



City of Cartersville

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

COUNCILPERSONS:

Matt Santini – Mayor
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 – 1/5/2017
Work Session – 6:00 P.M.

CITY MANAGER:
Sam Grove

CITY ATTORNEY:
David Archer

CITY CLERK:
Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. December 15, 2016 (Pages 1-14)

[Attachments](#)

B. Appointments

1. City Clerk (Page 15)

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2. Deputy City Clerk (Page 16)

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3. Convention and Visitors Bureau (Pages 17-18)

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C. Presentations

1. Fiscal Year 2016 Audit Presentation (Page 19)

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D. Second Reading of Ordinances

1. Adoption of the 2017 City of Cartersville Pension Plan and Amendment to the Current City of Cartersville Pension Plan (Pages 20-24)

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2. Revision to Municipal Court Ordinances (Pages 25-40)

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E. First Reading of Ordinances

1. Alcohol Ordinance Amendment - Distance from MU for Retail Sales (Pages 41-42)

[Attachments](#)

F. Resolutions

1. Resolution adopting the Cartersville Capital Improvements & Short Term Work Program Elements for the Comprehensive Plan (Pages 43-44)

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G. Other

1. Floyd County Taxes (Pages 45-47)

[Attachments](#)

2. Natural Gas Association of Georgia Dues (Pages 48-49)

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H. Bid Award/Purchases

1. Backhoe Trailer for Gas Dept. (Pages 50-53)

[Attachments](#)

2. Electric Department 300 kVA Transformer Purchase (Pages 54-58)

[Attachments](#)

3. Center Road Pump Station – Operation Control Valve (Pages 59-62)

[Attachments](#)

4. Pettit Creek Temporary Bridge Construction – CW Matthews (Pages 63-67)

[Attachments](#)

I. Contracts/Agreements

1. Real Estate Lease Agreement (Pages 68-76)

[Attachments](#)

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



City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
December 15, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 December 15, 2016
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by the Cartersville High School 2016 Championship Football Team

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; Connie Keeling, City Clerk and Keith Lovell, Assistant City Attorney. Lindsey McDaniel Council Member Ward Four; and David Archer, City Attorney were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. December 1, 2016

A motion to approve the December 1, 2016 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

B. Proclamation

1. Cartersville High School Football Team

Mayor Santini stated that it was his honor to congratulate and present a Proclamation to the Cartersville High School 5AAAA State Champion Football Team for their outstanding undefeated season. Coach King came forward and thanked the City for all of their support.

C. Appointments

1. Bartow County Board of Health

Sam Grove, City Manager stated that Tonya Emery was originally appointed to the Board of Health to fill the unexpired term due to the passing of Edsel Dean and has been an excellent addition to the Board. As she is willing to continue to serve in this capacity, Mr. Grove recommended approval of the re-appointment of Tonya Emery to the Bartow County Board of Health, term to expire December 31, 2022.

A motion to approve appointment of Tonya Emery was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

2. Appointment and Swearing in of Municipal Court Judge

Sam Grove, City Manager stated that this is the annual reappointment of Municipal Court Judge, Harry White and recommended approval.

A motion to approve the appointment of Harry White was made by Council Member Wren and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

3. Appointment and Swearing in of Assistant Municipal Court Judge

Sam Grove, City Manager stated that this is the annual reappointment of Assistant Municipal Court Judge, Jay Choate and recommended approval.

A motion to approve the appointment of Jay Choate was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

Connie Keeling, City Clerk administered the oaths of office to the two judges.

D. First Reading of Ordinances

1. Adoption of the 2017 City of Cartersville Pension Plan and Amendment to the Current City of Cartersville Pension Plan

Sam Grove, City Manager stated that this is a proposed Ordinance will amend Chapter 16- Personnel. Article II - Employee Benefits. Division 2.- Retirement Plan Sec. 16-51.- Adopted; Short Title; Definition.

1. This ordinance will adopt the Second Amendment to The City of Cartersville Pension Plan and also adopt the City of Cartersville 2017 Pension Plan.

2. This ordinance will amend the current City of Cartersville Pension Plan so that no new participants shall be allowed to participate in the existing City of Cartersville Pension Plan. Any current eligible City of Cartersville employee hired prior to January 1, 2017 will be allowed to participate in the current City of Cartersville Pension Plan, accrue benefits, and retire under the provisions of the current City of Cartersville Pension Plan.

3. Current Active City of Cartersville retirees and future benefits accrued for Deferred/Terminated retirees will not be affected.

4. This ordinance will adopt the City of Cartersville 2017 Pension Plan. All eligible employees hired on or after January 1, 2017 will be participants in the City of

Cartersville 2017 Pension Plan. Any prior employees, rehired on or after January 1, 2017 would be participants in the City of Cartersville 2017 Pension Plan.

Mr. Grove recommended approval.

NO ACTION REQUIRED

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 CHAPTER 16 - PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. - RETIREMENT PLAN SEC. 16-51. - ADOPTED; SHORT TITLE; DEFINITION is hereby amended by adding the following new paragraphs (c), (d), and (e) the remaining provisions shall remain as is:

1.

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

- (c) That the Second Amendment to the Plan most recently adopted and restated on April 28, 2011, is adopted as amended and restated as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the Second Amendment to Plan is kept by and maintained at the City Clerk's Office. This Plan covers employees hired before January 1, 2017.**
- (d) That the 2017 Pension Plan is adopted as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the 2017 Pension Plan is kept by and maintained at the City Clerk's Office. This Plan covers employees hired on or after January 1, 2017.**
- (e) Upon adoption of an amendment to the Pension Plan, the proper officers of the Employer and the Pension Board are hereby authorized and directed to take each other and further action on the advice of counsel, including the making of additional amendments not inconsistent with the general tenor of the foregoing, so that the Plan, as amended, continues to meet the qualification requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the implementing trust there under continues to be tax-exempt under said Code, and the 2017 Plan satisfies the qualification requirements of Section 401(a) of the Code, and the implementing trust there under is tax-exempt under said Code.**

2.

All other remaining provisions of Section 16-51 are to remain as is and the additional paragraphs herein are to be made part of the permitted uses in Section 16-51.

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 this the 15th day of December 2016.

ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Meredith Ulmer

Meredith Ulmer

Deputy City Clerk

2. Revision to Municipal Court Ordinances

Keith Lovell, Assistant City Attorney stated that this is a re-evaluation and adjustment to Municipal Court fees and sessions. Regular Session Ordinance 13-2 is to allow for the Judge to schedule Court around holidays and not have Court on the 5th Monday of any month with five Mondays. Sec 13-24 updates the Municipal Court fee structure related to State mandatory minimum fees. Mr. Lovell recommended approval.

NO ACTION REQUIRED

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 CHAPTER 13. MUNICIPAL COURT, SECTION 13-24. – SURCHARGES AND COURT COSTS, BY DELETING PARAGRAPHS (C) AND (D) AND RENUMBER THE REMAINING AS FOLLOWS:

1.

Sec. 13-24. - Surcharges and court costs.

- (a) *State surcharges.*** The municipal court shall impose all add on fees or surcharges required by state, federal or local law.
- (b) *Interpreter fees.*** The municipal court shall be authorized to impose fees for providing an accused with the services of an interpreter in accordance with the rules and regulations set forth by the Georgia Supreme Court.
- (c) *Bail or bond.*** In all cases in which bail or bond is posted, all required surcharges are to be added to same and shall be posted.
- (d)** All surcharges shall be paid into the city's general fund or dedicated accounts as may be established from time to time and are to be disbursed as provided for by law.
- (e)** The Judge, Mayor, or City Council may impose additional surcharges as authorized by the Charter or State Law.

2.

This ordinance shall become effective immediately upon its adoption by the City Council.

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 this the 15th day of December 2016.

ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Meredith Ulmer
Meredith Ulmer
City Clerk

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 CHAPTER 13. MUNICIPAL COURT, SECTION 13-2. – REGULAR SESSION, BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

1.

“Sec. 13-2. – Regular sessions.

(a) A regular session of the court shall be held once each week at a fixed hour of a fixed day as may be determined by the judge, provided such session may be dispensed with when there is no business pending in the court and no cases ready for trial.

(b) There shall be no regular session of Court the weeks of Thanksgiving, Christmas, and New Year’s, or on any legal holiday unless otherwise determined by the Judge. Additionally, in any month with five (5) Mondays, there shall be no regular session of court on the fifth (5th) Monday of the month unless determined by the Judge.

2.

CHAPTER 13. MUNICIPAL COURT. SECTION 13-2. – SURCHARGE AND COURT COSTS is hereby amended by deleting paragraphs (c) and (d) in their entirety and renumbering paragraphs (e) to (c) and (f) to (d) as follows:

(c) *Bail or bond.* In all cases in which bail or bond is posted, all required surcharges are to be added to same and shall be posted.

(d) All surcharges shall be paid into the city's general fund or dedicated accounts as may be established from time to time and are to be disbursed as provided for by law.

3.

This ordinance shall become effective immediately upon its adoption by the City Council.

4.

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 this the 15th day of December 2016.

ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Meredith Ulmer

Meredith Ulmer

City Clerk

E. Other

1. Capacity Fee Reduction for Homeless Shelter and Low Income Transitional Housing

Keith Lovell, Assistant City Attorney stated that this is a Resolution and Agreement for the Homeless Shelter reducing capacity fees for some low income transitional housing. The Water Department has provided the current capacity fee of \$2,320.00. The Council will need to decide the percentage of reduction for each housing unit. Mr. Lovell stated that the City shall have to reimburse to the capacity fee fund from its general fund the discounted amount. Mr. Lovell recommended approval.

A motion to approve the Resolution No. 27-16 and reduction at 50% of the normal fee was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0 (Council Member Stepp recused himself due to a conflict of interest)

Resolution No. 27-16

WHEREAS, the Mayor and City Council have determined that there is a need for low income transitional housing in the City of Cartersville;

WHEREAS, the Mayor and City Council of the City of Cartersville deem it in the best interest of the City and its inhabitants to provide low income transitional housing to promote and protect the general safety, health, welfare, peace, security, good order, comfort, convenience, and morals of the City and its inhabitants;

WHEREAS, the Homeless Shelter Action Committee, Inc., a Georgia non-profit corporation (hereinafter referred to as "Shelter") owns property at 8, 10, 12, 14, 16, 18, 20, and 22 Johnson Cove in the City of Cartersville, Georgia;

WHEREAS, the Shelter desires to construct low income transitional housing on said properties; and

WHEREAS, in order to assist and incentivize construction of low income transitional housing, the City proposes to reduce its water and sewer capacity fees by Fifty (50%) percent

NOW, THEREFORE, BE IT AND IS HEREBY RESOLVED, by the Mayor and City Council that for the construction of low income transitional housing at 8, 10, 12, 14, 16, 18, 20 and 22 Johnson Cove, Cartersville, Georgia, by the Shelter, that the City shall reduce its water and sewer capacity fees by Fifty (50%) percent for each unit constructed. The City shall, from its general fund, refund the water and sewer capacity fee the amount of said reduction in fees to the Shelter. Furthermore, the Mayor and City Council hereby authorize the Mayor and City Clerk to execute the contract attached as Exhibit "A" providing the terms and conditions which shall be complied with by both parties to provide for the reduction in water and sewer capacity fees and construction of low income transitional housing.

ADOPTED this the 15th day of December 2016.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

F. Deed of Gift

1. Lot 51 Dedication of Lenox Park

Keith Lovell, Assistant City Attorney stated that this Resolution and Deed of Gift is for Lot 51 in Lenox Park that the property owner wishes to dedicate to the City of Cartersville. Mr. Lovell recommended approval.

A motion to approve the Resolution No. 28-16 and Deed of Gift for Lot 51 Lenox Park was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Resolution No. 28-16

WHEREAS, the property owner of the property described on Exhibit "A" and in the Deed of Gift attached hereto and incorporated herein as Exhibit "B" (hereinafter

referred to as the “Property”) has approached the City of Cartersville to donate said property;

WHEREAS, the Mayor and City Council of the City of Cartersville have reviewed the request and determined that acceptance of the Property by the City furthers its objectives to provide sufficient right of way for Lenox Park Avenue;

WHEREAS, the acceptance of the donation is recommended by the City Manager;

WHEREAS, the Property is currently appraised at \$22,500.00 by Glen Harris, Harris Appraisal Service, as of November 15, 2016; and

WHEREAS, Lenox Holdings, LLC has agreed to donate the Property to the City for its appraised value of \$22,500.00.

