moore
 Willow Construction, Inc.
 770-222-1555 office
 404-535-4344 mobile
 kmoore@wilocon.com

From: Bart Sears [mailto:bsears@cityofcartersville.org]
Sent: Wednesday, September 12, 2018 12:59 PM
To: Kerry Moore
Subject: City of Cartersville Waste Water Plant

Kerry

The box you are looking at is on top of our 36" main running left to right. The gate furthest from you in the picture will need to be removed. Concrete wall formed and poured 9' high and 7' wide. Also remove the gate and stem on the lower right. The 36" main will be double plugged and bypassed for the entire project. This structure is 18' deep to the floor from the concrete top.

With kind regards
 Bart T Sears
 City of Cartersville
 WPCP Superintendent
 O (770) 607-5816
 C (678) 247-4069

Bart T Sears

Item # 9





September 7, 2018

Mr. Bart Sears
City of Cartersville Ga. Superintendent

RE: Installing Concrete Baffle Wall

Dear Bart,

Our price to install the Concrete Baffle Wall is \$39,245.36.

1. Furnish all confined space entry safety equipment.
2. Remove existing baffle boards and angles that are attached to the wall.
3. Remove 2 existing gates and stems.
4. Form and pour a baffle wall in the diversion vault. The wall will be approximately 7' wide x 9' tall and 1 foot wide.
5. The openings left behind from the removal of the gate at the weir wall will be filled with concrete.
6. We will pour the wall with 4000 PSI concrete with 2 mats of #5 rebar doweled into the existing concrete wall and floor. We will use Volclay water stop where the old and new concrete join.

Our Price does not include the following:

1. Bypass pumping and plugging of the MH (will be supplied by the owner) Lanier Contracting will assist with the installation of the plug.
2. Owner will furnish a pump truck to clean the bottom of the vault if necessary
3. No additional concrete repair.
4. No coatings or painting.

Assumptions:

1. We will make every effort with the products listed above to make this baffle as water proof as possible but cannot guaranty it not to leak.
2. Because Lanier Contracting is not an Engineering company we cannot be responsible if this wall fails.

If you have any questions please give me a call.

Sincerely,

A handwritten signature in blue ink that reads "Duane Gauntt".

Duane Gauntt
Estimator/Project Manager

Bob Jones

From: Bart Sears
Sent: Monday, October 8, 2018 8:17 AM
To: Bob Jones
Subject: Southern Champion Do Bid for Council 10/18/18

Bob

Can we use this as a no bid. Matt Broom sent me (If you have a price under \$40,000 I'm out.)

With kind regards

Bart T Sears
 City of Cartersville
 WPCP Superintendent
 O (770) 607-5816
 C (678) 247-4069

Bart T Sears



From: Matt Broom [mailto:mbroom@southernchampion.com]
Sent: Friday, October 05, 2018 9:46 AM
To: Bart Sears <bsears@cityofcartersville.org>
Subject: RE: City of Cartersville

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

Thanks Bart,

If you have a price under \$40,000 I'm out.

Matt Broom, President
 Southern Champion Construction, Inc.
 133 Airport Park Drive
 Savannah, GA 31408

Item # 9

Cell: 912-313-8713
Office: 912-964-8700
<http://www.southernchampion.com/>

From: Bart Sears <bsears@cityofcartersville.org>
Sent: Friday, October 05, 2018 9:40 AM
To: Matt Broom <mbroom@southernchampion.com>
Subject: RE: City of Cartersville

I have Two. I have not sent this to Council yet. If you would like to send me your quote it will go to council on Oct. 18th

- 1) Wilo Construction
- 2) Lanier

With kind regards

Bart T Sears
City of Cartersville
WPCP Superintendent
O (770) 607-5816
C (678) 247-4069

Bart T Sears



From: Matt Broom [<mailto:mbroom@southernchampion.com>]
Sent: Friday, October 05, 2018 8:25 AM
To: Bart Sears <bsears@cityofcartersville.org>
Subject: RE: City of Cartersville

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

Hey Bart,

I did not send a price. I was under the impression that the bid date was 9/28. How many prices did you get?
Be glad to give you an idea of where we would be.

