



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 – 6/18/2015
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. June 4, 2015 (Pages 1-26)

[Attachments](#)

B. Second Reading of Ordinances

1. Budget Ordinance for the Fiscal Year 2015-16 (Pages 27-30)

[Attachments](#)

2. Amendment to the Utilities Ordinance Regarding Gas Rates (Pages 31-36)

[Attachments](#)

3. Amendment to the Utilities Ordinance Regarding Water/Sewer Rates (Pages 37-41)

[Attachments](#)

4. Amendment to Fireworks Ordinance (Pages 42-51)

[Attachments](#)

C. First Reading of Ordinances

1. Amendment to the Alcohol Ordinance (Pages 52-54)

[Attachments](#)

D. Public Hearing - 1st 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 Zoning Ordinance (Pages 55-58)

[Attachments](#)

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 (Pages 59-71)

[Attachments](#)

E. Resolutions

1. Commencement Date for TAD #1 East Main Street Redevelopment Plan (Pages 72-74)

[Attachments](#)

F. Other

1. Georgia Municipal Association Membership Dues (Pages 75-77)

[Attachments](#)

G. Contracts/Agreements

1. Contracts for Performing Services (Pages 78-106)

[Attachments](#)

2. Invoice Cloud Electronic Bill Presentment and Payment (Pages 107-110)

[Attachments](#)

3. Optimists for July 4, 2015 Celebration (Pages 111-120)

[Attachments](#)

4. Property & Casualty and Workers Comp. Insurance Renewals (Pages 121-123)

[Attachments](#)

5. USA Software Annual Support & Maintenance Agreement (Pages 124-125)

[Attachments](#)

6. Leads Online Agreement (Pages 126-132)

[Attachments](#)

H. Bid Award/Purchases

1. Equipment Purchase for Project B.I.G. (Page 133)

[Attachments](#)

2. Solid Waste Garbage Cart Purchase (Page 134)

[Attachments](#)

3. Primary Screw Pump #2 Bottom Bearing (Pages 135-139)

[Attachments](#)

4. Audit Service Extension (Pages 140-141)

[Attachments](#)

I. Presentations

1. Citizen Survey Results Presentation (Page 142)

[Attachments](#)

J. Monthly Financial Statement

1. April 2015 (Pages 143-147)

[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
6/18/2015 7:00:00 PM
June 4, 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 is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 June 4, 2015
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Tate

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

II. Regular Agenda

A. Council Meeting Minutes

1. May 21, 2015

A motion to approve the May 21, 2015 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

B. Appointments

1. 2015 TopOP Awards

Bob Jones, Water and Sewer Superintendent stated that the TopOP Award is to recognize the Top Operator in each district annually that has been a moving force in the operations of their respective facilities, having increased operations in some way. Jack Dozier, Executive Advisor of the Georgia Association of Water Professionals presented the award to Daniel Duke for the District 1 Water Treatment Plant Top Operator. Jason Hazelwood won the 2015 District 1 Distribution System Top Operator but was unable to attend.

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

1. File T15-01: Text amendment application by City of Cartersville to amend sections 6.1 (R-20 District) and 16.4 (Minimum Special Use Standards).

Randy Mannino, Direct of Planning and Development, stated that this Zoning and Annexation request had no conflicts with the other City Departments and all adjacent property

owners have been notified and the required legal notices have been advertised. Mr. Mannino stated that Floyd's Landing has been an informally operating outdoor recreation area on Euharlee Road for approximately six (6) years. This is an approximate 20 acre property largely located in FEMA Floodplain area and backs up to the Etowah River. A text amendment would allow the use of Outdoor kayak/canoe/tube and campsite in the R-20 District with prior approval by Special Use. Mr. Mannino stated that staff has received numerous emails, phone calls, and letters both in favor of and against the request, there have been no additions or corrections since the first reading and the Planning Commission has recommended denial.

Mayor Santini opened the floor for a public hearing. Ronald Thomas came forward to speak for and Boyd Morris came forward to speak against the amendment. With no further comments Mayor Santini closed the public hearing.

A motion to deny the text amendment application was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

2. File SU15-02: Special Use Application by Ron Thomas for approximately 20 acres located at 311 Euharlee Road to allow Outdoor kayak/canoe/tube/and campsite.

Keith Lovell, Assistant City Attorney stated with the denial of the text amendment this item becomes VOID.

D. First Reading of Ordinances

1. Budget Ordinance for Fiscal Year 2015-16

Tom Rhinehart, Finance Director presented the fiscal year 2015-16 budget. Mr. Rhinehart stated that the budget is balanced with an increase of 0.37% from last year and includes salary adjustments for all departments, no city property tax increase, school system funding, increase in staffing, increased health insurance premiums for both the city and employees, an increase in residential water and sewer rates, an increase in the water basic monthly rate, an increase in gas basic monthly rates and an increase in the gas capital improvement rate. Mr. Rhinehart recommended approval of this budget ordinance.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

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

2015 - 2016 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$40,286,275	
Expenditures:		
Legislative		\$19,378,720
Administration		\$ 888,655
Finance Dept.		\$ 1,140,715
Customer Service Dept.		\$ 720,330
Police		\$ 5,221,110
Fire		\$ 6,296,530
Municipal Court		\$ 245,715
Public Works		\$ 2,259,340
Recreation		\$ 2,999,575
Planning & Development		\$ 962,215
Downtown Development Authority		\$ 173,370
<u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 5,034,960	\$ 5,034,960
SPLOST – 2003	\$ 360,000	\$ 360,000
SPLOST – 2014	\$ 2,722,540	\$ 2,722,540
DEA	\$ 315,000	\$ 315,000
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 530,000	\$ 530,000
Motor Vehicle Rental Tax	\$ 60,000	\$ 60,000
Grant Funds	\$ 0	\$ 0
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 23,160	\$ 23,160
Development Fees	\$ 5,000	\$ 5,000
<u>Enterprise Funds</u>		
Fiber Optics	\$ 1,875,465	\$ 1,875,465
Electric	\$49,860,820	\$49,860,820
Gas	\$23,159,760	\$23,159,760
Solid Waste	\$ 2,388,600	\$ 2,388,600
Stormwater	\$ 1,389,000	\$ 1,389,000
Water & Sewer	\$15,575,145	\$11,219,875
Water Pollution Control Plant		\$ 2,321,935
Water Treatment Plant		\$ 2,033,335
<u>Internal Service Fund</u>		
Garage	\$ 1,632,905	\$ 1,632,905

BE IT AND IT IS HEREBY ORDAINED.

First Reading, this 4th day of June 2015.

ADOPTED this ____ day of June 2015. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

2. Amendment to the Utilities Ordinance Regarding Gas Rates

Tom Rhinehart, Finance Director stated that in order to balance the Gas Fund Fiscal Year 2016 budget, two revenue increases have been proposed. They are increases in the fixed monthly base rates and an increase in the capital improvement rate. With these proposed increases in rates the residential customers will remain one of the lowest gas rates in the surrounding areas; however these increases are needed to maintain the existing system and plan for any necessary expansions. Mr. Rhinehart recommended approval of the proposed gas rate increases to begin July 1, 2015.

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 is hereby amended by making the following amendments to CHAPTER 24. UTILITIES. ARTICLE II. RATES, CHARGES, BILLING AND COLLECTION PROCEDURES. Section 24-221 - Gas system firm rate schedule - Residential, Section 24-222 - Same – Commercial, Section 24-223 – Same – Industrial, Section 24-224 – Gas system transport rate schedule – Industrial, and Section 24-225 – Gas system interruptible rate schedule - Industrial are hereby amended by deleting Section 24-221, Section 24-222, Section 24-223, Section 24-224, Section 24-225, and Section 24-231, Paragraph (h) in their entirety and replacing them as follows:

- **Sec. 24-221. - Gas system firm rate schedule—Residential.**

- (a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) **Code 40 - firm - residential - year round (water heater).**
Applicability. This rate is applicable to all residential customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 10.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

- (c) **Code 40A - firm - residential (excess flow valve) - year round (water heater).**
Applicability. This rate is applicable to all residential customers with year round consumption and an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 10.00
Monthly maintenance charge	5.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

- (d) **Code 47 - firm residential - heat only.**
Applicability. This rate is applicable to all residential customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 10.00
All consumption @	0.20
Plus PGCI	

- (e) **Code 47A - firm residential - (excess flow valve) heat only.**
Applicability. This rate is applicable to all residential customers that do not have year round consumption and have an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 10.00
Monthly maintenance charge	5.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99; Ord. No. 21-09, § 1, 3-19-09)

• **Sec. 24-222. - Same—Commercial.**

- (a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) **Code 41 - firm - commercial - year round (Water heater).**
Applicability. This rate is applicable to all commercial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$15.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(c) **Code 48 - Firm - Commercial Heat Only.**

Applicability. This rate is applicable to all commercial customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$15.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94)

• **Sec. 24-223. - Same—Industrial.**

(a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) **Code 42 - firm - industrial - heat only.**

Availability. Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(c) **Code 42 - firm - industrial - heat only.**

Applicability. This rate is applicable to all industrial customers that have winter heating requirements. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
All consumption @	0.20
Plus PGCI	

(d) **Code 43 - Firm - Industrial Process.**

Applicability. This rate is applicable to all industrial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 100 decatherms @	1.31
All over 100 decatherms @	0.95
Plus PGCI	

During cold weather months of October through April, all gas over the summer average (June, July, August) will be \$2.00/decatherm.

(Ord. No. 17-94, 5-12-94)

• **Sec. 24-224. - Gas system transport rate schedule—Industrial.**

(a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) **Code 44 - Small Transport.**

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using less than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGCII	

(c) **Code 46 - large transport.**

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345
All over 300,000 decatherms @	0.14
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGCIII	

(d) **Code 49 - industrial incentive.**

Applicability. This rate is applicable to all customers with a minimum average consumption of three thousand (3,000) decatherms per day and using more than one hundred thousand (100,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly Service Charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGC III	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99)

Sec. 24-225. - Gas system interruptible rate schedule—Industrial.

- (a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) **Code 45 - interruptible.**

Applicability. This rate is applicable to all industrial customers with a minimum consumption of one hundred (100) decatherms per day. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Plus PGCH	

(c) ***Code 45A - interruptible asphalt manufacturing facility.***

Applicability. This rate is applicable to all asphalt manufacturing facilities. All gas must be purchased from the City of Cartersville. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.178/DT
Plus PGCH	

It is the intention of the city council and it is hereby ordained that the provisions of Ordinance No. 17-94 shall become and be made part of the Code and the sections of said ordinance may be renumbered to accomplish such intention.

(Ord. No. 17-94, 5-12-94; Ord. No. 38-09, § 1, 6-2-09)

Secs. 24-226, 24-227. - Reserved.

Secs. 24-231.- Generally, Paragraph (h)

h) A capital improvement charge of \$0.0178/therm shall be applied to all purchased gas costs.

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 or alphabetized to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

First Reading this the 4th day of June 2015.

ADOPTED this the day of. Second Reading.

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

Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

3. Amendment to the Utilities Ordinance Regarding Water/Sewer Rates

Tom Rhinehart, Finance Director stated that in order to balance the Water and Sewer Fund Fiscal Year 2016 budget two revenue increases have been proposed. They are a 5 percent increase in residential water and sewer customers and a 5 percent increase in the base monthly water rate. With these proposed increases in the rates residential water and sewer customers will remain on of the lowest water and sewer rates in the surrounding areas; however these increases are needed to maintain the existing system and plan for any necessary future expansions. Mr. Rhinehart recommended approval of the proposed water and sewer rate increases to begin July 1, 2015.

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 **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 (a), (b), (c), (d), (e), and (f) Water and Sewage Rate and Section 24-147 (a.) Sewage Rates** is hereby amended by deleting said Section 24-64 (a), (b), (c), (d), (e), and (f), and Section 24-147 (a) in their entirety and replacing them with the following:

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.61	\$ 13.94
3/4" full flow	\$ 11.41	\$ 20.29
1"	\$ 17.76	\$ 32.97
1 ¼" or 1 ½"	\$ 35.50	\$ 60.86
2"	\$ 68.47	\$125.52
4"	\$126.79	\$245.33

6"	\$197.79	\$355.01
8"	\$253.58	\$490.67
Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$1.56/100 cu. ft.	\$3.14/100 cu. ft.
(b) 9 – 14 consumptions per month	\$2.57/100 cu. ft.	\$3.24/100 cu. ft.
(c) 15 – 19 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(d) 20 + consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters		
	\$2.59/100 cu. ft.	\$3.82/100 cu. ft.
(iii) Irrigation System Meters		
	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(iv) Industrial and All Other Meters		
	\$1.56/100 cu. ft.	\$3.14/100 cu. ft.

(b.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.61	\$ 7.61
3/4" full flow	\$ 11.41	\$ 11.41
1"	\$ 17.76	\$ 17.76
1 ¼" or 1 ½"	\$ 35.50	\$ 35.50
2"	\$ 68.47	\$ 68.47
4"	\$126.79	\$126.79
6"	\$197.79	\$197.79
8"	\$253.58	\$253.58
Plus consumption	\$1.72/100 cu. ft.	\$3.47/100 cu. ft.

(c) Tap Fees—Prior to the issuance of a tap, the following fees are required:					
	(in inches)	Water Tap Inside City	Water Tap Outside City	Sewer Tap Inside City	Sewer Tap Outside City
	¾	\$1,100.00	\$1,200.00	\$950.00	\$1,200.00
	1	1,200.00	1,400.00	1,000.00	1,300.00
	1½	2,200.00	2,400.00	1,150.00	1,600.00
	2	2,500.00	2,700.00	1,200.00	1,900.00
	4	3,000.00	3,200.00	1,775.00	3,050.00
	6	3,500.00	3,700.00	2,150.00	3,800.00
	8	4,000.00	4,200.00	2,620.00	4,740.00

	Multi-unit, per unit	1,100.00	1,200.00	950.00	1,200.00
--	-----------------------------	-----------------	-----------------	---------------	-----------------

Other provisions:

For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.

If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d)	Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.				
	<i>Water Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>		
	$\frac{3}{4}$	\$1,020.00	\$930.00		
	1	\$1,700.00	\$1,540.00		
	1½	\$3,500.00	\$3,090.00		
	2	\$5,590.00	\$4,940.00		
	3	N/A	\$7,410.00		
	4	\$10,100.00	\$9,030.00		
	6	\$15,600.00	\$14,450.00		
	8	\$20,280.00	\$18,780.00		
	multi-unit/per unit	\$1,020.00	\$930.00		
	<i>Sewer Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>		
	$\frac{3}{4}$	\$1,300.00	\$1,260.00		
	1	\$2,160.00	\$2,520.00		
	1½	\$4,320.00	\$4,030.00		
	2	\$6,910.00	\$8,050.00		
	3	N/A	\$10,040.00		
	4	\$13,470.00	\$13,050.00		
	6	\$20,200.00	\$19,580.00		
	8	\$26,260.00	\$25,454.00		
	multi-unit/per	\$1,300.00	\$1,260.00		

	unit	
--	-------------	--

Other provisions:

Apartments and hotels per unit calculations.

