



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
Lindsey McDaniel, Jr.
Jayce Stepp
Louis Tonsmeire, Sr.
Taff Wren

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 6/15/2017
Work Session – 6:00 PM

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. June 1, 2017 (Pages 1 - 19)

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B. Appointments

1. Cartersville-Bartow Library Board (Pages 20 - 21)

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C. Second Reading of Ordinances

1. Amendment to Permit Fee Ordinance (Pages 27 - 31)

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2. Amendment to Utilities Ordinance Regarding Water/Sewer Rates (Pages 32 - 33)

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3. Budget Ordinance for the Fiscal Year 2017-18 (Page 34)

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D. Contracts/Agreements

1. Optimists for July 4, 2017 Celebration (Pages 35 - 44)

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2. Contracts for Performing Services (Pages 45 - 73)

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3. Maddox M&R Testing, Inc. (Pages 74 - 82)

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4. Southern Soccer Academy (Pages 83 - 91)

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E. Bid Award/Purchases

1. WPCP – UTV for Operators (Pages 92 - 96)

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3. WPCP – Aerator Gearbox Repair (Pages 99 - 109)

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4. Distribution & Collection Rubber Tire Backhoe (Pages 110 - 122)

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7. Property & Casualty Insurance Renewal (Pages 144 - 145)

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G. Discussion

1. Gas Department Building Concept Plan (Pages 158 - 163)

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2. Detention Pond Fencing (Pages 164 - 167)

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H. Presentations

1. Citizen Survey Results (Page 168)

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I. Monthly Financial Statement

1. April 2017 (Pages 169 - 173)

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



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
June 1, 2017

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been uploaded for your review.
City Manager's Remarks:	Minutes from the June 1st Council meeting have been complied and reviewed by staff and are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
June 1, 2017
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire.

Pledge of Allegiance led by Council Member Stepp.

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

Absent: Lindsey McDaniel

II. Regular Agenda

A. Other

1. Swearing in of City Council Member

Mayor Santini stated he was thankful to have Calvin Cooley join City Council. Mr. Cooley has been involved in the community for a long time and will be replacing Council Member Lindsey McDaniel Ward 4. Mr. Cooley came forward and was sworn in by the City Clerk and then took his seat with City Council.

B. Council Meeting Minutes

1. May 18, 2017

A motion to approve the May 18, 2017 minutes with the correction of noting an absence was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

C. Second Reading of Ordinances

1. Prohibited Truck Traffic Revision

Tommy Sanders, Public Works Department Head came forward and stated this ordinance revision adds five new No Through Trucks streets to Chapter 12: Motor Vehicles and Traffic, the new streets are in 12-1014 i through m. These streets were added for various reasons including physical restrictions that limit truck movement, incorrect Google Map application directions, and

horizontal or vertical alignment limitations that make it best to restrict truck traffic.

A motion to approve Prohibited Truck Traffic Revision was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12 – MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. – TRAFFIC SCHEDULES. SECTION 12-1014. – PROHIBITED TRUCK TRAFFIC, IS HEREBY AMENDED BY DELETING IT IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

1.

Sec. 12-1014. - Prohibited truck traffic.

- (a) No vehicles over six (6) wheels on Martin Luther King, Jr. Drive, east of Galt Street.**
- (b) Latimer Road, no vehicles over six (6) wheels allowed and no dump trucks**
- (c) No vehicles over six (6) wheels on Charles Street from Cassville Road to West Cherokee Street.**
- (d) No vehicles over six (6) wheels on Brookwood Drive.**
- (e) These prohibitions do not apply to moving vehicles on the actual day of a move from a residence or other establishment, authorized emergency vehicles, and authorized government vehicles.**
- (f) The city is authorized to post appropriate signage on said roads to notify the public of said restrictions.**
- (g) No trucks over six (6) wheels on Lee Street between West Avenue and Etowah Drive.**
- (h) No trucks over six (6) wheels to make right turns onto North Erwin Street from West Main Street, westbound (SR 113/61).**
- (i) No through trucks over six (6) wheels on West Avenue from its intersection with Etowah Drive to the intersection with South Erwin Street.**
- (j) No through trucks over six (6) wheels on Mockingbird Drive from its intersection with Tennessee Street/Georgia Highway 61 to the intersection with Joe Frank Harris Parkway/State Route 3/US Highway 41.**
- (k) No through trucks over six (6) wheels on Bartow Street from its intersection with West Main Street/State Route 61 to the intersection with West Avenue.**
- (l) No through trucks over six (6) wheels on Jones Mill Road from its intersection with Porter Street to the railroad overpass.**
- (m) No through trucks over six (6) wheels on Church Street from its intersection with Bartow Street to the intersection with Wofford Street.**

Item # 1

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

2. Prohibited Engine Brake Revision

Tommy Sanders, Public Works Director stated this ordinance revision is to add a new section to Chapter 12: Motor Vehicles and Traffic, to restrict the use of truck engine brakes in residential areas; it specifically creates a No Engine Brake area on parts of West Ave and Etowah Drive. The recommendation for this came from a meeting between a citizen group and Councilman Jayce Stepp.

A motion to approve the Prohibited Engine Brake Revision was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12 – MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. – TRAFFIC SCHEDULES. IS HEREBY AMENDED BY ADDING THE NEW SECTION 12-1016 – ENGINE BRAKE PROHIBITED AS FOLLOWS:

1.

Sec. 12-1016. – Engine Brake Prohibited.

(a) *Purpose.* The purpose of this ordinance is to prohibit the excessive, loud, unusual or explosive use of engine and compressed air-braking devices within designated areas in the City of Cartersville.

(b) *Definitions.* For the purposes of this ordinance the following words and phrases are defined as follows:

1. *Compression Brake.* Any device which, by the release of compressed air within an engine cylinder prior to the ignition of fuel therein, results in the slowing of said vehicle and/or braking without the use of wheel brakes and said devices are commonly referred to as "Jacob's Brakes," "Jake Brakes," "Dynamic Brake," "C-Brake," or "Paccar Brake."

2. *Engine Brake.* Any device which, by the release of compressed air within an engine cylinder prior to the ignition of fuel therein, results in the slowing of said vehicle and/or braking without the use of wheel brakes, said devices commonly referred to as "Jacob's Brakes," "Jake Brakes," "Dynamic Brake," "C-Brake," or "Paccar Brake."

(c) *Prohibitions.* It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within designated areas in the City of Cartersville, any engine brake, Compression brake or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle that results in excessive, loud, unusual or explosive noise from such vehicle, unless such use is necessary to avoid imminent danger. Such prohibition shall be applicable only to those public highways or portions specifically identified in this Ordinance.

(d) *Areas of Prohibition.* The prohibition set forth herein shall apply to the following public highways in the City of Cartersville, Georgia or portions thereof:

1. State Route 61 from its intersection with Attaway Drive to the intersection with West Main Street.

(e) *Signage.* Signs stating "VEHICLE NOISE LAWS ENFORCED" or "ENGINE BRAKE ORDINANCE ENFORCED" may be installed at locations deemed appropriate by the Public Works Director to advise motorists of the prohibitions contained in this ordinance, except that no sign stating "VEHICLE NOISE LAWS ENFORCED" or "ENGINE BRAKE ORDINANCE ENFORCED" shall be installed on a state highway without a permit from the Georgia Department of Transportation. The provisions of this ordinance shall be in full force and effect even if no signs are installed.

(f) *Exceptions.* Emergency vehicles shall be exempt from the application of this ordinance.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

D. First Reading of Ordinances

1. Amendment to Permit Fee Ordinance

Dan Porta, Assistant City Manager came forward and stated as part of the annual budget process, staff began to review our current building permit fees and the staff hours necessary to review and approve residential and commercial building permits. When an application is made for a Residential Building Permit, staff hours are necessary primarily by the Planning and Development and Public Works/Stormwater Departments. At a minimum, staff hours are spent on the application, property zoning, variance issues, floodplain review and inspection/as-built reviews that occur during and after completion as well as onsite inspections and re inspections.

For a Commercial Building Permit, staff from Planning & Development, Public Works/Stormwater, Fire, Electric, Gas, Water & Sewer, and Fiber Departments spend many hours working prior to approval of the permit issuance.

Staff also recommends the changes to the formula to allow the City to have contractors submit a Permit application online with our new CityView Software. Note that the last change to the building permit fee was in July 2005. The proposed ordinance change is recommended by staff.

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.

Item # 1

(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 - International Code Council (ICC) Rate for Residential Construction multiplied by Residential Heated Square Footage multiplied by .0035.
- 2) Commercial Building Permit – ICC Average Rate for all Commercial Groups multiplied by Commercial Building Square Footage multiplied by .003.

(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 July 1, 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 1st day of June 2017.

ADOPTED this the 15th day of June 2017.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

E. Bid Award

1. Calix GPON System for Fiber Distribution

Dan Porta, Assistant City Manager stated Cartersville FiberCom is requesting the purchase of a Calix Gigabit Passive Optical Network system for fiber distribution. This system is designed to split one optical fiber into 32 fibers for customer connections. Mr. Porta stated the City has areas in our existing fiber distribution system where we are out of fiber and can no longer serve new customers and city departments. This technology reduces costs and infrastructure while increasing bandwidth and potential for more revenue at a fraction of the cost of purchasing and installing new fiber optic cable. Approval is recommended for the purchase from Calix in the amount of \$34,990.

A motion to approve Calix GPON System for Fiber Distribution was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

2. Construction Manager At Risk for Gas Department Buildings

Dan Porta, Assistant City Manager stated the city received four proposals from companies interested in being the Construction Manager At Risk for the construction of the Gas Department buildings, maintenance building, recreational pond, walking trail and fuel station on Old Mill Road. A committee reviewed the four proposals without looking at the firms' fee proposals. The initial total score that a firm could receive was 85 points. The four firms fee proposals were then opened and firms could receive up to 15 points on their fee proposal. After reviewing the proposals along with their proposed fees, the Review Committee narrowed down the proposals to two firms which were then interviewed. After interviewing the top two firms the Review Committee recommends awarding the CMAR to Balfour Beatty Construction Company.

If approved, Balfour Beatty will charge the city \$22,000 for pre-construction fee, which is for this firm to meet with city staff and our architects, Pond & Company to go over the proposed plans which are approximately 30% complete already through completion. Balfour Beatty will be able to provide the city with their cost estimate for the construction of these buildings and we can work with them to make adjustments in the design if the construction costs are more than the City Council is willing to spend. As we get closer to completion of the architectural plans, city staff will work with Balfour Beatty to begin advertising to local contractors who to see if they can qualify to submit proposals to help construct these facilities.

Based on the proposals received, the Review Committee recommends approval of Balfour Beatty as the Construction Manager At Risk for this project and request the Mayor and City Clerk sign the contract subject to the approval of the City Attorney.

A motion to approve the Construction Manager at Risk for the Gas Department Buildings was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

F. First Reading of Ordinances

1. Amendment to Utilities Ordinance Regarding Water/Sewer Rates

Tom Rhinehart, Finance Department Head stated the proposed fiscal year 2017 through 2018 budget includes a couple of increases in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. They are as follows: a 7.5% increase in the residential water and sewer rates; and a 7.5% increase in the base monthly water and sewer rates.

The 7.5% increase will allow the Water Department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equates to \$0.61

per 100 cubic feet used for city residents and \$1.12 per 100 cubic feet used for outside the city residents. The total estimated increase for a residential water and sewer customer is \$4.09 per month on 7500 gallons consumed.

The Water and Sewer Fund also proposed a 7.5% increase in the base monthly water and sewer rates. Currently, the base rate is \$8.18 and the proposed base rate will increase to \$8.79 a month. This equates to an increase of \$0.61 a month.

With these proposed increases in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. These increases are needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2017.

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 **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 (a), (b), (c), (d), (e), and (f) Water and Sewage Rate and Section 24-147 (a.) Sewage Rates** is hereby amended by deleting said Section 24-64 (a), (b), (c), (d), (e), and (f), and Section 24-147 (a) in their entirety and replacing them with the following:

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 8.79	\$ 16.11
3/4" full flow	\$ 13.19	\$ 23.45
1"	\$ 20.52	\$ 38.10
1 ¼" or 1 ½"	\$ 41.02	\$ 70.33
2"	\$ 79.13	\$145.05
4"	\$146.52	\$283.51
6"	\$228.57	\$410.26
8"	\$293.05	\$567.03
Plus consumption as follows:		
(i) Residential Meters	\$1.81/100 cu. ft.	\$3.63/100 cu. ft.
(a) 0 – 8 consumptions per month	\$2.97/100 cu. ft.	\$3.73/100 cu. ft.
(b) 9 – 14 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.

(c) 15 – 19 consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(d) 20 + consumptions per month	\$2.99/100 cu. ft.	\$4.42/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(iii) Irrigation System Meters	\$1.81/100 cu. ft.	\$3.63/100 cu. ft.
(iv) Industrial and All Other Meters		

(b.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 8.79	\$ 8.79
3/4" full flow	\$ 13.19	\$ 13.19
1"	\$ 20.52	\$ 20.52
1 ¼" or 1 ½"	\$ 41.02	\$ 41.02
2"	\$ 79.13	\$ 79.13
4"	\$146.52	\$146.52
6"	\$228.57	\$228.57
8"	\$293.05	\$293.05
Plus consumption	\$1.99/100 cu. ft.	\$4.01/100 cu. ft.

(c) Tap Fees—Prior to the issuance of a tap, the following fees are required:					
	(in inches)	Water Tap Inside City	Water Tap Outside City	Sewer Tap Inside City	Sewer Tap Outside City
	¾	\$1,100.00	\$1,200.00	\$950.00	\$1,200.00
	1	1,200.00	1,400.00	1,000.00	1,300.00
	1½	2,200.00	2,400.00	1,150.00	1,600.00
	2	2,500.00	2,700.00	1,200.00	1,900.00
	4	3,000.00	3,200.00	1,775.00	3,050.00
	6	3,500.00	3,700.00	2,150.00	3,800.00
	8	4,000.00	4,200.00	2,620.00	4,740.00
	Multi-unit, per unit	1,100.00	1,200.00	950.00	1,200.00

Other provisions:

For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10)

percent on materials and one hundred fifty (150) percent on labor
(percentages double for outside city) the estimate to be paid in advance.

If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d) Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.			
	<i>Water Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>
	$\frac{3}{4}$	\$1,020.00	\$930.00
	1	\$1,700.00	\$1,540.00
	1½	\$3,500.00	\$3,090.00
	2	\$5,590.00	\$4,940.00
	3	N/A	\$7,410.00
	4	\$10,100.00	\$9,030.00
	6	\$15,600.00	\$14,450.00
	8	\$20,280.00	\$18,780.00
	multi-unit/per unit	\$1,020.00	\$930.00
	<i>Sewer Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>
	$\frac{3}{4}$	\$1,300.00	\$1,260.00
	1	\$2,160.00	\$2,520.00
	1½	\$4,320.00	\$4,030.00
	2	\$6,910.00	\$8,050.00
	3	N/A	\$10,040.00
	4	\$13,470.00	\$13,050.00
	6	\$20,200.00	\$19,580.00
	8	\$26,260.00	\$25,454.00
	multi-unit/per unit	\$1,300.00	\$1,260.00

Item # 1

Other provisions:

Apartments and hotels per unit calculations.

All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (¾" water meter equivalent):

- (a) Restaurant;
- (b) Lounge;
- (c) Car wash;
- (d) Lobby;
- (e) Full kitchen (not part of restaurant);
- (f) Linen Laundry;
- (g) Guest Laundry;
- (h) Swimming Pool.

Assisted Living Facility, Nursing Home, and Hospital per unit calculations.

All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All patient rooms without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility, or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (¾" water meter equivalent):

- (a) Restaurant;
- (b) Lounge;
- (c) Car wash;
- (d) Lobby/Waiting Room;
- (e) Full kitchen (not part of restaurant);
- (f) Linen Laundry;
- (g) Guest Laundry;
- (h) Swimming Pool.

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
In Inches:		
2	\$ 18.20	\$ 36.40
4	\$ 27.31	\$ 54.60
6	\$ 36.40	\$ 72.81

8	\$ 72.81	\$145.61
10	\$182.01	\$364.03
12	\$273.02	\$546.04

(f)	Fire hydrant flow test.	City	Outside City
		\$250.00	\$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

Item # 1

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 8.79	\$ 8.79
3/4" full flow	\$ 13.19	\$ 13.19
1"	\$ 20.52	\$ 20.52
1 ¼" or 1 ½"	\$ 41.02	\$ 41.02
2"	\$ 79.13	\$ 79.13
4"	\$146.52	\$146.52
6"	\$228.57	\$228.57
8"	\$293.05	\$293.05
Plus consumption	\$1.99/100 cu. ft.	\$4.01/100 cu. ft.

This Ordinance shall become effective on July 1, 2017.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the ____ day of June 2017.

ADOPTED this the ____ day of June 2017. Second Reading.

/s/ _____

Matthew J. Santini

Mayor

ATTEST:

/s/ _____

Meredith Ulmer

City Clerk

2. Budget Ordinance for the Fiscal Year 2017-18

Tom Rhinehart, Finance Department Head stated as discussed in the budget work session held on May 23, 2017, the fiscal year 2017 through 2018 budget ordinance is attached. The proposed budget is a balanced budget and increased \$10,863,305 over the fiscal year 2016-17 budget. The increase equates to a 6.92% increase. The proposed budget includes salary adjustments in all departments, no increase in the city's property tax millage rate, school system funding, an increase in staff, an increase in health insurance premiums for both the city and the employees, an increase in the residential water and sewer rates, and an increase in the basic monthly water and sewer rate. Budget comparison by type for the FY 2018 proposed budget compared to the FY 2017 budget include: personnel expenses increase by \$636,640; operating expenses increased \$142,880; purchase of commodities increased by \$1,486,865; school board appropriation decreased by \$253,960; BID tax expenses remained the same; debt service expenses decreased \$7,250; capital expenses increased \$8,888,130, and transfers to the general fund remain the same. Since the budget presentation on 5/23/17, solid waste has changed their capital amount to include a front loading garbage truck instead of a recycling truck. This added an additional \$30,000 to the solid waste budget and will be absorbed through additional lease pool funding. Mr. Rhinehart recommended approval of the proposed FY 2017-18 budget as presented.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. _____

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

2017 - 2018 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$40,213,975	
Expenditures:		
Legislative		\$17,422,630
Administration		\$ 1,113,670
Finance Dept.		\$ 1,194,515
Customer Service Dept.		\$ 771,960
Police		\$ 5,394,525
Fire		\$ 7,269,555
Municipal Court		\$ 260,855
Public Works		\$ 2,360,735

Recreation		\$ 3,110,525
Planning & Development		\$ 1,129,450
Downtown Development Authority		\$ 185,555

Special Revenue Funds

GO Park Bonds Series 2014	\$ 5,634,000	\$ 5,634,000
SPLOST – 2003	\$ 257,940	\$ 257,940
SPLOST – 2014	\$ 2,347,550	\$ 2,347,550
DEA	\$ 343,390	\$ 343,390
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 761,000	\$ 761,000
Motor Vehicle Rental Tax	\$ 71,000	\$ 71,000
Grant Funds	\$ 0	\$ 0
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 23,000	\$ 23,000
Development Fees	\$ 5,000	\$ 5,000

Enterprise Funds

Fiber Optics	\$ 2,361,120	\$ 2,361,120
Electric	\$48,806,080	\$48,806,080
Gas	\$34,235,980	\$34,235,980
Solid Waste	\$ 2,717,135	\$ 2,717,135
Stormwater	\$ 1,772,815	\$ 1,772,815
Water & Sewer	\$27,517,245	\$16,444,125
Water Pollution Control Plant		\$ 4,401,430
Water Treatment Plant		\$ 6,671,690

Internal Service Fund

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

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ____ day of June 2017. First Reading.

ADOPTED this ____ day of June 2017. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

Item # 1

/s/ _____
Meredith Ulmer
City Clerk

G. Bid Award/Purchases

1. Purchase Customer Service Air Conditioner Units

Tom Rhinehart, Finance Department Head stated Customer Service has two air conditioning units that are not working. One is approaching 21 years of age and the other is approaching 17 years of age. In talking to the A/C repair men, they said that the city would be better off purchasing new units because of the age of both units. Quotes have been received from three local vendors for the replacement of the units. The low bidder is Weaver Heating and Air, Inc. with a quote of \$7,400. The warranty from the low bidder, 1 year labor, 1 year maintenance, and 5 years on all parts is not as good as the second low bidder, Mike Jones Heating and Air, LLC, with 10 years on all parts, and 5 year labor, that submitted a quote of \$7,600. For a \$200 difference, Mike Jones is offering a better warranty on the units. Therefore, it is recommended for Mike Jones Heating and Air, LLC to replace the two units for customer service in the amount of \$7,600.

A motion to approve Mike Jones Heating and Air LLC to replace the air conditioner units in the Customer Service Department was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

2. Odorization System for the Williams/Transco Expansion

Gary Riggs, Gas Department Head stated a proposal was requested for the installation of the odorization system for the Williams/Transco Expansion project. Since the odorization systems in the City's natural gas distribution system is a sole source provider, we requested a quote from GPM Equipment Sales, Inc. of Pelham, Alabama. The quotation from GPM Equipment Sales, Inc. in the amount of \$28,500.00.

A motion to approve the Odorization System for the Williams/Transco Expansion was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

3. WPCP – Belt Press 1 & 2 Rebuild

Bob Jones, Water Department Head stated the Water Pollution Control Plant uses three Ashbrook Simon-Hartley 2-meter belt filter presses to dewater residual solids produced as a by-product of wastewater treatment. Presses 1 and 2 were installed in 1991 and have only had break down maintenance performed during that time.

Theses presses are critical to the proper function of the wastewater plant. Presses are the ultimate solids removal system at the plant. A quote was requested from Alfa Laval, the parent company for Ashbrook Simon-Hartley, for a full rebuild of presses 1 and 2. This will completely refurbish both units to a like new condition. The scope of work includes oversight by a factory service representative to guide staff in the replacement of parts.

