



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 6/19/2014
Work Session – 6:00 P.M.

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

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

1. June 5, 2014 (Pages 1-27)

[Attachments](#)

B. Appointments

1. Cartersville-Bartow County Library Board (Pages 28-29)

[Attachments](#)

C. Second Reading of Ordinances

1. Budget Ordinance for the Fiscal Year 2014-15 (Pages 30-32)

[Attachments](#)

2. Amendment to the Utilities Ordinance Regarding Water/Sewer Rates (Pages 33-38)

[Attachments](#)

3. Alcohol Festival Ordinance (Pages 39-45)

[Attachments](#)

D. First Reading of Ordinances

1. Speed Table Ordinance Addition (Pages 46-51)

[Attachments](#)

E. Easements

1. Air Easement Agreement (Pages 52-57)

[Attachments](#)

F. Other

1. Lease Amendment Relating to the 2008 Cartersville Building Authority Bond (Page 58)

[Attachments](#)

G. Resolutions

1. Raymond James Authorizing Resolution and Letter of Intent for Underwriting Services (Pages 59-73)

[Attachments](#)

H. Certification

1. Leake Mounds-Etowah RiverWalk Link - Utility Certification Letter (Pages 74-75)

[Attachments](#)

I. Contracts/Agreements

1. Contracts for Performing Services (Pages 76-111)

[Attachments](#)

2. Joint Check Agreement – Jones Mill Road Water & Sewer Replacement (Pages 112-114)

[Attachments](#)

J. Bid Award/Purchases

1. Wastewater Laboratory Centrifuge (Pages 115-121)

[Attachments](#)

2. Water Pollution Control Plant Breaker (Pages 122-127)

[Attachments](#)

3. Gymnastic Equipment (Pages 128-132)

[Attachments](#)

4. Renewal of Property, Casualty & Workers Compensation Insurance (Pages 133-145)

[Attachments](#)

5. Audit Services (Pages 146-148)

[Attachments](#)

K. Monthly Financial Statement

1. April 2014 (Pages 149-153)

[Attachments](#)

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



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
June 5, 2014

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Minutes for the June 5th City Council meeting have been generated by staff and are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 June 5, 2014
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Hodge

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

II. Regular Agenda

A. Council Meeting Minutes

1. May 15, 2014

A motion to approve the May 15, 2014 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

B. Presentations

1. Georgia Association of Water Professionals District 1 Taste Test Winner

Bob Jones, Water and Sewer Superintendent introduced Kathy Wynn to present the City of Cartersville with a certificate for winning the “Best of the Best Taste Test” in Georgia.

C. Second Reading of Ordinances

1. File AZ14-01: Annexation and zoning application by Michael Howren (City annexation initiative) for property located at 1300 Highway 411 NE from Bartow County jurisdiction to G-C (General Commercial)

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that

this tract is located at 1300 US Highway 411 near the cloverleaf intersection that is currently being reconfigured by GDOT. This property is a donut hole and the applicant has stated that he would like this property to be annexed to incorporate this area into the larger adjacent self-storage development currently in the City Limits. Mr. Mannino stated that the property, if annexed, will be zoned G-C (General Commercial). Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission had recommended approval.

Mayor Santini opened the floor for public hearings for the zoning and annexation and with no comments he closed the public hearings.

A motion to approve Ordinance No. 12-14 for the annexation was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

A motion to approve Ordinance No. 13-14 for the zoning was made by Council Member Tate and seconded by Council Member Zoning. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 12-14

Petition No. AZ14-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Michael Howren. Property is located 1300 US Highway 411. Said property contains 0.92 acres located in the 4th District, 3rd Section, Land Lot(s) 94 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 15th day of May 2014.

ADOPTED this the 5th day of June 2014. Second Reading.

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

ATTEST:

/s/ Connie Keeling

Connie Keeling
City Clerk

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 13-14
Petition No. AZ14-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Michael Howren. Property is located 1300 US Highway 411. Said property contains 0.92 acres located in the 4th District, 3rd Section, Land Lot(s) 94 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from County C-1 (Commercial) to G-C (General Commercial). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 15th day of May 2014.

ADOPTED this the 5th day of June 2014. Second Reading.

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

ATTEST:

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

2. File AZ14-02: Annexation and zoning application by Fritz Dent (City annexation initiative) for property on Cherokee Circle from Bartow County jurisdiction to R-20 (Single-Family Residential)

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is approximately two (2) acres on Cherokee Circle. This property is part of a larger donut hole of properties. Mr. Mannino stated that there have been no additions or corrections

since the first reading and the Planning Commission had recommended approval of the annexation and zoning of this property to R-20 (Single Family Residential).

Mayor Santini opened the floor for public hearings for the zoning and annexation and with no comments he closed the public hearings.

A motion to approve Ordinance No. 14-14 for the annexation was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

A motion to approve Ordinance No. 15-14 for the zoning was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 14-14

Petition No. AZ14-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Barbara Diane Barnicott. Property is located Cherokee Circle. Said property contains 2.0 acres located in the 4th District, 3rd Section, Land Lot(s) 701 - 702 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 15th day of May 2014.

ADOPTED this the 5th day of June. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance

of the
City of Cartersville, Georgia

Ordinance No. 15-14

Petition No. AZ14-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Barbara Diane Barnicott. Property is located Cherokee Circle. Said property contains 2.0 acres located in the 4th District, 3rd Section, Land Lot(s) 701 – 702 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from County A-1 (Agricultural) to R-20 (Single Family Residential). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 15th day of May 2014.

ADOPTED this the 5th day of June. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

3. File Z14-02: Rezoning application by Terry and Luanne Tumlin for property at 0-28 Opal Street from R-15 and M-U (part Single Family Residential and part Multiple Use) to M-U (Multiple Use) zoning.

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is mostly wooded but also includes a single – family residence at 28 Opal Street. The applicant proposes to rezone the property so that all the same family-owned land would be M-U. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission had recommended approval of this property to all be zoned M-U (Multiple Use).

Mayor Santini opened the floor for public hearings for the zoning and annexation and with no comments he closed the public hearings.

A motion to approve Ordinance No. 16-14 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 16-14

Petition No. Z14-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Terry & Luanne Tumlin. Property is located 0 – 28 Opal Street. Said property contains 8.0 acres located in the 4th District, 3rd Section, Land Lot(s) 312 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from R-15 (Single Family Residential) and M-U (Multiple Use) to M-U (Multiple Use). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 15th day of May 2014.

ADOPTED this the 5th day of June 2014. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

4. File SU14-01: Special Use application by Episcopal Church of the Ascension (Rev. Mary Erickson, representative) for property at 205 West Cherokee Avenue for some demolition and new construction.

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the

adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this property is located at 205 W. Cherokee Avenue which includes the Church of the Ascension. The buildings and house on the property were constructed at various times, some being over 100 years old. Church representatives plan to demolish some of the newer portion of the buildings, repair, renovate, and expand some of the older portion of the buildings and have new construction as part of an overall building addition. Mr. Mannino stated that all departments have reviewed the plans as well as the Historic Preservation Commission with no objections. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission had recommended approval

Mayor Santini opened the floor for a public hearing. With no further comments Mayor Santini closed the public hearing.

A motion to approve Ordinance No. 17-14 was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 17-14

Petition No. SU14-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by The Episcopal Church of the Ascension. Property is located 205 West Cherokee Avenue. Said property contains 1.28 acres located in the 4th District, 3rd Section, Land Lot(s) 454 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-7 (Single Family Residential) to allow expansion of a Religious institution on a R-7 zoned lot. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 15th day of May 2014.

ADOPTED this the 5th day of June 2014. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling

City Clerk

D. First Reading of Ordinances

1. Alcohol Festival Ordinance

Keith Lovell, Assistant City Attorney stated that this is the Alcohol Festival Ordinance for City Sponsored Festivals. Mr. Lovell stated that the Alcohol Control Board has reviewed this ordinance and has recommended approval.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE II. LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. Sec. 4-106. Consumption in other public places** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

(a) Nothing in this article shall be construed to permit consumption of any intoxicating beverages in any public place in the City other than within the definite, closed-in or partitioned location, whether room or building, wherein pouring takes place, except for permitted caterers, sidewalk cafes, or right-of-way cafes, or City-Sanctioned event.

