



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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 3/19/2015
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. March 5, 2015 (1-17)

[Attachments](#)

B. Second Reading of Ordinances

1. Flood Ordinance Revisions (18)

[Attachments](#)

C. First Reading of Ordinances

1. Name Change for Aquafil - Quality Drive and Friction Drive (19-21)

[Attachments](#)

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

1. File AZ15-01 - Annexation and zoning application by Richard Pascoe for approximately 1.01 acres of two adjoining tracts located at 11 and 13 Benham Circle (22-35)

[Attachments](#)

2. File SU15-01 Special Use application by Randy Berrey for approximately 8 acres located at 650 Henderson Drive to allow Residential, Commercial, and office uses in the same building (36-49)

[Attachments](#)

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3. File ZMA15-01 Zoning Map Amendment by City of Cartersville to re-adopt the Official Zoning Map (50)

[Attachments](#)

E. Appointments

1. Etowah Area Consolidated Housing Authority (51-52)

[Attachments](#)

F. Resolutions

1. Bartow Court Juvenile Court (53-54)

[Attachments](#)

G. Contracts/Agreements

1. Amendment to ECG Intergovernmental Participant Contract (55-64)

[Attachments](#)

2. Haigler Systems Architecture (65-69)

[Attachments](#)

3. Admiral Insurance Company Release of Liability (70-72)

[Attachments](#)

4. Automatic Aid Agreement between Cartersville Fire Dept. and Bartow County Fire Dept. (73-81)

[Attachments](#)

5. Amendment to the Intergovernmental Agreement for the Collection of Ad Valorem Taxes with Bartow County (82-84)

[Attachments](#)

H. Bid Award/Purchases

1. Replacement of In-Car Computers (85-86)

[Attachments](#)

2. Body Cameras for Police Dept. (87-93)

[Attachments](#)

3. WRS Benefits Invoice (Actuary) (94-95)

[Attachments](#)

I. Monthly Financial Statement

1. January 2015 (96-100)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.



City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM
March 5, 2015 (1-17)

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 for the March 5th City Council meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 March 5, 2015
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member McDaniel

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; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Lori Pruitt, Council Member Ward Six; Sam Grove, City Manager; Connie Keeling, City Clerk and Keith Lovell, Assistant City Attorney. David Archer, City Attorney was absent.

II. Regular Agenda

A. Council Meeting Minutes

1. February 19, 2015

A motion to approve the February 19, 2015 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

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

1. File T14-01: Text Amendment application by the City of Cartersville to revise various sections of the Sign Ordinance.

Randy Mannino, Planning and Development Director stated that this Text Amendment T14-01 is a proposal by City Staff for changes to the Sign Ordinance. Mr. Mannino stated that this is a housekeeping measure based on implementation since the 2012 ordinance revision Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission has recommended approval.

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

A motion to approve Ordinance No. 01-15 was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

Ordinance

of the
City of Cartersville, Georgia

Ordinance No. 01-15

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 20 SIGNS AND OUTDOOR ADVERTISING** is hereby amended as follows:

1.

That Section 20-18 is hereby amended by deleting the definition of *Billboard* in its entirety and replacing it with the following:

Billboard. A freestanding sign with an area of more than 250 square feet and a height not to exceed 30 feet, except as stated herein. Such signs shall have no more than two faces.

2.

That Section 20-18 is hereby amended by deleting the definition of *Sign* in its entirety and replacing it with the following:

Sign. Any device, fixture, placard, or structure affixed to, supported by, or suspended by a stationary object, building, or the ground that uses any color, form, graphic, illumination, symbol, or writing to communicate information of any kind to the public. All signs shall have no more than two faces.

3.

That Section 20-18 is hereby amended by deleting the definition of *Zoning district DBD* in its entirety and replacing it with the following:

Zoning district DBD. Designated area of the City of Cartersville as indicated on the Official Zoning Map of the City of Cartersville.

4.

That Section 20-23, Subsection A (1), is hereby amended by deleting it in its entirety and replacing it with the following:

1. Animated illumination or effects, electronic, and/or flashing signs are prohibited in the Downtown Business District (DBD) and on residential use properties. Such signs are allowed on a limited basis as further stated herein.

Freestanding electronic signs are allowed on the list of roads identified in Section 20-25, and require a permit.

5.

That Section 20-24, Subsection B (4), is hereby amended by deleting it in its entirety and replacing it with the following:

4. *Flags or insignias, ground-based or roof-mounted.* Flags or insignias of a temporary nature shall have a maximum area of thirty (30) square feet. For each business on a lot, one (1) ground-based or one (1) roof-mounted flag or insignia shall be allowed. Ground-based flags (including but not limited to pennant and feather flags) shall be located within twenty-five (25) feet of the main business entrance and shall be a minimum of five (5) feet back of property line. The height of a ground-based flag shall not exceed fifteen (15) feet, and the height of a roof-mounted flag shall not exceed four (4) feet above the roof line of the building. Such flags or insignias shall be flown in compliance with the standards applicable under state and/or federal law.

6.

That Section 20-25, Subsection B, is hereby amended by deleting it in its entirety and replacing it with the following:

B. Electronic freestanding signs.

1. Electronic freestanding signs which are directly illuminated; exhibit animation; blink; change copy; display moving pictures or images; flash; contain Light Emitting Diode (LED); and/or contain Liquid Crystal Display (LCD) shall be prohibited for residential use properties and the Downtown Business District (DBD).
2. Electronic freestanding signs on nonresidential use properties shall be prohibited except when located adjacent to one of the following roads:
 - a) Burnt Hickory Rd (beginning at, and including, the intersection with West Ave and running north)
 - b) Cassville Rd (beginning at, and including, the intersection with North Erwin St and running northwest)
 - c) Church St (beginning at, and including the intersection with North Tennessee St and running east)
 - d) Collins Dr
 - e) Douthit Ferry Rd (beginning at, and including, the intersection with West Ave and running south until, and including, intersection with Indian Mounds Rd)
 - f) Felton Rd (beginning at, and including, the intersection with Tennessee St and running east until, and including, the intersection with US 41)
 - g) Gentilly Blvd

- h) Grassdale Rd (beginning at, and including, the intersection with US 41 and running north)
 - i) Henderson Dr
 - j) Old Mill Rd (beginning at, and including, the intersection with Henderson Dr and running west)
 - k) State Route 20
 - l) Tennessee St
 - m) US 41 and corresponding frontage roads
 - n) US 411 and corresponding frontage roads
 - o) West Ave (beginning at, and including, the intersection with Henderson Dr and running southwest)
3. Electronic freestanding signs, including Animated illumination or effects; Electronic sign; Electronic sign, stationary; and/or Flashing as defined herein, shall in no case exceed fifty percent (50%) of total sign face.
 4. No more than one (1) electronic freestanding sign may exist on a single lot.
 5. No electronic freestanding sign may be located within 100 feet of a single-family residential dwelling.
 6. Any permit for an electronic freestanding sign shall include a maximum number of displays per cycle for the structure. No more than six (6) displays per minute shall be allowed, and each display shall not change more frequently than once every ten (10) seconds.
 7. Such displays shall contain static messages only, changed instantaneously, through dissolve or fade transitions, or other subtle transitions that do not have the appearance of moving text or images. In any event, such signs may not have movement, or the appearance of or illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating, or varying of light intensity.
 8. All such signs shall be programmed to automatically freeze in a single display in the event of a malfunction or computer / system error.
 9. The Planning and Development Department shall be provided with an on-call contact person and phone number for each permitted electronic freestanding sign. The contact person must have the ability and authority to make immediate modifications to the displays and lighting levels should the need arise. In the event the contact person is unobtainable or unresponsive, the permit holder grants to the Planning and Development Department the authority to access and disable the sign in cases of emergency or when the sign poses a threat to public safety.

7.

That Section 20-26, Subsection A, is hereby amended by deleting it in its entirety and replacing it with the following:

- A. *Area.* Wall signs shall have an aggregate area not to exceed two (2) square feet for each linear foot of building face, not to exceed two hundred (200) square feet

in area. Canopy and awning signage shall be deducted from allocated wall sign area.

8.

That Section 20-27, Subsection A (6), is hereby amended by deleting it in its entirety and replacing it with the following:

6. *Wall signs.*

- a) Wall signs shall have an aggregate area not to exceed two (2) square feet for each linear foot of building face, not to exceed two hundred (200) square feet in area. Canopy and awning signage shall be deducted from allocated wall sign area.
- b) No wall sign shall be closer than eighteen (18) inches to an adjacent property line and shall not be installed or extend over a party wall.
- c) Wall signs shall not obscure important architectural details or features such as windows, transom panels, sills, moldings and cornices.
- d) Wall signs shall be no greater than twenty-four (24) inches in height. (Excludes permanent window signage)
- e) Animated illumination or effects, electronic, blinking, flashing, rotating, and/or scrolling wall signs shall be prohibited.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 19th day of February 2015.

ADOPTED this the day of 5th March 2015. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

2. File T14-02: Text Amendment application by the City of Cartersville to revise the Nonconforming uses sections of the Zoning Ordinance.

Randy Mannino, Planning and Development Director stated that this Text Amendment T14-02 is a proposal by City Staff for changes to the Zoning Ordinance related to Non-conforming uses. Based upon proposals to expand uses in the few years, staff has noted that it may be appropriate to clarify Article 18 of the Zoning Ordinance related to non-conforming uses of structures and land. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission has recommended approval.

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

A motion to approve Ordinance No. 02-15 was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

Ordinance

of the

City of Cartersville Georgia

Ordinance No. 02-15

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville that City of Cartersville Code of Ordinances, Chapter 26. Zoning, Article XII-NONCONFORMANCES is 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 XIII-NONCONFORMANCES Section 18-3 NONCONFORMING USE OF STRUCTURES is hereby amended by deleting said Section 18-3 in its entirety and replacing it with the following:

“Section 18.3 Nonconforming Use of Structures

Nonconforming uses consisting of structures and/or land or appurtenances used in conjunction with the primary purpose of the structure, at the time of the passage of this chapter, for purposes not permitted in the district in which they are located shall in addition to the other requirements of this chapter be governed by the following restrictions.

- A. An existing nonconforming use of a structure and/or land or appurtenances used in conjunction with the primary purpose of the structure may be changed to another nonconforming use that is similar in its operation and effect on surrounding properties or may be changed to a conforming use.**
- B. An existing nonconforming use of a structure and/or land or appurtenances used in conjunction with the primary purpose of the structure shall not be changed to another nonconforming use that generates more automobile or truck traffic, creates more noise, vibration, smoke, dust or fumes, is a more intensive use of structures than the existing nonconforming use, and is in any**

way a greater nuisance to the adjoining properties than the existing nonconforming use.

- C. A nonconforming use of a structure and/or land or appurtenances used in conjunction with the primary purpose of the structure shall not be extended or enlarged except into portions of the structure which at the time the use became nonconforming were already erected and arranged or designed for such nonconforming use. No structural alterations shall be made in any structure occupied by a nonconforming use, which would in any way increase the floor space, area, or volume of space occupied by the use, except that the Mayor and Council may, after a public hearing and review of the proposed plan, grant a special use if it is determined that said use will not be detrimental to the neighboring properties and is not contrary to the intent of this chapter.
- D. When any nonconforming use of a structure and/or land or appurtenances used in conjunction with the primary purpose of the structure is discontinued for a period in excess of twelve (12) months, any future use of the structure shall be limited to those uses permitted in that district unless otherwise approved by the Mayor and Council. Vacancy and/or nonuse of the building, regardless of the intent of the owner or tenant, shall constitute discontinuance under this provision.”

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 XIII-NONCONFORMANCES is hereby amended by creating a new Section 18-7 as follows:

“Section 18-7. Expansion of Existing Nonconforming Uses Requiring Special Use Permits

No nonconforming use, building, structure and/or land or appurtenances used in conjunction with the primary purpose of the structure, requiring a special use permit under the terms of this chapter, including any use, building or structure that was authorized as of right prior to the adoption of this chapter but would require a special use permit upon the adoption of this chapter, shall be enlarged, expanded, moved, or otherwise altered in any manner except after application for and approval of a special use permit. Normal repair and maintenance of buildings and structures is authorized without the need for special use permits. No such use, building, or structure which has been discontinued for a continuous period of six (6) months shall be reestablished unless such cessation is a direct result of governmental action impeding access to the property.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 19th day of February 2015.

ADOPTED this the 5th day of March 2015. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

C. Second Reading of Ordinances

1. Amendment to Alcohol Ordinance

Randy Mannino, Planning and Development Director stated that currently Cigar Shops are allowed to obtain a pouring license for beer and wine. This amendment will allow a pouring license for distilled spirits. A Cigar Shop is currently required to show at least seventy (70) percent of its gross annual sales be derived from the sale of full sized, hand rolled cigars and Mr. Mannino stated that this stipulation will not change. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Alcohol control Board had reviewed this ordinance and recommended approval.

A motion to approve Ordinance No. 03-15 was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 03-15

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE II. LICENSING REQUIREMENTS. DIVISION 2. APPLICATION AND ISSUANCE. Sec. 4-59 Pouring

licenses limited to certain establishments paragraph (c) is hereby amended by deleting said paragraph in its entirety and replacing it as follows:

1.

(c) Retail cigar shops as specifically defined in this Code, may be issued an on-premises consumption license for sales of beer, malt beverages, and wine, and distilled spirits, without meeting the requirements that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, provided that at least seventy (70) percent of its gross annual sales be derived from the sale of full-sized, hand-rolled cigars, and expressly excluding from the calculation of gross annual sales the sale of cigarettes, bongs, bubblers, glass pipes, water pipes, Turkish pipes, pipe screens, pipe filters, dug-outs, stash boxes, rolling papers, rolling devices, rolling trays, grinders, incense, pipe cleaners, and other smoking paraphernalia if all allowed to be sold pursuant to the ordinance. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

(1) In regards to seating, parking and occupancy requirements, those applicable to the cigar store shall supersede those listed in chapter 4.

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 19th day of February 2015.

ADOPTED this the 5th day of March 2015. Second Reading.

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

ATTEST:

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

D. First Reading of Ordinances

1. Flood Ordinance Revisions

Wade Wilson, City Engineer stated that the metropolitan North Georgia Water Planning District is requiring all counties and municipalities within the district to modify their current floodplain ordinances to the proposed district model floodplain management/flood damage prevention ordinance. The City's current floodplain ordinance was adopted in August 2006 to meet the then required ordinance. Mr. Wilson stated that most of the changes in this ordinance involve additions of definitions, changes in technical terms and some added provisions; however the most significant change is the reduction of the required lowest first floor elevation or flood-proofing elevation in non-residential construction. Mr. Wilson recommended approval.

NO ACTION REQUIRED

Ordinance on File at the City Clerk's Office

E. Appointments

1. DDA Board Appointment

Tara Currier, DDA Director stated that the Downtown Development Authority Board of Directors has recommended the appointment of Maureen Kirkland to the board. Ms. Currier stated that this appointment will expire February 2019 and will replace Jill Mitchell whose term expired February 2015.

A motion to approve the appointment of Maureen Kirkland was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

F. Certification

1. Good Neighbor Homeless Shelter Grant Application

Sam Grove, City Manager stated that this is the annual approval/certification for the Good Neighbor Homeless Shelter to make application for grant funds from the Georgia Department of Community Affairs. By approving this document the city is saying that based on a review of the application and/or supporting documents that the shelter is within the jurisdiction of this local government and they are approved for funding by DCA. Mr. Grove recommended approval.

