



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 – 10/20/2016
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. October 6, 2016 (Pages 1-33)

[Attachments](#)

B. Second Reading of Ordinances

1. Amendment to Budget Ordinance for Fiscal Year 2015-16 (Pages 34-36)

[Attachments](#)

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

1. File Z16-04: Rezoning application by Howren Family Properties LLLP for properties located at 418,420 and 422 Grassdale Road from O-C (Office Commercial) to G-C (General Commercial). Approximately 1.51 acres.(Pages 37-49)

[Attachments](#)

D. Contracts/Agreements

1. Deed of Dedication and Maintenance Agreement for New Kroger (Pages 50-70)

[Attachments](#)

2. GADOT TE Agreement - Etowah RiverWalk-Leake Mounds Link (Page 71)

[Attachments](#)

3. Electric Vehicle Charger Agreement (Pages 72-81)

[Attachments](#)

E. Bid Award/Purchases

1. Electric Vehicle Charging Station (Page 82)

[Attachments](#)

2. Electric Department Transformer Purchase (Pages 83-88)

[Attachments](#)

3. 2017 Calendar Printing (Page 89)

[Attachments](#)

4. Replacement Flygt Mixer (Pages 90-99)

[Attachments](#)

5. Secondary #4 Gearbox Rebuild (Pages 100-103)

[Attachments](#)

6. Personal Protective Equipment for Three New Firefighters (Pages 104-105)

[Attachments](#)

F. Proposals

1. Annual Firefighter Physicals (Pages 106-112)

[Attachments](#)

G. Bid Award/Purchases

1. Internet Bandwidth (Page 113)

[Attachments](#)

2. Net Equalizer Bandwidth Shaper (Pages 114-115)

[Attachments](#)

3. Mobile License Plate Reader 3-Camera System (Pages 116-118)

[Attachments](#)

4. Water Pollution Control Plant Falk Coupling (Pages 119-121)

[Attachments](#)

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5. Clarifiers 5 & 6 Sludge Collection Part (Pages 122-123)

[Attachments](#)

H. Other

1. FY 2016 Audit Engagement Letter (Pages 124-130)

[Attachments](#)

I. Monthly Financial Statement

1. August 2016 (Pages 131-135)

[Attachments](#)

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



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
October 6, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Approval of the Oct. 6 Council meeting minutes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Wren

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; 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. Jayce Stepp, Council Member Ward Two, and David Archer, City Attorney were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. September 15, 2016

A motion to approve the September 15, 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. Presentations

1. Georgia Municipal Association to Present Recognition of Service Award to State Representative Paul Battles

Michael McPherson with the Georgia Municipal Association presented the Champion of Georgia Cities to State Representative Paul Battles in recognition of his service and dedication to the municipalities in Georgia. Mr. Battles thanked the GMA for the award and stated that he will continue to serve to the best of his ability. Mayor Santini also thanked him for his service.

C. Second Reading of Ordinances

1. Chapter 6 Article 10 & 11 Unfit Building and Structures and Blighted Property

Randy Mannino, Planning and Development Director stated that this is a revision update for the unfit building ordinance that is already in place. Additionally, it adds a tax penalty and tax credit opportunity to help encourage compliance. Mr. Mannino stated that there have been

no additions or corrections since the first reading and recommended approval.

A motion to approve Ordinance No. 19-16 was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 19-16

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 6. BUILDINGS AND BUILDING REGULATIONS** is hereby amended by deleting Article X. in its entirety and replacing it with a new Article X and Article XI as follows:

1.

Article X. Unfit Building and Structures

Sec. 6-279. Short Title.

This Article shall be known as the “City of Cartersville Unfit Building and Structures Ordinance.”

Sec. 6-280. Definitions.

As used in this article, the term:

(a) *Applicable codes* means any optional housing or abatement standard provided in O.C.G.A. title 8, chapter 2 as adopted by ordinance or operation of law, or other property-maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property; any fire or life safety code as provided for in O.C.G.A. title 25, chapter 2; and any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in O.C.G.A. title 8, chapter 2 after October 1, 1991, provided that such building or minimum standard codes for real-property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

(b) *Closing* means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.

(c) *Drug crime* means an act which is a violation of O.C.G.A. title 16, chapter 13, article 2, known as the "Georgia Controlled Substances Act".

(d) *Dwellings, buildings, or structures* means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. As used in this article, the term "dwellings, buildings, or structures" shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

(e) *Graffiti* means any inscriptions, words, figures, paintings, or other defacements that are written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by means of any aerosol paint container, broad-tipped marker, gum label, paint stick, graffiti stick, etching equipment, brush, or other device capable of scarring or leaving a visible mark on any surface without prior authorization from the owner or occupant of the property.

(f) *Governing authority* means the Mayor City Council of the City of Cartersville, Georgia.

(g) *Interested party* means:

- (1) The "owner";
- (2) Persons in possession of said property and premises;
- (3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;
- (4) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9; and
- (5) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county courthouse or by the clerk of court; provided, however, interested party shall not include the holder of the benefit or burden of any easement or right-of-way whose interest is properly recorded which interest shall remain unaffected.

(h) *Municipality* means the City of Cartersville, Georgia.

(i) *Owner* means the holder of the title in fee simple and every mortgagee of record.

(j) *Public authority* means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county or state) relating to health, fire, life safety, building regulations, or to other activities concerning dwellings, buildings, or structures, or use of private property within the city.

(k) *Public officer* means the Building Official, who is authorized to exercise the powers prescribed by this article, and any officer or employee of the city to whom he or the City Manager delegates such authority.

(l) *Repair* means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

(m) *Resident* means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

Sec. 6-281. Duty of owners of real property and structures thereon.

It is the duty of the owner of every dwelling, building, structure, or private property within the jurisdiction to construct and maintain such dwelling, building, structure, or property in conformance with applicable codes in force within the city or such laws and ordinances which regulate and prohibit activities on private property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure, or use private property in violation of such codes, laws or ordinances.

Sec. 6.282. Declaration of public nuisance.

Every dwelling, building, or structure within the city which (i) is constructed or maintained in violation of applicable codes in force within the city; (ii) is unfit for human habitation or commercial, industrial, or business use or occupancy due to inadequate provisions for ventilation, light, air, sanitation, or open spaces; (iii) poses an imminent harm to life or other property due to fire, flood, hurricane, tornado, earthquake, storm or other natural catastrophe; (iv) is vacant and used in the commission of drug crimes; (v) is occupied and used repeatedly for the commission of illegal activities, including facilitating organized crime or criminal enterprises, after written notice to the owner of such activities conducted therein; (vi) is abandoned; or (vii) otherwise constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, is hereby declared a public nuisance. Every private property within the city on which is being regularly conducted any activity or land use in violation of applicable laws and ordinances, including the zoning ordinance of this city, is hereby declared to be a public nuisance. Property which may be deemed esthetically substandard or deteriorating shall not meet the definition of a public nuisance unless the overall condition or use of the property results in impaired health, safety, transmission of disease, infant mortality, or crime.

Sec. 6-283. Powers of city Building Official or his designee.

(a) In carrying out his duties pursuant to this article, the Building Official or his designee to whom his authority is assigned shall, in addition to those powers otherwise conferred upon or delegated to him by the Charter and other ordinances of the city, be empowered to:

(1) Investigate and inspect the condition of dwellings, buildings, structures, and private property within the city to determine those structures and property uses in violation of this article. Entries onto private property shall be made in a manner so as to cause the least possible inconvenience; provided, however, the public officer shall not enter into any occupied dwelling or structure without first having obtained the consent of the owner or a person in possession. In those cases where consent to entry is denied after reasonable request, the public officer may apply to the municipal court for an administrative search warrant upon showing probable cause that a violation exists.

(2) To retain experts including certified real estate appraisers, qualified building contractors, and qualified building inspectors, engineers, surveyors, accountants, and attorneys.

(3) To appoint and fix the duties of such officers and employees of the city as he deems necessary to carry out the purposes of this article; and

(4) To delegate any of his functions and powers under this article to such officers, employees and agents as he may designate.

(b) In addition to the procedures set forth in this article, the Building Official or his designee(s) may issue citations for violations of state minimum standard codes, optional building, fire, life safety and other codes adopted by ordinance, and conditions declared to constitute a public health or safety hazard or general nuisance, and to seek enforcement of such citations before the municipal court prior to issuing a complaint in rem as provided in this article. Nothing in this article shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by other summary proceedings.

Sec. 6-284. Complaint in rem in municipal court; procedure; lien; appeal.

(a) Whenever a request is filed with the public officer by a public authority or by at least five residents of the municipality charging that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may make an investigation or inspection of the specific dwelling, building, structure, or property and make a written report of his findings. Such officer shall be guided in his investigation by documenting conditions, which include but are not limited to:

- (1) Defects therein increasing the hazards of fire, accidents, or other calamities;
- (2) Lack of adequate ventilation, light, or sanitary facilities;
- (3) Dilapidation;
- (4) Disrepair by failure to conform to applicable codes and ordinances;
- (5) Structural defects which render the structure unsafe for human habitation or occupancy;
- (6) Uncleanliness; or

(7) The presence of graffiti which is visible from adjoining public or private property.

(b) If the public officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall file a complaint in rem in the municipal court of the city against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the interested parties in such dwelling, building, or structure. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the municipal court at a date and time certain and at a place within the county or municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(c) If, after such notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state, in writing, findings of fact in support of such determination and shall issue and cause to be served upon the interested parties that have answered the complaint or appeared at the hearing an order:

(1) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation; and, if applicable, to secure by closing the structure so that it cannot be used in connection with the commission of drug crimes; or

(2) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this section, the court shall make its determination of reasonable cost in relation to the present value of the dwelling, building, or structure without consideration of the

value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered; and, provided further, that if the unsatisfactory condition is limited solely to the presence of graffiti, the dwelling, building or structure shall not be ordered demolished or closed, but its owner may be ordered to repair the same by cleaning or removal of the graffiti. Income and financial status of the owner shall not be a factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in O.C.G.A. title 43, chapter 39A, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the jurisdiction.

(d) If the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the public officer shall cause such dwelling, building, or structure to be repaired, altered, or improved, or to be vacated and closed, or demolished within 270 days of the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to subsection (c) of this section or any equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action shall commence. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

"This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful."

(e) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and governing authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.

(f) The amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the tax commissioner, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.

(g) The lien provided for in subsection (e) shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the clerk of superior court in Bartow County and shall relate back to the date of the filing of the lis pendens notice required under subsection (a). The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the clerk of superior court, the public officer shall, within 90 days of the completion of repairs, demolition or closure, forward a copy of the order and a final statement of costs to the county tax commissioner.

(h) It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem taxes, including specifically O.C.G.A. § 48-4-5; provided, however, that the limitation of O.C.G.A. § 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply; provided, further, that redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81. The tax commissioner may initiate enforcement of liens imposed under this section at any time following receipt of the final determination of costs from the public officer. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes.

(i) The tax commissioner shall remit the amount collected to the governing authority of the municipality whose ordinance is being enforced. The tax commissioner may retain an amount equal to the cost of administering collection of the lien. Any such amount collected and retained for administration shall be deposited in the general fund of the county to pay the cost of administering the lien.

(j) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the municipality agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

(k) Review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be by direct appeal to the superior court under O.C.G.A. § 5-3-29.

Sec. 6-285. Service of complaints or orders upon owners and parties in interest.

(a) Summons and copies of the complaint shall be served in the following manner:

(1) In all cases, a copy of the complaint and summons shall be conspicuously posted on the subject dwelling, building, structure, or property within three business days of filing of the complaint and at least 14 days prior to the date of the hearing.

(2) At least 14 days prior to the date of the hearing, the public officer shall mail copies of the complaint and summons by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are readily ascertainable. Copies of the complaint and summons shall also be mailed by first-class mail to the property address to the attention of the occupants, if any;

(3) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two consecutive weeks prior to the hearing; and

(4) A notice of lis pendens shall be filed in the office of the clerk of superior court in which the dwelling, building, structure, or property is located at the time of filing the complaint in municipal court.

(b) The public officer shall cause an affidavit of service to be filed of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(c) Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided in this section on every interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

Sec. 6-286. Limitation of liability for code enforcement; no special duty created.

It is the intent of this article to protect the public health, life safety and general welfare of properties and occupiers of buildings and structures within the city in general, but not to create any special duty or relationship with any individual person or to any specified property within or without the boundaries of the city. Approval of a permit and inspection of a property shall in no manner guarantee or warrant to the owner or occupants thereof that said property has been constructed, maintained, or operated in conformance with applicable codes, laws and regulations. The city reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the city, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created. To the extent any federal or state law, regulation, or ordinance requires compliance as a condition precedent to the issuance of a permit, plan or design approval, inspection or other activity by the city, its officers, employees and agents, issuance of such permit, approval, or inspection shall not be deemed to constitute a waiver or estoppel of the

condition precedent, and it shall remain the obligation and responsibility of the owner, his design professional(s), and contractor(s) to satisfy such legal requirements.

Sec. 6-287. General cleanliness of premises.

The owner and occupant of property within the city shall each be independently responsible for keeping the premises, including all buildings thereon and the full yard thereof, clean and free from all garbage, refuse, filth, dirt, ashes, trash, rubbish and other offensive materials.

Sec. 6-288. Disorderly house.

(a) Any person who keeps and maintains, either by himself or others, a common, ill-governed and disorderly house, to the encouragement of gaming, drinking, illicit drug activity, or other misbehavior, to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the city; provided, however, before any person is charged under this subsection, written notice shall be given the owner of the property and the person in possession thereof by the chief of police stating the general, customary and common habits of the house, giving fair notice of this subsection and the conduct proscribed thereby.

(b) Any person who shall allow any boisterous, noisy, drunken or riotous persons to assemble or remain in their house, apartment or upon their property, after receiving oral notice from a police officer that boisterous, noisy, drunken or carousing activities have caused complaint and annoyance to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the city; provided, however, no person shall be charged under this subsection unless the owner or person in possession of the premises has been afforded an opportunity to disburse the assembly or offending person from the premises. This subsection shall not preclude a police officer from arresting any individual for criminal trespass where such individual knowingly and without authority remains on private property after being notified by the owner or lawful occupant to depart.

Sec. 6-289. Violations; enforcement penalties.

Any person who willfully refuses to comply with the provisions of this article shall be cited to appear before the municipal court and, upon conviction, shall be fined not less than \$100.00 and up to \$1,000.00; each day of continued violation, after citation, shall constitute a separate offense. In addition to the foregoing fines, upon conviction, the Water Superintendent shall discontinue the public water supply service at any premises upon which there is found to be a cross-connection, auxiliary intake, by-pass, or inter-connection, and service shall not be restored until such cross-connection, auxiliary, by-pass, or inter-connection has been discontinued.

Sec. 6-290. - Prior ordinances relating to repair, closing, or demolition of unfit buildings or structures.

Ordinances and Code sections of this Code relating to the subject matter of this article and in effect prior to _____, being the effective date of this article, shall continue in force and effect for actions commenced thereunder and have the same force and

effect after said date as this article. All new actions commenced on or after _____ shall be brought pursuant to this article.

Sec. 6-291. - Burned structures.

(a) In the event that a structure burns or has substantial fire damage, the building official or fire official may declare that the structure constitutes a public hazard if in its after condition, it is a fire hazard, pursuant to the City Building and/or Fire Codes, to the health, safety and welfare of the public and is considered to be an unsafe building pursuant to the provisions of this article.

(b) Upon service of the notice, either by a duly appointed police officer, process server or by certified mail, the property owner shall within ten (10) days of the notice submit a written plan of corrective action to the fire official and building official according to the specifications contained in the notice.

(c) The building official and fire official shall then make a determination if the plans, as submitted, comply with all local, state and federal codes, laws, regulations and ordinances. If they are not in compliance, the applicant shall then have five (5) days from receipt of comments and suggested revisions to resubmit the final corrected plans for rehabilitation. Once the plans, as submitted, are approved, the building official and the applicant shall agree on a rehabilitation schedule for said building. The city has five (5) days from receipt of the plans to approve, disapprove or return for corrections.

(d) If plans are not submitted or are not approved or have not been approved within thirty (30) days from receipt of the notice as provided for in this section, the city is authorized to begin condemnation proceedings under this chapter.

(e) Any denial of plans and/or variances may be appealed to the Board of Zoning Appeals within ten (10) days of the denial

.Sec. 6-292 – 299. Reserved.

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Article XI. Blighted Property

Sec. 6-300. Short Title.

This Article shall be known as the “City of Cartersville Blighted Property Ordinance.”

Sec. 6-301. Purpose.

The existence of real property which is maintained in a blighted condition increases the burden of the state and local government by increasing the need for government services, including but not limited to social services, public safety services, and code enforcement services. Rehabilitation of blighted property decreases this need for such government services.

In furtherance of its objective to eradicate conditions of slum and blight within the city, this Mayor and City Council, in exercise of the powers granted to municipal corporations at Chapter 61, Urban Redevelopment, of Title 36 of the Official Code of Georgia Annotated, has designated those areas of the city where conditions of slum and blight are found or are likely to spread.

In recognition of the need for enhanced governmental services and in order to encourage private property owners to maintain their real property and the buildings, structures and improvement thereon in good condition and repair, and as an incentive to encourage community redevelopment, a community redevelopment tax incentive program is hereby established as authorized by Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia.

Sec. 6-302. Definitions.

(a) 'Blighted property', 'blighted', or 'blight' means any urbanized or developed property which:

(1) Presents two or more of the following conditions:

(A) Uninhabitable, unsafe, or abandoned structure;

(B) Inadequate provisions for ventilation, light, air, or sanitation;

(C) An imminent harm to life or other property caused by fire, flood, hurricane, tornado, earthquake, storm, or other natural catastrophe respecting which the governor has declared a state of emergency under the state law or has certified the need for disaster assistance under federal law; provided, however, this division shall not apply to property unless the relevant public agency has given notice in writing to the property owner regarding specific harm caused by the property and the owner has failed to take reasonable measures to remedy the harm;

(D) A site identified by the federal Environmental Protection Agency as a superfund site pursuant to 42 U.S.C. Section 9601, et seq., or having environmental contamination to an extent that requires remedial investigation or a feasibility study;

(E) Repeated illegal activity on the individual property of which the property owner knew or should have known; or

(F) The maintenance of the property is below state, county, or municipal codes for at least one year after written notice of the code violation to its owner; and

(2) Is conducive to ill health, transmission of disease, infant mortality, or crime in the immediate proximity of the property.

Property shall not be deemed blighted solely because of esthetic conditions.

(b) **‘Building inspector’** means a certified inspector possessing the requisite qualifications to determine minimal code compliance.

(c) **‘Community redevelopment’** means any activity, project, or service necessary or incidental to achieving the redevelopment or revitalization of a redevelopment area or portion thereof designated for redevelopment through an urban redevelopment plan or thorough local ordinances relating to the repair, closing, and demolition of buildings and structures unfit for human habitation.

(d) **‘Governing authority’** means the Mayor and City Council of the City of Cartersville, a Georgia municipal corporation.

(e) **‘Millage’ or ‘millage rate’** means the levy, in mills, which is established by the governing authority for purposes of financing, in whole or in part, the levying jurisdiction's general fund expenses for the fiscal year.

(f) **‘Person’** means such individual(s), partnership, corporations, business entities and associations which return real property for ad valorem taxation or who are chargeable by law for the taxes on the property.

(g) **‘Public officer’** means the Building Official or such officer or employee of the city as designated by the city manager to perform the duties and responsibilities hereafter set forth in this article.

Sec. 6-303. Ad Valorem Tax Increase on Blighted Property

(a) There is hereby levied on all real property within the city which has been officially identified as maintained in a blighted condition an increased ad valorem tax by applying a factor of seven (7.0) to the millage rate applied to the property, so that such property shall be taxed at a higher millage rate generally applied in the municipality, or otherwise provided by general law; provided, however, real property on which there is situated a dwelling house which is being occupied as the primary residence of one or more persons shall not be subject to official identification as maintained in a blighted condition and shall not be subject to increased taxation.

(b) Such increased ad valorem tax shall be applied and reflected in the first tax bill rendered following official designation of a real property as blighted.

(c) Revenues arising from the increased rate of ad valorem taxation shall, upon receipt, be segregated by the city manager and used only for community redevelopment purposes, as identified in an approved urban redevelopment program, including defraying the cost of the city's program to close, repair, or demolish unfit building and structures.

Sec. 6-304. Identification of Blighted Property.

(a) In order for a parcel of real property to be officially designated as maintained in a blighted condition and subject to increased taxation, the following steps must be completed:

(1) An inspection must be performed on the parcel of property. In order for an inspection to be performed,

(A) A request may be made by the public officer or by at least five residents of the city for inspection of a parcel of property, said inspection to be based on the criteria as delineated in ordinance, or

(B) The public officer may cause a survey of existing housing conditions to be performed, or may refer to any such survey conducted or finalized within the previous five years, to locate or identify any parcels which may be in a blighted condition and for which a full inspection should be conducted to determine if that parcel of property meets the criteria set out in this article for designation as being maintained in a blighted condition.

(2) A written inspection report of the findings for any parcel of property inspected pursuant to subsection (1) above shall be prepared and submitted to the public officer. Where feasible, photographs of the conditions found to exist on the property on the date of inspection shall be made and supplement the inspection report. Where compliance with minimum construction, housing, occupancy, fire and life safety codes in effect within the city are in question, the inspection shall be conducted by a certified inspector possessing the requisite qualifications to determine minimal code compliance.

(3) Following completion of the inspection report, the public officer shall make a determination, in writing, that a property is maintained in a blighted condition, as defined by this article, and is subject to increased taxation.

(4) The public officer shall cause a written notice of his determination that the real property at issue is being maintained in a blighted condition to be served upon the person(s) shown on the most recent tax digest of Bartow County as responsible for payment of ad valorem taxes assessed thereon; provided, however, where through the existence of reasonable diligence it becomes known to the public officer that real property has been sold or conveyed since publication of the most recent tax digest, written notice shall be given to the person(s) known or reasonably believed to then own the property or be chargeable with the payment of ad valorem taxes thereon, at the best address available. Service in the manner set forth at O.C.G.A. § 41-2-12 shall constitute sufficient notice to the property's owner or person chargeable with the payment of ad valorem taxes for purpose of this section, except that posting of the notice on the property will not be required.

(b) The written notice given to the person(s) chargeable with the payment of ad valorem taxes shall notify such person of the public officer's determination the real property is being maintained in a blighted condition and shall advise such person of the hours and location at which the person may inspect and copy the public officer's determination and any supporting documentation. Persons notified that real property of which the person(s) is chargeable with the payment of ad valorem taxes shall have 30 days from the receipt of notice in which to request a hearing before the city's municipal court. Written request for hearing shall be filed with the public officer and shall be date stamped upon receipt. Upon receipt of a request for hearing, the public officer shall notify the municipal court and the building inspector or person who performed the inspection and prepared the inspection report.