Item # 9

Matt Broom, President
Southern Champion Construction, Inc.
133 Airport Park Drive
Savannah, GA 31408
Cell: 912-313-8713
Office: 912-964-8700
<http://www.southernchampion.com/>

From: Bart Sears <bsears@cityofcartersville.org>
Sent: Thursday, October 04, 2018 4:19 PM
To: Matt Broom <mbroom@southernchampion.com>
Subject: City of Cartersville

Matt

Did you send me a quote on the bypass structure we put out for bid. I did not get it.

With kind regards

Bart T Sears
City of Cartersville
WPCP Superintendent
O (770) 607-5816
C (678) 247-4069

Bart T Sears



**Godwin Pumps**

402 Old Mill Road, Cartersville, GA 30120
Tel 770.420.8920 Fax 404.420.8930

9.10.18

City of Cartersville
148 Walnut Grove Rd SE
Cartersville, Ga 30120

Dear Mr. Sears:

Thank you for your continued interest in Xylem Dewatering Solutions products and services.

Per our Conversation and job walk, Xylem is pleased to present you with the following rental proposal for your application at the Cartersville WWTP Facility.

We will be bypassing a 36-inch gravity line that was flowing half full upon inspection. Flow is estimated at 3,200 GPM. We will be pulling from a manhole that is located two upstream from the junction box where work is being performed. As discussed, the cone will have to be removed in order to fit the two suction hoses from our primary and back up pumps. Located in the junction chamber where the work is being performed we will need to tie onto an 8-inch force main connection. We will supply hoses and piping to re direct the flow to the same chamber as the bypass.

Installation and teardown of bypass – We will provide a crew to install and teardown the bypass including the pumps and all associated piping. This will also include running the pipe for the force main bypass. We cannot go into any confined spaces, so we cannot set plugs and a contractor may have to connect our piping to the force main connection.

Installation cost: \$5,936.00
Teardown cost: \$3,590.00

Xylem Dewatering Solutions has 24/7 Sales, Parts and Service. If you ever have a question or require support we are available. Our sales team is also available 24/7 to assist in system design and planning.





Godwin Pumps

402 Old Mill Road, Cartersville, GA 30120
Tel 770.420.8920 Fax 404.420.8930

Thank you for this opportunity. We hope that the information provided herein suits your current needs. If you should have any questions, or if you require any additional information, please do not hesitate to contact us.

Sincerely,

Chad Freund
Outside Sales Representative

CF



Item # 9

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION
A	1	Dri-Prime DPC300 Diesel Pump • Primary Unit • 12" 150# Flange Suction and Discharge • John Deere 6359T Diesel Engine • Skid-mounted, 150 gal fuel tank • Set up MQD on Suction and discharge with gauges.
B	1	Dri-Prime DPC300 Diesel Pump • Primary Unit • 12" 150# Flange Suction and Discharge • John Deere 6359T Diesel Engine • Skid-mounted, 150 gal fuel tank • Set up MQD on suction and discharge with gauges
C	6	12" x 10' Black Water Suction Hose with Godwin QD Fittings
D	8	12" 90 Degree Godwin QD Bend
E	100	12" x 10' Godwin QD Pipe
F	70	Pipe Storage Rack 8' x 8' x 4' • Full Rack
G	2	12" Check Valve with 150# Flange • set up qd
H	1	12" Godwin QD Tee Female x Female x Male

Item # 9

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION
I	2	Auto Diesel Control Panel, 12 Volts • with two 65' Floats • with 25' harness with round plug • mounted on stand
J	2	Multi-Sized Sewer Plug • Size 24" -48"
K	1	Lansas Multi-Sized Sewer Plug • Size 8" - 12"
L	1	8" X 20' Composite Hose with 150# Flange Fittings • set up qd
M	1	12" Male Godwin QD x 8" Female Godwin QD Adapter
<u>REQUIRED EXTRA:</u>		
N	2	DELIVERY MOTOR FRT BR 011 FULL LOAD • May be required to ship in pumps and pipe.

