



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 7/19/2018
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. July 5, 2018 (Pages 1 - 9)

[Attachments](#)

B. Resolutions

1. Resolution to Create Festival Zone for Rotary Event (Pages 10 - 12)

[Attachments](#)

C. Grant Application/Acceptance

1. Local Maintenance and Improvement Grant Application (Pages 13 - 19)

[Attachments](#)

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

1. AZ18-01: 228 E Felton Rd. Annexation/Zoning. Applicant: Janice Wynn. Lots 14 and 21 in the Roving Hills Subdivision. Approximately 0.5 acres each. Zoning: A-1 to City R-20. (Pages 20 - 40)

[Attachments](#)

E. Bid Award/Purchases

1. Harris Invoice for CityView Annual Software Maintenance (Pages 41 - 43)

[Attachments](#)

F. Engineering Services

1. Center Road Sewer Replacement Inspection (Pages 44 - 52)

[Attachments](#)

G. Bid Award/Purchases

1. Water Treatment Plant Freight Elevator Repair (Pages 53 - 57)

[Attachments](#)

2. Cartersville High School Water Meter Vault (Pages 58 - 62)

[Attachments](#)

3. Barracuda Software Renewal (Pages 63 - 64)

[Attachments](#)

4. Fiber Splicing by NCI (Pages 65 - 66)

[Attachments](#)

5. Martin Robbins Fence Company (Pages 67 - 68)

[Attachments](#)

6. Camera Upgrade for Customer Service (Pages 69 - 70)

[Attachments](#)

H. Other

1. Kohl's Irrevocable Stand By Letter of Credit No. 632954-30 Amendment No. 2 (Pages 71 - 74)

[Attachments](#)

I. Monthly Financial Statement

1. May 2018 Financial Report (Pages 75 - 79)

[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
7/19/2018 7:00:00 PM
July 5, 2018

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been uploaded for your review and approval.
City Manager's Remarks:	Staff has prepared the minutes for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 July 5, 2018
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Boy Scout Troop #12

Pledge of Allegiance led by Council Member Fox.

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

Absent: Kari Hodge, Ward 1 and Taff Wren Ward 6

II. Regular Agenda

A. Council Meeting Minutes

1. June 21, 2018

A motion to approve the June 21, 2018 City Council Meeting Minutes as presented was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

B. Other

1. Property Acquisition Minutes April 19, 2018

Meredith Ulmer, City Clerk stated this is a request for approval of the property acquisition executive session minutes from April 19, 2018. Council discussed the purchase of the Dabbs Property in an amount of \$200,000 an acre and for the closing to be completed by the City Attorney.

Motion to approve the property acquisition minutes from April 19, 2018 was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

2. Change in City Ordinance 3.9 (False Alarms for Home/Business Security Systems)

David Archer, City Attorney, stated the necessity of the alarm ordinance 3.9 change is to allow invoicing of excessive false alarms as opposed to issuing citations. This is accomplished by changing the wording in the current ordinance from a “fine” to a “fee.” Fines indicate a citation must be issued to repetitive offenders of the ordinance. The ordinance change also identifies a flat fee for the fourth and subsequent false alarms within a 30-day period. The current ordinance has a fine ranging from \$200-\$500 and the new ordinance sets the rate at a flat fee of \$200. The City Attorney’s office concurs with this change and your support and approval is requested.

Motion to approve the Change in City Ordinance 3.9 False Alarms for Home/Business Security Systems was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

Ordinance no. 16-18

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 3 – ALARM SYSTEMS. SECTION 3-9. – SERVICE CHARGE RATES. IS HEREBY AMENDED BY DELETING SAID SECTION AND REPLACING IT AS FOLLOWS:

1.

Sec. 3-9. - Service charge rates.

Service charge rates for alarm systems connected pursuant to this chapter shall be as follows:

- (1) For the first violation of this section at any premises in a month, there shall be no charge.**
- (2) For the second violation of this section at any premises in a month, there shall be a service charge of fifty dollars (\$50.00).**
- (3) For the third violation of this section at any premises in a month, there shall be a service charge of one hundred dollars (\$100.00)**
- (4) For the fourth and any subsequent violation of this section at any premises in a month, there shall be a service charge of two hundred dollars (\$200.00).**
- (5) Service charges are not applicable to state, local or federal government agencies.**
- (6) Service charges shall be billed by the City and are payable as indicated on said invoice.**

2.

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

BE IT AND IT IS HEREBY ORDAINED**FIRST READING: June 21, 2018****SECOND READING: July 5, 2018**

MATTHEW J. SANTINI, MAYOR**ATTEST:**

MEREDITH ULMER, CITY CLERK**C. Public Hearing – 2nd Reading of Zoning/Annexation Requests****1. SU18-02, Special Use Permit for Outdoor Storage. Location: 929 N. Tennessee Street. Applicant: Treasure Chest Outlet. Zoning Multi Use District**

Randy Mannino, Planning and Development Department Head stated the Treasure Chest Outlet has been operating at 927 N. Tennessee St. for several years. Recently, the owner purchased 929 N. Tennessee St. immediately adjacent to the existing store for staging and outdoor storage of outdoor products. Currently, the outdoor products are being temporarily stored on an adjacent property and consist of a broad selection of concrete fountains, bird baths, statuary and clay pots. Treasure Chest Outlet wishes to store these items in the outdoor space between the 927 and 929 buildings.

Text Amendment, T18-03, approved by City Council on 5/3/18, allows outdoor storage of landscape supplies on non-residential properties in side and rear yards in the M-U district with a Special Use permit.

The floor was opened for a public hearing: Tim Garnto, applicant came forward to answer any questions.

A motion to approve SU18-02 was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

D. Resolutions**1. Time Change for Civic Youth Day, September 20, 2018**

Tamara Brock, City Manager stated this is an annual occurrence allowing the City Council to accommodate Civic Youth Day. This year Civic Youth Day is scheduled for September 20, 2018, so the time of the meeting is changed from 7 PM to 9 AM.

Council Member Roth made a motion to approve the Council Meeting Time Change for Civic Youth Day on September 20, 2018. The motion was seconded by Council Member Cooley, and carried unanimously. Vote: 4-0.

E. Bid Award/Purchases

1. Cityview Software Portal/Mobile Modules

Mr. Mannino stated the department would like to respectfully request approval of the purchase of software updates: Portal and Mobile Modules of our newly implemented CityView software. The Portal Module will eventually allow our customers to make online payments for licensing and permits. The Mobile Module will allow full interface by our building inspectors and code enforcement officers from the field, eliminating duplication of effort. This is a budgeted item. Mobile grand total: \$18,751 plus annual maintenance fee \$2,156 and Portal grand total: \$12,491 plus annual maintenance fee \$1,650. Mr. Mannino stated this is over budget by approximately \$600.00, but the funds will be pulled from somewhere else in the budget to make up for the deficient.

A motion to approve Cityview Software Portal/Mobile Modules was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

2. Bid – 18-003 Park Entrance Signs

Greg Anderson, Parks and Recreation Department Head stated bid and bid specifications were legally advertised for 3-park entrance signs: 1-Dellinger Park & 2-Sam Smith Park. This project is funded with GO Park Bond funds. The low bid in the amount of \$9,460.00 from New Beginning Signs, Cartersville GA is recommended for the creation of three redwood park entrance signs.

A motion to approve Bid -18-003 Park Entrance Signs was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

3. Center Road Pump Station Fence

Ed Mullinax, Water Engineer stated on March 15, 2018, Council authorized electrical work needed to install a diesel generator to the Center Road Pump Station. The generator was installed on 6/29/2018 and now needs to be secured. Bids were requested from the following vendors to install a vinyl coated chain link fence around the generator and pump station: Cartersville Fence Company \$6,325.00; ABC Fence 6,500.00; Bartow Fence \$7,678.42.

Mr. Mullinax recommended approval of the Cartersville Fence Company quote in the amount of \$6,325.00.

A motion to approve the Center Road Pump Station was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

Mayor Santini recused himself and exited the room.

4. Engineering & Installation for New Fiber Customer

Calvin Cooley presided over the meeting.

Dan Porta, Assistant City Manager stated FiberCom has an opportunity to serve Reicon Management locations: Booth Western Art Museum, Tellus, Corporate Office, Grand Theatre and Savoy with 1 gig of dedicated service. In order to serve Tellus, fiber must be installed along State Route 411 and the projected cost for the underground build is: NCI Underground Construction \$81,800; Luffman-Byers Engineering \$8,200; Fiber – existing equipment \$7,200; Hand Holes – existing equipment \$2,100; Inner Duct – existing equipment \$9,800; Projected Total Cost \$109,100.

Based on the 1 gig services being provided to Reicon Management, this will be a four year, two-month payback to install these five locations. Initially, the City looked at aerial installation along State Route 411, which would save approximately \$20,000 to \$25,000 and reduce the return on investment time period, however, the City's recommendation is to go with the underground fiber service, as it is less likely to be damaged. There are a number of potential customers the Fiber Department can serve along State Route 411 and if approved, the City would begin to market to these customers. Any new customers will reduce the return on investment. Funding for this build will come from the current FY 2018-19 budget and Mr. Porta recommended approval of the agreements with Luffman-Byers Engineering for \$8,200 and NCI for \$81,800.

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 Engineering & Installation for New Fiber Customer Luffman-Byers Engineering for \$8,200 and NCI for \$81,800 was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

Mayor Santini entered the room and continued presiding over the meeting.

5. City Fuel Station

Mr. Porta stated the City is constructing a fuel station at the new Gas Department Headquarters on Old Mill Road. Balfour Beatty included an amount of \$268,655 for a fuel station in their construction costs.

A fuel station could be constructed at a lower cost and issued a request for proposal to potential bidders. The city received proposals from five bidders and the base bids are as follows: Guardian Fueling \$223,888.07; SPATCO \$224,113.90; United Pump and Controls \$243,160.00; Jones & Frank \$257,945.17; Atlanta Petroleum \$262,050.00.

The best proposal was received from Guardian Fueling Technologies and is recommended for your approval. Their total quote, in the amount of \$225,188.07, includes retractable hoses, total fiberglass delivery and a sump system.

A motion to approve the quote from Guardian Fueling Technologies for the City Fuel

Station was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

F. Appointments

1. Georgia Public Web Representative

Mr. Porta stated Georgia Public Web (GPW) is a subsidiary to MEAG and the City Council needs to appoint a representative as a voting delegate. Currently, Dan serves as the voting delegate and also is a GPW Board member. Mr. Porta requested to continue as the voting delegate for the City and also requested approval to seek re-election as a GPW Board member.

A motion to approve Georgia Public Web Representative was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

G. Contracts/Agreements

1. USIS Workers Compensation TPA Agreement

Mr. Porta stated USIS is the third-party administrator that processes the City's workers' compensation claims and has been since the City went self-insured in 2007. The premium for this service remains at the same annual rate of \$9,900 and approval of this contract renewal is recommended.

A motion to approve USIS Workers Compensation TPA Agreement was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

2. Geo-Hydro Engineers Agreements

Mr. Porta stated the City has received two proposals from Geo-Hydro Engineers for subsurface and construction materials testing at the new Fire Station #3. The subsurface testing will cost \$3,500 and the estimated total for the construction materials testing is \$24,367.20. Mr. Porta recommended approval of these two proposals which are funded through 2014 SPLOST funds.

A motion to approve the Geo-Hydro Engineers Agreements was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

3. Intergovernmental Relocation Agreement

Michael Hill, Assistant Gas Department Head stated this Intergovernmental Relocation Agreement between Bartow County and the City of Cartersville would allow for the relocation of natural gas utility infrastructure outside of the existing public right-of-way in conflict with the Cassville-White Road improvements, Project 3001044. Bartow County will reimburse the

City for the cost of the facilities within the easement.

Council Member Roth made a motion to approve the Intergovernmental Relocation Agreement. The motion was seconded by Council Member Fox and carried unanimously. Vote:4-0.

4. Toyo Relocation Agreement

Mr. Hill stated Toyo has proposed a plant expansion which includes the addition of a railroad spur track. This track is in conflict with our existing high pressure natural gas line. We have estimated the relocation of the existing natural gas line to avoid the conflict to be approximately \$33,000.00.

A motion to approve Toyo Relocation Agreement was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

H. Surplus Equipment

1. Surplus and Sale of 1996 Pierce Fire Truck

Chief Carter stated with the addition of the newest fire truck, the Fire Department is looking to remove one from our fleet. Chief Carter respectfully requested to surplus the 1996 Pierce Saber – VIN #4P1CT02U6TA000756. With this potential surplus, City Fire has been asked by Haralson County Fire Department and Haralson County Board of Commissioners to consider a direct sale to their government. This truck has been valued by Ten-8 Fire Equipment, our Pierce dealer, at a price of \$10,000.00. Haralson County has agreed to an asking price of \$9,000.00. The sale of this vehicle would be done As Is with no warranty given or implied. Our request would be to surplus this vehicle and provide a direct sale to Haralson County for the amount and stipulations provided. The City would also request that legal counsel provide all documents to complete this transaction and that the Mayor be authorized to sign all required documents related to this surplus and sale.