(c) Within 30 days of the receipt of a request for hearing, the municipal court clerk shall set a date, time and location for the hearing and shall give at least ten business days notice to the person(s) requesting the hearing, the public officer and the building inspector or person who performed the inspection and prepared the inspection report. Notice of scheduled hearings shall be published as a legal advertisement in the Daily Tribune News, or other designated legal organ in Bartow County, at least five days prior to the hearing. Hearings may be continued by the municipal court judge upon request of any party, for good cause.

(d) At the hearing, the public officer shall have the burden of demonstrating by a preponderance of the evidence that the subject property is maintained in a blighted condition, as defined by this article. The municipal court judge shall cause a record of the evidence submitted at the hearing to be maintained. Upon hearing from the public officer and/or their witnesses and the person(s) requesting the hearing and/or their witnesses, the judge of municipal court shall make a determination either affirming or reversing the determination of the public officer. The determination shall be in writing and copies thereof shall be served on the parties by certified mail or statutory overnight delivery. The determination by the court shall be deemed final. A copy of such determination shall also be served upon the Tax Commissioner of Bartow County, who shall include the increased tax on the next regular tax bill rendered on behalf of the city.

(e) Persons aggrieved by the determination of the court affirming the determination of the public officer may petition the Superior Court of Bartow County for a writ of certiorari within 30 days of issuance of the court's written determination.

Sec. 6-305. Remediation or Redevelopment.

(a) A property owner or person(s) who is chargeable with the payment of ad valorem taxes on real property which has been officially designated pursuant to this article as property maintained in a blighted condition may petition the public officer to lift the designation, upon proof of compliance with the following:

(1) Completion of work required under a plan of remedial action or redevelopment approved by the city's planning and development director which

addresses the conditions of blight found to exist on or within the property, including compliance with all applicable minimum codes; or

(2) Completion of work required under a court order entered in a proceeding brought pursuant to Article X, Unfit Buildings and Structures, of Chapter 6 of the Code of City of Cartersville, Georgia.

(b) Before action on a petition to lift the designation, the public officer shall cause the property to be thoroughly inspected by a building inspector who, by written inspection report, shall certify that all requisite work has been performed to applicable code in a workmanlike manner, in accordance with the specifications of the plan of remedial action or redevelopment, or applicable court order. Upon finding required work to be satisfactorily performed, the public officer shall issue a written determination that the real property is no longer maintained in a blighted condition. Copies of this determination shall be served upon the person(s) chargeable with the payment of ad valorem taxes, and upon the Tax Commissioner of Bartow County.

(c) All plans for remedial action or redevelopment shall be in writing, signed by the person(s) chargeable with the payment of ad valorem taxes on the real property and the director of the city's planning and development department, and contain the following:

(1) The plan shall be consistent with the city's comprehensive plan and all laws and ordinances governing the subject property, and shall conform to any urban redevelopment plan adopted for the area within which the property lies;

(2) The plan shall set forth in reasonable detail the requirements for repair, closure, demolition, or restoration of existing structures, in accordance with minimal statewide codes; where structures are demolished, the plan shall include provisions for debris removal, stabilization and landscaping of the property;

(3) On parcels of five acres or greater, the plan shall address the relationship to local objectives respecting land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements;

(4) The plan shall contain verifiable funding sources which will be used to complete its requirements and show the feasibility thereof;

(5) The plan shall contain a timetable for completion of required work; and

- (6) Any outstanding ad valorem taxes (state, school, county and city, including the increased tax pursuant to this article) and governmental liens due and payable on the property must be satisfied in full.

Sec. 6-306. Decrease of Tax Rate.

(a) Real property which has had its designation as maintained in a blighted condition removed by the public officer, as provided in Section 6-305, Identification of Blighted Property, of this Article, shall be eligible for a decrease in the rate of city ad valorem taxation by applying a factor of 0.5 to the city millage rate applied to the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the municipality or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every \$25,000.00 or portion thereof equaling one year of tax reduction; provided, however, that no property shall be entitled to reduction in city ad valorem taxes for more than four successive years.

(b) In order to claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a notarized affidavit to the public officer, supported by receipts or other evidence of payment, of the amount expended.

Sec. 6-307. Notice to Tax Commissioner.

It shall be the duty of the public officer to notify the Tax Commissioner of Bartow County in writing as to designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street address and tax map, block and parcel number, as assigned by the Bartow County Tax Assessor's Office. The public officer shall cooperate with the tax commissioner to assure accurate tax billing of those properties subject to increased or reduced ad valorem taxation under this article.

Sec. 308 – Sec. 319. Reserved.

3.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

4.

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

5.

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

6.

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 September 2016.

ADOPTED this the 6th day of October 2016. Second Reading.

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

ATTEST:

**/s/ Connie Keeling
Connie Keeling
City Clerk**

2. Chapter 10 Article 13 Tourist Accommodations and Extended Stay Rentals

Randy Mannino, Planning and Development Director stated that these revisions update the existing ordinance requirements, with the main change being reference and adoption of State regulations. The change would make it easier for enforcement and prosecution in Municipal Court of violations of State regulations. Mr. Mannino stated that there was one change needed to this ordinance in the title section 10-503 to eliminate the words “and security camera”. Mr. Mannino recommended approval.

A motion to approve Ordinance No. 20-16 with the change to eliminate the words “and security camera” was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 20-16

It is hereby ordained by the Mayor and City Council of Cartersville, Georgia that the Code of Ordinances, Chapter 10. LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. ARTICLE XIII. HOTELS/MOTELS is hereby deleted in its entirety and substituted with the following Ordinance.

1.

ARTICLE XIII – TOURIST ACCOMODATIONS AND EXTENDED STAY RENTALS

Sec. 10-500 – Definitions.

(a) Tourist Accommodation is as defined in Georgia Department of Human Resources Rules, Chapter 290-5-18.01(a), which is hereby adopted by reference as if fully set out in, but by way of illustration only, includes certain defined tourist courts, tourist cottages, tourist homes, trailer parks, trailer courts, motels, motor hotels, hotels...and further includes camp grounds, recreational vehicle parks and bed and breakfast inns.” For purposes of this Ordinance the definition of Tourist Accommodations includes Extended Stay Rentals.

(b) Extended Stay Rentals is defined by in Georgia Administrative Code, Department of Revenue, Rule 560-13-2.01 2(a), which is adopted herein by reference and states: ‘Extended stay rental’ means providing for value to the public a hotel room for longer than 30 consecutive days to the same customer.’

Sec. 10-501 – State Regulations Adopted.

(a) The rules and regulations of the Georgia Department of Human Resources entitled and published as Rules of Department of Human Resources Chapter 290-5-18 – TOURIST ACCOMODATIONS are hereby adopted as written as of April 27, 1984 and as amended from time to time, which are incorporated by reference as if fully set out herein.

(b) ENFORCEMENT. Upon violations of this Ordinance being made known to the Bartow County Board of Health or its representatives/inspectors, or the City Code Enforcement Officers and/or Police Officers, there shall be caused a Citation to issue by said Code Enforcement Officers and/or Police Officers, requiring the violator to appear before the Judge of the Municipal Court, on a day and time certain, then and there to stand trial for violation of this Code Section, pursuant to O.C.G.A. § 36-32-10.2.

Sec. 10-502 – Duties of Owners, Keepers or Proprietors.

a) *Register Number of persons in rooms.* Every owner, keeper or proprietor of any Tourist Accommodation and/or Extended Stay Rentals shall keep registration forms on which all guests, roomers or lodgers shall inscribe their names upon their procuring lodging, a room or accommodations. Said owner, keeper or proprietor shall verify the credit card signature of each guest, roomer or lodger making payment by way of credit

card, with the signature inscribed upon the hotel registration form. If the signature as inscribed on the form does not appear to reasonably match the signature on the credit card, further identification shall be requested of the type requested of persons paying in cash. Said owner, keeper or proprietor shall require identification of any guest, roomer or lodger paying in cash, at the time of registration, and in a valid and current format showing the person's name and date of birth, and may be, but is not limited to, a driver's license, state issued picture identification card, or such other form as will reasonably assure that the registrant is, in fact, the person under whose name such lodging, room or accommodation is, in fact, being procured, and shall maintain a photocopy of such identification. For any guest, roomer or lodger taking occupancy through a prearranged reservation in the name of a corporation, business, association or any other entity, the owner, keeper or proprietor shall request such identification of the specific guest, roomer or lodger at the time of registration as will reasonably assure such person to be the person for whom the lodging, room or accommodations have been procured.

(b) *Responsible front desk clerk.* Every owner, keeper or proprietor of any Tourist Accommodation and/or Extended Stay Rentals shall, at all times during which the premises accommodate guests, roomers or lodgers maintain on duty a responsible front desk clerk capable of assisting, communicating, and cooperating with the police or other law enforcement officials in maintaining the public health, welfare, and safety.

(c) *Access for law enforcement persons.* All information required to be procured and kept pursuant to subsection (a) of this section shall be provided to any federal, state, or local sworn law enforcement officer having the lawful power to arrest, upon demand of the officer and a representation by said officer that a reasonable suspicion exists that such information is relevant to a then-pending inquiry or investigation. Nothing in this requirement shall be construed as giving any such officer any greater right or license to enter a room or invade privacy than the officer shall otherwise possess as a matter of common law, probable cause, constitutional law, statutory right, or warrant.

(d) *Telephone required.* Every owner, keeper, or proprietor of any Tourist Accommodation and/or Extended Stay Rentals shall keep and maintain in each and every rental unit, a telephone equipped to place a direct call to 911.

(e) *Misrepresentation.* No person shall procure or provide Tourist Accommodation and/or Extended Stay Rentals, or any services therefrom, through misrepresentation or production of false identification, or identification which misrepresents the identity of the person procuring or sharing in such lodging or service.

(f) *Number of renters.* No owner, keeper or proprietor of any Tourist Accommodation and/or Extended Stay Rentals shall rent or provide a room for any number of persons greater than the sleeping accommodations provided within the particular rental unit or temporary sleeping accommodations provided by the Tourist Accommodations and/or Extended Stay Rentals.

(g) *Number of persons congregating in a room.* No owner, keeper, or proprietor, guest or resident of any Tourist Accommodation and/or Extended Stay Rentals shall allow to congregate within any room or single rental unit a number of persons which is greater than three (3) times the number of persons for whom sleeping accommodations are provided within the single room or rental unit.

Sec. 10-503 - Illumination.

The open parking area and all areas surrounding any building or proposed building being a Tourist Accommodation and/or Extended Stay Rentals shall have an average maintained foot-candle intensity of at least one (1) foot-candle with a minimum allowable intensity of three-tenths of a foot-candle. The covered parking area of any building or proposed building being Tourist Accommodation shall have an average maintained foot-candle intensity of five-tenths of a foot-candle.

Sec. 10-504 – Inspections.

(a) All Tourist Accommodations and/or Extended Stay Rentals shall be subject to random inspections at reasonable hours and as often as deemed necessary by City Code Enforcement Officers and/or City Police Officers to ensure adequate compliance with the provisions of this Ordinance.

(b) The owner, keeper or proprietor of a Tourist Accommodation and/or Extended Stay Rental is responsible for providing a person or persons at the time of the inspection who are authorized and able to provide access to all rooms, facilities, premises and records of the Tourist Accommodation and/or Extended Stay Rental, and who can demonstrate that there is sufficient daily oversight of employees and routine monitoring of operations to ensure compliance with the provisions of this Ordinance.

(c) An owner, keeper or proprietor shall be presumed unwilling or unable to comply if he/she refuses to allow the City Code Enforcement Officers, Fire Marshal's Division, and/or Police Officers to enter the premises of the Tourist Accommodation and/or Extended Stay Rental at any reasonable time and in a reasonable manner; and, such refusal shall be a violation of this Ordinance.

Sec. 10-505 – Penalty and Other Remedies.

(a) Any person violating the terms of this Ordinance, may be punished by fine, not to exceed \$1,000.00; or imprisonment, not to exceed 6 months; or both. Separate offenses shall be deemed to be committed on each day during on or which a violation occurs or continues.

(b) In addition to all other provisions of this Ordinance, any violation of this Ordinance is hereby deemed to be a continuing nuisance and may be abated by an application for injunction, mandamus, or other appropriate relief in the county superior court or other court of competent jurisdiction. Further, the City may bring suit in a court

of competent jurisdiction to seek an injunction or other appropriate relief, to halt any violation of this Ordinance. Such action may include seeking a temporary restraining order or temporary injunction and other appropriate temporary relief. Nothing in this Ordinance shall be deemed to restrict a suit for damages on behalf of the city or on behalf of any other person or entity.”

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 this the 15th day of September 2016.

ADOPTED this the 6th day of October 2016. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

D. First Reading of Ordinances

1. Amendment to Budget Ordinance for Fiscal Year 2015-16

Tom Rhinehart, Finance Director stated that after completion of the Fiscal Year 2015-16 close, the General Fund, Special Revenue funds and the SPLOST fund budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city into compliance with Generally Accepted Accounting Principles. These adjusts reflect the necessary changes needed to bring the budgets back into balance and Mr. Rhinehart recommended approval.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2015 - 2016 budget.

2015 - 2016 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$49,295,470	
Expenditures:		
Legislative		\$27,371,305
Administration		\$ 1,049,440
Finance Dept.		\$ 1,178,240
Customer Service Dept.		\$ 746,340
Police		\$ 5,122,265
Fire		\$ 7,266,790
Municipal Court		\$ 232,420
Public Works		\$ 2,407,325
Recreation		\$ 2,899,195
Planning & Development		\$ 866,300
Downtown Development Authority		\$ 155,850
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 1,827,705	\$ 1,827,705
SPLOST – 2003	\$ 105,170	\$ 105,170
SPLOST – 2014	\$ 2,655,040	\$ 2,655,040
DEA	\$ 232,165	\$ 232,165
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 557,530	\$ 557,530
Motor Vehicle Rental Tax	\$ 65,815	\$ 65,815
Grant Funds	\$ 394,635	\$ 394,635
Cartersville Building Authority	\$ 2,099,370	\$ 2,099,370
Supplemental Disaster Rec	\$ 25,480	\$ 25,480
Business Improve Dist Tax	\$ 36,215	\$ 36,215
Development Fees	\$ 17,045	\$ 17,045
 <u>Enterprise Funds</u>		
Fiber Optics	\$ 1,875,465	\$ 1,875,465
Electric	\$49,860,820	\$49,860,820
Gas	\$23,159,760	\$23,159,760
Solid Waste	\$ 2,388,600	\$ 2,388,600
Stormwater	\$ 1,389,000	\$ 1,389,000
Water & Sewer	\$15,575,145	\$11,219,875
Water Pollution Control Plant		\$ 2,321,935
Water Treatment Plant		\$ 2,033,335
 <u>Internal Service Fund</u>		
Garage	\$ 1,632,905	\$ 1,632,905

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 6th day of October 2016. First Reading.

ADOPTED this ____ day of October 2016. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

NO ACTION REQUIRED

E. Resolutions

1. Commencement Date for TAD – East Main Redevelopment Plan

Keith Lovell, Assistant City Attorney stated that this Resolution is related to the capture of the property tax increment on the Kroger Development. It is needed to support the bonds that were utilized by the developer to remove the landfills on the property. Mr. Lovell stated that Bartow County had already approved this and the City School Board was voting also. Mr. Lovell recommended approval.

A motion to approve Resolution No. 20-16 was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Resolution No. 20-16

SUPPLEMENTAL RESOLUTION

WHEREAS, the City of Cartersville, Georgia (the “City”), by a resolution adopted on October 9, 2014 (the “City Resolution”), determined that a portion of the City (the “East Main Street Tad #1 Urban Redevelopment Area”) be established as a “redevelopment area” pursuant to O.C.G.A. § 36-44-1, et seq. (the “Redevelopment Powers Law”); and

WHEREAS, pursuant to the City Resolution, a redevelopment plan (attached as an exhibit to the City Resolution) (the “Redevelopment Plan”) was adopted and approved for the East Main Street TAD #1 Urban Redevelopment Area (the “East Main Street TAD”); and

WHEREAS, pursuant to the City Resolution, the City designated itself as redevelopment agency for purposes of implementing the Redevelopment Plan for the East Main Street TAD #1 Urban Redevelopment Area; and

WHEREAS, the City Resolution, as supplemented on June 18, 2015, provided that the East Main Street TAD was created pursuant to the City's redevelopment powers contained in the Redevelopment Powers Law, and became effective on December 31, 2015; and

WHEREAS, the Redevelopment Powers Law provides that school district ad valorem property taxes may be included in the computation of the tax allocation increments of the East Main Street TAD #1 if the local legislative body of the school district consents to such inclusion by resolution duly adopted; and

WHEREAS, the City of Cartersville School Board adopted its resolution on October 9, 2014, as supplemented on June 18, 2015 (collectively, the "School Resolution"), which authorized among other things, the approval of the Redevelopment Plan, the execution and delivery of an Intergovernmental Agreement with the City, relating to the East Main Street TAD, and the inclusion of City of Cartersville School District's (the "School District") tax allocation increment in the East Main Street TAD, so long as Covered Bonds (as defined in the County Resolution) were issued prior to December 31, 2015; and

NOW, THEREFORE, BE IT RESOLVED by the City of Cartersville School Board, and it is hereby resolved by the authority of the same as follows:

Section 1. Covered Bonds. The School Resolution is hereby supplemented to provide that the School District's consent contained in the School Resolution to the inclusion of the School District's tax allocation increments in the East Main Street TAD shall remain in effect so long as Covered Bonds are issued prior to June 30, 2017.

Section 2. Reaffirmation of School Resolution. All of the terms and provisions of the School Resolution, except as specifically modified by this Supplemental Resolution, are hereby ratified and reaffirmed.

Section 3. Repealing Clause. All resolutions and parts of resolutions in conflict with this Supplemental Resolution are hereby rescinded to the extent to such conflict.

PASSED AND ADOPTED by the City of Cartersville School Board, this ____ day of October, 2016

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CITY OF CARTERSVILLE SCHOOL BOARD

Chairman, Linda Benton

ATTEST:

Secretary

Approved by the Mayor and City Council of the City of Cartersville on the 6th day of October, 2016.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling, City Clerk

F. Other

1. American Public Gas Association Dues

Michael Hill, Assistant Gas Department Superintendent stated that this is the annual membership dues for the American Public Gas Association in the amount of \$7,794.40 and recommended approval.

A motion to approve the APGA Membership Dues was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

2. Burn Building Inspections/Engineer

Tim McClung, Fire Department Battalion Chief stated that this is a NFPA required inspection of the training center burn building. The total inspection price is \$11,100. This is a joint project with Bartow County and the portion billed directly to the city will be \$5,550. Chief McClung stated that this is the first time the building has been inspected since its construction in 2009 and recommended approval.

A motion to approve inspection was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

3. Lien Release for 56 Quail Run Participating in First Time Homebuyers Program

Randy Mannino, Planning and Development Director stated that this is part of the “First Time Homebuyers Program”. The applicant has fulfilled their obligation of the five year ownership as set forth in the program and Mr. Mannino recommended approval to authorize this lien release.

A motion to approve the lien release for 56 Quail Run was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

4. Time Change for the December 1, 2016 City Council Meeting

Sam Grove, City Manager stated that the first City Council Meeting in December conflicts with the annual Christmas Parade and recommended changing the evening meeting for a morning meeting.

A motion to approve Resolution No. 21-16 regarding the time change for the December 1, 2016 City Council Meeting was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Resolution No. 21-19

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

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meetings listed below of the Mayor and City Council are hereby rescheduled pursuant to Section 2-17 of the City of Cartersville Code of Ordinances:

- **December 1, 2016 at 7 PM rescheduled to December 1, 2016 at 9 AM**

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 6th day of October, 2016.

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

ATTEST:

**/s/ Connie Keeling
Connie Keeling**

City Clerk

G. Contracts/Agreements

1. Intergovernmental Contract for the Bartow-Cartersville Land Bank

Sam Grove, City Manager stated that this is an intergovernmental agreement between the city and county for redevelopment purposes. This agreement will establish a Land Bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is nonrevenue generating and nontax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens. Mr. Grove stated that a board of directors consisting of four (4) city appointees and three (3) county appointees would be established to carry out and effectuate the purposes and provisions of this contract and the land bank. Mr. Grove recommended approval.

A motion to approve the Intergovernmental Contract for the Bartow – Cartersville Land Bank was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

2. Electric Department – MV-90 License & Support Renewal

Don Hassebrock, Electric Department Director stated that his department uses Itron MV-90 System for remote data collections and billing information for larger customers. This is the annual renewal for the software maintenance and support in the amount of \$7,615.50 and Mr. Hassebrock recommended approval.

A motion to approve the annual renewal for the MV-90 software was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

H. Bid Award/Purchases

1. Line Truck for Electric Department

Don Hassebrock, Electric Department Director stated that he needs to replace a 1991 model Line truck. Bids were received from two vendors and Mr. Hassebrock recommended approval of the low bid from Altec Inc. in the amount of \$213,338.00.

A motion to approve the purchase from Altec Inc. was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

2. Cable for Electric Department

Don Hassebrock, Electric Department Director stated that he has three large cable projects coming up, Voestalpine, BeauFloor and Highway 20 Road widening for which he needs 1000MCM AL UD cable. Mr. Hassebrock recommended that council approve the low bid from

Irby for the total price of \$75,658.00.

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

3. Electric Department Switching Cubicle Purchase

Don Hassebrock, Electric Department Director stated that he had received bids for tow (2) switching cubicles, one for Voestalpine and one for a spare unit. Mr. Hassebrock recommended approval of the low bid from Gresco for a total price of \$45,837.00.

A motion to approve the purchase from Gresco was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

4. Residential Garbage Cart Purchase

Wade Wilson, City Engineer stated that he had solicited bids for 400 residential carts and recommended approval of the best qualified bid from Toter, LLC in the amount of \$19,270.48. Mr. Wilson stated that this bid was \$900 above the low bid; however this product has proven to have better performance and durability.

A motion to approve the purchase from Toter, LLC was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

5. Sweeper Truck Component Purchase

Wade Wilson, City Engineer stated that staff needed to replace a sweeper head of one of the sweeper trucks. This head is custom for this brand sweeper and therefore is a sole source quote. Mr. Wilson stated that the head and associated parts are \$8,869.72 from Tractor and Equipment Company and recommended approval.

A motion to approve the purchase from Tractor and Equipment Company was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

6. One Beacon Insurance Company Deductible

Dan Porta, Assistant City Manager stated that the city has three insurance claims that One Beacon Insurance has been processing and they have billed the city \$8,307.81 which is part of the city's deductible on the claims. Mr. Porta recommended approval of the payment to One Beacon Insurance.