ESTIMATED DAILY RENTAL TOTAL	\$ 2,584.40
ESTIMATED WEEKLY RENTAL TOTAL	\$ 7,753.20
ESTIMATED MONTHLY RENTAL TOTAL	\$ 23,259.60
ESTIMATED DELIVERY CHARGE	\$ 500.00
ESTIMATED PICKUP CHARGE	\$ 500.00
REQUIRED EXTRAS	\$ 3,600.00

Xylem Dewatering Solutions, Inc.
d/b/a Godwin Pumps of America
 84 Floodgate Road, Bridgeport, NJ 08014
 Tel +1.856.467.3636 Fax +1.856.467.4428



TERMS AND DEFINITIONS

Rental Day:	One Calendar day; for diesel units, not exceeding eight (8) hours running.
Rental Week:	Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.
Rental Month:	Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.
Standby Rate:	The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.
Overtime Running:	For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.

Billing Cycles	3 - 7 Days	=	1 Week
Based on Open	8 Days	=	1 Week and 1 Day
Terms Approval	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month

Billing Cycle - COD Customers	3 - 7 Days	=	1 Week
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Off Rent: It is the responsibility of the Customer to call into the Owner's local branch office and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.

TERMS AND CONDITIONS

- This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
- This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
- Payment terms: Net 30 based on credit approval.
- Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
- Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
- Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
- Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
- Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
- Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

Item # 9



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
WPCP Camera System

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	In the last few months, we have had a few incidents of people trespassing onto the Water Pollution Control Plant (WPCP) after hours. On one occasion, the operator on duty observed two individuals exiting the Operations Room when returning from a plant check. To date, nothing has been taken or damaged. In an effort to deter future unauthorized tours and provide a safer work environment for our employees, I asked Cartersville Fibercom to provide a quote for installation of a security camera system for the plant and Administrative Building. They have evaluated our needs and provided the attached recommendation and quote. I recommend approval of the "4K Quote" in the amount of \$15,960.00 as specified by Fibercom. This price includes all needed hardware, software and labor for installation of the camera system.
City Manager's Remarks:	This is a budgeted item and a necessity to ensure the safety and the security of the plant. With the construction of the WPCP to begin in January, this will be vital in ensuring the property is kept secure as contractors, other personnel and visitors will be in and out of the property a great deal. The purchase of the camera system for the Water Pollution Control Plant is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.3330.54.2331 Misc. Equipment Replacement WPCP.
Legal:	
Associated Information:	

Location	Indoor / Outdoor	Model #	Price	Quantity	Total	Description	
Water Pollution Control	Outdoor	V988B-W311MIR	\$895	8	\$7,160.00	4K 8MP	
		V670-HCM151	\$40	8	\$320.00	Pole Mount	
			\$1,000	2	\$2,000.00	Switch w/SFP MM	
			\$120	2	\$240.00	Outdoor Box (NEMA)	
			\$50	2	\$100.00	Fiber Splice Enclosure	
		Liscense Cost :	\$130	8	\$1,040.00		
			0.30\$ per ft.	100	\$30.00	MM FD 12	
		8006671, 80807071			\$210.00	Runt Enclosure + Splice Tray (3)	
		Total:				\$11,100.00	
Water Admin	Outdoor	V814B-W312MIR	\$400	3	\$1,200.00	1(Viewing front door) 2(Viewing side parking lot) 3(Viewing back pinic area)	
		Data Drop	\$150.00	1	\$150.00	(Front Door)	
		Liscense Cost :	\$130.00	3	\$390.00		
		Total:				\$1,740.00	
					\$1,000.00	30 days Storage	
			\$65	16	\$1,040.00	Fibercom Labor	
			\$45	24	\$1,080.00	Contract Labor	
		Total :				\$3,120.00	
Total :				\$15,960.00			

Location	Indoor / Outdoor	Model #	Price	Quantity	Total	Description
Water Pollution Control	Outdoor	V814B-312MIR	\$400	7	\$2,800.00	4MP
		V988B-W311MIR	\$895	1	\$895.00	4K Gate Camera
		V670-HCM151	\$40	8	\$320.00	Pole Mount
			\$1,000	2	\$2,000.00	Switch w/SFP MM
			\$120	2	\$240.00	Outdoor Box (NEMA)
			\$50	2	\$100.00	Fiber Splice Enclosure
		License Cost :	\$130	8	\$1,040.00	
			0.30\$ per ft.	100	\$30.00	MM FD 12
		8006671, 80807071			\$210.00	Runt Enclosure + Splice Tray (3)
				Total:	\$7,635.00	
Water Admin	Outdoor	V814B-W312MIR	\$400	3	\$1,200.00	1(Viewing front door) 2(Viewing side parking lot) 3(Viewing back pinic area)
		Data Drop	\$150.00	1	\$150.00	(Front Door)
		License Cost :	\$130.00	3	\$390.00	
				Total:	\$1,740.00	
					\$1,000.00	30 days Storage
			\$65	16	\$1,040.00	Fibercom Labor
			\$45	24	\$1,080.00	Contract Labor
				Total :	\$3,120.00	
				Total :	\$11,600.00	



