



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 – 9/15/2016
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. September 1, 2016 (Pages 1-18)

[Attachments](#)

B. Proclamations

1. National Surgical Technologist Week (Pages 18-19)

[Attachments](#)

2. Cartersville Woman's Club 50th Anniversary (Pages 20-21)

[Attachments](#)

C. First Reading of Ordinances

1. Chapter 6 Article 10 & 11 Unfit Building and Structures and Blighted Property (Pages 22-39)

[Attachments](#)

2. Chapter 10 Article 13 Tourist Accommodations and Extended Stay Rentals (Pages 40-44)

[Attachments](#)

D. Resolutions

1. Resolution for Creation of Festival Zones (Pages 45-59)

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E. Certification

1. Community Rating System Annual Recertification (Pages 60-63)

[Attachments](#)

F. Contracts/Agreements

1. Georgia Power Encroachment Agreement (Pages 64-67)

[Attachments](#)

2. Village Hill Property Swap Agreement (Pages 68-69)

[Attachments](#)

3. Etowah Area Consolidated Housing Authority for JH Morgan Gym Roof Repairs (Pages 70-76)

[Attachments](#)

G. Other

1. Crushed Stone from Vulcan Materials for Pine Mtn. Parking Lot Expansion (Page 77)

[Attachments](#)

H. Bid Award/Purchases

1. Dellinger Park Tennis Wind Screens (Pages 78-87)

[Attachments](#)

2. Purchase of 2 new vehicles to replace Battalion Chief's & Training Division Vehicle (Pages 88-89)

[Attachments](#)

3. Electric Department Transformer (Pages 90-95)

[Attachments](#)

4. Transformer Purchase for voestalpine Expansion (Pages 96-103)

[Attachments](#)

I. Monthly Financial Statement

1. July 2016 Financial Report (Pages 104-108)

[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
9/15/2016 7:00:00 PM
September 1, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval
City Manager's Remarks:	Council approval of the minutes from the September 1st City Council Meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 September 1, 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 Hodge

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Sam Grove, City Manager; Connie Keeling, City Clerk and Keith Lovell, Assistant City Attorney. Taff Wren, Council Member Ward Six; and David Archer, City Attorney were absent.

II. Regular Agenda

A. Council Meeting Minutes

- 1. August 16, 2016**
- 2. August 18, 2016 – Morning Meeting**
- 3. August 18, 2016 – Evening Meeting**
- 4. August 23, 2016**

A motion to approve all the referenced City Council Meeting Minutes with noted corrections was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

B. Second Reading of Ordinances

1. Amendment to Existing Area Lighting Ordinance

Don Hassebrock, Electric Department Director came forward and stated City Electric is now offering LED lighting as an option for area lighting to customers. Because this is a new type of lighting we are requesting this type of lighting be added to the existing ordinance. This will enable this lighting to be added to Cogsdale for proper billing and for inventory management. There are no proposed changes to the dollar amounts for the items already covered previously in this ordinance. The monthly cost over time for the LED lights is no more expensive than the equivalent, traditional fixtures we offer. The goal of this change is to accurately track lights on our system, and to make sure our ordinance accurately reflects the lighting options provided by the City. For these reasons stated he is asking City Council to approve the modification of the existing Area Lighting Ordinance 59-12. Mr. Hassebrock stated that there have been no additions or corrections since the first reading and recommended approval.

A motion to approve Ordinance No. 17-16 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 17-16

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. SECTION 24-301. GENERALLY** is hereby amended by adding a new subsection (d)(4) in its entirety and renumbering the current subsection (d)(4) to subsection (d)(5) with the following:

1.

Sec. 24-301. - Generally.

(a) *Effective date:* Bills rendered on or after November 20, 2012.

(b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

(c) *Applicability:* Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), or mercury vapor (MV) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to outdoor lighting installed, owned and maintained by CES for residential, commercial or industrial use.

(d) *Monthly rates:*

(1) *High pressure sodium.*

Size	Type	Rate
100W	Open Bottom	\$10.00
100W	Cobrahead	11.00
150W	Cobrahead	13.00
150W	Post Top	13.00
250W	Cobrahead	16.00
250W	Directional Flood	18.50
250W	Parking Lot	24.50

400W	Cobrahead	18.00
400W	Directional Flood	23.50
400W	Parking Lot	30.50
1,000W	Directional Flood	38.50
1,000W	Parking Lot	38.50

(2) *Mercury vapor.**

Size	Type	Rate
175W	Open Bottom	\$10.00
175W	Cobrahead	11.50
400W	Cobrahead	18.50

*** These rates are for existing mercury vapor lights only. No new mercury vapor lights will be installed.**

(3) *Metal halide.*

Size	Type	Rate
250W	Directional Flood	\$28.50
250W	Parking Lot	28.50
400W	Directional Flood	34.00
400W	Parking Lot	34.00
1,000W	Directional Flood	40.00
1,000W	Parking Lot	40.00

(4) *LED.*

Size	Type	Rate
1	LED Open-Bottom	\$10.00
1	LED Post-top or Acorn	\$13.00
1	LED Cobrahead	\$13.00
2	LED Cobrahead	\$16.00
3	LED Cobrahead	\$18.00
1	LED Parking Lot	\$28.50
2	LED Parking Lot	\$34.00

3	LED Parking Lot	\$40.00
1	LED Directional Flood	\$28.50
2	LED Directional Flood	\$34.00
3	LED Directional Flood	\$40.00

(5) Poles.

Size	Type	Rate
14'	Acorn Decorative	\$2.00
20'	Acorn Decorative	2.00
20'	Salem Aluminum	1.50
30'	Wood	1.50
35'	Wood	2.00
40'	Wood	2.50
30'	Shoebox Decorative	1.50
35'	Shoebox Decorative	2.00
40'	Shoebox Decorative	2.50
40'	Cobrahead Decorative	2.50

(e) Pole installation charge: A nonrefundable contribution to construction will be required if it is necessary for CES to set a pole or poles in providing leased lighting.

Size	Type	Rate
14'	Acorn Decorative	\$1,000.00
20'	Acorn Decorative	1,000.00
20'	Salem Aluminum	200.00
30'	Wood	150.00
35'	Wood	150.00
40'	Wood	150.00
30'	Shoebox Decorative	600.00
35'	Shoebox Decorative	750.00
40'	Shoebox Decorative	900.00
40'	Cobrahead Decorative	1,000.00

If the customer requires CES to install light fixtures on other CES poles, the customer may be required to pay a contribution to construction to meet a 3 to 1 annual revenue ratio.

(f) *Outdoor lighting service installed beyond the billing meter:*

Size	Discount Per Fixture
100W	\$1.81
150W	2.66
175W	2.84
250W	4.65
400W	6.71
1,000W	16.35

(g) *Term of contract:* The term is a minimum of three (3) years. CES may, at its option, require an advance payment of up to one-half of the estimated maximum annual revenue expected to occur during the term of the contract.

(h) *Mandatory riders:* This tariff is not subject to the future construction charge rider, environmental compliance charge rider, or power cost adjustment rider.

(i) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

(Ord. No. 59-12, § 1, 11-1-12)

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 18th day of August 2016.

ADOPTED this the 1st day of September 2016. Second Reading.

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

ATTEST:

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

2. Amendment to Existing City Governmental Lighting Ordinance

Don Hassebrock, Electric Department Director came forward and stated the goal of this change to the ordinance is to accurately track the lights on our system, and to make sure our ordinance accurately reflects the lighting options the City provides. Mr. Hassebrock stated that there have been no additions or corrections since the first reading and recommended approval.

A motion to approve Ordinance No. 18-16 was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 18-16

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. SECTION 24-306. GENERALLY** is hereby amended by adding a new subsection (d)(4) in its entirety and renumbering the current subsection (d)(4) to subsection (d)(5) and renumbering the current subsection (d)(5) to subsection (d)(6) with the following:

1.

Sec. 24-306. - Generally.

(a) ***Effective date:*** Bills rendered on or after November 20, 2012.

(b) ***Availability:*** Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

(c) ***Applicability:*** Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), or mercury vapor (MV) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to public street lighting and traffic signals.

(d) ***Monthly rates:***

(1) ***High pressure sodium:***

Size	Type	Rate
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100W	Open Bottom	\$9.00
100W	Cobrahead	\$9.00
150W	Cobrahead	\$11.00
150W	Post Top	\$11.00
250W	Cobrahead	\$13.50
250W	Directional Flood	\$15.50
250W	Parking Lot	\$17.50
400W	Cobrahead	\$17.00
400W	Directional Flood	\$19.00
400W	Parking Lot	\$21.00
1,000W	Directional Flood	\$27.00
1,000W	Parking Lot	\$27.00

(2) *Mercury vapor*:**

Size	Type	Rate
175W	Open Bottom	\$9.50
175W	Cobrahead	\$10.00
400W	Cobrahead	\$16.00

*** These rates are for existing mercury vapor lights only. No new mercury vapor lights will be installed.**

(3) *Metal halide*:**

Size	Type	Rate
250W	Directional flood	\$25.00
250W	Parking Lot	\$25.00
400W	Directional Flood	\$30.00
400W	Parking Lot	\$30.00
1,000W	Directional flood	\$37.00
1,000W	Parking lot	\$37.00
1,500W	Sports lighting	\$43.00

**** Not approved for roadway use.**

(4) LED:

Size	Type	Rate
1	LED Open-Bottom	\$7.00
1	LED Post-top or Acorn	\$11.00
1	LED Cobrahead	\$9.00
2	LED Cobrahead	\$11.50
3	LED Cobrahead	\$15.00
1	LED Parking Lot	\$23.00
2	LED Parking Lot	\$28.00
3	LED Parking Lot	\$35.00
1	LED Directional Flood	\$23.00
2	LED Directional Flood	\$28.00
3	LED Directional Flood	\$35.00
4	Sports lighting	\$41.00

5) Poles:

Size	Type	Rate
14'	Acorn decorative	\$2.00
20'	Acorn decorative	\$2.00
20'	Salem aluminum	\$1.50
30'	Wood	\$1.50
35'	Wood	\$2.00
40'	Wood	\$2.50
30'	Shoebox decorative	\$1.50
35'	Shoebox decorative	\$2.00
40'	Shoebox decorative	\$2.50
40'	Cobrahead decorative	\$2.50

(6) *Traffic signals:*

	Traffic signal	Traffic flasher	School flasher
Basic service charge per head (CES provides relamping)	\$1.75	\$2.75	\$4.75
Basic service charge per head (Customer provides relamping)	\$1.00	\$1.75	\$2.50

(e) *Pole installation charge:* A nonrefundable contribution to construction will be required of developers/subdividers for CES to set a pole or poles in providing city street lighting.

Size	Type	Rate
14'	Acorn decorative	\$1,400.00
20'	Acorn decorative	\$1,400.00
20'	Salem aluminum	\$400.00
30'	Wood	\$300.00
35'	Wood	\$300.00
40'	Wood	\$300.00
30'	Shoebox decorative	\$600.00
35'	Shoebox decorative	\$750.00
40'	Shoebox decorative	\$900.00
40'	Cobrahead decorative	\$1,000.00

(f) *Term of contract:* The term is a minimum of five (5) years.

(g) *Mandatory riders:* This tariff is not subject to the future construction charge rider, environmental compliance charge rider, or power cost adjustment rider.

(h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

(Ord. No. 61-12, § 1, 11-1-12)

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 18th day of August 2016.

ADOPTED this the 1st day of September 2016. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

C. Resolutions

1. Resolution to Request Creation of a Festival Zone

Dan Porta, Assistant City Manager stated that this festival zone will be in conjunction with the annual Chamber BBQ that is being held in the Founders Oak parking lot on October 6, 2016. Mr. Porta recommended approval.

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

Resolution No. 16-16

WHEREAS, the Cartersville City Council approved a Festival Ordinance in June 2014.