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

7. 2016-2017 Water Department Annual Purchase Order Approval

Bob Jones, Water and Sewer Superintendent stated that chemicals are purchased for the water treatment plant and wastewater treatment plant on a weekly, bi-weekly, monthly, semi-annual, or annual basis. Often orders in excess of \$5,000 are required. Fixed prices have been requested from each vendor for a 12 month period to eliminate the need for multiple recurring agenda items and expedite staffs ability to order chemicals on an as needed basis. Mr. Jones recommended approval of the following.

Sodium hypochlorite \$0.75/gal	Ortho-Poly Phosphate \$1.46/lb
Chlorine gas \$0.197/lb	Sodium Fluorosilicate \$0.46/lb
Polymer \$1.66/lb	Hydrofluosilicic Acid \$0.22/lb
Sodium Bisulfite \$0.1137/lb	Diesel Fuel Mkt.Price/gal
Aluminum Sulfate \$0.1435/dry lb	Degreaser \$22.50/gal
Lime Slurry \$0.0495/lb	

A motion to approve the annual costs and related purchases was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

8. Water Pollution Control Plant TMDL Analytical Testing

Bob Jones, Water and Sewer Superintendent stated that one of the first steps in designing the TMDL upgrades is to run an extensive battery of analyses on the existing plant at various stages of treatment. This data will be used to access the efficiency of each unit process and to construct a model of the treatment plant. The model is then used to do iterative analysis of different treatment processes and to evaluate the most cost effective method of treatment. Bids were solicited from two laboratories for the pricing on the required analysis and only one bid was returned from Pro-Quality Laboratories in the amount of \$8,004.45. Mr. Jones stated that this is a local company and he has used this company in the past with good results. Mr. Jones recommended approval at a cost not to exceed \$10,000.00.

A motion to approve the bid from Pro-Quality Laboratories at a cost not to exceed \$10,000 was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

9. Center Road Pump Station

Bob Jones, Water and Sewer Superintendent stated that council had previously approved the purchase of a new pump for the Center Road Pump Station. A request to Patterson Pump Company was made for labor and material to repair the original lead pump which was replaced by the new pump. They have quoted a price of \$5,469. Mr. Jones stated that this is a sole source

provider and recommended approval.

A motion to approve the bid from Patterson Pump Company was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

I. Engineering Services

1. Cook Street Culvert and Sanitary Sewer Improvements – Engineering Services

Bob Jones, Water and Sewer Superintendent stated that this is an agreement for engineering services to relocate the existing sanitary sewer crossing under the railroad tracks at Cook Street and to remove the existing culvert in the storm water drainage channel. Rindt-McDuff Associates has agreed to provide design, permitting and bidding serves on the project for a fee not to exceed \$94,890. Mr. Jones stated that this is a joint project with Public Works and recommended approval.

A motion to approve the engineering services of Rindt-McDuff Associates was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

J. Change Order

1. US 41/411 Engineering Services Change Order

Bob Jones, Water and Sewer Superintendent stated that this item is directly related to the road changes at US 41/SR-3 and US 411/SR 61. In order to construct the new bridges at Pettit Creek temporary bridges will be built beside the existing structures. The depth of fill required to construct the temporary bridges is greater than originally shown in the GDOT plans from which the water main relocations were designed. In some areas as much as 35 feet of fill was placed over the water main. A protective concrete slab had to be engineered to protect the pipe from structural failure due to the excessive weight. This change order with Jacobs Engineering in the amount of \$18,000 is for additional engineering related to the design of the concrete cap. Mr. Jones recommend approval.

A motion to approve the change order with Jacobs Engineering was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Mayor Santini wished to express condolences to the Bill Trott family for the loss of Mr. Trot's son and to the family of Granny Marler. Granny Marler was a teacher in the Cartersville School System for many years and Mayor Santini stated that she would be greatly missed. After announcements a motion to adjourn the meeting was made by Council Member Hodge 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
10/20/2016 7:00:00 PM
Amendment to Budget Ordinance for Fiscal Year 2015-16**

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	After completion of the Fiscal Year 2015-16 close, the General Fund, Special Revenue funds, and the SPLOST Fund's budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. I recommend your approval of the attached ordinance amendment.
City Manager's Remarks:	Your approval of this amendment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that
pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year
2015 - 2016 budget.

2015 - 2016 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$49,295,470	
Expenditures:		
Legislative		\$27,371,305
Administration		\$ 1,049,440
Finance Dept.		\$ 1,178,240
Customer Service Dept.		\$ 746,340
Police		\$ 5,122,265
Fire		\$ 7,266,790
Municipal Court		\$ 232,420
Public Works		\$ 2,407,325
Recreation		\$ 2,899,195
Planning & Development		\$ 866,300
Downtown Development Authority		\$ 155,850
<u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 1,827,705	\$ 1,827,705
SPLOST – 2003	\$ 105,170	\$ 105,170
SPLOST – 2014	\$ 2,655,040	\$ 2,655,040
DEA	\$ 232,165	\$ 232,165
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 557,530	\$ 557,530
Motor Vehicle Rental Tax	\$ 65,815	\$ 65,815
Grant Funds	\$ 394,635	\$ 394,635
Cartersville Building Authority	\$ 2,099,370	\$ 2,099,370
Supplemental Disaster Rec	\$ 25,480	\$ 25,480
Business Improve Dist Tax	\$ 36,215	\$ 36,215
Development Fees	\$ 17,045	\$ 17,045

Item # 2

Enterprise Funds

Fiber Optics	\$ 1,875,465	\$ 1,875,465
Electric	\$49,860,820	\$49,860,820
Gas	\$23,159,760	\$23,159,760
Solid Waste	\$ 2,388,600	\$ 2,388,600
Stormwater	\$ 1,389,000	\$ 1,389,000
Water & Sewer	\$15,575,145	\$11,219,875
Water Pollution Control Plant		\$ 2,321,935
Water Treatment Plant		\$ 2,033,335

Internal Service Fund

Garage	\$ 1,632,905	\$ 1,632,905
--------	--------------	--------------

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ____ day of October 2016. First Reading.

ADOPTED this ____ day of October 2016. Second Reading.

/s/_____
Matthew J. Santini
Mayor

ATTEST:

/s/_____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM

File Z16-04: Rezoning application by Howren Family Properties LLLP for properties located at 418,420 and 422 Grassdale Road from O-C (Office Commercial) to G-C (General Commercial). Approximately 1.51 acres.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject properties total approximately <u>1.51 acres</u> and are located at 418, 420 & 422 Grassdale Road. These (3) properties have previously been used as rental properties with single-family detached homes on site. The (2) properties directly north are in unincorporated Bartow County, zoned R-1, but an annexation application for these properties will be heard in a future meeting. These (2) unincorporated parcels are owned by the applicant. The property directly to the east is a vacant warehouse site, 14.4 acres, zoned H-1. Single Family detached homes are located to the west. The subject properties are located in an area that is a transition zone between Heavy Industrial, Commercial and Residential. A self-storage warehouse operation is, generally, a low impact site use that may be appropriate for the location. If the rezoning is granted, the applicant would likely construct two brick buildings with tin roofs similar to the self-storage unit fronting the highway at 1310 Hwy 411, The Storage Key. The Planning Commission recommends APPROVAL.
City Manager's Remarks:	Planning Commission recommends your approval of this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

PLANNING AND DEVELOPMENT

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

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

File # **Z16-04**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

Howren Family Properties, LLLP has made a Rezoning request on the following:
Approximately 1.51 total acres for properties located at 418, 420 & 422 Grassdale Rd, Land Lot 17 of the 4th District, 3rd Section, from OC (Office Commercial) zoning district to GC (General Commercial) zoning district.

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
Yes _____ No _____
If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

SIGNATURE: _____

TITLE/ BOARD: Planning Commission

DATE: _____

Application for Rezoning

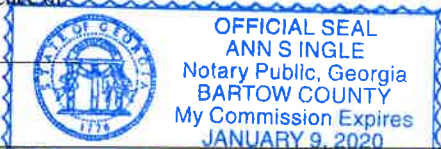
Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

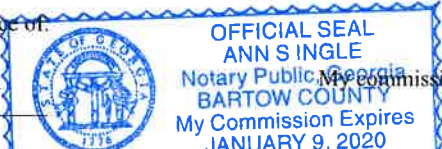
Application Number Z16-04

Hearing Dates PC: 10/11/16
5:30 pm

CC1: 10/20/16
CC2: 11/3/16
7pm.

Item # 3

Applicant <u>HOWREN FAMILY PROPERTIES, LLLP</u> (applicant's printed name)		Business/Cell Phone <u>770-382-8585</u>	
Address <u>1310 HWY 411 NE</u>		Home Phone _____	
City <u>CARTERSVILLE</u>	State <u>GA</u>	Zip <u>30121</u>	Email <u>msh@storagekey.com</u>
Representative's printed name (if other than applicant) <u>MIKE S. HOWREN</u>		Phone <u>770-855-3905</u>	Fax # <u>770-382-6951</u>
Representative's signature <u>[Signature]</u>		Applicant's signature <u>[Signature]</u>	
Signed, sealed and delivered in presence of:			
<u>Ann S. Ingle</u> Notary Public Bartow County Ga.		 My commission expires: <u>1-9-20</u>	

Titleholder <u>HOWREN FAMILY PROPERTIES</u> (titleholder's printed name)	Business <u>770-382-8585</u>	Home _____
*attach additional notarized signatures as needed on separate application page		
Address <u>1310 HWY 411 NE</u>		
Signature <u>[Signature]</u>		<u>CARTERSVILLE, GA 30121</u>
Signed, sealed, delivered in presence of:		
<u>Ann S. Ingle</u> Notary Public Bartow County Ga.		 My commission expires: <u>1-9-20</u>

Present Zoning District(s) <u>O-C</u>	Requested Zoning <u>GC</u>		
Acreage <u>1.508</u>	Land Lot(s) <u>17</u>	District(s) <u>4</u>	Section(s) <u>3</u>
Location of Property <u>418, 420 & 422 GRASSDALE ROAD</u> (street address, nearest intersections, etc)			
Reason for requested Rezoning: <u>TO EXPAND EXISTING BUSINESSES OWNED BY APPLICANT.</u> (attach additional statement as necessary)			

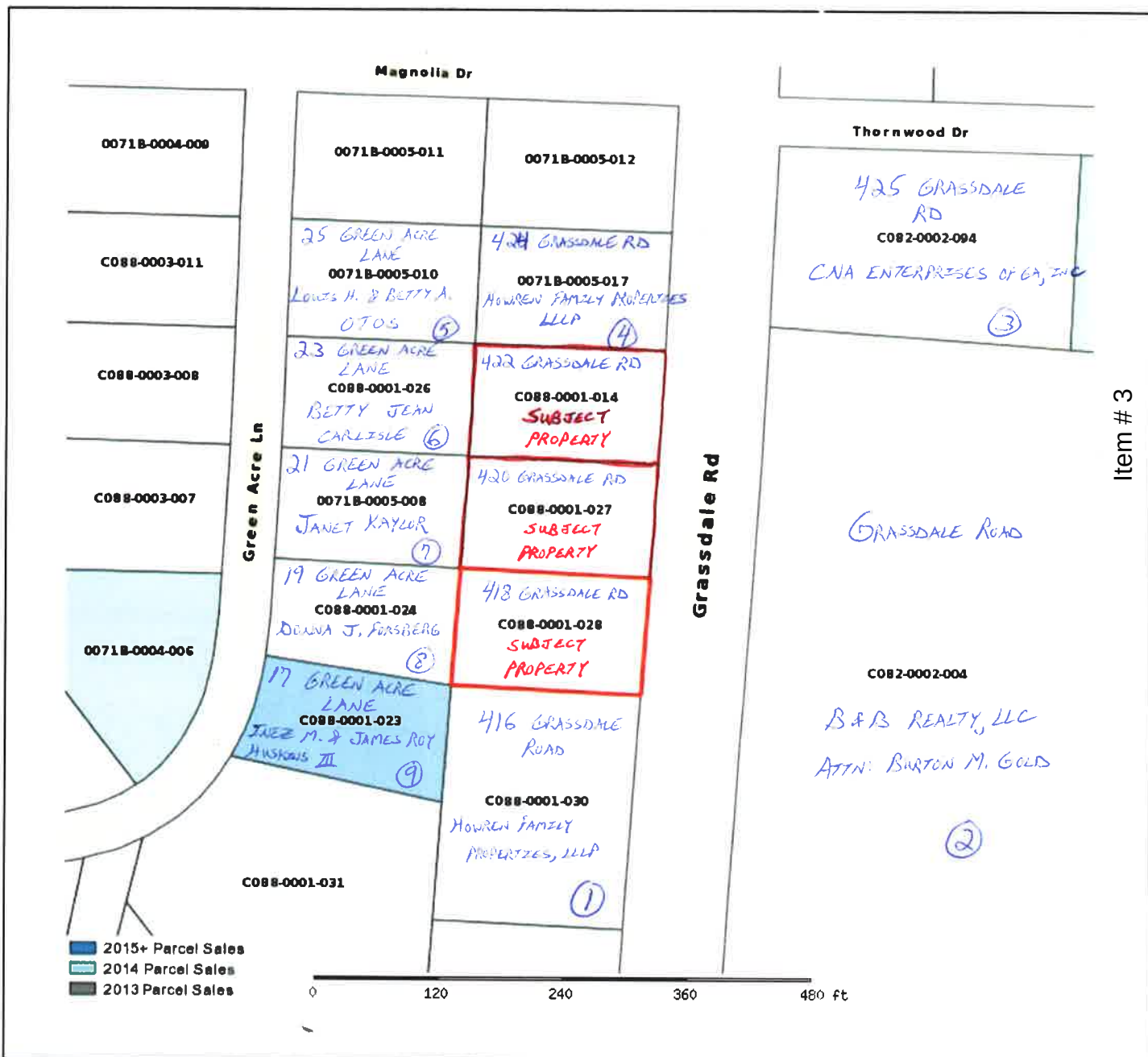
Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.

The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

<u>NAME</u>	<u>ADDRESS</u>
1. HOWREN FAMILY PROPERTIES, LLP	1310 HWY 411 NE CARTERSVILLE, GA 30121
2. B&B REALTY, LLC ATTN: BURTON M. GOLD	750 PARK AVENUE NE, APT 22E ATLANTA, GA 30326
3. CNA ENTERPRISES OF GEORGIA, INC.	1466 GEORGE BUSBEE PKWY KENNESAW, GA 30144
4. HOWREN FAMILY PROPERTIES, LLP	1310 HWY 411 NE CARTERSVILLE, GA 30121
5. LOUIS H. & BETTY A. OTOS	25 GREEN ACRE LANE. CARTERSVILLE, GA 30121
6. BETTY JEAN CARLISLE	23 GREEN ACRE LANE CARTERSVILLE, GA 30121
7. JANET KAYLOR	21 GREEN ACRE LANE CARTERSVILLE, GA 30121
8. DONNA J. FORSBERG	19 GREEN ACRE LANE CARTERSVILLE, GA 30121
9. INEZ M. & JAMES ROY HUSKINS III	17 GREEN ACRE LANE CARTERSVILLE, GA 30121
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

Attach additional names if necessary

(Indicate property owned by the above persons on plat accompanying this application.)



Item # 3

Bartow County Assessor			
Parcel: 17768 Acres: 0			
Name:	HOWREN FAMILY PROPERTIES LLLP	Land Value	\$ 30,000
Site:	418 GRASSDALE RD	Building Value	0
Sale:	0 on 2011-08-03 Reason=U Qual=E	Misc Value	0
Mail:	1310 HIGHWAY 411 NE CARTERSVILLE, GA 30121	Total Value:	\$ 30,000



The Bartow County Assessor's Office makes every effort to produce the most accurate information possible. No warranties expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER BARTOW COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 08/16/16 : 17:04:27



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

APPLICANT FOR ANNEXATION/ZONING ACTION CAMPAIGN DISCLOSURE REPORT

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

Date of Application: _____
Date Two Years Prior to Application: _____
Date Five Years Prior to Application: _____

1. Has the opponent within the two years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	<u>X</u>
Council Member:	_____	<u>X</u>
Kari Hodge	_____	<u>X</u>
Jayce Stepp	_____	<u>X</u>
Louis Tonsmeire, Sr.	_____	<u>X</u>
Lindsey McDaniel, Jr.	_____	<u>X</u>
Dianne Tate	_____	<u>X</u>
Taff Wren	_____	<u>X</u>
Planning Commission		
Sandra Cline	_____	<u>X</u>
Harrison Dean	_____	<u>X</u>
Robert Ed Hicks	_____	<u>X</u>
Lamar Pendley	_____	<u>X</u>
Lamar Pinson	_____	<u>X</u>
Travis Popham	_____	<u>X</u>
Jeffery Ross	_____	<u>X</u>

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

Applicant Signature 8/24/16 Date

MIKE S. HOWREN
Print Name

Item # 3

ZONING & DE-ANNEXATION SYNOPSIS

Petition Number(s): **Z16-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Howren Family Properties, LLC

Representative: Mike S. Howren

Property Owner: Howren Family Properties, LLC

Property Location: 418,420 & 422 Grassdale Rd

Access to the Property: Grassdale Rd

Site Characteristics:

Tract Size: Acres: 1.51 +/- **District:** 4th **Section:** 3rd **LL(S):** 17

Ward: 6 **Council Member:** Taff Wren

LAND USE INFORMATION

Current Zoning: City O-C (Office-Commercial)

Proposed Zoning: City G-C (General Commercial)

Proposed Use: Climate-Controlled Self Storage

Current Zoning of Adjacent Property:

North: County R-1 (Residential)

South: City G-C (General Commercial)

East: City H-I (Heavy Industrial)

West: County R-1 (Residential) & R-20 (Residential)

The Future Development Plan designates the subject property as: Parkway Corridor.

ANALYSIS

City Departments Reviews

Water and Sewer:

Takes No Exception.

Public Works:

Takes No Exception.

Gas:

The Gas System takes no exception to the following annexation and rezoning requests as shown in the attachments, however, it should be noted that an existing high-pressure natural gas facility exists within the western right-of-way of Grassdale Road.

Electric:

CES takes no exception to the proposed annexation and rezoning cases.

Fire:

AZ16-03 and Z16-04- CFD takes no exceptions to either request by the applicant provided that all adopted codes and ordinances, and development regulations of the city of Cartersville are met. This may include adding a fire hydrant in order to meet the fire hydrant spacing of 500' and hose lay requirement of 300'. All portions of new buildings must be able to be reached within a 300' hose lay (Chapter 7.5 Development Regulations 7.5-123-(3) *Fire Protection* (a-d)).

REQUEST SUMMARY:

The subject properties total approximately 1.51 acres and are located at 418, 420 & 422 Grassdale Road. These (3) properties have previously been used as rental properties with single-family detached homes on site. The (2) properties directly north are in unincorporated Bartow County, zoned R-1, but an annexation application for these properties will be heard in a future meeting. These (2) unincorporated parcels are owned by the applicant. The property directly to the east is a vacant warehouse site, 14.4 acres, zoned H-I. Single Family detached homes are located to the west. The subject properties are located in an area that is a transition zone between Heavy Industrial, Commercial and Residential. A self-storage warehouse operation is, generally, a low impact site use that may be appropriate for the location. If the rezoning is granted, the applicant would likely construct two brick buildings with tin roofs similar to the self-storage unit fronting the highway at 1310 Hwy 411, The Storage Key.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed G-C zoning may permit a use that is suitable to the mix of zonings in the area and the proposed uses identified on future development map.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed G-C zoning may not create an isolated district since there are adjacent a properties zoned G-C directly south and east.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The G-C zoning proposal may not adversely affect the existing use of adjacent properties as long as appropriate residential buffers are implemented.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned O-C, the said properties may have a reasonable economic use but the applicant believes that G-C would provide more flexibility for long term use.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal may not cause an excessive use of existing streets and facilities. Average Daily Trips for Self-Storage units are generally low compared to other commercial operations in the area such as the Citgo Gas Station, C&N Autocare and the H-I site when it's occupied. Public Works has expressed concern regarding access to the site from Grassdale Rd. Utilities are not expected to be negatively impacted. There should be no impact to the school system.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposal is in conformity with the Future Development Map.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The G-C zoning proposal and proposed site use may not result in a use which could adversely affect the environment. However, Public Works has expressed concern about on-site stormwater detention.

- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

In addition to rezoning these two properties, properties at 424 and 426 Grassdale Rd are being considered for annexation and rezoning to GC. With approval this will provide a contiguous band of G-C zoning from Hwy 41 to Magnolia Drive.

RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL

SURVEY FOR
HOWREN FAMILY PROPERTIES LLP
ANNEXATION TO CITY
OF CARTERSVILLE
LOTS 1, 2, 3, 4, & 5
HOWRENS MEADOWVIEW ESTATES
IN LAND LOT 17
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
TOTAL AREA = 2.563 ACRES

Northing	Easting
1532578.892	2099116.605

Northing	Easting
1532571.933	2099300.473

Northing	Easting
1532329.071	2099107.149

Northing	Easting
1532322.112	2099291.017

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

DATE OF LAST FIELD SURVEY WORK: 09-06-2016

FIELD TRAVERSE:
CLOSURE; ONE FOOT IN 20,000 FEET
USING A LIETZ SET 3.
ANGULAR ERROR; 0'00'06"PER ANGLE
POINT USING A LIETZ SET 3.
ADJUSTED; USING THE COMPASS RULE.

SMITH & SMITH LAND SURVEYORS, P.C.
LAND SURVEYOR FIRM No. LSF1000133
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457
REGISTERED LAND SURVEYOR No. 1803

6586.CRD 6586.DWG
FLOOD INSURANCE RATE MAP 13015C0254 G
DATED SEPT.28,2007 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2"RE-BAR)
EXCEPT AS SHOWN.

