



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
Dianne Tate – Mayor Pro Tem
Kari Hodge
Calvin Cooley
Taff Wren
Jayce Stepp
Louis Tonsmeire, Sr.

AGENDA

Council Chamber, Third Floor of City Hall– 9:00
AM – 12/7/2017
Work Session – 8:00 AM

CITY MANAGER:

Sam Grove

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. November 16, 2017 (Pages 1 - 11)

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B. Appointments

1. Appointment and Swearing in of Municipal Court Judge (Page 12)

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2. Appointment and Swearing in of Assistant Municipal Court Judge (Page 13)

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3. Development Authority of Cartersville (Page 14)

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C. Commendation/Recognition

1. Daneise Archer HPC Recognition (Page 15)

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D. Second Reading of Ordinances

1. Alcohol Ordinance Amendment New Years Sunday Sales (Pages 16 - 18)

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E. Resolutions

1. Feb 15th Council Meeting Date Change (Pages 19 - 20)

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F. Contracts/Agreements

1. Renewal of Professional Probation Contract (Pages 21 - 29)

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2. Joint Consent Agreement (Pages 30 - 34)

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G. Other

1. UPC 2018 Annual Membership Fee (Pages 35 - 36)

[Attachments](#)

2. Bienville Parish Taxes (Pages 37 - 38)

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3. GDOT Southeast Rome Bypass (Pages 39 - 49)

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4. Floyd County Property Tax (Pages 50 - 51)

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H. Change Order

1. HSPS No. 2 Throttling Valve (Pages 52 - 54)

[Attachments](#)

I. Bid Award/Purchases

1. Truck Shed Expansion (Pages 55 - 61)

[Attachments](#)

2. Cogsdale Software Maintenance Invoice (Pages 62 - 63)

[Attachments](#)

3. Street Sweeper (Pages 64 - 69)

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4. Bid 17-012 - Dellinger Tennis Covered Pavilion (Pages 70 - 85)

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5. Bid 17-013 Aubrey St. Pool Fencing (Pages 86 - 94)

[Attachments](#)

6. Guardrail Repair (Pages 95 - 96)

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7. Firefighters Cancer Insurance (Pages 97 - 110)

[Attachments](#)

J. First Reading of Ordinances

1. Amendment to Building Permit Ordinance (Pages 111 - 113)

[Attachments](#)

K. Other

1. Donation of Equipment (Pages 114 - 117)

[Attachments](#)

L. Discussion

1. Discussion of DDA Vibrant Communities Grant (Pages 118 - 121)

[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
12/7/2017 9:00:00 AM
November 16, 2017

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been attached for your review.
City Manager's Remarks:	Minutes of the November 16th Council meeting are recommended for approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 November 16, 2017
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Tonsmeire.

Pledge of Allegiance led by Council Member Cooley.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Calvin Cooley Council Member Ward Four; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Meredith Ulmer, City Clerk and David Archer, City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. November 2, 2017 City Council Minutes

A motion to approve the November 2, 2017 City Council Meeting Minutes as presented was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

B. Second Reading of Ordinances

1. Occupational Tax Certificate Ordinance

Meredith Ulmer, City Clerk stated she respectfully requests approval of the Occupational Tax Certificate Ordinance in order to correct a typo. Currently, the ordinance states the City changes a 20% late fee on business license renewals; the City charges the allowable amount by the State which is 10%, and City Ordinance needs to be reflective of State requirements.

Motion to approve the Occupational Tax Certificate Ordinance was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

ORDINANCE NO. 33-17

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 17 – PLANNING AND

DEVELOPMENT. ARTICLE V.—PERMIT FEES. SEC. 17-81.—OCCUPATIONAL TAX is hereby amended by deleting it in its entirety and replacing it as follows:

Sec. 17-81. - Occupational tax.

(a) Occupation tax levied.

(1) An occupation tax shall be levied upon those businesses and practitioners of professions and occupations with one (1) or more locations or offices in the corporate limits of the city and/or upon the applicable out-of-state businesses with no location or office in Georgia pursuant to O.C.G.A. § 48-13-7 based upon the following criteria: The number of employees of the business or practitioner as of January 1 of the tax year, or if not available, the previous years' average number of employees, or for a new business, the estimated average number of employees for that year.

(2) Occupation tax schedule:

(i) Number of employees—The tax rate determined by number of employees for each business, trade, profession, or occupation is as follows and will be developed and updated from time to time by the mayor and city council. A ten (10%) percent late fee will be assessed after ninety (90) days from the due date.

	Number of Employees	Tax Liability
Class 1	0—1	90.00
Class 2	2—5	180.00
Class 3	6—10	240.00
Class 4	11—50	335.00
Class 5	51—100	405.00
Class 6	101—200	675.00
Class 7	201—500	1,015.00
Class 8	501—1,000	1,685.00
Class 9	1,001 or more	3,000.00

(ii) A business with multiple locations in the city will not be assessed more than three thousand dollars (\$3,000.00) for their occupational tax fee for all their locations combined.

(iii) The number of employees includes part-time employees who will be treated as equivalent to full-time employees based upon their applicable percentage of work in comparison to a full-time employee

(b) Professionals as classified in O.C.G.A. § 48-13-9(c), paragraphs (1) through (18).

(1) Practitioners of professions as described in O.C.G.A. section 48-13-9(c)(1) through (18) shall elect as their entire occupation tax one (1) of the following:

- (i) The occupation tax based on number of employees as set forth in this section.**
- (ii) A fee of two hundred dollars (\$200.00) per practitioner who is licensed to provide the service, such tax to be paid at the practitioner's office or location. The per-practitioner fee applies to each person in the business who qualifies as a practitioner under the state's regulatory guidelines and framework.**
- (iii) This election is to be made on an annual basis and must be done by January 30 of each year.**
- (iv) Enforcement and collection of the fee and penalties imposed for violations required under this section shall be in accordance with this chapter unless other methods are specified by state law.**

Attorneys are not required to pay their occupation tax or otherwise register, or comply with the terms of the occupational tax as a precondition of practicing law.

- (c) A transfer fee of ten dollars (\$10.00) is allowed if a licensed business is moved to another location with the same owners and operations upon notification of the administrator pursuant to Chapter 10 of the City of Cartersville Code of Ordinances. In the event notice is not given, an additional ten (10) percent fee shall be charged for the transfer.**
- (d) For all motor vehicles used in a commercial manner, an additional fee of ten dollars (\$10.00) per vehicle shall be assessed.**
- (e) All fees pursuant to this section shall be paid prior to the issuance of a license.**
- (f) Interest shall be assessed against all delinquent occupational taxes, regulatory fees, and administrative fees, assessed on occupational taxes at a rate of one and one-half (1.5%) percent per month.**

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 2nd day of November 2017. First Reading.

ADOPTED this 16th day of November 2017. Second Reading.

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

ATTEST:

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

2. Pension Amendment

Dan Porta, Assistant City Manager stated Human Resources proposes an amendment to the Pension Plan in order to update the Mortality Rate Table. The City would like to update this

information from 1983 to current unisex data provided by the Department of Labor.

Motion to approve the Pension Amendment was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

ORDINANCE NO. 34-17

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 16 - PERSONNEL, ARTICLE II. – EMPLOYEE BENEFITS, DIVISION 2. – RETIRE PLAN. SEC. 16-51. – ADOPTED; SHORT TITLE; DEFINITION** is hereby amended by deleting it in its entirety and replacing it as follows:

Sec. 16-51. - Adopted; short title; definition.

- (a) The Cartersville Retirement Plan was created on April 15, 1973 with Lincoln National Life Insurance Company, Fort Wayne, Indiana, and in 2011 the plan's assets have been transferred over to Benefit Trust Company, a Kansas company, a copy of which is on file in the office of the city manager. The retirement plan and all of its business shall be transacted and all of its funds shall be invested by WRS; and all of its cash, securities and other property shall be held in trust by Benefit Trust Company, for the purposes set forth in this plan.**
- (b) As used in this division, "retirement plan" or "plan" means the Cartersville Retirement Plan as incorporated in subsection (a).**
- (c) That the second amendment to the plan most recently adopted and restated on April 28, 2011, is adopted as amended and restated as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the second amendment to plan is kept by and maintained at the city clerk's office. This plan covers employees hired before January 1, 2017.**
- (d) This Third Amendment to the City of Cartersville Pension Plan is adopted November 16, 2017, which shall be effective December 1, 2017. A copy of said Plan shall be kept by and maintained in the City Clerk's Office.**
- (e) That the 2017 Pension Plan is adopted as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the 2017 Pension Plan is kept by and maintained at the city clerk's office. This plan covers employees hired on or after January 1, 2017.**
- (f) This First Amendment to the City of Cartersville 2017 Pension Plan adopted November 16, 2017, shall be effective December 1, 2017. A copy of said Plan is kept by and maintained by the City Clerk's Office.**
- (g) Upon adoption of an amendment to the pension plan, the proper officers of the employer and the pension board are hereby authorized and directed to take each other and further action on the advice of counsel, including the making of additional amendments not inconsistent with the general tenor of the foregoing, so that the plan, as amended, continues to meet the qualification requirements of Section 401(a) of the**

Internal Revenue Code of 1986, as amended (the "Code"), and the implementing trust thereunder continues to be tax-exempt under said Code, and the 2017 Plan satisfies the qualification requirements of Section 401(a) of the Code, and the implementing trust thereunder is tax-exempt under said Code.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 2nd day of November 2017. First Reading.

ADOPTED this 16th day of November 2017. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

C. Public Hearing

1. Approval of Capital Improvements Element and Short-Term Work Program Annual Update and Corresponding Transmittal Resolution

Randy Mannino, Planning and Development Department Head stated Cartersville adopted Impact Fees in the last quarter of 2006 which became effective in January 2007. Mr. Mannino stated in accordance with the Development Impact Fee Regulations outlined by the State, the City is required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan. The update gives the impact fee receipts and expenditures for fiscal year 2016. The City is required to hold a public hearing regarding the update and forward it with a transmittal resolution to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA). After review from the NWGRC and DCA, the document needs to be adopted by the Council and a copy sent to the NWGRC. At this time, the document is in a draft form and the final version will be distributed for review and comments prior to adoption.

Staff recommends that Council approve this resolution to allow Planning and Development to forward the update to the NWGRC and DCA for their review.

Mayor Santini opened the floor for a public hearing and invited anyone wishing to speak for or against the item to come forward. With no one stepping forward, Mayor Santini closed the public hearing.

A motion to approve the Capital Improvements Element and Short-Term Work Program Annual Update and Corresponding Transmittal Resolution was made by Council Member Tonsmeire and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

Resolution No. 18-17

TRANSMITTAL RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA.

Capital Improvements Element and Short-Term Work Program

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on November 16, 2017, at 7:00 P.M. in the City Council meeting room at Cartersville City Hall;

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby submit the draft Capital Improvements Element Annual Update to the Northwest Georgia Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED this the 16th day of November 2017.

Matthew J. Santini
Mayor, City of Cartersville, Georgia

ATTEST:

Meredith Ulmer
City Clerk

D. Other

1. Comprehensive Plan Update

David Hardegree, City Planner came forward and stated the Georgia Planning Act of 1989 requires local governments to update their local comprehensive plan (Plan) every ten years. The Plan was last adopted in 2007. The Plan addresses key areas such as land use, housing,

transportation, economic development, recreation and natural resources. The annual Capital Improvements Element along with an updated Service Delivery Strategy will also be included. Adoption of the Plan is required to maintain Qualified Local Government status, which is tied to eligibility for state loans, grants, and technical assistance. The Northwest Georgia Regional Commission has prepared a Joint Plan update for Bartow County and all cities of Bartow County, including the City of Cartersville, for submittal to the Georgia Department of Community Affairs for review and approval. The Plan update must be adopted by February 28, 2018.

A motion to authorize the Mayor to sign a transmittal letter to submit to the Northwest Georgia Regional Commission was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

3. Election Results

Mrs. Ulmer went over the 2017 Municipal Election Results. Mayor Santini, and Council Member Hodge were reelected. Newly elected officials are Mr. Cary Roth for Ward 3 and Mr. Gary Fox for Ward 5. In the City School Board Elections Board Members: Johnson, Braid, and Dial were reelected. Ms. Louise Panter was newly elected to City School Board for Ward 5. Mrs. Ulmer recommended approval of the election results in order for the elected officials to be sworn in January 2018.

A motion to approve the 2017 Municipal Election Results was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0.

E. Contracts/Agreements

1. Joint Consent Agreement

Gary Riggs, Gas Department Head stated he is presenting the Consent Agreement for the Bartow County county-wide safety plan. Mr. Riggs recommended Council approval of this agreement and authorization for the Mayor and City Clerk to sign the agreement.

Motion to approve the Joint Consent Agreement for the Bartow County county-wide safety plan was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously.

F. Bid Award/Purchases

1. Vehicle Purchases

Tom Rhinehart, Finance Department Head came forward and stated various departments in the City are in need of new vehicles. A total of eleven bids were advertised on the city's website and seven vendors responded to the bids. There was only one vendor bid on all vehicles.

