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– 9:00 AM – 3/17/2016
Work Session – 8:00 A.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. Swearing in of Civic Youth Day Officials

1. Civic Youth Day Officials (Page 1)

Attachments

B. Council Meeting Minutes

1. March 3, 2016 (Pages 2-9)

Attachments

C. Certification

1. Good Neighbor Homeless Shelter Grant Application (Pages 10-11)

Attachments

D. Appointments

1. Etowah Area Consolidated Housing Authority (Pages 12-13)

Attachments

E. First Reading of Ordinances

1. Amendment to Public Safety - Indoor Firing Range (Pages 14-15)

Attachments

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2. Amendment to Business License - Indoor Firing Range (Pages 16-22)

   Attachments

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

1. File T16-01: Text amendment application by the City of Cartersville to allow Indoor Firing Ranges in certain districts as, and Special Use Standards for Indoor Firing Ranges. (Pages 23-25)

   Attachments

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2. File #SU16-02: Special Use application by Douglas Street United Methodist Church for the addition of a Portable Classroom to be placed on the church property located at 219 Douglas Street. The manufactured building will be used for classrooms. Said Property contains approximately 2.8 acres. (Pages 26-38)

   Attachments

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3. File ZMA 16-01: Zoning Map amendment by the City of Cartersville to include previous years zonings and annexations on the official zoning map. (Pages 39-40)

   Attachments

G. Bid Award/Purchases

1. Fire Dept. Protective Equipment (Pages 41-42)

   Attachments

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2. Fire Dept Breathing Apparatus Replacement (Pages 43-44)

   Attachments

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3. Water Administration Copier (Pages 45-48)

   Attachments

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4. Fiduciary Insurance Policy for Pension Board (Page 49)

   Attachments

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5. Allot Bandwidth Shaper Renewal Agreement (Page 50)

   Attachments

H. Contracts/Agreements

1. Hotel/Motel Tax Compliance Enhancement Program (Pages 51-61)

   Attachments

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2. Pettit Creek Trail phase III - GADOT Memorandum of Understanding (Pages 62-72)

Attachments

I. Other

1. Event Application - Infinity Productions II (Pages 73-83)

   Attachments

J. Monthly Financial Statement

1. January 2016 Financial Report (Pages 84-88)

   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
3/17/2016 9:00:00 AM
Civic Youth Day Officials

SubCategory:	Swearing in of Civic Youth Day Officials
Department Name:	Administration
Department Summary Recomendation:	This is the traditional swearing in of youth day officials. We will have city counterparts and representatives from the schools.
City Manager's Remarks:	This is a ceremonial item requiring no action on the part of City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
March 3, 2016

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

City Council Meeting
10 N. Public Square
March 3, 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 McDaniel

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: 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. David Archer, City Attorney; Kari Hodge, Council Member Ward One; and Taff Wren, Council Member Ward Six were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. February 18, 2016

A motion to approve the February 18, 2016 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

B. Public Hearing – 2nd Reading of Zoning/Annexation Requests

1. File Z16-01: Rezoning application by William Hicks and Patsy H. Wade for property located at 328 Tennessee Street and 143 Douglas Street (approximately 1.53 acres) from M-U (Multiple Use) and R-D (Single Family Duplex) to M-U (Multiple Use)

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that the existing 1.5 acre lot has split zoning (MU & RD). They are currently requesting to rezone it all to MU (Multiple Use). The subject property has a used car lot located along Tennessee Street frontage, and previously had a house behind it with access from Ruby Street. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission had recommended approval of the application.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing.

A motion to approve Ordinance No. 05-16 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 05-16

Petition No. Z16-01

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 William Hicks and Patsy Wade. Property is located at 328 N. Tennessee Street and 143 Douglas Street. Said property contains 1.53 acres located in the 4th District, 3rd Section, Land Lot(s) 383 as shown on the attached plat Exhibit "A". Property is hereby rezoned from MU (Multiple Use) and RD (Residential Duplex) to MU (Multiple Use). Zoning 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 18th day of February 2016.
ADOPTED this the 3rd day of March 2016. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. File SU16-01: Special Use application by J. Austin Pugmire for property located at 328 Tennessee Street and 143 Douglas Street to expand adjacent Pugmire Ford Auto Dealership. Said property contains approximately 1.53 acres.

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that the Ford Dealership on Tennessee Street is looking to expand onto the adjacent tract to the south located on the corner of Tennessee and Ruby Streets with Douglas Street along its western boundary. The Special Use Permit is to expand the dealership onto the subject property. Because a portion of this property could be continued as a used car lot, the upgrades to the site could provide aesthetic benefits. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission had recommended approval of the application.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing.

A motion to approve Ordinance No. 06-16 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 06-16

Petition No. SU16-01

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 William Hicks and Patsy Wade. Property is located at 328 N. Tennessee Street and 143 Douglas Street. Said property contains 1.53 acres located in the 4th District, 3rd Section, Land Lot(s) 383 as shown on the attached plat Exhibit "A". Property is hereby rezoned from MU (Multiple Use) and RD (Residential Duplex) to MU (Multiple Use) with the following special use. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

1. **Expansion of adjacent auto dealership**

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of February 2016.
ADOPTED this the 3rd day of March 2016. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling

City Clerk

C. Appointments

1. Development Authority of Cartersville

Sam Grove, City Manager recommended the re-appointment of Howard Smith to the Development Authority of Cartersville with a term to expire March 20, 2020

A motion to approve the appointment of Howard Smith was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

D. Contracts/Agreements

1. Southern Natural Exhibits

Michael Hill, Assistant Gas Department Superintendent stated that on April 1, 2016, Southern Natural will begin using a new electronic bulletin board (EBB) called DART. In order to make the nomination process easier in DART, it is necessary to change the service type code on some of the city's receipt points. Mr. Hill recommended approval.

A motion to approve the item as recommended was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

E. Bid Award/Purchases

1. Gas Department Uniforms

Michael Hill, Assistant Gas Department Superintendent stated that in order to comply with federal regulations and to protect the employees, staff has requested and received bids to have flame resistant pants, shirts, coveralls and jackets provided for sixteen employees. The low bidder was G & K Services at an approximate cost annually of $16,000.00 and Mr. Hill recommended approval.

A motion to approve the Gas Department Uniforms from G & K Services was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. Electric Department Meter Testing Program

Don Hassebrock, Electric Department Director stated that they annually have a third party contractor to check the accuracy of the meters to the city's larger Industrial and Commercial customers at an approximate total of 55 – 60 meters per year. Mr. Hassebrock stated that he had received three quotes for this work and recommended approval of the low bid from M & R Services.

A motion to approve the low bid from M & R Services was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

3. 1000Kw Generator Service

Bob Jones, Water and Sewer Superintendent stated that in 1999 two Caterpillar (CAT) generators were purchased as a backup power supply for the water pollution control plant (WPCP). Since then crews have conducted light maintenance; however during the last monthly exercise of the 100Kw generator, an alarm showed failures of the standby battery charging system and water jacket heaters. Yancey Power Systems (a CAT Factory Authorized Repair Company) was contacted to diagnose the problem and propose repairs. Mr. Jones stated the proposed cost of these repairs by Yancey is $7,351.85 and recommended approval.

A motion to approve the repairs by Yancey Power Systems was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

4. WPCP: Secondary Screw Pump #1 Bottom Bearing

Bob Jones, Water and Sewer Superintendent stated that the bottom bearing in the #1 secondary screw pump failed rendering the pump inoperable. Staff was able to make repairs immediately because a spare bearing was on the shelf. Mr. Jones stated that he is requesting to order a replacement spare bearing to maintain inventory of critical parts. This is a sole source part and recommended approval to order from Evoqua Water Technologies at a total cost of $12,250.00.

A motion to approve the purchase from Evoqua Water Technologies was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

5. Spare Flygt Mixer for Premix

Bob Jones, Water and Sewer Superintendent stated that the WPCP Premix basin has room for six FLYGT compact submersible mixers. Currently the plant is running on four due to failures in the past that were not repaired or replaced. Mr. Jones stated that he needed to order a spare mixer to be installed in one of the two empty slots to serve as a backup in the event on another failure. This is a sole source item and Mr. Jones recommended approval to purchase this mixer from Xylem (Flygt) at a proposed cost of $14,031.90.

A motion to approve the purchase from Xylem was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

6. Material for Water/Sewer Improvements Related to Park Bond Projects

Greg Anderson, Parks and Recreation Director stated that his department had received quotes for Dellinger Park Water and Sewer Improvements. These improvements are all related to the proposed new buildings and improvements to the existing pool area. These improvements not only are needed because of an aging infrastructure, but because of the diligence of water department a savings of approximately $30-35,000 will be realized by the water department adding a man-hole, allowing Loss & Associates to change the sewer designs. The water department has committed to installing this item and be finished before construction begins on the buildings. Mr. Anderson recommended approval of the low bid for park water/sewer work from Consolidated Pipe & Supply in the amount of $13,967.93.

A motion to approve the purchase from Consolidated Pipe & Supply was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

F. Change Order

1. Pettit Creek Trail Phase III – Change Order Southland Engineering & CSX

Greg Anderson, Parks and Recreation Director stated that a change order has been presented by Southland Engineering for the needed and/or required changes/additions related to the engineering and design of the Pettit Creek Trail Phase III. This change order was mostly prompted by increased environmental ecological required changes and having to change trail design not being allowed at grade crossings by CSX railroad. Mr. Anderson recommended approval of Southland's change order in the amount of $43,611.00.

Mr. Anderson further stated that also included with this item is an Engineering Services agreement with CSX Railroad for the purpose of CSX reviewing and advisement for 2 at grade crossings at existing CSX road crossings (Mission Road & Burnt Hickory Road) and for the proposed trail crossing under the CSX trestle at the convergence of Pettit Creek and Nancy Creek. Mr. Anderson recommended approval of the CSX required engineering services agreement in the amount of $18,590.00. Mr. Anderson also asked for approval for the Mayor to sign any and all documents for these items

A motion to approve the change order, the engineering agreement with CSX, and approval for the Mayor to sign any and all documents for these items was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Mayor Santini stated that there was one item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

G. Added Item

1. Release of Federally Obligated Airport Land

Dan Porta, Assistant City Manager stated that this is for the release of federally obligated airport land that requires the Mayors signature to authorize the release. Mr. Porta recommended approval.

A motion to approve the Mayor to sign all documents related to the release of this property was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Mr. Mack Parnell came forward from Congressman Barry Loudermilks office and gave a legislative update. William Llop came forward to address the council.

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

Meeting Adjourned

/s/ ___________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ______________________________
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Good Neighbor Homeless Shelter Grant Application

SubCategory:	Certification
Department Name:	Administration
Department Summary Recomendation:	This is the annual approval/certification requested in order for the Good Neighbor Homeless Shelter to make application for grant funds from the Georgia Department of Community Affairs. By approving you are saying that based on a review of the application and/or supporting documents that: 1. The Good Neighbor Homeless Shelter is within the jurisdiction of this local government, and 2. They are approved for funding by DCA A copy of the grant application will be available at work session.
City Manager's Remarks:	This will assist the Good Neighbor Homeless Shelter with getting DCA funding. Your approval of this application is recommended.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A

Local Government Approval

This form is required for Emergency Shelter applications only.

To:	Georgia Department of Community Affairs		
Subject:	2016 Application for Emergency Solutions Grants Program (ESG)		
Applicant:	Homeless Shelter Action Committee, Inc	**HMIS Agency Key:**	4166

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

Project Name	**Project Type** – Application I - Emergency Shelter	**HMIS Project Key**	**Amount Requested**
Good Neighbor Homeless Shelter	Emergency Shelter	1807	60,000
		Total DCA Funds Requested:	60,000

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

City of Cartersville

Name of Approving Local Government

By:

Mayor Matt Santini

Name of Authorized Official | Signature of Authorized Official | Date

Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: Christy Hahn, (404) 679-0571, email: christy.hahn@dca.ga.gov.

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Etowah Area Consolidated Housing Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recomendation:	Hazel Stephenson's term on the Etowah Area Consolidated Housing Authority expires as of 4/1/16. Ms. Stephenson has agreed to serve for another five year term ending on 4/01/21.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A

Cartersville / Adairsville

Philya P. Gray
Executive Director

ETOWAH AREA CONSOLIDATED HOUSING AUTHORITY

P.O. Box 514 • 240 Stonewall Street • Cartersville, Georgia 30120 • (770) 382-1414 • TTY (770) 382-3684 • Fax (770) 382-3799

March 7, 2016

Matt Santini
Mayor of the City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

Honorable Mayor Santini;

It is time to reappoint Commissioners whose terms are due to expire on April 1, 2016. The only Commissioner from Cartersville with an expiring term is Vice-Chairperson Hazel Stephenson. I have spoken with her and her desire is to remain on our Board.

Vice-Chairperson Stephenson has been on the Board of the Etowah Area Consolidated Housing Authority since the consolidation of the Housing Authorities of Cartersville and Adairsville - and even before then on the Board of the Housing Authority of the City of Cartersville. She is a great asset to us.

We have accomplished a great deal the past few years - first with the facade in the Stonewall area in Cartersville and the Mauldin Circle and Railroad areas of Adairsville, and parts of the Summer Hill area - and now with the interior renovations in Fairview Circle, Mauldin Circle and Carter Street. There is still much to be done, but we can only take it one step at a time as the funds are available. Having a background in banking gives Vice-Chairperson Stephenson an understanding of what we face.

If you have any questions, please do not hesitate to contact me ~ (770) 382-1414, or e-mail me at philya@etowahha.org.

