



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 – 5/5/2016
**Work Session – NO WORK SESSION
TONIGHT**

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. April 21, 2016 (Pages 1-7)

[Attachments](#)

B. Commendation/Recognition

1. Teachers of the Year (Pages 8-12)

[Attachments](#)

C. Proclamations

1. Georgia Parks and Recreation Association National Water Safety Month (Pages 13-14)

[Attachments](#)

D. Appointments

1. Joint Development Authority (Page 15)

[Attachments](#)

2. Planning Commission (Page 16)

[Attachments](#)

E. Public Hearing - 2nd Reading of Zoning/Annexation Requests

1. File AZ16-02: Deannexation request for property adjacent to 1261 West Avenue by H. F. Johnson Jr. LLC, for expansion of auto repair business. Property is city zoned G-C and would become County Zoned C-1 (Commercial). Said property contains 1.67 acres (Pages 17-30)

[Attachments](#)

F. Contracts/Agreements

1. Assignment of Contract Agreement for ATCO Water Main Replacement Project – Phase I (Pages 31-32)

[Attachments](#)

2. Georgia Transmission Corporation (Pages 33-40)

[Attachments](#)

3. Encroachment Agreement - Georgia Transmission Corp. (Pages 41-49)

[Attachments](#)

G. Other

1. Graphic and Emergency Response Lighting Package for New Fire Dept. Vehicles (Pages 50-52)

[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
5/5/2016 7:00:00 PM
April 21, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review an approval.
City Manager's Remarks:	Minutes from the 4.21.16 Council Meeting are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 April 21, 2016
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Stepp

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; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Catheryn Hembree, Deputy City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Dianne Tate, Council Member Ward Five; Lindsey McDaniel Council Member Ward Four; David Archer, City Attorney and Connie Keeling, City Clerk

II. Regular Agenda

A. Council Meeting Minutes

1. April 7, 2016

A motion to approve the April 7, 2016 City Council Meeting Minutes as presented was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 3-0 with the Mayor making the vote 4-0. Council Member Wren had stepped out.

B. Proclamations

1. National Autism Awareness Month

Mayor Santini read and presented a group from the Autism Community in Cartersville a proclamation declaring the Awareness of Autism in Cartersville. The Autism Society of Georgia desires to use this proclamation to not only create awareness but establish a community of acceptance and inclusion.

C. Public Hearing – 1st Reading of Zoning/Annexation Request

1. File AZ16-02: Deannexation request for property adjacent to 1261 West Avenue by H.F. Johnson Jr. LLC, for expansion of auto repair business. Property is city zoned G-C and would become County Zoned C-1 (Commercial). Said property contains 1.67 acres.

Randy Mannino, Planning and Development Director stated that this Zoning and Annexation request had no conflicts with the other City Departments and all adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino stated that this property is approximately 1.7 acres and is located at 1261 West Avenue. The adjacent Styles Auto Center is in the County's jurisdiction and was developed and constructed under County regulations. They are in need of area to expand and grow their business operation and purchased the subject tract. Having various factors with the floodplain and multiple jurisdictions the new building itself could be spit by jurisdiction lines and the applicant felt that with the existing permitting and coordination already done through the county made it a better option to continue the pursuit with the county and staff does not disagree with that assessment. Mr. Mannino stated that the Planning Commission had recommended approval.

The Mayor called for a public hearing. There being no one to speak for or against the case, the Mayor closed the public hearing. This being a first reading no action is needed.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. AZ16-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by H. F. Johnson Jr. LLC . Property is located 1261 West Avenue. Said property contains 1.661 acres located in the 4th District, 3rd Section, Land Lot(s) 663 as shown on the attached plat Exhibit "A". De-annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 21st day of April 2016.

ADOPTED this the 5th day of May 2016. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

D. Contracts/Agreements

1. Updated Version of Statewide Mutual Aid Agreement

Scott Carter, Fire Chief, stated that this agreement is the updated version of the Statewide Mutual Aid Agreement of Georgia. This is updated every four years and is the basis for the City to request aid during a time of disaster, assist others, or used for potential recovery funds during mitigation and recovery once an incident is declared a disaster. There were two key changes from the 2012 version. First, we will have the right to request aid directly from GEMA without being required to go through our local EMA. Second, allows for addition individuals to be able to request aid within the City if the Mayor is unavailable. Chief Carter recommends approval.

A motion to approve Resolution No. 08-16 was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Resolution No. 08-16

WHEREAS, the Mayor and City Council deems that it is in the best interest of the City of Cartersville and promotes its citizens general health, safety, and welfare to participate in the State Mutual Aid Agreement under the Georgia Emergency Management Act for Bartow County;

WHEREAS, Bartow County has requested that the City of Cartersville enter into the Mutual Aid Agreement with Bartow County, participating cities, and the Georgia Emergency Management Agency/Homeland Security.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of Cartersville that The Statewide Mutual Aid Agreement for Bartow County attached hereto as Exhibit "A" is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement. Furthermore, the authorized representative in addition to the Mayor for said agreement shall be the City Manager, Fire Chief, and Public Works Director and their duly appointed successors. Additionally, the City Manager, and their successor is hereby appointed the Fiscal Officer for said agreement.

BE IT AND IT IS HEREBY RESOLVED this 21st day of April, 2016.

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

ATTEST:

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

2. Amendment to Transco Precedent Agreement

Gary Riggs, Gas Superintendent, stated that this is an amendment to the Transco Precedent Agreement that adds Transco's Station 115 as receipt and delivery points to our firm service contract. Mr. Riggs recommends approval.

A motion to approve the amendment of the Transco Precedent Agreement was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

3. Telecommunications Services Agreement

Dan Porta, Assistant City Manager, stated that the City School System has leased dark fiber from the City of many years and the agreement is up for renewal. The School System went through a request for proposal process and City FiberCom was selected as the winning bidder. The new agreement will start July 1, 2016 and run through June 30, 2021. Mr. Porta recommends approval.

A motion to approve the agreement with the City of Cartersville School System was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

E. Bid Award/Purchases

1. Firewall Support Renewal

Dan Porta, Assistant City Manager, stated that the firewall software is up for annual renewal. The amount is \$8,316.32. The coverage period is June 1, 2016 through May 31, 2017. Mr. Porta recommends approval.

A motion to approve the renewal in the amount of \$8,316.32 was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

2. Biosolids Spreading Equipment Tires

Sidney Forsyth, Assistant Water Superintendent, stated that the Water Department applied biosolids to agricultural land as a soil amendment under an EPD permitted biosolids management program. This is done using two John Deere tractors and a single Kuhn discharge spreader. The Water Departments needs to replace the two rear wheels on the tractors and all four tires on the spreader. Pricing was requested for tires and field installation. North Georgia Tire was the only company to submit a complete bid in the amount of \$5,803.00. Mr. Forsyth recommends approval of using North Georgia Tire and this is budgeted item.

A motion to approve the purchase of new tires and installation by North Georgia Tire for the amount of \$5,803.00 was made by Council Member Hodge and seconded by Council

Member Tonsmeire. Motion carried unanimously. Vote 4-0

3. P2A4 Motor Repair for 150 HP Aerator

Sidney Forsyth, Assistant Water Superintendent, Water Superintendent, stated that one of the 150 horsepower aerator motors burnt up last week. The original quote from Rome Motor Works for repairs was \$2,800.00. The RMW began the repair they found more damage than anticipated. The additional work brings the total repair cost to \$5,892.32. Mr. Forsyth recommends approval and this is a budgeted item.

A motion to approve the repairs done by Rome Motor Works in the amount of \$5,892.32 was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

4. EZ-Go Golf Cart for Park and Recreation Department

Greg Anderson, Director of Parks and Recreation, stated that this new vehicle will be used for Park attendants to patrol the parks and trail system and it will have a rear seat to transport Park patrons that need assistance. Bids were solicited from vendors that only sold EZ-GO Golf Carts. Mr. Anderson recommends approval of the best bid from Happy's Custom Golf Carts in the amount of \$7,950.00. This is a budgeted item.

A motion to approve the purchase of an EZ-GO Golf Cart from Happy's Custom Golf Carts in the amount of \$7,950.00 was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

5. Electric Department Truck Repairs

Don, Hassebrock, Electric Superintendent, stated that the Electric Department had two bucket trucks in the garage for repairs at the same time. The garage said it would take a minimum of two weeks to get both truck repaired. The decision to take one truck to Matthew's Garage was made with input from the garage. The invoice from Matthew's is in the amount of \$5,239.29. Mr. Hassebrock recommends approval and this is a budgeted item.

A motion to approve the payment of Matthew's Garage in the amount of \$5,239.29 was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

F. Monthly Financial Statement

1. February 2016

Tom Rhinehart, Finance Director presented the February 2016 monthly financial statement with comparisons from the previous year of February 2015 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through February 2016. No action is needed by Council.