A motion to approve the Good Neighbor Homeless Shelter Grant Application was made by Council Member Stepp and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

G. Contract/Agreements

1. Workers Compensation TPA Agreement

Dan Porta, Assistant City Manager stated that since July 20, 2007, the city has been self-insured with a high deductible for workers compensation coverage and have used a third party administrator, USIS, Inc. to process any claims. This is the renewal for the July 1, 2015 through June 20, 2016 agreement in the amount of \$9,900.00. Mr. Porta stated that there has been no increase since last year and recommended approval subject to review and approval of the City Attorney.

A motion to approve the Workers Compensation TPA Agreement subject to review and approval of the City Attorney was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

H. Bid Award/Purchases

1. Allot Bandwidth Shaper Maintenance Renewal

Dan Porta, Assistant City Manager stated that the annual support agreement for our Allot AC-1440 Bandwidth Shaper is due for renewal in April. This device is used to create bandwidth levels for our FiberCom internet customers. Mr. Porta stated that the annual renewal price is \$5,875.72 and recommended approval.

A motion to approve the annual renewal for Allot Bandwidth Shaper Maintenance was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

2. Pole and Cargo Trailer Replacement

Don Hassebrock, Electric Department Director stated that he had solicited bids to replace a 1991 Pole and Cargo Trailer to haul poles, transformers, wire and various materials. Mr. Hassebrock recommended approval of the low bid from Altec Supply Company in the amount of \$19,925.00.

A motion to approve the purchase from Altec Supply Company was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

3. Transformer Purchase for Electric Department

Don Hassebrock, Electric Department Director stated that he had solicited bids for two transformers to provide service for buildings B & C at Voestalpine and recommended approval of the low bid from Stuart C. Irby which has the lowest Total Ownership Cost as well as the lowest total purchase price of \$36,956.00 for both units.

A motion to approve the transformer purchase from Stuart C. Irby was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

I. Surplus Equipment

1. Surplus Vehicles and Equipment

Tom Rhinehart, Finance Director presented a list of vehicles and equipment to be declared surplus. Most of the items will be sold on the GovDeals.com auction website but some will be sold as scrap. Mr. Rhinehart recommended approval of the surplus items.

A motion to approve the list of surplus items was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

Mayor Santini stated that there was one item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Hodge and Seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

J. Added Item

1. Resolution to Authorize Mayors Signature for De-annexation

Keith Lovell, Assistant City Attorney stated that this resolution will authorize the Mayor to sign and application on behalf of the City of Cartersville for the de-annexation of Paga Mine Road and Old Alabama Road. Mr. Lovell stated that the city had received this request from Bartow County and the City of Emerson and recommended approval.

A motion to approve Resolution No. 05-15 to authorize the Mayor to sign the de-annexation application was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

Resolution No. 05-15

WHEREAS, Bartow County and the City of Emerson to promote economic development and growth in the region have requested that the City of Cartersville de-annex certain acres to allow for a proposed development tract to be under a single jurisdiction;

WHEREAS, the Mayor and City Council of the City of Cartersville deems it in the best interest of its citizens to promote economic development and growth;

WHEREAS, the property in question is 12.749 acres of land lying and being in land lots 911, 962, 963, 964, 965, 982 and 983 of the 4th District, 3rd Section, Bartow County, Georgia; and

WHEREAS, de-annexing said property shall not create any unincorporated islands or effect to provisions of services to citizens of the City of Cartersville.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the Mayor and City Council that the Mayor is authorized to file an application for de-annexing to be presented by the City Attorney's Office for the consideration of the de-annexation of 12.749 acres of land lying and being in land lots 911, 962, 963, 964, 965, 982 and 983 of the 4th District, 3rd Section, Bartow County, Georgia more particularly shown on a survey attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT AND IT IS HEREBY RESOLVED.
This the 5th day of March, 2015.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Scott Carter, Fire Chief made the announcement that the City of Cartersville Fire Department had received an ISO rating of Class 1, the highest rating possible. Chief Carter wanted to thank the Mayor and Council for their support and all of the departments for their assistance in achieving this goal.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 6-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM
Flood Ordinance Revisions (18)

SubCategory:	Second Reading of Ordinances
Department Name:	Public Works
Department Summary Recommendation:	The Metropolitan North Georgia Water Planning District is requiring all counties and municipalities within the district to modify their current floodplain ordinances to the proposed district model floodplain management/ flood damage prevention ordinance. The city of Cartersville's current floodplain ordinance was adopted in August of 2006 to meet their then required ordinance. We are requesting that the existing ordinance be replaced with this new ordinance. Most of the changes in this ordinance involves additions of definitions, changes in technical terms and some added provisions. The most significant change in this flood ordinance is the reduction of the required lowest first floor elevation in new residential construction and the lowest first floor elevation or flood-proofing elevation in non-residential construction. Full document can be provided at 330 S. Erwin Street at the office of Public Works. The model ordinance has been provided by the Metropolitan North Georgia Planning District and has been reviewed by the Georgia EPD Floodplain Division. Public Works recommends approval of this ordinance replacement.
City Manager's Remarks:	Your approval of these revisions is recommended.
Financial/Budget Certification:	
Legal:	City Attorney has reviewed this ordinance revision.
Associated Information:	



City of Cartersville

City Council Meeting

3/19/2015 7:00:00 PM

Name Change for Aquafil - Quality Drive and Friction Drive (19-21)

SubCategory:	First Reading of Ordinances
Department Name:	
Department Summary Recommendation:	Request from Aquafil to change the name of the streets near their newer facility.
City Manager's Remarks:	Your approval of this change is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No. _____

WHEREAS, AQUAFIL USA, INC. is an industry with facilities located on Friction Drive and Quality Drive in the city of Cartersville; and

WHEREAS, at this time it is the only existing business having addresses associated with said streets; and

WHEREAS, AQUAFIL USA, INC., has requested that the Mayor and City Council rename said streets as follows:

- (a) QUALITY DRIVE TO ECONYL DRIVE
- (b) FRICTION DRIVE TO FIBRE DRIVE;

and that the appropriate City Departments shall update maps, signage, and other records pursuant to their normal procedures as appropriate.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED, that the Mayor and City Council hereby authorize the renaming of the Quality Drive and Friction Drive as follows: (a) Quality Drive shall be renamed to Econyl Drive; (b) Friction Drive shall be renamed to Fibre Drive.

BE IT AND IT IS HEREBY RESOLVED.

This the _____ day of March, 2015.

/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 12. ARTICLE XI. TRAFFIC SCHEDULES. Sec. 12-1002 Speed Limits** is hereby revised as follows:

1.

By replacing **FRICTION DRIVE (C5923)** in the Off System Chart with the new name of said street as follows: **FIBRE DRIVE (f/k/a FRICTION DRIVE) (C5293)**.

2.

All other provisions of Section 12-2002 are to be unaltered and shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

First Reading 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
3/19/2015 7:00:00 PM

File AZ15-01 - Annexation and zoning application by Richard Pascoe for approximately 1.01 acres of two adjoining tracts located at 11 and 13 Benham Circle (22-35)

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tract is located at 11 and 13 Benham Circle, off Grassdale Road. This property includes two tracts – both owned by Richard Pascoe. A single-family ranch-style residence built in the 1960s is on one lot, and the other is vacant. These tracts form a donut hole in which all adjacent properties are in the City limits of Cartersville. The applicant has stated that he would like this property to be annexed for City services. The property would, if annexed, be zoned R-20 (Single-family Residential). Planning Commission recommended Approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): **AZ15-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Richard Pascoe (City annexation "donut hole" initiative)**
Representative: **None**
Property Owner: **Richard Pascoe**
Property Location: **11 and 13 Benham Circle**
Access to the Property: **Benham Circle off Grassdale Road**

Site Characteristics:

Tract Size: Acres: **1.01 acres** District: **4th** Section: **3rd** LL(S): **128**
Ward: **6** Council Member: **Lori Pruitt**

LAND USE INFORMATION

Current Zoning: **County A-1 (Agriculture)**
Proposed Zoning: **R-20 (Single-family Residential)**
Proposed Use: **Annex for City services**
Current Zoning of Adjacent Property:
North: **R-20**
South: **R-20**
East: **R-20**
West: **R-20**

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.

Bartow County government has also received information regarding the annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Low Density Residential.

The subject tract is located at 11 and 13 Benham Circle, off Grassdale Road. This property includes two tracts – both owned by Richard Pascoe. A single-family ranch-style residence built in the 1960s is on one lot, and the other is vacant. These tracts form a donut hole in which all adjacent properties are in the City limits of Cartersville. The applicant has stated that he would like this property to be annexed for City services. The property would, if annexed, be zoned R-20 (Single-family Residential). 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 proposed R-20 zoning may permit a use that is suitable in view of the existing residential development of adjacent properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed R-20 zoning may not create an isolated district since there are adjacent and nearby properties that are zoned R-20.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The R-20 zoning 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 Agriculture (A-1) in unincorporated Bartow County, it may not have a reasonable economic use. The tracts are identified on the Bartow County future land use map and on the Cartersville future development map as low-density residential. The tracts are part of an existing residential subdivision rather than an agricultural area.
- 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 zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposal is in conformity with the Future Development Map.

- 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 R-20 zoning 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 based on possible environmental factors related to use.

- 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.

Based on the overall goal of the City Public Safety departments to have donut hole properties annexed into the City limits, along with the applicant's desire to have these tracts in the City limits, it may be appropriate for the tracts to be within the City jurisdiction.

PLANNING COMMISSION RECOMMENDATION **APPROVAL**

STAFF RECOMMENDATION

Staff has no objections.

Application for Annexation/Zoning

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

City Annex Initiative
No Fee

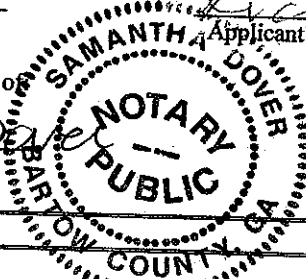
Application Number AZ1501
3-10-15 @ 3:30 PM
3-19-15 @ 7:00 PM
Hearing Date 4-2-15 @ 9:00 AM

Applicant Richard Pascoe (city donut hole) Business Phone _____
(applicant's printed name)
Address 13 Benham Circle Home Phone _____
City Cartersville State GA Zip 30120
(Representative's printed name (if other than applicant)) Business Phone _____ Cell 770-639-2960

Representative's signature _____

Signed, sealed and delivered in presence of _____

Notary Public



Applicant's signature _____

lillianandtony@bellsouth.netMy commission expires: 1/12/19

Titleholder _____ Business Phone _____ Home Phone _____
(titleholder's printed name)

*attach additional notarized signatures as needed on separate application page

Address _____

Signature _____

Signed, sealed, delivered in presence of: _____

same as applicant

Notary Public

My commission expires: _____

County Zoning District(s) R-1 Proposed City Zoning District(s) R-20

Acreage 7/-1.01 ac Land Lot(s) 128 District(s) 4 Section(s) 3

Location of Property 11 and 13 Benham Circle
(street address, nearest intersections, etc)

Utility Providers: Water City Gas City

Sewer septic Electric Georgia Power

Reason for annexation: City services
(attach additional statement as necessary)

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements.

Planning Commission Recommendation:

Approved: _____

Disapproved: _____

Conditions: _____

Date: _____

City Council Decision:

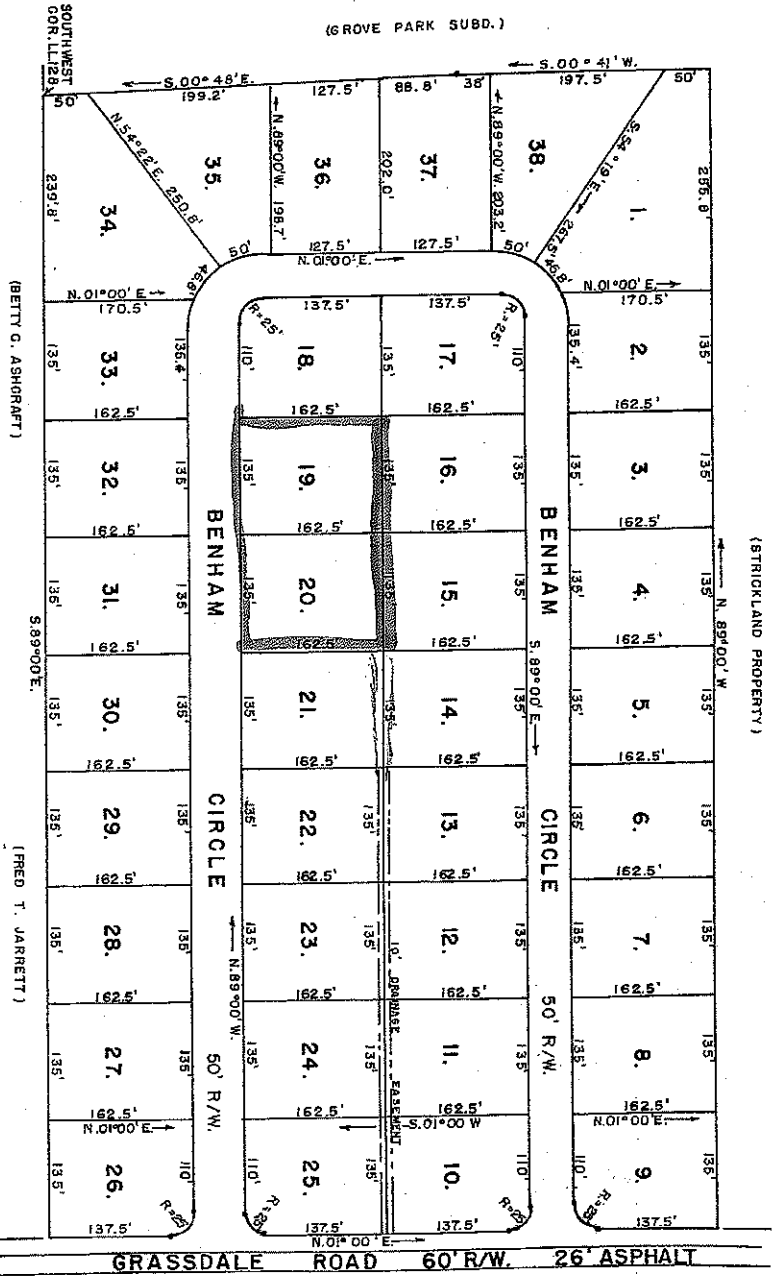
Approved: _____

Disapproved: _____

Conditions: _____

Date: _____ Item # 4

STRICKLAND HEIGHTS
PROPERTY OF
R & H ENTERPRISES INC.
IN LAND LOT 128, 4TH DISTRICT, 3RD SECTION,
BARTOW COUNTY, GEORGIA.



PROTECTIVE COVENANTS:

LOTS SHOWN ON THIS PLAT ARE SOLD SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH ARE COVENANTS RUNNING WITH THE LAND, AND MAY BE ENFORCED BY THE OWNER OF ANY LOT IN THIS SUBDIVISION:

1. LOTS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.
2. ONLY ONE DWELLING UNIT SHALL BE PERMITTED ON EACH LOT.
3. ALL HOMES ARE TO BE OF AT LEAST 600 BRICK VENEER CONSTRUCTION.
4. NO BUILDINGS SHALL BE LOCATED NEARER THAN 15 FEET FROM THE SIDE LINE OF ANY ADDITIONAL LOT OR NEARER THAN 40 FEET TO THE STREET.
5. NO MOBILE HOMES, WHETHER STATIONARY OR MOVABLE, SHALL BE PERMITTED ON ANY LOT.
6. NO ANIMALS OR POULTRY SHALL BE KEPT OR MAINTAINED ON SAID PROPERTY EXCEPT INDICATED PETS.