A motion to approve Surplus and Sale of 1996 Pierce Fire Truck to Haralson County surplus and direct sale was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 4-0.

Announcements: The Mayor thanked City Staff for their hard work ensuring safety during the 4th of July celebration.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini

Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
7/19/2018 7:00:00 PM
Resolution to Create Festival Zone for Rotary Event

SubCategory:	Resolutions
Department Name:	Downtown Development Authority
Department Summary Recommendation:	The Rotary Club of Bartow County would like to create a festival zone for the entire downtown square to host the first annual Cartersville Beer Festival with all proceeds going to local charities/causes. They want to create a family-friendly event to include kid's activities, music, and vendors in addition to the beer festival. Staff recommends approval of this request.
City Manager's Remarks:	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 June 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the Rotary Club of Bartow County to host the first annual Cartersville Beer Festival, to be held downtown on Saturday, March 30, 2019; and

WHEREAS, the DDA Board recommends for the Cartersville Beer Festival that the downtown square from Church Street to Main Street and Gilmer Street to Erwin Street be designated a controlled Festival Zone allowing 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, a designated festival manager, in conjunction with law enforcement officers, will ensure the safety of all guests, and keep those with alcoholic beverages within the allotted Festival Zone, which will be denoted with ample signage; and

WHEREAS, the Director of Planning and Development will receive the proposal and application and approve the events with the understanding that alcoholic beverages will only be sold by an approved and permitted entity;

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the first annual Cartersville Beer Festival, planned and implemented by the Rotary Club of Bartow County, be designated a Community Festival.

ADOPTED this the 19th day of July 2018.

**/s/ _____
Matt Santini
Mayor**

ATTEST:

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

Proposed area of Festival Zone for Cartersville Beer Festival



To include:

Cherokee Ave from Gilmer to Erwin
 Church Street (under bridge) from RR tracks to Gilmer
 Wall Street and Public Square



City of Cartersville

**City Council Meeting
7/19/2018 7:00:00 PM
Local Maintenance and Improvement Grant Application**

SubCategory:	Grant Application/Acceptance
Department Name:	Public Works
Department Summary Recommendation:	Public Works is seeking permission for the Mayor to sign the Local Maintenance and Improvement Grant (LMIG) application and cover letter to GDOT for FY 2019. The grant is for \$258,179.24 and requires a 30% match which is budgeted. The proposed projects include resurfacing Riverside Drive, Curtis Court and Waterford Drive. The match will be provided with the Cook Street Culvert Project which is funded with SPLOST and Stormwater. We recommend approval of this item.
City Manager's Remarks:	The Local Maintenance and Improvement Grant Application is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 15, 2018

Mr. Matt Santini, Mayor
City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120-1390

RE: Fiscal Year 2019 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Santini:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2019 LMIG Program on July 1, 2018. Please complete the attached application along with your Project Report form containing the road name, length of project, termini, type of work, project cost and construction let date. As a reminder, please mail your application package to the Cartersville District Office at **P.O. Box 10, Cartersville, Georgia 30120 Attn: Carla Ham** instead of the Local Grants Office in Atlanta. All LMIG applications must be received in the District Office no later than January 1, 2019.

Your formula amount for the 2019 Program is **\$258,179.24** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The General Guidelines and Rules and other pertinent reports can be found on the Department's website at www.dot.ga.gov/ps/local/lmig. We must receive a satisfactory status letter of your previous LMIG Grants before approval can be given on your FY 2019 application.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

Russell R. McMurry, P.E.
Commissioner

RRM:KHM
Attachments

Cc: Mr. DeWayne Comer, P.E.; Hon. Bruce Thompson; Hon. Chuck Hufstetler; Hon. Christian Coomer; Hon. Paul Battles; Mr. Jeff Lewis; Files



City of Cartersville

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

July 19, 2018

Ms. Carla Ham
District Six Local Grants Engineer
Georgia Department of Transportation
P.O. Box 10
Cartersville, GA 30120

RE: FY2019 LMIG

Dear Ms. Ham,

Our FY2019 LMIG Application, Status Report, and Project List are attached. The projects we are requesting are for the resurfacing of three streets in the City of Cartersville and a culvert improvement project.

Please do not hesitate to contact us if there is additional information or further action required regarding these projects.

Sincerely,

Matthew J. Santini
Mayor

cc: Tommy Sanders, Public Works Director



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

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



Item # 5

Revised 8/1/2017

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2019
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: 07/19/2018
 Name of local government: CITY OF CARTERSVILLE
 Address: P.O. BOX 1390 CARTERSVILLE GA 30120
 Contact Person and Title: TOMMY SANDERS, PUBLIC WORKS DIRECTOR
 Contact Person's Phone Number: 770-606-6493
 Contact Person's Fax Number: 770-387-5697
 Contact Person's Email: TSANDERS@CITYOFCARTERSVILLE.ORG

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, MATTHEW J. SANTINI (Name), the MAYOR (Title), on behalf of CITY OF CARTERSVILLE (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

Revised 8/1/2017

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2019**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

109605
E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

_____(Print)

This ____ day of ____, 20__.

Mayor / Commission Chairperson

In the presence of:

_____(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This ____ day of ____, 20__.

GDOT Office of Local Grants

City of Cartersville							
FY 2018 LMIG Status Update							
Priority	Road Name	Length(FT)	Begin	End	Type of Work	Project Costs	Status
1	Thoroughbred Lane	2000	South Erwin St	Georgia Blvd	Mill,Patch,Spot Level,Resurface	\$ 44,538.12	Completed
2	Saddlebrook Drive	1250	Georgia Blvd	Thoroughbred Lane	Mill,Patch,Spot Level,Resurface	\$ 26,750.00	Completed
3	Starting Gate Drive	600	Thoroughbred Lane	Bartow Street	Mill,Patch,Spot Level,Resurface	\$ 13,200.00	Completed
4	Horseshoe Court	4845	Thoroughbred Lane	Culdesac	Mill,Patch,Spot Level,Resurface	\$ 7,625.00	Completed
5	Ponders Road	1910	Center Road	Dead End	Mill,Patch,Spot Level,Resurface	\$ 51,253.00	Completed
6	McKinley Court	620	Ponders Road	Culdesac	Mill,Patch,Spot Level,Resurface	\$ 16,475.00	Completed
7	Everest Drive	860	Ponders Road	Culdesac	Mill,Patch,Spot Level,Resurface	\$ 23,849.00	Completed
8	Center Road	1000	US 41	Ann Circle	Deep Patch Only	\$ 32,400.00	Completed
9	Sugar Valley Road	4313	SR 293	Burnt Hickory Road	Patch,Spot Level,Resurface	\$ 67,042.00	Completed
10	Carrington Drive	2080	Douthitt Ferry Road	Culdesac	Mill,Patch,Spot Level,Resurface	\$ 49,625.00	Completed
11	Preliminary Engineering					\$ 2,000.00	
12	Construction Inspection					\$ 4,800.00	

\$ 339,557.12

Paved by Bartow Paving, total contract amount of \$489,829.62

City of Cartersville FY 2019 LMIG Project List							
Priority	Road Name	Length(FT)	Begin	End	Type of Work	Project Costs	Scheduled
1	Riverside Drive	3965	West Ave/SR 113	Culdesac	Deep Patch,Spot Level,Resurface	\$ 119,000.00	Summer 2019
2	Curtis Court	2325	Riverside Drive	Culdesac	Deep Patch,Spot Level,Resurface	\$ 52,000.00	Summer 2019
3	Waterford Drive	2158	Pvmt Joint at 481	Galway Drive	Deep Patch,Spot Level,Resurface	\$ 34,000.00	Summer 2019
4	Cook Street Culvert Improvement Project	120	Cook St at RR ditch	Cook St at RR ditch	Add barrel to culvert and misc.	\$ 235,000.00	Summer 2019
5	Preliminary Engineering					\$ 6,200.00	
6	Construction Inspection					\$ 8,400.00	
		8568				\$ 454,600.00	

1.62 miles



City of Cartersville

City Council Meeting

7/19/2018 7:00:00 PM

AZ18-01: 228 E Felton Rd. Annexation/Zoning. Applicant: Janice Wynn. Lots 14 and 21 in the Roving Hills Subdivision. Approximately 0.5 acres each. Zoning: A-1 to City R-20.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The annexation and zoning request is to include the two residential properties, Lots 14 (228 E. Felton Rd) and 21(undeveloped), in the City Limits so future owners may utilize the Cartersville School System. This is an important selling point for the owner. The owner recently purchased both lots and is renovating the house on Lot 14 with the intention to sell both lots when the renovation is complete. Each lot is approximately 0.5 acres. All Unincorporated lots are zoned A-1 which allows for large lot, single family detached homes. The proposed R-20 city zoning is compatible with A-1 and should have no effect on the development or character of the neighborhood.
City Manager's Remarks:	No negative impacts have been identified with this request. This annexation will help fill holes within the city limits. Your approval of this items is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ18-01

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Janice Wynn, owner, Trade Wynn Custom Homes, LLC.
Representative: Same
Total Acreage: Approx. 1.05 (0.5 acres/ each lot)

LAND USE INFORMATION

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

Current Zoning of Adjacent Property:

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

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 119 **Ward:** 6 **Council Member:** Taff Wren

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

The Future Land Use Map designates adjacent or nearby city properties as: Low- Medium Density Residential.

ANALYSIS

City Departments Reviews

Electric:

Takes no exception.

Fibercom:

Takes no exception.

Fire:

Takes no exception.

Gas:

Takes no exception.

Public Works:

No comments received

Water and Sewer:

Cartersville Water Dept currently serves the water to this location. However, the sewer is served by the Bartow County Water Dept. Cartersville Water has no plans to extend sewer, and this location will have to continue using Bartow County for sewer service.

Once annexation is complete, the owner can contact Cartersville Water Dept to have rates adjusted to City of Cartersville rates.

Public comments:

No comments received

REQUEST SUMMARY:

The annexation and zoning request is to include the two residential properties, Lots 14 (228 E. Felton Rd) and 21(undeveloped), in the City Limits so future owners may utilize the Cartersville School System. This is an important selling point for the owner. The owner recently purchased both lots and is renovating the house on Lot 14 with the intention to sell both lots when the renovation is complete. Each lot is approximately 0.5 acres.

Approximately 59 lots, 0.5 +/- acres in area, were platted in 1964 for the development of the Rolling Hills residential subdivision, including Lots 14 and 21. Twenty-eight (28) lots are currently in the City Limits and seven (7) lots are undeveloped. All of the developed lots are single family detached homes.

All Unincorporated lots are zoned A-1 which allows for large lot, single family detached homes. The proposed R-20 city zoning is compatible with A-1 and should have no effect on the development or character of the neighborhood.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The R-20 district is an appropriate zoning category for the adjacent and nearby properties which are zoned R-20 or Unincorporated A-1.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use of adjacent property.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned, the property would continue to be used for single family detached residential.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools; however, comments, if any, from the Cartersville school superintendent have not been received.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The annexation and zoning would conform to the city's land use plan for the area.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect compared to the existing land use.

- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
No additional conditions are known.

RECOMMENDATION

No negative impacts have been identified. The proposed annexations will help to fill “holes” within the city limits. Staff recommends approval.