After announcements a motion to adjourn the meeting was made by Council Member Hodge and needing no second. Motion carried unanimously. Vote 4-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Catheryn Hembree
Deputy City Clerk



City of Cartersville

City Council Meeting
5/5/2016 7:00:00 PM
Teachers of the Year

SubCategory:	Commendation/Recognition
Department Name:	Administration
Department Summary Recommendation:	The teachers that are scheduled to be recognized through Resolutions as the 2017 Teachers of the Year are: • Linda Andrews-- Cartersville Primary • Tiffany Townsend-- Cartersville Elementary • Ashley Chupp-- Cartersville Middle School • Cynthia Voss-- Cartersville High School
City Manager's Remarks:	It has become tradition for Council to honor our teachers of the year. Passage of the attached resolutions is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE
Resolution

CARTERSVILLE PRIMARY SCHOOL

TEACHER OF THE YEAR 2017

WHEREAS, Linda Andrews has been named Teacher of the Year at Cartersville Primary School for 2017, and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

WHEREAS, her leadership has provided a vital service for the children of Cartersville, and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2017 for Cartersville Primary School.

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

Mayor

Attest: _____ City Clerk

May 5, 2016



CITY of CARTERSVILLE

Resolution

CARTERSVILLE ELEMENTARY SCHOOL

TEACHER OF THE YEAR 2017

WHEREAS, Tiffany Townsend has been named Teacher of the Year at Cartersville Elementary School for 2017, and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

WHEREAS, her leadership has provided a vital service for the children of Cartersville, and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2017 for Cartersville Elementary School.

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

Mayor

Attest: _____ City Clerk

May 5, 2016



CITY of CARTERSVILLE

Resolution

CARTERSVILLE MIDDLE SCHOOL

TEACHER OF THE YEAR 2017

WHEREAS, Ashley Chupp has been named Teacher of the Year at Cartersville Middle School for 2017, and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

WHEREAS, her leadership has provided a vital service for the children of Cartersville, and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2017 for Cartersville Middle School.

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

_____ Mayor

Attest: _____ City Clerk

May 5, 2016



CITY of CARTERSVILLE
Resolution

**CARTERSVILLE HIGH SCHOOL
 TEACHER OF THE YEAR 2017**

WHEREAS, Cynthia Voss has been named Teacher of the Year at Cartersville High School for 2017; and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system; and

WHEREAS, her leadership has provided a vital service for the children of Cartersville; and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2017 for Cartersville High School.

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

 Mayor

Attest: _____ City Clerk

May 5, 2016



City of Cartersville

City Council Meeting

5/5/2016 7:00:00 PM

Georgia Parks and Recreation Association National Water Safety Month

SubCategory:	Proclamations
Department Name:	Parks and Recreation
Department Summary Recommendation:	Georgia Parks and Recreation Association is partnering with it recreation agency members to emphasis the importance of water safety. With the opening of the City's outdoor pools, Dellinger and Aubrey St., on Saturday May 21, there could be not better time than to stress the importance of water safety to our park patrons and the citizens of our community. I support and urge Mayor and Cartersville City Council to adopt this proclamation that May is National Water Safety Month.
City Manager's Remarks:	This item is a proclamation. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

- WHEREAS:** Citizens of Cartersville recognize swimming and aquatic-related activities serve as a vital role in physical and mental health and enhance the quality of life for all people; and
- WHEREAS:** Georgia is listed among the top ten states in the Nation for unintentional drownings for children under the age of fifteen; and
- WHEREAS:** The citizens of Cartersville understand education plays an essential role regarding the topic of Water Safety and the prevention of drowning and other recreational water-related injuries; and
- WHEREAS:** City of Cartersville operates and maintains 3-pools for its citizens where water safety and water safety education is the highest priority through well-trained, American Red Cross certified lifeguard staff and swimming lessons that are taught for all ages and park maintenance staff includes 6 Certified Pool Operators that keep the pools clean and water balanced and inviting; and
- WHEREAS:** The citizens of Cartersville are aware of the contributions made by the recreational water industry, as represented by the Georgia Recreation and Park Association through aquatic programs, pools, spas, lakes, and related activities providing healthy places to recreate, learn and grow, build self-esteem, confidence and sense of self-worth which ultimately contributes to the quality of life in our community; and
- WHEREAS:** The citizens of Cartersville recognize the ongoing efforts and commitments to educate the public on pool and spa safety issues and initiatives by the pool, spa, waterfronts, lakefronts, waterpark, recreation and parks industries; and
- WHEREAS:** The citizens of Cartersville, along with Georgia Recreation and Park Association, understand the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, waterfronts, lakefronts, or visitors to waterparks; now
- THEREFORE:** I, Mayor Matthew J. Santini and Cartersville City Council, do hereby proclaim the month of May, 2016, as **National Water Safety Month**.



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

Attest: _____ Mayor
Item # 3
City Clerk



City of Cartersville

City Council Meeting
5/5/2016 7:00:00 PM
Joint Development Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Due to the resignation of Ralph "Sonny" Miller from the Bartow-Cartersville Joint Development Authority, a recommendation for replacement is being sought. This unexpired term will end 12.31.18.
City Manager's Remarks:	An appointment to cover the unexpired term listed above is needed.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
5/5/2016 7:00:00 PM
Planning Commission

SubCategory:	Appointments
Department Name:	
Department Summary Recommendation:	Due to the resignation of Ralph "Sonny" Miller from Cartersville Planning Commission, a recommendation for replacement is being sought. This unexpired term will end 1.31.18.
City Manager's Remarks:	Similar to the JDA item, an appointment is needed to fill the vacancy outlined above.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

5/5/2016 7:00:00 PM

File AZ16-02: Deannexation request for property adjacent to 1261 West Avenue by H. F. Johnson Jr. LLC, for expansion of auto repair business. Property is city zoned G-C and would become County Zoned C-1 (Commercial). Said property contains 1.67 acres

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject property is approximately 1.7 acres and is located at 1261 West Ave north of and adjacent to West Avenue and the railroad between Burnt Hickory Rd and Ladd's Mountain Rd. The tract is a small sliver of the adjacent Clyde Jackson Estate. This is an unusual, but reasonable request do to the circumstances. De-annexation is not a standard practice, and staff typically would not recommend utilizing the method, but does not object based on the information. The adjacent Styles Auto Center is in the County's jurisdiction and was developed and constructed under the County regulations. They are in need of area to expand and grow their business operation and purchased the subject tract. With the extensive flood plain in the area (on existing business tract in County jurisdiction as well as the subject tract), their engineer is in the process of doing the necessary studies and design to make the expansion comply with FEMA guidelines in conjunction with County oversight. Having multiple jurisdictions (County & City) try and coordinate permitting, construction, and inspections would add another layer of complications to the development of the business' expansion, not to mention that a new building itself could be split by jurisdiction lines. The other choice for the applicant could have been to annex the existing business location into the City jurisdiction, but the applicant felt that the existing permitting and coordination already done through the County made it a better option to continue the pursuit with the County, and staff does not disagree with that assessment. Planning Commission recommended approval.
City Manager's Remarks:	This item is unchanged since first reading. The Planning Commission has reviewed this deannexation request and has recommended approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & DE-ANNEXATION SYNOPSIS

Petition Number(s): **AZ16-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **H.F. Johnson Jr LLC**

Representative: **None**

Property Owner: **Same**

Property Location: **1261 West Ave.**

Access to the Property: **Via 1261 West Ave**

Site Characteristics:

Tract Size: Acres: **1.661 acres** District: **4th** Section: **3rd** LL(S): **633**

Ward: **5** Council Member: **Diane Tate**

LAND USE INFORMATION

Current Zoning: **City G-C (General Commercial)**

Proposed Zoning: **County C-1 (Commercial)**

Proposed Use: **Auto Repair**

Current Zoning of Adjacent Property:

North: **City R-20 (Single-family Residential)**

South: **City O-C (Office Commercial)**

East: **City G-C (General Commercial)**

West: **City R-20 (Single-family Residential) & County A-1 (Agriculture)**

The Future Development Plan designates the subject property as: **N/A. Surrounding city property is in the Community Village Center.**

ANALYSIS

City Departments Reviews

Water and Sewer:

WATER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department's water service area. If deannexed, any structure constructed on the property will not qualify for "inside City" water rates which are lower.

SEWER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department's sewer service area. If deannexed, any structure constructed on the property will not qualify for "inside City" water rates which are lower.

Public Works:

No comments

Gas:

The Gas System takes no exception to the following de-annexation request as shown in the attachments.

Electric:

No Comments

Fire:

No Comments

Police:

No Comments

Bartow County government was sent information regarding the de-annexation request and the City received no objection to the application. Additionally, the County Commissioner has approved a resolution supporting the applicants request and outlining how the County will proceed if the City de-annex's. The property is currently zoned GC (General Commercial) and is adjacent to C-1 (General Commercial) in unincorporated Bartow.