In ... Notice, this plat is a correct representation of the land shown and has been prepared in conformity with the relevant standards and regulations of law.

E. M. Smith
Member Ch. Asst. & Land Surveyor



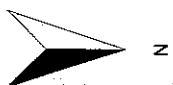
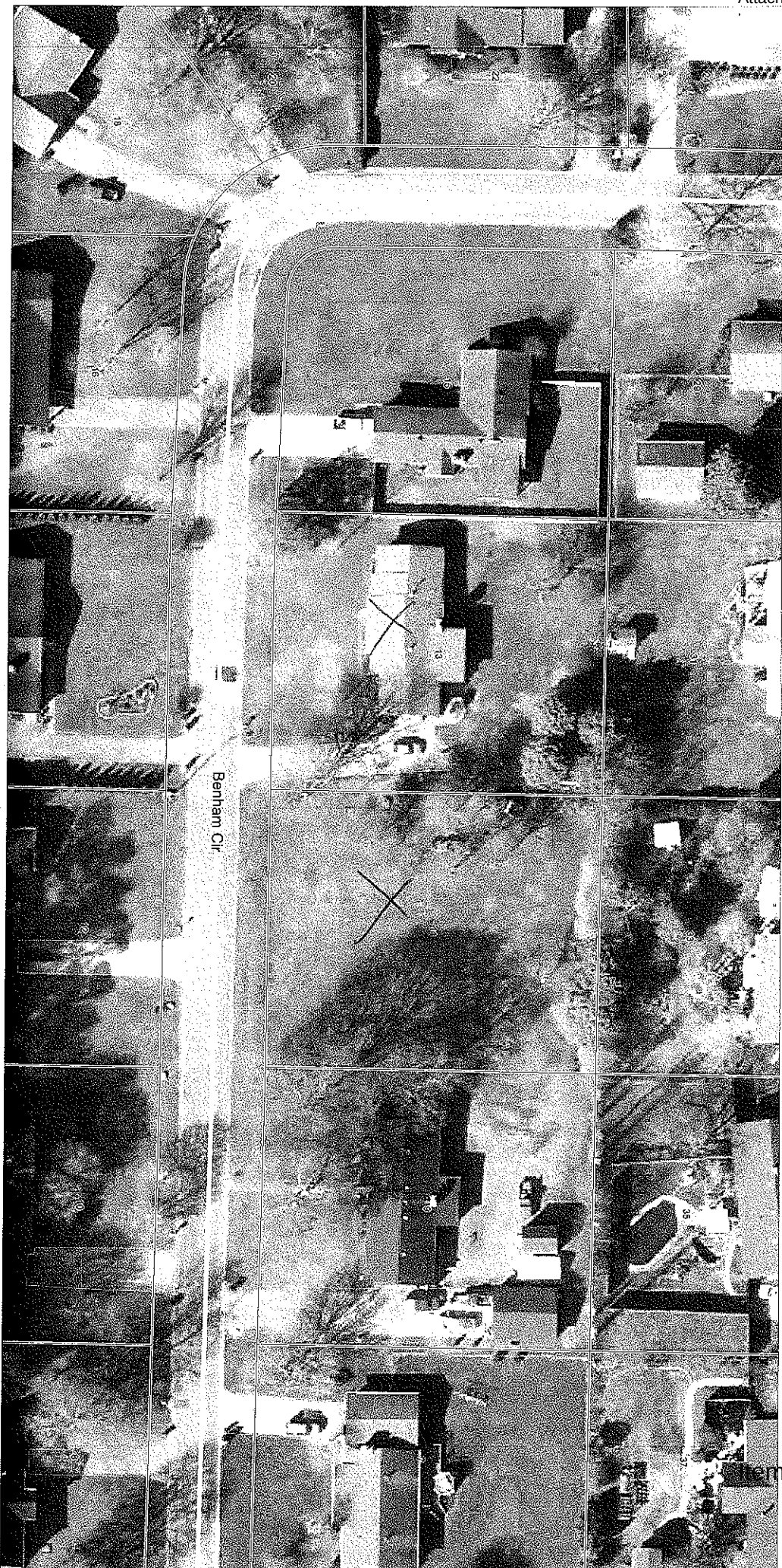
MAP NORTH

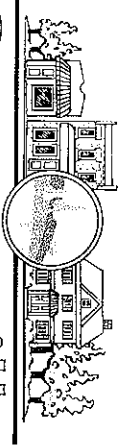
11 and 13 Benham Circle - annexation case AZ15-01



Item # 4

11 and 13 Benham Circle - annexation AZ15-01





Cartersville

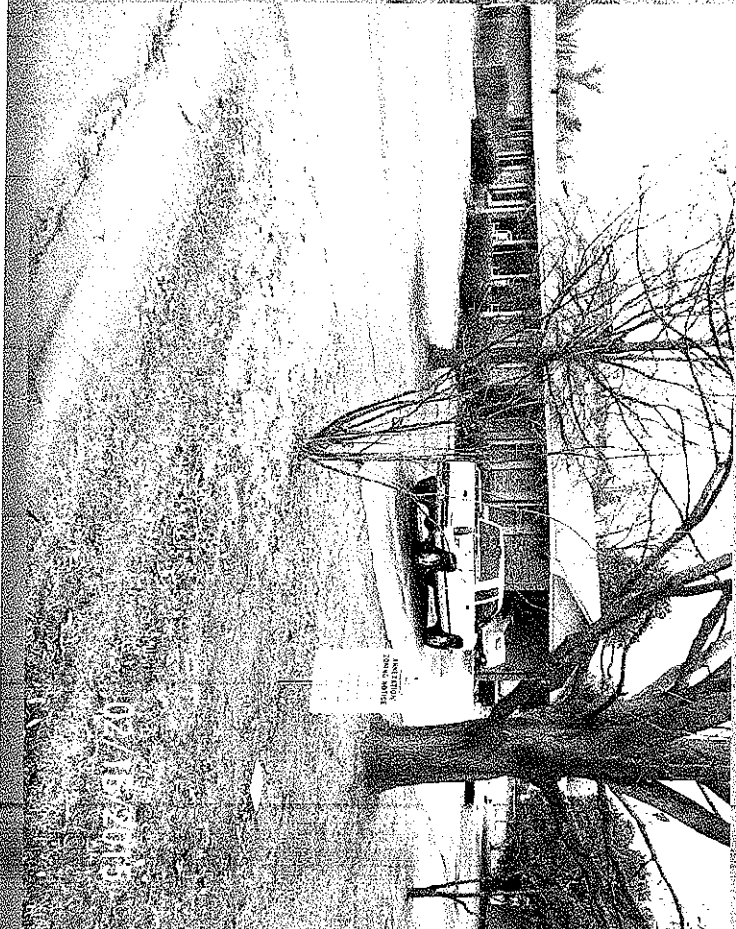
Be Charmed • Be Prosperous • Belong

11 and 13 Benham Circle Annexation case AZ15-01

Item # 4



02/15/2015



02/15/2015

CITY OF CARTERSVILLEZONING / ANNEXATION ANALYSISPETITION NUMBER AZ15-01APPLICANT INFORMATION AND PROPERTY DESCRIPTIONPROPERTY OWNER (S) Richard Pascoe PHONE NUMBER 770-639-2960PETITIONER Richard Pascoe OWNER'S ADDRESS 13 Benham Circle
Cartersville, GA 30120PROPERTY LOCATION 11 and 13 Benham Circle TRACT SIZE 1.01 acDISTRICT 4 SECTION 3 LL(S) 128TAX MAP # 0071F-0007-002 PARCEL (S) 2 WARD (S) 6
0071F-0007-003CURRENT LAND USE single-family residential PROPOSED LAND USE s-f residentialCURRENT ZONING County R-1 PROPOSED ZONING City R-20SPECIFICS OF PROPOSED USENUMBER OF DWELLING UNITS 1 NUMBER OF OCCUPANTS 2RACIAL COMPOSITION WhiteNUMBER OF SCHOOL AGED CHILDREN 0GRADE LEVEL (S) OF SCHOOL AGE CHILDREN —SCHOOL SYSTEM TO BE ATTENDED N/AOWNER OCCUPIED: YES ☒ NO ☐UTILITY SERVICE (CITY, COUNTY, GEORGIA POWER, ATLANTA GAS)

1. WATER City
2. SEWER septic
3. GAS City
4. ELECTRICITY Georgia Power



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

APPLICANT FOR ANNEXATION ACTION CAMPAIGN DISCLOSURE REPORT

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

Date of Application: 1-21-15
 Date Two Years Prior to Application: 1-21-13
 Date Five Years Prior to Application: 1-21-10

1. Has the applicant within the two years preceding the filing of the annexation action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor Matt Santini	☐	☐
Council Member	☐	☐
Helen Eagle <i>Kari Hodge</i>	☐	☐
Jayce Stepp	☐	☐
Louis Tonsmeire, Sr.	☐	☐
Lindsey McDaniel, Jr.	☐	☐
Dianne Tate	☐	☐
Lori Pruitt	☐	☐
Planning Commission		
Lamar Pendley	☐	☐
Robert Ed Hicks <i>Travis Popham</i>	☐	☐
Steven Smith	☐	☐
Ralph H. Miller, Jr.	☐	☐
Harrison Dean	☐	☐
Ronnie Turner <i>Sandra Cline</i>	☐	☐
Lamar Pinson	☐	☐

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

Richard Pascoe 1-21-15
 Signature Date

Richard Pascoe
 Print Name



BARTOW COUNTY

Steve Taylor, Sole Commissioner

CERTIFIED MAIL # 7006 3450 0001 5974 6564

January 23, 2015

Mayor and Council
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Request by Richard Pascoe
to annex approximately 1 acre
located at 11 and 13 Benham Circle
Cartersville, Georgia

This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Low Density Residential.

Please be advised that, pursuant to O.C.G.A. §36-36-7, there may exist county water and/or sewer lines within the area proposed to be annexed.

Also, be advised that the City will be responsible for maintenance of that portion of the roadway, where as a result of this annexation, property on both sides of the road is now within the city limits.

Sincerely,

STEVE TAYLOR
Commissioner
Bartow County

ST/kg

- c. Zoning Department
- Bartow County Road Department
- Voter Registration
- Tax Assessor
- GIS Department

Item # 4



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 # **AZ15-01**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

Richard Pascoe has made an annexation and zoning request on the following property:
Approximately 1.01 acres located at 11 and 13 Benham Circle in Land Lot 128, 4th District, 3rd
Section, to annex and zone property from Bartow County A-1 (Agriculture) to City R-20 (Single-
family Residential).

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
3/19/2015 7:00:00 PM

File SU15-01 Special Use application by Randy Berrey for approximately 8 acres located at 650 Henderson Drive to allow Residential, Commercial, and office uses in the same building (36-49)

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tract is located at 650 Henderson Drive and is the commercial multi-tenant center constructed in approximately 2004 known as West End Commons. The development currently includes offices, restaurants, services, and retail establishments. The applicant would like to allow the option of having apartments and condos within the same building. City departments had no objections or no comments. Planning Commission recommended Approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU15-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **West End Commons**

Representative: **Randy Berrey**

Property Owner: **West End Commons LLC**

Property Location: **650 Henderson Drive**

Access to the Property: **Henderson Drive**

Site Characteristics:

Tract Size: Acres: **Approx. 8 acres** District: **4th** Section: **3rd** LL(S): **594**

Ward: **2** Council Member: **Jayce Stepp**

LAND USE INFORMATION

Current Zoning: **O-C (Office Commercial)**

Proposed Special Use: **Allow apartments and condos above, below, or behind commercial in the same building.**

Current Zoning of Adjacent Property:

North: **O-C**

South: **O-C**

East: **RA-12* (Residential 12 units per acre)**

West: **O-C**

The Future Development Plan designates the subject property as: **Community Village Center with recommended zoning districts O-C, M-U, P-S.**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No comments.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

The subject tract is located at 650 Henderson Drive and is the commercial multi-tenant center constructed in approximately 2004 known as West End Commons. The development currently includes offices, restaurants, services, and retail establishments. The applicant would like to allow the option of having apartments and condos within the same building. City departments had no objections or no comments. Planning Commission recommended Approval.

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

ARTICLE XVI. SPECIAL USES

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall

be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

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

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

Sec.16.4. Minimum Special use standards.

16.4.2. *Apartments and condominiums, above, below, or behind commercial and office uses in the same building.*

A. Allowable districts: P-S, M-U, N-C, DBD, O-C, and G-C.

B. Standards:

1. The dwelling unit shall comply with all applicable City of Cartersville building and fire codes.
2. Minimum floor area requirements for a dwelling unit shall be the following:
 - 3-bedroom, 900 sqft
 - 2-bedroom, 750 sqft
 - 1-bedroom, 600 sqft
 - Studio/loft (in existing buildings), 450 sqft
3. Minimum number of parking spaces: two (2) spaces for each dwelling unit plus three (3) spaces for each one thousand (1,000) square feet of commercial use
4. Parking lot outdoor lighting shall be directed away and shielded from residential above or behind commercial use and from abutting residential districts or use. Freestanding street lighting fixtures shall have a maximum height of thirty-five (35) feet.
5. Sound-deadening construction materials and techniques should be used and bedrooms should be oriented away from noise sources.

HOW GENERAL AND SPECIFIC STANDARDS ARE MET

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

How Standard #1 has / will be met: Traffic effect may be minimal because residential would be within the existing complex and may not be a significant number of units.

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

How Standard #2 has / will be met: 294 units.

General Standard #3: Protective screening.

How Standard #3 has / will be met: There is an existing screening tree line adjacent to the residential located to the east of West End Commons.

General Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Variable based on use in this multi-tenant building.

General Standard #5: Outdoor lighting

How Standard #5 has / will be met: Existing lighting, which may be sufficient and does not negatively impact surrounding lots, will not be modified.

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

How Standard #6 has / will be met: Existing access may be adequate with development driveway leading to Henderson Drive.

General Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: Henderson Drive and adjacent streets include a mix of commercial and residential uses.

Specific Standards:

1. The dwelling unit shall comply with all applicable City of Cartersville building and fire codes.

Units will comply with all City codes.

2. Minimum floor area requirements for a dwelling unit shall be the following:
 - 3-bedroom, 900 sqft
 - 2-bedroom, 750 sqft
 - 1-bedroom, 600 sqft
 - Studio/loft (in existing buildings), 450 sqft

Units will exceed minimum size thresholds.

3. Minimum number of parking spaces: two (2) spaces for each dwelling unit plus three (3) spaces for each one thousand (1,000) square feet of commercial use

Existing parking spaces exceeds minimum required.

4. Parking lot outdoor lighting shall be directed away and shielded from residential above or behind commercial use and from abutting residential districts or use. Freestanding street lighting fixtures shall have a maximum height of thirty-five (35) feet.

Existing lighting complies with this standard.

5. Sound-deadening construction materials and techniques should be used and bedrooms should be oriented away from noise sources.