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
Garbage Truck Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	Solid Waste opened bids on October 5th for a 20 Yd Rear Loader Garbage Truck and received 14 bids. The recommended best bid is for \$148,151.00 from Carolina Environmental for a Heil PT-1000 body on a Kenworth T370 chassis. This is a budgeted item and we recommend your approval.
City Manager's Remarks:	This is a budgeted item that will be paid through the GMA Leasepool. Your approval of the garbage truck from Carolina Environmental is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid through the GMA Leasepool.
Legal:	
Associated Information:	

CITY OF CARTERSVILLE REAR LOADER BID TAB
October 5, 2018

VENDOR	BODY	CHASIS	DELIVERY	PRICE
Cherokee Truck Equipment	2018 Curbtender Quantum	2020 Mack Granite MHD	210 days	\$159,612.00
	2018 Curbtender Quantum	2017 Western Star - Demo	60 days	\$155,045.00
Rush Truck Center	HEIL PT-1000	2019/2020 International HV 607	220 days	\$159,746.00
	Curbtender Quantum	2019/2020 International HV 607	220 days	\$158,372.00
	New Way Viper	2019/2020 International HV 607	240 days	\$154,707.00
	Pak Mor R-120B	2019/2020 International HV 607	280 days	\$149,013.00
Carolina Environmental	HEIL PT-1000	2020 Kenworth T370	180-225 days	\$148,151.00
		2020 Mack Granite MHD	180-195 days	\$160,236.00
Peterbuilt of Atlanta	New Way King Cobra	2019/2020 Peterbuilt 348	240 days	\$179,718.00
	New Way Viper	2019/2020 Peterbuilt 348	240 days	\$150,121.00
Peachstate Freightliner	Heil PT-1000	2020 Freightliner M2-106	240-270 days	\$145,462.00
	Pak Mor R-120B	2020 Freightliner M2-106	330-360 days	\$134,729.00
	New Way Viper	2020 Freightliner M2-106	270-300 days	\$140,423.00
	Curbtender Quantum	2020 Freightliner M2-106	210-240 days	\$144,088.00



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
HVAC Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	One of the Fiber Department's air conditioners had a freon leak and needed a new compressor. Since the air conditioner was over seven years old and used the old type of Freon which will be obsolete in a year or two, the decision was made to replace the unit. The total cost to replace the air conditioner with a 10-year extended parts and compressor warranty was \$7,478.91. I recommend approval of this purchase.
City Manager's Remarks:	This was an emergency replacement. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

"Pendley People Care"



Pendley
Heating & Air Conditioning, Inc.

Page No.

of

1

Pages.

526 Old Alabama Road
Cartersville, Georgia 30120

PROPOSAL AND ACCEPTANCE

Phone: 770.382.1221
Fax: 770.382.8223
Emergency Phone : 770.655.2068
Email: penhtgac61@aol.com
Georgia License: CN002212

TO:	PHONE 770-387-5675	DATE 10/1/18
City of Cartersville P.O. Box 1390 Cartersville, GA 30120	JOB NAME/LOCATION City Manager's Office/basement unit 1 N. Erwin St. Cartersville, GA 30120	
	JOB NUMBER	JOB PHONE
We hereby submit specification and estimates for:		
Option 1: Install Trane XR14(14 SEER) 5 Ton Heat Pump System with TEM4 Air Handler ----- \$6,932.91 Includes equipment, installation, secondary emergency pan with secondary switch and startup. Warranty: 5 year compressor/1 year parts/1 year labor Additional/optional: 10 year extended parts & compressor warranty----- \$546.00 Option 2: Replace compressor roto locks, vacuum and re-charge system----- \$1,646.14 Includes labor and materials Terry.woodring@pendleyhvac.com www.pendleyheatingandair.com		
TERMS: DUE UPON COMPLETION		
I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final & complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.		
We Propose hereby to furnish material and labor – complete in accordance with the above specification for the sum of:		SEE ABOVE Dollars
Payment to be made as follows:	DUE UPON COMPLETION	
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.		Authorized Signature:
		Note: This proposal may be withdrawn by us if not accepted within: Days 30
Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		Signature:
Date of Acceptance:		Signature:

Proudly serving you for over 50 years

Item # 12



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
Matthews Garage Vehicle Repair Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	A city vehicle was involved in an accident in August and the other party was at fault. The cost to repair the city's vehicle was \$6,793.29 and this cost is being paid for by the other party's insurance, Progressive Insurance. I recommend approval to pay Matthews Garage for this vehicle repair.
City Manager's Remarks:	Your approval of the invoice from Matthews Garage for the vehicle repair is recommended for your approval. This is not a budgeted item but we will be reimbursed by the other party's insurance.
Financial/Budget Certification:	This is an unbudgeted item and will be reimbursed by the other party's insurance.
Legal:	
Associated Information:	

Matthews Garage Inc.

18 Pinson Drive

Cartersville, GA. 30120

Phone: 770-382-0900 Fax: 770-382-0842

INVOICE**45819****INVOICE**

Work Completed : 09/13/2018

Tax Resale # : 00000000

Date: 09/13/2018

CITY OF CARTERSVILLE - CARTERSVILLE CITY OF

P.O. BOX 1390

CARTERSVILLE, GA 30120

Home 770-387-5640 -- Fax 770-387-7409

2016 Ford - Explorer - 3.5L, V6 (213CI) VIN(8)

Lic # :

Odometer In : 0

Unit # : GAS DEPT

VIN # : 1FM5K8B86 GGC60580

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
FLEX ADDITIVE FA	1.00	10.00	10.00	ENVIRONMENTAL FEE		5.00
SAND AND BUFF SPPLIES SND	1.00	5.00	5.00			
MASK MSK	1.00	5.00	5.00			
PAINT & MATERIALS PM	1.00	208.00	208.00			
SHOP MATERIALS SM	1.00	19.50	19.50			

C/Gas
OCT - 4 2018

Org. Estimate 6,793.29 Revisions 0.00 Current Estimate 6,793.29

Labor:	1,976.00
Parts:	4,722.34
Sublet:	94.95
SubTotal:	6,793.29
Tax:	0.00
Total:	6,793.29
Bal Due:	\$6,793.29

Customer Number : 198

[Payments -]

Vehicle Received: 9/13/2018

Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. Our Terms are NET 15 DAYS. I/We understand that any past due charges are subject to a 1 and 1/2 PERCENT monthly service charge added to any unpaid balances until such balances are satisfied. Collection agency fees (15%) plus all court cost, expenses & interest in the event that the account is turned over and collected by a collection agency or attorney.

Signature _____ Date _____

Item # 13

Visit us on the web : www.matthewsgarage.comOur Email Address: tara@matthewsgarage.com

Service Advisor : Garrison, Tara, Tech : Garrison, Rodney



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
2014 SPLOST Projects

SubCategory:	Discussion										
Department Name:	Adminstration										
Department Summary Recomendation:	In June 2017, the estimated total 2014 SPLOST collections for the City based on the current collections was \$4,056,000. Based on this, the City Council approved the project list with Fire Station #3 being budgeted at \$2,600,000. As of last week, the City received the estimated Guaranteed Maximum Price (GMP) from the construction manager at risk for Fire Station #3 which totaled \$3,563,044. As you can see, this cost estimate far exceeds our current budgeted amount for this fire station. An estimated breakdown of the projected total costs for Fire Station #3 based on this GMP is as follows: <table><tr><td>Abuck, Inc. Construction Manager at Risk GMP</td><td>\$3,563,044</td></tr><tr><td>Croft & Associates, Architect</td><td>150,000</td></tr><tr><td>Furnishings, Cameras, Miscellaneous</td><td>80,000</td></tr><tr><td>Geo-Hydro Engineers – Site Testing Services</td><td>28,000</td></tr><tr><td>Total Estimated Costs for Fire Station #3</td><td>\$3,821,044</td></tr></table> Therefore, based on the current projected cost estimates, Fire Station #3 will exceed our current budgeted funds. The good news is that the 2014 SPLOST collections have improved and through August 2018 collections, the total estimated collections for 2014 SPLOST will be \$5,048,898 or \$992,898 higher than previously estimated based on increases in collections. The reason for the discussion of 2014 SPLOST is for the City Council to decide how to allocate the additional SPLOST collections. The attached document provides a list of the currently approved capital projects and the revenue collection estimates.	Abuck, Inc. Construction Manager at Risk GMP	\$3,563,044	Croft & Associates, Architect	150,000	Furnishings, Cameras, Miscellaneous	80,000	Geo-Hydro Engineers – Site Testing Services	28,000	Total Estimated Costs for Fire Station #3	\$3,821,044
Abuck, Inc. Construction Manager at Risk GMP	\$3,563,044										
Croft & Associates, Architect	150,000										
Furnishings, Cameras, Miscellaneous	80,000										
Geo-Hydro Engineers – Site Testing Services	28,000										
Total Estimated Costs for Fire Station #3	\$3,821,044										
City Manager's Remarks:	Direction is needed from Council to determine the next steps in the construction of Fire Station #3. Options discussed may be to move forward with the current contractor or to re-bid the project. Staff has looked at ways to cut costs on the project but currently, it will not significantly reduce the cost that was given to us by Abuck. While collections have been at increased amounts, it does not necessarily mean that that trend will continue. If we do under collect, then the decision will need to be made how to financially										