All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (¾" water meter equivalent):

- (a) Restaurant;**
- (b) Lounge;**
- (c) Car wash;**
- (d) Lobby;**
- (e) Full kitchen (not part of restaurant);**
- (f) Linen Laundry;**
- (g) Guest Laundry;**
- (h) Swimming Pool.**

Assisted Living Facility, Nursing Home, and Hospital per unit calculations.

All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All patient rooms without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility, or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (¾" water meter equivalent):

- (a) Restaurant;**
- (b) Lounge;**
- (c) Car wash;**
- (d) Lobby/Waiting Room;**
- (e) Full kitchen (not part of restaurant);**
- (f) Linen Laundry;**
- (g) Guest Laundry;**
- (h) Swimming Pool.**

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
In Inches:		
2	\$ 15.75	\$ 31.50
4	\$ 23.63	\$ 47.25
6	\$ 31.50	\$ 63.00
8	\$ 63.00	\$126.00
10	\$157.50	\$315.00
12	\$236.25	\$472.50

(f) Fire hydrant flow test.	City	Outside City
	\$250.00	\$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.61	\$ 7.61
3/4" full flow	\$ 11.41	\$ 11.41
1"	\$ 17.76	\$ 17.76
1 ¼" or 1 ½"	\$ 35.50	\$ 35.50
2"	\$ 68.47	\$ 68.47
4"	\$126.79	\$126.79
6"	\$197.79	\$197.79
8"	\$253.58	\$253.58
Plus consumption	\$1.72/100 cu. ft.	\$3.47/100 cu. ft.

This Ordinance shall become effective on July 1, 2015.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 4th day of June 2015.

ADOPTED this the ____ day of June 2015. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

E. Other

1. Ordinance Revision

Keith Lovell, Assistant City Attorney stated that Ordinance No. 08-15 adopted on May 7, 2015 needs to be deleted in its entirety and the pre-existing Section 24-21 remain in full force in effect due to errors in the ordinance and a corrected ordinance be put in place.

A motion to approve to repeal Ordinance No. 08-15 and approve Ordinance No. 16-15 on an emergency basis was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 15-15

WHEREAS, Ordinance No. 08-15 adopted on May 7, 2015, had numerous typographical errors and it is necessary to repeal and void said Ordinance.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council that Ordinance No. 08-15 adopted on May 7, 2015 is to be deleted in its entirety and is hereby repealed and rendered null and void as it referenced the wrong code section. The pre-existing Sec. 24-21 shall remain in full force and effect.

1.

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. Additionally to correct typographical errors in Ordinance No. 08-15 it is necessary that this Ordinance be adopted by emergency reading.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 4th day of June 2015. Emergency Reading

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
 City Clerk

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 16-15

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 24. ARTICLE X. ELECTRIC SYSTEM. DIVISION 14. RESERVED** is hereby amended by deleting said Division 14, Reserved in its entirety and replacing as follows:

1.

Division 14. Competitive BY-PASS RIDER, CBP-4

Sec. 24-321 – Generally.

(a) *Effective Date:* Bills rendered on or after June 5, 2015.

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

(c) *Applicability:* Applicable to existing and new customers where the following criteria are met:

- (1)** Customer takes or is expected to take electric service from CES.
- (2)** Customer's load qualifies as "customer choice load" as defined in the Georgia Territorial Electric Service Act of 1973 (the "Territorial Act").
- (3)** Customer has received a written, bona fide offer from a legally competing power supplier.

(d) *Purpose:* To allow CES to alter charges calculated in the applicable tariff or rider and to forego the collection of upfront costs for labor and materials for providing power and lighting services to Customer with expectations to recoup said costs in the form of expected

revenues to match or beat said offer from a competing power supplier if, and only if, the adjusted charges exceed the incremental costs associated with provision of service to the Customer.

Sec. 24-322 – 24-325. 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. Additionally, to correct errors in a previous Ordinance adoption and to allow for proper billing this Ordinance is deemed to be emergency in nature.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 4th day of June 2015. Emergency Reading.

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

ATTEST:

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

F. Bid Award/Purchases

1. Non-potable Pump Repair

Bob Jones, Water and Sewer Superintendent stated that the non-potable pump at the WPCP has reached the end of its useful life. Bids were requested and Mr. Jones recommended approval of the low bid from GWI (Goforth Williamson, Inc.) in the amount of \$8,111.00.

A motion to approve the low bid from GWI was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. Mobile Radios for Fire Department

Scott Carter, Fire Chief stated that this request is for the mobile radio placed within the trucks and the portable radios that staff will use to communicate with Bartow 911 and other emergency personnel. The total price from this communication package is \$8,390 and includes installation and frequency setup. This is a single source quote from Coosa Valley Communications and Chief Carter recommended approval.

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

3. Technical Equipment Package for New Fire Trucks

Scott Carter, Fire Chief stated that this request is a combination of various vendors and types of equipment to form a package of technical equipment that is required for the new fire trucks soon to arrive. Chief Carter recommended approval of the following:

Extrication Equipment	Fire Line	\$29,962.60
Thermal Imaging	Ten 8 Fire	\$21,172.00
Rapid Intervention Equip	MES	\$ 6,838.00
Firecom	Ten 8 Fire	<u>\$ 9,565.92</u>
Total		\$67,538.52

A motion to approve of the technical equipment package for new fire trucks as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

4. Allied Telesis Fiber Equipment

Dan Porta, Assistant City Manager stated that due to the evolving technology the FiberCom Department has begun changing the service media from dual fiber to single fiber using a dual frequency platform. The equipment is to facilitate expansion with a larger chassis and more ports allowing the existing small equipment to be utilized at another location. Mr. Porta recommended approval of this purchase in the amount of \$17,974.00 from Allied Telesis.

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

Mayor Santini stated that there are six items to be added to the agenda. A motion to add the items to the agenda was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

G. Added Items

1. Resolution for BIG

Keith Lovell, Assistant City Attorney stated that this is a Resolution to authorize the city to enter into a contract to provide electric service to BIG, USA, Inc. Mr. Lovell recommended approval of the Resolution and accept request for service proposal from BIG, USA, Inc.

A motion to approve Resolution No. 11-15 and accept request for service proposal from BIG, USA, Inc was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0.

Resolution No. 11-15

WHEREAS, B.I.G., USA, Inc. and the City of Cartersville, Georgia have agreed to enter into a Contract For Electric Power Service;

WHEREAS, the City is an electric supplier under the terms of the Georgia Territorial Electric Service Act;

WHEREAS, B.I.G. USA, Inc. will operate a new manufacturing facility to be located at the 1096 Cass White Road, in the City limits of Cartersville, Georgia (“the Premises”) to which the City will furnish electric service; and

WHEREAS, the City of Cartersville and B.I.G. USA, Inc. wish to establish and continue their electric service relationship to satisfy the electric service requirements of the Premises;

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED that the Mayor and City Clerk are authorized to sign the Contract for Electric Power Service.

ADOPTED this the 4th day of June 2015.

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

ATTEST:

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

2. First Reading - Amendment to the Fireworks Ordinance

Keith Lovell, Assistant City Attorney stated that due to changes in the laws at the State Level the city needed to amend its current fireworks ordinances.

1. Section 9-18 Add permit fee of \$100.00
2. Section 9-30 Do away with prohibition of Fireworks
3. Section 9-32 Definition of fireworks
4. Section 9-33 Standards for wire/wood sparklers.

Mr. Lovell stated that all four ordinances are recommended for approval.

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 9. FIRE PREVENTION AND PROTECTION. ARTICLE II. FIRE DEPARTMENT. Sec. 9-18 Miscellaneous fees** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 9-18. Miscellaneous fees.

(a) The following fees shall be charged by the City of Cartersville Fire Department:

- (1) Professional Fireworks permit applications, per day, per event\$100.00**
- (2) Fireworks Special Use permit applications, per day, per event\$100.00**
- (3) Temporary Fireworks Retail Sales permit.....\$500.00**
- (4) Above ground storage tank location approvals, per tank, per site\$100.00**
- (5) Fire extinguisher classes, per class\$15.00**
- (6) Copies of fire incident reports, per report\$3.00**

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 4th day of June 2015.
ADOPTED this the day of. Second Reading.

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

ATTEST:

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

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 9. FIRE PREVENTION AND PROTECTION. ARTICLE III. FIRE PREVENTION CODE. Sec. 9-30. Fireworks** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 9-30. - Fireworks.

(a)Indoor fireworks prohibited.

(1) All fireworks and pyrotechnic devises and displays of any nature whatsoever are prohibited in any indoor or enclosed structure or any structure with a roof within the City of Cartersville City Limits.

(b)Outdoor fireworks permitted.

(1) Prior to any individual being issued a Fireworks Special Use permit or a permit for a Professional Fireworks Display by the Probate Judge of Bartow County, said person must apply for a permit to use fireworks in the city.

(2) Upon application for a permit on the form provided by the Cartersville Fire Department, and receipt of said form by the City of Cartersville Fire Department the city shall review the applications and issue an approval or denial within five (5) business days of receipt of the application.

(3) The fire marshal or his designee shall review the application and determine its compliance with the following requirements:

(i) All federal and State of Georgia laws, rules and regulations relating to firework displays and or the use of fireworks;

(ii) That said applicant is licensed as required by the State of Georgia to perform fireworks;

(iii) That said fireworks display as planned does not inherently place the public in danger;

(iv) That all-proper safety measures and distance requirements have been complied with.

- (4) The fees for these permits shall be determined by the mayor and city council.
- (5) If the city approves a Professional Fireworks permit, the permit applicant then can file for a request from the probate court to present a fireworks display.
- (6) If the request for a Professional Fireworks permit is denied, a copy of the denial will be forwarded by Cartersville Fire Marshal or designee to the probate judge, with the recommendation that the probate judge not authorize said fireworks display.
- (7) If the applicant makes a request of the probate judge for a Professional Fireworks display, he must give the city written notice of said application at least three (3) business days prior to a hearing on said application by the probate judge.
- (8) *Public Displays* Consumer Fireworks are allowed as part of public exhibitions or displays of fireworks, and the sale and transportation of fireworks for such use shall be allowed if properly permitted according to the provisions of O.C.G.A Chapter 25, article 10 and Sections 9-32 of the City of Cartersville Code of Ordinances.
- (9) It shall be unlawful for any person, firm, corporation, association, or partnership to release or cause to be released any balloon, bag, parachute, or similar device which requires fire underneath for propulsion or to release or cause to be released any floating water lantern or wish lantern which uses a flame to create a lighting effect in any public waterway, lake, pond, stream, or river.
- (10) *Penalty for violation of article.* Any person, firm, corporation, association, or partnership violating the provisions of this article shall be subject to a fine of up to one thousand dollars (\$1000.00) per violation and/or six (6) months in jail per day per violation.

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 4th day of June 2015.
ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

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 9. FIRE PREVENTION AND PROTECTION. ARTICLE III. FIRE PREVENTION CODE. Sec. 9-32. Fireworks prohibited** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 9-32. - Sale of Consumer Fireworks

(a) “Consumer Fireworks” means any small fireworks devices containing restricted amounts of pyrotechnic composition, designed primarily to produce visible or audible effects by combustion, that comply with the construction, chemical composition, and labeling regulations of the United States Consumer Product Safety Commission as provided for in Parts 1500 and 1507 of Title 16 of the Code of Federal Regulations, the United States Department of Transportation as provided for in Part 172 of Title 49 of the Code of Federal Regulations, and the American Pyrotechnic Association as provided for in the 2001 American Pyrotechnics Association Standard 87-1, and additionally shall mean Roman candles

(b) “Consumer Fireworks Retail Sales Facility” (CFRS Facility) A permanent or temporary building or structure, CFRS stand, tent, canopy, or membrane structure that is used primarily for the retail display and sale of consumer fireworks.

(c) “Consumer Fireworks Retail Sales stand” A temporary or permanent building or structure that has a floor area not greater than 800 sq./ft. other than tent, canopies, or membrane structures, that is used primarily for the retail display and sales of consumer fireworks to the public.

(e) “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.”

(d) “Consumer Fireworks Storage Building” A building in which finished consumer fireworks are received, stored, and shipped but in which no manufacturing is performed. 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.”

(e) “Permanent” as applied to buildings or structures: a building or structure affixed to a foundation on a site and having fixed utility connections that is intended to remain on the site for more than 180 consecutive calendar days.

(f) “Temporary” as applied to buildings or structures: a building or structure not meeting the definition for permanent structure. As applied to electrical power and wiring: electrical service in use or in place for a period of 90 consecutive calendar days or less.

(g) “*Fireworks*” means any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including blank cartridges, firecrackers, torpedoes, skyrockets, bombs, sparklers, and other combustibles and explosives of like construction, as well as articles containing any explosive or flammable compound and tablets and other devices containing an explosive substance.

