



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall – 7:00
PM – 2/19/2015
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. February 5, 2015 (Pages 1-7)

[Attachments](#)

B. Presentations

1. Fiscal Year 2014 Audit Presentation (Page 8)

[Attachments](#)

C. First Reading of Ordinances

1. Amendment to Alcohol Ordinance (Pages 9-11)

[Attachments](#)

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

1. File T14-01: Text Amendment application by City of Cartersville to revise various sections of the Sign Ordinance. (Pages 12-17)

[Attachments](#)

2. File T14-02: Text Amendment application by City of Cartersville to revise the Nonconforming uses sections of the Zoning Ordinance. (Pages 18-23)

[Attachments](#)

E. Other

1. Natural Gas Association of Georgia Membership Dues (Pages 24-26)

[Attachments](#)

F. Contracts/Agreements

1. EPD – GEOS Database Subscriber Agreement (Pages 27-31)

[Attachments](#)

2. Pennant Construction, Inc. (Pages 32-41)

[Attachments](#)

G. Bid Award/Purchases

1. Vehicle for Fire Dept. (Pages 42-43)

[Attachments](#)

2. Senior Aquatic Center Pool-Pak Coil Replacement (Pages 44-48)

[Attachments](#)

H. Monthly Financial Statement

1. December 2014 (Pages 49-53)

[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
2/19/2015 7:00:00 PM
February 5, 2015

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

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

I. Opening Meeting

Invocation by Council Member Tate

Pledge of Allegiance led by Council Member Hodge

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

II. Regular Agenda

A. Council Meeting Minutes

1. January 22, 2015

A motion to approve the January 22, 2015 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

Mack Parnell, Field Representative for Congressman Barry Loudermilk came forward and addressed the Mayor and Council.

B. Resolutions

1. Time Change for Civic Youth Day April 2, 2015

Sam Grove, City Manager stated that this is an annual occurrence allowing the City Council to accommodate Civic Youth Day. This year Civic Youth Day is scheduled for April 2, 2015 so the time of the meeting is changed from 7 p.m. to 9 a.m. Mr. Grove recommended approval.

A motion to approve Resolution No. 04-15 was made by Council Member Hodge and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

Resolution No. 04-15

WHEREAS, The Mayor and City Council has determined that it is in the best interest of the City of Cartersville and its inhabitants and their general health, safety and welfare to reschedule the below referenced meeting of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 2nd day of April, 2015 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 2nd day of April, 2015 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this February 5, 2015

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

ATTEST:

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

C. Appointments

1. DDA Board

Tara Currier, DDA Director stated that the Cartersville Downtown Development Authority Board of Directors is requesting the reappointments of Nancy Jackson and Lara Jeanneret. Mrs. Currier stated that if reappointed the terms will expire February 18, 2019 and recommended approval.

A motion to approve the reappointments to the Downtown Development Authority Board of Directors was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

D. Contracts/Agreements

1. Main Street MOU with Department of Community Affairs

Tara Currier, DDA Director stated that the City of Cartersville has been a member of the Georgia Main Street Program since 1987. To remain in good standing of that program both the DDA Board and the City must sign a yearly Memorandum of Understanding with the Georgia Department of Community Affairs. The term of the agreement is for 2015 with an ending date of December 31, 2015 and Mrs. Currier recommended approval.

A motion to approve the Main Street MOU with Department of Community Affairs was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

E. Bid Award/Purchases

1. Installation of Guard Rail on North Erwin Street

Don Hassebrock, Electric Department Director stated that within the last five years the pole on North Erwin Street just north of Porter Street has been broken by drivers running off the road. These accidents have caused lengthy power outages as well as inconveniences to a significant amount of customers. Mr. Hassebrock stated that he had consulted with Tommy Sanders and the consensus is to install a guard rail in this area. Mr. Hassebrock stated that bids were received and recommended approval of the low bid from Martin Robbins Fence Co., Inc in the amount of \$7,996.75.

A motion to approve the low bid from Martin Robbins Fence Co., Inc. was made by Council Member Hodge and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

2. Email Archive

Dan Porta, Assistant City Manager stated that the current archiver is seven (7) years old and there are no more updates available for this appliance. Staff has solicited bids and has recommended the Barracuda Archiver 610 for \$20,112.30 including the first year of support. Mr. Porta recommended approval.

A motion to approve the purchase of the Barracuda Archiver 610 was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

3. Fiber Relocation Services

Dan Porta, Assistant City Manager stated that due to road construction being done on Highway 20, the Fiber Department must relocate 3,600 feet of city fiber. Mr. Porta recommended approval for this work to be done by Parker Systems, LLC at a cost of \$8,700.00.

A motion to approve the Fiber Relocation by Parker Systems, LLC was made by Council Member Pruitt and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

4. Self Contained Breathing Apparatus Bottles

Scott Carter, Fire Chief stated that currently the fire department has seventy one (71) air bottles that are due to be taken out of service by FY 2017-18. Chief Carter stated that in order to prevent this many bottles being replaced at one time he is replacing them in stages to stagger the expiration dates and recommended approval to purchase thirty (30) bottles from the low bidder

MES/Municipal Emergency Services, Inc. at a cost of \$885.00 each for a total of \$26,550.00.

A motion to approve the purchase of thirty (30) air bottles from MES/Municipal Emergency Services, Inc. was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

F. Change Order

1. Center Road 24-inch Gravity Sewer – Final Change Order

Bob Jones, Water and Sewer Superintendent stated that Phase I of the Center Road 24 inch Gravity Sewer Project is complete. As originally scoped, this project was not phased and included approximately 2,200 feet of 24-inch pipe replacement, however due to field conditions, regulatory changes and a desire to construct the line in such a manner to promote ease of future maintenance, approximately 1,200 feet of pipe is being omitted from the current phase. Mr. Jones stated that it is the intention of the department to redesign approximately 500 feet of the omitted line and finish the project in Phase II. Mr. Jones stated that the result of omitting the 1,200 feet of pipe is a reduction to the original contract in the amount of \$251,643.87. This change will result in a Phase I construction cost of \$166,611.74 and recommended approval.

A motion to approve final change order for Phase I was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

G. Easements

1. Easement Acquisition for Highway 20 Road Project

Bob Jones, Water and Sewer Superintendent stated that this easement pertains to the relocation of the City's 24 inch and 36 inch water mains along Highway 41 in support of DOT Road Improvements in that area. Mr. Jones stated that a total of three (3) separate easements which total 10,419 square feet are required from Edsel and Phillip Dean. Mr. Jones stated that Mr. Dean has agreed to accept the appraisal price of \$26,100.00 and recommended approval.

A motion to approve the easement purchase as presented was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

H. Discussion

1. RFP – Architect – Engineering – Design Services Park Facilities Improvements (This item was removed from the agenda)

I. Other

1. Visioning Retreat Summary. (This item was removed from the agenda)

Mayor Santini stated that there was one item to be added to the agenda. A motion to add

an item to the agenda was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

J. Added Item

1. HB170 Transportation Funding Act.

Sam Grove City Manager stated that this resolution pertains to legislation currently under consideration at the State. The three main components of HB 170 that would affect Georgia's local governments are (1) the removal of all local sales taxes on the sale of motor fuel and increase of state excise tax from 7.5 cents to 29.2 cents per gallon (2) will allow cities and counties to impose a 3 cent per gallon local motor fuel excise tax by action of the governing authority, (3) will allow cities and counties to impose an additional 3 cents per gallon local motor fuel excise tax by voter referendum. Mr. Grove stated that the impact to the City of Cartersville is a reduction of current SPLOST and LOST revenues in Cartersville by \$1,576,590.37 or 20.6% annually (based upon current revenue) and the financial impact of the addition of 3 cents and/or the additional 3 cents per gallon tax referendum is unknown. Mr. Grove recommended approval of this Resolution.