Mr. Jones stated this is a sole source bid as the work is specific to a particular brand, make and model of belt press. The Alfa Laval company has proposed a price of \$45,861.00 to complete the work. Their total is comprised of \$36,346.00 for parts and \$9,515.00 for labor. Mr. Jones stated he recommended approval of this proposal from Alfa Laval. This expense will be paid through Biosolids Disposal account.

A motion to approve the Water Pollution Control Plant Belt Press 1 and 2 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

4. WPCP – Belt Press PLC Upgrade

Mr. Jones stated the Water Pollution Control Plant uses three Ashbrook Simon-Hartley 2 meter belt filter presses to dewater residual solids produced as a by-product of wastewater treatment. Two of the presses have been in operation since 1991 and the third since 1999.

All presses are currently using the same relay logic systems that were state of the art at the time of their installation. These systems are largely obsolete now. The electromechanical components are corroded from spending 26 years in a damp often saturated environment. The components are becoming increasingly less reliable and more difficult to work on due to age.

Bids were requested for the development and installation of a modern Programmable Logic Controller to monitor, manage and run all press units. The following three companies submitted bids: Hero Electric for \$32,510.00; Fox Systems, Inc. for \$39,719.22 and Pipeline & Controls which did not submit a bid.

Mr. Jones recommended approval of the Hero Electric bid in the amount of \$32,510.00. The purchase would be paid from Biosolids Disposal account.

A motion to approve the Water Pollution Control Plant Belt Press PLC Upgrade was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

Council Member Tonsmeire made a motion to add an item to the agenda. Council Member Tate seconded the motion. Motion carried unanimously. Vote 6-0.

H. Added Items

1. Alcohol Control Board Withdrawal

Keith Lovell, City Attorney stated Mr. Awad was cited at 2320 Highway 411 for selling alcohol to a minor. The Alcohol Control Board fined the business and placed the location on probation. Mr. Awad, license holder, intended to appeal, but has since withdrawn.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Item # 1

Filters Used:
1 Tagged Record

Email Report

Form Format

Date Printed: 6/01/2017
Time Printed: 3:23PM
Printed By: SLF

Date 6/01/2017 Time 3:14PM 3:14PM Duration 0.00 (hours) Code
Subject RE: Municipal Court - Awad Case Staff
Client Jason Johnson MatRef City of Cartersville-Municipal Court ;MatNo 2017-01017
From Jason Johnson <jaj@perrottalaw.com>
To Stacey Foristall <Stacey4stall11@gmail.com>
CC To
Bcc To
Reminders

(days before) Follow N Done N Notify Y Hide N Trigger N Private N Status

User1 User3
User2 User4

Let me know if you need something more formal, but please let this serve as our dismissal of our appeal for Mr. Awad's case tonight.

We also have a negotiated plea in the Municipal Court case currently set for Monday. Thanks,

Jason Johnson
Attorney for Mr. Awad

-----Original Message-----

From: Stacey Foristall [mailto:stacey4stall11@gmail.com]
Sent: Wednesday, May 24, 2017 4:10 PM
To: Jason Johnson <jaj@perrottalaw.com>
Subject: RE: Municipal Court - Awad Case

Jason,

Attached is the selling to minor ordinance and disorderly conduct ordinance.

Thank you.

Stacey L. Forristall
Paralegal

Archer & Lovell, PC
PO Box 1024
336 S. Tennessee Street
Cartersville, GA 30120
Phone: 770-386-1116
Fax: (770) 382-7484
Email: stacey4stall11@gmail.com

NOTE: The rules imposed by IRS Circular 230 require us to state that, unless it is expressly stated below or in an attachment hereto, any opinions expressed with respect to a significant tax issue are not intended or written by the practitioner to be used, and cannot be used by the receipt, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction(s) or tax-related matter

Item # 1



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Cartersville-Bartow Library Board

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	To appoint Karen Barnhart to the Cartersville-Bartow Library Board, term to expire June 30, 2020.
City Manager's Remarks:	Your approval of this appointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name BARNHART KAREN M.
 (last) (first) (middle initial)

Address 22 WELLINGTON DR. CARTERSVILLE, 30120
 (street)

Email Address barnhartk@bellsouth.net

Home Phone 770-382-4779 Cell Phone 678-386-1666

City Resident Yes ☒ No ☐ Ward 1 2 3 4 5
 (if applicable)

Related Experience: Civic/Business/Other

PROFESSIONAL EXPERIENCE:
 RETIRED DIRECTOR OF LABORATORY SERVICES - RESPONSIBLE FOR PLANNING, DIRECTING,
 DEVELOPING AND EVALUATING ALL ASPECTS OF SERVICE - 23 FTE'S, \$7M+ Budget.
 CIVIC: BOARD OF MULTIPLE ORGANIZATIONS
 - PRESIDENT FRIENDS OF LIBRARY - BARTON COUNTY 10 years; TREASURER 2 years
 - SECRETARY BOOKS FOR BARTON - 1 yr.
 - SECRETARY PINE GROVE HOA - 12 yrs.
 PTC BOARD; VOLUNTEER GRAND THEATRE 10 years

Personal References (list at least 3)

MATT SANTINI TERRI COX
BILL EAGAR (678-778-6292) ELLEN BROWNING
Audrey Andersen (770-655-6508) GARY NORWOOD

Position Information

Board/Commission applying for: LIBRARY BOARD

Reason interested in position (please explain in space provided)

I WISH TO BE AN ADVOCATE FOR THE LIBRARY AND HELP PLAN FOR ITS FUTURE.
My familiarity with LIBRARY OPERATIONS THROUGH WORK WITH THE FRIENDS
BOARD, VARIOUS POSITIONS ON OTHER CIVIC BOARDS AND THE SKILL SET HONED
FROM OVER 20 YEARS IN THE HOSPITAL LABORATORY BUSINESS LEAD ME TO BELIEVE I CAN BE
AN ASSET. OUR LIBRARY SYSTEM IS A VITAL PART OF OUR COMMUNITY AND I WANT TO BE
PART OF ENSURING ITS VITALITY FOR THE FUTURE.

Karen M Barnhart
 Applicant Signature

4-18-17
 Date

Thank you for your interest in serving our community

Item # 2



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Land Bank Board

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	To appoint Antwuan Hill, Scott Panter, Greg Frisbee and Jessica Mitcham as City Appointees to the Bartow-Cartersville Land Bank, terms to expire June 30, 2021.
City Manager's Remarks:	Your approval of the appointment of the applicants listed above to the Landbank Board as outlined above are recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information

Name Hill Antwuan J
(last) (first) (middle initial)

Address 23 Akron St. Cartersville, Ga

E-mail Address hillantwuan@gmail.com

Home Phone 470-388-8972 Work Phone 678-721-2007

City Resident yes ☒ no ☐

Related Experience - Civic - Business - Other

Credit officer Century Bank
Appraisal Reviewer
Family Promise
Good Neighbor
Credit Analyst - Synovus

Personal References (list at least 3)

<u>Robert Livsey</u>	<u>Anthony Barnes</u>
<u>Ken Gross</u>	<u>Josh Brock</u>
<u>Angela Cooley</u>	<u>Saunders Jones</u>

Position Information

Board/Commission Applied for: Land Bank Board

Reason Interested in Position (please explain in space provided)

Learn more about Land Development in the County.
Willingness to serve my community.

[Signature]
Applicant Signature

5/17/17
Date

Thanks for your interest in serving your community.

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information

Name PANTER R. SCOTT
(last) (first) (middle initial)

Address 107 TANGLEWOOD DR.

E-mail Address RSPANTER@AOL.COM

Home Phone _____ ^{CELL} Work Phone 678 733 1608

City Resident yes ☒ no ☐

Related Experience - Civic - Business - Other

CARTERSVILLE CITY COUNCIL 1994 - 2002

BOARD OF DIRECTORS WILLIAM W. HANCOCK MUSEUM

OWNER SWVR, LLC (SCOTT'S MAKE-UP BAR-B-Q)

Personal References (list at least 3)

CARY NELSON (SUNSHINE COURT JUDGE)
PAUL CARTER (STATE LEGISLATOR)
DAVID VAUGHN (FARMER)

Position Information

Board/Commission Applied for: LAND BANK BOARD

Reason Interested in Position (please explain in space provided)

ASK BY THE MAYOR

Applicant Signature

Date

Thanks for your interest in serving your community.

Item # 3

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name Frisbee Gregory D
 (last) (first) (middle initial)

Address 49 Cassville Rd, Cartersville, GA 30120
 (street)

Email Address bluetick@comcast.net

Home Phone 770.382.5909

Cell Phone 770.607.5868

City Resident Yes X No

Ward 1 2 3 4 5 6
 (if applicable)

Related Experience: Civic/Business/Other

Etowah Housing Authority Board Member

Historic Preservation Commission

Bartow-Cartersville Second Joint Development Authority

Georgia Highlands College board member

Realtor

Urban Planner

Personal References (list at least 3)

Ray Thacker 302 W. Main St. Cartersville
Becky Champion 55 Cassville Rd, Cartersville
Wayne Moore 322 Briar Patch Lane, Cartersville

Position Information

Board/Commission applying for: Land Bank

Reason interested in position (please explain in space provided)

Interest in community development, historic preservation & preservation
of in town neighborhoods.

Applicant Signature AD Frisbee

Date 6/1/17

Thank you for your interest in serving our community

Item # 3

Name Mitcham Jessica N
(last) (first) (middle initial)

Address 544 West Main Street Cartersville GA 30120
(street)

Email Address director@goodneighborshelter.org

Home Phone _____ Cell Phone 770-846-3934

City Resident Yes ✓ No _____ Ward 1 2 3 4 5
(if applicable)

Executive Director at Good Neighbor Homeless Shelter
for 7 years
Past Chair of Leadership Banaw and the Non Profit Executive
Current President of Rotary Club of Banaw Co. Roundtable

Peter Olson
Brandon Bowen
Charley Harper

Board/Commission applying for: Land Bank Board

I am interested in assisting the City in identifying best uses for abandoned properties and structures to improve our community and benefit our citizens

Jessi Nutclom 6/8/17
Applicant Signature Date

C:\Users\Owner\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\905SJ06E\City Board Application
6/5/2017 (revised)11.09.xls



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Amendment to Permit Fee Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	As part of the annual budget process, staff began to review our current building permit fees and the staff hours necessary to review and approve residential and commercial building permits. When an application is made for a Residential Building Permit, staff hours are necessary primarily by the Planning & Development and Public Works/Stormwater Departments. At a minimum, staff hours are spent on the application, property zoning, variance issues, floodplain review and inspection/as-built reviews that occur during and after completion as well as onsite inspections and re-inspections. For a Commercial Building Permit, staff from Planning & Development, Public Works/Stormwater, Fire, Electric, Gas, Water & Sewer, and Fiber Departments spend many hours as follows: construction review meeting(s), submittal review(s), review comment(s) and sign-off meeting. Some plans require a concept meeting(s), multiple review meetings, multiple submittal reviews and multiple review comments. Others may only require a single construction meeting, submittal review and review comment. Some plans may also require a site visit(s) and/or the preparation of a relocation agreement or encroachment agreement which also requires Council approval. Therefore, the hours spent on reviewing and approving a Commercial Building Permit are extensive and ensure that our citizens are protected. In addition to the above reasons for changes in the Building Permit fees, staff also recommends the changes to formula to allow us to have contractors submit a Permit application online with our new CityView Software. Note that the last change to the building permit fee was in July 2005. Attached are examples of the city's current and proposed fees for residential and commercial building permits and surrounding governments as well as the proposed ordinance. The proposed ordinance change is recommended by staff.
City Manager's Remarks:	This ordinance remains unchanged since first reading. There is additional information attached per Council's request for additional information last meeting. Your approval of this item is Cover Memo Item # 4

	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 - International Code Council (ICC) Rate for Residential Construction multiplied by Residential Heated Square Footage multiplied by .0035.
 - 2) Commercial Building Permit – ICC Average Rate for all Commercial Groups multiplied by Commercial Building Square Footage multiplied by .003.
- (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 July 1, 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 1st day of June 2017.
ADOPTED this the 15th day of June 2017.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Residential Permit Cost

MERCER LANE - 2508 Heated SF/500 Unheated SF

	Building	Electric	Mechanical	Plumbing	Other	Total
Kennesaw *	\$ 1,943.18	\$ 50.00	\$ 50.00	\$ 50.00		\$ 2,093.18
ICC Recommended	\$ 1,674.85					\$ 1,674.85
Rome/Floyd	\$ 1,203.60	\$ 170.00	\$ 124.00	\$ 76.00		\$ 1,573.60
Acworth *	\$ 1,140.50	\$ 80.00	\$ 55.00	\$ 60.00		\$ 1,335.50
Canton *	\$ 930.30	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200	\$ 1,280.30
Cartersville Proposed	\$988.84	\$ 80.00	\$ 75.00	\$ 95.00		\$ 1,238.84
Cobb County	\$ 1,062.52				\$ 50	\$ 1,112.52
Cherokee County *	\$ 844.75	\$ 50.00	\$ 50.00	\$ 50.00		\$ 994.75
Cartersville Current	\$ 715.00	\$ 80.00	\$ 75.00	\$ 95.00		\$ 965.00
Bartow County	\$ 411.12	\$ 35.00	\$ 35.00	\$ 35.00		\$ 516.12

* Acworth, Canton, Cherokee County and Kennesaw all have Impact Fees which are in addition to the building permit fees shown above.

Commercial Permit Cost

539 E. Main Street - Shottenkirk Honda - 36,000 SF Valuation \$2,636,000

	Building	Electric	Mechanical	Plumbing	Other	Total
Acworth *	\$31,142.25	\$110.00	\$210.00	\$150.00		\$31,612.25
Kennesaw *	\$30,303.94	\$140.00	\$380.00	\$85.00		\$30,908.94
ICC Recommended	\$29,138.40					\$29,138.40
Cobb County	\$27,787.00				\$175.00	\$27,962.00
Cherokee County *	\$20,512.80	\$50.00	\$50.00	\$50.00		\$20,662.80
Rome/Floyd	\$19,224.00	\$270.00	\$558.00	\$320.00		\$20,372.00
Cartersville Proposed	\$18,114.84	\$75.00	\$40.00	\$110.00		\$18,339.84
Canton *	\$6,750.00	\$100.00	\$100.00	\$100.00		\$7,050.00
Bartow County	\$5,932.00	\$75.00	\$375.00	\$145.00		\$6,527.00
Cartersville Current	\$5,922.00	\$75.00	\$40.00	\$110.00		\$6,147.00

* Acworth, Canton, Cherokee County and Kennesaw all have Impact Fees which are in addition to the building permit fees shown above.

Sample of Commercial Building Permits issued in the last two fiscal years

Issue Date	Customer	Location ID	Permit ID	UDF2	SQ_FT	Valuation provided by Contractor	Actual Permit Fee Charged	Description	Address	Newly Proposed Formula	Difference
7/22/2015	163966	5007111	BP 15-171	Quality Service Contractors	10,880	\$750,000	\$ 2,150.00	POLYTEC INC - Building B	400 Industrial Park Road	\$ 5,474.71	\$ 3,324.71
7/29/2015	185783	5007093	BP 15-178	DLP Construction	13,992	\$1,000,000	\$ 3,090.00	NEW BUILDING FOR PARTY CITY	451 E. Main Street	\$ 7,040.63	\$ 3,950.63
8/4/2015	162086	2748400	BP 15-181	Vision Contractors, Inc.	10,000	\$25,000	\$ 135.00	COLLISION SHOP	97 Wansley Drive	\$ 5,031.90	\$ 4,896.90
10/14/2015	171418	5005174	BP 15-263	S&K Properties & Dev.	10,000	\$130,000	\$ 535.00	OFFICE WAREHOUSE	21 Curtis Court, Bldg. 2	\$ 5,031.90	\$ 4,496.90
10/19/2015	186482	1959980	BP 15-265	Darland Enterprises	10,147	\$296,000	\$ 1,045.00	INTERIOR REMODEL	954 JFH Parkway	\$ 5,105.87	\$ 4,060.87
12/2/2015	186008	1455325	BP15-292	SHOTTENKIRK HONDA	36,000	\$2,636,000	\$ 5,922.00	NEW CAR DEALERSHIP	539 E. Main Street	\$ 18,114.84	\$ 12,192.84
12/15/2015	186836	5007302	BP 15-300	Morgan Construction Company	127,419	\$5,000,000	\$ 10,650.00	NEW KROGER	125 Main St. Market Place	\$ 64,115.97	\$ 53,465.97
4/19/2016	187839	5004858	BP 16-102	JPC Construction	7,500	\$40,000	\$ 185.00	INTERIOR BUILDOUT	2290 Highway 411	\$ 3,773.93	\$ 3,588.93
7/7/2016	175922	1952780	BP16-169	PUGMIRE FORD	7,592	\$750,000	\$ 2,150.00	PUGMIRE FORD	352 N. Tennessee Street	\$ 3,820.22	\$ 1,670.22
8/11/2016	158236	5002203	BP16-222	PIER ONE BUILDING	6,800	\$300,000	\$ 1,045.00	REMODEL - PIER ONE BUILDING	445 Cherokee Place	\$ 3,421.69	\$ 2,376.69
9/23/2016	188691	5007659	BP16-258	SHAW CREATE CENTER	62,500	\$17,317,929	\$ 36,955.85	SHAW CREATE CENTER	230 Douthit Ferry Road	\$ 31,449.38	\$ (5,506.48)
10/4/2016	145238	1905500	BP 16-267	VARSITY CAR WASH	1,867	\$700,000	\$ 2,050.00	TUNNEL CAR WASH PREFAB	802 West Avenue	\$ 939.46	\$ (1,110.54)
10/17/2016	188902	1957010	BP 16-275	McMichaels Construction	19,564	\$2,200,000	\$ 5,050.00	ALDI	500 Rowland Springs Road	\$ 9,844.41	\$ 4,794.41
10/27/2016	189190	1400436	BP 16-291	Bricco Construction	7,235	\$680,000	\$ 2,010.00	OUTPATIENT CLINIC	419 E. Main Street	\$ 3,640.58	\$ 1,630.58
10/27/2016	186836	5007769	BP 16-288	Morgan Construction Company	2,800	\$121,716	\$ 535.00	LANDLORD WORK - Suite 100	50 Main St. Market Place	\$ 1,408.93	\$ 873.93
11/8/2016	189286	5007521	BP 16-302	WILLY'S MEXICANA GRILL	2,177	\$400,100	\$ 1,375.00	NEW TENNANT TO EXISTING SPACE	100 Main St. Market Place	\$ 1,095.44	\$ (279.56)



City of Cartersville

City Council Meeting

6/15/2017 7:00:00 PM

Amendment to Utilities Ordinance Regarding Water/Sewer Rates

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	The proposed fiscal year 2017-18 budget includes a couple of increases in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. They are as follows: a 7.5% increase in the residential water and sewer rates; and a 7.5% increase in the base monthly water and sewer rates. The 7.5% increase will allow the Water Department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equates to \$0.61 per 100 cubic feet used for city residents and \$1.12 per 100 cubic feet used for outside the city residents. The total estimated increase for a residential water and sewer customer is \$4.09 per month on 7500 gallons consumed. The Water and Sewer Fund also proposed a 7.5% increase in the base monthly water and sewer rates. Currently, the base rate is \$8.18 and the proposed base rate will increase to \$8.79 a month. This equates to an increase of \$0.61 a month. With these proposed increases in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. These increases are needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2017.
City Manager's Remarks:	This rate increase is included within the budget. As mentioned above this will still find the rates very affordable when compared to others. A large part of the system work required, which this rate increase funds, is because of environmental, federal, unfunded mandates. This passes the requirements down from the federal government without related money to pay for them. Another part of the work which this rate increase funds is work on the existing system, parts of which are +/- 100 years old.

Cover Memo

work on Item # 5

	This ordinance remains unchanged since first reading, your approval of this increase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Budget Ordinance for the Fiscal Year 2017-18

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	As discussed in the budget work session held on May 23, 2017, the fiscal year 2017-18 budget ordinance is attached. The proposed budget is a balanced budget and increased \$10,863,305 over the fiscal year 2016-17 budget. The increase equates to a 6.92% increase. The proposed budget includes salary adjustments in all departments, no increase in the city's property tax millage rate, school system funding, an increase in staff, an increase in health insurance premiums for both the city and the employees, an increase in the residential water and sewer rates, and an increase in the basic monthly water and sewer rate. Budget comparison by type for the FY 2018 proposed budget compared to the FY 2017 budget include: personnel expenses increase by \$636,640 (salary adjustments, increase in personnel, and health insurance premiums); operating expenses increased \$142,880; purchase of commodities increased by \$1,486,865; school board appropriation decreased by \$253,960; BID tax expenses remained the same; debt service expenses decreased \$7,250; capital expenses increased \$8,888,130 (increases in GO Park Bond capital expenses, water and sewer capital expenses, and gas capital expenses), and transfers to the general fund remain the same. Since the budget presentation on 5/23/17, solid waste has changed their capital amount to include a front loading garbage truck instead of a recycling truck. This added an additional \$30,000 to the solid waste budget and will be absorbed through additional lease pool funding. I recommend approval of the proposed FY 2017-18 budget as presented.
City Manager's Remarks:	The budget remains unchanged from last meeting. Tom might have some minor adjustments. We will recommend that you adopt it with whatever adjustments he makes you aware of Thursday.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Optimists for July 4, 2017 Celebration

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This is the annual contract between the City of Cartersville and the Optimist Club for the festivities at Dellinger Park for the July 4th celebration. Additionally, JRM Management Services, Inc. has contracted with the Optimists to coordinate this event and the contract is attached.
City Manager's Remarks:	Your approval of this contract is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 2017, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and OPTIMIST CLUB hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To provide a Fourth of July fireworks spectacular at Dellinger Park.