PLANNING COMMISSION RECOMMENDATION:

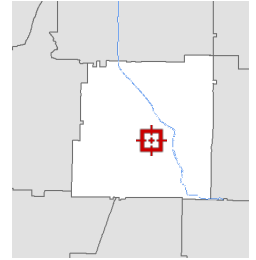
**Planning Commission recommends Approval
(4-0)**



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 0078B-0003-043
Sec/Twp/Rng n/a

Alternate ID 19603
Class Residential

Owner Address CRUMLEY MARTHA LEIGH ANN
26 WELLS DR

Item # 4

Property Address	228 FELTON RD Bartow County	Acreage	n/a	KINGSTON GA 301452401
District	Bartow County			
Brief Tax Description	LL 119 D 4 LOT 14 FELTON & 21 ROVING HILLS (Note: Not to be used on legal documents)			

Date created: 6/22/2018

Last Data Uploaded: 6/22/2018 1:36:01 PM

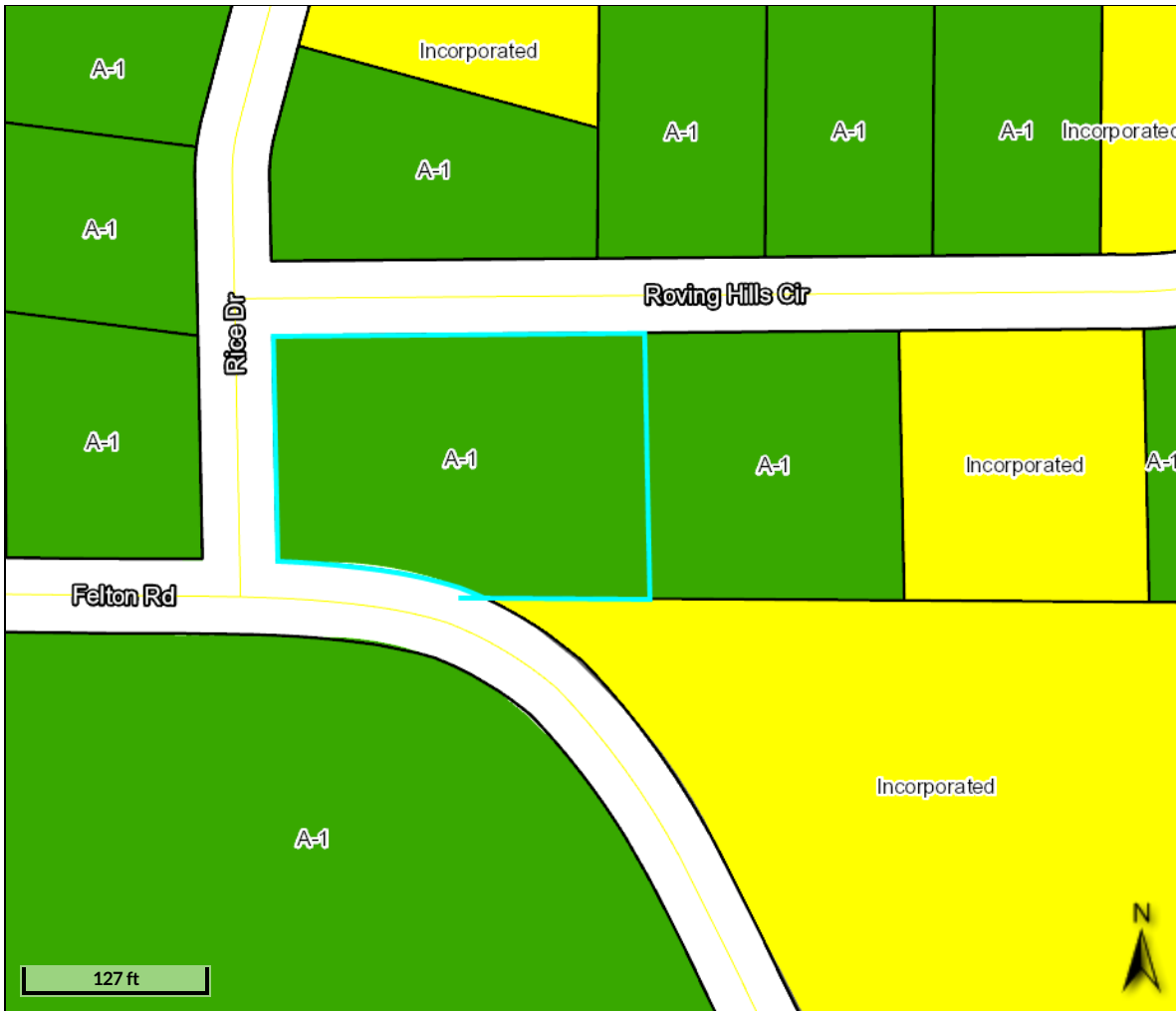
Developed by



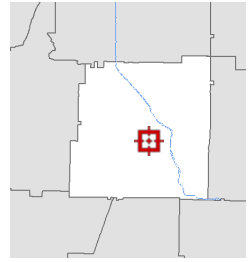


qPublic.net™

Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels
- Bartow County Zoning**
 - BPD (wC)
 - Unknown
 - R7 (wC)
 - R-7
 - A-1
 - A1CU
 - A1 (wC)
 - BPD
 - C-1
 - C1CU
 - C1 (wC)
 - CN
 - CNCU
 - CN (wC)
 - Conditional Use
 - I-1
 - I-2
 - I1CU
 - I1 (wC)
 - I2CU
 - I2 (wC)
 - Incorporated
 - M-1
 - M1CU
 - M1 (wC)
 - O/I
 - OICU
 - OI (wC)
 - PUD
 - PUDCU
 - PUD (wC)
 - R-1
 - R-2
 - R-3

Item # 4

	R-3
	R-4
	R1CU
	R1(wC)
	R2CU
	R2(wC)
	R3CU
	R3(wC)
	R4CU
	R4(wC)
	RE-1
	RE-2
	RE1CU
	RE1(wC)
	RE2CU
	RE2(wC)
	Zoning with Conditions

Parcel ID	0078B-0003-043	Alternate ID	19603	Owner Address	CRUMLEY MARTHA LEIGH ANN
Sec/Twp/Rng	n/a	Class	Residential		26 WELLS DR
Property Address	228 FELTON RD	Acreage	n/a		KINGSTON GA 301452401
	Bartow County				
District	Bartow County				
Brief Tax Description	LL 119 D 4 LOT 14 FELTON & 21 ROVING HILLS				
	(Note: Not to be used on legal documents)				

Date created: 6/22/2018

Last Data Uploaded: 6/22/2018 1:36:01 PM

Developed by



Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ 18-01
Date Received: 6-7-18

Public Hearing Dates:

Planning Commission 7/10/18 5:30pm 1st City Council 7/19 7:00pm 2nd City Council 8/2 7:00pm

TRAE-WYNN CUSTOM HOMES, LLC

Applicant (printed name) <u>JANICE WYNN</u>	Office Phone <u>770 834-8484</u>
Address <u>143 Cass-White Rd</u>	Mobile/ Other Phone <u>404-392-4657</u>
City <u>Cartersville</u> State <u>Ga.</u> Zip <u>30121</u>	Email <u>janicewynn@comcast.net</u>
Representative's printed name (if other than applicant) _____	
Phone (Rep) _____	
Email (Rep) _____	
Representative Signature _____	Applicant Signature <u>Janice B. Wynn</u>
Signed, sealed and delivered in presence of: <u>Samantha Dover</u>	My commission expires: <u>12-19</u>
Notary Public	

Item # 4

* Titleholder <u>JANICE WYNN</u>	Phone <u>404-392-4657</u>
(titleholder's printed name)	
Address <u>143 Cass-White Rd</u>	Email <u>janicewynn@comcast.net</u>
Signature <u>Janice Wynn</u>	
Signed, sealed, delivered in presence of: <u>Samantha Dover</u>	My commission expires: <u>12-19</u>
Notary Public	

Present Zoning District <u>Bartow County</u>	Requested Zoning <u>City of Cartersville</u>
Acreage <u>0.50 +/-</u>	Land Lot(s) <u>21-14</u> District(s) <u>4th</u> Section(s) <u>3rd</u>
Location of Property: <u>228 E. Telton Rd Cartersville, Ga. 30121</u> (street address, nearest intersections, etc.)	
Reason for Rezoning Request: <u>city school system. Some of the homes in this neighborhood are already in city</u> (attach additional statement as necessary)	

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

Tax Map Parcel(s) # 00 788-0003-043 Lot 14 Voting Ward(s) 6 - where

Current Land Use A-1 Residential Current Zoning R-3 Residential

Proposed Land Use ~~A-1~~ R-20 & Residential Proposed Zoning R-20

Number of Dwelling Units 1 (Existing) Number of Occupants UNK

Owner Occupied? Yes _____ No ☒

Racial Composition UNK

Number of School-aged Children UNK Grade Level(s) of School-aged Children UNK

School(s) to be attended: City

Current Utility Service Providers (Check Service provider or list if Other)

Water: ☒ City _____ County _____ Well/ Other _____

Sewer: _____ City ☒ County _____ Septic/ Other _____

Natural Gas: ☒ City _____ Other (List) _____

Electricity: _____ City ☒ GA Power _____ Greystone _____
Other (List) _____

Item # 4

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

Tax Map Parcel(s) # 00 788-0003-043 Lot 21 Voting Ward(s) 6- WREN

Current Land Use A-1 Residential Current Zoning R-3 Residential

Proposed Land Use R-20 Residential Proposed Zoning R-20

Number of Dwelling Units 1 Number of Occupants UNK

Owner Occupied? Yes _____ No ☒

Racial Composition UNK

Number of School-aged Children UNK Grade Level(s) of School-aged Children UNK

School(s) to be attended: City

Current Utility Service Providers (Check Service provider or list if Other)

Water: ☒ City _____ County _____ Well/ Other _____

Sewer: _____ City ☒ County _____ Septic/ Other _____

Natural Gas: ☒ City _____ Other (List) _____

Electricity: _____ City ☒ GA Power _____ Greystone _____

_____ Other (List) _____

Item # 4

SURVEYOR'S CERTIFICATE

That the undersigned, a Georgia Registered Land Surveyor, on behalf of the above Annexation/ zoning applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

Date

N/A Lot of 1000 sq ft (Seal)
Georgia Registered Land Surveyor
See Attached

ZONING ADMINISTRATOR:

1. Case Number: _____

2. Yes ☒ No ☐

The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

3. Survey attached? Yes

Date

6-7-18

Dail Huley
Zoning Administrator

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: June 6, 2018

Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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

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

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

Jayce Wynn 6/6/18
 Signature Date
Jayce Wynn
 Print Name

Item # 4

NOTICE OF PUBLIC HEARING

The City of Cartersville Planning Commission will hold a public meeting on _____ at 5:30 p.m. in the City Hall Council Chambers, 3rd Floor, City Hall at 10 North Public Square, Cartersville, GA 30120.

The Planning Commission will review an application by Janice Wilson requesting rezoning for property located at 228 E. Felton Rd. in Land Lot(s) 14 & 21 of the 4th District, 3rd Section, from the _____ zoning district to the _____ zoning district.

Said property contains _____ acres.

The Cartersville City Council will hold the first reading on _____ at 7:00 p.m. in the City Hall Council Chambers to consider the recommendation of the Planning Commission on the above mentioned application. The Cartersville City Council will have a second reading and final action on said application on _____ at 7:00 p.m. in the City Hall Council Chambers.

Please contact the City of Cartersville Planning & Development at City Hall, 2nd Floor, 10 North Public Square, Cartersville, Georgia 30120 or (770) 387-5600 to receive information on the filing thereof.

If you have interest in the proposed rezoning as stated above, you are encouraged to attend the meetings as stated herein.

CITY OF CARTERSVILLE

Case # _____

JUNE 27, 1964
SCALE 1"=100'

SECTION "C"
OF THE
WILLIAM H. FELTON
SUBDIVISION
IN LAND LOTS 119 & 120
4TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GEORGIA