All vehicles were budgeted with the exception of one: the Water Department 4x4 half ton crew cab trucks, one was totaled in a wreck, and one of the Water Department medium duty trucks which had a blown head gasket that will cost more than the truck is worth. Budget amendments will be requested for the two additional unbudgeted trucks being purchased in the Water Department. Vehicles to be purchased using lease pool proceeds include: the Fire Department sedan, the Gas Department 4x4 regular cab pick-up trucks, the Gas Department medium duty truck, the Planning Department 4x4 regular cab pick-up trucks, the Recreation Department 4x2 half ton regular cab pick-up truck, and the Solid Waste 4x2 half ton regular cab pick-up truck.

Mr. Rhinehart recommended the purchase of the thirteen vehicles, excluding the recreation three quarter ton truck, be made from the vendors as previously stated at a total cost of \$445,175.86 and includes the add-ons for the fire sedan.

Bid documents are in the Finance Department office and are available for review upon request.

A motion to approve the vehicle purchases was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0.

3. Power Turf Renovator

Greg Anderson, Parks and Recreation Department Head came forward and stated Cartersville Parks and Recreation has researched a problem which occurs on the edge of the grass between outfield/infield, where grass and infield meet and also where lines are painted/chalked for foul lines and sidelines/field lines. These build-ups create an unlevel playing area and creates a safety hazard for our athletes. With limited resources and time to spend on the maintenance of 20 fields, Cartersville Parks and Recreation is not able to spend the needed time after each field usage to correct. The lip removal now consists of using a sod cutter to remove grass/lip and re-sodding the area.

Mr. Anderson recommended the purchase of the power turf renovator unit which provides aeration, de-thatches, verticutters and removes ball field lips. Staff members observed a demonstration of this unit and it performed the duties as advertised very well. The unit will work on the City's existing turf tractors.

CPRD staff recommends the purchase of a power turf renovator in the amount of \$10,995.00 from Power Turf Renovation, LLC. This is a sole source product and is a budgeted item which will be purchased through lease-pool.

Motion to approve the purchase of the Power Turf Renovator was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

Motion to add 5 items to the agenda was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

Added Items:

1. Compliance Order

Bob Jones, Water Department Head came forward and stated the Georgia Environmental Protection Division (GA EPD) enforces permit violations. During Hurricane Irma the City experienced high levels of wastewater. With higher flow rates efficiency decreases. In the past, in similar situations GA EPD has been understanding of the circumstances. This year the agency issued a \$700 fine. Mr. Jones stated there may need to be an internal administrative method to handle these situations in the future. Mr. Jones recommended the payment of \$700 to the GA EPD.

Council Member Stepp made a motion to approve the payment of the \$700 fine from the GA EPD; this motion was seconded by Council Member Wren and carried unanimously. Vote: 6-0.

2. Alcohol Ordinance

Mr. Mannino stated this ordinance would allow business owners with an alcohol pouring license, without a Sunday Sales license, the opportunity to apply for a permit free of charge to serve alcohol on Sunday, New Year's Eve. Each business would have to submit a qualified 3rd Quarter Report signifying their food sales are over 50% of their gross receipts. There are currently 8 pouring establishments within the City that may qualify. This ordinance was recommended unanimously by the Alcohol Control Board.

This is a first reading and does not require a vote. This ordinance will be voted on during the first December Council meeting.

3. Deed of Dedication

David Archer, City Attorney stated this is a Right of Way Deed of Dedication in regards to Wingfoot Park Phase II A, this includes a letter of credit for \$55,000.00 for maintenance if necessary.

Motion to approve the Deed of Dedication was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote: 6-0.

4. Ante Litem Notice

Mr. Archer stated the City has received an Ante Litem notice, which is a prerequisite to sue the City. The alleged claim is from a Mr. Jonathan Parker, who was injured while riding a bike and hit a speed bump. Mr. Parker's legal representation stated damages occurred. Mr. Archer stated he recommended denial of this claim due to lack of information and reports.

Motion to deny the ante litem notice was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote: 6-0

5. Resolution

Sam Grove, City Manager stated he is proposing a resolution that urges the Georgia General Assembly to oppose any legislation in regards to de-annexing property without public notice. A case in Stockbridge has been used an example.

Motion to approve this resolution was made by Council Member Tate and seconded by Council Tonsmeire. Motion carried unanimously. Vote: 6-0.

F. Monthly Financial Statement

Mr. Rhinehart stated there is a general fund increase and expenses have increased. LOST has increased. This is comparison of September 2016 to September 2017. Monthly deficient exist in Stormwater and the Gas Department, which is typical for this time of year. Cash is trending up.

Announcements:

Mr. Anderson stated the Cartersville 8's, 10's and 12 year old teams will be playing in the GRPA football championship this weekend at Dellinger Park.

After announcements a motion to adjourn the meeting was made by Council Member Stepp. Needing no second motion it carried unanimously. Vote 6-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini, Mayor

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk



City of Cartersville

**City Council Meeting
12/7/2017 9:00:00 AM
Appointment and Swearing in of Municipal Court Judge**

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is the annual reappointment of Municipal Court Judge, Harry White, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

12/7/2017 9:00:00 AM

Appointment and Swearing in of Assistant Municipal Court Judge

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is the annual reappointment of Assistant Municipal Court Judge, Jay Choate, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Development Authority of Cartersville

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Terms for Development Authority of Cartersville members Tommy Strickland, Walter Mahone and Ralph "Sonny" Miller will expire on January 6, 2018. Each of these members have agreed to continue serving if reappointed by Council. Their new term would expire on January 6, 2022.
City Manager's Remarks:	Council approval of the reappointment of the 3 individuals listed above to the Development Authority is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Daneise Archer HPC Recognition

SubCategory:	Commendation/Recognition
Department Name:	Planning and Development
Department Summary Recommendation:	The City will present an Award of Recognition to Daniese Archer for her 15 years of service on the Historic Preservation Commission.
City Manager's Remarks:	This is a ceremonial item thanking Ms. Archer for her years of service to the City.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

12/7/2017 9:00:00 AM

Alcohol Ordinance Amendment New Years Sunday Sales

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	This ordinance would allow business owners with an alcohol pouring license, without a Sunday Sales license, the opportunity to apply for a permit (no fee) to serve alcohol on Sunday, New Year's Eve. Each business would have to submit a qualified 3 rd Quarter Report signifying their food sales are over 50% of their gross receipts (State requirement for Sunday Sales). There are currently 8 pouring establishments within the City that may qualify. This ordinance was recommended unanimously by the Alcohol Control Board.
City Manager's Remarks:	This item is unchanged from first reading and is recommended for Council approval by the Alcohol Control Board.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the City of Cartersville Code of Ordinances, **CHAPTER 4 – ALCOHOLIC BEVERAGES, ARTICLE II. – LICENSING REQUIREMENTS, DIVISION 1. – GENERALLY. SEC. 4-36- 4-49. – RESERVED** is hereby amended by deleting said section it in its entirety and replacing it as follows:

Sec. 4-36. – New Year’s Eve.

- (1) When New Year’s Eve is on a Sunday, licensed establishments may apply for a special pouring license upon compliance with the following conditions:
 - (a) The establishment’s third quarter profits for the current year indicate that they had over fifty (50%) percent in food sales.
- (2) The conditions of the permit shall be as follows:
 - (a) Hours for consumption on the premises shall be from 12:30 pm Sunday to 1:30 am on Monday.
 - (b) No alcohol is allowed to be open in containers or on tables or other areas of the premises after 2:00 am Monday.
 - (c) The establishment must have submitted third quarter reports and said reports must verifiably indicate that food sales were over fifty (50%) percent of sales.
 - (d) The establishment cannot have been cited or charged with selling to a minor within the then current year.
 - (e) All other requirements of the City of Cartersville Code shall be met.
 - (f) There is no fee for said permit.

2.

Sections 4-37 through 4-49 are reserved.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Feb 15th Council Meeting Date Change

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	Requesting that February 15, 2018 Council Meeting be changed to Tuesday, February 13, 2018 because of Council members at GMA training.
City Manager's Remarks:	Council approval of moving the second meeting in Feb. to Tuesday the 13th is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

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

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 15th day of February, 2018 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 13th day of February, 2018 at 7 PM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 7th day of December, 2017.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

**City Council Meeting
12/7/2017 9:00:00 AM
Renewal of Professional Probation Contract**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The renewal contract for the City's service contract with Professional Probation Services for probation services offered through the Municipal Court is attached. The Chief Judge, Harry B. White, has approved of said contract and the City attorney has approved said contract. We request Council approval of the attached contract.
City Manager's Remarks:	Council approval of this probation services contract is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**STATE OF GEORGIA
COUNTY OF BARTOW**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 20_____, by and between the City of Cartersville, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Cartersville Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand

(\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Cartersville Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the solicitor and with the advice and express written consent of the solicitor, which is now given, the City designates PPSI as the sole private entity to be used for the purpose of monitoring program participants' compliance with a Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by sentenced offenders. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the solicitor.

PERIOD OF SERVICE

The performance of the aforementioned services shall initially be for five (5) years. The Contract shall commence on the _____ day of _____, 2017, and shall continue with a specific expiration date of the _____ day of _____, 2022. Upon approval and resolution of the City and consent of the Court, the Contract may be renewed for one (1) additional five-year period. Either party may terminate this Contract upon thirty (30) days written notice. The City may terminate this Contract immediately for cause, including without limitation material breach of this Contract, insolvency of PPSI, or filing of a voluntary or involuntary case in bankruptcy.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City. The City shall have no obligation for fees incurred during this contract term and none in subsequent renewals in accordance with O.C.G.A. §36-60-13.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Cartersville Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Bartow County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City:	The City of Cartersville 1 N. Erwin Street P.O. Box 1390 Cartersville, GA 30120
-----------------	--

As to PPSI:	Professional Probation Services, Inc. 1770 Indian Trail Road, Suite 350 Norcross, Georgia 30093 Attn: John C. Cox, President
-------------	---

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the _____ day of

_____, 20 ____.

THE CITY OF CARTERSVILLE

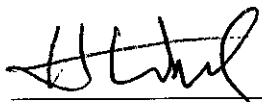
PROFESSIONAL PROBATION SERVICES, INC.

Matthew J. Santini, Mayor

John C. Cox, President

Meredith Ulmer, City Clerk

APPROVED BY THE CARTERSVILLE MUNICIPAL COURT



Harry B. White, Chief Judge



E. Keith Lovell, Solicitor



Specifications for Services

Pay-Only Probation Supervision	\$0.00 – First Month, then \$35.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.
Basic Probation Supervision	\$35.00 per month
Intensive Probation Supervision	\$40.00 per month with field visits
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$35.00 per month
Under the Influence Alcohol Course (for adults)	\$75.00
Alcohol-Wise JV Course (for juveniles)	\$75.00
Marijuana 101 Drug Education Course (for adults)	\$75.00
Marijuana 101 JV Drug Education Course (for juveniles)	\$75.00
STOPLifting Course (for adults)	\$75.00
STOPLifting JV Course (for juveniles)	\$75.00
Parent Alcohol and Drug Education Course (Parent-Wise)	\$0.00
Shoplifters Alternative Course	\$70.00
Electronic Monitoring	Random Breath Alcohol Monitoring (\$9.00 per day + \$50.00 Activation Fee) Defendant is summoned randomly to a SCRAM remote breath device to give a breath test. GPS Monitoring (\$10.00 per day + \$50.00 Activation Fee) A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones Trans-dermal Alcohol Monitoring (\$12.00 per day + \$50.00 Activation Fee) The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.
On-Site, Multi-Panel Drug Screen	\$15.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the PPSI Offender Management Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity
Domestic Violence Workshop	No Cost to any of our more than 40 locations nationwide
Anger Control Workshop	No Cost referral to a List of Certified Treatment Providers
Youthful Offender Workshop	No Cost referral to a List of Certified Treatment Providers
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the Court, and Naming the Court as an Additional Insured	No Cost – Professional and General Liability



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Joint Consent Agreement

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recommendation:	This is the Consent Agreement for the Floyd County County-Wide Safety Plan. We recommend Council approval of this agreement and authorization for the Mayor and City Clerk to sign the agreement.
City Manager's Remarks:	Similar to the local consent agreement approved last meeting, this one applies to Floyd County and City gas business there. Council approval of this agreement is recommended.
Financial/Budget Certification:	N/A
Legal:	This has been approved by the city attorney's office.
Associated Information:	

**BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION
STATE OF GEORGIA**

In Re:)
Floyd County-Wide Safety Plan) Docket No. 29327
)

JOINT CONSENT AGREEMENT

Come Now, the Facilities Protection Unit Staff ("Staff") of the Georgia Public Service Commission ("Commission") and Atlanta Gas Light Company ("AGL"), the City of Cartersville ("Cartersville"), the City of Adairsville ("Adairsville"), the City of Summerville ("Summerville") and Dalton Utilities ("Dalton") (collectively, "Applicants"); and hereby agree to presentation of the following proposed disposition of the above-styled matter:

FINDINGS AND CONCLUSIONS

1.

The Commission has jurisdiction over this matter pursuant to *inter alia*: O.C.G.A. §§ 46-2-20, 46-2-30, 46-2-53, 46-2-90, 46-2-91, 46-4-1, 46-4-31, 46-4-34, 46-4-35, 50-13-1 *et. seq.*; and Georgia Public Service Commission Rules 515-9-1-.01 *et. seq.*, 515-9-3-.01 *et. seq.* and 515-9-7-.01 *et. seq.*; all regarding the safe installation and operation of gas distribution systems within the State of Georgia.