WHEREAS, the Chamber of Commerce wishes to establish a Festival Zone for the Annual Chamber of Commerce BBQ, held downtown on Thursday, October 6, 2016; and

WHEREAS, the DDA Board recommends that the South Public Square parking lot be designated a controlled Festival Zone, allowing those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, the Chamber's festival manager, in conjunction with two law enforcement officers, will ensure the safety of all guests, and keep those with alcoholic beverages within the allotted Festival Zone, which is also boarded with fencing, and ample signage; and

WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding alcoholic beverages will only be sold by an approved alcohol-license holding businesses;

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Annual Chamber of Commerce BBQ event, planned and implemented by the DDA, and approval by the Director of Planning and Development, be designated a Community Festival.

ADOPTED this the 1st day of September 2016.

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

ATTEST:

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

2. Resolution of Support for NEA Grant Application

Dan Porta, Assistant City Manager stated that this resolution is to show the City's support of the Downtown Development Authority submitting a grant application to the National Endowment for the Arts. An application was submitted during the 2015 funding cycle which was, unfortunately, not funded. The projects discussed the application will work to further art and placemaking goals as stated in the DDA Master Plan and Mr. Porta recommended approval.

A motion to approve Resolution No. 17-16 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

Resolution No. 17-16

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE NATIONAL ENDOWMENT FOR THE ARTS OUR TOWN GRANT PROGRAM REQUESTING FUNDING IN THE AMOUNT UP TO \$200,000.00 FOR IMPROVEMENTS IN THE DOWNTOWN AREA.

WHEREAS; The City of Cartersville, is seeking to obtain grant funds to implement improvements in the Downtown area for the purposes of enhancing community engagement, tourism promotion, economic development and increased area vibrancy;

Now, Therefore Be It Resolved By The City Council of The City of Cartersville, Herein Referred To As “The Applicant”,

- 1. That Matthew J. Santini in his official capacity as Mayor is authorized to execute and file an application on behalf of the Applicant, a city government, with the National Endowment for the Arts;**
- 2. That the Mayor is authorized to execute and file such applications and assurances or any other documents required by the National Endowment for the Arts;**
- 3. That the Mayor is authorized to execute a grant contract agreement on behalf of the Applicant with the National Endowment for the Arts; and**
- 4. That the City of Cartersville while making application to or receiving grant funds from the National Endowment for the Arts will comply with state and federal statutes, regulations, executive orders and administrative mandates as required by said agencies.**

APPROVED and ADOPTED this 1st day of September, 2016.

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

ATTEST:

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

D. Other

1. Repaving at Paga Mine Road Training Center

Scott Carter, Fire Chief stated that in 2008 the joint training facility for the City/County Fire was constructed. In a cost saving measure at the time of construction a binder paving was done for the classroom area with the intent of applying the finish coat at a later date. The work will be completed by Bartow County for a maximum cost of \$66,000. Chief Carter recommended approval of the city's portion of this cost not to exceed \$33,000.

A motion to approve the repaving at the Paga Mine Road Training Center at a cost not to

exceed \$33,000 was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

2. Hunting on Wade Road Property

Bob Jones, Water and Sewer Superintendent stated that in 1992 the city acquired approximately 500 acres off Wade Road as part of the Biosolids Management Plan required by the expansion of the wastewater plant to 12 million gallons per day capacity. The land is used as a disposal site for biosolids produced by the WPCP when private land is unavailable due to weather or use restrictions.

Since the purchase of the property, city employees have hunted in the appropriate seasons. A liability release agreement is now signed by any individual wanting to hunt the property and maintained by the SPCP Superintendent. In the past, hunting was restricted to bow hunting only for safety reasons.

A recent request for permission to hunt the property by a non-city employee raised the question of liability. During review, it was determined that the Water Department Director does not have the authority to grant permission to hunt City property. Mr. Jones stated that he is referring this to Council for a determination on whether to continue to allow hunting on the City Farm or eliminate the practice entirely.

A motion to approve to approve bow hunting by city employees with one (1) guest on city property with a signed waiver approved by the Mayor and Council was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

E. Contracts/Agreements

1. WPCP TMDL Engineering Services Agreement

Bob Jones, Water and Sewer Superintendent stated that staff had met with four engineering firms for the purpose of selecting a firm for design of the Water Pollution Control Plant upgrades that will be required by our new National Pollution Discharge Elimination System permit. All the firms are highly regarded by peers in the water industry and each came highly recommended. Mr. Jones stated that after the meetings he was recommending approval of the agreement with Hazen & Sawyer.

A motion to approve the Engineering Services Agreement with Hazen & Sawyer was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

2. North Erwin Street Water Main Replacement – CSX Agreement

Bob Jones, Water and Sewer Superintendent stated that construction of the North Erwin Street Water Main will require boring under CSX facilities. Installation of the bore requires execution of a Facility Encroachment Agreement and requires a one-time payment not to exceed

\$1,625.00 and Mr. Jones recommended approval.

A motion to approve CSX Agreement was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

F. Engineering Services

1. WPCP TMDL Engineering Studies

Bob Jones, Water and Sewer Superintendent stated that the first two tasks for design of the Water Pollution Control Plant (WPCP) nutrient modifications are a complete facility evaluation (Task 1) and a facility master plan (Task 2). Each task builds on the previous task and is needed to develop the best plant design.

Task 1 will involve a detailed characterization of current plant process equipment and capacities. It will involve detailed chemical analyses of current and historical influent and effluent parameters. A process model will be constructed and calibrated with data collected from the detailed studies and a facility evaluation report generated. Task 1 essentially defines the starting point from which design alternatives can be evaluated.

Task 2 will identify several critical planning milestones through development of a Facility Master Plan. The plan will develop a maximum treatment capacity of the current plant site, address various alternative treatment processes, will evaluate placement of equipment and tankage up to maximum capacity as well as evaluating solids handling requirements. The plan will identify the most economical increments for expansion up to maximum capacity and develop triggers for when those expansions projects should begin.

The proposed “not to exceed” fee for each task is as follows:

· Task 1 – Facility Evaluation	\$107,540
· Task 2 – Facility Master Plan	<u>\$117,620</u>
Total:	\$225,160

Mr. Jones recommended approval.

A motion to approve the Engineering Studies was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

G. Bid Award/Purchases

1. 2016-2017 Water Department Annual Chemical Purchase Order Approval

Bob Jones, Water and Sewer Superintendent stated that this is the annual approval for chemicals used throughout the year and will expedite staffs ability to order chemicals on an as

needed basis. Pricing is as follows.

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

Mr. Jones recommended approval.

A motion to approve the annual chemical purchase order was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

2. WPCP Secondary #3 Gearbox Replacement

Bob Jones, Water and Sewer Superintendent stated that the gearbox for the secondary #3 lift screw failed four weeks ago. The gearbox was shipped to a repair/rebuild facility where it was deemed a total loss. Requests for a replacement were solicited and Mr. Jones recommended approval of the low bid from Motor & Gear in the amount of \$10,750.00.

A motion to approve the Secondary #3 Gearbox Replacement was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

3. Orthography, Contours & Oblique Data for GIS

Dan Porta, Assistant City Manager stated as part of the 2014 SPLOST, funding was included for a flyover of all property within Bartow County to update the Geographic Information System (GIS) that is used by all city departments as it relates to city infrastructure, wards, etc. The city share of the \$350,680 cost was 19.3% which is based on the sales tax

allocation and Mr. Porta recommended approval.

A motion to approve update to the Geographic Information System (GIS) was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

4. 2016 LMIG/SPLOST Resurfacing

Tommy Sanders, Public Works Director stated that the bid award is for the project PW-2016-LMIG and the low bidder is Northwest Georgia Paving, Inc. for \$605,248.70. The project includes 10 city streets for a total of 5.29 miles. Funding for this project is \$233,233.34 from GDOT Local Maintenance Improvement Grant, approximately \$45,000 from Elcher Management Group for their portion of Summit Ridge Drive and the remainder \$327,015.36 from the 2003 SPLOST. Mr. Sanders recommended approval of the resurfacing and approval for the Mayor to sign any and all related documents.

A motion to approve the 2016 LMIG/SPLOST Resurfacing as presented and approval for the Mayor to sign any and all related documents was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

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
9/15/2016 7:00:00 PM
National Surgical Technologist Week

SubCategory:	Proclamations
Department Name:	
Department Summary Recommendation:	To acknowledge the important role of surgical technologists in the care and recovery of their patients.
City Manager's Remarks:	No action is required on the part of City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, for over 60 years, surgical technology has grown to meet the ever-increasing demand for well-educated, highly-skilled and versatile surgical technologists; and

WHEREAS, surgical technologists are entrusted with the lives and well-being of patients and provide a critical service during surgical procedures; and

WHEREAS, over 90,000 surgical technologists nationwide are an integral part of the surgical team committed to providing the highest quality of surgical care to patients; and

WHEREAS, surgical technologists are responsible for the application of sterile and aseptic technique in the operating room, ensuring that equipment functions properly and facilitating safe and effective conduct during invasive surgical procedures; and

WHEREAS, surgical technologists strive to prevent life-threatening surgical site infections and maximize patient safety; and

WHEREAS, Certified Surgical Technologists graduate from an accredited program and receive certification conferred by the National Board of Surgical Technology and Surgical Assisting based upon passage of the national examination; and

WHEREAS, the surgical technologist's motto "Aeger Primo, the patient first" reflects total commitment to patient safety and advocacy; and

WHEREAS, the people of Georgia are honored to join with our nation in recognizing National Surgical Technologist Week.

NOW, THEREFORE, I, Matthew J. Santini, Mayor of the City of Cartersville, do hereby proclaim September 18-24, 2016 as **SURGICAL TECHNOLOGIST WEEK** in the City of Cartersville and urge all my fellow citizens to join me in acknowledging the important role of surgical technologists in the care and recovery of their patients. We honor these men and women.

*In Witness whereof I have hereunto set my
hand and caused this seal to be affixed*

Mayor

Attest: _____
City Clerk



City of Cartersville

City Council Meeting
9/15/2016 7:00:00 PM
Cartersville Woman's Club 50th Anniversary

SubCategory:	Proclamations
Department Name:	
Department Summary Recommendation:	To acknowledge the 50th Anniversary of the Cartersville Woman's Club in our community.
City Manager's Remarks:	This item requires no formal action on the part of City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY of CARTERSVILLE

Proclamation



WHEREAS, the Cartersville Woman's Club, a member of the General Federation of Women's Clubs (GFWC), is dedicated to community improvement by enhancing the lives of others through volunteer service; and

WHEREAS, the Cartersville Woman's Club, affiliated with the state organization, GFWC Georgia founded in 1895, is in the North West district, one of six districts in the state; and

WHEREAS, GFWC Georgia has approximately 105 clubs with a membership of approximately 2,700 members, all being united by a desire to create positive change; and

WHEREAS, the 25 member strong Cartersville Woman's Club was chartered in June 1966 and is now celebrating 50 years as a non-profit volunteer service organization; and

WHEREAS; these women are dedicated to providing their service to the people in both Cartersville and Bartow County; and

WHEREAS, the list of all programs and community involvement of our local club is too extensive to list here but it does include sponsoring Student Art competition, helping with Lake Allatoona Clean-up, sponsoring a scholarship program for adult women, assisting with scoliosis screening, donating to the Samaritan Purse and Heifer International Project, donating to the Wounded Veteran Initiative, supporting Canine Companions and lastly, addressing Domestic violence, the Cartersville Woman's Club hosts a fundraising tea with all of the proceeds going to Tranquility House.

NOW THEREFORE, in celebration of the Cartersville Woman's Club 50 Year Anniversary, I, Matthew J. Santini, Mayor of the City of Cartersville, use this means to honor the members past and present for their dedication and personal involvement in the leadership and improvement of our community and proclaim September 15, 2016 as Cartersville Woman's Club Day.

*In Witness whereof I have hereunto set my
hand and caused this seal to be affixed*

Mayor

Attest: _____ City Clerk



City of Cartersville

City Council Meeting

9/15/2016 7:00:00 PM

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

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	The revisions update the unfit building ordinance that is already in place. Additionally, it adds a tax penalty and tax credit opportunity to help encourage compliance.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **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.