A motion to approve Resolution No. 03-15 was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Resolution No. 03-15

WHEREAS, the Joint Study Committee on Critical Transportation Infrastructure Funding will soon issue a report aimed at helping the State of Georgia raise additional revenue to address transportation needs;

WHEREAS, the Joint Study Committee may recommend a reduction to local governments in sales tax collected on the sale of motor fuel taxes for non-transportation purposes;

WHEREAS, in 2013, local governments in Georgia collected \$516 million in local sales taxes (LOST, SPLOST, ELOST, ESPLOST, HOST, MARTA and Atlanta's MOST) from the sales of motor fuel;

WHEREAS, if motor fuel is removed or exempted from local sales taxes, the Georgia Municipal Association estimates that Bartow County could lose approximately 12.2 million annually, including proceeds to the City of Cartersville, a municipal corporation of the State of Georgia and the City of Cartersville School System;

WHEREAS, in 2013, the total amount of SPLOST funds spent on transportation was \$746 million;

WHEREAS, any suggestion that Georgia's local governments are not making substantial investments toward transportation project is inaccurate;

WHEREAS, the Mayor and City Council urges the Joint Study Committee on Critical Infrastructure Funding and our local delegation to the Georgia General Assembly to strongly oppose any recommendation or measure to reduce allocation of sales tax funding to local governments.

NOW THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA HEREBY RESOLVES: We hereby urge the Joint Study Committee on Critical Infrastructure Funding and our local delegation to the Georgia General Assembly to strongly oppose any recommendation or measure to reduce allocation of sales tax funding to local governments. Let a copy of this resolution be forwarded to each member of the local delegation to the Georgia General Assembly.

ADOPTED this the 5th day of February 2015.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

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

Meeting Adjourned

/s/ _____

Matthew J. Santini

Mayor

ATTEST:

/s/ _____

Connie Keeling

City Clerk



City of Cartersville

City Council Meeting
2/19/2015 7:00:00 PM
Fiscal Year 2014 Audit Presentation

SubCategory:	Presentations
Department Name:	Finance
Department Summary Recommendation:	Tom Carmichael from Carr, Riggs, and Ingram, the city's external audit firm, will present a brief presentation on the FY 2014 audit and include the Comprehensive Annual Financial Report for the year ended June 30, 2014.
City Manager's Remarks:	Our auditors will present the report for last fiscal year under this item. Your acceptance of the report is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
2/19/2015 7:00:00 PM
Amendment to Alcohol Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	Currently Cigar Shops are allowed to obtain a pouring license for beer and wine. This amendment will also 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 this stipulation will not change. The Alcohol Control Board has reviewed this ordinance and recommended approval.
City Manager's Remarks:	This item is recommended for your approval by the Alcohol Control Board.
Financial/Budget Certification:	
Legal:	This ordinance was drafted by the City Attorney's Office.
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 4. 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, bongos, 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 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
2/19/2015 7:00:00 PM

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

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Text Amendment T14-01 is a proposal by City staff for changes to the Sign Ordinance. Staff has itemized changes based on implementation since the 2012 ordinance revision. Comparisons with Georgia cities have been made. Requests by businesses have been received. The City Attorney's office has reviewed the information. Planning Commission recommended approval.
City Manager's Remarks:	Planning Commission recommends this item for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 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 5th day of March 2015. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk

MEMO

To: Mayor & Council
 From: Randy Mannino and Richard Osborne
 Date: February 12, 2015
 Re: Text Amendment T14-01

City staff has itemized changes based on implementation since the 2012 ordinance revision. Comparisons with Georgia cities have been made. Requests by businesses have been received. The City Attorney's office has reviewed the information. Planning Commission recommended approval.

20-18 Definition of *Billboard*

It may be appropriate to clarify the definition of a billboard so that such signs can have no more than two sides. The only change is to add the following sentence: Such signs shall have no more than two faces.

20-18 Definition of *Sign*

It may be appropriate to clarify the definition of a sign so that all signs can have no more than two sides. The only change is to add the following sentence: All signs shall have no more than two faces.

20-18 Definition of *Zoning District DBD*

It may be appropriate to add a definition for the DBD district in the Sign Ordinance: Zoning district DBD. Designated area of the City of Cartersville as indicated on the Official Zoning Map of the City of Cartersville.

20-24 (B) (4) Flags or insignias, ground-based or roof-mounted

Currently, one ground-based temporary flag (also called pennant or feather flags) is allowed on each lot. When placed near roads, these signs could be distracting to traffic and pedestrian safety, and could negatively affect the look of a corridor. It may be appropriate to limit the location of these flags to within 25 feet of the main entrance but allow each business to have one (1) ground-based temporary flag for multi-tenant centers.

20-23 (A) (1) General Regulations - Animated illumination or effects, Electronic, and/or Flashing signs.

Regulations would not change – the following may be more easily understood by businesses and residents: 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.

20-25 (B) Electronic freestanding signs

Businesses have requested, for consistent implementation, that electronic freestanding signs (where allowed) change once every 10 seconds, rather than having some locations changing once every 10 seconds and some once per minute. Having consistent standards is similar to other comparable Georgia cities.

It may not be appropriate to allow multiple electronic freestanding signs on the same lot. The following would be added: No more than one (1) electronic freestanding sign may exist on a single lot. Research shows that it may not be appropriate to have electronic freestanding signs near single-family houses. The following would be added: No electronic freestanding sign may be located within 100 feet of a single-family residential dwelling.

20-26 (A) Wall signs area

Regulations would not change – the following may be more easily understood: 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.

20-27 (A) (6) DBD wall signs

Regulations would not change – the following may be more easily understood by businesses and residents:

- 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.



City of Cartersville

City Council Meeting
2/19/2015 7:00:00 PM

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

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Text Amendment T14-02 is a proposal by City staff for changes to the Zoning Ordinance related to Nonconforming uses. Based on 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 Nonconforming uses of structures and land. The City Attorney's office has prepared proposed changes to this section of the Zoning Ordinance. Planning Commission recommended approval.
City Manager's Remarks:	The Planning Commission recommends this ordinance for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Mayor & Council
From: Randy Mannino and Richard Osborne
Date: February 12, 2015
Re: Text Amendment T14-02

Text Amendment T14-02 is a proposal by City staff for changes to the Zoning Ordinance related to Nonconforming uses. Based on 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 Nonconforming uses of structures and land.

The City Attorney's office has prepared proposed changes to this section of the Zoning Ordinance. The proposed changes have been recommended for approval by the Planning Commission.

Ordinance No. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville that City of Cartersville Code of Ordinances, Chapter 26. Zoning, Article 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: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK

Ordinance No. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville that 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.”

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3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting

2/19/2015 7:00:00 PM

Natural Gas Association of Georgia Membership Dues

SubCategory:	Other
Department Name:	Gas Department
Department Summary Recommendation:	Recently Atlanta Gas Light, MGAG and several other gas systems have formed an association to promote the use of natural gas. We have been invited to join the association. I recommend approval of the \$5,000 annual dues.
City Manager's Remarks:	Your approval of this membership and related fee is recommended.
Financial/Budget Certification:	Although this is not a budgeted item, there are sufficient funds to cover the cost for this year.
Legal:	N/A
Associated Information:	



Natural Gas Association of Georgia

“Promoting the Safe, Direct Use of Natural Gas”

Membership Application

Membership Statement

Membership in the Natural Gas Association of Georgia is open to all public and private wholesale or retail natural gas service, distribution and transportation providers, marketers, and other persons who are interested in furthering the purposes and objectives of the Association and who are operating in the State of Georgia. The Mission of the Natural Gas Association of Georgia is to promote the safe, direct use of natural gas.