Respectfully,

Philya

Philya P. Gray
Executive Director

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Amendment to Public Safety - Indoor Firing Range

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recomendation:	This ordinance allows the discharge of firearms in the City jurisdiction as long as it is in the confines of an approved firing range.
City Manager's Remarks:	This ordinance works with the business regulation section of our code. It allows firearms discharge as long as it is in an indoor range. Again, this is pursuant to a request for such. Your approval of this change is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.______

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 11. MISCELLANEOUS PROVISIONS AND OFFENSES, ARTICLE IV. OFFENSES INVOLVING PUBLIC SAFTEY. SEC. 11-143. DISCHARGING FIREARMS IN CITY** is hereby amended by adding a new paragraph (c) as follows:

1.

(c) Discharging firearms is allowed at an Indoor Firing Range where firearm discharges are totally confined, including sound emissions.

2.

All other provisions of Section 11-143 are to be unaltered and shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________________
SECOND READING: ______________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ____________________________
CONNIE KEELING, CITY CLERK

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Amendment to Business License - Indoor Firing Range

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recomendation:	This ordinance amendment provides for standards of the establishment and operation of a firing range in the City.
City Manager's Remarks:	We have had a request to allow this use in the City. Presently it isn't allowed by the business section of our code. This ordinance allows that use if passed. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.______

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 10. MISCELLANEOUS BUSINESS REGULATIONS** is hereby amended by adding a new Article XV. Indoor Shooting Ranges as follows:

1.

ARTICLE XV - INDOOR SHOOTING RANGES

Sec. 10-546. - Indoor shooting ranges permitted.

Indoor shooting ranges (hereinafter referred to as "ranges") are hereby allowed in the City of Cartersville, Georgia, subject to the terms, conditions and regulations set out and specified in this section. The term "range" is defined as a room, place or enclosure wherein the firing of firearms is permitted to practice marksmanship.

Sec. 10-547. - License required.

It shall be unlawful for any person, association, partnership or corporation to operate a Range within the City of Cartersville without a license to do so. The annual fee shall be as required in Section 10-174 and 17-81.

Sec. 10-548. - Licensee qualifications.

(a) No license to operate a range shall be granted to any person who, has ever been convicted of a felony or has within five (5) years prior to the filing of the application for such license, has been convicted under any federal, state or local law of any offense involving the possession or use of firearms, any misdemeanor involving moral turpitude, or of any felony. For the purposes of this section, a plea of nolo contendere shall constitute a conviction.

(b) No license for operation of a range shall be granted to any person who has had any city license revoked within two (2) years prior to the filing of the application.

Sec. 12-549. - License application.

(a) Every applicant for a license shall make written application to the Planning and Development Department on forms prescribed by the Planning and Development Department. All applications shall be accompanied by a certified check/cash for the full amount of the license fee, together with a separate check or cash in the amount of one hundred dollars ($100.00) to defray investigative and administrative costs.

(c) Every application for a license shall be accompanied by one (1) or more fully completed background questionnaires on forms prescribed by the Planning and

Development Department. The background questionnaire shall be completed by the owner and primary operator of the range. If the owner is a corporation or partnership, each officer and director of the corporation and each general partner of the partnership shall provide a background questionnaire.

(d) The Planning and Development Director or his/her designee shall review the application and shall send a copy to all affected departments of city government to determine compliance with city regulations and laws, and to the police department to investigate the character and reputation of the applicant and other parties required to submit background questionnaires.

Sec. 10-550. - General regulations for ranges.

(a) Buildings containing ranges shall have walls, ceilings and floors that are either impenetrable to the bullets of the firearms being used within it, or have internal baffling built so that the bullets cannot hit the walls or ceilings. Provisions shall also be made to stop glancing bullets or particles of bullets at the sides of the target area. Specifications must be included with the application.

(b) A system of ventilation shall be installed within the range in accordance with the standards and requirements of the Environmental Protection Agency (the "EPA").

(c) The range shall be so constructed and insulated that the discharge of firearms within it shall not disturb persons outside the premises. The discharge of firearms shall be deemed to constitute a disturbance if the noise level exceeds sixty-five decibels (65dBA) at a distance of fifty (50) feet or more from the building containing the range. Sound measurements shall be made with a sound level meter.

(d) Hearing protection which fully cover the shooters' ears will be provided by the range and made available for all shooters or other persons in the firing area.

(e) There shall be one (1) instructor for each six (6) firing points in use. All instructors will be required to be certified by the National Rifle Association or similar organization satisfactory to the city. The owner of the range shall require personnel, instructors and attendants to be at least eighteen (18) years of age.

(f) No person under the age of eighteen (18) years shall be permitted to enter a range unless accompanied by an adult.

(g) No weapons other than handguns with a rating equal to or less than ATI Class 1 500 Mag or e rifles with a rating equal to or less than ATI Class 2 300 Win Mag shall be allowed on the premises. All weapons brought into the range shall be in a case designed for the weapons so that no part of the weapon will be visible. Certified law enforcement officers are exempt from the provisions of this article.

(h) Loaded weapons shall only be allowed in the firing area of the range and shall not be permitted in any other place inside the building or premises or within the property boundaries outside the building; except as otherwise provided for by Georgia Law..

(i) Not more than one (1) person shall shoot from a firing point at one (1) time. All of the persons except instructors must stand behind the firing point. No person shall be allowed in front of a firing point at any time during operating hours except instructors and/or employees and law enforcement officers.

(j) An emergency system shall be installed within each range, capable of alerting the people on the range to stop firing immediately.

(k) It shall be unlawful for any person operating a range to permit any person or persons to bring any alcoholic beverages on the premises of any range, or to permit the consumption of alcoholic beverages on the premises or to permit alcoholic beverages to be left at any place on the premises. It shall also be unlawful for any person operating a range to permit any intoxicated person to be or remain in the premises of a range.

(l) It shall be unlawful for any person operating a range to permit any form of gambling or wagering.

(m) It shall be the responsibility of the licensee or instructor to brief patrons concerning the rules and regulations in the range before they are permitted to use the firing range. The licensee shall keep posted in a conspicuous place inside the building and outside the building a sign stating the rules and regulations of the range.

(n) All ranges shall be subject to all requirements of the Occupational Safety and Health Act, and the National Institute for Occupational Safety and Health.

(o) The above rules are required to be posted in an area open and visible to the public.

Sec. 12-551. - Location; hours of operation.

(a) No range shall be located within two- hundred (200) feet of any parcel of land which is zoned for residential uses or purposes. No range shall be located within any zoning category other than (G-C) General Commercial or Light Industrial (L-I) as defined in the City of Cartersville Zoning Ordinance.. The measurement of distances for the purposes of this section shall be from property line to property line along the shortest possible straight line distance, regardless of any customary or common route or path of travel, i.e. "as the crow flies".

(b) No range shall be open for business between the hours of 12:00 midnight and 6:00 a.m.

Sec. 12-552. - Suspension or revocation of license.

The Planning and Development Director may suspend or revoke the license of any licensee found to have violated any provision of this section. However, no license shall be suspended or revoked without the opportunity for a hearing before the city council. Any licensee desiring a hearing shall, within fifteen (15) days of being notified of an ordinance violation, file a written petition for a hearing in the office of Planning and Development. A hearing shall be conducted by the city council within thirty (30) days of the filing of the petition, unless a continuation of such date is agreed to by the licensee and the City Manager. The licensee shall have the right to be represented by an attorney at the hearing, at the expense of the licensee. The findings of the city council shall be forwarded to the Planning and Development Director after the conclusion of the hearing and it shall be the duty of the Planning and Development Director to notify the licensee of the action of the city council. The findings of the city council shall be final. The findings of the city council may be appealed to the Superior Court of the county within thirty (30) days of the date of the findings; provided, however, that the findings shall not be set aside unless found to be contrary to law or ordinance, or unsupported by any evidence on the record as a whole. For the purposes of this section, notice shall be deemed delivered when personally served or, when served by mail, within three (3) days after the date of deposit in the United States Mail. An appeal stays the Order of the Planning and Development Director or City Council.

Sec. 12-553. - Criminal penalties.

(a) Any person, firm or corporation operating a range within the municipality without having obtained a license as provided for in this section, shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not more than one thousand dollars ($1,000.00); and each day the range is operated without a license shall be a separate offense.

(b) Any licensee who violates any provision of this section shall be guilty of a misdemeanor and upon conviction shall be fined in an amount not more than one thousand dollars ($1,000.00); and each violation thereof shall constitute a separate offense and shall be punishable as such.

Sec. 12-554. - Unlawful operation declared nuisance.

Any range operated, conducted or maintained contrary to the provisions of this article shall be and the same is hereby declared to be unlawful and a public nuisance. The city may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings for abatement, removal or enjoyment thereof, in the manner provided by law.

Sec. 12-555. - Liability insurance

(a) The owner of the range, whether individual, or corporate or other business entity, shall carry liability insurance protecting the general public and users of the range against any injury resulted from the discharge of firearms in the range in the amount of not less than five hundred thousand dollars ($500,000.00) bodily injury and one hundred thousand dollars ($100,000.00) property damage.

Sec. 12-556. - Miscellaneous.

(a) The provisions of this article regulating the operation of ranges are declared to be the minimum standards for the operation of a range. The operator of a range shall also be required to comply with any applicable county, state or federal regulations. Nothing in this article shall be deemed to permit or condone any activity which is otherwise declared to be unlawful by any applicable county, state or federal regulation.

(b) The provisions of this article are severable, and if any provision or section is determined to be invalid by a court of competent jurisdiction, the remaining provisions of this article shall remain in full force and effect.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________________
SECOND READING: ______________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ______________________________
CONNIE KEELING, CITY CLERK

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
File T16-01: Text amendment application by the City of Cartersville to allow Indoor Firing Ranges in certain districts as, and Special Use Standards for Indoor Firing Ranges.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recomendation:	The City ordinances currently do not allow for the discharge of firearms in the City. This ordinance also includes indoor firing range facilities. There have been discussions with the Police Chief, Planning & Development Director, City Attorney's office and others about the possibility of modifying the general ordinance to allow for Indoor Firing Ranges. If said general ordinance is changed, the City's zoning ordinance would also have to be modified to provide for zoning districts where this use would be appropriate. We have provided some potential zoning ordinance changes for review. The two (2) districts we are considering are the G-C (general commercial) and the L-I (light industrial). These districts were chosen because of other indoor recreation and training type facilities that are already allowed in these districts. PLANNING COMMISSION RECOMMENDATION: APPROVAL
City Manager's Remarks:	This is the zoning code change that works with the other two ordinances on the agenda allowing indoor firing ranges. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.______

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 26. ZONING. ARTICLE IX. COMMERCIAL DISTRICT REGULATIONS. Section 9.6 – G-C. General Commercial District. Subsection 9.6.2. Use Regulations. A. Permitted Uses** is hereby amended by adding the following permitted use to said subsection as follows:

1.

Indoor Firing Range

2.

All other provisions of Section 9.6.2 - G-C are to be unaltered and shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________________
SECOND READING: ______________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ____________________________
CONNIE KEELING, CITY CLERK

Ordinance no.______

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 26. ZONING. ARTICLE X. INDUSTRIAL DISTRICT REGULATIONS. Section 10-1 – L-I. Light Industrial District. Subsection 10.1.2. Use Regulations. A. Permitted Uses** is hereby amended by adding the following permitted use to said subsection as follows:

1.

Indoor Firing Range

2.

All other provisions of Section 10.1.2 - L-I are to be unaltered and shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________________
SECOND READING: ________________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ______________________________
CONNIE KEELING, CITY CLERK

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
File #SU16-02: Special Use application by Douglas Street United Methodist Church for the addition of a Portable Classroom to be placed on the church property located at 219 Douglas Street. The manufactured building will be used for classrooms. Said Property contains approximately 2.8 acres.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recomendation:	The Church has been operating at the current location for many years. Current ordinance guidelines require a Special Use be granted for the establishment of a religious institution in the majority of the zoning districts. The ordinance does allow for the continuation of a non-conforming use. However, the applicant is in the process of bringing in a modular classroom which is considered an expansion. The Special Use approval does bring the zoning into compliance, and allow for the expansion of the use. The applicant would still be required to comply with applicable building and fire code requirements of the new structure after approval of said Special Use. PLANNING COMMISSION RECOMMENDATION: *APPROVAL, subject to the portable classroom being approved for seven (7) years. At said time owner should either be ready to build a permanent structure, or come back through the process to seek a time extension.
City Manager's Remarks:	Your approval of this item is recommended by the Planning Commission. Note that it does recommend a time limit of (7) years for placement of the modular unit.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU16-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Douglas Street United Methodist Church**

Representative: **Charles Hudson, Trustee & Angela Rivers (Rev)**

Property Owner: **Douglas Street UMC**

Property Location: **219 Douglas Street**

Access to the Property: **Douglas Street and MLK Jr BLVD**

Site Characteristics:

Tract Size: Acres: **2.80 acres** District: **4th** Section: **3rd** LL(S): **383**

Ward: **4** Council Member: **Lindsey McDaniel**

LAND USE INFORMATION

Current Zoning: **MU (Multiple Use) & RD (Residential Duplex)**

Proposed Zoning: **Same**

Proposed Use: **Add portable classroom to site (Grandfathered site w/ no previous SUP)**

Current Zoning of Adjacent Property:
North: **RD (Residential Duplex)**
South: **MU (Multiple Use)**
East: **MU (Multiple Use)**
West: **RD (Residential Duplex)**

The Future Development Plan designates the subject property as:
North Town Revitalization Area with recommended zoning districts O-C, M-U, P-S, and P-D.

City Departments Reviews

Water and Sewer:
No objections

Public Works:
Public Works takes no issue. However, there could be a slight adjustment to the Stormwater fee.

Gas:
No objections.

Electric:
They need to be aware that we will have to relocate an existing light pole that is in conflict with the proposed location of the building. That new pole location may also be the electrical service pole for the building. We can get more specific in the meeting.

Fire:
Mobile/Portable classrooms must be located not less than 25 feet from any other buildings or structures and 10 feet from any other mobile classroom. The shed noted on the survey is much less than 25 feet from the proposed mobile classroom.