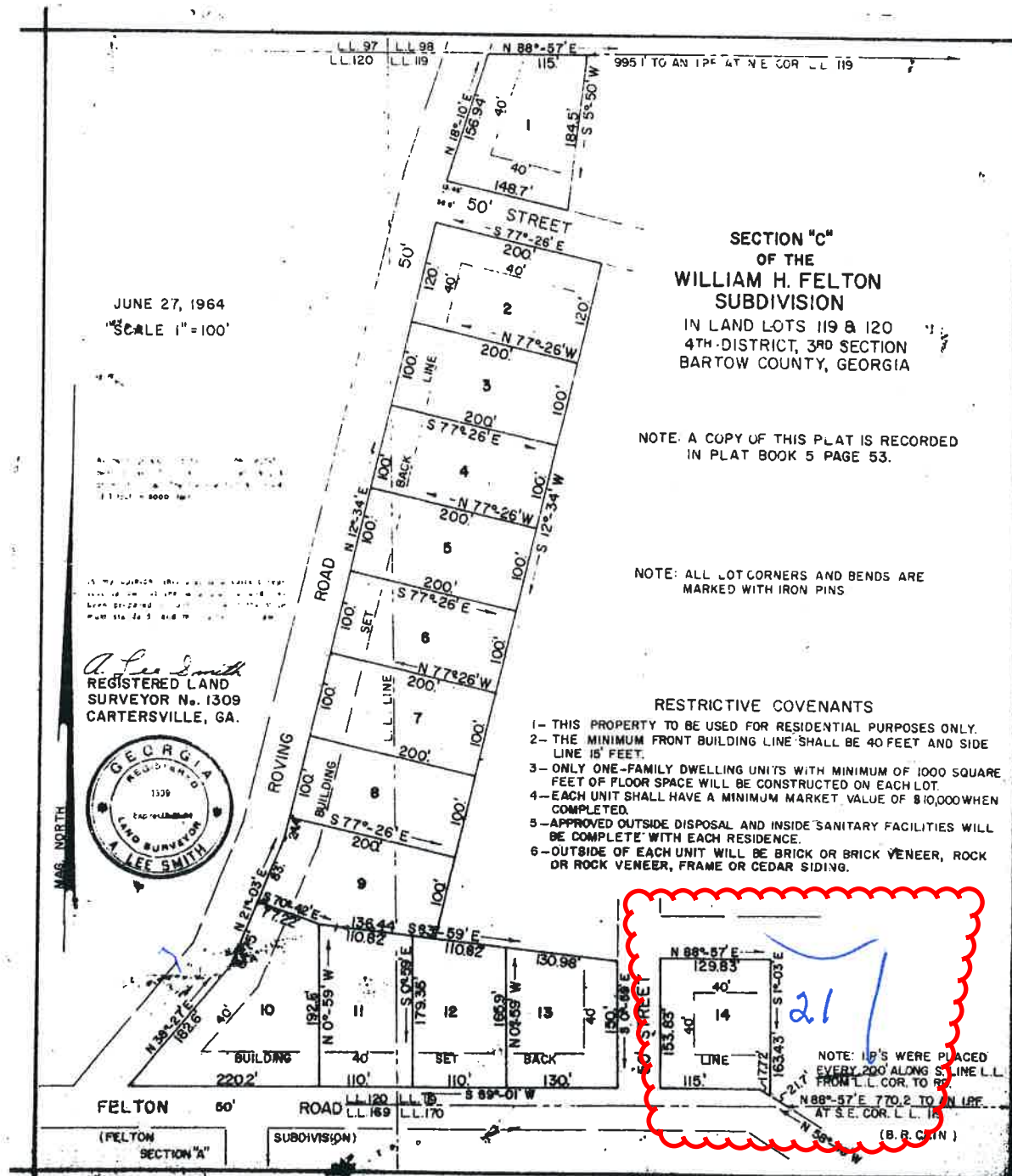
NOTE: A COPY OF THIS PLAT IS RECORDED
IN PLAT BOOK 5 PAGE 53.

NOTE: ALL LOT CORNERS AND BENDS ARE
MARKED WITH IRON PINS

RESTRICTIVE COVENANTS

- 1- THIS PROPERTY TO BE USED FOR RESIDENTIAL PURPOSES ONLY.
- 2- THE MINIMUM FRONT BUILDING LINE SHALL BE 40 FEET AND SIDE LINE 15 FEET.
- 3- ONLY ONE-FAMILY DWELLING UNITS WITH MINIMUM OF 1000 SQUARE FEET OF FLOOR SPACE WILL BE CONSTRUCTED ON EACH LOT.
- 4- EACH UNIT SHALL HAVE A MINIMUM MARKET VALUE OF \$10,000 WHEN COMPLETED.
- 5- APPROVED OUTSIDE DISPOSAL AND INSIDE SANITARY FACILITIES WILL BE COMPLETE WITH EACH RESIDENCE.
- 6- OUTSIDE OF EACH UNIT WILL BE BRICK OR BRICK VENEER, ROCK OR ROCK VENEER, FRAME OR CEDAR SIDING.

A. Lee Smith
REGISTERED LAND
SURVEYOR No. 1309
CARTERSVILLE, GA.



FELTON
(FELTON
SECTION "A"
SUBDIVISION)

RECORDED JULY 5, 1964 - W. H. Bradley, C. S. S.

AZ18-01. 228 E Felton Rd. Images taken 7-5-18



AZ18-01. 228 E Felton Rd. Images taken 7-5-18



228 E. Felton
Rd. (LOT 14).
View from
Roving Hills
Cir and Rice
Dr.

Item # 4

AZ18-01. 228 E Felton Rd. Images taken 7-5-18



228 E. Felton Rd. (LOT 14).
View from E. Felton Rd. and Rice Dr.



228 E. Felton Rd. (LOT 14).
View from E. Felton Rd.

AZ18-01. 228 E Felton Rd. Images Taken 6-18-18.





City of Cartersville

City Council Meeting

7/19/2018 7:00:00 PM

Harris Invoice for CityView Annual Software Maintenance

SubCategory:	Bid Award/Purchases
Department Name:	Planning and Development
Department Summary Recommendation:	This is the Harris Invoice for the CityView Annual Software Maintenance in an amount of \$13,027.87. This is a budgeted item and is recommended for approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Statement of Account

Account CAR1102

Jul-12-18
Cartersville, City of
Accounts Payable
1 N. Erwin St. P.O. Box 1390

Cartersville, GA 30120

Dear Accounts Payable,

Please see below for a current standing of account:

Type	Reference	Invoice Date	Invoice Amount
Invoice	MN00108100	25 Apr 2018	US\$ 13,027.87
Total:			US\$ 13,027.87

If you have any questions about the above summary or need a copy of any invoices listed, please contact me via email at CKwok@harriscomputer.com.

If payment is in \$USD, payment can be remitted to:
62133 Collections Center Drive, Chicago, IL 60693

If payment is in \$CAD, payment can be remitted to:
c/o 913020, PO Box 4090 STN A, Toronto, ON M5W 0E9

If payment has already been made within the last 2 weeks on the invoices listed, please disregard this summary.

Thank you for your time. I look forward to hearing from you.

Sincerely,

Cyrene Kwok
Accounts Receivable, Finance



Invoice
Date
Page

MN00108100
4/25/2018
1 of 1

Remit To: Harris Computer Systems
62133 Collections Center Drive
Chicago, IL 60693-0621

Bill to

Cartersville, City of
Dan Porta
1 N. Erwin St. P.O. Box 1390
Cartersville, GA 30120
USA

Ship To

Cartersville, City of
Dan Porta
1 N. Erwin St. P.O. Box 1390
Cartersville, GA 30120
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	CAR1102	MICHAEL HIGGIN	DELIVERY	

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	MUNICIPAL MAINT	Annual Software Maintenance term for CityView software: 7/1/2018 to 6/30/2019 Please note: This year's Maintenance fees have been subjected to a 4% increase. Maintenance includes registration fees for 0 participants in the 2018 Harris Customer Training Conference in Chicago, IL.	US\$13,027.87	US\$13,027.87
Invoice Questions? Please call Cyrene Kwok at 1-888-847-7747 ext 2699 OR e-mail CKwok@harriscomputer.com			Subtotal	US\$13,027.87
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$13,027.87

Items # 5



City of Cartersville

City Council Meeting
7/19/2018 7:00:00 PM
Center Road Sewer Replacement Inspection

SubCategory:	Engineering Services
Department Name:	Water
Department Summary Recommendation:	On 2/13/2018, Council authorized construction of the Center Road Sewer Replacement Project by Wade Coots Construction in the amount of \$849,005.00. The project began in early May and has reached the most difficult stage of construction. From this point forward, bypass pumping and reconnection of the sewer will take place every day. Additionally, there is a stream crossing and very tight construction limits for the remainder of the job. For these reasons, it is necessary to have a resident inspector onsite daily until the job is completed. Sweitzer Engineering is the design engineer for the project and was asked to provide pricing for the necessary services. Per their attached proposal dated July 10, 2018, they have given a not to exceed price of \$58,000 for construction administration and onsite inspection. I recommend approval of this proposal.
City Manager's Remarks:	Your approval of the inspector for Sweitzer Engineering is recommended.
Financial/Budget Certification:	This is a budgeted item. The project is funded with sewer capacity fees and all expenses will be paid through account 505.3320.54.3381.
Legal:	
Associated Information:	

SWEITZER ENGINEERING, INC.

Consulting Engineers

July 10, 2018

Mr. Bob Jones
Director
Cartersville Water Department
148 Walnut Grove Road
Cartersville, Georgia 30120

Re: Professional Engineering Services for Center Road Sanitary Sewer Replacement,
Engineer's Project Number 338-106

Dear Mr. Jones:

As requested, we are pleased to submit this letter as an Amendment to the existing Letter-Agreement for professional engineering services between the City of Cartersville, Georgia, (Owner) and Sweitzer Engineering, Inc. (Engineer), effective date July 11, 2017. This Amendment will authorize engineering services during the Construction Phase for the Center Road Sanitary Sewer Replacement project (the Project).

Project Understanding:

We understand that the City of Cartersville is has awarded a construction contract to Wade Coots Company, Inc. and is proceeding to construct the Project, a new 24-inch gravity sewer approximately 1,500 feet in length along Center Road beginning at Wansley Drive and terminating at Ann Circle.

We understand that the City has obtained required easements and regulatory approvals necessary for the proposed sewer installation.

We understand that the City requires full-service engineering for the Construction phase of the Project, including Resident Representative Services.

Scope of Engineering Services:

We will provide Construction Administration Services and Resident Project Representative Services as set forth in the amended General Provisions, on an hourly basis.

Engineering Fees:

Sweitzer Engineering, Inc. proposes to provide services during the construction phase of the Project for the following fees:

Basic services during the Construction Phase, hourly plus reimbursable expenses, not to exceed **\$25,500** unless authorized.

Resident Project Representative Services, hourly plus reimbursable expenses, not to exceed **\$32,500** unless authorized.

SWEITZER ENGINEERING, INC.

Consulting Engineers

Mr. Bob Jones

July 10, 2018

Page 2 of 2

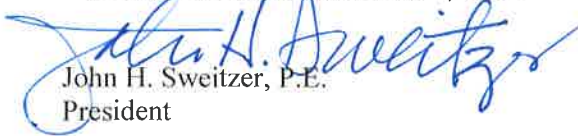
Our professional services under this Letter-Agreement will be undertaken in accordance with terms and conditions of the amended General Provisions which are attached hereto and made a part of this Letter-Agreement by reference for our services during the Construction Phase of the Project.

Thank you for this opportunity to serve the City of Cartersville. Please call if you have any questions or wish to discuss any of the items contained in this proposal

If this proposal is acceptable, please sign and date below. Receipt of a signed and dated copy will be our authorization to proceed.

Sincerely,

SWEITZER ENGINEERING, INC.


John H. Sweitzer, P.E.
President

Encl: General Provisions, 5 pages
Exhibit A - Standard Billing Rates

Acceptance:

The above is understood and accepted this _____ day of _____, 2018, which will be the effective date of this Amendment.

CITY OF CARTERSVILLE, GEORGIA

ATTEST:

By: _____
(Signature)

(Name typed or printed)

(Title)

(Signature)

Meredith Ulmer
(Name)

City Clerk
(Title)

(Seal)

Item # 6

GENERAL PROVISIONS

Attached to and made part of the Letter-Agreement dated _____, 2018 between the **CITY OF CARTERSVILLE, GEORGIA** (Owner), a political subdivision of the State of Georgia and **SWEITZER ENGINEERING, INC.**, (Engineer), a corporation authorized to conduct business in the State of Georgia.

SECTION 1 – BASIC SERVICES OF THE ENGINEER

1.1 Scope The services as described in attached Letter-Agreement for Owner's project (Project).

1.1.1 Engineer, serving as Owner's professional engineering representative for the Project shall perform professional services consisting of civil engineering and other engineering services customary and incidental thereto.

1.2 Initial Studies Phase Engineer shall:

1.2.1 Consult with Owner to clarify the scope and define Owner's requirements for the Project and prepare preliminary documents consisting of conceptual design criteria, hydraulic calculations, preliminary sketches, and preliminary opinions of probable construction cost, as appropriate.

1.2.2 Advise Owner as to the necessity of Owner's providing, or obtaining from others, data or services of the types described in Section 3.1.2. Act as Owner's representative in connection with any such services.

1.2.3 Review available data and provide analyses of Owner's needs; provide a general analysis of various alternatives for the Project.

1.2.4 Provide recommendations and other general consultation and advice relative to the Project, as appropriate.

1.3 Design Phase Engineer shall:

1.3.1. On the basis of Initial Studies Phase documents accepted by the Owner, prepare final Drawings and Specifications to show the character and extent of the Work to be performed, with such final Drawings and Specifications (the Design Phase documents) being sufficient and adequate to enable the Owner to accurately bid the Work required to complete the Project.

1.3.2 Provide technical criteria, written descriptions and design data for Owner's use in applying for permits and approvals of government authorities having jurisdiction to review or approve the final design of the Project, if any, and assist Owner in consultations with the appropriate authorities.

1.3.3 Provide a preliminary opinion of probable Construction Cost and opinion of probable Total Project Cost.

1.3.4 Assist in the preparation of bidding information, quantity take-offs, and bidding requirements by Owner, its legal counsel and other advisors, and assist in the preparation of other related documents appropriate for bidding.

1.3.5 Furnish four (4) copies of the final Design Phase documents and review them with the Owner for approval.

1.3.6 After acceptance by Owner of the Final Design Phase documents and the most recent opinion of probable Construction Cost, furnish approved Drawings, Specifications, and bidding documents in .pdf form for use by others to conduct the Bidding Phase.