NOW, THEREFORE, BE IT AND IS HEREBY RESOLVED, by the Mayor and City Council that it accept the donation by Lenox Holdings, LLC of the Property that is being described on Exhibit “A” and also referenced as Lot 51 of Lenox Park, bearing street address 12 Park Circle, according to the present system of numbering houses in the City of Cartersville, Bartow County, Georgia at its appraised value as determined by the appraisal by Glen Harris, Harris Appraisal Service dated November 15, 2016 of \$22,500.00 and the Mayor and City Council hereby accept the donated value of \$22,500.00 for said Property. Additionally, the Mayor and City Clerk are authorized to sign any and all necessary documents requested by Lenox Holdings, LLC in regard to the acceptance of this donation and for tax purposes.

ADOPTED this the 15th day of December 20116.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

G. Contracts and Agreements

1. Aldi Relocation Agreement

Brian Friery, Gas Department Engineer stated that this agreement is to relocate a gas main for the installation of additional drainage on the Aldi site. Aldi will reimburse the City for moving the gas line and Mr. Friery recommended approval.

A motion to approve the relocation agreement was made by Council Member Tonsmeire

and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

H. Easements

1. Georgia Transmission Corporation Easements and Settlement Agreement

Keith Lovell, Assistant City Attorney stated the these two (2) Easements and a Settlement Agreement for Parcel 15 and Parcel 16 off of Sugar Valley Road that are needed by Georgia Transmission Company for a line extension and improvements. Mr. Lovell recommended approval.

A motion to approve the Easements and Settlement Agreement was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

2. OmniChem Easement

Keith Lovell, Assistant City Attorney stated that this easement is necessary to complete Phase III of the Erwin Street water main replacement. The project will replace the final leg of the Erwin Street water main from Aubrey Street to Porter Street (2,250 feet). This final segment will replace a mix of 8-inch and smaller unlined cast iron pipe (90 years old) with a new 12-inch main. An additional benefit to the project will be greater feed volume to the Cassville Road area. Currently, the Cassville Road 12-inch main is fed by a 10-inch main which does not allow it to reach full capacity. Completion of this project will provide a continuous 12-inch feed from the 36-inch main on Old Mill Road to Cassville Road. This should also enhance feed volume to the 10-inch connection on Goodyear Avenue which supplies virtually all of Cassville Road north of the railroad underpass at ATCO. Mr. Lovell recommended approval.

A motion to approve the OmniChem Easement at a purchase price of \$25,535 was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

I. Bid Award/Purchases

1. Secondary Screw Pump #4 Gear Box Replacement

Bob Jones, Water and Sewer Superintendent stated that on October 20, 2016 Council authorized a rebuild of the secondary #4 screw pump (2-4) gearbox by Motor & Gear Engineering. Motor & Gear began work immediately after that authorization but stopped work once disassembly was complete. During disassembly it became apparent that a rebuild would be far more expensive than originally thought due to excessive wear. On November 17, Bart Sears (Wastewater Superintendent), Sidney Forsyth (Operations Manager) and Mr. Jones went to the Motor & Gear facility to inspect the gearbox ourselves. The wear/damage was apparent even to our untrained eye. After our own inspection, it was quickly concluded that replacement was the most cost effective option.

Mr. Jones stated that bids were solicited for an exact replacement D.O. James gearbox and recommended approval of the low bid from Overton Chicago Gear in the amount of \$22,975.00.

A motion to approve the low bid from Overton Chicago Gear was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

(Items 2 and 3 were voted as one motion)

2. Bio-Reactor 2 #2 Aerator Rebuild

Bob Jones, Water and Sewer Superintendent stated that when the number 5 aerator went down in Polishing Basin 2 (P2A5) the aerator from Bio-Reactor 2 #2 (Bio2-2) was cannibalized as a replacement. The Bio2-2 aerator was original equipment from 1986. This aerator functioned for approximately one month before experiencing a failure of the low-speed pinion and associated drive gears. Motor & Gear Engineering just completed a rebuild of the same model gearbox for us which is now installed and functioning in the P2A5 position.

Mr. Jones stated that Motor & Gear has quoted a price of \$63,925.00 to repair the Bio2-2 unit and recommended them as a sole source provider of this rebuild based on our actual quoting of the P2A5 aerator repair.

3. Bio-Reactor 2 #3 Aerator Rebuild

Bob Jones, Water and Sewer Superintendent stated that the gearbox for the Bio-Reactor 2 # 3 Aerator (Bio2-3) has failed. Per the inspection report conducted by Motor & Gear Engineering, the gearbox reached the end of its useful life and suffered multiple bearing failures. These failures would be considered normal wear items given the 30 year service life of the equipment.

Mr. Jones stated that Motor & Gear has quoted a price of \$34,960.00 to repair the Bio2-3 unit and recommended approval of them as a sole source provider of this rebuild based on our actual quoting of the P2A5 aerator repair.

A motion to approve both of the Bio-Reactor rebuilds by Motor and Gear was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

4. 2017 Citizen Survey

Rebecca Bohlander, Communications/Public Relations Manager stated that this invoice is from National Research Center, Inc. (NRC) for the 2017 Citizen Survey. Ms. Bohlander stated that this first invoice is \$9,500 and the second invoice will come once survey is complete. Project total is \$13,860. Ms. Bohlander recommended approval.

A motion to approve 2017 Citizen Survey was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

5. Barracuda Email Archive Support Renewal

Dan Porta, Assistant City Manager stated that the Fiber Department requests approval to renew our email archive support with Barracuda at an annual cost of \$7,348.

A motion to approve the renewal with Barracuda was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

6. One Beacon Insurance Deductible

Dan Porta, Assistant City Manager stated that the city has received an invoice from our former property and casualty insurance carrier, One Beacon regarding three open lawsuits and/or accident. The amount due on these three open claims is the city's portion of the insurance deductible. The total due on these three open claims is \$24,556.61 and Mr. Porta recommended approval.

A motion to approve the One Beacon Insurance Deductible was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

J. Discussion

1. 2020 SPLOST Projects

Dan Porta, Assistant City Manager stated that city staff has met and prepared a list of items to potentially include on a 2020 SPLOST Referendum. The revenue forecast for the 2020 SPLOST is based on the current 2014 SPLOST collections and does not take into consideration if there will be any county-wide SPLOST item that will reduce the overall amount of funds available to the City of Cartersville.

K. Grant Application /Acceptance

1. GDOT Grant for Cartersville-Bartow Airport

Dan Porta, Assistant City Manager stated that the Georgia Department of Transportation Airport Division has approved a grant in the amount of \$661,262 for the Cartersville-Bartow Airport for the construction of a storm drainage system and land acquisition at the airport. The estimated amount of local match for this grant is approximately 5.25% or \$34,804.83 which will be paid by the Airport Authority. As in the past, these grant funds are in the city's name as we are the sponsoring agency. Mr. Porta recommended approval of the acceptance of these grant funds for the Cartersville-Bartow Airport.

A motion to approve the acceptance of the GDOT Grant for the Cartersville-Bartow

Airport was made by Council Member Hodge and seconded by Council Member Tonsmeire.
Motion carried unanimously. Vote 5-0

L. Monthly Financial Statement

1. October 2016

Tom Rhinehart, Finance Department Head came forward and presented the October 2016 Monthly Financial Statement and with comparisons from October 2015 by fund along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through October 2016.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 5-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
City Clerk

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	City Clerk appointment Connie Keeling is retiring at the end of January. Meredith Ulmer is currently serving as the Deputy City Clerk. RECOMMENDATION: Staff respectfully supports the appointment/nomination of Meredith Ulmer as City Clerk.
City Manager's Remarks:	I approve of this appointment.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
Deputy City Clerk

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	If Meredith Ulmer is appointed City Clerk, We will need to replace the current Deputy Clerk. RECOMMENDATION: Staff respectfully supports the appointment/nomination of Samantha Dover as Deputy City Clerk.
City Manager's Remarks:	I approve of this appointment.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
Convention and Visitors Bureau

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	The CVB Board of Directors recommends the appointment of Shawn Jarvis, General Manager Barnsley Resort, to fill the vacancy on the board created by City of Cartersville appointee Michael Gordon. This term will expire 12/31/18.
City Manager's Remarks:	I concur with the appointment of Shawn Jarvis to the CVB Board.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
City Board/Commission Application Form

Attachment number 1 \nP

Applicant Information

Name Jervis Shawn A
(last) (first) (middle initial)

Address 42 Rock Fence Rd
(street)

Email Address shawn.iervis@barnsleyresort.com

Home Phone same Cell Phone 678-899-8848

City Resident Yes ☐ No ☒ Ward 1 2 3 4 5 6
(if applicable)

Related Experience: Civic/Business/Other

Board member- South Bay Business Environmental Coalition, LA County- 2011 to 2013
Hotel General Manager 2012- present

Personal References (list at least 3)

<u>Michael Gordon</u>	<u>1-304-661-0169</u>
<u>Mike Teed</u>	<u>1-480-239-0744</u>
<u>Jeff Brainard</u>	<u>1-240-472-8767</u>

Position Information

Board/Commission applying for: CVB Board of Directors

Reason interested in position (please explain in space provided)
It is very important to be involved in the local market to help plan and drive business as a whole to
the community that benefits my resort along with the people that live and work here.


Applicant Signature

12/10/16
Date

Thank you for your interest in serving our community

C:\Users\shawn.iervis\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\B129SKIS\Copy of
12/10/2016 City Board Application (revised)11.09 (002)

Item # 4



City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
Fiscal Year 2016 Audit Presentation

SubCategory:	Presentations
Department Name:	Finance
Department Summary Recommendation:	Tom Carmichael from Carr, Riggs, and Ingram, LLC, the city's external audit firm, will present a brief presentation of the FY 2016 audit and include the Comprehensive Annual Financial Report for the year ended June 30, 2016.
City Manager's Remarks:	The External Auditor will present his report of the city's financial condition as of June 30, 2016. No action is needed by the City Council on this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

1/5/2017 7:00:00 PM

Adoption of the 2017 City of Cartersville Pension Plan and Amendment to the Current City of Cartersville Pension Plan

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	The proposed Ordinance will amend Chapter 16- Personnel. Article II.- Employee Benefits. Division 2.- Retirement Plan Sec. 16-51.- Adopted; Short Title; Definition. 1. This ordinance will adopt the Second Amendment to The City of Cartersville Pension Plan and also adopt the City of Cartersville 2017 Pension Plan. 2. This ordinance will amend the current City of Cartersville Pension Plan so that no new participants shall be allowed to participate in the existing City of Cartersville Pension Plan. Any current eligible City of Cartersville employee hired prior to January 1, 2017 will be allowed to participate in the current City of Cartersville Pension Plan, accrue benefits, and retire under the provisions of the current City of Cartersville Pension Plan. 3. Current Active City of Cartersville retirees and future benefits accrued for Deferred/Terminated retirees will not be affected. 4. This ordinance will adopt the City of Cartersville 2017 Pension Plan. All eligible employees hired on or after January 1, 2017 will be participants in the City of Cartersville 2017 Pension Plan. Any prior employees, rehired on or after January 1, 2017 would be participants in the City of Cartersville 2017 Pension Plan.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT **CHAPTER 16 - PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. - RETIREMENT PLAN SEC. 16-51. - ADOPTED; SHORT TITLE; DEFINITION** is hereby amended by adding the following new paragraphs (c), (d), and (e) the remaining provisions shall remain as is:

1.

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

- (c) That the Second Amendment to the Plan most recently adopted and restated on April 28, 2011, is adopted as amended and restated as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the Second Amendment to Plan is kept by and maintained at the City Clerk's Office. This Plan covers employees hired before January 1, 2017.
- (d) That the 2017 Pension Plan is adopted as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the 2017 Pension Plan is kept by and maintained at the City Clerk's Office. This Plan covers employees hired on or after January 1, 2017.
- (e) Upon adoption of an amendment to the Pension Plan, the proper officers of the Employer and the Pension Board are hereby authorized and directed to take each other and further action on the advice of counsel, including the making of additional amendments not inconsistent with the general tenor of the foregoing, so that the Plan, as amended, continues to meet the qualification requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the implementing trust thereunder continues to be tax-exempt under said Code, and the 2017 Plan satisfies the qualification requirements of Section 401(a) of the Code, and the implementing trust thereunder is tax-exempt under said Code.