Membership Type

- ❖ Active Member
- ❖ Associate Member
- ❖ Honorary Member

Membership Dues

- | | | |
|--------------------|----------------|--|
| ❖ Active Member | | |
| i | Annual Dues: | \$5,000 |
| i | Project Costs: | Refer to Association By-Laws |
| i | Term: | Member may terminate membership at any time; dues are non-refundable |
| ❖ Associate Member | | |
| i | Annual Dues: | \$1,000 |
| i | Project Costs: | Voluntary |
| i | Term: | Member may terminate membership at any time; dues are non-refundable |

Membership Description

- ❖ Active Member: Active Membership in the Association is open to all public and private wholesale or retail natural gas service, distribution and transportation providers, marketers, and others associated with the delivery of natural gas service. Active Members of the Association shall be entitled to vote on matters submitted to the Membership by the Association's Board of Directors. Each Active Member shall be entitled to one vote. Membership voting matters shall include, but not be limited to, increases in aggregate annual dues, and general projects¹ with anticipated project costs.
- ❖ Associate Member: Associate Membership in the Association is open to all organizations that might not be eligible for Active Membership but are interested in furthering the purposes and functions of the Association. Only Active Members have voting rights but all Members, both Active and Associates, shall be entitled to be heard at any meeting of the Association through their appointed representatives.

¹ General projects are defined as activities of the Association expected to benefit the majority of the Membership and to be funded by a portion of annual dues.

Please Complete Applicant Form:

- Make Checks Payable: Natural Gas Association of Georgia
Mailing Address: 1201 West Peachtree Street, C/O Peter Floyd, Alston & Bird LLP
Atlanta, Georgia 30309

Founding Principles of the Association

- i Appliance energy decisions impact the quality of life for consumers, the “bottom-line” for businesses, and society in general
- i Appliance energy decisions based only on appliance efficiency ratings (point of use) can be misleading and result in higher energy use, higher operating costs, adversely impacting consumers and the environment
- i Appliance source energy ratings or full-fuel cycle considerations provide the most complete picture of appliance efficiency and the best basis for making appliance purchase decisions
- i In the State of Georgia, approximately three times more energy reaches the customer with natural gas direct use compared to generating electricity at a central power plant and delivering the electricity to the site or point of use
- i To make sound energy efficiency decisions, consumers and businesses must understand not only appliance efficiency ratings and energy use at the point of consumption but also the amount of energy required in delivering energy to the appliance

Natural Gas, The Energy-Efficient Energy



City of Cartersville

City Council Meeting

2/19/2015 7:00:00 PM

EPD – GEOS Database Subscriber Agreement

SubCategory:	Contracts/Agreements
Department Name:	Water Dept
Department Summary Recommendation:	The Georgia Environmental Protection Division (EPD) has recently developed a new online database for the submission and management of environmental permits and compliance reporting. The Georgia EPD Online System (GEOS) database requires the execution of a Subscriber Agreement (attached) in order to designate an individual as the “Responsible Official” or RO. This individual has the authority to certify and submit electronic data, prepare all permit and compliance documents and to assign other individuals “preparer” privileges to facilitate completion of all documents. This system will be used to maintain all needed permits issued by EPD to operate our water and wastewater plants. I am asking that the Director of the Water Department be designated as the Responsible Official and granted the authority to certify and submit all needed documents on behalf of the City of Cartersville.
City Manager's Remarks:	Your approval of this designation is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Georgia EPD Online System (GEOS)
for Permitting, Compliance & Facility Information
Subscriber Agreement

Environmental Protection Division
2 Martin Luther King Jr. Drive
Suite 1456, East Tower
Atlanta, GA 30334

The Subscriber Agreement should be used by facility's responsible official(s) who would like to electronically apply permits/license from the EPD or submit compliance reports to the EPD.

A. Subscriber Information

GEOS User ID:	[REDACTED]	GEOS User Name:	[REDACTED]
Subscriber Name:	Robert Jones		
Email Address:	bjones@cityofcartersville.org		
Phone Number:	770-387-5653 ext. ; 678-229-7128 ext.		

B. Facility/Permit Information

Signing privileges are requested for the following facility:

Facility FIS ID: 4755 Facility Name: CARTERSVILLE (WPCP) Permit #: GA0024091

Type of Request (Select Only One):

- ☐ NEW: the first request for this user account to act as the RO for above facilities
- ☐ REQUEST FOR REACTIVATION: a re-activation of the user account to act as the RO for above facilities
- ☐ CONTINUATION WITH NEW AUTHORIZATION: an updated subscriber agreement submitted because the signatory authority and/or subscriber at the facility has changed
- Specify the RO(s) to be replaced: _____
- ☐ INACTIVATION: Explain reason for inactivation in the box below and identify whether the inactivation is temporary or permanent
- Facility ID(s): 4755

Notes to EPD (Optional unless Inactivating):

C. Terms and Conditions

1. PURPOSE:

The intent of this agreement is to create legally binding obligations upon the parties using the specified data transmission protocols and the GEOS System, to ensure that the Certifier (in this document, "Certifier" refers to signers of this document -- both the Signatory Authority, and the Subscriber) agrees to: (i) Maintain the confidentiality and protect the electronic signature from unauthorized use or compromise, and follow any procedures specified by the EPD for this purpose; (ii) Be held as legally bound, obligated, or responsible by use of the assigned electronic signature as by hand-written signature.

2. VALIDITY AND ENFORCEABILITY:

This Agreement has been executed by the parties to evidence their mutual intent to follow EPD procedures to create binding regulatory reporting documents using electronic transmission and receipt of such records, consistent with the provisions of 40 C.F.R. Part 3 (CROSS-MEDIA ELECTRONIC REPORTING Requirements, CROMERR). Acceptance and execution of this agreement by the EPD shall be evidenced by the issuance of a personal identification number (PIN) to the Certifier. Consistent with 40 C.F.R. Part 3 electronic signatures under this agreement shall have the same force and effect as a written signature. Pen and ink signatures will remain on file with the EPD.

3. RECEIPT:

A Document shall be deemed to have been received by the EPD when it is accessible by the EPD, can be fully processed and is syntactically correct to the specified electronic transfer protocol that may be modified from time to time by the EPD. No Document shall satisfy any reporting requirement or be of any legal effect until it is received. For compliance reporting, the Certifier understands that upon activation of the RO account for requested facilities, GEOS database will be expecting to receive electronic transmission of compliance reports at the interval specified in the permit. If the database does not receive the reports from the Certifier at the expected time, the database will flag the compliance reports as being in non-receipt. If the Certifier chooses to discontinue using GEOS and return to using paper forms, the Certifier must complete, sign, and submit to the EPD a new subscriber agreement with the "Inactivation" check box selected. If the EPD does not receive this form, it is likely that the system will continue to produce "non-receipt" flags (indicating reporting violations).