(h) The term “Consumer fireworks” or “fireworks” shall not include:

(1) Model rockets and model rocket engines, designed, sold, and used for the purpose of propelling recoverable aero models; toy pistol paper caps in which the explosive content does not average more than 0.25 grains of explosive mixture per paper cap; nor toy pistols, toy cannons, toy canes, toy guns, or other devices using such paper caps; nor shall the term “consumer fireworks” or “fireworks” include ammunition consumed by weapons used for sporting and hunting purposes.; and

(2) Wire or Wood sparklers of 100 grams or less of mixture per item; other sparkling items which are non-explosive and non-aerial and contain 75 grams or less of chemical compound per tube or a total of 500 grams or less for multiple tubes; snake and glow worms; smoke devices; or trick noise makers which include paper streamers, party poppers, string poppers, snappers, and drop pops each consisting of 0.25 grains or less of explosive mixture

(j)It shall be unlawful for any person, firm, corporation or other entity to sell, offer to sell or use, explode, cause to be exploded, possess, manufacture, transport or store any fireworks within the corporate limits of the city, except as may be permitted under the provisions of Chapter 10 of Title 25 of the Official Code of Georgia Annotated and the Rules and Regulations of the Safety Fire Commissioner Chapter 120-3-22

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 4th day of June 2015.
ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

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 9. ARTICLE III. FIRE PREVENTION CODE. Sec. 9-33 wire or wood sparklers and model rockets** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 9-33. 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 4th day of June 2015.
ADOPTED this the day of. Second Reading.**

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

ATTEST:

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

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/ _____
Connie Keeling
City Clerk**



City of Cartersville

City Council Meeting
6/18/2015 7:00:00 PM
Budget Ordinance for the Fiscal Year 2015-16

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	As discussed in the budget work session on May 4, 2015, the fiscal year 2015-16 budget ordinance is attached. The budget has been amended from the June 4th meeting to accommodate a change in the general fund regarding property and casualty insurance expenses that had previously been deleted. Along with the general fund property and casualty insurance increases, maintenance of the Church Street Bridge was added back along with additional funding for planning and development software. The expenses were offset by an unexpected reimbursement from the JDA for past bond payments. The total increase to the budget since the June 4th meeting is \$394,650, and only affected the general fund. The budget is a balanced budget and increased \$925,505 or 0.64 % from last year's budget. The budget includes salary adjustments for all departments, no city property tax increase, school system funding, increase in staffing, increased health insurance premiums for both the city and employees, an increase in the residential water and sewer rates, an increase in the water basic monthly rate, an increase in gas basic monthly rates, and an increase in the gas capital improvement rate. Budget comparison by type for the FY 2016 budget expenses compared to the FY 2015 budget include: personnel expenses increased by \$1,348,490 (salary adjustments and increase in health insurance premiums); operating expenses increase of \$788,460; a decrease in the purchase of commodities expenses of \$4,122,640; school board appropriation decrease of \$356,920; BID Tax expenses increased by \$3,745; debt service expenses increase of \$325; capital expenses increase of \$2,914,045 (park bond capital expenses); and transfers to the general fund increase of \$350,000. I recommend approval of the proposed amended fiscal year 2015-16 budget as presented.
City Manager's Remarks:	I recommend approval of the proposed fiscal year 2015-16 budget with the staff's recommended amendments.
Financial/Budget Certification:	

Cover Memo

Item # 2

Legal:
Associated Information:

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

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

2015 - 2016 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$40,680,925	
Expenditures:		
Legislative		\$19,385,025
Administration		\$ 899,115
Finance Dept.		\$ 1,154,210
Customer Service Dept.		\$ 727,470
Police		\$ 5,281,395
Fire		\$ 6,368,130
Municipal Court		\$ 249,190
Public Works		\$ 2,416,565
Recreation		\$ 3,027,775
Planning & Development		\$ 995,880
Downtown Development Authority		\$ 176,170
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 5,034,960	\$ 5,034,960
SPLOST – 2003	\$ 360,000	\$ 360,000
SPLOST – 2014	\$ 2,722,540	\$ 2,722,540
DEA	\$ 315,000	\$ 315,000
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 530,000	\$ 530,000
Motor Vehicle Rental Tax	\$ 60,000	\$ 60,000
Grant Funds	\$ 0	\$ 0
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 23,160	\$ 23,160
Development Fees	\$ 5,000	\$ 5,000

Enterprise Funds

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

Internal Service Fund

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

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ____ day of June 2015. First Reading.

ADOPTED this ____ day of June 2015. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

6/18/2015 7:00:00 PM

Amendment to the Utilities Ordinance Regarding Gas Rates

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	In order to balance the Gas Fund FY 2016 budget, two revenue increases have been proposed. They are as follows: increases in the fixed monthly base rates and an increase in the capital improvement rate. The increase to the fixed monthly base rate will allow the gas department to continue to maintain the existing gas infrastructure as well as update/expand the system to fulfill the needs of existing customers. The proposed increases are as follows: residential customers from \$8 to \$10; commercial customers from \$10 to \$15; industrial customers from \$25 to \$100; and transport fees from \$100 to \$200. The fixed monthly base rates have not been adjusted since 1994. The Gas Fund also proposed an increase in the capital improvement rate from \$0.078 to \$0.178 per decatherm. The increase will be used for the construction of the TransCo Meter Station and has not been adjusted since 1994. With these proposed increases in the rates, City of Cartersville residential gas customers will remain one of the lowest gas rates in the surrounding areas. These increases are needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed gas rate increases to begin July 1, 2015.
City Manager's Remarks:	This rate increase is part of the proposed budget and is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby amended by making the following amendments to **CHAPTER 24. UTILITIES. ARTICLE II. RATES, CHARGES, BILLING AND COLLECTION PROCEDURES.** Section 24-221 - Gas system firm rate schedule - Residential, Section 24-222 - Same – Commercial, Section 24-223 – Same – Industrial, Section 24-224 – Gas system transport rate schedule – Industrial, and Section 24-225 – Gas system interruptible rate schedule - Industrial are hereby amended by deleting Section 24-221, Section 24-222, Section 24-223, Section 24-224, Section 24-225, and Section 24-231, Paragraph (h) in their entirety and replacing them as follows:

- Sec. 24-221. - Gas system firm rate schedule—Residential.

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 40 - firm - residential - year round (water heater).*
Applicability. This rate is applicable to all residential customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 10.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

- (c) *Code 40A - firm - residential (excess flow valve) - year round (water heater).*
Applicability. This rate is applicable to all residential customers with year round consumption and an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 10.00
Monthly maintenance charge	5.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

- (d) *Code 47 - firm residential - heat only.*

Applicability. This rate is applicable to all residential customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 10.00
All consumption @	0.20
Plus PGCI	

(e) **Code 47A - firm residential - (excess flow valve) heat only.**

Applicability. This rate is applicable to all residential customers that do not have year round consumption and have an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 10.00
Monthly maintenance charge	5.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99; Ord. No. 21-09, § 1, 3-19-09)

- **Sec. 24-222. - Same—Commercial.**

(a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) **Code 41 - firm - commercial - year round (Water heater).**

Applicability. This rate is applicable to all commercial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$15.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(c) **Code 48 - Firm - Commercial Heat Only.**

Applicability. This rate is applicable to all commercial customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$15.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94)

- **Sec. 24-223. - Same—Industrial.**

(a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) **Code 42 - firm - industrial - heat only.**

Availability. Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(c) *Code 42 - firm - industrial - heat only.*

Applicability. This rate is applicable to all industrial customers that have winter heating requirements. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
All consumption @	0.20
Plus PGCI	

(d) *Code 43 - Firm - Industrial Process.*

Applicability. This rate is applicable to all industrial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 100 decatherms @	1.31
All over 100 decatherms @	0.95
Plus PGCI	
During cold weather months of October through April, all gas over the summer average (June, July, August) will be \$2.00/decatherm.	

(Ord. No. 17-94, 5-12-94)

- Sec. 24-224. - Gas system transport rate schedule—Industrial.

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 44 - Small Transport.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using less than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGCI	

(c) *Code 46 - large transport.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345

All over 300,000 decatherms @	0.14
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGCIH	

(d) *Code 49 - industrial incentive.*

Applicability. This rate is applicable to all customers with a minimum average consumption of three thousand (3,000) decatherms per day and using more than one hundred thousand (100,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly Service Charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGC III	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99)

• **Sec. 24-225. - Gas system interruptible rate schedule—Industrial.**

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 45 - interruptible.*

Applicability. This rate is applicable to all industrial customers with a minimum consumption of one hundred (100) decatherms per day. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Plus PGCH	

(c) *Code 45A - interruptible asphalt manufacturing facility.*

Applicability. This rate is applicable to all asphalt manufacturing facilities. All gas must be purchased from the City of Cartersville. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.178/DT

Plus PGCH	
-----------	--

It is the intention of the city council and it is hereby ordained that the provisions of Ordinance No. 17-94 shall become and be made part of the Code and the sections of said ordinance may be renumbered to accomplish such intention.

(Ord. No. 17-94, 5-12-94; Ord. No. 38-09, § 1, 6-2-09)

Secs. 24-226, 24-227. - Reserved.

Secs. 24-231.- Generally, Paragraph (h)

h) A capital improvement charge of \$0.0178/therm shall be applied to all purchased gas costs.

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 or alphabetized to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

First Reading this the day of.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

6/18/2015 7:00:00 PM

Amendment to the Utilities Ordinance Regarding Water/Sewer Rates

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	In order to balance the Water and Sewer Fund FY 2016 budget, two revenue increases have been proposed. They are as follows: a 5 percent increase in residential water and sewer customers and a 5 percent increase in the base monthly water rate. The 5 percent increase will allow the water department to continue to maintain the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equates to \$0.07 per 100 cubic feet consumed for city residents and \$0.15 per 100 cubic feet consumed for outside the city residents. The estimated increase for a residential water and sewer customer will be \$5.25 a month on 7500 gallons consumed. The Water and Sewer Fund also proposed a 5 percent increase in the base monthly water and sewer rates. Currently the base monthly fee is \$7.25 and the proposed base fee will increase to \$7.61 a month. This equates to an increase of \$0.36 a month. With these proposed increases in the rates, City of Cartersville residential water and sewer customers will remain one of the lowest water and sewer rates in the surrounding areas. These increases are needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2015.
City Manager's Remarks:	This rate increase is part of the proposed budget and is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 (a), (b), (c), (d), (e), and (f) Water and Sewage Rate and Section 24-147 (a.) Sewage Rates is hereby amended by deleting said Section 24-64 (a), (b), (c), (d), (e), and (f), and Section 24-147 (a) in their entirety and replacing them with the following:

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.61	\$ 13.94
3/4" full flow	\$ 11.41	\$ 20.29
1"	\$ 17.76	\$ 32.97
1 ¼" or 1 ½"	\$ 35.50	\$ 60.86
2"	\$ 68.47	\$125.52
4"	\$126.79	\$245.33
6"	\$197.79	\$355.01
8"	\$253.58	\$490.67
Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$1.56/100 cu. ft.	\$3.14/100 cu. ft.
(b) 9 – 14 consumptions per month	\$2.57/100 cu. ft.	\$3.24/100 cu. ft.
(c) 15 – 19 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(d) 20 + consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters	\$2.59/100 cu. ft.	\$3.82/100 cu. ft.
(iii) Irrigation System Meters	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(iv) Industrial and All Other Meters	\$1.56/100 cu. ft.	\$3.14/100 cu. ft.

(b.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.61	\$ 7.61
3/4" full flow	\$ 11.41	\$ 11.41
1"	\$ 17.76	\$ 17.76
1 ¼" or 1 ½"	\$ 35.50	\$ 35.50
2"	\$ 68.47	\$ 68.47
4"	\$126.79	\$126.79
6"	\$197.79	\$197.79
8"	\$253.58	\$253.58
Plus consumption	\$1.72/100 cu. ft.	\$3.47/100 cu. ft.

(c)	Tap Fees—Prior to the issuance of a tap, the following fees are required:				
	(in inches)	Water Tap Inside City	Water Tap Outside	Sewer Tap Inside City	Sewer Tap Outside City

			City		
	³ / ₄	\$1,100.00	\$1,200.00	\$950.00	\$1,200.00
	1	1,200.00	1,400.00	1,000.00	1,300.00
	1½	2,200.00	2,400.00	1,150.00	1,600.00
	2	2,500.00	2,700.00	1,200.00	1,900.00
	4	3,000.00	3,200.00	1,775.00	3,050.00
	6	3,500.00	3,700.00	2,150.00	3,800.00
	8	4,000.00	4,200.00	2,620.00	4,740.00
	Multi-unit, per unit	1,100.00	1,200.00	950.00	1,200.00

Attachment number 1 \nPage 2

Other provisions:

For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.

If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d)	Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.			
	<i>Water Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>	
	³ / ₄	\$1,020.00	\$930.00	
	1	\$1,700.00	\$1,540.00	
	1½	\$3,500.00	\$3,090.00	
	2	\$5,590.00	\$4,940.00	
	3	N/A	\$7,410.00	
	4	\$10,100.00	\$9,030.00	
	6	\$15,600.00	\$14,450.00	
	8	\$20,280.00	\$18,780.00	
	multi-unit/per unit	\$1,020.00	\$930.00	
	<i>Sewer Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>	
	³ / ₄	\$1,300.00	\$1,260.00	
	1	\$2,160.00	\$2,520.00	
	1½	\$4,320.00	\$4,030.00	
	2	\$6,910.00	\$8,050.00	
	3	N/A	\$10,040.00	
	4	\$13,470.00	\$13,050.00	
	6	\$20,200.00	\$19,580.00	
	8	\$26,260.00	\$25,454.00	
	multi-unit/per unit	\$1,300.00	\$1,260.00	

Other provisions:

Apartments and hotels per unit calculations.

All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (¾" water meter equivalent):

- (a) Restaurant;**
- (b) Lounge;**
- (c) Car wash;**
- (d) Lobby;**
- (e) Full kitchen (not part of restaurant);**
- (f) Linen Laundry;**
- (g) Guest Laundry;**
- (h) Swimming Pool.**

Attachment number 1 \nPage 3

Assisted Living Facility, Nursing Home, and Hospital per unit calculations.

All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All patient rooms without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility, or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (¾" water meter equivalent):

- (a) Restaurant;**
- (b) Lounge;**
- (c) Car wash;**
- (d) Lobby/Waiting Room;**
- (e) Full kitchen (not part of restaurant);**
- (f) Linen Laundry;**
- (g) Guest Laundry;**
- (h) Swimming Pool.**

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
In Inches:		
2	\$ 15.75	\$ 31.50
4	\$ 23.63	\$ 47.25
6	\$ 31.50	\$ 63.00
8	\$ 63.00	\$126.00
10	\$157.50	\$315.00
12	\$236.25	\$472.50

(f)	Fire hydrant flow test.	City	Outside City
		\$250.00	\$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.61	\$ 7.61
3/4" full flow	\$ 11.41	\$ 11.41
1"	\$ 17.76	\$ 17.76
1 ¼" or 1 ½"	\$ 35.50	\$ 35.50
2"	\$ 68.47	\$ 68.47
4"	\$126.79	\$126.79
6"	\$197.79	\$197.79
8"	\$253.58	\$253.58
Plus consumption	\$1.72/100 cu. ft.	\$3.47/100 cu. ft.

This Ordinance shall become effective on July 1, 2015.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the ____ day of June 2015.
ADOPTED this the ____ day of June 2015. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie K. Keeling
City Clerk



City of Cartersville

City Council Meeting
6/18/2015 7:00:00 PM
Amendment to Fireworks Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Fire
Department Summary Recommendation:	Due to changes in the laws at the State Level the city needed to amend its current fireworks ordinances. 1. Section 9-18 Add permit fee of \$100.00 2. Section 9-30 Do away with prohibition of Fireworks 3. Section 9-32 Definition of fireworks 4. Section 9-33 Standards for wire/wood sparklers. All four ordinances are recommended for approval.
City Manager's Remarks:	Your approval of these ordinances is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 9. FIRE PREVENTION AND PROTECTION. ARTICLE II. FIRE DEPARTMENT. Sec. 9-18 Miscellaneous fees** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 9-18. Miscellaneous fees.

