



City of Cartersville

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

COUNCIL PERSONS:

Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Lori Pruitt
Jayce Stepp
Louis Tonsmeire, Sr.

AGENDA

Council Chamber, Third Floor of City Hall – 7:00
PM – 7/16/2015
Work Session – 6:00 P.M.

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda**A. Council Meeting Minutes**

1. July 2, 2015 (Pages 1-20)

[Attachments](#)

B. Second Reading of Ordinances

1. Revision to Pawnshop Ordinance (Pages 21-31)

[Attachments](#)

C. Change Order

1. Douthit Ferry Road Environmental Change Order (Pages 32-35)

[Attachments](#)

D. Contracts/Agreements

1. Carter Grove Road Asphalt Surfacing (Pages 36-41)

[Attachments](#)

2. GDOT Local Maintenance and Improvement Grant (Pages 42-46)

[Attachments](#)

3. Mowing Contract Increase (Page 47)

[Attachments](#)

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4. Floyd County Prison Work Detail (Pages 48-53)

[Attachments](#)

E. Bid Award/Purchases

1. Firehouse Software System Annual Update (Pages 54-55)

[Attachments](#)

2. Barracuda Web Filter Annual Maintenance (Page 56)

[Attachments](#)

3. Primary Screw Pump #2 Bottom Bearing (Pages 57-59)

[Attachments](#)

4. Life, AD&D and Disability Insurance Renewal (Pages 60-65)

[Attachments](#)

F. Presentations

1. Citizen Survey Results Presentation (Page 66)

[Attachments](#)

G. Monthly Financial Statement

1. May 2015 (Pages 67-71)

[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
7/16/2015 7:00:00 PM
July 2, 2015

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Approval of the minutes from July 2, City Council meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square

6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tate

Pledge of Allegiance led by Council Member Pruitt

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

II. Regular Agenda

A. Council Meeting Minutes

1. June 18, 2015

A motion to approve the June 18, 2015 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

B. Appointments

1. Bartow County Board of Health

Sam Grove, City Manager recommended the appointment of Tonya Emery to the Bartow County Board of Health. Her term will expire December 31, 2016. She will fill an unexpired term due to the death of Edsel Dean.

2. Cartersville-Bartow Library Board

Sam Grove, City Manager recommended the appointment of Ginny Weaver to the Cartersville - Bartow Library Board. Her term will expire June 30, 2018.

A motion to approve Tonya Emery to the Bartow County Board of Health and Ginny Weaver to the Cartersville-Bartow Library Board was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

C. Second Reading of Ordinances

1. Amendment to the Alcohol Ordinance

Randy Mannino, Planning & Development Director, stated that the ordinance currently allows the lasting of wine and wine specialty shops; however it does not allow the tasting of beer for growlers. The amendment to the Alcohol Ordinance will allow for the tasting of beer for growlers. The ordinance allows up to one visit per day and four samples of two ounces each per visit. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Alcohol Control Board has recommended approval.

A motion to approve the Amendment to the Alcohol Ordinance was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 22-15

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 4.ALOCOHOLIC BEVERAGES. ARTICLE II. LICENSE REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. Sec. 4-106** is hereby amended by adding a new paragraph (e) to read as follows:

1.

(e) Establishments licensed to sell Growlers may offer samples under the following guidelines:

(1) Growler malt beverage sampling shall be on limited occasions when a customer requests a sample of a growler malt beverage offered for sale within the premises.

(2) Growler malt beverage tasting for customers shall only be conducted at a counter area constituting no more than ten (10) percent of the entire floor area of the premises.

(3) Growler malt beverage sampling for customers shall be limited to no more than one (1) time per day per customer. Samples shall not exceed two (2) ounces, and no customer shall consume more than eight (8) ounces in any two-hour period.

(4) Only the licensee or an employee shall open, handle, and serve growler malt beverages, and samples shall only be poured by the licensee and/or an employee.

(5) No open growler containers shall be removed from the licensed premises.

2.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of June.

ADOPTED this the 2nd day of July. Second Reading.

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

ATTEST:

**/s/ Catheryn Hembree
Catheryn Hembree
Deputy City Clerk**

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

1. T15-02: Text Amendment application by City of Cartersville to Revise section 2.2 Definitions and Section 9.6 G-C General Commercial District of the Zoning Ordinance

Randy Mannino, Planning & Development Director, stated that based on the recently approved changes to State Legislation regarding fireworks, Cartersville Fire Department staff recommends adding information to the existing Zoning Ordinance. The additional information will include: 1. Defining Commercial fireworks retail sales facility, and 2. Limit such facilities to the G-C zoning district with exceptions. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission recommended approval.

A motion to approve T15-02 was made by Council Member McDaniel and seconded by Council Member Pruitt. Motion carried 3-2 with the Council Members Tate and Tonsmeire voting against and Mayor Santini breaking the tie.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 23-15

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville that City of Cartersville Code of Ordinances, Chapter 26. Zoning, Article II- INTERPRETATIONS AND DEFINITIONS and Article IX-COMMERCIAL DISTRICT REGULATIONS are revised as follows:

1.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE II- INTERPRETATIONS AND DEFINITIONS Section 2.2.3 DEFINITIONS is hereby amended by adding the following definition; the remaining provisions of Chapter 26 Section 2.2.3 shall remain in full force and effect:

“2.2.3. C

Consumer fireworks retail sales facility means a permanent or temporary building or structure, stand, tent, canopy, or membrane structure that is used primarily for the retail display and sale of consumer fireworks to the public. Said definition shall not apply to facilities or stores where the consumer fireworks are in packages in which the total quantity of fireworks on hand does not exceed 125 pounds (net) [56.8 kilograms] of pyrotechnic composition or, in a building protected throughout with an approved automatic sprinkler system installed in accordance with National Fire Protection Association (NFPA) 13, Standard for the Installation of Sprinkler Systems, not to exceed 250 pounds (net) [113.6 kilograms] of pyrotechnic composition.”

2.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE IX-COMMERCIAL DISTRICT REGULATIONS Section 9.6.2 is hereby amended by adding the following use; the remaining provisions of Chapter 26 Section 9.6.2 shall remain in full force and effect:

“9.6.2. Use regulations. Within the G-C district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

A. Permitted uses. Structures and land may be used for only the following purposes:

- **Consumer fireworks retail sales facility.”**

3.

It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of

Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of June.

ADOPTED this the 2nd day of July. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Catheryn Hembree

Catheryn Hembree

Deputy City Clerk

2. Z15-01: Rezoning Application by LGI Homes (Adam Corder, Representative) for Property located on Center Road and Autumn Canyon Path near I-75 (approximately 37.1 acres) from R-10 with conditions to R-10 Conditions.

Randy Mannino, Planning & Development Director, stated that when the land on the north & south sides of Center Road west of I-75 was rezoned in 2005. It went from R-20 to R-10* (small lot conservation subdivision). The new zoning allowed for lots to be 7,000 sq ft. in size. The applicant had no objections to a zoning condition requiring that a swimming pool, tennis court, and clubhouse. The land sat vacant for several years. In 2014, LGI homes purchased the 37 acre tract with the intent of 75 homes. LGI Homes added a playground in the rear but does not propose to install a pool, tennis court, or clubhouse. The proposal would delete zoning condition #3 for the south side property. Since LGI Homes does not own the north side property on Center Rd west of I-75 and that area is not part of this application, zoning condition #3 would still apply to the north side of the road. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission recommends approval.

A motion to approve Z15-01 was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 24-15

Petition No. Z15-01

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 LGI Homes. Property is located Center Road & Autumn Canyon Path. Said property contains 37.1 acres located in the 4th District, 3rd Section, Land Lot(s) 188, 245 – 246 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from R-10 with conditions to R-10 with conditions to eliminate condition #3 to finish south side of subdivision. 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 June 2015.

ADOPTED this the 2nd day of July. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Catheryn Hembree

Catheryn Hembree

Deputy City Clerk

E. First Reading of Ordinances

1. Revision to Pawnshop Ordinance

Keith Lovell, Assistant City Attorney stated that there would be a revision to the Pawnshop Ordinance after meeting with the pawnshop owners. These revisions have the approval of the City of Cartersville Police Department.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia CHAPTER 10. LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. ARTICLE VI. PRECIOUS METALS AND PRECIOUS STONE DEALERS is hereby deleted and is to be replaced in its entirety as follows:

1.

**ARTICLE VI. DEALERS IN PRECIOUS METALS AND GEMS,
PAWNBROKERS, PAWNSHOPS AND SCRAP METAL PROCESSOR**

Sec. 10-151. Definitions.

For the purposes of this Article VI. Dealers in Precious Metals and Gems, Pawnbrokers, Pawnshops and Scrap metal Processor, the following words and terms shall have the meanings respectively ascribed to them:

Dealer in precious metals and gems means any person, whether as owner, agent or employee, who engages in the business of purchasing precious metals or gems or articles containing any precious metal or gem, including coins, from members of the general public for resale to brokers, dealers or melters.

Electronic reporting system means a computer based system, as specified by the Chief of Police, which is designed to record and transmit data and information electronically.

Gems means any precious or semi-precious stone which is cut and polished.

Goods means every species of tangible personal property not specifically defined herein, but does not include goods received on consignment, from wholesalers, or retailers, and/or from bulk purchases at estate sales or closing or relocation sales.

Pawnbroker means any person, whether as owner, agent or employee, engaged in whole or in part in the business of lending money on the security of pledged goods, or in the business of purchasing tangible personal property on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this section.

Pawnshop means any person, whether as owner, agent or employee, engaged in whole or in part in the business of lending money on the security of pledged goods, or in the business of purchasing tangible personal property on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this section.

Person means an individual, partnership, corporation, joint venture, trust, association, or other legal entity however organized.

Precious metals means gold, silver or platinum or any metal containing gold, silver or platinum.

Scrap metal processor means any person engaged in the business of buying scrap vehicles, automotive parts, or other metallic waste, with the intent to process such material for resale as scrap or in bulk, by melting, reforming or otherwise.

Sec. 10-152. Penalty for violation of Article.

Any person who shall violate any of the provisions of this Article shall be punished upon conviction in the municipal court of the city as provided in Section 1-6. Additionally, the Mayor and City Council may revoke any license issued under this Article, if the Licensee is convicted of a violation of this Article.

Sec. 10-153. License required.

It shall be unlawful for a buyer of precious metals and gems pawnbroker, pawnshop, scrap metal processor, to engage in such business within the city without first obtaining a license in compliance with the provisions of this chapter. This license is supplemental to any other license required to operate a business in the City.

Sec. 10-154. Application for license disqualification.