Item # 7



Georgia EPD Online System (GEOS)
for Permitting, Compliance & Facility Information

Subscriber Agreement

Environmental Protection Division
2 Martin Luther King Jr. Drive
Suite 1456, East Tower
Atlanta, GA 30334

The Subscriber Agreement should be used by facility's responsible official(s) who would like to electronically apply permits/license from the EPD or submit compliance reports to the EPD.

A. Subscriber Information

GEOS User ID:	155	GEOS User Name:	robertsaxonjones
Subscriber Name:	Robert Jones		
Email Address:	bjones@cityofcartersville.org		
Phone Number:	770-387-5653 ext. ; 678-229-7128 ext.		

B. Facility/Permit Information

Signing privileges are requested for the following facility:

Facility FIS ID:	4755	Facility Name:	CARTERSVILLE (WPCP)	Permit #:	GA0024091
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Type of Request (Select Only One):

- ☐ NEW: the first request for this user account to act as the RO for above facilities
- ☐ REQUEST FOR REACTIVATION: a re-activation of the user account to act as the RO for above facilities
- ☐ CONTINUATION WITH NEW AUTHORIZATION: an updated subscriber agreement submitted because the signatory authority and/or subscriber at the facility has changed

Specify the RO(s) to be replaced:

- ☐ INACTIVATION: Explain reason for inactivation in the box below and identify whether the inactivation is temporary or permanent

Facility ID(s): 4755

Notes to EPD (Optional unless Inactivating):

C. Terms and Conditions

1. PURPOSE:

The intent of this agreement is to create legally binding obligations upon the parties using the specified data transmission protocols and the GEOS System, to ensure that the Certifier (in this document, "Certifier" refers to signers of this document -- both the Signatory Authority, and the Subscriber) agrees to: (i) Maintain the confidentiality and protect the electronic signature from unauthorized use or compromise, and follow any procedures specified by the EPD for this purpose; (ii) Be held as legally bound, obligated, or responsible by use of the assigned electronic signature as by hand-written signature.

2. VALIDITY AND ENFORCEABILITY:

This Agreement has been executed by the parties to evidence their mutual intent to follow EPD procedures to create binding regulatory reporting documents using electronic transmission and receipt of such records, consistent with the provisions of 40 C.F.R. Part 3 (CROSS-MEDIA ELECTRONIC REPORTING Requirements, CROMERR). Acceptance and execution of this agreement by the EPD shall be evidenced by the issuance of a personal identification number (PIN) to the Certifier. Consistent with 40 C.F.R. Part 3 electronic signatures under this agreement shall have the same force and effect as a written signature. Pen and ink signatures will remain on file with the EPD.

3. RECEIPT:

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Item # 7



1 Overview of GEOS

GEOS is an EPD Portal to provide the one-stop interface to allow the regulated community to submit information to EPD, and also to support the general public to query environmental data of their interests.

(A) For the Regulated Community:

GEOS will serve as a central platform for the facility to manage permit applications, permits, reporting requirements, and compliance reports. The GEOS offers online options for a wide spectrum of submittals, including:

- Environmental Permitting
 - Apply new permits
 - Amend permits
 - Renew permits
- Environmental Reporting
 - Submit compliance reports
 - Submit monitoring data

The initial launch will offer air permit options regulated under the Clean Air Act Title V Operation permit program, and surface water permit options required under the Clean Water Act Georgia Pollution Elimination System. EPD will continue to enhance the GEOS and offer additional online submittal features in the future.

GEOS offers the following functions for the regulated community.

- Establish a user account and manage all submittals online;
- Apply environmental permits, certificates, licenses and other environmental issuances online;
- Submit environmental compliance reports;
- Monitor the processing status of all online submittals and allows correspondence with EPD Staff;
- Keep track of all submission history;
- Manage past and current environmental issuances for record keeping, amendment, renewal and termination

(B) For the General Public:

The GEOS offers an online tool for general public to:

- Participate in obtaining public notices, and provide comment on draft permits proposed by EPD
- Query environmental permits
- Submit complaints

1.1 **Definitions, Acronyms, and Abbreviations**

This subsection provides the definitions of all terms, acronyms, and abbreviations required to properly interpret the System Design Document.

Term	Definition
GEOS	Georgia EPD Online System: Online submittal system for environmental data
GIS	Geographic Information System: Utility that allows for online mapping.
NPDES	National Pollutant Discharge Elimination System: Application for a permit to allow a POTW to discharge treated wastewater to the environment.
WLA	Waste Load Application: General information application submitted alongside the NPDES application.
Title V	Title V of 1990 Clean Air Act, the environmental law for the operation permits mandated under the 40CFR Part 70 regulations

1.2 **Prerequisites**

In order to use the GEOS system, the user will need the following:

- Internet connection



- IE 7.0 or higher
- PDF file Viewer (for viewing PDF files only)

2 Public Site Account Management

If you plan to submit data through GEOS, you will need to establish a user account. This section explains the types of users and details on how to create and manage an account.

If you do not plan to make any online submittal, you do not need an account. You could query data or submit anonymous compliant without a user account.

2.1 Account Types in GEOS Public Portal

Currently GEOS has two types of public accounts – Responsible Official and Preparer. It is important for the user to identify their role because each account has different access privileges. The table below explains in detail the difference between the two account types.

User Type	Purpose	Account Privileges
Responsible Official (RO)	Only the RO account can certify and submit applications in GEOS. An RO can only maintain one User Account, but have this account to have the RO privileges for certain facilities and have the preparer rights for other facilities. If the RO plans to certify a submittal, the RO must get your account approved by EPD as the RO for that facility.	▪ Will be issued a PIN once their account privileges are approved by EPD ▪ View and prepare an electronic data entry form in GEOS ▪ Certify and submit an electronic data entry form in GEOS ▪ View submitted data in GEOS ▪ Keep track of the status of submitted records ▪ Keep track of issuances ▪ Associate a consultant to their account to prepare applications
Preparer	A preparer is someone who is assigned by a RO to create and prepare applications for their facility. The preparer has no right to actually submit an application but can prepare applications for a single or multiple ROs that have he/she associate with. The types of application and the facilities that the preparer can prepare applications for are all defined by the RO. An RO can be associated as a preparer for another RO.	▪ View and prepare an electronic data entry form in GEOS ▪ View submitted data in GEOS ▪ Keep track of the status of submitted records ▪ Keep track of issuances

2.2 Account Creation Process

Anyone who has access to the GEOS Public Site will be able to create a Public User Account. Without an account, the user cannot access the GEOS system and have access to the features provided by GEOS. Follow these steps to obtain a public user account.



City of Cartersville

City Council Meeting
2/19/2015 7:00:00 PM
Pennant Construction

SubCategory:	Contracts/Agreements
Department Name:	DDA
Department Summary Recommendation:	As outlined in the Cartersville Master Plan and Downtown Cartersville Master Plan, there is a desire for a covered pavilion to be constructed in Friendship Plaza. The Downtown Development Authority of Cartersville Board of Directors has approved \$40,000 for the construction of a pavilion, using Business Improvement District reserve funds. Requests for Proposals have been sent to local architects, and once an agreement is in place with a local project manager, it is the hope of the board to see design and construction implemented immediately. Due to the pavilion being on City property, the agreement enclosed is between Ron Goss, Jr. of Pennant Construction, Inc. and the City of Cartersville. Per the agreement, City of Cartersville would name DDA Manager as the City's designated Project Manager to oversee this project. Your approval of the agreement is recommended.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

AGREEMENT

This Professional Services Agreement (“Agreement”) is made effective as of the ____ day of February, 2015, by and between the City of Cartersville, Georgia (“City”) and Pennant Construction Management, INC, (“Project Manager”).