(b) No bottle or other containers of alcoholic beverages shall be opened or consumed by any person on the premises upon which the place of business is conducted and licensed under this chapter, whether the bottle or container so opened or consumed was bought or obtained at the place of business or elsewhere, unless the premises is licensed under this chapter for consumption on the premises, except in the case of those places of business which are licensed for a wine specialty shop. These businesses may also allow sampling of wines so long as there is no charge for admittance for the wine sample and the serving size does not exceed one and a half ounces.

(c) An establishment licensed under this chapter to sell alcoholic beverages shall not allow any person to leave such licensed premises with any alcoholic beverage in an open cup, bottle, can or other open container.

(d) This section shall not apply to city-sanctioned events. A city-sanctioned event is an event which is approved by a vote of the Mayor and City Council, or an event for which permit is granted to any board of the City, or Downtown Development Authority.

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 5th day of June 2014.
ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia CHAPTER 15. PARKS AND RECREATION is hereby amended by creating a new Article as follows:

1.

Article III. Festivals.

Sec. 15-50. Purpose

The following are general rules for conducting or regulating festivals in the City of Cartersville, Georgia.

Sec. 15-51. Definitions.

Words and terms used in this article are defined as follows:

Alcoholic beverage. Means and includes, but is not limited to, malt beverages, wine and spirituous liquor as defined in this section.

Controlled zone. A zone within the festival area in which special regulations may apply as recommended in each case by the city manager and authorized by the Mayor and City Council including wristband identification of persons authorized to purchase and hold in possession alcoholic beverages in a public park or street.

Festival. A program of cultural and/or entertainment events open to the general public and taking place either fully or in part on public streets, thoroughfares, parks, squares, or other public property in connection with a community festival. To be regulated by this article, each such festival must be designated as a festival by the mayor and City Council.

Festival area. The area specifically designated and defined by the Mayor and City Council as the location of festival events and activities.

Sec. 15-52. Designation of a community festival.

On the recommendation of the city manager, the Mayor and City Council may designate and name certain community festival days and during such festival days authorize cultural and entertainment events and initiate the regulatory provisions of this article within the festival area.

Sec. 15-53. Designation of a festival area

The Mayor and board shall designate the festival area in the resolution that designates the event as a festival and have the right to add any regulations per the specific festival.

Sec. 15-54. Designation and management of controlled zone.

(a) Upon recommendation of the city manager, the Mayor and City Council may designate one or more controlled zones within the festival area, and may authorize the city manager to implement regulations and controls which will be specific for each designated controlled zone. Such regulations and controls may include but are not limited to the following:

(1) ***Fencing and gating.*** Fencing designated controlled zone(s) and establishing entrance gates for controlling and limiting access to each controlled zone.

(2) ***Identification, entrance criteria.*** Requiring wristbands or other means of identifying persons who have met entrance criteria. Entrance criteria may include but are not limited to prohibiting persons from entering with weapons, alcoholic beverages, pets,

skates, bicycles, and other items which may be dangerous, disruptive, or inconvenient in crowded conditions, and prohibiting entry by persons appearing to be intoxicated.

(3) *Identification, consumption of alcoholic beverages.* Requiring wristbands or other means of identifying persons who have displayed proof of attaining the age of 21 years, and who are authorized to purchase or hold in possession alcoholic beverages within the controlled zone, both within and outside of licensed alcoholic beverage establishments. A fee as set by the Mayor and City Council may be charged for such wristband. The transfer of wristband from one person to another person is prohibited and if a violation occurs, the wristband will be forfeited. Displaying such a wristband does not relieve alcoholic beverage establishments of responsibility for determining if a person has attained the age of 21 years before dispensing alcohol to that person.

(4) *Containers, cups.* Any establishment serving alcoholic beverages where the individuals purchasing said beverages will be walking around in the containment area shall only serve the alcoholic beverage in a disposable cup. Disposable cups must be composed of a material that is not glass, ceramic, aluminum, or other hard substance. Plastic or Styrofoam cups are allowed. The city also reserves the right to determine additional regulations in regards to the containers/cups when approving the festival.

(5) *Transport of alcoholic beverages into or out of a designated controlled zone.* The transport of alcoholic beverages for personal consumption either into or out of any designated controlled zone is prohibited.

(6) *Designation of festival manager within controlled zone.* The Mayor and City Council may designate a festival manager and/or the City of Cartersville or Downtown Development Authority to manage the festival activities to organize and manage festival activities within a controlled zone, as set forth in subsection 15-54. Furthermore, the designated festival manager and/or the city will be responsible for approving or not approving the vendors/establishments that seek participation in the festival.

(b) *Insurance.* Any organization authorized to organize and manage festival activities within a controlled zone shall take out and keep in force for all activities associated with such event a special events liability policy. Such policy shall provide the following:

(1) *Minimum coverage limits:* The city manager will recommend to the Mayor and City Council adequate minimum coverage limit depending on the scope of festival.

(2) *Named as additional insured:* The City of Cartersville, and its officers, employees and agents shall be named as additional insureds. In some cases other local, state, and federal governments or private individuals or corporations may be required to be named as an additional insured if the property is leased, is under lease, or private property is being used to conduct the festival.

(3) *Certificate of insurance:* A certificate of insurance shall be issued to the additional insured at least five days prior to the beginning of the event. Such certificate shall be on a standard form and will provide for notification of the additional insured within ten days of termination of coverage.

(4) Coverage shall include claims for damages because of bodily injury and for DRAMSHOP liability.

Sec. 15-55. Restricting hours of alcohol sales.

Hours of alcohol sales will be set forth in the resolution establishing the festival.

Sec. 15-56. Qualified vendors.

All qualified vendors must have a City of Cartersville pouring license or have completed the application process for a temporary City of Cartersville pouring license and a State of Georgia alcohol license prior to the event date. Temporary permits are issued to qualified vendors in accordance with regulations as set forth in Section 4-130.

Sec. 15-57. Permit.

Permit applications shall be obtained from the parks and recreation department or festival manager before requesting approval to organize and/or conduct a festival.

Sec. 15-58. No waiver.

Nothing contained herein shall waive the sovereign immunity of the City of Cartersville as currently existing or as maybe hereafter amended. Further, this ordinance shall not constitute a waiver or modification of state law, city ordinances or federal law.

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 5th day of June 2014.
ADOPTED this the day of. Second Reading.

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

ATTEST:

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

2. Budget Ordinance for the Fiscal Year 2014-15

Tom Rhinehart, Finance Director presented council with the fiscal year 2014-2015 budget. Mr. Rhinehart stated that this is a balanced budget with a decrease of \$575,460.00 or 0.40 percent from last year's budget. The budget includes salary adjustments for all departments with no city property tax increase, funding for the school system, a reduction in staff, increased health insurance premiums for both the city and employees, an increase in the residential water and sewer rates and an increase in the water tap fees. Mr. Rhinehart recommended approval of the proposed fiscal year 2014-15 budget as presented.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2014 - 2015 budget.

2014 - 2015 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$40,884,650	
Expenditures:		
Legislative		\$19,281,520
Administration		\$ 926,870
Finance Dept.		\$ 1,125,065
Customer Service Dept.		\$ 634,260
Police		\$ 5,250,785
Fire		\$ 7,202,180
Municipal Court		\$ 259,055
Public Works		\$ 2,246,650
Recreation		\$ 2,992,180
Planning & Development		\$ 815,680
Downtown Development Authority		\$ 150,405

Special Revenue Funds

SPLOST – 2003	\$ 760,000	\$ 760,000
SPLOST – 2007	\$ 0	\$ 0
SPLOST – 2014	\$ 3,516,000	\$ 3,516,000
DEA	\$ 172,015	\$ 172,015
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 500,000	\$ 500,000
Motor Vehicle Rental Tax	\$ 55,000	\$ 55,000
Grant Funds	\$ 0	\$ 0
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 66,415	\$ 66,415
Development Fees	\$ 5,000	\$ 5,000

Enterprise Funds

Fiber Optics	\$ 1,839,960	\$ 1,839,960
Electric	\$49,027,080	\$49,027,080
Gas	\$26,770,995	\$26,770,995
Solid Waste	\$ 2,448,375	\$ 2,448,375
Stormwater	\$ 1,645,065	\$ 1,645,065
Water & Sewer	\$15,373,335	\$11,010,755
Water Pollution Control Plant		\$ 2,159,160
Water Treatment Plant		\$ 2,203,420

Internal Service Fund

Garage	\$ 1,600,885	\$ 1,600,885
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BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 5th day of June 2014.

ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

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

Tom Rhinehart, Finance Director stated that in order to balance the Water and Sewer Fund Fiscal Year 2015 budget several revenue increases have been proposed. They are as follows: a 7.5 percent increase in residential water and sewer customers; a 5 percent increase in the base monthly water rate; changes to the monthly base consumption; and increases to the

water tap fees. With these proposed rate increases, the City of Cartersville will remain one of the lowest water and sewer rates in the surrounding areas. Mr. Rhinehart stated that these increases are needed to maintain the existing system and plan for any necessary future expansions and recommended approval.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

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

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

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.25	\$ 13.28
3/4" full flow	\$ 10.87	\$ 19.32
1"	\$ 16.91	\$ 31.40
1 ¼" or 1 ½"	\$ 33.81	\$ 57.96
2"	\$ 65.21	\$119.54
4"	\$120.75	\$233.65
6"	\$188.37	\$338.10
8"	\$241.50	\$467.30
Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 10 consumptions per month	\$1.49/100 cu. ft.	\$2.99/100 cu. ft.
(b) 11 – 14 consumptions per month	\$2.57/100 cu. ft.	\$3.24/100 cu. ft.
(c) 15 – 19 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(d) 20 + consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters	\$2.42/100 cu. ft.	\$3.56/100 cu. ft.
	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(iii) Irrigation System Meters	\$1.49/100 cu. ft.	\$2.99/100 cu. ft.

(iv) Industrial and All Other Meters		
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(b.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.25	\$ 7.25
3/4" full flow	\$ 10.87	\$ 10.87
1"	\$ 16.91	\$ 16.91
1 ¼" or 1 ½"	\$ 33.81	\$ 33.81
2"	\$ 65.21	\$ 65.21
4"	\$120.75	\$120.75
6"	\$188.37	\$188.37
8"	\$241.50	\$241.50
Plus consumption	\$1.64/100 cu. ft.	\$3.30/100 cu. ft.

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

Other provisions:

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

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

(d)	Capacity fees—A capacity fee for water and/or sewer service shall be requested for
------------	---

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

Other provisions:

Apartments and hotels per unit calculations.

All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees.

All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent):

- (a) Restaurant;
- (b) Lounge;
- (c) Car wash;
- (d) Lobby;
- (e) Full kitchen (not part of restaurant).

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
In Inches:		
2	\$ 15.00	\$ 30.00
4	\$ 22.50	\$ 45.00
6	\$ 30.00	\$ 60.00
8	\$ 60.00	\$120.00
10	\$150.00	\$300.00
12	\$225.00	\$450.00

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

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

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 6.90	\$ 6.90
3/4" full flow	\$ 10.35	\$ 10.35
1"	\$ 16.10	\$ 16.10
1 ¼" or 1 ½"	\$ 32.20	\$ 32.20
2"	\$ 62.10	\$ 62.10
4"	\$115.00	\$115.00
6"	\$179.40	\$179.40
8"	\$230.00	\$230.00
Plus consumption	\$1.53/100 cu. ft.	\$3.07/100 cu. ft.

This Ordinance shall become effective on July 1, 2013.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 6th day of June 2013.

ADOPTED this the day of June 2013. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie K. Keeling
City Clerk

E. Appointments

1. Board of Zoning Appeal

Randy Mannino, Planning and Development Director stated that the Mayors appointment to the Board of Zoning Appeals expires in June. This is a two year term and current appointment is Lamar Pendley who has served since June 2000 and the Mayor has asked that Mr. Pendley be appointed for another term.

A motion to approve the appointment of Mr. Pendley was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

2. Cartersville Building Authority

Mayor Santini stated that there were two appointments to the Cartersville Building Authority and recommended the appointment of Sam Grove and Jerry Milam. These are four year terms that will expire May 15, 2018.

A motion to approve the appointment of Sam Grove and Jerry Milam was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

F. Resolutions

1. Cartersville Business Improvement District (B.I.D.) Budget Amendment

Tara Currier, Downtown Development Director stated that the Cartersville Business Improvement District (B.I.D.) is a special assessment levied against properties within the downtown business district. Ms. Currier stated that the DDA Board and staff have contacted all downtown property owners asking for approval to amend the budget as follows: 15% administration; 35% downtown promotion; and 50% downtown improvements which would

include sign/façade grants). The necessary 51% approval of downtown property owners has been received and Ms. Currier recommended approval.

A motion to approve Resolution No. 07-14 was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Resolution No. 07-14

WHEREAS, the Cartersville City Council approved the establishment of the Cartersville Business Improvement District in June 2002.

WHEREAS, the Downtown Development Authority (DDA) Business Improvement District wishes to amend the percentage of funds spent on programs and services under the Downtown Cartersville Business Improvement District.

WHEREAS, the DDA Board recommends that the Business Improvement District percentage of funds spent on programs and services be amended.

WHEREAS, business owners in the Business Improvement District have been petitioned and over 51% of the business owners have approved of the plan amendment. A copy of the petition is attached hereto as Exhibit "A".

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Cartersville Business Improvement District percentage of funds spent on programs and services for the BID are hereby amended as outlined in the BID Management Plan, which is attached hereto and incorporated herein as Exhibit "B".

ADOPTED this the 5th day of June 2014.

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

ATTEST:

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

2. Date and Time Change for Regularly Scheduled Council Meeting on July 3, 2014

Sam Grove, City Manager stated that the first meeting in July will be on July 3rd. To avoid the Independence Day Holiday, Mr. Grove recommended changing the meeting to Tuesday, July 1, 2014 at 7 p.m.

A motion to approve Resolution No. 08-14 to move the first meeting in July was made by

Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

Resolution No. 08-14

WHEREAS, The Mayor and City Council has determined that it is in the best interest of the City of Cartersville and it's 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 3rd day of July, 2014 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 1st day of July, 2014 at 7 PM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this June 5th, 2014

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

G. Contracts/ Agreements

1. Optimists for July 4, 2014 Celebration

Sam Grove, City Manager stated that this is the annual contract between the City of Cartersville and the Optimist Club for the festivities at Dellinger Park for the July 4th Celebration and recommended approval.

A motion to approve the contract with the Optimist Club for the July 4th Celebration was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

2. Plant Vogtle Units 3 & 4 Financing

Don Hassebrock, Electric Department Director stated that this is a resolution authorizing

for the Mayor and City Clerk to execute the Power Sales Contracts once they are delivered in final form. The MEAG board has approved the contracts in substantial complete form and delivered to the Participants for their review. The DOE loan guarantee financing is projected to save annually in excess of 45 million dollars over the term of the loan and Mr. Hassebrock recommended approval subject to the city attorneys' approval on the final documents.