Applicants for a license pursuant to this Article shall file with the city clerk a written application under oath, signed by the applicant if an individual, or by all partners if a partnership, or by the president of the corporation, and showing the following:

- (1) The name of the person having the management or supervision of the applicant's business during the time that it is proposed that it will be carried on within the city; the local address of such person while engaged in such business; the permanent address of such person; the capacity in which such person will act, that is, whether as proprietor, agent or otherwise; the name and address of the person on whose account the business will be conducted, if any; and, if a corporation, the name of the state in which the corporation is incorporated;

- (2) The place within the city where it is proposed to conduct the applicant's business, and the length of time during which it is proposed that such business will be conducted;
- (3) Credentials from the person for which the applicant proposes to do business, authorizing the applicant to act as representative; and
- (4) Such other reasonable information as to the identity and character of the person having the management or supervision of the business and the manner of doing business as the city council may deem proper in order to fulfill the purpose of this chapter in the protection of the public interest.
- (5) An applicant is disqualified for a license if they have been convicted of the offense or receiving stolen property, theft, burglary, robbery, larceny or any other offense involving the receipt, sale, disposal of stolen property.
- (6) No person holding a license under this article shall have any business dealings with any person less than eighteen (18) years of age except with the written consent of the parent or guardian of the minor to each particular transaction. No license shall be issued to any person who is not eighteen (18) years of age or over. No license holder shall employ a person less than eighteen (18) years of age to assist him in his business.
- (7) Additionally, the licensee and any employees thereof must have a criminal history background check performed by the City of Cartersville Police Department.

Sec. 10-155. Posting of license.

The license issued pursuant to this Article shall be posted conspicuously and prominently in the place of business named therein. If the applicant desires to do business in more than one place within the city, separate licenses shall be purchased and issued for each place of business, and shall be posted conspicuously and prominently in each place of business.

Sec. 10-156. Registration fee.

The fee assessed pursuant to this section is as referenced on the fee schedule in the City of Cartersville Code Section 17-88.

Sec. 10-157. Revocation of license.

- (a) The license issued pursuant to this Article may be revoked by the mayor and city council, after notice and hearing, for any of the following causes:
 - (1) Any fraud, misrepresentation or false statement contained in the application for license;
 - (2) Any fraud, misrepresentation or false statement made in connection with any purchase transaction;
 - (3) Failure to maintain the daily record as required in this Article;
 - (4) Any other violation of this Article; or
 - (5) Conducting the business licensed under this Article in any unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- (b) Notice of hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be served on the licensee by handing the notice personally to the person in charge of the licensee's business, or by mailing the notice, postage prepaid, to the licensee, at his last known address, at least five days prior to the date set for the hearing.

Sec. 10-158. Records and information to be recorded.

Every person or business engaged as a pawnbroker, pawnshop, scrap metal processor, or dealer in precious metals and gems within the city shall secure from every person from whom he or she receives any goods, except used books, whether by purchase or through pledge, trade, pawn or exchange, the following:

- (1) Government-issued photo identification card, such as a driver's license, military identification card, state identification card or passport;
- (2) The name, address, telephone number, race, sex, height, weight, date of birth, and a Social Security or driver's license number;
- (3) A digital photograph clearly showing a frontal view of the subject's face. Each digital image shall be labeled with the date and time of the transaction and stored in such a manner that they are safe from corruption. If the same subject makes additional transactions within thirty (30) days of the original transaction; provides the same government issued photo identification card as mentioned above; and the subject's appearance has not materially changed, a new digital photograph shall not be required until a transaction is made after thirty (30) days from the original transaction;

- (4) A complete and accurate description of the goods acquired, and a digital photograph or image of the goods acquired including the following information, if available:
 - a. Brand name;
 - b. Model number;
 - c. Manufacturer's serial number;
 - d. Size;
 - e. Color, as apparent to the untrained eye;
 - f. Precious metal type, weight, and content if known;
 - g. Gemstone description, including the number of stones;
 - h. In the case of firearms, the type of action, caliber or gauge, number of barrels, barrel length, and finish;
 - i. Any other unique identifying marks, numbers, or letters;
 - j. The date and time of the transaction.
- (5) The pawnbroker, pawnshop, and dealer in precious metals and gems shall maintain the above information and digital photographs or images for a period of three (3) years and make the same available to law enforcement personnel upon request.
- (6) The pawnbroker, pawnshop, and dealer in precious metals and gems shall require the seller to sign a statement verifying that the seller is the rightful owner of the goods or is entitled to sell, consign, or trade the goods.
- (7) This Section shall not apply to the receipt of used books or pawn transactions commonly known as "title pawn" transactions where the pawnbroker takes possession of a motor vehicle certificate of title, takes a security interest in the motor vehicle certificate of title, and retains physical possession of the vehicle certificate of title for the entire length of the pawn transaction.

Sec. 10-159. Report to police; required format.

- (a) Every pawnbroker, pawnshop, scrap metal processor, and dealer in precious metals and gems located within the city shall make a computer-generated daily report, in such format as prescribed by the chief of police, of all transactions that occurred during the 24-hour period ending at 9:00 p.m. on the date of the report. A report shall be made each day prior to 11:59 p.m. for each day the operator or dealer transacts business. If an operator or dealer is closed, or does not otherwise engage in any transactions on a particular day, a report indicating "no transactions" shall be filed for that day. Daily reports shall be filed electronically by posting to a law enforcement web site designated by the chief of police. When technological

problems prevent posting the daily report electronically, a printed, typed or legibly handwritten report shall be delivered to the police department in lieu thereof.

- (b) This Section shall not apply to the receipt of used books or pawn transactions commonly known as "title pawn" transactions where the pawnbroker takes possession of a motor vehicle certificate of title; takes a security interest in the motor vehicle certificate of title, and retains physical possession of the vehicle certificate of title for the entire length of the pawn transaction.
- (c) This Section shall not apply to non-profit corporations, business or other entities who receive all personal property from donations.
- (d) This Article shall not apply to any precious metals or gems containing precious metals or gems obtained from industrial producers, manufacturers, licensed dealers, or distributors.
- (e) This Article shall not apply to dealers exclusively engaged in the sale or exchange of numismatic coins or to transactions exclusively involving numismatic coins or other coinage.

Sec. 10-160. Hold period; police holds.

- (a) Any pawnbroker, pawnshop, scrap metal processor, dealer in precious metals and gems, or person operating under a license granted pursuant to this Article who takes goods on pawn or who buys goods, taking full title thereto, shall hold the goods so taken in pawn or otherwise acquired for at least seven (7) calendar days before disposing of the goods by sale, transfer, shipment or otherwise.
- (b) The City of Cartersville Police Department, or any other law enforcement agency, has the authority to place property that is the subject of police or law enforcement investigation on "police hold". In that event, the City of Cartersville Police Department, or other law enforcement agency, shall notify the pawnbroker, pawnshop, scrap metal processor, or dealer in precious metals and gems of the need for a "police hold" and identify all property subject to the "police hold". Upon notification, it shall be the responsibility of the pawnbroker, pawnshop, scrap metal processor, or dealer in precious metals and gems to maintain the subject property until such time as the property is released from "police hold" status or the property is confiscated as evidence.
- (c) If any Cartersville Police Officer has probable cause to believe that precious metals or gems have been stolen, he may give notice in writing to the dealer to retain the precious metals or gems for an additional fifteen (15) days; and

it shall be unlawful for the dealer to dispose of the property unless the notice is revoked in writing within the fifteen (15) days period.

Sec. 10-166. Unlawful acts.

It shall be unlawful for pawnbroker, pawnshop, scrap metal processor, dealer in precious metals and gems or person operating under a license granted pursuant to this Article to commit any of the following acts:

- (1) Fail to make an entry of any material matter in the daily record of said business;
- (2) Make any false entry in the daily record of said business;
- (3) Falsify, obliterate or destroy the daily record of said business or remove the daily record from the place of business;
- (4) Refuse to allow any police officer or duly authorized law enforcement officer to inspect the daily record of said business or any goods in the possession of said business during the ordinary hours of business or at any reasonable time;
- (5) Make any false statement in the permit application and registration provided for in this Chapter;
- (6) Refuse to allow any duly authorized law enforcement officer to inspect such permanent record, or any precious metals or gems or goods made from precious metals or gems in his possession, during the ordinary hours of business or at any reasonable time;
- (7) Sell, exchange, or remove from the legal possession of the buyer, or to alter the form of, any precious metals or gems or goods made from precious metals or gems purchased by remounting, melting, cutting up, or otherwise altering the original form until at least seven (7) calendar days have elapsed from the time of purchase or acquisition;
- (8) Fail to make the report as required in this Article;
- (9) Purchase any precious metals or gems from any person under 17 years of age; or
- (10) Fail to comply with this chapter in any other material way.

Sec. 10-167. Itinerant Dealers.

- (a) **Itinerant Dealers in Precious Metals or Gems. Applicability.** This section shall be applicable to all itinerant dealers of precious metals or gems, whether their sales, trades and purchases are at retail or wholesale or by any form of pawn. Specifically excluded are wholesalers, buyers and sellers who sell, trade and deal only with mercantile establishments or purchase precious metals or gems from manufacturers, manufacturer's representatives, or other dealers in precious metals or gems.
- (b) **Notice of intent to conduct business.**
 - (1) **Occupational Tax Certificate Required.** Any person, firm or corporation who does business in City of Cartersville as an Itinerant Dealers in Precious Metals or Gems shall, before engaging in such business, obtain a business tax certificate in accordance with this Chapter.
 - (2) **Permit required.** It shall be unlawful for any person to engage in activities as an itinerant dealer in precious metals or gems in City of Cartersville without having obtained a valid permit for each separate location and for each person engaging in said activities. Prior to advertising any buying, selling, trading or otherwise dealing in precious metals or gems, an itinerant dealer shall, at least 3 business days prior to the initial advertising, file with the Planning and Development Department an application for a regulatory permit to conduct the business of itinerant dealer in precious metals or gems in City of Cartersville.
 - (3) Such application shall include the following:
 - (a) Full name of the person, group or association, and its address;
 - (b) The name of the person who will be conducting business in City of Cartersville and his home address, including proper identification as defined;
 - (c) The length of the stay in City of Cartersville, including the dates of opening and closing, at each fixed location not to exceed 15 days;
 - (d) The fingerprints of the person or persons who will be conducting such business in City of Cartersville; and
 - (e) Where the business will be conducted, and during what hours; except that no itinerant dealers in precious metals or gems shall operate at any location in City of Cartersville between the hours of 8:00 p.m. and 8:00 a.m. Monday through Saturday or during any hours on Sunday.
 - (4) **No person who has been convicted of a felony under the laws of this state or any other state of the United States shall be eligible to receive a regulatory permit to conduct business as an itinerant merchant of precious metals or gems within City of Cartersville. This paragraph shall not apply to any person who has been convicted of a felony after ten years have expired from the date of completion of the felony**

sentence. Prior to the issuance of the regulatory permit, a background investigation shall be required for each person who will be conducting business in City of Cartersville. If the eligibility requirements are met, then the regulatory permit shall be issued for each person meeting the requirements. The provisions of this Article shall apply to the background investigation required herein.

(5) Each regulatory permit issued pursuant to this section shall be nontransferable and valid for period of time listed by the applicant in response to paragraph (c) (3) above, not to exceed fifteen (15) days.

(6) Every itinerant dealer shall admit to the premises where business is being conducted any law enforcement officer, who in the performance of official lawful duties as prescribed by the Chief of Police, may desire at any time to search for articles missing or stolen, or to make any inspection of records authorized by this chapter, without the formality of a search warrant.