RECITALS:

Whereas, the CITY desires to construct a Pavilion adjacent to the Train Depot (“Project”) located at 1 Friendship Plaza, Cartersville; and

Whereas, Project Manager is a professional skilled in the services described hereunder, and is available and willing to perform the services, as more fully described in this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

Section 1. *Description of Services.* Project Manager shall provide the professional services necessary to manage the construction of a pavilion.

A) Coordinate the application for any building permit on said project(s) which shall include all planning, conversations and meetings with applicable parties which shall include all architects, engineers, building officials, fire marshals and others deemed necessary to enable a permit to be obtain for project(s).

B) Obtain fair and competitive pricing on all aspects of work required in the entire scope of work for the Project in accordance with the Georgia Annotated Code. All pricing shall be submitted to the owner for consideration and approval so that areas of work may be awarded on all task that shall be completed. Project Manager shall have the right to veto any subcontractor that might be deemed, within a reasonable manner, to be adverse to the successful completion of the Project.

C) Shall oversee all aspects of the Project with the authority to schedule, direct and instruct all subcontractors hired to complete the Project scope of work. Shall have the authority to have subcontractors correct any deficiencies with regards to work and shall have the authority to have any subcontractor that fails to do so removed from the Project.

D) Shall have the authority to request all inspections from building inspectors, fire marshals or reigning authorities, which shall include a final inspection upon the completion of the scope of works. The successful achieving of a final inspection for construction services shall constitute the completed Project.

E) Shall collect all draw request from subcontractors, inspect completed work to verify the draw request has been earned, submit a request to the owner for payment, submit a payment to date schedule at each draw period, collect processed checks from the owner and pay subcontractors at each draw period. Pennant Construction Management, Inc. will not receive deposits from owner of public funds for redistribution as payment direct to contractors. Owner will make direct payment to their contractors for services rendered as approved by the Project Manager.

Section 2. *Performance of Service.* The manner in which the Services are to be performed and the specific hours to be worked by the Project Manager shall be determined by the Project Manager. The CITY will rely on the Project Manager to work as many hours as may be reasonably necessary to complete the Services in a timely and thorough manner.

Section 3. *Payment to Project Manager.* In exchange for the services performed hereunder, CITY shall pay Project Manager an amount equal to twelve and one half percent (12.5%) of the total construction costs related to the Pavilion, which includes all contracted amounts, fees, and/or change orders. In the event any such labor and/or material is donated or volunteered during the term of this agreement, Project Manager is due twelve and one half percent (12.5%) of an amount deemed reasonable and customary for the service or material for the coordination, direction and inspection of the act.

Any direct or indirect expense related to the Project shall be reimbursable to the Project Manager. Draw amounts can be requested by the Project Manager at the payment intervals established between the CITY and the Project Manager. Ninety percent of the projected earnings by the Project Manager are available in even increments over the entire course of the full project period. The remaining ten percent of earning shall be payable only upon one hundred percent completion of the Project. CITY cannot establish or allow to be created any form of delay which creates a hindrance in the Project Manager's ability to complete such project and receive final payment. Such earned amounts and reimbursable funds due the Project Manager are payable at standard draw periods and shall not be withheld for any such reason short of an illegal or unlawful act.

Section 4. *Term/Termination.* The term of this agreement shall begin upon the execution of this agreement or by an earlier period in which any billable service was rendered. Completion of the Project shall be upon the successful completion of all requirements necessary for a certificate of occupancy to be obtained based on the scope of work. This agreement may be terminated by the Project Manager for the following reasons: a) Failure of CITY to pay Project Manager or any subcontractor total amounts earned by the party, b) Acts by the CITY which are deemed to be illegal, unlawful, immoral or unethical as defined and understood by the Project Manager, or c) an interruption by the CITY in the ability for the Project Manager to properly and adequately manage the Project for the purpose of completing the scope of work.

The CITY shall have the right to terminate this agreement for the following reasons: a) failure of the Project Manager to properly conduct and complete the task set forth in section 1 of this agreement, b) Acts by the Project Manager which are deemed to be illegal, unlawful, immoral or unethical as defined and understood by the CITY, or c) failure by the Project Manager to complete the projects in a reasonable time frame with consideration and without penalty to the limitations in completing the task that may be created by the CITY, CITY's subcontracted labor and/or the funding source/partner for such project.

In the event that termination is made based on any of the three causes above mentioned, the Project Manager is due all monies earned to date and/or those funds that are reimbursable. Payment shall be made immediately by the CITY. This agreement may be terminated for any reason with a thirty day written notice. If termination is without an above referenced cause, all

outstanding funds shall be immediately paid plus a termination fee of 25% for all remaining compensation that would have been earned if the Project is under fifty percent complete and a termination fee of 50% if project is over fifty percent complete.

If the Project is cancelled during the design or preplanning stage, for any reason deemed necessary by the CITY, this shall result in a cancellation of the Professional Service Agreement. The compensation to the Project Manager shall be an amount equal to fifteen percent of the project expense accrued. If no expense was experienced by the CITY, an hourly rate of seventy five dollars per hour shall be paid to the Project Manager upon verification of hours committed to the project.

Section 5. Insurance. The Project Manager agrees to secure and maintain in full force and affect a policy of professional liability insurance in a minimum amount of \$1,000,000 providing coverage for any negligent acts, errors or omissions by Project Manager made during the term of this Agreement. The Project Manager agrees to provide CITY with a copy of a certificate of professional liability insurance.

Section 6. Nondiscrimination. The Project Manager, in performing under this Agreement, shall not discriminate against any workers, employees, or applicants, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. The Project Manager shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Project Manager shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Project Manager further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 Fed. Reg. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 Fed. Reg. 14303 and Executive Order 12086 issued October 5, 1978, 43 Fed. Reg. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 Fed. Reg. 36037, 92 Stat. 3783; The Civil Rights Act of 1964, Pub. L. No. 88-352, July 2, 1964, 78 Stat. 241 et sub, as amended; an ordinance passed by the CITY Council of the CITY; and the provisions of 41 C.F.R. Chapter 60. To demonstrate compliance the Project Manager and its Subcontractors shall furnish reports and information that may be reasonably requested by the Commission on Human Relations.

Section 7. Employment. The Project Manager shall comply with "An Act to give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions," approved June 12, 1935, as amended.

Section 8. *Wages.* The Project Manager shall comply with "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, CITY or any political subdivision or by any one under contract for public works, approved June 26, 1941, as amended."

Section 9. *CITY's Project Manager and their Duties and Responsibilities.* The Owner shall provide a designated staff person by which the Project Manager shall answer directly to. The CITY's Designated Project Manager to oversee the work of Pennant Construction Management, LLC 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.

In communications relating to the Project, the CITY shall communicate with Contractors and Subcontractors only through the DDA Manager. The DDA Manager shall examine documents submitted by the Project Manager within the time and manner set forth in these General Conditions or the Competition Program for the review of documents, provided however that where time and manner is not set forth in these General Conditions or the Competition Program, the DDA Manager shall examine documents within 25 days from the date of receipt.

In the event that any dispute between the CITY and the Project Manager concerning questions of fact arising under this Contract cannot be resolved, a request for resolution shall be submitted by the Project Manager to the Cartersville City Council for final determination. Requests for such determination shall be made in writing. The Cartersville City Council's decision may be reached in accordance with assistance as they may deem reasonably necessary or desirable. The Cartersville City Council's final decision shall be rendered in writing no more than 30 days after receipt of a fully documented (to the extent that such documents are within the control of the Project Manager) request for a determination. The decision shall be conclusive, final, and binding on all parties, unless the Project Manager shall seek a judicial determination in accordance with the provisions set forth below.