Existing structures conform to sound-reducing info.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

Application for Special Use

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

Application Number

SU15-01

Hearing Dates

3-10 @ ~~10:00 AM~~ 5:30 PM
3-19 @ 7:00 PM
4-2 @ 9:00 AM

Applicant West End Commons Business Phone 770-606-1328
(applicant's printed name)
Address 650 Henderson Dr Ste 450 Home Phone 770-542-9982
City Cartersville State Ga. Zip _____
Randy Berrey Phone 770-542-9982 Fax # 770-606-1343
(Representative's printed name (if other than applicant))

Representative's signature

Applicant's signature

Signed, sealed and delivered in presence of:

My commission expires:

Notary Public

Titleholder West End Commons LLC Business _____ Home _____
(titleholder's printed name)

*attach additional notarized signatures as needed on separate application page

Address same

Signature _____

Same as applicant

Signed, sealed, delivered in presence of:

My commission expires:

Notary Public

Present Zoning District(s) OC Requested Special Use Apts and condos above, below, or behind
Acreage 1/-8 Land Lot(s) 594 District(s) 4 Section(s) 3 commercial
Location of Property 650 Henderson Dr Cartersville Ga. 30120 and office
(street address, nearest intersections, etc) uses in the
Reason for requested Special Use: Quality loft residential same building
(attach additional statement as necessary)

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

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for: Apts and condos above, below, or behind commercial in same bldg

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

How Standard #1 has / will be met:

Minimal

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

- 294

How Standard #2 has / will be met:

294 parking spaces

Standard #3: Protective screening.

How Standard #3 has / will be met:

Tree line adjacent to residential
to the east

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

How Standard #4 has / will be met:

Variable based of use in multi-tenant building

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Plentiful throughout dev't.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

Henderson Dr access

Standard #7: Compatibility with surrounding land use.

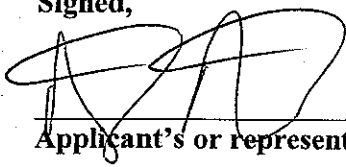
How Standard #7 has / will be met:

Henderson Dr includes a mix of uses

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

- ① Units will comply with City codes
- ② Units will exceed minimum size thresholds
- ③ Existing parking spaces far exceeds min. required
- ④ Lighting complies with standards
- ⑤ Built structures conform to sound-reducing efforts.

Signed,



Applicant's or representative's name

2-16-15

Date

Item # 5

24 Hr Emergency Contact
Randy Berry
770-542-9982

NOTE: ALL FOOTING WALLS TO BE DESIGNED BY OTHERS.

CAUTION

THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CARTERSVILLE, GEORGIA, AND THE STATE OF GEORGIA, PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CARTERSVILLE, GEORGIA, AND THE STATE OF GEORGIA, PRIOR TO CONSTRUCTION.

Utilities Protection Center, Inc.

IF YOU DIG GEORGIA
1-800-255-7411
478 THE LAW!

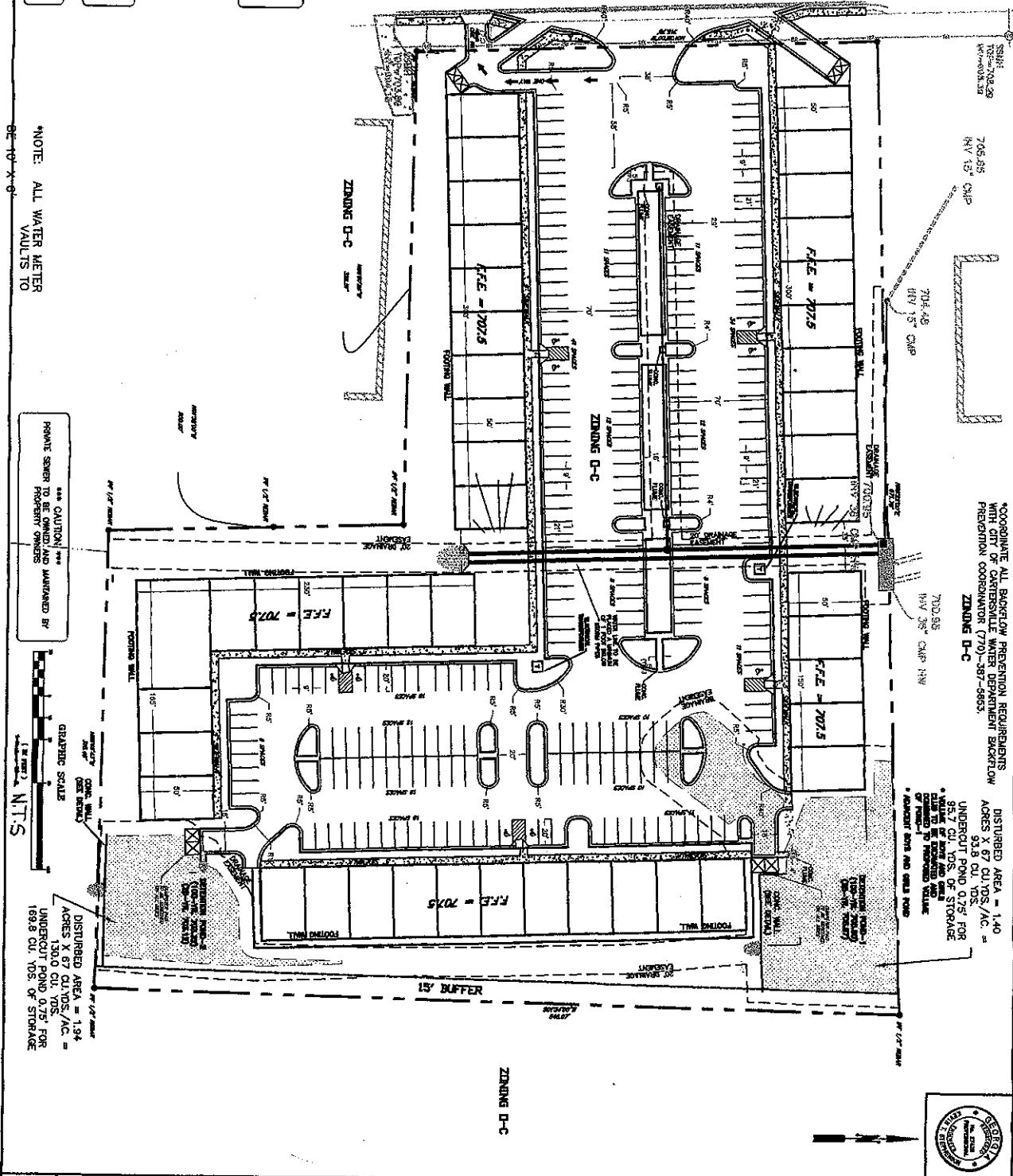
MAINTENANCE STATEMENT

THIS PLAN IS A PRELIMINARY DESIGN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CARTERSVILLE, GEORGIA, AND THE STATE OF GEORGIA, PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CARTERSVILLE, GEORGIA, AND THE STATE OF GEORGIA, PRIOR TO CONSTRUCTION.

EXISTING WATER STATEMENT

THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CARTERSVILLE, GEORGIA, AND THE STATE OF GEORGIA, PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CARTERSVILLE, GEORGIA, AND THE STATE OF GEORGIA, PRIOR TO CONSTRUCTION.

APPROXIMATE LOCATION OF 6" WATER LINE

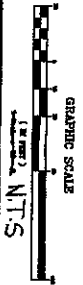


COORDINATE ALL BACKFLOW PREVENTION REQUIREMENTS WITH CITY OF CARTERSVILLE WATER DEPARTMENT BACKFLOW PREVENTION COORDINATOR (770)-367-9853.

DISTURBED AREA = 1.40 ACRES X 67 CU YDS./AC. = 93.8 CU YDS.
UNDERCUT POND 0.75' FOR 85.7 CU YDS. OF STORAGE
UNDERCUT POND 0.75' FOR 169.8 CU YDS. OF STORAGE

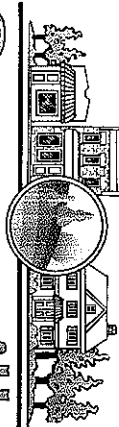
NOTE: ALL WATER METER VAULTS TO BE 10' X 6'

CAUTION: PRIVATE SEWER TO BE OWNED AND MAINTAINED BY PROPERTY OWNERS



DISTURBED AREA = 1.94 ACRES X 67 CU YDS./AC. = 130.0 CU YDS.
UNDERCUT POND 0.75' FOR 169.8 CU YDS. OF STORAGE

C3 SHEET	PROJECT # 090115	STAKING & UTILITY PLAN FOR: HENDERSON DRIVE LOCATED IN LAND LOT 594, 4th DISTRICT, 3rd SECTION CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA	OWNER/DEVELOPER: West End Commons LLC 24 HOUR COMMUNITY MARKET BERRY P.O. BOX 281002 CARTERSVILLE, GEORGIA 30120 PH: 770-542-9982	DATE 10/13/08	REVISION		 STEPHENSON ENGINEERING, INC. 1015 N. W. 10th Street, Suite 100 Cartersville, Georgia 30120 770-387-0077 FAX 770-387-0078
	DATE 9/31/08				REVISIONS FOR CITY COMMENTS		