2.

All other remaining provisions of Section 16-51 are to remain as is and the additional paragraphs herein are to be made part of the permitted uses in Section 16-51.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

**SECOND AMENDMENT
|TO THE
CITY OF CARTERSVILLE PENSION PLAN**

THIS SECOND AMENDMENT to the City of Cartersville Pension Plan (hereinafter referred to as the “Plan”), which Plan was originally adopted effective January 1, 1967, has been amended and restated in 2003 (the “2003 Plan”), in 2007 (the “2007 Plan”), in 2009 (the “2009 Plan”), in 2010 (the “2010 Plan”) and was most recently amended and restated on April 28, 2011 (the “2011 Plan”), is made and entered into by the City of Cartersville (the “Sponsor”).

W I T N E S S E T H:

WHEREAS, Section 12.1 of each of the Plans permits the Sponsor to amend the Plan from time to time; and

WHEREAS, the Sponsor desires to amend the Plan to close the Plan to employees hired or rehired on or after January 1, 2017, who will participate in The City of Cartersville 2017 Pension Plan.

NOW, THEREFORE, the Sponsor hereby amends the Plan as follows:

1. Section 2.1 of the Plan is amended by deleting the first sentence in its entirety and substituting the following new sentence in lieu thereof:

“Each Employee who is hired prior to January 1, 2017, shall become a Participant in the Plan on the first day of the month coinciding with or next following the date on which he shall have:

- (a) completed six (6) consecutive months of employment with the Employer; and
- (b) attained eighteen (18) years of age.”

2. The following new Sections 2.5 and 2.6 are added to the Plan immediately following Section 2.4:

“2.5 No New Participants: Notwithstanding any other provision of the Plan to the contrary, any Employee who is hired on or after January 1, 2017, shall not become a Participant in the Plan, and shall be eligible to participate in The City of Cartersville

2017 Pension Plan. Further, no Participant who resumes employment on or after January 1, 2017, shall resume participation in the Plan.

- 2.6 Rehired Employees: Notwithstanding any other provision of the Plan to the contrary, any former Employee who is rehired on or after January 1, 2017, shall not be eligible to reenter the Plan, and shall be eligible to participate in The City of Cartersville 2017 Pension Plan. For benefit accrual purposes in the Plan, a rehired Participant's benefit is frozen, and his or her Compensation is frozen as of his or her date of termination. However, vesting on and after the date of rehire will be applied in determining the rehired Participant's vested benefit and eligibility for distribution options under the Plan."

3. Except as specifically amended above, the Plan shall remain unchanged and, as amended herein, shall continue in full force and effect.

IN WITNESS WHEREOF, City of Cartersville has caused this Second Amendment to the Plan to be executed by its duly authorized officers this _____ day of _____, 2016.

CITY OF CARTERSVILLE

Attest: _____
City Clerk

By: _____
Mayor



City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
Revision to Municipal Court Ordinances

SubCategory:	Second Reading of Ordinances
Department Name:	Municipal Court
Department Summary Recommendation:	Re-evaluation and adjustment to Municipal Court fees and sessions. Regular Session Ordinance 13-2 is to allow for the Judge to schedule Court around holidays and not have Court on the 5th Monday of any month with five Mondays. Sec 13-24 updates the Municipal Court fee structure related to State mandatory minimum fees.
City Manager's Remarks:	Your approval of these changes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CODE OF ORDINANCES, CITY OF CARTERSVILLE CHAPTER 13. MUNICIPAL COURT, SECTION 13-2. – REGULAR SESSION, BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

1.

“Sec. 13-2. – Regular sessions.

(a) A regular session of the court shall be held once each week at a fixed hour of a fixed day as may be determined by the judge, provided such session may be dispensed with when there is no business pending in the court and no cases ready for trial.

(b) There shall be no regular session of Court the weeks of Thanksgiving, Christmas, and New Year’s, or on any legal holiday unless otherwise determined by the Judge. Additionally, in any month with five (5) Mondays, there shall be no regular session of court on the fifth (5th) Monday of the month unless determined by the Judge.

2.

CHAPTER 13. MUNICIPAL COURT. SECTION 13-2. – SURCHARGE AND COURT COSTS is hereby amended by deleting paragraphs (c) and (d) in their entirety and renumbering paragraphs (e) to (c) and (f) to (d) as follows:

(c) *Bail or bond.* In all cases in which bail or bond is posted, all required surcharges are to be added to same and shall be posted.

(d) All surcharges shall be paid into the city's general fund or dedicated accounts as may be established from time to time and are to be disbursed as provided for by law.

3.

This ordinance shall become effective immediately upon its adoption by the City Council.

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: _____
CONNIE KEELING, 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 CODE OF ORDINANCES, CITY OF CARTERSVILLE CHAPTER 13. MUNICIPAL COURT, SECTION 13-24. – SURCHARGES AND COURT COSTS, BY DELETING PARAGRAPHS (C) AND (D) AND RENUMBER THE REMAINING AS FOLLOWS:

1.

Sec. 13-24. - Surcharges and court costs.

- (a) *State surcharges.* The municipal court shall impose all add on fees or surcharges required by state, federal or local law.
- (b) *Interpreter fees.* The municipal court shall be authorized to impose fees for providing an accused with the services of an interpreter in accordance with the rules and regulations set forth by the Georgia Supreme Court.
- (c) *Bail or bond.* In all cases in which bail or bond is posted, all required surcharges are to be added to same and shall be posted.
- (d) All surcharges shall be paid into the city's general fund or dedicated accounts as may be established from time to time and are to be disbursed as provided for by law.
- (e) The Judge, Mayor, or City Council may impose additional surcharges as authorized by the Charter or State Law.

2.

This ordinance shall become effective immediately upon its adoption by the City Council.

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: _____
CONNIE KEELING, CITY CLERK

Proposed List as of December 1, 2016

Code	Violation↓	Updated Base Fine amount
11-101	NOISE VIOLATION	\$155.57
11-102	DISORDERLY CONDUCT	\$155.57
11-102	GIVING FALSE INFORMATION	\$155.57
11-102B	GIVING FALSE INFORMATION	\$155.57
11-102B7	DISORDERLY CONDUCT OBSTRUCTION OF LAW EN	\$333.34
11-143	DISCHARGING FIREARMS IN CITY	\$333.34
11-146B	SYNTHETIC MARIJUANA	\$757.60
11-90	LITTERING	\$121.48
12-2-F	SKATEBOARDING	\$155.57
13-10	CONTEMPT OF COURT	\$108.89
13-10	FAILURE TO APPEAR	\$108.89
16-13-2	POSSESSION OF OUNCE OR LESS OF MARIJUANA	\$757.60
16-13-2B	POSSESSION OF MARIJUANA LESS THAN 1 OZ 1ST	\$737.60
16-13-2B	POSSESSION OF OUNCE OR LESS OF MARIJUANA 2ND	\$1,000.00
16-13-2B	POSSESSION OF OUNCE OR LESS OF MARIJUANA 3RD	\$1,000.00
16-13-30	POSS OF CONTROLLED SUBSTANCE/MARIJUANA	\$541.15
16-13-30A	POSSESSION OF MARIJUANA BY INGESTION	\$541.15
16-8-14	SHOPLIFTING LESS THAN 300 2ND	\$757.60
16-8-14	SHOPLIFTING LESS THAN 300.00 1ST	\$517.60
16-8-14	SHOPLIFTING LESS THAN 300.00 3RD	\$1,000.00
16-8-2	THEFT BY SHOPLIFTING	\$881.60
24-8B1	WATER BAN 1ST	WARNING
24-8B2	WATER BAN 2ND	\$100.00
24-8B3	WATER BAN 3RD	\$200.00
24-8B4	WATER BAN 4TH	\$250.00
24-8B5	WATER BAN 5TH	\$500.00
28-13	ILLEGAL PARKING	\$111.11
28-8	PUBLIC DRUNK	\$155.57
31-05	DISCHARGING FIREWORKS	\$155.57
32-6-1	INJURING/OBSTRUCTING ROADWAY	\$135.57
3-3-23	POSSESSION OF ALCOHOL BY MINOR	\$325.96
3-3-23	SALE OF ALCOHOLIC BEVERAGE TO MINOR	\$484.86

Proposed List as of December 1, 2016

3-3-23.1	UNDERAGE POSS OF ALCOHOL	\$325.96
3-3-23A1	FURNISH/SELL ALCOHOL TO PERSON UNDER 21	\$484.86
3-3-23A2	ATTEMPT TO PURCHASE ALCOHOL UNDER 21	\$325.96
3-3-23A2	POSSESSION/PURCHASE OF ALCOHOL UNDER 21	\$325.96
3-3-23A3	MISREPRESENT AGE TO OBTAIN ALCOHOL	\$325.96
40-1-3	PERMITTING UNLAWFUL OPERATION OF VEHICLE	\$534.38
40-1-3	PERMITTING VIOLATION STATE LAW (DUI)	\$534.38
40-2-20	DRIVING WITHOUT TAG	\$109.89
40-2-20	REGISTRATION REQUIREMENT	\$109.89
40-2-29	UNREGISTERED VEHICLE	\$109.89
40-2-31	NO COUNTY DECAL	\$109.89
40-2-37	TAG VIOLATION	\$109.89
40-2-38	IMPROPER USE DEALER TAG	\$109.89
40-2-41	DISPLAY OF LICENSE PLATES	\$109.89
40-2-42	IMPROPER TRANSFER OF LICENSE PLATE/DECAL	\$109.89
40-2-5	USE OF TAG TO CONCEAL IDENTITY	\$506.72
40-2-6	TAGS: ALTERATION/IMPROPER TAG	\$109.89
40-2-7	TAGS: REMOVING/AFFIXING TAG W/INTENT	\$109.89
40-2-8	TAGS: OPERATING W/OUT PROPER TAG/DECAL	\$109.89
40-2-8	TAGS: NEW RESIDENT HAS 7 DAYS TO REGISTER	\$109.89
40-2-8.1	TAGS: OPERATE VEHICLE WITHOUT VALID TAG/DECAL	\$109.89
40-2-90B	NEW RES-30 DAYS TO OBTAIN TAG	\$109.89
40-2-90B1	IMPROPER REG OF VEH	\$109.89
40-5-120	UNLAWFUL USE OF LIC	\$364.10
40-5-121	SUSP LIC 1ST	\$932.02
40-5-121	SUSP LIC 2ND	\$1,000.00
40-5-121	SUSP LIC 3RD	\$2,500.00
40-5-122	PERMIT UNLIC TO DRIVE	\$777.07
40-5-123	LICENSE: PERMIT UNAUTHORIZED MINOR TO DRIVE	\$534.38
40-5-20	EXPIRED LICENSE	\$109.89
40-5-20	NEW RES-30 DAYS LICENSE	\$109.89
40-5-20A	DRIVING UNLICENSED 1ST	\$777.07
40-5-20A	DRIVING UNLICENSED 2ND	\$1,000.00
40-5-20A	DRIVING UNLICENSED 3RD	\$2,500.00