Section 1. The City and Contractee agree to the following terms and conditions for good and valuable considerably received and in exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

- (a) Twelve (12) police officers at mutually agreed upon hours;
- (b) Two (2) firefighters on a ATV Response Unit from noon to the end of the event;
- (c) Coordinate with EMS to have an ambulance on site;
- (d) One (1) fire truck at 8:30 PM to the end of the event;
- (e) The City of Cartersville shall be responsible for all costs associated with any and all of the above City employees and equipment;
- (f) The City of Cartersville has contributed to the fireworks display the sum of Four Thousand Dollars (\$4,000);

(g) The time to be spent, services performed and location of all personnel shall be approved by the City at least ten (10) days prior to the event and said information will be provided to the Optimist Club:

(h) The Five Dollar (\$5) parking charge at Dellinger Park, on July 4th, One Dollar (\$1) of which will be paid to the City by Contractee, and the balance of which shall be retained by Contractee;

Section 2. Contractee agrees to perform the described activities within the following time period, and has entered into a separate contract with JRM Management Services, Inc on May 24, 2017, attached hereto as Exhibit B, to operate said event.

The Contractee and its subcontractor JRM Management Services, Inc. shall operate and provide a firework display and provide the following services at Dellinger Park on July 4, 2017 or other mutually agreed upon date, weather permitting, as indicated on Exhibit "A" attached hereto.

Section 3. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 4. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 5. If Contractee fails to perform this Agreement within the time period specified in Section 2, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 6. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 7. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the

City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 8. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville

P. O. Box 1390

Cartersville, GA 30120

For the Contractee: Secretary, Cartersville Optimist Club

P. O. Box 2018

Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 2017

Signed, sealed and delivered in the presence of: CITY OF CARTERSVILLE, GA

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this ____, day of _____,
2017.

Signed in the presence of:

OPTIMIST

Witness

By: _____

Its: _____

Notary Public

Exhibit “A”
List of Activities Scheduled for Downtown and Dellinger Park
Optimist Club 4th of July Celebration
July 4, 2017

- **Parade** – The Optimist Club in cooperation with WBHF Radio will sponsor a parade through downtown Cartersville. Participants will gather in the Tabernacle Baptist Church parking lot and will step off at 9:00 AM.
- **Arts and Craft** – Various commercial, individual and church vendors will offer a variety of foods, crafts and family oriented activities through the day.
- **Entertainment** – Throughout the day, a variety of family oriented entertainment will be scheduled for the event stage, including an “Idol Contest” for adults and children. Immediately preceding the “Fireworks Show” there will be approximately 30 minutes of patriotic music.
- **Car Show** – The Optimist Club, in cooperation with the Cartersville Shrine Club, will sponsor a car show at the park.
- **Fireworks Show** – At dusk the Optimist Club, in cooperation with the City of Cartersville, will sponsor a fireworks show produced and shot by a licensed pyrotechnic company.

Exhibit "B"



JRM Management Services, Inc.

Tod Miller and Bill Watson

P.O. Box 777

Kennesaw, GA 30156

770-423-1330





Management Services, Inc.

P.O. Box 777 Kennesaw, GA 30156

Phone: 770.423.1330 Fax: 770.293.0047

E-mail: (todmiller@jrmmanagement.com)

"THIS MANAGEMENT AND SERVICE AGREEMENT (herein "Agreement") is entered into this twenty-fourth day of May 24, 2017 by and between the Optimist Club of Cartersville, Georgia as party of the first part (hereinafter "OCC") and JRM Management Services, Inc. as party of the second part (hereinafter "JRM") upon the terms set forth below."

1. The purpose of this Agreement is to allow JRM to handle all responsibilities of sponsorship sales, retention, activation, layout, promotion, music/entertainment, kid's activities, logistics, and fireworks for the 2017 Stars, Stripes, & Cartersville Program at Dellinger Park on July 4, 2017 (herein "Event"). JRM agrees that the Event shall be a family-oriented event suitable for children of all ages. JRM further agrees that it shall be responsible for all expenses related to this Project and OCC shall not be responsible for any expenses of this Project."
2. JRM agrees to perform the following Services:
 - a. JRM Management Services, Inc. will work with OCC to create a working budget associated with the successful advertising, promotion, entertainment, set-up, maintenance, and clean-up for the Event.
 - b. JRM Management Services, Inc. agrees to work in cooperation with the designated OCC representatives (to be agreed upon) in all aspects of promoting the Event.
 - c. JRM will have on-site producers for the entire set-up, event and clean-up.
 - d. JRM will provide the OCC a certificate of insurance that will show liability coverage in the amount of one million dollars (\$1,000,000.00) with OCC listed as "additional insured" and also with the City of Cartersville listed as an additional insured.
 - e. JRM Management Services, Inc. will operate an office year-round in Cobb County (Kennesaw) to handle all inquires from vendors and prospective vendors and as a source of event information from the general public.
3. The parties agree to the following additional terms:
 - a. JRM is authorized to revise vendor levels, specifically revise exhibiting level sponsor to a minimum cost of \$500.00 for a 10' x 10' space and provide tent, table, and chairs in a high traffic area as part of that sponsorship. JRM is further authorized to revise sponsor levels as set forth below, provided that

Stars, Stripes & Cartersville,
Page 2 of 4

any changes to sponsor levels set forth below, or any matters of sponsorship not covered below shall be mutually agreeable to the parties. JRM understands that the City of Cartersville prohibits the sale and/or advertisement of alcoholic beverages at this Event; and the Optimist Club likewise prohibits the sale and advertisement of alcoholic beverages, and sponsorship by companies that produce alcoholic beverages, in keeping with the requirement to maintain a family-oriented Event. Therefore, sponsorship by such companies is prohibited.

1. Sponsorship Levels
 - i. \$500.00 Booth (includes tent, table, chairs)
 - ii. \$1,500.00 - \$10,000.00 Upper level sponsors that will include advertising and specific promotions.
 2. Civic / Non-profit Vendors
 - i. \$75.00 - 12' x 12' Booth (space only)
 - ii. \$150.00 - 12' x 12' Booth includes 10' x 10' tent
 3. Arts & Crafts - Juried Vendors
 - i. \$75.00 - 12' x 12' Booth (space only)
 - ii. \$150.00 - 12' x 24' Booth (space only)
 4. Food Vendors
 - i. \$150.00 - Non-profit – 12' x 12' Booth (space only)
 - ii. 20% of Gross Sales – For-profit (\$100 deposit required)
- b. The only vendor to be exempt from payment of fees charged to vendors shall be Johnny Mitchell's Smokehouse (providing BBQ for the Event), BUT ONLY IF THIS FOOD VENDOR IS SERVING FOOD IN CONJUNCTION WITH THE OPTIMIST CLUB OF CARTERSVILLE.
 - c. JRM will meet with OCC staff and determine on-site assets and preliminary layout the event. JRM will handle on-site logistics and set-up of all infrastructures.
 - d. JRM will handle all aspects of vendors making the process completely “turn-key” and would only require the OCC to forward any contacts received about the Event.
 - e. JRM will help and facilitate in-kind sponsorships designated by the OCC as beneficial.
 - f. JRM will accept all funds in relation to all vendors (cash, check or credit card transactions) on behalf of the OCC / Event and will meet once a month starting in May of each year with Stars, Strips & Cartersville staff with a report of progress. JRM will also meet after the Event for any follow-up information and review of any changes to processes or procedures.

Stars, Stripes & Cartersville,
Page 3 of 4

- g. JRM will order, facilitate, layout and set all tables, tents, portable toilets associated with the activation of the Event. These items will be estimated and included in the Event budget.
 - h. Optimist OCC anticipates that Century Bank, the City of Cartersville and the County of Bartow may each donate \$4,000.00 for fireworks. Funds donated by Century Bank, the City and County to OCC are pass-through items for payment towards the fireworks show, and upon payment of these amounts to OCC, these funds shall be paid by OCC to JRM as a supplement to the cost of the fireworks. Notwithstanding the payment of funds from Century Bank, City and/or County, JRM shall be exclusively responsible for the fireworks show and all costs thereof in such amounts as JRM deems appropriate; the Event budget will be at least \$12,000.00 for fireworks. If the Century Bank, City and/or County do not make donations for fireworks, the parties to this Agreement shall revisit and/or revise the budget in regard to fireworks as they can mutually agree.
 - i. JRM and OCC will assist the City of Cartersville in order to maintain and keep clean the event grounds (Dellinger Park) during and after the Event.
 - j. JRM will work with Cartersville Parks & Recreation Department to plan and activate parking for the Event at Dellinger Park. The Event will receive \$4.00 off each car parking proceeds collected by the Cartersville Parks & Recreation Department. The City will receive \$1.00 off each car parking proceeds. The City will charge each car \$5.00 to park at Dellinger Park for the Event.
 - k. The parties agree that OCC will enter into an agreement with the City of Cartersville for the use of Dellinger Park and City services for this Event, upon such terms at least equivalent to previous year's Events, provided that the City of Cartersville shall have the authority to approve JRM as a subcontractor to this Event and to incorporate this Agreement into its agreement with OCC. In the event the City of Cartersville does not agree to this provision for any reason, the parties to this Agreement shall amend this Agreement upon such terms as they can mutually agree.
4. COMPENSATION: All net profits shall be equally divided between JRM (50%) and OCC (50%). In the unlikely event that the net profit is less than zero, JRM will absorb any loss and not the OCC.

Stars, Stripes & Cartersville,
Page 4 of 4

5. If for any reason beyond the control of the parties this Event cannot take place on the scheduled date of July 4, 2017, the parties agree to hold the Event on the following day of July 5, 2017, unless otherwise mutually agreed by the parties.

6. This Agreement shall be in effect from the date hereof through December 31, 2017, and thereafter may be continued from year to year as the parties can agree in writing.

AGREED & ACCEPTED:

JRM Management Services, Inc.

Optimist Club of Cartersville



by: Tod Miller 5/24/17
President Date

Authorized Agent Date
Optimist Club of Cartersville

Print Name



City of Cartersville

**City Council Meeting
6/15/2017 7:00:00 PM
Contracts for Performing Services**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The dollar amount recommended is the same as last year. The agencies and amounts for this year are: • Cartersville-Bartow Library/ \$454,500 • Cultural Arts Alliance/ \$51,000 • Juvenile Court/ \$15,000 • Bartow Health Access/ \$2,000 • Good Neighbor Homeless Shelter/ \$2,000 • Summer Hill Learning Center/ \$1200 • Eddie Lee Wilkins Youth Association/ \$18,000 • Bartow-Cartersville Joint Development Authority/ \$173,960
City Manager's Remarks:	Your approval of the contracts under this item is recommended.
Financial/Budget Certification:	With the exception of the EL Wilkins Foundation, these are budgeted in FY 2018. The EL Wilkins Foundation is split funded, half in FY 2017 and half in FY 2018.
Legal:	
Associated Information:	

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cartersville-Bartow County Library System** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide all citizens of the city with resources and services to help met their information, educational, cultural, and recreational needs.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$454,500.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2017-June 30, 2018

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
 P. O. Box 1390
 Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Library Systems
 Carmen Sims
 429 W. Main Street
 Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20 ____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20 ____.

Signed in the presence of :

Witness

By: _____

Notary Public

Title: _____

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.

331040

EEV/Basic Pilot Program* User Identification Number

Carmen Sims
BY: Authorized Officer or Agent
(Contractor Name)

3-22-2017
Date

Bartow Cty Library Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

Bartow Cty Library 429 West Main
Contractor Address

Carmen Sims
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

22 DAY OF March, 2017

Charity Howard
Notary Public

My Commission Expires:

9-1-19

* 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).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cultural Arts Alliance** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide various cultural activities for the citizens of Cartersville, Georgia

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$51,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2017-June 30, 2018

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq. Item # 8

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville

Item # 8

P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cultural Arts Alliance
Meghann Humphreys
PO Box 243
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

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.

333898
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

3/29/17
Date

Cultural Arts Alliance
Contractor/Entity Name

Treasurer/Corresponding Secretary
Title of Authorized Officer or Agent of Contractor

P.O. Box 243, 101 North Erwin Street, Cartersville, GA 30120
Contractor Address

Alicia Startup
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

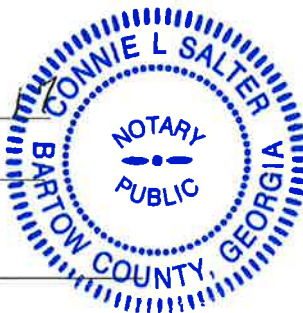
29th DAY OF March, 20

Connie L. Salter

Notary Public

My Commission Expires:

Feb. 3, 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).

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow Health Access
C/o Gary James
31 Point North Dr #105
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

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.

20-8092710
EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer or Agent
(Contractor Name)

3-21-17
Date

Bartow Health Access
Contractor/Entity Name

EX Director
Title of Authorized Officer or Agent of Contractor

31 Pointe North Drive Cartersville GA 30130
Contractor Address

GARY JAMES
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

21st DAY OF March, 20 17

Clare Hufstetler
Notary Public

My Commission Expires:

04-04-2017



* 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).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Eddie Lee Wilkins (ELW) Youth Association** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

The ELW Youth Association, Inc. will conduct an athletic, social intervention and educational Summer Program for the youth of Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

The City of Cartersville will pay a total of \$18,000.00 for the Summer Program in 2017 in two (2) installments of \$9,000.00 per month. Prior to the following payments being made, the Contractee must provide a written contract indicating that they have the use of an approved basketball gymnasium to conduct the program. If said contract is not provided by the date of the first payment due hereunder, this Agreement shall be null and void and the City has no further obligations to Contractee. The first installment will be paid on or about June 23, 2017 and the second installment on or about July 7, 2017.

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2017 – June 30, 2018

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Eddie Lee Wilkins, Executive Director
162 Concord Close Circle
Smyrna, GA 30082

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

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.

319045
EEV/Basic Pilot Program* User Identification Number

BY: Eddie Lee Wilkins (ELW) Youth Assn, Inc 3/23/17
Authorized Officer or Agent (Contractor Name) Date

Eddie Lee Wilkins (ELW) Youth Association, Inc. Vice-Pres
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

162 Concord Circle Smyrna GA 30082
Contractor Address

Dawn Wilkins
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

23 DAY OF March, 2017

[Signature]
Notary Public

My Commission Expires: May 24 2020



* 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).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Good Neighbor House**

hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Operate a temporary homeless shelter for homeless men, women & families in the City of Cartersville. Clients receive shelter, food, clothing, mail/phone access, and assistance in locating housing.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$2,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2017 – June 30, 2018

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Good Neighbor House
Jessica Mitcham
PO Box 664
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

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.

332020
EEV/Basic Pilot Program* User Identification Number

Jessie N Mitcham
BY: Authorized Officer or Agent
(Contractor Name)

3/27/17
Date

Homeless Shelter Action Committee, Inc Executive Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

PO Box 664 Cartersville GA 30120
Contractor Address

Jessica Mitcham
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27th DAY OF March

Connie L Salter
Notary Public

My Commission Expires:

Feb 3, 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).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow County Juvenile Court** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide substance abuse prevention education

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$15,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2017-June 30, 2018

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Juvenile Court of Bartow County
Judge Neal Brunt
135 Cherokee Avenue
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

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.

137838
EEV/Basic Pilot Program* User Identification Number

BY: Steve Taylor
(Contractor Name)

3-28-17
Date

Bartow County
Contractor/Entity Name

Commissioner
Title of Authorized Officer or Agent of Contractor

135 W. Cherokee Ave., S251, Cartersville, GA 30120
Contractor Address

Steve Taylor
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28th DAY OF March, 2017

Debra J. Andersen
Notary Public

My Commission Expires: 7-22-19



* 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).

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.

NBEA1813
EEV/Basic Pilot Program* User Identification Number

Ann E. Robinson
BY: Authorized Officer or Agent
(Contractor Name)

3/30/17
Date

Bartow County Library Inc. Chairperson
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

Contractor Address

Ann E. Robinson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

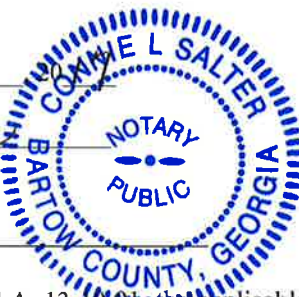
30 DAY OF March

Connie L. Salter

Notary Public

My Commission Expires:

Feb. 3, 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).

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.

NBEA1813
EEV/Basic Pilot Program* User Identification Number

Ann E. Robinson
BY: Authorized Officer or Agent
(Contractor Name)

3/30/17
Date

Bartow County Library Inc. Chairperson
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

Contractor Address

Ann E. Robinson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

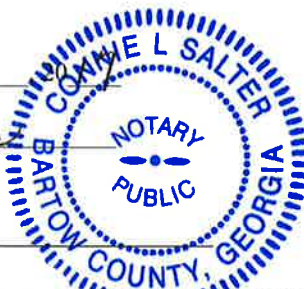
30 DAY OF March

Connie L. Salter

Notary Public

My Commission Expires:

Feb. 3, 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).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Bartow Cartersville Joint Development Authority** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To operate and provide for a Cartersville-Bartow County Department of Economic Development that works to maintain a balance of industrial, commercial and residential growth while protecting resources, the environment and the quality of life in Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$173,960.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2017 – June 30, 2018

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting requests should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Dept. of Economic Development
C/o Melinda Lemmon
P.O. Box 2224
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Meredith Ulmer, City Clerk

The above Agreement is hereby accepted this ____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

By: _____

Title: _____

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.

469322
EEV/Basic Pilot Program* User Identification Number

Melinda Lemmon
BY: Authorized Officer or Agent
(Contractor Name)

03.28.2017
Date

Bartow-Cartersville Joint Development Authority
Contractor/Entity Name

Executive Director
Title of Authorized Officer or Agent of Contractor

P.O. Box 2224, Cartersville, GA 30120 / 5450 State Route 20, Cartersville, GA 30121
Contractor Address

Melinda Lemmon
Printed Name of Authorized Officer or Agent

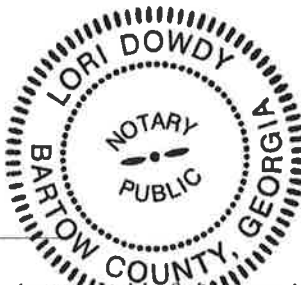
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

28 DAY OF March, 20 17

Lori Dowdy
Notary Public

My Commission Expires:

1/29/2021



* 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).



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Maddox M&R Testing, Inc.

SubCategory:	Contracts/Agreements
Department Name:	Gas System
Department Summary Recommendation:	The Gas System uses an outside source for all commercial and industrial meter testing/calibration. The previous calibration technician, Ronnie Roberts, retired. The Gas System interviewed three different companies and chose Maddox M&R Testing, Inc. I recommend approving the contract for Maddox M&R Testing, Inc.
City Manager's Remarks:	Your approval of the contract outlined above is recommended for approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	The city attorney has reviewed this contract.
Associated Information:	E-Verify is attached.

Memorandum

To: Gary Riggs

From: Michael Hill

Date: June 7, 2017

Re: Contract for Maddox M&R Testing, Inc.

The Gas System continually tests the commercial and industrial meters to ensure the meters are performing correctly and that the data is accurate. As you know, our previous calibration company, Southeastern Testing, Ronnie Roberts, retired. The Gas System has interviewed three different companies and chosen Maddox M&R Testing, Inc., Doug Maddox, to be our new meter calibration company.

I recommend approving the contract with Maddox M&R Testing, Inc. Enclosed you will find their Certificate of Liability Insurance, the contract, and E-Verify Certificate.

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ is executed between City of Cartersville, Georgia, a municipal corporation of the State of Georgia ("City") whose address is 1 North Erwin Street, P.O. Box 1390, Cartersville, Georgia 30120 and Maddox M & R Testing, Inc. ('MMRT'), a Georgia Domestic Profit Corporation whose address is 506 Chapman Road, Macon, Georgia 31211-7230.

WITNESSETH

Whereas the City of Cartersville has various natural gas meters used as the provision of natural gas services to its customers.

Whereas, MMRT is capable of providing a service whereby said meters are to be tested to determine accuracy.

Whereas, the City desires to retain the services of MMRT and MMRT desires to provide services as indicated herein related to the testing of natural gas meters.

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

1. **Service.** MMRT shall provide the testing services for industrial and commercial natural gas meters as requested by the Gas System and shall file a report to the City as indicated on Exhibit "A" for each meter tested within ten (10) days of the testing. All work must be performed in compliance with all City of Cartersville Rules and Regulations relating to the safe operation of natural gas facilities.

2. **Term.** The term of this Agreement shall be from ____ day of _____, 2017 till January 31, 2018. This agreement may be automatically extend for up to five (5) one year extensions unless either party notifies the other prior to 30 days of the expiration of their intent to terminate. However either party may terminate this contract with 60 days of notice to terminate. The fee shall Not Exceed \$3,500.00 per month unless unusual circumstances occur requiring additional work, which must be approved by the Gas System, and shall be payable when services are rendered upon receipt of an invoice.

3. MMRT shall comply with all the statutory requirements of O.C.G.A. § 50-36-1 et. seq. and O.C.G.A. § 13-10-91.

4. Notices shall be addressed to the following:

City of Cartersville
Gas System Director
P.O. Box 1390
Cartersville, GA. 30120

Maddox M & R Testing, Inc.
Douglas G. Maddox, CEO
506 Chapman Road
Macon, GA. 31211-7230

5. **Insurance.** Liability insurance is required; MMRT hereby agrees to obtain at its own expense and to keep in full force and effect during this Agreement, the following insurance coverages. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with MMRT's obligations under this paragraph.

- (a) **Comprehensive General Liability.** Said coverage shall have limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for personal injury, contractual liability, operation of mobile equipment, products/completed operations.
- (b) **Employers Liability.** Coverage shall be placed with limits not less than \$500,000 per incident.
- (c) **Automobile Liability.** Coverage shall be acquired for all owned, non-owned, hired and leased vehicles of Licensee, including the loading and unloading thereof. Limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage shall be maintained.