Police:
No comments.

SPECIAL USE REVIEW

The Church has been operating at the current location for many years. Current ordinance guidelines require a Special Use be granted for the establishment of a religious institution in the majority of the zoning districts. The ordinance does allow for the continuation of a non-conforming use. However, the applicant is in the process of bringing in a modular classroom which is considered an expansion. The Special Use approval does bring the zoning into compliance, and allow for the expansion of the use. The applicant would still be required to comply with applicable building and fire code requirements of the new structure after approval of said Special Use.

Please review the following findings, as stated in the Zoning Ordinance, which are to be utilized in determining justification for approval or denial of special use request(s).

ARTICLE XVI. SPECIAL USES

Sec. 16.1. Scope and intent.

A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.
B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a Special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by Special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

A. The standards for the Special use as specified herein can be met;
B. Recommendations have been received from the planning and development staff and other appropriate City departments.
C. A public hearing has been held in relation to the Special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and
D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:
   1. The effect of the proposed activity on traffic flow along adjoining streets;
   2. The availability, number and location of off-street parking;
   3. Protective screening;
   4. Hours and manner of operation of the proposed use;
   5. Outdoor lighting;
   6. Ingress and egress to the property; and
   7. Compatibility with surrounding land use.

B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

HOW GENERAL STANDARDS ARE MET (per applicants written comments)

General Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met: The proposed addition will have no effect on traffic flow.

General Standard #2: The availability, location, and number of off-street parking.

How Standard #2 has / will be met: There are 35 parking spaces available in church parking lot after placement of portable unit. Additional overflow parking is available on the church lot across street and is utilized 1-3 times a year already.

General Standard #3: Protective screening.

How Standard #3 has / will be met: There is a fence already in place. Landscaping as needed will be added as directed by the office of Planning and development.

General Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: No change from current church schedule; Worship 10:00AM on Sundays, After School Program Mon,Tues,Thur, 3:00-6:00PM, other times for small group and special programs.

General Standard #5: Outdoor lighting

How Standard #5 has / will be met: One existing light will be moved, but remain in the same area. There are three additional security lights in place.

General Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Not affected.

General Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: The property is already in use for religious and educational purposes.

Specific Standards:

16.4.12. Religious institution.

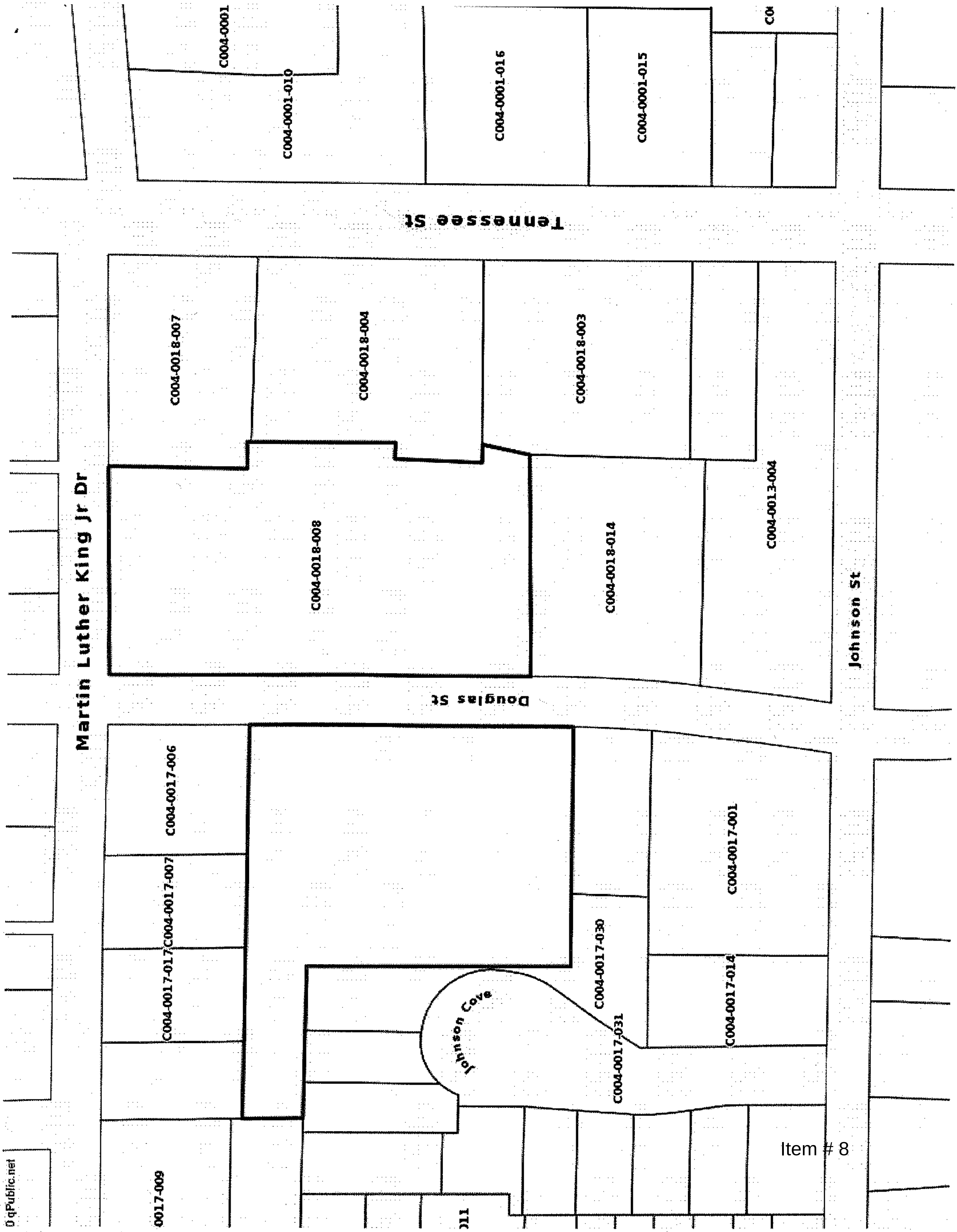
A. Allowable districts: AG, R-20, R-15, R-10, R-7, R-D, RA-12, P-S, M-U, N-C, DBD, O-C, G-C, L-I.

B. Standards:

1. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines adjoining a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
2. A cemetery use in conjunction with a religious institution in a residential district shall not be allowed.
3. Noise levels in decibels measured at the property line adjacent to single-family residential uses shall not exceed seventy (70) decibels. Noise levels are measured as constant, consistent sounds and not intermittent noise. All measurements shall be taken at property lines. It is the intent of this section to regulate noise in a manner to prohibit it from exceeding levels of sound that could become a nuisance to adjacent property under Georgia law.

Staff Recommendation: No objection with acknowledgment and compliance of department comments.

PLANNING COMMISSION RECOMMENDATION: APPROVAL, subject to the portable classroom being approved for seven (7) years. At said time owner should either be ready to build a permanent structure, or come back through the process to seek a time extension.


C004-0001
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C004-0001-015
Tennessee St
C004-0018-007
C004-0018-004
C004-0018-003
C004-0018-008
C004-0018-014
C004-0013-004
Martin Luther King Jr Dr
Johnson St
Douglas St
C004-0017-006
C004-0017-007
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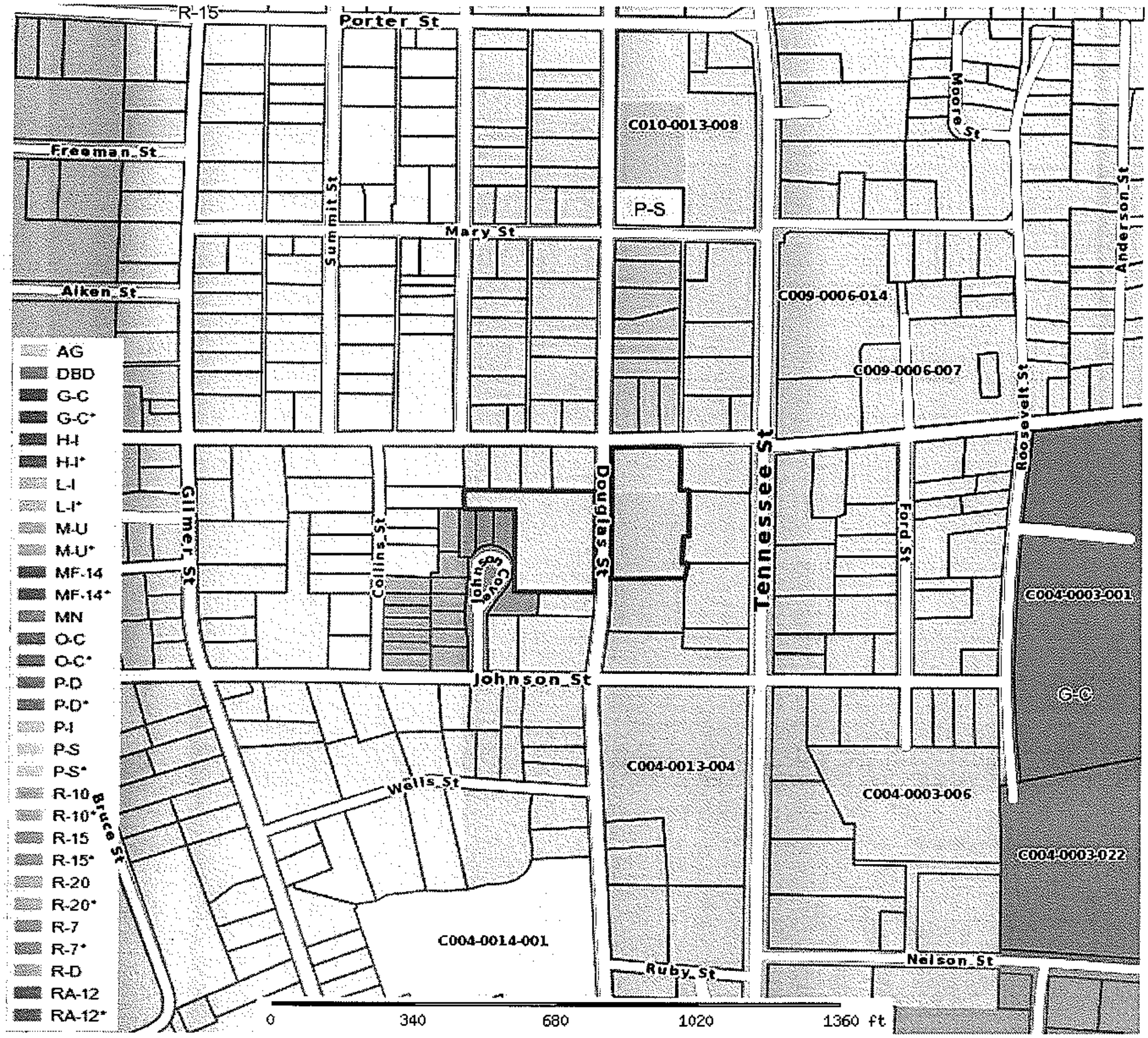
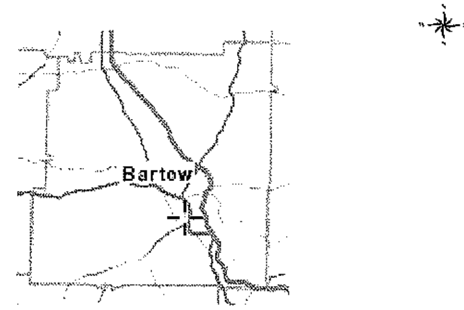
C004-0017-001
C004-0017-030
C004-0017-031
C004-0017-014
Johnson Cove
qPublic.net



Bartow County Assessor			
Parcel: 32815 Acres: 0			
Name:	DOUGLAS ST UNITED	Land Value	$ 270,000
Site:	219 DOUGLAS ST	Building Value	$ 218,200
Sale:	0 on 1900-01-01 Reason=U Qual=X	Misc Value	$ 7,100
Mail:	219 DOUGLAS ST CARTERSVILLE, GA 30120	Total Value	$ 495,300