2

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 day of.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

9/15/2016 7:00:00 PM

Chapter 10 Article 13 Tourist Accommodations and Extended Stay Rentals

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	These revisions update the existing ordinance requirements, with the main change being reference and adoption of State regulations. The change should make it easier for enforcement and prosecution in Municipal Court of violations of State regulations.
City Manager's Remarks:	Your approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

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 and security cameras.

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 day of.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
9/15/2016 7:00:00 PM
Resolution for Creation of Festival Zones

SubCategory:	Resolutions
Department Name:	Downtown Development Authority
Department Summary Recommendation:	The DDA is requesting creation of two festival zones. The first will be designated for a special event fundraiser to be held on behalf of the Good Neighbor Homeless Shelter on Sunday, October 9. This is a private rental and the event is a BBQ lunch held in Friendship Plaza and the catering/alcohol service will be provided by Johnny Mitchell's Smokehouse. Staff recommends approval of this application. The second will be designated for a Georgia BBQ Association sanctioned BBQ competition & festival held by the BBQ & Brews group out of Canton. This organization has done two similar events in the region: one in downtown Canton and the other in Ellijay. This organization donates 50% of their proceeds to a non-profit organization in the community and the remaining proceeds go to cover their costs. Staff recommends approval of this application.
City Manager's Remarks:	Your approval of these requests is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No. - _____

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in June 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the Good Neighbor Shelter Fundraising Ride, to be held downtown on Sunday, October 9, 2016; and

WHEREAS, the DDA Board recommends for the Fundraising Ride that Friendship Plaza be designated a controlled Festival Zone allowing those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, the festival manager, will ensure the safety of all guests, and keep those with alcoholic beverages within the allotted Festival Zone, which is also denoted with fencing, and ample signage; and

WHEREAS the Downtown Development Authority also wishes to establish a Festival Zone for a BBQ competition event and festival, to be held downtown on Friday, March 31, 2017 and Saturday, April 1, 2017; and

WHEREAS, the DDA Board recommends for the BBQ competition event that the downtown square, excluding Main Street, be designated a controlled Festival Zone allowing those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, the festival manager and DDA staff, in conjunction with six law enforcement officers, will ensure the safety of all guests, and keep those with alcoholic beverages within the allotted Festival Zone, which is also denoted with fencing, and ample signage; and

WHEREAS, the Director of Planning and Development has received the proposal and application and approved the events with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses;

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Annual Chamber of Commerce BBQ event, planned and implemented by the DDA, and approval by the Director of Planning and Development, be designated a Community Festival.

ADOPTED this the 15th day of September 2016.

/s/ _____
Matt Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville Special Events Permit

Page 1 of 5

Applicant and Sponsoring Organization Information	
NAME (of individual completing application): <u>RONNIE MAULDIN</u>	
STREET ADDRESS: <u>36 HOME TOWNE CT.</u>	
CITY / STATE / ZIP CODE: <u>CARTERSVILLE GA 30120</u>	
DAY PHONE: <u>770 656 1610</u>	FAX NO.:
E-MAIL ADDRESS: <u>tpatesbs@yahoo.com</u>	
SPONSORING ORGANIZATION:	☐ NON-PROFIT ☐ GOVT. ☒ OTHER
STREET ADDRESS:	DAY PHONE:
ORGANIZATION WEBSITE:	
CONTACT PERSON "ON SITE" DAY OF EVENT: <u>TERESA PATE / RONNIE MAULDIN</u>	
IS THIS A FIRST TIME EVENT? ☒ YES ☐ NO IF NO, HOW MANY YEARS:	
CELL PHONE: <u>770 547 5095 / 770 656 1610</u>	
IF HELD BEFORE, WHERE AND WHEN?	

Event Information	
TYPE OF EVENT (CHECK ALL THAT APPLY): ☐ PARADE ☐ FESTIVAL ☐ CONCERT/MUSIC ☒ OTHER	
IF "OTHER," PLEASE SPECIFY: <u>Fundraiser</u>	
EVENT LOCATION AND TITLE:	
DATE: <u>10/19/16</u>	
EVENT HOURS: START: <u>9am</u>	END: <u>9pm</u>
SET-UP: DATE: <u>10/9</u>	TIME: <u>8:30am</u>
BREAK DOWN: DATE: <u>10/9</u>	TIME: <u>8:30pm</u>
EXPECTED ATTENDANCE: PARTICIPANTS: <u>50-100</u> SPECTATORS:	



City of Cartersville Special Events Permit

Page 2 of 5

Event Description:

BRIEFLY EXPLAIN EVENT AND ACTIVITIES; INCLUDE PURPOSE OF THE EVENT. ATTACH SITE PLAN INCLUDING LOCATION OF STAGE, PORTOLETS, VENDOR BOOTHS, ETC.

Ride for the homeless
Live Band, Raffle, Barbbq, plate sales (possible beer)
 EVENT WEBSITE: *booth*

Event Details

ATTACH A SCHEDULE OR BROCHURE OF ALL ACTIVITIES ASSOCIATED WITH THE EVENT:

WILL ITEMS OR SERVICES BE SOLD AT THE EVENT? ☒ YES ☐ NO

PROVIDE A LIST OF ALL VENDORS:

All items sold are donations / NO vendors

WILL EVENT HAVE AMPLIFIED SOUND? ☒ YES ☐ NO

IF YES, PLEASE DESCRIBE: *Live band equipment*

WILL VENDORS BE COOKING OR HEATING FOOD? ☐ YES ☒ NO

IS THIS EVENT FOR PROFIT ☐ NOT FOR PROFIT ☐ OR CHARITABLE ☒

WILL THERE BE ANY FENCED AREAS? ☐ YES ☒ NO IF YES, PLEASE DESCRIBE:

The City of Cartersville does not rent or provide fencing. If posts are needed that require digging, applicant is responsible for calling 811 (Call before you dig, locate services)

Cleanup/Sanitation

What is your clean-up plan during and after the event? *will leave clean - Same as we got it*

Contact the City of Cartersville to arrange for trash and recycling collection at 770-387.5602. Pick-up and disposal fees may be applicable.

Portolets

The event must provide restroom facilities.

The city recommends one toilet and one handicap unit for every 250 attendees, or portion thereof. At least one handicap unit is required.

WILL YOU USE/RENT THE DDA RESTROOM FACILITIES: ☒ YES ☐ NO

IF USING A PORTOLET COMPANY, WHICH COMPANY IS BEING USED:



City of Cartersville Special Events Permit

Page 3 of 5

Insurance

A certificate of insurance must be filed with the City of Cartersville ten working days before the event. The city requires all certificates to be submitted on a standard ACORD form. The City of Cartersville must be listed as additional insured with respect to general liability. A minimum of \$1,000,000 liability insurance is required.

☐ Insurance form attached.

Street Closure Information

NAMES OF STREETS TO BE CLOSED:

BETWEEN

AND

BETWEEN

AND

BETWEEN

AND

BETWEEN

AND

ATTACH PARADE ROUTE:

ARE YOU REQUESTING A COMPLETE OR ROLLING STREET CLOSURE? ☐ COMPLETE ☐ ROLLING

WHY ARE YOU REQUESTING THIS STREET CLOSURE?

TIME OF STREET CLOSURE: ____

ASSEMBLY AREA: ____

DISBANDING AREA: ____

The event organizer is responsible for notifying affected businesses and residents of street closures.

DESCRIBE YOUR NOTIFICATION PLAN AND ATTACH A COPY TO THIS APPLICATION:

Security Needs

PLEASE DESCRIBE YOUR SECURITY NEEDS FOR THE EVENT.

Final determination on officer needs will be made by the City of Cartersville. (Cartersville Police Security is \$45 per hour, for a 4 hour minimum).

☐ I WILL HIRE CITY OF CARTERSVILLE OFFICERS FOR THIS EVENT.

The rate for City of Cartersville officers is \$45 per hour per officer, minimum of four hours per officer. Please call 770.382.2526 to arrange for police security.

Item # 6



City of Cartersville Special Events Permit

Page 4 of 5

Return of Damage/Cleanup Deposit

After the event the rental area(s) will be inspected and if found to be in pre-event condition, the deposit fee will be returned via mail. Please list to whom the check should be made and the address where it should be sent:

RONNIE MAULDIN
36 Hometowne Ct. Cartersville Ga 30120

Agreement and Signature

Your damage/cleanup deposit is required at the time the application is submitted to the City of Cartersville. (Please see the rental guidelines form for all fee and rental prices). Applications may be submitted a maximum of one year in advance and **must** be made a minimum of 30 business days in advance. Only one application will be approved per requested date.

I, THE UNDERSIGNED REPRESENTATIVE, HAVE READ THE RENTAL GUIDELINES INCLUDING ALL RULES AND REGULATIONS WITH REFERENCE TO THIS APPLICATION AND AM DULY AUTHORIZED BY THE ORGANIZATION TO SUBMIT THIS APPLICATION ON ITS BEHALF. THE INFORMATION HEREIN IS COMPLETE AND ACCURATE.

NAME (PRINTED):

RONNIE MAULDIN

SIGNATURE:

Ronnie Mauldin

DATE:

8/12/16



RENTAL DEPOSIT IS ENCLOSED.

SEND YOUR COMPLETED APPLICATION TO:

City of Cartersville
Attn: Special Events Coordinator
1 Friendship Plaza Cartersville, GA 30120
770-607-3480

Special Instructions per Fire Chief:

Special Instructions per Police Chief:



City of Cartersville Special Events Permit

Page 5 of 5

Indemnification and Hold Harmless

Subject to the granting of all permits required by the City of Cartersville, the City of Cartersville authorizes

(Special Events Applicant)

RONNIE MAULDIN

to utilize the site(s) known as

FRIENDSHIP PLAZA

for the purposes of conducting the activities described in the special events permit application.

The Special Events Applicant agrees that the City of Cartersville assumes no responsibility or liability for any defects or other conditions of the site(s), whether the conditions are known or unknown to either party, and/or discoverable by either party. The Special Events Applicant agrees to assume the risk for any and all defects and/or other conditions, whether these defects or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party, and/or known or unknown to either party.

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

I, the undersigned representative, have read the Indemnification and Hold Harmless and am duly authorized to sign this clause on behalf of Special Events Applicant

BY:

[Signature]

TITLE:

DATE:

8/12/16

Office Use Only:

Date Received: _____ Deposit Amount: _____

Approved By: _____ Date: _____

Insurance Form Received: _____ Police & Fire Approval: _____ Date: _____

Deposit Returned: Yes _____ No _____ Remaining fee to be paid: _____

Proposed Area of Festival Zone for Good Neighbor Shelter Fundraising Event





City of Cartersville Special Events Permit

Page 1 of 5

Applicant and Sponsoring Organization Information

NAME (of individual completing application): Lillie Read

STREET ADDRESS: 1 Friendship Plaza

CITY / STATE / ZIP CODE: Cartersville, GA 30120

DAY PHONE: 770-607-3576

FAX NO.:

E-MAIL ADDRESS: lread@downtowncartersville.org

SPONSORING ORGANIZATION:

BBQ & Brews
Cartersville DDA

☐ NON-PROFIT

☐ GOVT.

☐ OTHER

STREET ADDRESS:

DAY PHONE:

ORGANIZATION WEBSITE:

www.bbqandbrews.com

CONTACT PERSON "ON SITE" DAY OF EVENT: Gary Lamb, Lillie Read, Jessica Brock

CELL PHONE

IS THIS A FIRST TIME EVENT? ☐ YES ☒ NO

IF NO, HOW MANY YEARS: 1

IF HELD BEFORE, WHERE AND WHEN? Downtown Canton, City of East Ellijay

Event Information

TYPE OF EVENT (CHECK ALL THAT APPLY): ☐ PARADE ☒ FESTIVAL ☒ CONCERT/MUSIC ☒ OTHER

IF "OTHER," PLEASE SPECIFY: BBQ competition

EVENT LOCATION AND TITLE: Downtown Square

DATE: April 1, 2017

EVENT HOURS: START: 9:00 Fri. END: 10pm Sat.