MMRT shall name as additional insureds, City of Cartersville, Georgia and their officers, directors, agents and employees. MMRT shall furnish to City at least thirty (30) days prior to commencement of service certificate(s) of insurance as evidence that the required coverage is in effect. Should MMRT fail to provide such certificate(s) as required by this Agreement, City may, but shall not be obligated to, obtain said policies of insurance at MMRT's expense or City may terminate this Agreement without penalty to City. All insurance as required by this Agreement must carry a mandatory thirty (30) day notice of cancellation.

6. **Indemnification.** MMRT agrees to indemnify, hold harmless and defend City and their officers, directors, agents, servants and employees ("Indemnitees") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law, ordinance or regulation of or by MMRT. Such indemnification by MMRT shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of City.

7. **Waiver of Subrogation.** MMRT hereby waives any and every claim which arises or may arise in its favor and against City during the term of this Agreement or any extension or renewal thereof, for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of Licensee. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person). Licensee is advised to provide each insurance company written notice of the terms of such waiver, and to have insurance policies properly endorsed, if necessary.

8. Taxes and Fees. MMRT agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by MMRT to any governmental authority. MMRT hereby agrees to indemnify and hold City harmless for the payment of all taxes and fees paid or required to be paid by MMRT under this Agreement. MMRT further acknowledges that City shall have no duty or responsibility whatsoever to MMRT relating to registering exhibitors, enforcing compliance with tax laws, or notifying MMRT of any changes in laws, regulations or ordinances concerning the payment of taxes and fees.

9. Force Majeure. City may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the City: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, wars, shortage of or inability to obtain materials, supplies or utilities, or any law, ordinance, rule or regulation. In any such event City shall not be liable to MMRT for delay or failure to perform its obligations, except there shall be a pro-rated reduction in the consideration which would otherwise be due and payable under this Agreement.

10. Suit to Enforce. If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to enforce or seek damages with respect to a default under this Agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Agreement, including all costs and reasonable attorney's fees (including appeal). The parties hereto agree that venue for any litigation arising out of or in connection with this Agreement shall be in Bartow County, Georgia.

11. Assignment. MMRT may not assign this Agreement or any other interest therein or permit the use of Authorized Areas or any part thereof, without the prior written consent of the City. Any attempted assignment without the prior written consent of City shall be null and void.

12. Notices. All notices required or permitted to be given to any party pursuant to this Agreement shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, or by statutory overnight delivery. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally or refused. Notice shall be delivered to the addresses listed above, unless changed in writing. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

13. Entire Agreement: This Agreement contains the complete and exclusive agreement between the parties and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof, the counsel of its own advisors, and the warranties, representation and the covenants expressly contained herein. No modification or amendment of this Agreement shall be in force unless in writing executed by all parties hereto.

14. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

15. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. **Severability.** In the event any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be effected thereby and shall be enforced to the fullest extent permitted by law.

17. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

18. **Miscellaneous.** During the entire duration of this contract, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

CITY OF CARTERSVILLE

By: _____
MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Maddox M & R Testing, Inc.

By: Douglas G. Maddox
DOUGLAS G. MADDUX, CEO

ATTEST: Melinda M. Maddox
MELINDA M. MADDUX,
CFO / SECRETARY

Maddox M & R Testing, Inc.

506 Chapman Road, Macon, GA. 31211 | (478) 745-6186

Large Volume Meter Test Report**Customer:** _____**Date:** _____**Location:** _____**Meter:** **Manufacturer:** _____**Serial Number:** _____**Size:** _____**Index Reading (Out of Service):** **Corrected:** _____**Uncorrected:** _____**Index Reading (In Service)** **Corrected:** _____**Uncorrected:** _____**As Found:**

Average Flow Rate C.F.H	% Pressure Correction	% Temperature Correction	% Proof Uncorrected	% Proof Corrected	% Accuracy Corrected

As Left:

Average Flow Rate C.F.H	% Pressure Correction	% Temperature Correction	% Proof Uncorrected	% Proof Corrected	% Accuracy Corrected

Meter & Index:**Net Error As Found:** **% Fast:** _____ **% Slow:** _____**Net Error As Left:** **% Fast:** _____ **% Slow:** _____**Comments:**

Witness:**Inspector:**

Item # 9

4787421207

Solomon-Deaton Ins.

09:33:55 06-02-2017

1 / 1



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/20/2016

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 Solomon Deaton Insurance 756 Poplar Street P.O. Box 227 Macon GA 31201		CONTACT NAME: Susan Kirkus PHONE (A/C, No, Ext): (478) 742-1275 FAX (A/C, No): (478) 742-1207 E-MAIL ADDRESS: skirkus@dig-insurance.com															
INSURED Maddox M & R Testing Inc 506 Chapman Rd Macon GA 31211-7230		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Auto-Owners</td> <td>18988</td> </tr> <tr> <td>INSURER B: Owners</td> <td>32700</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto-Owners	18988	INSURER B: Owners	32700	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1692016252

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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		48915803	8/22/2016	8/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 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 INADJ \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS		4391580301	10/22/2016	10/22/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 1,000,000
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		4391580300	8/22/2016	8/22/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 PER STATUTE ☐ OTH-ER ☐
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	48496065	10/22/2016	10/22/2017	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)

City of Cartersville, Georgia and thir officers, directors, agents and employees are listed as additional insureds

CERTIFICATE HOLDER

(770) 387-5638

City of Cartersville Ga
 Atten: Greg Thacker
 1 North Erwin St
 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

Susan Kirkus/SUSAN

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ACORD 25 (2014/01)

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INS025 (2014/01)

Item # 9

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.

277619
EEV/Basic Pilot Program* User Identification Number

MADDOX M & R TESTING INC 6-07-17
BY: Authorized Officer or Agent Date
(Contractor Name)

Doug Maddox PRESIDENT
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

506 CHAPMAN Rd MACIN, GA. 31211
Contractor Address

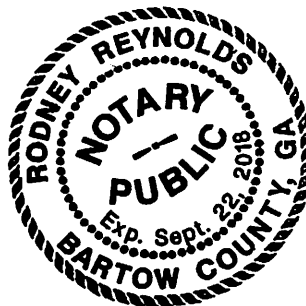
Doug Maddox
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

7 DAY OF June, 2017

Rodney Reynolds
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).



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Southern Soccer Academy

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	Cartersville Parks and Recreation has had a partnership with CLASH Soccer since 1997 when soccer was played on the fields of the Cartersville Baseball Complex. CLASH has struggled getting volunteers to keep the non-profit organization viable. CLASH is now joining Southern Soccer Academy with a 3-year plan for CLASH administrative duties and monies remaining. Southern Academy (SSA), CLASH board members (Bill McMullen and Monica Laldin) and I discussed field usage, the recreational and competitive youth soccer program, and a possible agreement with City of Cartersville. Southern Soccer Academy has agreements with several neighboring government agencies on field usage and soccer programs. My staff and I have spoken with our counterparts in some of these agencies (Paulding and Cobb Counties) and SSA received high marks from each. I recommend this field usage and program agreement with Southern Soccer Academy. Our City Attorney has reviewed and edited the agreement.
City Manager's Remarks:	Your approval of this arrangement and related agreements is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

FIELD USE AGREEMENT BETWEEN CITY OF CARTERSVILLE, GEORGIA AND SOUTHERN SOCCER ACADEMY

This Field Use Agreement (“Agreement”), is made this ____ day of _____, 2017, between the City of Cartersville, Georgia, a Municipal Corporation of the State of Georgia (“City”), by and through its Parks and Recreation Department (“CPRD”), and Southern Soccer Academy (“SSA”), collectively referred to as “the parties”.

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which SSA may use the City’s multi-purpose fields at Sam Smith Park and the Cartersville Soccer Complex, located at 50 Milner Road, Cartersville GA, for SSA’s youth and adult soccer programs. In exchange for making the fields available at **no-charge**, in return SSA will provide recreational and competitive youth soccer program(s) and an adult soccer program to interested residents of Cartersville and surrounding community upon payment of SSA’s registration fees at SSA-Cartersville.

Note: At this time there is “no-charge” for field usage by SSA, this will be reviewed annually and field usage fees being charged (per CPRD fee schedule, Addendum “B”)

2. **Insurance.** SSA must provide an up-to-date “Certificate of Liability Insurance” with THE City of Cartersville listed as a “Certificate Holder.” Minimum \$1,000,000.00 per occurrence.
3. **Fields.** The fields that are the subject of this Agreement are located at Sam Smith Park, in the Cartersville Soccer Complex and consists of the 5-multi-purpose field(s), Field #1, Ric Mason Field, Field #3, Field #4 and Field #5 for youth soccer and 3 – multi-purpose fields, located on southern end of Sam Smith Park for adult soccer program.
4. **Priority Usage.** The Cartersville School System and the City have an agreement with field usage which allows Cartersville High/Middle School teams to use fields during High School soccer season (Normally January – May). School teams practice on most of the fields, Monday – Friday till no later than 6:00pm. Field #1 is over-seeded each year normally September/October, after field is over-seeded, only High School teams play on that field till High School is over. The CPRD has hosted 2-events at Soccer Complex and expects to continue these events and these events will not interfere with the spring or fall soccer season of SSA.
5. **Road Races** – Soccer Complex parking area/restrooms and adjoining Etowah River Walk is used as the start/end of a certified 5K cross-country race course. During spring/fall soccer season (March – May & September – October) on the 2nd and 4th Saturdays, CPRD allows this course to be used for events. SSA can schedule games beginning at 12:00 noon on these Saturdays and road-race and soccer should not interfere with each other. On the 3rd or 4th Saturday in September, the Atlanta Track Club hosts the Wingfoot XC Classic. The event date will be assigned by the 1st of each year. On the

3rd or 4th Saturday in November, United Way of Bartow County hosts a Turkey Trot road race. SSA can schedule games beginning at 12:00 noon on this Saturday.

6. **Authorized Field Use.** SSA shall have exclusive use of the Fields for the purpose of conducting its soccer programs during the days and times listed on Addendum "A" attached hereto and incorporated herein. CPRD closes all fields from all usage between seasons, except CPRD event(s).
7. **Tournaments/Camps and Other Special Events.** During the spring/fall seasons SSA may host tournaments/camps and/or other special events upon receiving written approval from the Director of the Parks and Recreation Department for the purpose for tournaments/camps and other special events related to its soccer programs, other than during days and times other than those set forth in Section 4/5/6. The Director may condition an appropriate fee (per CPRD fee schedule, Addendum B) for event(s) upon such terms that are deemed appropriate under the circumstances.
8. **Private Lessons.** During SSA exclusive time, Private/Semi-Private instruction/lessons provided for participants of SSA and conducted by coaches/agents of SSA are allowed with the knowledge of CPRD. If additional fees are paid above regular registration fees for these lessons/instruction, CPRD will be paid 20% of the fees, by SSA. No private lessons while fields are closed.
9. **Non-Residence Fee.** SSA will pay CPRD \$20 per player, per year for each player that is a non-resident of the City of Cartersville per City Code of Ordinances, Section 15.13
10. **Security.** Soccer Complex and fields are regularly patrolled by CPRD Park Attendant(s) and by Cartersville Police Officers, but there is not regular security for Soccer Complex or SSA. If there are persistent problems from SSA programs/events, CPRD will require SSA to provide an off-duty Cartersville police officer during games/tournaments/events at the expense of SSA.
11. **Field Painting.** SSA will be responsible for supplying its own paint and equipment, as well as for marking the field for youth soccer program.
12. **Field/Facility Maintenance.** SSA shall be responsible for the cost and performance of any desired over-seeding or partial sod replacement at the fields. CPRD shall be responsible for mowing/aeration/irrigation/turf management and any other maintenance items at the fields/facility. CPRD will clean/stock restrooms each morning. If additional cleaning/stocking is necessary that will be responsibility of SSA (CPRD will provide/stock extra janitorial supplies on-site). If SSA sees a maintenance issue, it must be reported to CPRD Director.
13. **Field Closure/Suspension of Play.** CPRD may close the fields at any time it deems necessary, including for weather or other unfavorable conditions, and except as otherwise set forth herein, will communicate with SSA when the field is closed.

- A. **Lightning.** All play will be suspended following the first sighting of lightning and may only be resumed upon the passage of 30 minutes without a new sighting of lightning.
 - B. **Thunderstorm Warning/Tornado Warning.** The Field is automatically closed for purposes of this Agreement upon the issuance of a severe weather warning. All persons must leave the fields in an orderly manner. The fields will remain closed until termination of the severe weather warning.
- 14. **Accident/Incident Report.** SSA shall immediately notify the Parks and Recreation Department in the event of serious injury, death, property damage or vandalism, and in addition a written report documenting the same shall be submitted to the Department the next working day. The written report shall provide details of the incident as well as the names and contact numbers of persons who have witnessed the incident.
- 15. **Reporting.** SSA will provide the following reports to CPRD main office. Participant #'s, # of participants that reside inside/outside the City of Cartersville, # of participants registered each month, # of participant hours each month, # of volunteer hours each month, participant injuries and a current league schedule of each team(s) playing under SSA-Cartersville
- 16. **Signs.** SSA may place signage advertising its soccer programs at the Cartersville Soccer Complex upon approval by the Parks and Recreation Department. SSA may place soccer program sponsorship signage at the field and other CPRD locations upon approval by the Parks and Recreation Department. All signs must be removed in a timely manner.
- 17. **No Vehicle Access.** At no time shall any motor vehicles be operated or parked by any person, including any coaches, upon the fields or any of the service entrances leading to the fields. Motor vehicles may only be operated or parked upon the paved roads and in designated parking areas which are open for such use to the public.
- 18. **Litter.** SSA is responsible for picking up all litter from the fields and areas immediately surrounding the field, to include without limitation the field's observation areas and will empty trash receptacles in dumpster (provided by CPRD). CPRD will pick-up and empty trash receptacles in parking area.
- 19. **Alcoholic Beverages.** No alcoholic beverages shall be possessed or consumed upon the premises of any City of Cartersville park facility.
- 20. **Dogs.** Dogs/pets must always be restrained with leash and are not allowed on the playing fields. Pet owners are required too pick-up and dispose of pet waste.
- 21. **Immigration Reform Compliance Requirement.** During the entire duration of this Agreement, SSA and all its agents, employees, and contractors, if any, must remain in

compliance with Georgia Security and Immigration Compliance Act of 2007 and Official Code of Georgia Annotated Sections 13-10-91 and 50-36-1.

22. **Hold Harmless.** SSA agrees to hold harmless the City of Cartersville against any and all claims, actions, or suits against it or the City of Cartersville, relating to this Agreement, as a result of the activities allowed hereunder by its employees, invitees, participants, and spectators and agrees to defend the City of Cartersville in the event such claims are made against the City of Cartersville. In addition, SSA will reimburse the City of Cartersville for any and all costs incurred by the City of Cartersville in defending any claims against the City of Cartersville arising out of this Agreement for the performance of this Agreement.
23. **Conduct of Coaches, Parents and Spectators.** SSA is responsible for addressing behavior by its coaches, parents, spectators and participants that is considered harmful to the soccer program and impairs the peaceable use of the Field by the general public. As a condition of using the Field, profanity is not to be tolerated, and in particular, profanity in the presence of children regardless of whether the children are spectators or participants. CPRD has a "Zero-Tolerance Policy" related to behavior of spectators and participants. Both spectators/players will be asked to leave facility.
24. **Americans with Disabilities Act.** The parties agree that this Agreement is subject to the Americans with Disabilities Act of 1990, as amended, and which prohibits discrimination and ensures equal opportunity for persons with disabilities in regard to use of the fields.
25. **Initial Term of Agreement.** This Agreement shall commence on July 1, 2017, and run through December 31, 2017.
26. **Renewal.** This Agreement shall automatically renew annually, unless positive action is taken by CPRD or SSA to terminate Agreement as set out in the Termination section of this Agreement, as required by O.C.G.A. 36-60-13.
27. **Termination.** In the event that SSA fails to abide by any term of this Agreement, and is not able to remedy the failure within a period of 14 days from notification by the CPRD of the failure, or in the event either party shall deem this Agreement to no longer be in its best interests, either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other.
28. **Notice.** Any notice required by this Agreement shall be in writing and served upon the parties at the following addresses:

Southern Soccer Academy
40 Whitlock Place SW, Suite 200
Marietta, GA 30064

City of Cartersville
c/o Parks and Recreation
Attn: Greg Anderson Director
PO Box 1390
Cartersville, GA 30120

29. **Assignment.** This Agreement may not be assigned.

30. **Governing Law.** The Agreement shall be controlled and governed by the ordinances of City of Cartersville, Bartow County and the laws of the State of Georgia. In addition to the terms of this Agreement, SSA shall conduct itself in accordance with the policies of the CPRD, the ordinances of City of Cartersville, and the laws of the State of Georgia when exercising the privileges conferred by this Agreement.

31. **Entire Agreement.** This Agreement embodies the entire Agreement and understanding between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment, or change to this Agreement will be valid unless the same shall be approved in writing by the parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed.

CITY OF CARTERSVILLE, GEORGIA
(SEAL)

SOUTHERN SOCCER ACADEMY
(SEAL)

By: _____
Mathew J. Santini, Mayor

By: _____
(signature)

Date: _____

(please print name)

Attest: _____
Meredith Ulmer, City Clerk

Date: _____

Attest: _____

Field Usage Agreement - Addendum "A"
Southern Soccer Association
Cartersville Parks and Recreation
SSA Exclusive Field Usage Schedule

Month	Day	Start Time	End Time	Fields
January	All Fields Closed (except CHS)			
February	Mondays	6pm	10pm	2, 3, 4, 5
	Tuesdays	6pm	10pm	2, 3, 4, 5
	Wednesdays	6pm	10pm	2, 3, 4, 5
	Thursdays	6pm	10pm	2, 3, 4, 5
	Fridays	6pm	10pm	2, 3, 4, 5
	Saturdays 1st, 3rd, 5th	8am	10pm	2, 3, 4, 5
	Saturdays 2nd, 4th	12noon	10pm	2, 3, 4, 5
	Sundays	8am	10pm	2, 3, 4, 5
March	Mondays	6pm	10pm	2, 3, 4, 5
	Tuesdays	6pm	10pm	2, 3, 4, 5
	Wednesdays	6pm	10pm	2, 3, 4, 5
	Thursdays	6pm	10pm	2, 3, 4, 5
	Fridays	6pm	10pm	2, 3, 4, 5
	Saturdays 1st, 3rd, 5th	8am	10pm	2, 3, 4, 5
	Saturdays 2nd, 4th	12noon	10pm	2, 3, 4, 5
	Sundays	8am	10pm	2, 3, 4, 5
April	Mondays	6pm	10pm	2, 3, 4, 5
	Tuesdays	6pm	10pm	2, 3, 4, 5
	Wednesdays	6pm	10pm	2, 3, 4, 5
	Thursdays	6pm	10pm	2, 3, 4, 5
	Fridays	6pm	10pm	2, 3, 4, 5
	Saturdays 1st, 3rd, 5th	8am	10pm	2, 3, 4, 5
	Saturdays 2nd, 4th	12noon	10pm	2, 3, 4, 5
	Sundays	8am	10pm	2, 3, 4, 5
May	Mondays	6pm	10pm	2, 3, 4, 5
	Tuesdays	6pm	10pm	2, 3, 4, 5
	Wednesdays	6pm	10pm	2, 3, 4, 5
	Thursdays	6pm	10pm	2, 3, 4, 5
	Fridays	6pm	10pm	2, 3, 4, 5
	Saturdays 1st, 3rd, 5th	8am	10pm	2, 3, 4, 5
	Saturdays 2nd, 4th	12noon	10pm	2, 3, 4, 5
	Sundays	8am	10pm	2, 3, 4, 5
June	All Fields Closed			

July	All Fields Closed			
August	Mondays	4pm	10pm	1, 2, 3, 4, 5
	Tuesdays	4pm	10pm	1, 2, 3, 4, 5
	Wednesdays	4pm	10pm	1, 2, 3, 4, 5
	Thursdays	4pm	10pm	1, 2, 3, 4, 5
	Fridays	4pm	10pm	1, 2, 3, 4, 5
	Saturdays 1st, 3rd, 5th	8am	10pm	1, 2, 3, 4, 5
	Saturdays 2nd, 4th	12noon	10pm	1, 2, 3, 4, 5
	Sundays	8am	10pm	1, 2, 3, 4, 5
September *	Mondays	4pm	10pm	2, 3, 4, 5
	Tuesdays	4pm	10pm	2, 3, 4, 5
	Wednesdays	4pm	10pm	2, 3, 4, 5
	Thursdays	4pm	10pm	2, 3, 4, 5
	Fridays	4pm	10pm	2, 3, 4, 5
	Saturdays 1st, 3rd, 5th	8am	10pm	2, 3, 4, 5
	Saturdays 2nd, 4th	12noon	10pm	2, 3, 4, 5
	Sundays	8am	10pm	2, 3, 4, 5
October	Mondays	4pm	10pm	2, 3, 4, 5
	Tuesdays	4pm	10pm	2, 3, 4, 5
	Wednesdays	4pm	10pm	2, 3, 4, 5
	Thursdays	4pm	10pm	2, 3, 4, 5
	Fridays	4pm	10pm	2, 3, 4, 5
	Saturdays 1st, 3rd, 5th	8am	10pm	2, 3, 4, 5
	Saturdays 2nd, 4th	12noon	10pm	2, 3, 4, 5
	Sundays	8am	10pm	2, 3, 4, 5
November **	Mondays	4pm	10pm	2, 3, 4, 5
	Tuesdays	4pm	10pm	2, 3, 4, 5
	Wednesdays	4pm	10pm	2, 3, 4, 5
	Thursdays	4pm	10pm	2, 3, 4, 5
	Fridays	4pm	10pm	2, 3, 4, 5
	Saturdays 1st, 3rd, 5th	8am	10pm	2, 3, 4, 5
	Saturdays 2nd, 4th	12noon	10pm	2, 3, 4, 5
	Sundays	8am	10pm	2, 3, 4, 5
December	All Fields Closed			
*	Roadrace - Atlanta Track Club			
**	Roadrace - United Way of Bartow Co.			