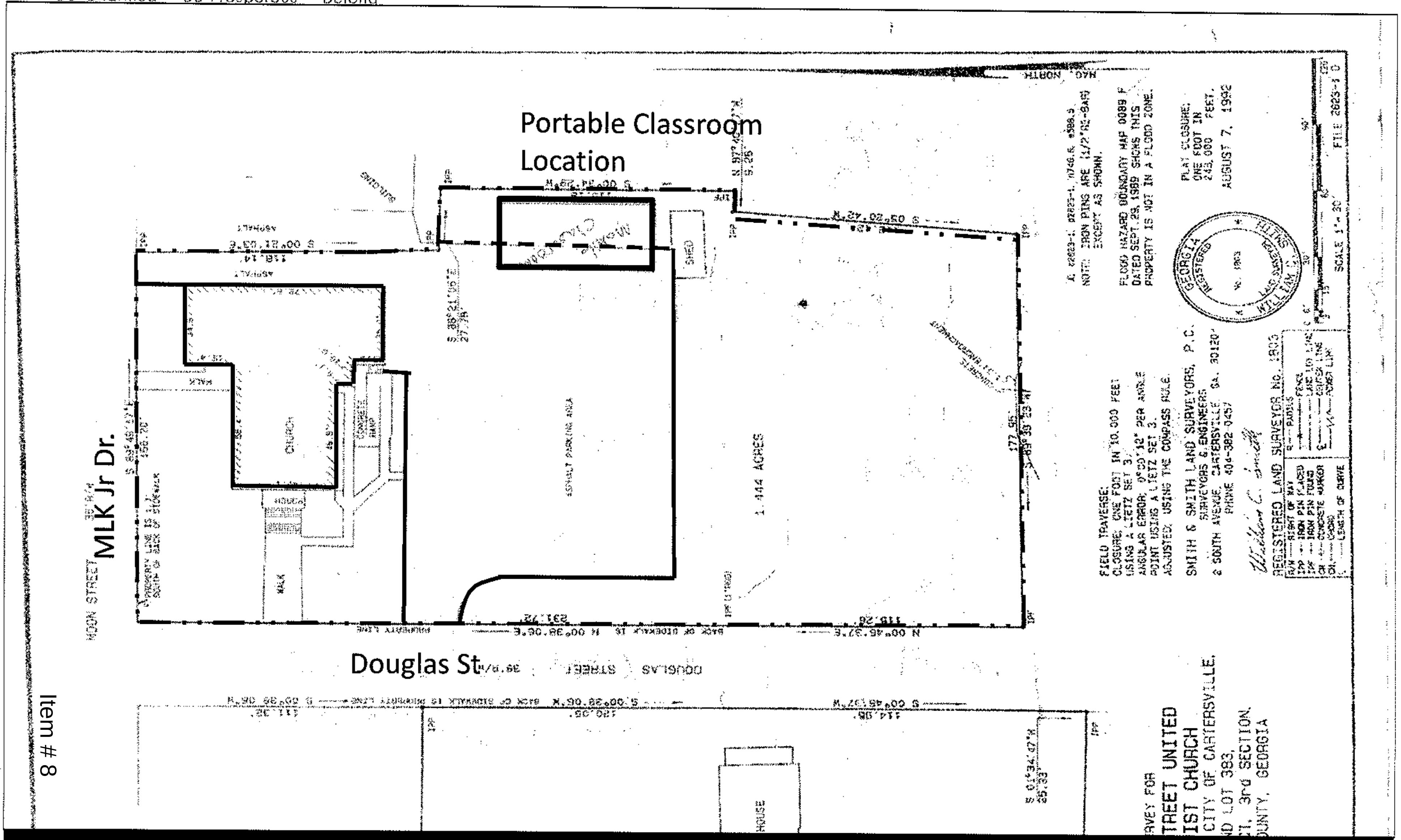


The Bartow County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before 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---

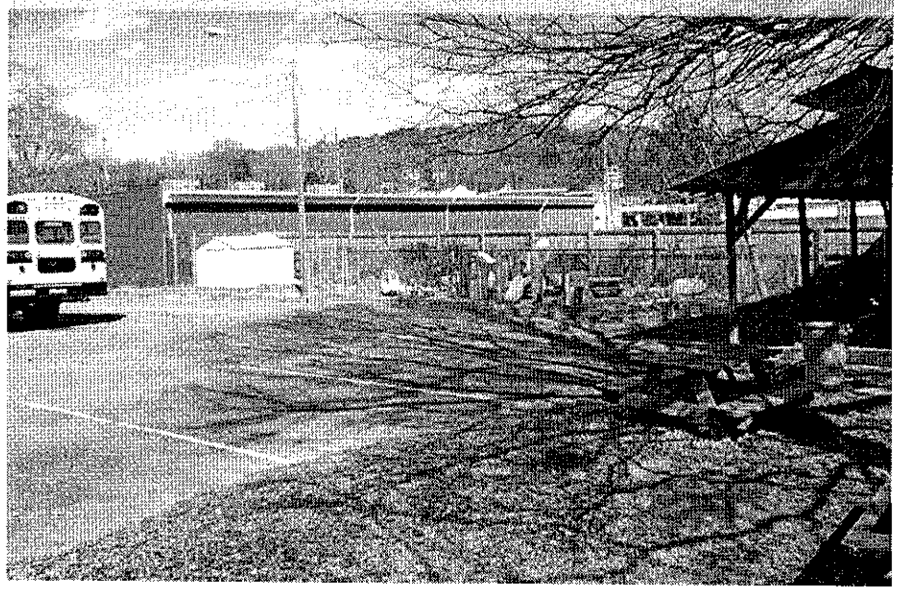
Date printed: [illegible]:46:21

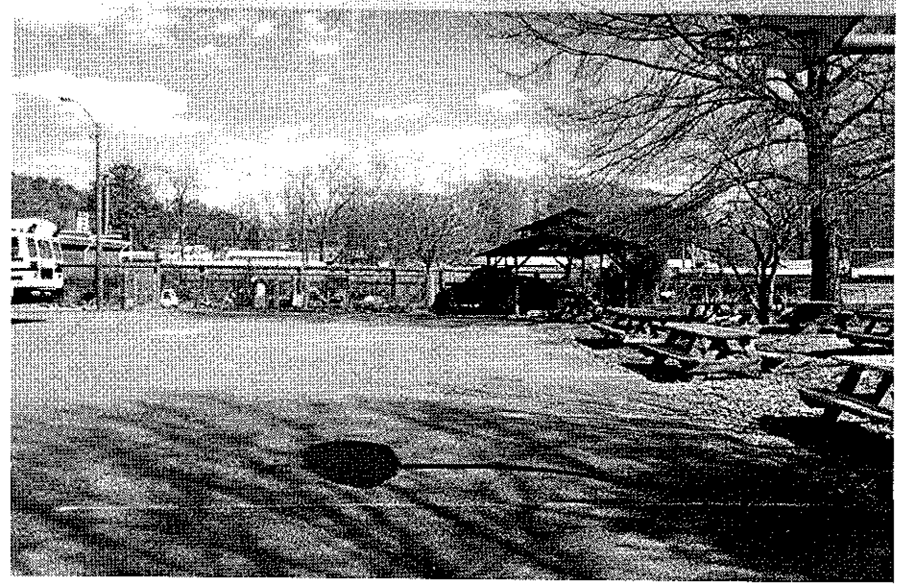
Cartersville
Be Charmed • Be Prosperous • Belong

219 Douglas Street
SU16-02

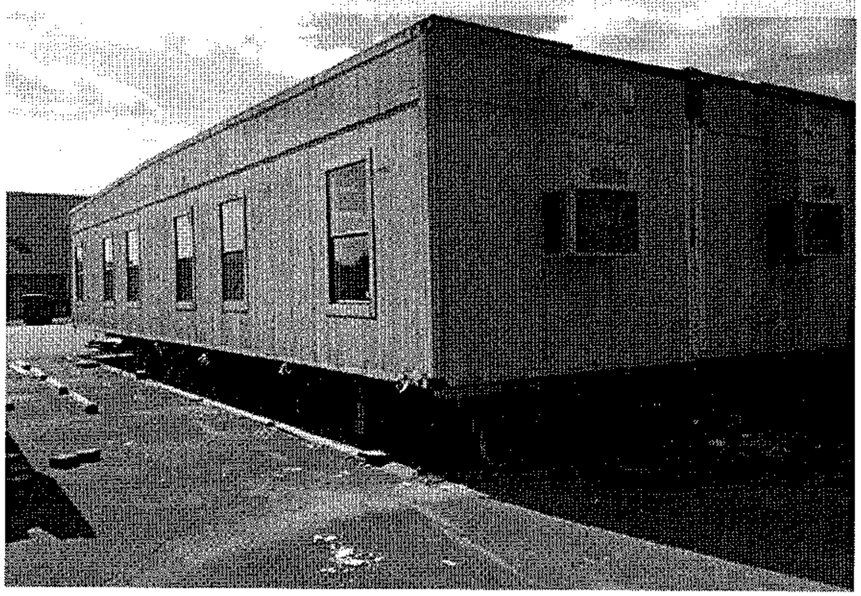


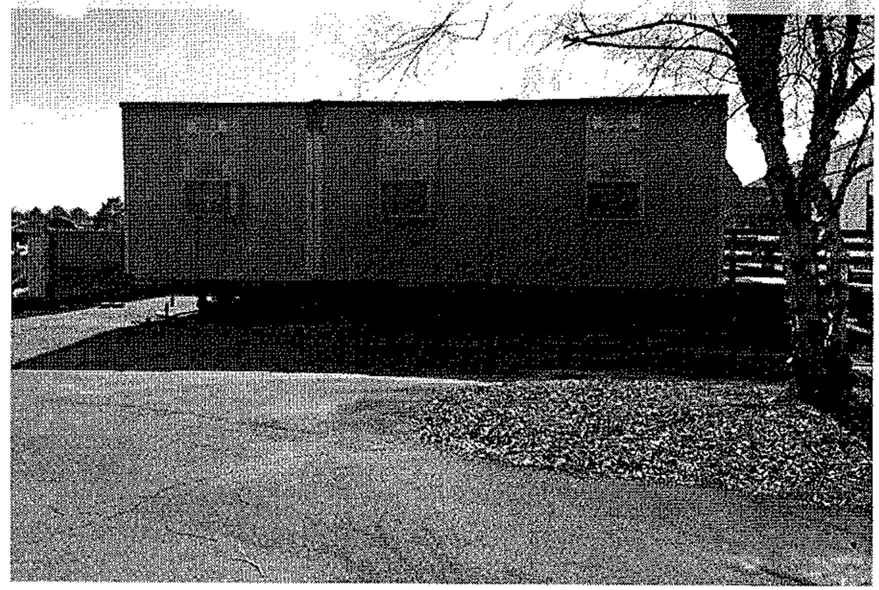
Douglas Street UMC . Proposed Site of Portable Trailer





Example of Portable Trailer from Trinity UMC (West Ave)





2/2/16 #430 pd #3935

Application for Special Use

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

Application Number SU 16-02

Hearing Dates PC March 8th

CC1 March ... 9A...
CC2 April ... 7:00...

Applicant Douglas Street United Methodist Church Business Phone 770 382 2778
(applicant's printed name)
Address 219 Douglas St Home Phone —
City Cartersville State GA Zip 30120
Charles H Hudson Phone ______ Fax # 770 382 2636
(Representative's printed name (if other than applicant)

Representative's signature

Applicant's signature

Signed, sealed and delivered in presence of:

Catheryn Hembree
6-20-18

Notary Public

My commission expires:

CATHERYN HEMBREE NOTARY PUBLIC BARTOW COUNTY

Titleholder Trustees of Douglas Street United Methodist Church Business 770 382 2778 Home ______
(titleholder's printed name)
*attach additional notarized signatures as needed on separate application page
Address 219 Douglas St
Signature

Signed, sealed, delivered in presence of:

Catheryn Hembree

Notary Public

My commission expires: 6-20-18

CATHERYN HEMBREE NOTARY PUBLIC BARTOW COUNTY

Present Zoning District(s) Split zoning MU + R7 Requested Special Use Educational Classrooms in Portable unit

Acreage 2.806 Land Lot(s) 383 District(s) 4th Section(s) 3rd

Location of Property
219 Douglas St, corner of Douglas and MLK
(street address, nearest intersections, etc

Reason for requested Special Use:
A portable unit, 60 x 36, with 3 classrooms 30 x 20, will be used as additional educational space for church programs
(attach additional statement as necessary)

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

SPECIAL USE JUSTIFICATION

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use as a matter of right in a zoning district.

Zoning Ordinance section 16.3.A
In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. *The effect of the proposed activity on traffic flow along adjoining streets;*
2. *The availability, number and location of off-street parking;*
3. *Protective screening;*
4. *Hours and manner of operation of the proposed use;*
5. *Outdoor lighting;*
6. *Ingress and egress to the property; and*
7. *Compatibility with surrounding land use.*

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for: Portable unit, 60x36, w/3 educational Classrooms

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

the proposed addition will have no effect on traffic flow

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

There are 35 parking spaces available in church parking lot after placement of portable unit, Additional overflow parking is available on the church lot across the street and is utilized 1-3 times a year already

Standard #3: Protective screening.

How Standard #3 has / will be met:

There is a fence already in place. Landscaping as needed will be add as directed by the office of planning and development.

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met:

There will be no change from current church schedule: Worship at 10 am on Sundays, After School Program Mon/Tue/Thur 3:00-6:00 pm, other times for small groups and special programs

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

One existing light will be moved, but remain in the same area. There are three additional security lights in place

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

not affected

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

The property is already in use for religious and educational purposes

Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

will be compliant with 16.4.11 places of assembly

will be compliant with 16.4.12 religious institution

Signed,

Applicant's or representative's name

2-2-16

Date

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
File ZMA 16-01: Zoning Map amendment by the City of Cartersville to include previous years zonings and annexations on the official zoning map.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recomendation:	This is the annual re-adoption of the official zoning map of the City of Cartersville. It includes the previous year zoning actions approved by City Council as well as the previous year's annexations. Additionally, it includes the County owned site of the Clarence Brown Conference Center that has been previously annexed and zoned into the City. It was formerly shown as P-I (Public institutional) on the zoning map. Based on discussions with County and City officials, the more appropriate G-C (General commercial) zoning will better fit the purpose of the conference center and ancillary uses. PLANNING COMMISSION RECOMMENDATION: APPROVAL
City Manager's Remarks:	This map amendment integrates zoning code changes made in the last year into the land use map. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	


Official Zoning Map
City of Cartersville
Georgia
Overlay Districts
• Business Park Overlay District
• Main Street Overlay District
• Cherokee-Cassville Historic District
• Downtown Business District Historic District
• Granger Hill Historic District
• Olde Town Historic District
• West End Historic District
BUSINESS PARK
MAIN STREET
CHEROKEE-CASSVILLE
GRANGER HILL
WEST END
OLDE TOWN
DBD
AG
R-20
R-15
R-10
R-7
R-D
RA-12
MF-14
P-D
PC-D
RSL
M-U
P-S
N-C
O-C
DBD
G-C
L-I
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P-I
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City of Cartersville
Mayor
City Clerk
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Scale in Miles
City of Cartersville
PO Box 1390
Cartersville, GA 30120
March 1, 2016
BARTOW COUNTY

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Fire Dept. Protective Equipment

SubCategory:	Bid Award/Purchases
Department Name:	Fire Dept
Department Summary Recomendation:	Respectfully request approval to replace three sets of firefighter personal Protective Equipment. (PPE). This is commonly referred to as "turn out" gear within our budget documents and is the protective clothing that a firefighter wears while mitigating emergencies. This is replacement gear for three firefighters whose gear was damaged and contaminated while fighting fire at Chemical Products on 3/2/2016 in which we were aiding Bartow County Fire Department with the emergency under an aid request. This is a non-budgeted item and recovery of purchase cost may be attempted depending on insurance coverage. This is permissible under O.C.G.A. 38-3-30 and our current Automatic Aid Agreement Paragraphs 5.0 and 5.1. The total cost of replacement for 3 coats, 3 pants and three pair of boots will be $5182.50 and will be charged to account code 100-2400-52-2210. Vendor will be Firemaster who is the current vendor for construction of our PPE.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a non-budgeted item and recovery of purchase cost may be attempted depending on insurance coverage.
Legal:	
Associated Information:	

Fire Master

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

Quotation

Date :3/3/16

Department: Cartersville Fire Dept.