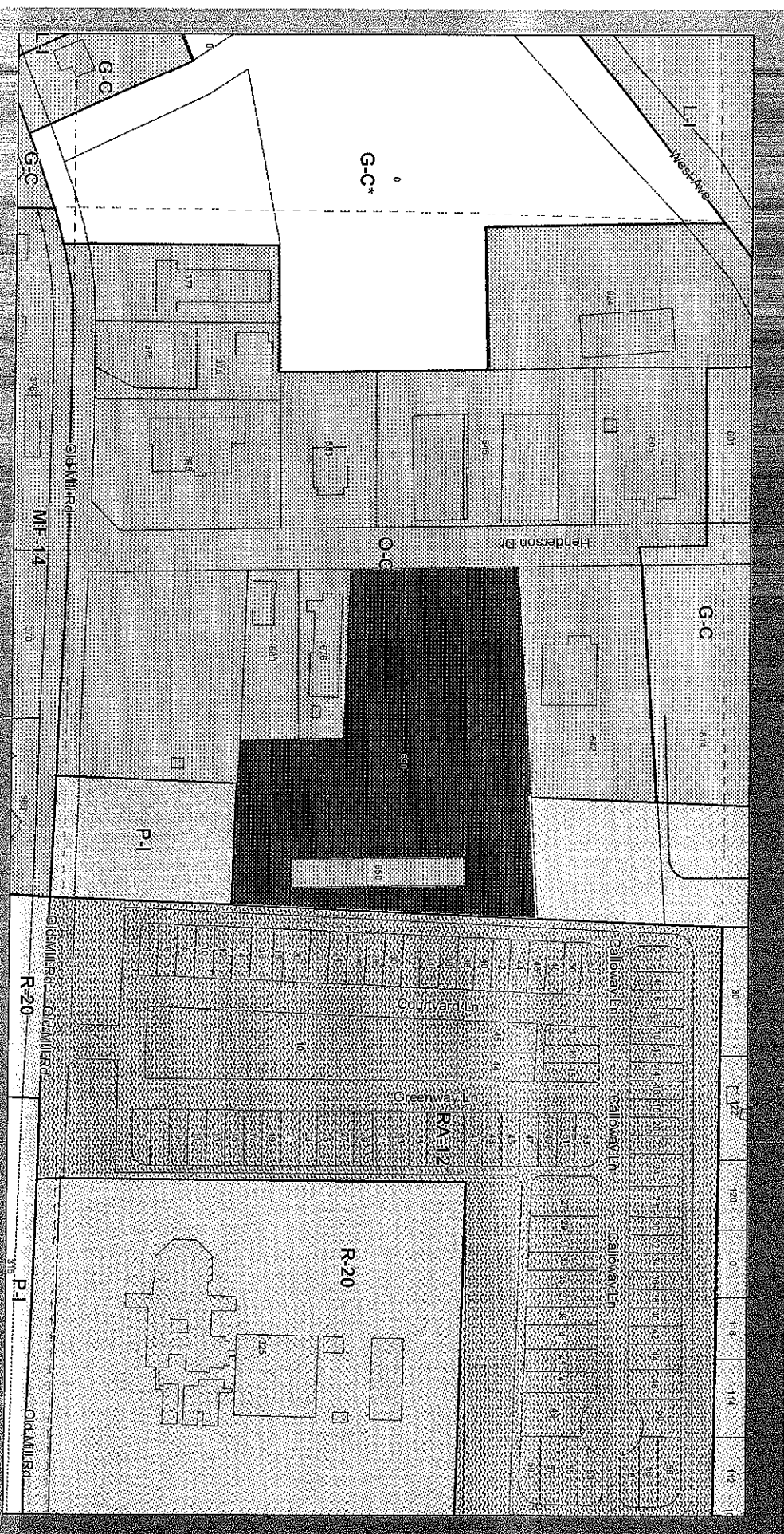


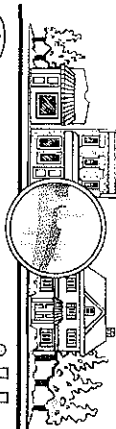
Cartersville

Be Chormed • Be Prosperous • Belong

650 Henderson Dr Special Use case SU15-01

Item # 5

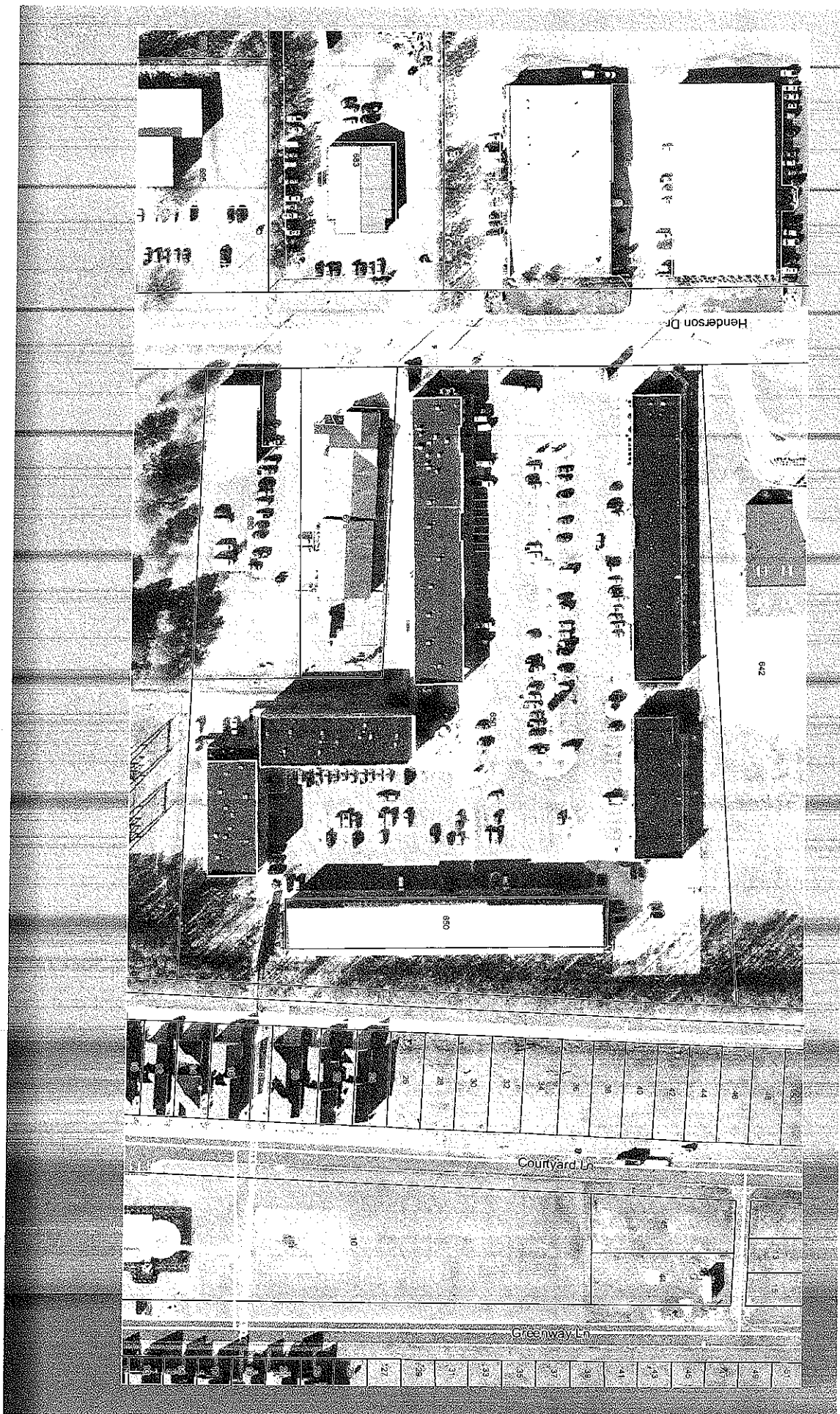


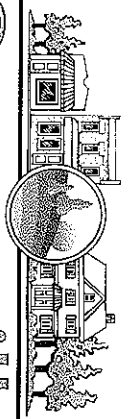


Be Chormed • Be Prosperous • Belong

650 Henderson Dr Special Use case SU15-01

Item # 5



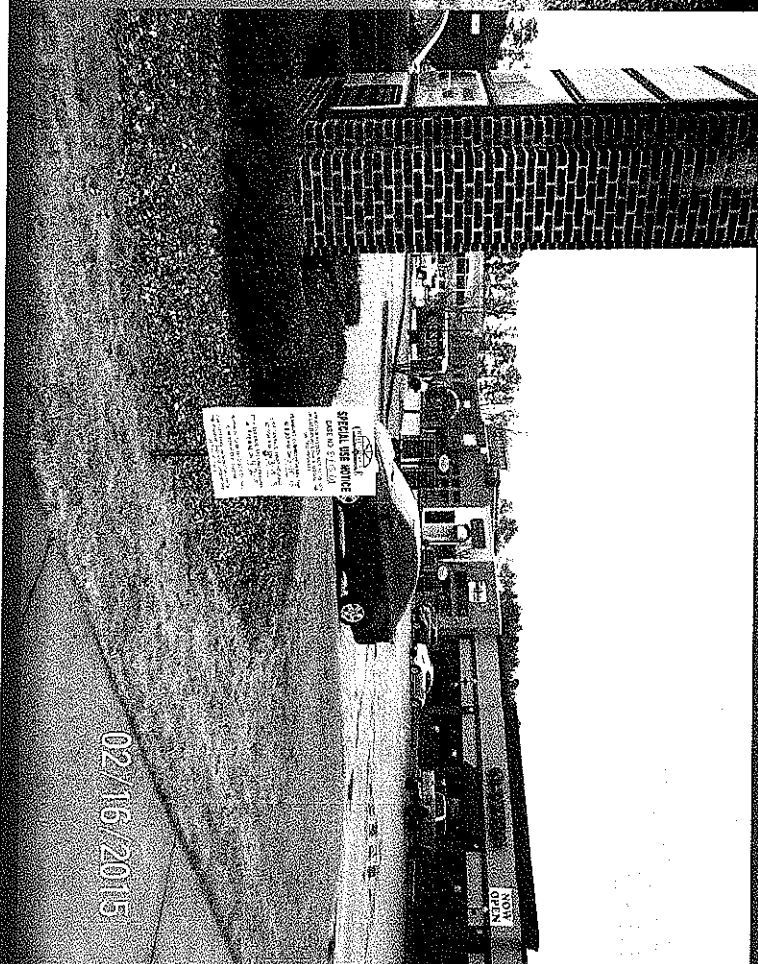


Cartersville

Be Charming • Be Prosperous • Belong

650 Henderson Dr Special Use case SU15-01

Item # 5



02/16/2015



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 # **SU15-01**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

West End Commons (Randy Berrey) has made a special use request on the following property: Approximately 8 acres located at 650 Henderson Drive in Land Lot 594, 4th District, 3rd Section, to allow apartments and condos above, below, or behind commercial in the same building.

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
3/19/2015 7:00:00 PM

File ZMA15-01 Zoning Map Amendment by City of Cartersville to re-adopt the Official Zoning Map (50)

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Case ZMA15-01 is an application by the City of Cartersville to re-adopt the Official Zoning Map. This process will update the map to show changes in zoning for properties that have occurred since the map was last adopted in 2014. Planning Commission recommended Approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

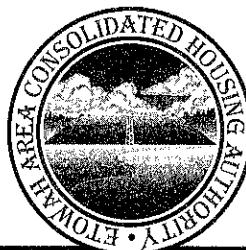


City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM
Etowah Area Consolidated Housing Authority (51-52)

SubCategory:	Appointments
Department Name:	
Department Summary Recommendation:	Philya Gray, Executive Director of the EHA, recommends the reappointments of Greg Frisbee and Eloise Jackson to the Etowah Area Consolidated Housing Authority. It is a five year term that will expire 4.1.2020.
City Manager's Remarks:	Your approval of these reappointments is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cartersville / Adairsville

Philya P. Gray
Executive Director

ETOWAH AREA CONSOLIDATED HOUSING AUTHORITY

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

March 3, 2015

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

Honorable Mayor Santini;

It is that time again to reappoint Commissioners whose terms are due to expire on April 1, 2015. The two coming up are Greg Frisbee and Eloise Jackson. I have spoken with both of them and their desire is to remain on our Board.

We have accomplished a great deal the past few years, and my belief is that it is best to keep those on the Board who have been here through the rough times and know what we need to get done.

If you have any questions, please do not hesitate to contact me ~ (770) 382-1414.

Sincerely,

Philya P. Gray
Executive Director

Item # 7





City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM
Bartow Court Juvenile Court (53-54)

SubCategory:	Resolutions
Department Name:	Parks and Recreation
Department Summary Recommendation:	I recommend the adoption of the resolution that provides a partnership with Bartow County Juvenile Court and City of Cartersville that will assist in the on-going effort to provide a positive environment for the youth of our community.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No. _____

**STATE OF GEORGIA
BARTOW COUNTY**

WHEREAS, the Cartersville City Council recognizes the importance of all youth in Cartersville and Bartow County and through a collaborative effort with Bartow County Juvenile Court, believe a positive impact can be made for our youth through the court's "SKORE" program, Supporting Kids On the Road to Excellence,

AND WHERE AS, Cartersville Parks and Recreation Department has always been an advocate for the betterment of all the youth in our community and will support the Bartow County Juvenile Court SKORE program,

AND WHEREAS, Judge Velma Tilly, has declared the City of Cartersville as a Juvenile Court Community Service Provider, and

AND THEREFORE, BE IT RESOLVED, that Bartow County Juvenile Court SKORE program has adopted "North Towne Park" as their community project to enhance the beauty of the park, by providing supervised youth for clean-up and pick-up in the park,

NOW, THEREFORE, BE IT FURTHER RESOLVED, that at the regular scheduled meeting of the Cartersville City Council, of Cartersville, Georgia held on this 19th day of March 2015, this resolution was adopted by a unanimously vote by Cartersville City Council.

CITY OF CARTERSVILLE, GEORGIA

**BY: _____
The Hon. Matthew J. Santini
Mayor, City of Cartersville**

Attest:

Connie Keeling, City Clerk



City of Cartersville

City Council Meeting

3/19/2015 7:00:00 PM

Amendment to ECG Intergovernmental Participant Contract (55-64)

SubCategory:	Contracts/Agreements
Department Name:	Electric Department
Department Summary Recommendation:	ECG is seeking to amend the Intergovernmental Participant Contract (IPC) with the participating cities by allowing ECG to restructure and reallocating services within ECG and to modify the methodology by which the cost are allocated to the users of these services. It takes a 75% approval of the amendment by the 52 participant cities before the IPC can be amended. The changes would have negligible impact on the existing services and the cost of the services provided by ECG to the City of Cartersville Electric Department. The Electric Department is recommending that council approve the recommended amendments to the Intergovernmental Participant Contract (IPC) as well as authorizing the Major to sign the Resolution approving the amendment.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	Keith Lovell has reviewed the Amendment, associated documents and the Resolution.
Associated Information:	

Draft 3/2/15

AMENDMENT NO. 1 TO INTERGOVERNMENTAL PARTICIPANT CONTRACT

This Amendment No. 1 to Intergovernmental Participant Contract (the “Amendment”), dated as of [June 30], 2015 (the “Effective Date”), by and among each of the 52 political subdivisions of the State of Georgia or other governmental bodies formed under the laws of the State of Georgia (each a “Participant,” and collectively, the “Participants”), which are “Participants” of Electric Cities of Georgia, Inc. (“ECG”) pursuant to ECG’s Bylaws (capitalized terms used herein but not defined shall have the meaning set forth in that certain Intergovernmental Participant Contract (the “Contract”), dated as of February 1, 2013, among the Participants);

WHEREAS, the Participants desire that certain amendments be made to the Contract respecting Distribution Engineering (DE) and Analytical (AN) Services, including moving Energy Services (ES) as a deliverable from the AN Service to the DE Service and modifying the methodology by which the share of DE and AN Annual Costs are allocated among the DE and AN Participants, respectively; and

WHEREAS, the Contract, pursuant to Section 403 thereof, may be amended with the written approval of 75% of the Participants that would be affected by such amendment (“Affected Participants”) using the weighted vote methodology set forth in such section;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the DE and AN Participants, the DE and AN Participants do hereby agree as follows:

1. DE Allocator Amendment. Exhibit A-2 is amended by deleting all paragraphs of the Exhibit after the heading “Detailed Description of Methodology for Allocation” and inserting in lieu thereof the paragraphs set forth under such heading in Revised Exhibit A-2 attached hereto (such amendment, the “DE Allocator Amendment”).

2. AN Allocator Amendment. Exhibit A-4 is amended by deleting all paragraphs of the Exhibit beginning with, and including, the first occurrence of the word “Additionally” therein and inserting in lieu thereof the paragraphs set forth under, and including, the heading “Detailed Description of Methodology for Allocation” in Revised Exhibit A-4 attached hereto (such amendment, the “AN Allocator Amendment”).

3. ES AN Amendment. Exhibit A-4 is amended by deleting all references to Energy Services, making corresponding changes and deleting the following language in its entirety (such amendments, collectively, the “ES AN Amendment”):

“Activities designed to provide a broad range of technical services to support the needs and concerns of the retail customers, including key accounts, small commercial and residential customers, and AN Participant owned facilities. Examples of the deliverables include energy audits, infrared scanning and energy efficiency programs.”

4. ES DE Amendment. Exhibit A-2 is amended by adding references to ES as a DE Service deliverable provided for in such exhibit, making corresponding changes and adding the following language to the end of the first sentence thereof (such amendments, collectively, the “ES DE Amendment”):

“and activities designed to provide a broad range of technical services to support the needs and concerns of the retail customers, including key accounts, small commercial and residential customers, and DE Participant owned facilities. Examples of the deliverables include energy audits, infrared scanning and energy efficiency programs.”

5. Independence of Amendment Decisions. The Participants desire that the AN Allocator Amendment be voted on independently of other amendments provided for herein, but that neither the DE Allocator Amendment, the ES AN Amendment nor the ES DE Amendment shall take effect unless all three such amendments are approved and become effective.

6. Voting Procedures to Evidence Approval of Amendments. In order to properly administer the approval voting process provided for in Section 403 of the Contract, there shall be a signature page hereto for each AN and DE Participant and each such page shall list each such Participant’s applicable weighted vote as an AN Participant, DE Participant or both and provide a method for each such Participant to indicate (a) whether or not the AN Allocator Amendment is approved, and (b) collectively, whether or not the DE Allocator Amendment, the ES AN Amendment and the ES DE Amendment are approved. On or about [June 1], 2015, ECG, with advice of counsel, shall determine if all or any of the amendments provided for herein have received sufficient indications of approval by the AN Participants or DE Participants, as applicable. Upon approval of any or all such amendments, ECG shall finalize Revised Exhibit A-2, Revised Exhibit A-4 or both in accordance herewith and provide copies thereof to Participants along with a summary of the outcome of the voting process described herein. Assuming that the Amendment is approved by a sufficient aggregate weighted vote of the Affected Participants as determined by ECG, the Amendment shall take effect as of July 1, 2015.

7. The Contract Remains in Full Force and Effect. Except as specifically set forth in this Amendment, the terms and provisions of the Contract, as previously amended, and the Contract as a whole, remain in full force and effect.

8. Counterparts. This Amendment may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.

IN WITNESS WHEREOF, each AN and DE Participant executing this Amendment has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by such Participants to each other, through their instrumentality ECG, is hereby acknowledged, all as of the day and year first above written.

[Signature Pages Begin on Next Page]

PARTICIPANT: City of Cartersville, Georgia

See attached Weighted Voting Percentages by Participant

Check the Blank Below to Approve the Indicated Amendment

<u> X </u>	AN Allocator Amendment
<u> X </u>	Collectively, the DE Allocator Amendment, the ES AN Amendment and the ES DE Amendment

Legal name:

CITY OF CARTERSVILLE, GEORGIA

By: _____

Print Name: Matthew Santini

Print Title: Mayor

Attest: _____

Print Name: Connie Keeling

Print Title: City Clerk

(SEAL)

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO
INTERGOVERNMENTAL
PARTICIPANT CONTRACT

RESOLUTION NO. _____**APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL PARTICIPANT CONTRACT AMONG ALL PARTICIPANTS RESPECTING PARTICIPATION IN ELECTRIC CITIES OF GEORGIA, INC.; AND FOR OTHER PURPOSES**

WHEREAS, all 52 political subdivisions or other governmental bodies owning or operating electric distribution systems in the State of Georgia (the "Participants"), including the City of Cartersville, Georgia (the "Participant"), caused to be formed Electric Cities of Georgia, Inc. ("ECG"), as successor to GMA's Electric Section, on September 2, 1992, in order to facilitate increased joint action among the Participants; and

WHEREAS, ECG is a Georgia nonprofit corporation under the Georgia Nonprofit Code, an instrumentality of the Participants under Section 115 of the Internal Revenue Code, and operates on a nonprofit basis on behalf of each of the Participants, having no purpose other than to benefit the Participants directly or through economies of scale, and all of its Annual Costs and benefits are shared and allocated among the Participants; and

WHEREAS, the 52 Participants have entered into an Intergovernmental Participant Contract, dated as of February 1, 2013 (the "Contract"), setting forth the terms of certain services to be provided by ECG on each of their behalf (the "Services"); and

WHEREAS, the Participants desire that certain amendments be made to the Contract respecting Distribution Engineering (DE) and Analytical (AN) Services, and the Contract, pursuant to Section 403 thereof, may be amended with the written approval of 75% of the Participants that would be affected by such amendment ("Affected Participants") using the weighted vote methodology set forth in such section;

NOW, THEREFORE, be it resolved by the governing body of the Participant in a meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

Section 1. The Participant hereby (1) approves each of the amendments provided for by that certain draft Amendment No. 1 to the Contract among the Participants in substantially the form attached hereto as Exhibit A (the "Amendment") and (2) approves and authorizes the execution and delivery of the Amendment. Such Amendment shall be executed by the Mayor (the "Authorized Official"), attested by the appropriate officer of the Participant, and shall have the Participant's seal affixed thereto, and shall be delivered to ECG on behalf of the other Participants. Execution of the Amendment as authorized herein shall be conclusive evidence of the Participant's approval thereof.