Addendum "B"

Cartersville Parks and Recreation Department
 Fee Schedule
 Athletic Field Rental

FIELD**COST**

Cartersville Sports Complex Baseball	\$35 Hour w/lights	\$25 hr. w/o lights
Sam Smith Park/Deerfield Multi-Purpose	\$125/field/day	
Sam Smith Park Soccer Complex	\$125/field/day	\$25 hr. w/o lights
		\$35 hr. w/ lights
DP Football	\$35 Hour w/lights	\$25 hr. w/o lights
DP Football Athletic Event	\$300 (3 hours)	
DP Softball	\$35 Hour w/lights	\$25 hr. w/o lights



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
WPCP – UTV for Operators

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	In 2010 a Kawasaki Mule UTV was purchased for the WPCP. The mule is used by plant operators to travel around the plant every two hours to perform routine plant checks and minor maintenance. This machine has been doing this for seven years and is worn out. We have replaced multiple sets of tires, multiple starters, the flywheel and various other switches and mechanical components in the last two years. It is the "go to" vehicle for operations staff and has been very reliable until recently. Prices were solicited for a replacement machine from the following vendors: · Honda & Suzuki of Rome \$13,120.00 · Kawasaki Sports Center of Rome \$14,429.00 · Easy Living Yamaha & Polaris \$15,090.00 I recommend the low bid from Honda & Suzuki of Rome in the amount of \$13,120.00. This will be paid through account 505.3330.54.2100 - Machinery
City Manager's Remarks:	Your approval of the bid outlined above for the ATV replacement at the WPCP is recommended.
Financial/Budget Certification:	This is a budgeted item in the FY 2018 budget and will be paid for using utility revenues.
Legal:	
Associated Information:	

From: Joshua Holley <joshuaholley1@gmail.com>
Sent: Monday, June 5, 2017 4:17 PM
To: Bart Sears
Subject: Fwd: 2017 Honda Pioneer 700

Sent from my iPhone

Begin forwarded message:

From: "Alena Holmes" <alena.holmes@hondasuzukiofrome.com>
Date: May 23, 2017 at 4:03:31 PM EDT
To: joshuaholley1@gmail.com
Subject: 2017 Honda Pioneer 700

Hi Joshua,

The vehicle I am pricing is a 2017 Honda Pioneer 700. It is the base model 700 and seats 2 people.

The price of the vehicle is \$10,400.00.

The optional accessories to enclose the vehicle are

hard roof- \$299.95

windshield- \$499.95

hard doors- \$1395.95

hard rear panel- \$425.00

Out the door, your total price for the vehicle and these accessories would be \$14,039.00. This includes the vehicle, the accessories to enclose the vehicle, a \$99.00 documentation fee, and the state sales tax.

If we have a completed "Sales Tax Certificate of Exemption" form completed, it would be sales tax exempt..

If that is the case, your out the door price would be \$13,120.00.

In addition to the accessories that would enclose the vehicle, they also offer a heater, windshield wipers, side view mirrors and a rear view mirror. I can get prices together for you on those if you wish!

We should have that vehicle in stock on the 16th of June. If we ordered the parts on that day, we should have them here and on the vehicle, ready to go by the 24th.

Please let me know if there is anything I missed or if you have any other questions. I look forward to hearing from you!

Thank you,

Alena Holmes
Honda & Suzuki of Rome
2595 Shorter Avenue
Rome, GA 30165
Phone: (706) 232-2624
Fax: (706)232-0981

Website: www.hondasuzukiofrome.com

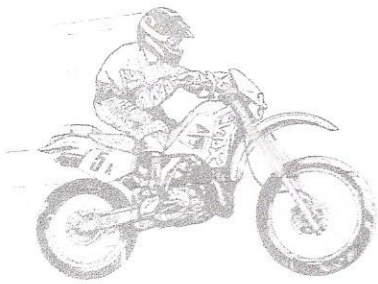
Facebook: www.facebook.com/hondasuzukiofrome

Attachment number 1 \nP

Easy Living Yamaha & Polaris 3120 Martha Berry Hwy. Rome, GA 30165 706-234-8502			Estimate	
Bill To JOSHUA HOLLEY			Number E117	
			Date 6/6/2017	
Ship To				
PO Number	Terms	Project		
Date	Description	Hours	Rate	Amount
06/06/2017	2017 POLARIS 900 XP RANGER			\$11,350.00
	CAB SYSTEM W/POLY DOORS			\$3,420.00
	INSTALLATION			\$320.00
Amount Paid		\$0.00	Discount	
Amount Due		\$15,090.00	Shipping Cost	
			Sub Total	
			Sales Tax 7.00% on \$0.00	
			Total	
			\$15,090.00	

KAWASAKI SPORTS CENTER OF ROME
 2853 ALABAMA HIGHWAY, S.W.
 ROME, GEORGIA 30165-8803
 PHONE: (706) 235-3454

Jimmy Lemaster
 706 235-3454 ext. 1



City of Cartersville BART SEARS 678 247 4069
 P.O. Box 1390 bsears@cityofcartersville.org
 102 Walnut Grove Rd Cartersville GA 30120

Mule 40104X4ERS Red
 KAF620MHF 2017

9299

2400

1400

50

180

1000

100

\$14,429

Steel Cab

Steel Doors

Heavy Duty Springs

Windshield wiper

labor

Delivery and Delivery ~~Time~~ 3 weeks

If Available



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
WPCP – Crane Rental

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	On May 17, 2017 the WPCP rented at crane from Southway Crane & Rigging to remove the damaged aerator gearbox from Polishing Basing #2 – Aerator #2 (P2A2), install a repaired gearbox into the P2A2 position and install a new Flygt mixer into Sludge Conditioning Tank #5. Crane rental is a time and material job thus we only had an estimate of what the cost of the job would cost. The final cost for two full days was \$7,266.00. The cost is consistent with previous crane rental cost. The job went as planned with no delays or problems during installation. I recommend your approval of the Southway invoice attached. This is to be paid from Maintenance to Vehicle and Equipment 505.3330.52.2360.
City Manager's Remarks:	Crane rental is part of the cost of making these repairs. Your approval of the payment to Southway listed above is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Southern

CRANE & RIGGING

CITY OF CARTERSVILLE
P.O. BOX 1390
CARTERSVILLE, GA 30120
United States

Invoice 1520006293

Invoice Date: Wednesday, May 17, 2017
Customer: CITYOFCAR1
Job No : CHC-207238
Salesperson: COLEY FAIR
Ordered By: Bart

Job Site :
Water Pollution Control Plant
308 Walnut Grove Rd
Cartersville , GA

Terms: 30

Customer P.O. No:

Work Performed : Changing out pumps

Date	Description	Qty Unit Meas	Rate	Extension
5/2/2017	130T AT/TRUCK CRANE AND OPERATOR	9.00 Hours	\$325.00	\$2,925.00
	OVERTIME	1.00 Hours	\$60.00	\$60.00
5/3/2017	130T AT/TRUCK CRANE AND OPERATOR	11.00 Hours	\$325.00	\$3,575.00
	OVERTIME	3.00 Hours	\$60.00	\$180.00
5/2/2017 to 5/3/2017	PERMITS	2.00 Each	\$90.00	\$180.00
	FUEL SURCHARGE		5.00%	\$346.00

Total Invoice: \$7,266.00

PLEASE REMIT PAYMENT TO:
222 New Dunbar Road
Byron, GA 31008

Q Water
MAY 15 2017



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
WPCP – Aerator Gearbox Repair

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	We are continuing to rebuild aerator gearboxes at the Water Pollution Control Plant (WPCP). The next unit was pulled during the May 17, 2017 crane rental for tear down and evaluation by Motor & Gear Engineering. Motor & Gear have performed all of the aerator gearbox rebuilds thus far and two screw pump gearbox rebuilds. In summary, this unit experienced catastrophic failure of the low speed gear set. Repair will require replacement of low speed gearing, pinions, gearing bores and case heaters. The full report with pictures is attached. Motor & Gear has provided a quote of \$66,981.00 to repair this gearbox with a 12 week turnaround time. I recommend approval of the Motor & Gear quote as a sole source provider given their unique ability to both repair existing and manufacture new gear components as needed. This item will be paid through account 505.3330.52.2361 – Maintenance to WPCP
City Manager's Remarks:	Your approval of the quote from Motor & Gear for the aerator gearbox repair as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Motor & Gear Engineering, Inc.

3545 McCall Place Suite B Doraville, GA 30340

Phone: (770) 454-9001 Fax: (770) 454-9092 www.motorgearengineer.com

City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 1 of 8

Date: 6/2/17

Attn: Bart Sears

Quote: GRQ1215

Phone: 770-607-5816

Cell: 678-247-4069

Email: bsears@cityofcartersville.org

Flender XSBN400 Gearbox Evaluation Results

We have completed disassembly, inspection and evaluation of your Flender XSBN400 Gearbox sent in for repair two weeks ago. Failure on this gearbox is consistent with previous XSBN400 gearboxes sent in for repair. This unit was one we had previously inspected and knew it had catastrophic damage to the low-speed gear set. Upon disassembly, we found the pinion had several fractured and damaged teeth. The remaining pinion teeth still intact revealed heavy pitting and damage. The low speed gear revealed severe pitting and excessive wear on the load side of the gear teeth. All low speed pinions and gearing will need to be replaced with new.

The other gear sets were inspected for excessive wear, pitting and corrosion. These gear sets were found to be in good shape and suitable for reuse.

The gearbox bearing bores were checked and measured for tolerance. Several bores were found to be outside of the recommended tolerance. The two bearing bores for the low-speed pinion were found to be outside of the recommended tolerance. The lower bearing bore for the second reduction pinion shaft was also found to be outside of the recommended tolerance. All three bearing bores that are out of tolerance will need to be bored and sleeved back to the correct size. All bearing bore measurements can be seen in Table 1.

Both heaters in the gearbox are corroded in the junction boxes and will be replaced with new. They were machine out and machine work will be required to repair corroded areas around the threaded openings.

Motor and Gear Engineering only received one half of the output coupling with the gearbox. Provided Motor and Gear Engineering receives the other half we can completely reassemble the coupling prior to shipping or the customer can assemble the coupling onsite.



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Page: 2 of 8

Date: 6/2/17

Attn: Bart Sears

Quote: GRQ1215

Phone: 770-607-5816

Cell: 678-247-4069

Email: bsears@cityofcartersville.org

Flender XSBN400 Gearbox Bore Inspection Results

Bore Location	Actual Measurement (in)	Recommended Bore (in)	Acceptable
Lower HS Pinion	6.3005	6.2992-6.3007	Yes
Upper HS Pinion	6.3002	6.2992-6.3007	Yes
Lower 2 nd Pinion	7.0888	7.0866-7.0884	No
Upper 2 nd Pinion	7.0874	7.0866-7.0884	Yes
Lower LS Pinion	10.2394	10.2362-10.2386	No
Upper LS Pinion	10.2389	10.2362-10.2386	No
Upper Output	12.2067	12.2047-12.2067	Yes
Bottom Mixer Brg	13.3874	13.3858-13.3881	Yes



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City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 3 of 8

Date: 6/2/17

Attn: Bart Sears

Quote: GRQ1215

Phone: 770-607-5816

Cell: 678-247-4069

Email: bsears@cityofcartersville.org

Item #1 Repair Flender XSBN400 Gearbox

Work scope:

- Pick up from customer location and transport to Motor & Gear Engineering
- Disassemble and evaluate
- Clean and inspect all components for wear and damage
- Paint interior of gearbox housing with oil resistant epoxy paint
- Furnish and replace all bearings and seals with SKF premium or equivalent
- Furnish and replace oiling system with upgraded Tuthill Oil Pump
- Machine and repair seal area on input shaft
- Machine and repair damaged bearing bores
- Machine and repair damaged threaded openings
- Manufacture and install new hardened and ground low-speed pinion
- Manufacture and install new hardened and ground low-speed gear
- Furnish and replace gearbox heaters
- Reassemble according to Flender specifications
- Install Coupling
- Test run no load, record vibration and bearing temperature rise
- Prime and Epoxy Paint
- Transport back to customer location for installation by others



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City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 4 of 8

Date: 6/2/17

Attn: Bart Sears

Quote: GRQ1215

Phone: 770-607-5816

Cell: 678-247-4069

Email: bsears@cityofcartersville.org

Item #1 Repair Flender XSBN400 Gearbox

Quotation Amount:

- REPAIR of Subject Flender XSBN400 Gearbox \$66,981.00
- NEW Flender XSBN400 Gearbox \$168,825.00

Delivery Time:

Repair of Subject Flender gearbox repair will take 12 weeks A.R.O.

Estimated Delivery on the new Flender gearbox is 30 weeks A.R.O.

Rush Repair Option:

For an additional fee of \$9,965.00 the repair will be completed in 9 weeks A.R.O.



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City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 5 of 8

Date: 6/2/17

Attn: Bart Sears

Quote: GRQ1215

Phone: 770-607-5816

Cell: 678-247-4069

Email: bsears@cityofcartersville.org

Terms and Conditions:

1. All prices quoted are each net in U.S. dollars FOB Doraville, GA, unless delivery freight is included above as a separate line item such as new units from Germany (Flender)
2. All applicable taxes are extra
3. Prices quoted are valid for acceptance for a period of thirty days from the date of this quote
4. Prices do not include oil filling, necessary guards over rotating parts, cost of special crate manufacturing for shipping, if necessary or installation of equipment
5. Terms of payment are due net-30 days from delivery
6. Delivery for the above quoted equipment is to be stated above.
7. Our limited liability warranty covers only the specific work scope we perform and does not include any push/pull, freight, lost production or other items.

In all other respects our standard terms and conditions apply



Motor & Gear Engineering, Inc.

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Phone: (770) 454-9001 Fax: (770) 454-9092 www.motorgearengineer.com

City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 6 of 8

Date: 6/2/17

Attn: Bart Sears

Quote: GRQ1215

Phone: 770-607-5816

Cell: 678-247-4069

Email: bsears@cityofcartersville.org

Unit Pictures



Damaged low-speed pinion



Heavily pitted and worn low-speed gear



Damaged low-speed pinion bore



2nd reduction pinion and high-speed gear in good condition



High-speed pinion with damaged seal area



Item # 13



Item # 13



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Distribution & Collection Rubber Tire Backhoe

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Currently the Distribution and Collection Division (D&C) uses a 2001 John Deere 410G with 2,370 hours of operation. In addition to being 16 years old, the tractor began having intermittent transmission and brake lock-up issues in December 2016. These would render the machine immobile under its own power and was a safety hazard to the operator and motorists when the brakes locked up during road transport. A repair quote was provided by Flint Equipment (local John Deere Commercial Dealer) in the amount of \$15,000 to \$20,000 depending on what was wrong with the tractor. I decided that it was not worth investing that amount into a 16-year old machine. The tractor has far exceeded our expected 10-year useful life. Bids were opened at the Water Department office on 6/8/2017 at 1:00pm for a new rubber tire backhoe for use by D&C. Bidders were asked to provide pricing on an open cab tractor as well as an enclosed cab tractor. Additionally, they were asked to provide a trade-in value for the 2001 machine. The bids below are for an enclosed cab tractor less the allowed trade-in value. Flint Equipment Company \$65,488.47 Yancey Brothers Caterpillar \$83,667.00 Franklin Tractor NO BID I recommend approval of the Flint Equipment Company bid of \$65,488.47 which consists of a new tractor price of \$80,488.47 - \$15,000 trade value. This will be paid through account 505.3320.54.2100 – Machinery.
City Manager's Remarks:	Your approval of the bid from Flint Equipment is recommended for approval.
Financial/Budget	This is an unbudgeted item for FY 2017. However, there are funds available to transfer from other accounts to purchase the backhoe. Even though the backhoe will be ordered in FY 2017, there will be Cover Memo Item #14

Certification:	a 10 to 12 week delivery time, thus putting the actual payment of the purchase in FY 2018.
Legal:	
Associated Information:	



City of Cartersville

W A T E R D E P A R T M E N T

INVITATION TO BID

The City of Cartersville Water Department located in Cartersville, Georgia invites your company to submit a bid on the item(s) as specified in this bid request.

All terms and conditions below are a part of this request, and no bid will be accepted unless all of these conditions have been complied with. The City reserves the right to reject any or all bids, in whole or in part and waive all technicalities and informalities in any bid.

INSTRUCTIONS TO BIDDERS

1. All bids to be considered must be in possession of the City of Cartersville Water Department prior to the time of the bid closing. Bids may be mailed or delivered to the following address:

Cartersville Water Department
Distribution & Collection Office
Attn: Terry Jordan
P.O. Box 1390
Cartersville, GA 30120

2. All bids must be submitted on the form provided by the City and must be signed by an authorized representative of the company placing the bid.
3. In the event of an error in extending the total cost of any item, the unit price submitted will prevail where applicable.
4. Bidder may bid on one or more items where applicable.
5. Bid prices shall include delivery without additional cost to the City.
6. Do not include tax with your bid. The City of Cartersville Tax Exempt ID# is 008-004-528 (copy of certificate included).
7. Bid awards are not official until a Purchase Order number is provided to the vendor.
8. All bids must be sealed and marked on the outside of the envelope with the following:

- Vendor Name
- Item description – "D&C Backhoe Bid"
- Bid closing date/time

BID CLOSING DATE: 6/8/2017

BID CLOSING TIME: 1:00 p.m.

PLEASE REPLY IF NO BID

BID INFORMATION

Company Name: Flint Equipment Company
Sales Manager Name: Todd Smith
Print Name: Alex Phillips

New Backhoe Bid: Option – A: Open Cab Option – B: Full Cab
\$ 73,800.³⁵ \$ 80,488.⁴⁷

Trade-in Value: \$ 15,000

- 2001 John Deere 410G – 2WD
- Serial #: T0410GX899892
- Hours: 2370 (at time of bid preparation)
- For inspection contact Terry Jordan 770-655-2740
- Known defects:
 - Intermittent brake lock-up which immobilizes machine
 - Fluctuating transmission fluid levels
 - Worn operator seat
 - Machine stored outside most of life

Estimated Delivery Date: 6-8 weeks

If specifications cannot be met, please list reasons: N/A.

Item # 14

QUANTITY: One (1) Two Wheel Drive Rubber Tire Backhoe

GENERAL

- The machine must be a current year model under standard production by the manufacturer and shall be equipped with all features and equipment identified as standard in the latest product literature.
- The machine must be new and unused.
- The machine must be delivered to 100 Walnut Grove Road S.E., Cartersville, GA 30120 and shall be unpackaged, assembled, setup and ready for immediate use.
- Bidder agrees that their bid proposal shall be good for a period of thirty (30) days after the scheduled closing time for receiving bids.
- Only one bid proposal will be awarded for the purchase of a single backhoe loader.
- The manufacturer of the machine must have factory support to include parts, labor and field service equipment within the Atlanta, Georgia core five-county metro area which includes Clayton, Cobb, DeKalb, Fulton and Gwinnett counties or Bartow County. Attach all documents needed to substantiate compliance with this requirement.
- The machine shall be road-ready with all required lights, marker lights, reflectors and any other safety related equipment required by and meeting the requirements of all Federal, State and local laws.

Initial

A.P.

A.P.

A.P.

A.P.

A.P.

A.P.

A.P.

Item # 14

ENGINE & DRIVETRAIN

1. Minimum 100 HP Net Peak HP Turbo Diesel Engine
2. EPA Tier IV Compliant
3. Power shuttle transmission
(4 forward / 4 reverse) minimum
4. Rear axle – foot actuated 100% mechanical differential lock
5. Service brakes to be self-adjusting wet disk type
6. Parking brake to act independent of the service brakes with electric switch control

YES

NO

✓

✓

✓

✓

✓

✓

LOADER

1. 1.25 cubic yard general purpose bucket
2. Bucket width – 92-inches
3. 7,000 # min lift capacity at maximum reach
4. Bucket position indicator
5. Heavy duty lifting eyes
6. 10,000 # minimum bucket breakout force
7. Single lever control with clutch disconnect button on lever.
8. Anti-spill (rollback) control feature
9. Minimum 11-foot height to bucket hinge pin

✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	

BACKHOE

1. 15' minimum digging depth
2. Wing stabilizers with street pads
3. Over center design
4. Pilot control with user selectable pattern
5. Min. 180 degree bucket rotation
6. 24" heavy duty rock bucket
7. 3,000 # minimum boom lift capacity (at ground level)
8. 3,000 # minimum dipper stick lift capacity (at 12 feet)
9. 9,000 # minimum dipper stick digging force
10. 15,000 # minimum bucket digging force
11. Minimum 11 foot truck loading height

✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	

Item # 14

HYDRAULICS

1. Minimum 40 gallon per minute @ 2,200 rpm
2. Minimum 10 gallon oil reservoir
3. Quick disconnects for auxiliary tool connection

☒	_____
☒	_____
☒	_____

OPERATOR ENVIRONMENT – OPTION A

1. Open canopy ROPS/FOPS
2. Power steering
3. Standard Vinyl Seat (no air ride)
4. Interior rearview mirror
5. Retractable seatbelt
6. Standard gauges and warning lights
7. Vandalism Protection: locking hood, tool box, instrument cluster, hydraulic reservoir and fuel access
8. Slip resistant steps and handholds with both left and right accessibility.
9. Full coverage molded floor mats for operators station floor

☒	_____
☒	_____
☒	_____
☒	_____
☒	_____
☒	_____
☒	_____
☒	_____
☒	_____

OPERATOR ENVIRONMENT – OPTION B

1. Fully enclosed operator cab with flip-up/drop down rear window
2. Power steering
3. Standard Vinyl Seat (no air ride)
4. Interior rearview mirror
5. Retractable seat belt
6. Standard gauges and warning lights
7. Air conditioning and heat
8. NO radio
9. Vandalism Protection: locking hood, tool box, instrument cluster, hydraulic reservoir and fuel access

☒	_____
☒	_____
☒	_____
☒	_____
☒	_____
☒	_____
☒	_____
☒	_____
☒	_____

Item # 14

10. Slip resistant steps and handholds with both left and right accessibility.

☒ _____

11. Full coverage molded floor mats for operators station floor

☒ _____

MISCELLANEOUS

1. Rear tires to be R4 industrial tread

☒ _____

2. Front tire to be F3 industrial tread with minimum 18-inch wheel diameter.

☒ _____

3. All DOT required headlamps and turn signals

☒ _____

4. Ten (10) halogen work lights – four (4) front, four (4) rear and two (2) side lights

☒ _____

5. Eight (8) foot maximum transport width

☒ _____

6. Minimum 35 gallon metal fuel tank

☒ _____

MANUALS

1. Two (2) print copies and one (1) electronic copy of the manufacturer's comprehensive operators/owners and maintenance manual for the specified machine is to be provided.