A motion to approve the Mayor and City Clerk to sign any and all documents subject to the city attorney's approval was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Resolution No. 08-14

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN AMENDED AND RESTATED POWER SALES CONTRACTS RESPECTING THE PLANT VOGTLE ADDITIONAL UNITS; AND FOR OTHER PURPOSES

WHEREAS, the CITY OF CARTERSVILLE ("City") is a Participant of the Municipal Electric Authority of Georgia ("MEAG Power"); and

WHEREAS, the City is party to (i) a certain Plant Vogtle Additional Units Non-PPA Power Sales Contract (the "Non-PPA Contract"), (ii) a certain Plant Vogtle Additional Units PPA Power Sales Contract (the "PPA Contract") and (iii) a certain Plant Vogtle Additional Units PPA-2 Power Sales Contract (the "PPA-2 Contract," and together with the Non-PPA Contract and the PPA Contract, the "Contracts"), each dated as of June 15, 2008, with MEAG Power; and

WHEREAS, the Contracts, along with substantially similar contracts between MEAG Power and certain other Participants, and the bonds and bond resolutions related thereto were validated in Superior Court of Fulton County, Georgia in Civil Action File Nos. 2008CV159297 and 2009CV179503; and

WHEREAS, the City and MEAG Power desire to amend the Contracts, and have caused certain amendments and restatements thereof to be prepared (the "Amendments"), to accommodate, among other things, the DOE Guaranteed Loan (as defined in the Amendments) in order to effect lower financing costs for the Plant Vogtle Additional Units Non-PPA Project, the Plant Vogtle Additional Units PPA Project and the Plant Vogtle Additional Units PPA-2 Project, drafts of which are attached hereto as Exhibits A, B and C, respectively;

NOW, THEREFORE, BE IT RESOLVED that the Mayor ("Authorized Official") is hereby authorized and directed to execute, and the Clerk, or any Assistant Clerk, is hereby authorized to attest and deliver the Amendments, in substantially the forms thereof attached hereto, with such changes thereto as the Authorized Official deems necessary or appropriate, including changes requested by

DOE (as defined in the Amendments) in connection with the DOE Guaranteed Loan, the execution of the Amendments by the Authorized Official being conclusive evidence of the approval of such changes; and

FURTHER RESOLVED that the City hereby authorizes the Mayor and the Clerk, or any Assistant Clerk, to take any further actions and execute and deliver any other documents necessary to carry out the purpose of this Resolution, as amended from time to time, including, but not limited to, executing all documents necessary for validation and confirmation of the Amendments and other matters respecting the :DOE Guaranteed Loan.

ADOPTED this the 5th day of June 2014.

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

ATTEST:

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

3. Terrell Heights Flood Study

Wade Wilson, City Engineer stated that due to continual flooding of Woodland Drive and surrounding properties, Public Works has solicited a proposal from Rindt-McDuff Associates, Inc. to perform a flood study and recommendations regarding this sub-basin. Mr. Wilson stated that this company has performed a similar study on the Wells Street project several years ago and recommended approval at a proposed cost of \$10,700.00 (this includes the surveying).

A motion to approve the Terrell Heights Flood Study by Rindt-McDuff was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

4. Novation Agreement – JJG and Jacobs Engineering Group, Inc.

Bob Jones, Water and Sewer Superintendent stated that on January 1, 2011 Jacobs Engineering Group, Inc. acquired Jordan, Jones, and Goulding, Inc. This novation agreement is a housekeeping measure to legally substitute “Jacobs” for JJG” on all existing contracts. Mr. Jones stated that execution of this agreement will allow both Jacobs and the City to continue working on these needed projects and clear any resulting legal ambiguity as a result of the corporation acquisition and recommended approval.

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

H. Change Order

1. Mission Road Gravity Sewer Replacement – Phase I Change Order No. 2 (Final)

Bob Jones, Water and Sewer Superintendent stated that on September 5, 2013 council approved the Mission Road Gravity Sewer Replacement – Phase I project in the amount of \$66,727.10. During construction damage to a previously unknown storm drain catch basin and failure of a 1916 manhole resulted in an addition of \$25,685.00. This is the final change order to reduce the project amount to actual used quantities. The project total was completed for \$79,357.64 which is a reduction of \$13,054.76 and Mr. Jones recommended approval to reduce the final project amount and close the contract.

A motion to approve to reduce the final project amount and close the contract was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

I. Bid Award/Purchases

1. D & C Inventory Restock 3 - 2014

Bob Jones, Water and Sewer Superintendent stated that bids were accepted to restock materials used in the daily maintenance and operation of the water distribution system and recommended approval of the low bid from HD Supply in the amount of \$8,479.28.

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

2. Police Vehicle

Tommy Culpepper, Police Chief stated that this purchase is to replace the police vehicle that was destroyed in the March 12, 2014 collision on West Avenue. Bids were solicited with only one bid returned from Robert Loehr of Cartersville in the amount of \$23,571.00 which is \$1,843.00 less than the last vehicle purchased in 2013. Chief Culpepper asked approval for an amount up to \$35,000.00 to purchase the vehicle and associated equipment.

A motion to approve an amount up to \$35,000.00 to purchase the vehicle and associated equipment was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

3. Gas Meters

Gary Riggs, Gas Superintendent stated that bids were solicited for 200 residential gas meters to be used in the daily maintenance and operation of the Cartersville Gas System and recommended the low bid from Equipment Controls Company in the amount of \$14,400.00.

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

4. Senior Aquatic Center

Greg Anderson, Parks and Recreation Superintendent stated that the Senior Aquatic Center pool-paks compressor went out and needed to be replaced. Mr. Anderson stated that these repairs were completed on an emergency basis and recommended approval of the invoice from Honeywell International in the amount of \$9,918.00.

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

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

Added Item:

1. Quit Claim Deed Release First Time Homebuyers Program

Randy Mannino stated that this is a quit claim deed release for Lot 28 in Hamilton Township Subdivision. Mr. Mannino stated that this property was part of the first time homebuyers program and the applicant has fulfilled their obligation of five year ownership as set forth in this2 program. Mr. Mannino recommended approval.

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

2. GMA Membership Dues Invoice

Sam Grove, City Manager stated that this is an invoice for the 2014-2015 Membership Dues for the Georgia Municipal Association in the amount of \$6,382.65. Mr. Grove recommended approval.

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

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
Cartersville-Bartow County Library Board

SubCategory:	Appointments
Department Name:	
Department Summary Recommendation:	To reappoint Bill Eager to the Cartersville-Bartow County Library Board. The four year term will expire June 30, 2017.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Judy Jones

From: Carmen Sims <carmen@bartowlibrary.org>
Sent: Monday, April 14, 2014 10:15 AM
To: Judy Jones
Cc: Bill Eagar
Subject: Second Term

Judy,

Bill Eagar's first term on the Bartow County Library Board of Trustees expires June 30, 2014. He is eligible for a second three year term and has agreed to serve again. We would like for the City of Cartersville to reappoint Bill to the Bartow County Library Board of Trustees for the term July 1, 2014 – June 30, 2017.

Thank you,
Carmen

Carmen Sims
Bartow County Library System
429 West Main St.
Cartersville, GA 30120

770-382-5657, ext. 123, Fax: 770-386-3056



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
Budget Ordinance for the Fiscal Year 2014-15

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	As discussed in the budget work session on May 12, 2014, the fiscal year 2014-15 budget ordinance is attached. The budget is a balanced budget and decreased \$575,460 or 0.40 percent from last year's budget. The budget includes salary adjustments for all departments, no city property tax increase, school system funding, a reduction in staffing, increased health insurance premiums for both the city and employees, an increase in the residential water and sewer rates, an increase in the water basic monthly rate, and an increase in the water tap fees. Budget comparison by type for the FY 2015 budget expenses compared to the FY 2014 budget include: personnel expenses increased by \$1,029,100 (salary adjustments and increase in health insurance premiums); operating expenses increase of \$153,350; purchase of commodities expenses of \$2,448,440; school board appropriation increase of \$335,710; BID Tax expenses increased by \$41,475; debt service expenses decrease of \$818,970; capital expenses decrease of \$4,256,270; and transfers to the general fund increase of \$408,690. I recommend approval of the proposed fiscal year 2014-15 budget as presented.
City Manager's Remarks:	This item remains unchanged from first reading. Please direct staff if changes are needed by City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2014 - 2015 budget.