Quantity	Stock Number	Description	Unit Price	Amount
3	2600C	Gemini Coat W/Matrix	$785.00	$2,355.00
3	Options	Thumb holes	$15.00	$45.00
3		Pal Tab	$6.00	$18.00
3		Dept. Name (CFD)	$29.00	$87.00
3	FF Names	FF Name (Ray, Cason, Frasier)	$2.50 per	$37.50
3		W/ Snaps and Velcro	$9.00	$27.00
3				
3	2600P	Gemini Pants W/Suspenders	$555.00	$1,665.00
3	Options	Removable Knees	$65.00	$195.00
3	6369	Leather Boots Sizes: 10W, 11M, 10.5M	$255.00	$753.00
			Total	$5,182.50

Doug Brock

Date : 3/3/16

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Fire Dept Breathing Apparatus Replacement

SubCategory:	Bid Award/Purchases
Department Name:	Fire Dept
Department Summary Recomendation:	Respectfully request approval to replace three Self Contained Breathing Apparatus, face pieces and voice amplifiers. This is replacement of three SCBA's that was damaged and contaminated while fighting fire at Chemical Products on 3/2/2016 in which we were aiding Bartow County Fire Department with the emergency under an aid request. This is a non-budgeted item and recovery of purchase cost may be attempted depending on insurance coverage. This is permissible under O.C.G.A. 38-3-30 and our current Automatic Aid Agreement Paragraphs 5.0 and 5.1. The total cost of replacement for SCBA's and Face pieces will be $13,820.88. We will not replace the three air bottles that are listed on the quote because we have been able to return these bottles safely to service. and will be charged to account code 100-2400-53-1133. Vendor will be Municipal Emergency Services- MES who is the current vendor for our breathing apparatus.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a non-budgeted item and recovery of purchase cost may be attempted depending on insurance coverage.
Legal:	
Associated Information:	

MUNICIPAL EMERGENCY SERVICES

Quote

Date	3/3/2016
Quote #	QT1008146
Expires	4/2/2016
Sales Rep	Adams, Jeremy L
PO#	
Shipping Method	Freight Fee

Bill To
CARTERSVILLE FIRE DEPT
P.O. BOX 1390
19 N. ERWIN STREET
CARTERSVILLE GA 30120
United States

Ship To
BC Mark Bagley
CARTERSVILLE FIRE DEPT
195 CASSVILLE RD.
CARTERSVILLE GA 30120

Item	Alt Item #	Units	Description	QTY	Unit Sales Price	Amount
Scott AP75	X32140210002...		X3214021000202 Scott AP75 4.5 Air-Pak 75 with Standard Harness and Standard Belt with No Escape Rope, Regulator with Standard Hose, No EBSS , No Airline Connection, PASS	2	3,948.47	7,896.94
Scott AP75	X32140210002...		X3214021000201 Scott AP75 4.5 Air-Pak 75 with Standard Harness and Standard Belt with No Escape Rope, Regulator with Standard Hose, No EBSS , No Airline Connection, PASS	1	3,964.40	3,964.40
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	3	926.99	2,780.97
201215-05			AV-3000 HT (M), KVLR w/ R BRKT	3	250.99	752.97
201275-01			PACKAGING, EPIC 3 AMP, SINGLE	3	402.19	1,206.57

Freight Not Included

Subtotal	16,601.85
Shipping Cost (Freight Fee)	0.00
Total	$16,601.85

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1008146

Item # 11

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Water Administration Copier

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	Currently the Water Department Administration Office uses a 2003 Cannon Copier with a total copy count approaching 700,000 pages. The machine has been increasingly problematic requiring frequent reboots, error messages and paper handling issues. The last service call required several days to repair while the technician searched for parts. The machine is virtually obsolete and parts will become increasingly more difficult to find. David Stiles with IT was contacted regarding a replacement machine. In order to insure compatibility with the City computer network, David specified and obtained the attached Cannon quote. Per his recommendation, this is a sole source purchase. I recommend approval of the purchase of the Cannon unit detailed on quote S0522837.01 in the amount of $7,495.00 This will be paid through account: 505.3320.54.2100 - Machinery
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This will be paid through account: 505.3320.54.2100 - Machinery
Legal:	
Associated Information:	

CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

PURCHASE AND MAINTENANCE AGREEMENT

PMAS# S0522837.01

Salesperson: Anne Kathryn Reissing   Order Date: 2/26/2016

Customer ("You"):	Customer Account:	Ship To:	
Company: City of Cartersville		Company: CITY OF CARTERSVILLE	
Address: 1 N Erwin St PO Box 1390		Address: 148 Walnut Grove Rd SE	
City: Cartersville	County: BARTOW	City: CARTERSVILLE	County: BARTOW
State: GA Zip: 30120	Phone: 678.229.7235	State: GA Zip: 30120	Phone: 678.229.7235
Contact: David Stiles	Fax:	Contact: David Stiles	Fax:
E-Mail: dstiles@cartersvillega.gov		E-Mail: dstiles@cartersvillega.gov	

Equipment, Supplies and Licenses of Application Software with listed third party support contracts: See Schedule A

Payment Terms	Other Requirements		
☐ Check with Order Check # ______	☑ Purchase P.O. Required	Subtotal	$7,495.00
☑ Net 30	P.O.# ______	Delivery/Install	$0.00
☐ Other ______	☐ Maintenance P.O. Required	Sales Tax	
☐ Credit Card	P.O.# ______	Total	
Requires submission of secure credit card authorization form.	☑ Tax Exempt (Attach Certificate)	Deposit	$0.00
		Balance Due	

EQUIPMENT MAINTENANCE — **Select 1 option:** ☑ Included for all Equipment ☐ Included, except for Equipment excluded on Schedule A ☐ Decline ☐ Under separate agreement

Base Charge Billing Cycle	Coverage Plan
☑ Monthly ☐ Quarterly ☐ Other ______	☑ Per Unit ☐ Fleet (If adding to existing fleet, applicable contract # ______) ☐ Aggregate (If adding to existing Aggregate, provide either a contract # or serial # ______)

Excess Per Image Charge Billing Cycle	Initial Term	Consumables Inclusive
☑ Monthly ☐ Quarterly ☐ Other ______	36 Months (min. 12)	☑ Toner (excludes Clear) ☐ Other ______

CUSTOMER SATISFACTION POLICY

If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE ITEMS LISTED AND MAINTENANCE IF SELECTED ABOVE, IN SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF THIS FACE PAGE, THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2, SCHEDULE A AND ANY ADDENDUM(S) ATTACHED HERETO.

Customer's Authorized Signature ______________________

Printed Name ______________ Title ______________ Date ______________

Item # 12

ADDITIONAL TERMS AND CONDITIONS PMAS# S0522837.01

These are the additional terms and conditions referred to on the face page to which they are attached (such face page, schedules and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

1. PURCHASE OF EQUIPMENT AND MAINTENANCE

1.1 Listed Items and Maintenance. You agree to purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts, if applicable (the "Listed Software" and, together with the Equipment, the "Listed Items"), as indicated on Schedule A or in any addendum(s) hereto. If you have selected maintenance on the face page, you also agree to purchase the maintenance services for the Listed Items described in Section 2 below (such services are subject to the exclusions herein, "Maintenance"). (a) The total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms herein. (b) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation. (c) CSA reserves the right to withhold shipment of the Listed Items until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness. If, at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration with respect to any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

1.2 Maintenance Term. Maintenance under this Agreement, if selected by you on the face page, shall start on the date (the "Start Date") of installation for newly installed Equipment covered under toner inclusive Maintenance, and shall continue for an initial term as specified on the face page. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The initial term shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term (except that in the case of image dependent service, the renewal terms shall be of the same duration as the initial term). The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate this Agreement during any renewal term with 30 days written notice to CSA.

1.3 Maintenance Charges. Base charges shall be billed in advance and per image charges, shall be billed in arrears. Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. The charges specified on the face page are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. (a) Consumables Inclusive Maintenance includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. (b) If you have selected the Fleet or Aggregate Coverage plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected CSA's eManage website, you shall complete CSA's registration process governing access to and use of such website. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

2. Maintenance. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS SECTION 2 ONLY IF YOU HAVE SELECTED THE SAME ON THE FACE PAGE. CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays). (a) You shall give CSA reasonable access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations any Equipment you relocate to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services will become the property of CSA and you disclaim any interest therein. (b) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (c) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. (d) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (e) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of providing help-line telephone assistance in operating the Listed Software and identifying service problems, facilitating contact between you and the developer of the Listed Software to attempt to rectify such problems and maintaining a log of such problems to assist in tracking the same.

3. Non-Covered Service. The following services, and any other work beyond the scope of this Agreement are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Section 1.3(a) above), other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of network/system connection device, except when listed on face page. If you have NOT selected Maintenance on the face page, any of the maintenance services described in Section 2 above shall be available only upon your request, and shall be invoiced in accordance with CSA's then current labor, parts and supply charges.

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of its affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 4 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

5. Limited Warranty. All Canon and Ocè brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
Other than the limited warranty for the Equipment in Section 5 above, CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA.

7. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate the Maintenance in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 1.3(b).You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. SECURITY; LATE PAYMENT. As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or $10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

9. CHOICE OF LAW AND FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

10. GENERAL. This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Equipment by CSA. This Agreement constitutes the entire agreement between the parties with respect to the purchase of the Listed Items and Maintenance, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 4, which by their nature can be construed to survive the expiration or termination of this Agreement shall so survive. If so indicated on a Schedule, you (or your leasing company) may submit a purchase order for procurement of Listed Items, and you may submit a purchase order for procurement of Maintenance hereunder, but any terms and conditions set forth in any purchase order (including a leasing company purchase order) which conflict with, vary from, modify or supplement the provisions of this Agreement shall be deemed null and void and of no force or effect, notwithstanding any statement to the contrary contained in any such purchase order. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, including the right to receive Maintenance (if selected by you), are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder (including the obligation to pay for Maintenance). You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

Item # 12

Canon

CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Purchase and Maintenance Agreement **Schedule A**

#PMAS S0522837.01 Page 1 of 1

Customer Name: CITY OF CARTERSVILLE

Key to Meter Read Method: imageWARE Remote unless noted below (or) W = eManage website

Ship To Information

Delivery Address: 148 Walnut Grove Rd SE Water Dept		Connectivity Contact: David Stiles	
City: CARTERSVILLE	County: BARTOW	I/T Phone #: 678.229.7235	E-Mail: dstiles@cartersvillega.gov
State: GA Zip: 30120	Phone #: 678.229.7235	Elevator: Yes ☐ No ☑	Loading Dock: Yes ☐ No ☑
Delivery Contact: David Stiles	Fax #:	Earliest Delivery Date: 3/21/2016 # of Steps: 0	Hours of Operation: 9-5
E-Mail: dstiles@cartersvillega.gov		Special Instructions:	

Equipment Information

Item Code	Product Description	Qty	Serial #
8477B004	IRADVC3330I	1	
8786B002	CASSETTE FEEDING UNIT-AL1	1	
8473B001	STAPLE FINISHER-U1	1	
8480B002	SUPER G3 FAX BOARD-AR1	1	
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	
2862V005	IR C3325/3330 INSTAL PAK	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Equipment Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

☐ Equipment excluded from Maintenance Alternate Meter Read Method: _______

Base Charge	Covered Imaged Included B & W	Covered Imaged Included Color
	0	0

Start Meter B & W	Start Meter Color	Excess per Image Charge B & W	Excess per Image Charge Color
		0.01200	0.06900

☐ Equipment excluded from Maintenance Alternate Meter Read Method: _______

Base Charge	Covered Imaged Included B & W	Covered Imaged Included Color

Start Meter B & W	Start Meter Color	Excess per Image Charge B & W	Excess per Image Charge Color

Item # 12

Maintenance Base Charge
Schedule Page Total

Customer Initials: ____________ Date: ________

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Fiduciary Insurance Policy for Pension Board

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recomendation:	Currently city personnel that serve on the city's Pension Board are not currently covered for decisions they make regarding the investment of the pension plan assets. The Pension Board has sought insurance coverage that will cover them individually if someone decides to sue over the performance of the pension plan. The annual cost of this premium is $8,756 for a $2 million limit. The Pension Board requests approval to purchase this fiduciary insurance policy using funds from the pension plan.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is an unbudgeted item, but the pension board members feel it is prudent for this coverage.
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Allot Bandwidth Shaper Renewal Agreement

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The bandwidth shaper allows staff to divide the Internet bandwidth that we purchase and then resell this service to our external customers. The annual maintenance for this product from Allot is $5,875.72. It is a budgeted item and I request approval of this expenditure.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Hotel/Motel Tax Compliance Enhancement Program

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recomendation:	City staff has contacted GMA about their hotel/motel audit compliance enhancement program and found that the cost of program is $500 per facility. Currently the city has 11 lodging facilities, so the total cost of the compliance enhancement program will be $5,500. The compliance enhancement program will review city ordinances to see if we are up to date with state law, they will review each lodging facilities reports for the last three years along with other data, then from this they will prepare a report to let us know if they recommend if any lodging facility should be audited. If an audit is recommended, the cost would be an additional cost of $500 per facility. The last time the city contracted with GMA for this service was in 2008 and from this we found taxes that were not being paid from a facility. So the program did help the city and I would recommend approval of this contract with GMA to conduct the compliance enhancement program.
City Manager's Remarks:	This item is recommended for your approval.
Financial/Budget Certification:	This is am unbudgeted item, but may possibly help in the collection of hotel/motel taxes not currently being remitted to the city.
Legal:	
Associated Information:	

CONTRACT TO PROVIDE SERVICES
RELATIVE TO HOTEL-MOTEL TAX OPERATION AND COMPLIANCE ENHANCEMENT PROGRAM
BETWEEN
THE GEORGIA MUNICIPAL ASSOCIATION
AND
CITY OF CARTERSVILLE

This Contract is entered into this _________day of_______, 2016, by and between the Georgia Municipal Association (hereinafter referred to as "GMA") and the City of Cartersville, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as "CITY").