REQUEST SUMMARY:

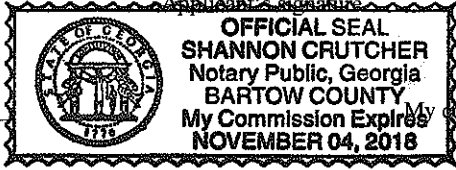
The subject property is approximately 1.7 acres and is located at 1261 West Ave north of and adjacent to West Avenue and the railroad between Burnt Hickory Rd and Ladd's Mountain Rd. The tract is a small sliver of the adjacent Clyde Jackson Estate. This is an unusual, but reasonable request do to the circumstances. De-annexation is not a standard practice, and staff typically would not recommend utilizing the method, but does not object based on the information. The adjacent Styles Auto Center is in the County's jurisdiction and was developed and constructed under the County regulations. They are in need of area to expand and grow their business operation and purchased the subject tract. With the extensive flood plain in the area (on existing business tract in County jurisdiction as well as the subject tract), their engineer is in the process of doing the necessary studies and design to make the expansion comply with FEMA guidelines in conjunction with County oversight. Having multiple jurisdictions (County & City) try and coordinate permitting, construction, and inspections would add another layer of complications to the development of the business' expansion, not to mention that a new building itself could be split by jurisdiction lines. The other choice for the applicant could have been to annex the existing business location into the City jurisdiction, but the applicant felt that the existing permitting and coordination already done through the County made it a better option to continue the pursuit with the County, and staff does not disagree with that assessment.

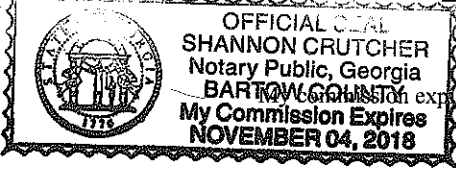
RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

2/29/16 CHECK #
pd4003 400
\$50
\$450 blacDE-
Application for Annexation / ZoningPlanning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600Application Number AZ16-02Hearing Dates PC - 4/12 cc1 4/21
cc2 5/5

Applicant <u>H.F. JOHNSON JR LLC</u> (applicant's printed name)		Business/Cell Phone <u>770-382-1890/770-547-6716</u>	
Address <u>1261 WEST AVE.</u>		Home Phone _____	
City <u>CARTERSVILLE</u>	State <u>GA</u>	Zip <u>30120</u>	Email <u>stylescollision@comcast.net</u>
Representative's printed name (if other than applicant) <u>FRANKIE JOHNSON</u>		Phone <u>7-382-1890</u>	Fax # <u>770-382-6561</u>
Representative's signature <u>[Signature]</u>		Applicant's signature _____	
Signed, sealed and delivered in presence of: <u>Shannon Crutcher</u>		My Commission Expires: <u>11/4/18</u>	
Notary Public			

Titleholder <u>H.F. JOHNSON JR LLC</u> (titleholder's printed name)	Business <u>770-382-1890</u>	Home _____
*attach additional notarized signatures as needed on separate application page		
Signature <u>[Signature]</u>	Address <u>15 FOX MEADOW CT</u> <u>EUHARLEE GA 30145</u>	
Signed, sealed, delivered in presence of: <u>Shannon Crutcher</u>	My Commission Expires: <u>11/4/18</u>	
Notary Public		

Requested City Zoning _____			
Acreage <u>1.661</u>	Land Lot(s) <u>633</u>	District(s) <u>4TH</u>	Section(s) <u>3ED</u>
Location of Property _____ (street address, nearest intersections, etc)			
Reason for requested Annexation / Zoning: <u>DE</u> <u>CUT FILL FLOOD PLAIN PROJECT WITH SOUTHLAND ENGINEERING</u> (attach additional statement as necessary) <u>USING COUNTY AND FEMA ORDINANCES.</u>			

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

SURVEYOR'S CERTIFICATE

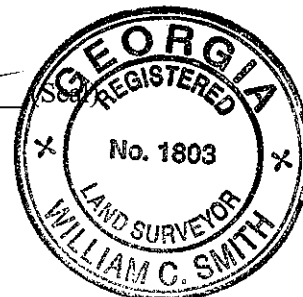
That the undersigned a Georgia Registered Land Surveyor on behalf of the above annexation applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right-of-way; any creek or river; any right-of-way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

2-25-16

Date


Georgia Registered Land Surveyor



ZONING ADMINISTRATOR:

1. Annexation number: _____
2. Yes ____ No ____

The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

3. Survey attached.

Date

Zoning Administrator

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

<u>NAME</u>	<u>ADDRESS</u>
1. Estate of Clyde W. Jackson	478 Mission Rd. Cartersville, GA 30120
2. Floud Family Trust	24 Eucharlee Rd. Eucharlee, GA 30120
3. WOLF LLC	P.O. Box 1312 Cartersville, GA 30120
4. City of Cartersville	P.O. Box 1390 Cartersville, GA 30120
5.	
6.	
7.	
8.	
9.	
10.	
11.	
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18.	
19.	
20.	

Attach additional names if necessary

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

APPLICANT FOR ANNEXATION ACTION CAMPAIGN DISCLOSURE REPORT

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

Date of Application: _____

Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

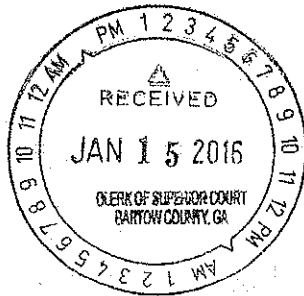
1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

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

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

H.F. Johnson Jr. 2/24/16
Signature Date

H.F. Johnson Jr.
Print Name



DOC# 000478
FILED IN OFFICE
1/15/2016 01:34 PM
BK:2810 PG:432-433
MELBA SCOGGINS
CLERK OF SUPERIOR
BARTOW COUNTY

Melba Scoggins

REAL ESTATE TRANSFER TAX
PAID: \$33.30

PT-61 008-2016-000125

After Recording Return To:
Tilley, Deems & Trotter, LLC
Post Office Box 2943
Cartersville, Georgia 30120

STATE OF GEORGIA
COUNTY OF BARTOW

EXECUTOR'S DEED

THIS INDENTURE, made this the 14th day of January, 2016, between **Susan Fagan Jackson, As Executrix of the Last Will and Testament of Clyde Wilson Jackson aka Clyde W. Jackson,** (hereinafter referred to as the "Deceased"), late of the State of Georgia, and County of Bartow, (hereinafter referred to as "Grantor") and **H. F. Johnson, Jr., LLC** (hereinafter called "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, Executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

Grantor (acting under and by virtue of the power and authority contained in the Last Will and Testament of the Deceased, it having been duly probated and recorded in Court of Probate of Bartow County, Cartersville, Georgia on October 22, 2015), for and in consideration of the sum of Ten NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee his interest in and to the following:

ALL THAT TRACT OR PARCEL OF LAND lying in the City of Cartersville and being in Land Lot 633 of the 4th District, 3rd Section, of Bartow County, Georgia; and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the Deceased.

EXECUTED under seal as of the date above.

Signed, sealed and delivered in
the presence of:

GRANTOR:

Item # 6

Michelle Vanwerker
Unofficial Witness

Susan Fagan Jackson (SEAL)
Susan Fagan Jackson, As Executrix of the

BK:2810 PG:433

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in The City of Cartersville in Land Lot 633 of the 4th District and 3rd Section of Bartow County, Georgia containing 1.661 acres and being more particularly described as follows:

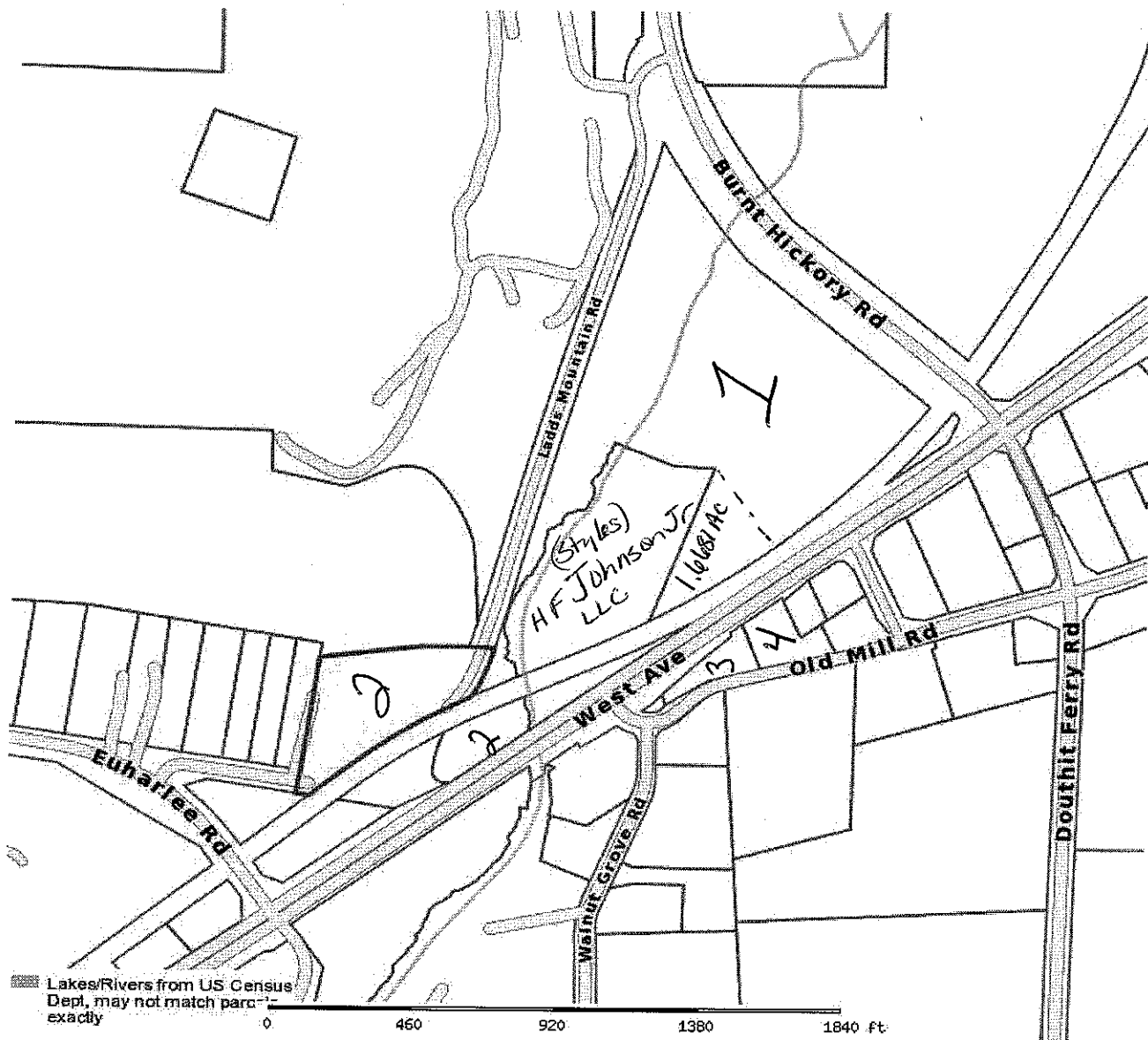
BEGINNING at a point on the Northwestern right-of-way of The CSX Railroad formerly The Seaboard Coastline Railroad (66 foot R/W), which point is 461.88 feet Northeast from the intersection of the Northwestern right-of-way of said railroad with the Centerline of Pettit Creek as measured along the Northwest right-of-way of said railroad;

THENCE North 16 degrees 20 minutes 18 seconds East for a distance of 507.39 feet to a point in the center of an Old Creek Bed, which point is North 16 degrees 20 minutes 18 seconds East a distance of 25.00 feet from an iron pin found;

THENCE North 63 degrees 22 minutes 37 seconds East for a distance of 26.76 feet along the centerline of said Old Creek Bed to a point, which point is North 31 degrees 53 minutes 05 seconds West a distance of 17.00 feet from an iron pin placed;

THENCE South 31 degrees 53 minutes 05 seconds East for a distance of 323.44 feet leaving said Old Creek Bed to an iron pin placed on the Northwestern right-of-way of The CSX Railroad;

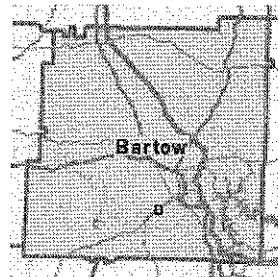
THENCE along a curve to the right having a radius of 2930.49 feet and an arc length of 405.54 feet, being subtended by a chord of South 56 degrees 23 minutes 54 seconds West for a distance of 405.21 feet along the Northwestern right-of-way of said railroad to a point and The Point of Beginning.



Bartow County Assessor

Parcel: 10899 Acres: 0

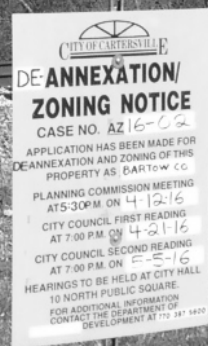
Name:	FLOYD FAMILY TRUST	Land Value	\$ 144,000
Site:	10 EUHARLEE RD	Building Value	\$ 101,800
Sale:	0 on 2014-04-22 Reason=U Qual=I	Misc Value	\$ 41,300
Mail:	24 EUHARLEE RD EUHARLEE, GA 30120	Total Value	\$ 287,100



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

Date printed: 02/22/16 15:54:49

Item # 6



**DE-ANNEXATION/
ZONING NOTICE**

CASE NO. AZ 16-02

APPLICATION HAS BEEN MADE FOR
DE-ANNEXATION AND ZONING OF THIS
PROPERTY AS: BARTOW CG

PLANNING COMMISSION MEETING
AT 5:30 P.M. ON 4-12-16

CITY COUNCIL FIRST READING
AT 7:00 P.M. ON 4-21-16

CITY COUNCIL SECOND READING
AT 7:00 P.M. ON 5-3-16

HEARINGS TO BE HELD AT CITY HALL,
10 NORTH PUBLIC SQUARE.

FOR ADDITIONAL INFORMATION
CONTACT THE DEPARTMENT OF
DEVELOPMENT AT 770.347.1600

3/17/2016 11:55 AM
Cartersville, GA



CITY OF CARTERSVILLE
**DE-ANNEXATION/
ZONING NOTICE**
CASE NO. **AZ16-02**
APPLICATION HAS BEEN MADE FOR
DEANNEXATION AND ZONING OF THIS
PROPERTY AS **BARTOW CO.**
PLANNING COMMISSION MEETING
AT 5:30 P.M. ON **4-12-16**
CITY COUNCIL FIRST READING
AT 7:00 P.M. ON **4-21-16**
CITY COUNCIL SECOND READING
AT 7:00 P.M. ON **5-5-16**
HEARINGS TO BE HELD AT CITY HALL
10 NORTH PUBLIC SQUARE.
FOR ADDITIONAL INFORMATION
CONTACT THE DEPARTMENT OF
DEVELOPMENT AT 770-387-5600

3/17/2016 11:56 AM
Cartersville, GA

Item # 6

Attachment number 1 (page 1)

A RESOLUTION OF THE COUNTY COMMISSIONER OF BARTOW COUNTY SITTING FOR COUNTY PURPOSES FOR THE PURPOSE OF **REQUESTING THE DE-ANNEXATION OF CERTAIN REAL PROPERTY FROM THE CITY OF CARTERSVILLE BACK TO THE UNINCORPORATED COUNTY**; AND FOR OTHER PURPOSES AT THE REGULAR PUBLIC MEETING OF THE COUNTY COMMISSIONER HELD ON THE 16th DAY OF MARCH, 2016.

WHEREAS, H.F. Johnson, Jr. LLC has purchased 1.66 acres located in Land Lot 633 of the 4th District, 3rd Section of Bartow County, laying within the incorporated limits of the City of Cartersville, and more particularly described in Exhibit A attached hereto; and

WHEREAS, H.F. Johnson, Jr. LLC desires to de-annex said property from the City of Cartersville into the unincorporated area of the County; and the Commissioner has objection to same;

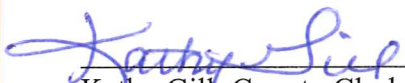
NOW THEREFORE BE IT RESOLVED by the Bartow County Commissioner that the City is requested to proceed with the de-annexation of the property of H.F. Johnson, Jr. LLC as described in Exhibit A hereto;

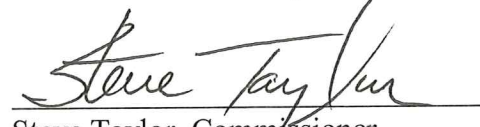
IT IS FURTHER RESOLVED, that once the City de-annexes the property, the County hereby imposes an emergency moratorium on any zoning and development of the de-annexed property so that no development can occur. The County shall not issue any zoning compliance letters, issue any building permits, issue any land disturbance permits, or issue any other permit relating to development or use of the subject property during this moratorium; nor shall the County accept any applications for any of the foregoing. It is the intent of this moratorium to freeze the status quo until such time as the property is zoned under the County's zoning ordinance, at which point the moratorium shall lift. At the latest, the moratorium shall expire 120 days from the date of enactment unless extended.

SO RESOLVED this 16th day of March, 2016.