2.

Commission Staff has safety jurisdiction over the facilities of municipal natural gas providers as delegated by the Commission pursuant to the legal citations contained *supra*.

3.

Applicants hereby waive any further conclusions of law with respect to the above-styled matter and agree that the Commission may enter an order based upon the agreements contained herein and the attached County-Wide Safety Plan ("CWSP") agreed to by the Applicants (and attached hereto as Exhibit "A"), without the necessity of receiving evidence in support thereof.

AGREEMENT

By signing below, Applicants and Staff hereby agree that the above-styled matters should be resolved by executing this Joint Consent Agreement as follows:

1.

This Joint Consent Agreement, if approved by the Commission, shall constitute a final resolution of the Floyd CWSP proceedings. Applicants agree that they will abide by the terms of this Joint Consent Agreement.

2.

The CWSP for Floyd County (see attached, Exhibit "A") agreed to by the Applicants and Staff, shall be the CWSP for Floyd County until otherwise ordered by the Commission.

3.

Compliance with all parts of the CWSP for Floyd County (*id.*) shall begin immediately upon issuance of the Commission Order adopting this CWSP. All timelines and action items contained within the Floyd CWSP shall be incorporated by reference into the body of this Consent Agreement as if specifically written herein and the failure of the Applicants to meet all such timelines and/ or act on all such action items shall be a violation of this Consent Agreement.

4.

The parties further agree that within sixty (60) days from the date of the Commission's Order adopting the transfers proposed in the attached CWSP, that each operator involved shall contact its customers to coordinate the events necessary for each transfer.

5.

The parties further agree that upon the Commission's Order adopting the transfers proposed in the attached CWSP, all such transfers shall not start earlier than March 20, 2018 and must be complete within one-hundred and eighty (180) days thereafter.

6.

All changes to the CWSP for Floyd County (*id.*) shall be made in accordance with *inter alia*, Commission Rule 515-9-7-.01 *et seq.*

7.

This Joint Consent Agreement shall not become effective until and unless it is approved by the Commission. Applicants enter into this Joint Consent Agreement without admission of fault or liability.

8.

The undersigned authorized representatives of Atlanta Gas Light Company, the City of Cartersville, the City of Adairsville, the City of Summerville and Dalton Utilities acknowledge by their respective signatures below that each has read this Joint Consent Agreement and understands its contents. The undersigned hereby further acknowledge that each Applicant has a right to a

hearing in these matters and does freely, knowingly, and voluntarily waive such right by entering into this Joint Consent Agreement. The undersigned hereby consent on each Applicant's behalf to the resolution of the Floyd CWSP proceedings as provided for herein.

This ____ day of _____ 2017:

Consented to:

Bryan Batson SVP of Southern Company Gas,
President and Authorized Representative of Atlanta
Gas Light Company

Hon. Matt Santini, Mayor and Authorized
Representative, City of Cartersville

City Clerk

Hon. Kenneth Carson, Mayor and Authorized
Representative City of Adairsville

Hon. Harry Harvey, Mayor and Authorized
Representative, City of Summerville

Tom Bundros, CEO and Authorized Representative,
Dalton Utilities

Michelle Thebert, Director, GPSC Facilities Protection
Unit, on behalf of Staff



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
UPC 2018 Annual Membership Fee

SubCategory:	Other
Department Name:	Gas Department
Department Summary Recommendation:	We are required by state law to be a member of the UPC. This is our annual membership dues invoice in the amount of \$9,714.69. I recommend council approval of this invoice.
City Manager's Remarks:	Council approval of the invoice above to UPC is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	



PO BOX 536434
ATLANTA, GA 30353-6434
770-623-4332, Option #4

Know what's below.
Call before you dig.

Invoice

Date	Invoice #
1/1/2018	A18159

Member Code
CTV

☐	Monthly
☐	Quarterly
☐	Annual

Bill To
CITY OF CARTERSVILLE (CTV) P.O. Box 1390 Cartersville, GA 30120

Remit to:
Utilities Protection Center, Inc.
PO Box 536434
Atlanta, GA 30353-6434

P.O. No.	Terms
	Due on Receipt

Item	Description	Quantity	Rate	Amount
Annual	2018 Annual Membership Fee	1	9,714.69	9,714.69

Total \$9,714.69

Payments/Credits \$0.00

Balance Due \$9,714.69

C/Gas
NOV 09 2017

If paying by check, please include your invoice number and member code, if applicable, to ensure payment is applied correctly.

Thank you!

Item # 10



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Bienville Parish Taxes

SubCategory:	Other
Department Name:	Gas Department
Department Summary Recommendation:	The attached tax bill, in the amount of \$5,782.95, is for property taxes on the gas we have in storage in Bienville Parish. I recommend Council approval of this amount.
City Manager's Remarks:	Council approval of this tax payment relative to the Gas in storage is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	



SHERIFF JOHN E. BALLANCE
BIENVILLE PARISH SHERIFF'S OFFICE
 PO BOX 328
 ARCADIA, LA 71001-0328

FOR ADDRESS CORRECTION CALL 318-536-5037 EXT 2306 or 2307 OR TO
 QUESTION ASSESSED VALUE OR HOMESTEAD EXEMPTION CALL
 318-263-2214.

078990



7099
 2100006200
 CITY OF CARTERSVILLE
 ATTN: GAS DEPARTMENT
 PO BOX 1390
 CARTERSVILLE GA 30120-1390

2017 TAX STATEMENT

TAX YEAR: 2017
 TAX NOTICE #: 2100006200
 PARCEL #: 2100006200

TOTAL TAX DUE: \$5,782.95

**TAXES WILL BECOME DELINQUENT
 JAN. 1ST WITH AN INTEREST RATE OF
 1% PER MONTH FOR UNPAID TAXES
 AFTER DECEMBER 31, 2017**

CLASS OF PROPERTY	ASSESSED VALUE	HOMESTEAD	EXPLANATION	MILLAGE	TAX DUE
50 STORED GAS L&N	51,050	0	(01) PARISH WIDE TAX	97.57	4980.95
Assessed Value:	51,050		(20) N.B.P. FIRE	6.70	342.04
Homestead Exemption:	0		(28) SCH. DIST.#28	0.00	0.00
Taxable Value:	51,050		(40) REC. DIST#1	3.01	153.66
			(41) HOSP. DIST #2	0.00	0.00
			HOSP. DIST. #2	6.00	306.30
Website for online payments: bienvillesheriff.org					
Property Description: (COMPLETE DESCRIPTION AT COURTHOUSE)				TOTAL TAXES DUE:	\$5,782.95
NATURAL GAS IN STORAGE AT BEAR CREEK STORAGE FACILITY (SN)					

PLEASE RETURN THE STUB BELOW WITH YOUR PAYMENT TO ASSURE PROPER RECORDING OF PAYMENT.

DETACH AND KEEP TOP PORTION



SHERIFF JOHN E. BALLANCE
BIENVILLE PARISH SHERIFF'S OFFICE
 PO BOX 328
 ARCADIA, LA 71001-0328

2017 TAX STATEMENT

TAX NOTICE #: 2100006200
 PARCEL #: 2100006200

TOTAL TAX DUE: \$5,782.95

Website for online payments: bienvillesheriff.org

MAKE CHECKS PAYABLE TO:

JOHN E. BALLANCE
 SHERIFF & EX-OFFICIO TAX COLLECTOR
 BIENVILLE PARISH
 PO BOX 328
 ARCADIA, LA 71001-0328

Item # 11



TAXPAYER:

CITY OF CARTERSVILLE
 ATTN: GAS DEPARTMENT
 PO BOX 1390
 CARTERSVILLE GA 30120-1390

☐ CHECK HERE IF OWNER OR ADDRESS IS INCORRECT, MAKE CORRECTIONS ON BACK



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
GDOT Southeast Rome Bypass

SubCategory:	Other
Department Name:	Gas System
Department Summary Recommendation:	GDOT wants to purchase property and an easement for the construction of the Southeast Rome Bypass in the amount of \$5,500.00. I recommend Council approval of this item.
City Manager's Remarks:	Council approval of allowing GDOT to purchase property owned by GDOT is recommended.
Financial/Budget Certification:	
Legal:	This has approved by the City attorney.
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

October 21, 2016

City of Cartersville
Attn: Mr. Gary Riggs/Ms. Deska Brown
4 Cook Street
Cartersville, GA 30161

RE: PROJECT: EDS-27-(127)
COUNTY: Floyd
PARCEL: 80 **P.I.#** 662420

Dear Property Owner:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible **0.901** acres of your property in fee simple, **N/A** acres of permanent construction easement and **448.53** LF of limited access will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who after careful consideration have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be **\$5,500.00**. The attached form, entitled "Statement of Estimated Values", separates certain elements comprising the above listed value.

Our Consultant Right of Way Specialist, **Virginia Leming** located at **31 Berkeley Place, Cartersville, GA, 30121**, telephone number **(770) 655-3643** representing the Department, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. She will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed "Option For Right Of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,
Curtis D. Comer, P.E.
District Engineer
BY:

Virginia Leming

Virginia Leming
Right of Way Consultant
For Georgia Department of Transportation

/VL
Attachment(s)

Rev. 02-18-2011

Item # 12

STATEMENT OF ESTIMATED VALUES

1. Project No.: EDS00-0027-00(127) County: Floyd Parcel: 80
2. Owner(s): City of Cartersville
Address: 4 Cook Street, Cartersville, GA 30120
3. Property Location: South side of the Terminus of Hine Rd SE, Rome, GA 30161
- | | <u>FAIR MARKET
VALUE REQUIRED</u> | <u>FAIR MARKET VALUE
INCLUDING CERTAIN REMNANTS</u> |
|--|---------------------------------------|---|
| 4. Estimated Value of Land and
Improvements and/or Easement if
applicable:
0.901 ac. of fee/\$6,000
448.53 LF of Limited Access Rights | \$5,406.00 | \$ |
| 5. Estimated Value of all
consequential or severance damages: | \$ | \$ |
| 6. Estimated Value of Certain Remnant(s): | | \$ |
| 7. Total Estimated Fair Market Value: | \$5,500.00(Rd) | \$ |

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

8. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
City of Cartersville	Fee Simple	\$5,500.00 (Rd.)

Total Estimated Fair Market Value: \$5,500.00(Rd.)

9. If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing \$ N/A (Salvage Value) and/or

(b) Require a Performance Bond of

Total Withheld at Closing \$ N/A

10. You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 10/21/16 PREPARED BY: Virginia Leming
Staff Negotiator

**DEPARTMENT OF TRANSPORTATION
OPTION FOR RIGHT OF WAY**

GEORGIA, FLOYD COUNTY

P.I. #: 662420

PARCEL NO.: 80

Received of The Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$5,500.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the Construction of the Southeast Rome Bypass (from SR 101 to US 411/SR 20) being Parcel 80 consisting of 0.901 acres in fee, n/a acres of permanent easement and 448.53 Lin. Ft. of access rights on Georgia Highway Project Number EDS-27(127).

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$ N/A, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

*****SPECIAL PROVISION*****

Grantor may retain title to N/A for sum of N/A which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the N/A harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of N/A which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation

*****OTHER PROVISIONS*****

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional _____ acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$ _____ which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands.

**DEPARTMENT OF TRANSPORTATION
OPTION FOR RIGHT OF WAY**

GEORGIA, FLOYD COUNTY

P.I. #: 662420

PARCEL NO.: 80

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, said plans being identified as Project Number EDS-27 (127).

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Witness my hand and seal this ____ day of _____, 20 ____.

(L.S.)

(L.S.)

Signed, Sealed and Delivered
in the presence of:

Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(Date)



Item # 12

[illegible]

PRELIMINARY PLANS

Georgia Department of Transportation

Owner's Receipt of Plans & Explanation

Acknowledgement

DATE: October 21, 2016

PROJECT NO.: EDS00-0027-00(127)

COUNTY: Floyd

P.I. NUMBER: 662420

PARCEL NO.: 80

OWNER(S): Maret and Frances Goss

I have this date received the following full-sized and / or half-sized (to scale):

Right of Way plans, dated May 25, 2007, last revised March 23, 2016;

Roadway cross-section plans dated May 25, 2007;
(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

Driveway profiles (if applicable) dated N/A,
(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

Also, I acknowledge that the Right of Way Specialist OR Right of Way Consultant Virginia Leming (print name) representing the Department has explained the above stated plans to me (us) and the effects of the proposed project on my (our) property as of this date.

Owner's Name _____
(Print Name)

Signature _____

Owner's Name _____
(Print Name)

Signature _____

Negotiator's Name Virginia Leming
(Print Name)

Signature Virginia Leming

ACKNOWLEDGEMENT OF ACCESS CONTROL

Project No.: EDS00-0027-00(127) County: FLOYD

Parcel No.: 80

Owners: City of Cartersville

I, the above named, do hereby certify that I am aware that certain access rights are being acquired as part of the acquisition of Subject parcel.

A representative of the Department of Transportation has explained in detail the location of the access rights being acquired to the degree that I am fully aware of the location of the access control and understand exactly the access, if any, which my remaining land will have after the execution of the deed for Subject parcel.