WHEREAS, the CITY receives revenues from Hotel-Motel Taxes; and,

WHEREAS, GMA presently offers certain services to its member municipalities by way of a contractual arrangement with Tax Revenue.US, a Texas limited liability company d/b/a The Resource Professionals Group (hereinafter referred to as "TRGP"), which services are designed to assist cities in recovering revenue to which they are entitled from Hotel-Motel Taxes; and

WHEREAS, the CITY desires to utilize said services to ensure payment of amounts due for Hotel-Motel Taxes from lodging providers domiciled within the CITY.

NOW THEREFORE, the CITY and GMA hereto mutually agree as follows:

EMPLOYMENT OF GMA.

The CITY agrees to engage GMA and GMA hereby agrees to perform the services as outlined herein. The CITY acknowledges and agrees that GMA has contracted with TRGP to administer certain of GMA's obligations under this Agreement. The CITY hereby agrees that GMA may utilize TRPG to perform some or all of its obligations under this Agreement. When referring to the services to be provided herein, the term "GMA" shall include GMA and its agents, subcontractors, officers, and employees.

1. SCOPE OF SERVICES.

GMA shall perform the following services:

- Communicate with CITY's designated staff to review service objectives, scope and schedule of work, public relations and logistical matters. GMA will also establish an appropriate liaison with the CITY and establish logical checkpoints for reviewing progress.

- Review applicable provisions of the CITY's municipal code and ordinances adopted by the CITY.

- Examine records pertaining to hotel-motel taxes to ensure accuracy and to identify errors or omissions that may result in deficient payment to the CITY.

- For each error or omission identified and confirmed, submit substantiating documentation to designated CITY staff in order to facilitate recovery of revenues due to the CITY.

- Meet with designated CITY official(s) as necessary to review findings and recommendations.

Specifically, for hotel-motel tax operation and compliance reviews, GMA shall:

Provide a HOTEL-MOTEL TAX Program consisting of an Operation Enhancement Service, Compliance Enhancement Service and Seminar Service. The City may elect to only receive the Operation Enhancement Services. Compliance Enhancement Services can only be performed after completion of the Operation Enhancement Service and must be requested by the City, no more than ninety (90) days after completion of the Operation Enhancement Services unless there is mutual agreement as to any further delay.

OPERATION ENHANCEMENT SERVICE:

- Obtain and analyze lodging provider return information in the possession of the City for the immediately prior three year period;
- Review applicable provisions of the City's municipal code and ordinances, process, and procedures to identify potential areas for improved compliance and efficacy (this shall not be treated by either party as or construed to be legal advice);
- Perform discovery services designed to identify and locate lodging providers not properly registered with the City and not appearing on the City rolls as Hotel-Motel Tax remitters;
- Analyze lodging provider return information from the past three years in order to identify unusual or suspicious reporting and/or activities that warrant further review;
- Provide a report to the City identifying lodging properties recommended for additional investigation or review to determine their compliance with the City's Hotel-Motel Tax ordinance;

- Provide up to ten (10) hours of additional consulting time to assist the City in evaluating or implementing of the proposed actions suggested by the above report. Additional consulting services beyond ten (10) hours may be provided at an additional charge on a time and materials basis at a rate of $125 per hour plus any pre-approved expenses.

COMPLIANCE ENHANCEMENT SERVICE

- Working with the designated City staff, develop a list of lodging properties to be subject to a field review of lodging and tax records;
- Provide City staff with a list of records required to be made available by lodging providers for the reviews, together with a draft engagement announcement letter to be sent to each lodging provider;
- In coordination with City staff, schedule and conduct reviews at each property location to examine records pertaining to Hotel-Motel Tax;
- Conduct on-site collection of information on each property, including number of rooms, occupancy rate, property's condition, and business dynamics;
- Conduct analysis of tax return data for each lodging provider;
- Verify accuracy of filed Hotel-Motel Tax returns with daily and monthly activity summaries;
- Review a random sample of daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- Review bank statements to verify that deposits reconcile with the reported revenue on the Hotel-Motel Tax returns';
- Review exempted revenue for proper qualifying documentation;
- Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance;
- Where possible, compare the state and federal tax filings with the Hotel-Motel Tax returns;
- For each error/omission identified and confirmed, submit substantiating documentation to designated City staff in order to facilitate recovery of revenue due from lodging providers for prior periods;
- Coordinate with designated City official(s) as necessary to review findings and recommendations;
- Provide assistance to City in reviewing matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination.

- Prepare and document changes to the review findings and provide revised tax, interest or penalty amounts due the City.

SEMINAR SERVICES

The seminar provides a forum for the dissemination and discussion of information intended to enhance the collection and administration of the City's Hotel-Motel Tax ordinance. The seminar entails two components:

- Conduct a seminar session with City staff to present and discuss issues pertaining to HOTEL/MOTEL administration. Key topics for normal city staff sessions include applicable state and federal law, return analysis, deficiency determination techniques and collections. City may add select topics of City concern to be reviewed at this session;

- Conduct a seminar session for local lodging providers to disseminate information intended to further the providers' understanding of their duties and responsibilities under the City's HOTEL/MOTEL ordinance, their responsibilities for collections and record keeping, and to address any points requiring clarification in the lodging providers' application of the City's HOTEL/MOTEL ordinance;

City staff shall be encouraged to attend both seminar sessions so as to become familiar with the issues and concerns facing local lodging providers and to interact directly with the lodging providers.

2. TIME OF PERFORMANCE.

The services to be performed hereunder by GMA shall be undertaken and completed in such sequence as to ensure their expeditious completion and best carry out the purposes of the agreement. The project will be started within 15 days after notice to proceed and GMA's receipt of a signed contract from the CITY. The compliance review report(s) shall be delivered within 90 business days after the receipt of necessary data to complete the compliance review, except for exigencies beyond the control of GMA.

3. COMPENSATION.

For Hotel-Motel Audits the CITY agrees to pay GMA on the following basis. (initial which service(s) the city requires):

OPERATION ENHANCEMENT SERVICES **Initial Here** ____

GMA shall provide the Operation Enhancement Services for a fixed fee of five hundred dollars ($500) per lodging property located in the City limits. Payment in the amount of one-half of the total contract amount is due prior to work commencing. Upon receipt of the final report, the CITY will be billed the remaining one-half which will be due within 30 days.

4. COMPLIANCE ENHANCMENT SERVICES **Initial Here** ____

GMA shall provide Compliance Enhancement Services for a fixed fee of five hundred dollars ($500) per lodging property to be examined. Payment in the amount of one-half of the total contract is due prior to work commencing. Upon receipt of the final report, the CITY will be billed the remaining one-half which will be due within 30 days. If the City should delay commissioning any field audits until later than sixty (60) days after delivery of the Compliance Services report, the fixed fee per lodging property to be examined shall increase to seven hundred dollars ($700), due to the additional preparatory work necessitated by such delay.

SEMINAR SERVICES **Initial Here** ____

GMA shall provide the Seminar Services for a fixed fee of one thousand dollars ($1,000). The Fixed Fee shall be invoiced upon completion of the seminar and shall be payable within 30 days. Additional services, including multiple seminars, requested by the City shall be billed at the rate of one-hundred and twenty five dollars ($125) per hour, plus pre-approved expenses.

5. CHANGES.

The CITY may from time to time request changes in the scope of the services to be performed hereunder. Such changes which are mutually agreed upon by and between the CITY and GMA shall be incorporated in written amendment to this agreement, subject to any approval which may be required by third parties with whom GMA may have contracted to perform its obligations hereunder. Services performed pursuant to a written amendment shall be billed as outlined in such written agreement.

6. PRINCIPAL-AGENT.

The CITY authorizes GMA to act as its agent for the purpose of performing its obligations under this Agreement. No other principal-agent relationship between the parties is created by this contract. GMA and its agents, subcontractors, officers and employees, shall have the authority to do all things necessary and appropriate to carry out GMA's obligations under this Agreement. No agent, subcontractor, officer, or employee of GMA will be considered an employee or officer of the CITY for any purpose and no agent, subcontractor, officer or employee of GMA is entitled to any of the benefits and privileges of a CITY employee or officer under any provision of the statutes of State of Georgia and/or ordinances of the CITY.

7. SERVICES AND MATERIALS TO BE FURNISHED BY THE CITY.

The CITY shall furnish GMA with all available necessary information, data, and material pertinent to the performance of this agreement in a timely manner. The ______________________ or his/her designee shall serve as the CITY's representative for liaison with GMA.

8. TERMINATION OF AGREEMENT.

The Agreement shall terminate absolutely and without further obligation on the part of the CITY at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which it may be renewed. The total obligation of the CITY for the calendar year of execution and in each calendar year renewal term, if renewed, shall be determined by the services utilized by CITY as the purchaser of such services pursuant to Section 2. The Agreement shall obligate the CITY only for those sums payable during the calendar year of execution or for those sums payable in the individual calendar year renewal term. Title to any supplies, materials, equipment or other personal property of GMA or its subcontractors shall remain in GMA or its subcontractors.

Both the CITY and GMA shall have the right to terminate this agreement by giving at least 30 days prior written notice of such termination to the other party and specifying the effective date thereof. GMA shall be entitled to payment for services rendered to the CITY, including any out-of-pocket expenses incurred through the effective date of termination.

9. INDEMNIFICATION.

Each party shall be responsible for its own acts and neither party will be responsible for any damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to the other party's own negligence, tortious acts or other unlawful conduct or the negligence, tortious acts or other unlawful conduct of the other party's respective agents, subcontractors, officers, and employees. For this purpose, neither GMA nor the CITY shall be deemed an agent of the other.

10. LIMITATION OF LIABILITY.

The CITY agrees that the aggregate limit of liability of GMA and its subcontractor TRGP hereunder (whether contractual, statutory, in tort or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed the professional fees paid under this contract. The CITY agrees that GMA and its subcontractor TRGP shall not be liable to CITY for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand against CITY by any other party, arising out of or in connection with the performance of services hereunder.

11. MATTERS TO BE DISREGARDED.

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

12. COMPLETENESS OF CONTRACT.

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

13. VENUE.

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

14. NOTICES.

Any notices, bills, invoices, payments or reports required by this Agreement shall be sent by the parties via United States mail, postage prepaid. If to GMA they shall be addressed to the Executive Director, Georgia Municipal Association, 201 Pryor Street, SW, Atlanta, Georgia 30303. If to the CITY they shall be addressed to the Mayor of the CITY at the CITY's official address.

15. CONSULTING SERVICES

None of the services provided pursuant to this agreement shall be regarded or treated as the practice of law or as legal advice.

16. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) in connection with the covered contract, GMA will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

IN WITNESS WHEREOF, the CITY and GMA have executed this agreement as of the date first written above.

ATTEST:

____
City Clerk

CITY OF CARTERSVILLE

By: ______________________________
Mayor

APPROVED AS TO FORM:

____
City Attorney

GEORGIA MUNICIPAL ASSOCIATION

By: ______________________________
Executive Director

EXHIBIT A

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the 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 the 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 a 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.

EEV / Basic Pilot Program User Identification
Number:___**69371**_______________________________

BY: Authorized Officer or Agent of GMA:

____

Title of Authorized Officer or Agent of
GMA:_______________________________________

Printed Name of Authorized Officer or
Agent:____

Date: ______________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _______________________, 2016
Notary Public:_______________________________
Print Name:_________________________________

SEAL
My Commission Expires: _____________________

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Pettit Creek Trail phase III - GADOT Memorandum of Understanding

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recomendation:	This GADOT Memorandum of Understanding is for Pettit Creek Trail phase III. In 2012, City of Cartersville was awarded a Transportation Enhancement grant in the amount of $860,000.00. A MOU for Pettit Creek trail was previously approved by City Council in January 2016, but that MOU did not include the railroad provision which this current MOU does. I recommend the updated MOU from GADOT.
City Manager's Remarks:	Your approval of this change is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

TRANSPORTATION ENHANCEMENT MEMORANDUM OF UNDERSTANDING

BETWEEN

The City of Cartersville**,** hereinafter called the "SPONSOR," and the Georgia Department of Transportation, hereinafter called the "DEPARTMENT,"

RELATIVE TO

The SPONSOR assuming responsibility for tasks associated with Preliminary Engineering for project identification number 0010700, hereinafter called the "PROJECT."