(c) Records. All itinerant dealers, both salesmen and buyers, of precious metals or gems shall keep records wherein shall be entered an accurate description of all property pledged, traded or sold by them. Such description shall include to the extent possible the name or the make of the article, any identifying mark or number, and a statement of the kind of material of which it is made. In such records there shall be entered also the full name and address of the person by whom same was deposited or sold, and the time when the same was done, and the name, address, date of birth and drivers' license number of seller; and a photocopy of the proper identification. In the event the seller does not have a drivers' license, other proper identification as defined shall be required and photocopied. All purchased items shall be digitally photographed. These entries shall be made as soon after the transaction as is possible but in no event more than one hour after the time given for daily close of business as provided for in this Article above. Such records may be kept electronically as long as a copy of the electronic records can be provided to the City of Cartersville Police Department or other law enforcement agency upon demand.

(d) Daily Accurate Report to police. Every traveling and itinerant dealer shall make a report to the City of Cartersville Police Department, as required in Section 10-159 (Daily Electronic Reporting). The report shall be in such form as may be prescribed by the Chief of Police, of all property pledged, traded, bought or sold during the period of operation in City of Cartersville, and shall show the name and address of any person who bought, sold, traded or otherwise disposed of or received any item; the date and time of the transaction; the amount paid or advanced, or the item traded; the full description of articles, including kind, style, material, color, design, kind and number of stones in jewelry; and all identifying names, ranks, and numbers; and a description of persons trading, buying, selling or pawning, including the name, address, race, weight, height, photocopy of proper ID.

(e) **Surrender of stolen property.** In the event it is determined that any item bought, sold or traded to, or received by the itinerant dealer, salesman or buyer is the subject of any theft of crime, the dealer, salesman or itinerant buyer shall, upon demand of the City of Cartersville Police Department , surrender the same to the City of Cartersville Police Department.

(f) **Holding period.** Every item covered by this section which is purchased from one seller shall be separately packaged, or kept separately, and not intermingled or confused with items purchased from another seller, for a period of seven (7) calendar days following the purchase of such item. Said items must be kept in the city of Cartersville, at a location designated by the licensee and provided to the Department of Planning and Development. No person engaging in the purchase of precious metals or items as defined this chapter shall sell or otherwise dispose, permit the sale or disposal, remove or permit to be removed from the license holder's place of business, intermingle with other jewelry or stones, alter, change, deface or permit the same of any such precious metals or stones purchased, until after the expiration of thirty days from the date of purchase.

Secs. 10-167 — 10-180. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 2nd day of July 2015.
ADOPTED this the day of. Second Reading.

/s/ **Matthew J. Santini**

Matthew J. Santini

Mayor

ATTEST:

/s/ **Connie Keeling**

Connie Keeling

City Clerk

F. Change Order

1. **Leake Mounds-Etowah RiverWalk Link – Engineering**
2. **Douthit Ferry Road Environmental Change Order**

Mayor Santini stated that these items were to be removed from the agenda until further information is available.

G. Contracts/Agreements

1. South of Main LLC Gas Main Relocation

Gary Riggs, Gas Superintendent, stated that this agreement reimburses the Gas Department for the cost of relocating our distribution main on Main Street. This relocation will allow the development and construction of the new Kroger Store. Mr. Riggs recommends approval.

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

H. Bid Award

Mayor Santini stated that two items needed to be added to the agenda. A motion to add two items to the agenda; 1) Screw Pump Coating from the Water Department and 2) BIG Project Vault from the Electric Department was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

1. Fluoride Purchase – Key Chemical

Bob Jones, Water Superintendent, stated that in August 2014 Council approved a blanket Purchase order for chemicals at both the Water and Wastewater Plants. The low and only bidder for Sodium Fluoride was Brentag Mid-South. When Brentag was contacted for a mid-supply order we were informed they did not have an adequate supply to meet the City's needs. An alternate form, Hydrofluorsilicic Acid, was requested from Mosaic Corporation who was the low bidder and approved by the blanket P.O. in August. Mosaic was not able to fill the order due to a shortage.

Due to the shortage of product from the primary vendors, we requested a resupply from Key Chemical who had the second lowest price when bids were taken for the original PO. Key honored their bid price from August, \$10,286.19. This is an additional cost of \$313.74 over the low bid price. This will be paid from the Chemical and Medical Supplies account. Mr. Jones recommends approval.

Mr. Lovell recommended adding to the motion to add Key Chemicals to the approved vendors list.

A motion to approve the bid order for fluoride from Key Chemical and to add Key Chemicals to the approved vendor list was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

2. Fluke 754 Process Calibrator for Water Treatment Plant

Bob Jones, Water Superintendent, stated that their current HART 275 Communicator at the Water Treatment Plant is 15-20 years old. The device is used to configure and calibrate pressure, turbidity, level, and flow meters used throughout the plant. After a lightning strike a new device was necessary. The replacement sensors could not be configured and installed by plant personnel because the communicator was not compatible with new sensors and the unit is too old to be upgraded. Bids were taken:

Graybar	\$7,019.22
Grainger	\$10,097.55
C&C Electric	\$10,281.23 for pieces individually or \$8,437.45 for a package deal

Mr. Jones recommends the low bid from Graybar.

A motion to approve the bid award for a new calibrator from Graybar was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

3. Added Item – Screw Lift Pump Coating

Bob Jones, Water Superintendent, stated that the Screw Pump at the Wastewater Treatment Plant needed continued work. Bids were sent to three vendors but only one responded. Harrison Contracting Company came back with a bid of \$35,650.00. They are the company currently working on site. If Council approves their bid the City would not be charged a mobilization fee for coming back out since they are currently on site and Mr. Jones recommended approval.

A motion to approve the bid award to Harrison Contracting Company for the Screw Lift Pump Coating was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

4. IRS Fine for Incorrect 1099 Filings for 2012.

Tom Rhinehart, Finance Director, stated that at the end of calendar year 2012 the finance department filed the necessary 1099's for the year. The IRS notified the City in August of 2014 that the City was being penalized \$20,000 for infractions of the incorrect filing of the 1099's. The infractions consisted of 1) filing more than 250 vendors in paper form and 2) filing erroneous information relating to some of our vendors. After researching errors, a letter was sent to the IRS explaining what took place and why the errors occurred. After several correspondences from the IRS stating they needed more time to investigate, we received a letter stating that additional information was needed. After completing the request, on June 15, 2015 the city received a response stating they abated the original fine from \$20,000 down to \$11,700. They requested more information for them to reconsider the fine amount. While putting together information the City received another letter stating they had further reviewed the information and our fine has been lowered to \$5,200 and is due 7-20-2015. Mr. Rhinehart recommended payment

to the IRS.

A motion to approve the payment for a fine to the IRS was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

5. Added Item – BIG Project Vault

Don Hassebrock, Electric Superintendent, stated that the Electric Department is needed to purchase a vault and man-hole for the B.I.G. project. A bid request was sent to two known bidders in the state that make pre-formed vaults. Stuart C. Irby was the only company that responded with a bid of \$10,833.00. The Irby bid included the setting of the vault. Mr. Hassebrock recommended approval.

A motion to approve the purchase of a vault from Stuart C. Irby was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Catheryn Hembree
Deputy City Clerk



City of Cartersville

City Council Meeting
7/16/2015 7:00:00 PM
Revision to Pawnshop Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	As a result of a meeting with the pawnshop owners and with the approval of the Cartersville Police Dept., revisions have been made to the pawnshop ordinance previously approved by Council.
City Manager's Remarks:	Your approval of this revision 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. LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. ARTICLE VI. PRECIOUS METALS AND PRECIOUS STONE DEALERS** is hereby deleted and is to be replaced in its entirety as follows:

1.

ARTICLE VI. DEALERS IN PRECIOUS METALS AND GEMS, PAWNBROKERS, PAWNSHOPS AND SCRAP METAL PROCESSOR

Sec. 10-151. Definitions.

For the purposes of this Article VI. Dealers in Precious Metals and Gems, Pawnbrokers, Pawnshops and Scrapmetal Processor, the following words and terms shall have the meanings respectively ascribed to them:

Dealer in precious metals and gems means any person, whether as owner, agent or employee, who engages in the business of purchasing precious metals or gems or articles containing any precious metal or gem, including coins, from members of the general public for resale to brokers, dealers or melters.

Electronic reporting system means a computer based system, as specified by the Chief of Police, which is designed to record and transmit data and information electronically.

Gems means any precious or semi-precious stone which is cut and polished.

Goods means every species of tangible personal property not specifically defined herein, but does not include goods received on consignment, from wholesalers, or retailers, and/or from bulk purchases at estate sales or closing or relocation sales.

Pawnbroker means any person, whether as owner, agent or employee, engaged in whole or in part in the business of lending money on the security of pledged goods, or in the business of purchasing tangible personal property on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this section.

Pawnshop means any person, whether as owner, agent or employee, engaged in whole or in part in the business of lending money on the security of pledged goods, or in

the business of purchasing tangible personal property on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this section.

Person means an individual, partnership, corporation, joint venture, trust, association, or other legal entity however organized.

Precious metals means gold, silver or platinum or any metal containing gold, silver or platinum.

Scrap metal processor means any person engaged in the business of buying scrap vehicles, automotive parts, or other metallic waste, with the intent to process such material for resale as scrap or in bulk, by melting, reforming or otherwise.

Sec. 10-152. Penalty for violation of Article.

Any person who shall violate any of the provisions of this Article shall be punished upon conviction in the municipal court of the city as provided in Section 1-6. Additionally, the Mayor and City Council may revoke any license issued under this Article, if the Licensee is convicted of a violation of this Article.

Sec. 10-153. License required.

It shall be unlawful for a buyer of precious metals and gems pawnbroker, pawnshop, scrap metal processor, to engage in such business within the city without first obtaining a license in compliance with the provisions of this chapter. This license is supplemental to any other license required to operate a business in the City.

Sec. 10-154. Application for license disqualification.

Applicants for a license pursuant to this Article shall file with the city clerk a written application under oath, signed by the applicant if an individual, or by all partners if a partnership, or by the president of the corporation, and showing the following:

- (1) The name of the person having the management or supervision of the applicant's business during the time that it is proposed that it will be carried on within the city; the local address of such person while engaged in such business; the permanent address of such person; the capacity in which such person will act, that is, whether as proprietor, agent or otherwise; the name and address of the person on whose account the business will be conducted, if any; and, if a corporation, the name of the state in which the corporation is incorporated;

- (2) The place within the city where it is proposed to conduct the applicant's business, and the length of time during which it is proposed that such business will be conducted;
- (3) Credentials from the person for which the applicant proposes to do business, authorizing the applicant to act as representative; and
- (4) Such other reasonable information as to the identity and character of the person having the management or supervision of the business and the manner of doing business as the city council may deem proper in order to fulfill the purpose of this chapter in the protection of the public interest.
- (5) An applicant is disqualified for a license if they have been convicted of the offense or receiving stolen property, theft, burglary, robbery, larceny or any other offense involving the receipt, sale, disposal of stolen property.
- (6) No person holding a license under this article shall have any business dealings with any person less than eighteen (18) years of age except with the written consent of the parent or guardian of the minor to each particular transaction. No license shall be issued to any person who is not eighteen (18) years of age or over. No license holder shall employ a person less than eighteen (18) years of age to assist him in his business.
- (7) Additionally, the licensee and any employees thereof must have a criminal history background check performed by the City of Cartersville Police Department.