SET-UP: DATE: TIME:

BREAK DOWN: DATE: TIME:

EXPECTED ATTENDANCE: PARTICIPANTS: 100 SPECTATORS: 5,000



City of Cartersville Special Events Permit

Page 2 of 5

Event Description:

BRIEFLY EXPLAIN EVENT AND ACTIVITIES; INCLUDE PURPOSE OF THE EVENT. ATTACH SITE PLAN INCLUDING LOCATION OF STAGE, PORTOLETS, VENDOR BOOTHS, ETC.

Georgia BBQ Association sanctioned event with BBQ competition Friday and BBQ festival with music and vendors on Saturday.

EVENT WEBSITE:

Event Details

ATTACH A SCHEDULE OR BROCHURE OF ALL ACTIVITIES ASSOCIATED WITH THE EVENT:

WILL ITEMS OR SERVICES BE SOLD AT THE EVENT? ☒ YES ☐ NO

PROVIDE A LIST OF ALL VENDORS:

WILL EVENT HAVE AMPLIFIED SOUND? ☒ YES ☐ NO

IF YES, PLEASE DESCRIBE: _____

WILL VENDORS BE COOKING OR HEATING FOOD? ☒ YES ☐ NO

IS THIS EVENT FOR PROFIT X (with charitable donation) NOT FOR PROFIT ____ OR CHARITABLE __

WILL THERE BE ANY FENCED AREAS? ☒ YES ☐ NO IF YES, PLEASE DESCRIBE:

Fencing around downtown square.

Cleanup/Sanitation

What is your clean-up plan during and after the event? Staff and volunteers

Contact the City of Cartersville to arrange for trash and recycling collection at 770-387.5602. Pick-up and disposal fees may be applicable.

Portolets

The event must provide restroom facilities.

The city recommends one toilet and one handicap unit for every 250 attendees, or portion thereof. At least one handicap unit is required.

WILL YOU USE/RENT THE DDA RESTROOM FACILITIES: ☒ YES ☐ NO

IF USING A PORTOLET COMPANY, WHICH COMPANY IS BEING USED: Johnny on the Spot



City of Cartersville Special Events Permit

Page 3 of 5

Insurance

A certificate of insurance must be filed with the City of Cartersville ten working days before the event. The city requires all certificates to be submitted on a standard ACORD form. The City of Cartersville must be listed as additional insured with respect to general liability. A minimum of \$1,000,000 liability insurance is required.

☐ Insurance form attached.

Street Closure Information

NAMES OF STREETS TO BE CLOSED:

Cherokee Street BETWEEN Erwin Street AND Gilmer Street

Wall Street BETWEEN Main Street AND Church Street

Public Square BETWEEN Main Street AND Church Street

Church Street BETWEEN Museum Drive AND Gilmer Street

ATTACH PARADE ROUTE:

ARE YOU REQUESTING A COMPLETE OR ROLLING STREET CLOSURE? ☒ COMPLETE ☐ ROLLING

WHY ARE YOU REQUESTING THIS STREET CLOSURE? For safety & festival zone purposes

TIME OF STREET CLOSURE: all day Saturday 4/1/17

ASSEMBLY AREA: _____ DISBANDING AREA: _____

The event organizer is responsible for notifying affected businesses and residents of street closures.

DESCRIBE YOUR NOTIFICATION PLAN AND ATTACH A COPY TO THIS APPLICATION:

Security Needs

PLEASE DESCRIBE YOUR SECURITY NEEDS FOR THE EVENT.

Final determination on officer needs will be made by the City of Cartersville. (Cartersville Police Security is \$45 per hour, for a 4 hour minimum).

6 police officers

☐ I WILL HIRE CITY OF CARTERSVILLE OFFICERS FOR THIS EVENT.

The rate for City of Cartersville officers is \$45 per hour per officer, minimum of four hours per officer. Please call 770.382.2526 to arrange for police security.

Item # 6



City of Cartersville Special Events Permit

Page 4 of 5

Return of Damage/Cleanup Deposit

After the event the rental area(s) will be inspected and if found to be in pre-event condition, the deposit fee will be returned via mail. Please list to whom the check should be made and the address where it should be sent:

Agreement and Signature

Your damage/cleanup deposit is required at the time the application is submitted to the City of Cartersville. (Please see the rental guidelines form for all fee and rental prices). Applications may be submitted a maximum of one year in advance and **must** be made a minimum of 30 business days in advance. Only one application will be approved per requested date.

I, THE UNDERSIGNED REPRESENTATIVE, HAVE READ THE RENTAL GUIDELINES INCLUDING ALL RULES AND REGULATIONS WITH REFERENCE TO THIS APPLICATION AND AM DULY AUTHORIZED BY THE ORGANIZATION TO SUBMIT THIS APPLICATION ON ITS BEHALF. THE INFORMATION HEREIN IS COMPLETE AND ACCURATE.

NAME (PRINTED):

SIGNATURE:

DATE:

☐ RENTAL DEPOSIT IS ENCLOSED.

SEND YOUR COMPLETED APPLICATION TO:

City of Cartersville
Attn: Special Events Coordinator
1 Friendship Plaza Cartersville, GA 30120
770-607-3480

Special Instructions per Fire Chief:

Special Instructions per Police Chief:



City of Cartersville Special Events Permit

Page 5 of 5

Indemnification and Hold Harmless

Subject to the granting of all permits required by the City of Cartersville, the City of Cartersville authorizes

(Special Events Applicant)

to utilize the site(s) known as

for the purposes of conducting the activities described in the special events permit application.

The Special Events Applicant agrees that the City of Cartersville assumes no responsibility or liability for any defects or other conditions of the site(s), whether the conditions are known or unknown to either party, and/or discoverable by either party. The Special Events Applicant agrees to assume the risk for any and all defects and/or other conditions, whether these defects or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party, and/or known or unknown to either party.

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

I, the undersigned representative, have read the Indemnification and Hold Harmless and am duly authorized to sign this clause on behalf of Special Events Applicant

BY:

TITLE:

DATE:

Office Use Only:

Date Received: _____ Deposit Amount: _____

Approved By: _____ Date: _____

Insurance Form Received: _____ Police & Fire Approval: _____ Date: _____

Deposit Returned: Yes _____ No _____ Remaining fee to be paid: _____

Item # 6

Proposed area of BBQ & Brews festival





City of Cartersville

**City Council Meeting
9/15/2016 7:00:00 PM
Community Rating System Annual Recertification**

SubCategory:	Certification
Department Name:	Public Works
Department Summary Recommendation:	The City of Cartersville continues to participate in the Community Rating System in order to qualify for reduced flood insurance rates from the National Flood Insurance Program for properties within the city limits. We are requesting the mayor's signature to the attached annual recertification with CRS to continue participation in this on-going program.
City Manager's Remarks:	Your authorization of the Mayor's signature is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

OMB No. 1660-0022
Expires: December 31, 2016

Community Cartersville, City of State GA CID 130209
County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CC-213 Recertification

Recertification Date: October 1, 2016		
If there are any changes or corrections to the information below, please cross out the old item and write in the correction.		
	Chief Executive Officer	CRS Coordinator
Name	The Honorable Matthew Santini	Wade Wilson
Title	Mayor	City Engineer
Address	1 North Erwin Street	Post Office Box 1390
	Post Office Box 1390	
	Cartersville, GA 30120	Cartersville, GA 30120
Phone	(770) 387-5616	(770) 383-7432
E-mail	cartersvillemayor@yahoo.com	wwilson@cityofcartersville.org

I hereby certify that the City of Cartersville is continuing to implement the activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed: _____ (Chief Executive Officer)

Item # 7

OMB No. 1660-0022
Expires: December 31, 2016

Community Cartersville, City of State GA CID 130209
County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual. If the word "attached" is used you must provide documentation material for that activity. If no material has been acquired for that activity please explain why there is no material from the past year.

WW 310: We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.

WW 310: Attached is the permit list for new or substantially improved structures that have been completed in the last year.

WW 310: Attached are the Elevation Certificates for new or substantially improved structures that have been completed in the last year.

WW 310: We continue to make copies of Elevation Certificates on newer properties available at our present office location. ☐ Initial here if your office address has changed in the past year. Please provide new address with this form.

WW 320: We are providing basic flood information, additional FIRM information, problems not shown on the FIRM, and flood depth data. ☐ Initial here if the office address or the manner in which requests may be submitted has changed in the last year. Please provide the new office address or manner of submittal with this form.

WW 320: Attached is a copy of the outreach sent to banks, insurance agents, and real estate agents that publicized the credited elements of this service this year.

WW 320: Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.

WW 320: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

WW 330: Attached are copies of all outreach projects conducted this year. **Reference attachment 330 for credited outreach projects.**

WW 350: We continue to conduct an annual review and update of the information and links in our flood protection website.

WW 420: We continue to preserve our open space in the floodplain.

Item # 7

OMB No. 1660-0022
Expires: December 31, 2016

Community Cartersville, City of State GA CID 130209
County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- WW 430: We continue to enforce the following regulations in our floodplain: (development limitations, freeboard for new and substantial improvement construction, cumulative substantial improvement, protection of critical facilities, and local drainage protection. [0] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.
- WW 430: We continue to enforce our current building code. [] Initial here if you have amended your building code. Attach a copy of the amendment.
- WW 430: We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses. [] Initial here if your staff has changed and attach a statement as to the staffing changes.
- WW 440: We continue to use and update our flood data maintenance system on an annual basis as needed.
- WW 450: We continue to enforce the stormwater management provisions of our ordinances for new developments in the watershed. [] Initial here if you have amended your stormwater management regulations. Attach a copy of the amendment.
- WW 450: We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.
- WW 502: We currently have 1 repetitive loss properties and send our notice to 1 properties in the repetitive loss areas.
- WW 502: Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.

Attachments:

1. 330 OP Worksheet
2. CC-213-5 Program Data Table (below)

Item # 7



City of Cartersville

City Council Meeting
9/15/2016 7:00:00 PM
Georgia Power Encroachment Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	As part of the property swap agreement with the developers of Village Hill where Fire Station #3 is to be built, staff has been working with Georgia Power on an Encroachment Agreement to cover placement of city utilities, detention pond, parking lot and retaining wall under the Georgia Power lines. The attached agreement meets the city's required needs and is recommended for your approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	The City Attorney has reviewed the agreement.
Associated Information:	

GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

ENCROACHMENT ID # **E83276**

SUBJECT: **BOWEN-CARTERSVILLE 115Kv TRANSMISSION LINE RIGHT-OF-WAY**

The Georgia Power Company, hereinafter called the "Power Company," hereby consents for the **CITY OF CARTERSVILLE**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being One Hundred (100) feet in width and extending in part through Land Lots **593 & 594, 4th** District/GMD of **Bartow County**, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission lines by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as Exhibit A.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation, use and maintenance of **a paved road with associated underground utilities, sidewalks, a detention pond with grading, an above ground gas regulator station, and a parking lot with a retaining wall and grading** at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company'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 the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities".)
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company'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 by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY 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 conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.
7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's Representative in **Rome**, Georgia, Phone: **(706) 236-1121**, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.
8. The Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company 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 the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein

Item # 8

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 the Power Company, 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, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, 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 Power Company's right(s)-of-way herein described, 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 the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way 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 the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree which grows no more than 15 feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.

13. 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 Resolution of the Commissioners, or by other legal and proper authorization, duly adopted (a copy of which will be furnished to Power Company 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 15th of September, 2016, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the ____ day of _____, 20____.

UNDERSIGNED

CITY CLERK:

BY:

NOTARY PUBLIC:

NAME:

TITLE:

The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 20____.