2014 - 2015 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$40,884,650	
Expenditures:		
Legislative		\$19,281,520
Administration		\$ 926,870
Finance Dept.		\$ 1,125,065
Customer Service Dept.		\$ 634,260
Police		\$ 5,250,785
Fire		\$ 7,202,180
Municipal Court		\$ 259,055
Public Works		\$ 2,246,650
Recreation		\$ 2,992,180
Planning & Development		\$ 815,680
Downtown Development Authority		\$ 150,405
<u>Special Revenue Funds</u>		
SPLOST – 2003	\$ 760,000	\$ 760,000
SPLOST – 2007	\$ 0	\$ 0
SPLOST – 2014	\$ 3,516,000	\$ 3,516,000
DEA	\$ 172,015	\$ 172,015
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 500,000	\$ 500,000
Motor Vehicle Rental Tax	\$ 55,000	\$ 55,000
Grant Funds	\$ 0	\$ 0
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 66,415	\$ 66,415
Development Fees	\$ 5,000	\$ 5,000

Enterprise Funds

Fiber Optics	\$ 1,839,960	\$ 1,839,960
Electric	\$49,027,080	\$49,027,080
Gas	\$26,770,995	\$26,770,995
Solid Waste	\$ 2,448,375	\$ 2,448,375
Stormwater	\$ 1,645,065	\$ 1,645,065
Water & Sewer	\$15,373,335	\$11,010,755
Water Pollution Control Plant		\$ 2,159,160
Water Treatment Plant		\$ 2,203,420

Internal Service Fund

Garage	\$ 1,600,885	\$ 1,600,885
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BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 5th day of June 2014. First Reading.

ADOPTED this day of June 2013. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

6/19/2014 7:00:00 PM

Amendment to the Utilities Ordinance Regarding Water/Sewer Rates

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	In order to balance the Water and Sewer Fund FY 2015 budget, several revenue increases have been proposed. They are as follows: a 7.5 percent increase in residential water and sewer customers, a 5 percent increase in the base monthly water rate, changes to the monthly base consumption, and increases to the water tap fees. The 7.5 percent increase will allow the water department to continue to maintain the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equates to \$0.10 per 100 cubic feet consumed for city residents and \$0.21 per 100 cubic feet consumed for outside the city residents. The total combined estimated increase for a residential water and sewer customer will be \$5.09 a month on 7500 gallons consumed. The Water and Sewer Fund also proposed a 5 percent increase in the base monthly water and sewer rates. Currently the base monthly fee is \$6.90 and the proposed base fee will increase to \$7.25 a month. This equates to an increase of \$0.35 a month. A third proposed change in the water and sewer rate structure is the monthly tier consumption. The first tier is currently set at 0 to 10 consumptions and is proposed to decrease to 0 to 8 consumptions. This change is needed to correspond to the changes in consumption that were made in the droughts of 2008 and 2009. Also, the Metro North Georgia Water Planning District, of which Cartersville Water Department is a member, encouraged the city to review and make changes to the consumption levels based on the changes of usage that have taken place over the last several years. Finally, the Water and Sewer budget proposes an increase to the water taps. The current water tap fees are using the material pricing of the materials purchased in 2008. Therefore, the pricing structure is not covering the increased pricing of materials. The planned increases are: with-in city limits 1.5 inch pipe increase of

Cover Memo

Item # 4

	\$700, 2 inch pipe increase of \$500, 4 inch pipe increase of \$750, 6 inch pipe increase of \$1000, and 8 inch pipe increase of \$1000; out-side city limits 1.5 inch pipe increase of \$800, 2 inch pipe increase of \$450, 4 inch pipe increase of \$450, 6 inch pipe increase of \$700, and 8 inch pipe increase of \$700. With these proposed increases in the rates, City of Cartersville residential water and sewer customers will remain one of the lowest water and sewer rates in the surrounding areas. These increases are needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2014.
City Manager's Remarks:	This ordinance is unchanged from first reading. This ordinance is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

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

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

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.25	\$ 13.28
3/4" full flow	\$ 10.87	\$ 19.32
1"	\$ 16.91	\$ 31.40
1 ¼" or 1 ½"	\$ 33.81	\$ 57.96
2"	\$ 65.21	\$119.54
4"	\$120.75	\$233.65
6"	\$188.37	\$338.10
8"	\$241.50	\$467.30
Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 10 consumptions per month	\$1.49/100 cu. ft.	\$2.99/100 cu. ft.
(b) 11 – 14 consumptions per month	\$2.57/100 cu. ft.	\$3.24/100 cu. ft.
(c) 15 – 19 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(d) 20 + consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters	\$2.42/100 cu. ft.	\$3.56/100 cu. ft.
(iii) Irrigation System Meters	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(iv) Industrial and All Other Meters	\$1.49/100 cu. ft.	\$2.99/100 cu. ft.

(b.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 7.25	\$ 7.25
3/4" full flow	\$ 10.87	\$ 10.87
1"	\$ 16.91	\$ 16.91
1 ¼" or 1 ½"	\$ 33.81	\$ 33.81
2"	\$ 65.21	\$ 65.21
4"	\$120.75	\$120.75
6"	\$188.37	\$188.37
8"	\$241.50	\$241.50
Plus consumption	\$1.64/100 cu. ft.	\$3.30/100 cu. ft.

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

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

Attachment number 1 \nPage 2

Other provisions:

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

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

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

Other provisions:

Apartments and hotels per unit calculations.

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

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

Attachment number 1 \nPage 3

- (a)Restaurant;
- (b)Lounge;
- (c)Car wash;
- (d)Lobby;
- (e)Full kitchen (not part of restaurant).

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
In Inches:		
2	\$ 15.00	\$ 30.00
4	\$ 22.50	\$ 45.00
6	\$ 30.00	\$ 60.00
8	\$ 60.00	\$120.00
10	\$150.00	\$300.00
12	\$225.00	\$450.00

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

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

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 6.90	\$ 6.90
3/4" full flow	\$ 10.35	\$ 10.35
1"	\$ 16.10	\$ 16.10
1 ¼" or 1 ½"	\$ 32.20	\$ 32.20
2"	\$ 62.10	\$ 62.10
4"	\$115.00	\$115.00
6"	\$179.40	\$179.40
8"	\$230.00	\$230.00
Plus consumption	\$1.53/100 cu. ft.	\$3.07/100 cu. ft.

This Ordinance shall become effective on July 1, 2013.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 6th day of June 2013.
ADOPTED this the day of June 2013. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

Attachment number 1 \nPage 4

/s/ _____
Connie K. Keeling
City Clerk



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
Alcohol Festival Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	This is the Alcohol Festival Ordinance for City Sponsored Festivals. The Alcohol Control Board has approved for this ordinance to be sent to council for approval.
City Manager's Remarks:	This item remains unchanged from first reading and is recommended for your approval.
Financial/Budget Certification:	
Legal:	City Attorney has drawn up these documents for Council.
Associated Information:	

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 15. PARKS AND RECREATION** is hereby amended by creating a new Article as follows:

1.

Article III. Festivals.**Sec. 15-50. Purpose**

The following are general rules for conducting or regulating festivals in the City of Cartersville, Georgia.

Sec. 15-51. Definitions.

Words and terms used in this article are defined as follows:

Alcoholic beverage. Means and includes, but is not limited to, malt beverages, wine and spirituous liquor as defined in this section.

Controlled zone. A zone within the festival area in which special regulations may apply as recommended in each case by the city manager and authorized by the Mayor and City Council including wristband identification of persons authorized to purchase and hold in possession alcoholic beverages in a public park or street.

Festival. A program of cultural and/or entertainment events open to the general public and taking place either fully or in part on public streets, thoroughfares, parks, squares, or other public property in connection with a community festival. To be regulated by this article, each such festival must be designated as a festival by the mayor and City Council.

Festival area. The area specifically designated and defined by the Mayor and City Council as the location of festival events and activities.

Sec. 15-52. Designation of a community festival.

On the recommendation of the city manager, the Mayor and City Council may designate and name certain community festival days and during such festival days authorize cultural and entertainment events and initiate the regulatory provisions of this article within the festival area.

Sec. 15-53. Designation of a festival area

The Mayor and board shall designate the festival area in the resolution that designates the event as a festival and have the right to add any regulations per the specific festival.