Cover Memo

Item # 14

	make up the short fall. Your direction on this item is appreciated.
Financial/Budget Certification:	
Legal:	
Associated Information:	

2014 Proposed Capital Projects:			
Department	Project Description	<u>Estimated Project Cost</u>	Notes
Fire	Fire Station #3	2,600,000	1
GIS	Updates to aerial maps and other information technology improvements	125,000	
Public Works	Cook Street Culvert Removal	255,000	
Public Works	Roadway infrastructure maintenance	346,000	
Public Works	Sugar Valley Road over Nancy Creek (Bridge)	180,000	
Public Works	Mission Road over Nancy Creek (Bridge)	200,000	
Water & Sewer	Cook Street Manhole Replacement	350,000	
	Capital Projects Estimated Total	4,056,000	

Note 1: Once new fire station is built the city could sell this 1.1 acre of valuable property on 61/113 probably for between \$600,000 to \$900,000

2014 Estimated SPLOST Collections as of June 2017

\$4,056,000

2014 Estimated SPLOST Collections as of August 2018

\$5,048,898

Additional 2014 SPLOST Funds Expected to be Available

\$992,898



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
FY 2017-18 Budget Amendment

SubCategory:	First Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	After Completion of the Fiscal Year 2017-18 close, the General Fund, Special Revenue funds, and the SPLOST Fund's budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. I recommend your approval of the attached ordinance amendment.
City Manager's Remarks:	This brings the FY17-18 budget back into balance and allows the revenues to equal expenses and mirror the year-to-date revenues and expenses. Your approval of the budget amendment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2017 - 2018 budget.

2017 - 2018 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$40,111,945	
Expenditures:		
Legislative		\$16,945,290
Administration		\$ 1,200,445
Finance Dept.		\$ 1,196,075
Customer Service Dept.		\$ 761,320
Police		\$ 5,496,750
Fire		\$ 7,349,220
Municipal Court		\$ 253,930
Public Works		\$ 2,409,590
Recreation		\$ 3,194,005
Planning & Development		\$ 1,096,400
Downtown Development Authority		\$ 208,920
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 5,118,185	\$ 5,118,185
SPLOST – 2003	\$ 142,075	\$ 142,075
SPLOST – 2014	\$ 2,429,700	\$ 2,429,700
DEA	\$ 283,250	\$ 283,250
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,032,560	\$ 1,032,560
Motor Vehicle Rental Tax	\$ 84,875	\$ 87,875
Grant Funds	\$ 987,600	\$ 987,600
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 45,765	\$ 45,765
Development Fees	\$ 19,980	\$ 19,980
Cartersville Building Authority	\$14,194,275	\$14,194,275

Tax Allocation District	\$ 249,360	\$ 249,360
CDBG Supplemental Dis Rec	\$ 420	\$ 420

Enterprise Funds

Fiber Optics	\$ 2,361,120	\$ 2,361,120
Electric	\$48,806,080	\$48,806,080
Gas	\$34,235,980	\$34,235,980
Solid Waste	\$ 2,717,135	\$ 2,717,135
Stormwater	\$ 1,809,815	\$ 1,809,815
Water & Sewer	\$27,517,245	\$16,444,125
Water Pollution Control Plant		\$ 4,401,430
Water Treatment Plant		\$ 6,671,690

Internal Service Fund

Garage	\$ 831,460	\$ 831,460
--------	------------	------------

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ____ day of October 2018. First Reading.