Proposed List as of December 1, 2016

40-5-22.1	CANCELLED CDL	\$777.07
40-5-23	WRONG CLASS LICENSE	\$109.89
40-5-24	OPERATING ON LEARNER'S	\$109.89
40-5-29	LICENSE: DRIVING WITHOUT LICENSE	\$109.89
40-5-29A	NO LICENSE ON PERSON	\$109.89
40-5-29B	LICENSE TO BE EXAMINED ON DEMAND	\$109.89
40-5-30	VIO OF LIC RESTRICTIONS	\$109.89
40-5-30C	VIOLATION OF LICENSE RESTRICTIONS	\$109.89
40-5-32	EXPIRED LICENSE	\$109.89
40-5-32A	EXPIRED LICENSE W//PROOF OF RENEWAL	\$109.89
40-5-33	LICENSE: 60 DAYS TO CHANGE NAME/ADDRESS	\$109.89
40-5-64	LICENSE: VIOLATION OF COND. OF PERMIT	\$777.07
40-6-10	NO INSURANCE	\$345.07
40-6-10(B)	PERMITTING ANOTHER TO OPERATE WITHOUT INSURANCE	\$501.97
40-6-10A4	NO PROOF OF INSURANCE	\$31.50
40-6-11	MOTORCYCLE-NO INSURANCE	\$345.07
40-6-11C	MOTORCYCLE NO PROOF	\$31.50
40-6-120	IMPROPER LEFT OR RIGHT TURN	\$109.89
40-6-120B	FAILURE TO OBEY TURN DEVICE	\$109.89
40-6-121	IMPROPER U TURN	\$109.89
40-6-122	IMPROPER STARTING OF STOPPED VEHICLE	\$109.89
40-6-123	IMPROPER LANE CHANGE/USE	\$109.89
40-6-123C	IMPROPER STOPPING ON ROADWAY	\$109.89
40-6-124	FAIL TO USE SIGNAL	\$109.89
40-6-125	IMPROPER USE OF HAND SIGNALS	\$109.89
40-6-126	IMPROPER USE OF CENTRAL LN	\$109.89
40-6-14	NOISE VIOLATION LOUD MUSIC/BOOM BOX	\$109.89
40-6-140	FAILURE TO STOP AT RAILROAD CROSSING	\$109.89
40-6-140B	DISREGARDING RR CROSSING BARRIER	\$109.89
40-6-141	FAILURE TO STOP AT STOP SIGN AT RR XING	\$109.89
40-6-142	CERTAIN VEH MUST STOP AT R.R. XING	\$109.89
40-6-144	DRIVER/YIELD/SIDEWALK	\$109.89
40-6-144	DRIVING ON SIDEWALK	\$109.89
40-6-144	EMERGING/DRIVEWAY/ALLEY/ET	\$109.89

Proposed List as of December 1, 2016

40-6-15	SUSPENDED TAG 1ST	\$932.02
40-6-15	SUSPENDED TAG 2ND	\$1,898.03
40-6-16	MOVE OVER FOR LAW ENFORCEMENT TRAFFIC ST	\$520.96
40-6-16.1	IMPROPER PASSING OF ACTIVE SANITATION VEHICLE	\$285.71
40-6-161	HEADLIGHTS REQUIRED (SCHOOL BUS)	\$109.89
40-6-163	FAIL STOP SCHOOL BUS LOADING/UNLOADING	\$232.96
40-6-164	FAILURE TO ALLOW CHILDREN TO CROSS	\$240.30
40-6-180	TOO FAST FOR CONDITIONS	\$109.89
40-6-181	SPEEDING 1-15 1ST	\$109.89
40-6-181	SPEEDING 1-15 2ND	\$140.65
40-6-181	SPEEDING 1-15 3RD	\$171.44
40-6-181	SPEEDING 1-15 4TH	\$212.47
40-6-181	SPEEDING 16-20 1ST	\$112.09
40-6-181	SPEEDING 16-20 2ND	\$142.85
40-6-181	SPEEDING 16-20 3RD	\$173.64
40-6-181	SPEEDING 16-20 4TH	\$214.67
40-6-181	SPEEDING 21-25 1ST	\$147.98
40-6-181	SPEEDING 21-25 2ND	\$183.88
40-6-181	SPEEDING 21-25 3RD	\$224.91
40-6-181	SPEEDING 21-25 4TH	\$245.43
40-6-181	SPEEDING 26-30 1ST	\$152.37
40-6-181	SPEEDING 26-30 2ND	\$193.41
40-6-181	SPEEDING 26-30 4TH	\$254.96
40-6-181	SPEEDING 31-40 1ST	\$409.53
40-6-181	SPEEDING 31-40 2ND	\$450.56
40-6-181	SPEEDING 31-40 3RD	\$471.05
40-6-181	SPEEDING 31-40 4TH	\$513.05
40-6-181	SPEEDING 26-30 3RD	\$234.44
40-6-184	IMPEDING FLOW OF TRAFFIC	\$109.89
40-6-186	RACING	\$456.41
40-6-2	FAIL OBEY PERSON DIRECTING TRAFFIC	\$109.89
40-6-20	DISREGARD TRAFFIC CONTROL DEVICE	\$109.89
40-6-20	RUNNING RED LIGHT	\$109.89
40-6-200	IMPROPER PARKING	\$109.89

Proposed List as of December 1, 2016

40-6-201	LEAVING M.V. UNATTENDED	\$109.89
40-6-202	ILLEGAL PARKING	\$109.89
40-6-202	PARK OUTSIDE BUS/RES DIST	\$109.89
40-6-203	IMPROPER STOPPING/PARKING	\$109.89
40-6-2032F	IMPROPER PARKING WHERE PROHIBITED	\$109.89
40-6-205	OBSTRUCTING INTERSECTION	\$109.89
40-6-21F	RAN RED ARROW	\$109.89
40-6-226	VIOLATION OF HANDICAPPED PARKING	\$131.86
40-6-23.1	VIOLATION OF FLASHING RED SIGNAL	\$109.89
40-6-23.2	VIOLATION OF FLASHING YELLOW SIGNAL	\$109.89
40-6-24	LANE DIRECTIONS	\$109.89
40-6-240	IMPROPER BACKING	\$109.89
40-6-241	DRIVER EXERCISING DUE CARE	\$109.89
40-6-241.1	USE OF AN ELECTRONIC DEVICE	\$147.00
40-6-241.2	TEXTING WHILE DRIVING	\$147.00
40-6-242	OBSTRUCTION/INTERFERING WITH DRIVER	\$109.89
40-6-242	PASSENGER INTERFERE W/DR	\$109.89
40-6-243	OPENING DOORS TO MOVING TRAFFIC	\$109.89
40-6-244	RIDING IN HORSE TRAILER	\$109.89
40-6-246	COASTING PROHIBITED	\$109.89
40-6-247	FOLLOWING EMERGENCY VEHICLE WITHIN 200 FT	\$109.89
40-6-248	DRIVING OVER FIREHOSE	\$109.89
40-6-248.1	SECURING LOADS ON VEHICLES	\$109.89
40-6-249	LITTERING	\$120.16
40-6-249	LITTERING ON HIGHWAY	\$120.16
40-6-25	DISPLAY OF UNAUTHORIZED SIGNS/SIGNALS/MARKS	\$109.89
40-6-250	DEVICE IMPAIR HEARING/VIS	\$109.89
40-6-251	LAYING DRAG	\$120.16
40-6-252	CRIM TRESPASS BY MV 1ST	\$109.89
40-6-252	CRIM TRESPASS BY MV 2ND	\$131.86
40-6-252	CRIM TRESPASS BY MV 3RD	\$194.15
40-6-253	OPEN CONTAINER	\$254.96
40-6-254	FAILURE TO SECURE LOAD	\$109.89
40-6-255	GAS DRIVE OFF	\$114.29

Proposed List as of December 1, 2016

40-6-26B	DRIVING ON CLOSED ROAD	\$109.89
40-6-270	FAIL TO STOP AT ACCIDENT WITH INJURY/DAMAGE	\$699.61
40-6-270	LEAVING SCENE OF ACCIDENT	\$699.61
40-6-271	DUTY UPON STRIKING UNATTENDED VEH	\$109.89
40-6-272	STRIKING FIXED OBJECT	\$109.89
40-6-273	FAIL TO REPORT ACCIDENT	\$109.89
40-6-275	REMOVAL OF VEHICLE FROM ROADWAY	\$109.89
40-6-291	TRAFFIC LAWS APPLY TO BICYCLES ON ROAD	\$109.89
40-6-292	NO RIDING ON HANDLEBARS OF BICYCLE	\$109.89
40-6-31	FAILURE TO DIM HEADLIGHTS	\$109.89
40-6-312	OTHER VEHICLES MUST GIVE MOTORCYCLE LANE	\$109.89
40-6-312B	MOTORCYCLE PASSING IN SAME LANE AS VEH	\$109.89
40-6-312C	MOTORCYCLE PASSING BETWEEN LANES	\$109.89
40-6-312D	MOTORCYCLE: MORE THAN 2 ABREAST	\$109.89
40-6-312E	MOTORCYCLE MUST HAVE LIGHTS ON	\$109.89
40-6-314	PASSENGER MUST HAVE FOOTRESTS (M.CYCLES)	\$109.89
40-6-314A	MOTORCYCLE: FOOTREST FOR PASSENGERS	\$109.89
40-6-315	NO HELMET: MOTORCYCLES	\$131.86
40-6-315B	MOTORCYCLE MUST HAVE EYE PROTECTION	\$109.89
40-6-315E	MOTORCYCLE: MUST WEAR SHOES	\$109.89
40-6-350	TRAFFIC LAWS APPLY TO MOPEDS	\$109.89
40-6-351	LICENSE; MOPED OPERATORS NEED A LICENSE	\$109.89
40-6-351	MOPED MUST HAVE LEARNER'S PERMIT	\$109.89
40-6-352	MOPED MUST HAVE HELMET	\$109.89
40-6-362	DRIVING LOW SPEED VEHICLE ON HIGHWAY	\$109.89
40-6-390	RECKLESS DRIVING	\$425.28
40-6-391	DUI 1ST	\$637.00
40-6-391	DUI 2ND	\$1,044.50
40-6-391	DUI 3RD	\$1,973.73
40-6-391A1	DUI-ALCOHOL LESS SAFE 1ST	\$637.00
40-6-391A1	DUI-ALCOHOL LESS SAFE 2ND	\$1,000.00
40-6-391A1	DUI-ALCOHOL LESS SAFE 3RD	\$1,973.73
40-6-391A2	DUI-DRUGS LESS SAFE 1ST	\$637.00
40-6-391A2	DUI-DRUGS LESS SAFE 2ND	\$1,000.00

Proposed List as of December 1, 2016

40-6-391A2	DUI-DRUGS LESS SAFE 3RD	\$1,973.73
40-6-391A3	DUI-GLUE/AEROSOL/TOXIC VAPOR/LESS SAFE 1ST	\$637.00
40-6-391A3	DUI-GLUE/AEROSOL/TOXIC VAPOR/LESS SAFE 2ND	\$1,000.00
40-6-391A3	DUI-GLUE/AEROSOL/TOXIC VAPOR/LESS SAFE 3RD	\$1,973.73
40-6-391A4	DUI-COMBO ANY COMBINATION OF A1/A2/A3 1ST	\$637.00
40-6-391A4	DUI-COMBO ANY COMBINATION OF A1/A2/A3 2ND	\$1,000.00
40-6-391A4	DUI-COMBO ANY COMBINATION OF A1/A2/A3 3RD	\$1,973.73
40-6-391A5	DUI-ALCOHOL 0.08 GM OR MORE, 21 OVER 1ST	\$637.00
40-6-391A5	DUI-ALCOHOL 0.08 GM OR MORE, 21 OVER 2ND	\$1,000.00
40-6-391A5	DUI-ALCOHOL 0.08 GM OR MORE, 21 OVER 3RD	\$1,973.73
40-6-391A6	DUI-MARIJUANA OR CONTROLLED SUBSTANCE 1ST	\$637.00
40-6-391A6	DUI-MARIJUANA OR CONTROLLED SUBSTANCE 2ND	\$1,000.00
40-6-391A6	DUI-MARIJUANA OR CONTROLLED SUBSTANCE 3RD	\$1,973.73
40-6-391I	DUI-COMMERCIAL VEHICLE 0.04 GM OR MORE 1ST	\$637.00
40-6-391I	DUI-COMMERCIAL VEHICLE 0.04 GM OR MORE 2ND	\$1,000.00
40-6-391I	DUI-COMMERCIAL VEHICLE 0.04 GM OR MORE 3RD	\$1,973.73
40-6-391K	DUI-UNDER 21 .02% OR MORE 1ST	\$637.00
40-6-391K	DUI-UNDER 21 .02% OR MORE 2ND	\$1,000.00
40-6-391K	DUI-UNDER 21 .02% OR MORE 3RD	\$1,973.73
40-6-391K1	DUI UNDER 21 1ST	\$687.27
40-6-391K1	DUI UNDER 21 2ND	\$1,000.00
40-6-391K1	DUI UNDER 21 3RD	\$2,099.71
40-6391L	DUI ENDANGERMENT OF CHILD UNDER 14	\$457.00
40-6-395	FLEEING/ATTEMPT ELUDE	\$456.41
40-6-397	AGGRESSIVE DRIVING	\$695.65
40-6-40	FAILURE TO MAINTAIN LANE/WRONG SIDE OF ROAD	\$109.89
40-6-40B	SLOWER VEHICLES MUST KEEP TO RIGHT	\$109.89
40-6-40D	IMPEDING FLOW BY DRIVING SIDE BY SIDE	\$109.89
40-6-41	VEH PASSING IN OPPOSITE DIRECTION	\$109.89
40-6-42	IMPROPER PASSING ON LEFT	\$109.89
40-6-42.2	INCREASING SPEED WHILE BEING PASSED	\$109.89
40-6-42.B	SPEEDING UP WHEN BEING PASSED	\$109.89
40-6-43	OVERTAKE & PASS ON RIGHT	\$109.89
40-6-43B	PASSING ON SHOULDER OF ROADWAY	\$109.89