ATTEST:

BARTOW COUNTY, GEORGIA


Kathy Gill, County Clerk


Steve Taylor, Commissioner

[SEAL]



Item #10



City of Cartersville

City Council Meeting

5/5/2016 7:00:00 PM

Assignment of Contract Agreement for ATCO Water Main Replacement Project – Phase I

SubCategory:	Contracts/Agreements
Department Name:	Water
Department Summary Recommendation:	A contract for water main design, bidding and contract administration was approved by Council with Stevenson & Palmer Engineering, Inc. (SPE) for the ATCO Water Main Replacement Project – Phase I on 2/18/2016. Since that time, SPE has entered into an asset sale agreement with Goodwyn, Mills & Cawood, Inc. (GMC). All SPE staff will be retained in the sale. I have been assured that all staff involved with this project will not change and that the sale is simply GMC expanding into the Georgia engineering market. The attached agreement is our consent to the transfer of the contract we have currently with SPE to GMC. I recommend approval of the Consent to Assignment of Contract agreement.
City Manager's Remarks:	This is an assignment of a previously awarded contract. Its a name change, all other aspects remain the same. This item is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CONSENT TO
ASSIGNMENT OF CONTRACT

The City of Cartersville, Georgia("Client") and Stevenson & Palmer Engineering, Inc., a Georgia professional corporation ("SPE"), entered into that certain ***ATCO Water Main Replacement*** dated ***February 18, 2016*** (as amended, the "Contract"). Client has been informed that SPE intends to enter into or has entered into an Asset Purchase Agreement, pursuant to which SPE will agree or has agreed to sell and assign certain of its assets, including the Contract, to Goodwyn, Mills & Cawood, Inc., an Alabama corporation ("GMC"). It is contemplated that the closing of the sale of assets by SPE to GMC, including the assignment of the Contract to GMC, will occur and be effective as of April 19, 2016. However, such closing may occur and/or be effective on a later date. Client hereby consents to SPE's assignment, of SPE's rights and obligations under the Contract to GMC, all effective as of the closing of the sale and assignment of the assets by SPE to GMC.

DATED: _____

CLIENT NAME:

City of Cartersville

By:_____

By:_____

Name: _____

Name: _____

Title: City Clerk

Title: Mayor



City of Cartersville

City Council Meeting
5/5/2016 7:00:00 PM
Georgia Transmission Corporation

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	Cartersville City Council approved this contract in March 2014 with Georgia Power Company for the relocation of transmission lines and guy wires related to the construction of Leake Mounds-Etowah RiverWalk Trail Link. The only changes in the contract is now agreement is with Georgia Transmission Corporation, instead of Georgia Power Company and the fee for the relocating of these lines/guy wires in the amount of \$15,061.00 is requested to be paid in-advance. I recommend approval of agreement, request Mayor to sign this agreement and any other documents related to this agreement, plus authorize pre-payment in amount of \$15,061.00 This fee will be paid from Recreation Bond funds and is reimbursable from the \$750,000.00 GA-DOT TE grant.
City Manager's Remarks:	Similar to the encroachment agreement, this item deals with relocation of a line for the trails project. Your approval of the name change is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

STATE OF GEORGIA

COUNTY OF DEKALB

AGREEMENT TO MODIFY ELECTRICAL FACILITIES

THIS AGREEMENT dated as of _____, 2016, is by and between GEORGIA TRANSMISSION CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION) [herein called "GTC"] and CITY OF CARTERSVILLE, State of Georgia. [herein called "Owner"].

1. MODIFICATION PROJECT

A. Agreement. GTC and Owner hereby enter into an agreement (the "Agreement") under which GTC, at Owner's expense, shall modify certain electrical transmission structures, conductors, guy wires and related transmission facilities in and about Owner's property at the location hereinafter described (the "Modification Project").

B. Scope of Work. A complete description of the work GTC shall perform under this Agreement is set forth on Attachment A, entitled "Modification Project," which is incorporated into and made part of this Agreement. In exchange for the compensation set forth in Section 3 of this Agreement, GTC promises to perform the work associated with the Modification Project consistent with the terms, conditions and stipulations set forth in this Agreement.

C. Construction Stipulations. The parties agree that the Construction Stipulations set forth in Attachment A to this Agreement are incorporated into and made part of this Agreement.

2. OWNER'S RESPONSIBILITIES

A. Compensation. Owner promises to pay GTC the Compensation set forth in Section 3 hereof.

B. Easement Modification. The Modification Project may result in GTC's facilities being installed on a portion of the Owner's land or adjacent land that is not subject to the Easement For Right-Of-Way ("Easement") GTC presently holds with respect to Owner's property. Owner agrees to any necessary amendment of the Easement or to acquire additional easements from adjoining landowners as may be necessary so that the land description in the Easement conforms to the location of GTC's facilities at the completion of the Modification Project. This amendment shall be accomplished by GTC and Owner executing and recording a Modification of Easement For Right-Of-Way or new Easement for Right-Of-Way for adjacent landowners ("Modification"). Owner shall be responsible for the cost of preparing and recording the Modification or new easement including any required survey work, how-

ever, the Modification of Easement For Right-Of-Way or new easements are subject to the approval of GTC.

C. Owner's Title. Owner represents that Owner owns a fee simple interest in the property that is the subject of the Agreement, and that there are no contracts, governmental orders, judgements, bankruptcies, or other legal restraints against Owner that impair Owner's ability to enter into this Agreement.

D. Cooperation. Owner agrees to cooperate with GTC in its performance of the Modification Project, including but not limited to allowing GTC and its independent contractors access to the project site across Owner's abutting lands. Owner shall ensure that GTC and its independent contractors are given such access as is reasonably necessary for GTC and its independent contractors to perform the work associated with the Modification Project. In the event any employees or contractors of Owner perform or are anticipated to perform work on the project site during the Modification Project, Owner shall take reasonable steps to ensure that any such work does not interfere with GTC's work on the Modification Project.

3. GTC'S COMPENSATION

A. Compensation. Owner acknowledges that the Modification Project is being undertaken at Owner's request because the modification of GTC facilities will benefit Owner's property. GTC estimates that the costs associated with the Modification Project will total \$15,061.00 dollars ("Cost Estimate"). Regardless of the final cost of the Modification Project, Owner agrees to pay GTC for all actual costs of the Modification Project, including all costs and expenses arising from the design, planning, installation, and construction of the Modification Project, less the amount of the application fee previously paid by Owner to GTC pursuant to the GTC Developer Relocation Procedures ("Actual Costs").

B. Payments. Owner shall pay the amount of the Cost Estimate to GTC on or before the date Owner signs this Agreement.

4. DEFAULT, INDEMNITY, REMEDIES

A. Owner's Default. If Owner shall fail to pay the Compensation due GTC hereunder or shall fail to perform any other promise or agreement set forth herein, GTC shall notify Owner in writing of the default, and if Owner fails to cure the default within fifteen (15) calendar days, GTC may exercise all rights and seek any remedies available at law or equity. GTC shall be entitled to recovery of reasonable attorney's fees and costs incurred by GTC in collecting payment of the Compensation upon Owner's default.

B. GTC's Default. If GTC shall fail to construct or complete the Modification Project, and such failure is not caused in whole or in substantial part by action or inaction of Owner,

Owner shall be entitled to a refund of all moneys previously paid to GTC hereunder, shall be excused from paying any additional moneys otherwise payable to GTC under this agreement, and may pursue a legal action against GTC for compensatory damages.

C. When Performance Excused. GTC shall not be responsible or liable in any way for delay or failure to perform its obligations under this Agreement during any period in which performance is prevented or hindered by action or inaction of Owner, acts of God, fire, flood and other weather conditions, laws, rules, regulations and order of any governmental authority, war, labor strikes, or other conditions reasonably beyond GTC's control.

D. Indemnity. Owner agrees to indemnify, hold harmless and defend GTC and its members, directors, officers, employees, agents, contractors, subcontractors and consultants from and against any and all claims, liabilities, losses and expenses (including actual legal fees and costs of investigation or litigation) of every nature and description, presented or brought for any injuries (including death) to persons and for any damages to property arising out of or relating to the Modification Project, work related to or necessary for the Modification Project that falls within the scope of this Agreement, or Owner's performance of, or failure to perform, its obligations under this Agreement, except to the extent such claims, liabilities, losses and expenses arise from the willful acts or negligence of GTC.

E. Waiver of Remedies. Owner waives as against GTC and its members, directors, officers, employees, agents, contractors, subcontractors and consultants any rights to enforce this Agreement by injunction or specific performance. Except for the indemnity obligations of Owner under this Agreement and notwithstanding any other provisions of this Agreement, the sole and exclusive remedy for either party for any liability under this Agreement shall be limited to direct actual damages, and neither party shall be liable to the other party for any special, indirect, incidental, consequential, lost profits or other business interruption damages under, arising out of, due to or in connection with its performance or nonperformance of this Agreement or any of its obligations herein, whether based on contract, tort (including negligence), strict liability, warranty or otherwise.

5. GENERAL PROVISIONS

A. Notices. All notices, requests, statements or payments hereunder shall be sent to the addresses and to the Contact Persons specified in Attachment B to this Agreement. A party may change any of its information on Attachment B by providing notice of same to the other party.

B. Entire Agreement. This Agreement constitutes the entire agreement between Owner and GTC and it is understood and agreed that all undertakings and prior or contemporaneous agreements between the parties relating to the subject matter contemplated by this Agreement, whether oral or written, are superseded hereby. No representation, promise or inducement not included herein shall be binding upon either party.

C. Amendment. No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both of the parties.

D. Georgia Law. Owner and GTC agree that this Agreement shall be interpreted and enforced under the laws of the State of Georgia, without regard to principles of conflicts of law.

E. Successors. This Agreement shall be binding upon and shall insure to the benefit of GTC and Owner and their respective heirs, personal representatives, organizational successors and successors in title.