Section 2. The Participant hereby authorizes the Authorized Official and City Clerk or either of them, to take any further actions and execute and deliver any other documents necessary to carry out the purpose of this Resolution.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLVED this ____ day of _____, 2015.

CITY OF CARTERSVILLE, GEORGIA

[SEAL]

Attest:

By: Matthew Santini
Its: Mayor

By: Connie Keeling
Its: City Clerk

CLERK/SECRETARY'S CERTIFICATE

I, the undersigned Clerk of the City of Cartersville, Georgia (the "Participant"), DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a Resolution adopted by the Participant at an open public meeting duly and lawfully assembled in accordance with Official Code of Georgia Annotated Section 50-14-1, at which a quorum was present and acting throughout. The original of the Resolution has been duly recorded in the minute book of the Participant, which is in my custody and control.

WITNESS MY HAND this ____ day of _____, 2015.

(SEAL)

CITY OF CARTERSVILLE, GEORGIA

By: Connie Keeling
Its: Clerk

Draft 3/2/15

**Revised
Exhibit A-2**

Engineering and Energy Services (EES)

The Engineering and Energy Services (EES) Service includes providing engineering and design support to promote a predictable, efficient and economical delivery of electric service at the retail level and activities designed to provide a broad range of technical services to support the needs and concerns of the retail customers, including key accounts, small commercial and residential customers, and EES Participant owned facilities.

The Annual Costs for the EES Service ("EES Annual Costs") shall be allocated to each Participant confirming its agreement to receive such EES Service for a Fiscal Year (together, the "EES Participants") pursuant to the methodology set forth below. Over and under recoveries related to such Service shall be allocated on the same basis with no true up for the EES Participants average hours utilized during the applicable Fiscal Year.

Detailed Description of Methodology for Allocation

EES Annual Costs shall be allocated to each EES Participants based upon the percentage of each such EES Participant's rolling average hours of EES Service used during the immediately prior five calendar-year period divided by the total of all such average hours used by all EES Participants during such period; subject to the following allocation adjustments described below (the "Standard EES Allocation"):

Maximum Calculation

For each EES Participant with 0 – 500* retail electric customers, the allocation of EES Annual Costs to each such Participant shall not exceed 0.5 percent* of the aggregate EES Annual Costs.

For each EES Participant with greater than 500* but less than or equal to 1,020* retail electric customers, the allocation of EES Annual Costs to each such Participant shall not exceed 1 percent* of the aggregate EES Annual Costs.

For each EES Participant with greater than 1,020* retail electric customers, the allocation of EES Annual Costs shall be increased pro rata to account for the recovery of any EES Annual Costs not recovered due to the application of the adjustments provided for above.

* The ECG Board may adjust this annually as part of the Annual Budget process.

Calculation of Average Hours-Initial Year

EES Annual Costs during Fiscal Year 2016 shall be allocated to each EES Participant with the methodology variations set forth below to be calculated by ECG.

- a. Determine Participants actual DE hours used during calendar years 2010-2014.
- b. Replace the single highest annual DE actual hour figure with the average of the remaining years that are not equal to zero.
- c. Determine Participants actual ES hours used during calendar years 2010-2014 (excluding any hours related to the American Recovery and Reinvestment Act renewable and residential projects as applicable).
- d. Sum the DE and ES hours per year for each EES Participant and calculate Initial 5-year average

Fiscal Year 2016 Cost Allocation

For all EES Participants, the Fiscal Year 2016 Annual Cost (both Budget & Actual) shall be reduced or increased by 50% of the calculated increase/decrease of Annual Costs developed from the Standard EES Allocation compared to the Fiscal Year 2015 actual determined Annual Cost of DE plus an estimated 5-year historical average actual Annual Costs allocable to ES as calculated by ECG; provided that, to the extent that Fiscal Year 2016 Annual Cost exceeds actual Fiscal Year 2015 Annual Cost, such excess EES Annual Costs shall be allocated in accordance with the Standard EES Allocation applicable in all Fiscal Years.

Additional Components

ECG may add additional components to the EES Service from time to time.

Draft 3/2/15

**Revised
Exhibit A-4**

**Analytical
(AN)**

The Analytical ("AN") Service is an umbrella Service, including components formerly operated under the Services Contracts as Pricing and Sales Support and Major Accounts. Such services are now part of the AN Service offering and are described as follows:

- Activities designed to support and maintain the financial viability of Participant utility systems, including cost of service studies, retail rate design, assessment of power costs adjustments, analysis of inter-participant pricing transactions, comparative rate analysis, benchmarking and associated analysis and research.
- Activities designed to attract new major accounts and to improve relationships with existing major accounts, including customer choice proposals and key accounts programs.

Detailed Description of Methodology for Allocation

The Annual Costs for the AN Service ("AN Annual Costs") shall be allocated to each Participant confirming its agreement to receive such AN Service for a Fiscal Year (together, the "AN Participants") pursuant to the methodology set forth below. Over and under recoveries related to such AN Service shall be allocated on the same basis with no true up for the AN Participants average hours utilized during the applicable Fiscal Year.

AN Annual Costs shall be allocated to each AN Participant based upon the percentage of each such AN Participant's rolling average hours of AN Service used during the immediately prior five calendar-year period divided by the total of all such average hours used by all AN Participants during such period. [The initial five-year average for calendar years 2010 through 2014 shall exclude hours related to AN Services allocable to Energy Services.]

ECG may add additional components to the AN Service from time to time.

**Weighted Voting Percentages
For Amendment No. 1 to IPC**

City	AN Weighted Vote	DE Weighted Vote
Acworth	1.961	2.133
Adel	2.590	1.917
Albany	1.739	-
Barnesville	1.296	1.754
Blakely	2.035	1.665
Brinson	1.089	-
Buford	1.887	2.296
Cairo	1.887	2.224
Calhoun	2.109	-
Camilla	1.887	1.950
Cartersville	3.107	-
Chickamauga	-	-
College Park	1.629	-
Commerce	2.331	1.688
Covington	3.218	-
Crisp County Power	1.444	-
Dalton	-	-
Doerun	1.444	1.497
Douglas	3.218	2.657
East Point	3.588	3.991
Elberton	-	-
Ellaville	1.444	1.438
Fairburn	2.479	1.715
Fitzgerald	1.739	2.380
Forsyth	1.444	1.863
Fort Valley	1.739	2.260
Grantville	1.666	1.471
Griffin	2.627	3.715
Hampton	1.370	1.418
Hogansville	2.109	1.531
Jackson	1.074	1.588
LaFayette	1.739	2.133
LaGrange	2.109	-
Lawrenceville	-	3.130
Mansfield	1.074	-
Marietta	-	-
Monroe	3.034	2.267
Monticello	2.109	1.391
Moultrie	1.739	-
Newnan	1.222	-
Norcross	2.479	1.941
Oxford	1.237	1.445
Palmetto	1.887	1.535
Quitman	1.444	1.785
Sandersville	3.403	1.758
Sylvania	1.296	2.044
Sylvester	2.109	2.152
Thomaston	1.887	1.854
Thomasville	3.403	-
Washington	2.109	1.795
West Point	2.331	1.616
Whigham	1.237	-
Totals	93.998	69.997
75% requirement	70.499	52.498



City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM
Haigler Systems Architecture (65-69)

SubCategory:	Contracts/Agreements
Department Name:	DDA
Department Summary Recommendation:	The Downtown Development Authority of Cartersville Board of Directors has selected Jim Haigler of Haigler Systems Architecture to handle the architectural services of the pavilion to be built in Friendship Plaza. An agreement with Haigler Systems Architecture and the City of Cartersville is enclosed. DDA Manager will serve as Project Manager for the pavilion. City Attorney has reviewed the document, and your approval of the agreement is recommended.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

PROPOSAL/AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES

DATE: January 21, 2015

TO: Tara Currier
Downtown Development Authority
1 Friendship Plaza
Cartersville, GA 30120

FROM: Haigler Systems Architecture
26 East Church Street
Cartersville, GA 30120

01

Haigler Systems proposes to provide modified architectural services to design and produce adequate detailed documents for the Project Manager to construct a 20 foot by 30 foot Pavilion platform with structural and roof system that will blend with the 1854 Western Atlantic Train Depot to be located in Friendship Plaza in Downtown Cartersville, Georgia. Design will meet the requirements outlined in the Request for Proposal prepared by the DDA/Main Street Manager.

Haigler Systems will work with selected Project Manager to obtain certification from a Georgia Licensed structural engineer that the structure meets all structural standards including wind loads and uplift requirements. Architect will incorporate foundation and superstructure information supplied by selected structural engineer into final construction documents.

This proposal is based on conditions contained in A.I.A. Document B151, "Abbreviated Standard Form of Agreement Between Architect and Owner", 1997 edition, which is made a part of this proposal by reference. Modified Services proposed will include the following:

A. Schematic Design Phase

Prepare preliminary site plan, floor plan, and elevation studies and present drawings to Owner. Review plans and elevations and revise as required to meet Owner's program needs and requirements.

\$ 600.00

B. Design Development Phase

Based upon approved schematic design drawings, provide 3D perspective sketches to Owner. Add dimensions, and additional information to drawings to include basic structural, lighting and and electrical notations. Present plans to Owner for approval.

720.00

C. Construction Document Phase

Based on approved design development plans, prepare guideline construction documents in sufficient detail for Project Manager to be able to construct the Pavilion to include elevations, sections, foundation and framing plans and details. Add final electrical and lighting information and include options.
(Fire protection system not included)

960.00

D. Structural Engineering work required for the completion of this project will be provided and included in document set.

850.00 #
\$3,130.00 =

Proposed Fee for Modified Documents

The fee quoted above does not include services in Bidding Phase or Construction Administration Phase since the scope of work required in these phases varies depending on the contract conditions. If these services are requested and pre-approved by the Owner they will be handled as additional services on an hourly basis as later described in this proposal.

No Civil Engineering services, including but not limited to grading, drainage, landscaping, erosion control, storm water runoff management, etc., are included in this proposal. Haigler Systems will provide a footprint of the preliminary building layout to the Civil Engineer and will assist in the coordination if this portion of service is required.

The Owner agrees, to the fullest extent allowed by law, that Haigler System's total liability to the Owner or any other parties for any and all injuries, claims, losses, expenses, or damages arising out of this agreement shall not exceed the total amount of the fee paid to Haigler Systems or \$5,000, whichever is greater.

Payments for services rendered will be as follows:

1. An initial payment of \$ 310.00 will be due upon the execution of this agreement and will be credited to the Construction Document Phase.
2. The work performed in each phase of the work will be billed upon the approval of that phase by the Owner and will be due within 10 days of receipt of Invoice.
3. If services are terminated prior to the completion of all the phases above, the initial payment will be credited toward payment of the last phase done.

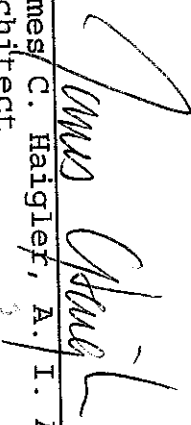
Additional services requested and pre-approved by the Owner will be billed at the following rates:

Principal Architect	\$120.00 per hour
Associate Architect	80.00 per hour
Intern Architect	55.00 per hour
CADD Technician	40.00 per hour

I look forward to working with you on this project and if you have any questions, please do not hesitate to call.

Respectfully submitted,

Item # 10


James C. Haigler, A. I. A. Date: 03/13/2015
Architect
dba Haigler Systems

See Attachment "A" for additional conditions and signatures.

CITY's Project Manager and their Duties and Responsibilities. The Owner shall provide a designated staff person by which the Architect shall answer directly to. The City's Designated Project Manager to oversee the work of Haigler Systems Architecture shall be the Downtown Development Authority (DDA) Manager and all communications from the CITY shall be made through the DDA Manager. Unless otherwise stated herein, no Modification to the Contract shall be made without the written approval of the City of Cartersville City Council. The CITY shall communicate with Haigler Systems Architecture only through the DDA Manager.

Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

Immigration Reform Compliance Requirement. During the entire duration of this Agreement, Haigler Systems Architecture must remain in compliance with Georgia Security and Immigration-1 Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Item #

Project Funding. The funding for this Agreement and the related costs associated with the construction of the Pavilion are paid for from Business Improvement District Funds. The DDA Manager will tract all expenses and ensure that proper documentation is submitted by Haigler Systems Architecture before payment is made.

Open Records Act. Haigler Systems Architecture acknowledges that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia Open Records Act (O.C.G.A. §50-18-70, et. Seq.). Haigler Systems Architecture shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

CITY OF CARTERSVILLE

Attest:

/s/_____
Mayor

City Clerk, Connie Keeling

DOWNTOWN DEVELOPMENT AUTHORITY OF CARTERSVILLE

/s/_____
Board Chairman

DDA Board Member

DDA Board Member

DDA Board Member

DDA Board Member

DDA Board Member

DDA Board Member



City of Cartersville

City Council Meeting

3/19/2015 7:00:00 PM

Admiral Insurance Company Release of Liability (70-72)

SubCategory:	Contracts/Agreements
Department Name:	Fiber
Department Summary Recommendation:	In February of this year, C.H. Kirkpatrick & Sons damaged some city fiber while working on South Erwin Street. The damage resulted in city staff having to replace the damaged fiber at a cost of \$4,265.00. Before reimbursing the city, Admiral Insurance Company who insures C.H. Kirkpatrick & Sons has requested the attached release of all claims form be submitted. The release form has been reviewed by the City Attorney and I recommend approval of this item.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Claim #: C161371
Superintendent: Christine Leap

RELEASE OF ALL CLAIMS

For and in Consideration of the payment to City of Cartersville me/us of the sum of **Four Thousand two hundred sixty five dollars 00/100 (\$4265.00)**, and other good and valuable consideration, I/we, being of lawful age, have released and discharged, and by these presents do for myself/ourselves, my/our heirs, executors, administrators and assigns, release, acquit and forever discharge C.H. Kirkpatrick & Sons and Admiral Insurance Company and any and all other persons, firms and corporations of and from any and all actions, causes of action, claims or demands for damages, costs, loss of use, loss of services, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown personal injuries and death and property damage resulting or to result from an occurrence or accident that happened on or about **2/10/15 at or near South Erwin St & Thoroughbred Lane Cartersville GA.**

I/we hereby acknowledge and assume all risk, chance or hazard that the said damage may be or become permanent, progressive, greater, or more extensive than is now known, anticipated or expected. No promise or inducement which is not herein expressed has been made to me/us, and in executing this release I/we do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, doctor or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

I/we understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied.

I/we covenant and agree to satisfy any and all outstanding claims and liens of any nature whatsoever, including, without limitation, any public assistance or subrogated claims for property damages, debts or other obligations arising from the incident that is the subject of the claim or action, and/or any and all claims arising from any related property damage or other benefits received by claimant(s), and claimant(s) further covenant and agree to defend, and hold Admiral Insurance Company and its insured(s) C.H. Kirkpatrick & Sons harmless from and against all such liens, claims, demands, obligations, actions, causes of action, damages, costs and expenses, including, but not limited to, any and all liens or subrogation claims for any medical and/or property damage benefits paid or payable as a result of the alleged incident that is the subject of the claim and/or the resulting damages sustained by claimant(s).

This release contains the Entire Agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

Witness my/our hand and seal thisday of, 20__.