ADOPTED this ____ day of November 2018. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
10/18/2018 7:00:00 PM
August 2018 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the monthly financial reports for August 2018.
City Manager's Remarks:	Tom R will present this information on Thursday evening.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of August 31, 2018

91 # water		FY 2017-18 MONTH OF August-18	FY 2018-19 MONTH OF August-18	FY 2017-18 Year to Date August-17	FY 2018-19 Year to Date August-18	100.00% OF BUDGET (Year to Date)
<i>GENERAL FUND excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,412,919	\$1,799,527	\$3,060,908	\$3,245,876	13.24%
EXPENDITURE		\$2,272,043	\$2,276,837	\$4,432,216	\$3,638,202	14.84%
Gen. Fund Net Profit (Loss)		(\$859,124)	(\$477,310)	(\$1,371,308)	(\$392,326)	
<i>WATER & SEWER</i>						
REVENUE		\$1,722,830	\$1,817,616	\$3,322,418	\$3,758,947	9.37%
EXPENDITURE		\$1,521,373	\$1,528,315	\$2,359,596	\$2,632,823	6.56%
Wtr. & Swr. Fund Net Profit (Loss)		\$201,457	\$289,301	\$962,822	\$1,126,124	
<i>GAS</i>						
REVENUE		\$1,308,247	\$1,409,634	\$2,795,194	\$3,122,854	8.68%
EXPENDITURES		\$1,818,652	\$2,057,368	\$3,134,713	\$3,296,458	9.17%
Gas Fund Net Profit (Loss)		(\$510,405)	(\$647,734)	(\$339,519)	(\$173,604)	
<i>ELECTRIC</i>						
REVENUE		\$4,613,199	\$4,689,243	\$8,833,407	\$9,114,945	18.55%
EXPENDITURES		\$4,156,560	\$4,127,049	\$8,061,194	\$7,957,299	16.20%
Electric Fund Net Profit (Loss)		\$456,639	\$562,194	\$772,213	\$1,157,646	
<i>STORMWATER</i>						
REVENUE		\$136,193	\$125,162	\$259,036	\$249,917	15.65%
EXPENDITURE		\$116,259	\$114,756	\$201,038	\$248,552	15.56%
Stormwater Fund Net Profit (Loss)		\$19,934	\$10,406	\$57,998	\$1,365	
<i>SOLID WASTE</i>						
REVENUE		\$201,593	\$207,314	\$400,906	\$412,659	15.57%
EXPENDITURE		\$224,914	\$286,087	\$325,352	\$374,600	14.14%
Solid Waste Fund Net Profit (Loss)		(\$23,321)	(\$78,773)	\$75,554	\$38,059	
<i>FIBER OPTICS</i>						
REVENUE		\$170,629	\$200,301	\$368,618	\$383,146	18.07%
EXPENDITURE		\$218,735	\$317,228	\$374,182	\$380,042	17.93%
Fiber Fund Net Profit (Loss)		(\$48,106)	(\$116,927)	(\$5,564)	\$3,104	