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

GDOT AVAILABILITY OF INCIDENTAL PAYMENTS: CLAIM FORM

P.I. # 662420 PROJECT NO.: EDS00-0027-00(127)

COUNTY: FLOYD PARCEL: 80

NAME: City of Cartersville PHONE#: 770-387-5642 DATE: October 21, 2016

SOCIAL SECURITY# or FEI# (include SS# for each property owner)

PROPERTY ADDRESS: South Side of the Terminus of Hine Rd SE, Rome GA 30161

MAILING ADDRESS: 4 Cook Street, Cartersville, GA 30120

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Georgia Department of Transportation purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be your responsibility to provide to the Department of Transportation copies of your paid receipt(s) as described in Property Tax Payments section below.

1. Property Tax Payments are handled as follows:

- A. **For Total Acquisition of your property (by GDOT)**, a deduction for your pro-rata share of the taxes will be withheld at closing. Upon receipt of your property tax bill for the current year, you should immediately forward the property tax bill to the Department with this letter and a completed W9 for payment to the address below.
- B. **For Partial Acquisition of your property (by GDOT)**, the Department will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Department upon receiving a copy of your paid tax bill receipt. Paid property tax receipt(s) must be mailed to the Department with this letter and a completed W9 to the address below.

Mr. Wates Keller
Georgia Department of Transportation
Office of Rights of Way, 14th Floor – Right of Way Property Taxes
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

2. Survey Work Reimbursements are handled as follows:

You may also be eligible for reimbursement for reasonable survey fees to re-establish existing property corner pins that were removed as a result of construction of the project. Your assigned Right of Way Agent for survey incidental benefits is:

Right of Way Agent: Virginia Leming **Phone:** 770-655-3643

(1) Contact your Right of Way Agent before proceeding with survey; send estimate and obtain pre-approval.

(2) Your Right of Way Agent will need this completed claim form, survey estimate, and paid receipt in order to submit claim to General Office for reimbursement.

Survey Pre-Approval: For Department Use Only

Survey Estimate Amt: \$_____ Date of Estimate: _____ Survey Reimbursement Amt Approved: _____

Pre-approved Signature (for Reimbursement): _____, GDOT Right of Way Project Manager

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and the attached W9 is required. You must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Sincerely,



Troy D. Byers

Rights of Way Administrator

Item # 12

RA-61 Rev. 08-22-2011

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Floyd County Property Tax

SubCategory:	Other
Department Name:	Gas System
Department Summary Recommendation:	The attached tax bill, in the amount of \$6,845.86, is for our facilities in Floyd County. I recommend Council approval of this amount.
City Manager's Remarks:	Council approval of payment of the Floyd County tax bill for Gas facilities there is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

2017 Property Tax Statement

Kevin Payne
Floyd County Tax Commissioner
#4 GOVT PLAZA
Floyd County Historic Court House
Rome, GA 30161

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Floyd County Tax Commissioner

CARTERSVILLE CITY GAS CO
ATTN: GARY W RIGGS-DIRECTOR
P O BOX 1390
CARTERSVILLE, GA 301201390

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

✂

Kevin Payne
Floyd County Tax Commissioner
#4 GOVT PLAZA
Floyd County Historic Court House
Rome, GA 30161



Tax Payer: CARTERSVILLE CITY GAS CO
Map Code: 999 022 **REAL**
Description: PUBLIC UTILITY OPERATING-UNINC
Location: PUBLIC UTILITY
Bill No: 2017-7501
District: 002 FLOYD COUNTY

Phone: (706) 291-5148 Fax: (706) 233-0033

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through		Exemptions	
564,906	0	.0000	564,906	01/26/2018		12/18/2017			
Entity		Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX		564,906.00	225,962.00		225962	.0000			.00
COUNTY M&O		564,906.00	225,962.00		225962	12.1460	2,744.53		2,143.70
SALES TAX ROLLBACK					225962	-2.6590		-600.83	
SCHOOL M&O		564,906.00	225,962.00		225962	18.3550	4,147.53		4,147.53
FIRE TAX		564,906.00	225,962.00		225962	1.6500	372.84		372.84
SOLID WASTE		564,906.00	225,962.00		225962	.6560	148.23		148.23
TOTALS						30.1480	7,413.13	-600.83	6,812.30

ADJUSTED BILL

This gradual reduction and elimination of the state property tax millage rate is the result of property tax relief passed by the Governor and the House of Representatives and the Georgia State Senate.

Interest at a rate of 1% per month begins after the due date. After 90 days a penalty of 10% will be added. We encourage you to pay your bill by mail or on our website at www.trouppcounty.paytaxes.net. If a receipt is desired, please include a stamped self-addressed envelope. If your bill is to be paid by a mortgage company, send the top portion of this statement to them. for your convenience.

Current Due	6,812.30
Penalty	0.00
Interest	32.56
Other Fees	1.00
Previous Payments	0.00
Back taxes	0.00
TOTAL DUE	6,845.86

Item # 13

Printed: 11/27/2017



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
HSPS No. 2 Throttling Valve

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	On 06/02/2016 Council approved a design services bid for Wiedeman and Singleton Engineers (WSE) to stabilize the Number 2 High Service Pump Building (HSPB #2) foundation. The approved amount was \$271,425.00. The scope of work includes design of a micropile foundation stabilization system of the exterior wall, removal of the interior shallow foundation supported floor and pipe cradles, design of an interior deep pile pipe support system and restoration of all floor and support structures. In order to facilitate the foundation repair, all piping from the pump flange to outside the building will need to be removed and reinstalled. Project design is essentially complete. During design of this project we began experiencing intermittent operational problems with the Number 3 High Service Pump (HSP #3) throttling valve. The valve was rebuilt which repaired the problem for a short period of time. The valve has failed again. Rather than continue to dump money into a 25 year old valve for which manufacturer support is closing, we asked WSE to design a new throttling valve to be installed during reinstallation of pipe. In order to properly design and specify a new valve WSE is requesting additional funds in the amount of \$19,210.40. I believe this work is needed and their request is reasonable considering the change in scope. I recommend the requested amount be added to the existing WSE contract for incorporation into the larger project. This is a budgeted item and will be paid from account 505.3310.54.2326 – HSPB #2 Stabilization.
City Manager's Remarks:	Council approval of the contract increase amount listed above is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.3310.54.2326 HSPB #2 Stabilization.
Legal:	
Associated Information:	

Cover Memo

WIEDEMAN AND SINGLETON, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

November 16, 2017

Mr. Bob Jones
Director Water Department
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: HSPS #2 Throttling Valve
Cartersville Water Plant
027-16-122

Dear Bob:

It is our understanding that the City needs to install a throttling valve on the discharge line from the High Service Pump Station which will work similarly to the valve on HSPS #1. We have contacted the actuator manufacturer with regards to the proposed valve and based on that information our opinion of cost for the modification will be \$75,000 to \$85,000 if the work is part of the HSPS #2 contract. The price will be considerably more if the work is separated from the contract and executed later.

Our scope of work will be to design a valve which can be throttled from the plant SCADA system. The valve will be installed as part of the HSPS #2 contract. The valve will require an electrical connection and a connection to the SCADA system. A wireless connection like the valve at HSPS #1 is anticipated.

The project will not require an engineering report; however, we do intend on providing a brief technical memorandum for your review which outlines reasonable design alternatives prior to beginning detailed design. Some additional construction services will be required. The extent of resident work will depend upon how the contractor stages his work. We have attached a breakdown of our estimate of engineering services.

Bob Jones
November 16, 2017
Page 2

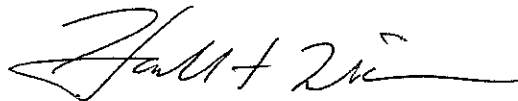
We recommend the following additions to the HSPS #2 contract:

Task 2 - Design Services: \$12,216
Task 4 – Construction Office: \$3,912
Task 5 – Construction Resident: \$3,082.40

It is our understanding that our existing contract would be amended rather than executing an entirely new agreement. If this proposal is acceptable, please let us know at your earliest convenience. We appreciate your consideration of our firm for these services. We look forward to working with you and your staff.

Sincerely,

WIEDEMAN AND SINGLETON, INC.

A handwritten signature in black ink, appearing to read "Hal Wiedeman", with a stylized flourish at the end.

Hal Wiedeman, P.E.
President



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Truck Shed Expansion

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department needs to build an addition onto our existing truck shed to keep some of our vehicles and equipment out of the weather. Our request for bid was posted on the city website and we received 4 bids. The low bidder was AB Construction & Development, LLC with a bid of \$51,351. They have been in business for approximately 1.5 years and have not done any comparable projects. Because of these reasons, we are asking Council to approve the second lowest bidder, Womack, Lewis & Smith with a bid of \$55,849.00. We also request Council pre-approve City Attorney, Keith Lovell to finalize the contract with Womack, Lewis and Smith.
City Manager's Remarks:	Council approval of the Womack, Lewis & Smith bid outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item in the FY17-18 budget.
Legal:	
Associated Information:	

Electric Department Truck Shed Expansion					
The Electric Department needs to build an addition onto our existing truck shed in order to park some of our vehicles and					
equipment out the weather. The request for bid was posted on the city website. We received 4 bids that are shown below.					
<u>Company Name</u>	<u>Bid Amount</u>				
AB Construction & Development, LLC	\$51,351.00				
Womack, Lewis & Smith, Inc.	\$55,849.00				
Graham Commercial Contractors, LLC	\$59,346.00				
Earl Hightower Construction	\$68,750.00				
This is a Budgeted item in the FY16-17 budget.					



City of Cartersville Electric System
Attn: Don Hassebrock
PO Box 1390
320 S. Erwin Street
Cartersville, GA 30120

November 10, 2017

DELIVERED NOVEMBER 10, 2017

via email: dhassebrock@cityofcartersville.org

via fax: 770-387-5630

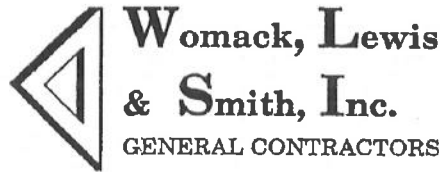
Revised Proposal

AB Construction & Development purposes to complete the following scope of work for the City of Cartersville Electric System - Truck Shed Expansion, located at 320 South Erwin Street, Cartersville, GA.

- Per the project description in the Bid Invitation and Site Plan within the Bid Documents and Assumption that the slab on grade is 6" in thickness.
- Including Performance and Payment Bond.

For the Sum of \$51,351.00

AB Construction & Development, LLC
7717 Villa Rica Highway, Dallas, GA 30157
Ted Merrill | 678-491-9412 | tmerrill@ab-c-d.com



POST OFFICE BOX 1750 • CARTERSVILLE, GEORGIA 30120 • FAX (770) 382-3334 • TELEPHONE (770) 382-3497

November 8, 2017

From: Womack, Lewis, & Smith, Inc.
 Travis Clifford
 P.O. Box 1750
 Cartersville, Georgia 30120
tclifford1997@gmail.com
 770-382-3497

To: City of Cartersville Electric Department
 Mr. Don Hassebrock
 P.O. Box 1390
 320 South Erwin Street
 Cartersville, Georgia 30120

Mr. Hassebrock,

We would like to submit the following proposal for the truck shed expansion as listed in the bid solicitations by the City. Our proposal includes the following:

- Demolition of existing asphalt as required
- any necessary shoring and grading
- CMU retaining walls and footings
- Backfill
- 4,000 psi concrete slab
- Concrete ramp
- Structural steel
- Erection
- R panels for roof and siding and all necessary fasteners
- Trim and gutters
- Construction of new end wall with existing end wall to remain as is
- 8' tall wood panels to match existing
- New power and lights to match existing
- Payment and Performance Bond

Our quote includes patching back any asphalt that needs to be removed for the expansion with concrete. If asphalt is desired then we would need to add \$1,650.00 to our price.

Our total price for this work as described above and in the bid solicitation by the City of Cartersville is \$55,849.00.

Thank you for the opportunity.

Sincerely,
Travis Clifford
Project Manager
Womack, Lewis, & Smith, Inc.



PROPOSAL
#248111017-1

218 East Main Street
Cartersville, Georgia 30120
Phone (770) 382-9565
Fax (770) 382-5567
general@grahamcommercial.org
www.grahamcommercial.org

November 10, 2017

TO City of Cartersville
Electrical Department
320 S Erwin St
Cartersville GA 30120

Job: Additional Bay on Back Building

ITEM	DESCRIPTION	TOTALS
*****	GCC will pull permits but cost will be waived/covered by the City of Cartersville	
1	Erosion - Row of hay bales along rear - Concrete washout area	
2	Foundation - Saw cut and haul off asphalt - Foundation walls - Dirt to fill foundation - 6" Slab - 6 Mil Poly and Wire reinforcement - Apron around building	
3	CECO Pre-engineered Building - Will provide a set of engineered stamped plans for new structural addition. - 25'x40'x19' - Double slope screw down roof to match pitch - Existing end wall will stay - (1) skylight in rear slope - All panels and trims will match as close as possible.	
4	No Insulation	
5	Erection of building with equipment	
6	Electrical - (2) 2x4 high bay lights - (1) switch - (2) receptacles	
7	Interior wall panels - Install T11 panels on the 3 interior walls	
8	Dumpsters/Clean up	
9	Supervision/Overhead	
SUBTOTAL		55,846.00
COST FOR P&P BOND ALLOWANCE		3,500.00
TOTAL		\$59,346.00

THANK YOU FOR YOUR BUSINESS!