GEORGIA POWER COMPANY

WITNESS:

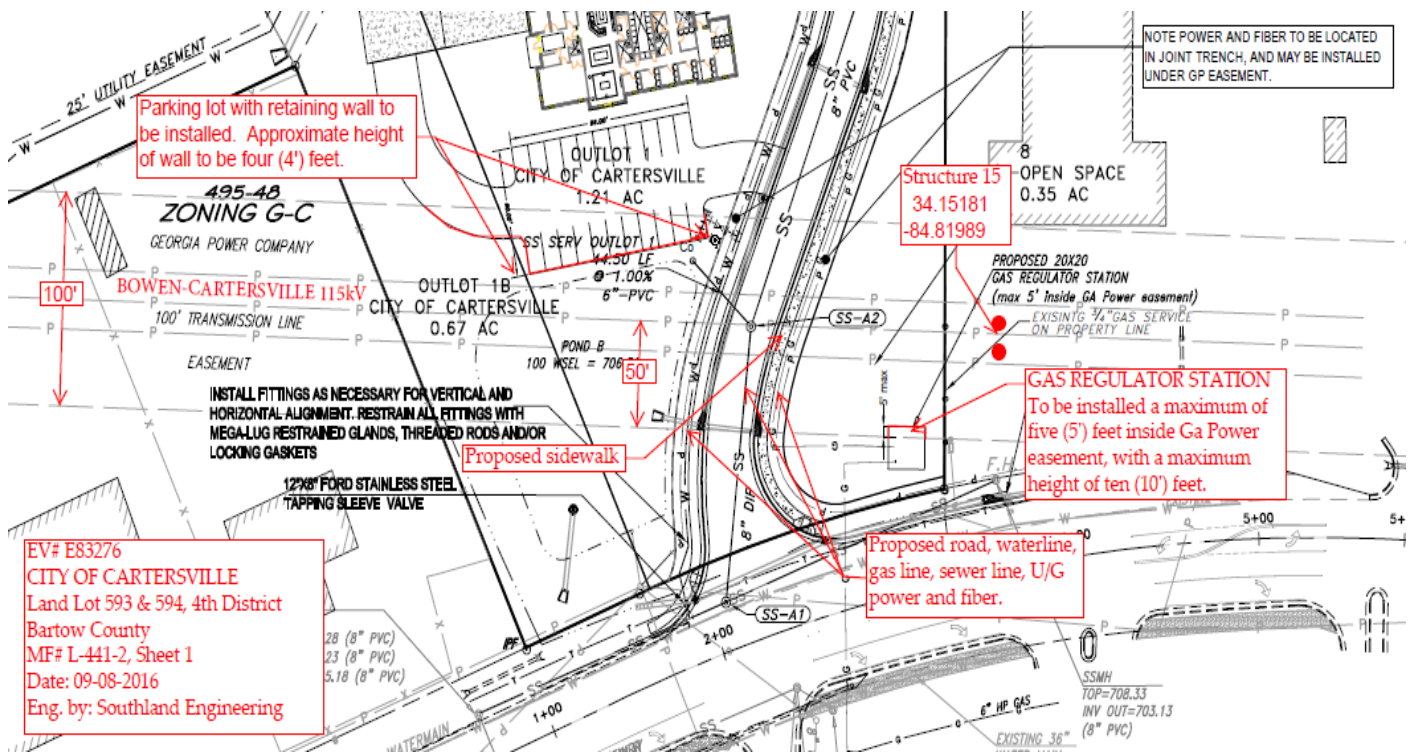
BY:

NOTARY PUBLIC:

NAME: Greg Welch

TITLE: Area Transmission Maintenance Supervisor

EXHIBIT A TO ENCROACHMENT AGREEMENT FOR EASEMENT





City of Cartersville

**City Council Meeting
9/15/2016 7:00:00 PM
Village Hill Property Swap Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Earlier this year we discussed with City Council the possibility of swapping some property that is contiguous to the land the city purchased on Old Mill Road for the replacement of Fire Station #3. The developers of Village Hill wanted to build a road that would intersect between Highway 113 and Old Mill Road. After working through the details with Village Hill's engineer's as it relates to where city utilities will be installed, we have finally agreed to their proposed plans. The property swap agreement will allow the city to build our Fire Station as needed and the developer will help pay for the detention pond installation. I recommend approval of the property swap agreement.
City Manager's Remarks:	Your approval of this property swap is recommended.
Financial/Budget Certification:	
Legal:	City Attorney has prepared this document.
Associated Information:	



GENERAL NOTES

1. ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1' IN 10,000+ FEET, AND AN ANGULAR ERROR OF 04" PER ANGLE POINT, AND WAS NOT ADJUSTED.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN 50,000+ FEET.
4. EQUIPMENT USED: TOPCON 3005W, TOTAL STATION, WITH DATA COLLECTOR.
5. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.

CURVE TABLE				
CURVE	ARC	RADIUS	DIRECTION	CHORD
C1	123.80	880.00	S75°17'45"W	123.69
C2	63.64	59.00	N13°04'36"E	60.60
C3	68.51	170.00	N11°46'18"E	68.04
C4	41.89	170.00	N06°49'55"W	41.79
C5	7.89	387.94	S68°18'26"W	7.89

LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°53'10"W	3.67
L2	N00°13'39"E	19.53



SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
925 N. TENN. ST., CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

CO = CLEAN OUT WM = WATER METER
ICV = IRRIGATION VALVE WV = WATER VALVE
IPF = IRON PIN FOUND L.L. = LAND LOT
IPS = IRON PIN SET L.L.L. = LAND LOT LINE
OTP = OPEN TOP PIPE PP = POWER POLE
CTP = CRIMPED TOP -P- = POWER LINE
R/W = RIGHT OF WAY -X- = FENCE LINE
CM = CONCRETE MONUMENT CH. = CHORD
N/F = NOW OR FORMERLY A or L = ARC LENGTH

BOUNDARY SURVEY FOR:
BV9-11, LLC.
LOCATED IN LAND LOTS 593, 594, 631, & 632,
4TH DISTRICT, 3RD SECTION,
CITY OF CARTERSVILLE,
BARTOW COUNTY, GEORGIA

DATE: AUGUST 11, 2010 REV: JOB NO:10094



City of Cartersville

City Council Meeting

9/15/2016 7:00:00 PM

Etowah Area Consolidated Housing Authority for JH Morgan Gym Roof Repairs

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	This agreement between the City of Cartersville and Etowah Area Consolidated Housing Authority is for the repair of the JH Morgan Gym roof. Although owned by EACHA, the JH Morgan Gym is a major facility used by Cartersville Parks and Recreation Department for youth and adult basketball program and keeping the facility usable is a must. The lobby portion of the gym has major roof leaks and must be repaired. EACHA has accepted bids for the roof repairs and per this agreement the costs will be split between City and EACHA. This is the third type similar agreement between city and EACHA and all have worked out well for each. EACHA will be supervising the project and paying the contractor with Parks and Recreation paying EACHA half bid costs of \$32,600.00 with the completion of the project. I recommend this agreement for roof repair and City paying \$16,300.00 to EACHA after completion of this project. This is a budget item for Parks and Recreation.
City Manager's Remarks:	Per joint agreement between the City and the Housing Authority, your approval of this payment is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ETOWAH AREA CONSOLIDATED HOUSING AUTHORITY

AND

CITY OF CARTERSVILLE

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between Etowah Area Consolidated Housing Authority, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "Etowah") and City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, Etowah and the City desire to provide jointly for the rehabilitation of the JH Morgan Gym by repairing and replacing its roof and related accessories; and

WHEREAS, both the City and Etowah have determined that it is in the best interests of their respective agencies for said facility to be repaired for both economic and public safety, and recreational reasons; and

WHEREAS, Etowah and the City desire jointly to fund the repair of said facilities at the JH Morgan Gym; and

WHEREAS, Etowah shall bid the project and the City shall agree to pay half the final cost of said project, based on the current bid received being \$32,600.00 that is expected to be \$16,300.00 for the City and Etowah; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that public corporations or authorities and municipalities of the State of Georgia may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, the Etowah and City deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, *inter alia*, pay for, and repair the JH Morgan Gym; and

WHEREAS, the Etowah has reviewed this Agreement and did, at the regular meeting of the Commissioner held on _____, 2016, authorize its Commissioner to sign this Agreement; and

WHEREAS, the Mayor and City Council of Cartersville has reviewed this Agreement and did, at the regular meeting of the City Council held on _____, 2016, authorize its Mayor and City Clerk to sign this Agreement.

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

1.

Etowah has bid the project and accepted the bid of Pro-Active Contractors, Inc. for the JH Morgan Gym as indicated by the bid attached hereto as Exhibit "A" and incorporated herein by reference.

2.

The City and Etowah shall be jointly responsible for the cost of said repairs and all costs incurred as a result of any contract, actions, or claims relating to the project described on Exhibit "A."

3.

Etowah shall bill the City for any and all invoices and/or costs received, which shall be paid by the City within ten (10) days of receipt therefore.

4.

The City and Etowah shall be responsible equally for the cost of the construction of said facility, as provided for in the Final Contract executed by Etowah with the successful bidder based on the bid package referenced as Exhibit "A" hereto.

5.

Etowah shall select and/or approved the contractor and/or suppliers for the project and jointly approve the plans for construction and any change orders related thereto. Additionally, Etowah shall enter into a contract with the contractor for the construction of said facility and the City and Etowah agree to each be responsible for half of the total cost related thereto.

6.

Etowah agrees to indemnify and hold harmless the City from any and all claims, actions, injuries, damages, and lawsuits arising from the City's performance of their obligations under this Agreement, to the extent allowed by law.

7.

Official notices, payments and correspondence to Etowah shall be delivered in person or transmitted via U.S. Mail, postage prepaid addressed to _____, and Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Manager of Cartersville, at Post Office Box 1390, Cartersville, GA 30120.

8.

This Agreement shall be effective upon execution by the parties and the project shall be completed within thirty (30) days, however, the contract remain in full force and effect until the proposed project has been built and completed.

9.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement relating to the facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

10.

Time is of the essence.

IN WITNESS WHEREOF, Etowah and City have caused this Agreement to be duly executed by their proper officials and attested with their corporate seals affixed thereto as if fully set forth in duplicate originals.

-SIGNATURES ON NEXT PAGE-

ETOWAH VALLEY CONSOLIDATED
HOUSING AUTHORITY

Attested to by:

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

CITY OF CARTERSVILLE

Attested to by:

By: _____
Connie Keeling, City Clerk

Date: _____

By: _____
Matthew J. Santini, Mayor

EXHIBIT “A”

PRO-ACTIVE CONTRACTORS, INC.