Sec. 15-54. Designation and management of controlled zone.

(a) Upon recommendation of the city manager, the Mayor and City Council may designate one or more controlled zones within the festival area, and may authorize the city manager to implement regulations and controls which will be specific for each designated controlled zone. Such regulations and controls may include but are not limited to the following:

(1) *Fencing and gating.* Fencing designated controlled zone(s) and establishing entrance gates for controlling and limiting access to each controlled zone.

(2) *Identification, entrance criteria.* Requiring wristbands or other means of identifying persons who have met entrance criteria. Entrance criteria may include but are not limited to prohibiting persons from entering with weapons, alcoholic beverages, pets, skates, bicycles, and other items which may be dangerous, disruptive, or inconvenient in crowded conditions, and prohibiting entry by persons appearing to be intoxicated.

(3) *Identification, consumption of alcoholic beverages.* Requiring wristbands or other means of identifying persons who have displayed proof of attaining the age of 21 years, and who are authorized to purchase or hold in possession alcoholic beverages within the controlled zone, both within and outside of licensed alcoholic beverage establishments. A fee as set by the Mayor and City Council may be charged for such wristband. The transfer of wristband from one person to another person is prohibited and if a violation occurs, the wristband will be forfeited. Displaying such a wristband does not relieve alcoholic beverage establishments of responsibility for determining if a person has attained the age of 21 years before dispensing alcohol to that person.

(4) *Containers, cups.* Any establishment serving alcoholic beverages where the individuals purchasing said beverages will be walking around in the containment area shall only serve the alcoholic beverage in a disposable cup. Disposable cups must be composed of a material that is not glass, ceramic, aluminum, or other hard substance. Plastic or Styrofoam cups are allowed. The city also reserves the right to determine additional regulations in regards to the containers/cups when approving the festival.

(5) *Transport of alcoholic beverages into or out of a designated controlled zone.* The transport of alcoholic beverages for personal consumption either into or out of any designated controlled zone is prohibited.

(6) *Designation of festival manager within controlled zone.* The Mayor and City Council may designate a festival manager and/or the City of Cartersville or Downtown Development Authority to manage the festival activities to organize and manage festival

activities within a controlled zone, as set forth in subsection 15-54. Furthermore, the designated festival manager and/or the city will be responsible for approving or not approving the vendors/establishments that seek participation in the festival.

(b) *Insurance.* Any organization authorized to organize and manage festival activities within a controlled zone shall take out and keep in force for all activities associated with such event a special events liability policy. Such policy shall provide the following:

(1) *Minimum coverage limits:* The city manager will recommend to the Mayor and City Council adequate minimum coverage limit depending on the scope of festival.

(2) *Named as additional insured:* The City of Cartersville, and its officers, employees and agents shall be named as additional insureds. In some cases other local, state, and federal governments or private individuals or corporations may be required to be named as an additional insured if the property is leased, is under lease, or private property is being used to conduct the festival.

(3) *Certificate of insurance:* A certificate of insurance shall be issued to the additional insured at least five days prior to the beginning of the event. Such certificate shall be on a standard form and will provide for notification of the additional insured within ten days of termination of coverage.

(4) Coverage shall include claims for damages because of bodily injury and for DRAMSHOP liability.

Sec. 15-55. Restricting hours of alcohol sales.

Hours of alcohol sales will be set forth in the resolution establishing the festival.

Sec. 15-56. Qualified vendors.

All qualified vendors must have a City of Cartersville pouring license or have completed the application process for a temporary City of Cartersville pouring license and a State of Georgia alcohol license prior to the event date. Temporary permits are issued to qualified vendors in accordance with regulations as set forth in Section 4-130.

Sec. 15-57. Permit.

Permit applications shall be obtained from the parks and recreation department or festival manager before requesting approval to organize and/or conduct a festival.

Sec. 15-58. No waiver.

Nothing contained herein shall waive the sovereign immunity of the City of Cartersville as currently existing or as maybe hereafter amended. Further, this ordinance shall not constitute a waiver or modification of state law, city ordinances or federal law.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK

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 4. PREMISES RESTRICTIONS. Sec. 4-106. Consumption in other public places** is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

(a) Nothing in this article shall be construed to permit consumption of any intoxicating beverages in any public place in the City other than within the definite, closed-in or partitioned location, whether room or building, wherein pouring takes place, except for permitted caterers, sidewalk cafes, or right-of-way cafes, or City-Sanctioned event.

(b) No bottle or other containers of alcoholic beverages shall be opened or consumed by any person on the premises upon which the place of business is conducted and licensed under this chapter, whether the bottle or container so opened or consumed was bought or obtained at the place of business or elsewhere, unless the premises is licensed under this chapter for consumption on the premises, except in the case of those places of business which are licensed for a wine specialty shop. These businesses may also allow sampling of wines so long as there is no charge for admittance for the wine sample and the serving size does not exceed one and a half ounces.

(c) An establishment licensed under this chapter to sell alcoholic beverages shall not allow any person to leave such licensed premises with any alcoholic beverage in an open cup, bottle, can or other open container.

(d) This section shall not apply to city-sanctioned events. A city-sanctioned event is an event which is approved by a vote of the Mayor and City Council, or an event for which permit is granted to any board of the City, or Downtown Development Authority.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
Speed Table Ordinance Addition

SubCategory:	First Reading of Ordinances
Department Name:	Public Works
Department Summary Recommendation:	Public Works is proposing the addition of a Speed Table Ordinance to be instituted for residential streets within the City of Cartersville. This ordinance will allow mayor and council to approve the installation of speed tables on residential streets that meet the requirements found in said proposed ordinance.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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 12 Motor Vehicles and Traffic IV-X. Reserved** is hereby amended by deleting said Articles in their entirety and replacing them with the following:

1.

Section 12-101 - PURPOSE

The objective of the City of Cartersville Speed Table Ordinance is to provide a process whereby residential street(s) may obtain speed tables on residential streets with a maximum posted speed limit of 30 mph. Alternative traffic calming devices are available and may be considered separately or as part of this process. To qualify for the installation of speed tables, areas of affected streets must meet all requirements set forth in this ordinance.

Section 12-102 - DEFINITIONS

- (a) 85th Percentile Speed: An index of traffic speeds for a road segment used by transportation professionals for traffic analysis purposes. The 85th percentile speed is the speed at which 85 percent of the motorists are driving at or below.
- (b) Affected Street(s): The actual street(s) proposed for speed table installation. Affected street property owners are the owners of the lots with any frontage, including side frontage, on the street(s) proposed for speed table installation.
- (c) ADT: Stands for average daily traffic and is a unit of measure used by transportation professionals for traffic volume analysis. Average daily traffic for the purpose of this policy refers to the traffic in both directions on a particular street within a 24-hour time period.
- (d) City Council: The Mayor and City Council
- (e) Contact Person(s): The person(s) requesting in writing a study to determine if their particular residential streets(s) qualifies for the installation of speed tables.
- (f) Resident: The owner of property on a residential subdivisions streets(s), or if the property owner of a rental property is not able to be contacted, the tenant of the rental property.
- (g) Residential Street: A section of city street(s) being considered for speed table installation that is bordered along the entirety of both sides by properties used for residential purposes with the exception of properties adjacent to significant cross streets or having no constructed vehicular access to the studied street.
- (h) Speed Table: A vertical type traffic-calming device designed to reduce motorist's speeds to the posted speed limit.

- (i) **Traffic Calming:** A term used by transportation professionals to refer to reducing traffic speeds.

Section 12-103 – REQUIREMENTS FOR STUDY

- (a) The following criteria must be met before a particular residential street(s) is studied for possible speed table installation:

(1) **Local, Residential Street** – the City of Cartersville must confirm that the requested streets are classified as local, residential streets with a maximum posted speed limit of 30 mph, or below. In addition, the requested street(s) must be suitable for speed table installation: streets must be a minimum of 1000 feet in length, and at least 1000 feet of each street must have grades 10 percent or less and horizontal curves less severe than a radius of 300 feet.