Earl Hightower Construction
PO Box 200763 Cartersville, GA. 30120
Earlhightower@bellsouth.net
770-560-5844
License # RLCI 000657

Scope of Work

This bid is for all labor, material and equipment needed to erect a 25'x40' expansion to existing truck shed consisting of.

- 1- Self supporting metal building to attach and match and join existing structure.
- 2- Footings and poured 8" concrete walls so finished floor is the same elevation as existing structure. 6" concrete slab with light broom finish for floor. Concrete apron to wrap around South end of new structure with a 2 to 1 slope for drainage.
- 3- Electrical shall consist of 3- 3 bulb fluorescent or LED lights with 2 truck warming plugs and 3 receptacles and photo cell for lights and 2 switches.
- 4- T-111 siding to be installed and painted on all enclosed areas of new structure.
- 5- All construction debris to be removed and site cleaned upon completion.

Total bid amount:

**Sixty eight thousand seven hundred fifty and 00/100 dollars.
\$68,750.00**

Thank you for this opportunity to bid.

Earl Hightower



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Cogsdale Software Maintenance Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The annual Cogsdale software maintenance invoice has been received in the amount of \$72,249.53. It represents an increase of about 5.0% from last year's invoice and will cover the increasing cost that Cogsdale has to pass on to its customers for providing support service and on-going product improvements. I was assured by Cogsdale that all of their clients have had an increase of the 5.0% and that they are striving to constantly improve the level of support service they provide to existing customers. This invoice was a 5% increase versus a 2.71% increase for last year, but I was assured that they are doing everything they can to keep the cost down. This is a budgeted item and I recommend your approval of the Cogsdale invoice for payment in the amount of \$72,249.53.
City Manager's Remarks:	Council approval of the payment to Cogsdale re: software maintenance is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Invoice
Date
Page

MN0002535
11/14/2017
1 of 1

Please remit to:
62117 Collection Center Drive
Chicago, IL 60693-0621

Bill To
Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

Ship To
Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

Purchase order No	Customer ID	Salesperson ID	Shipping Method	Payment Terms
	CART01	CAWLEYR	LOCAL DELIVERY	MN JAN

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	PROP-WM	4 Digit CC (QUO-2842): 1/1/2018 to 12/31/2018	US\$455.11	US\$455.11
1.00	PROP-CSM	CSM: 1/1/2018 to 12/31/2018	US\$30,752.32	US\$30,752.32
1.00	PROP-CUSTWB	Customer Web: 1/1/2018 to 12/31/2018	US\$6,989.22	US\$6,989.22
1.00	PROP-WM	Electric Rate Change (QUO-2992): 1/1/2018 to 12/31/2018	US\$2,364.89	US\$2,364.89
1.00	TPM-GP-CIS	GP/ Smartlist: 1/1/2018 to 12/31/2018	US\$31,241.95	US\$31,241.95
1.00	TPM-GREENS	Greenshades: 1/1/2018 to 12/31/2018	US\$446.04	US\$446.04
			Subtotal	US\$72,249.53
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$72,249.53

Invoice Questions? Please call Roman Sokil at 613-226-5511 ext 2504 OR e-mail
rsokil@harriscomputer.com

Item # 16



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Street Sweeper

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	The Stormwater Division of Public Works is requesting the purchase of a new street sweeper to replace one of our aging street sweepers that has exceeded its viable life expectancy. This Crosswind Single Engine Regenerative Air Sweeper is made by Elgin and will be mounted on a 2018 Freightliner chassis. Public Works recommends the purchase of this street sweeper from Environmental Products-Georgia via a state contract of \$234,940.00. This is a budgeted item.
City Manager's Remarks:	Council approval of the bid outlined above from Environmental Products - Georgia for a new street sweeper is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid from cash reserves.
Legal:	
Associated Information:	



Presents a Proposal Summary

of the



Crosswind

Crosswind Single Engine Regenerative Air Street Sweeper

for

Cartersville, GA

STANDARD FEATURES

- 8 yard hopper
- Patent-pending Single Engie Power system
- Alternator, 95 amp
- Backup Alarm, electric
- Blower, HARDOX®500 steel with linatex lined housing
- Brooms, hydraulic rotation
- Brooms, Dual
- Camera, rear mounted
- Console, w/rocker switches for all sweep functions, with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper "up", hopper rear door "open" and hopper "full", with RPM control, side broom down pressure controls and automotive style blade fuses
- Doors, access fiberglass doors provide easy service and maintenance on hydraulic and electrical system
- Electronic Actuated Throttle, sweep resume/sweep transport/reverse pick-up
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external manual controls.
- Hose, hydrant fill, 16'8" (5080 mm) with coupling
- LED Clearance Lights
- Lights; rear clearance and rear identification
- Manuals, operator and parts
- Pick-up head, hydraulically operated,
- 14" outside diameter pressure hose,
- 12-3/4" inside diameter
- suction hose with quick disconnect on suctions side
- Water system; one (1) rocker switch with HI / LOW setting, with manual valves for water control
- Spray nozzles, sixteen (16), seven (7) in the
- pick-up head, three (3) in the suction
- nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Vacuum enhancer, external manually operated
- Water tank, molded polyethylene, 240 gallons
- Water pre-filter, hydrant fill hose
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty

ADDITIONAL FEATURES

- 2018 Freightliner M2 Dual Steer Chassis
- Memory Sweep
- Sidebroom Tilt Option Right Hand
- Sidebroom Tilt Option Left Hand
- Hopper Liner System
- 6" Hopper Drain
- Hydraulic Heavy Duty Wandering Hose
- Front Spray Bar
- Functional Control of Water System
- Vacuum Enhancer with In-cab control
- In-Cab Hopper Dump
- In-Cab Curtain Lifter control
- High Pressure Washdown System
- Hydraulic Oil Level Gauge W/Thermometer on Tank
- LED Cab & Rear Strokes with LED Arrowboard

- Dual LED Sidebroom Lights
- Sweeper - Operator Manual
- Sweeper Parts Manual
- Delivery and Training to Cartersville, GA

Sale Price per GA State Contract Total:**\$234,940.00**

Price valid for 30 Days from date of 11/28/2017

Product Model: CROSSWIND

Product Model: CROSSWIND

Proposal Date: 11/28/2017

Quote Number: 2017-23235

Price List Date: 11/20/2017

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

____ Date: _____

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPEAR COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in tis products without imposing any obligation upon itself to change or improve previously manufactured products.



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Bid 17-012 - Dellinger Tennis Covered Pavilion

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Bid 17-012 Dellinger Park Tennis Covered Pavilion Construction was legally advertised on the city web site and a bid document was emailed to 8 local contractors. We received 2 bids and have received 2 outstanding references for the low bidder. Our department is recommending the low bid of \$48,041.00 which includes the metal standing seam roof from AB Construction and Development, LLC, Dallas GA. This pavilion will be used by our recreation staff and Etowah Tennis Association, for sanctioned USTA Youth and Adult Tournaments, local USTA and ALTA Leagues, Cartersville High School & Middle School teams and CPRD's summer tennis clinics and camps. We request Mayor Santini be approved to sign any and all related documents. This project is budgeted and funded by GO Bonds. The Bid Request 17-012 can be viewed in the City Clerk's office.
City Manager's Remarks:	Council approval of the low bid as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid with GO Park & Rec Bond funds.
Legal:	
Associated Information:	All required documentation was submitted.

Dellinger Park Tennis Covered Pavilion
Construction
BID #17-012

PROPOSAL FORM

TO: Greg Anderson (Dellinger Park Tennis Covered Pavilion Bid#17-012)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH SCOPE OF WORK FOR BIDDER/CONTRACTOR I, THE
UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE DELLINGER PARK
TENNIS COVERED PAVILION FOR MONETARY CONSIDERATIONS.

Acknowledgement the receipt of Addendum(s) numbered 1 through 2.

1. TOTAL BID PRICE W/ STANDING SEAM METAL ROOF: \$ 48,041.00

ALTERNATE 1:

2. TOTAL BID PRICE W/ FIBERGLASS SHINGLE ROOF: \$ 42,857.00

AB Construction & Development, LLC
BIDDER: _____ BY: Theodore E. Merrill

TITLE: Managing Partner SIGNATURE: 

ADDRESS: 7717 Villa Rica Highway

Dallas, GA 30157

PHONE NUMBER: 678-491-9412 E-MAIL tmerrill@ab-c-d.com

CONTRACT AGREEMENT

THIS AGREEMENT, made this 29th day of November, 2017, by and between the City of Cartersville, Georgia, hereinafter called "**City**", and AB Construction & Development, LLC, hereinafter called "**Contractor**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed for the City, Contractor hereby agrees to commence and complete the construction of "Dellinger Park Tennis Covered-Pavilion project entitled:

**Bid Package
Bid#17-012
Dellinger Park Tennis Cover-Pavilion
Construction**

Hereinafter call the "**Project**", for the proposal price, _____, will include material and construction for 1-Covered Pavilion as described in work scope of Bid #17-012.

Immigration Reform Compliance Requirement – during the entire duration of this bid and construction of covered pavilion all parties shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1, as amended.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed on original, in the year and day first above written.

AB Construction & Development, LLC CITY OF CARTERSVILLE, GA

BY: _____

Bidder Theodore E. Merrill
Managing Partner

(Mayor Matthew J. Santini)

ATTEST: _____

(Seal)

ATTEST: _____

(Meredith Ulmer, City Clerk)



ABCON-1

OP ID: KC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jowers-Sklar Insurance Agency 706 E 2nd Avenue PO Box 511 Rome, GA 30162-0511 Emmett A. Long	CONTACT NAME: Emmett A. Long PHONE (A/C, No, Ext): 706-232-9704 FAX (A/C, No): 706-232-1220 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Builders Insurance Group INSURER B: Travelers 25658 INSURER C: Liberty Mutual Insurance 23043 INSURER D: INSURER E: INSURER F:
--	--

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PKG024386000	06/28/2017	06/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			BA6J66221217SEL	06/28/2017	06/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB024386200	06/28/2017	06/28/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV024319200	06/28/2017	06/28/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk			BMO(18)58124803	06/28/2017	06/28/2018	Materials 45,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insurance Information

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Emmett Long

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Item # 18

SAVE AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Theodore E. Merrill

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

AB Construction & Development, LLC

[Name of business, corporation, partnership]

1) X I am a United States citizen

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

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



Signature of Applicant:

11/29/2017

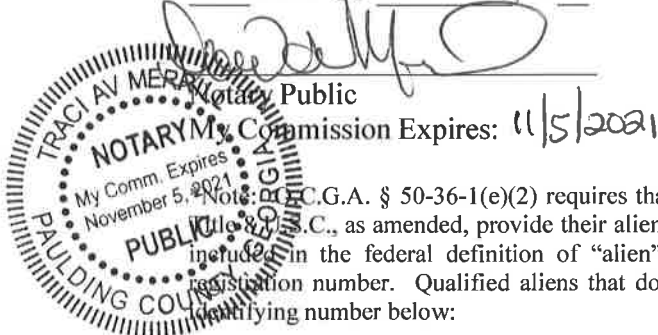
Date

Theodore E. Merrill

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF November 20 17

* _____
Alien Registration number for non-citizens



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

**E-VERIFY
CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT**

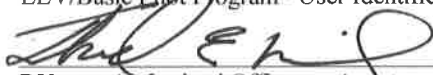
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any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

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

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

#422846

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer or Agent
(Contractor Name)

11/29/2017

Date

AB Construction & Development, LLC

Managing Partner

Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

7717 Villa Rica Highway, Dallas, GA 30157

Contractor Address

Theodore E. Merrill

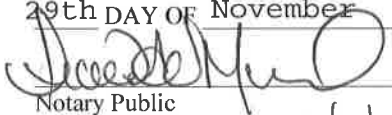
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

29th DAY OF November

, 2017



Notary Public

My Commission Expires: 11/5/2021



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

Reference Page**Contact information of four – (4) completed projects as stipulated in bid.**

1. COMPANY: Something Special
CONTACT: Stan Fitzgerald
ADDRESS: 31 Sparks Drive, Hiram, GA 30141
EMAIL: Forgetthegouge@aol.com
PHONE: 770-789-1577

2. COMPANY: Cobb County Parks & Recreation - Cobblestone Golf Course
CONTACT: Tom Bills
ADDRESS: 1772 County Services Pkwy, Marietta, GA 30008
EMAIL: tom.bills@cobbcounty.org
PHONE: 770-528-8818

3. COMPANY: United Community Bank
CONTACT: Candie Hicks, Branch Manager
ADDRESS: 119 Maple Street, Carrollton, GA 30117
EMAIL: candie.hicks@ucbi.com
PHONE: 770-830-5130

4. COMPANY: Erica L. Tisinger, Attorney at Law
CONTACT: Erica L. Tisinger
ADDRESS: 105 Habersham Place, Carrollton, GA 30117
EMAIL: N/A
PHONE: 770-836-8327

Dellinger Park Tennis Covered Pavilion
Construction
BID #17-012

PROPOSAL FORM

TO: Greg Anderson (Dellinger Park Tennis Covered Pavilion Bid#17-012)
 CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
 P O BOX 1390
 CARTERSVILLE GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH SCOPE OF WORK FOR BIDDER/CONTRACTOR I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE DELLINGER PARK TENNIS COVERED PAVILION FOR MONETARY CONSIDERATIONS.