(a) The following fees shall be charged by the City of Cartersville Fire Department:

- (1) Professional Fireworks permit applications, per day, per event\$100.00**
- (2) Fireworks Special Use permit applications, per day, per event\$100.00**
- (3) Temporary Fireworks Retail Sales permit.....\$500.00**
- (4) Above ground storage tank location approvals, per tank, per site\$100.00**
- (5) Fire extinguisher classes, per class\$15.00**
- (6) Copies of fire incident reports, per report\$3.00**

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 4th day of June 2015.
ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/_____
Connie Keeling
City Clerk

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 9. FIRE PREVENTION AND PROTECTION. ARTICLE III. FIRE PREVENTION CODE. Sec. 9-30. Fireworks** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 9-30. - Fireworks.

(a)Indoor fireworks prohibited.

(1) All fireworks and pyrotechnic devises and displays of any nature whatsoever are prohibited in any indoor or enclosed structure or any structure with a roof within the City of Cartersville City Limits.

(b)Outdoor fireworks permitted.

(1) Prior to any individual being issued a Fireworks Special Use permit or a permit for a Professional Fireworks Display by the Probate Judge of Bartow County, said person must apply for a permit to use fireworks in the city.

(2) Upon application for a permit on the form provided by the Cartersville Fire Department, and receipt of said form by the City of Cartersville Fire Department the city shall review the applications and issue an approval or denial within five (5) business days of receipt of the application.

(3) The fire marshal or his designee shall review the application and determine its compliance with the following requirements:

(i) All federal and State of Georgia laws, rules and regulations relating to firework displays and or the use of fireworks;

(ii) That said applicant is licensed as required by the State of Georgia to perform fireworks;

(iii) That said fireworks display as planned does not inherently place the public in danger;

(iv) That all-proper safety measures and distance requirements have been complied with.

- (4) The fees for these permits shall be determined by the mayor and city council.
- (5) If the city approves a Professional Fireworks permit, the permit applicant then can file for a request from the probate court to present a fireworks display.
- (6) If the request for a Professional Fireworks permit is denied, a copy of the denial will be forwarded by Cartersville Fire Marshal or designee to the probate judge, with the recommendation that the probate judge not authorize said fireworks display.
- (7) If the applicant makes a request of the probate judge for a Professional Fireworks display, he must give the city written notice of said application at least three (3) business days prior to a hearing on said application by the probate judge.
- (8) *Public Displays* Consumer Fireworks are allowed as part of public exhibitions or displays of fireworks, and the sale and transportation of fireworks for such use shall be allowed if properly permitted according to the provisions of O.C.G.A Chapter 25, article 10 and Sections 9-32 of the City of Cartersville Code of Ordinances.
- (9) It shall be unlawful for any person, firm, corporation, association, or partnership to release or cause to be released any balloon, bag, parachute, or similar device which requires fire underneath for propulsion or to release or cause to be released any floating water lantern or wish lantern which uses a flame to create a lighting effect in any public waterway, lake, pond, stream, or river.
- (10) *Penalty for violation of article.* Any person, firm, corporation, association, or partnership violating the provisions of this article shall be subject to a fine of up to one thousand dollars (\$1000.00) per violation and/or six (6) months in jail per day per violation.

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 4th day of June 2015.
ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk

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 9. FIRE PREVENTION AND PROTECTION. ARTICLE III. FIRE PREVENTION CODE. Sec. 9-32. Fireworks prohibited** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 9-32. - Sale of Consumer Fireworks

(a) “Consumer Fireworks” means any small fireworks devices containing restricted amounts of pyrotechnic composition, designed primarily to produce visible or audible effects by combustion, that comply with the construction, chemical composition, and labeling regulations of the United States Consumer Product Safety Commission as provided for in Parts 1500 and 1507 of Title 16 of the Code of Federal Regulations, the United States Department of Transportation as provided for in Part 172 of Title 49 of the Code of Federal Regulations, and the American Pyrotechnic Association as provided for in the 2001 American Pyrotechnics Association Standard 87-1, and additionally shall mean Roman candles

(b) “Consumer Fireworks Retail Sales Facility” (CFRS Facility) A permanent or temporary building or structure, CFRS stand, tent, canopy, or membrane structure that is used primarily for the retail display and sale of consumer fireworks.

(c) “Consumer Fireworks Retail Sales stand” A temporary or permanent building or structure that has a floor area not greater than 800 sq./ft. other than tent, canopies, or membrane structures, that is used primarily for the retail display and sales of consumer fireworks to the public.

(e) “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.”

(d) **“Consumer Fireworks Storage Building”** A building in which finished consumer fireworks are received, stored, and shipped but in which no manufacturing is performed. 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.”

(e) **“Permanent”** as applied to buildings or structures: a building or structure affixed to a foundation on a site and having fixed utility connections, that is intended to remain on the site for more than 180 consecutive calendar days.

(f) **“Temporary”** as applied to buildings or structures: a building or structure not meeting the definition for permanent structure. As applied to electrical power and wiring: electrical service in use or in place for a period of 90 consecutive calendar days or less.

(g) **“Fireworks”** means any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including blank cartridges, firecrackers, torpedoes, skyrockets, bombs, sparklers, and other combustibles and explosives of like construction, as well as articles containing any explosive or flammable compound and tablets and other devices containing an explosive substance.

(h) The term **“Consumer fireworks”** or **“fireworks”** shall not include:

(1) Model rockets and model rocket engines, designed, sold, and used for the purpose of propelling recoverable aero models; toy pistol paper caps in which the explosive content does not average more than 0.25 grains of explosive mixture per paper cap; nor toy pistols, toy cannons, toy canes, toy guns, or other devices using such paper caps; nor shall the term **“consumer fireworks”** or **“fireworks”** include ammunition consumed by weapons used for sporting and hunting purposes.; and

(2) Wire or Wood sparklers of 100 grams or less of mixture per item; other sparkling items which are non-explosive and non-aerial and contain 75 grams or less of chemical compound per tube or a total of 500 grams or less for multiple tubes; snake and glow worms; smoke devices; or trick noise makers which include paper streamers, party poppers, string poppers, snappers, and drop pops each consisting of 0.25 grains or less of explosive mixture

(j)It shall be unlawful for any person, firm, corporation or other entity to sell, offer to sell or use, explode, cause to be exploded, possess, manufacture, transport or store any fireworks within the corporate limits of the city, except as may be permitted under the

provisions of Chapter 10 of Title 25 of the Official Code of Georgia Annotated and the Rules and Regulations of the Safety Fire Commissioner Chapter 120-3-22

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 4th day of June 2015.
ADOPTED this the day of. Second Reading.**

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

ATTEST:

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

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 9. ARTICLE III. FIRE PREVENTION CODE. Sec. 9-33 wire or wood sparklers and model rockets** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.
Sec. 9-33. 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 4th day of June 2015.
ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
6/18/2015 7:00:00 PM
Amendment to the Alcohol Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	Currently our ordinance allows the tasting of wine at wine specialty/retail shops; however it does not allow for the tasting of beer for growlers. This ordinance will allow for the tasting of beer for growlers - up to one visit per day and four samples (2 oz. each) per visit. The Alcohol Control Board has recommended approval.
City Manager's Remarks:	Your approval of this ordinance is recommended by the Alcohol Control Board.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

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

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
6/18/2015 7:00:00 PM

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 Zoning Ordinance

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Based on recently approved changes to State legislation regarding fireworks, Cartersville Fire Department staff recommend adding information to the Zoning Ordinance to accomplish the following goals: 1. Define Commercial fireworks retail sales facility 2. Limit such facilities to the G-C district (with exceptions as noted in the definition). Planning Commission recommended approval.
City Manager's Remarks:	Your approval of this item is recommended by Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor Santini & City Council
From: Randy Mannino and Richard Osborne
Date: June 10, 2015
Re: Text Amendment T15-02

Based on recently approved changes to State legislation regarding fireworks, Cartersville Fire Department staff recommend adding information to the Zoning Ordinance to accomplish the following goals:

- 1) Define *Commercial fireworks retail sales facility*
- 2) Limit such facilities to the G-C district (with exceptions as noted in the definition).

Planning Commission recommended approval. The following is proposed:

- 1) Add the following definition:
 - *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) Add the following use in the G-C (General Commercial) district:
 - Consumer fireworks retail sales facility.

Ordinance No. _____

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: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting
6/18/2015 7:00:00 PM

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

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	In 2005, the north and south sides of Center Rd on the west side of I-75 (approximately 200 acres) were rezoned from R-20 to R-10* (small lot conservation subdivision) zoning to allow small lots that could be 7,000 sq ft in size. The property was at that time proposed to be a large subdivision with approximately 350 homes and a variety of amenities. Therefore, the applicant had no objections to a zoning condition requiring that swimming pool, tennis court, and clubhouse be installed. After only five or so houses had been built on the south side of Center Rd, the land sat vacant for several years. In 2014, LGI Homes purchased the 37 acre tract on the south side of Center Rd with the intent of having approximately 75 houses on this land. LGI Homes has a playground in the rear of the subdivision but does not propose to install a swimming pool, tennis court, and clubhouse for the small subdivision. 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. Planning Commission recommended approval
City Manager's Remarks:	Your approval of this item is recommended by the Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z15-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **LGI Homes**

Representative: **Adam Corder**

Property Owner: **LGI Homes**

Property Location: **Center Road & Autumn Canyon Path**

Access to the Property: **Center Road & Autumn Canyon Path**

Site Characteristics:

Tract Size: Acres: **37.1 acres** District: **4th** Section: **3rd** LL(S): **188, 245-246**

Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **R-10 with conditions**

Proposed Zoning: **R-10 with conditions**

Proposed Use: **Eliminate zoning condition #3 to finish south side subdivision**

Current Zoning of Adjacent Property:

North: **R-10 with conditions**

South: **MN**

East: **R-20**

West: **Bartow County jurisdiction**

The Future Development Plan designates the subject property as:
Suburban Living with recommended zoning districts R-20 and R-15.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

In 2005, the north and south sides of Center Rd on the west side of I-75 (approximately 200 acres) were rezoned from R-20 to R-10 (small lot conservation subdivision) zoning to allow small lots that could be 7,000 sqft in size. The property was at that time proposed to be a large subdivision with approximately 350 homes and a variety of amenities. Therefore, the applicant had no objections to a zoning condition requiring that swimming pool, tennis court, and clubhouse be installed. After only five or so houses had been built on the south side of Center Rd, the land sat vacant for several years. In 2014, LGI Homes purchased the 37 acre tract on the south side of Center Rd with the intent of having approximately 75 houses on this land. LGI Homes has a playground in the rear of the subdivision but does not propose to install a swimming pool, tennis court, and clubhouse for the small subdivision. 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. Planning Commission recommended approval.*

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposal to change zoning conditions may permit uses that may be suitable in view of existing residential use and development of nearby properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposal to change zoning conditions may not create an isolated district since adjacent and properties are also zoned R-10 with conditions.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned for single-family residential development with zoning conditions, one of which requires an amenities package more typical of large subdivisions, the property may not have a reasonable economic use with this condition.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development/redevelopment based on possible use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the local Comprehensive Land Use Plan.*
The proposal would not change the zoning district.

- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposal would not change the zoning district.
- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.
The proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development/redevelopment.
- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
The proposal, to eliminate zoning condition #3 so that the approximately 79-unit subdivision can be built-out while not requiring the developer to install amenities that could be burdensome for the small number of homeowners to maintain in the future, may be reasonable.

STAFF RECOMMENDATION: No objections.

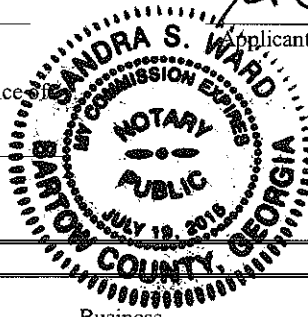
Application for Rezoning

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

\$450
Paid 4-27-15
-RO

Application Number 215-01 **Council chambers top floor**
Hearing Dates 6-9-15 @ 5:30
6-18-15 @ 7:00
7-2-15 @ 7:00 **City Hall**

Applicant LGI Homes Business/Cell Phone 281-362-8998
 (applicant's printed name)
 Address 450 Lake Robbins Drive Suite 430 Home Phone _____
 City The Woodlands State TX Zip 77380 Email _____
Adam Corder Phone 770-866-1934 Fax # _____
 (Representative's printed name (if other than applicant))
N/A Applicant's signature
 Representative's signature
 Signed, sealed and delivered in presence of Sandra S. Ward My commission expires: July 19, 2015
 Notary Public



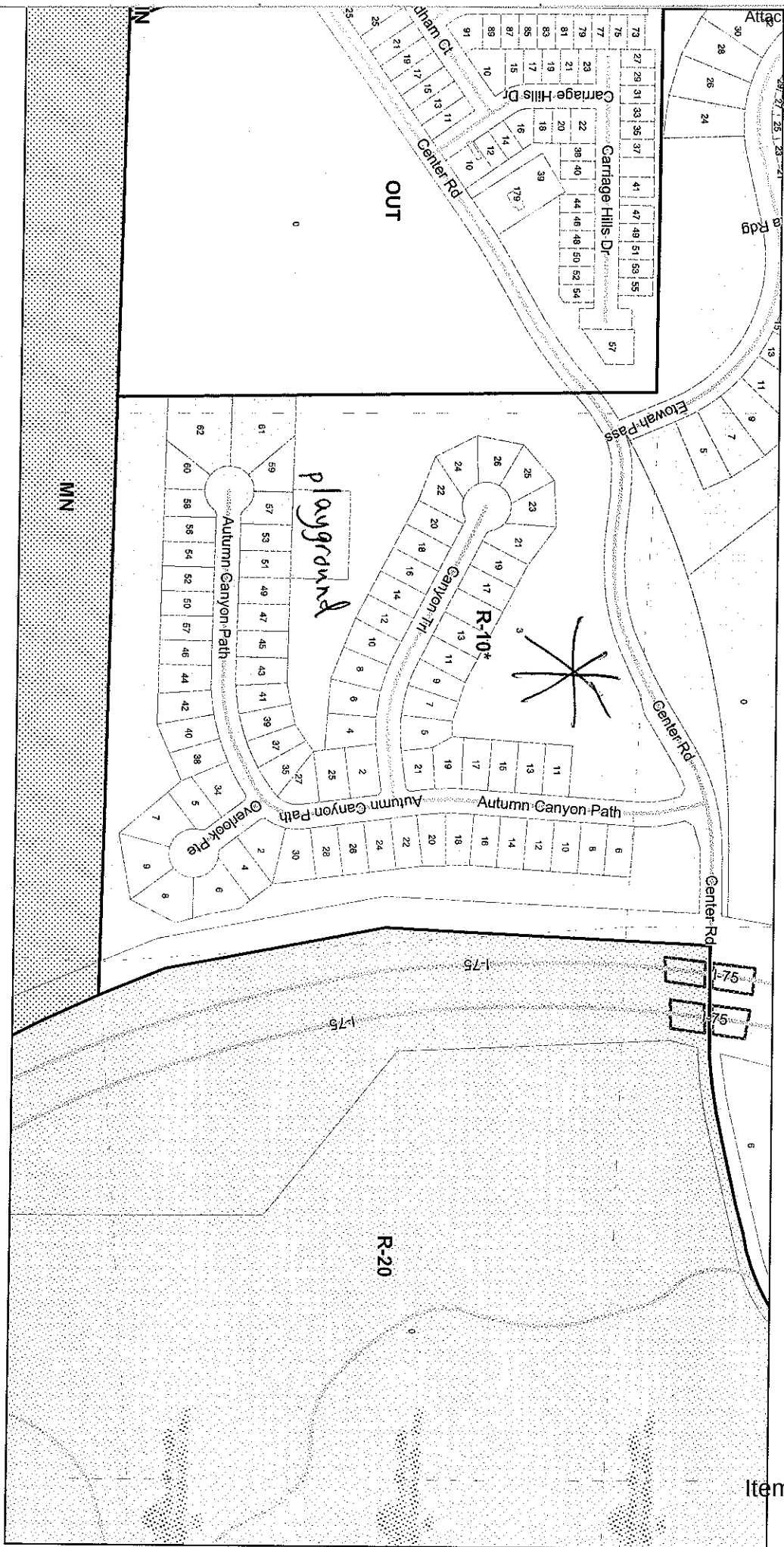
*** NOTE: A case rep. should attend all mtgs.**

Titleholder _____ Business _____ Home _____
 (titleholder's printed name)
 *attach additional notarized signatures as needed on separate application page Address _____
 Signature _____
 Signed, sealed, delivered in presence of: same as above My commission expires: _____
 Notary Public

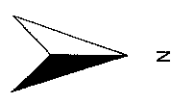
Present Zoning District(s) R-10 * Requested Zoning R-10 *
 Acreage 37.07 Land Lot(s) 188, 245 & 246 District(s) 4th Section(s) 3rd
 Location of Property Center Road & Autumn Canyon Path
 (street address, nearest intersections, etc)
 Reason for requested Rezoning: only to remove #3 zoning condition of Ordinance
 (attach additional statement as necessary) 02-05.