F. Waiver. No waiver by any party of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults, whether of a like kind or different nature

G. Further Assurances. If any party reasonably determines or is reasonably advised that any further instruments or any other things are necessary or desirable to carry out the terms of the Agreement, the other party shall execute and deliver all such instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Agreement.

6. OFFER AND ACCEPTANCE

This agreement constitutes GTC's OFFER to perform the Modification Project. To ACCEPT, Owner must sign two copies of this Agreement, insert his/its addresses and telephone numbers on all copies of Attachment B, and deliver both copies of this Agreement together with Owner's check for \$15,061.00 dollars not later than May 31, 2016. GTC will return one copy to Owner upon execution.

IN WITNESS WHEREOF, GTC and Owner have signed and sealed two exact copies of this Agreement, thus creating two originals.

Signed, sealed and delivered
in the presence of:

GEORGIA TRANSMISSION CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)

Witness

BY: _____

Title: _____

Signed, sealed and delivered
in the presence of:

CITY OF CARTERSVILLE, STATE OF
GEORGIA

Witness

BY: _____

Title: _____

ATTEST:_____

Title : _____

Approved as to form by:

City Attorney

ATTACHMENT "A"

MODIFICATION PROJECT

Name of Substation or Transmission Line: Cartersville-Cartersville #8 Transmission Line

Project Location: Structures 17 and 23

Description of Modification Work: GTC to relocate appropriate guys and anchors at structure 17 and structure 23 to a distance of no less than 5ft. from edge of proposed trail. Extensions will be added to accommodate approximately 3ft. of fill at structure 17. New anchors at structure 23 will be out of fill area. New anchor locations have been marked in the field for review by Southland Engineering.

CONSTRUCTION STIPULATIONS

1. GTC will provide all engineering and design services, all materials, all labor and all supervision. Owner shall not provide anything.
2. Work shall be performed by qualified, insured independent contractors hired, supervised and paid by GTC.
3. If any contractors, suppliers or laborers file liens against Owner's property, GTC promises to promptly discharge same by payment or bond.
4. Upon completion of the work, GTC will remove all construction debris from Owner's property and, if paving or landscaping was disturbed, will restore said paving or landscaping to a condition equal to or better than existed before GTC's work.
5. GTC reserves the right to make nominal changes in the Modification Project without notice or approval from Owner. A nominal change is any change that does not alter the benefit(s) Owner seeks from the Project or the Compensation payable by Owner.

ATTACHMENT "B" OWNER AND CONTACT INFORMATION FORM

ADDRESSES, TELEPHONE NUMBERS & CONTACT PERSONS

GTC

GEORGIA TRANSMISSION COR-
PORATION (AN ELECTRIC
MEMBERSHIP CORPORATION)

Contact Person (Name & Title):

Mike Shelley

Mailing Address:

2100 East Exchange Place
Tucker, GA 30084-5336

Telephone Numbers:

Office: 770-270-7993

Mobile: 770-861-0223

E-Mail Address:

Mike.Shelley@gatrans.com

OWNER

CITY OF CARTERSVILLE, STATE OF
GEORGIA

Contact Person (Name & Title):

David Moore

Mailing Address:

Telephone Numbers:

Mobile:

E-Mail Address:

dmoore@southlandengineers.com



City of Cartersville

City Council Meeting

5/5/2016 7:00:00 PM

Encroachment Agreement - Georgia Transmission Corp.

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation Department
Department Summary Recommendation:	This agreement with Georgia Transmission Corporation allows Leake Mounds-Etowah RiverWalk Trail Link to encroach through GTC right of way(s). I recommend approval of agreement and request Mayor Santini sign agreement and any other documents related to this agreement with Georgia Transmission Corporation.
City Manager's Remarks:	This is a name change on a previously approved encroachment agreement. The transfer between Georgia Power and GTC is the reason. In all other aspects this remains the same. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Upon Recording Return To:
 MAC HAMILTON
 Georgia Transmission Corporation
 2100 East Exchange Place
 Tucker, GA 30084



GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

APPLICATION # 16-020

SUBJECT: **CARTERSVILLE – CARTERSVILLE #8 TRANSMISSION LINE**

Georgia Transmission Corporation (An Electric Membership Corporation), hereinafter called the "Power Company," hereby consents for **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 **VARIABLE** in width and extending in part through Land Lots **663 AND 706, 4TH** District, 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/are 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 and maintenance of **WALKING TRAIL AND NEW FENCING** 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 Tucker, Georgia, Phone **770-270-7086**, at least three (3) business days prior to any 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 (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 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

Item # 9

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. 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 low growing shrubbery 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 Power Company's structure(s) or attachment thereto. A *planted low growing shrub* is defined as a shrub 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 of Power Company's structure(s) 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, or by other legal and proper authorization (a copy of which will be furnished to Power Company on request), duly authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above. In the event the Undersigned fails to perform as herein provided or shall not have executed and returned this Agreement on or before the 30TH of **JUNE 2016**, this Agreement shall become void and no use shall be made of the Power Company's right(s)-of-way as herein provided. Additionally, Undersigned has a period of three hundred sixty five (365) days from Power Company's execution date, below, to perform the aforementioned Encroachment(s). If Undersigned fails to complete said Encroachments within this time period, this Agreement shall become void and a new Agreement must be executed prior to any further work being attempted.

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

UNDERSIGNED

WITNESS:

BY:

NOTARY PUBLIC: _____

NAME: _____

TITLE: _____

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

**GEORGIA TRANSMISSION CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)**

WITNESS:

BY:

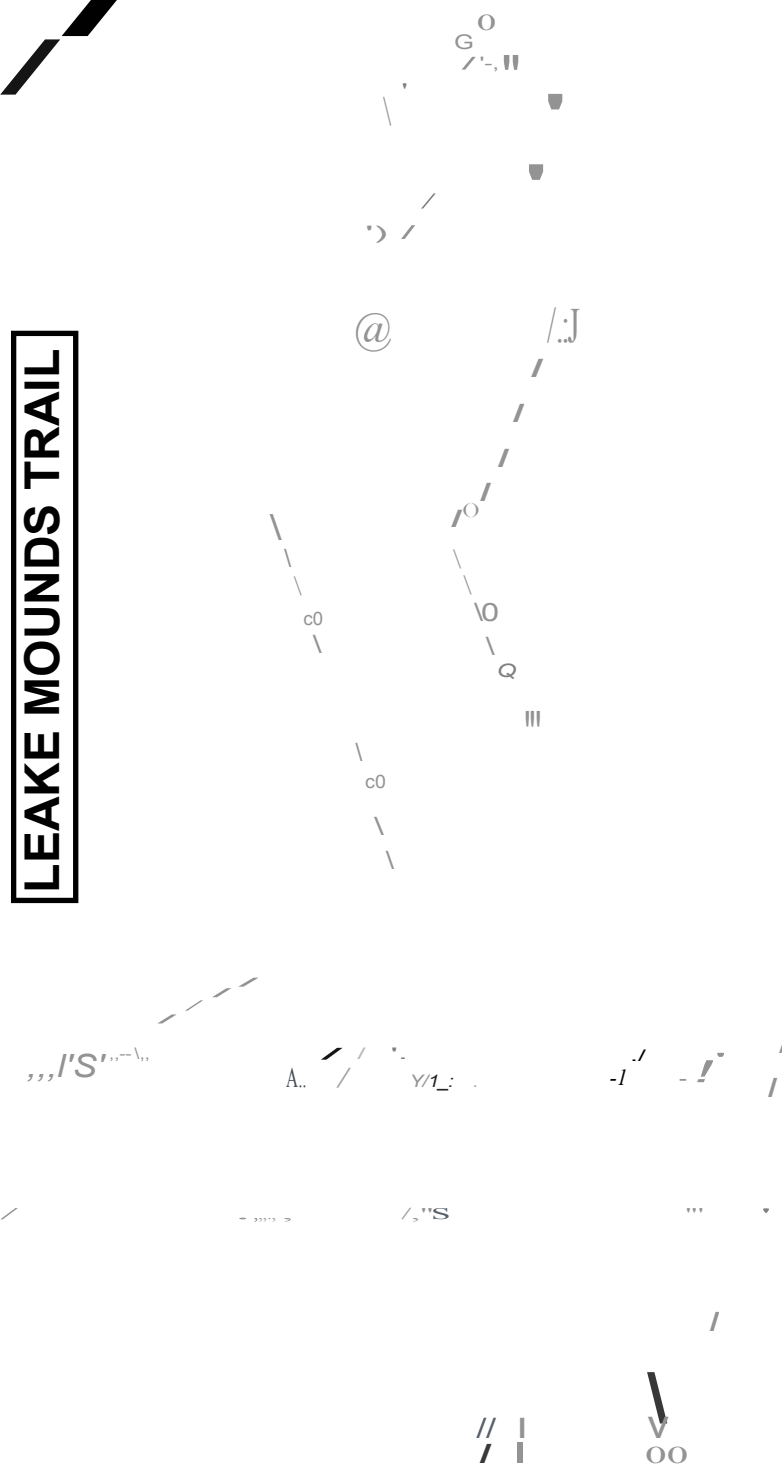
NOTARY PUBLIC: _____

NAME: David Van Winkle

TITLE: VP, Operations and Maintenance

CITY OF C
604 W
CLAYTON W
604 W
CLAYTON W

LEAKE MOUNDS TRAIL



#17
569
329529
e - Cartersville #8 46kV T/L

EXHIBIT "A" SITE PLANS



2. 9

UD.:

ENTRANCE

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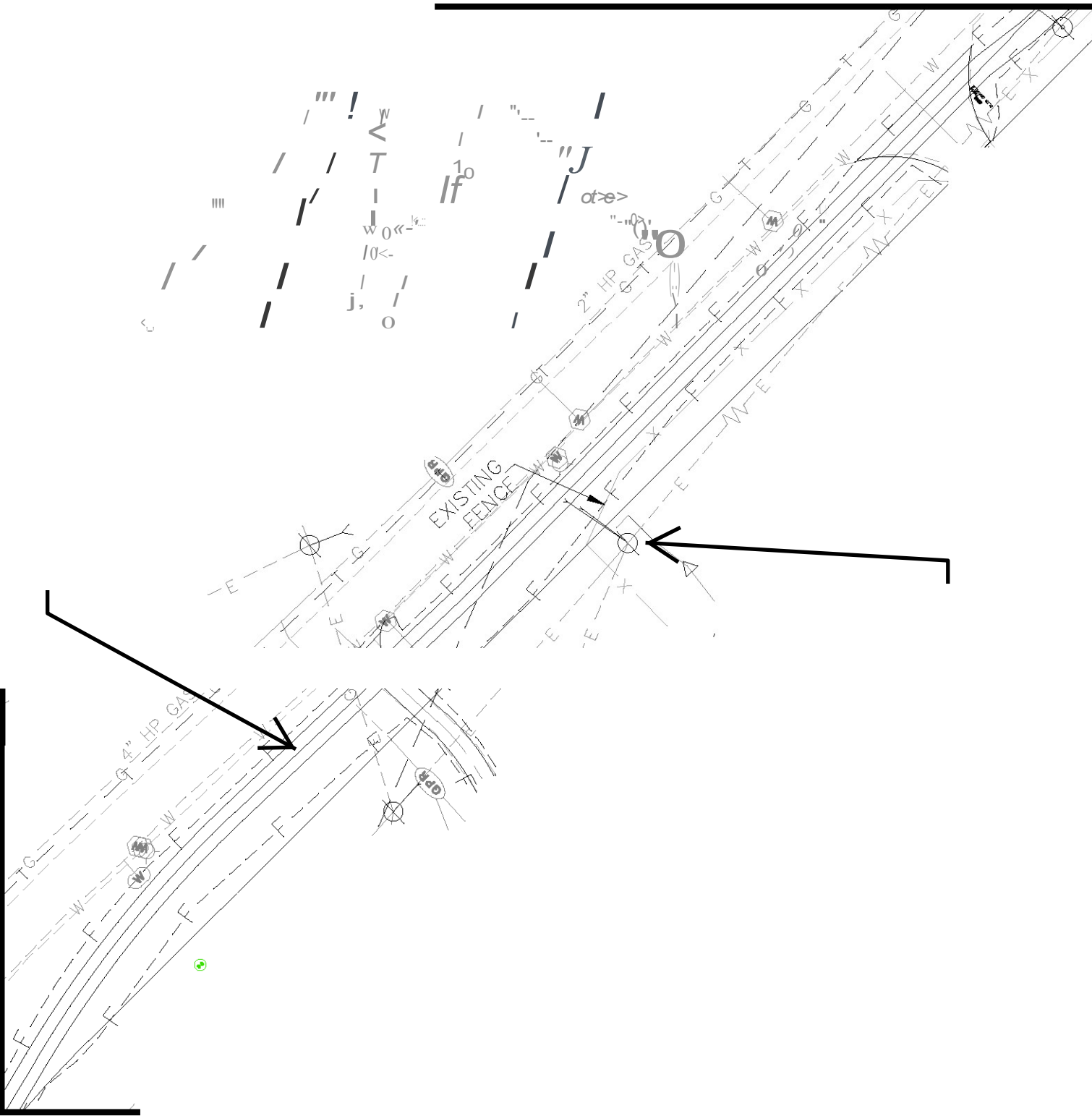
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NO.	REVISION	DATE	BY

DRAWN: D

FILE:

SCALE:



Item # 9

CIT OF CARTERSVILLE, GEORGIA

LAND LOTS 663,706,707,735,778, DISTRICT 4

LEAKE MOUNDS TRAIL

Structure #18

Lat: 34.144885

Long: -84.829393

Cartersville - Cartersville #8 46kV T/L

Structure #19

Lat: 34.144146

Long: -84.829337

Cartersville - Cartersville #8 46kV T/L

EXHIBIT "A" - SITE PLANS

!P.,llf

!l

CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

114 OLD MILL ROAD, CARTERSVILLE, GEORGIA 30120

PHONE : 770.387.0440 FAX : 770.607.5151

SCALE: 1"=30'

ENCHROACHMENT SURVEY FOR
TRANSMISSION CORP.

DRAWN: D.M.

FILE:

DATE: 4/13/16 Item # 9

CHECKED: D.M.

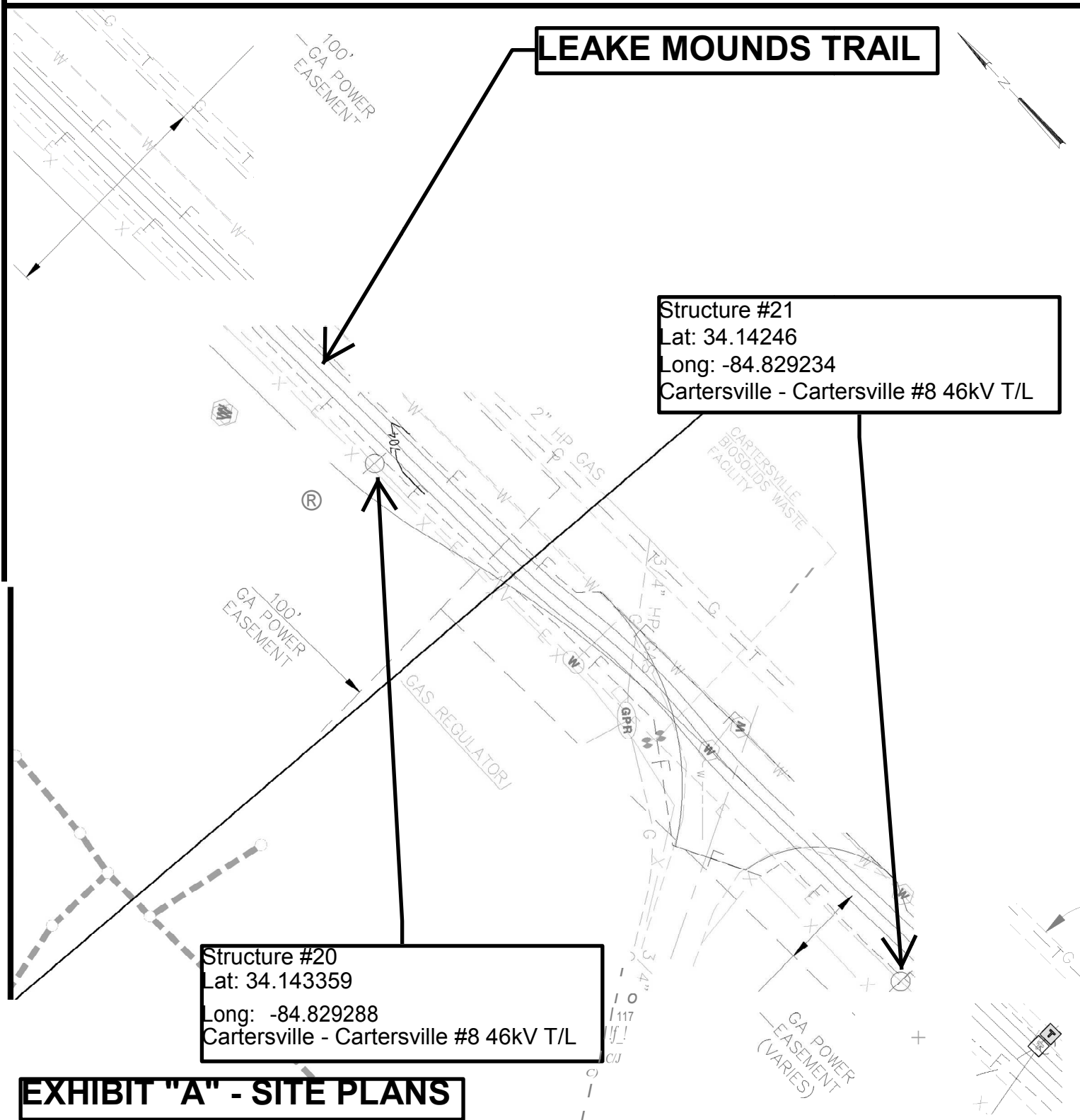
NO. REVISION DATE BY GWINNETT COUNTY

GEORGIA

CSTEE-0008-00(067)