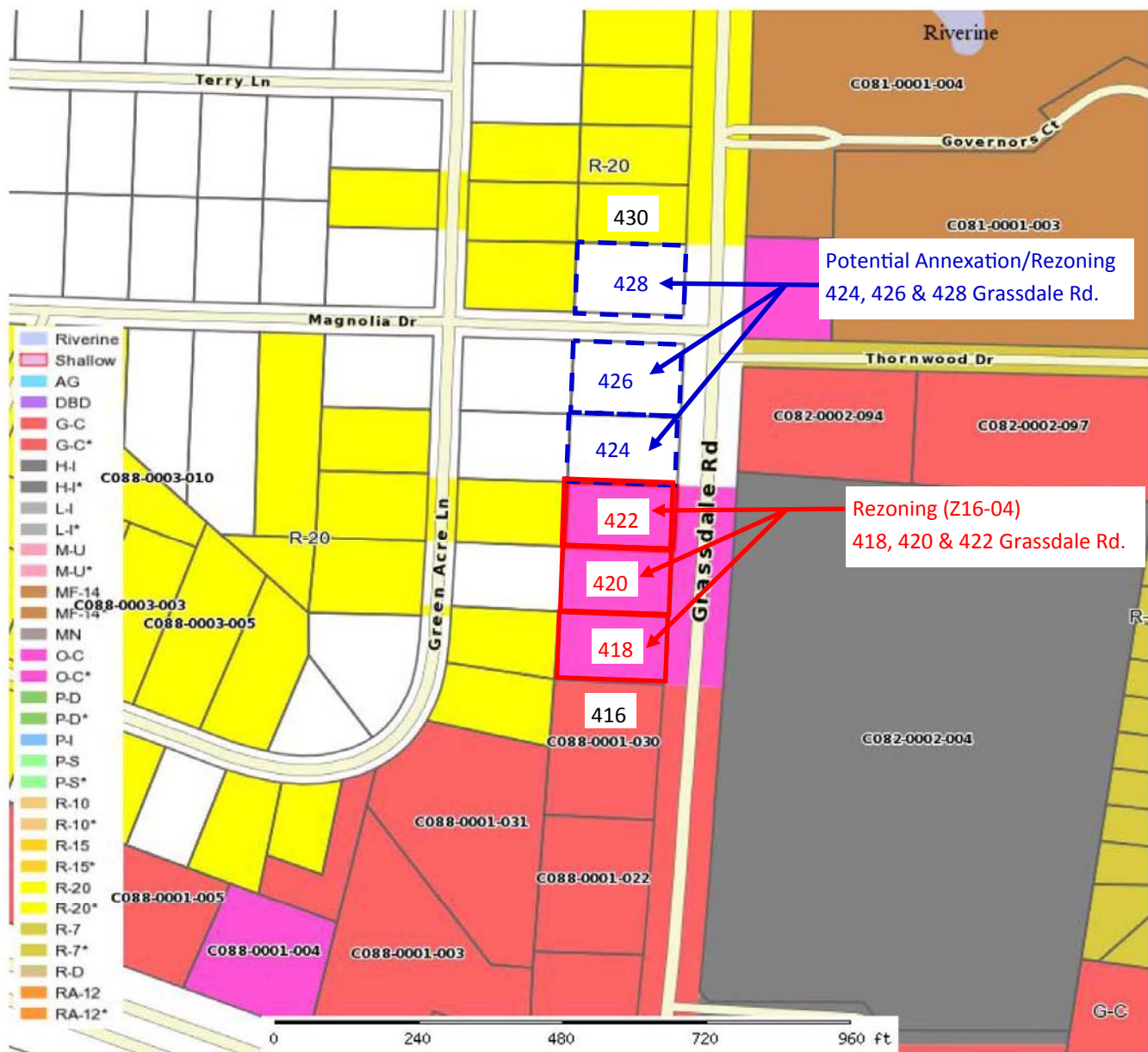
PLAT CLOSURE;
ONE FOOT IN
999,000 FEET.
SEPTEMBER 6, 2016



0 8 40 60
4 20
SCALE 1"=40'
FILE 6586

R/W — RIGHT OF WAY	R — RADIUS LP — LIGHT POLE
IPF — IRON PIN PLACED	-X-X- FENCE
IPF — IRON PIN FOUND	— LAND LOT LINE
CM — CONCRETE MARKER	— CENTER LINE
CH — CHORD	— POWER LINE
L OR A — LENGTH OF CURVE	PP — POWER POLE

Item # 3



Z16-04_zoning

Parcel: 37791 Acres: 0

Name:	HOWREN FAMILY PROPERTIES LLLP	Land Value	\$ 30,000
Site:	422 GRASSDALE RD	Building Value	\$ 60,000
Sale:	0 on 2011-08-03 Reason=U Qual=E	Misc Value	0
Mail:	1310 HIGHWAY 411 NE CARTERSVILLE, GA 30121	Total Value:	\$ 90,000



The Bartow County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER BARTOW COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 09/31/16 15:15:51

Item # 3





City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
Deed of Dedication and Maintenance Agreement for New Kroger

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The attached Maintenance Agreement and Encroachment Agreement related to the new Kroger site are our standard agreements that a developer uses to dedicated right of way and infrastructure to the City and to allow limited use of our right of way and easements for their private utilities and drives. These two documents need to be approved and signed..
City Manager's Remarks:	Your approval of these items is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

STATE OF GEORGIA

COUNTY OF BARTOW

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered the ____ day of _____, 2016, by and between CHEROKEE MAIN STREET III, LLC, a Georgia limited liability company (hereinafter referred to as “Grantor”), and the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation, (hereinafter referred to “Grantee”), provides as follows:

For and in consideration of the approval of a final plat of development under the Development Regulations for the City of Cartersville, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, being the owner of a leasehold interest in and to that certain utility easement area lying and being in Land Lots 387, 388 and 405 of the 4th District, 3rd Section, in the City of Cartersville, Georgia, as depicted on Exhibit A, Final Plat of Survey, attached hereto and incorporated herein by this reference (the “Easement Area”), does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever the water system, sanitary sewer system, and gas, electric and fiber optic lines and other facilities (the “Improvements”) installed upon or under the Easement Area in accordance with the construction plans as approved for Main Street Market Place, Cartersville, Georgia, and included

herein by reference. Grantor hereby warrants that this conveyance is free and clear of any liens and encumbrances, except those specifically made known to and accepted by the City in writing.

GRANTOR shall procure a Letter of Credit from Old Republic Surety Company (bank) in the amount of \$ 264,140 consisting of 25% of the total cost of the Water and Sanitary Sewer Improvements. The Maintenance Bond/Letter of Credit shall be issued to Grantee and shall expire pursuant to the conditions stated therein.

Grantor does hereby agree to hold the Grantee harmless for a period of eighteen (18) months from the date of written acceptance by the Grantee of Grantor's installation of all the Improvements in accordance with the approved construction plans (the "Maintenance Period") and agrees that the City of Cartersville shall not be liable for claims of damages resulting from negligence in the design, construction installation, maintenance and/or permitting of the Improvements, including, without limitation, any claims for flooding or diversion of surface water caused or created by said development and activities performed on private property by the Grantor, its heirs, successors and assigns. Should any such claim be made against Grantee during the Maintenance Period, Grantor agrees and warrants that upon written notice thereof it will, at its sole cost and expense, defend and indemnify the Grantee fully from any such action. Utilities owned and operated by a governmental body or public utility company not constructed by the Grantor or its contractor shall be the responsibility of the utility and not the Grantor.

At the end of the Maintenance Period, the Grantee shall perform an inspection of the Improvements. The Grantor shall be notified of the inspection results in writing within thirty (30) days from the date of expiration of the Maintenance Period (the "Notification Period"). If repairs are needed for the Improvements to meet City specifications, the Grantor shall be required to make such repairs within sixty (60) days after written notification by the Grantee. If the repairs are not

completed within such sixty (60) –day period, the Letter of Credit may be called in to pay for the repairs. Should the amount of the Maintenance Bond/Letter of Credit be inadequate to pay for the repairs, the Grantor shall pay the remaining amount. Should the Grantor complete necessary maintenance repairs as required by this Agreement, Grantor shall request in writing to the Grantee for inspection of the maintenance repairs. The Grantee shall make inspection and notify the Grantor of the inspection results within thirty (30) days after the date of Grantor's request for inspection. If the maintenance repairs meet City standards, the Grantee will provide written approval of the Improvements and shall assume responsibility for the future maintenance of the Improvements within the Easement Area and all other facilities as provided by law; provided, however, this responsibility shall not commence in any instance where repairs or corrections have not been completed on any claim for which written notice was given to the Grantor during the Notification Period until such repairs or corrections are complete.

Grantor further covenants that any assignment of Grantor's leasehold interest in the Easement Area subsequent hereto, but prior to the satisfaction of Grantor's obligations under this Agreement, shall be subject to the warranties and agreements set forth herein and that subsequent assignment of Grantor's leasehold interest shall not constitute a release of Grantor from the obligations herein assumed.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned has affixed its hand and seal the day and
year set forth above.

Signed, sealed, and delivered
in the presence of:

Teresa Painter
Witness
Vickie Lynn Slaughter
Notary Public
5/27/2019
My Commission Expires



CHEROKEE MAIN STREET, III, LLC,
a Georgia limited liability company

By: Etowah Investors III, LLC.,
a Georgia limited liability company,
its Manager

By: [Signature]
Robert H. Ledbetter, Jr., its Manager

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 20__ by a vote of AYE ____ NAY ____, ABSTAIN ____, and ABSENT ____.

Matthew Santini, Mayor

ATTEST:

Connie Keeling, Clerk

EXHIBIT A
Final Plat

CIRCUIT TABLE						
TYPE	LINE	LINE	LINE	LINE	LINE	LINE
1	10	20	30	40	50	60
2	11	21	31	41	51	61
3	12	22	32	42	52	62
4	13	23	33	43	53	63
5	14	24	34	44	54	64
6	15	25	35	45	55	65
7	16	26	36	46	56	66
8	17	27	37	47	57	67
9	18	28	38	48	58	68
10	19	29	39	49	59	69
11	20	30	40	50	60	70
12	21	31	41	51	61	71
13	22	32	42	52	62	72
14	23	33	43	53	63	73
15	24	34	44	54	64	74
16	25	35	45	55	65	75
17	26	36	46	56	66	76
18	27	37	47	57	67	77
19	28	38	48	58	68	78
20	29	39	49	59	69	79
21	30	40	50	60	70	80
22	31	41	51	61	71	81
23	32	42	52	62	72	82
24	33	43	53	63	73	83
25	34	44	54	64	74	84
26	35	45	55	65	75	85
27	36	46	56	66	76	86
28	37	47	57	67	77	87
29	38	48	58	68	78	88
30	39	49	59	69	79	89
31	40	50	60	70	80	90
32	41	51	61	71	81	91
33	42	52	62	72	82	92
34	43	53	63	73	83	93
35	44	54	64	74	84	94
36	45	55	65	75	85	95
37	46	56	66	76	86	96
38	47	57	67	77	87	97
39	48	58	68	78	88	98
40	49	59	69	79	89	99
41	50	60	70	80	90	100
42	51	61	71	81	91	101
43	52	62	72	82	92	102
44	53	63	73	83	93	103
45	54	64	74	84	94	104
46	55	65	75	85	95	105
47	56	66	76	86	96	106
48	57	67	77	87	97	107
49	58	68	78	88	98	108
50	59	69	79	89	99	109
51	60	70	80	90	100	110
52	61	71	81	91	101	111
53	62	72	82	92	102	112
54	63	73	83	93	103	113
55	64	74	84	94	104	114
56	65	75	85	95	105	115
57	66	76	86	96	106	116
58	67	77	87	97	107	117
59	68	78	88	98	108	118
60	69	79	89	99	109	119
61	70	80	90	100	110	120
62	71	81	91	101	111	121
63	72	82	92	102	112	122
64	7					

DEDICATED

3000 AC

100% COTTON
 100% COTTON
 100% COTTON

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE PLAT IS TRUE AND CORRECT, AND THAT THE SAME REPRESENTS THE ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL NECESSARY MEASUREMENTS HAVE BEEN MADE, AND THAT THE SAME ARE CORRECTLY GIVEN, AND THAT ALL NECESSARIES TO BE THE SURVEY AND PLAT HAVE BEEN FULLY FULFILLED.

WITNESSES

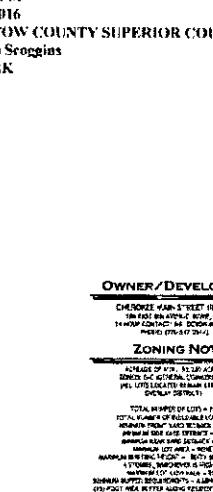
[Signature] *9/1/41*

OFFICIAL SEAL

[Signature]

OUT OF 2
L71A R25

A hand-drawn location sketch map. It shows a vertical road on the left labeled "Rt. 78" and "Rt. 100". A horizontal road branches off to the right, also labeled "Rt. 100". A small building or structure is depicted near the junction, labeled "B-100". There are several numbered points along the roads: "1" at the top left, "2" further down, "3" near the junction, and "4" further right. At the bottom right, there are two scale bars: one for "1 inch = 1000 feet" and another for "1 inch = 1 mile".



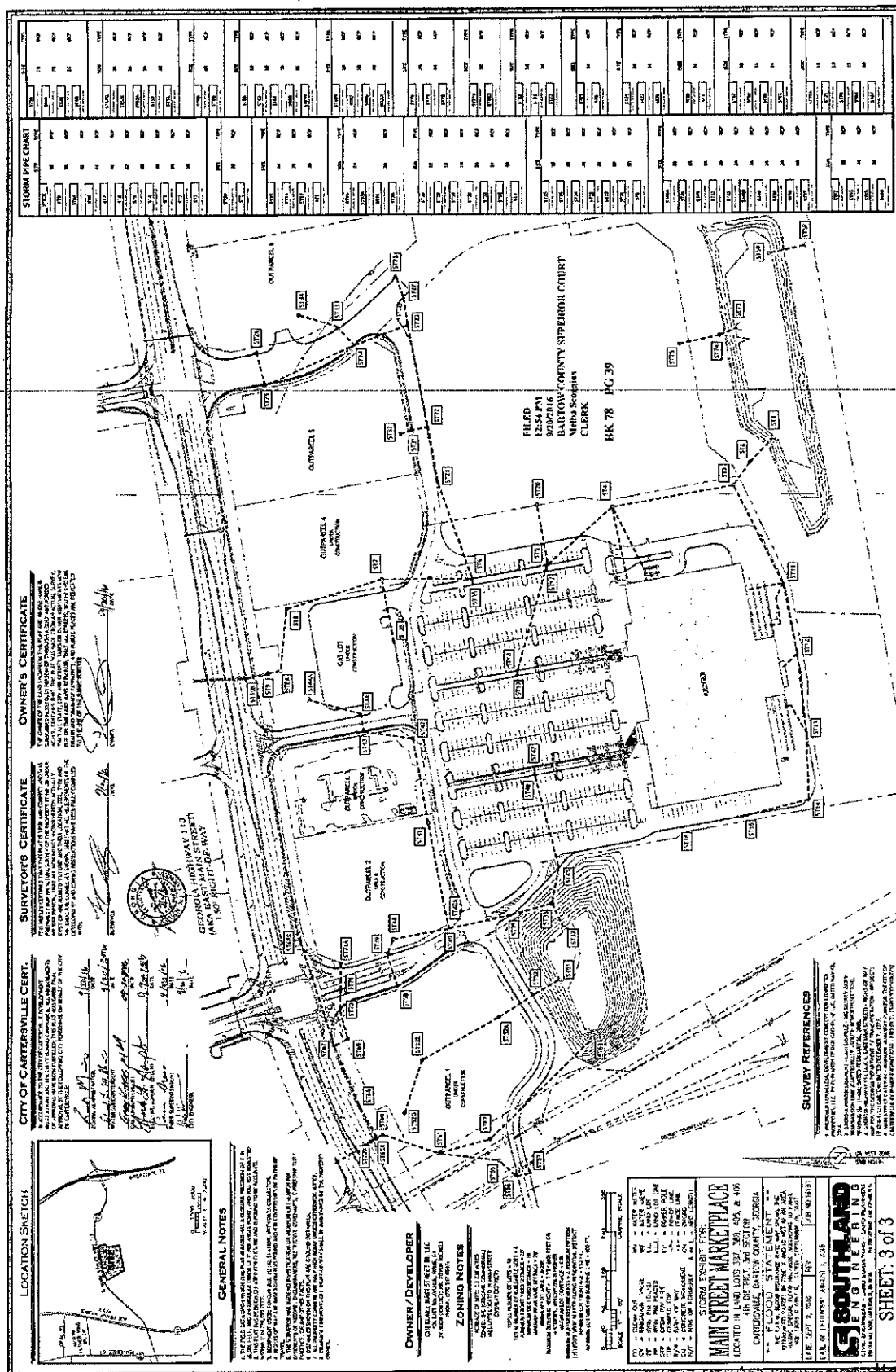
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 07-19-2008 BY 60322 UCBAW

UNCLASSIFIED
DATE 07-19-2008 BY 60322 UCBAW

EX-100 1000

[illegible]

NOTES



**CITY OF CARTERSVILLE NATURAL GAS FACILITIES
AND OTHER UTILITY SYSTEMS
ENCROACHMENT AGREEMENT**

SUBJECT: Private Irrigation Systems and Site Lighting Fixtures within the City Utility Easement

The City of Cartersville, hereinafter called the "CITY," hereby consents for CHEROKEE MAIN STREET III, LLC, a Georgia limited liability company, hereinafter called the "Undersigned" to use an area within CITY's subject gas distribution facilities and other utility facilities easement described as follows:

Said easement varying in width and extending in part through Land Lots 387, 388, and 405 of the 4th District, 3rd Section, Bartow County, GA on which CITY has constructed and now maintains and operates said gas distribution and other utility facilities by virtue of certain easements heretofore acquired by CITY. The said easement is shown on Exhibit A, the Final Plat of Survey, attached hereto and made a part hereof. The use of the area by the Undersigned within said easement, pursuant to this consent, shall be limited to the construction, operation and maintenance of private irrigation systems and light poles at the locations and to the extent as shown on the Final Plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject utility and/or gas distribution facilities easement.

The plans and specifications as submitted by the Undersigned meet CITY's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by CITY's right(s)-of-way/easement in the event the Undersigned does not own the said lands and rights.
2. The Undersigned agrees to use said area within CITY's right(s)-of-way/easement in such a manner as will not interfere with CITY's activities and facilities as now, or hereafter, exist thereon (hereinafter CITY's "activities" and "facilities").
3. The Undersigned agrees that the use of CITY's right(s)-of-way/easement as herein provided shall in no way affect the validity of CITY's easement(s) and shall in no way modify or restrict the use or rights of CITY, its successors or assigns, in and to the area to be used. The Undersigned acknowledges CITY's right and title to said easement(s) and the priority of CITY's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way/easement by the Undersigned shall be at the sole risk and expense of the Undersigned, and CITY is specifically relieved of any responsibility for

damage to the facilities and property of Undersigned resulting or occurring from the use of said right(s)-of-way/easement by CITY as provided herein. Undersigned covenants not to sue CITY in that instance.

5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from excavating with mechanized equipment within five (5) feet of CITY's natural gas facilities or other utility facilities without prior written consent by an authorized representative of CITY and maintain a vertical separation of at least 24" from the bottom of the CITY'S natural gas facilities. The Undersigned agrees to comply with Official Code of Georgia Section 25-9-1 et seq., (Georgia Utility Facilities Protection Act) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid.

The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such facilities of the fact that such facilities are (a) distributing natural gas, (b) in service, (c) pressurized to a maximum of 300 psig, (d) inherently dangerous, and (e) include other utilities operating in said easement.

6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse CITY for all reasonable cost and expense for any damage to CITY's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way/easement. Also, the Undersigned agrees that if in the opinion of CITY, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange or change any of CITY's facilities, to promptly reimburse CITY for all cost and expense involved in such relocation, rearrangement or changing of said facilities.
7. At least two (2) days prior to actual construction on CITY easement and during normal business hours, The Undersigned agrees to notify or have their contractor notify the Cartersville Gas System and other city utilities per the following:
 - a. Cartersville Gas System: 770-387-5642
 - b. Cartersville Water and Sewer: 770-387-5653
 - c. Cartersville Electric Service: 770-387-5631
 - d. Cartersville Fibercomm: 770-387-5621 or 770-607-6299

The Undersigned further agrees to notify or have (HIS/THEIR) contractor notify same at least 24 hours in advance of the completed installation within the CITY'S easement for inspection by an authorized representative of CITY prior to backfilling.

8. The Undersigned agrees to indemnify and save harmless and defend CITY from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, CITY and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of CITY) in any way attributable to or arising out of the use of the above described lands, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of CITY, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way/easement, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend CITY, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on CITY's right(s)-of-way/easement herein described.
10. The Undersigned further agrees to require that any such third party, contractor, or subcontractor doing or providing any such work or construction on said right(s)-of-way/easement carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to CITY on request, said amount of insurance to be not less than \$1,000,000 for any one person, \$5,000,000 for any one accident for bodily injury or death and \$1,000,000 for property damage for any one accident.
11. **R/W/EASEMENT LANDSCAPING SPECIFICATIONS:** The CITY has the right to remove all trees and brush from the limits of the right-of-way/easement. However, for aesthetics in urban areas, CITY will permit by written consent only the planting of shrubbery provided these plants do not interfere with the access to and operation of CITY's facilities.
12. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent, and has by legal and proper authorization, duly adopted on the 3rd day of October, 2016 (a copy of which will be furnished to CITY on request) authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the **September 30, 2016**, this Agreement shall become void and no use of CITY's right(s)-of-way/easement as herein provided for shall be made.

IN WITNESS WHEREOF, the undersigned has affixed its hand and seal the day and year set forth above.

Signed, sealed, and delivered
in the presence of:

Terese Painter
Witness

Vickie Lynn Slaughter
Notary Public

5/27/2019
My Commission Expires



CHEROKEE MAIN STREET, III, LLC,
a Georgia limited liability company

By: Etowah Investors III, LLC.,
a Georgia limited liability company,
its Manager

By: Robert H. Ledbetter, Jr., its Manager

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing City of Cartersville Natural gas facilities and other Utility Systems Encroachment Agreement was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 20__ by a vote of AYE ____ NAY ____, ABSTAIN ____, and ABSENT ____.

Signed, sealed, and delivered
in the presence of:

Matthew Santini, Mayor

Witness

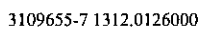
Notary Public

ATTEST:

Connie Keeling, Clerk

My Commission Expires

Exhibit A
Final Plat





MAINTENANCE BOND

Bond No. 2160753

KNOW ALL MEN BY THESE PRESENTS:

That, Cherokee Main Street III, LLC. 106 East Eighth Street Rome, GA

_____ as Principal,
and Old Republic Surety Company, a corporation organized under
the laws of the State of Wisconsin and authorized to do a surety business in
the State of Georgia, as Surety, are held and firmly bound
unto the City of Cartersville Georgia 1 N Erwin Street P.O. Box 1390 Cartersville GA 30120, as obligee
in the sum of Two Hundred Sixty Four Thousand One Hundred Forty and No/100
(\$ 264,140.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 30 day of August, 20 16.