1.4 Bidding Phase Engineer shall:

1.4.1 Assist Owner in evaluating bids or proposals for the Work obtained by others.

1.4.2 Prepare Addenda as appropriate to clarify, correct or change the Bidding Documents and consult with Owner as to the acceptability of subcontractors, vendors, suppliers, etc. proposed by Contractors for the Work.

1.4.3. Consult with and advise Owner as to acceptability of substitute materials and equipment for the Work proposed by Bidders.

1.4.4 Assist Owner in evaluating Bids or proposals obtained by others and advise Owner as to recommendation of award.

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1.5 Construction Phase – Engineer shall, when authorized by Owner and upon execution of the Construction Contract for the Work by others:

1.5.1 Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor shall be issued by through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor. The Engineer shall not have authority to bind the Owner as to any change in the Contract Price or to the Contract Time as expressed in the construction contract between Owner and Contractor.

1.5.2. Engineer will participate with Owner and Contractor in a pre-construction conference prior to commencement of Work at the site.

1.5.3 In connection with observations of Work in progress, make visits to the construction site as Engineer deems, necessary, but not less than once per month, to observe the progress and quality of Contractor's executed Work and to determine in general if such Work is proceeding in accordance with the approved Contract Documents. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Contract Documents, but rather are to be limited to general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.

1.5.4 The Engineer shall give prompt notice to the Owner if the Engineer observes any material defect or deficiency in the Work and Engineer shall keep Owner informed of the progress of the Work. The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.5.8 below.

1.5.5 If requested, provide services of a Resident Project Representative (RPR), as Additional Services, at the site under Engineer's supervision to assist the Engineer and provide more extensive observation of the Work under terms and conditions expressly set forth herein. The furnishing of such RPR's services will not limit, extend or modify Engineer's responsibilities or authority.

1.5.6 Review Contractor's construction schedules and schedule of values; review shop drawings, samples, reports of tests and inspections, and other data which Contractor is required to submit to Owner.

1.5.7 Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Subject to limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. Recommend Change Orders and work change directives to Owner as appropriate, and prepare change orders and work change directives as required.

1.5.8 Engineer (including the Resident Project Representative, if any) shall not, during site visits or as a result of such observations of Contractor's work in progress supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

1.5.9 Engineer (including the Resident Project Representative, if any) shall not be responsible for acts or omissions of the Owner, any Contractor, or any subcontractors or suppliers, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise performing any of the Owner's or Contractor's Work.

1.5.10 Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).

1.5.11 Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

1.5.12 Prepare and furnish to Owner in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

SECTION 2 – ADDITIONAL SERVICES OF THE ENGINEER

2.1 Unless specifically provided for in the Letter-Agreement, normal and customary engineering services do not include services in respect of the following categories of Work which are usually referred to as Additional Services. Owner shall instruct Engineer to perform any Additional Services required for the Project and shall pay Engineer therefore as Additional Services. Additional Services include, but are not limited to, the following:

2.1.1 Services resulting from significant changes in the extent or scope of the Project or the Owner's schedule; major changes in documentation previously accepted by Owner where changes are due to causes beyond Engineer's control.

2.1.2 Preparation and filing of applications for financing of the Project.

2.1.3 Preparation or review of environmental assessments and impact statements; Erosion Control Plans and applications; wetlands permit applications, assistance in obtaining the approval of authorities with such jurisdictions.

2.1.4 Providing field surveys or stake-out of the Work for Contractors, or any type of property surveying.

2.1.5 Construction Phase services beyond the Contract Times set for in the construction project for the Project.

2.1.5 Preparation to serve or serving as a consultant or witness for Owner to any litigation.

2.1.7 Services normally furnished by the Owner or not otherwise provided for in this Agreement.

SECTION 3 – OWNER'S RESPONSIBILITIES

Owner shall:

3.1 Provide all criteria and full information as to Owner's requirements for the Project; make available pertinent existing data; make known any special or extraordinary considerations or special services needed; designate a person to act with authority on Owner's behalf in respect of all aspects of the Project; examine and respond promptly to Engineer's submissions; and give prompt notice to Engineer whenever any defect in the Work is observed or otherwise becomes known.

3.1.1 Advise Engineer in writing at an early date if there are budgetary limitations and employ an independent cost estimator if formal cost estimates are required.

3.1.2 Whenever required and authorized by the Owner, upon recommendation of the Engineer, furnish and pay for analytical laboratory services, geotechnical investigations, subsurface explorations; field surveys such as property, boundary, easement, right-of-way, topographic and utility surveys; all of which Engineer may rely upon in performing its services. Payment for such services shall be made by Owner directly to the provider(s) of the services.

3.1.3 Obtain approvals and permits from all governmental authorities having jurisdiction over the Project and pay any applicable filing fees and sales or other tax applicable to the Project, including taxes on services of Engineer, in the manner and amount required by law.

3.1.4 Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Projects as set forth in the Owner-approved Standard General Conditions. Owner shall require Contractor to name Engineer and its Consultants as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

SECTION 4 – INVOICES AND PAYMENTS

4.1 Engineer shall prepare invoices in accordance with its standard invoicing practices and submit invoices to Owner on a monthly basis for Work performed during the previous month.

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4.2 Owner shall pay Engineer's invoices with 30 days of receipt. Owner's payment of Engineer invoices shall not be contingent upon Owner's receipt of funds from any third party.

4.3 If Owner fails to make any payment to Engineer within 60 days after receipt of Engineer's invoice, Engineer shall include a charge at the rate of 1/2% per month. Engineer may, after giving 7 days notice to the Owner, suspend services under this Agreement until payment. Owner waives any and all claims against Engineer for any such suspension.

4.4 Payroll Costs and Reimbursable Expenses shall be as listed in the Billing Rate Schedule on file with the Owner.

SECTION 5- OPINIONS OF CONSTRUCTION COST

5.1 Any and all opinions of probable costs provided in connection with the Project are made on the basis of Engineer's experience and qualifications, the Engineer's knowledge of Project requirements at the time of the opinion, and represent his best judgment as an experienced and qualified professional engineer. Engineer cannot and does not guarantee that proposals, bids, or actual Project or Construction Costs will not vary significantly from opinions of probable cost prepared by the Engineer. If the Owner wishes greater assurance as to the costs, the Owner shall employ an independent cost estimator.

SECTION 6- GENERAL CONSIDERATIONS

6.1 Engineer shall exercise the same degree of care and skill ordinarily exercised under similar circumstances by qualified professional engineering firms providing similar services in the same locality. Subsequently evolved standards shall not be applied in judging Engineer's services. Engineer does not guarantee that any financing, approvals, or permits will be obtained for the Project and shall not be held liable therefore.

6.2 Engineer shall not at any time supervise, direct, control, or have authority over any contractor Work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site(s), nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its Work.

6.3 All Documents are instruments of service in respect to the Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; and, (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants. Nothing herein shall be construed to give any rights or benefits to anyone other than the Owner and Engineer.

6.4 Any information and concepts shared with Engineer by Owner during the course of this Agreement shall be kept confidential by Engineer. Engineer shall return all copies (whether in hard or electronic format) of all materials, information or data provided by Owner or produced by Engineer on behalf of the Owner during the course of this Agreement to Owner at the termination of this Agreement.

6.5 *Termination:* This Agreement may be terminated for cause by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. In the event of any termination, Engineer shall be paid, upon termination, for all services rendered to the date of termination and will be released from all further obligations to perform services hereunder.

6.6 *Engineer's Limitation of Liability:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone

claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total compensation received by Engineer or \$50,000, whichever amount is greater.

6.7 *Environmental Condition of Sites:* With respect to any Project site, the parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.8 *Dispute Resolution:* Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute. If the parties fail to resolve a dispute through negotiation, then the dispute shall be subjected to non-binding mediation. If mediation is unsuccessful, then the parties may exercise their rights under law.

SECTION 7-ENGINEER'S REPRESENTATIONS

7.1 *Immigration Reform Compliance:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of the "Georgia Security and Immigration Compliance Act" {O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1 et seq.} and the Immigration Reform and Control Act of 1986 {8 USC § 1621 (c)} and will provide the required documentation regarding said compliance. The Contractor affirms it has registered with, is authorized to use, and uses the federal Work authorization program (also known as E-Verify), and that it will

contract for the physical performance of services only with subcontractors who present an affidavit with the same information required of the Engineer. Engineer also affirms it will designate a person to provide the required SAVE affidavit and associated secure and verifiable document.

7.2 *Insurance:* At all times when services are provided under this Agreement, Engineer shall maintain the following insurance coverages and limits of liability:

- a) Workman's Compensation: Statutory
- b) General Liability: \$1,000,000 Each Occurrence (Bodily Injury and Property Damage) and \$2,000,000 General Aggregate
- c) Automobile Liability: \$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) Each Accident
- d) Professional Liability: \$1,000,000 Each Claim Made and \$2,000,000 Annual Aggregate

7.3 Engineer shall deliver certificates of insurance evidencing the coverages indicated herein.

SECTION 8 – MISCELLANEOUS PROVISIONS

8.1 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.2 Owner and Engineer each binds itself and its successors, and assigns to the other party of this Agreement and to successors and assigns of such other party, in respect to all covenants, agreements and obligations of this Agreement.

8.3 Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.

8.4 *Controlling Law:* This Agreement is to be governed by the law of the State of Georgia.

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EXHIBIT A

SWEITZER ENGINEERING, INC.

STANDARD HOURLY RATE SCHEDULE

January 1, 2018

<u>Classification</u>	<u>Hourly Rate</u>	Item # 6
Principal	\$170.00	
Project Manager	\$135.00	
Sr. Project Engineer	\$115.00	
Project Engineer	\$ 100.00	
Engineer	\$ 85.00	
Jr. Engineer or CADD Technician	\$ 66.00	
Resident Project Representative II	\$ 56.00	
Technician or Resident Project Representative I	\$ 50.00	
Administrative or Clerical Staff	\$50.00	

Notes

1. Direct, non-salary expenses (Reimbursable Expenses) are invoiced at actual cost (no mark-up).
2. The reimbursable rate for auto mileage is the IRS allowable rate. (currently 54.5 cents per mile)
3. Hourly rate costs contained in this Schedule may be adjusted annually in January.



City of Cartersville

City Council Meeting
7/19/2018 7:00:00 PM
Water Treatment Plant Freight Elevator Repair

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	In 2011, City Council authorized a major overhaul of the WTP freight elevator which was installed during the original construction of the plant in 1971. The project included a rebuild of control systems, pumps and hydraulic cylinders but did not address the elevator car. The car has become increasingly problematic with the elevator shutting down and/or alarming because the doors will not close or remain closed during operation. During a recent inspection, as part of the City's maintenance agreement with ThyssenKrupp, they observed the issues with the elevator car and have provided the attached Repair Work Order. The total repair cost is \$20,662.00 with 50 percent to be paid upfront and the balance is due upon completion. This same scope of work was quoted to us in February at almost double this amount. I recommend approval of this work order in the amount of \$20,662.00.
City Manager's Remarks:	The repair to the water treatment plant freight elevator is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.3310.52.2361 Maintenance Water Treatment Plant.
Legal:	
Associated Information:	

thyssenkrupp Elevator Corporation



Repair Work Order

Recommended by: Prather, Danny



July 06, 2018

Purchaser: City of Cartersville
Address: PO Box 1390
City/State/Zip: Cartersville, GA 30120-1390

Location: Cartersville Water Treatment
237 Allatoona Dam Rd SE
Cartersville, GA 30120-6600

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of Twenty Thousand Six Hundred Sixty Two Dollars (\$20,662.00) plus any applicable tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Scope of Work:

Door Hardware - US163569

Thyssenkrupp will provide the necessary labor & material to install new freight door hardware on the elevator at the above referenced location.

The existing door hardware is old and is beginning to cause door related shutdowns and callbacks on the elevator. In order to address and alleviate these concerns thyssenkrupp recommends replacing the existing hardware with new parts.

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or

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thyssenkrupp Elevator Corporation



resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount..

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

thyssenkrupp Elevator Corporation



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$10,331.00 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager. This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

thyssenkrupp Elevator Corporation:	City of Cartersville (PURCHASER):
By: _____ (Signature of thyssenkrupp Elevator Representative) Alexander van den Berg Account Manager alexander.vandenberg@thyssenkrupp.com +1 678 2375228 07-06-2018 _____ (Date of Submission)	By: _____ (Signature of Authorized Individual) Dan Porta _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Acceptance)
thyssenkrupp Elevator Corporation Approval	
_____ (Date of Approval) _____ (Signature of Branch Representative) Andrew O'Connell Branch Manager	


**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Please Remit To: thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Attn: Dan Porta
City of Cartersville
PO Box 1390
Cartersville GA, 30120-1390

Date	Terms	Reference ID	Customer Reference # / PO
July 06, 2018	Immediate	ACIA-1DWAR98	

Total Contract Price: \$20,662.00

Down Payment: (50%) \$10,331.00

Amount Due upon Acceptance: \$10,331.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 678 2375228. To make a payment by phone, please call 786-336-5252 with the reference information provided below.