Caution: Read before signing

.....
City of Cartersville – Mayor Matt Santini

.....
Attest: City Clerk

Check payable to: City of Cartersville

STATE OF _____)
COUNTY OF _____)

Sworn to and subscribed before me the

_____ day of _____, 20 _____.

(Notary Public)

My commission expires on the

_____ day of _____, 20 _____.

SEAL



City of Cartersville

City Council Meeting

3/19/2015 7:00:00 PM

Automatic Aid Agreement between Cartersville Fire Dept. and Bartow County Fire Dept. (73-81)

SubCategory:	Contracts/Agreements
Department Name:	Fire
Department Summary Recommendation:	In 2000 The City of Cartersville and Bartow County entered into an automatic aid agreement for fire protection and emergency response. Since that time there have been revisions in 2004, 2006 and twice in 2007. This agreement is a summary of and replacement of the original agreement, all revisions to this point and includes current terminology as opposed to the original signing 15 years ago. The biggest change in the agreement concerns adding and deleting territory. Under the current agreements each street added or taken away must come before Mayor and Council and the Bartow County Commissioner. This is a very time consuming process and delay the ability to provide aid. Under the new agreement the GIS system will become the legal record of territories for both departments. This will be reviewed at a minimum of an annual basis by both Fire Chiefs and approved. This GIS system will also allow the direct entry of territory into the new Computer Aided Dispatch (CAD) system that is being installed with Bartow 911. This will provide more accurate response data and decrease confusion. This document has been reviewed by City and County Legal staff and all approve as written. Bartow County Commissioner Taylor approved this document in his regular session on 3/11/2015. We respectfully request your approval of the new Automatic Aid Agreement.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	Reviewed by Legal
Associated Information:	

This Agreement dated the 10th day of March, 2015, hereby amends and replaces the Agreement for Automatic Aid and First Responder entered into between the City of Cartersville and Bartow County during the year 2000 and all amendments and attachments since that point.

WITNESSETH

WHEREAS, the parties hereto have determined that it is in the best interests of their citizens to amend the original agreement by deleting it in its entirety and replacing it with the following.

WHEREAS, the County and City are contiguous; and,

WHEREAS, County and City each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, and first responder services; and,

WHEREAS, Automatic aid is defined by National Fire Protection Association (NFPA) standard 1142 - 3.3.2 (2012) as *a plan developed between two or more fire departments for immediate joint response on first alarms.*

WHEREAS, the County and City have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and first responder to the other party in the event of a fire or other local emergency, and to take part in joint training exercise, and, it is the desire of the signatories hereto to enter into this Agreement for automatic aid and first response, pursuant to the Official Code of the State of Georgia (OCGA), Title 25, Chapter 6 entitled Mutual Aid Resource Pacts, 2014.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

Paragraph 1.0 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the Bartow County Fire Chief and The Cartersville Fire Chief. This shall be reviewed at a minimum of an annual basis and agreed upon by both parties. Any changes shall be provided to Bartow 911 dispatch center and Geographic Information System (GIS) services for both Bartow County and City of Cartersville. The GIS data shall be the data of record that defines said districts in digital data and the master printed map. A copy of this map bearing the signatures of each Fire Chief shall be maintained at each perspective department's headquarters. Addendum A shall be attached and shall reflect the automatic aid response areas, street location and Interstate-75 response protocol at the time of execution of this document. As the documents indicated in this paragraph are updated, they shall be provided to the City and County Clerk, for inclusion with the original Agreement

Paragraph 1.1 In the event of any fire, rescue, disturbance, or other fire related local emergency occurs in the response district, the County and City shall furnish such fire suppression, prevention, protection, and rescue services as may be reasonable required to cope with such emergency, as part of the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Article 2. Levels of Aid and Training

Paragraph 2.0 The level of automatic and first response shall be determined by each Fire Department's procedures for responding to emergency calls. Non-emergency calls shall not be part of this automatic aid agreement. Non-Emergency alarms will be on a case by case basis as requested under a mutual aid format. Emergency vs non-emergency shall be defined by the following factors:

A) Level of information as obtained by Bartow County 911

B) Departmental definition of non-emergency or emergency type of alarms based upon common response protocol. Example including not limited to; Non-Emergency- public assist non distress, illegal burn no structure endangerment or blood pressure check, Emergency- structure fire, motor vehicle accident, cardiac arrest and / or

Paragraph 2.1 The parties shall participate in joint company training in accordance with requirements of Insurance Service Organization (ISO), Georgia Firefighters Standards and Training Council (GFSTC) and recommended practices of NFPA. This training is to insure standardization and philosophy to carry out the requirements of this agreement. Section 10.2 of this document is to be included in the training curriculum as a topic of learning. Both departments shall jointly set dates for their joint automatic aid in November of each year for the following year.

Article 3- Supervision and Investigation

Paragraph 3.0 The supervision of all incidents shall be handled using the incident command system and components of the National Response Framework including the National Incident Management System as needed. All incidents by design shall have the ability to escalate or de-escalate seamlessly.

Paragraph 3.1 Incident Command shall be established by first arriving unit. Transfer of command shall be done as dictated by other arriving units, size of incident and jurisdiction of incident. Official transfer of command shall be face to face and acknowledged via Bartow 911. Department providing aid may maintain command if requested by department receiving aid, once receiving aid department places units and manpower on scene.

Paragraph 3.2 Origin and cause investigations for all fires shall be the responsibility of the department who has legal jurisdiction where the fire occurred in accordance to OCGA 25-2-12.6 and 25-3-1.

Article 4 Liability

Paragraph 4.0 There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire of other immediate response emergency.

Paragraph 4.1 Every employee shall be deemed the agent of their regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.

Article 5 Compensation

Paragraph 5.0 In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following: Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act. The term "employee", as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Paragraph 5.1 Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.

Paragraph 5.2 Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.

Paragraph 5.3 Meals, lodging and other related expenses, which shall

include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

Paragraph 5.4 The Assisting Party shall maintain records and submit invoices for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

Article 7- Injuries to personnel

Paragraph 7.0 Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

Paragraph 7.1 This Agreement shall not be construed as, of deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Article 8 –Term of agreement

Paragraph 8.0 This Agreement shall commence on the later date of its approval by the Commissioner of Bartow County and its approval by the governing body of City of Cartersville in open meeting and shall continue until December 31, 2015. This agreement shall automatically be renewed by the parties on January 1, 2016 and for up to forty-nine years thereafter on January 1st unless and until such time as a written notice of termination or modification is received by either party within ninety (90) days of the expiration of the term of this agreement.

Paragraph 8.1 Nothing in this article shall preclude termination pursuant to Article 14.

Article 9 Dispatching

Paragraph 9.0 Once an alarm is received, and does not fall under the guidelines of 9.3, Bartow 911 will dispatch the department having jurisdiction's pre-assigned units first.

Paragraph 9.1 The dispatcher will then dispatch the Fire Department providing automatic aid and request them to respond to the alarm. Dispatcher shall state this is an Automatic Aid Alarm.

Paragraph 9.2 When dispatching apparatus to a location involving AUTOMATIC AID, the dispatcher will announce what AUTOMATIC AID is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

Paragraph 9.3 If an emergency rescue or medical response is required within an automatic aid territory then the closest station shall be dispatched. The Battalion Chief or Acting Office in Charge (AOIC) of the department having jurisdiction shall be notified of the alarm. They shall have the authority to dispatch additional available units or cancel request for aid. If the closest station providing automatic aid is not available, then the department having authority of jurisdiction shall be dispatched.

Paragraph 9.4 If a structure fire or alarm activation response is required, both departments shall be dispatched. The department providing automatic aid shall provide one engine company and the department receiving aid shall provide their standard response for such alarms.

Article 11 Communications

Paragraph 10.0 All on scene communications shall be done on a common channel / talk group that is accessible by all emergency fire responders on scene

Paragraph 10.1 All dispatching from Bartow 911 shall be done on respective departments designated dispatch channel / talk group.

Paragraph 10.2 Common language shall be used defined by NFPA as clear text. No ten (10) codes shall be used. This common language / terminology shall also be a basis

for and used during joint training.

Article 11 - Move up coverage of manpower and equipment

Paragraph 11.0 Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary of their own department to protect their own jurisdiction.

Article 12- Administration

Paragraph 12.0 It is agreed by each of the parties that for the purposes of liaison and administration, the Bartow County Fire Chief and the Cartersville Fire Chief shall be jointly responsible.

Article 13- Entire Agreement

Paragraph 13.0 This agreement shall constitute the entire agreement between the parties. This agreement allows for and requires an annual review by both Fire Chiefs and modification on territory as deemed necessary to provide efficient protection. No other modifications shall be binding upon the parties unless evidenced by a subsequent written agreement by the County and City.

Article 14 - Termination

Paragraph 14.0 Either party to this agreement may terminate the Agreement by giving not less than ninety (90) days written notice to the other party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

Article 15- Severability of Terms

Paragraph 15.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

Article 16- Governing Law

Paragraph 16.0 This agreement shall govern in all respects as to the validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

IN WITNESS WEREOF, the parties hereof and hereto set their hands and seals.

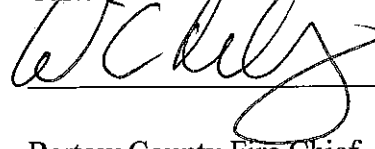
Reviewed by and Submitted by for Approval:

Date: 3/10/2015

_____

Cartersville Fire Chief

Date: 3/10/2015

_____
Bartow County Fire Chief

This _____ day of _____, 2015

CITY OF CARTERSVILLE

Mayor, Matt Santini

City Clerk, Connie Keeling

This _____ day of _____, 2015

BARTOW COUNTY, GEORGIA

Commissioner, Steve Taylor

County Clerk, Kathy Gill



City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM

Amendment to the Intergovernmental Agreement for the Collection of Ad Valorem Taxes with Bartow County (82-84)

SubCategory:	Contracts/Agreements
Department Name:	Finance
Department Summary Recommendation:	This amendment is to change the way the City pays for the collection of ad valorem taxes with Bartow County. Under the current intergovernmental agreement, the City pays the Tax Commissioner \$2.00 per parcel billed and Bartow County \$2.00 per parcel billed for the collection of said taxes. The amendment is structured for all of the compensation (\$4.00 per parcel billed) for tax collections to be paid to Bartow County. Bartow County will, in turn, pay the Tax Commissioner his/her \$2.00 per parcel billed. The amendment will begin with the 2015 tax billing and continue while the Amendment is in force. The Tax Commissioner has approved the amendment. The city attorney has reviewed the document and finds no issues with it. I recommend your approval on the amendment to the intergovernmental agreement for the collection of ad valorem taxes with Bartow County.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	n/a
Legal:	
Associated Information:	

STATE OF GEORGIA
COUNTY OF BARTOW

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT FOR THE
COLLECTION OF AD VALOREM TAXES
Between
CITY OF CARTERSVILLE AND BARTOW COUNTY

This Amendment to the Intergovernmental Agreement is to be effective the 1st day of March, 2015 by and between the CITY OF CARTERSVILLE, GEORGIA, hereinafter referred to as "the City," and BARTOW COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "the County," all hereinafter collectively referred to as "The Parties."

Item # 13

WITNESSETH:

WHEREAS, Bartow County and the City previously entered into an Intergovernmental Agreement pursuant to O.C.G.A. 48-5-359.1(a) dated January 1, 2013, relating to collection of municipal taxes and compensation to the Tax Commissioner of Bartow County for said services; and

WHEREAS, the parties desire to amend said Intergovernmental Agreement to provide for all compensation for said services to be paid to Bartow County rather than personally to the Tax Commissioner, who shall instead receive additional compensation from Bartow County; and

WHEREAS, this Agreement is approved and consented to by Steve Stewart in his official capacity as Tax Commissioner of Bartow County, Georgia;

NOW THEREFORE, the Intergovernmental Agreement is amended by deleting existing section 3. "Compensation" and replacing it with the following:

3. COMPENSATION

In order to substantially reimburse County for the cost of providing the services set forth in Paragraph 2 hereof, the City shall pay to the county a sum of money equal to \$4.00 times each parcel of real estate and each bill of personalty for which a tax bill is issued by the Tax Commissioner. The City shall not pay any compensation directly to the Tax Commissioner, who shall instead be compensated by Bartow County.

All payments required by the above paragraph shall be paid to the County for the purposes of collecting 2015 city taxes and for each successive year in which the Agreement remains in force. The City shall pay the County within no more than thirty (30) days of the date of approval of the tax digest by the State Revenue Commissioner for the purposes of collecting 2015 city taxes and on each successive year in which the Contract remains in force.

This Amendment may be separately ratified by the Parties and may be executed on multiple originals.

IN WITNESS WHEREOF, the Parties have caused their respective names and seals to be hereunto affixed on the day and year first above written.

CITY OF CARTERSVILLE, GEORGIA

BY: MATTHEW J. SANTINI, MAYOR

ATTEST: _____
City Clerk

BARTOW COUNTY, GEORGIA

BY: STEVE TAYLOR, COMMISSIONER

ATTEST: _____
KATHY GILL, CLERK

APPROVED AND CONSENTED TO BY:
BARTOW COUNTY TAX COMMISSIONER

STEVE STEWART

Item # 13



City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM
Replaement of In-Car Computers (85-86)

SubCategory:	Bid Award/Purchases
Department Name:	Police
Department Summary Recommendation:	As you are aware, the Police Department has used in-car computers for several years. The first models were simple laptops followed by the current Data Lux brand. These computers have been in service for more that twelve years. Our IT Specialist has advised that now is the appropriate time to replace these units. The current units are incapable of being up-graded in either hardware or software and operate on the Windows XP system which is no longer supported by Microsoft. We have evaluated other manufacturer and presently have a test model in operation in a patrol unit. This model has performed without fail and is capable of operating using the various programs we currently use, and will operate using the County-wide New World RMS, should it be implemented. Based on the recommendation of the IT Specialist, the Police Department is requesting the authorization to purchase thirty (35) Motion R12 17 8GB, 128G SSD with Windows from CDW-Government @ a total cost of \$127,330.00. This item is crucial to the operation of the Police Department. This purchase will include all mounting hardware and connectors. The units will be installed by our IT Specialist and purchase through our IT Department. This purchase will be paid for from asset forfeiture funds (DEA), there are funds available for this purchase. E-Verify and SAVE are on file. Your approval is respectfully requested.
City Manager's Remarks:	Your approval of this bid is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FZFR321	12285474	3/4/2015

BILL TO:
 CARTERSVILLE POLICE DEPT
 PO BOX 1390

SHIP TO:
 CARTERSVILLE POLICE DEPT
 Attention To: TJ LEFFEW
 195 CASSVILLE RD

Accounts Payable
 CARTERSVILLE, GA 30120-1390

CARTERSVILLE, GA 30120
 Contact: TJ LEFFEW 770.607.6197

Customer Phone #770.607.6197

Customer P.O. # MOTION QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ROB SULLIVAN 866.245.8105		UPS Ground (2- 3 Day)	Net 30 Days-Govt State/Local	008004528
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
35	3302562	MOTION R12 I7 8GB 128G SSD WIN 7 Mfg#: RD3A3A2A2A2B Contract: National IPA Technology Solutions 130733	2,530.00	88,550.00
35	3303171	MOTION 12V ADAPTER Mfg#: 601.532.02 Contract: National IPA Technology Solutions 130733	94.00	3,290.00
35	3302587	MOTION R12 5YR STD WTY 3-YR TO 5-YR Mfg#: 910.900.02 Contract: National IPA Technology Solutions 130733	324.00	11,340.00
35	3368356	MOTION R12 SERIES SECURE MOBILE DOCK Mfg#: 510.057.01 Contract: National IPA Technology Solutions 130733	500.00	17,500.00
35	2933542	MS OFFICE HOME AND BUS 2013 32/64 Mfg#: T5D-01575 Contract: National IPA Technology Solutions 130733	190.00	6,650.00
SUBTOTAL				127,330.00
FREIGHT				0.00
TAX				0.00