WHEREAS, on the 20 day of SEPTEMBER, 20 16, the said principal as contractor, entered into a contract for:

"Improvements" installed upon or under the Easement Area lying and being in LL 387, 388
and 405 of the 4th District, 3rd Section, in Cartersville, GA. Exhibit A- Final Plat of Survey

for the sum of One Million Fifty Six Thousand Five Hundred Sixty and No/100

(\$ 1,056,560.00); and,

WHEREAS, under the terms of the specifications for said work, the said principal is required to give a bond in the amount of Two Hundred Sixty Four Thousand One Hundred Forty & No/100 (\$ 264,140.00), to protect the obligee against the result of faulty materials or workmanship for a period of 1.5 year(s) from and after the date of the completion and acceptance of same, namely, until 20 day of MARCH, 20 18.

Now, THEREFORE, if the said principal shall for a period of 1.5 year from and after the date of the completion and acceptance of same by said obligee replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

Cherokee Main Street III, LLC.

By [Signature]

Principal

Old Republic Surety Company

Surety

By [Signature]

Elmer Rhett Butler, Jr.

Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ELMER RHETT BUTLER, JR., FRANK A. BROWN, JR., OF ROME, GA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS(\$2,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of SEPTEMBER, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 21ST day of SEPTEMBER, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

80-2030



Signed and sealed at the City of Brookfield, WI this 30th day of August, 2016

Phyllis M. Johnson
Assistant Secretary

BROWN & BROWN INSURANCE OF

Item # 4

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



MAINTENANCE BOND

Bond No. 2160753

KNOW ALL MEN BY THESE PRESENTS:

That, Cherokee Main Street III, LLC. 108 East Eighth Street Rome, GA

_____ as Principal,
and Old Republic Surety Company, a corporation organized under
the laws of the State of Wisconsin and authorized to do a surety business in
the State of Georgia, as Surety, are held and firmly bound
unto the City of Cartersville Georgia 1 N Erwin Street P.O. Box 1390 Cartersville GA 30120, as obligee
in the sum of Two Hundred Sixty Four Thousand One Hundred Forty and No/100
(\$ 264,140.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 30 day of August, 20 18.

WHEREAS, on the 20 day of SEPTEMBER, 2016, the said principal as contractor, entered into a contract for:

"Improvements" installed upon or under the Easement Area lying and being in LL 387, 388
and 405 of the 4th District, 3rd Section, in Cartersville, GA. Exhibit A- Final Plat of Survey

for the sum of One Million Fifty Six Thousand Five Hundred Sixty and No/100

(\$ 1,056,580.00); and,

WHEREAS, under the terms of the specifications for said work, the said principal is required to give a bond in the amount of Two Hundred
Sbty Four Thousand One Hundred Forty & No/100 (\$ 264,140.00), to protect the
obligee against the result of faulty materials or workmanship for a period of 1.5 year(s) from and after the date of the completion and
acceptance of same, namely, until 20 day of MARCH, 20 18.

Now, THEREFORE, if the said principal shall for a period of 1.5 year from and after the date of the completion and acceptance of same
by said obligee replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then
the above obligation to be void; otherwise to remain in full force and effect.

Cherokee Main Street III, LLC.

By _____

Principal

Old Republic Surety Company

By _____

Surety

Elmer Rhett Butler, Jr.

Attorney-in-Fact



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM

GADOT TE Agreement - Etowah RiverWalk-Leake Mounds Link

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	This agreement, resolution and related documents is between the Georgia Department of Transportation and City of Cartersville and requires several city signatures. The agreement, resolution, certifications and exhibits have been reviewed by city attorney. This agreement now with minor changes was originally adopted by City Council in December 2014. I recommend Cartersville City Council authorize Mayor Matt Santini to sign the Agreement for Transportation Enhancement Activities and resolution. City Clerk to sign authorizing resolution and certification of spent funds (\$189,231.61.60) already spent towards preliminary engineering) and other documents she must attest. City Attorney to sign "Opinion of Counsel" on contracts for Transportation Enhancement Activity funds. City Manager to sign "Certification of Sponsor", Attachment "A", Certification of Compliances and Exhibit "A", Work Plan Construction Phase. This agreement is the next step for the Etowah RiverWalk-Leake Mounds Link trail project to move forward. This agreement is available for viewing at the City Manager's Office , 1 N. Erwin Street.
City Manager's Remarks:	Yet another GDOT agreement for trails for which your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
Electric Vehicle Charger Agreement

SubCategory:	Contracts/Agreements
Department Name:	Electric
Department Summary Recommendation:	This is the agreement between the City of Cartersville and Kroger for the location of the Electric Vehicle Charging Station. Kroger has designated two parking spaces for the City to use and locate the charging station on. The agreement states that we will maintain ownership and maintenance of the charging station and that Kroger is not liable for any damage done to the unit. Keith has reviewed the document and made the necessary changes. The electric department asks for your approval of the agreement.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Charging Station License Agreement **between City of Cartersville and The Kroger Co.**

City of Cartersville, a _____ (“CITY”), and The Kroger Co. an Ohio corporation (“Licensor”), enter into this **Charging Station License Agreement** (“License”) as of _____ (the “Effective Date”). In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, CITY and Licensor (the “Parties”) acknowledge and agree:

PART 1 LICENSE; EASEMENTS; COVENANTS

1.1 Premises. Licensor is the ground lessee of the property shown outlined in red on **Exhibit A** (the “Premises”).

1.2 License Area. Licensor grants a license to CITY, and CITY accepts such license from Licensor, on the terms and conditions of this License, to use that portion of the Premises shown shaded in yellow on **Exhibit A** (the “License Area”) for the purposes described herein. Licensee shall accept use of the License Area in an “as, where is” condition without warranty of any kind, express or implied as to the condition of the License Area or CITY’s ability to install and operate the charging stations.

1.3 Use of Other Portions of the Premises. During the Term (defined in Section 2.1), Licensor also grants to CITY:

- (i) A general ability to use the areas of the Premises that are reasonably necessary to provide access to and from the License Area for construction, installation, maintenance, repair, or operation of the Charging Station Facilities (defined in Section 3.1);
- (ii) General vehicular and pedestrian access to and from the License Area, including the right (but not the obligation) to maintain, repair, or replace the access roads and sidewalks;
- (iii) The right to install, operate, or maintain overhead or underground electric distribution lines and related facilities (including electric distribution cabinets) to serve the License Area in the locations depicted on Exhibit A or Exhibit B; and
- (iv) Other general utility easements, including the right to construct, tie into, maintain, repair, or replace all utility facilities that are necessary to serve the License Area (including storm and surface water drainage and detention facilities), together with the right of storm and surface water drainage from the License Area.

1.4 Changes; Exclusivity. During the Term, Licensor agrees that the Premises are subject to the following restrictive covenants:

- (i) Licensor will not make or allow any material change to the vehicular and pedestrian access to and from the License Area without providing 30 days’ prior written notice to CITY. For purposes of illustration only, the following changes to the vehicular and pedestrian access to and from the License Area are considered material: (i) relocation of any drive aisle; (ii) reduction in the number of parking spaces; (iii) erection of any building or other structure; or (iv) elimination of any curb cut. Notwithstanding Lessor’s ability to make the foregoing material changes, at all times during the Term, Licensor will ensure the availability of general vehicular and pedestrian access to and from the License Area.
- (ii) Licensor will not make or allow any change to the License Area without CITY’s prior written consent.
- (iii) Licensor will maintain and repair, at its expense, all roads and other accessways in accordance with first-class shopping center standards and practices (including repair of any pothole). Licensor acknowledges that CITY is relying on Licensor to maintain these accessways in good order and repair at all times.
- (iv) CITY is granted the exclusive right to provide vehicle charging and support services to owners or drivers of electric plug-in vehicles (each an “EV”) and EV-charging-related services at the Premises. Licensor will use reasonable efforts to incorporate this term into all subsequent leases, licenses and other grants of rights affecting the Premises, and Licensor will use reasonable efforts to not permit other parties, or grant the right to other parties, to provide vehicle charging and support services to owners or drivers of electric plug-in vehicles and EV-charging-related services at the Premises.
- (v) Licensor covenants and agrees to make all successors and assigns aware of the foregoing terms.

1.5 Equitable Relief. Licensor acknowledges that CITY is relying on the restrictive covenants in this Part 1 in executing this License. Licensor specifically agrees that if the covenants in this Part 1 are breached, that damages will be very difficult, if not impossible, to ascertain. Accordingly, in addition to any other remedy allowed by law, the

Item # 6

Parties agree that each of the covenants will be enforceable in equity. CITY may pursue injunctive or any other appropriate relief, whether under the provisions of this License or otherwise. CITY, at its option and without waiver of any right or remedy against Licensor, may directly enforce the restrictive covenants in this Part 1 and Licensor will cooperate in good faith with CITY to enforce the restrictive covenants in this Part 1 against other tenants or occupants of the Premises or any other third party.

PART 2 TERM; RENT; TERMINATION

2.1 License Term. The term of this License (“Term”) will commence on the Commencement Date and, subject to Section 2.3 (*Termination*), will end on the date that is five (5) years from the Commencement Date (as extended from time to time, the “**License Expiration Date**”). The “**Commencement Date**” is the date on which the Charging Station Facilities are first operational. CITY will provide to Licensor written notice of the Commencement Date within a reasonable period following the event. This License will automatically renew for successive 5 year periods, unless either Party gives written notice of termination of this License to the other Party no later than 30 days before the then current License Expiration Date.

2.2 License Fee. CITY will pay Licensor One Dollar (\$1.00) per year for use of the License Area, due and payable in advance (at the execution of this License) for the entire initial Term (an aggregate of \$10.00). If the Term is automatically extended per Section 2.1, Licensee will pay Licensor Five Dollars (\$5.00) on or before the then current License Expiration Date.

2.3 Termination.

A. By Licensor For Cause. This License may be immediately terminated for cause by Licensor if CITY breaches or fails to perform any of its obligations in any material respect, and the breach or failure continues uncured for 10 business days after receipt of written notice.

B. By CITY in CITY's Discretion. CITY may immediately terminate this License upon written notice, for any reason or for no reason.

C. License Area on Termination. Promptly following expiration or termination of this License, CITY will remove the Charging Station Facilities from the License Area and will restore the affected area to its former condition, excluding ordinary wear and tear. Despite the previous sentence, at CITY's option, CITY may cap off and secure, but not remove, any underground electrical wiring or conduit.

D. No Further Obligations. Upon any termination of this License, both Parties are relieved of any further obligation under this License, except for any obligation that by its nature should survive or may require performance after termination, in accordance with Section 8.2.D (*Survival*).

PART 3 CHARGING STATION FACILITIES

3.1 Charging Station Facilities. The number and approximate location of the EV charging stations (each a “**Charging Station**”) are indicated in Exhibit A. CITY, at any time and for any reason during the Term, may elect to upgrade, revise, alter, swap, or remove any Charging Station installed on the License Area. The “**Charging Station Facilities**” include all electrical equipment, meters, hardware, and software installed by CITY, the Charging Stations, all CITY signage, and all supporting equipment and structures, including electric distribution cabinets and equipment, concrete pads, and protective bollards. CITY may include on the License Area other additional services, equipment, or facilities that CITY may elect to offer its EV-charging customers or other electric service customers from time to time during the Term (e.g., bill payment kiosks, wireless internet services, or marketing information regarding other CITY services). Additionally, CITY and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the Charging Station Facilities, including lighting and cameras.

3.2 Access. CITY will have the right, but not the obligation, to provide its customers access to the License Area 24 hours per day, 7 days per week, and 365/366 days per year. CITY and its employees and vendors, at any time during the Term, may access the License Area and the Premises to maintain, inspect, repair, or replace any portion of the Charging Station Facilities.

3.3 Signage. Subject to applicable law or existing restrictions on signage at the shopping center. CITY may paint, place, erect, or project signs, marks, or advertising devices in, on, or about the License Area or elsewhere on the Premises. Further, CITY and Licensor also agree to place signage on or around the Charging Station Facilities designating the area as *EV Charge Parking Only*, and agree to take reasonable measures to discourage non-EV vehicles from parking in the License Area, including towing. Licensor agrees that it will not place any Mark (defined in Section 4.3.B) or advertising device on any portion of the Charging Station Facilities or in the License Area without CITY's prior written consent (which may be granted or denied in CITY's commercially reasonable discretion). Licensor

Item # 6

further agrees not to remove, mar, deface, obscure, or otherwise tamper with CITY signage or labels regarding the Charging Station Facilities.

3.4 Installation. CITY is responsible for supervising or conducting construction and installation activities for the Charging Station Facilities and has sole control over construction, construction schedule, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. To the extent applicable, Licensor will use best efforts to assist CITY in obtaining from applicable governmental authorities any license, permit, or other approval required to install the Charging Station Facilities. During the installation process, Licensor grants to CITY and its employees and vendors, the non-exclusive right to use and occupy Licensor's property adjacent to the License Area for construction and installation of the Charging Station Facilities. Upon completion of Charging Station Facilities installation, CITY will retain all ownership rights in the Charging Station Facilities. CITY will have the right to remove all or a portion of the Charging Station Facilities at any time during the Term or, pursuant to Section 2.3.C, after License termination, whether or not the items are considered fixtures or attachments to the License Area under applicable law.

3.5 Operation and Maintenance. Except as otherwise provided in this License, CITY, at its sole cost and discretion, will maintain and operate the Charging Station Facilities, including making all necessary repairs, arranging for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. CITY, in its sole discretion, will determine the type and amount of user fees and method of payment to CITY. Licensor may not collect any fees for use of the Charging Station Facilities, but may collect any fee normally charged to members of the public for access to or from the Premises. If there are operational or maintenance issues with the Charging Station Facilities, Licensor will not undertake any repair of the Charging Station Facilities and, instead, Licensor will promptly contact CITY as provided in **Exhibit B**.

3.6 Continuity of Service. CITY will use reasonable diligence to supply constant electricity service to the Charging Station Facilities and to maintain the Charging Station Facilities in operational condition, but does not guarantee uninterrupted or continual operation of the Charging Station Facilities. CITY also may interrupt operation of the Charging Station Facilities when necessary to maintain reliability of the electric distribution system, ensure safety, reduce peak demand, or to perform maintenance on the Charging Station Facilities.

3.7 Licensor Obligations. Licensor or ground lessee as such responsibilities are allocated in the underlying lease, at its sole cost and expense, will take all actions necessary to maintain the License Area in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the Premises common areas, including parking lot sweeping, parking lot snow removal, parking lot repaving and restriping, maintenance and repair of curbs, gutters, and landscaping features within the License Area, and maintenance and repair of structural portions of the Premises surrounding the License Area, including, as applicable, pavement, foundation, roof structure, walls, columns, beams, parking areas, and adjacent common areas. Licensor will provide and maintain lighting for the License Area in accordance with the same standards as it customarily maintains for common areas at the Premises. Licensor will provide general security for the License Area in accordance with the security it customarily provides for the Premises and will take reasonable precautions to protect the Charging Station Facilities from graffiti and other vandalism. For the avoidance of doubt, Licensor has no obligation to maintain the Charging Station Facilities, signage, or any other equipment installed by CITY within the License Area. To the extent Licensor has actual knowledge of the same, Licensor will promptly notify CITY (in accordance with Exhibit B) and, as appropriate, emergency response personnel regarding any malfunction of, or need for repair of, the Charging Station Facilities or any portion of the License Area.

3.8 Taxes. CITY is solely responsible for personal property taxes imposed on the Charging Station Facilities and any other equipment installed by it and located in the License Area. All other real or personal property taxes related to the License Area, including any increase in real estate taxes on the real property on which the License Area is located that arise from CITY's improvements or CITY's use of the License Area are the sole obligation of Licensor. Each Party is responsible for its own income, franchise, and similar taxes.

PART 4 INTELLECTUAL PROPERTY; PUBLICITY

4.1 CITY Intellectual Property. As between the Parties, CITY has and retains ownership of all of CITY's, "Intellectual Property" (all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, trade secrets, know-how, and all unique concepts, information, data, and knowledge that is eligible for legal protection under applicable law as intellectual property, whether protected through confidentiality, registration, or pending registration, regardless of form, and whether disclosed in writing, electronically, orally, or through visual means). Licensor has, and will obtain, no right in any CITY Intellectual Property.

4.2 Ownership of Drawings and Other Documents. Any document (e.g., drawings or specifications) in any format (including electronic) prepared by or under the direction of CITY in connection with construction, installation, or

Item # 6

maintenance of Charging Station Facilities is solely and exclusively CITY Intellectual Property, whether or not shared with or delivered to Licensor, and CITY retains all common law, statutory, and other reserved rights, including copyright.

4.3 **Publicity.**

A. Publicity by Licensor. Licensor may not use CITY's name or any CITY Intellectual Property without CITY's prior written consent. If Licensor desires to publicize the existence of the Charging Station Facilities in the License Area, Licensor must provide a copy of the proposed advertisement, news reLicense, Internet/website/social media posting, public statement, or other publication or promotional material (collectively, "**Publicity**") to CITY (as provided in Exhibit B) for review at least 20 days in advance of any desired use. If CITY provides written consent, Licensor may proceed with publication. No Publicity may claim or imply that CITY endorses Licensor's business, brand, products, environmental attributes, or Licensor generally.

B. Publicity by CITY. CITY may advise mapping services and manufacturers of vehicle navigation systems or smart phone application developers of the existence of the Charging Station Facilities at the License Area so that these services/manufacturers may include the information in their mapping services and navigation systems. To promote and inform the public about the Charging Station Facilities, CITY may disclose to the public information about the location of the Charging Station Facilities and the progress of construction and may use the business name (or project or shopping center name as designated by Licensor) and address of the License Area in promotional materials, websites, and maps. With Licensor's prior written consent, CITY may use Licensor's logo, trademark, or service mark (collectively, "**Mark**") in this Publicity. If CITY desires to use any Mark, CITY will provide a copy of the proposed material to Licensor (as provided in Exhibit B) for review at least 20 days in advance of desired use.

PART 5 REPRESENTATIONS AND WARRANTIES

5.1 Mutual Representations and Warranties. Each Party represents and warrants to the other as of the Effective Date that: (i) it has the power and authority to execute, deliver, and perform its License obligations; (ii) the execution, delivery, and performance of this License have been duly authorized by all necessary action and do not violate any term or condition of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (iii) there is no pending or, to its knowledge, threatened, litigation or administrative proceeding that may materially adversely affect its ability to perform this License; (iv) it is duly organized, validly existing, and in good standing under the laws of the State of Georgia and, if different, the jurisdiction of its organization; (v) this License constitutes a legal and binding obligation; and (vi) at all times during the Term, it will comply with all applicable federal, state, and local laws, rules, and regulations in performing its obligations under this License.

5.2 Warranty of Consent and Approval. Licensor further represents, warrants, or covenants that it has obtained or will obtain any consent or approval required in order for Licensor to enter into this License and to grant the rights, and perform its obligations under, this License, and for CITY to take the contemplated actions with respect to the License Area, from any third party: (i) with an interest in the Premises (including any owner, lender, licensee, lessee, ground lessee, or any party to a reciprocal easement agreement); or (ii) whose consent is otherwise required under conditions, covenants, or restrictions documents, declarations, or similar agreements affecting the Premises. If consent is required, Licensor and CITY will use cooperative commercially reasonable efforts to contact and educate the applicable third party of the terms, conditions, and benefits of the activity proposed under this License. If applicable, the Parties may provide copies (or portions) of this License to any governmental authority or third party as reasonably necessary or desirable to facilitate the purposes of this License.

5.3 Free Enjoyment. Licensor, during the Term of this License, covenants to maintain the Premises free of any lien, judgment, encumbrance, or other impediment.

PART 6 INSURANCE

6.1 CITY Insurance. During the Term, CITY will maintain in full force and effect, at its cost and expense, the insurance coverage it is required to maintain by the Georgia Public Service Commission. In all events, CITY will be entitled to self-insure.

6.2 Licensor Insurance. Licensor, at its expense, will maintain in effect without interruption throughout the Term insurance policies providing at least the following coverages and limits:

- (i) Commercial general liability ("**CGL**") insurance on an occurrence (not claims made) basis, providing coverage of at least **\$3 million** for any one occurrence in or about the Premises (including the License Area). Licensor Full replacement cost property insurance (written on a "special perils" basis) for: (a) the Premises and all

Item # 6

improvements thereon; and (b) all personal property, machinery, equipment, and trade fixtures located at the Premises; and

(ii) Statutory worker's compensation insurance and employer's liability insurance of **\$1 million** per accident/per employee.

PART 7 BROKERS; ATTORNEYS' FEES; REMEDIES

7.1 Brokers. CITY represents to Licensor that CITY has dealt with no broker in connection with this License, other than NONE ("CITY Broker"), which will be paid a commission by CITY pursuant to a separate agreement. Licensor represents to CITY that Licensor has dealt with no broker in connection with this License other than CITY Broker. Each Party will indemnify and hold harmless the other against and from any loss, cost, damage or fee (including reasonable attorneys' fees) resulting from any inaccuracy of this representation and warranty. Without limiting the previous sentence, Licensor will indemnify CITY against any claim for any real estate sales commission, finder's fee, or like compensation in connection with this transaction and arising out of any act or agreement of Licensor, other than any claim asserted by CITY Broker.

7.2 Attorneys' Fees. If either Party institutes a suit against the other for violation of, or to enforce any covenant, term, or condition of this License, the prevailing Party will be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees.

7.3 Remedies. The rights and remedies provided by this License are cumulative, and the use of any right or remedy by any Party does not preclude or waive its right to use any or all other remedies. These rights and remedies are in addition to any other right a Party has under applicable law, in equity, or otherwise.

PART 8 MISCELLANEOUS

8.1 Relationship of the Parties. The Parties will act as and be independent contractors in the performance of this License. Nothing in the License creates a joint venture, partnership, fiduciary, or agency relationship between the Parties for any purpose and the employees of one Party will not be deemed employees of the other Party. Except as otherwise stated in this License, neither Party has any right to act on behalf of the other, nor to represent that it has any such right or authority.

A. No Third Party Beneficiaries. This License does not confer any right or remedy on any person other than the Parties and their respective successors and permitted assigns. Nothing in this License creates a contractual relationship with, or cause of action for, any third party.

B. Environmental Benefits. The Parties agree that any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of Charging Station Facilities on the Premises during the Term belong to CITY.

C. Independent Agreements. The Parties acknowledge and agree that the rights and obligations under this License are separate and independent from, and are not conditioned on or affected by the performance or non-performance of the terms of, any other agreement between CITY and Licensor.

D. Force Majeure. Neither Party is responsible for any delay or failure in performance of any part of this License to the extent that the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, or other similar cause beyond the Party's control.

8.2 License Interpretation. In this License: (i) "**include(ing)**" means "include, but are not limited to" or "including, without limitation"; (ii) "**or**" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "**e.g.**" means "for example, including,;" and (iv) "**written**" or "**in writing**" includes email or facsimile communication, absent express statement otherwise. Reference to: (a) a Party or entity includes its allowed successors or assigns; (b) a regulatory authority includes an authority succeeding to the same function; and (c) applicable law, a document, or a provision, is to the law, document, or provision as modified or amended and then effective or current. When the context requires, the number of all words, including defined terms, include the singular and the plural.