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

Center Rd near I-75 Autumn Canyon subdivision case Z15-01



Item # 8



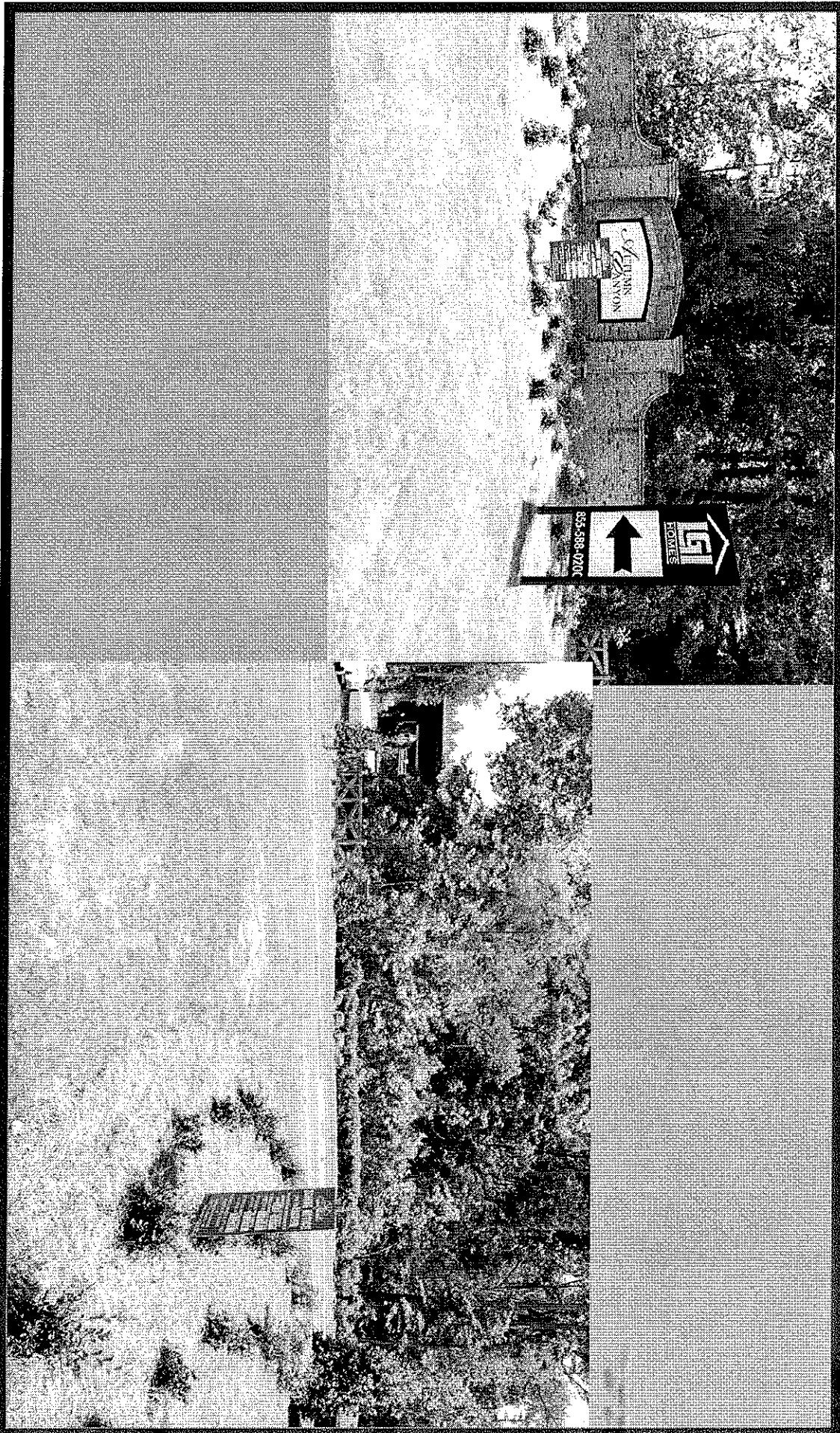


Cartersville

Be Charmed • Be Prosperous • Belong

Center Rd & Autumn Canyon Path Rezoning Z15-01

Item # 8



Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 02-05

Petition No. Z04-14

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 All I Need Homebuilders, Inc. (Mike Garrett). Property is located on the north and south side of Center Road, adjacent to the west side of I-75. Said property contains 202 acres located in the 4th District, 3rd Section, Land Lots 103, 115, 173-174, 187-189, and 245-246 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-20 (Residential) to R-10 (Residential) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

1. Maximum of 360 lots total (both sides of Center Rd) provided that no more than 290 lots shall be built below the 1100 feet elevation level.
2. Minimum 1,750 square feet of heated floor area per home.
3. Development must include swimming pool, tennis court(s), and clubhouse as part of the amenity package.
4. Along the entire frontage of Center Road where the proposed development (both sides of road) is adjacent, widen Center Rd out to Minor Collector standards (this includes the donation of required R/W to go from 50 ft to 60 ft or more where necessary for project related improvements). Construct the accel/decel lanes required by the Development Regulations for the proposed development and also add right and left turn storage lanes in the widened portion of Center Rd for access to said development.
5. No development to occur above the 1100 ft elevation prior to approval and consent of the Water Department of an approved plan to be able to provide service above this elevation.
6. A buffer or open space must be provided between the development and both sides of Center Rd, subject to the review and approval of the Planning and Development Department and a 50 ft setback must be provided between the development and the R/W for Interstate 75.
7. Developer to provide necessary easements for gas lines on the property.
8. A minimum of 40 acres of green space.

 Remar *3.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of December 2004.

ADOPTED this the 6th day of January 2005. Second Reading.

/s/ MICHAEL FIELDS

Michael G. Fields

Mayor

ATTEST:

/s/ SANDRA CLINE

Sandra E. Cline

City Clerk



City of Cartersville

PLANNING AND DEVELOPMENT

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

File # **Z15-01**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

LGI Homes (Adam Corder, rep.) has made a rezoning request on the following property:
Approximately 37.1 acres located on Center Road and Autumn Canyon Path in the 4th District, 3rd Section, Land Lots 188, 245, and 246 to eliminate zoning condition #3 (property would remain zoned R-10 with conditions).

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

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.
2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
Yes _____ No _____
If the answer is Yes, please disclose the nature and extent of such interest.
3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

**City Council Meeting
6/18/2015 7:00:00 PM**

Commencement Date for TAD #1 East Main Street Redevelopment Plan

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	Setting the commencement date for the TAD #1 East Main Street Redevelopment Plan
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.: _____

SUPPLEMENTAL RESOLUTION

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

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

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

WHEREAS, the City Resolution provides that the East Main Street TAD was created pursuant to the City's redevelopment powers contained in the Redevelopment Powers Law, and will become effective on December 31, 2014; and

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

WHEREAS, the City of Cartersville School Board adopted its resolution on October 9, 2014 (the "School Resolution"), which authorized among other things, the approval of the Redevelopment Plan and execution and delivery of an Intergovernmental Agreement with the City, relating to the East Main Street TAD; and

WHEREAS, the City adopted its supplemental resolution on _____, 2015, providing that the East Main Street TAD shall have an effective date of December 31, 2015.

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

Section 1. Effective Date. The Cartersville School System hereby acknowledges and agrees that the East Main Street TAD shall have an effective date of December 31, 2015.

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

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

PASSED AND ADOPTED by the City of Cartersville School Board, this 8 day of June, 2015

CITY OF CARTERSVILLE SCHOOL BOARD

Linda Benton
Chairman, Linda Benton

ATTEST:

J. Pat Broadner
Secretary

Approved by the Mayor and City Council of the City of Cartersville on the _____ day of _____, 2015.

Matthew J. Santini, Mayor

ATTEST:

Connie Keeling, City Clerk



City of Cartersville

**City Council Meeting
6/18/2015 7:00:00 PM
Georgia Municipal Association Membership Dues**

SubCategory:	Other
Department Name:	Administration
Department Summary Recommendation:	This is invoice for the Georgia Municipal Association 2015-2016 membership dues.
City Manager's Remarks:	This item is above \$5,000 and therefore requires your approval, which is recommended.
Financial/Budget Certification:	This is a budgeted item in the FY 2016 budget.
Legal:	
Associated Information:	

**GEORGIA
MUNICIPAL
ASSOCIATION**

Membership Dues Invoice

City of Cartersville
Ms. Connie Keeling
PO Box 1390
Cartersville, GA 30120-1390

INVOICE #: DUES 15-16
INVOICE DATE: 5/29/2015
DUE DATE: 7/1/2015
MEMBER #: 372

BILLING DESCRIPTION		AMOUNT
2015-2016 Membership Dues	Base Fee:	\$1,389.00
Population: 20015 @ 0.24967		\$4,997.15
	Total Due:	\$6,386.15

Remittance advice - Cut here and insert in #10 window envelope



MEMBER #: 372
Total Due: \$6,386.15

PLEASE MAIL PAYMENT WITH REMITTANCE ADVICE TO:

GEORGIA MUNICIPAL ASSOCIATIO
PO Box 105377
ATLANTA, GEORGIA 30348

Item # 10



City of Cartersville

**City Council Meeting
6/18/2015 7:00:00 PM
Contracts for Performing Services**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The dollar amount recommended is the same as last year. The agencies and amounts for this year are: • Cartersville-Bartow Library/ \$454,500 • Cultural Arts Alliance/ \$51,000 • Juvenile Court/ \$15,000 • Bartow Health Access/ \$2,000 • Good Neighbor Homeless Shelter/ \$2,000 • Summer Hill Learning Center/ \$1200 • Eddie Lee Wilkins Youth Association/\$18,000
City Manager's Remarks:	Your approval of the contracts under this item is recommended.
Financial/Budget Certification:	These are budgeted items in the FY 2016 budget.
Legal:	
Associated Information:	

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Cartersville-Bartow County Library System** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide all citizens of the city with resources and services to help met their information, educational, cultural, and recreational needs.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$454,500.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2015-June 30, 2016

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
 P. O. Box 1390
 Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Library Systems
 Carmen Sims
 429 W. Main Street
 Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20 ____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20 ____.

Signed in the presence of :

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

331040
EEV/Basic Pilot Program* User Identification Number

Carmen Sims
BY: Authorized Officer or Agent
(Contractor Name)

4-2-2015
Date

Bartow County Library System Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

429 West Main Street Cartersville GA 30120
Contractor Address

Carmen Sims
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
2 DAY OF April, 2015
Chantay Howard
Notary Public
My Commission Expires:
9-1-15



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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cultural Arts Alliance** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide various cultural activities for the citizens of Cartersville, Georgia

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$51,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2015-June 30, 2016

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq. Item # 11

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville

Item # 11

P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cultural Arts Alliance
Meghann Humphreys
PO Box 243
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

333898
EEV/Basic Pilot Program* User Identification Number

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

13 April 2015
Date

Cultural Arts Alliance President
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 243, 101 North Erwin Street, Cartersville, GA 30120
Contractor Address

Meghann K. Humphreys
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
13 DAY OF April, 2015
Samantha Dover
Notary Public
My Commission Expires:
12-19



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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow County Juvenile Court** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide substance abuse prevention education

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$15,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2015-June 30, 2016

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Juvenile Court of Bartow County
Judge Velma Tilley
135 Cherokee Avenue
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of :

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

134838
EEV/Basic Pilot Program* User Identification Number

BY: Steve Taylor
Authorized Officer or Agent
(Contractor Name)

3-27-15
Date

Bartow County
Contractor/Entity Name

County Commissioner
Title of Authorized Officer or Agent of Contractor

135 W. Cherokee Ave., Cartersville, GA 30130
Contractor Address

Steve Taylor
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27th DAY OF MARCH, 2015

Debra J. Andersen
Notary Public

My Commission Expires:

7-22-15



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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow Health Access** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Bartow Health Access, Inc. is organized exclusively for charitable and educational purposes, to provide accessible health care for those without insurance; more specifically, to create premier health status in our community by enhancing, coordinating and providing plans and partnerships which address accessibility, accountability, prevention, education and information.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$2000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2015 – June 30, 2016

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow Health Access
C/o Roberta Green
31 Point North
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

JTH61760
EEV/Basic Pilot Program* User Identification Number

Lee Burger
BY: Authorized Officer or Agent
(Contractor Name)

3/24/15
Date

Barton Heath Access
Contractor/Entity Name

Board Chair - BAA
Title of Authorized Officer or Agent of Contractor

31 Pointe North Dr Cartersville, 30120
Contractor Address

Lee Burger
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

24th DAY OF March, 2015

Lucretia McDaniel
Notary Public

My Commission Expires:

April 25, 2017

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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Good Neighbor House**

hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Operate a temporary homeless shelter for homeless men, women & families in the City of Cartersville. Clients receive shelter, food, clothing, mail/phone access, and assistance in locating housing.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$2,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2015 – June 30, 2016

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Good Neighbor House
Jessica Mitcham
PO Box 664
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this
____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

332020
EEV/Basic Pilot Program* User Identification Number

Jessica Mitcham
BY: Authorized Officer or Agent
(Contractor Name)

3/25/15
Date

Good Neighbor Homeless Shelter Executive Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

PO Box 664 Cartersville GA 30120
Contractor Address

Jessica Mitcham
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

25 DAY OF March, 20 15

[Signature]
Notary Public

My Commission Expires May 28, 2016
My Commission Expires May 28, 2016

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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Bartow County Library, Inc.** hereinafter referred to as "Contractee."