No later than 60 days after the Project Manager's receipt of the Cartersville City Council's determination, the Project Manager shall respond to the Cartersville City Council's in writing, either accepting the determination or stating the Project Manager's factual or legal objections to the determination. If the Project Manager's response is an objection, the Cartersville City Council shall respond in writing to the objection within 30 days after receipt of it. No further response by either party shall be required. Thereafter, the Project Manager may seek a judicial determination of the dispute. In the event that the Project Manager intends to seek judicial determination of a matter decided by the Cartersville City Council, the Project Manager shall notify the CITY of its intent to do so within 60 days of the Cartersville City Council's final decision.

The Project Manager shall continue to perform the Work required under the Contract during this resolution period, including judicial. The Cartersville City Council's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Project Manager complies with the Cartersville City Council's written determination, the CITY shall continue to perform under the Contract and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision

shall not apply in the event that the Project Manager fails to submit a dispute to the Cartersville City Council's as required by this Section. The continued performance of the Contract by either party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Contract or at Law. If the CITY becomes aware of any fault or defect in the Work or nonconformance with the Design Development or Project Documents, it shall give written notice to the Project Manager.

Section 10. *Protection of Persons and Property.* The Project Manager shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work, and shall submit written copies of the programs to the CITY, provided however, that the Project Manager shall also comply with any and all insurance carrier mandated safety requirements and programs.

The Project Manager shall see to it that subcontractors at their own expense as part of their Contract Sum shall take any and all precautions that may be necessary to render all portions of the Work, the Project Site and any adjacent areas affected by the Work secure in every respect, or to decrease the likelihood of accidents from any cause, or to avoid contingencies which are liable to delay the Work. The Project Manager shall arrange all necessary facilities to provide safe means of access to all points where Work is being performed. The Project Manager shall take all precautions and measures as may be necessary to secure the Project at all hours, including evening and non-work hours. Precautions may include but not be limited to provision of security guards.

The Project Manager shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to (a) employees on the Work Site and other persons who may be affected by it; (b) the Work and materials, furnishings and equipment to be incorporated in it; and (c) other property related to the Project, whether or not located at or adjacent to the Project Site. Although the CITY will observe the Project Work and give the Project Manager opinions and suggestions about safety defects and deficiencies, the CITY shall not be responsible for any unsafe conditions. The CITY's suggestions on safety shall in no way relieve the Project Manager of its responsibility for safety on the Project. The Project Manager has sole responsibility for safety throughout the term of the Contract. In case of accident, the Project Manager shall immediately furnish the CITY with full data relative to the accident.

Only materials and equipment that are reasonably necessary or appropriate for the Work under the Contract, shall be placed, stored or allowed to occupy any such space at the site of the Work. If gasoline, flammable oils or other highly combustible materials are to be stored at the Project Site, they shall be stored in safety containers and placed in clearly marked safe areas. The Project Manager shall give notices and comply with all applicable laws, ordinances, rules, regulations and orders of the Federal, State and local public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

The Project Manager shall be liable for any and all damage or loss to property at the site caused in whole or in part by the Project Manager, a Subcontractor of the Project Manager or anyone directly or indirectly employed by either of them, or anyone for whose acts they may be liable. To the extent that damages are covered by insurance provided in accordance with this Contract,

the Project Manager shall be reimbursed for payments made to the CITY from any monetary recovery under insurance coverage. Project Manager will insert into each contract for construction services approved by the owner on said project the same provision as to extent of liability by subcontractor.

The Project Manager shall see that contractors avoid damage, as a result of the Project Manager's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the Work of other contractors, and the property of the CITY and others and the responsible party if said damages were unapproved and not part of the project, will be deducted from the funds owed the responsible parties.

Section 11. *Rights to Entry.* The Project Manager shall use a reasonable degree of care when entering upon any property owned by the CITY in connection with the Project. In the case of property not owned by the CITY, the Project Manager shall comply with any and all instructions and requirements for the use of such property. In the case of property owned by any other entity, the Project Manager shall separately negotiate and obtain any license or permission to enter upon the property. The CITY agrees to cooperate with the Project Manager in the Project Manager's negotiation with other public entities in order to secure licenses or permission.

Section 12. *Assignment.* This Agreement shall not be assigned by Project Manager without the written consent of the CITY.

Section 13. *Notices.* Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 14. *Delays.* Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 15. *Additional Documents.* The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 16. *Entire Agreement.* This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 17. *Time of the Essence.* If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the

party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damage or both.

Section 18. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 19. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

Section 20. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

Section 21. Indemnification. Project Manager expressly agrees to indemnify and hold harmless CITY or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by Project Manager or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against CITY, CITY will give notice thereof to Project Manager. Project Manager will insert into each contract for construction services approved by the owner on said project the same provision as to indemnification and hold harmless concession the by subcontractor.

Section 22. Worker's Compensation. Project Manager shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance.

Section 23. Subcontractors. Project Manager shall not subcontract any task it is to perform under the terms of this Agreement without prior written consent of CITY.

Section 24. Compliance. Project Manager shall comply with Federal and State requirements regarding verification of employment for contractors and subcontractors attached hereto as Exhibit "A".

Section 25. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to CITY and Project Manager, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than CITY or Project Manager receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 26. Immigration Reform Compliance Requirement. During the entire duration of this Agreement, Project Manager and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 27. 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 Project Manager before payment is made.

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

PENNANT CONSTRUCTION MANAGEMENT, INC.

BY: _____
Ron Goss, Jr., Project Manager

NOTARY PUBLIC
My Commission Expires: _____

Signed, sealed and delivered on
the _____ day of _____,
2015.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chip Poppell Insurance Agency, LLC 162 W Main st Ste 108 Cartersville, GA 30120	CONTACT NAME: Chip Poppell PHONE (A/C, No, Ext): 770-607-8919 FAX (A/C, No): 770-607-8925 E-MAIL ADDRESS: chip.poppell@countryfinancial.com														
INSURED Pennant Construction Management, INC. P O Box 262 Cartersville, GA 30120	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Axis Surplus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Technology Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Axis Surplus Insurance Company		INSURER B: Technology Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		GAGLN01912AX	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	TARGA27407-03	04/14/2014	04/14/2015	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The Downtown Development Authority of
 Cartersville, Georgia
 1 Friendship Plaza
 Cartersville, Georgia 30120

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

With a Poppell



City of Cartersville

City Council Meeting
2/19/2015 7:00:00 PM
Vehicle for Fire Dept.