A. Governing Law. Georgia law governs all matters, including torts, arising under, or relating to execution, interpretation, performance, or enforcement of, this License, without regard to choice of law principles. The Parties will resolve a claim or other dispute brought under this License in a state or federal court sitting in Fulton County, Georgia, regardless of the Premises location. Each Party consents to exclusive jurisdiction and venue in these courts and, to the fullest extent allowed by applicable law, waives any objection to this jurisdiction or venue.

B. Entire Agreement. This License and its exhibits comprise the Parties' final and exclusive expression of their rights and obligations with respect to the License Area. This License supersedes any previous or contemporaneous oral or written representation, promise, arrangement, understanding, or agreement relating to

the License Area. Each exhibit, attachment, appendix, schedule, or other document attached to or referenced in this License is part of, and integral to, the License, as if included in the main body.

C. Captions. Captions are for convenience only and do not affect License interpretation. Reference to a License part by caption (e.g., *License*; *Easements*; *Covenants*) or number (e.g., “Part 1”) includes all sections (e.g., “1.5 *Equitable Relief*”), clauses (e.g., “A. *By Licensor For Cause*”), and subparts ((i), (ii)) within that part. Likewise, reference to a section by caption or number includes all clauses and subparts within that section.

D. Survival. License provisions that by nature or context logically should apply beyond License expiration, completion, cancellation, or termination or transfer, assignment, novation, merger, or other entity change (e.g., Section 2.3.C (*License Area on Termination*); Part 4 (*Intellectual Property*; *Publicity*); Section 6.3 (*Licensor Waiver*); and Section 8.2.A (*Governing Law*)) will survive the expiration, termination, or cancellation of this License, regardless of reason.

8.3 License Modification. Any amendment, modification, or other change to this License will be ineffective unless made in a writing signed by both Parties. Each Party agrees to execute (and acknowledge, if requested) and deliver additional documents or to perform additional acts as reasonably necessary or appropriate to effectuate or perform each term, provision, or condition of this License.

A. No Waiver. Failure of a Party to insist on strict performance of any License provision does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

B. Assignment. This License is binding on and inures to the benefit of the Parties and their respective heirs, successors, assigns, and personal representatives. If there is an assignment or change in control of all, or substantially all, of a Party’s operations or assets (by transfer, assignment, novation, sale, merger, or consolidation), the Party making the assignment or change must provide prompt written notice to the other and the Parties will cooperate to ensure that the License binds the successor.

C. Severability. If a court rules a License provision unenforceable to any extent, the rest of that provision and all other provisions remain effective. The Parties will negotiate in good faith to replace the provision and restore the License as nearly as possible to its original intent. If a court finds a provision to be unreasonably broad in time or scope, the Parties desire that the court reduce the breadth to the maximum legally allowable parameter, instead of holding it totally unenforceable.

8.4 Notices. Any notice provided or permitted to be given under this License must be in writing and be delivered either by (i) personal delivery (effective that date); (ii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (iii) registered or certified U.S. mail, with proper postage (effective the following fourth business day). The Parties will provide notice as indicated in Exhibit B, subject to any update provided by written notice pursuant to this Section 8.4.

[SIGNATURES ON FOLLOWING PAGE]

GA-629 Cartersville, GA**CONFIDENTIAL**

Each Party agrees to all terms and conditions of this License, as of the Effective Date above. This License may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. The Parties may exchange counterparts by facsimile transmission or as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a facsimile or scanned signature is an original signature for all purposes.

Signed, sealed and delivered
in the presence of:

**The Kroger Co.,
An Ohio corporation**

Unofficial Witness

By: _____

Name: _____

Title: _____

Subscribed and sworn before me on this the
_____ day of _____, 2016

Notary Public

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

City of Cartersville

Unofficial Witness

By: _____

Subscribed and sworn before me on this the
_____ day of _____, 2016

Notary Public

My Commission Expires: _____

ATTEST:

Connie Keeling
City Clerk

Matthew J. Santini Mayor

Item # 6

EXHIBIT A

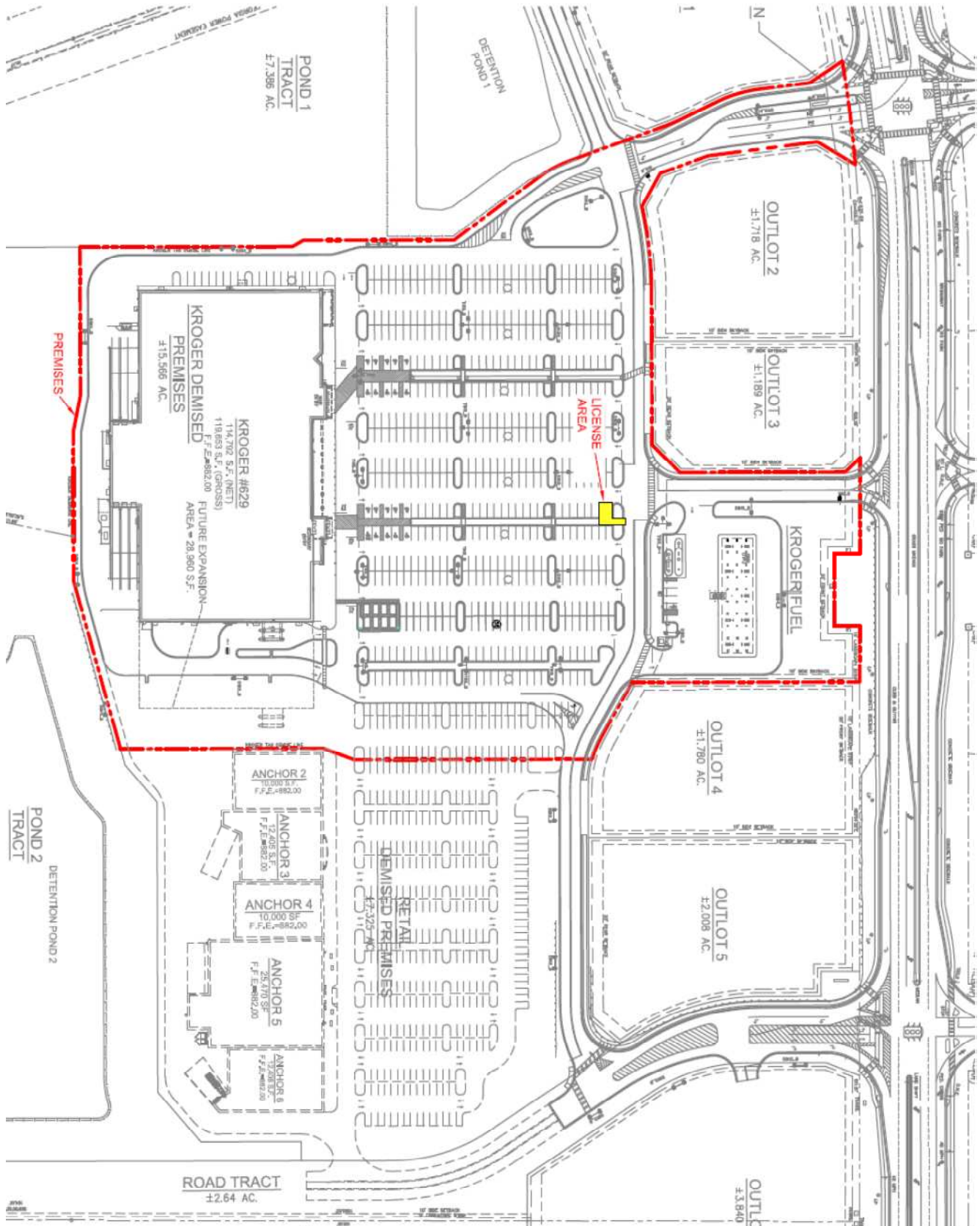


EXHIBIT B – NOTICES AND ADMINISTRATION

Licensors will provide notice to CITY regarding any operational or maintenance issue at the Charging Station Facilities under Section 3.5 (*Operation and Maintenance*) or 3.7 (*Licensors Obligations*) as follows:

City of Cartersville Electric System
Attn: Derek Hampton, Assistant Director
320 S. Erwin St.
Cartersville, GA 30120

With a copy to:
City Manager's Office
Attn: Tamara Brock, Utility Accounts Manager
1 N. Erwin St.
Cartersville, GA 30120

Each Party will provide written notice to the other under *Notices* (Section 8.4) as follows:

Notice to CITY:

City of Cartersville Electric System
Attn: Derek Hampton, Assistant Director
320 S. Erwin St.
Cartersville, GA 30120

With a copy to:
City Manager's Office
Attn: Tamara Brock, Utility Accounts Manager
1 N. Erwin St.
Cartersville, GA 30120

Notice to Licensors:

The Kroger Co.
Attn: Real Estate Department
2175 Parklake Drive
Atlanta, GA 30345

With a copy to:
The Kroger Co.
Attn: Legal Department
1014 Vine St.
Cincinnati, Ohio 45202



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
Electric Vehicle Charging Station

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	The Electric Department would like to purchase a Charge Point Electric Vehicle Charging Station from Hannah Solar. It would be located in the Kroger Market Place parking lot. The Electric Vehicle Charger would provide a convenient method for charging electric vehicles with easy access for travelers off Interstate 75 and for commuters in town. The charger can charge 2 cars at a time. Calhoun and Acworth have installed Electric Vehicle Chargers. The City of Acworth has the Charge Point brand of charger and have been pleased with the product. We received quotes from two suppliers and went with Hannah Solar. Their product has better reviews and a wider network. The price difference between the two was minimal. This item was not planned for in the budget but we do have room in the electric capital outlay to cover the cost. The software maintenance will be a budgeted item for next year. The cost of the unit is \$8725. This price includes installation and set-up. We ask for your approval to purchase the Charge Point Station from Hannah Solar.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	This is not a budgeted item, but there is room in the budget for the installation of the unit.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
10/20/2016 7:00:00 PM
Electric Department Transformer Purchase**

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department needs to purchase a 300 kVA transformer for the Shaw Create Center. Three bids were received. See attached Individual Transformer Bids for Specific Information. Anixter Company submitted the low bid for this unit. Electric Department recommends that we accept the low cost bid from ANIXTER for a total unit price of \$6,580.00. This is a budgeted item in FY16-17 Budget.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



6525 BEST FRIEND RD SUITE 100
NORCROSS, GA 30071

300KVA TRANSFORMER

www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: U00479380.00

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

Attn:
Phone:
Fax:

Issued Date: **Oct 03, 2016**
Expiration Date: **Nov 02, 2016**
Sales Contact: **Debbie Livengood**

(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 PADMOUNT TRANSFORMER,12470GRDY/7200,480Y/277 PER SPEC, NL 369, LL 2925 DEL: 17 - 19 WKS ABB	1	6,580.000	EA	6,580.00

SECTION TOTAL: \$6,580.00

QUOTE TOTAL: \$6,580.00

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 = \$ 16,291.00

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.



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

Quotation

QUOTE DATE	ORDER NUMBER
09/28/16	S009829420
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120-1390

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

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
129337						James A Narmore	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Neil Godfrey				09/28/16	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
1EA		1	*GE HG39G70A2 GE 300KVA 3-PH PADMOUNT TRANSFMR 12470GRDY/7200 TO 480Y/277 VOLTS DEAD FRONT, LOOP FEED, BAYONET FUSED, PER CARTERSVILLE SPECS NL= 449 LL= 2615 * DELIVERY 12-13 WEEKS A.R.O. <i>TOT = \$16,732.00</i>			7276.000EA	7276.00
* This is a quotation *						Subtotal	7276.00
Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.						S&H CHGS	0.00
For Terms and Conditions, Please See our website						Sales Tax	0.00
						TOTAL	7276.00

** Reprint ** Reprint ** Reprint **

10/06/16 17:53:38

ERMCO QUOTE

PAGE 1

CUSTOMER COPY

QUOTE # 444196-00
QUOTED DATE 10/06/16BILL TO:
GRESKO UTILITY SUPPLY, INC.
1135 RUMBLE ROADSHIP TO:
CITY OF CARTERSVILLE
320 S ERWIN STREETATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

CARTERSVILLE GA30120

DESCRIPTION	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.			

ITEM 1
ERMCO 3 PHASE PAD TRANSFORMER 3PH-PAD
ITEM# : 1.00
YOUR PRODUCT

1

\$7588.00/ea

NL= 457 LL= 2381 IZ=4.500 TL= 2838
OPTIONS BEGIN.....

ERMCO	ERMCO STD 3PH TRANSFORMER
0300	300 KVA
G	GRDY
001G	12470GY/7200 95 BIL
X	HO/XO GROUND
001	NO TAPS
127	480Y/277
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

TOC = \$1 16,511.00

Transformer Purchase

The Electric Department needs to purchase a transformer to be used at the Shaw Create Center. Three bids were received for the following transformer.

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>
ANIXTER	ABB	\$6580.00	1	\$6,580.00	\$16,291	17-19 weeks	
IRBY	GE	\$7,276.00	1	\$7,276.00	\$16,732.00	12 - 13 Weeks	
GRESKO	ERMCO	\$7,588.00	1	\$7,588.00	\$16,511.00	9 - 11 Weeks	Anticipated Power to site by March, 2017

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 low Bid from Anixter at a total purchase price of \$ 6,580.00.



City of Cartersville

**City Council Meeting
10/20/2016 7:00:00 PM
2017 Calendar Printing**

SubCategory:	Bid Award/Purchases
Department Name:	City Manager's Office
Department Summary Recommendation:	The bid received for the printing of the 2017 calendar is \$7,964 from New Dimensions Printing. With the estimated postage, the total would be \$9,764. This is a budgeted item and is 25% lower than the budgeted amount.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
10/20/2016 7:00:00 PM
Replacement Flygt Mixer**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The Water Pollution Control Plant (WPCP) premix basin has room for six Flygt compact submersible mixers. We currently operate on four and know from experience we cannot operate on only three. Last week one mixer failed and was replaced with the spare Council authorized in March 2016. Having a spare turned what would be a critical process failure into a one-day maintenance issue that was quickly resolved. While it is possible to rebuild the failed unit, the base cost for a rebuild is \$11,752.56. This is 73% of the cost of a new unit. As noted in the quote, the rebuild price only covers a basic rebuild (highlighted). Should additional parts or machine work be required, this price can and will escalate quickly. Also note, the unit has been in continuous service for eight years and I expect there will be additional wear/damage to be addressed. For the reasons stated above, I am requesting a <u>new unit</u> as a replacement spare mixer instead of rebuilding. This is a sole source item only available from Flygt. I recommend purchase of a new Flygt 4650 mixer for the quoted price of \$16,043.88.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This will be paid from account 505.3330.52.2361 Maintenance to WPCP
Legal:	
Associated Information:	



Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2016-ATL-0379

Date: 10/9/2016

Page 1 of 5

Tag #: 5677

JobName:

Customer Information

Company Name: CITY OF CARTERSVILLE

Address PO BOX 1390

CARTERSVIL GA30120

Contact: Bart Sears

Telephone:

Telephone:

Fax:

Email:

Following is an estimate regarding the repair of your Flygt mixer.

Product Identification

Product Number: 46504101960

Serial Number: 4650.410-0130146

Model: 4650

Impeller Code:

HP: 8.3

Volts: 460

Phases: 3

Inspection Information

Inspected By: Paul Fon

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 0.0 B 0.0 W 0.0

Resistance through cable: RB 3.0 RW 4.8 BW
4.9

Stator Condition: Unusable

Shaft Condition: Unusable

Oil Condition: Unusable

Inspection Plugs:

Sensors:

☐ FLS

☐ CLS

☐ KLIX

☐ Bearing

☒ Cable

Hydraulic: Impeller/Propeller Condition: Unusable

Volute Condition: Good

Cable Condition: Unusable

Cable Length: 30 feet

Flygt Products

90 Horizon Drive , Suwanee GA 30024

PH: (770) 932-4320

FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2016-ATL-0379

Date: 10/9/2016

Page 2 of 5

Tag #: 5677

JobName:

Hydraulic Type: S

Installation

Type: R

☐ Control

Discharge Size:

☐ MFV

Primary Requirement: Prop worn excessively causing the shaft to get un balanced and take out the bearings

Repair/Service Requirements and remarks

Stator is bad. The shaft is bad. The Prop is bad and the cable is bad.

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
30	94 21 02	CABLE,SUBCAB AWG 14/7 19MM	\$7.18	\$215.28
2	84 18 01	GROMMET,NBR 21ID 52OD 26L	\$20.24	\$40.48
1	578 50 02	ROTOR UNIT	\$953.12	\$953.12
1	569 58 31	STATOR,25-15-12A 460-480VY	\$2,003.76	\$2,003.76
1	658 86 23	PROPELLER,316 580MM 3DEG	\$2,553.00	\$2,553.00
1	665 68 04	KIT,REPAIR BASIC 4650/60	\$2,653.28	\$2,653.28
1	690 80 01	DISC,PROTECTIVE COMPLETE	\$1,618.28	\$1,618.28
12	83 04 46	SCREW,ALLEN M10 X 40 SS	\$2.94	\$35.33
12	82 35 76	WASHER,SS 10.5MM ID 22MM OD	\$2.21	\$26.50
12	82 27 28	NUT,LOCK HEX M10 SS	\$3.13	\$37.54
1	695 16 01	HANDLE UNIT	\$483.00	\$483.00
		Total Price		\$10,619.56

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
1	14-69 00 22C	ENV FEE 11-50HP NO TAX TM ENVIRONMENTAL FEE	\$59.00	\$59.00



Flygt Products
90 Horizon Drive , Suwanee GA 30024
PH: (770) 932-4320
FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2016-ATL-0379

Date: 10/9/2016

Page 3 of 5

Tag #: 5677

JobName:

1	14-69 00 25A	MISC ITEMS,MEDIUM PUMPS TM	\$44.00	\$44.00
		MATERIALS,LUBES,SOLVENTS,ETC		
10	14-69 00 02C	LABOR,SVC FLYGT,NO TAX Z3-TM MODELS: 4000	\$103.00	\$1,030.00
		Total Price		\$1,133.00

Total Price: \$11,752.56

Product Replacement

Product Number: 4650.412-0335

Estimated Delivery: 0 Weeks

Cost of New Unit: \$16,043.88

Description:

Flygt Model SR-4650 Submersible Mixer, Stainless steel (ASTM 304), equipped with a 460 Volt / 3 phase / 60 Hz 8.3 HP 580 RPM motor, Prop 3° with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of payment: 100% N30 after invoice date.

Delivery is not included in this repair estimate unless specifically stated.

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.



Flygt Products
90 Horizon Drive , Suwanee GA 30024
PH: (770) 932-4320
FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2016-ATL-0379

Date: 10/9/2016

Page 4 of 5

Tag #: 5677

JobName:

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Mike Ventry

Phone: 678-804-5708

Fax: 770-932-4321

Email: mike.ventry@xyleminc.com



Flygt Products
90 Horizon Drive , Suwanee GA 30024
PH: (770) 932-4320
FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2016-ATL-0379

Date: 10/9/2016

Page 5 of 5

Tag #: 5677

JobName:

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

☐

Repair

☐

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

☐

Will Pick Up

☐

Deliver

☐

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

☐

Yes

☐

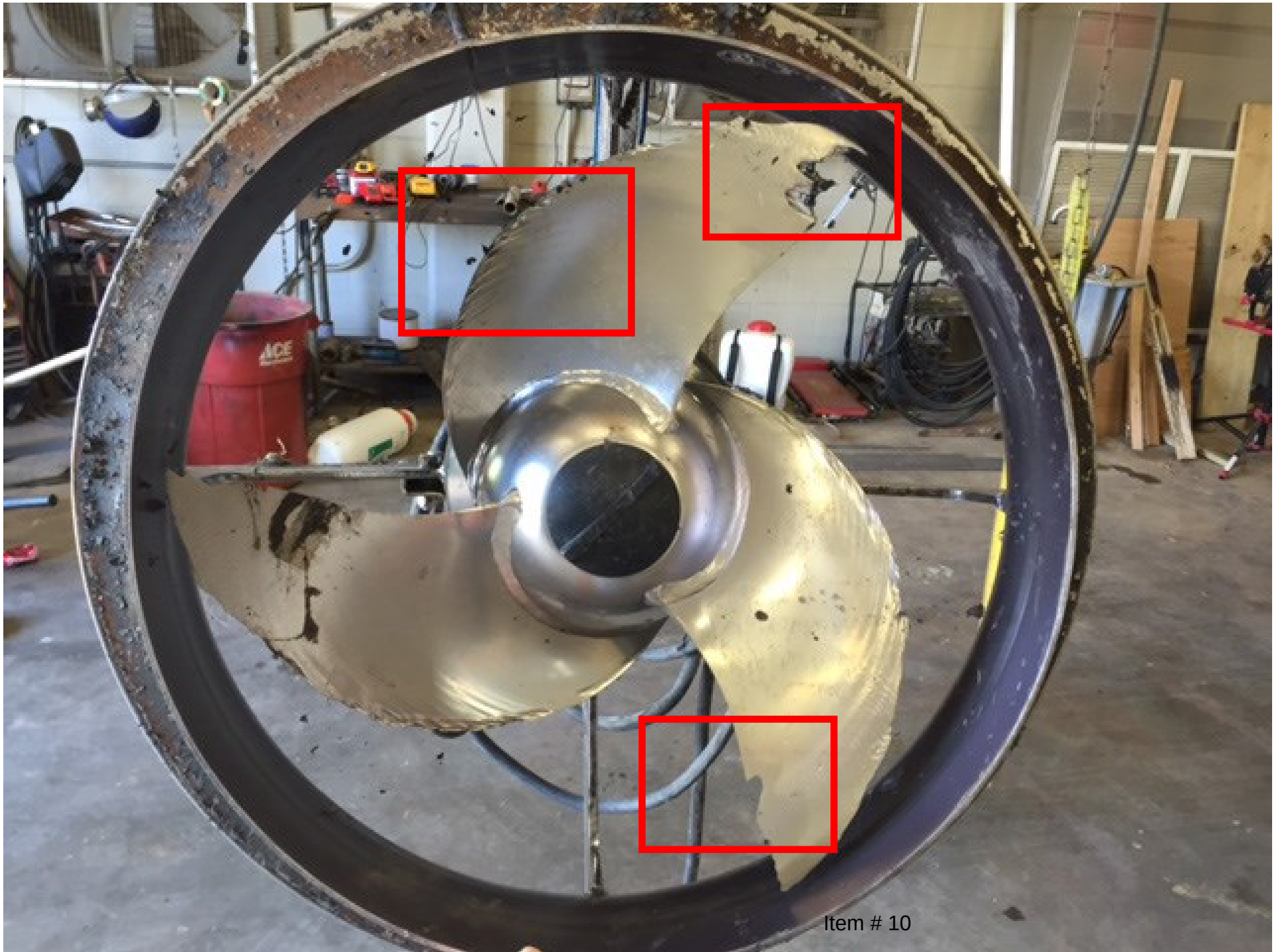
No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Flygt Products
90 Horizon Drive , Suwanee GA 30024
PH: (770) 932-4320
FX: (770) 932-4321





Item # 10







Item # 10



City of Cartersville

**City Council Meeting
10/20/2016 7:00:00 PM
Secondary #4 Gearbox Rebuild**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The gearbox on the secondary lift number four (2nd-4) screw has been making very unhappy mechanical sounds for the past month. The screw was taken out of service while repairs to the number two (2nd-2) and number three (2nd-3) screws were made. Those repairs are complete and have been running for several weeks. It is now time to repair the 2nd-4 gearbox to restore full pumping functionality and prevent further damage. Quotes were requested from Motor & Gear Engineering and Overton Chicago Gear for a full rebuild. Motor & Gear submitted a price of \$27,950 for a full rebuild of normal wear parts with a 2-week turnaround time. Chicago gear supplied a parts sheet with cost and no estimation of labor. They did offer a price on a new replacement unit of \$51,694.00. I hesitated to even include the Chicago Gear submittal, but thought it was useful for demonstrating what the cost of a new gearbox would run. Due to the open ended/vague rebuild quote from Chicago Gear coupled with a 10 – 12-week turnaround, I am recommending you approve the Motor & Gear quote of \$27,950 with a 2-week turnaround. This will be paid through account 505.3330.52.2361 – WPCP Maintenance
City Manager's Remarks:	Your approval of this repair via the Motor & Gear quote is recommended.
Financial/Budget Certification:	This will be paid through account 505.3330.52.2361 WPCP Maintenance
Legal:	
Associated Information:	



Motor & Gear Engineering, Inc.