☒ _____

WARRANTY

1. Minimum one (1) year parts and labor warranty on entire machine "bucket to bucket"

☒ _____

Item # 14

BID INFORMATION

Company Name: YANCEY BROS

Sales Manager Name: CHUCK ABNEY

Print Name: PATRICK SHAUGHNESSY

	Option – A: Open Cab	Option – B: Full Cab
New Backhoe Bid:	\$ <u>91,399</u>	\$ <u>99,667</u>

Trade-in Value: \$16,000

- 2001 John Deere 410G – 2WD
- Serial #: T0410GX899892
- Hours: 2370 (at time of bid preparation)
- For inspection contact Terry Jordan 770-655-2740
- Known defects:
 - Intermittent brake lock-up which immobilizes machine
 - Fluctuating transmission fluid levels
 - Worn operator seat
 - Machine stored outside most of life

Estimated Delivery Date: WITHIN 30 DAYS OF THE ORDER

If specifications cannot be met, please list reasons: _____

#4 - DOES NOT COME WITH LIFTING EYES - USUALLY WELDED ON

#4 - ONLY COMES WITH 8 LIGHTS - DOESN'T HAVE SIDE HALGENS

Item # 14

QUANTITY: One (1) Two Wheel Drive Rubber Tire Backhoe

GENERAL

- | | |
|---|-----------------------------|
| • The machine must be a current year model under standard production by the manufacturer and shall be equipped with all features and equipment identified as standard in the latest product literature. | Initial
<u>PS</u> |
| • The machine must be new and unused. | <u>PS</u> |
| • The machine must be delivered to 100 Walnut Grove Road S.E., Cartersville, GA 30120 and shall be unpackaged, assembled, setup and ready for immediate use. | <u>PS</u> |
| • Bidder agrees that their bid proposal shall be good for a period of thirty (30) days after the scheduled closing time for receiving bids. | <u>PS</u> |
| • Only one bid proposal will be awarded for the purchase of a single backhoe loader. | <u>PS</u> |
| • The manufacturer of the machine must have factory support to include parts, labor and field service equipment within the Atlanta, Georgia core five-county metro area which includes Clayton, Cobb, DeKalb, Fulton and Gwinnett counties or Bartow County. <u>Attach all documents needed to substantiate compliance with this requirement.</u> | <u>PS</u> |
| • The machine shall be road-ready with all required lights, marker lights, reflectors and any other safety related equipment required by and meeting the requirements of all Federal, State and local laws. | <u>PS</u> |

Item # 14

ENGINE & DRIVETRAIN

- | | | |
|--|------------|-------------------|
| | YES | NO |
| 1. Minimum 100 HP Net Peak HP Turbo Diesel Engine | <u>108</u> | <u> </u> |
| 2. EPA Tier IV Compliant | <u>✓</u> | <u> </u> |
| 3. Power shuttle transmission
(4 forward / 4 reverse) minimum | <u>✓</u> | <u> </u> |
| 4. Rear axle – foot actuated 100% mechanical differential lock | <u>✓</u> | <u> </u> |
| 5. Service brakes to be self-adjusting wet disk type | <u>✓</u> | <u> </u> |
| 6. Parking brake to act independent of the service brakes with electric switch control | <u>✓</u> | <u> </u> |

LOADER

- | | | |
|---|-------------------|-------------------|
| 1. 1.25 cubic yard general purpose bucket | <u>1.30</u> | <u> </u> |
| 2. Bucket width – 92-inches | <u> </u> | <u>89</u> |
| 3. 7,000 # min lift capacity at maximum reach | <u>1237</u> | <u> </u> |
| 4. Bucket position indicator | <u>✓</u> | <u> </u> |
| 5. Heavy duty lifting eyes | <u> </u> | <u>✓</u> |
| 6. 10,000 # minimum bucket breakout force | <u>11,197</u> | <u> </u> |
| 7. Single lever control with clutch disconnect button on lever. | <u>✓</u> | <u> </u> |
| 8. Anti-spill (rollback) control feature | <u>✓</u> | <u> </u> |
| 9. Minimum 11-foot height to bucket hinge pin | <u>11.5"</u> | <u> </u> |

BACKHOE

- | | | |
|--|---------------|-------------------|
| 1. 15' minimum digging depth | <u>15' 4"</u> | <u> </u> |
| 2. Wing stabilizers with street pads | <u>✓</u> | <u> </u> |
| 3. Over center design | <u>✓</u> | <u> </u> |
| 4. Pilot control with user selectable pattern | <u>✓</u> | <u> </u> |
| 5. Min. 180 degree bucket rotation | <u>✓ 205°</u> | <u> </u> |
| 6. 24" heavy duty rock bucket | <u>✓</u> | <u> </u> |
| 7. 3,000 # minimum boom lift capacity (at ground level) | <u>3700</u> | <u> </u> |
| 8. 3,000 # minimum dipper stick lift capacity (at 12 feet) | <u>5961</u> | <u> </u> |
| 9. 9,000 # minimum dipper stick digging force | <u>10,067</u> | <u> </u> |
| 10. 15,000 # minimum bucket digging force | <u>16,156</u> | <u> </u> |
| 11. Minimum 11 foot truck loading height | <u>13'</u> | <u> </u> |

Item # 14

HYDRAULICS

- | | | |
|--|-----------------|-------|
| 1. Minimum 40 gallon per minute @ 2,200 rpm | <u>43 GPM</u> | _____ |
| 2. Minimum 10 gallon oil reservoir | <u>10.6 gal</u> | _____ |
| 3. Quick disconnects for auxiliary tool connection | <u>✓</u> | _____ |

OPERATOR ENVIRONMENT - OPTION A

- | | | |
|--|----------|-------|
| 1. Open canopy ROPS/FOPS | <u>✓</u> | _____ |
| 2. Power steering | <u>✓</u> | _____ |
| 3. Standard Vinyl Seat (no air ride) | <u>✓</u> | _____ |
| 4. Interior rearview mirror | <u>✓</u> | _____ |
| 5. Retractable seatbelt | <u>✓</u> | _____ |
| 6. Standard gauges and warning lights | <u>✓</u> | _____ |
| 7. Vandalism Protection: locking hood, tool box, instrument cluster, hydraulic reservoir and fuel access | <u>✓</u> | _____ |
| 8. Slip resistant steps and handholds with both left and right accessibility. | <u>✓</u> | _____ |
| 9. Full coverage molded floor mats for operators station floor | <u>✓</u> | _____ |

OPERATOR ENVIRONMENT - OPTION B

- | | | |
|--|----------|-------|
| 1. Fully enclosed operator cab with flip-up/drop down rear window | <u>✓</u> | _____ |
| 2. Power steering | <u>✓</u> | _____ |
| 3. Standard Vinyl Seat (no air ride) | <u>✓</u> | _____ |
| 4. Interior rearview mirror | <u>✓</u> | _____ |
| 5. Retractable seat belt | <u>✓</u> | _____ |
| 6. Standard gauges and warning lights | <u>✓</u> | _____ |
| 7. Air conditioning and heat | <u>✓</u> | _____ |
| 8. NO radio | <u>✓</u> | _____ |
| 9. Vandalism Protection: locking hood, tool box, instrument cluster, hydraulic reservoir and fuel access | <u>✓</u> | _____ |

Item # 14

10. Slip resistant steps and handholds with both left and right accessibility.
11. Full coverage molded floor mats for operators station floor

✓	
✓	

MISCELLANEOUS

1. Rear tires to be R4 industrial tread
2. Front tire to be F3 industrial tread with minimum 18-inch wheel diameter.
3. All DOT required headlamps and turn signals
4. Ten (10) halogen work lights – four (4) front, four (4) rear and two (2) side lights
5. Eight (8) foot maximum transport width
6. Minimum 35 gallon metal fuel tank

✓		
19.5		
✓		
7		NO SIDE LIGHTS
91"		
42gals		

Item # 14

MANUALS

1. Two (2) print copies and one (1) electronic copy of the manufacturer's comprehensive operators/owners and maintenance manual for the specified machine is to be provided.

✓	
---	--

WARRANTY

1. Minimum one (1) year parts and labor warranty on entire machine "bucket to bucket"

✓	
---	--



City of Cartersville

**City Council Meeting
6/15/2017 7:00:00 PM
New Fiber Optic Building**

SubCategory:	Bid Award/Purchases								
Department Name:	Fiber								
Department Summary Recommendation:	Due to the sink holes at our Cook Street property and particularly the void that is located under the existing Fiber Optics Building that is located at 6 Cook Street, staff issued requests for proposals to construct a new Fiber Optics building inside the Public Works Department facility. Proposals were received for the building, two HVAC units, generator and conduit installation. A summary of the bids are as follows: An invitation to bid was placed for the construction of an approximately twenty-four foot by thirty-six foot by ten foot/ten foot six inches (24' wide x 36' long x 10'-10'-6" height) concrete building. The building will be fiber reinforced concrete with a hollow-core concrete roof. We received two bids. After reviewing the bids, we recommend Full Circle Concrete Construction at \$73,184.07. <table><tr><td>Full Circle Concrete Construction</td><td>\$73,184.07</td></tr><tr><td>Womack, Lewis & Smith</td><td>\$126,000.00</td></tr></table> An invitation to bid was placed for conduit installation at the location of the new communications building. The design calls for banks of six conduits running from the building to three different power poles (eighteen total conduits) and for two larger conduits to run from a power pole to the transfer switch on the building. We received one bid. After reviewing the bid, we recommend Network Cabling Infrastructures at \$19,962.93. An invitation to bid was placed for delivery and installation of a Kohler Model 100REZGD generator and 400 Amp Automatic Transfer Switch. We received two bids. After reviewing the bids, we recommend Nixon Power Services at \$29,900. <table><tr><td>Nixon Power Services</td><td>\$29,900</td></tr><tr><td>Signal Point Systems</td><td>\$41,900</td></tr></table> An invitation to bid was placed for delivery and installation of two Bard model W60A2 air conditioning units. We received three bids. After reviewing the bids, we recommend Signal Point Systems at \$15,000.00.	Full Circle Concrete Construction	\$73,184.07	Womack, Lewis & Smith	\$126,000.00	Nixon Power Services	\$29,900	Signal Point Systems	\$41,900
Full Circle Concrete Construction	\$73,184.07								
Womack, Lewis & Smith	\$126,000.00								
Nixon Power Services	\$29,900								
Signal Point Systems	\$41,900								

Cover Memo

Item # 15

	\$9,350. <table> <tr> <td>Signal Point Systems</td><td>\$9,350</td></tr> <tr> <td>Mike Jones Heating & Air</td><td>\$13,000</td></tr> <tr> <td>Preferred Heating and Air Conditioning</td><td>\$17,250</td></tr> </table> The cost to replace this building is being paid for through insurance funds from One Beacon Insurance. I recommend approval of these bids to the four vendors listed above.	Signal Point Systems	\$9,350	Mike Jones Heating & Air	\$13,000	Preferred Heating and Air Conditioning	\$17,250
Signal Point Systems	\$9,350						
Mike Jones Heating & Air	\$13,000						
Preferred Heating and Air Conditioning	\$17,250						
City Manager's Remarks:	Your approval of the bids as outlined above is recommended.						
Financial/Budget Certification:	This is not a budgeted item, but the cost will be paid for by insurance proceeds.						
Legal:							
Associated Information:							



June 8, 2017

RE: Erwin St Telecommunications Bld.

We are pleased to provide you with our pricing for the concrete scope of work on the above referenced project. Pricing is based on Drawings and Specifications by, Alpha Omega Engineering dated 03/23/17. Our pricing is for a complete scope of work and includes the following:

1. All supervision, labor, materials and equipment for a complete concrete scope of work. This work includes wall footings, cast in place wall, slab on grade, and hollow core slab.
2. Layout will be taken from a benchmark and controls (one X-X axis and one Y-Y axis) provided by the GC.
3. Rebar per Structural Drawings.
4. Included installation of 10 Mil Vapor Barrier and tape.
5. Installation of Edge Forms/Bulkheads.
6. 4" of Stone Under Slab On Grade
7. Place & Finish
8. Concrete strength – 3000 PSI. add fiber for slab on grade
9. All work to be done in one mobilization.
10. No sales tax included for materials



We have **not** included the following:

1. Topping Slabs
2. Site concrete
3. Waterproofing membrane
4. Caulking, waterproofing, sealants, or stains
5. Curing Compound & Hardener
6. As built
7. Soil Poisoning / Termite treatment
8. Mass Excavations
9. Site Staking
10. Walk-off Mats
11. Masonry and Masonry Rebar
12. Modular Block Walls
13. Splash Blocks
14. Lane closures
15. Traffic Control
16. Wash Out Pits
17. Tire Wash Stations
18. Bracing during Backfill Operations
19. Drain pipe, perf pipe, foundation drains
20. Prefabricated Trench Drains
21. Unsuitable Soils
22. Soil fabrics
23. Miscellaneous Steel
24. Bollard Steel
25. Structural Steel
26. Excavation of rock
27. Dewatering
28. Precast Concrete
29. Offsite parking or material storage yards
30. Night shifts
31. Temporary Toilets & Dumpsters
32. Testing
33. Payment & Performance Bonds
34. Anything not mentioned in inclusions



Our turnkey price for this work as described above is as followed:

Total \$73,184.07

We appreciate this opportunity and look forward to hearing from you soon. Please call me if you have any questions or need any further clarification.

Sincerely,

FULL CIRCLE CONCRETE CONSTRUCTION, LLC

Lance Howe

Cell: 770.547.4671

Page 3 of 3
Telecom Bld.

Phone: 770.547.4671

PO Box 200126
Cartersville, GA 30120

Fax: 770.365.3577
item #15

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.

446318
EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer or Agent
(Contractor Name)

6/8/17
Date

Full Circle Concrete
Contractor/Entity Name

Maggie Wren
Title of Authorized Officer or Agent of Contractor

Po Box 200126 Cartersville, GA 30720
Contractor Address

Lance Howie
Printed Name of Authorized Officer or Agent

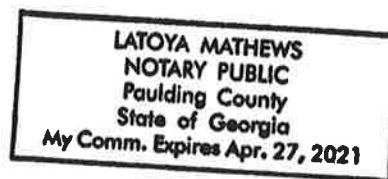
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8 DAY OF June, 20 17

[Signature]
Notary Public

My Commission Expires:

4/27/21



* 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).



June 08, 2017

City Of Cartersville
1 North Erwin Street
Cartersville, GA 30120
(678) 229-7235

Re: New conduit pathways for New S Erwin Street Hub.

Dear City of Cartersville,

Thank you for giving Network Cabling Infrastructures the opportunity to provide you with a proposal for the new conduit pathways required from **The New City of Cartersville Hub to be located at 330 South Erwin Street, Cartersville, GA**. The following proposal is based on the site visit performed on **6/06/2017**. Please take the time to review the below scope of work and feel free to contact me if you have any questions or concerns.

SCOPE OF WORK

Outside Plant:

- Furnish and Install (12) 1-1/2" Schedule 40 PVC conduits from entry point of new building to (2) utility poles located in front of property. NCI shall open trench and install (6) conduits to each of the (2) utility poles.
- Furnish and Install (2) 4" Schedule 40 PVC conduits from new generator to utility pole located in front of property.
- Furnish and install (2) 4" conduits from generator to transfer switch.
- Furnish and install (3) 1-1/4" conduits from generator to transfer switch.
- Furnish and Install (6) 1-1/4" HDPE conduits from entry point of new building to utility pole located in rear of property. NCI shall directional drill (6) conduits underneath the rear parking area to utility pole.
- Furnish and install #12 stranded copper locate wire to each pole to serve as future locate wire.
- Furnish and install (3) 24"X36"X24" Synertech hand holes with tier 22 rated lids for pull points, and conduit transition points.
- Furnish and install 4" of gravel in bottom of all hand holes.

Permitting:

- All City, County, and State permits shall be obtained and provided by the City of Cartersville.

Safety Standards:

All NCI (Network Cabling Infrastructures, Inc.) on-site technicians shall be aware of, and strictly adhere to any and all safety requirements mandated by OSHA, General Contractor and any applicable governmental agency.

Assumption

1. Overtime is included in this bid.
2. Technicians will have free access to required work areas.
3. NCI will assign a project superintendent as the main POC for the duration of the project.
4. NCI shall provide project updates on a weekly basis.
5. Engineered drawings and right of way boundaries will be provided by the City of Cartersville.
6. All, change orders, or additional work shall be discussed and an agreement shall be signed before proceeding or invoicing.

Project Total: \$19,962.93

NCI would like to thank you for this great opportunity,

Sincerely,

Steve Prather
Project Manager
NCI (Network Cabling Infrastructures, Inc.)
phone 770-495-0798 x 46
fax 770-495-6220
email: steve.prather@ncicabling.com

Signature

Title

Print Name

Date

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.

67400
EEV/Basic Pilot Program* User Identification Number

T. J. Richards
BY: Authorized Officer or Agent
(Contractor Name)

6/8/17
Date

Network Cabling Infrastructure, Inc. Project Manager
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

4825 River Green Pkwy, Duluth, GA 30096
Contractor Address

Steve Prather
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8th DAY OF June, 2017

Courtney Dickens
Notary Public

My Commission Expires:

Sept 17, 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).

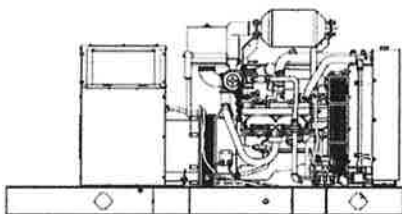


Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6535

To: **City of Cartersville**
ATTN: City Manager's Office

From: **Bryan Dusza**
Power Systems Specialist
Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
Direct: 770-453-4125
Mobile: 678-347-5250
bdusza@nixonpower.com

Generator



Kohler Model: 100REZGD

This gas generator set equipped with a 4R12X alternator operating at 120/208 volts is rated for 100 kW/125 kVA.
 Output amperage: 347

Standard Features:

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

Other Features:

- Kohler designed controllers for guaranteed system integration and remote communication. See controller features inside.
- The electronic, isochronous governor incorporates an integrated drive-by-wire throttle body actuator delivering precise frequency regulation.

Alternator Features:

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



Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-446-6687 F: 770-446-6535

Qty**Description**

1

100REZGD Generator System

100REZGD Generator Set

Includes the following:

Literature Languages

English

Approvals and Listings

UL2200 Listing/cUL Genset List

Engine

100REZGD, N/Gas Fuel, EPA

Nameplate Rating

Standby 130C Rise (25C Amb.)

Voltage

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

Alternator

4R12X

Cooling System

Unit Mounted Radiator, 50C

Skid and Mounting

Skid, 44"

Air Intake

Standard Duty

Controller

DEC3000

Enclosure Type

Weather

Enclosure Material

Steel

Starting Aids, Installed

1500W, 110-120V

Electrical Accy., Installed

Battery, 1/12V, Wet

Electrical Accy., Installed

Battery Charger, 10A

Electrical Accy., Installed

Run Relay

Electrical Accy., Installed

DEC3000 2 Input/5 Output Module

Electrical Accy., Installed

PreAlarms, NFPA-110

Rating, LCB 1

80% Rated

Amps, LCB 1

400

Trip Type, LCB 1

Thermal Magnetic

Interrupt Rating LCB 1

30kA at 480V

Fuel System Acc., Installed

Additional Gas Solenoid Valve

Miscellaneous Accy., Installed

Air Cleaner Restriction Ind.

Miscellaneous Accy., Installed

Coolant in Genset

Warranty

Standard

Testing, Additional

Power Factor Test, 0.8, 3Ph Only

1

Flexible Fuel Line

1

Gaseous Fuel Filter

1

Lit Kit, General Maintenance, 100REZGD



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

1 RSA III, Annunciator only

Automatic Transfer Switch



Kohler Model: KEP-DCVC-0400S-NN

4 Pole, 4 Wire, Switched Neutral, 400 amp, Kohler Service Entrance rated Programmed automatic transfer switch, Model Packing, 400-800A SE ATS, rated 208V, 60 Hz, complete with all standard equipment and housed in a NEMA Type 3R enclosure.