Sec. 10-155. Posting of license.

The license issued pursuant to this Article shall be posted conspicuously and prominently in the place of business named therein. If the applicant desires to do business in more than one place within the city, separate licenses shall be purchased and issued for each place of business, and shall be posted conspicuously and prominently in each place of business.

Sec. 10-156. Registration fee.

The fee assessed pursuant to this section is as referenced on the fee schedule in the City of Cartersville Code Section 17-88.

Sec. 10-157. Revocation of license.

- (a) The license issued pursuant to this Article may be revoked by the mayor and city council, after notice and hearing, for any of the following causes:
 - (1) Any fraud, misrepresentation or false statement contained in the application for license;
 - (2) Any fraud, misrepresentation or false statement made in connection with any purchase transaction;
 - (3) Failure to maintain the daily record as required in this Article;
 - (4) Any other violation of this Article; or
 - (5) Conducting the business licensed under this Article in any unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- (b) Notice of hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be served on the licensee by handing the notice personally to the person in charge of the licensee's business, or by mailing the notice, postage prepaid, to the licensee, at his last known address, at least five days prior to the date set for the hearing.

Sec. 10-158. Records and information to be recorded.

Every person or business engaged as a pawnbroker, pawnshop, scrap metal processor, or dealer in precious metals and gems within the city shall secure from every person from whom he or she receives any goods, except used books, whether by purchase or through pledge, trade, pawn or exchange, the following:

- (1) Government-issued photo identification card, such as a driver's license, military identification card, state identification card or passport;
- (2) The name, address, telephone number, race, sex, height, weight, date of birth, and a Social Security or driver's license number;
- (3) A digital photograph clearly showing a frontal view of the subject's face. Each digital image shall be labeled with the date and time of the transaction and stored in such a manner that they are safe from corruption. If the same subject makes additional transactions within thirty (30) days of the original transaction; provides the same government issued photo identification card as mentioned above; and the subject's appearance has not materially changed, a new digital photograph shall not be required until a transaction is made after thirty (30) days from the original transaction;

- (4) A complete and accurate description of the goods acquired, and a digital photograph or image of the goods acquired including the following information, if available:
 - a. Brand name;
 - b. Model number;
 - c. Manufacturer's serial number;
 - d. Size;
 - e. Color, as apparent to the untrained eye;
 - f. Precious metal type, weight, and content if known;
 - g. Gemstone description, including the number of stones;
 - h. In the case of firearms, the type of action, caliber or gauge, number of barrels, barrel length, and finish;
 - i. Any other unique identifying marks, numbers, or letters;
 - j. The date and time of the transaction.
- (5) The pawnbroker, pawnshop, and dealer in precious metals and gems shall maintain the above information and digital photographs or images for a period of three (3) years and make the same available to law enforcement personnel upon request.
- (6) The pawnbroker, pawnshop, and dealer in precious metals and gems shall require the seller to sign a statement verifying that the seller is the rightful owner of the goods or is entitled to sell, consign, or trade the goods.
- (7) This Section shall not apply to the receipt of used books or pawn transactions commonly known as "title pawn" transactions where the pawnbroker takes possession of a motor vehicle certificate of title, takes a security interest in the motor vehicle certificate of title, and retains physical possession of the vehicle certificate of title for the entire length of the pawn transaction.

Sec. 10-159. Report to police; required format.

- (a) Every pawnbroker, pawnshop, scrap metal processor, and dealer in precious metals and gems located within the city shall make a computer-generated daily report, in such format as prescribed by the chief of police, of all transactions that occurred during the 24-hour period ending at 9:00 p.m. on the date of the report. A report shall be made each day prior to 11:59 p.m. for each day the operator or dealer transacts business. If an operator or dealer is closed, or does not otherwise engage in any transactions on a particular day, a report indicating "no transactions" shall be filed for that day. Daily reports shall be filed electronically by posting to a law enforcement web site designated by the chief of police. When

technological problems prevent posting the daily report electronically, a printed, typed or legibly handwritten report shall be delivered to the police department in lieu thereof.

- (b) This Section shall not apply to the receipt of used books or pawn transactions commonly known as "title pawn" transactions where the pawnbroker takes possession of a motor vehicle certificate of title; takes a security interest in the motor vehicle certificate of title, and retains physical possession of the vehicle certificate of title for the entire length of the pawn transaction.
- (c) This Section shall not apply to non profit corporations, business or other entities who receive all personal property from donations.
- (d) This Article shall not apply to any precious metals or gems containing precious metals or gems obtained from industrial producers, manufacturers, licensed dealers, or distributors.
- (e) This Article shall not apply to dealers exclusively engaged in the sale or exchange of numismatic coins or to transactions exclusively involving numismatic coins or other coinage.

Sec. 10-160. Hold period; police holds.

- (a) Any pawnbroker, pawnshop, scrap metal processor, dealer in precious metals and gems, or person operating under a license granted pursuant to this Article who takes goods on pawn or who buys goods, taking full title thereto, shall hold the goods so taken in pawn or otherwise acquired for at least seven (7) calendar days before disposing of the goods by sale, transfer, shipment or otherwise.
- (b) The City of Cartersville Police Department, or any other law enforcement agency, has the authority to place property that is the subject of police or law enforcement investigation on "police hold". In that event, the City of Cartersville Police Department, or other law enforcement agency, shall notify the pawnbroker, pawnshop, scrap metal processor, or dealer in precious metals and gems of the need for a "police hold" and identify all property subject to the "police hold". Upon notification, it shall be the responsibility of the pawnbroker, pawnshop, scrap metal processor, or dealer in precious metals and gems to maintain the subject property until such time as the property is released from "police hold" status or the property is confiscated as evidence.
- (c) If any Cartersville Police Officer has probable cause to believe that precious metals or gems have been stolen, he may give notice in writing to the dealer to retain the precious metals or gems for an additional fifteen (15) days; and it shall be unlawful for the dealer to dispose of the property unless the notice is revoked in writing within the fifteen (15) days period.

Sec. 10-166. Unlawful acts.

It shall be unlawful for pawnbroker, pawnshop, scrap metal processor, dealer in precious metals and gems or person operating under a license granted pursuant to this Article to commit any of the following acts:

- (1) Fail to make an entry of any material matter in the daily record of said business;
- (2) Make any false entry in the daily record of said business;
- (3) Falsify, obliterate or destroy the daily record of said business or remove the daily record from the place of business;
- (4) Refuse to allow any police officer or duly authorized law enforcement officer to inspect the daily record of said business or any goods in the possession of said business during the ordinary hours of business or at any reasonable time;
- (5) Make any false statement in the permit application and registration provided for in this Chapter;
- (6) Refuse to allow any duly authorized law enforcement officer to inspect such permanent record, or any precious metals or gems or goods made from precious metals or gems in his possession, during the ordinary hours of business or at any reasonable time;
- (7) Sell, exchange, or remove from the legal possession of the buyer, or to alter the form of, any precious metals or gems or goods made from precious metals or gems purchased by remounting, melting, cutting up, or otherwise altering the original form until at least seven (7) calendar days have elapsed from the time of purchase or acquisition;
- (8) Fail to make the report as required in this Article;
- (9) Purchase any precious metals or gems from any person under 17 years of age; or
- (10) Fail to comply with this chapter in any other material way.

Sec. 10-167. Itinerant Dealers.

- (a) Itinerant Dealers in Precious Metals or Gems. Applicability. This section shall be applicable to all itinerant dealers of precious metals or gems, whether their sales, trades and purchases are at retail or wholesale or by any form of pawn. Specifically excluded are wholesalers, buyers and sellers who sell, trade and deal only with mercantile establishments or purchase precious metals or gems from manufacturers, manufacturer's representatives, or other dealers in precious metals or gems.
- (b) Notice of intent to conduct business.
- (1) Occupational Tax Certificate Required. Any person, firm or corporation who does business in City of Cartersville as an Itinerant Dealers in Precious Metals or Gems shall, before engaging in such business, obtain a business tax certificate in accordance with this Chapter.
- (2) Permit required. It shall be unlawful for any person to engage in activities as an itinerant dealer in precious metals or gems in City of Cartersville without having obtained a valid permit for each separate location and for each person engaging in said activities. Prior to advertising any buying, selling, trading or otherwise dealing in precious metals or gems, an itinerant dealer shall, at least 3 business days prior to the initial advertising, file with the Planning and Development Department an application for a regulatory permit to conduct the business of itinerant dealer in precious metals or gems in City of Cartersville.
- (3) Such application shall include the following:
- (a) Full name of the person, group or association, and its address;
 - (b) The name of the person who will be conducting business in City of Cartersville and his home address, including proper identification as defined;
 - (c) The length of the stay in City of Cartersville, including the dates of opening and closing, at each fixed location not to exceed 15 days;
 - (d) The fingerprints of the person or persons who will be conducting such business in City of Cartersville; and
 - (e) Where the business will be conducted, and during what hours; except that no itinerant dealers in precious metals or gems shall operate at any location in City of Cartersville between the hours of 8:00 p.m. and 8:00 a.m. Monday through Saturday or during any hours on Sunday.
- (4) No person who has been convicted of a felony under the laws of this state or any other state of the United States shall be eligible to receive a regulatory permit to conduct business as an itinerant merchant of precious metals or gems within City of Cartersville. This paragraph shall not apply to any person who has been convicted of a felony after ten years have expired from the date of completion of the felony sentence. Prior to the issuance of the regulatory permit, a background investigation shall be required for each person who will be conducting business in City of Cartersville. If the eligibility requirements are met, then the regulatory permit shall be issued for each person meeting

the requirements. The provisions of this Article shall apply to the background investigation required herein.

(5) Each regulatory permit issued pursuant to this section shall be nontransferable and valid for period of time listed by the applicant in response to paragraph (c) (3) above, not to exceed fifteen (15) days.

(6) Every itinerant dealer shall admit to the premises where business is being conducted any law enforcement officer, who in the performance of official lawful duties as prescribed by the Chief of Police, may desire at any time to search for articles missing or stolen, or to make any inspection of records authorized by this chapter, without the formality of a search warrant.

(c) Records. All itinerant dealers, both salesmen and buyers, of precious metals or gems shall keep records wherein shall be entered an accurate description of all property pledged, traded or sold by them. Such description shall include to the extent possible the name or the make of the article, any identifying mark or number, and a statement of the kind of material of which it is made. In such records there shall be entered also the full name and address of the person by whom same was deposited or sold, and the time when the same was done, and the name, address, date of birth and drivers' license number of seller; and a photocopy of the proper identification. In the event the seller does not have a drivers' license, other proper identification as defined shall be required and photocopied. All purchased items shall be digitally photographed. These entries shall be made as soon after the transaction as is possible but in no event more than one hour after the time given for daily close of business as provided for in this Article above. Such records may be kept electronically as long as a copy of the electronic records can be provided to the City of Cartersville Police Department or other law enforcement agency upon demand.