CITY OF CARTERSVILLE, GEORGIA

LAND LOTS 663,706,707,735,778, DISTRICT 4



IP, llf CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS 114 OLD MILL ROAD, CARTERSVILLE, GEORGIA 30120 PHONE : 770.387.0440 FAX : 770.607.5151 ENCHROACHMENT SURVEY FOR GEORGIA TRANSMISSION CORP.				DRAWN: D.M.	
				FILE:	
				SCALE: 1"=30'	
				DATE: 4/ /16	
Item # 9				CHECKED: D.M.	
NO. REVISION DATE BY				GWINNETT COUNTY GEORGIA	
16-020_CityOfCartersville_LeakeMoundsTrl_Bartow				CSTEE-0008-00(067)	
5				Undersigned Initials: _____	

CITY OF CARTERSVILLE, GEORGIA

LAND LOTS 663,706,707,735,778, DISTRICT 4

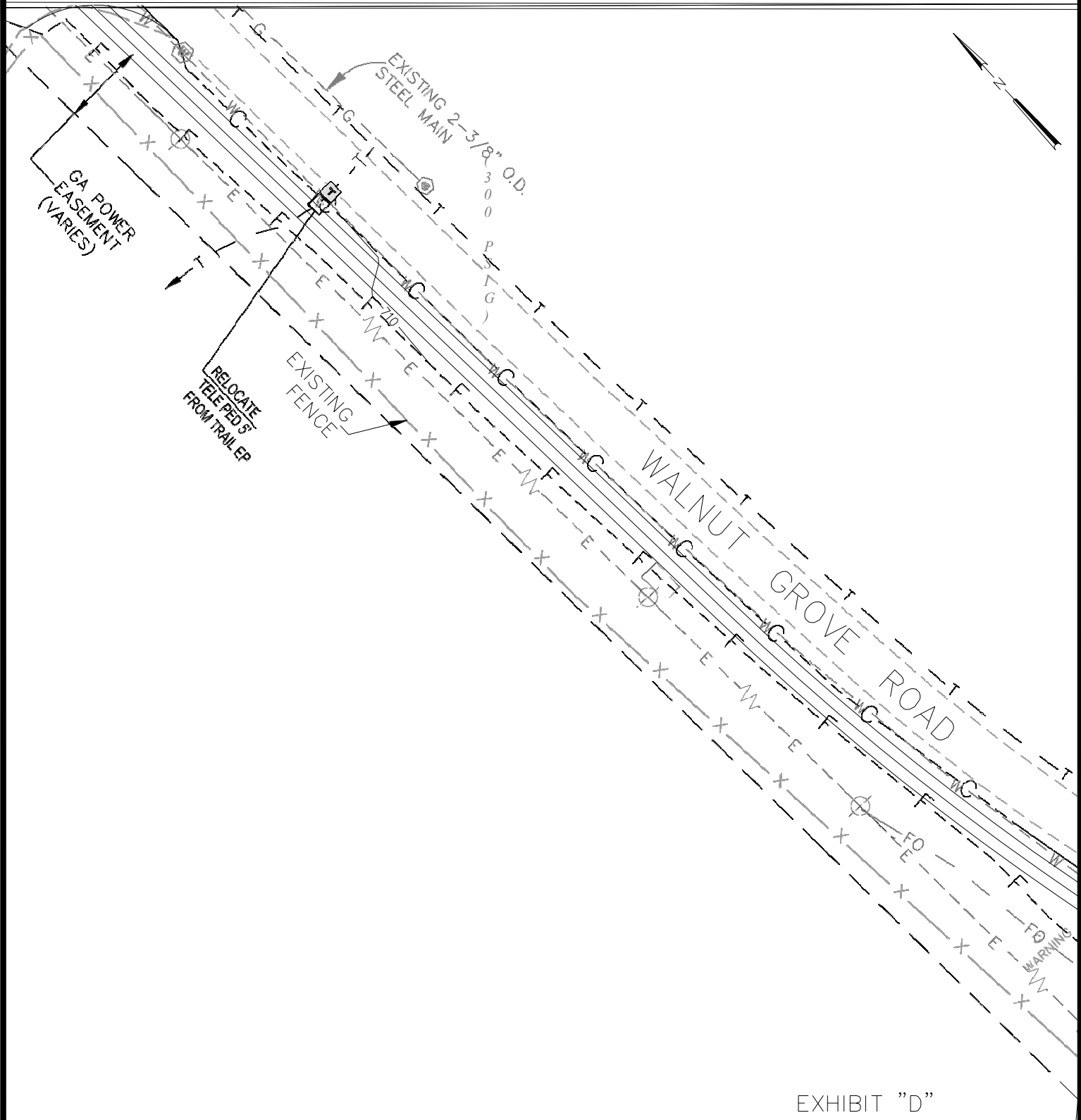


EXHIBIT "D"



ENCHROACHMENT SURVEY FOR
 GEORGIA TRANSMISSION CORP.

DRAWN: D.M.

FILE:

SCALE: 1"=30'

DATE: 4/13/16

CHECKED: D.M.

Item # 9

NO.

REVISION

DATE BY

GWINNETT COUNTY

GEORGIA

CSTEE-0008-00(067)

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WALNUT GROVE ROAD

Structure #22
Lat: 34.141666
Long: -84.829179
Cartersville - Cartersville #8 46kV T/L

Structure #23
Lat: 34.141666
Long: -84.829179
Cartersville - Cartersville #8 46kV T/L

[illegible]

NO.	REVISION	DATE
16-020	CityOfCartersville	LeakeMoundsTrl_Bartow

Attachment number 1 in page 3 of 3



City of Cartersville

City Council Meeting

5/5/2016 7:00:00 PM

Graphic and Emergency Response Lighting Package for New Fire Dept. Vehicles

SubCategory:	Other
Department Name:	Fire
Department Summary Recommendation:	Respectfully request approval of a graphics and emergency response lighting package for the two new vehicles recently purchased for the Fire Department. This will include all required emergency lighting per NFPA 1901 and high visibility graphics. The work will be performed by Coosa Valley Communications of Rome Georgia and Martin Neon Signs of Cartersville. Total cost for lighting and one radio install to Coosa Valley will be \$8510.00. Total Cost for graphics and lettering to Martin will be \$1360.00, bringing the total project request to \$9,870.00. This is a budgeted item under lease pool and the total for this capitol project is \$4, 264.00 below our budgeted amount. Your positive consideration is appreciated.
City Manager's Remarks:	This is for the approval of a bid award for lighting for previously purchased vehicles. Your approval is recommended.
Financial/Budget Certification:	. Total cost for lighting and one radio install to Coosa Valley will be \$8510.00. Total Cost for graphics and lettering to Martian will be \$1360.00, bringing the total project request to \$9,870.00. This is a budgeted item under lease pool and the total for this capitol project is \$4, 264.00 below our budgeted amount.
Legal:	
Associated Information:	



4/26/2016
Corey Smith
Coosa Valley Communications Inc.
10 Bale St.
Rome, GA 30165
coreylamars@hotmail.com
706-291-0034
Fax 706-291-6920

Description	Model #	Color	Qty.	Price Each	Parts extended price w/ labor
Whelen Handheld Controller w/ Viking 100 watt Spk.	HHS2200/Viking		1	550	650
Setina Pushbumper	PB400		1	420	520
Brooking Torrent 54" lightbar w/ TD,AL, and T. ADV.	LTR-6020GJ-0	R/W	1	1250	1350
Brooking 6 head Razr Pushbumper w/ bracket	E10-60202-00	RED	1	330	375
Brooking ST6 Side pushbumper	ST6	RED	2	75	200
Brooking XT12 over rear tire	XT12	RED	2	100	250
Brooking XT12 front fender close to F-150 Emblem	XT12	RED	2	100	250
Brooking ST6 Under Tailgate	ST6	RED	2	75	200
Brooking Halo 9 Drop in LED kit Tailights	HALO 9	W	1	190	240
Bed lighting 36" long strip light both sides of bed	SYLED-STRP36		2	55	155
Radio Install w/ Coax kit			1		130

Truck w/ radio Install Truck:
4320.00
Truck w/ out Radio : 4190.00

TOTAL INSTALL PRICE: \$8510.00

Martin Neon & Signs

65 West Felton rd
Cartersville, GA 30120

Estimate

Date	Estimate #
4/26/2016	140

Name / Address
City of Cartersville Fire Department PO Box 1390 Cartersville, GA 30120

			Project
Description	Qty	Rate	Total
Printing/Install of Vinyl for 2016 Ford F-150 24 Karat Gold Lettering	1	680.00	680.00
Thank you for allowing us to quote your signage needs.			
Subtotal			\$680.00
Sales Tax (0.0%)			\$0.00
Total			Item # 10 \$680.00