Acknowledgement the receipt of Addendum(s) numbered 1 through 2.

1. TOTAL BID PRICE W/ STANDING SEAM METAL ROOF: \$95,500.00

ALTERNATE 1:

2. TOTAL BID PRICE W/ FIBERGLASS SHINGLE ROOF: 92,876.00

BIDDER: Clements Construction Inc BY John Winnenberg

TITLE: CDD SIGNATURE: [Signature]

ADDRESS: 30 River Ct Bldg F
Cartersville, Ga 30120

PHONE NUMBER: (770) 386-4500 E-MAIL johnw@eccinc.net

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2017, by and between the City of Cartersville, Georgia, hereinafter called "**City**", and John Winnenberg, hereinafter called "**Contractor**".

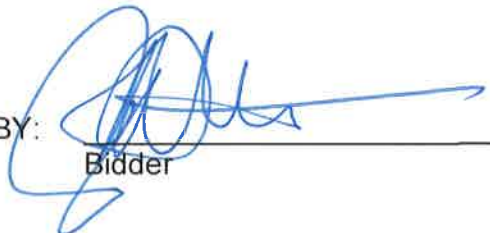
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed for the City, Contractor hereby agrees to commence and complete the construction of "Dellinger Park Tennis Covered-Pavilion project entitled:

**Bid Package
Bid#17-012
Dellinger Park Tennis Cover-Pavilion
Construction**

Hereinafter call the "**Project**", for the proposal price, \$ 95,500⁰⁰, will include material and construction for 1-Covered Pavilion as described in work scope of Bid #17-012.

Immigration Reform Compliance Requirement – during the entire duration of this bid and construction of covered pavilion all parties shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1, as amended.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed on original, in the year and day first above written.

BY: 

Bidder

CITY OF CARTERSVILLE, GA

(Mayor Matthew J. Santini)

ATTEST: _____ (Seal)

ATTEST: _____
(Meredith Ulmer, City Clerk)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

STARR-MATHEWS AGENCY

P. O. Box 1990

Cartersville GA 30120

INSURED

Elements of Construction, Inc.

30 River Court SW

Building F

Cartersville GA 30120

CONTACT NAME: Jennifer Hammock

PHONE (A/C, No, Ext): (770) 386-0466

FAX (A/C, No): (770) 386-3164

E-MAIL ADDRESS: jhammock@starrmathews.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Berkley Southeast

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2017-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER		CPA4373675	4/22/2017	4/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Liability \$ 100,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		CPA4373675	4/22/2017	4/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0 CLAIMS-MADE		CPA4373675	4/22/2017	4/22/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCA4373676	4/22/2017	4/22/2018	☒ PER STATUTE E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Elements of Construction, Inc.
30 River Court SW
Bldg F
Cartersville, GA 30120

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melanie Ballard/JHH

Melanie S. Ballard

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ACORD 25 (2014/01)

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Item # 18

INS025 (201401)

SAVE AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

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

Elements of Construction, Inc.
[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

28 DAY OF Nov., 2017

Sherilen Thomas

Notary Public

My Commission Expires: 10/19/2019

[Signature] Nov 17
Signature of Applicant: Date
John Winnenbera
Printed Name:

* _____
Alien Registration number for non-citizens

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

**E-VERIFY
CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT**

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

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

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

1215654
EEV/Basic Pilot Program* User Identification Number

John Winnenberg
BY: Authorized Officer or Agent
(Contractor Name)

28 Nov 17
Date

Elements of Construction, Inc
Contractor/Entity Name

CDD
Title of Authorized Officer or Agent of Contractor

30 River Ct Bldg F Cartersville, Ga 30120
Contractor Address

John Winnenberg
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

28 DAY OF Nov., 2017

Sherilen Thomas

Notary Public

My Commission Expires:

10/19/2019



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

2017

REFERENCE LIST

NAME, ADDRESS, AND CONTACT INFORMATION OF FOUR - (4) SUCCESSFUL PROJECTS THE BIDDER HAS COMPLETED AS STIPULATED ON PAGE 4.

1. COMPANY: DEPARTMENT OF THE AIRFORCE / FA8501-16-C-0021
 CONTACT: BRANDON JONES-
 ADDRESS: 375 PERRY ST. BLD 255 ROBINS AFB GA 31098-1672
 PHONE: 478-926-5151 EMAIL: BRANDON.JONES.962.US.AF.MIL
2. COMPANY: DEPARTMENT OF THE AIRFORCE / FA8501-15-C-0019
 CONTACT: ANGELICA BROMER
 ADDRESS: 375 PERRY ST. BLD 255 ROBINS AFB / PHONE: 478-222-1541
 EMAIL: ANGELICA.BROMER.32US.AF.MIL
3. COMPANY: DEPARTMENT OF NATURAL RESOURCES / GA STATE FINANCE
 CONTACT: SHIRLEY NORTH / DNR-462-492-88163
 ADDRESS: 270 WASHINGTON ST. ATLANTA GA 30334
 PHONE: 404-463-5734 EMAIL: SHIRLEY.NORTH@GSFIC.GA.GOV
4. COMPANY: UNITED STATES DEPARTMENT OF AGRICULTURE / AG-32SD-C-15005
 CONTACT: TERRY KRUTZ
 ADDRESS: 141 EXPERIMENT STATION RD STONEVILLE MS 38776
 PHONE: 662-686-5861 EMAIL: TERRY.KRUTZ@ARS.USDA.GOV

MICHAEL ROY
404-656-6532-

PROCUREMENT MANAGER -
CELISHA RUSSELL -
404-656-6528-

Current Projects

Project Name CSI VA Center Decatur

Location Decatur, GA

Owner GA VA

GC Elements of Construction

Contract Amount

Percent Complete 71%

Scheduled Completion Date

Contact Person w/telephone # John Winnenberg 770-386-4500

Project Name Atlanta Knights Ice Hockey

GC Elements of Construction

Contract Amount 2.1M

Percent Complete 65%

Contact Person w/telephone # John Winnenberg 770-386-4500

Project Name Robins AFB B142 Renovation

Location Robins AFB

Owner Department of Defense

GC Elements of Construction

Contract Amount 549K

Percent Complete 44%

Contact Person w/telephone # John Winnenberg 770-386-4500

Project Name Cartersville Pavilions

Location Cartersville, GA

Owner City of Cartersville

GC Elements of Construction

Contract Amount 347K

Percent Complete 0%

Scheduled Completion Date Feb 2018

Contact Person w/telephone # John Winnenberg 770-386-4500

Project Name VA Courtyard Roof Decatur

Location Decatur, GA

Owner GA VA

GC Elements of Construction

Contract Amount 149K

Percent Complete 0%

Contact Person w/telephone # John Winnenberg 770-386-4500

Bid Tally 17-012
Dellinger Park Tennis Covered Pavilion

Contractor	Bid w/ Metal Roof	Bid w/ Fiberglass Shingles
Elements of Construction Cartersville GA	\$95,500.00	\$92,876.00
AB Construction & Development LLC Dallas GA	\$48,041.00	\$42,857.00



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Bid 17-013 Aubrey St. Pool Fencing

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Bid 17-013 was legally advertised and a bid document was emailed to 2 local contractors. This project is for fencing around the new Aubrey St. bathhouse, pool and splash pad. I recommend the low bid from Bartow Fence Company in the amount of \$13,433.67 and request Mayor Santini be approved to sign any and all related documents. The Bid Request for Bid 17-013 is available to view in the office of the Cartersville City Clerk. This is budgeted item and will be funded by GO Bond.
City Manager's Remarks:	Council approval of the low bid as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from GO Park & Rec bond funds.
Legal:	
Associated Information:	All required documentation was received.

City of Cartersville, Georgia

AUBREY STREET POOL FENCING

PROPOSAL FORM

TO: Greg Anderson (Aubrey Street Pool Fence Bid)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE AUBREY STREET POOL FENCING FOR MONETARY CONSIDERATIONS.

Acknowledgement the receipt of Addendum(s) numbered 0 through 0.

A. Lump Sum Bid Price for Work Scope items and specifications listed herein, to include: Fence material and installation for the Aubrey Street Pool Fencing.

\$ 13,433.67

BIDDER: Bartow Fence BY: Jay Parrozzo

TITLE: General Manager SIGNATURE: _____

ADDRESS: 5530 Highway 20 Cartersville, GA 30121

EMAIL: jay@bartow-fence.com PHONE NUMBER: 770-877-0484

Contact information of four – (4) completed projects as stipulated on Page 4.

1. COMPANY: Dalton Police Dept
CONTACT: Sgt. Long
ADDRESS: 301 Jones St, Dalton, Ga. 30720
EMAIL: R Long @ city of dalton-ga.gov
PHONE: 706-278-9085

2. COMPANY: Kajma - Toyo Tire
CONTACT: Fernando Lopez
ADDRESS: 678-756-2173
EMAIL: Lopez F @ Kbd group usa.com
PHONE: 678-756-2173

3. COMPANY: SECO
CONTACT: Eric Polly
ADDRESS: 2590 Campbell Blvd
EMAIL: Eric.polly@teamseco.com
PHONE: 404-993-5508

4. COMPANY: Titleist
CONTACT: John Morgan
ADDRESS: 8380 Grady St., Suite A, Douglasville, Ga. 30134
EMAIL: johnm@titleistsystems.com
PHONE: 770-949-5577

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

Jay Parrozzo

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

Barton Fence Company, Inc

[Name of business, corporation, partnership]

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

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

Jay Parrozzo
Signature of Applicant:
Jay Parrozzo
Printed Name:

11/29/17
Date
11/29/17

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29 DAY OF November, 2017

Michelle Coleman

Notary Public

My Commission Expires:

4-8-21



* Alien Registration number for non-citizens

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

EEV/Basic Pilot Program* User Identification Number

BY: _____
Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

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

SUBCONTRACTOR AFFIDAVIT

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

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

337614

EEV/Basic Pilot Program* User Identification Number

BY: _____
Authorized Officer or Agent
(Subcontractor Name)

11/29/17
Date

General Manager
Title of Authorized Officer or Agent of Subcontractor

Jay Parrozzo
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29 DAY OF November, 2017

Michelle Coleman

Notary Public

My Commission Expires: _____



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Beth Goble
STARR-MATHEWS AGENCY	PHONE (A/C, No, Ext): (706)629-4441
108 North Court St.	FAX (A/C, No): (706)629-3631
P. O. Box 188	E-MAIL ADDRESS: bgoble@starrmathews.com
Calhoun	INSURER(S) AFFORDING COVERAGE
GA 30703-0188	INSURER A: Selective Way Ins Co
	INSURER B: American Builders Insurance Co.
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2017-18 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			S2155262	04/22/2017	04/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S2155262	04/22/2017	04/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			S2155262	04/22/2017	04/22/2018	COMBINED SINGLE LIMIT (Ea occurrence) \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV021547901	04/22/2017	04/22/2018	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Aubrey Street Pool

CERTIFICATE HOLDER

City of Cartersville 100 Pine Grove Road Cartersville	GA 30120
---	----------

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Cartersville, Georgia

Bid 17-013 AUBREY STREET POOL FENCING

PROPOSAL FORM

TO: Greg Anderson (Aubrey Street Pool Fence Bid)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE AUBREY STREET POOL FENCING FOR MONETARY CONSIDERATIONS.

Acknowledgement the receipt of Addendum(s) numbered 0 through 0.

A. Lump Sum Bid Price for Work Scope items and specifications listed herein, to include: Fence material and installation for the Aubrey Street Pool Fencing.

\$ 14,985.⁰⁰

BIDDER: Cartersville Fence Company BY: Dan Heilman

TITLE: PRESIDENT SIGNATURE: Dan Heilman

ADDRESS: 405 OLD MILL RD

Cartersville, GA 30120

EMAIL: dan@cartersvillefence.com PHONE NUMBER: 770.382.1223

Bid 17-013 Aubrey St. Pool Fence
Bid Tally

<u>Contractor</u>	<u>Bid Price</u>
Bartow Fence Company	\$13,433.67
Cartersville Fence Co.	\$14,985.00



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Guardrail Repair

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	On November 8th, an individual had an accident on N. Erwin Street adjacent to the Oak Hill Cemetery that damaged guardrail along the right of way. The cost to repair the damaged guardrail is \$5,168.64 and the other party's insurance has been contacted and has taken responsibility for the repair costs. I recommend approval of this repair quote that will be reimbursed by the other party's insurance.
City Manager's Remarks:	Council approval of the guardrail repair listed above is recommended.
Financial/Budget Certification:	This is an unbudgeted item and will be paid for from third party insurance.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
12/7/2017 9:00:00 AM
Firefighters Cancer Insurance**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Georgia House Bill 146, which was passed earlier this year, requires municipalities to cover firefighter personnel with lump sum cancer benefits and long-term disability insurance. The city received proposals from three companies to provide the minimum insurance coverage as required by State law. The proposals were as follows: 1. Chubb Insurance from Watkins Insurance/Apex Insurance \$14,688.00 per year 2. GMA - GIRMA \$15,028.00 per year 3. Standard Insurance from Peachtree Planning/Standard est.\$21,008.00 per year The Chubb Insurance and GMA-GIRMA proposals have a three-year rate guarantee. Chief Carter has reviewed the two best proposals and is okay with either proposal as both meet the State mandated coverages. I recommend approval of the Chubb Insurance proposal of \$14,688 per year with a three-year rate guarantee.
City Manager's Remarks:	Council approval of the bid above from Chubb/Watkins is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

HB 146 Cancer Insurance Benefits for Georgia

CHUBB®

Designed for: City of Cartersville
19 North Erwin Street, Cartersville, Georgia 30120

Underwritten by: ACE American Insurance Company
For: Glatfelter Specialty Benefits

Item # 21

Schedule of Benefits

Chubb Accident & Health is pleased to offer a proposal for cancer insurance underwritten by ACE American Insurance Company. This proposal is valid until the earlier of the proposed effective date or 90 days after the date it is issued. If by that date you have not accepted the terms we have offered in this proposal, it will no longer be valid. If you accept the terms of this proposal, coverage is subject to Chubb's determination that trade or economic sanctions or regulations do not prohibit us from binding coverage.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to <https://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>.