(d) Daily Accurate Report to police. Every traveling and itinerant dealer shall make a report to the City of Cartersville Police Department, as required in Section 10-159 (Daily Electronic Reporting). The report shall be in such form as may be prescribed by the Chief of Police, of all property pledged, traded, bought or sold during the period of operation in City of Cartersville, and shall show the name and address of any person who bought, sold, traded or otherwise disposed of or received any item; the date and time of the transaction; the amount paid or advanced, or the item traded; the full description of articles, including kind, style, material, color, design, kind and number of stones in jewelry; and all identifying names, ranks, and numbers; and a description of persons trading, buying, selling or pawning, including the name, address, race, weight, height, photocopy of proper ID.

(e) Surrender of stolen property. In the event it is determined that any item bought, sold or traded to, or received by the itinerant dealer, salesman or buyer is the subject of any theft of crime, the dealer, salesman or itinerant buyer shall, upon demand of the City of Cartersville Police Department , surrender the same to the City of Cartersville Police Department.

(f) Holding period. Every item covered by this section which is purchased from one seller shall be separately packaged, or kept separately, and not intermingled or confused with items purchased from another seller, for a period of seven (7) calendar days following the purchase of such item. Said items must be kept in the city of Cartersville, at a location designated by the licensee and provided to the Department of Planning and Development. No person engaging in the purchase of precious metals or items as defined this chapter shall sell or otherwise dispose, permit the sale or disposal, remove or permit to be removed from the license holder's place of business, intermingle with other jewelry or stones, alter, change, deface or permit the same of any such precious metals or stones purchased, until after the expiration of thirty days from the date of purchase.

Secs. 10-167 — 10-180. Reserved.

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
7/16/2015 7:00:00 PM
Douthit Ferry Road Environmental Change Order**

SubCategory:	Change Order
Department Name:	Public Works
Department Summary Recommendation:	This change order is for Phase II archaeology on the proposed West Alignment and for the Indiana Bat Survey. These items are required by GDOT for inclusion in the Draft Environmental Assessment Document. The sub-consultant originally gave us a price of \$112,469.25, but after discussions and negotiations they have revised their price to \$90,174.65. This work will take about 9 months for completion and 4 months for GDOT and FHWA review and comment.
City Manager's Remarks:	Staff is in need of direction on this item.
Financial/Budget Certification:	This will be paid from SPLOST 2003 funds if approved.
Legal:	
Associated Information:	

Douthit Ferry Road Project Update

- **Meeting held with GDOT Environmental on 5/19/2015.**
- **Next major step is getting Draft Environmental Assessment Document Approved**
- **Draft EA will require additional archaeology, Phase II testing on west side of alignment (Sam Smith Park) and another Bat Survey (required every two years), Total for this work is \$112,469.25**
- **Phase II testing will take approximately 9 months from Notice to Proceed and then 4 months for review by GDOT.**
- **If Phase II has similar findings that were found on the east side, (road construction cause of adverse effect), the next required steps are 1)Avoidance(seek other alignments), 2)minimization(reduce lanes, lane widths, etc.), and 3)mitigation(project situational, but tribes already have thrown out suggestions of scholarship fund, remodel of Etowah Indian Mounds Museum, etc.) All these will cost additional monies.**
- **This is a very rich archaeological area, similar GDOT projects have been in environmental phase for 15 to 20 years, expect the environmental process to take a long time.**

**Douthit Ferry Road Phase II Archaeological Testing, West Side
Bartow County, Georgia**

I. LABOR COSTS			
TASK I - BACKGROUND RESEARCH & FIELDWORK	Est. Hours	Rate/ Hour	Cost (\$)
Project Manager	4	\$43.30	\$173.20
Principal Investigator	204	\$27.80	\$5,671.20
Archaeological Technician	600	\$16.25	\$9,750.00
Subtotal			\$15,594.40

TASK II - REPORT PREPARATION	Est. Hours	Rate/ Hour	Cost(\$)
Project Manager	8	\$43.30	\$346.40
Principal Investigator	320	\$27.80	\$8,896.00
Lab Director	120	\$17.25	\$2,070.00
Subtotal			\$11,312.40
Total Labor Costs: Tasks I and II			\$26,906.80

II. OTHER DIRECT COSTS			
Vehicle	35	\$85.00	\$2,975.00
Report Copies	8	\$65.00	\$520.00
Curation (per box)	5	\$300.00	\$1,500.00
Subconsultant: Copperhead Environmental Consulting - Bat Survey	1	\$15,300.00	\$15,300.00
Total Other Direct Costs			\$20,295.00

III. TOTAL COSTS			
Direct Labor Subtotal			\$26,906.80
Overhead (136.10% x Total Labor)			\$36,620.15
Direct Labor and Overhead Subtotal			\$63,526.95
Other Direct Costs Subtotal			\$20,295.00
Total Direct Labor/Overhead/Other Direct Costs			\$83,821.95
Profit (10% x Direct Labor and Overhead Subtotal)			\$6,352.70

TOTAL COST FOR PROJECT			\$90,174.65
-------------------------------	--	--	--------------------

SPLOST 2003

Estimated Funds Remaining as of June 24, 2015

Bank Balances

BB&T Checkbook Balance - balance as of 3/31/2015 124,351.16

US Bank Investment Account - balance as of 4/30/15 415,629.91

2003 SPLOST Funds Available

539,981.07

Expenses - Approved by City Council

Southland Engineering - Phase 2 Environmental Study -
Original Contract amount \$856,785.89.

Balance Due on Original Contract

187,566.45

Additional Change Order Expenses - Douthit Ferry Road Project

Southland Engineering - Change Order - Part A \$52,306 35,031.00

Southland Engineering - Change Order - Part B \$30,860 30,860.00

Balance Due on Change Order Expenses

65,891.00

FY 2015-16 Budget LMIG Match

53,550.00

Total Approved Expenses

307,007.45

Estimated 2003 SPLOST Funds Remaining

\$232,973.62

Proposed Additional Douthit Ferry Rd. Sub-consultant Expenses

90,174.65

Estimated Funds Remaining with Additional Sub-consultant Expenses

\$142,798.97



City of Cartersville

City Council Meeting
7/16/2015 7:00:00 PM
Carter Grove Road Asphalt Surfacing

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	Due to the lack of asphalt surface course in Carter Grove, Public Works recently sent the owners of Carter Grove Development a letter calling for the owners to pave the roads or forfeit the bond. The owners countered with this agreement which commits the owners of Carter Grove Development to specific triggers on constructing the surface layer of asphalt. The City holds a bond from several years ago and this agreement also updates and increases the amount of the bond. We feel this agreement is in the best interest of the City and recommend approval.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	Keith Lovell reviewed this agreement.
Associated Information:	

AGREEMENT REGARDING ROAD COMPLETION

THIS AGREEMENT REGARDING ROAD COMPLETION (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2015, by and between **CARTER GROVE (ATLANTA) ASLI VI, L.L.L.P.**, a Delaware limited liability limited partnership (“**Owner**”); and **CITY OF CARTERSVILLE, GEORGIA** (“**City**”).

BACKGROUND INFORMATION

Owner is the owner of certain real property located in the City of Cartersville, Bartow County, Georgia, within a subdivision generally known as Carter Grove (the “**Subdivision**”). Owner is the successor in title to the original developer of the Subdivision (the “**Original Developer**”). The streets and roads within the Subdivision described in **Exhibit A** to this Agreement (the “**Designated Streets**”) were constructed and installed, and dedicated as public rights of way, by Original Developer; however, Original Developer did not apply to the Designated Streets the final asphalt topping/surface course as described by the City of Cartersville's Development Regulations and further specified by the Georgia DOT in its Standard Specifications, Section 828 (the “**Road Finish Work**”), it having been intention of Original Developer to postpone the performance of the Road Finish Work until after a substantial number of the residences within the Subdivision were completed in order to avoid damage to the Road Finish Work from construction traffic. The Road Finish Work has also not been applied to the **two (2)** collector streets serving the Subdivision, **Carter Grove Boulevard** and **Belmont Road** (the “**Collector Streets**”). Owner and City desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard to the completion of the Road Finish Work.

STATEMENT OF AGREEMENT

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Road Finish Work. Owner and City agree that the Road Finish Work will be completed by Owner in accordance with this **Section 1**.

(a) At such time as the construction of single family residences has been completed on not less than **eighty percent (80%)** of the lots on a Designated Street, such Designated Street shall be deemed a “**Completed Street**” for purposes of this Agreement. At such time after the date of this Agreement as there is an initial group of **five (5)** Completed Streets, Owner shall promptly thereafter commence, and thereafter diligently prosecute to completion, the Road Finish Work for such group of **five (5)** Completed Streets (a “**Completed Street Group**”). Thereafter, the foregoing process shall be repeated as to each Completed Street Group occurring thereafter, until the Road Finish Work has been completed on all Designated Streets.

(b) The Road Finish Work for **Carter Grove Boulevard** shall be completed in connection with the Road Finish Work for the **second (2nd)** Completed Street Group.

The Road Finish Work for **Belmont Road** shall be completed in connection with the Road Finish Work for the **third (3rd)** Completed Street Group.

2. Bond Matters. The Road Finish Work is currently secured by a Bond No. 41209059 dated November 22, 2010, issued by Platte River Insurance Company in the face amount of **\$532,736.00** (the “**Bond**”). Owner and City have determined that the current estimated cost of completion of the remaining uncompleted Road Finish Work for the Designated Streets and the Collector Streets (such estimated cost of completion from time to time, the “**Estimated Completion Cost**”) is **\$887,000.00**. It is the intention of Owner and City that the face amount of the Bond be adjusted from time to time to be equal to **110%** of the Estimated Completion Cost. Accordingly:

(a) Within **thirty (30) days** after the date of this Agreement, Owner shall cause the face amount of the Bond to be increased to **\$975,700.00**.

(b) In the event that it shall be reasonably determined by Owner and City that the Estimated Completion Cost is at any time more than **110%** of the face amount of the Bond, then, within **thirty (30) days** after the date of such determination, Owner shall cause the face amount of the Bond to be increased to **110%** of the Estimated Completion Cost.

(c) From time to time, as the Road Finish Work is completed for each Completed Street Group and/or Collector Street, Owner may reduce the face amount of the Bond to **110%** of the Estimated Completion Cost, taking into account all theretofore completed Road Finish Work.

Owner and City shall take such actions, and execute and deliver such documents, as shall be reasonably required to effect the adjustments of the face amount of the Bond provided for in this **Section 2**.