(2) **A Request (In Writing)** – the City of Cartersville must receive a written request from a resident (or residents) of a particular Residential Street(s) asking that their street(s) be studied to determine if any qualify for the installation of speed tables. The address of the Resident making such request will be verified using the same procedures used for re-zoning requests.

- (b) Residential Streets meeting the above criteria are added to the City of Cartersville list as a speed table study area for study purposes.

Section 12-104 – VALIDATE SPEED AND VOLUME REQUIREMENTS

Upon authorization by City Council, a speed table request will be evaluated based upon the following study criteria. The following requirements have been established in determining if streets qualify for study regarding the possible installation of speed tables:

Traffic data will be collected from selected Residential Street to determine the 85th Percentile Speed and the ADT. If the 85th Percentile Speed is 10 mph or more over the posted speed limit, and the ADT is between 300 and 3000 vehicles, the Residential Street qualifies for a Public Meeting.

Section 12-105 – PUBLIC MEETING

For all study areas that meet the previous requirements, a public meeting shall be held at which a representative of the Public Works Department shall be present and take minutes for presentation to City Council. Public meetings are held in order to provide speed table study area residents with relevant information prior to City Council public hearings/readings.

Prior to Public Meetings, Public Works shall mark the proposed speed table location(s) on the Residential Street(s) within 3 feet of the final location(s) and shall subsequently verify that the Resident(s) of property fronting the speed table location(s) agree with the proposed location(s). In the event that no suitable speed table location(s) can be agreed upon by Public Works and the

Resident(s) fronting the location(s), the matter will be brought forward to Council for consideration prior to further action.

Notices of the public meetings will be posted a minimum of fourteen days prior to each meeting. Signs advertising the public meeting(s) will be provided and installed by the City of Cartersville Public Works Department. Signs will be clearly legible to traffic traveling in each direction near each end of the road section being considered for speed tables. Public meetings consist of a short presentation, followed by a question and comment session. The purpose of the public meeting is to provide reasonable accommodation for input from Residents and others that may use the Residential Street(s) to access their lots.

Section 12-106 – PUBLIC HEARING BEFORE CITY COUNCIL

A public hearing shall be held to determine whether speed tables shall be installed on a Residential Street. Notice of public hearings shall follow the procedures in use at the time for providing notice for rezoning matters. Public hearings before the Council will be conducted only for those locations that qualify for consideration under this policy. After the conclusion of the public hearing, the City Council may then vote to approve/disapprove installation of speed tables in the study. Said approval shall be handled as an ordinance amendment.

Emergency service providers (police, fire, and ambulance) will be requested to provide information to the Council related to the effects of installing speed tables in the requested study area.

Section 12-107 – SPEED TABLE DESIGN STANDARDS

The geometric design of speed tables is a crucial factor in their effectiveness. City of Cartersville speed tables will be constructed per the following specifications:

Vertical Height – 3 inches. A tolerance for minor height differences due to construction variations may be permitted.

Horizontal Length – 22 feet (consisting of an incline of 6 feet; a plateau of 10 feet in length; and a decline of 6 feet)

Spacing/Placement – In order to be effective, speed tables are typically installed in a series. Spacing between tables will vary between a minimum spacing of 300 feet and a maximum spacing of 800 feet or as recommended by Public Works. Minor changes in the proposed speed table location up to 3 feet may be considering prior to installation of the speed tables based upon resident concerns and the engineering feasibility to make such modifications.

Signs/Pavement Markings – Speed tables will be identified in accordance with signing and pavement marking standards in the *Manual On Uniform Traffic Control Devices*, latest edition. In cases where special safety circumstances exist, Public Works may authorize signing and pavement marking exceeding the minimum standards set forth in the *Manual on Uniform Traffic Control Devices*.

Section 12-108 – INSTALLATION OF SPEED TABLES

Speed tables may be funded by the City of Cartersville. If the City of Cartersville does not provide funding for this program, the property owners requesting the permanent traffic control devices will be responsible for the costs of these measures. Installation of speed tables will be performed by either a private contractor, contracted by the City of Cartersville, or by City forces. Installation of speed tables will not be considered final until the City of Cartersville Public Works Department inspects the tables for compliance with design standards set forth in this Ordinance.

Section 12-109 – REPEATED REQUESTS

In the case where a request fails because of failing to meet the required criteria or lack of affirmative vote by City, that street(s) must wait a minimum of two years from the start date of the original request in order to make a subsequent request, unless special circumstances have had a noticeable effect on the Study Criteria outlined in this policy. Repeat requests must be in writing and meet the same requirements detailed in this Ordinance for original requests. The process will be identical to a new request and will begin with the initial phases outlined in this Ordinance.

Section 12-110 – REMOVAL PROCESS

Written request(s) for removal of a speed table can only be made after the speed table has been installed for a minimum of four (4) years. In the event that a Resident(s) of a particular Residential street asks that speed tables be removed from the street, such request must be made in writing to the City of Cartersville Public Works Department. It shall be verified that the request is from a Resident(s) who lives on the Residential Street(s), as verified by the same process used for rezoning requests. Once the requestor has been verified as a resident of the affected street(s), a notice of public hearing shall be posted. Notice of public hearing may follow the procedures in use at the time for providing notice for rezoning matters. After the conclusion of the public hearing, the City Council may then vote to approve/disapprove removal of speed tables in the study using the procedure provided for to approve amendments to ordinances. Speed tables will not be removed unless approved by the City Council. City of Cartersville reserves the right to remove speed tables for any reason.

Section 12-111 – VARIANCE PROCEDURE

The City Council, at its sole discretion, may vary from the procedure or standards set forth herein for any reason.

Additionally, a Resident of an Affected Street may request, in writing, that the City Council grant a variance from the procedures or standards set forth in Sections 101-107 of this ordinance. Once a written variance request is filed with the City, the City shall hold a public hearing to determine whether the variance should be granted. Notice of variance hearings shall follow the procedures in use at the time for providing notice for rezoning matters. After the conclusion of

the variance hearing, the City Council may then vote to approve/disapprove installation of speed tables in the study at its sole discretion, following the procedure for amendments to ordinances.

Section 12-112 – APPROVED SPEED TABLES

(a) None.

2.

Article V-X. Reserved.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
Airspace Easement Agreement

SubCategory:	Easements
Department Name:	Planning and Development
Department Summary Recommendation:	Mellow Mushroom was issued a "Sidewalk Café" in accordance with the City ordinance for use of the public sidewalk. For further protection to the City from a liability standpoint, the City Attorney's office recommended that the balcony above the lower Sidewalk Café should be covered under an "airspace easement" agreement, thus providing further liability coverage for the City. This is the same type of easement agreement that the City did with Sam Jones United Methodist Church for the overhead crosswalk which was installed over Church Street back in 2003 -2004. Staff recommends approval of this easement agreement.
City Manager's Remarks:	Your approval of this easement is recommended.
Financial/Budget Certification:	
Legal:	City Attorney has reviewed and approved these documents
Associated Information:	

ARCHER & LOVELL, P.C.
ATTORNEYS AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

(770) 386-1116
FAX (770) 382-7484

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: E. KEITH LOVELL, ASST. CITY ATTORNEY
DATE: JUNE 11, 2014
RE: Agenda Item – Easement for Mellow Mushroom

As you are aware, the HPC and Staff approved the balcony that was installed for Mellow Mushroom.

As part of that approval, it is necessary for the City to grant them an airspace easement over the sidewalk. Additionally, they are to provide, and have provided, a two million dollar insurance policy to the City.

The attached easement is recommended by Staff for your approval.

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120

EASEMENT

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned CITY OF CARTERSVILLE as Grantor does hereby grant and convey unto BERKEN ENTERPRISES, LLC, a corporation of the State of Georgia, as Grantee, (hereinafter referred to as "Company"), its successors and assigns, a permanent airspace easement for the construction, and operation, maintenance and use of an elevated walkway on the following described property for use for as a permanent airspace easement to be constructed and installed, and all appurtenances thereto, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lot 455 of the 4th district, 3rd Section as described on Exhibit A attached hereto and incorporated herein by reference. This being the same property shown as a balcony on a survey prepared for Mellow Mushroom by William C. Smith, G.R.L.S. No. 1803 dated May 27, 2014 reference to which is made for a more particular description of said easement.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of airspace, together with the right to use and operate the same continuously and in perpetuity.