Date Issued 11/09/17

Proposed Effective Date January 1, 2018 to January 1, 2019

Eligibility

- | | |
|---------|---|
| Class 1 | All full-time and part-time firefighter employees of the Policyholder as defined in Code Section 25-4-2 who are in Active Service, as provided on the annual roster, who have served 12 consecutive months as a firefighter and for whom the required premium has been paid |
| Class 2 | All volunteer firefighters of the Policyholder defined in Code Section 25-4-2 who are in Active Service, as provided on the annual roster, who have served 12 consecutive months as a firefighter and for whom the required premium has been paid. |

Exposure

Class 1 - # of Full-time and Part-time Firefighters: 72

Class 2 - # of Volunteer Firefighters: 0

Annual Premium

1 year guarantee \$13,320.00

3 year guarantee \$14,688.00

This information is a brief description of the important features of the proposed insurance plan underwritten by ACE American Insurance Company. It is not a contract of insurance. Coverage may not be available in all states or certain terms may be different if required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

Plan Benefits & Covered Activities

Class 1

Cancer Benefits

Early Stage Cancer Benefit:	\$6,250
Advanced Cancer Benefit:	\$25,000
Lifetime Maximum:	\$50,000

Disability Benefit

Monthly Benefit Amount:	Lesser of 60% of Monthly Salary or \$5,000, minus Other Income Benefits
Benefit Waiting Period:	6 months from the date the Total Disability commencement or Cancer
Maximum Benefit Period:	36 months

Class 2

Cancer Benefits

Early Stage Cancer Benefit:	\$6,250
Advanced Cancer Benefit:	\$25,000
Lifetime Maximum:	\$50,000

Disability Benefit

Monthly Benefit Amount:	\$1,500, minus Other Income Benefits
Benefit Waiting Period:	6 months from the date the Total Disability commencement or Cancer
Maximum Benefit Period:	36 months

Reduction in Disability Benefits

The amount of the Insured's Disability Benefits will be reduced by the amount of any Other Income Benefits paid on account of the Insured's Total Disability.

Terms & Conditions

Who Is Eligible For Insurance?

An individual in one of the eligible classes shown in the *Schedule of Benefits* is eligible for coverage.

When Does Coverage Go Into Effect?

Insurance for an eligible individual is effective on the latest of the policy effective date or the date he or she becomes eligible.

Coverage for an eligible individual who is not in active service on the date insurance would otherwise be effective will not go into effect until he or she returns to active service.

When Does Coverage Terminate?

An insured individual's coverage will end on the earliest of the date the policy terminates; the period ends for which premium is paid; or the date he or she is no longer in active service or is no longer eligible.

Continuation of Insurance

If after at least one year as a firefighter for the Policyholder, the Insured departs from employment, ceases to be a volunteer, or retires, and if an Insured's insurance ends because his or her employment ends, he or she ceases to be a volunteer, or he or she retires, the Insured may apply for conversion insurance.

The Insured may choose the type of insurance We have available for persons of his or her age in the amount applied for, except:

1. he or she may not apply for an amount greater than the coverage in force under the Policy less the amount of any other group Accident insurance for which he or she becomes eligible within 31 days after the date coverage under the Policy ends; and
2. the conversion insurance will only contain the benefits contained in this Policy.

The Insured must apply for conversion insurance within 31 days after his or her coverage under the Policy ends. The Insured is responsible for all payment of premiums for the conversion policy. Premiums will be based on the table of rates in force at that time for such policies based on the Insured's age and class of risk. The Insured will not be required to provide evidence of insurability.

If the Insured suffers a Covered Loss within the initial 31 days after his or her coverage under the Policy ends, We will pay benefits under this Policy. After the initial 31 day period, no additional benefits are payable under this Policy.

Benefits & Features

Cancer Benefits

If an Insured is diagnosed with any of the Covered Illnesses listed below, We will pay the lump sum shown in the Schedule of Benefits for that illness, subject to the following conditions:

- 1) the Insured must have served a minimum of twelve (12) consecutive months as a firefighter of the Policyholder; and
- 2) the Insured must be alive to receive benefits under this Policy.

Covered Illnesses

1. **Early Stage Cancer.** We will pay the Early Stage Cancer Benefit shown in the Schedule of Benefits, upon acceptable proof of diagnosis that, with respect to the type of Cancer involved:
 - (a) There is carcinoma in situ such that surgery, radiotherapy, or chemotherapy has been determined to be Medically Necessary;
 - (b) There are malignant tumors which are treated by endoscopic procedures alone;
 - (c) There are malignant melanomas; or
 - (d) There is a tumor of the prostate, provided that it is treated with radial prostatectomy.
2. **Advanced Cancer.** We will pay the Advanced Cancer Benefit shown in the Schedule of Benefits, upon acceptable proof of diagnosis that, with respect to the type of Cancer involved:
 - (a) Surgery, radiotherapy, or chemotherapy is Medically Necessary;
 - (b) There is metastasis; or
 - (c) The firefighter has terminal cancer, is expected to die within 24 months or less from the date of diagnosis, and will not benefit from, or has exhausted, curative therapy.

Cancer Benefits are subject to the Lifetime Maximum shown in the Schedule of Benefits. Any Insured who is simultaneously a member of more than one fire department at the time of diagnosis may only receive Cancer Benefits from one fire department.

Disability Benefit

We will pay the Disability Benefit shown in the *Schedule of Benefits* if the Insured is Totally Disabled as a direct result of, and from no other cause but, a Covered Illness that occurs while covered under this Policy. Disability Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the *Schedule of Benefits* for this benefit is satisfied;
2. the Insured is under the Appropriate Care of a Doctor; and
3. the Insured provides satisfactory proof of Total Disability to Us.

We will require continued proof of the Insured's Total Disability from time to time at least once a quarter at the Insured's expense, in order for benefits to continue.

Benefit Payments will end on the first of the following dates:

1. the date the Insured departs from employment as a firefighter or retires; or
2. the date the Insured dies; or
3. the date the Insured is no longer Totally Disabled; or
4. the date the Maximum Benefit Period for this benefit ends; or
5. the date the Insured fails to submit satisfactory proof of continuing Total Disability.

“Total Disability” or “Totally Disabled” means that the Insured, as a direct result of a covered accident or Covered Illness, is unable to perform the substantial and material duties of his or her occupation as a firefighter for a period of at least six (6) months. After the initial benefit period, total disability means the Insured’s inability to perform the duties of his or her occupation as a firefighter.

Successive Periods of Disability

Once the Insured is Totally Disabled under the Policy, separate periods of Total Disability resulting from the same or related causes are a continuous period of Total Disability unless the Insured returns to work as a firefighter for at least 6 months between periods of Total Disability. Only one Benefit Waiting Period and Maximum Benefit Period apply to any one period of continuous Total Disability.

A period of Total Disability is not continuous if separate periods of Total Disability result from unrelated causes, or the Insured’s later Total Disability occurs after the Insured’s coverage under the Policy ends. This provision will not apply if the Insured is eligible for coverage under a plan that replaces the Policy.

Not Covered

No payment will be made for any Total Disability for which benefits are payable under any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

Hazards

Line of Duty Coverage

We will pay benefits for a Covered Loss that results from an Insured's participation in a "Line of Duty" response to an emergency.

"Line of Duty" means acts done according to the standards set by the Policyholder for such emergency response circumstances, including traveling en route to, during or returning from fire calls or other emergencies or disasters and scheduled training sessions.

Exclusions

We will not pay benefits for any loss that is caused by, or results from:

1. for Sickness (other than a Covered Illness specifically provided in this Policy), even though such Sickness may have been complicated by one of the Covered Illnesses.
2. for misuse of medication or the abuse of drugs or intoxicants.
3. for war or any act of war, whether declared or not.
4. for service in the military, naval or air service of any country.
5. for Sickness or disease (other than a Covered Illness specifically provided in this Policy), bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
6. for the voluntary use of illegal drugs; the intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; the intentional misuse of prescription drugs.
7. for disability for which the Insured Person is entitled to benefits under any Worker's Compensation Act.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.



The Leading Insurer of Emergency Services

Our History

VFIS drafted the first specialized insurance policy in 1969 to meet the unique needs of America's emergency service organizations. From the very beginning, VFIS has had a strong commitment to education, training and consulting as part of our efforts to help the emergency service community, and we continue to expand these efforts.

Since 1980, we have handled nearly 450,000 claims for emergency service organizations, and the number grows each day. With that, more than 10,000 emergency service organizations have experienced little or no change in pricing at their renewal for the past 5 years and over 96 percent of VFIS customers have stayed with us for the past 10 years.

Education and Training

VFIS Education, Training and Consulting services offers a series of on-line educational programs on its distance learning site; www.vfisu.com.

Always available at the client's availability, these courses provide an introduction to the issue, preventative techniques, how to respond when a member advises they have cancer, and resource guidance for additional information.

Customized training can be developed and offered based upon identified need.

Courses at www.vfisu.com include:

- A006 Cancer and the Firefighter – An Awareness
- A007 Firefighter Cancer Resources to Assist You
- A013 Talking About and Responding to Firefighter Cancer
- 125 Recommendations Related to Reducing Known Risk of Cancer in Firefighters

About Chubb

In January 2016, ACE Limited acquired The Chubb Corporation and adopted the renowned Chubb name globally. Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

Chubb N.A. Accident & Health, a U.S.-based marketing division of the Chubb Group of Companies, is headquartered in Philadelphia, Pennsylvania. We are committed to a market-driven philosophy—responding to the special needs of our customers with insurance solutions that provide stability in an ever-changing market. Our superior underwriting expertise and solid financial strength provide the competitive advantage we need to distinguish ourselves in that marketplace. We offer innovative solutions by partnering with other Chubb businesses and teaming with specialty producers to provide a full range of global products and services.

We recognize that serious injuries can have a devastating impact on individuals and the families that survive them. That is why Chubb Accident & Health's corporate accident and sickness portfolio includes a breadth of products flexible enough to meet the needs of small, mid-size, and large Fortune 1000 companies with multinational employee populations around the world. These programs are available on an occupational, non-occupational, or 24-hour basis and may be packaged and administered as a single program. They can help to provide the critical financial security and resources necessary to deal with catastrophic loss.

For more information about our products and services, please visit www.chubb.com/accident

The Advantages of Doing Business with Chubb

Innovation

Our entrepreneurial business philosophy and expert industry knowledge allow us to remain flexible in finding the *right* solution.

Superior Solutions

We are dedicated, solutions-oriented professionals able to provide quick responses and expert handling of customer needs.

Global Protection

The Chubb global network can satisfy the insurance needs of companies operating worldwide.

Financial Strength

Consistently high ratings that reflect our financial strength and our ability to meet our obligations to our customers.

A.M. Best	A++
Standard & Poor's	AA
Moody	Aa3
Fitch	AA

Glossary of Terms

Please note, certain words used in this document have specific meanings.

“Appropriate Care” means the determination of an accurate and medically supported diagnosis of the Insured’s Total Disability, or ongoing medical treatment and care of the Insured’s Total Disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

“Benefit Waiting Period” means the period of time the Insured must be continuously Totally Disabled before Disability Benefits may be payable. The Benefit Waiting Period is shown in the Schedule of Benefits.

“Active Service” means a Insured is either 1) if an employee, actively at work performing all regular duties on a full-time or part-time basis either at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if a volunteer, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

“Cancer” means a malignant tumor characterized by the uncontrolled and abnormal growth and spread of malignant cells and invasion of normal tissue. This includes bladder, blood, brain, breast, cervical, esophageal, intestinal, kidney, lymphatic, lung, prostate, rectum, respiratory tract, skin, testicular, and thyroid cancer; leukemia; multiple myeloma; or non-Hodgkin's lymphoma.

A Doctor certified as an Oncologist must confirm the diagnosis of Cancer in writing.

“Covered Loss” or “Covered Losses” means a condition or disability covered under the Policy.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. It will not include an Insured or a member of the Insured’s Immediate Family or household.