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: City of Cartersville
Location Name: Cartersville Water Treatment
Customer Number: 87502

Remit To:
thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta GA 31193-3004

Reference ID:	ACIA-1DWAR98
Remittance Amount:	\$10,331.00



City of Cartersville

City Council Meeting
7/19/2018 7:00:00 PM
Cartersville High School Water Meter Vault

SubCategory:	Bid Award/Purchases						
Department Name:	Water						
Department Summary Recommendation:	During review of plans for the new Field House under construction on the Cartersville High School Campus, a proposal was made to the School to abandon approximately 2,000 linear feet of existing 6-inch and 10-inch cast iron water main along McEver Street. The Water Department will install a new 6-inch water meter vault off of Nelson Street and lay approximately 400 feet of new line to feed the campus. In return, the Field House contractor will abandon the existing 10-inch main in areas designated by the Water Department and run all necessary new lines to the new meter vault. This project will allow the school to expand in any direction they choose in the future without having to work around publicly owned water infrastructure. The City benefits by no longer maintaining a very old line in an increasingly congested area. Quotes were requested in May for the vault and associated equipment from the following: <table><tr><td>Fortiline</td><td>\$20,817.95</td></tr><tr><td>Kendall Municipal</td><td>\$20,959.00</td></tr><tr><td>Core & Main</td><td>\$21,450.00</td></tr></table> I recommend approval of the Fortiline quote in the amount of \$20,817.95. Additionally, because time is short before school starts back, I would like to request a not to exceed authorization of \$30,000.00 to allow for potential unknowns.	Fortiline	\$20,817.95	Kendall Municipal	\$20,959.00	Core & Main	\$21,450.00
Fortiline	\$20,817.95						
Kendall Municipal	\$20,959.00						
Core & Main	\$21,450.00						
City Manager's Remarks:	The purchase of this vault is recommended for your approval.						
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.3320.54.3396 Water Main Replacement Program.						
Legal:							
Associated Information:							



**CITY OF CARTERSVILLE
BARTOW COUNTY, GEORGIA**

The map displays a section of Nashville, Tennessee, with the following details:

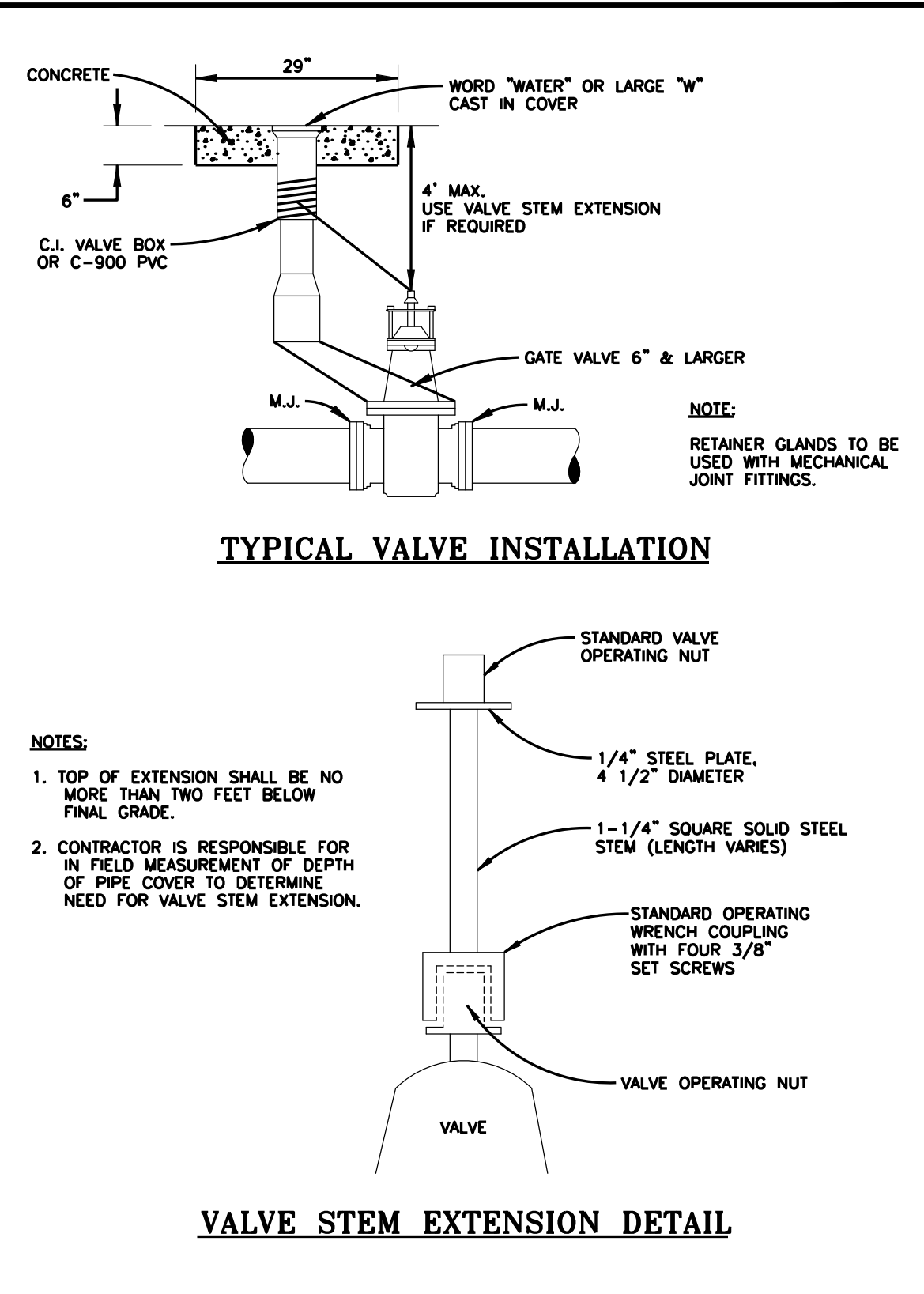
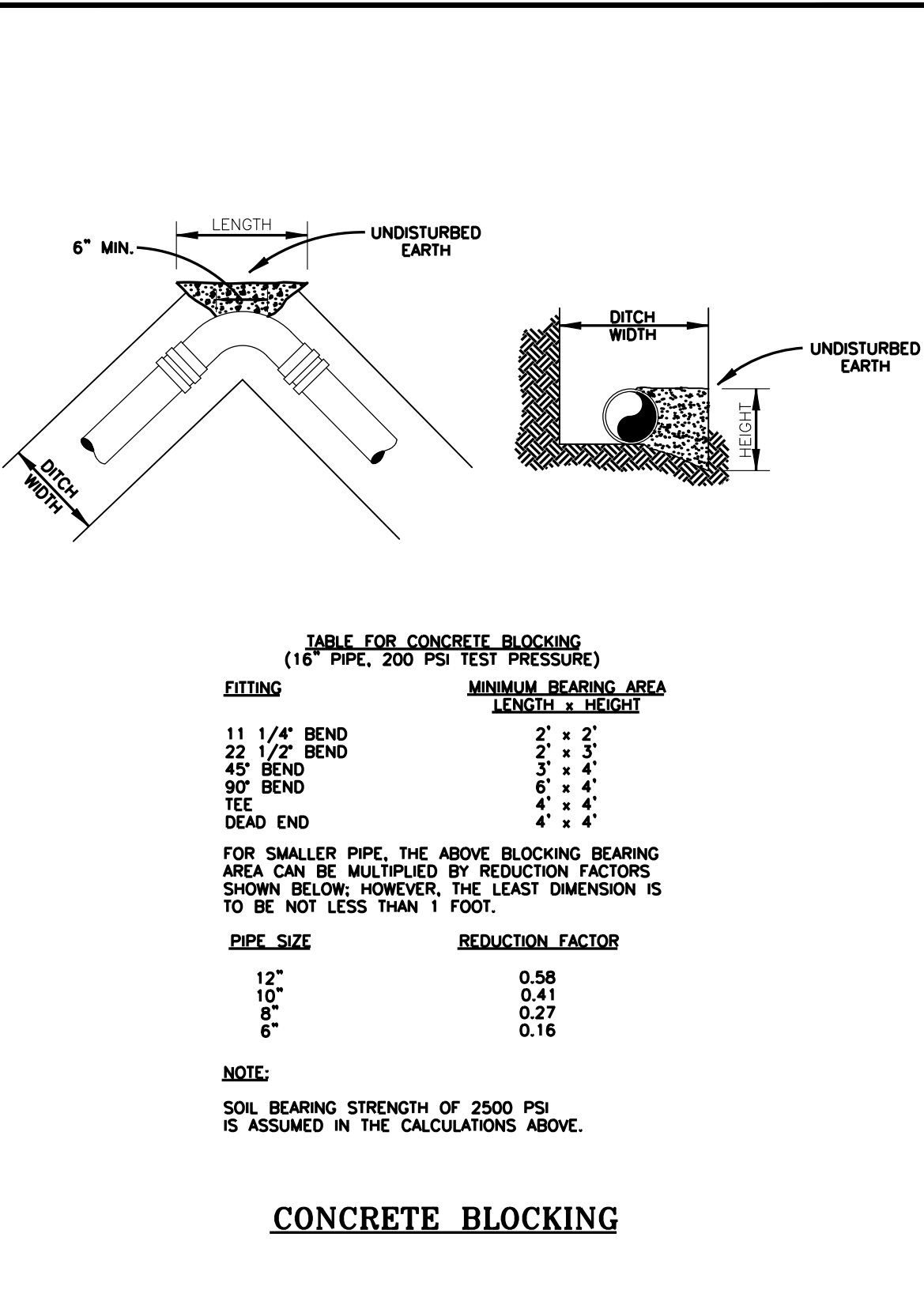
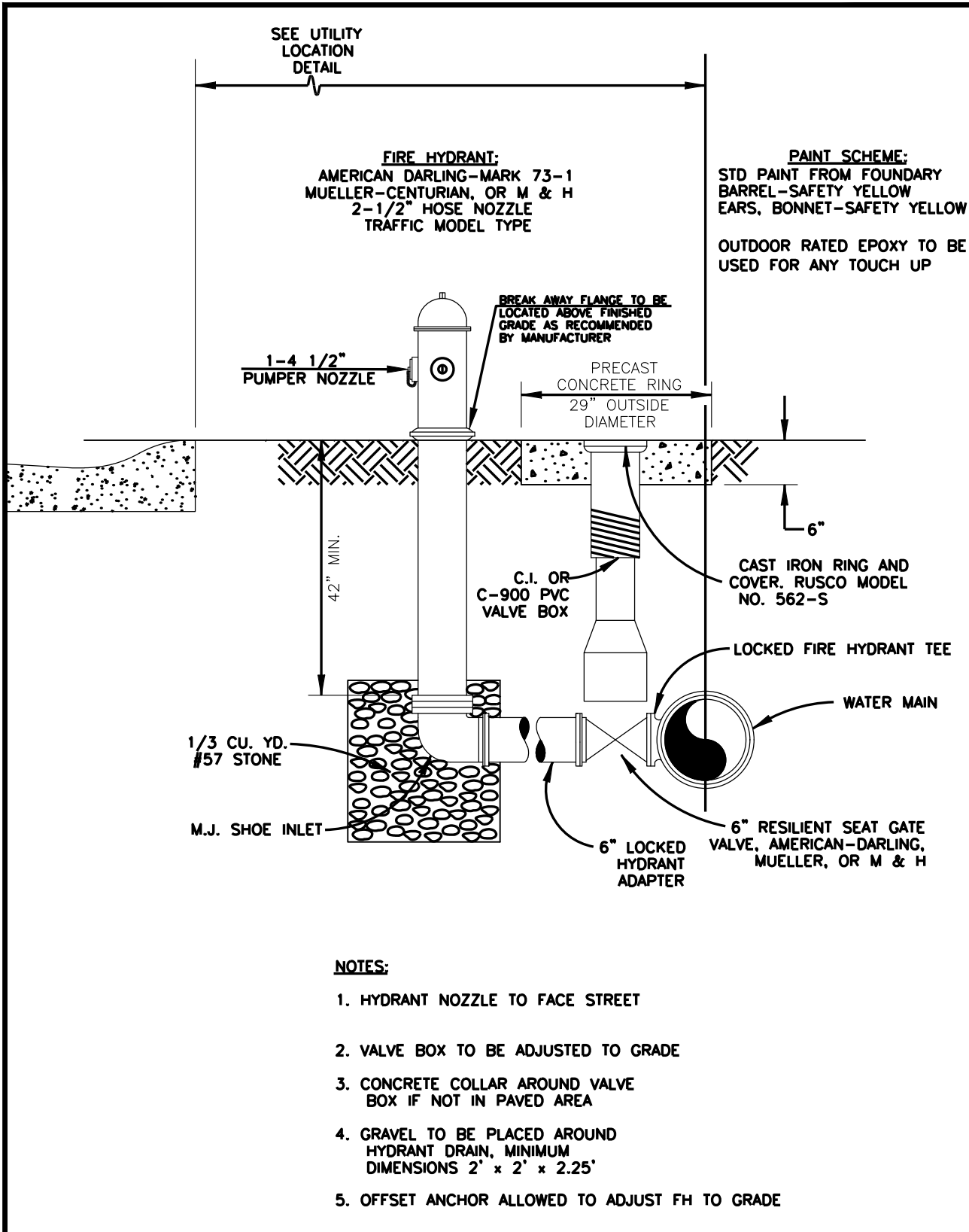
- Streets:** Ruby Street, Nelson Street, Gilbreath Street, Georgia State Highway 41, and others.
- Lots:** Various lots are numbered, including 135, 133, 129, 127, 126, 124, 119, 117, 4, 113, 111, 109, 105, 101, 200, 201, 209, 211, 210, 206, 203, 202, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400.
- Site Area:** A specific lot, 35, is highlighted with diagonal hatching and labeled 'SITE AREA'.
- Scale:** A scale bar is provided, indicating distances in feet (0, 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000).
- Other Features:** The map includes a north arrow, a legend, and a title block.