3. Limitation on Obligations of Owner. Owner’s duties and obligations under this Agreement shall be limited solely to the completion of the Road Finish Work in accordance with this Agreement. Nothing contained in this Agreement shall be deemed or construed to be an assumption by Owner of, and in no event shall Owner have any liability or responsibility for, any duty or obligation of Original Developer or any other predecessor to owner in title to the Subdivision, including, without limitation, any liability or responsibility for any construction work on the Designated Streets performed by or at the instance of Original Developer or any other predecessor to owner in title to the Subdivision.

4. General Provisions.

(a) **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by

facsimile to the number for each party set forth below or to such other numbers as are specified by written notice given in accordance herewith:

OWNER:

Carter Grove (Atlanta) ASLI VI, L.L.L.P.
c/o Avanti Properties Group II, L.L.L.P.
923 N. Pennsylvania Avenue
Winter Park, Florida 32789
Attention: Andrew Dubill
Telephone Number: (407) 628-8488
Facsimile Number: (407) 344-6115

With a copy to:

Kilpatrick Townsend & Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Attention: M. Andrew Kauss
Telephone Number: (404) 815-6620
Facsimile Number: (404) 541-3262

CITY:

Attention: _____
Telephone Number: () _____
Facsimile Number: () _____

With a copy to:

Attention: _____
Telephone Number: () _____
Facsimile Number: () _____

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier.

(b) **Assignment; Binding Effect.** The rights of the parties under this Agreement are personal to the parties and may not be assigned without the prior written consent of the other party. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

(c) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

(d) **Entire Agreement.** This Agreement contains the entire agreement of Owner and City with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

(e) **Modifications.** This Agreement shall not be modified or amended in any respect except by a written agreement executed by Owner and City in the same manner as this Agreement is executed.

(f) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Owner and City have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

OWNER:

CARTER GROVE (ATLANTA) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership

By: Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its general partner

By: Avanti Management Corporation, a Florida corporation, its general partner

By: _____
Name: _____
Title: _____

CITY:

THE CITY OF CARTERSVILLE, GEORGIA

By: _____
Name: _____
Title: _____



City of Cartersville

**City Council Meeting
7/16/2015 7:00:00 PM
GDOT Local Maintenance and Improvement Grant**

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	This agreement is for the annual GDOT LMIG grant, this year the funding level is \$178,025.11. The city is required to provide a 30% match, which will be funded from the 2003 SPLOST account. As part of this agreement we provide a status report from last year showing that the work was completed and a project list for FY 2016 showing the projects we plan on completing. We are submitting to resurface the following roads: Clubview Drive, Benham Circle, Skyview Drive, Fiber Drive, Brown Farm Road and Hilltop Drive. We recommend approval for the Mayor to sign this agreement and related LMIG documents.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Revised 5/21/2014

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2016
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: JULY 16, 2015
 Name of local government: CITY OF CARTERSVILLE
 Address: PO BOX 1390 CARTERSVILLE GA 30120
 Contact Person and Title: TOMMY SANDERS, PUBLIC WORKS DIRECTOR
 Contact Person's Phone Number: 770-606-6493
 Contact Person's Fax Number: 770-387-5697
 Contact Person's Email: T.SANDERS@CITYOFCARTERSVILLE.ORG

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, MATTHEW J. SANTINI (Name), the MAYOR (Title), on behalf of CITY OF CARTERSVILLE (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

Revised 5/21/2014

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2016**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (current edition), Supplemental Specifications (current edition), and Special Provisions.

Local Government:

109605

E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

MATTHEW J. SANTINI (Print)

This ____ day of ____, 20__.

Mayor / Commission Chairperson

In the presence of:

_____(Date)

NOTARY PUBLIC

SEAL:

My Commission Expires:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This ____ day of ____, 20__.

Terry L Gable

Local Grants Administrator

City of Cartersville
FY 2016 LMIG Project List

Priority	Road Name	Length(FT)	Begin	End	Type of Work	Project Costs	Scheduled
1	Clubview Drive	1150	Country Club Dr	Pvmt Joint at QT	Mill,Resurface	\$ 23,000.00	Summer 2015
2	Benham Circle	2568	Grassdale Road	Grassdale Road	Mill,Spot Level,Resurface	\$ 46,000.00	Summer 2015
3	Skyview Drive	2777	Grassdale Road	Grassdale Road	Mill,Spot Level,Resurface	\$ 49,000.00	Summer 2015
4	Friction Drive	2187	SR 113	Brown Farm Rd	Patch, Resurface	\$ 50,000.00	Summer 2015
5	Brown Farm Road	3175	Pvmt Joint	City Limits	Patch, Resurface	\$ 57,000.00	Summer 2015
6	Hilltop Drive	965	Mission Road	Pvmt Joint	Spot Level, Resurface	\$ 15,000.00	Summer 2015
		12822				\$ 240,000.00	

2.43 miles

City of Cartersville
FY 2015 LMIG Status Update

Priority	Road Name	Length(FT)	Begin	End	Type of Work	Project Costs	Status
1	Etowah Drive	4210	West Ave	Old Mill Road	Patch, Mill, Level,Resurface	\$ 78,300.00	Completed*
2	Old Grassdale Road	5702	Grassdale Road	Peeples Valley Rd	Patch, Resurface	\$ 80,000.00	Completed*
3	Mission Road/W Cherokee Ave	8975	Pvmt Joint at 620	SR 293/Fite Street	Patch, Resurface	\$ 130,600.00	Completed*
4	Mission Hills Drive	3210	Mission Road	Pvmt Joint	Patch, Mill, Level,Resurface	\$ 45,000.00	Completed*
22097						\$ 333,900.00	

4.19 miles

* these roads where let with other roads in a project totaling \$690,699.00, CW Matthews was the contractor. All project records and location maps are on file and available for inspection.



City of Cartersville

City Council Meeting
7/16/2015 7:00:00 PM
Mowing Contract Increase

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	Public Works has an existing contract with Full Circle Contracting and Management Group, LLC. for mowing the cemetery. This contract is in the 3rd year of a possible 5 year renewal and allows for a 5% increase. Full Circle has requested the increase for this renewal period. The current price is \$3,200 per mowing, therefore the new price would be \$3,360 per mowing. This is a budgeted item, and we recommend approval.
City Manager's Remarks:	Your approval of this contract increase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
7/16/2015 7:00:00 PM
Floyd County Prison Work Detail

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	Per the attached agreement Floyd County Prison will furnish a prison work crew for the purpose of providing maintenance for Cartersville Parks and Recreation Department for six – (6) months of the year (April – September) through December 2018. Agreement amount is \$31,148.00 each year for the 6-month period. I recommend approval of this budgeted item.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item in the FY 2015-16 budget. There has been no budget approved for the years beyond the FY 2016 budget.
Legal:	
Associated Information:	

AGREEMENT

This AGREEMENT is entered into this 23 day of June 2015, by and between FLOYD COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and City of Cartersville, Georgia, a political subdivision of the State of Georgia (hereinafter the "Agency").

WITNESSETH:

WHEREAS, the County desires to obtain appropriate work for inmates incarcerated at its Prison facility (the "Facility"); and,

WHEREAS, the Agency desires to obtain the services of inmate work crews on public work projects in accordance with O.C.G.A. 42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The County agrees to provide the Agency with one full time inmate work detail supervised by a P.O.S.T. certified correctional officers during the months of April, May, June, July, August, and September. The period of time covered in the months listed shall not exceed 40 hours per week or 1,040 hours annually. Per this agreement, the Agency has released the County of any expectation of service during the months not specifically listed in this Agreement. This work detail provided will have a maximum of eight (8) inmates as well as one full-time correctional officer assigned. The County also agrees to provide Non-Security Officer (NSO) training to the Agency for the purpose of educating staff members of the Agency on issues surrounding inmate labor details as approved by the Georgia Department of Corrections. The work detail provided by the County will perform labor on public work projects describe in attachment hereto or as communicated to the County from time to time in the manner provided herein (the "Work"). The Agency shall have the exclusive right and responsibility to control the time and manner of executing the Work to be performed by the work detail through the correctional officer that is assigned to supervise each inmate work detail on behalf of the Agency. For the purposes of this paragraph, the correctional officer assigned to supervise the inmate work detail shall be acting as an agent of the Agency. The Agency shall have the right and responsibility to direct the correctional officer concerning the Work to be performed all in accordance with applicable laws, rules, and regulations of the Federal, State and local governments. The Agency acknowledges and agrees that the Work shall not include inmate labor that benefits private persons or corporations.
2. Prohibited Contact and Dealings with Inmates.

- a. The Agency will take all reasonable steps to insure that its officials, employees, patrons, and agents refrain from any personal dealings with the inmates working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an inmate.
 - b. The Agency will take all reasonable steps to insure that no gun or other weapon nor any intoxicating liquor or and drug of any type is made available by its officials, employees, patrons, and agents to any inmate working under this Agreement on any property under the Agency's control.
3. Workplace Safety. The Agency agrees to provide a safe workplace for inmate work details in accordance with State law. The Agency shall be responsible for the coordination between inmate work details and other workers in the workplace. The County shall be responsible for the custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of Federal, State and local governments in the performance of the Work.
4. Vehicles, Equipment and Supplies. The Agency agrees to supply a vehicle suitable for transporting the inmate work details to and from the location or locations of the Work. The correctional officer assigned to supervise the work detail shall be responsible for transporting the work detail to and from the location or locations of the Work in the vehicle provided by the Agency. In performing such transportation services, the correctional officer shall be acting as an agent for the Agency. The Agency shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. The correctional officer shall be equipped with a portable radio. The portable radio shall be capable of communicating with law enforcement agencies and emergency medical personnel. Portable radio equipment will be an 800 MHz digital radio managed through the countywide emergency radio communications system. It shall be the responsibility of the Agency to procure and maintain a policy or policies of insurance protecting its interests in its vehicles and equipment provided for use by inmate work details. The Agency further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereinafter.
5. Compensation. The Agency agrees to pay the County the sum of thirty one thousand, one hundred and forty eight dollars (\$31,148) per year for the duration of this Agreement for the one said correctional officer supervised detail. The Agency acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for correctional officer assigned to the work detail.

The foregoing sum is not inclusive of overtime provided by the correctional officer assigned to the inmate work detail. The Agency expressly agrees to pay for any overtime provided by the correctional officer assigned to the inmate work detail provided under this Agreement. The Agency will pay an overtime rate of 1 ½ times the correctional officer's hourly rate for all overtime hours provided. The inmate work detail will be provided five (5) days per week, eight (8) hours per day, during the term of this Agreement with the exception of all state, federal and county holidays observed by the Agency. The County will provide the Agency with a monthly invoice, which invoice is due and payable 30 days from receipt by the Agency.