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide a Learning Center for children and adults which includes resources and services to encourage learning and love for reading.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$1200.00 per year to be paid at \$300.00 each calendar quarter

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2015 – June 30, 2016

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following: Item # 11

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow County Library, Inc.
C/o Ann Robinson
29 Robinson Loop Road, SW
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.
Signed in the presence of :

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

NBEA 1813

EEV/Basic Pilot Program* User Identification Number

BY: Ann E. Robinson
Authorized Officer or Agent
(Contractor Name)

Date

Barlow County Library, Inc Chair person
Contractor/Entity Name Summer Hill Complex Title of Authorized Officer or Agent of Contractor
129 Aubrey St Cartersville, GA

Contractor Address

Ann E. Robinson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

6 DAY OF April, 2015

[Signature]
Notary Public

My Commission Expires:

May 28, 2016

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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Eddie Lee Wilkins (ELW) Youth Association** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

The ELW Youth Association, Inc. will conduct an athletic, social intervention and educational Summer Program for the youth of Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

The City of Cartersville will pay a total of \$18,000.00 for the Summer Program in 2015 in two (2) installments of \$9,000.00 per month. Prior to the following payments being made, the Contractee must provide a written contract indicating that they have the use of an approved basketball gymnasium to conduct the program. If said contract is not provided by the date of the first payment due hereunder, this Agreement shall be null and void and the City has no further obligations to Contractee. The first installment will be paid on or about June 25, 2015 and the second installment on or about July 9, 2015.

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2015 – June 30, 2016

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Eddie Lee Wilkins, Executive Director
162 Concord Close Circle
Smyrna, GA. 30082

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

319045
EEV/Basic Pilot Program* User Identification Number

Eddie Lee Wilkins (ELW) Youth ~~Assn~~ Inc. 3/30/15
BY: Authorized Officer or Agent Date
(Contractor Name)

Eddie Lee Wilkins (ELW) Youth ~~Assn~~ Inc. Vice - Pres
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

162 Concord Circle GR Smyrna, GA 30082
Contractor Address

DANN Wilkins Dann M. Wilkins
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

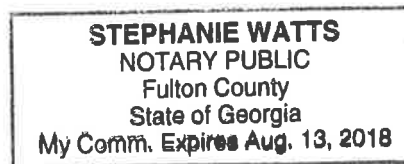
BEFORE ME ON THIS THE

30 DAY OF March, 2015

[Signature]
Notary Public

My Commission Expires:

8/13/18



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



City of Cartersville

City Council Meeting

6/18/2015 7:00:00 PM

Invoice Cloud Electronic Bill Presentment and Payment

SubCategory:	Contracts/Agreements
Department Name:	Finance
Department Summary Recommendation:	Currently, the city offers many payment methods for utility customers to make payments to the utility bills. The most popular method the city offers is our web payments which entail online payments using a credit/debit card and e-check payments. The city receives numerous complaints monthly from customers regarding our web payment methods and how outdated it is and how cumbersome it is to use, and the city's inability to offer e-billing. Our current software vendor, Cogsdale, has been asked many times to update the process to include e-billing and thus far has not been able to produce a process that works. Instead, Cogsdale has partnered with Invoice Cloud to achieve the upgrades that we have asked for because Cogsdale cannot match Invoice Clouds technology. The city currently charges 2.50% per transaction paid by the customer and Invoice Cloud will charge a flat \$3.95 per transaction paid by the customer. The city will be charged \$0.50 per EFT/ACH transaction and \$0.20 per paperless presentment transactions. There are no other monthly maintenance charges to the city for the Invoice Cloud software, so it is virtually free to the city to make the badly needed upgrade. By executing the contract with Invoice Cloud now, the city will be placed on a waiting list to implement the software. It is expected to take about 6 months to implement as Invoice Cloud is adding new clients daily. When the city implements Invoice Cloud, I will bring before council the ordinance to amend the current fee structure (2.5% per transaction) to Invoice Clouds fee structure (\$3.95 per transaction). Finance has done a study of the average monthly utility bill payment and found it to approximately \$150.00 per month. Based on this, the current fee charged to the customer is \$3.75. The new fee proposed by Invoice Cloud is \$3.95, which is \$0.20 more than our charge for the average utility bill payment. Invoice Cloud is based out of Massachusetts, but has many clients (425 plus) in 37 states. Invoice Cloud is fully integrated with Cogsdale and specializes in the EPBB (electronic bill presentment and paying) process. Invoice Cloud offers the following: single sign on and real time data exchange; real-time data pump to ensure that double payments don't occur; extensive customer portal to view and/or pay bills; a comprehensive and automated email

Cover Memo

Item # 12

reminder system available 24/7; extensive web and mobile payment options; multi-options to pay bills on line through a single provider; improve e-adoption rates to decrease cost; self-service paperless program; and payments using smartphones and tablets.

Currently through Cogsdale, a customer logs into the city's website and then is connected to multiple other providers to be able to make a payment. Customers, on occasion, make double and triple payments because of the design of the current web payment system and it is very time consuming for our customer service staff to correct. Also, the city does not offer mobile payments through smartphone or tablets, does not offer the real-time experience, does not offer e-billing, or does not offer an automated reminder system.

As you can see, by contracting with Invoice Cloud, the city stands to gain much technology at little cost. Without Invoice Cloud, the city will continue not to be able to offer the latest technology to our customers. Our customers have been and will continue to complain about the city's current web payment version and have asked that the city update its technology that is current with other utilities. Invoice Cloud has the versatility that the city currently needs, and by contracting with Invoice Cloud, the city will have access to any future enhancements that Invoice Cloud creates.

I recommend that the city contracts with Invoice Cloud to be our Electronic Bill Presentment and Payment (EBPP) processor as outlined in the contract. I further recommend that the City Council authorizes the Mayor to sign the Invoice Cloud documents when they are reviewed by the city attorney.

**City Manager's
Remarks:**

Your approval of this item is recommended.

**Financial/Budget
Certification:**

Legal:

Associated Information:

The Invoice Cloud Platform

Invoice Cloud is tightly integrated with the Cogsdale CIS platform and Cogsdale Customer Web. Your staff and payers would receive the following benefits from implementing the Invoice Cloud upgrade:

- **Single sign on (SSO) and real time data** exchange between Cogsdale and Invoice Cloud through Customer Web—Invoice Cloud was chosen by Cogsdale as the best solution for their customers. No other EBPP (electronic bill presentment and payment) provider can provide this functionality to Cogsdale customers.
- **Real-Time (patent pending) data pump** *ensures double payments do not occur, and there are never lost payments.* Seamlessly moves data between Invoice Cloud and Cogsdale in real time; including payment, paperless, and auto-pay data. Other data can be moved via the data-pump in real time if needed.
- **Extensive customer portal to view and/or pay bills:**
 - View *24 months of billing and payment history* (no registration required)
 - Store bank account and/or credit card information on the Invoice Cloud secure site for future payments, scheduled payments, or auto-pay
 - Sign up for auto-pay, schedule a single payment, or create their own 'budget' payment schedule
 - Payers can view payment history online, even if their payments were made in cash at the window because we synchronize with Cogsdale's billing software.**Improves ability to provide services 24/7 for the customer**
- **Improve communications with payers by offering a comprehensive, automated e-mail reminder system with 24 e-mail templates:**
 - Invoice Cloud provides 24 e-mail templates branded as the biller, each sent to their payers based on certain events. Here are a few examples:
 - 3 e-mail reminders per bill (crucial for driving e-adoption—online payments and paperless); once a payment is made once, payer will get an e-mail reminder next bill run even if not signed up for paperless.
 - Payment confirmation receipt
 - Auto-Pay/Scheduled payment reminder
 - Credit Card expiration notification (if the credit card on file is expiring)
 - ACH Reject notification
- **Extensive Web and Mobile payment options—all self-serve between Invoice Cloud and your payers:**
 - 'One-time pay'—no registration required: ***this is CRITICAL for driving online payment adoption***

Item # 12

- Schedule a single payment
- Auto-pay
- Account linking: pay multiple bills at once for multiple properties, plus manage all accounts through one interface
- **Accept payments in any manner--online, over the counter, mobile, IVR--through a single provider**
 - Using Invoice Cloud will give you a single source of reconciliation on the back end for all invoice and payment types
 - Go to one location to see a real time log of all payments made so far for the day
- **Significantly improve e-adoption rates to decrease administrative burden= cost savings**
- **Offer a comprehensive, self-service paperless program**
 - Invoice Cloud expects to enroll an additional 20% of payers in paperless during the first 2 years on our platform
- **MOBILE: 40% of Invoice Cloud's payments are through mobile devices (smartphones and tablets)**
 - Responsive design provides 'app-like' experience without requiring the download of an app.
- **Access to extensive administrative features:**
 - Extensive reconciliation reporting
 - E-mail an exact copy of the bill anytime
 - See e-mail history for all payers, with data and time stamps
 - Easy to search for and locate any payment, regardless of where it was made (counter, web, IVR)
- **Kiosks**
 - Invoice Cloud has an integrated Kiosk solution that will accept cash, check, and debit/credit cards
 - Kiosk is already fully integrated to Invoice Cloud, and provides a real-time data feed back to *Cogsdale*.

Item # 12





City of Cartersville

**City Council Meeting
6/18/2015 7:00:00 PM
Optimists for July 4, 2015 Celebration**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This is the annual contract between the City of Cartersville and the Optimist Club for the festivities at Dellinger Park for the July 4th celebration. Additionally, JRM Management Services, Inc. has contracted with the Optimists to coordinate this event and the contract is attached.
City Manager's Remarks:	This is an annual contract with the Optimists Club for the Fourth of July Celebration and I recommend approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



JRM Management Services, Inc.

Tod Miller and Bill Watson

**P.O. Box 777
Kennesaw, GA 30156**

770-423-1330





Management Services, Inc.

P.O. Box 777 Kennesaw, GA 30156

Phone: 770.423.1330 Fax: 770.293.0047

E-mail: (todmiller@jrmmanagement.com)

"THIS MANAGEMENT AND SERVICE AGREEMENT (herein "Agreement") is entered into this twenty-ninth day of May, 2015 by and between the Optimist Club of Cartersville, Georgia as party of the first part (hereinafter "OCC") and JRM Management Services, Inc. as party of the second part (hereinafter "JRM") upon the terms set forth below."

1. The purpose of this Agreement is to allow JRM to handle all responsibilities of sponsorship sales, retention, activation, layout, promotion, music/entertainment, kid's activities, logistics, and fireworks for the 2015 Stars, Stripes, & Cartersville Program at Dellinger Park on July 4, 2015 (herein "Event"). JRM agrees that the Event shall be a family-oriented event suitable for children of all ages. JRM further agrees that it shall be responsible for all expenses related to this Project and OCC shall not be responsible for any expenses of this Project."
2. JRM agrees to perform the following Services for this Event at Dellinger Park:
 - a. JRM Management Services, Inc. will work with OCC to create a working budget associated with the successful advertising, promotion, entertainment, set-up, maintenance, and clean-up for the Event.
 - b. JRM Management Services, Inc. agrees to work in cooperation with the designated OCC representatives (to be agreed upon) in all aspects of promoting the Event.
 - c. JRM will have on-site producers for the entire set-up, event and clean-up.
 - d. JRM will provide the OCC a certificate of insurance that will show liability coverage in the amount of one million dollars (\$1,000,000.00) with OCC listed as "additional insured". Also, the City of Cartersville shall be listed as an "additional insured" party.
 - e. JRM Management Services, Inc. will operate an office year-round in Cobb County (Kennesaw) to handle all inquiries from vendors and prospective vendors and as a source of event information from the general public.
3. The parties agree to the following additional terms:
 - a. JRM is authorized to revise vendor levels, specifically revise exhibiting level sponsor to a minimum cost of \$500.00 for a 10' x 10' space and provide tent, table, and chairs in a high traffic area as part of that sponsorship. JRM is further authorized to revise sponsor levels as set forth below, provided that

any changes to sponsor levels set forth below, or any matters of sponsorship not covered below shall be mutually agreeable to the parties. JRM understands that the City of Cartersville prohibits the sale and/or advertisement of alcoholic beverages at this Event; and the Optimist Club likewise prohibits the sale and advertisement of alcoholic beverages, and sponsorship by companies that produce alcoholic beverages, in keeping with the requirement to maintain a family-oriented Event. Therefore, sponsorship by such companies is prohibited.

1. Sponsorship Levels

- i. \$500.00 Booth (includes tent, table, chairs)
- ii. \$1,500.00 - \$10,000.00 Upper level sponsors that will include advertising and specific promotions.
- iii. Harry Daniel Insurance Company shall be the primary sponsor of the "KIDS ZONE" area at Dellinger Park, upon receipt of payment as agreed to with this company.
- iv. Century Bank, in conjunction with the City of Cartersville and Bartow County, shall be the exclusive Co-sponsors of the fireworks show, upon receipt of payment from each Co-sponsor in amount of four thousand (\$4,000.00) dollars. By separate agreement, Century Bank is also the primary sponsor of the stage events at Dellinger Park.

2. Civic / Non-profit Vendors

- i. \$75.00 - 12' x 12' Booth (space only)
- ii. \$150.00 - 12' x 12' Booth includes 10' x 10' tent

3. Arts & Crafts - Juried Vendors

- i. \$75.00 - 12' x 12' Booth (space only)
- ii. \$150.00 - 12' x 24' Booth (space only)

4. Food Vendors

- i. \$150.00 - Non-profit - 12' x 12' Booth (space only)
- ii. 20% of Gross Sales - For-profit (\$100 deposit required)

- b. The only vendor to be exempt from payment of fees charged to vendors shall be Johnny Mitchell's Smokehouse (providing BBQ for the Event), BUT ONLY IF THIS FOOD VENDOR IS SERVING FOOD IN CONJUNCTION WITH THE OPTIMIST CLUB OF CARTERSVILLE.
- c. JRM will meet with OCC staff and determine on-site assets and preliminary layout the event. JRM will handle on-site logistics and set-up of all infrastructures.
- d. JRM will handle all aspects of vendors making the process completely "turn-key", and OCC will forward to JRM any contacts received about the Event.
- e. JRM will help and facilitate in-kind sponsorships designated by the OCC as beneficial.
- f. JRM will accept all funds in relation to all vendors (cash, check or credit card transactions) on behalf of the OCC / Event and will meet once a month

starting in May of each year with Stars, Strips & Cartersville staff with a report of progress. JRM will also meet after the Event for any follow-up information and review of any changes to processes or procedures.