Standard Features

- UL 1008 Listed
- Service entrance rated switch incorporates an isolating mechanism and overcurrent protection on the utility side
- Fully enclosed silver alloy contacts provide high withstand rating
- 3-cycle short circuit current withstand-tested
- Completely separate utility and generator set power switching units provide redundancy and are easy to service
- Inherent stored-energy design prevents damage if manually switched while in service
- Heavy duty brushless gear motor and operating mechanism provide mechanical interlocking and extreme long life with minimal maintenance
- All mechanical and control devices are visible and readily accessible
- Padlockable service disconnect control switch
- Kohler Decision-Maker MPAC 1500 digital controller
- LCD display, 4 lines x 20 characters, backlit
- LED indicators: source available, transfer switch position, service required, not in auto
- Phase-to-phase sensing and monitoring with 0.5% accuracy on both sources
- Frequency sensing with 0.5% accuracy on both sources
- Anti-single phasing protection



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

- Programmable over and under voltage on both sources
- Programmable over and under frequency on both sources
- Adjustable time delays
- Time-based and current-based load control of nine individual loads (with appropriate I/O modules)
- Programmable transfer commit/no commit
- 21 programmable exercise events
- Fail-safe transfer for loaded test and exercise functions
- Two programmable inputs / two programmable outputs on main logic board
- RS-485 and Modbus RTU communications
- RJ-45 and Modbus TCP/IP communications

Qty	Description
	ATS 1500 Transfer Switch System
1	KEP-DCVC-0400S-NN
	Includes the following:
	Literature Languages English
	Mechanism Service Entrance
	Transition Programmed
	Logic 1500
	Voltage 208 V / 60 Hz
	Poles & Wires 4 Pole/4 Wire, Switched Neutra
	Enclosure Nema 3R
	Amps 400 Amps
	Connection Standard
	ATS Utility Switching Device MCCB ET 250-800A
	ATS Generator Switching Device MCCB TM 250-1200A
	IBC Seismic Certification None
	CSA Certification None
	Miscellaneous Acc., Installed Lockable User Interface Cover
	Warranty 1-YR STANDARD
1	Lit Kit, ATS Production, KEP



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

Clarifications

FACTORY TRAINED TECHNICIAN shall perform an installation check, start up, and building load test of equipment furnished after installation is completed, including training of owner's personnel.

(STARTUP to be completed during normal business hours – 8:00am – 5:00pm)

FREIGHT TO JOBSITE - Unloading of unit by others.

LUBE OIL, BATTERY AND ANTI-FREEZE – Battery installed at start up.

OWNERS MANUALS

SUBMITTAL DATA

OFF LOADING, PERMITS, INSTALLATION, CONCRETE PAD, ANCHOR BOLTS, EXTENDED WIRING, FUEL, EXTENDED EXHAUST, METERS, OR COOLING PIPING AND INSULATION SUPPLIED BY OTHERS.

This quotation is firm for acceptance within 60 days. Freight/delivery allowance to first destination is included in price quoted, it is based on commercial motor carrier, less than load rates. If special delivery arrangements, (flat-bed truck, open type trailer, private carrier, etc.) are required, the cost of this special handling will be added to our invoice.

It is agreed all invoices will be paid within 30 days unless otherwise agreed to in writing. Any invoice not paid within 30 days shall be considered past due and subject to a finance charge of 1.5% per month (18% per annum), or the maximum rate permitted by applicable state law, whichever is lesser. If this quote is accepted it is agreed that the Individual / Company will provide Nixon Power Services Company Inc. with any additional documents needed to perfect a security interest in all goods, inventory, and/or equipment purchased from Nixon Power Services Company, Inc. (eg: signed credit application and written purchase order or signed quote).

Current Lead Time: Approx. 8-10 weeks ARO. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" periods.

F.O.B.: Jobsite

TERMS: Net 30 Days



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

OFFER TOTAL SELL PRICE: \$29,900.00

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize Nixon Power Services Co to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0026346562, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Company: Nixon Power Services Co

Print Name: Ross Gray

Title: Inside Sales

Signature: *Ross Gray*

Date: June 5, 2017

**Accepted
by:**

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

PO Number: _____

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.

172132
EEV/Basic Pilot Program* User Identification Number

Ginger Trumbo
BY: Authorized Officer or Agent
(Contractor Name)

6/7/17
Date

Nixon Power Services
Contractor/Entity Name

YPHR
Title of Authorized Officer or Agent of Contractor

5038 Thoroughbred Lane Brentwood, TN 37027
Contractor Address

Ginger Trumbo
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

21st DAY OF June, 2017

Fanny Murphy
Notary Public

My Commission Expires:

12/4/2019



* 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).



June 9, 2017

City Manager
City of Cartersville
1 North Erwin Street
Cartersville, Georgia 30120

**RE: Fibercom Communications Building
HVAC Installation**

Dear Sir/Madam:

Signal Point Systems (SPS) is pleased to submit this proposal to the City of Cartersville for the above referenced bid. The scope of work is as follows:

- Provide and install two Bard 5 ton HVAC units (model W60A2);
- Provide and install one supply and one return air grille per unit;
- Provide and install one standard digital thermostat per unit;
- Startup & checkout of the HVAC units.

Bard units include a 5-year parts warranty. Installation is covered by SPS 1 year warranty.

Total HVAC Installation Cost: \$9,350

Recommended Maintenance

SPS recommends the following yearly maintenance:

One annual service visit to include an inspection of operation, filter change, and condenser coil cleaning.

Annual Maintenance Cost: \$420

Qualifications:

This bid is based on SPS connecting to electrical circuits installed by others at each unit.

SPS appreciates the opportunity to present you with this pricing. Should you have any questions in regard to this proposal, please call me at 770-499-0439 ext. 211. We look forward to hearing from you.

Sincerely,

Joe Walraven
Project Manager

Item # 15

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.

49141
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

6/8/2017
Date

Signal Point Systems
Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

1270 Shiloh Road, Suite 100, Kennesaw, GA 30144
Contractor Address

Nichek Brower
Printed Name of Authorized Officer or Agent

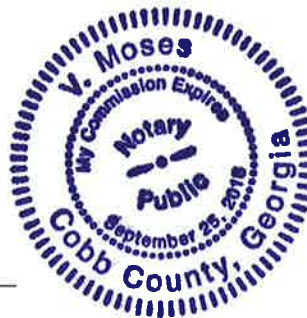
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8th DAY OF June, 2017

Notary Public

My Commission Expires:

9-25-18



* 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).



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Welding Machine

SubCategory:	Bid Award/Purchases
Department Name:	Garage
Department Summary Recommendation:	The Garage Department received proposals for a 300 amp portable welding machine with a AC generator which will allow them to fix city equipment in the field as well as at the city shop. Bids were received from the following vendors: NexAir \$ 8,525.97 Reliable \$13,400.00 Snap-on \$22,292.08 Matco No bid I recommend approval of the lowest and best bid from NexAir in the amount of \$8,525.97.
City Manager's Remarks:	Your approval of the bid from NexAir listed above is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Quote

For Inquires Contact:

Phone: (888) 639-2474

callc@nexair.com

5/24/2017

Quote # : 5494485

Page: 1

Customer #: A0126

Address: City Of Cartersville

Garage

P.O. Box 1390

Cartersville GA 30120-1390

PO #:

Attention:

Terms: NET 30 DAYS

Ship Method: FREIGHT LINE

Delivery: 05/22/2017

nexAir is pleased to quote the following:

Item Number	Qty	UOM	Description	Unit Price	Extended
LIN K39281	1.00	EA	LNC K3928-1 RGR 305G EFI	5045.021	\$5,045.02
LIN K48725	1.00	EA	MAGNUM SPOOLON GUN 25FT REMOTE	690.000	\$690.00
LIN K488	1.00	EA	MAGNUM SPOOLON GUN CONTROL	568.000	\$568.00
LIN K69110	1.00	EA	LNC K691-10 INPUT CABL	293.000	\$293.00
LIN K28061	1.00	EA	LNC K2806-1 TOMAHAWK 375	1026.900	\$1,026.90
LIN K704	1.00	EACH	ACCESSORY KIT - 400 AMP	614.021	\$614.02
LIN K1783-9	1.00	EACH	PTA-26V TIG TORCH (25 FT 2PC) T 2PC)	111.936	\$111.94
LIN KP509	1.00	EA	PARTS KIT FOR LA-26	55.090	\$55.09
LIN K8862	1.00	EA	CANVAS COVER	122.000	\$122.00
				Subtotal	8,525.97
				Grand Total	\$8,525.97

ALL PRICES ARE VALID UNTIL 5/23/2017

IMPORTANT: Freight and delivery charges are subject to change. All applicable taxes will be added to the order. Acceptance of this quotation is subject to standard terms and conditions of nexAir. Prices quoted are based upon quantities specified. Changes in quantity may necessitate price revisions. ACCEPTANCE: THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED:

CITY OF CARTERSVILLE

nexAir

DATE: _____ SIGNATURE: _____

DATE: _____ SIGNATURE: _____

Item # 16

Ranger® 305 G and Ranger® 305 G EFI

Processes

Stick, TIG, MIG, Flux-Cored, Gouging

Product Number

K1726-5 Ranger® 305 G

K3928-1 Ranger® 305 G EFI **NEW**

See back for complete specs

Output Range

See Back Page

Rated Output Current/Voltage/Duty Cycle

305A DC CC/29V/100%

300A DC CV/29V/100%

Number of Cylinders

2

HP @ Speed (RPM)

23 HP @ 3600 RPM

25 HP @ 3600 RPM EFI

Weight/Dimensions (H x W x D)

510 lbs. (231 kg)

29.9 x 21.5 x 42.3 in.

(759 x 546 x 1073 mm)

36.2 in. (920 mm) To Top of

Exhaust Tube

Ready for a Workout!™

The Ranger® 305 G is a powerful multi-process stick, TIG, wire and pipe welding engine-driven welder that is ready for all day, everyday performance. It includes Lincoln Electric  Chopper Technology® for superior arc performance.

FEATURES

► Kohler® Gasoline Engine Choices

- 23 HP carburetor.
- 25 HP EFI (Electronic Fuel Injection) for easier starts in cold weather and lower fuel use! **NEW**
- Both engines have electric fuel pump to avoid vapor lock at high altitude operation.

► Multi-Process Welding

- Excellent DC multi-process welding for general purpose stick, downhill pipe (stick), TIG, cored-wire, MIG (CO₂ and mixed gas) and arc gouging.
- Only compact gasoline welder in North America rated at 29V for 300 amps of stick or CV welding.
- CV wire welding with up to 5/64 in. (2.0 mm) diameter electrodes.

► Digital Weld Meters

- Digital weld meters for amps and volts makes it easy to precisely pre-set your procedures and monitor actual welding output.

► Superior Arc Performance

- Lincoln Electric  Chopper Technology® – provides easy starts, a smooth arc, low spatter and excellent bead appearance.

300 Amp DC Gasoline Engine Driven Welder/Generator

APPLICATIONS

- Construction
- Maintenance and Repair
- Pipe
- Ranch/Farm



FEATURES CONT'D.

► Peak Single-Phase AC Generator Power for Motor Starting

- 10,500 watts peak; 12,000 for EFI.
- 9,500 watts continuous for high capacity needs such as a back-up generator, powering a Lincoln Electric Invertec® inverter welder. Also use for lights, a grinder or other power tools.
- AC generator voltage is constant at 120V or 240V at any weld dial setting.

► Skewed Rotor Design

- Skewed rotor design provides AC power suitable for operating Lincoln Electric inverter power sources. Lincoln Electric was the first in the welding industry with this feature.

► Rugged Reliability

- Welding and AC Generator Outputs rated at 104°F (40°C).

INPUT



OUTPUT



Powered By:

KOHLER.



Two Year Extended
Warranty Available in
the U.S.A. and Canada



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Property & Casualty Insurance Renewal

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	In fiscal year 2016-17 the city made the switch to Travelers and Liberty Mutual Insurance to cover city buildings, equipment and vehicles. At renewal this year, our insurance agents, Apex Insurance and Terry Watkins Insurance, have received a renewal from Travelers and Liberty Mutual Insurance with a small increase. The proposed annual premium is \$440,958 and is recommended for your approval.
City Manager's Remarks:	Your approval of this renewal is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Travelers and Liberty Mutual Coverage Summary
2017 - 2018

COVERAGE	EXPIRING PREMIUM	ANNUALIZED PREMIUM	PROPOSED PREMIUM	CARRIER	EXPIRING LIMITS	PROPOSED LIMITS	NOTES	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
GENERAL LIABILITY Products/Completed Operations Personal & Advertising Injury Damage to Premises Rented to You Failure to Supply Sexual Abuse	\$31,574 Included Included Included Included	\$34,161.98 Included Included Included Included	\$33,830 Included Included Included Included	Travelers Travelers Travelers Travelers Travelers	\$1,000,000/\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000/\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000	Each Occurrence/ General Aggregate Aggregate Each Occurrence Each Occurrence Each Occurrence	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000
PUBLIC OFFICIALS ERRORS & OMISSIONS Reim Date: 6/30/1998 Limited Special Expenses - Key Employees Defense Expenses Reimbursement for Injunctive Relief	\$20,555 Included Included Included	\$22,152.08 Included Included Included	\$20,533 Included Included Included	Travelers Travelers Travelers Travelers	\$1,000,000/\$2,000,000 \$50,000 \$10,000 \$10,000	\$1,000,000/\$2,000,000 \$50,000 \$10,000 \$10,000	Each Wrongful Act/Aggregate Aggregate Each Occurrence Each Occurrence	\$25,000 10% 10% 10%	\$25,000 \$25,000 \$25,000 \$25,000
EMPLOYMENT PRACTICES LIABILITY Reim Date: 6/30/1998	\$30,192 Included	\$20,795.24 Included	\$30,198 Included	Travelers Travelers	\$1,000,000/\$2,000,000 \$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000 \$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate Each Wrongful Act/Aggregate	\$25,000 \$25,000	\$25,000 \$25,000
LAW ENFORCEMENT LIABILITY Reim Date: 6/30/1998	\$31,658 Included	\$32,187.72 Included	\$32,380 Included	Travelers Travelers	\$1,000,000/\$2,000,000 \$1,000,000/\$3,000,000	\$1,000,000/\$2,000,000 \$1,000,000/\$3,000,000	Each Wrongful Act/Aggregate Each Offense/Aggregate	\$25,000 \$1,000	\$25,000 \$1,000
EMPLOYEE BENEFITS LIABILITY Reim Date: 6/30/1998	\$381 Included	\$381 Included	\$381 Included	Travelers Travelers	\$1,000,000/\$3,000,000 \$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000 \$1,000,000/\$3,000,000	Each Offense/Aggregate	\$1,000 \$1,000	\$1,000 \$1,000
AUTOMOBILE LIABILITY Uninsured/Underinsured Motorist Hired Auto Non-Owned Auto Medical Payments Number of Units with Liability	\$130,235 Included Included Included Included	\$129,994 Included Included Included Included	\$134,247 Included Included Included Included	Travelers Travelers Travelers Travelers Travelers	\$1,000,000 \$75,000 Covered Covered \$5,000 311	\$1,000,000 \$75,000 Covered Covered \$5,000 308	Any Auto Any Auto Includes Trailers	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000
AUTOMOBILE PHYSICAL DAMAGE Comprehensive/Collision	\$35,150 Included	\$36,180 Included	\$36,142 Included	Travelers Travelers	\$13,877,868 \$13,877,868	\$13,877,868 \$13,877,868		\$1,000/\$1,000 \$1,000/\$1,000	\$1,000/\$1,000 \$1,000/\$1,000
PROPERTY Blanket Building Blanket Personal Property Blanket Business Income/Extra Expense Hardware & Media	\$120,716 Included Included Included Included	\$123,223 Included Included Included Included	\$121,459 Included Included Included Included	Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual	\$39,781,285 \$28,839,800 \$100,000 \$3,510,000 \$5,000,000	\$90,893,862 \$28,839,800 \$100,000 \$3,510,000 \$5,000,000	Agreed Amount/Replacement Cost Agreed Amount/Replacement Cost Per Occurrence/Aggregate Per Occurrence/Aggregate	\$10,000 \$10,000 72 Hours \$10,000 \$100,000	\$10,000 \$10,000 72 Hours \$10,000 \$100,000
FLOOD COVERAGE EARTHQUAKE COVERAGE	Included Included	Included Included	Included Included	Liberty Mutual Liberty Mutual	\$5,000,000 \$5,000,000	\$5,000,000 \$5,000,000	Per Occurrence/Aggregate Per Occurrence/Aggregate	\$100,000 \$100,000	\$100,000 \$100,000
EQUIPMENT BREAKDOWN Expediting Expenses Hazardous Substances Perishable Goods CFC Refrigerants	Included Included Included Included	Included Included Included Included	Included Included Included Included	Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual	\$100,000 \$100,000 \$100,000 \$100,000 \$100,000	\$100,000 \$100,000 \$100,000 \$100,000 \$100,000		\$10,000 \$10,000 \$10,000 \$10,000 \$10,000	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000
CRIME Employee Theft Forgery and Alteration Inside the Premises - Theft of Money & Securities Inside the Premises - Robbery or Safe Burglary of Other Outside the Premises Computer Fraud Funds Transfer Fraud Money Order & Commercial Paper	\$717 Included Included Included Included Included Included Included	\$717 Included Included Included Included Included Included Included	\$739 Included Included Included Included Included Included Included	Travelers Travelers Travelers Travelers Travelers Travelers Travelers Travelers	\$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000	\$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000		\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000
LAND MARINE Miscellaneous Scheduled/Unscheduled Contractors Equipment	Included Included	Included Included	Included Included	Liberty Mutual Liberty Mutual	\$210,018 \$3,380,731	\$212,180 \$3,380,731	Actual Cash Value Actual Cash Value	\$2,500 \$2,500	\$2,500 \$2,500
CYBER LIABILITY	\$605 Included	\$605 Included	\$694 Included	Travelers	\$25,000	\$25,000	Each Wrongful Act/Aggregate Limit	\$1,000	\$1,000
EXCESS LIABILITY	\$310,000 Included	\$310,000 Included	\$230,888 Included	Travelers	\$4,000,000/\$4,000,000	\$4,000,000/\$4,000,000	Each Claim/Aggregate	\$10,000	\$10,000
TERRORISM COVERAGE	Included	Included	Included						
TOTAL PREMIUM	\$432,200	\$433,438	\$440,555						





City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Telephone System

SubCategory:	Bid Award/Purchases					
Department Name:	Fiber					
Department Summary Recommendation:	The Fiber Department has been working with Bartow County IT on the replacement options for the existing City/County Telephone System that was installed in 1996. The existing AT&T system is at the end of life and city and county staff have been working with AT&T on a replacement system. We had hoped to “get-by” with the existing system until the 2020 SPLOST so we would have a funding source for the system replacement. However, due to the sinkholes that developed on the Cook Street property and the pending move of the Fiber Department Node Building, it makes sense for a new system to be installed during this time as all city and county facilities will be out of service during this move. If we move the existing AT&T system during 2017 and delay the purchase of a new system until a later date, then when a new system is eventually installed, all facilities will again be out of service while the new telephone system is installed. Therefore, it makes more sense to only have one telephone outage while we move to a new facility. The cost for the system and maintenance is based on the number of telephones countywide, and is estimated at 65% for Bartow County and 35% for the City. City and County staff have received two proposals for the same Shoretel Voice over IP (VOIP) telephone system as follows:					
			Estimated Cost for Additional Server & Other IT Cabling	Total Estimated Cost for Entire System	County Share of System (65%)	City Share of System (35%)
	Vendor	Shoretel VOIP System				
	CNP Technologies	\$553,733.32	\$5,000	\$558,733.32	\$195,556.66	\$363,176.66
	CNP Technologies with 5 Year prepaid Maintenance	\$831,526.31	\$5,000	\$836,526.31	\$292,784.21	\$543,742.10
	Staff has negotiated a 90-day delay in maintenance costs which are shown above until October 1, 2017 when we anticipate being closer to system implementation. If approved, the city will have funding for this new system through the GMA lease pool and is budgeted item for the Fiber Department in Fiscal Year 2017-18 budget. In addition, Peter Olson is in agreement with the new telephone purchase and the 65% share of the telephone system costs. I recommend approval of the telephone system from CNP Technologies with the five-year prepaid maintenance.					
City Manager's Remarks:	Your approval of this item is recommended.					
Financial/Budget Certification:	This is a FY 2018 budgeted item in the fiber fund capital outlay. It will be a leasepool item with partial reimbursement from the county for their share of the switch.					
Legal:						
Associated Information:						



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Creation of Business Improvement District

SubCategory:	Proposals
Department Name:	Downtown Development Authority
Department Summary Recommendation:	The Downtown Development Authority has received approval from over 51% of the downtown business owners to create a business improvement district (BID) and assess a property tax millage rate in this district. The property taxes collected in the BID will be spent according to the Management Plan that is attached. Per Georgia law the Downtown Development Authority formally requests the City Council to review the proposed BID and Management Plan. If approved, then the City Council would ask city staff to review the proposal and if approved by city staff, then an advertisement will be placed in the newspaper announcing a public hearing at a future City Council meeting. At this time, I request that the City Council approve the proposed BID and Management Plan and submit it to city staff for their review and approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**DOWNTOWN CARTERSVILLE
BUSINESS IMPROVEMENT DISTRICT
(BID)**



Cartersville

Downtown Development Authority

MANAGEMENT PLAN

CONTENTS

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What is the Downtown Business Improvement District (BID)	3
Why Establish a Business Improvement District	4
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Assessment Methodology	6
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Downtown Cartersville BID Boundary Map	8

WHAT IS THE DOWNTOWN CARTERSVILLE BID?

The Cartersville Business Improvement District (BID), was established in June 2002 by the majority support of property and business owners who desired additional services and improvements in the downtown district.

It calls for a special tax assessment to be levied on properties within the downtown, the cost of which was originally determined by property owners and merchants.

Although funds are collected by the City, they are passed directly to the DDA to be used for BID purposes, which means they can only be used to improve or promote downtown. They cannot be used to pay for operational expenses.

The BID was renewed for a 10 year term in June 2007, and as such expires in June 2017 unless extended. Once extended, the payment is mandatory, guaranteeing that everyone within the District contributes. Non-payment results in the same penalties as failure to pay real property tax. BIDs are fundamentally a legal mechanism to raise funds to enhance the management of the downtown area.