ETOWAH AREA CONSOLIDATED HOUSING AUTHORITY

Roofing @ Gymnasium

Proposal

Build hip style roof system - 2 X 8 framing, 5/8" plywood

Roof covering 30 year fiberglass shingles

6" gutters with steel down spouts 5'

TOTAL COST

\$ 32,600.00



City of Cartersville

City Council Meeting

9/15/2016 7:00:00 PM

Crushed Stone from Vulcan Materials for Pine Mtn. Parking Lot Expansion

SubCategory:	Other
Department Name:	Parks and Recreation
Department Summary Recommendation:	This request is for crushed stone that was used in the construction of the Pine Mt. West Trailhead parking lot expansion. Komatsu graciously donated additional property for this parking area expansion and Cartersville Public Works using Komatsu equipment prepared the area and hauled/spread/packed the stone. The invoice from Vulcan Materials Company is for the approximate 513.62 tons of stone that was used for this project. Vulcan did reduce this costs from \$15.75 to \$12.50 per ton for this project. Invoice isn't prepared at this time but should not exceed \$6,500.00 I recommend paying this invoice as the costs exceeds \$5,000.00 which requires City Council approval. This invoice will be paid out of Parks and Recreation outdoor maintenance account.
City Manager's Remarks:	Your approval of this payment is recommended.
Financial/Budget Certification:	This is a budgeted item being paid through the outdoor maintenance expense account.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
9/15/2016 7:00:00 PM
Dellinger Park Tennis Wind Screens**

SubCategory:	Bid Award/Purchases		
Department Name:	Parks and Recreation		
Department Summary Recomendation:	Bids were accepted for wind screen replacement and installation for the tennis courts at Dellinger Park. Bids were sent to four vendors/contractors, with two bids being returned. I recommend the low bid of \$6, 050.00 from The Wind Screen Factory of Dallas Georgia which met all specifications. All required documentation has been received. Wind screen replacement will be paid for from outdoor maintenance account.		
	<u>Bidder/Contractor</u>	<u>Bid Price</u>	
	BSN Sports	\$11,550.00	
	Dallas TX		
	The Wind Screen Factory	\$6,050.00	
	Dallas GA		
	South Cover	No Bid	
	Commerce GA		
	Signature Tennis	No Bid	
		Cover Memo	Item # 12

	Marietta GA
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item being paid from the outdoor maintenance expense account.
Legal:	
Associated Information:	

BID REQUEST
Dellinger Park Tennis Wind Screens
Bid # 2016 - 001

The Cartersville Parks & Recreation Department invites your company to submit a bid on the following project: Dellinger Park Tennis Wind Screens, Bid #2016-001. Wind Screens will be installed on tennis courts located in Dellinger Park; 100 Pine Grove Road; Cartersville GA 30120. It is recommended that bidder view courts/site prior to submitting bid. Any questions concerning this project or to view site, please call Greg Anderson at 770-607-6173. Bids must be returned by **2:00 pm on Tuesday August 23, 2016**. Bid may be returned by email, postal mail, fax or hand delivered. Bid is expected to be awarded by Cartersville City Council on Thursday September 1, 2016 and project installation must be completed by November 10, 2016.

Greg Anderson

Cartersville Parks and Recreation

PO Box 1390; 100 Pine Grove Rd.

Cartersville GA 30120

770-607-6173 work; 770-387-5624 fax; ganderson@cityofcartersville.org

Cartersville Parks and Recreation Department (owner) will provide the following

Before installation:

- Provide access to work site, but installer must coordinate work w/ Recreation Department as tennis programs will be on-going
- Removal of existing wind screen/hog rings/plastic ties from all tennis court fencing

After installation:

- Inspect installed wind screens w/ installer/bidder and provide prompt payment after receiving invoice.

Wind Screen Material, Installation Specifications & Work Scope:

1. Wind Screen material shall be:

- Black Vinyl Coated Polyester fabric with 50% polyester & 50% vinyl
- Fabric weight 8-ounces per square yard, open weave
- 80% Shade factor
- Tensile Strength – 230-pounds x 200-pounds
- VCM – Open 9 x 12 weave
- #2 brass grommets – maximum 18-inches apart (12-inches preferred); grommets placed on top, bottom & sides
- Fabric to have four-ply sewn hems, reinforced with minimum 18-ounce vinyl tape
- 6-feet in width and lengths not to exceed 60-feet

2. Wind Screens (top) will be attached by 9-gauge aluminum hog rings. Hog rings will be attached through wind screen brass grommet to chain link fence a minimum every 18-inches. Wind Screen (bottoms) will be attached by black plastic cable ties (must be 50-pound test weight) through grommets to chain link fence, minimum every 18-inches

Page 2 Wind Screen Material, Installation Specifications & Work Scope continued:

3. Provide material/equipment and installation for wind screens on tennis courts #1 – #14 at Dellinger Park.
4. Wind Screens are to be attached to fencing on inside of courts and centered on the 10-foot fencing.
5. Wind Screen is to be installed on all fence line sections and gates as stated on Attachment #1 – Dellinger Tennis Courts #1 – #5, Attachment #2 – Dellinger Tennis Courts #6 – #7, Attachment #3 – Dellinger Tennis Courts #8 – #10 and Attachment #4 – Dellinger Tennis Courts #11 – #14. All cut-corners will have windscreens.
6. Wind Screen is to be installed from tension bar to tension bar on fence lines, gates and cut-corners, as corner posts will not be covered by wind screen.
7. Wind Screen are to be installed on all cut-corners and gates and gate transoms that are in fence lines that receive wind screens. Gates and gate transoms not in fence lines that receive wind screens will not receive wind screens.

Note: On tennis court #1, wind screen installation will begin on both sides of ball board and not along ball board.

Note: All measurements on attachments are approximates and each bidder should view site and measure court fencing for their bid to provide a full coverage along fence lines that are to receive wind screen.

Checklist for Bidder/Contractor: Required documents must be submitted when bids are returned before **2:00pm on Tuesday August 23, 2016**. All documents listed below must be included in returned bid to be considered. Incomplete bids will not be considered.

1. Completed Proposal Form – Signed
2. Contract Agreement – Signed/Notarized by bidder; (Mayor will sign and complete agreement when City Council accepts bid)
3. Contractor/Sub-contractor – Certificate of Liability Insurance and Workman's Compensation Insurance Plan.
4. Signed and Notarized – SAVE Affidavit Verifying Status For City of Cartersville Benefit Application
5. Signed and Notarized – E-verify Contractor Affidavit and Agreement
6. Signed and Notarized – E-verify Sub-Contractor Affidavit and Agreement
7. Completed Reference Page – list of four – (4) previous similar completed projects, include contacts and contact information.

PROPOSAL FORM
Dellinger Park Tennis Wind Screens
Bid #2016-001

TO: Greg Anderson (Dellinger Park Tennis Wind Screens Bid#2016-001)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH MATERIAL, INSTALLATION AND SCOPE OF WORK FOR BIDDER/CONTRACTOR. I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE MATERIAL AND INSTALLATION REFERENCED, DELLINGER PARK TENNIS WIND SCREEN BID #2016-001 FOR MONETARY CONSIDERATIONS.

TOTAL BID PRICE: \$6050.00 Note: Will Include 2 tension bars at each corner for a finished look. (See attached pictures)

BIDDER: The Windscreen Factory BY: Golden Taylor

TITLE: Senior Executive SIGNATURE: 

ADDRESS: 260 International Way / Suite 166

Dallas, GA 30157

PHONE: (404) 934-2503 E-MAIL: golden@thewindscreenfactory.com

CONTRACT AGREEMENT

THIS AGREEMENT, made this September day of 16th 2016, by and between the City of Cartersville, Georgia, hereinafter called "City", and THE WINDSCREEN FACTORY LLC, hereinafter called "Bidder/Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, Contractor hereby agrees to commence and complete the installation of "Dellinger Park Tennis Wind Screens project entitled:

**Bid Package
Bid#2016-001
Dellinger Park
Tennis Wind Screens**

Hereinafter call the "Project", for the proposal price \$6050.00, will include material and installation of wind screens for Dellinger Park Tennis Courts #1 - #14 described in "Wind Screen Material, Installation Specification and Work Scope of Bid #2016-001. Payment will be paid in from invoice received after walk-through inspection of completion of work scope.

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

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

CITY OF CARTERSVILLE, GA

(Mayor Matthew J. Santini)



[Handwritten Signature]
Bidder

WITNESSETH: _____ (Seal) ATTEST: _____ (Seal)
(Connie Keeling, City Clerk)

REFERENCE LIST

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

1. COMPANY: Echo Mill Subdivision
CONTACT: Audry Davies
ADDRESS: Dallas, GA
PHONE: 770) 222-4690 EMAIL: ahdhdd@aol.com

2. COMPANY: Lost Mountain Tennis
CONTACT: Traci Thomas
ADDRESS: 4845 Dallas Hwy Powder Springs, GA 30127
PHONE: 770) 528-8525 EMAIL: traci.thomas@cobbcounty.org

3. COMPANY: Fellowship Christian School
CONTACT: Troy Schulz
ADDRESS: 10965 Woodstock Rd. Roswell, GA 30075
PHONE: 770) 641-6837 EMAIL: troy.schulz@fcspaladins.org

4. COMPANY: Alpharetta High School
CONTACT: Emily Reiser
ADDRESS: 3595 Webb Bridge Rd. Alpharetta, GA 30005
PHONE: 470) 252-7682 EMAIL: reiser@fultonschools.org

SAVE AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

ROBERT L. TAYLOR

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

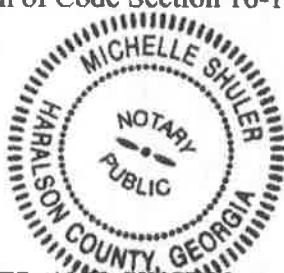
THE WINDSCREEN FACTORY, LLC

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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



[Signature] 8-17-16
Signature of Applicant: Date

ROBERT L. TAYLOR
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17th DAY OF AUGUST, 2016

*
Alien Registration number for non-citizens

Michelle Shuler

Notary Public

My Commission Expires: April 14, 2019

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

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

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

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

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

906545
EEV/Basic Pilot Program* User Identification Number

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

8-17-16
Date

THE WINDSCREEN FACTORY LLC
Contractor/Entity Name

PRESIDENT
Title of Authorized Officer or Agent of Contractor

260 INTERNATIONAL PKWY, SUITE 166, DALLAS, GA 30157
Contractor Address

ROBERT L. TAYLOR
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17th DAY OF AUGUST, 2016
Michelle Shuler
Notary Public
My Commission Expires:
April 14, 2019



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

PROPOSAL FORM
Dellinger Park Tennis Wind Screens
Bid #2016-001

TO: Greg Anderson (Dellinger Park Tennis Wind Screens Bid#2016-001)
 CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
 P O BOX 1390
 CARTERSVILLE GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH MATERIAL, INSTALLATION AND SCOPE OF WORK FOR BIDDER/CONTRACTOR, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE MATERIAL AND INSTALLATION REFERENCED, DELLINGER PARK TENNIS WIND SCREEN BID #2016-001 FOR MONETARY CONSIDERATIONS.

TOTAL BID PRICE: \$ 11,550.⁰⁰

*If hog rings are required it
will void the warranty on
the windscreens material.*

BIDDER: BSN Sports, Passion's Sports, & US Games BY: Adam Rhein

TITLE: Bid Mgr SIGNATURE: Adam Rhein

ADDRESS: P.O. Box 49
Jenkintown, PA 19046

PHONE: 800-445-9446 E-MAIL: arhein@bsnsports.com

Fax: 800-523-5112

Bid # 20830956

*Hem is heat
sealed, not
stitched.*



City of Cartersville

City Council Meeting

9/15/2016 7:00:00 PM

Purchase of 2 new vehicles to replace Battalion Chief's & Training Division Vehicle

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	Fire Department is respectfully requesting permission to order two vehicles as approved in our FY16-17 Budget. The request is for one (1) SUV command vehicle to replace the current vehicle used by the Battalion Chief and one (1) pickup truck for the training division. Request for bids were hand delivered to all local dealerships and also placed on-line per City Policy. Only two vendors returned quotes per specifications. Only one vendor completely meet specifications. The two vendors were Prater Ford of Calhoun, GA and Jones Ford of Cleveland, GA. The attached table will reflect the bids and Lighting/Radio/Lettering packages required to prepare the vehicles for emergency response. We respectfully request and amount up to but not exceed \$87, 542.00 to complete this project. This is \$2458.00 below our budgeted amount. Upon receipt and these vehicles being placed in service, we will surplus from our fleet a 2001 Dodge Ram Pick Up and a 2004 Crown Victoria sedan. This will be a lease pool purchase.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted purchase and will be reimbursed through the GMA leasepool program.
Legal:	N/A
Associated Information:	N/A

Vendor	SUV	Truck	Total	Notes
Prater Ford	\$36,986.44	\$30,556.44	\$67,542.88*	
Jones Ford	\$35,225.00	\$30,250.00	\$65,475.00	Did Not Meet Specifications
Lights/Radio Both			\$18,499.12*	
Lettering Both			\$1,500.00*	
			\$87,542.00	



City of Cartersville

City Council Meeting
9/15/2016 7:00:00 PM
Electric Department Transformer

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department need to purchase a 150 kVA transformer for our inventory. We received four bids for this transformer. Please see Bid Tabulation Form for details. This is a budgeted item in the FY16-17 Budget. The Electric Department recommends that council approve the low bid ABB transformer ,from Anixter Company, for \$5,873.00
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Transformer Purchase

The Electric Department needs to purchase and have received bids for the following transformer.