“Hospital” means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of inpatient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provide organized facilities for diagnosis, treatment, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

We will not deny a claim for services rendered in any one of the following Hospitals solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability: 1) the Joint Commission on the Accreditation of Hospitals; or 2) the American Osteopathic Association; or 3) the Commission on the Accreditation of Rehabilitative Facilities.

“Insured” means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

“Medically Necessary” means a treatment, service or supply that is: 1) required to treat a Covered Illness; prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Insured’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. The fact that a Doctor may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Policy.

“Monthly Salary” means the average payments made to the Insured by a fire department for his or her service as a firefighter. Monthly salary will not include any performance bonus, expense reimbursement or other extra or additional payments of any kind. Monthly salary will be determined as the average of such payments over the shorter of:

- (1) The 12 months immediately prior to the date Total Disability began; or
- (2) The period worked.

“Other Income Benefits” means any other disability benefits actually paid to the Insured, from any source other than insurance separately purchased by the Insured. Other Income Benefits include benefits paid under:

- (1) any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
- (2) any Social Security or retirement benefits the Insured receives or any third party receives (or is assumed to receive) on the Insured’s behalf or for the Insured’s dependents; or, if applicable, that the Insured’s dependents receive (or are assumed to receive) because of the Insured’s entitlement to such benefits.
- (3) Any proceeds payable under any group insurance or similar plan, provided the insurance was not separately purchased by the Insured. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim.

“Pro rata share” means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

“We,” “Our,” “Us” means the insurance company underwriting this insurance or its authorized agent.

CHUBB**Letter of Intent**

It is our intention to accept the proposal of the Cancer Insurance Policy offered by ACE American Insurance Company, a member insurer of the Chubb Group of Insurance Companies.

Signature: _____

Title: _____

Company: _____

Date: _____

Effective Date of Coverage: _____

Full-time & Part-time Firefighters:

of Full-time Firefighters: _____

of Part-time Firefighters: _____

Volunteer Firefighters:

of Volunteer Firefighters: _____



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Amendment to Building Permit Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	In June, the City Council approved an amendment to the Building Permit Fee ordinance. As we began to apply the new Building Permit Fees with the new CityView Permitting software, we noticed that we did not address permit fees for remodeling of existing structures. Therefore, the permit fees are being amended to address building remodels and we recommend approval of the ordinance amendment.
City Manager's Remarks:	Council approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby amended by making the following amendment to **CHAPTER 17. PLANNING AND DEVELOPMENT. ARTICLE V. PERMIT FEES.** Section 17-77 – Building Permits in its entirety and replacing it as follows:

Sec. 17-77. – Building Permits.

- (a) The following fees shall be assessed prior to the issuance of a building permit as follows:
 - 1) Moving fee \$100.00
 - 2) Demolition fee \$50.00
 - 3) Fire Sprinkler fee \$100.00
- (b) All other building permit fees are as follows:
 - 1) Residential Building Permit – New Construction - International Code Council (ICC) Rate for Residential Construction as shown in following table dated August 2017, as amended from time to time by the ICC, multiplied by Residential Heated Square Footage multiplied by .0035. Shell only buildings will be calculated as shown less 20%.
 - 2) Commercial Building Permit – New Construction – ICC Rate as shown in the following table dated August 2017, as amended from time to time by the ICC for all Commercial Groups multiplied by Commercial Building Square Footage multiplied by .003. Shell only buildings will be calculated as shown less 20%.
 - 3) Permit Fee for Remodeling of Existing Residential and/or Commercial Buildings will be \$6.50 per \$1,000.00 of valuation/construction costs.

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	233.95	225.89	220.42	211.39	198.92	193.15	204.70	181.63	174.97
A-1 Assembly, theaters, without stage	214.40	206.35	200.88	191.84	179.53	173.76	185.16	162.23	155.58
A-2 Assembly, nightclubs	182.86	177.56	173.06	166.05	156.54	152.22	160.22	141.73	136.94
A-2 Assembly, restaurants, bars, banquet halls	181.86	176.56	171.06	165.05	154.54	151.22	159.22	139.73	135.94
A-3 Assembly, churches	216.47	208.41	202.95	193.91	181.79	176.02	187.23	164.50	157.85
A-3 Assembly, general, community halls, libraries, museums	180.57	172.51	166.04	158.00	144.89	140.11	151.32	127.59	121.94
A-4 Assembly, arenas	213.40	205.35	198.88	190.84	177.53	172.76	184.16	160.23	154.58
B Business	186.69	179.79	173.86	165.19	150.70	145.02	158.70	132.31	126.48
E Educational	197.52	190.73	185.77	177.32	165.32	156.97	171.23	144.39	140.26
F-1 Factory and industrial, moderate hazard	111.86	106.71	100.58	96.68	86.77	82.81	92.61	72.75	68.09
F-2 Factory and industrial, low hazard	110.86	105.71	100.58	95.68	86.77	81.81	91.61	72.75	67.09
H-1 High Hazard, explosives	104.68	99.53	94.40	89.50	80.80	75.84	85.43	66.78	N.P.
H234 High Hazard	104.68	99.53	94.40	89.50	80.80	75.84	85.43	66.78	61.12
H-5 HPM	186.69	179.79	173.86	165.19	150.70	145.02	158.70	132.31	126.48
I-1 Institutional, supervised environment	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
I-2 Institutional, hospitals	314.17	307.27	301.34	292.67	277.18	N.P.	286.18	258.79	N.P.
I-2 Institutional, nursing homes	217.67	210.77	204.84	196.17	182.68	N.P.	189.68	164.29	N.P.
I-3 Institutional, restrained	212.42	205.52	199.59	190.92	177.93	171.25	184.43	159.54	151.71
I-4 Institutional, day care facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
M Mercantile	136.25	130.95	125.45	119.44	109.43	106.11	113.60	94.63	90.83
R-1 Residential, hotels	189.35	182.99	177.74	170.33	156.80	152.58	170.42	140.62	136.29
R-2 Residential, multiple family	158.84	152.48	147.23	139.81	127.05	122.83	139.91	110.87	106.54
R-3 Residential, one- and two-family	148.17	144.14	140.42	136.90	131.89	128.41	134.60	123.40	116.15
R-4 Residential, care/assisted living facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
S-1 Storage, moderate hazard	103.68	98.53	92.40	88.50	78.80	74.84	84.43	64.78	60.12
S-2 Storage, low hazard	102.68	97.53	92.40	87.50	78.80	73.84	83.43	64.78	59.12
U Utility, miscellaneous	80.38	75.90	71.16	67.61	60.99	57.00	64.60	48.23	45.92
N.P. means Not Permitted									

(c) Re-inspection fee of \$25.00 for each site visit.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become effective on December 22, 2017 and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered or alphabetized to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

First Reading this the 7th day of December 2017.

ADOPTED this the 21st day of December 2017.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Donation of Equipment

SubCategory:	Other
Department Name:	Administration
Department Summary Recommendation:	The Federal Aviation Administration (FAA) has contacted the City to see if we were interested in a motor grader, boring machine and vacuum trailer. The estimated value of the items being donated based on their present condition are: 2000 Case Horizontal Boring Machine - \$8,000 2001 VT500 Vacuum Trailer - \$8,000 1971 Gallon Motor Grader - \$10,000 City staff has looked at the equipment and recommends approval of these items as the minor costs to get the equipment fully operational outweighs the potential savings from the donated equipment.
City Manager's Remarks:	Council approval of the acceptance of this equipment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

FEDERAL AVIATION ADMINISTRATION RIS : LOC-DISP-NOT
 UTILIZATION SCREENING AND DISPOSITION DATE: 11/09/2017
 CERTIFICATION OF FINAL PROPERTY (DISPOSITION)

As a result of the attached Property Custodian Final Disposition Instructions, dated 11/09/2017, the following actions have been taken on items remaining on:

USD EXCESS REPORT# 69439T72831

AITS DOC# 2017/7-807B0000/UP/05908

(PLEASE SELECT THE APPROPRIATE ITEM AND FILL IN THE REQUIRED INFORMATION)

 DONATION TO A PUBLIC BODY - Items number(s) _____ have been donated to a

___ State or Local Government ___ K-12 School ___ College or University ___ Indian Tribe
 ___ Agency of the Federal Government ___ FPI UNICOR shipment/pickup - Non Fed-Ex
 ___ FPI UNICOR - FedEx Number (if applicable) _____

Name of company or organization: _____

Recipient printed name: _____

Recipient signature: _____
 (If physically picked up on site)

Company/Organization Address/zip code/phone number:

 FEDERAL ELECTRONIC ASSETS (FEA)

I certify that all FEA has been recycled by a R2 or e-Stewards certified recycler and that I have validated their certification prior to releasing the FEA for recycling.

AITS Custodian/Delegate printed name: _____ Date: _____

AITS Custodian/Delegate signature: _____

AITS CUSTODIAN/DELEGATE MUST ALSO COMPLETE RECYCLING INFORMATION BELOW FOR FEA

 RECYCLED - Item number(s) _____ have been recycled by:

___ Certified e-Stewards Recycler ___ Certified R2 Recycler ___ Recycler - Other
 ___ USPS Federal Recycling Program - USPS Tracking Number _____

Name of company or organization: _____

Recipient printed name: _____

Recipient signature: _____
 (If physically picked up on site)

Company/Organization Address/zip code/phone number:

Gallon Motor Grader



Vacuum Trailer



Horizontal Boring Machine





City of Cartersville

City Council Meeting
12/7/2017 9:00:00 AM
Discussion of DDA Vibrant Communities Grant

SubCategory:	Discussion
Department Name:	DDA
Department Summary Recommendation:	DDA has received a grant award from Georgia Council for the Arts in the amount of \$5,000 with a requirement of a \$5,000 match from DDA. DDA has the funds from the Business Improvement District (BID) to pay the matching requirement. The funds from the grant are proposed to be used to bring a rotating sculpture walk in the downtown area. The DDA has three locations that they wish to place the sculptures: 1. City Hall – at Cherokee Ave. and N. Public Square 2. Founders Oak parking area 3. In or near Friendship Plaza DDA has a Steering Committee that is working on a proposal for potential artists to see what kind of art sculptures these artists would like to display at the three proposed downtown sites. The goal is to have artists display sculptures on a rotating basis (approximately every 2 years) so new sculptures will be displayed with the goal of attracting visitors to the downtown area. The attached document has more information and the proposed timeline from DDA. The Steering Committee is using the City of Suwanee as a guideline as they have had this type of program in place for a few years. There is a link in the attached document that provides more information about the City of Suwanee program. DDA has released a public art survey to gain input from our citizens on what they think of art in the downtown. This survey is being used to help gather information for the Steering Committee. This discussion item is to ensure that the City Council is aware of the grant and approves of the art sculpture being place in downtown.
City Manager's Remarks:	This item needs Council input before we proceed with the locations and the look of the public art included within. Cover Memo
	Item # 24

Financial/Budget Certification:
Legal:
Associated Information:

Vibrant Communities Grant

Project Details

Granting Agency:	Georgia Council for the Arts
Amount Awarded:	\$5,000 (reimbursed at project completion)
Amount Matched by DDA:	\$5,000
Total Project Amount:	\$10,000
Local Source of Funds:	Revenue from Business Improvement District tax for downtown development.

Project Timeline

Notice of Selection	Thursday, October 5, 2017
Receipt of Grant Contract:	Thursday, October 19, 2017
Release of Public Art Survey:	Wednesday, October 18, 2017
Public Information Sessions:	Monday, November 13, 2017; 10am & 6pm
Release of RFP for Artist Proposals:	Monday, November 20, 2017
Presentation at HPC Meeting:	Tuesday, November 21, 2017; 5:30pm
Artist Proposals Due:	Thursday, December 14, 2017; 4pm
Initial Meeting of Jury:	Monday, December 18, 2017
Announcement of Winner:	Friday, December 29, 2017
Start of Project:	Monday, January 1, 2018
Completion/Delivery of Project:	Monday, April 30, 2018
Installation:	May 2018
Unveiling:	Saturday, May 12, 2018

Approach:

Funds from this grant will be used to initiate a rotating sculpture walk in the downtown area. The intention is to place three sculptures in public space by City Hall (at Cherokee Ave. & N. Public Square), in the Founders Oak parking area, and in/near Friendship Plaza. The artists will receive a small stipend at the time the art is installed and again when the art is removed. Transportation costs will be born by the artists. The art will remain on display for a defined period of time (we are anticipating two years) and then the DDA will work to bring a new rotation of sculptures to those locations.

All art will be available for purchase during the display period, with a portion of any sales made during that time returning to the DDA as seed money for the next round of sculptures. During the display period the DDA will endeavor to raise funds to purchase one of the sculptures for permanent installation downtown. The project is based on a similar program being used in City of Suwanee (more information can be found here: <http://www.suwanee.com/whatsnew.sculptour.php>) which has been very successful in bringing public art to their city.

This project is being managed by a steering committee/task force comprised of: Barry Henderson (owner of Henderson Properties and established sculptor), Lara Jeanerret (owner of Lara J Designs, downtown stakeholder, and established artist), Andy Bowen (owner of Cohutta Fishing Company and downtown stakeholder), Earline Burke (DDA Board liaison), and Lillie Read (DDA Manager).

Additional questions about this project can be directed to Lillie Read at 770-607-3576 or lread@downtowncartersville.org

Proposed Location of Sculptures for Rotating Sculpture Walk