3545 McCall Place Suite B Doraville, GA 30340
 phone (770) 454-9001 fax (770) 454-9092 email: motoreng@bellsouth.net

September 20, 2016

Mr. Bart Sears
City of Cartersville Waste Treatment Plant
 102 Walnut Grove Rd
 Cartersville, GA 30120

RE: D O James Gearbox, Model SH163 C, Serial 248294, Ratio 57.47:1
Repair Quote / Labor / Material
Motor and Gear Engineering Job TBD

Per your request Motor and Gear Engineering is pleased to offer the following D O James Gearbox repair quote for review and consideration. Please note scope of repair and material option ADDERS listed below.

Motor and Gear Engineering to provide the following service:

- Pickup Gearbox from customer service location
- Transport to **Motor and Gear Engineering** repair facility
- Disassemble, clean and inspect all components for wear and damage
 - Check bores for wear
 - Check gearing for wear, pitting or damage
 - Check journals for wear
 - Record all critical dimensions
- Report any issues, gear damage to customer for immediate attention
- Check box case for damage
- Coat inside gearbox case with oil retardant enamel
- Machine / repair any journal / seal surface / bore needing repair
- Furnish and Install new bearings
- Furnish and Install new seals
- Furnish and Install new gaskets, o-rings
- Manufacture and install anti reversing backstop
- Assemble to original factory specifications
- Shim all gearing for optimum wear life
- Fill with test oil / test without load checking for temp rise, leaks and vibration
- Drain test oil for transport
- Prime, paint and prep for delivery
- Deliver to customer location via our truck

Labor:	\$10980.00 labor
OEM Seal Kit / Bearings / Repair Material:	\$16970.00 material
Pickup / Delivery Charges:	\$200
Total Repair Quote Based on Standard Recondition:	\$27950.00 TOTAL (Not-to-Exceed)
Time required for completion:	2 weeks ARO
- Not to Exceed price includes machine work / bearing bores / journals and seal surface repair - Gearing damage to be noted and reported in as found report - Old bearings to be labeled and returned with repaired gearbox	

Thank you for the opportunity to quote this service.
 Please don't hesitate to call me with questions or comments.

Kind regards,
 Tony P. Cheatham
 Sales Manager
 Motor and Gear Engineering
 770-722-3164

Gearing-Metric & English
 Electric Motors & Drives, Rewinding

Gearbox Rebuilding
 Registered Engineers


OVERTONCHICAGOGEAR

 2823 W. Fulton St., Chicago, Illinois 60612
 Phone: 773.638.0508 Fax: 773.638.7161

Quote: 24921 - 13
6/6/16
CITY OF CARTERSVILLE
Attention: Bart T Sears

Your Reference:

Dear Bart :

Thank you for your request for quotation. We are pleased to offer the following proposal for your consideration.

FURNISH COMPLETE SPARE PARTS AND DUPLICATE UNIT FOR D.O. JAMES REDUCER
MODEL SH-163C, S/N 248294

Part #	Rev	Description	Qty	Price Each \$
Q-74114	NONE	F/C R/H H.S. HELICAL PINION SHAFT	1	3,070.00
L-74115	NONE	F/C L/H H.S. HELICAL GEAR	1	2,180.00
Q-74116	NONE	F/C L/H INT. HELICAL PINION SHAFT	1	3,130.00
L-74117	NONE	F/C R/H INT. HELICAL GEAR	1	3,230.00
Q-74118	NONE	F/C R/H S.S. HELICAL PINION SHAFT	1	3,680.00
Q-74100	NONE	F/C L/H S.S. HELICAL GEAR	1	7,780.00
Q-74119	NONE	F/C S.S. SHAFT	1	4,680.00
BEARINGS & SEALS	NONE	F/C BEARINGS & SEALS SET	1	5,328.00
TUTHILL PUMP	NONE	F/C TUTHILL PUMP	1	975.00
MODEL SH-163C	NONE	F/C NEW DUPLICATE REDUCER	1	51,694.00

*****QUOTE IS VALID FOR 4 WEEKS*****

 F: 770.928.7405
 P: 770.607.5816

 For more information on Standard Terms and Conditions of Sale,
 including Warranty Information, please visit our web site at:
<http://www.oc-gear.com>
"FULL SERVICE GEAR MANUFACTURER"

 Item # 11
 

ISO 9001 CERTIFIED

**OVERTONCHICAGOGEAR**

2823 W. Fulton St., Chicago, Illinois 60612
Phone: 773.638.0508 Fax: 773.638.7161

Quote: 24921 - 13
6/6/16

DELIVERY: 10 - 12 WEEKS SPARE PARTS
20 - 22 WEEKS DUPLICATE UNIT

TERMS: TBD SUBJECT TO CREDIT APPROVAL.
F.O.B. OUR PLANT, CHICAGO, IL.

If questions arise, please do not hesitate to contact our office.

Sincerely,

Dennis Koukounaras ext. 313
Sales
dkoukounaras@oc-gear.com

F: 770.928.7405
P: 770.607.5816

For more information on Standard Terms and Conditions of Sale,
including Warranty Information, please visit our web site at:
<http://www.oc-gear.com>

"FULL SERVICE GEAR MANUFACTURER"

Item # 13

ISO 9001 CERTIFIED



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
Personal Protective Equipment for Three New Firefighters

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	Respectfully request permission to purchase three sets of Personal Protective Equipment for new firefighters. This equipment is commonly referred to as "turn out "gear. This is the actual emergency equipment that is donned by fire personnel during firefighting or other emergency operations an helps prevent injury to personnel. This equipment is required and meets the current NFPA and OSHA standards for firefighting. The equipment will be purchased from Firemaster located in Tallapoosa, GA. Firemaster is the actual manufacture of this gear which reduces the cost of a middleman vendor. Total request for three complete sets, excluding helmets will be \$5, 492.00. This is a budgeted item.
City Manager's Remarks:	Your approval of the purchase of turn out gear is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Fire Master

57 Stoffel Dr.
P.O. Box 185
Tallapoosa, Ga. 30176
1-800-341-6189
Fax: 770-574-9663

Quotation

Date : 10/7/16

Department: Cartersville Fire Dept.

Quantity	Stock Number	Description	Unit Price	Amount
3	2600C	Gemini Coat W/Matrix	\$785.00	\$2,355.00
3	Options	Thumb holes	\$15.00	\$45.00
3		Pal Tab	\$6.00	\$18.00
3		Dept. Name (CFD)	\$29.00	\$87.00
3	FF Names	FF Name (A. Powell, A. Agan, D. Williamson)	26 letters	\$65.00
3		W/ Snaps and Velcro	\$9.00	\$27.00
3		Caldura Thermal	\$50.00	\$150.00
3	2600P	Gemini Pants W/Suspenders	\$555.00	\$1,665.00
3	Options	Removable Knees	\$65.00	\$195.00
		Caldura Thermal	\$40.00	\$120.00
3	6369	Leather Boots Sizes: 13W, 9.5R, 11R	\$255.00	\$765.00
			Total	\$5,492.00

Doug Brock

Date : 10/7/16



City of Cartersville

**City Council Meeting
10/20/2016 7:00:00 PM
Annual Firefighter Physicals**

SubCategory:	Proposals
Department Name:	Fire
Department Summary Recommendation:	Respectfully requesting funds to conduct our annual firefighter physicals which are in compliance with NFPA 1582 and OSHA 1910.156. This physical provides the annual required fitness clearance documentation and assist in monitoring the overall health and wellbeing of department personnel. There are limited organizations who can provide this type of exam on-site. After a review by our departments health and safety committee, we are requesting approval to continue with Site-Med which is based in Kennesaw. This provides for a two-phase physical testing that will occur at our headquarters and also provides us with a physician who we monitor the firefighters for a year and provide assistance to the department along with human resources if we have any staff members that may have issues arise. The cost for these base physicals will be \$270.00 per firefighter for 71 exams for a sub total \$19,170.00 which is same as last year. You will find attached the proposal the Site-med which shows a two year pricing and breaks down the potential additional services that may be needed. After the base physicals are completed some additional testing may be required of certain individuals who are on the hazardous materials response team and others that may show certain cardiac markers that require follow up for clearance. Because of this we are requesting an amount up to but not to exceed, \$22,000.00. This is a budgeted item in our FY 2016-17 budget.
City Manager's Remarks:	Your approval of the maximum not to exceed cost of \$22,000 for fire physicals is recommended.
Financial/Budget Certification:	This is a budgeted item, amount up to but not to exceed, \$22,000.
Legal:	N/A
Associated Information:	N/A



Chief Scott Carter
 Cartersville Fire Department
 195 Cassville Rd.
 Cartersville, GA 30120

January 6, 2015

Re: Firefighter Medical Clearance Program

Dear Chief Carter,

Please find the attached proposal for your Firefighter Medical Clearance Program. I have listed several key factors that differentiate us from the competition.

1. Our examination meets and exceeds the NFPA 1582 standard.

Other companies only perform an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard, and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments. Components that we include that are typically missing from other programs include:

- Comprehensive head to toe physical exam
- Option for Audiometer hearing testing
- C.2.1.3 Submaximal Graded Treadmill Evaluation (WFI Treadmill Protocol)
- C.2.1.5 Hand grip strength evaluation
- C.2.1.6 Leg Strength Evaluation or C.2.1.8 Optional Vertical Jump Assessment
- C.2.1.7 Arm Strength Evaluation
- C.2.1.9 Push-up muscle endurance evaluation
- C.2.1.11 Prone Static Plank Core Stabilization Assessment
- C.2.1.12 Sit and reach flexibility evaluation

All of our testing equipment meets the stringent standards in NFPA 1582. In addition, we can exceed the NFPA Standard by offering optional advanced genetic testing for heart disease and other services to help keep your firefighters healthy.

2. We are doctor owned and operated.

We own our clinic and Dr. Fernandez and Dr. Walker are licensed to practice medicine in 8 states throughout the Southeast. What does this mean for you? **Consistency, Reliability, & Dependability.**

Other companies owned by non-physicians hire outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams. This is what we do all day every day. Let us put our experience to work for you. Have medical questions about your firefighters but don't know who to ask? Don't worry; with SiteMed you have year-round access to our physicians.

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
 Marietta, GA 30066
SiteMedFire.com

112 Doro Court
 Garner, NC 27529
Phone/Fax 888-837-4819

Item # 13



3. We use a unique Two Phase Process

Phase I – Techs gather all blood work and administer testing.

Phase II – Medical Provider on-site for physical exam and one on one consultation.

How does this benefit you? By having the test results available prior to the consultation, we are able to customize a treatment plan to meet your specific needs. This allows for a much more productive and valuable consultation. This time with your medical provider is what matters and where you see results.

4. Post-Event Management

As physicians, we will coordinate follow up clearances and mitigate medical clearance issues for you. What does this mean to you? We are with you every step of the way and sweat the small stuff so you don't have to.

Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

Sincerely,

Lance Walker, D.O.
Medical Director

This proposal is valid for 90 days from date above. If you are outside this time frame,

please call our office for an updated proposal.

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
Marietta, GA 30066
SiteMedFire.com

112 Dismal Court
Garner, NC 27529
Phone/Fax 888-837-4819

Item # 13



SiteMed will provide the following firefighter physicals based on a **minimum** of 71 exams. The firefighter physical program includes the services listed below, technician(s) and medical provider:

- **\$270 per firefighter** includes services listed below and an audiogram using our Benson audiometer equipment in a quiet room at your facility to check hearing. **Total cost, excluding any additional services is \$19,170.**

If you do not have a quiet room at your facility, we can also perform audio testing with our Benson audiometer equipment in our 40' Mobile Medical Van. **An additional mobilization fee will apply based on mileage and job length.**

SiteMed will come on-site once per year. Each on-site visit will consist of 3 Phase I day, up to 4 hours each day, and 3 Phase II days, up to 8 hours each day, for a total of 6 days each year. Additional hours or days will be invoiced separately.

Additional fees of \$7.50 per person will apply for labs collected at LabCorp facility due to missed appointments or absenteeism during Phase I.

Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582 and includes:

- Comprehensive Medical History – All necessary forms will be provided
- Medical Examination - *Comprehensive physical exam includes: head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.*
- Vitals – Height, Weight and Blood Pressure
- Body Composition – Bio Impedance Analysis (BIA)
- Pulmonary Function Testing (PFT)
- Vision – Snellen (distance) screening
- EKG – 12-lead resting electrocardiogram
- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
- Jackson System Strength Testing – Muscular Strength: includes grip, leg and arm strength (*per NFPA 1582 C.2.1.5, C.2.1.6 & C 2.1.7*)
- Flexibility: sit & reach (*per NFPA 1582 C.2.1.12*)
- Muscular Endurance: push-up & static plank (*per NFPA 1582 C.2.1.9 & C.2.1.11*)
- One-on-one consultation with licensed medical provider
- Copy of results and interpretations provided to each firefighter in sealed envelope
- Clearance letters will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics

Program will be broken down as follows:

Phase 1: Laboratory specimen collection at your facility at least 2 weeks prior to Phase 2

Phase 2: All other services including physical exam

Scheduling of services is as follows: To be determined

ON-SITE FIREFIGHTER PHYSICALS



Billing of services is as follows: 25% to be invoiced after Phase I is completed

75% to be invoiced after Phase II is completed

Additional Services - Fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at www.sitemedfire.com during phase I and click on the "store" tab in the navigation menu for more information.

Chest X-Ray – minimum required	\$110 per person
Vision – Titmus color blindness, visual acuity and depth perception	\$15 per person
Hepatitis B Injections Price is per person, per vaccine with a series of 3 shots – includes cost of the vaccines	\$75 per vaccine
Tuberculosis Screening (minimum number required)	\$15 per person
Calcium Scoring CT Scan* may not be available at all locations	\$130 per person
Influenza Vaccination – Flu – must be scheduled in advance; minimum number required	\$25 per person
Fecal Occult Blood Screening (>40 y.o.)	\$15 per person
Blood typing (ABO grouping & Rho-D)	\$17 per person
Hepatitis B Antibody Screening (Titer Test)	\$27 per person
Hepatitis C Screening	\$27 per person
HIV – Screening	\$25 per person
CRP (C-Reactive Protein)	\$15 per person
Hemoglobin A1C	\$40 per person
Ovarian Cancer Screening (CA-125) – female	\$30 per person
PSA screening – male	\$22 per person
Cholinesterase, RBC – blood test (Haz-Mat teams)	\$42 per person
Heavy Metals (Haz-Mat teams)	Per request
DOT Medical Cards	\$20 per card
Blood and Urine Collection at LabCorp Facility	\$7.50 per person

This agreement made and entered this date _____ of _____, 2015 between **SiteMed** and **Cartersville Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing.

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The below listed pricing will only be guaranteed for the initial period of one (1) year and only while below listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

Cartersville Fire Department – Representative

Date

SiteMed – Representative

Date

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
Marietta, GA 30066
SiteMedFire.com

112 Dorton Court
Garner, NC 27529
Phone/Fax 888-837-4819

Item # 13



SiteMed Lab Analysis

Chemistry Screen:

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Urea Nitrogen (BUN)	Total Bilirubin – Liver Function
eGFR	Direct Bilirubin
Creatinine	Alkaline Phosphatase – Liver Function
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH – Heart Enzyme
Iron (TIBC)	

Lipids:

Triglycerides
 Cholesterol, Total
 HDL-High Density Lipoprotein Cholesterol
 LDL-Low Density Lipoprotein Cholesterol
 VLDL-Very Low Density Lipoprotein Cholesterol
 Cholesterol / HDL-Cholesterol
 Estimated Coronary Heart Disease Risk

Urinalysis:

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

Thyroid:

Thyroid-stimulating Hormone (TSH)

Complete Blood Count (CBC):

White Blood Count (WBC)	Hemoglobin
Red Blood Count (RBC)	Mean Corpuscular Volume (MCV)
Hematocrit	Mean Corpuscular Hemoglobin (MCH)
Platelets	Mean Corpuscular Hemoglobin Concentration (MCHC)
Lymphs	Polymorphonuclear Neutrophils (Polys)
Monocytes	Basos
Eos	

*The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone at **888-837-4819**. Thank you.*

ON-SITE FIREFIGHTER PHYSICALS

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 Marietta, GA 30066
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Item # 13



RERERENCES:

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitor's.

- **Atlanta Fire Rescue Department (GA)** - Jerry Solamon, Project Manager – 404-546-2601
jsolamon@atlantaga.gov
- **Marietta Fire Department (GA)** – Asst. Chief Chris Whitmire – 770-794-5470
cwhitmire@mariettaga.gov
- **City of Smyrna (GA)**– Chief Roy Acree - 770-434-6667
racree@ci.smyrna.ga.us
- **Cartersville Fire Department (GA)** – Chief Scott Carter - 770-387-5635
scarter@cityofcartersville.org
- **Cherokee Fire and Emergency Services (GA)** – Chief Eddie Robinson – 770-889-4451
erobinson@cherokeega.com
- **Paulding County Fire/Rescue (GA)** – Chief Joey Pelfrey – 404-867-2881
jpelfrey@paulding.gov
- **Hoover Fire Department (AL)** – Chief Rick Patterson – 205-229-9381
pattersr@ci.hoover.al.us
- **Wake Forest Fire Department (NC)** – Chief Ron Early – 919-556-1966
rearly@wakeforestfire.com
- **Cornelius Fire Department (NC)** – Chief Jim Barbee – 704-892-1544
jbarbee@corneliusfd.org
- **Western Wake Fire Rescue (NC)** – Assistant Chief Ed Brantley – 919-836-1900
ebrantleywwfr@yahoo.com
- **Davidson Fire Department (NC)** - Assistant Chief Frank Molinek – 704-577-0632
fmolinek@townofdavidson.org
- **City of Fayetteville (NC)** – Fire Chief Calvin Bishop – 910-433-1729
cbishop@ci.fay.nc.us

ON-SITE FIREFIGHTER PHYSICALS



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
Internet Bandwidth

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department would like to purchase some additional Internet bandwidth to meet the needs of our existing customers and new customers that we are selling services too. The Fiber Department would like to increase the amount of Internet bandwidth purchased from Georgia Public Web to 200 megs at \$2,300 per month to 1 gig at a monthly cost of \$3,500 per month. We have currently added two new customers and we are approaching our current bandwidth limits. The increased capacity will allow us to serve the new customers and to add additional customers. I recommend approval of the increase in Internet bandwidth from Georgia Public Web.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
Net Equalizer Bandwidth Shaper

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department has been selling Internet services to customers for many years and due to increases in customers and the amount of bandwidth these customers use, we need to purchase a new bandwidth shaper. The proposed purchase will allow city staff to manage Internet bandwidth speeds for all of our customers. The proposed purchase is from Net Equalizer in the amount of \$10,100 and I recommend approval of this purchase.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	Funds are available in the Fiber Department to cover this purchase.
Legal:	
Associated Information:	

APconnections, Inc
2770 Arapahoe Road
Suite 132 PMB 158
Lafayette, CO 80026

APconnections
Faster Networks.
Zero Maintenance. Best Prices.
www.netequalizer.com
Thank you for your business!
We appreciate referrals.

Quote# 2016100632
Quote Date: 2016-10-06

City of Cartersville
Atten: Steven Grier
1 N Erwin Street
P.O. Box 1390
Cartersville, GA 30120
770-607-6299

sgrier@cartersvillega.gov
www.cityofcartersville.org

Description of Services

Qty	Product	Price
1	NE4000-5GB includes 1 Year of NSS, 1 Year of NHW (NetEqualizer Software & Support and Hardware Warranty- see below) and 10GB Dual Port Fiber Card	\$10000
1	Domestic Shipping	\$100
Total Quote Amount		\$10100

Optional:
10GB Fail Over Card and Redundant Power Supply \$2600

Quotes are valid for 90 days

Includes:

- Free installation support
- NSS includes all phone and email support for NetEqualizer-related questions and issues. General network consulting not included
- 30 day money back guarantee with \$350 restocking fee each unit. Shipping not included - Customer is responsible for return shipping

Note: All warranty and return policies are void if equipment displays evidence of physical abuse or water damage.

NSS (NetEqualizer Software & Support) - Covers support and software upgrades for one year from date of purchase.
<http://netequalizernews.com/about-the-netequalizer/netequalizer-terms-conditions-nss-and-nhw/>

Upgrades are announced via our corporate newsletter.

Current List pricing: <http://www.netequalizer.com/neteqpricelist.php>

Note: Bandwidth upgrades on all 1u models do not require new hardware.