Transformer Spec: One 150 kVA 3 phase transformer. High Voltage = 12470GRDY/7200, Low Voltage = 208Y/120, Dead Front, Loop Fed, Bayonet fused, Per City of Cartersville Specifications.

<u>Bidder (Supplier)</u>	<u>Manufacturer</u>	<u>Price Of Unit</u>	<u>Total Ownership Cost</u>	<u>Delivery Time</u>	Notes
Anixter	ABB	\$5,873.00	\$11,137.50	18-20 Weeks	Delivery time not the significant factor
Gresco	ERMCO	\$6,195.00	\$11,836.50	8 - 10 Weeks	
Irby	GE	\$6,386.00	\$11,808.00	16 Weeks	
Eaton	COOPER	\$6,915.00	\$12,636.00	10 - 12 Weeks	

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 transformer from Anixter for \$5,875.00.



6525 BEST FRIEND RD SUITE 100
NORCROSS, GA 30071

150KVA 3PHASE PAD

www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: U00475557.00

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

Attn:
Phone:
Fax:

Issued Date:
Expiration Date: Sep 30, 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		150KVA THREE PHASE PADMOUNT TRANSFORMER, 12470GRDY/7200,208Y/120 LOOP FEED, PER SPEC, NL 258, LL 1435, IMP 3.46	1	5,873.000	EA	5,873.00

DEL: 18-20 WKS

ABB TRANSFORMER

SECTION TOTAL: \$5,873.00

QUOTE TOTAL: \$5,873.00

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.

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.

TOC = \$ 11,137.50

CUSTOMER COPY

QUOTE # 440675-00
QUOTED DATE 8/31/16BILL 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 8-10 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 3RD QTR 2016 MATERIAL COSTS. NOTE: LEADTIME
IS SUBJECT TO CHANGE WITHOUT NOTICE! 3RD QTR INDEX
2016.

ITEM 1

ERMCO 3 PHASE PAD TRANSFORMER 3PH-PAD

ITEM# : 1.00

1

\$6,950.00/ea

YOUR PRODUCT

NL= 271 LL= 1552 IZ=3.900 TL= 1823

OPTIONS BEGIN.....

ERMCO	ERMCO STD 3PH TRANSFORMER
0150	150 KVA
G	GRDY
001G	12470GY/7200 95 BIL
X	HO/XO GROUND
001	NO TAPS
112	208Y/120
S5	ANSI SPECIFIC K DIM=5.0
L	LOOP FEED
000	ERMCO STD FIXED STUD WELL
G15	STD INSERT SYSTEM SELECT
000	ELBOW ARRESTERS NOT SELECTED

TOC = \$11,836.50



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
08/29/16	S009776058
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		08/29/16		Yes				
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt	
1EA		1	*GE HG37G70A1 150KVA 3-PH PADMOUNT TRANSFMR HV: 12470GRDY/7200 LV: 208Y/120 VOLTS DEAD FRONT, LOOP FEED, BAYONET FUSED, PER CITY OF CARTERSVILLE SPEC NL= 263 LL= 1485 * DELIVERY 16 WEEKS A.R.O. TOC = \$ 11,868.00			6386.000EA	6386.00	
							Subtotal	6386.00
							S&H CHGS	0.00
							Sales Tax	0.00
							TOTAL	6386.00

*** This is a quotation ***

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.

For Terms and Conditions, Please See our website

* This is a quotation *

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.

For Terms and Conditions, Please See our website.

** Reprint ** Reprint ** Reprint **

Eaton's Power Systems Division
 Proposal Number: BED8611125
 Revision 00

Proposal Valid Through: September 28, 2016

COOPER TRANSFORMER Item Details

Item Number: 00001

Customer RFQ Information: Specification: Three Phase Pad Mount; Dated: 3/1/2006
 Email; Dated: 8/24/2016

Quantity	Unit Price	Extended Price
1	\$ 6,915.00	\$ 6,915.00

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 10-12 weeks ex-factory

Optional Approval Drawing Lead-time (Y): 4 weeks plus time for customer review.

Description:

kVA	150 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Insulating fluid	Mineral Oil
Efficiency Standard	DOE 2016
High Voltage	12470GY/7200 Volts, 95 kV BIL
kV Class	15 kV
High Voltage Configuration	Dead Front, Loop Feed
Taps	No Taps
High Voltage Bushings	200 amp Cooper bushing wells (Qty: 6)
Inserts	15 kV, 95 kV BIL Cooper load-break inserts (Qty: 6)
Expulsion fuses	Bayonet fuses (Qty: 3)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 3)
Low Voltage	208Y/120 Volts, 30 kV BIL
Low Voltage kV Class	1.2 kV
LV Bushing Arrangement	Staggered
Low Voltage Bushings	5/8" copper stud with 12-hole screw-on spade bushing(s) (Qty: 4)
Bushing Supports	Standard LV Bushing Support Assembly
Cabinet hardware	Penta-head cabinet door bolts
IEEE K-Dimension	Loop feed per IEEE C57.12.34-2009 Figure 14A specific dimensions (without bails)
Coatings	Munsell Green (Munsell 7GY 3.29/1.5) topcoat
Notifications	Additional Nameplate (Outside LV Door)
Notifications	Mr. Ouch Decal Assembly--English
Notifications	Non-PCB decal
Gauges & Fittings	Liquid level gauge
Gauges & Fittings	Drain valve (1") with sampler in LV compartment
Gauges & Fittings	Pressure relief device, 35 SCFM
Tank accessories	IEEE standard one-hole ground pads (Qty: 3)
Tank accessories	Ground connectors/lugs (#8 solid - 2/0 stranded) (Qty: 2)
Packaging	Pallet
Cover	Bolted cover

Toc = \$ 12,636.00

Thanks
 Mandy Roberson
 Customer Service Representative
 Gresco Utility Supply, Inc
 mroberson@gresco.com
 800-329-3421 Direct Line: 478-315-0820

1319 Lincoln Avenue Waukesha, WI 53186
 Phone: (262) 524-3221 Fax: (770) 268-7534 E-Mail: KarenAGlenz@Eaton.com

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.



City of Cartersville

City Council Meeting
9/15/2016 7:00:00 PM
Transformer Purchase for voestalpine Expansion

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department needs to purchase three (3) transformers for the voestalpine plant expansion in the Highland 75 Industrial Park. The customer has requested electrical service by the middle of December, 2016. The electric department received bids from 3 suppliers. In order to meet the customers requested construction schedule the Electric Department is asked that council approve the purchase of the three transformers from GRESO. GRESO is not the low cost bidder but they are the only manufacturer that can provide the units in order to meet the construction schedule. See attached bid and delivery information. The total purchase price of the three transformers from GRESO is \$54,765.00. This is a budgeted item in the FY16-17 budget. e-Verify and Save documents are on file for review.
City Manager's Remarks:	
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Don Hassebrock

From: Dennis Baggett
Sent: Monday, September 12, 2016 10:15 AM
To: Don Hassebrock
Subject: Fwd: Building 9/10 electric power
Attachments: 2016_08_18_Terminschiene Milestones.xlsx; ATT00001.htm

See below. CW= calendar week.

Sent from my iPhone

Begin forwarded message:

From: "Rob Noonan" <rsnoonan1@gmail.com>
Date: September 12, 2016 at 9:54:33 AM EDT
To: "Dennis Baggett" <dbaggett@cityofcartersville.org>
Cc: <Oliver.Kaesser@voestalpine.com>, <scott@racogc.com>
Subject: Building 9/10 electric power

Dennis

Building 9 in the attached spreadsheet shows the note that it needs to be ready to receive building 1 assembly equipment by week 50. I will get the Microsoft Project schedule from the contractor that shows the need for power by CW 50 as well. **As the voestalpine "owners representative" for the construction of buildings 1A, 4, and 9/10, I confirm the need for sufficient power to run the assembly equipment scheduled for relocation from building 1, by CW 50 2016.** Let me know what additional data you may require.

Rob Noonan

CW = CALENDAR WEEK

voestalpine Facilities Consultant
 Cell 513-594-6578
Rsnoonan1@gmail.com

From: Oliver.Kaesser@voestalpine.com [<mailto:Oliver.Kaesser@voestalpine.com>]
Sent: Friday, September 9, 2016 10:50 AM
To: Rsnoonan1@gmail.com
Subject: 2016_08_18_Terminschiene Milestones.xlsx

Transformer Purchase

The Electric Department needs to purchase and have received bids for the following transformer.

Transformer Spec: Three (3) 1500 3 phase transformer. High Voltage = 24950GRDY/14400, Low Voltage = 480Y/277, Dead Front, Loop Fed, 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>
GRESKO	ERMCO	\$18,255.00	3	\$54,765.00	\$51,905.00	8 - 10 Weeks	Customer has requested power by Mid-December.
IRBY	GE	\$17,484.00	3	\$52,452.00	\$51,836.50	12 - 14 Weeks	
ANIXTER	ABB	\$18,065.00	3	\$54,195.00	\$49,989.50	18-20 Weeks	

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 Bid from GRESKO for 3 transformers at a total purchase price of \$54,765. This is not the low bid but GRESKO is the only manufacturer that can make delivery in the specified time needed.

9/06/16 14:44:01

ERMCO QUOTE

PAGE 1

CUSTOMER COPY

QUOTE # 441181-00
QUOTED DATE 9/06/16BILL 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 8-10 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 III.A,V.B: DUE TO THE REQUESTED VOLTAGE			
NOT BEING PROVIDED IN THE SPEC, ERMCO WILL			
PROVIDE MANUFACTURE SUGGESTED FUSING FOR ITEM 1.			
-REFERENCE V.C.: IF CLF IS REQUIRED PER PURCHASE			
ORDER PRICING MUST BE ADJUSTED.			
-REFERENCE FIGURE 1: ERMCO WILL PROVIDE 35.5" LV			
COMPARTMENT WIDTH (DIMENSION C). PLEASE SEE THE			
ATTACHED DRAWINGS FOR THE DIMENSIONS ERMCO WILL			
PROVIDE.			
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 3RD QTR 2016 MATERIAL COSTS. NOTE: LEADTIME			
IS SUBJECT TO CHANGE WITHOUT NOTICE! 3RD QTR INDEX			
2016.			

Thanks
Mandy Roberson
Customer Service Representative
Gresco Utility Supply, Inc
mroberson@gresco.com
800-329-3421 Direct Line: 478-315-0821

ITEM 1
ERMCO 3 PHASE PAD TRANSFORMER 3PH-PAD
ITEM# : 1.00
NL= 1585 LL= 9339 IZ=5.100 TL=10924
OPTIONS BEGIN.....
ERMCO ERMCO STD 3PH TRANSFORMER
1500 1500 KVA
G GRDY
205G 24940GY/14400 125 BIL
X HO/XO GROUND
003 2 TAPS 2.5% ABOVE & BELOW

3 # 18,255.00/ea

Toc = \$ 51,905.00

9/06/16 14:44:01

ERMCO QUOTE

PAGE 2

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FORSYTH GA31029

CARTERSVILLE GA30120

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE
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		
S	STAGGERED LV BUSHING ARRANGEMENT		
514	HJ INTRG 14H SPD		
1	LV BUSHING SUPPORTS REQUIRED		
358	DUAL SENSING BAYO & LINK (COOPER)		
A00	STD ISOLATION LINK BY CONFIGURATOR		
000	MILD STEEL TANK & PEDESTAL		
000	MILD STEEL CABINET & SILL		
0	STD CABINET PARTITION		
0	PADMOUNT GREEN FINISH		
0	STANDARD HARDWARE.		
11	SILICON BRONZE PENTABOLT		
1	#10-1 1-WAY TIN PLATED	19-01	
1	S.S. 2HOLE GRD PAD IN PRI & SEC		
00	STANDARD AIR SPACE		
00	GENERIC PR VALVE .25 10PSI 35SCFM		
Z	ERMCO STD DRAIN VALVE W/ SAMPLER		
0	1"NPT FILL PLUG		
Z	SEC ERMCO STD LEVEL GAUGE		
0	NO VACUUM GAGE SELECTED		
0	NO TEMPERATURE GAGE SELECTED		
H	HOT STICK STYLE SWITCH HANDLE		
0	STD TX OIL		
A	STANDARD TWO NAMEPLATES		
00	STD KVA DECAL OUTSIDE		
01	"NON PCB" 1X2 (ERMCO STD)	7-15	
11	"DANGER" MR OUCH GENERIC		
00	NO WARNING DECALS		
99	STD PRIMARY DECAL INSIDE (HV)		
00	NO SECONDARY VOLTAGE DECALS		
16	STENCIL HV & LV BU PER CM71 NOTES		
N	NO SPECIAL TEST NEEDED		
OPTIONS END.....			