Proposed List as of December 1, 2016

40-6-44	PASSING W/IN 200 FT OF ONCOMING TRAFFIC	\$109.89
40-6-45	DRIVING LEFT OF CENTER	\$109.89
40-6-45	PASSING ON HILL/CURVE	\$109.89
40-6-45A2	PASSING W/IN 100 FT OF R.R. XING	\$109.89
40-6-45A3	PASSING WITHIN 100 FOOT OF BRIDGE/TUNNEL	\$109.89
40-6-46	IMPROPER PASSING	\$109.89
40-6-46	PASSING IN NO PASSING ZONE	\$109.89
40-6-47	ONE WAY ROADWAY OR ROTARY TRAFFIC	\$109.89
40-6-48	FAILURE TO MAINTAIN LANE	\$109.89
40-6-49	FOLLOWING TOO CLOSE	\$109.89
40-6-50	DIVIDED-HWY/CTRLD-ACCESS RD/EMERGENCY LANE	\$109.89
40-6-50	DRIVING IN GORE/MEDIAN	\$109.89
40-6-50	DRIVING WITHIN THE EMERGENCY LANE	\$109.89
40-6-51	RESTRICTION ON CONTROLLED-ACCESS ROAD	\$109.89
40-6-51B	VIOLATION OF DOT RESTR/CONTROLLED HWY	\$109.89
40-6-52	TRUCKS USING MULTI-LANE HIGHWAYS	\$109.89
40-6-70	FAILURE TO YIELD ENTERING INTERSECTION	\$109.89
40-6-71	FAILURE TO YIELD TURNING LEFT	\$109.89
40-6-72B	FAILURE TO STOP AT STOP/YIELD SIGN	\$109.89
40-6-72C	FAILURE TO YIELD RIGHT OF WAY AT YIELD SIGN	\$109.89
40-6-73	FAILURE TO YIELD ENTERING/CROSSING ROAD	\$109.89
40-6-74	FAILURE TO YIELD EMERGENCY VEHICLE	\$158.97
40-6-76	FAILURE TO YIELD TO FUNERAL PROCESSION	\$109.89
40-6-90	FAILURE TO OBEY TRAFFIC-CTL/REG. BY PEDESTRIAN	\$109.89
40-6-91	FAILURE TO YIELD TO PEDESTRIAN/CROSSWALK	\$109.89
40-6-91B	PEDESTRIAN-DART IN TRAFFIC	\$109.89
40-6-92	PED MUST YIELD/NO CROSSWALK	\$109.89
40-6-95	PEDESTRIAN UNDER THE INFLUENCE (PUJ)	\$153.86
40-6-96	PED MUST WALK ON SIDEWALK / SHOULDER	\$109.89
40-6-98	DRIVING THROUGH SAFETY ZONE	\$109.89
40-7-4	OPERATING RESTRICTIONS FOR OFF-ROAD VEHICLE	\$109.89
40-8-130	ILLEGAL MUFLERS	\$109.89
40-8-181	VISIBLE EMISSIONS	\$109.89
40-8-20	LIGHTED HEADLIGHTS/OTHER LIGHTS REQUIRED	\$109.89

Proposed List as of December 1, 2016

40-8-22	HEADLIGHT REQUIREMENTS	\$109.89
40-8-22B	MOTORCYCLE MORE THAN 2 HEADLIGHTS	\$109.89
40-8-22D	HEADLIGHT COVERS PROHIBITED	\$109.89
40-8-23	TAILLIGHTS/LENSES REQUIRED	\$109.89
40-8-23D	TAG LIGHT REQUIRED	\$109.89
40-8-24	REFLECTORS	\$109.89
40-8-25	NO BRAKE LIGHTS/TURN SIGNALS	\$109.89
40-8-26	NO OPERATING BRAKE LIGHTS/SIGNALS	\$109.89
40-8-27	LIGHT/FLAG REQ ON PROJECTING LOAD	\$109.89
40-8-29	SPOTLIGHT/FOG LIGHTS/AUX LIGHT	\$109.89
40-8-31	FAIL TO DIM HEADLIGHTS	\$109.89
40-8-31	USE OF MULTIBEAM LIGHTING EQUIPMENT	\$109.89
40-8-32	RURAL MAIL CARRIERS-AMBER LIGHTS	\$109.89
40-8-4	SLOW VEH MUST TRIANGLE WARNING DEVICE	\$109.89
40-8-50	BRAKES REQUIRED	\$109.89
40-8-52	FAILURE TO SECURE PARKING/EMERGENCY BRAKE	\$109.89
40-8-6	ALTERED SUSPENSION	\$109.89
40-8-7	DRIVING UNSAFE/IMPROPERLY EQUIPPED VEHICLE	\$109.89
40-8-70	HORNS OR VARYING DEVICES VIOLATION	\$109.89
40-8-70A	NO HORN/IMPROPER USE	\$109.89
40-8-71	IMPROPER EXHAUST	\$109.89
40-8-72	MIRROR REQUIRED/VIS OBSTRUCT	\$109.89
40-8-73	VIEW OBSTRUCTED/WINDSHIELD	\$109.89
40-8-73.1	WINDOW TINT 1ST	\$109.89
40-8-73.1	WINDOW TINT 2ND	\$131.86
40-8-73.1	WINDOW TINT 3RD	\$194.15
40-8-73B	WIPER REQUIREMENTS	\$109.89
40-8-74	TIRE REQUIREMENTS	\$109.89
40-8-75	TIRE COVERS (MUD FLAPS ON REAR TIRES)	\$109.89
40-8-76	CHILD SAFETY RESTRAINT 1ST	\$50.00
40-8-76	CHILD SAFETY RESTRAINT 2ND	\$100.00
40-8-76	CHILD SAFETY RESTRAINT 3RD	\$100.00
40-8-76.1	ADULT SAFETY RESTRAINT	\$15.00
40-8-76.1E3	SAFETY RESTRAINT 8-17	\$25.00

Proposed List as of December 1, 2016

40-8-77	DEFECTIVE SHOCK ABSORBERS	\$109.89
40-8-79	RIDING IN BACK OF PICKUP ON INTERSTATE	\$109.89
40-8-8	NO WORKING SPEEDOMETER	\$109.89
4-120	SELLING ALC. AFTER HOURS	\$494.82
4-151	SERVING WITHOUT LICENSE (POURING)	\$494.82
4-18	OPEN CONTAINER IN PUBLIC	\$257.77
4-21	UNDERAGE ALCOHOL SALES	\$641.60
4-22	SELLING ALCOHOL WITHOUT LICENSE	\$669.58
4-22	UNDERAGE ALCOHOL SALES	\$641.60
4-256	SELLING ALCOHOL ON SUNDAY	\$641.60
4-31	POURING OUTLETS	\$641.60
4-66	SALE OF ALCOHOL TO UNDERAGE PERSON	\$641.60
46-7-39	DEFECTIVE 5TH WHEEL	\$111.11
4-7	SELLING ALCOHOL ON SUNDAYS/HOLIDAYS	\$641.60
5-16E	ACCUMULATION OF WASTE MATTER 1ST	\$150.00
5-16E	ACCUMULATION OF WASTE MATTER 2ND	\$300.00
5-16E	ACCUMULATION OF WASTE MATTER 3RD	\$450.00
5-16H	NO RABIES TAG 1ST	\$150.00
5-16H	NO RABIES TAG 2ND	\$300.00
5-16H	NO RABIES TAG 3RD	\$450.00
5-18A	CRUELTY TO ANIMALS 1ST	\$250.00
5-18A	CRUELTY TO ANIMALS 2ND	\$500.00
5-18A	CRUELTY TO ANIMALS 3RD	\$750.00
5-4	ANIMAL AT LARGE 1ST	\$150.00
5-4	ANIMAL AT LARGE 2ND	\$300.00
5-4	ANIMAL AT LARGE 3RD	\$450.00
5-7	MAXIMUM NUMBER OF DOGS AND CATS 1ST	\$150.00
5-7	MAXIMUM NUMBER OF DOGS AND CATS 2ND	\$300.00
5-7	MAXIMUM NUMBER OF DOGS AND CATS 3RD	\$450.00

	NOTES: 1) The above fines do not include CSI fee and applicable State surcharges which are to be added to the base fine above. 2) These fines, except where specifically set by Ordinance or State Law, are the recommended fines. The Judge may waiver, lower, or increase as allowed by law. 3) For any City Code violation not listed above, the fine shall be up to \$1000.00 per day per violation, unless otherwise indicated by Ordinance. 4) For any State offense adjudicated in the Municipal Court, not listed above, the fine shall be as provided by State law.	
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City of Cartersville

City Council Meeting

1/5/2017 7:00:00 PM

Alcohol Ordinance Amendment - Distance from MU for Retail Sales

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	This proposed amendment stemmed from the rehabilitation/refurbishment of the old “Wheeler” building (multi-tenant strip retail center) located along N. Bartow Street. The owner of the property has a prospective tenant who would like to open a convenience store in one of the vacant spaces which would include beer and wine. The surrounding properties are zoned M-U (Multiple Use district). Though M-U is a commercial district, it is also a residential district. So, for clarification sake the applicant has proposed a minimum 100 foot separation from a residence in the M-U district, similar to the requirements for residences in the DBD. The DBD ordinance requirements were amended prior to the Butcher Shop applying for retail package sales. Though in the DBD the separation can be further reduced to 50 feet if certain criteria are met, this amendment keeps with the 100 foot standard. RECOMMENDATION: The Alcohol Control Board recommend APPROVAL of said amendment at its December 14th meeting.
City Manager's Remarks:	This amendment will clear up any issues about distance requirements for alcohol sales in M-U districts and is recommended by the Alcohol Control Board.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4. ALCOHOLIC BEVERAGES ARTICLE I. IN GENERAL. Division 4. Premises Restrictions. Sec.4-109. Distance Requirements (b)(3)** is hereby amended by deleting said Section Sec. 4-109(b)(3) in its entirety and replacing it with the following:

1.

Sec.4-109. Distance Requirements

(b)(3) No retail dealer's license shall be granted to any person for any proposed location of a retail package store which is within one hundred (100) feet of any private residence which is located within a nonresidential city zoning district. The distance shall be measured in all directions from the nearest wall enclosing the proposed premises where distilled spirits are to be sold to the nearest point of any residential property line within the city; provided, however, the distance from the rear of the premises of a licensee to the property line of any residence may be reduced to not less than fifty (50) feet, if the licensee installs and maintains a buffer in accordance with the City of Cartersville Zoning Ordinance [section 4.17](#) or a fence not less than six (6) feet in height, nor more than eight (8) feet in height. **Notwithstanding anything to the contrary in this Ordinance, and only for purposes of this Section 4-109, a multi-use zoning district shall be considered a nonresidential city zoning district and any proposed location of a retail package store shall be no less than one hundred (100) feet to any private residence** The zoning administrator shall determine if a fence or planted buffer is appropriate in light of the surrounding property and applicable zoning districts and standards. Once the zoning administrator has made his/her determination, the request is to be forwarded to the alcohol control board for their review and approval, approval with conditions or rejection based on the following standards.