- g. JRM will order, facilitate, layout and set all tables, tents, portable toilets associated with the activation of the Event. These items will be estimated and included in the Event budget.
- h. Optimist OCC anticipates that Century Bank, the City of Cartersville and the County of Bartow will each donate \$4,000.00 for fireworks. Funds donated by Century Bank, the City and County to OCC are pass-through items for payment towards the fireworks show, and upon payment of these amounts to OCC, these funds shall be paid by OCC to JRM as a supplement to the cost of the fireworks. Notwithstanding the payment of funds from Century Bank, City and/or County, JRM shall be exclusively responsible for the fireworks show and all costs thereof in such amounts as JRM deems appropriate; the Event budget will be at least \$12,000.00 for fireworks. If the Century Bank, City and/or County do not make donations for fireworks, the parties to this Agreement shall revisit and/or revise the budget in regard to fireworks as they can mutually agree.
- i. JRM and OCC will assist the City of Cartersville in order to maintain and keep clean the event grounds (Dellinger Park) during and after the Event.
- j. JRM will work with Cartersville Parks & Recreation Department to plan and activate parking for the Event at Dellinger Park. The Event will receive \$4.00 off each car parking proceeds collected by the Cartersville Parks & Recreation Department. The City will receive \$1.00 off each car parking proceeds. The City will charge each car \$5.00 to park at Dellinger Park for the Event.
- k. The parties agree that OCC will enter into an agreement with the City of Cartersville for the use of Dellinger Park and City services for this Event, upon such terms at least equivalent to previous year's Events, provided that the City of Cartersville shall have the authority to approve JRM as a subcontractor to this Event and to incorporate this Agreement into its agreement with OCC. In the event the City of Cartersville does not agree to this provision for any reason, the parties to this Agreement shall amend this Agreement upon such terms as they can mutually agree.

4. COMPENSATION: JRM shall pay a non-refundable minimum fee of \$4,000.00 to OCC at least 10 days prior to the date of the Event; this is contingent on the Century Bank sponsorship for fireworks. Within 45 days following the Event, JRM agrees to share with OCC its accounting information to show all receipts and expenses and net profits from the Event. (Minimum fee of \$4,000.00 to OCC is an expense item). From net profits, JRM shall be entitled to pay itself \$4,000.00; thereafter, all net profits shall be equally divided between JRM (50%) and OCC (50%). In other words, it is the intent of this Agreement that (i) JRM shall pay OCC the minimum fee of \$4,000.00 regardless of any profits (contingent on the Century Bank sponsorship of

\$4,000.00), (ii) JRM shall then be entitled to \$4,000.00 from profits, and (ii) the balance of profits shall be equally divided between the parties.

5. If for any reason beyond the control of the parties this Event cannot take place on the scheduled date of July 4, 2015, the parties agree to hold the Event on the following day of July 5th, unless otherwise mutually agreed by the parties.

6. This Agreement shall be in effect from the date hereof through December 31, 2015, and thereafter may be continued from year to year as the parties can agree in writing.

AGREED & ACCEPTED:

JRM Management Services, Inc.

Optimist Club of Cartersville

Tod Miller 5/29/15
by: Tod Miller Date
President

David Turner 6/2/15
Authorized Agent Date
Optimist Club of Cartersville

DAVID TURNER
Print Name

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA
COUNTY OF BARTOW

AGREEMENT made this _____ day of _____, 2015, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and OPTIMIST CLUB hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To provide a Fourth of July fireworks spectacular at Dellinger Park

Section 1. The City and Contractee agree to the following terms and conditions for good and valuable considerably received and in exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

- (a) Twelve (12) police officers at mutually agreed upon hours;
- (b) Two (2) firefighters on a ATV Response Unit from noon to the end of the event;
- (c) Coordinate with EMS to have an ambulance on site;
- (d) One (1) fire truck at 8:30 PM to the end of the event;

(e) The City of Cartersville shall be responsible for all costs associated with any and all of the above City employees and equipment;

(f) The City of Cartersville has contributed to the fireworks display the sum of Four Thousand Dollars (\$4,000);

(g) The time to be spent, services performed and location of all personnel shall be approved by the City at least ten (10) days prior to the event and said information will be provided to the Optimist Club:

(h) The two Dollar (\$2) parking charge at Dellinger Park, on the 4th, will be evenly split between the City and Contractee, after the charge for extra porta potties is deducted from the total amount;

Section 2. Contractee agrees to perform the described activities within the following time period, and has entered into a separate contract with JRM Management Services, Inc. to operate said event on June 2, 2015:

The Contractee and its subcontractor JRM Management Services, Inc. shall operate and provide a firework display and provide the following services at Dellinger Park on July 4, 2015 or other mutually agreed upon date, weather permitting, as indicated on Exhibit "A" attached hereto.

Section 3. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 4. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 5. If Contractee fails to perform this Agreement within the time period specified in Section 2, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 6. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance

with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 7. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 8. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Secretary, Cartersville Optimist Club
P. O. Box 2018
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this _____ day of _____, 2015

Signed, sealed and delivered in the presence of: CITY OF CARTERSVILLE, GA

Witness Matthew J. Santini, Mayor

Notary Public Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
2015.

Signed in the presence of: OPTIMIST

Witness By: _____

Notary Public Its: _____

Exhibit “A”
List of Activities Scheduled for Downtown and Dellinger Park
Optimist Club 4th of July Celebration
July 4, 2015

- **Parade** – The Optimist Club in cooperation with WBHF Radio will sponsor a parade through downtown Cartersville. Participants will gather in the Tabernacle Baptist Church parking lot and will step off at 9:00 AM
- **Arts and Craft** – Various commercial, individual and church vendors will offer a variety of foods, crafts and family oriented activities through the day.
- **Entertainment** – Throughout the day, a variety of family oriented entertainment will be scheduled for the event stage, including an “Idol Contest” for adults and children. Immediately preceding the “Fireworks Show” there will be approximately 30 minutes of patriotic music.
- **Car Show** – The Optimist Club, in cooperation with the Cartersville Shrine Club, will sponsor a car show at the park.
- **Fireworks Show** – At dusk the Optimist Club, in cooperation with the City of Cartersville, will sponsor a fireworks show produced and shot by a licensed pyrotechnic company.



City of Cartersville

City Council Meeting

6/18/2015 7:00:00 PM

Property & Casualty and Workers Comp Insurance Renewals

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Apex Insurance and Watkins Insurance Agency have submitted the insurance renewal for the fiscal year 2015-16 property and casualty and workers compensation insurance renewals. Last year at renewal the workers compensation insurance was negotiated for a two-year term at a premium of \$49,914 based on city payroll of \$15,902,514. The premium will change based on the current total city payroll but the rate structure will remain as agreed to last year. Third party administrative services of workers compensation will remain at \$9,900 and be handled by USIS. The property and casualty insurance coverage will remain with One Beacon Insurance at a cost of \$394,148 which is 2% higher than last fiscal year. I recommend approval of the renewal of the workers compensation coverage through Midwest Employers Casualty Company with third party administration of claims provided by USIS, and property and casualty insurance coverage with One Beacon Insurance.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	

Midwest Casualty Company

**City of Cartersville
Excess Worker's
Compensation**

6/30/2014 to 6/30/2015

Item # 14

Term	Payroll	Limit (Per Occ)	Retention	Premium
Expiring 07/20/13 to 06/30/14	\$15,710,697	\$1,000,000	\$400,000 / \$500,000*	\$48,447
Annualized 6/30/13 to 6/30/14	\$15,710,697	\$1,000,000	\$400,000 / \$500,000*	\$52,851
Proposed 06/30/14 to 06/30/15	\$15,902,514	\$1,000,000	\$400,000 / \$500,000*	\$57,138
Proposed 06/30/14 to 06/30/15	\$15,902,514	\$1,000,000	\$450,000 / \$500,000*	\$52,756
Proposed 06/30/14 to 06/30/15	\$15,902,514	\$1,000,000	\$500,000 / \$500,000*	\$48,730
Two Year 06/30/14 to 6/30/16	\$15,902,514	\$1,000,000	\$500,000 / \$500,000	\$99,828 (\$49,914 annually)

*\$500,000 Retention for Class Codes:

7720 - Police

7710 - Firefighters & Drivers

7539 - Electric Light or Power Co.



**Public
Risk
Underwriters**

Insurance Solutions for Public Entities

	EXPIRING FEE	PROPOSED FEE
TPA FEE	\$9,075	\$9,900

One Beacon Coverage Summary

	FY 2013-14	FY 2013-14	FY 2014-15	FY 2015-16	FY 2013-14	FY 2014-15	FY 2015-16
COVERAGE	EXPIRING PREMIUM	ANNUALIZED PREMIUM	EXPIRING PREMIUM	PROPOSED PREMIUM	EXPIRING LIMITS	PROPOSED LIMITS	PROPOSED LIMITS
GENERAL LIABILITY	\$26,674	\$26,658	\$26,280	\$26,329	1,000,000/ 2,000,000	1,000,000/ 2,000,000	1,000,000/ 2,000,000
PUBLIC OFFICIALS ERRORS & OMISSIONS Retro Date: 6/30/1998	\$116,758 Included	\$116,758 Included	\$116,758 Included	\$119,982 Included	1,000,000/ 2,000,000	1,000,000/ 2,000,000	1,000,000/ 2,000,000
EMPLOYMENT PRACTICES LIABILITY Retro Date: 6/30/1998	Included Included	Included Included	Included Included	Included Included	1,000,000/ 2,000,000	1,000,000/ 2,000,000	1,000,000/ 2,000,000
LAW ENFORCEMENT LIABILITY	Included	Included	Included	Included	1,000,000/ 2,000,000	1,000,000/ 2,000,000	1,000,000/ 2,000,000
EMPLOYEE BENEFITS LIABILITY Retro Date: 6/30/1998	Included Included	Included Included	Included Included	Included Included	1,000,000/ 3,000,000	1,000,000/ 3,000,000	1,000,000/ 3,000,000
AUTOMOBILE LIABILITY Number of Units with Liability	\$174,236 Included	\$186,140 Included	\$154,125 Included	\$154,107 Included	\$1,000,000 322	\$1,000,000 344	\$1,000,000 334
AUTOMOBILE PHYSICAL DAMAGE Comprehensive/Collision	Included	Included	Included	Included	\$12,844,702	\$13,396,454	\$13,147,507
PROPERTY Blanket Building	\$54,597 Included	\$55,011 Included	\$57,968 Included	\$51,809 Included	\$44,413,810	\$44,328,810	\$44,328,810
INLAND MARINE Data Breach Miscellaneous Scheduled/Unscheduled Contractors Equipment	\$9,310 Included Included Included	\$10,325 Included Included Included	\$12,449 Included Included Included	\$12,449 Included Included Included	\$25,000 \$153,602 \$2,858,826	\$25,000 \$153,602 \$3,187,168	\$25,000 \$212,190 \$3,255,884
EXCESS LIABILITY	\$17,391	\$17,391	\$17,176	\$28,121	4,000,000/ 4,000,000	4,000,000/ 4,000,000	4,000,000/ 4,000,000
TERRORISM COVERAGE	\$1,529	\$1,529	\$1,267	\$1,351			
TOTAL PREMIUM	\$400,495	\$413,813	\$386,023	\$394,148			

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy. Item # 14

Exposure Totals

\$76,607,304

\$77,947,398

\$77,825,555



City of Cartersville

City Council Meeting
6/18/2015 7:00:00 PM

USA Software Annual Support & Maintenance Agreement for 2015

SubCategory:	Contracts/Agreements
Department Name:	Police
Department Summary Recommendation:	I am requesting approval of the USA Software Support agreement in the amount of \$28,876.30. This is the annual agreement for support of the Records Management Systems (RMS) used by the police department in all record keeping.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



June 01, 2015

CARTERSVILLE POLICE DEPARTMENT
PO BOX 1390
CARTERSVILLE, GA 30120

Computer System Manager:

This letter is to inform you that your USA Software, Inc. Annual Software Support & Maintenance Agreement will expire 08/09/2015. Please plan accordingly as you prepare your new budget.

Annual Support & Maintenance Agreements are available from USA Software, Inc. and are for one-year periods. Your Agreement is \$ 28,876.30 per year (price subject to change).

SUPPORT & MAINTENANCE AGREEMENT FEATURES

- * Unlimited telephone technical support on products listed in your USA Software Software Support & Maintenance Agreement, Schedule A.
- * Customers who upgrade to, or purchase, Version 6 or higher of USA Software products and who keep their Annual Software Support & Maintenance Agreement active and current, will receive future version releases of, as well as upgrades and bug fixes to, USA Software products of the same database type at no cost for the software. There may, however, be some costs associated with these version releases, upgrades, etc., that are beyond USA Software, Inc. control, such as third party user licensing fees, etc., which are passed on to the customer. Upgrades to other databases, such as Microsoft SQL Server, Oracle, etc., will be chargeable upgrades.

Referral Policy - if another agency (Police/Fire/EMS) purchases a USA Software, Inc. system as a result of a qualified sales lead furnished by our agency, we will give you a standard USA Software, Inc. module free of charge.

If you would like additional information on the USA Software, Inc. Annual Software Support & Maintenance Agreement, please feel free to call us at 954-436-3911.

To renew your agreement, please send a check or purchase order to USA Software, Inc. in the amount listed above.

Please mail remittance to: USA Software, Inc.
9900 Stirling Road
Suite 302
Cooper City, FL 33024



Item # 15



City of Cartersville

**City Council Meeting
6/18/2015 7:00:00 PM
Leads Online Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Police
Department Summary Recommendation:	After meeting with the impacted businesses, and having discussed the necessary ordinance changes and the purpose behind the reporting system (Leads Online), I am requesting that the Council grant approval for the Mayor to sign the agreement with Leads Online. This is an electronic reporting system that will be required for businesses in the pawn, scrap metal, precious metals and stones business. This system will be at no cost to the businesses as the police Department has agreed to pay the cost from asset forfeiture as an enhancement to investigations.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item in the DEA fund.
Legal:	
Associated Information:	

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, June 15, 2015 ("Effective Date") is made between Cartersville Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the

Item # 16

responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees that accounts will be used only by the Law Enforcement Official to whom the account is registered.
- 2.4 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties.
- 2.5 Agency agrees to not divulge Data or information obtained through Leads' System to anyone other than Law Enforcement Officials within Agency's Law Enforcement Agency, with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.6 With regard to Data accessed from Leads' System, Agency agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
- 2.7 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

- 3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.
- 3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.) , as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright.