Thanks
Mandy Roberson
Customer Service Representative
Gresco Utility Supply, Inc
mroberson@gresco.com
800-329-3421 Direct Line: 478-315-0820

9/06/16 14:44:01

ERMCO QUOTE

PAGE

3

CUSTOMER COPY

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320 S ERWIN STREETATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

CARTERSVILLE GA30120

<u>DESCRIPTION</u>	<u>PRODUCT NUMBER</u>	<u>QTY</u>	<u>UNIT PRICE</u>
100% CTR W/ SHIPMENT			
24 HOUR NOTICE			
FLAT BED SIDE UNLOAD			

Thanks
Mandy Roberson
Customer Service Representative
Gresco Utility Supply, Inc
mroberson@gresco.com
800-329-3421 Direct Line: 478-315-0820



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
09/02/16	S009787622
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		09/02/16		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
3EA		1	*GE HG44P48A2 3PH PAD-MT 1500KVA XFMR HV1 24940GRDY/14400 LV: 480Y/277 DEAD FRONT LOOP FEED WITH TAPS ABOVE AND BELOW NL= 1495 LL= 9854 * DELIVERY 12-14 WEEKS A.R.O.			17484.000EA	52452.00
TOC = \$51,836.50							

* This is a quotation *

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.

For Terms and Conditions, Please See our website.

Subtotal	52452.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	52452.00

** Reprint ** Reprint ** Reprint **



6525 BEST FRIEND RD SUITE 100
NORCROSS, GA 30071

1500 & 2000KVA PADS

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: U00475553.01

www.anixterpowersolutions.com

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

Issued Date: **Aug 31, 2016**

Expiration Date: **Sep 30, 2016**

Sales Contact: **Debbie Livengood**

(P) 407.204.7247

(F) 770.852.9461

debbie.livengood@anixter.com

Attn:

Phone:

Fax:

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		1500KVA 3 PHASE PADMOUNT TRANSFORMER, 24940GRDY/14400 480Y/277, LOOP FEED WITH TAPS, NL 1728, LL 8277, IMP. 5.75, PER SPEC DEL: 18-20 WKS	2	18,065.000	EA	36,130.00
		<i>Handwritten: \$49,989.50 EACH</i>				
2		2000KVA 3 PHASE PADMOUNT TRANSFORMER, 24940GRDY/14400 480Y/277, LOOP FEED WITH TAPS, NL 1789, LL 12,227, IMP. 5.74, PER SPEC DEL: 18-20 WKS	1	24,378.000	EA	24,378.00
		<i>Handwritten: \$66,574.00</i>				
SECTION TOTAL:						\$60,508.00
QUOTE TOTAL:						\$60,508.00

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.

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.



City of Cartersville

City Council Meeting
9/15/2016 7:00:00 PM
July 2016 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the July 2016 financial report. Also attached are the supplemental financial information and the cash position for the same time period.
City Manager's Remarks:	Tom will present this information at the meeting Thursday night.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of July 31, 2016

91 # water						100.00%
	FY 2015-16 MONTH OF July-15	FY 2016-17 MONTH OF July-16	FY 2015-16 Year to Date July-15	FY 2016-17 Year to Date July-16	OF BUDGET (Year to Date)	
GENERAL FUND excluding SLOST, DDA & School System Property Tax Revenue & Expenditures:						
REVENUE	\$1,477,621	\$1,403,205	\$1,477,621	\$1,403,205	6.05%	
EXPENDITURE	\$1,735,059	\$1,733,592	\$1,735,059	\$1,733,592	7.47%	
Gen. Fund Net Profit (Loss)	(\$257,438)	(\$330,387)	(\$257,438)	(\$330,387)		
WATER & SEWER						
REVENUE	\$1,500,980	\$1,543,254	\$1,500,980	\$1,543,254	7.41%	
EXPENDITURE	\$1,255,092	\$811,748	\$1,255,092	\$811,748	3.90%	
Wtr. & Swr. Fund Net Profit (Loss)	\$245,888	\$731,506	\$245,888	\$731,506		
GAS						
REVENUE	\$1,341,125	\$1,241,394	\$1,341,125	\$1,241,394	4.09%	
EXPENDITURES	\$1,332,582	\$1,403,719	\$1,332,582	\$1,403,718	4.63%	
Gas Fund Net Profit (Loss)	\$8,543	(\$162,325)	\$8,543	(\$162,324)		
ELECTRIC						
REVENUE	\$4,796,474	\$4,850,460	\$4,796,474	\$4,850,460	9.76%	
EXPENDITURES	\$4,111,774	\$3,986,556	\$4,111,774	\$3,986,556	8.02%	
Electric Fund Net Profit (Loss)	\$684,700	\$863,904	\$684,700	\$863,904		
STORMWATER						
REVENUE	\$112,921	\$119,639	\$112,921	\$119,639	8.27%	
EXPENDITURE	\$81,099	\$75,315	\$81,099	\$75,315	5.21%	
Stormwater Fund Net Profit (Loss)	\$31,822	\$44,324	\$31,822	\$44,324		
SOLID WASTE						
REVENUE	\$184,922	\$189,502	\$184,922	\$189,502	7.96%	
EXPENDITURE	\$131,688	\$99,388	\$131,688	\$99,388	4.17%	
Solid Waste Fund Net Profit (Loss)	\$53,234	\$90,114	\$53,234	\$90,114		
FIBER OPTICS						
REVENUE	\$151,823	\$169,598	\$151,823	\$169,598	8.95%	
EXPENDITURE	\$73,690	\$63,208	\$73,690	\$63,208	3.34%	
Fiber Fund Net Profit (Loss)	\$78,133	\$106,390	\$78,133	\$106,390		

	Description	7/31/2016	FY 2016 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$1,403,205	\$23,203,830	6.05%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$1,441	\$2,578,225	0.06%
	Local Option Sales Tax (LOST)	\$311,386	\$3,694,800	8.43%
	Other Taxes	\$476,716	\$7,993,365	5.96%
	Building Permit & Inspection Fees	\$25,916	\$220,000	11.78%
	Fines and Forfeitures	\$58,742	\$675,000	8.70%
	Operating Transfers In-City Utilities	\$269,210	\$3,571,700	7.54%
	Other Revenues	\$259,794	\$4,470,740	5.81%
	Total Expenditures	\$1,733,592	\$23,203,830	7.47%
	Personnel Expenses	\$1,273,789	\$16,338,895	7.80%
	Operating Expenses	\$335,208	\$6,042,510	5.55%
	Capital Expenses	\$10,670	\$366,725	2.91%
	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	\$1,543,254	\$20,836,040	7.41%
	Water Sales	\$948,258	\$9,903,000	9.58%
	Sewer Sales	\$544,971	\$5,770,000	9.44%
	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	\$50,025	\$865,000	5.78%
	Total Expenditures	\$811,748	\$20,836,040	3.90%
	Personnel Expenses	\$257,928	\$3,542,720	7.28%
	Operating Expenses	\$144,849	\$3,411,295	4.25%
	Capital Expenses	\$0	\$8,002,000	0.00%
Gas Fund	Transfer To General Fund	\$173,152	\$2,077,820	8.33%
	Debt Payments	\$235,819	\$3,802,205	6.20%
	Total Revenues	\$1,241,394	\$30,336,305	4.09%
	Gas Sales	\$1,067,396	\$18,739,235	5.70%
	Gas Commodity Charge	\$125,651	\$1,300,000	9.67%
	Bond Proceeds	\$0	\$5,449,230	0.00%
	Proceeds from Capital Leases	\$0	\$153,050	0.00%
	Other Revenues	\$48,347	\$1,765,000	2.74%
	Use of Reserves	\$0	\$2,929,790	0.00%
	Total Expenses	\$1,403,718	\$30,336,305	4.63%
	Personnel Expenses	\$143,642	\$2,038,330	7.05%
	Operating Expenses	\$47,451	\$1,821,270	2.61%
	Purchase of Natural Gas	\$954,342	\$13,232,770	7.21%
	Transfer to General Fund	\$255,902	\$3,070,825	8.33%
	Capital Expenses	\$2,381	\$10,173,110	0.02%

	Description	7/31/2016	FY 2016 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$4,850,460	\$49,703,855	9.76%
	Electric Sales	\$4,747,916	\$48,255,720	9.84%
	Other Revenues	\$102,544	\$1,448,135	7.08%
	Total Expenses	\$3,986,556	\$49,703,855	8.02%
	Personnel Expenses	\$172,811	\$2,411,910	7.16%
	Operating Expenses	\$73,412	\$1,397,270	5.25%
	Purchase of Electricity	\$3,502,885	\$41,900,900	8.36%
	Capital Expenses	\$14,061	\$1,313,135	1.07%
	Transfer to General Fund	\$223,387	\$2,680,640	8.33%
Stormwater Fund	Total Revenues	\$119,639	\$1,446,250	8.27%
	Stormwater Revenues	\$118,889	\$1,340,000	8.87%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$750	\$11,250	6.67%
	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	\$75,315	\$1,446,250	5.21%
	Personnel Expenses	\$50,460	\$616,720	8.18%
	Operating Expenses	\$24,855	\$579,465	4.29%
	Capital Expenses	\$0	\$250,065	0.00%
Solid Waste Fund	Total Revenues	\$189,502	\$2,380,750	7.96%
	Refuse Collections Revenues	\$185,586	\$2,181,550	8.51%
	Other Revenues	\$3,916	\$44,200	8.86%
	Proceeds From Capital Leases	\$0	\$155,000	0.00%
	Total Expenses	\$99,388	\$2,380,750	4.17%
	Personnel Expenses	\$74,208	\$1,086,565	6.83%
	Operating Expenses	\$25,180	\$1,139,185	2.21%
	Capital Expenses	\$0	\$155,000	0.00%
Fiber Optics Fund	Total Revenues	\$169,598	\$1,895,220	8.95%
	Fiber Optics Revenues	\$153,119	\$1,785,475	8.58%
	GIS Revenues	\$8,900	\$104,000	8.56%
	Other Revenues	\$7,579	\$5,745	131.92%
	Total Expenses	\$63,208	\$1,895,220	3.34%
	Personnel Expenses	\$57,323	\$751,885	7.62%
	Operating Expenses	\$5,099	\$924,900	0.55%
	MEAG Telecom Statewide Pymt	\$786	\$9,435	0.00%
	Debt Payment to Electric Dept	\$0	\$0	0.00%
	Capital Expenses	\$0	\$209,000	0.00%

9T # wai

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	\$22,707,240.63					
Total Restricted Cash Balance	\$63,414,957.28	\$64,805,227.79					
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 July 2016:
 At the time of this posting, the cash for July has not been allocated (transferred from fund to fund). As a result, the totals for July 2016 may change in the future.
 Unrestricted cash increased due mainly to increase in cash balances in the water fund, the gas fund, the solid waste fund, the electric fund, and the fiber fund.
 Restricted cash increased due mainly to the market value of the pension fund.