- a. Visual and lighting impact on surrounding properties.
- b. Surrounding property uses.
- c. Noise impact on surrounding properties.
- d. Location of dumpsters, loading areas, and drive and parking configuration.

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



City of Cartersville

City Council Meeting

1/5/2017 7:00:00 PM

Resolution adopting the Cartersville Capital Improvements & Short Term Work Program Elements for the Comprehensive Plan

SubCategory:	Resolutions
Department Name:	Planning and Development
Department Summary Recommendation:	Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan because we collect said impact fees and/or have an adopted impact fee ordinance. As you are aware, we held the required public hearing for the updated information on November 17, 2016, and Council also approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They have approved the document, and we are required to formally adopt it. RECOMMENDATION: Staff recommends that Council approve this resolution adopting the Annual Update.
City Manager's Remarks:	This is an annual requirement and is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

ADOPTION RESOLUTION

Capital Improvements Element

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

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

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 17, 2016 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herin as Exhibit “A” as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED THIS DAY, THE 5th OF JANUARY, 2017.

Mayor, City of Cartersville, Georgia

ATTEST:

City Clerk



City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
Floyd County Taxes

SubCategory:	Other
Department Name:	Gas Department
Department Summary Recommendation:	The attached tax bill, in the amount of \$6,893.31, is for our facilities in Floyd County. I recommend council approval of this amount.
City Manager's Remarks:	I recommend approval of this expenditure.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

2016 Property Tax Statement

Kevin Payne
Floyd County Tax Commissioner
101 West 5th Ave
Floyd County Historic Court House
Rome, GA 30161

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

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

RETURN THIS PORTION WITH PAYMENT

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



Kevin Payne
Floyd County Tax Commissioner
101 West 5th Ave
Floyd County Historic Court House
Rome, GA 30161



Tax Payer: CARTERSVILLE CITY GAS CO
Map Code: 999 022 **REAL**
Description: PUBLIC UTILITY OPERATING-UNINC
Location: PUBLIC UTILTY
Bill No: 2016-7533
District: 002 FLOYD COUNTY

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

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good Through	Exemptions	
564,785	0	.0000	564,785	02/10/2017			02/10/2017		
	Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX		564,785.00	225,914.00		225,914.00	.000			.00
COUNTY M&O		564,785.00	225,914.00		225,914.00	12.188	2,753.44		2,168.77
SALES TAX ROLLBACK					225,914.00	-2.588		-584.67	
SCHOOL M&O		564,785.00	225,914.00		225,914.00	18.580	4,197.48		4,197.48
FIRE TAX		564,785.00	225,914.00		225,914.00	1.669	377.05		377.05
SOLID WASTE		564,785.00	225,914.00		225,914.00	.664	150.01		150.01
TOTALS						30.513	7,477.98	-584.67	6,893.31

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

Interest and penalties will begin to accrue after the due date. If a receipt is desired, please include a stamped self-addressed envelope. If your bill is to be paid by a mortgage company, send the top portion of this statement to them.

Current Due	6,893.31
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	Item # 10 0.00
Back taxes	0.00
TOTAL DUE	6,893.31

Printed: 12/12/2016

FLOYD COUNTY, GEORGIA
Offices of Tax Commissioner

KEVIN PAYNE
Tax Commissioner

LYNN LITTLE
Chief Deputy



December 13, 2016

Dear Taxpayer (s),

Please find enclosed your first notice 2016 public utility operating statement. This bill is due on 2/10/2017.

If you have any questions, please contact us at 291-5148.

Sincerely,

Pamela Colston

Pamela Colston
Tax Commissioners Office
Floyd County Georgia



City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
Natural Gas Association of Georgia Dues

SubCategory:	Other
Department Name:	Gas Department
Department Summary Recommendation:	Attached is our annual membership dues for the Natural Gas Association of Georgia in the amount of \$5,000.00. I recommend council approval for payment of these dues.
City Manager's Remarks:	These are annual dues to be a member of this organization and are recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Natural Gas Association of Georgia
1201 West Peachtree Street
C/O Peter Floyd, Alston & Bird LLP
Atlanta, Georgia 30309

INVOICE

DATE: December 20, 2016
INVOICE # 215
FOR: 2017 Dues and
 Project Fees

Bill To:

Mr. Gary Riggs
 Cartersville Gas System
 4 Cook Street
 Cartersville, Georgia 30120



DESCRIPTION	AMOUNT
Natural Gas Association of Georgia: 2017 Dues	\$5,000.00
Natural Gas Association of Georgia: 2017 Project Fees	\$0.00
Payment Due Date: January 31, 2017	
Remit to: Natural Gas Association of Georgia C/O Peter Floyd, Alston & Bird LLP 1201 West Peachtree Street Atlanta, Georgia 30309	
TOTAL	\$ 5,000.00



City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
Backhoe Trailer for Gas Dept.

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	One of our backhoe trailers needs the dual axle axle assembly replaced. The garage estimates the cost to be \$5,500.00. We requested and received five quotes to replace the trailer. The lowest bid for a new trailer is \$7,505.00 from Rides the Wind Trailers and Accessories. We feel replacing the trailer will be more cost effective than repairing the old trailer.
City Manager's Remarks:	I recommend approval of this purchase.
Financial/Budget Certification:	This is not a budgeted item, however there is budgeted money which can be used to purchase the trailer.
Legal:	N/A
Associated Information:	

Memorandum

To: Gary Riggs

From: Michael Dickson

Date: December 1, 2016

Re: Equipment trailer replacement

One of the Gas System's two equipment trailers is in need of major repairs. The complete dual axle assembly needs to be replaced. The quote for the repair is \$5500.00. Purchasing a new trailer would be more cost effective than repairing the existing one. We have received five bids for a new 10 ton equipment trailer and I recommend that we purchase the Econoline Model 1025DE trailer from Rides the Wind Trailers and Accessories. They were the lowest bidder with a price of \$7505.00.

Please see the attached bid tabulation.



TABULATION OF BIDS

Bid 1

Bid 2

Bid 3

Item # 12



TABULATION OF BIDS

Bid 4

Bid 5

Item # 12



City of Cartersville

City Council Meeting

1/5/2017 7:00:00 PM

Electric Department 300 kVA Transformer Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department needs to purchase a transformer to be used for replacement transformer for the Kroger Outparcel # 1 Project. Three bids were received (See attachment). The Electric Department recommends that council approve the purchase of the GE transformer from Irby for \$7,826.00. This transformer is not the lowest price by \$395 but it has the lowest Total Ownership Cost (TOC) and has the shortest delivery time. This is a budgeted item in the FY16-17 Budget.
City Manager's Remarks:	I agree with staff's recommendation for this transformer purchase.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Transformer Purchase

The Electric Department needs to purchase a transformer to be used as the replacement transformer for the Kroger Outparcel Project. Three bids were received. (See Attached quotes.

Transformer Spec: One (1) 300 KVA. High Voltage = 12470GY/7200, Low Voltage = 480Y/277, Dead Front, Loop Feed, Bayonet fused, Per City of Cartersville Specifications.

<u>Bidder (Supplier)</u>	<u>Manufacturer</u>	<u>Price Of Unit</u>	<u># of Units Needed</u>	<u>Total Purchase Price</u>	<u>TOC per Unit</u>	<u>Delivery Time</u>	<u>Notes</u>
IRBY	GE	\$7,826.00	1	\$7,826.00	\$16,545.50	10 Weeks	Lowest TOC and Shortest Delivery Time.
ANIXTER	ABB	7,431.00	1	\$7,431.00	\$17,060.50	17-19 weeks	Lowest Price but longest Delivery Time.
GRESO	ERMCO	\$7,588.00	1	\$8,586.00	\$17,436.00	9 - 11 Weeks	Highest Price in Purchase Price and TOC.

This is a Budgeted item in the FY16-17 budget.

e-Verify and Save documents are on file for review

The Electric Department recommends that council approve the purchase of the GE transformer for \$7,826.00. This transformer is not the lowest price (+ \$395) but has the lowest Total Ownership Cost . Also has the shortest delivery time.

STUART C IRBY BR743 KENNESAW
1025-A COBB INTERNATIONAL PLACE
SUITE A
KENNESAW GA 30152
770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
12/15/16	S009957512
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	1

SHIP TO:
CITY OF CARTERSVILLE
ATTN: ELECTRICAL DEPARTMENT
320 S. ERWIN STREET
CARTERSVILLE, GA 30120-3914

ORDERED BY:

Item # 13



6525 BEST FRIEND RD SUITE 100
NORCROSS, GA 30071

300KVA, 208Y/120

www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: U00487983.00

To: CITY OF CARTERSVILLE
ELECTRIC DEPT.
320 SOUTH ERWIN ST
CARTERSVILLE, GA 30120

Issued Date: Dec 19, 2016
Expiration Date: Jan 18, 2017
Sales Contact: Debbie Livengood

Attn:
Phone:
Fax:

(P) 407.204.7247
(F) 770.852.9461
debbie.livengood@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		300KVA THREE PHASE - ABB PADMOUNT TRANSFORMER 12470Y/7200,208Y/120 PER SPEC, NL 398, LL 2817 DEL: 17-19 WKS	1	7,431.000	EA	7,431.00

SECTION TOTAL: \$7,431.00

QUOTE TOTAL: \$7,431.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

TOT = \$17060.50

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

CUSTOMER COPY

QUOTE # 450712-00
QUOTED DATE 12/16/16BILL TO:
GRESKO UTILITY SUPPLY, INC.
1135 RUMBLE ROADSHIP TO:
CITY OF CARTERSVILLE
320 S ERWIN STREETATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

CARTERSVILLE GA30120

	PRODUCT NUMBER	QTY	UNIT PRICE
TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:			
LOSS GRT: AVE VOLT% : 100			
NL TEMP BASIS: 85 LL TEMP BASIS: 85			
FOB CARTERSVILLE, GA. FREIGHT PREPAID & ALLOWED.			
LEAD TIME 9-11 WEEKS.			
*QUOTED PER SPECIFICATION FOR THREE-PHASE PAD MOUNT TRANSFORMERS MARCH 2006			
-REFERENCE IV.D.: IN ORDER TO MEET THE 6" SPACE REQUIREMENT ERMCO WILL PROVIDE TWO(2) ADDITIONAL SPADE HOLES.			
-REFERENCE V.C.: IF CLF IS REQUIRED PER PURCHASE ORDER PRICING MUST BE ADJUSTED.			
PRICING IS FIRM ON AN ORDER RECEIVED WITHIN 30 DAYS FROM BID DATE AND SHIPMENT WITHIN LEADTIME			
PRICING IS SUBJECT TO ESCALATION/DESCALATION FOR ORDERS PLACED AFTER THE 30 DAY BID VALIDITY OR FOR SHIPMENTS DELAYED BEYOND THE QUOTED LEADTIME AT THE CUSTOMERS REQUEST. ESCALATION IS CALCULATED ON THE DIFFERENCE IN THE ERMCO MATERIAL COST FROM TIME OF QUOTE VERSUS REQUESTED TIME OF SHIPMENT. THE BASE INDEX FOR THIS QUOTE IS 4TH QTR 2016 MATERIAL COSTS. NOTE: LEADTIME IS SUBJECT TO CHANGE WITHOUT NOTICE! 4TH QTR INDEX 2016.			