WHEREAS the DEPARTMENT and the SPONSOR signed a MEMORANDUM OF UNDERSTANDING, hereinafter called the "AGREEMENT," on November 23, 2011, and established a ready to bid date of May 23, 2014, and the project is currently not ready to bid; and

WHEREAS the DEPARTMENT remains committed to providing the federal-aid funds provided the PROJECT is completed in a timely manner, the DEPARTMENT and SPONSOR are executing this AGREEMENT to validate the continued interest of both parties in executing the PROJECT; and

WHEREAS the PROJECT is a Transportation Enhancement approved for federal-aid funds with a required local match of at least 20% of the PROJECT's Total Cost; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

I. IT IS THE INTENTION OF THE PARTIES: That the SPONSOR fund 100% of the Preliminary Engineering for the PROJECT; and that the DEPARTMENT may apply said expenditure toward the SPONSOR's local match of the PROJECT's Total Cost, subject to the DEPARTMENT and the Federal Highway Administration's, hereinafter called FHWA, approval.

II. IT IS AGREED:

A. That the SPONSOR certifies that local funds have been budgeted to undertake Preliminary Engineering for the PROJECT; and that an accounting system has been established to track project-specific Preliminary Engineering expenditures.
B. That prior to construction of the PROJECT, the SPONSOR will certify, to the DEPARTMENT, the amount of eligible expended funds allowable toward the PROJECT's Total Local Match.
C. That if the PROJECT includes structures such as bridges or retaining walls, the SPONSOR will be required to use consultants prequalified with the DEPARTMENT.

III. IT IS AGREED:

A. That construction funding will be dependent upon the SPONSOR receiving historical/environmental clearances through the DEPARTMENT; certifying existing or acquired right of way to the DEPARTMENT; producing a complete set of biddable construction plans meeting appropriate safety, access, and design standards; and preparing and forwarding construction bid procedures and documents for the DEPARTMENT's review.
B. That nothing contained herein shall obligate the DEPARTMENT to proceed with subsequent stages of the PROJECT.
C. That the SPONSOR's expenditure prior to execution of an AGREEMENT with the DEPARTMENT for construction of the PROJECT shall be at the sole cost and risk to the SPONSOR. Should the SPONSOR or the DEPARTMENT determine that for any reason the PROJECT is unable to enter subsequent stages, the DEPARTMENT is not responsible for reimbursement of local funds expended on the PROJECT.

IV. The SPONSOR shall be responsible for all costs for the continual maintenance and the continual operations of the PROJECT, including any and all sidewalks and the grass strip between the curb and gutter and the sidewalk, within the PROJECT limits.

V. The SPONSOR shall Certify that they have read and understand the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" as stated in attachment A of this AGREEMENT and will comply in full with said provisions.

VI. The SPONSOR shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter called "AASHTO," the DEPARTMENT's Standard Specifications Construction of Transportation Systems, Current Edition, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The SPONSOR's responsibility for design shall include, but is not limited to, the following items:

A. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks, and hazardous waste site studies required. The SPONSOR shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.
B. Perform all work required to obtain project permits, including, but not limited to, U.S. Army Corps of Engineers Section 404 and Federal Emergency Management Agency, hereinafter called FEMA, approvals. These efforts shall be coordinated with the DEPARTMENT.
C. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the FEMA Floodways and acquisition of all necessary permits associated with the drainage design.

D. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

Failure of the SPONSOR to follow the DEPARTMENT's Plan Development Process will jeopardize the use of federal funds in some or all of the categories outlined in this AGREEMENT, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

VII. All Consultant firms hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area class.

VIII. The PROJECT construction and right-of-way plans shall be prepared in English units.

IX. The SPONSOR shall be responsible to perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, Tennessee Valley Authority and United States Army Corps of Engineers permits, Stream Buffer Variances and FEMA approvals. The SPONSOR shall provide all mitigation required for the PROJECT, including, but not limited to, permit related mitigation. All mitigation costs are considered Preliminary Engineering costs. PROJECT permits and non-construction related mitigation must be obtained and completed three (3) months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

X. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.

XI. The SPONSOR shall be responsible for the design of all structures and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The SPONSOR shall perform all necessary survey efforts in order to complete the design of the structure(s) and prepare any required hydraulic and hydrological studies. The final structural plans shall be incorporated into this PROJECT as a part of this AGREEMENT.

XII. The SPONSOR shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT.

XIII. The SPONSOR shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

XIV. Upon the SPONSOR's determination of the rights of way required for the PROJECT and the approval of the right-of-way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right-of-Way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 Code of Federal Regulations, hereinafter called "CFR," 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right-of-way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered. The SPONSOR shall be responsible for certifying the right of way.

XV. The project is proposed for construction within right-of-way owned by the CSX Railroad, hereinafter referred to as the **"LESSOR"**. SPONSOR shall execute a lease agreement with LESSOR giving SPONSOR a temporary access easement granting access for 20 years. The agreement shall comply with the requirements for right-of-way certification by the DEPARTMENT. Should the LESSOR attempt to revise, renegotiate, or terminate the lease agreement during the economic life of the project, the DEPARTMENT will have the right, at its discretion, to require prorated reimbursement from the SPONSOR of any monies paid to the SPONSOR for reimbursement of the project expenditures. The economic life of the project is 20 years, and reimbursement shall be made depending upon the year of termination within the economic life of the project, at the following prorated schedule:

Project Terminated Before:	**Reimbursement Due:**
Year 1	$860,000
Year 2	$774,000
Year 3	$688,000
Year 4	$602,000
Year 5	$516,000
Year 6	$464,400
Year 7	$412,800
Year 8	$361,200
Year 9	$309,600
Year 10	$258,000
Year 11	$223,600
Year 12	$189,200
Year 13	$154,800
Year 14	$120,400
Year 15	$86,000
Year 16	$68,800
Year 17	$51,600
Year 18	$34,400
Year 19	$17,200
Year 20	$0

XVI. Upon completion and approval of the PROJECT plans and bid documents, the DEPARTMENT will authorize the SPONSOR to advertise the PROJECT for bids. The SPONSOR shall be solely responsible for advertising and awarding the construction contract (subject to the DEPARTMENT's recommendation) for the PROJECT.

XVII. The SPONSOR shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

XVIII. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors or deficiencies within thirty (30) days shall cause the SPONSOR to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT.

XIX. IT IS FURTHER AGREED that the SPONSOR shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancellation of the PROJECT by the SPONSOR without concurrence by the DEPARTMENT, or if the SPONSOR is not compliant with federal laws and regulations.

XX. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence. The Sponsor shall have the PROJECT ready to bid no later than June 30, 2019.

XXI. This AGREEMENT is made and entered into in FULTON COUNTY, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the SPONSOR have caused these presents to be executed under seal by their duly authorized representatives. The parties hereto have executed this AGREEMENT, this ______ day of_____________________________, 201_______.

DEPARTMENT OF TRANSPORTATION

____
Commissioner

ATTEST:

____
Treasurer

SPONSOR

____
Title

____
Witness

Signed, Sealed & Delivered

This___ Day of_______________, 20____.

____
Notary Public

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.
ATTEST:

____

____
Federal Employer Tax Number

ATTACHMENT A

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of _________________ whose address is ____and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of Federal Procurement requirements shall be complied with throughout the contract period:

A. 49 CFR Part 18 Section 36 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – Procurement

B. 23 CFR 635 Subpart A – Contract Procedures

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

A. Each unit of local government having a population in excess of 1,500 persons or expenditures of $ 300,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

B. The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

C. The governing authority of each local unit of government having expenditures of less than $ 300,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

D. A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

E. The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. FEDERAL AUDIT REQUIREMENT

The provisions of Office of Management and Budget (OMB) Circular A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 shall be complied with throughout the contract period in full such that:

A. Non-federal entities that expend $ 300,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.

B. Non-federal entities that expend less than $ 300,000 a year in federal awards are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office.

C. Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.

   1. A state or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.

   2. Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.

D. The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

________________________ ________________________

Date Signature

Georgia Department of Transportation

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Cartersville
Solicitation/Contract No./ Call No. or Project Description:	PI 0010700, Bartow County, Pettit Creek Trail - Phase III

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

____
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

____
Date of Authorization

____
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

____
Printed Name (of Authorized Officer or Agent of Contractor)

____
Title (of Authorized Officer or Agent of Contractor)

____
Signature (of Authorized Officer or Agent)

____
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF ________________________, 20______

[NOTARY SEAL]

____
Notary Public

My Commission Expires: ________________________

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
Event Application - Infinity Productions II

SubCategory:	Other
Department Name:	Administration
Department Summary Recomendation:	Cat Kagan, location manager for Infinity Productions II, has submitted a request to allow film crews to use downtown Cartersville to shoot scenes for an upcoming movie. The proposed preparation/filming dates are April 21-24 or, in the case of rain, April 28-May 1. They are also requesting the closure of four streets on the Sunday film days : Tenn. St. from Leake to Church Church from Erwin to Tenn. Erwin from Leake to Church Leake from Tenn. to Erwin.
City Manager's Remarks:	This item is in need of your approval. We do have an administrative approval process in the works for you to approve so that staff can handle these in the future. That process is not yet in place, consequently this is in need of your input and approval. I recommend that you allow this with whatever changes to the request that you see fit.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

Media Production Permit Process and Application

Thank you for choosing to produce your film project in the City of Cartersville! It is our intent to create an efficient permitting process to insure applicants, city staff, and the affected public is well aware of all issues prior to the date of filming.

Attached is the following:

- Permit process
- City of Cartersville Media Production Permit Application
- City of Cartersville Media Production Ordinance

If you have questions regarding this process, please contact:

CONVENTION & VISITOR CENTER???
City of Cartersville
Cartersville, GA 30120

PERMIT PROCESS

Media Production Permit

A media production permit is required for all activity related to staging or shooting commercial motion pictures, television shows or programs, commercials, and student films produced to satisfy a post-secondary school course requirement at an educational institution in any medium including film, tape or digital format, including but not limited to, motion pictures, television, or commercial still photography. News media, personal/family video, and studio filming (those projects shot in a licensed business studio within the city limits) are exempt from this permit requirement. The completed permit application must be submitted to the city's Film Liaison at least two (2) business days prior to the shoot. There is a film permit application fee in the amount of $100 that must be submitted with the application. The application must be signed and accompanied by all required fees, deposits, hold harmless agreement and insurance certificates required before any permit will be considered for approval.

Fees and Costs of Additional Services

Each application shall be accompanied by the following non-refundable fees:

- A processing fee in the amount of $100 will be submitted to the City of Cartersville at the time of application

Insurance Requirements

- Proof of liability insurance (minimum of $1,000,000)

Hold Harmless Agreement

- Applicant shall execute an indemnity and hold harmless agreement as provided by the City of Cartersville prior to the issuance of any permit that shall hold the City harmless against any claims, liability or judgments arising out of the permit tee's activities.

Tax-Exempt Status

- Proof of 501(c) (3) tax-exempt status, if applicable

Permission

- Written permission must be obtained and submitted with permit application to shoot from private property (owners).

Notification of film shoot to Residents

- Residents must be notified of the film shoot at least 5 days prior to shoot. Notification should include the dates, times, and location, including general information about activities taking place (parking vehicles or actual filming on street). A copy of the notice must be submitted with permit application.

Traffic Plan/Traffic Control

- A sketch of your traffic plan during production must be submitted with permit application.
- The Film Liaison will review your traffic plan and determine if an off-duty Cartersville Police Officer(s) will be needed. The hiring of off-duty personnel will be conducted between the applicant and the Police Chief.

CITY OF CARTERSVILLE, GEORGIA

MEDIA PRODUCTION PERMIT APPLICATION

THIS APPLICATION MUST BE APPLIED FOR 2 BUSINESS DAYS PRIOR TO SHOOT

No person shall use any public or private property, building, facility, or residence of producing, taking or making any motion picture, television production or photographic production without first applying for and receiving a Media Production Permit.

Production Company Information:

Company Name: Infinity Productions II LLC

Address: 400 Veterans Parkway, Building 101, Fayetteville , GA 30214

Telephone: (office) _ 678 379 5000 (mobile) _

Email: Cat.kagan@me.com or ckagan@tivangroup.net

Personnel Contact Name: Catherine Kagan

Position: Location Manager

Mobile:_ 213 705 71

E-Mail: Cat.kagan@me.com

Project :Level Up

Description:_

X Feature Film _ TV _ Documentary _ Commercial _ Still Photo _ Music Video _ Student _ Other

Location of Shoot: Cartersville Town Center Wall Street

Date(s) 4/24 or 5/1 Through 4/25 or 5/1

Time(s): _ 5am a.m/p.m Until _ 9pm a.m./p.m

In the event of inclement weather, film date(s) will be: TBD

Do you plan to have amplified sound? _ Yes _ x_ No

Number of Cast/Crew: _ 300

Number of Extras_ 80

Any Special Effects? _ **Yes** No

If yes, please describe: Car flips/ Stunts

Car flips through cables and pressure

Vehicles and Parking:

10 trialers,10 trucks,10 vans

Number of Vehicles: _

300 Cars

Types of Vehicles: Cars and Vans: _ Trucks_ Trailers 10

Other:

Lifts, stunt cars, picture cars

Crew Parking Location: _

Base Camp Location: _

If yes, please describe:

To Be Determined

Any street parking? on Yes _ No (Please note that vehicles are only allowed to be parked one side of the street)

Please provide the following:

- Proof of liability insurance (minimum of $500,000 for general shoot, $5,000,000 for some special effects)
- Proof of 501(c)(3) tax-exempt status, if applicable
- Written permission to shoot from private property owner(s)
- Copy of notification letter to residents regarding film shoot
- Detailed sketch of traffic plan during production
- Description of city staff that will be needed for production or traffic control, if applicable
- Processing fee of $100.00

Hold Harmless Agreement

The undersigned releases, acquits, and forever discharges THE CITY OF CARTERSVILLE, GEORGIA, and its officers, employees, agents, servants, successors, heirs, executors, and administrators from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and compensation whatsoever, which may hereafter arise out of permitee's activities, including events seen and unforeseen. The undersigned applicant affirms that he/she is authorized to make the above assurances on behalf of the film company.