	Description	8/31/2018	FY 2018 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$3,245,876	\$24,516,865	13.24%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$50,563	\$2,600,910	1.94%
	Local Option Sales Tax (LOST)	\$737,754	\$3,860,000	19.11%
	Other Taxes	\$939,951	\$8,463,870	11.11%
	Building Permit & Inspection Fees	\$83,058	\$390,000	21.30%
	Fines and Forfeitures	\$71,639	\$560,000	12.79%
	Operating Transfers In-City Utilities	\$502,115	\$3,322,395	15.11%
	Other Revenues	\$860,796	\$5,319,690	16.18%
	Total Expenditures	\$3,638,202	\$24,516,865	14.84%
	Personnel Expenses	\$2,729,936	\$17,103,135	15.96%
	Operating Expenses	\$790,543	\$6,561,830	12.05%
	Capital Expenses	\$3,798	\$396,200	0.96%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
	Library Appropriations	\$113,925	\$455,700	25.00%
Water & Sewer Fund	Total Revenues	\$3,758,947	\$40,113,000	9.37%
	Water Sales	\$2,289,947	\$11,535,000	19.85%
	Sewer Sales	\$1,309,876	\$6,365,000	20.58%
	Bond Proceeds		\$20,675,000	0.00%
	Use of Reserves		\$0	#DIV/0!
	Prior Year Capacity Fees		\$810,000	0.00%
	Other Revenues	\$159,124	\$728,000	21.86%
	Total Expenditures	\$2,632,823	\$40,113,000	6.56%
	Personnel Expenses	\$556,466	\$3,752,260	14.83%
	Operating Expenses	\$388,229	\$7,821,745	4.96%
	Capital Expenses	\$513,188	\$23,030,000	2.23%
	Transfer To General Fund	\$346,304	\$2,077,820	16.67%
	Debt Payments	\$828,636	\$3,431,175	24.15%
Gas Fund	Total Revenues	\$3,122,854	\$35,962,150	8.68%
	Gas Sales	\$2,528,335	\$20,512,960	12.33%
	Gas Commodity Charge	\$240,150	\$1,300,000	18.47%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$132,500	0.00%
	Other Revenues	\$354,369	\$2,325,000	15.24%
	Use of Reserves	\$0	\$1,840,375	0.00%
	Use of Borrowed Funds	\$0	\$9,851,315	0.00%
	Total Expenses	\$3,296,458	\$35,962,150	9.17%
	Personnel Expenses	\$318,866	\$2,182,270	14.61%
	Operating Expenses	\$127,101	\$2,340,740	5.43%
	Purchase of Natural Gas	\$1,956,063	\$16,757,775	11.67%
	Transfer to General Fund	\$511,804	\$3,070,825	16.67%
	Capital Expenses	\$382,624	\$11,610,540	3.30%

	Description	8/31/2018	FY 2018 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$9,114,945	\$49,126,240	18.55%
	Electric Sales	\$8,866,653	\$47,679,830	18.60%
	Other Revenues	\$248,292	\$1,446,410	17.17%
	Total Expenses	\$7,957,299	\$49,126,240	16.20%
	Personnel Expenses	\$368,658	\$2,504,675	14.72%
	Operating Expenses	\$168,770	\$1,602,575	10.53%
	Purchase of Electricity	\$6,840,242	\$40,911,645	16.72%
	Capital Expenses	\$132,855	\$1,426,705	9.31%
	Transfer to General Fund	\$446,774	\$2,680,640	16.67%
Stormwater Fund	Total Revenues	\$249,917	\$1,597,000	15.65%
	Stormwater Revenues	\$245,775	\$1,466,000	16.77%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$4,142	\$11,000	37.65%
	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	\$248,552	\$1,597,000	15.56%
	Personnel Expenses	\$112,193	\$757,185	14.82%
	Operating Expenses	\$72,558	\$605,860	11.98%
	Capital Expenses	\$63,801	\$233,955	27.27%
Solid Waste Fund	Total Revenues	\$412,659	\$2,649,715	15.57%
	Refuse Collections Revenues	\$400,441	\$2,405,515	16.65%
	Other Revenues	\$12,218	\$52,200	23.41%
	Proceeds From Capital Leases	\$0	\$192,000	0.00%
	Total Expenses	\$374,600	\$2,649,715	14.14%
	Personnel Expenses	\$178,009	\$1,149,185	15.49%
	Operating Expenses	\$120,016	\$1,308,530	9.17%
	Capital Expenses	\$76,575	\$192,000	39.88%
Fiber Optics Fund	Total Revenues	\$383,146	\$2,120,110	18.07%
	Fiber Optics Revenues	\$350,128	\$1,871,000	18.71%
	GIS Revenues	\$19,150	\$113,200	16.92%
	Proceeds from Capital Leases	\$0	\$35,000	0.00%
	Other Revenues	\$13,868	\$100,910	13.74%
	Total Expenses	\$380,042	\$2,120,110	17.93%
	Personnel Expenses	\$121,110	\$729,540	16.60%
	Operating Expenses	\$105,221	\$859,080	12.25%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$1,432	\$9,650	0.00%
	Capital Expenses	\$152,279	\$521,840	29.18%