Item # 8

Attachment number 1 \nPage 1 of 3

Gas System	Date
Electric System	Date
Fibercomm	Date
Fire Department	Date
Planning and Development	Date
Public Works	Date
Water Department	Date

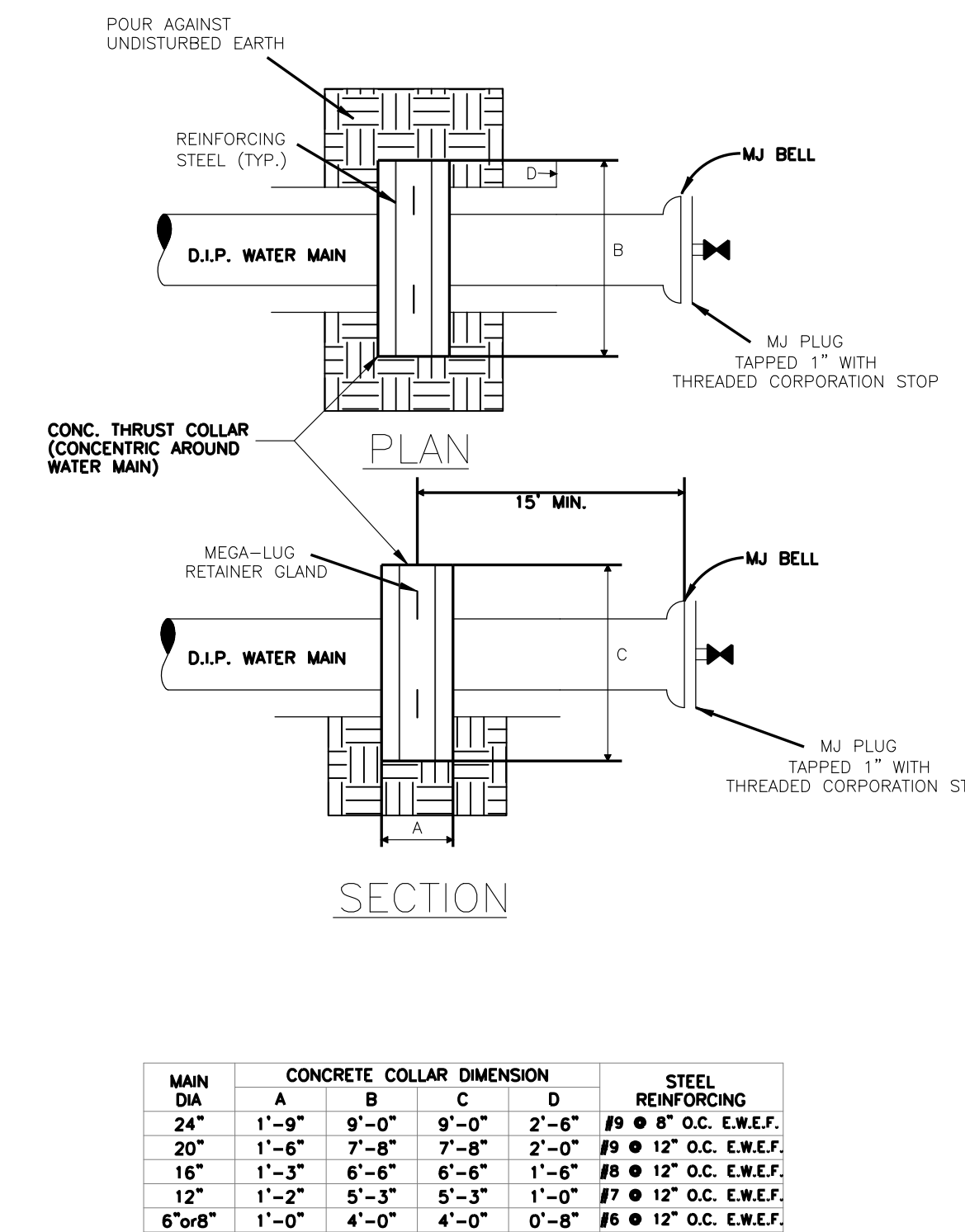
[illegible]



CITY OF CARTERSVILLE WATER DEPARTMENT	TYPICAL FIRE HYDRANT INSTALLATION CONSTRUCTION STANDARD	DATE: SEPT. '14 APPROVED:	STANDARD NO. 5.8.01
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CITY OF CARTERSVILLE WATER DEPARTMENT	CONCRETE BLOCKING DETAIL CONSTRUCTION STANDARD	DATE: DEC. '08 APPROVED:	STANDARD NO. 5.8.04
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CITY OF CARTERSVILLE WATER DEPARTMENT	TYPICAL VALVE INSTALLATION CONSTRUCTION STANDARD	DATE: SEPT. '14 APPROVED:	STANDARD NO. 5.8.05
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CITY OF CARTERSVILLE WATER DEPARTMENT	WATER MAIN TERMINATION AND THRUST COLLAR DETAIL CONSTRUCTION STANDARD	DATE: SEPT. '14 APPROVED:	STANDARD NO. 5.8.18
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City of Cartersville

**City Council Meeting
7/19/2018 7:00:00 PM
Barracuda Software Renewal**

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The city's yearly support from Barracuda for our Web Filter and our SSL VPN appliance that provides secure remote connections for employees working outside the office is due in the amount of \$8,292. This is a budgeted item and I recommend approval.
City Manager's Remarks:	This is the annual renewal of this software. Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



QUOTATION

Quote #: 328770
Prepared By: Jack Barcelona

Date: 2018-05-15
Expires: 2018-06-14

Bill To:

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

Ship To:

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

Item #	Item Description	Qty	Unit Price	Price (USD)
BVSV480a-v1	Barracuda SSL-VPN 480Vx 1 Year License BAR-VS-538906	1	3,674.00*	3,674.00*
BYF610a-e1	Barracuda Web Security Gateway 610 1 Year EU BAR-YF-535819	1	2,519.00*	2,519.00*
BYF610a-h1	Barracuda Web Security Gateway 610 1 Year IR BAR-YF-535819	1	2,099.00*	2,099.00*

EU = Energize Updates
 IR = Instant Replacement
 PS = Premium Support
 * = not taxed

Total: 8,292.00

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

Sincerely,

Jack Barcelona
 jbarcelona@barracuda.com
 408-342-5400 phone
 408-342-1061 fax

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





City of Cartersville

City Council Meeting
7/19/2018 7:00:00 PM
Fiber Splicing by NCI

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	FiberCom recently contracted with NCI to provide fiber splicing work along Sugar Valley Road where the new Georgia Power transmission lines were being moved. While NCI was helping FiberCom with this project, we had them repair some splice closures at Erwin and Cassville Road, near the city cemetery and on Gilreath Road. This was a budgeted item and totaled \$14,233.00. I recommend approval of these charges.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

**Remit To:**

Network Cabling Infrastructures, Inc.
 PO Box 2168
 Duluth, GA 30096
Phone: (770) 495-0798
Fax: (770) 495-6220

Invoice

Invoice Date	Page
Jun 18, 2018	
Invoice Number	
NCI-18-1619	
Job Number	
11-18-052	

Sold To:

City Of Cartersville
 1 North Erwin Street
 Cartersville, GA

ATTN: David Stiles
 PHONE 678-229-7235 email

Project Site / Name:

Fiber Hot Cuts
 Gilreath
 Erwin & Cassville
 Cemetery

ATTN:
 PHONE: email

PO	Order Date	ER	Project Manager	Completion Date	
Email Approval			Steve Prather	03/25/18	

Qty.	Item Number	Description	Unit Price	UOM	Extended Price
1	Ea	Mobilization & Verification	\$240.00		\$240.00
5	Ea	Prep splice closures	\$125.00		\$625.00
327	Ea	Fusion Splices	\$40.00		\$13,080.00
1	Ea	Project Management	\$288.00		\$288.00

Note**Subtotal**

\$14,233.00

Amount due

\$14,233.00

For Billing Inquiries, please call your project manager:

All sales are subject to NCI's standard terms and conditions, previously provided and available upon request, unless otherwise agreed in writing.

TERMS - Net 30 Days

Make all checks payable in US funds to:
Network Cabling Infrastructures, Inc.
 at the above address.

Item # 10



City of Cartersville

City Council Meeting
7/19/2018 7:00:00 PM
Martin Robbins Fence Company

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The guardrail by the city cemetery was hit recently and the cost to repair it is \$5,187.00. The city is submitting these charges to the driver's insurance company and we expect to be reimbursed. I recommend approval of this item.
City Manager's Remarks:	Your approval of the repair by Martin Robbins Fence Company is recommended for approval.
Financial/Budget Certification:	This is an unbudgeted item but is expected to be paid by the driver's insurance company.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
7/19/2018 7:00:00 PM
Camera Upgrade for Customer Service

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	Attached is a quote from the City's Fiber Department to upgrade the cameras in the customer service area. The Fiber Department reviewed the existing cameras and have stated they are old and out of date. They are currently a 1 mega pixel and 2 mega pixel camera and do not always bring objects into clear focus. The replacements will be 4 mega pixel cameras, twelve indoor and five outdoor. The quote also includes more video storage (Upgrade NVR). I recommend the camera upgrade for the customer service area and outside parking lot in the amount of \$19,400.39.
City Manager's Remarks:	This is a budgeted item and is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

FiberCom

Quotation

1 North Erwin Street
City, State ZIP Code
P.O Box 1390
Cartersville,GA 30120

DATE 7/11/2018
Quotation # 100

Quotation For:

Quotation valid until: 0/0/0

City Hall Customer Service

Prepared by: Luke Jones

Comments or Special Instructions: Camera upgrade

Item # 12

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Luke					Due on receipt

Column1	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
5	Outdoor 4MP IP cameras	\$ 614.99		\$ 3,074.95
12	Indoor 4MP IP cameras	\$ 556.30		\$ 6,675.60
8	External Microphones	\$ 149.98		\$ 1,199.84
17	Install data drops to replace existing analog cameras with IP	\$ 200.00		\$ 3,400.00
1	Upgrade NVR	\$ 2,500.00		\$ 2,500.00
17	Camera license	\$ 150.00		\$ 2,550.00

SUBTOTAL	\$ 19,400.39
TAX RATE	0.00%
SALES TAX	\$ -
OTHER	\$ -
TOTAL	\$ 19,400.39

THANK YOU FOR YOUR BUSINESS!