6. Term of Agreement. This Agreement shall be effective beginning July 1, 2015 and shall continue in force and effect until December 31st, 2018. The parties, may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods.
7. Termination for Convenience. This Agreement may be terminated by either party upon ninety (90) calendar days written notice. The ninety (90) days will commence with the receipt of the notice by the non-canceling party.
8. Notices. Any notice under this agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto the address set forth below or to such address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Agency:

City Manager
P.O. Box 1390
1 North Erwin Street
Cartersville, GA 30120

If to the Agency:

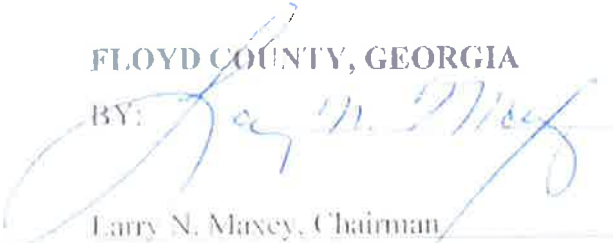
County Manager
Floyd County, Georgia
12 East 4th Avenue
P.O. Box 946
Rome, Georgia 30162-0946

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

10. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced in writing and signed by the parties hereto.
11. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
13. Force Majeure Clause. The parties recognize and agree that neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing the Work if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions, wars, insurrections, acts of terrorism, and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

FLOYD COUNTY, GEORGIA

BY: 

Larry N. Maxey, Chairman

(Printed Name and Title)

CITY OF CARTERSVILLE, GEORGIA

BY: _____

Sam Grove, City Manager

(Printed Name and Title)

ATTEST:


Jaime L. Armstrong, Interim County Clerk

Witness

FACILITY WARDEN

By: _____

Michael Long, Interim Warden

(Printed Name and Title)

Witness



City of Cartersville

**City Council Meeting
7/16/2015 7:00:00 PM
Firehouse Software System Annual Update**

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	Annual update of Firehouse Software System. This is the department Incident Reporting Software & Records Management Program and is a budgeted item.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

**UPDATE CONTACT INFORMATION**

Please cross out incorrect information, include correct information, and return via email, fax, or mail.
Once received, an INVOICE will be processed and mailed.

Customer Number: 330638
Customer Name: Cartersville Fire Dept (GA)(VSL)
Primary Contact: Scott Carter
Title:

***E-Mail:** scarter@cityofcartersville.org

***Required – software updates will be sent electronically to e-mail address on file.**

Bill To Address:

Address Line 1: PO Box 1390
Address Line 2:
City, State, Zip: Cartersville, GA 30120

Ship To Address:

Address Line 1: 19 N. Erwin St
Address Line 2:
City, State, Zip: Cartersville, GA 30120

Phone 1: (770) 387-5635

☐ work

☐ home

☐ mobile

Phone 2:

☐ work

☐ home

☐ mobile

Fax: (770) 387-7413

QUOTE ACCEPTANCE:

Customer Number: 330638 **Renewal price:** \$6,850.00 **Renewal Date:** 8/1/2015

Printed Name: _____

Signature: _____ **Date:** _____

- ☐ Yes, I would like to be automatically invoiced for next year's FH Annual Support Renewal.
- ☐ Yes, I would like to be contacted about FH training opportunities.

FIREHOUSE Software
A Xerox Solution

Xerox Government Systems, LLC.
2900 100th St., Suite 309 Urbandale, Iowa 50322
800.921.5300 515.288.4825 (fax)

Item # 8



City of Cartersville

City Council Meeting
7/16/2015 7:00:00 PM
Barracuda Web Filter Annual Maintenance

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department would like to renew the annual maintenance with Barracuda for the city's web filter (\$4,398) and VPN server (\$3,499). These are budgeted items and I recommend approval of these purchases.
City Manager's Remarks:	Your approval of this annual maintenance agreement is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
7/16/2015 7:00:00 PM
Primary Screw Pump #2 Bottom Bearing**

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept.
Department Summary Recommendation:	The bottom bearing in the #2 primary screw pump has failed rendering the pump inoperable. This pump must be repaired as soon as possible as it is critical for maintenance of full plant pumping capacity. This is a sole source part that is only available from the original manufacturer. The total cost of the replacement part is \$8,024.00 from Schreiber LLC. This will be paid from operating revenue through account 505.3330.52.2361 – WPCP Maintenance.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item from maintenance.
Legal:	
Associated Information:	



Attachment number 1 \nPage 1 of 1

Item # 10

From: [Brad Draper](#)
To: [Bart Sears](#)
Subject: Cartersville, GA Job # 307 100mm lower bearing.
Date: Tuesday, July 07, 2015 12:45:03 PM

Dear Bart Job # 307 7/7/2015

We are pleased to offer the following quote:

QTY	UNIT	DESCRIPTION	PRICE EACH	TOTAL PRICE
1	ea	100mm Lower bearing unit with mounting bolts.	\$8,024.00	\$8,024.00

Total \$8,024.00
 Plus Freight

Delivery: Schreiber Stock

These prices are valid for 60 days from the date of this email.

Thank you for letting us quote. We look forward to hearing from you.

Sincerely,

Brad
 Draper

Schreiber LLC
 Phone: 205-655-7466
 Fax: 205-655-7669



City of Cartersville

City Council Meeting

7/16/2015 7:00:00 PM

Life, AD&D and Disability Insurance Renewal

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Prudential Insurance has been the insurance provider for city employee life, AD&D and disability insurance for the past two years and the policy is currently up for renewal. There is an increase in the basic life insurance premium, which is paid by the city of 26% from \$0.30 per \$1,000 to \$0.378 per \$1,000. Also, the optional dependent life and optional life insurance premiums, which are paid for by employees have increased by 15% (see chart on attached document). At this time it is recommended to continue with Prudential Insurance for this coverage.
City Manager's Remarks:	Your approval of this renewal is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Donna Morgan Hoffman
Regional Sales Manager - Atlanta
Group Insurance

The Prudential Insurance Company of America
2 RAVINIA DRIVE , SUITE 1650
ATLANTA, GA 30346
Phone: 770-604-7338
Fax: 770-604-7336
Email: donna.morgan@prudential.com

March 16, 2015

ELIZABETH FRAYER
ELF VENTURES LLC
400 INTERSTATE NORTH PKWY
SUITE 600
ATLANTA, GA 30339

RE:Renewal Coverage: Basic Life, Basic AD&D, STD, LTD, Dependent Life, Optional AD&D,
Optional Life
Control Number: 23131
Policyholder Name: City of Cartersville

On behalf of Prudential, I would like to thank you for the opportunity to provide coverage over the recent policy period. As is customary this time of year, we have reviewed the rating and plan design for City of Cartersville program with Prudential.

The renewal evaluation has been completed and effective 07/01/2015, the following renewal rates will apply.

Coverage:	Current Rate:	Renewal Rate:	Action:
Basic Life	\$0.30 Per \$1000 Vol	\$0.378 Per \$1000 Vol	+26%

Coverage:	Current Rate:	Renewal Rate:	Action:
Basic AD&D	\$0.02 Per \$1000 Vol	\$0.02 Per \$1000 Vol	0%

Coverage:	Current Rate:	Renewal Rate:	Action:
STD	\$0.82 Per \$10 WB	\$0.82 Per \$10 WB	0%

Coverage:	Current Rate:	Renewal Rate:	Action:
LTD	\$0.242 Per \$100 CP	\$0.242 Per \$100 CP	-0%

Coverage:	Current Rate:	Renewal Rate:	Action:
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Donna Morgan Hoffman
Regional Sales Manager - Atlanta
Group Insurance

The Prudential Insurance Company of America
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ATLANTA, GA 30346
Phone: 770-604-7338
Fax: 770-604-7336
Email: donna.morgan@prudential.com

Basic Dep. Life	Continue	Continue	0%
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Group:
All Active Employees- Optional

Coverage:	Current Rate:	Renewal Rate:	Action:
Opt. Dep. Life	0 - 19: 0.07 20 - 24: 0.085 25 - 29: 0.102 30 - 34: 0.108 35 - 39: 0.134 40 - 44: 0.177 45 - 49: 0.264 50 - 54: 0.429 55 - 59: 0.732 60 - 64: 1.161 65 - 69: 1.928 70 - 74: 3.343 75 - 79: 5.541 80 - 84: 9.476 85 +: 43.608	0 - 19: 0.081 20 - 24: 0.098 25 - 29: 0.117 30 - 34: 0.124 35 - 39: 0.154 40 - 44: 0.204 45 - 49: 0.304 50 - 54: 0.493 55 - 59: 0.842 60 - 64: 1.335 65 - 69: 2.217 70 - 74: 3.844 75 - 79: 6.372 80 - 84: 10.897 85 +: 50.149	+15%

Coverage:	Current Rate:	Renewal Rate:	Action:
Optional AD&D	Continue	Continue	0%

Coverage:	Current Rate:	Renewal Rate:	Action:
Optional Life	0 - 19: 0.07 20 - 24: 0.085 25 - 29: 0.102 30 - 34: 0.108 35 - 39: 0.134 40 - 44: 0.177 45 - 49: 0.264	0 - 19: 0.081 20 - 24: 0.098 25 - 29: 0.117 30 - 34: 0.124 35 - 39: 0.154 40 - 44: 0.204 45 - 49: 0.304	+15%



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50 - 54:	0.429	50 - 54:	0.493
55 - 59:	0.732	55 - 59:	0.842
60 - 64:	1.161	60 - 64:	1.335
65 - 69:	1.928	65 - 69:	2.217
70 - 74:	3.343	70 - 74:	3.844
75 - 79:	5.541	75 - 79:	6.372
80 - 84:	9.476	80 - 84:	10.897
85 +:	43.608	85 +:	50.149

Basic Life Renewal

A census was used in our evaluation of the 07/01/2015 Basic Life renewal. Based on the current inforce rate to new manual rate relationship, it has been determined that the basic life rate will increase by 26%, from 0.30 to 0.378 per \$1,000, as of the renewal effective date. A 24 month rate guarantee will apply through 07/01/2017, subject to the terms and conditions of your group insurance contract.

Optional Life Renewal

It has been determined that the Optional/Dependent life rate(s) will increase as noted above, as of the renewal effective date. A 24 month rate guarantee will apply through 07/01/2017, subject to the terms and conditions of your group insurance contract.

Short Term Disability Renewal

We have reviewed the experience of your account in combination with our STD book of business. As a result, the current STD rate(s) will continue at 0.82 Per \$10 WB. A 12 month rate guarantee will apply through 07/01/2016, subject to the terms and conditions of your group insurance contract.

Long Term Disability Renewal

We have reviewed the experience of your account in combination with our LTD book of business. As a result, the current LTD rate(s) will continue at 0.242 Per \$100 CP. A 24 month rate guarantee will apply through 07/01/2017, subject to the terms and conditions of your group insurance contract.

We appreciate the opportunity to provide Group Life and Disability coverage to City of Cartersville and we look forward to continuing to work with you to meet our client's benefit needs.



Donna Morgan Hoffman
Regional Sales Manager - Atlanta
Group Insurance

The Prudential Insurance Company of America
2 RAVINIA DRIVE , SUITE 1650
ATLANTA, GA 30346
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Email: donna.morgan@prudential.com

Please review the attached "Notice Regarding Producer Compensation" and share it with your client. The client's payment of premium after the renewal date indicates that you and your client have received the notice and agree with its contents

Please feel free to contact me with any questions you may have regarding the renewal. For any service related questions, please contact your Account Consultant at 1-888-598-5671.