Item # 16

trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

5.1 This Agreement will become effective as of the date first set forth above and remain in effect for ~~three (3) years~~ one (1) year plus any initial partial year (the "Initial Term") or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term. Mutual agreement to be evidenced by Leads' submission of a valid invoice for the renewal year, and Agency's payment of such invoice within 30 days of renewal.

5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not appropriated to the Agency for this Agreement.

6. Disclaimer and Indemnification

6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION III OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED**

WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

6.2 IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to

the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Georgia.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: _____

Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

Cartersville Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 178 W Main St.
Cartersville, GA 30120

AGENCY AGREEMENT – Attachment ‘A’

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓ 90
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Submit lists of known suspects (file upload) 2,000 entries	✓
Submit lists of stolen property (file upload) 2,000 entries	✓
Online reporting System for scrap metal dealers	✓
Statement Analyzer	✓
CompStat mapping System	✓
Total Fixed Annual subscription fee due on April 1, 2015 and on or before each anniversary thereof during the Initial Term	\$4,728

Item # 16



City of Cartersville

**City Council Meeting
6/18/2015 7:00:00 PM
Equipment Purchase for Project B.I.G.**

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department is needing to purchase various items of equipment needed for the B.I.G. project. A request to bid was sent to multiple vendors on 06/09/15. This project is on a short time line with the plant wanting power to their switchgear by early October, 2015. The majority of the equipment has a delivery date of between 7 and 14 weeks. We have budgeted for these items in the 2015-2016 fiscal year. The successful bidder will provide E-verify and Save documents upon award of the bid.
City Manager's Remarks:	Your approval of the bid as outlined by staff is recommended.
Financial/Budget Certification:	Funds are budgeted for this equipment in the FY 2016 budget. Upon approval of the FY 2016 budget, the electric fund will use some of it's reserves to make the purchases.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
6/18/2015 7:00:00 PM
Solid Waste Garbage Cart Purchase**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	We solicited bids for 400 - 95 gallon residential garbage carts. The bids are as follows: Wastequip (Toter Brand) \$19,053.28 Otto Environmental (Otto Brand) \$19,860.00 Consolidated Disposal (Schaffer Brand) \$22,312.00 This is a budgeted item and we recommend award to the low bidder, Wastequip for \$19,053.28.
City Manager's Remarks:	Your approval of low bid is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
6/18/2015 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 \$12,250 from Evoqua Water Technologies. This will be paid from operating revenue through account 505.3330.52.2361 – WPCP Maintenance.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This will be paid from operating revenue through account 505.3330.52.2361 – WPCP Maintenance.
Legal:	
Associated Information:	



Attachment number 1 \nPage 1 of 1

Item # 19



eVOQUA
WATER TECHNOLOGIES

Evoqua Water Technologies LLC

1828 Metcalf Avenue

Thomasville, GA 31792

Quote # 12838

Date: 6/10/2015

To: Bart Sears/ City of Cartersville, GA

Phone: 770-387-5816/ 770-548-7737

Fax:

From: Fergus Robinson

email:

Sales Quote

Validity: 30 days

Freight PPD & Add

Returns: There is a 25% restocking fee
on all returned parts.

Replacement parts for Evoqua

Evoqua Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	1	W3T213805	Lower Bearing Assembly Without Stand 38 Degrees #3200-4806-02	\$11,750.00	EA	\$11,750.00	6-8 Weeks
1	1		Lower Bearing Assembly With Stand 38 Degrees #3200-4806-02	\$19,950.00	EA	\$19,950.00	6-8 Weeks
			Freight			\$500.00	
			Job # P00008				
			Total Sale Price				

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email Fergus.Robinson@evoqua.com

We now accept Visa, Mastercard, & American Express for your convenience

THIS TRANSMISSION CONTAINS CONFIDENTIAL INFORMATION INTENDED FOR USE ONLY BY THE ABOVE NAMED RECIPIENT. READING, DISCUSSING, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE NAMED RECIPIENT OR HIS OR HER EMPLOYEES OR AGENTS. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE US POSTAL SERVICE.

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



City of Cartersville

City Council Meeting
6/18/2015 7:00:00 PM
Audit Service Extension

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	In June 2014, I brought before the council an agenda item for audit services to hire the audit firm Carr, Riggs, and Ingram, LLC. At this time, I asked for the contract period to be approved a three year period. During my presentation, I talked about the city's needs for an audit firm that can provide expertise and one that has technical competence. I also stated that the lowest price does not always mean that you get a quality audit performed. Carr, Riggs, and Ingram, LLC was not the lowest cost audit firm nor was it the highest cost audit firm, but was a firm somewhat in the middle that staff felt like was needed to enhance the audit process of the city. After some discussion, the council approved a one year contract for Carr, Riggs, and Ingram, LLC with the understanding that the city would review how Carr, Riggs, and Ingram, LLC performed the fiscal year 2014 audit. The results of the audit firm's work for the fiscal year 2014 audit can be seen by the Georgia Departments of Audits comments. The comments outline only three issues that will need to be addressed in the FY 2015 audit. In years past there have been up to eight or ten items that needed to be addressed, some in the current year's report and some in future reports. The only negative issue we had with the firm was that they didn't meet the deadline for completion of the audit which was December 15, 2014. As a result, I had to file a request for an audit extension to the Department of Audits. This also had been done several times with the old audit firm since 2009 when I became finance director. I have discussed with the audit firm the importance to get our report issued in time to meet the Georgia Department of Audits time line of December 31st. They admitted that they were at fault for the FY 2014 report being late and have assured me that it will not happen again. I feel very strongly that the city made the right choice in hiring Carr, Riggs, and Ingram, LLC to perform the FY 2014 audit and had an overall good experience working with the firm. I am asking approval to extend Carr, Riggs, and Ingram, LLC's contract for an additional three year period at a price of \$41,500 per year with an additional cost of \$3,500 per year for a single audit if a single audit is necessary.
City Manager's Remarks:	Your approval of this extension is recommended. Cover Memo Item # 20

Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
6/18/2015 7:00:00 PM
Citizen Survey Results Presentation**

SubCategory:	Presentations
Department Name:	Administration
Department Summary Recommendation:	We have completed the citizen survey and will begin to present pieces of it this meeting and those in the future.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/18/2015 7:00:00 PM
April 2015

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the financial report for April 2015. Also attached is the supplemental financial information report and the cash position report for the same period.
City Manager's Remarks:	Tom R. will present this info at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of April 30, 2015

22 # wa

	FY 2013 - 14 MONTH OF April-14	FY 2014 - 15 MONTH OF April-15	FY 2013 - 14 Year to Date April-14	FY 2014 - 15 Year to Date April-15	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLIT, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,678,789	\$1,756,793	\$18,992,426	\$20,442,595	84.52%
EXPENDITURE	\$1,748,413	\$1,952,373	\$19,687,155	\$20,335,797	84.08%
Gen. Fund Net Profit (Loss)	(\$69,624)	(\$195,580)	(\$694,729)	\$106,798	
WATER & SEWER					
REVENUE	\$1,149,278	\$1,271,673	\$11,497,280	\$12,772,694	83.08%
EXPENDITURE	\$1,744,421	\$1,206,776	\$14,176,521	\$12,096,221	78.68%
Wtr. & Swr. Fund Net Profit (Loss)	(\$595,143)	\$64,897	(\$2,679,241)	\$676,473	
GAS					
REVENUE	\$2,582,307	\$1,916,255	\$21,881,611	\$20,631,987	77.07%
EXPENDITURES	\$2,003,148	\$1,511,519	\$20,461,000	\$18,622,465	69.56%
Gas Fund Net Profit (Loss)	\$579,159	\$404,736	\$1,420,611	\$2,009,522	
ELECTRIC					
REVENUE	\$3,520,786	\$3,729,484	\$37,515,498	\$40,348,380	82.30%
EXPENDITURES	\$4,013,720	\$3,803,919	\$37,506,402	\$39,162,660	79.88%
Electric Fund Net Profit (Loss)	(\$492,934)	(\$74,435)	\$9,096	\$1,185,720	
STORMWATER					
REVENUE	\$109,213	\$112,321	\$1,134,697	\$1,170,567	71.16%
EXPENDITURE	\$94,957	\$278,659	\$831,481	\$1,389,441	84.46%
Stormwater Fund Net Profit (Loss)	\$14,256	(\$166,338)	\$303,216	(\$218,874)	
SOLID WASTE					
REVENUE	\$237,173	\$176,281	\$1,828,142	\$1,835,875	74.98%
EXPENDITURE	\$185,682	\$406,413	\$1,828,003	\$1,993,316	81.41%
Solid Waste Fund Net Profit (Loss)	\$51,491	(\$230,132)	\$139	(\$157,441)	
FIBER OPTICS					
REVENUE	\$226,052	\$205,580	\$1,520,496	\$1,596,204	86.75%
EXPENDITURE	\$134,385	\$148,493	\$1,257,814	\$1,353,731	73.57%
Fiber Fund Net Profit (Loss)	\$91,667	\$57,087	\$262,682	\$242,473	

	Description	4/30/2015	FY 2015 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$20,442,594	\$24,185,370	84.52%
	GO Bond Proceeds from School	\$1,455,475	\$1,477,500	98.51%
	Property Taxes-City Portion Only	\$1,399,125	\$1,545,245	90.54%
	Local Option Sales Tax (LOST)	\$3,207,597	\$3,549,240	90.37%
	Other Taxes	\$6,755,851	\$8,884,570	76.04%
	Building Permit & Inspection Fees	\$212,254	\$105,000	202.15%
	Fines and Forfeitures	\$574,994	\$800,000	71.87%
	Operating Transfers In-City Utilities	\$3,537,767	\$4,191,560	84.40%
	Other Revenues	\$3,299,531	\$3,632,255	90.84%
	Total Expenditures	\$20,335,796	\$24,185,370	84.08%
	Personnel Expenses	\$12,585,338	\$15,042,030	83.67%
	Operating Expenses	\$4,720,024	\$5,687,565	82.99%
	Capital Expenses	\$1,061,668	\$1,544,600	68.73%
	GO Bond Proceeds from School	\$1,261,100	\$1,455,475	86.65%
	Debt Pymt - JDA/CBA	\$365,591	\$0	#DIV/0!
	Library Appropriations	\$342,075	\$455,700	75.07%
Water & Sewer Fund	Total Revenues	\$12,772,694	\$15,373,335	83.08%
	Water Sales	\$7,749,658	\$8,738,000	88.69%
	Sewer Sales	\$4,515,616	\$5,164,500	87.44%
	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	\$507,420	\$510,000	99.49%
	Total Expenditures	\$12,096,221	\$15,373,335	78.68%
	Personnel Expenses	\$2,742,484	\$3,297,270	83.17%
	Operating Expenses	\$2,348,434	\$3,280,650	71.58%
	Capital Expenses	\$1,759,322	\$2,659,700	66.15%
Gas Fund	Transfer To General Fund	\$2,089,641	\$2,507,570	83.33%
	Debt Payments	\$3,156,340	\$3,628,145	87.00%
	Total Revenues	\$20,631,985	\$26,770,995	77.07%
	Gas Sales	\$19,221,857	\$24,240,945	79.29%
	Gas Commodity Charge	\$1,084,905	\$1,245,000	87.14%
	Bond Proceeds	\$0	\$600,000	0.00%
	Proceeds from Capital Leases	\$0	\$25,050	0.00%
	Other Revenues	\$325,223	\$660,000	49.28%
	Total Expenses	\$18,622,466	\$26,770,995	69.56%
	Personnel Expenses	\$1,494,043	\$1,895,055	78.84%
	Operating Expenses	\$536,179	\$924,615	57.99%
	Purchase of Natural Gas	\$13,543,682	\$19,119,800	70.84%
	Transfer to General Fund	\$2,937,518	\$3,524,825	83.34%
	Capital Expenses	\$111,044	\$1,306,700	8.50%

	Description	4/30/2015	FY 2015 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$40,348,380	\$2,456,393	1642.59%
	Electric Sales	\$39,195,977	\$1,152,403	3401.24%
	Other Revenues	\$1,152,403	\$1,303,990	88.38%
	Total Expenses	\$39,162,660	\$49,027,080	79.88%
	Personnel Expenses	\$1,837,765	\$2,193,005	83.80%
	Operating Expenses	\$966,674	\$1,349,175	71.65%
	Purchase of Electricity	\$33,391,119	\$42,022,965	79.46%
	Capital Expenses	\$566,569	\$581,295	97.47%
	Transfer to General Fund	\$2,400,533	\$2,880,640	83.33%
Stormwater Fund	Total Revenues	\$1,170,567	\$1,645,065	71.16%
	Stormwater Revenues	\$1,098,940	\$1,310,500	83.86%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$71,627	\$12,565	570.05%
	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	\$1,389,441	\$1,645,065	84.46%
	Personnel Expenses	\$488,812	\$651,235	75.06%
	Operating Expenses	\$461,998	\$541,830	85.27%
	Capital Expenses	\$438,631	\$452,000	97.04%
Solid Waste Fund	Total Revenues	\$1,835,876	\$2,448,375	74.98%
	Refuse Collections Revenues	\$1,789,541	\$2,158,175	82.92%
	Other Revenues	\$46,335	\$50,200	92.30%
	Proceeds From Capital Leases	\$0	\$240,000	0.00%
	Total Expenses	\$1,993,316	\$2,448,375	81.41%
	Personnel Expenses	\$812,140	\$1,088,660	74.60%
	Operating Expenses	\$917,722	\$1,119,715	81.96%
	Capital Expenses	\$263,454	\$240,000	109.77%
Fiber Optics Fund	Total Revenues	\$1,596,204	\$1,839,960	86.75%
	Fiber Optics Revenues	\$1,353,896	\$1,730,215	78.25%
	GIS Revenues	\$86,450	\$104,000	83.13%
	Other Revenues	\$155,858	\$5,745	2712.93%
	Total Expenses	\$1,353,731	\$1,839,960	73.57%
	Personnel Expenses	\$553,286	\$636,970	86.86%
	Operating Expenses	\$511,281	\$748,640	68.29%
	MEAG Telecom Statewide Pymt	\$202,237	\$228,335	0.00%
	Debt Payment to Electric Dept	\$0	\$83,015	0.00%
	Capital Expenses	\$86,927	\$143,000	60.79%

22 # 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		
Total Restricted Cash Balance		\$63,355,559.04	\$65,173,788.31	\$65,152,679.00	\$65,684,530.77		

Highlights for the Month of April 2015:

Unrestricted cash decreased due to a decrease in the general fund cash coupled with increases in the water and gas fund cash.

Restricted cash increased mostly to the pension fund correction in the market and the increases in the debt service accounts.