US Currency

TOTAL ♦ 127,330.00

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 312.705.9405

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM
Body Cameras for Police Dept. (87-93)

SubCategory:	Bid Award/Purchases
Department Name:	Police
Department Summary Recommendation:	As you are aware, the Police Department has been reviewing the purchase and implementation of body cameras, in light of recent incidents of police misconduct. While there are several makes on the market, I have chosen to review the various makes based, not on cost, but the following critical factors: usability for the Officers, battery life, image quality, and data download process, compatibility with current servers, data storage requirements and durability in the field. While the market has a wide range of prices, I am convinced that the factors stated above are most important. None the less, cost was a crucial factor in evaluation. Our IT Specialist has researched several makes for use and compatibility, therefore this request is based, in large part, on his findings. The Department has field tested several products from various manufacturers. I am requesting approval of the Digital Ally body cameras systems and docking stations, as the best bid, at a cost of \$53,090.00. This particular make will integrate well with our current software used to manage in-car videos, should provide the quality of service with a reasonable service life and not create an excessive burden on the officers relative to the equipment they wear. As the use of additional recording devices creates a greater load for the storage server, I am requesting to include additional video storage, at a cost of \$1,000.00. The total cost for this project will be an amount not to exceed \$55,000.00. This purchase will be made with available asset forfeiture (DEA) funds. E-Verify and SAVE documents are on file. Your approval for this expenditure is respectfully requested.
City Manager's Remarks:	Your approval of this bid award is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Quote	QUO-09881-R7Y6C9
Date	3/2/2015
Page	1

9705 Loiret Blvd.
Lenexa, KS 66219

Customer:

Cartersville Police Department TJ Leffew 195 Cassville Rd Cartersville, GA 30120

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
CARGA2	DB2	FEDERAL EXPRESS		Jamie Crouss	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
40	001-00212-11	FirstVu HD System (Chest Camera 11")	\$795.00	\$0.00		\$31,800.00
40	001-0950-00	VuLink, Standard Kit	\$495.00	\$50.00	\$2,000.00	\$17,800.00
1	001-0960-LOCAL	Kit, 1st VU HD Charging Dock	\$2995.00	\$0.00		\$2,995.00

Notes:

—FirstVu HD & VuLink Bundle Pricing

Total Discount	\$2,000.00
Subtotal	\$52,595.00
Misc	
Tax	\$0.00
Freight	\$495.00
Total	\$53,090.00

Thank you for your interest!

If you would like to place an order, please contact Digital Ally or your local rep.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any



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invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.

3.Security Interest. Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as Digital Ally may reasonably request in order to protect Digital Ally's security interest in the goods, including the filing of financing statements that Digital Ally may deem necessary to perfect its security interest.

4.Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

5.Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Lenexa, KS.

6.Force Majeure. Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES FROM ANY DELAY WHATSOEVER.

7. Limitation of Liability. You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT

8. Warranty; Limitations on Remedies. Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

9. Indemnity. You will defend Digital Ally, its managers, agents, employees, successors and assigns, (collectively, the "Indemnified Parties"), and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

10. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

11.Acceptance; Claims for Shortage or Error. Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally
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will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for delivery damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt of goods.

12. Compliance with Laws. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under these Terms ("Products"). You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. Prevailing Party's Attorneys' Fees. In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

15. Cancelled Orders and/or Returns. All cancelled orders and/or product returns may be subject to a 20% restocking fee.

VuVault System Requirements

This is a quick reference guide to qualify on site machines for VuVault compatibility. These include specifications for minimum requirements and recommended machines. Our minimum requirements are higher on VuVault versus VideoManager to avoid issues for now and future released features to the program. **Computers that do not meet these requirements in many cases will work however we cannot guarantee stability or performance and will not support related issues.**

Standalone Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify customer)
- DVD+/- RW Drive



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- Intel® HD4000 chipset or comparable video card
- 100Mb Network Connection
- USB 2.0 CF/SD Card Reader

Recommended Specifications

- Intel® i-Series Quad Core Processor (2.0Ghz or higher)
- 8GB RAM
- Windows 7 Professional Operating System (64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer)
- DVD +/- RW Drive
- Nvidia® GeForce 8800GS or comparable video card
- Gigabit Network Connection
- SanDisk USB 2.0 CF/SD Card Reader

Server Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.4Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit) or Windows Server 2008
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Quad Core Processor (3.00Ghz or higher)
- 8GB RAM
- Windows Server 2008 R2
- 250GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- Gigabit Network Connection

Client/Viewer Software

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 2GB RAM
- Windows XP Service Pack 3 or Windows 7 Pro (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Intel® HD4000 chipset or comparable video card
- USB 2.0 CF/SD Card Reader
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Dual Core Processor (3.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional (64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Nvidia® GeForce 8800GS or comparable video card
- SanDisk USB 2.0 CF/SD Card Reader
- Gigabit Network Connection

Wireless Requirements and Recommendations

Minimum Requirements



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- Dedicated Outdoor Business Class Wireless Access Point (802.11n & 2.4Ghz)
- 5 cars transferring simultaneously per Access Point
- WPA-PSK w/TKIP Encryption (WPA2-PSK w/AES preferred)
- DHCP Component (Can be integrated to AP or external)

Recommended Model Access Points

- DLINK DAP-3520
- Ubiquiti UniFi Outdoor
- Cisco Aironet 1300 Outdoor

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Jamie Crouss

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

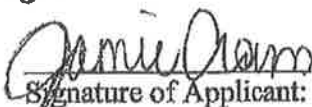
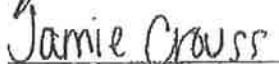
Digital Ally, Inc.

[Name of business, corporation, partnership]

1) x I am a United States citizen

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

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

 - 3/4/2015
 Signature of Applicant: Date

 Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

 4 DAY OF March, 20 16

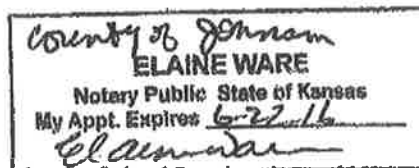
Elaine Ware

Notary Public

My Commission Expires: 6-22-16

*

Alien Registration number for non-citizens



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



City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM
WRS Benefits Invoice (Actuary) (94-95)

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The city has received an invoice from WRS (Weeks Retirement Solutions, LLC) in the amount of \$8,800 for worked performed on the annual GASB 45 (OPEB) valuation. This report is completed on an annual basis. I recommend that the invoice to WRS in the amount of \$8,800 be approved for payment.
City Manager's Remarks:	Your approval of this payment is recommended.
Financial/Budget Certification:	This is a budget item to be charged to 100-1510-52-1400 Audit Expense.
Legal:	
Associated Information:	E-Verify forms are on file.

WRS

EIN: 20-2840995

January 30, 2015

Invoice # 5700

TO: City of Cartersville
One N. Erwin Street
Cartersville, GA 30120

ATTENTION: Mr. Dan Porta
Assistant City Manager

Item # 16

1. GASB 45 FY 2015 Valuation

8,800.00

IN ALL: \$8,800.00



City of Cartersville

City Council Meeting
3/19/2015 7:00:00 PM
January 2015 (96-100)

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

MONTHLY SUMMARY

As of January 31, 2015

LT # wa11

		FY 2013 - 14 MONTH OF January-14	FY 2014 - 15 MONTH OF January-15	FY 2013 - 14 Year to Date January-14	FY 2014 - 15 Year to Date January-15	100.00% OF BUDGET (Year to Date)
GENERAL FUND excluding SPLOST, DBA & School System Property Tax Revenue & Expenditures						
REVENUE	\$1,399,900	\$1,674,423	\$13,588,514	\$14,543,086	60.13%	
EXPENDITURE	\$1,503,544	\$1,720,605	\$14,892,382	\$13,905,758	57.50%	
Gen. Fund Net Profit (Loss)	(\$103,644)	(\$46,182)	(\$1,303,868)	\$637,328		
WATER & SEWER						
REVENUE	\$1,089,571	\$1,192,047	\$8,121,455	\$9,120,914	59.33%	
EXPENDITURE	\$1,526,593	\$1,078,006	\$9,082,502	\$7,837,113	50.98%	
Wtr. & Swr. Fund Net Profit (Loss)	(\$437,022)	\$114,041	(\$961,047)	\$1,283,801		
GAS						
REVENUE	\$3,162,289	\$2,927,954	\$12,612,189	\$12,975,304	48.47%	
EXPENDITURES	\$2,494,071	\$2,014,183	\$13,153,407	\$13,583,532	50.74%	
Gas Fund Net Profit (Loss)	\$668,218	\$913,771	(\$541,218)	(\$608,228)		
ELECTRIC						
REVENUE	\$3,733,333	\$3,964,278	\$26,889,633	\$28,857,352	58.86%	
EXPENDITURES	\$2,975,750	\$3,699,952	\$25,803,751	\$27,848,658	56.80%	
Electric Fund Net Profit (Loss)	\$757,583	\$264,326	\$1,085,882	\$1,008,694		
STORMWATER						
REVENUE	\$115,648	\$172,949	\$808,085	\$834,695	50.74%	
EXPENDITURE	\$71,486	\$76,762	\$578,569	\$710,391	43.18%	
Stormwater Fund Net Profit (Loss)	\$44,162	\$96,187	\$229,516	\$124,304		
SOLID WASTE						
REVENUE	\$175,162	\$180,514	\$1,235,769	\$1,269,481	51.85%	
EXPENDITURE	\$156,949	\$150,761	\$1,320,141	\$1,275,094	52.08%	
Solid Waste Fund Net Profit (Loss)	\$18,213	\$29,753	(\$84,372)	(\$5,613)		
FIBER OPTICS						
REVENUE	\$147,308	\$151,835	\$1,006,069	\$1,085,663	59.00%	
EXPENDITURE	\$144,670	\$126,097	\$887,465	\$940,933	51.14%	
Fiber Fund Net Profit (Loss)	\$2,638	\$25,738	\$118,604	\$144,730		

	Description	1/31/2015	FY 2015 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$14,543,086	\$24,185,370	60.13%
	GO Bond Proceeds from School	\$1,261,100	\$1,477,500	85.35%
	Property Taxes-City Portion Only	\$1,279,137	\$1,545,245	82.78%
	Local Option Sales Tax (LOST)	\$2,315,925	\$3,549,240	65.25%
	Other Taxes	\$4,608,693	\$8,884,570	51.87%
	Building Permit & Inspection Fees	\$80,552	\$105,000	76.72%
	Fines and Forfeitures	\$373,614	\$800,000	46.70%
	Operating Transfers In-City Utilities	\$2,494,115	\$4,191,560	59.50%
	Other Revenues	\$2,129,950	\$3,632,255	58.64%
	Total Expenditures	\$13,905,758	\$24,185,370	57.50%
	Personnel Expenses	\$8,678,019	\$15,042,030	57.69%
	Operating Expenses	\$3,528,930	\$5,687,565	62.05%
	Capital Expenses	\$95,934	\$1,544,600	6.21%
	GO Bond Proceeds from School	\$1,261,100	\$1,455,475	86.65%
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$341,775	\$455,700	75.00%
Water & Sewer Fund	Total Revenues	\$7,928,867	\$15,373,335	51.58%
	Water Sales	\$4,846,080	\$8,738,000	55.46%
	Sewer Sales	\$2,789,409	\$5,164,500	54.01%
	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	\$293,378	\$510,000	57.53%
	Total Expenditures	\$6,759,107	\$15,373,335	43.97%
	Personnel Expenses	\$1,637,418	\$3,297,270	49.66%
	Operating Expenses	\$1,485,206	\$3,280,650	45.27%
	Capital Expenses	\$567,151	\$2,659,700	21.32%
	Transfer To General Fund	\$1,253,784	\$2,507,570	50.00%
	Debt Payments	\$1,815,548	\$3,628,145	50.04%
Gas Fund	Total Revenues	\$10,047,350	\$26,770,995	37.53%
	Gas Sales	\$9,271,920	\$24,240,945	38.25%
	Gas Commodity Charge	\$620,514	\$1,245,000	49.84%
	Bond Proceeds	\$0	\$600,000	0.00%
	Proceeds from Capital Leases	\$0	\$25,050	0.00%
	Other Revenues	\$154,916	\$660,000	23.47%
	Total Expenses	\$11,569,031	\$26,770,995	43.21%
	Personnel Expenses	\$888,171	\$1,895,055	46.87%
	Operating Expenses	\$590,483	\$924,615	63.86%
	Purchase of Natural Gas	\$8,472,691	\$19,119,800	44.31%
	Transfer to General Fund	\$1,535,412	\$3,524,825	43.56%
	Capital Expenses	\$82,274	\$1,306,700	6.30%

	Description	1/31/2015	FY 2015 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$24,893,054	\$49,027,080	50.77%
	Electric Sales	\$24,145,269	\$47,723,090	50.59%
	Other Revenues	\$747,785	\$1,303,990	57.35%
	Total Expenses	\$24,148,706	\$49,027,080	49.26%
	Personnel Expenses	\$1,091,646	\$2,193,005	49.78%
	Operating Expenses	\$603,079	\$1,349,175	44.70%
	Purchase of Electricity	\$20,702,013	\$42,022,965	49.26%
	Capital Expenses	\$311,649	\$581,295	53.61%
	Transfer to General Fund	\$1,440,319	\$2,880,640	50.00%
Stormwater Fund	Total Revenues	\$661,746	\$1,645,065	40.23%
	Stormwater Revenues	\$654,139	\$1,310,500	49.92%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$7,607	\$12,565	60.54%
	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	\$633,629	\$1,645,065	38.52%
	Personnel Expenses	\$282,086	\$651,235	43.32%
	Operating Expenses	\$286,980	\$541,830	52.96%
	Capital Expenses	\$64,563	\$452,000	14.28%
Solid Waste Fund	Total Revenues	\$1,088,967	\$2,448,375	44.48%
	Refuse Collections Revenues	\$1,058,790	\$2,158,175	49.06%
	Other Revenues	\$30,177	\$50,200	60.11%
	Proceeds From Capital Leases	\$0	\$240,000	0.00%
	Total Expenses	\$1,124,333	\$2,448,375	45.92%
	Personnel Expenses	\$495,958	\$1,088,660	45.56%
	Operating Expenses	\$628,375	\$1,119,715	56.12%
	Capital Expenses	\$0	\$240,000	0.00%
Fiber Optics Fund	Total Revenues	\$933,828	\$1,839,960	50.75%
	Fiber Optics Revenues	\$813,517	\$1,730,215	47.02%
	GIS Revenues	\$52,550	\$104,000	50.53%
	Other Revenues	\$67,761	\$5,745	1179.48%
	Total Expenses	\$814,836	\$1,839,960	44.29%
	Personnel Expenses	\$317,323	\$636,970	49.82%
	Operating Expenses	\$336,054	\$748,640	44.89%
	MEAG Telecom Statewide Pymt	\$114,168	\$228,335	0.00%
	Debt Payment to Electric Dept	\$0	\$83,015	0.00%
	Capital Expenses	\$47,291	\$143,000	33.07%

LT # 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
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Total Unrestricted Cash Balance	\$12,031,479.04
Total Restricted Cash Balance	\$63,355,559.04

Highlights for the Month of January 2015:

Unrestricted cash increased due to increases in water and sewer fund cash, stormwater fund cash, electric fund cash, and gas fund cash.

Restricted cash decreased due to a transfer from the water bond proceeds to reimburse the ware fund for project expenses and a decrease in the pension plan due to the down turn in the stock market.