Hold Harmless Agreement

The undersigned releases, acquits, and forever discharges THE CITY OF CARTERSVILLE, GEORGIA, and its officers, employees, agents, servants, successors, heirs, executors, and administrators from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and compensation whatsoever, which may hereafter arise out of permittee's activities, as indicated on the attached documents attached hereto and included herin by reference as Exhibit"A" , including events seen and unforeseen. The undersigned applicant affirms that he/she is authorized to make the above assurances on behalf of the film company.

This________day of____________________, 2016.

Name:____________________________________

Printed Name:______________________________

Title:_____________________________________

Company:_________________________________

Acknowledgement
The undersigned acknowledges receipt from the City of Cartersville of the following ordinances:

1) Media Production Ordinance

Applicant's Signature: _ Date: _

Applicant's Name (Print): _

City Hall Use only:

Approval / Denial By: _ Police Chief

Approval / Denial By: _ Fire Chief

Approval / Denial By: _ Public Works

Approval / Denial By: _ Film Liaison

Date: _ Issued By: _ Planning & Development

Documents Received

- Proof of liability insurance (minimum of $1,000,000)
- Written permission to shoot from private property owner(s)
- Copy of notification letter sent to residents of film shoot
- Description of city staff that will be needed for production or traffic control, if applicable
- Written permission to shoot from private property owner(s)
- Proof of 501 (c)(3) tax-exempt status, if applicable
- Detailed sketch of traffic plan during production
- Processing fee of $100.00 Check #_ Cash _ Other _

Documents received by: _ Date Received: _

Notes: _

Distribution List:
_ Planning & Development Director
_ Chief of Police
_ Public Works Director
_ Fire Chief

Dear Residents and Business Owners,

Infinity Productions II is planning on filming some scenes for the film "Level Up".

We plan to film in Downtown Cartersville along Wall Street. The company is working with the City of Cartersville to obtain all the necessary permits to complete our work.

The proposed filming dates are:
Preparation on April 21-23, 2016.
Film on April 24, 2016

Or, in case of rain:
April 28-30, 2016
Film on May 1, 2016

As we get closer to the event, we will have a better gauge of the weather and will pick the best weekend to film.

The scene will involve some stunts and precision driving along the parking lot on Wall Street. We have requested the following Street Closures, for our Sunday film day only.

TENNESSEE STREET FROM LEAKE TO CHURCH STREET
CHURCH STREET FROM ERWIN TO TENNESSEE STREET
ERWIN STREET FROM LEAKE TO CHURCH
LEAKE STREET FROM TENNESSE TO ERWIN

We would like to address any possible concerns that you may have. Please feel free to contact us any time.

Thank you,

Cat Kagan, Location Manager – (213) 705-7168
Caleb Hinshaw, Key Assistant Location Manager – (404) 783-0195

LEVEL UP
400 VETERANS PARKWAY
BUILDING 101, FAYETTEVILLE, GA 3-214
(678) 379-4533

FILM SURVEY FORM

Infinity Productions II is planning to film scenes for the feature film "LEVEL UP".

On April 24 or May 1st (weather depending) From 5am to 9pm (approximate times).
The scene will take place on Wall Street in Downtown Cartersville.
The scene will involve the following proposed street closures:

TENNESSEE STREET FROM LEAKE TO CHURCH STREET
CHURCH STREET FROM ERWIN TO TENNESSEE STREET
ERWIN STREET FROM LEAKE TO CHURCH
LEAKE STREET FROM TENNESSE TO ERWIN

Please note the film day will be on Sunday to minimize impact on the town; we will be placing message boards ahead of time to remind residents and businesses of the closures. The company has applied for all the necessary permits and maintains all insurance requirements.

If you have any questions or concerns please do not hesitate to contact:
Cat Kagan, Location Manager – (213) 705-7168
Caleb Hinshaw, Key Assistant Location Manager – (404) 783-0195

☐ I HAVE NO CONCERNS regarding proposed activities.

☐ MY SPECIFIC CONCERNS with the proposed activities are as follows:

____

Signature
____

Print Name
____

Address
____

Phone
____

City of Cartersville

City Council Meeting
3/17/2016 9:00:00 AM
January 2016 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recomendation:	Attached is the January 2016 financial report along with the January 2016 supplemental financial information and the January 2016 cash position.
City Manager's Remarks:	Tom R. will present this information at the Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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MONTHLY SUMMARY

As of January 31, 2016

	FY 2014-15 MONTH OF January-15	FY 2015-16 MONTH OF January-16	FY 2014-15 Year to Date January-15	FY 2015-16 Year to Date January-16	100.00% OF BUDGET (Year to Date)
GENERAL FUND *excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures*					
REVENUE	$1,651,304	$2,487,343	$14,520,058	$24,376,222	100.25%
EXPENDITURE	$1,730,208	$2,516,720	$13,915,361	$23,499,274	96.64%
Gen. Fund Net Profit (Loss)	**($78,904)**	**($29,377)**	**$604,697**	**$876,948**	
WATER & SEWER					
REVENUE	$1,208,602	$1,293,061	$9,137,693	$9,525,596	61.16%
EXPENDITURE	$1,472,796	$1,032,987	$8,231,955	$7,569,790	48.60%
Wtr. & Swr. Fund Net Profit (Loss)	**($264,194)**	**$260,074**	**$905,738**	**$1,955,806**	
GAS					
REVENUE	$2,928,231	$1,957,714	$12,975,584	$10,194,440	44.02%
EXPENDITURES	$2,020,567	$1,750,942	$13,589,916	$11,406,215	49.25%
Gas Fund Net Profit (Loss)	**$907,664**	**$206,772**	**($614,332)**	**($1,211,775)**	
ELECTRIC					
REVENUE	$3,966,165	$3,951,977	$28,859,239	$29,537,068	59.24%
EXPENDITURES	$3,699,952	$3,680,577	$27,848,658	$27,165,714	54.48%
Electric Fund Net Profit (Loss)	**$266,213**	**$271,400**	**$1,010,581**	**$2,371,354**	
STORMWATER					
REVENUE	$172,949	$115,424	$834,695	$797,900	57.44%
EXPENDITURE	$76,762	$99,439	$710,442	$692,805	49.88%
Stormwater Fund Net Profit (Loss)	**$96,187**	**$15,985**	**$124,253**	**$105,095**	
SOLID WASTE					
REVENUE	$180,514	$185,211	$1,269,481	$1,296,053	54.26%
EXPENDITURE	$150,761	$209,013	$1,275,094	$1,449,888	60.70%
Solid Waste Fund Net Profit (Loss)	**$29,753**	**($23,802)**	**($5,613)**	**($153,835)**	
FIBER OPTICS					
REVENUE	$151,835	$168,077	$1,085,663	$1,164,984	62.12%
EXPENDITURE	$126,097	$189,245	$940,933	$1,068,476	56.97%
Fiber Fund Net Profit (Loss)	**$25,738**	**($21,168)**	**$144,730**	**$96,508**	

	Description	1/31/2016	FY 2016 Budget	% of Monthly Totals to Budget
General Fund	**Total Revenues**	**$24,376,222**	**$24,315,565**	**100.25%**
	GO Bond Proceeds from School	$9,879,375	$1,448,125	682.22%
	Property Taxes-City Portion Only	$1,352,764	$1,570,235	86.15%
	Local Option Sales Tax (LOST)	$2,167,698	$3,916,000	55.35%
	Other Taxes	$5,240,910	$7,719,290	67.89%
	Building Permit & Inspection Fees	$140,098	$140,000	100.07%
	Fines and Forfeitures	$335,059	$700,000	47.87%
	Operating Transfers In-City Utilities	$2,724,975	$4,603,245	59.20%
	Other Revenues	$2,535,343	$4,218,670	60.10%
	Total Expenditures	**$23,499,274**	**$24,315,565**	**96.64%**
	Personnel Expenses	$9,837,814	$15,730,045	62.54%
	Operating Expenses	$3,309,224	$5,988,545	55.26%
	Capital Expenses	$104,111	$298,500	34.88%
	GO Bond Proceeds from School	$9,879,375	$1,448,125	682.22%
	Debt Pymt - JDA/CBA	$26,975	$394,650	6.84%
	Library Appropriations	$341,775	$455,700	75.00%
Water & Sewer Fund	**Total Revenues**	**$9,525,596**	**$15,575,145**	**61.16%**
	Water Sales	$5,817,574	$9,432,605	61.68%
	Sewer Sales	$3,414,169	$5,424,540	62.94%
	Bond Proceeds	$0	$0	#DIV/0!
	Prior Year Bond Proceeds	$0	$0	#DIV/0!
	Prior Year Capacity Fees	$0	$305,000	0.00%
	Other Revenues	$293,853	$413,000	71.15%
	Total Expenditures	**$7,569,790**	**$15,575,145**	**48.60%**
	Personnel Expenses	$2,096,868	$3,465,290	60.51%
	Operating Expenses	$1,841,906	$3,346,775	55.04%
	Capital Expenses	$124,584	$2,630,500	4.74%
	Transfer To General Fund	$1,462,749	$2,507,570	58.33%
	Debt Payments	$2,043,683	$3,625,010	56.38%
Gas Fund	**Total Revenues**	**$10,194,439**	**$23,159,760**	**44.02%**
	Gas Sales	$9,079,519	$20,350,660	44.62%
	Gas Commodity Charge	$761,563	$1,245,000	61.17%
	Bond Proceeds	$0	$653,100	0.00%
	Proceeds from Capital Leases	$0	$76,000	0.00%
	Other Revenues	$353,357	$835,000	42.32%
	Total Expenses	**$11,406,214**	**$23,159,760**	**49.25%**
	Personnel Expenses	$1,118,361	$1,925,315	58.09%
	Operating Expenses	$709,788	$1,469,350	48.31%
	Purchase of Natural Gas	$7,387,987	$14,808,320	49.89%
	Transfer to General Fund	$1,994,181	$3,420,825	58.30%
	Capital Expenses	$195,897	$1,535,950	12.75%

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	Description	1/31/2016	FY 2016 Budget	% of Monthly Totals to Budget
Electric Fund	**Total Revenues**	**$29,537,068**	**$49,860,820**	**59.24%**
	Electric Sales	$28,723,694	$47,909,705	59.95%
	Other Revenues	$813,374	$1,308,030	62.18%
	Use of Reserves		$643,085	0.00%
	Total Expenses	**$27,165,714**	**$49,860,820**	**54.48%**
	Personnel Expenses	$1,390,065	$2,326,270	59.76%
	Operating Expenses	$719,206	$1,353,135	53.15%
	Purchase of Electrcity	$22,634,224	$42,211,805	53.62%
	Capital Expenses	$740,544	$1,088,970	68.00%
	Transfer to General Fund	$1,681,675	$2,880,640	58.38%
Stormwater Fund	**Total Revenues**	**$797,900**	**$1,389,000**	**57.44%**
	Stormwater Revenues	$790,020	$1,340,000	58.96%
	Mitigation Grant Revenue	$0	$0	#DIV/0!
	Other Revenues	$7,880	$13,000	60.62%
	Proceeds from Capital Leases	$0	$36,000	0.00%
	Prior Year Carryover	$0	$0	#DIV/0!
	Stormwater Improvement Funds	$0	$0	#DIV/0!
	Total Expenses	**$692,805**	**$1,389,000**	**49.88%**
	Personnel Expenses	$391,119	$698,585	55.99%
	Operating Expenses	$300,579	$579,695	51.85%
	Capital Expenses	$1,107	$110,720	1.00%
Solid Waste Fund	**Total Revenues**	**$1,296,053**	**$2,388,600**	**54.26%**
	Refuse Collections Revenues	$1,260,803	$2,177,450	57.90%
	Other Revenues	$35,250	$41,150	85.66%
	Proceeds From Capital Leases	$0	$170,000	0.00%
	Total Expenses	**$1,449,888**	**$2,388,600**	**60.70%**
	Personnel Expenses	$584,558	$1,081,240	54.06%
	Operating Expenses	$773,309	$1,137,360	67.99%
	Capital Expenses	$92,021	$170,000	54.13%
Fiber Optics Fund	**Total Revenues**	**$1,164,984**	**$1,875,465**	**62.12%**
	Fiber Optics Revenues	$1,030,297	$1,765,720	58.35%
	GIS Revenues	$61,400	$104,000	59.04%
	Other Revenues	$73,287	$5,745	1275.67%
	Total Expenses	**$1,068,476**	**$1,875,465**	**56.97%**
	Personnel Expenses	$416,165	$785,395	52.99%
	Operating Expenses	$472,084	$752,880	62.70%
	MEAG Telecom Statewide Pymt	$90,486	$115,795	0.00%
	Debt Payment to Electric Dept	$0	$92,395	0.00%
	Capital Expenses	$89,741	$129,000	69.57%

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Cash Position

	6/30/15	7/31/15	8/31/15	9/30/15	10/31/15	11/30/15	12/31/15
Total Unrestricted Cash Balance	$14,730,500.90	$14,002,158.95	$15,198,260.99	$15,972,077.87	$16,484,083.63	$19,021,850.36	$15,759,976.71
Total Restricted Cash Balance	$64,560,610.64	$63,821,933.72	$62,696,702.71	$61,893,236.40	$63,988,695.78	$64,773,390.76	$64,534,515.97

Cash Position		1/31/16	2/28/16	3/31/16	4/30/16	5/31/16	6/30/16
Total Unrestricted Cash Balance		$16,602,948.78					
Total Restricted Cash Balance		$61,460,594.02					

Highlights for the Month of January 2016:
Unrestricted cash increased due mainly to increases in cash balances in the water fun, the electric fund, and the health insurance fund.

Restricted cash decreased due mainly to market volatility of the pension fund and decreased debt service account due to payments being made on the debt.