For any pre-sales questions or to place your order... Contact Sales:
1-800-918-2763, press "3" (toll-free for callers inside the US)
+1 303-997-1300, press "3" (International callers outside the US)
Fax: 815-301-9219
Email: sales@apconnections.net

For Support questions... Contact Support:
1-800-918-2763, press "2" (toll free for callers inside the US)
+1 303-997-1300, press "2" (International callers outside the US)
Fax: 815-301-9219
Email: support@apconnections.net

All prices and amounts are in US Dollars



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
Mobile License Plate Reader 3-Camera System

SubCategory:	Bid Award/Purchases
Department Name:	Police
Department Summary Recommendation:	This is a request to purchase two three camera mobile license plate readers (LPR) for patrol vehicles at a cost of \$35,933.00. Vigilant Solutions and Synergistic Solution (local distributor) is the sole source distributor for the specific camera systems which we want to purchase because it is linked to specific federal, state, and local data bases (FBI, DEA, ICE, HIS, NCIC, GCIC, and local data bases). If we purchase this system, we will be able to query this system nation-wide for information. I have negotiated with Synergistic Solution to reduce the cost of these systems by purchasing an additional system for the Bartow-Cartersville Drug Task Force using their federal asset forfeiture funds (\$17,966.00). These systems will operate twenty four hours a day/seven days a week within the city limits of Cartersville and will be a valuable tool in solving crime. I recommend the purchase of two mobile Vigilant Solutions LPR three camera systems for \$35,933.00. Theses systems are budgeted items and will be paid for out of federal asset forfeiture funds. The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.
City Manager's Remarks:	Your approval of 3 of these license plate readers is recommended with the expense of 1 to be reimbursed by the County.
Financial/Budget Certification:	
Legal:	
Associated Information:	

		Synergistic Software Inc. 608 E. Hwy. 78 Villa Rica, Georgia 30180 (P) 678-756-5066 (F) 678-606-5520			
Attention:	(3) 3-Camera LPR Systems	Date	3/14/2016		
Project Name:	Cartersville Police Department	Quote Number:	C-R-0373-01R		

PROJECT QUOTATION

We at Synergistic Software inc. are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(3)	Mobile LPR SYS-1 CDMC3P-N244-R3	Mobile LPR 3-Camera System (Expandable to 4 Cams) <u>Hardware:</u> - Qty=1 Combination IR / Color R3 LPR Camera - 25mm lens package - Qty=2 Combination IR / Color R3 LPR Cameras - 50mm lens package - Solid state digital signal processor unit - No moving parts - Permanent install wiring harness (direct to battery) - Single point power connection - Field installed GPS receiver for MDC (USB Connect) <u>Software:</u> - CarDetector Mobile LPR software application for MDC unit - LPR vehicle license plate scanning / real time alerting - Full suite of LPR tools including video tool set
(1)	VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN - Vigilant hosted/managed LEARN account - Central repository for all LPR data acquired by each LPR system - Includes Vigilant's suite of LPR data analytics via online web access - Automated CarDetector software update management - Plate searching, mapping, data mining utilities - Stakeout, Associate Analysis and Locate Analysis - Full administrative security with management auditing - Plug-N-Play an unlimited number of CarDetector LPR systems - Requires NO server hardware, NO server maintenance - Requires Vigilant Enterprise Service Agreement contract
(1)	VSBSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Managed/hosted server account services by Vigilant - Includes access to all LEARN and CarDetector software updates - Priced per camera per year for up to 14 total camera units registered - Requires new/existing Enterprise Service Agreement (ESA)
(1)	SSUPLN-COM	Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account - New client account setup via national LPR server - Required for all hosted/managed LEARN client accounts
(3)	SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Vigilant technician to visit customer site - Includes system start up, configuration and commissioning of LPR system - Applies to mobile (1 System) and fixed (1 Camera) LPR systems

(1)	VSPTRNG	Vigilant End User Training for LPR Systems • End user training for Vigilant products - o Covers all client purchased applications - o Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
(3)	VS-SHP-01	Vigilant Shipping & Handling Charges • Applies to each Mobile LPR System • Shipping Method is FOB Destination
(3)	PC	PlateCheck Software- Automated validation interface to GCIC to validate hits. • Spawns automated wanted person query of the registered vehicle owner • Spawns automated drivers license status query of the registered vehicle owner • Returns the on-file drivers license photograph of the registered vehicle owner • Can return border crossing associated with the vehicle tag.
(1)	PC	PlateCheck Software Site License
(3)	IN	Onsite installation of LPR system • Onsite installation of LPR system
(1)	Discount	Multiple system purchase discount (3)
Subtotal Price (Excluding sales tax)		\$53,900.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. All hardware components to have standard One (1) year hardware warranty.
3. All software to have standard one (1) year warranty for manufacturer defects.
4. This Quote does not include anything outside the above stated bill of materials.
5. This proposal is for (3) 3-camera mobile LPR system
6. LPR system has an annual subscription renewal fee of \$4,500.00 that starts in year 2.
7. PlateCheck Validation Software will have an annual renewal fee of \$1,200.00 for all (3) LPR Systems and will include
8. Unlimited users.
9. Installation & training to be completed onsite

Quoted by: Shawn Witmer 678-756-5066 switmer@getssl.com

Total Price (Excluding sales tax)	\$53,900.00	
Accepted By:	Date:	P.O#

17,966 - DTF
35,933 - PD



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
Water Pollution Control Plant FALK Coupling

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The Water Pollution Control Plant (WPCP) needs to purchase a new FALK Coupling to repair the Primary #2 lift screw drive. The coupling joins the reduction gear drive to drive hub of the pump. The replacement gear box in this position has a different diameter output shaft which makes the old coupling useless. The old coupling can be salvaged as a spare for use in other locations. Motor and Gear has the coupling in stock ready for shipment. Their price is \$6,410 including shipping. I recommend approval of this purchase. This will be paid from account 505.3330.52.2361 – WPCP Maintenance.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This will be paid from account 505.3330.52.2361 WPCP Maintenance.
Legal:	
Associated Information:	



Motor & Gear Engineering, Inc.

3545 McCall Place Suite B
phone (770) 454-9001 fax (770) 454-9092

Doraville, GA 30340
email: tcheat@bellsouth.net

July 29, 2016

Bart Sears
Plant Superintendent
City of Cartersville Water Department
Water Pollution Control Plant
Cartersville, GA 30120

RE: Replacement Coupling Quote
FALK Coupling 1140T10 5.250 X 6.250

Per your request we are pleased to offer the following quote for replacement FALK Coupling Assy

Motor and Gear Engineering to provide the following:

(1) FALK Coupling Assembly
1140T10 5.250 X 6.250

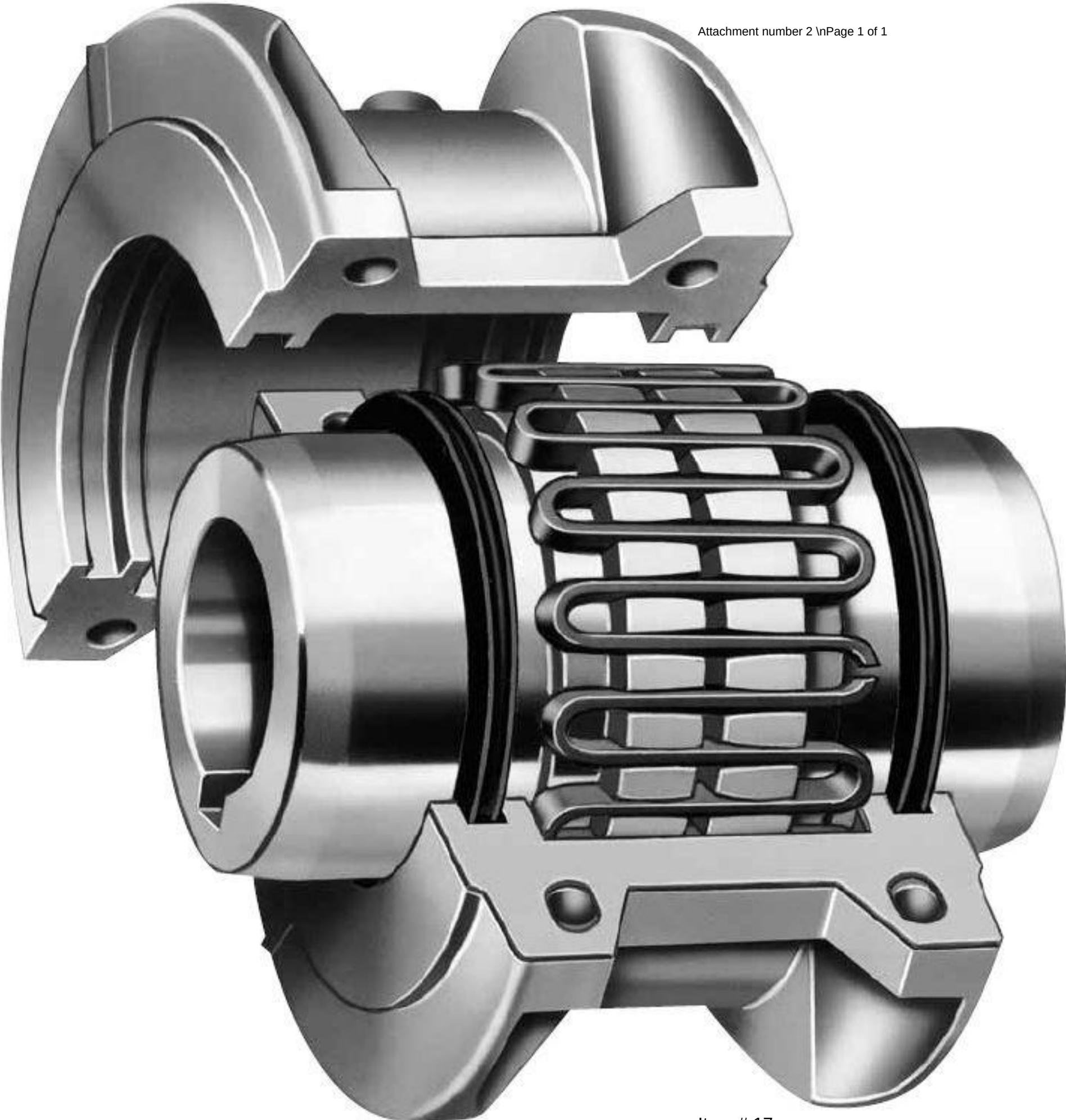
Price for equipment as described:	\$6260.00 plus freight
Freight – Motor Freight or Our Truck	\$150.00
Estimated delivery:	3 – 5 days A.R.O. via our truck

Thank you for the opportunity to quote this replacement coupling
Please don't hesitate to call with questions or comments

Kind regards,
Tony P. Cheatham
Sales Manager
Motor and Gear Engineering
770-722-3164

Gearing-Metric & English
Electric Motors & Drives, Rewinding

Gearbox Rebuilding
Registered Engineers



Item # 17



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
Clarifiers 5 & 6 Sludge Collection Part

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	Clarifiers are the round tanks at the WPCP that separate solids from treated water and return bacteria to the treatment system through the use of gravity. As sludge collects on the bottom of the clarifier, it is returned to the head of the plant via a gravity driven sludge collection system. A properly functioning clarifier is critical to both biological performance and permit compliance. Clarifiers 5 and 6 at the WPCP have been returning sludge erratically for several months. Clarifier 5 was taken down for cleaning and inspection a few week ago. The sludge collection tube was clogged in several places causing an imbalance in the collection arm and a lack of sludge removal. Clarifier 6 was drained last week because it completely stopped returning sludge. The same issue was found in Clarifier 6. An Oviveo factory tech was scheduled to inspect Clarifier 6 and diagnose the problem. He found two sludge drum collection seals that had failed in addition to multiple rake arm blades worn out of spec. In discussing the issues with Clarifier 5 with him, we decided that much if not all of the problems with Clarifier 5 were due to the same type failure. He stated that the factory maintenance advice is to inspect the seals annually and to replace the seals every 10 years to insure proper performance. These clarifiers were installed in 1992 and the seals have never been replaced. This is a sole source item available from Oviveo. A quote for the necessary replacement parts will be provided at tonight's meeting. I recommend approval of their quote. This will be paid from account 505.3330.52.2361 – WPCP Maintenance
City Manager's Remarks:	Your approval of this work is recommended.
Financial/Budget Certification:	This will be paid from account 505.3330.52.2361 WPCP Maintenance

Cover Memo

Item # 18

Legal:
Associated Information:



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
FY 2016 Audit Engagement Letter

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	The auditor's engagement letter is attached for your review. In years past, the city attorney has asked that the mayor be authorized to sign it along with the city manager and finance director. The engagement letter spells out the understanding of the services to be provided by the city's audit firm, Carr, Riggs, and Ingram, LLC. It also lists the responsibilities of the city's management with respect to the documents that the city will provide to the audit firm along with the documents that the audit firm will complete. It further spells out the procedures that will be used to audit the city's accounting information, the city's internal controls, and any dispute resolutions. It also references the use of third party service providers by Carr, Riggs, and Ingram, LLC to help in the audit process while keeping the city's information secure and confidential. Finally, it mentions the agreed upon price of \$41,500 to be paid by the city for the FY 2016 audit to be completed. This is done on an annual basis and is standard to the auditing practice. I recommend the authorization for the mayor, city manager, and finance director to sign the engagement letter for Carr, Riggs, and Ingram, LLC as submitted.
City Manager's Remarks:	Your approval of this letter and authorization of the Mayor's signature on it is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Carr, Riggs & Ingram, LLC
202 Love Avenue
Tifton, GA 31794
P.O. Box 7650
Tifton, GA 31793

(229) 382-8576
(229) 238-0643 (fax)
www.cricpa.com

August 4, 2016

To the Management of
The City of Cartersville, Georgia
One North Erwin Street
Cartersville, Georgia 30120

We are pleased to confirm our understanding of the services we are to provide the City of Cartersville, Georgia for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Cartersville, Georgia as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Cartersville, Georgia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Cartersville, Georgia's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Process

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Cartersville, Georgia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and individual fund financial statements and schedules
- 2) Schedule of Special Purpose Local Options Sales Tax expenditures

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Cartersville, Georgia and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Cartersville, Georgia's financial statements. Our report will be addressed to the Management of the City of Cartersville, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our

opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Cartersville, Georgia is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Cartersville, Georgia's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Cartersville, Georgia in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with

GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs and Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Georgia Department of Audits and Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs and Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Georgia Department of Audits and Accounts. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 22, 2016 and to issue our reports no later than November 15, 2016. Tom E. Carmichael, Jr., CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$41,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Cartersville, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, LLC

Carr, Riggs and Ingram, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Cartersville, Georgia.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



City of Cartersville

City Council Meeting
10/20/2016 7:00:00 PM
August 2016

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for the month of August 2016.
City Manager's Remarks:	Tom R. will present this info. at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of August 31, 2016

02 # water		FY 2015-16 MONTH OF August-15	FY 2016-17 MONTH OF August-16	FY 2015-16 Year to Date August-15	FY 2016-17 Year to Date August-16	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,780,551	\$1,722,191	\$3,258,172	\$3,125,395	13.47%
EXPENDITURE		\$1,552,529	\$1,623,443	\$3,287,588	\$3,358,589	14.47%
Gen. Fund Net Profit (Loss)		\$228,022	\$98,748	(\$29,416)	(\$233,194)	
WATER & SEWER						
REVENUE		\$1,449,403	\$1,660,436	\$2,950,383	\$3,203,690	15.38%
EXPENDITURE		\$936,706	\$1,349,987	\$2,191,798	\$2,161,735	10.37%
Wtr. & Swr. Fund Net Profit (Loss)		\$512,697	\$310,449	\$758,585	\$1,041,955	
GAS						
REVENUE		\$1,221,918	\$1,422,919	\$2,563,043	\$2,664,313	8.78%
EXPENDITURES		\$1,439,006	\$1,431,032	\$2,771,588	\$2,834,750	9.34%
Gas Fund Net Profit (Loss)		(\$217,088)	(\$8,113)	(\$208,545)	(\$170,437)	
ELECTRIC						
REVENUE		\$4,708,660	\$5,013,768	\$9,505,134	\$9,864,228	19.85%
EXPENDITURES		\$4,140,985	\$4,194,496	\$8,252,759	\$8,181,052	16.46%
Electric Fund Net Profit (Loss)		\$567,675	\$819,272	\$1,252,375	\$1,683,176	
STORMWATER						
REVENUE		\$112,946	\$120,193	\$225,867	\$239,832	16.58%
EXPENDITURE		\$84,844	\$87,029	\$165,943	\$162,344	11.23%
Stormwater Fund Net Profit (Loss)		\$28,102	\$33,164	\$59,924	\$77,488	
SOLID WASTE						
REVENUE		\$184,346	\$190,554	\$369,268	\$380,056	15.96%
EXPENDITURE		\$126,924	\$160,388	\$258,612	\$259,776	10.91%
Solid Waste Fund Net Profit (Loss)		\$57,422	\$30,166	\$110,656	\$120,280	
FIBER OPTICS						
REVENUE		\$152,906	\$177,047	\$304,729	\$346,645	18.29%
EXPENDITURE		\$188,784	\$139,334	\$262,474	\$202,542	10.69%
Fiber Fund Net Profit (Loss)		(\$35,878)	\$37,713	\$42,255	\$144,103	

	Description	8/31/2016	FY 2017 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$3,125,396	\$23,203,830	13.47%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$30,194	\$2,578,225	1.17%
	Local Option Sales Tax (LOST)	\$611,986	\$3,694,800	16.56%
	Other Taxes	\$967,503	\$7,993,365	12.10%
	Building Permit & Inspection Fees	\$59,487	\$220,000	27.04%
	Fines and Forfeitures	\$88,056	\$675,000	13.05%
	Operating Transfers In-City Utilities	\$566,852	\$3,571,700	15.87%
	Other Revenues	\$801,318	\$4,470,740	17.92%
	Total Expenditures	\$3,358,590	\$23,203,830	14.47%
	Personnel Expenses	\$2,523,515	\$16,338,895	15.44%
	Operating Expenses	\$691,336	\$6,042,510	11.44%
	Capital Expenses	\$29,814	\$366,725	8.13%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$113,925	\$455,700	25.00%
Water & Sewer Fund	Total Revenues	\$3,203,690	\$20,836,040	15.38%
	Water Sales	\$2,007,677	\$9,903,000	20.27%
	Sewer Sales	\$1,108,882	\$5,770,000	19.22%
	Bond Proceeds	\$0	\$3,608,040	0.00%
	Prior Year Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Capacity Fees	\$0	\$690,000	0.00%
	Other Revenues	\$87,131	\$865,000	10.07%
	Total Expenditures	\$2,161,735	\$20,836,040	10.37%
	Personnel Expenses	\$514,700	\$3,542,720	14.53%
	Operating Expenses	\$363,929	\$3,411,295	10.67%
	Capital Expenses	\$47,002	\$8,002,000	0.59%
	Transfer To General Fund	\$371,276	\$2,077,820	17.87%
	Debt Payments	\$864,828	\$3,802,205	22.75%
Gas Fund	Total Revenues	\$2,664,313	\$30,336,305	8.78%
	Gas Sales	\$2,276,784	\$18,739,235	12.15%
	Gas Commodity Charge	\$239,637	\$1,300,000	18.43%
	Bond Proceeds	\$0	\$5,449,230	0.00%
	Proceeds from Capital Leases	\$0	\$153,050	0.00%
	Other Revenues	\$147,892	\$1,765,000	8.38%
	Use of Reserves	\$0	\$2,929,790	0.00%
	Total Expenses	\$2,834,750	\$30,336,305	9.34%
	Personnel Expenses	\$278,600	\$2,038,330	13.67%
	Operating Expenses	\$147,585	\$1,821,270	8.10%
	Purchase of Natural Gas	\$1,949,396	\$13,232,770	14.73%
	Transfer to General Fund	\$491,130	\$3,070,825	15.99%
	Capital Expenses	(\$31,961)	\$10,173,110	-0.31%

	Description	8/31/2016	FY 2017 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$9,864,228	\$49,703,855	19.85%
	Electric Sales	\$9,654,309	\$48,255,720	20.01%
	Other Revenues	\$209,919	\$1,448,135	14.50%
	Total Expenses	\$8,181,052	\$49,703,855	16.46%
	Personnel Expenses	\$347,493	\$2,411,910	14.41%
	Operating Expenses	\$166,261	\$1,397,270	11.90%
	Purchase of Electricity	\$7,110,373	\$41,900,900	16.97%
	Capital Expenses	\$75,460	\$1,313,135	5.75%
	Transfer to General Fund	\$481,465	\$2,680,640	17.96%
Stormwater Fund	Total Revenues	\$239,832	\$1,446,250	16.58%
	Stormwater Revenues	\$238,037	\$1,340,000	17.76%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$1,795	\$11,250	15.96%
	Proceeds from Capital Leases	\$0	\$95,000	0.00%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$162,344	\$1,446,250	11.23%
	Personnel Expenses	\$105,824	\$616,720	17.16%
	Operating Expenses	\$56,520	\$579,465	9.75%
	Capital Expenses	\$0	\$250,065	0.00%
Solid Waste Fund	Total Revenues	\$380,056	\$2,380,750	15.96%
	Refuse Collections Revenues	\$371,110	\$2,181,550	17.01%
	Other Revenues	\$8,946	\$44,200	20.24%
	Proceeds From Capital Leases	\$0	\$155,000	0.00%
	Total Expenses	\$259,776	\$2,380,750	10.91%
	Personnel Expenses	\$146,990	\$1,086,565	13.53%
	Operating Expenses	\$112,786	\$1,139,185	9.90%
	Capital Expenses	\$0	\$155,000	0.00%
Fiber Optics Fund	Total Revenues	\$346,645	\$1,895,220	18.29%
	Fiber Optics Revenues	\$305,011	\$1,785,475	17.08%
	GIS Revenues	\$17,800	\$104,000	17.12%
	Other Revenues	\$23,834	\$5,745	414.87%
	Total Expenses	\$202,542	\$1,895,220	10.69%
	Personnel Expenses	\$114,646	\$751,885	15.25%
	Operating Expenses	\$83,465	\$924,900	9.02%
	MEAG Telecom Statewide Pymt	\$1,572	\$9,435	0.00%
	Debt Payment to Electric Dept	\$0	\$0	0.00%
	Capital Expenses	\$2,859	\$209,000	1.37%

Item # 20

02 # wnet

Cash Position		6/30/16	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16
Total Unrestricted Cash Balance		\$22,580,760.97	\$23,043,518.48	\$24,453,191.68				
Total Restricted Cash Balance		\$63,414,957.28	\$63,140,439.64	\$63,894,961.42				
Cash Position			1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17
Total Unrestricted Cash Balance								
Total Restricted Cash Balance								

Highlights for the Month of August 2016:

Unrestricted cash increased due mainly to increase in cash balances in the water fund and the electric fund.

Restricted cash increased due mainly to increased cash in the SPLOST 2014 account (started receiving funds), increased cash in debt service accounts, and the increase in market value of the pension fund.