City of Cartersville

City Council Meeting

7/19/2018 7:00:00 PM

Kohl's Irrevocable Stand By Letter of Credit No. 632954-30 Amendment No. 2

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	Customer Service received an amended Irrevocable Standby Letter of Credit for Kohl's which decreases the amount of the Letter of Credit and updates their address. Legal has reviewed the amended Letter of Credit and noted that it needs to be signed by a City official. I am requesting the City accept the Letter of Credit and the Mayor be authorized to sign the amendment on behalf of the City.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**Comerica Bank**

International Trade Services
 2321 Rosecrans Ave. 5th Fl.
 El Segundo, CA 90245
 Tel: 310-297-2858
 Fax: 310-297-2885
 SWIFT: MNBDUS33XXX

COPY

**Irrevocable
 Standby Letter of Credit
 No. 632954-30**

Amendment no. 2
 Dated November 22, 2017

Beneficiary:

City of Cartersville
 10 North Public Square
 Cartersville, GA 30120 United States

Applicant:

Kohl's Department Stores, Inc.
 N56W17000 Ridgewood Drive
 Menomonee Falls, WI 53051 United States

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

Amended Terms:

The amount of this Letter of Credit is decreased by USD1,170.00 making the total amount of this Letter of Credit USD13,830.00

Please be advised that due to the closure of our Texas Office all future correspondence, communications and presentations under this Letter of Credit must now be sent to our new address shown below:

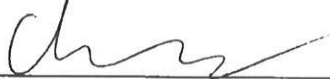
"Comerica Bank
 International Trade Services
 2321 Rosecrans Avenue, 5th Floor
 El Segundo, CA 90245
 Tel: 310-297-2858
 Fax: 310-297-2885
 SWIFT: MNBDUS6SXXX"

Unless otherwise instructed herein, all correspondence and inquiries regarding this transaction should be directed to our Customer Service Center at the above address, telephone: 310-297-2841 or 310-297-2839. Please indicate our reference number in all your correspondence or telephone inquiries.

Regards,



Comerica Bank

COPY
Authorized Signature(s)Christopher Banuelos
Authorized Signature

Please signify your acceptance or rejection of this amendment on the attached copy of this letter and return to us at the above address.

Accepted by Beneficiary: _____ Date: _____

Rejected by Beneficiary: _____ Date: _____

ORIGINAL

**Comerica Bank**

International Trade Services
2321 Rosecrans Ave. 5th Fl.
El Segundo, CA 90245
Tel: 310-297-2858
Fax: 310-297-2885
SWIFT: MNBDUS33XXX

City of Cartersville
10 North Public Square
Cartersville, GA 30120 United States

July 11, 2018

Re: Our Irrevocable Standby Letter of Credit No.: 632954-30
Applicant: Kohl's Department Stores, Inc.

Dear Customer,

Re: Our Irrevocable Standby Letter of Credit No.: 632954-30, Amendment Number 2

Applicant: Kohl's Department Stores, Inc.

To whom it may concern:

Please refer to our amendment no. 2 dated November 21, 2017 which requires your approval. Copy of amendment is attached for your reference.

As of today, we have not yet received your response.

All amendments under Documentary Credits are subject to the beneficiary's agreement in accordance with ICC Publication ISP98 article 1.06b or UCP Publication 600 article 10c, as appropriate. Please supply your acceptance or rejection of this amendment at your earliest convenience.

Unless otherwise instructed herein, all correspondence and inquiries regarding this transaction should be directed to our Customer Service Center at the above address, telephone: 310-297-2841 or 310-297-2839. Please indicate our reference number in all your correspondence or telephone inquiries.

Regards,

Authorized Signature(s)

Christopher Banuelos
Authorized Signature



City of Cartersville

**City Council Meeting
7/19/2018 7:00:00 PM
May 2018 Financial Report**

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the May 2018 financial reports.
City Manager's Remarks:	The May 2018 financial report is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of May 31, 2018

FY # and MONTH OF	FY 2016-17 MONTH OF	FY 2017-18 MONTH OF	FY 2016-17 Year to Date	FY 2017-18 Year to Date	100.00% OF BUDGET (Year to Date)
	May-17	May-18	May-17	May-18	
GENERAL FUND excluding SPOST, DDA & School System Property Tax Revenue & Expenditures					
REVENUE	\$1,485,078	\$1,645,661	\$21,356,538	\$21,652,350	90.26%
EXPENDITURE	\$1,574,644	\$1,702,588	\$20,627,106	\$21,730,857	90.58%
Gen. Fund Net Profit (Loss)	(\$89,566)	(\$56,927)	\$729,432	(\$78,507)	
WATER & SEWER					
REVENUE	\$1,455,458	\$1,642,214	\$16,574,340	\$17,390,862	63.20%
EXPENDITURE	\$1,064,067	\$1,314,565	\$12,412,223	\$13,741,492	49.94%
Wtr. & Swr. Fund Net Profit (Loss)	\$391,391	\$327,649	\$4,162,117	\$3,649,370	
GAS					
REVENUE	\$1,788,005	\$1,730,842	\$20,378,922	\$22,428,887	65.51%
EXPENDITURES	\$1,609,440	\$2,192,413	\$19,061,144	\$21,183,813	61.88%
Gas Fund Net Profit (Loss)	\$178,565	(\$461,571)	\$1,317,778	\$1,245,074	
ELECTRIC					
REVENUE	\$3,614,702	\$3,610,725	\$44,503,218	\$42,455,610	86.99%
EXPENDITURES	\$3,854,073	\$3,846,714	\$41,995,426	\$42,379,995	86.83%
Electric Fund Net Profit (Loss)	(\$239,371)	(\$235,989)	\$2,507,792	\$75,615	
STORMWATER					
REVENUE	\$123,656	\$124,002	\$1,336,768	\$1,402,645	77.50%
EXPENDITURE	\$90,176	\$108,851	\$1,264,008	\$1,222,057	67.52%
Stormwater Fund Net Profit (Loss)	\$33,480	\$15,151	\$72,760	\$180,588	
SOLID WASTE					
REVENUE	\$198,085	\$215,525	\$2,332,631	\$2,533,413	93.24%
EXPENDITURE	\$179,728	\$170,701	\$2,184,410	\$2,479,532	91.26%
Solid Waste Fund Net Profit (Loss)	\$18,357	\$44,824	\$148,221	\$53,881	
FIBER OPTICS					
REVENUE	\$166,541	\$174,500	\$1,930,048	\$2,109,947	89.36%
EXPENDITURE	\$165,811	\$176,193	\$1,523,774	\$1,994,941	84.49%
Fiber Fund Net Profit (Loss)	\$730	(\$1,693)	\$406,274	\$115,006	

	Description	5/31/2018	FY 2018 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$21,652,349	\$23,989,490	90.26%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,451,124	\$2,515,260	97.45%
	Local Option Sales Tax (LOST)	\$3,635,654	\$3,715,575	97.85%
	Other Taxes	\$7,818,861	\$8,314,455	94.04%
	Building Permit & Inspection Fees	\$315,529	\$390,000	80.90%
	Fines and Forfeitures	\$458,359	\$510,000	89.87%
	Operating Transfers In-City Utilities	\$3,082,332	\$3,394,605	90.80%
	Other Revenues	\$3,890,490	\$5,149,595	75.55%
	Total Expenditures	\$21,730,857	\$23,989,490	90.58%
	Personnel Expenses	\$15,203,547	\$16,639,165	91.37%
	Operating Expenses	\$5,234,022	\$6,030,125	86.80%
	Capital Expenses	\$837,588	\$864,500	96.89%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$455,700	\$455,700	100.00%
Water & Sewer Fund	Total Revenues	\$17,390,862	\$27,517,245	63.20%
	Water Sales	\$10,861,533	\$11,411,280	95.18%
	Sewer Sales	\$5,873,620	\$6,120,000	95.97%
	Bond Proceeds	\$0	\$6,500,000	0.00%
	Use of Reserves	\$0	\$1,800,000	0.00%
	Prior Year Capacity Fees	\$0	\$960,000	0.00%
	Other Revenues	\$655,709	\$725,965	90.32%
	Total Expenditures	\$13,741,492	\$27,517,245	49.94%
	Personnel Expenses	\$3,191,954	\$3,611,665	88.38%
	Operating Expenses	\$2,688,183	\$3,986,875	67.43%
	Capital Expenses	\$3,028,243	\$14,022,500	21.60%
Gas Fund	Transfer To General Fund	\$1,904,669	\$2,077,820	91.67%
	Debt Payments	\$2,928,443	\$3,818,385	76.69%
	Total Revenues	\$22,428,887	\$34,235,980	65.51%
	Gas Sales	\$20,303,821	\$19,132,210	106.12%
	Gas Commodity Charge	\$1,383,106	\$1,300,000	106.39%
	Bond Proceeds	\$0	\$6,260,050	0.00%
	Proceeds from Capital Leases	\$0	\$130,550	0.00%
	Other Revenues	\$741,960	\$2,985,500	24.85%
	Use of Reserves	\$0	\$4,427,670	0.00%
	Total Expenses	\$21,183,813	\$34,235,980	61.88%
	Personnel Expenses	\$1,851,419	\$2,139,150	86.55%
	Operating Expenses	\$1,366,006	\$2,216,860	61.62%
	Purchase of Natural Gas	\$13,811,755	\$15,827,025	87.27%
	Transfer to General Fund	\$2,814,923	\$3,070,825	91.67%
	Capital Expenses	\$1,339,710	\$10,982,120	12.20%

	Description	5/31/2018	FY 2018 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$42,455,610	\$48,806,080	86.99%
	Electric Sales	\$41,132,216	\$47,372,640	86.83%
	Other Revenues	\$1,323,394	\$1,433,440	92.32%
	Total Expenses	\$42,379,995	\$48,806,080	86.83%
	Personnel Expenses	\$2,237,253	\$2,386,115	93.76%
	Operating Expenses	\$1,324,604	\$1,480,220	89.49%
	Purchase of Electricity	\$35,901,884	\$40,793,510	88.01%
	Capital Expenses	\$459,000	\$1,465,595	31.32%
	Transfer to General Fund	\$2,457,254	\$2,680,640	91.67%
Stormwater Fund	Total Revenues	\$1,402,645	\$1,809,815	77.50%
	Stormwater Revenues	\$1,347,310	\$1,433,815	93.97%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$23,794	\$60,000	39.66%
	Proceeds from Capital Leases	\$31,541	\$0	#DIV/0!
	Use of Reserves	\$0	\$316,000	0.00%
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,222,057	\$1,809,815	67.52%
	Personnel Expenses	\$680,363	\$815,695	83.41%
	Operating Expenses	\$501,483	\$560,045	89.54%
	Capital Expenses	\$40,211	\$434,075	9.26%
Solid Waste Fund	Total Revenues	\$2,533,413	\$2,717,135	93.24%
	Refuse Collections Revenues	\$2,236,521	\$2,277,940	98.18%
	Other Revenues	\$54,262	\$65,195	83.23%
	Proceeds From Capital Leases	\$242,630	\$374,000	64.87%
	Total Expenses	\$2,479,532	\$2,717,135	91.26%
	Personnel Expenses	\$983,161	\$1,103,445	89.10%
	Operating Expenses	\$1,253,741	\$1,239,690	101.13%
	Capital Expenses	\$242,630	\$374,000	64.87%
Fiber Optics Fund	Total Revenues	\$2,109,947	\$2,361,120	89.36%
	Fiber Optics Revenues	\$1,751,036	\$1,812,665	96.60%
	GIS Revenues	\$98,150	\$106,800	91.90%
	Proceeds from Capital Leases	\$0	\$350,000	0.00%
	Other Revenues	\$260,761	\$91,655	284.50%
	Total Expenses	\$1,994,941	\$2,361,120	84.49%
	Personnel Expenses	\$641,520	\$709,765	90.38%
	Operating Expenses	\$751,756	\$878,855	85.54%
	MEAG Telecom Statewide Pymt	\$7,891	\$9,500	0.00%
	Debt Payment	\$0	\$64,000	0.00%
	Capital Expenses	\$593,774	\$699,000	84.95%

PT # wai

Cash Position

	6/30/17	7/31/17	8/31/17	9/30/17	10/31/17	11/30/17	12/31/17
Total Unrestricted Cash Balance	\$30,209,931.06	\$28,628,880.71	\$28,022,534.61	\$28,984,930.22	\$29,799,794.83	\$29,463,014.42	\$28,718,862.88
Total Restricted Cash Balance	\$66,565,078.82	\$66,221,750.22	\$65,840,176.39	\$66,730,823.55	\$67,630,476.61	\$80,028,695.58	\$80,028,695.58

Cash Position

	1/31/18	2/28/18	3/31/18	4/30/18	5/31/18	6/30/18
Total Unrestricted Cash Balance	\$30,714,407.81	\$31,933,293.01	\$33,524,480.13	\$32,471,010.77	\$33,178,729.87	
Total Restricted Cash Balance	\$79,682,123.07	\$77,954,076.57	\$76,129,883.49	\$77,178,518.83	\$77,299,587.71	

Highlights for the Month of May 2018:

Unrestricted cash increased in the general fund, the water fund, and the grant fund and was offset by decreases in the electric fund, the gas fund, and the fiber fund.

Restricted cash increased due to increased cash in the pension fund, SPLOST 2014 Fund, debt service fund, and Hotel/Motel Tax fund and was offset with a decrease in the GO Park and Recreation fund.