TOL = \$ 17,436

ITEM 1			
ERMCO 3 PHASE PAD TRANSFORMER	3PH-PAD	1	\$8,586.00/ea
ITEM# : 1.00			
NL= 580 LL= 2032 IZ=3.000 TL= 2612			
OPTIONS BEGIN.....			
ERMCO	ERMCO STD 3PH TRANSFORMER		
0300	300 KVA		
G	GRDY		
001G	12470GY/7200 95 BIL		
X	H0/X0 GROUND		
001	NO TAPS		
112	208Y/120		
S5	ANSI SPECIFIC K DIM=5.0		
L	LOOP FEED		
000	ERMCO STD FIXED STUD WELL		
G15	STD INSERT SYSTEM SELECT		
000	ELBOW ARRESTERS NOT SELECTED		
S	STAGGERED LV BUSHING ARRANGEMENT		



City of Cartersville

City Council Meeting

1/5/2017 7:00:00 PM

Center Road Pump Station – Operation Control Valve

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	The operation control valve (OCV) for the number one pump in the Center Road Pump Station has failed. This valve controls the automatic run/stop function of the pump. The valve is original to the pump station which was built by Bartow County in 1998. Currently, the pump station is operating on the number two pump in “automatic” with the number one pump serving as a manual back-up. The valve has been rebuilt multiple times during the past several years. An emergency replacement quote from Peachtree Valves and Equipment was obtained on 12/19/16. Peachtree has the fastest delivery time of 5 – 7 weeks and has quoted a price of \$5,198.00 with shipping. I recommend approval of this emergency replacement quote from Peachtree Valves. This item will be paid through account 505.3310.52.2361 – Maintenance to WTP.
City Manager's Remarks:	With the aging of our system, the Water Department must replace another item and I recommend approval of this purchase.
Financial/Budget Certification:	This item will be paid through account 505.3310.52.2361 Maintenance to WTP.
Legal:	
Associated Information:	

PEACHTREE VALVES AND EQUIPMENT, LLC
310 BURNHILL AVE.
EVANS, GA 30809

PEACHTREE VALVES
AND EQUIPMENT, LLC

404-219-4975 FAX 1-706-447-1174
kenhatcher@comcast.net

QUOTATION

Co: CITY OF CARTERSVILLE	From: KEN HATCHER
Attn: DANIEL DUKE	Pages: 1 OF 3
Ph: 678-721-5474	Date: 12/19/2016
Re: OCV VALVE # 75978 REPLACEMENT	Rev 1: ADD FREIGHT

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Thank you for contacting Peachtree Valves and Equipment, LLC for your water and waste-water needs. We are pleased to quote the following items.

OCV CONTROL VALVES WITH DUCTILE IRON BODY, BRONZE SEAT RING, STAINLESS STEEL STEM & SPRING, COPPER TUBING WITH BRASS FITTINGS, EPDM DIAPHRAM & SEAT, BRONZE CONTROL PILOT VALVES, BRONZE Y-STRAINERS, BRONZE PILOT SYSTEM ISOLATION BALL VALVES, CADMIUM PLATED STEEL BOLTING, AND EPOXY PAINT ON THE INTERIOR & EXTERIOR. BODY TYPES, END STYLES, ACTUATORS, ACCESSORIES, AND MODIFICATIONS ARE LISTED BELOW.

<u>QTY</u>	<u>DESCRIPTION</u>
1	MODEL 125-137 8" ANSI 125/150# FLANGED GLOBE STYLE BOOSTER PUMP CONTROL VALVE WITH PRESSURE SUSTAINING CONTROL AND LIFT CHECK FEATURE. \$ 4,998.00 EACH

NOTE: START-UP SERVICE IS **NOT** INCLUDED IN THE VALVE PRICE. PLEASE SEE THE END OF THIS QUOTE FOR SERVICE RATES AND INFORMATION.

Delivery: Approximately 5-7 weeks after approval or release. Delivery times are an estimate only and subject to change.

Freight: \$ 200.00 via Southeastern Freight standard delivery service.

CONTINUED.....

December 19, 2016

Co:	CITY OF CARTERSVILLE	From:	KEN HATCHER
Attn:	DANIEL DUKE	Pages:	2 OF 3
Ph:	678-721-5474	Date:	12/19/2016
Re:	OCV VALVE # 75978 REPLACEMENT	Rev 1:	ADD FREIGHT

Notes: Quoted prices are valid for 60 days from the date of the quote.

Unless specifically noted above, flange joint accessory sets, MJ accessory sets, restrained joint accessory sets, extension stems, valve boxes, ground level position indicators, stainless steel bolting on valves, enclosed neck extensions (extended bonnets), stem guides, floor boxes, floor stands, position indicating switches, solenoid valves, speed control valves, dashpots, air/oil cushions, by-pass piping, control rods, installation, start-up services, AIS certification, ARRA certification, Buy American Certification, test reports, special crating, export crating, export documentation, and other accessories, items, services, certification or documentation is **not** included.

All orders shall be subject to Peachtree Valves and Equipment, LLC's and the manufacturer's standard terms and conditions.

This quotation reflects the manufacturer's policy of sourcing raw materials in the most cost effective manner. **Any requirements for specific U.S. content shall require a revised quotation.**

All returns require prior authorization and authorization number. No returns after 90 days from shipment. Minimum restocking charge is 15 percent. Credit for returned items will be determined after items are returned for inspection.

Standard electronic "PDF" copies of submittal packages and standard Electronic "PDF" copies of installation, operation and maintenance manuals are included with the quotation price. Non-standard covers, binders, cases, sheet protectors, sheet reinforcements, drawings, details, schematic drawings, wiring diagrams, compact disc, DVDs, and other project specific information is **not** included in the quoted price.

Peachtree Valves and Equipment, LLC. does not warrant the above descriptions and/or take-offs. We have submitted this quotation to the best of our knowledge and ability, but we will not be responsible for any incidental or consequential damages resulting from an incorrect valve take-off or item description.

CONTINUED.....

December 19, 2016

Co:	CITY OF CARTERSVILLE	From:	KEN HATCHER
Attn:	DANIEL DUKE	Pages:	3 OF 3
Ph:	678-721-5474	Date:	12/19/2016
Re:	OCV VALVE # 75978 REPLACEMENT	Rev 1:	ADD FREIGHT

Notes: This quotation is valid for products used on municipal water and wastewater systems inside Peachtree Valves and Equipment, LLC's sales territory. Otherwise this quote is invalid and will be retracted.

Service: **If Required.**
Start-up and/or installation supervisory services are billed at \$ 150.00 / hour plus expenses. Rates are valid for projects within Peachtree Valves and Equipment, LLC's sales territory only.

Half day service – Four hours at jobsite.
Full day service – Eight hours at jobsite.

Trip times to and from the jobsite are billed at \$ 95.00 / hour. In some cases, the half day service will require an overnight stay. Hotel room and expenses will be added to field service charge. All out of town service calls will require an over-night stay.

Start-up services involve inspecting the installation, checking the wiring, cycling the valve, and minor adjustments. Please provide at least a two week notice to schedule the start-up service.

***** END OF QUOTE *****



City of Cartersville

City Council Meeting

1/5/2017 7:00:00 PM

Pettit Creek Temporary Bridge Construction – CW Matthews

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	During 2014 construction began on road improvements to the Hwy 41/411 interchange and surrounding area. That work is ongoing and has advanced to the point of bridge replacement over Pettit Creek. Per the original construction plans, a temporary bridge was to be constructed by driving 20 piles parallel to our 24-inch water main which crosses Pettit Creek north of the existing bridge (See Pettit Creek Bridge Work Area Photo). In July, pile driving began but was terminated due to lack of penetration and the inability to control the angle of the piles being driven (See Pettit Creek Pile Driving). It was later determined that the trench in which our 24-inch main is installed is causing the piles to shift toward the main while being driven. Because the main is installed in Georgia Department of Transportation (GDOT) right-of-way instead of an easement, GDOT can require us to move the pipe in order to facilitate construction of their facilities. The estimated cost to relocate this main is \$600,000 - \$700,000. CW Matthews (CWM) has proposed an alternate method of pile installation where sockets are drilled into the rock. The piles are then inserted in the socket and grouted with concrete. This of course has added cost to CWM which they are requesting the City pay as it is being done to avoid having to move the water main. CWM is requesting \$78,612.78 to complete the rock socket drilling per the attached quote. Additionally, they have agreed that this is a “not to exceed” cost and should there be an underrun of cost the City would receive a credit. Given our choices, I recommend approval of the CWM bid of \$78,612.78 as an emergency sole source award. This is not a budgeted item. In the current budget \$100,000 was allocated to ATCO water main replacement design contingent upon a successful CDBG grant application. That application was denied, therefore, those funds will not be needed for design this year. Funds will be transferred from 505.3320.54.3397 – ATCO – Water Main Replacement Phase I to 505.3320.54.1535 – Hwy 41/411 Water Main Relocation from which this expense will be item # 15

	paid.
City Manager's Remarks:	As determined by staff, our best option is to accept the CW Matthews bid for installing pilings for this bridge work and is recommended for your approval.
Financial/Budget Certification:	Funds will be transferred from 505.3320.54.3397 ATCO Water Main Replacement Phase I to 505.3320.54.1535 Hwy 41/411 Water Main Relocation from which this expense will be paid.
Legal:	
Associated Information:	

C.W. MATTHEWS CONTRACTING CO., INC.

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

FAX (770) 422-1068



Project Name:	SR 3 (US 41) Interchange
Project Location:	Bartow Co
Date:	Wednesday, December 21, 2016
Description:	Detour Bridge # 1 Redesigned Foundations

Redesign Costs				
Description	Quantity	Unit	Unit Price	Total Price
Rock Socket Foundations	1	LS	\$ 78,612.78	\$ 78,612.78
			Total	\$ 78,612.78

* Price not to exceed \$78,612.78. If costs underrun a credit will be given to the City.
If costs overrun CMW will be responsible for the overrun.



24-inch Water Main

Item # 15





City of Cartersville

City Council Meeting
1/5/2017 7:00:00 PM
Real Estate Lease Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The city advertised in the local newspaper to lease a small portion of the city's property located at 1540 West Avenue for the placement of a trailer on the property. The lease agreement is through June 30, 2019. The only company to submit a proposal to lease this space was Bartow Paving. I recommend approval of the lease agreement with Bartow Paving.
City Manager's Remarks:	This agreement will allow Bartow Paving to place a construction trailer on this site through the end of the lease term and it is recommended for your approval.
Financial/Budget Certification:	
Legal:	Legal drafted the agreement.
Associated Information:	

REAL ESTATE LEASE AND MAINTENANCE AGREEMENT

THIS LEASE and MAINTENANCE AGREEMENT (hereinafter referred to as "Lease"), made and entered into as of the 1st day of January, 2017, by and between CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia ("Landlord") and BARTOW PAVING COMPANY, INC. ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain improved real estate commonly known as 1540 West Avenue, Cartersville, Bartow County, Georgia (the "Property"). For a more particular description, see Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, Tenant desires to lease the Property from Landlord as indicated on Exhibit "A" herein referenced to as the "Premises"; and keep said premises in good repair and maintained in a habitable state; and

WHEREAS, Landlord is willing to lease the Premises to Tenant for the sole purpose of use as a staging area for 1.051 miles of widening and reconstruction for additional lanes on SR 113 beginning at Old Alabama Road and extending to SR 61 upon the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, Landlord and Tenant agree as follows:

1. Landlord hereby leases and rents to Tenant and Tenant hereby agree to lease and take the premises and upon the terms and conditions hereinafter set forth.
2. The term of this Lease shall commence on January 1, 2017 and end on June 30, 2019. The Lease shall be automatically renewed for up to six (6) months, provided that the Mayor and City Council do not take action at a public meeting in December or January prior to the renewable time to terminate or not renew this lease and the Tenant provides notice of intent of renewing by December 1st of each year of the lease. Landlord agrees to deliver possession of the Premises to Tenant on the commencement date hereof.
3. Tenant agrees to the use of said Premises and to be liable for all obligations, terms and conditions contained herein.
4. Tenant agrees to provide the following service in lieu of rent:
 - (a) Tenant shall pay landlord a lump sum rental payment due at the commencement of the lease, said amount is \$600.00 (Six-hundred dollars).
 - (b) Tenant shall be responsible for all maintenance and repair of the premises.
5. Tenant shall procure from a qualified insurance company and maintain during the entire term of this Lease the following coverages:
 - (a) Fire and extended coverage insuring the full value of Tenant's interest in the improvements on the Premises, office furniture, equipment, fixtures and supplies therein and the replacement cost of said premises and shall name

Landlord as an additional insured and furnish a certificate evidencing such coverage to Landlord.