SubCategory:	Bid Award/Purchases
Department Name:	Fire Dept.
Department Summary Recommendation:	We respectfully request consideration for a new fire department vehicle that is a budgeted item. This vehicle will be a heavy duty service truck that will be used during emergency operations to pull heavy rescue trailers, haul fire hose and heavy equipment to and from emergency scenes. During non-emergency it will be the primary hauler for the fire safety house. The truck is one (1) ton, crew cab with 4 wheel drive which will allow for operation in all types of weather and terrain. Bids were hand delivered to a total of 7 local dealers and bed manufacturing firms in addition to being posted and advertised on the City of Cartersville web site. Only one local bid was returned on the cab and chassis, no local bids on the bed construction. We were able to save funds by bidding this out as a project instead of complete turnkey to any vendor. Bid Tabulations have been attached to this request. We are requesting approval of the following low bids that meet specification: Cab and Chassis: Prater Ford from Calhoun - \$41,546.20, Truck Bed: H & M Trailer of Adairsville-\$4135.00, and Emergency Lights and siren: Coosa Valley Communication -\$3580.00 for a total project cost of \$49,261.20. This is \$738.80 below our budgeted amount. This will be a lease pool purchase.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid for from leasepool proceeds.
Legal:	
Associated Information:	

Truck Bed

Company Name	Meets Specifications Y or N	Comments	Bid Price
H & M Trailer Sales, Adairsville	Yes		\$4,135.00
Ingram Truck Body, Ballground	No	Paint on bed and tool boxes is not powder coated	\$4,390.00
Auto Nation Ford of Marietta	No	Does not have louvered opening for rear cab window, paint is not powder coated on bed or toolboxes	\$4,471.00
Womack Truck Body	No Bid		

Cab and Chassis

Company Name	Meets Specifications Y or N	Comments	Bid Price
Prater Ford of Calhoun	Yes	Order must be placed prior to 02-28-15	\$41,546.20
Auto Nation Ford of Marietta	No	Does not include aluminum wheels, AM/FM radio with hands free bluetooth capability, does not have automatic locking hubs. Dealer advised verbally that wheels and radio to meet specs would be an additional \$850.00 which would bring total price to \$42,557.00	\$41,707.00
Robert Loehr Chrysler Dodge Jeep Ram of Cartersville	No	Does not have aluminum wheels, unable to provide cab and chassis with front bucket seats	\$43,314.00
Terry Reid GMC	No Bid		
Pugmire Ford	No Bid		
Emergency Lights/Siren			

Company Name

Coosa Valley Communication	Yes		\$3,580.00
Interceptor	Yes		\$5,488.00
West Chatham Warning	Yes		\$5,780.96

Prater Ford of Calhoun
H & M Trailer Adairsville
Coosa Valley Communications

Cab and Chassis

Bed

Emergency Light Package

Total Cost

\$41,546.20
\$4,135.00
\$3,580.00
\$49,261.20



City of Cartersville

City Council Meeting
2/19/2015 7:00:00 PM
Senior Aquatic Center Pool-Pak Coil Replacement

SubCategory:	Bid Award/Purchases												
Department Name:	Parks and Recreation												
Department Summary Recommendation:	Senior Aquatic Center's pool-pak developed another leak in the coil, sometime during the week of January 12th of this year. This same coil developed its first leak in April 2013 and was repaired at a cost of \$7,800.00. The cost to repair again is \$7,898.00 with no warranty against additional leaks. After speaking with aquatics director with Cobb Co. Parks and Recreation which has 5-pool-paks (varying sizes) his experience was that once the coils beginning developing leaks its useful life was ending and the leaks-repairs would keep coming. David Weldon, CPRD maintenance supervisor, solicited quotes for the replacement of the coil. I recommend the low quote from Johnson Controls, of Roswell, for this project, in the amount of \$23,327.00 This will be paid out of Building Maintenance Acct. 100.5100.52.2340 <table><tr><td>Contractor</td><td>All Copper Coil</td></tr><tr><td><u>Epoxy Coated Coil</u></td><td>Honeywell International - Duluth</td></tr><tr><td>\$34,672.00</td><td>\$25,382.00</td></tr><tr><td>Atlanta</td><td>McKenney's –</td></tr><tr><td>Johnson Control, Inc.</td><td>\$35,081.00</td></tr><tr><td></td><td>\$23,327.00</td></tr></table>	Contractor	All Copper Coil	<u>Epoxy Coated Coil</u>	Honeywell International - Duluth	\$34,672.00	\$25,382.00	Atlanta	McKenney's –	Johnson Control, Inc.	\$35,081.00		\$23,327.00
Contractor	All Copper Coil												
<u>Epoxy Coated Coil</u>	Honeywell International - Duluth												
\$34,672.00	\$25,382.00												
Atlanta	McKenney's –												
Johnson Control, Inc.	\$35,081.00												
	\$23,327.00												
City Manager's Remarks:	Your approval of this item is recommended.												
Financial/Budget Certification:	This is not a budgeted item, but will be paid from the maintenance of building account.												
Legal:													
Associated Information:													



Johnson Controls, Inc.
Systems & Services Division
1350 Northmeadow Pkwy. Suite 100
Roswell, GA 30076
Telephone 770-243-9131
Fax 770/663-1490

Date: January 23, 2015

Project: City of Cartersville Poolpak Coil Replacement
To: City of Cartersville, Parks and Recreation
100 Pine Grove Road
P.O. Box 1390
Cartersville, GA 30120

Attn: David Weldon

Johnson Controls, Inc. is pleased to offer the following proposal for your consideration. This proposal is to replace the existing poolpak re-heat coil as shown to me by David Weldon.

The scope of work is as follows:

- JCI will furnish one new epoxy coated coil furnished by poolpak manufacturer
- JCI will evacuate/isolate refrigerant in unit
- JCI will remove roof of poolpak unit and crane old coil out the top
- JCI will crane in new coil and connect
- JCI will re-charge unit with existing refrigerant (no new refrigerant included in bid)
- JCI will start-up poolpak and set into proper working order
- JCI will follow the safety regulations of the City of Cartersville during this repair. If the City of Cartersville does not have a safety regulation that covers this type of repair the JCI safety regulations will prevail.
- JCI will perform the repair work during our normal working hours Monday through Friday.

The price to perform the above scope of work is..... \$23,327.

Add for copper finned coil provided by poolpak..... \$9,200.
(in lieu of epoxy coated coil)

Exclusions:

1. Crane and Crane operator to be provided by the City of Cartersville
2. No other repairs other than coil replacement are included in this proposal
3. Extra refrigerant needed will be quoted once approximate amount needed is determined

If you have any questions please contact me.

Sincerely,

Johnson Controls, Inc.

Rusty Clough, PE, LEED AP

Service Sales Account Executive
770-243-9131

PROPOSAL PRICING VALID FOR THIRTY DAYS

Acceptance By: _____ Date: _____

Purchase Order Number: _____

THE ATTACHED TERMS AND CONDITIONS APPLY TO THIS PROPOSAL.

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY:** JCI warrants service work and all materials of JCI manufacture against defects in workmanship and material for ninety (90) days from date of completion of the work and will re-perform defective services and repair or replace F.O.B. point of manufacture or shipment such products or components as JCI finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by York, but manufactured by others, JCI will extend the same warranty it receives from the manufacturer. From All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
4. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
5. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
7. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
8. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
9. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersede any prior representations or understandings.
13. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



1056 Moreland Industrial Boulevard
Atlanta, Georgia 30316
404-622-5000
www.mckenneys.com

GA REG CN209673

February 2, 2015

Item # 10



1056 Moreland Industrial Boulevard
Atlanta, Georgia 30316
404-622-5000
www.mckenneys.com

GA REG CN209673

February 2, 2015

Mr. David Weldon
City of Cartersville
100 Pine Grove Road
Parks & Recreation
Cartersville, Georgia 30120

SUBJECT: Cartersville Aquatic PoolPak

Dear David:

McKenney's, Inc. is pleased to offer the following proposal and pricing for your consideration:

- Provide a new PoolPak OEM hot gas reheat coil, freight included, all copper construction.
- Provide labor and materials needed to recover the existing refrigerant charge.
- Provide labor and materials to remove the top portion of the existing unit to gain access to the coil for removal.
- Provide labor and materials needed to remove the existing hot gas reheat coil and set the new one in place.
- Provide the copper fittings needed to connect the new coil to the existing refrigerant piping.
- Provide labor and materials to install a new refrigerant filter drier.
- Provide labor and materials to pressure test and leak check the new connections and coil.
- Provide labor and materials to pull a complete vacuum and precharge the refrigerant circuit.
- Provide labor and materials to install 80 pounds of new R-22 refrigerant.
- Provide labor and materials for startup and verification of the new installation.