According to the International Downtown Association, there are more than 1,500 property-based Business Improvement Districts currently in operation throughout the United States and Canada. Within Georgia, there are numerous BID communities with varied purposes including such cities as Rome, Athens, Columbus, Americus, Valdosta, Albany, and Atlanta, just to name a few.

The Cartersville BID represents an important movement by property owners and business leaders to establish a well-funded organization working to ensure a positive image, supplement services, promote businesses, market attractions and events, and respond to challenges from other competitive developments within the region.

ADVANTAGES

- Designed, created, and governed by those who pay the assessment through the DDA Board of Directors that supervise operations, review activity reports, and approve and monitor the annual budget.
- Administered through the Downtown Development Authority, a management organization of dedicated professionals.
- Authorized for a 10-year term, and can be renewed, through the petition process. That same petition process can end the BID should property owners decide it is no longer needed.
- The managing organization has years of experience providing a wide range of services including special events, marketing, promotion, business recruitment, maintenance, and hospitality.
- Everyone benefits and everyone pays.

WHY ESTABLISH A BID?

The Business Improvement District (BID) plays a major role in the remarkable growth of the downtown area. BID monies have funded benches and trash cans in our downtown, offset costs for advertising and marketing, and it supports the sign and façade grant program administered through the DDA. One hundred percent of the funds collected go towards improvements and enhancements of the Downtown Business District.

Historic downtown offers a quality of life that is second to none. It is a great place to grow a business, enjoy culture and entertainment, shop, dine, and socialize. To maintain this momentum, attract new investment, and protect existing investments downtown, property and business owners decided to establish a Business Improvement District because they desired to:

1. Provide consistent funding for services to maintain the positive image that citizens and visitors have of the downtown area. It is important to maintain this image in order to compete economically because the value of a single piece of property is not determined solely by the investments made in that property. Rather, a major portion of that property's value is derived from how investors, businesses, and visitors view the entire downtown area. Property owners want to maintain the positive image.

2. Maintain Private Sector Management and Accountability. The Cartersville DDA manages the BID. A Board of Directors that is representative of the property and business owners paying assessments refines and approves the annual work plan and budget based on a yearly management plan. The Board of Directors is accountable to those property and business owners paying into the District will ensure the services provided by the BID are subject to very high private sector performance standards and controls.

3. Market, Promote, and Attract new Business and Investment. The District competes with shopping centers, office parks, and managed attractions to draw tenants, visitors, and investors. To remain competitive and viable in the region, we must finance the BID to support a proactive strategy for retaining business and tenants as well as recruiting new business and investment. The events, programming, promotions, and publication of promotional materials all contribute significantly to the continued enhancement of downtown's image.

ASSESSMENT METHODOLOGY

Property owners and business owners have agreed that the assessment formula for the management district must be balanced fairly and have a direct relationship between benefits received and costs. The following methodology is applied to district-wide from a property database that is maintained by the Bartow County Property Tax Office. The process for compiling the property database includes the following steps:

- Obtaining property data from the Tax Assessor's Office and Clerk's Office
- Designating property within the downtown boundaries as part of the Business Improvement District.

Based upon the data obtained as set forth above, the BID will yield the following assessments.

ASSESSMENT RATE: \$0.0025 (per dollar of assessed value) Assessments may change, up or down, if value information changes, however assessments will not exceed the limit of two and half mills.

ASSESSED VALUE: 40% of Fair Market Value as determined for property tax rolls for each year.

BUDGET ADJUSTMENTS: Any annual budget surplus or deficit will be rolled into the following year's BID budget.

TIME AND MANNER FOR COLLECTING: As provided by state law, the BID assessment will appear as a separate line item on annual property tax bills. Existing laws for enforcement and appeal of property taxes apply to the BID assessments.

NON-PROFITS: Property held in a non-profit status that does not currently pay real property taxes is not required to pay BID assessments.

GOVERNMENT ASSESSMENTS: The plan does not assume that the City of Cartersville, Bartow County, or properties owned by the Federal Government will pay assessments for property owned within the boundaries of the BID.

BID Funds will not be spent for any purpose not authorized by the BID management plan and approved by the DDA Board. Funds will be tracked separately from all general operating funds of the Downtown Development Authority.

MANAGEMENT PLAN SUMMARY

Initiated by property and business owners in Downtown Cartersville, the Business Improvement District Plan is designed to improve and convey special benefits to properties located within the boundaries of the BID. The Business Improvement District will provide enhanced improvements and activities, including: grants, marketing, promotion and recruitment services above and beyond those currently provided by the City of Cartersville.

Location: Cartersville Downtown Business District

Value of District: The total 100% value of the properties within the district as of January 1, 2017 which are subject to the tax is \$24,932,500. Assessed value is approximately \$9,973,000. Mileage rate for 2017 is 2.42.

Services: Downtown marketing, promotion, development, and downtown building improvements. Uses could include advertising, marketing studies, design proposals, and other economic development incentives that broadly benefit downtown.

Financing Method: A levy of assessments upon the real property and buildings which benefit from the improvements and activities

Budget: Anticipated total district budget from assessments on assessable property for each year of operations is \$24,000. Funds are allocated 90% to Promotions, Façade & Sign grants and downtown improvements and 10% to administration and contingency reserve. BID funds are not used for general operating cost of the DDA.

Cost: Annual assessments are based upon an allocation of specific program costs. One property assessment variable, assessed value is used in the calculation. Assessments will be levied only on real property within the District. No personal property assessments will be levied.

Duration: The district will have a 5-year life starting in July 2017 which will expire in June 2022 unless re-approved by at least 51% in number or value of the property owners assessed the tax within the district.

Governance: The District budgets and policies will be refined annually, within the limitation set forth in the management plan by the DDA Board of Directors as representatives of the property and business owners.



The City Council of the City of Cartersville adopts the Downtown Business Improvement District as indicated herein.

Boundaries. The boundaries of the Downtown Business Improvement District are as follows:

Begin at the point of intersection of the northern right-of-way of Leake Street with the Eastern right-of-way of S. Bartow Street, said point being the Point of Beginning.

Thence along the northern right-of-way of Leake Street to the point of intersection with the western right-of-way of S. Tennessee Street; thence along the western right-of-way of S. Tennessee Street and N. Tennessee Street to the point of intersection with the northern right-of-way of Church Street, thence along the northern right-of-way of Church Street to the point of intersection with the western right-of-way of Gilmer Street; thence along the western right-of-way of Gilmer Street to the point of intersection with the northern property line of Bartow County Tax Parcel C001-0001-001; thence along the northern property line of Bartow County Tax Parcel C001-0001-001 to the point of intersection with the eastern right-of-way of Railroad Street a/k/a Museum Drive; thence along the eastern right-of-way of Railroad Street a/k/a Museum Drive to the point of intersection with the southern right-of-way of Church Street; thence along the southern right-of-way of Church Street to the point of intersection with the eastern property line of Bartow County Tax Parcel C002 0024 011; thence along the eastern property line of Bartow County Tax Parcel C002 0024 011 in a northern direction to the point of intersection with Northern property line of Bartow County Tax Parcel C002 0024 011; thence along the northern property line of Bartow County Tax Parcels C002 0024 011 & C0020024-010 to the point of intersection with the eastern right-of-way of Elizabeth Street; thence along the eastern right-of-way of Elizabeth Street to the point of intersection with the northern right-of-way of Church Street; then along the southern right-of-way of Church Street to the point of intersection with eastern right-of-way of N. Bartow Street; thence along the eastern right-of-way of N. Bartow Street and S. Bartow Street to the point of intersection with the northern right-of-way of Leake Street, said point being the Point of Beginning.



City of Cartersville

**City Council Meeting
6/15/2017 7:00:00 PM
Gas Department Building Concept Plan**

SubCategory:	Discussion
Department Name:	Administration
Department Summary Recommendation:	City staff has been working with Pond & Company Architectural Firm on the design of the new Gas Department, Maintenance Building, Fuel Island and Recreational Pond to be located on Old Mill Road. We presented this information to residents and received minimal feedback on the look of the buildings. Most of the discussion centered around fencing of the property and traffic on Old Mill Road. Before moving forward on the project, we would like approval from the City Council on the look of the buildings and the entire site. Attached are examples of the proposed look of the site.
City Manager's Remarks:	While technically this doesn't require Council approval, we would like a nod that the concept is ok with you before proceeding on this. This has been reviewed by the adjacent neighbors. Other than fencing discussion, there wasn't much input from the final meeting with the neighbors.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Attachment number 1, to Page 1 of 1





Item # 20

Attachment number 3 \nPage 1 of 1



CITY OF CARTERSVILLE GAS SYSTEM
CARTERSVILLE, GEORGIA
CONCEPT EXTERIOR PERSPECTIVE (WITH CLERESTORY WINDOWS)
DATE: JUNE 6, 2012





Attachment number 4 in Page 1 of 1



Attachment number 5 v1Page 3 of 1



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Detention Pond Fencing

SubCategory:	Discussion
Department Name:	Administration
Department Summary Recommendation:	Two ordinances have been drafted by the City Attorney regarding the fencing requirements for detention ponds per request of Council.
City Manager's Remarks:	Please identify which of these options, or variation thereof, you'd like to see put in place as policy direction in dealing with retention pond fencing.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ARCHER & LOVELL, P.C.

ATTORNEYS AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

David G. Archer
E. Keith Lovell

Phone: (770) 386-1116
Fax: (770) 382-7484

MEMORANDUM

TO: MATT SANTINI, MAYOR
CARTERSVILLE CITY COUNCIL
KARI HODGE, WARD 1
JAYCE STEPP, WARD 2
LOUIS TONSMEIRE – WARD 3
CALVIN COOLEY – WARD 4
DIANNE TATE – WARD 5
TAFF WREN, WARD 6

FROM: E. KEITH LOVELL

DATE: JUNE 7, 2017

RE: ORDINANCE – DETENTION POND FENCING

Pursuant to the Council's request, I have drafted two ordinances regarding the fencing requirements for detention ponds and have the following two for presentation to the Council:

- 1) Reducing the fencing from 6' to 4'; and
- 2) Removing the requirement for fencing in its entirety.

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 - DEVELOPMENT REGULATIONS. ARTICLE III. - GENERAL DESIGN REGULATIONS. SEC. 7.5-66. - STORM DRAINAGE DESIGN CRITERIA. PARAGRAPH (2) DRAINAGE STRUCTURES (EXCLUDING PIPE OR CULVERTS), SUBSECTION (I) IS HEREBY AMENDED BY DELETING SAID SUBSECTION IN ITS ENTIRETY AND REPLACING THEM WITH THE FOLLOWING:

1.

(2) Drainage structures (excluding pipe or culverts):

- (i) Detention facilities which are normally dry having a depth, including freeboard, greater than or equal to four (4) feet shall be fenced and have a ten-foot wide lockable gate for entrance and maintenance. The fence shall be a minimum of four (4) feet in height and shall be of the vinyl-coated chain link or wooden privacy type.

2.

All other remaining provisions of Section 7.5-66 are to remain as is and the replacement subparagraph herein is to be made part of the permitted uses in Section 7.5-66.

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: _____
MERIDITH ULMER, CITY CLERK

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 - DEVELOPMENT REGULATIONS. ARTICLE III. - GENERAL DESIGN REGULATIONS. SEC. 7.5-66. - STORM DRAINAGE DESIGN CRITERIA. PARAGRAPH (2) DRAINAGE STRUCTURES (EXCLUDING PIPE OR CULVERTS), SUBSECTION (I) IS HEREBY AMENDED BY DELETING SAID SUBSECTION IN ITS ENTIRETY AND REPLACING THEM WITH THE FOLLOWING:

1.

(2) Drainage structures (excluding pipe or culverts):

- (i) Detention facilities which are normally dry having a depth, including freeboard, greater than or equal to four (4) feet may be fenced, but are not required to be and if fenced shall have a ten-foot wide lockable gate for entrance and maintenance. The fence shall be a minimum of four (4) feet in height and shall be of the vinyl-coated chain link or wooden privacy type.

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All other remaining provisions of Section 7.5-66 are to remain as is and the replacement subparagraph herein is to be made part of the permitted uses in Section 7.5-66.

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BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MERIDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
Citizen Survey Results

SubCategory:	Presentations
Department Name:	City Manager's Office
Department Summary Recommendation:	Staff will be presenting a portion of the results from the recently completed Citizen Survey regarding Quality of Life, Community Characteristics, Governance, Participation and Special Topics.
City Manager's Remarks:	This is the first portion of our recently completed survey results. No action is required by Council on this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/15/2017 7:00:00 PM
April 2017

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the three financial reports for the month of April 2017.
City Manager's Remarks:	Tom R. will cover this at Thursday's meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of April 30, 2017

62 # 101		FY 2015-16 MONTH OF April-16	FY 2016-17 MONTH OF April-17	FY 2015-16 Year to Date April-16	FY 2016-17 Year to Date April-17	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,574,523	\$1,691,457	\$30,220,128	\$19,847,387	85.53%
EXPENDITURE		\$1,743,906	\$1,753,532	\$29,407,725	\$19,127,593	82.43%
Gen. Fund Net Profit (Loss)		(\$169,383)	(\$62,075)	\$812,403	\$719,794	
WATER & SEWER						
REVENUE		\$1,393,975	\$1,481,007	\$13,503,793	\$15,118,882	72.56%
EXPENDITURE		\$940,358	\$951,350	\$10,960,330	\$11,348,156	54.46%
Wtr. & Swr. Fund Net Profit (Loss)		\$453,617	\$529,657	\$2,543,463	\$3,770,726	
GAS						
REVENUE		\$1,559,107	\$1,963,723	\$16,618,594	\$18,590,810	61.28%
EXPENDITURES		\$1,418,253	\$1,529,606	\$15,929,652	\$17,451,704	57.53%
Gas Fund Net Profit (Loss)		\$140,854	\$434,117	\$688,942	\$1,139,106	
ELECTRIC						
REVENUE		\$3,778,438	\$3,654,019	\$41,174,268	\$40,887,738	82.26%
EXPENDITURES		\$3,687,690	\$3,728,344	\$38,927,606	\$38,141,354	76.74%
Electric Fund Net Profit (Loss)		\$90,748	(\$74,325)	\$2,246,662	\$2,746,384	
STORMWATER						
REVENUE		\$114,721	\$121,950	\$1,171,155	\$1,213,112	83.88%
EXPENDITURE		\$86,196	\$102,168	\$990,649	\$1,173,832	81.16%
Stormwater Fund Net Profit (Loss)		\$28,525	\$19,782	\$180,506	\$39,280	
SOLID WASTE						
REVENUE		\$193,629	\$354,780	\$1,994,719	\$2,134,546	89.66%
EXPENDITURE		\$133,826	\$185,437	\$1,899,313	\$2,004,682	84.20%
Solid Waste Fund Net Profit (Loss)		\$59,803	\$169,343	\$95,406	\$129,864	
FIBER OPTICS						
REVENUE		\$160,920	\$232,687	\$1,653,561	\$1,763,507	93.05%
EXPENDITURE		\$101,865	\$129,614	\$1,417,853	\$1,357,245	71.61%
Fiber Fund Net Profit (Loss)		\$59,055	\$103,073	\$235,708	\$406,262	

				% of Monthly Totals to Budget
General Fund	Description	4/30/2017	FY 2017 Budget	
	Total Revenues	\$19,847,387	\$23,203,830	85.53%
	GO Bond Proceeds from School	\$0	\$0	#DIV/O!
	Property Taxes-City Portion Only	\$2,448,231	\$2,578,225	94.96%
	Local Option Sales Tax (LOST)	\$3,066,459	\$3,694,800	82.99%
	Other Taxes	\$7,199,546	\$7,993,365	90.07%
	Building Permit & Inspection Fees	\$273,260	\$220,000	124.21%
	Fines and Forfeitures	\$401,859	\$675,000	59.53%
	Operating Transfers In-City Utilities	\$2,855,644	\$3,571,700	79.95%
	Other Revenues	\$3,602,388	\$4,470,740	80.58%
	Total Expenditures	\$19,127,592	\$23,203,830	82.43%
	Personnel Expenses	\$13,498,763	\$16,338,895	82.62%
	Operating Expenses	\$4,836,852	\$6,042,510	80.05%
	Capital Expenses	\$312,268	\$366,725	85.15%
	GO Bond Proceeds from School	\$0	\$0	#DIV/O!
	Debt Pymt - JDA/CBA	\$24,009	\$0	#DIV/O!
	Library Appropriations	\$455,700	\$455,700	100.00%
Water & Sewer Fund	Total Revenues	\$15,118,882	\$20,836,040	72.56%
	Water Sales	\$9,608,317	\$9,903,000	97.02%
	Sewer Sales	\$5,023,550	\$5,770,000	87.06%
	Bond Proceeds	\$0	\$3,608,040	0.00%
	Prior Year Bond Proceeds	\$0	\$0	#DIV/O!
	Prior Year Capacity Fees	\$0	\$690,000	0.00%
	Other Revenues	\$487,015	\$865,000	56.30%
	Total Expenditures	\$11,348,157	\$20,836,040	54.46%
	Personnel Expenses	\$2,818,078	\$3,542,720	79.55%
	Operating Expenses	\$2,671,010	\$3,411,295	78.30%
	Capital Expenses	\$973,251	\$8,002,000	12.16%
	Transfer To General Fund	\$1,736,511	\$2,077,820	83.57%
	Debt Payments	\$3,149,307	\$3,802,205	82.83%
Gas Fund	Total Revenues	\$18,590,810	\$30,336,305	61.28%
	Gas Sales	\$16,724,940	\$18,739,235	89.25%
	Gas Commodity Charge	\$1,197,177	\$1,300,000	92.09%
	Bond Proceeds	\$0	\$5,449,230	0.00%
	Proceeds from Capital Leases	\$0	\$153,050	0.00%
	Other Revenues	\$668,693	\$1,765,000	37.89%
	Use of Reserves	\$0	\$2,929,790	0.00%
	Total Expenses	\$17,451,704	\$30,336,305	57.53%
	Personnel Expenses	\$1,589,972	\$2,038,330	78.00%
	Operating Expenses	\$994,697	\$1,821,270	54.62%
	Purchase of Natural Gas	\$12,029,780	\$13,232,770	90.91%
	Transfer to General Fund	\$2,554,886	\$3,070,825	83.20%
	Capital Expenses	\$282,369	\$10,173,110	2.78%

Item # 23

	Description	4/30/2017	FY 2017 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$40,887,738	\$49,703,855	82.26%
	Electric Sales	\$39,608,252	\$48,255,720	82.08%
	Other Revenues	\$1,279,486	\$1,448,135	88.35%
	Total Expenses	\$38,141,355	\$49,703,855	76.74%
	Personnel Expenses	\$1,995,426	\$2,411,910	82.73%
	Operating Expenses	\$1,030,475	\$1,397,270	73.75%
	Purchase of Electricity	\$32,179,023	\$41,900,900	76.80%
	Capital Expenses	\$695,626	\$1,313,135	52.97%
	Transfer to General Fund	\$2,240,805	\$2,680,640	83.59%
Stormwater Fund	Total Revenues	\$1,213,112	\$1,446,250	83.88%
	Stormwater Revenues	\$1,199,375	\$1,340,000	89.51%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$13,737	\$11,250	122.11%
	Proceeds from Capital Leases	\$0	\$95,000	0.00%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,173,832	\$1,446,250	81.16%
	Personnel Expenses	\$641,359	\$616,720	104.00%
	Operating Expenses	\$466,915	\$579,465	80.58%
	Capital Expenses	\$65,558	\$250,065	26.22%
Solid Waste Fund	Total Revenues	\$2,134,546	\$2,380,750	89.66%
	Refuse Collections Revenues	\$1,944,122	\$2,181,550	89.12%
	Other Revenues	\$50,091	\$44,200	113.33%
	Proceeds From Capital Leases	\$140,333	\$155,000	90.54%
	Total Expenses	\$2,004,682	\$2,380,750	84.20%
	Personnel Expenses	\$849,314	\$1,086,565	78.17%
	Operating Expenses	\$1,014,914	\$1,139,185	89.09%
	Capital Expenses	\$140,454	\$155,000	90.62%
Fiber Optics Fund	Total Revenues	\$1,763,507	\$1,895,220	93.05%
	Fiber Optics Revenues	\$1,524,539	\$1,785,475	85.39%
	GIS Revenues	\$89,000	\$104,000	85.58%
	Other Revenues	\$149,968	\$5,745	2610.41%
	Total Expenses	\$1,357,245	\$1,895,220	71.61%
	Personnel Expenses	\$613,855	\$751,885	81.64%
	Operating Expenses	\$642,166	\$924,900	69.43%
	MEAG Telecom Statewide Pymt	\$6,872	\$9,435	0.00%
	Debt Payment to Electric Dept	\$0	\$0	0.00%
	Capital Expenses	\$94,352	\$209,000	45.14%

EC # wa1

Cash Position

	6/30/16	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16
Total Unrestricted Cash Balance	\$22,580,760.97	\$23,043,518.48	\$24,400,752.42	\$24,852,012.13	\$28,550,820.83	\$28,729,936.81	\$29,236,794.26
Total Restricted Cash Balance	\$63,414,957.28	\$63,140,439.64	\$63,887,043.37	\$64,526,787.10	\$63,362,281.90	\$65,126,782.85	\$65,913,404.35

Cash Position

	1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17
Total Unrestricted Cash Balance	\$29,808,375.30	\$30,513,726.12	\$30,572,907.94	\$32,131,146.80		
Total Restricted Cash Balance	\$65,706,022.40	\$66,320,232.85	\$65,931,757.00	\$66,837,442.98		

Highlights for the Month of April 2017:

Unrestricted cash increased slightly due to increased cash in the general fund, electric fund, water fund, gas fund, fiber fund, and solid waste fund.

Restricted cash increased due to increased cash in the hotel/motel fund, SPL OST 2014 fund, debt service funds, and the pension fund.