- (b) Comprehensive general public liability insurance insuring the Tenant, its officers, partners, employees, agents and representatives against loss or damage arising from injury or death to persons or Premises occurring within the leased Premises. Such insurance shall be in an amount not less than \$1,000,000.00 per claim, no aggregate. Tenant shall name Landlord as an additional named insured under this subparagraph and furnish a certificate evidencing such coverage to Landlord.
- 6. The Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance of the Premises.
- 7. Tenant agrees not to abandon or vacate the Premises during the term of this lease without thirty (30) days prior notification to Landlord.
- 8. Tenant accepts the Premises in its present condition as suited for the use intended by the Tenant. Tenant shall, at Tenant sole expense, maintain the Premises, the fixtures and appurtenances thereon in first class condition and repair, and will suffer no active or permissive waste or injury thereof and the Tenant shall, at Tenant's sole expense, promptly repair all injury or damage to the Premises from whatever cause, other than damage which the Landlord is expressly obligated to repair.
- 9. Tenant shall have the right to install or place on the Premises machinery, trailers, fencing, apparatus, equipment and other Premises of whatever nature, all of which shall remain the Premises of Tenant, whether or not attached to improvements comprising the Premises. So long as Tenant is not in default on its obligations, or upon giving bond for any obligations claimed by Landlord to be in default, Tenant shall have the right to remove the same at any time or from time to time during the term hereof and within a reasonable time after the termination hereof; provided, however, that should Tenant so remove any machinery, trailers, fencing, apparatus, equipment or other Premises of whatever nature, Tenant shall do so at its own expense without damage or injury to the Premises. In the event of damage or injury to the Premises, Tenant shall repair or restore the Premises to its condition as existed prior to the installation and removal of such machinery, apparatus, equipment or other Premises. Tenant will install and maintain a construction trailer at the site for the GDOT Engineering personnel per the Georgia Department of Transportation Standards and Specifications Construction of Transportation Systems, Section 153-Field Engineer's Office and the Contract Documents required for the above-mentioned project. The GDOT personnel will use the building exclusively for as long as they consider necessary, but no longer than the date of Final Acceptance of the Project. Tenant will, at that juncture, remove trailer and clean up the fenced in site to a condition acceptable by the Landlord.
- 10. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the building is taken pursuant to condemnation proceedings, this Lease shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking, and rental shall be accounted for as between Landlord and Tenant as of that date. If

neither party elects to terminate this Lease or if the Premises can be restored within the period provided above, Landlord shall rebuild the premises in a reasonable time and with due diligence with this Lease remaining in force except that Tenant's obligations shall abate until the Premises is restored to a tenantable condition. If the Premises is damaged but not wholly destroyed by any casualties after any condemnation proceeding is economically usable by Tenant in its operations, this Lease shall not terminate but Landlord shall restore the Premises to substantially the same condition as before damage or taking in a reasonable time and with due diligence. In the event of damage by casualty, Tenant's obligations shall abate in such proportion as use of the Premises has been destroyed and when the Premises are restored to tenantable condition, full rental shall commence. In the event of a partial taking, rent shall abate on a permanent basis determined by the square footage of the Premises so taken and the rent rate for such area.

11. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred thereof, including but not limited to in addition all suits, damages, expenses, injuries, claims arising in any manner whatsoever attorney's fees and court costs. Additionally, Tenant shall assume sole responsibility for or incur liabilities for any injury to person or property caused by any act or omission of any person while on the premises and shall agree to indemnify Landlord and hold it harmless from any claim, suit, or demand made by any person. Furthermore, Tenant shall agree to indemnify Landlord and hold it harmless from any claim, suit, or demand arising out of any improvements to the premises or any indebtedness or obligations incurred by the Tenant or in making any improvement to the premises.
12. Tenant may not mortgage or pledge the property, lease or contract the property for any debt, or incur any encumbrances that could result in a lien against the property, lease or contract and may not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant, without the prior written consent of the Landlord. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior consent of Landlord. Any assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.
13. It is mutually agreed that in the event Tenant shall default in Tenant's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Tenant shall default in the performance of any of the terms or provisions of this Lease other than the provision requiring the payment of rent and such default continues for a period of thirty (30) days after notice from Landlord, or if Tenant are adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, Landlord, at his option, may at once terminate this lease by written notice to Tenant and thereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself

- thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
14. Landlord may, as Tenant's agent and without terminating this Lease, upon Tenant's default under this Lease and the lapse of any applicable grace period, at Landlord's option, enter upon and relet the Premises on the best available terms obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper.
 15. Landlord may enter the Premises at reasonable hours and upon reasonable notice to exhibit the same to prospective purchasers or Tenant and to make repairs to Landlord's adjoining Premises, if any. Landlord agrees that Tenant shall be permitted to have a representative monitor any such entry on to the Premises if Tenant feel such is necessary to protect the security and confidentiality of Tenant's business activities on the Premises. Landlord agrees to indemnify and hold Tenant harmless from any loss or damage caused to Tenant's equipment or Premises on the Premises which results from any act or negligence of Landlord, Landlord's agents, employees or licensees during such entry.
 16. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect landlord's right to collect rent for the period prior to termination thereof.
 17. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Nothing contained herein nor any action or inaction by Landlord shall be deemed to grant to Tenant any right, power or permission to perform any act or make any agreement which may create, give rise to or constitute the foundation for any right, title, interest, lien, charge or other encumbrance upon Landlord's estate in the Premises. So long as Tenant is not in default hereunder, Tenant shall have full and quiet enjoyment of the Premises.
 18. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate in effect at the end of the Lease and such holding over shall not operate as a renewal of this lease by operation of law.
 19. If any obligations or funds owing under this Lease are collected by or through an attorney-at-law, Tenant agrees to pay Landlord's attorney's fees, not to exceed fifteen percent (15%) of such collection. If Tenant shall bring suit to enforce Landlord's obligations hereunder, Tenant shall be entitled to recover its attorney's fees if Tenant prevail in such action.
 20. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.
 21. Tenant hereby appoint as Tenant's agent to receive service of all dispossessory or distant proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time or occupying the Premises; and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises.

22. All notices to shall be sent to:

Landlord

City of Cartersville, Georgia
 Attention: Assistant City Manager
 P. O. Box 1390
 Cartersville, Georgia 30120

Tenant

BARTOW PAVING COMPANY, INC.
 P.O. BOX 2045
 CARTERSVILLE, GA 30120

- Either party may change its mailing address by written notice delivered to the other.
23. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.
24. This Lease has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Lease.
25. Time is of the essence of this Lease.
26. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
27. This Lease may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.
28. During the entire duration of this contract, Tenant must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.
29. This Lease may be altered, amended or terminated by a written agreement signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the date and year first above written.

LANDLORD: CITY OF CARTERSVILLE

Signed, sealed and delivered
this _____ day of _____, 2017.

Mayor, Matthew Santini

WITNESS

ATTEST:

NOTARY PUBLIC

Deputy City Clerk, Meredith Ulmer

My Commission Expires

TENANT:

Signed, sealed and delivered
this 1st day of JANUARY, 2017.

BY: _____

JOHN (SAM) SHROPSHIRE, EXECUTIVE VICE PRESIDENT
BARTOW PAVING COMPANY, INC.

WITNESS

NOTARY PUBLIC

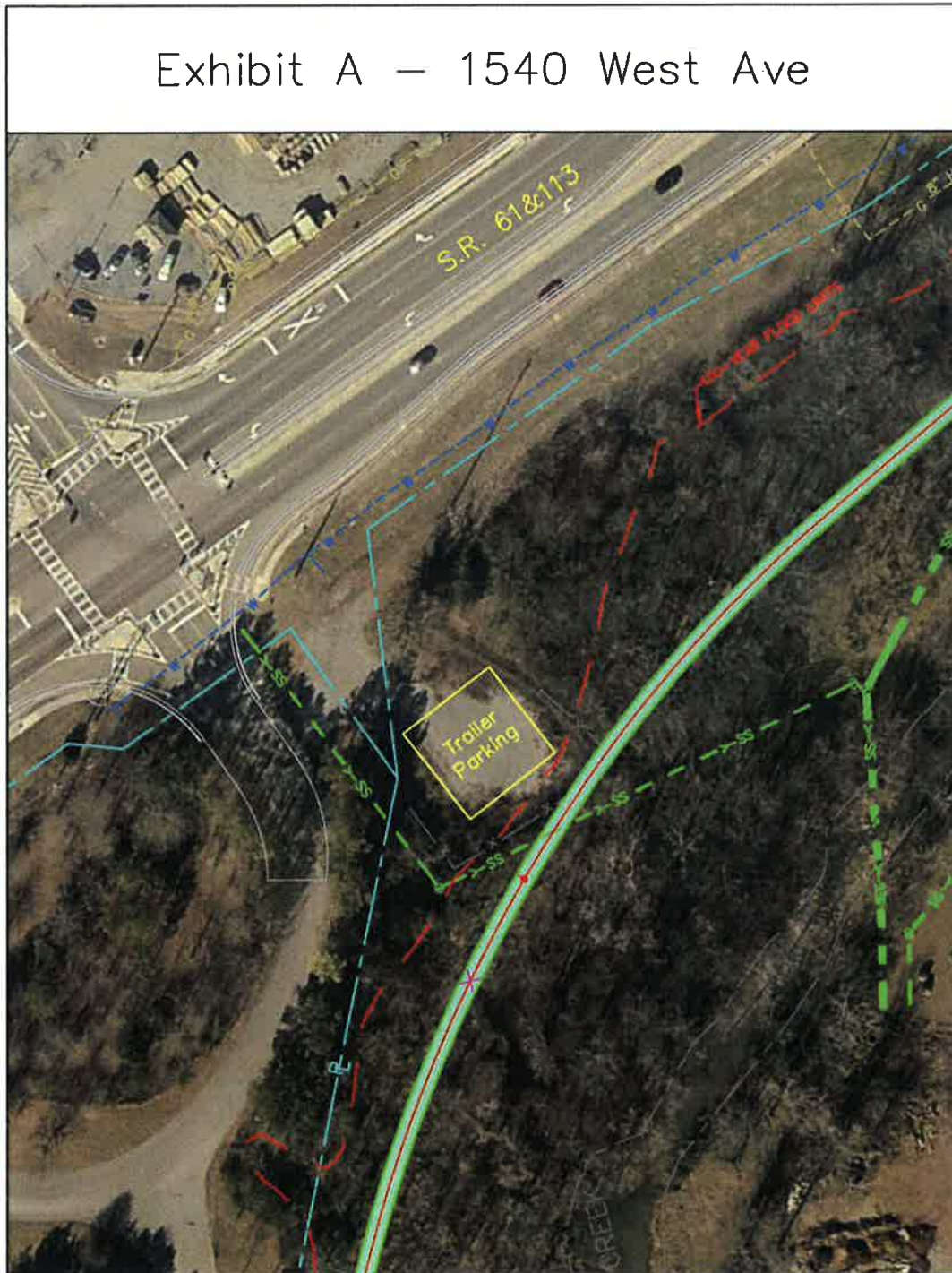
Landis S. Carnes
Notary Public, Bartow County, GA
My Commission Expires November 5, 2020

My Commission Expires



EXHIBIT "A"

The Property described as 1540 West Avenue, in the City of Cartersville, Bartow County, Georgia, as indicated on the attached drawing. Note that parking of the construction trailer will be restricted to the space shown in the drawing below.



CONTRACTOR AFFIDAVIT AND AGREEMENT

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

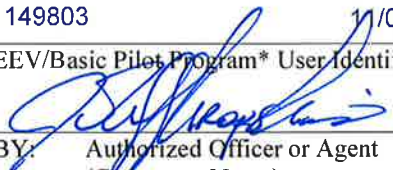
The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91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

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

149803

11/03/2009

EEV/Basic Pilot Program* User Identification Number

BY: 
Authorized Officer or Agent
(Contractor Name)

12/21/2016

Date

BARTOW PAVING COMPANY, INC.

EXECUTIVE VICE PRESIDENT

Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

P.O. BOX 2045, CARTERSVILLE, GEORGIA 30120

Contractor Address

JOHN (SAM) SHROPSHIRE

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

21 DAY OF DECEMBER, 2016

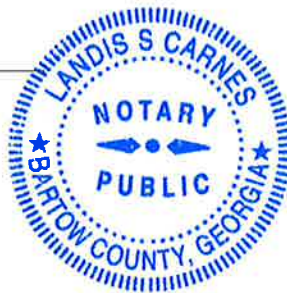
Notary Public

My Commission Expires:

Landis S Carnes

Notary Public, Bartow County, GA

My Commission Expires November 5, 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).