The total price for the above scope of work is **\$35,081.00**.

Alternate Pricing Information

- The total cost to perform the same scope of work and provide an aluminum coated coil instead is \$23,638.00.

0061400001BAH3wAAH

Honeywell International

3097 Premiere Parkway Suite 100
 Duluth, GA 30097
 Phone - 770 689 0420 Fax 770 689 0458
 Email - kirk.eravatt@honeywell.com



Customer	City of Cartersville	Date of Issue:	February 9, 2014
Address:	PO Box 1390 Cartersville, GA 30120	Quotation #:	F62678128142
Attn:	David Weldon	Site Name:	Cartersville Aquatic Center
Phone:			

WORK TO BE PERFORMED

Honeywell will provide the labor, parts, and material to replace the condenser coil in Poolpak unit model SWHP100-07E-A03-R22.

SCOPE OF WORK INCLUDES

- Remove/Isolate the refrigerant in accordance with EPA guidelines
- Disassemble the refrigerant piping from the coil and remove
- Insert the replacement coils
- Re-assemble the refrigerant piping
- Leak check the coil and the piping associated with the replacement
- Recharge with the recovered refrigerant.
- Start-up the unit and check operations

CLARIFICATIONS / EXCLUSIONS

- Lifting services to be provided by the City of Cartersville
- Scope does not include modifications to the duct design
- Does not include salvage or any salvage value associated with the existing coil
- The existing coil will be left on site for customer salvage
- Work will be performed during standard working hours 07:00 thru 18:00 Monday through Friday.
- Coil shipping charges are not included

TERMS AND CONDITIONS OF SALE

Honeywell will perform the work quoted above in accordance with its Standard Terms and Conditions, incorporated by reference and available upon request. Terms of payment: 15 days from receipt of invoice. All projects with duration longer than 30 days will be invoiced monthly based on progress of the work.

Price for an ALL copper coil: **\$ 34,672.00**

Price for an Aluminum fin/copper tube coil with a phenolic coating: **\$ 25,382.00**

Plus coil freight - To be determined

THIS PROPOSAL is valid for 30 days.

THIS PROPOSAL IS HEREBY ACCEPTED:

 (Purchaser)

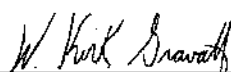
By: _____

Title _____

Date _____

PO # / Credit Card # _____

HONEYWELL INTERNATIONAL INC.
 Honeywell Building Solutions

By 
 Honeywell Representative



City of Cartersville

City Council Meeting
2/19/2015 7:00:00 PM
December 2014

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the December 2014 financial report. Also included is the supplemental financial report and the cash position report for the same period.
City Manager's Remarks:	Tom R. will present this information at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY
As of December 31, 2014

TT # wa1

	FY 2013 - 14 MONTH OF December-13	FY 2014 - 15 MONTH OF December-14	FY 2013 - 14 Year to Date December-13	FY 2014 - 15 Year to Date December-14	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLST, DBA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,721,566	\$1,831,918	\$12,188,614	\$12,877,361	53.24%
EXPENDITURE	\$2,730,903	\$1,574,768	\$13,388,838	\$12,310,905	50.90%
Gen. Fund Net Profit (Loss)	(\$1,009,337)	\$257,150	(\$1,200,224)	\$566,456	
WATER & SEWER					
REVENUE	\$1,056,869	\$1,254,560	\$7,031,884	\$7,928,867	51.58%
EXPENDITURE	\$1,383,556	\$915,508	\$7,555,909	\$6,759,107	43.97%
Wtr. & Swr. Fund Net Profit (Loss)	(\$326,687)	\$339,052	(\$524,025)	\$1,169,760	
GAS					
REVENUE	\$2,502,696	\$2,593,227	\$9,449,900	\$10,047,350	37.53%
EXPENDITURES	\$2,129,809	\$2,346,840	\$10,659,336	\$11,569,031	43.21%
Gas Fund Net Profit (Loss)	\$372,887	\$246,387	(\$1,209,436)	(\$1,521,681)	
ELECTRIC					
REVENUE	\$3,619,025	\$3,842,097	\$23,156,300	\$24,893,054	50.77%
EXPENDITURES	\$3,654,745	\$3,648,631	\$22,828,001	\$24,148,706	49.26%
Electric Fund Net Profit (Loss)	(\$35,720)	\$193,466	\$328,299	\$744,348	
STORMWATER					
REVENUE	\$107,913	\$112,626	\$692,437	\$661,746	40.23%
EXPENDITURE	\$65,523	\$90,466	\$507,083	\$633,629	38.52%
Stormwater Fund Net Profit (Loss)	\$42,390	\$22,160	\$185,354	\$28,117	
SOLID WASTE					
REVENUE	\$175,843	\$180,512	\$1,060,607	\$1,088,967	44.48%
EXPENDITURE	\$162,152	\$167,391	\$1,163,192	\$1,124,333	45.92%
Solid Waste Fund Net Profit (Loss)	\$13,691	\$13,121	(\$102,585)	(\$35,366)	
FIBER OPTICS					
REVENUE	\$137,996	\$167,133	\$858,761	\$933,828	50.75%
EXPENDITURE	\$173,618	\$135,506	\$742,795	\$814,836	44.29%
Fiber Fund Net Profit (Loss)	(\$35,622)	\$31,627	\$115,966	\$118,992	

	Description	12/31/2014	FY 2015 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$12,877,361	\$24,185,370	53.24%
	GO Bond Proceeds from School	\$1,261,100	\$1,477,500	85.35%
	Property Taxes-City Portion Only	\$1,226,600	\$1,545,245	79.38%
	Local Option Sales Tax (LOST)	\$2,017,056	\$3,549,240	56.83%
	Other Taxes	\$3,977,087	\$8,884,570	44.76%
	Building Permit & Inspection Fees	\$72,839	\$105,000	69.37%
	Fines and Forfeitures	\$319,211	\$800,000	39.90%
	Operating Transfers In-City Utilities	\$2,168,835	\$4,191,560	51.74%
	Other Revenues	\$1,834,633	\$3,632,255	50.51%
	Total Expenditures	\$12,310,905	\$24,185,370	50.90%
	Personnel Expenses	\$7,568,027	\$15,042,030	50.31%
	Operating Expenses	\$3,185,473	\$5,687,565	56.01%
	Capital Expenses	\$68,455	\$1,544,600	4.43%
	GO Bond Proceeds from School	\$1,261,100	\$1,455,475	86.65%
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$227,850	\$455,700	50.00%
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%
Gas Fund	Transfer To General Fund	\$1,253,784	\$2,507,570	50.00%
	Debt Payments	\$1,815,548	\$3,628,145	50.04%
	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	12/31/2014	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%

TT # wa11

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
Total Restricted Cash Balance

Highlights for the Month of December 2014:
Unrestricted cash increased in the general fund (\$160K), increased in the water fund (\$365K), increased in the gas fund (\$969K), and increased in the electric fund (\$328K).
Restricted cash increased as a result of the park bond funds (\$8.1 million). Also the pension fund cash decreased (\$263K) as a result of the stock market.