Sincerely,

Donna Morgan Hoffman
Regional Sales Manager

cc: Client Operations Service Center

June 2, 2015

Jay Milam
Peachtree Planning Corporation
111 Leake Street
Cartersville, GA 30120

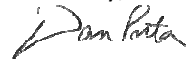
Dear Jay:

At the May 21, 2015 meeting, the City Council approved your company as the agent of record for the City of Cartersville for life, accidental death and dismemberment, short-term and long-term disability. This includes dependent life and disability coverage. Your firm will become the agent of record as of July 1, 2015.

In the meantime as your firm begins to work on our account, the City of Cartersville authorizes you to access our current account with Prudential Insurance.

If you or Prudential Insurance have any questions regarding this agent of record authorization, please feel free to contact me at 770-387-5672.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dan Porta", written over a horizontal line.

Dan Porta
Assistant City Manager



City of Cartersville

City Council Meeting
7/16/2015 7:00:00 PM
Citizen Survey Results Presentation

SubCategory:	Presentations
Department Name:	City Admin
Department Summary Recommendation:	We have completed the citizen's survey and tonight will present the results regarding Economy, Reaction & Wellness, Education & Enrichment, Community Engagement and Governance General.
City Manager's Remarks:	No action is required on the part of City Council relative to this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
7/16/2015 7:00:00 PM
May 2015

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for May 2015.
City Manager's Remarks:	Tom R. will present this info. at the Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of May 31, 2015

City # wa

		FY 2013 - 14 MONTH OF May-14	FY 2014 - 15 MONTH OF May-15	FY 2013 - 14 Year to Date May-14	FY 2014 - 15 Year to Date May-15	100.00% OF BUDGET (Year to Date)
GENERAL FUND excluding SPLOST, DDA & School System Projects Tax Revenue & Expenditures						
REVENUE		\$1,566,010	\$1,521,085	\$20,558,436	\$21,964,050	90.82%
EXPENDITURE		\$1,494,897	\$1,859,611	\$21,182,051	\$22,312,171	92.25%
Gen. Fund Net Profit (Loss)		\$71,113	(\$338,526)	(\$623,615)	(\$348,121)	
WATER & SEWER						
REVENUE		\$1,169,418	\$1,287,486	\$12,666,698	\$14,076,909	91.57%
EXPENDITURE		\$2,111,082	\$1,128,824	\$16,287,603	\$13,225,046	86.03%
Wtr. & Swr. Fund Net Profit (Loss)		(\$941,664)	\$158,662	(\$3,620,905)	\$851,863	
GAS						
REVENUE		\$1,598,764	\$1,582,989	\$23,480,376	\$22,215,230	82.98%
EXPENDITURES		\$2,082,736	\$1,471,352	\$22,543,736	\$20,089,325	75.04%
Gas Fund Net Profit (Loss)		(\$483,972)	\$111,637	\$936,640	\$2,125,905	
ELECTRIC						
REVENUE		\$3,496,921	\$3,803,447	\$41,012,419	\$44,153,695	90.06%
EXPENDITURES		\$4,126,538	\$3,847,192	\$41,632,940	\$43,009,934	87.73%
Electric Fund Net Profit (Loss)		(\$629,617)	(\$43,745)	(\$620,521)	\$1,143,761	
STORMWATER						
REVENUE		\$108,500	\$112,243	\$1,243,197	\$1,282,810	77.98%
EXPENDITURE		\$112,461	\$78,764	\$943,942	\$1,468,312	89.26%
Stormwater Fund Net Profit (Loss)		(\$3,961)	\$33,479	\$299,255	(\$185,502)	
SOLID WASTE						
REVENUE		\$176,864	\$198,647	\$2,005,006	\$2,034,522	83.10%
EXPENDITURE		\$286,133	\$131,734	\$2,114,136	\$2,125,163	86.80%
Solid Waste Fund Net Profit (Loss)		(\$109,269)	\$66,913	(\$109,130)	(\$90,641)	
FIBER OPTICS						
REVENUE		\$154,222	\$153,467	\$1,674,718	\$1,749,671	95.09%
EXPENDITURE		\$143,616	\$133,190	\$1,401,430	\$1,486,921	80.81%
Fiber Fund Net Profit (Loss)		\$10,606	\$20,277	\$273,288	\$262,750	

	Description	5/31/2015	FY 2015 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$21,964,049	\$24,185,370	90.82%
	GO Bond Proceeds from School	\$1,455,475	\$1,477,500	98.51%
	Property Taxes-City Portion Only	\$1,434,265	\$1,545,245	92.82%
	Local Option Sales Tax (LOST)	\$3,534,623	\$3,549,240	99.59%
	Other Taxes	\$7,189,644	\$8,884,570	80.92%
	Building Permit & Inspection Fees	\$236,045	\$105,000	224.80%
	Fines and Forfeitures	\$622,963	\$800,000	77.87%
	Operating Transfers In-City Utilities	\$3,921,799	\$4,191,560	93.56%
	Other Revenues	\$3,569,235	\$3,632,255	98.26%
	Total Expenditures	\$22,312,171	\$24,185,370	92.25%
	Personnel Expenses	\$13,846,925	\$15,042,030	92.05%
	Operating Expenses	\$5,147,659	\$5,687,565	90.51%
	Capital Expenses	\$1,154,446	\$1,544,600	74.74%
	GO Bond Proceeds from School	\$1,455,475	\$1,455,475	100.00%
	Debt Pymt - JDA/CBA	\$365,591	\$0	#DIV/0!
	Library Appropriations	\$342,075	\$455,700	75.07%
Water & Sewer Fund	Total Revenues	\$14,076,909	\$15,373,335	91.57%
	Water Sales	\$8,536,880	\$8,738,000	97.70%
	Sewer Sales	\$4,950,901	\$5,164,500	95.86%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Bond Proceeds	\$0	\$720,835	0.00%
	Prior Year Capacity Fees	\$0	\$240,000	0.00%
	Other Revenues	\$589,128	\$510,000	115.52%
	Total Expenditures	\$13,225,046	\$15,373,335	86.03%
	Personnel Expenses	\$2,992,670	\$3,297,270	90.76%
	Operating Expenses	\$2,545,294	\$3,280,650	77.59%
	Capital Expenses	\$1,995,635	\$2,659,700	75.03%
Gas Fund	Transfer To General Fund	\$2,298,606	\$2,507,570	91.67%
	Debt Payments	\$3,392,841	\$3,628,145	93.51%
	Total Revenues	\$22,215,231	\$26,770,995	82.98%
	Gas Sales	\$20,477,216	\$24,240,945	84.47%
	Gas Commodity Charge	\$1,196,568	\$1,245,000	96.11%
	Bond Proceeds	\$0	\$600,000	0.00%
	Proceeds from Capital Leases	\$0	\$25,050	0.00%
	Other Revenues	\$541,447	\$660,000	82.04%
	Total Expenses	\$20,089,325	\$26,770,995	75.04%
	Personnel Expenses	\$1,626,743	\$1,895,055	85.84%
	Operating Expenses	\$580,218	\$924,615	62.75%
	Purchase of Natural Gas	\$14,524,450	\$19,119,800	75.97%
	Transfer to General Fund	\$3,231,170	\$3,524,825	91.67%
	Capital Expenses	\$126,744	\$1,306,700	9.70%

	Description	5/31/2015	FY 2015 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$44,153,695	\$2,456,393	1797.50%
	Electric Sales	\$42,890,819	\$1,152,403	3721.86%
	Other Revenues	\$1,262,876	\$1,303,990	96.85%
	Total Expenses	\$43,009,934	\$49,027,080	87.73%
	Personnel Expenses	\$2,005,720	\$2,193,005	91.46%
	Operating Expenses	\$1,045,047	\$1,349,175	77.46%
	Purchase of Electricity	\$36,724,888	\$42,022,965	87.39%
	Capital Expenses	\$593,693	\$581,295	102.13%
	Transfer to General Fund	\$2,640,586	\$2,880,640	91.67%
Stormwater Fund	Total Revenues	\$1,282,810	\$1,645,065	77.98%
	Stormwater Revenues	\$1,210,499	\$1,310,500	92.37%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$72,311	\$12,565	575.50%
	Proceeds from Capital Leases	\$0	\$122,000	0.00%
	Prior Year Carryover	\$0	\$200,000	0.00%
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,468,312	\$1,645,065	89.26%
	Personnel Expenses	\$535,838	\$651,235	82.28%
	Operating Expenses	\$493,843	\$541,830	91.14%
	Capital Expenses	\$438,631	\$452,000	97.04%
Solid Waste Fund	Total Revenues	\$2,034,522	\$2,448,375	83.10%
	Refuse Collections Revenues	\$1,983,903	\$2,158,175	91.93%
	Other Revenues	\$50,619	\$50,200	100.83%
	Proceeds From Capital Leases	\$0	\$240,000	0.00%
	Total Expenses	\$2,125,163	\$2,448,375	86.80%
	Personnel Expenses	\$884,189	\$1,088,660	81.22%
	Operating Expenses	\$977,520	\$1,119,715	87.30%
	Capital Expenses	\$263,454	\$240,000	109.77%
Fiber Optics Fund	Total Revenues	\$1,749,671	\$1,839,960	95.09%
	Fiber Optics Revenues	\$1,493,484	\$1,730,215	86.32%
	GIS Revenues	\$95,550	\$104,000	91.88%
	Other Revenues	\$160,637	\$5,745	2796.12%
	Total Expenses	\$1,486,921	\$1,839,960	80.81%
	Personnel Expenses	\$604,474	\$636,970	94.90%
	Operating Expenses	\$569,643	\$748,640	76.09%
	MEAG Telecom Statewide Pymt	\$224,255	\$228,335	0.00%
	Debt Payment to Electric Dept	\$0	\$83,015	0.00%
	Capital Expenses	\$88,549	\$143,000	61.92%

CT # wa1

Cash Position

	6/30/14	7/31/14	8/31/14	9/30/14	10/31/14	11/31/14	12/31/14
Total Unrestricted Cash Balance	\$9,169,895.21	\$6,963,150.96	\$7,977,227.52	\$9,858,073.71	\$9,914,677.66	\$9,278,433.34	\$11,208,738.41
Total Restricted Cash Balance	\$58,246,278.70	\$56,814,690.09	\$57,701,601.77	\$54,856,911.47	\$55,388,172.78	\$55,932,023.54	\$64,018,752.17

Cash Position

	1/31/15	2/28/15	3/31/15	4/30/15	5/31/15	6/30/15
Total Unrestricted Cash Balance	\$12,031,479.04	\$13,143,930.53	\$14,262,392.36	\$13,819,837.44	\$13,511,022.33	
Total Restricted Cash Balance	\$63,355,559.04	\$65,173,788.31	\$65,152,679.00	\$65,684,530.77	\$66,250,280.53	

Highlights for the Month of May 2015:

Unrestricted cash decreased due mainly to decreases in the general fund and water fund cash, although the gas fund, solid waste fund, and fiber fund had increases to their cash balances.

Restricted cash increased mostly to the pension plan assets appreciating and the debt service funds increasing.