The granting of this easement shall not operate to vest in Grantor any title or interest in the equipment or installation made by the Company and any property installed by the Company shall remain the sole property of the Company.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS:

(1) The Company shall either add the city of Cartersville, Georgia as an additional insured or provide separate insurance policy to the city of Cartersville to the limits of \$2,000,000 for general liability, premises liability and Dram Shop liability in relation to the use of the balcony on the proposed easement.

(2) The balcony/elevated walkway must be removed within thirty (30) days upon written request from the City of Cartersville; additionally, in the event that Mellow Mushroom ceases to operate out of said premises, the balcony must be removed within thirty (30) days written notice from the City of Cartersville.

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the Company, its successors and assigns.

The said Company shall not be liable for any statements, agreements, or understandings not herein expressed.

IN WITNESS WHEREOF, the said undersigned has hereunto set its hand and seal this 11th day of June, 2014.

Signed, sealed and delivered
in the presence of:


Witness

Notary Public
6/21/15
My Commission Expires

BERKEN ENTERPRISES, LLC


Managing Member, Berken Enterprises, LLC

IN WITNESS WHEREOF, the said undersigned has hereunto set its hand and seal this _____ day of _____, 2014.

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

Matthew J. Santini, Mayor

Attest:

Connie Keeling, City Clerk

**LEGAL DESCRIPTION
BALCONY TRACT**

All that tract or parcel of land lying and being in The City of Cartersville in Land Lot 455 of the 4th District and 3rd Section of Bartow County, Georgia containing 224 square feet or 0.005 acre and being more particularly described as follows:

BEGINNING at a point on the East right-of-way of Wall Street (R/W varies), which point is North 16 degrees 28 minutes 24 seconds West a distance of 2.20 feet from a building corner at the intersection of the East right-of-way of Wall Street with the North right-of-way of East Main Street;

THENCE South 73 degrees 31 minutes 36 seconds West for a distance of 7.10 feet to a point;

THENCE North 16 degrees 28 minutes 24 seconds West for a distance of 31.50 feet to a point;

THENCE North 73 degrees 31 minutes 36 seconds East for a distance of 7.10 feet to a point on the East right-of-way of Wall Street;

THENCE South 16 degrees 28 minutes 24 seconds East for a distance of 31.50 feet along the East right-of-way of Wall Street to a point and The Point of Beginning.

EXHIBIT 



City of Cartersville

City Council Meeting

6/19/2014 7:00:00 PM

Lease Amendment Relating th the 2008 Cartersville Building Authority Bond

SubCategory:	Other
Department Name:	
Department Summary Recommendation:	Lease Amendment: To the goal of paying off debt associated with the 2008 Cartersville Building Authority Utility Bond which was issued to finish water and sewer improvements to the industry park and surrounding area, the County will amend the terms of the lease to assume 100% of the liability instead of 35.29%, as per the 2011 SPLOST Intergovernmental Agreement. The County will withhold 65.71% of the payments made on the 2008 Bond from the City's future SPLOST distributions. The lease amendment will be necessary for SPLOST to make payments.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM

Raymond James Authorizing Resolution and Letter of Intent for Underwriting Services

SubCategory:	Resolutions
Department Name:	
Department Summary Recommendation:	Approval of this resolution and letter of intent are needed per new federal requirements. These are non-binding and do not obligate the City. This allows Gabe Agan our financial advisor to talk to us and advise the City on the CBA and CDA financings contained elsewhere on the agenda. Both of these items are recommended for your approval.
City Manager's Remarks:	Both of these items are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION

Authorizing Execution Non-Binding Letters of Understanding from Time to Time with Raymond James & Associates, Inc.

WHEREAS, The City of Cartersville (the “City”), the Cartersville Building Authority (“CBA”) and the Cartersville Development Authority (“CDA”) have for many years enjoyed a robust flow of the widest scope of information and ideas both from and with its Investment Bankers at Raymond James; and

WHEREAS, new rules and regulations, effective July 1, 2014, promulgated by the United States Securities and Exchange Commission (“SEC”) pursuant to the 2010 Dodd-Frank Act of the United States Congress (the “Rule”) have the potential to fundamentally alter and adversely impact the way public finance bankers may interact with the City, the CBA and the CDA by limiting the exchange of information and ideas between underwriters of municipal debt and issuers of such debt, and potentially precluding an underwriter from underwriting (either on a negotiated or competitive sale basis) or privately placing certain municipal debt of such issuer under certain facts and circumstances; and

WHEREAS, the Rule provides safe harbors to enable a continued robust flow of useful information and ideas between issuers and underwriters of municipal debt to continue similar (but not the same) as in the past; and

WHEREAS, one of the Rule’s safe harbors that enables a continued open flow of information and ideas between Raymond James and the City, City Staff, CBA, CDA, City Attorney and CBA and CDA Attorney(s) is execution of a non-binding, cancellable at any time by any party, Letter of Intent for underwriting services (“LOI”) substantially in the form attached to this Resolution coupled with acknowledgement of receipt by the City and/or CBA or CDA (as applicable) of a letter from Raymond James commonly known as a G-17 Letter [so named for Municipal Securities Rulemaking Board’s (“MSRB”) Rule G-17]; and

WHEREAS, the City wishes to facilitate the continued open and robust flow of information and ideas between the City and CBA and CDA and staff, legal counsels and elected or appointed officials, and Raymond James in a manner that does not burden the City Council (the “Council”) or inhibit or delay the open exchange of such information and ideas in the future.

NOW THEREFORE BE IT RESOLVED AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Mayor, City Manager, Assistant City Manager, City Attorney, and City Finance Director are each authorized to, from time to time, enter into non-binding, cancellable at any time, Letter(s) of Intent for underwriting services with Raymond James and acknowledge receipt of G-17 Letters, both the forms of which are attached to this Resolution.
2. For exchanges of information and ideas between Raymond James and the CBA (or CDA) and its staff regarding the CBA (or CDA) financings which would prospectively be credit-supported by

intergovernmental contracts between the CBA (or CDA) and the City, Chairman of each Authority, City Manager, Assistant City Manager, City Attorney, and City Finance Director are each authorized to, from time to time, enter into non-binding, cancelable at any time, Letter(s) of Intent for underwriting services with Raymond James and acknowledge receipt of G-17 Letter(s), both the forms of which are attached to this Resolution.

SO ADOPTED, this __ day of _____, ____.

CITY of CARTERSVILLE GEORGIA

MAYOR

ATTEST:

City Clerk

EXHIBIT "A"**FORM OF LETTER OF INTENT FOR UNDERWRITING SERVICES**

[To be placed on Raymond James Letterhead]

[DATE]

City of Cartersville
 1 North Erwin Street
 Cartersville, Georgia 30120

Re: Letter of Intent for Underwriting Services

Dear [Authorized Official responsible for Muni Finance]:

In order for Raymond James & Associates, Inc. ("RJA") to give you advice regarding one or more related transactions, and to document our compliance with an exception to the Municipal Advisor Rule, we ask that you agree, and acknowledge by signing below, to the following:

The City of Cartersville (the "City") is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exception from the definition of "municipal advisor" for a firm serving as an underwriter for one or more series of bonds or other municipal securities.

The City wishes to engage RJA as the underwriter for [brief description of the Bonds or project to be financed with multiple series of bonds] (collectively, the "Bonds") that the City currently anticipates issuing. As an underwriter, RJA may provide advice to the City on the structure, timing, terms, and other similar matters concerning the Bonds.

It is the City's present intention that RJA will underwrite the Bonds, subject to satisfaction of applicable procurement laws, formal approval by the City, finalizing the structure of the Bonds, and the execution of a mutually agreed upon Bond Purchase Agreement. While the City presently engages RJA as the underwriter for the Bonds, this engagement letter is preliminary and nonbinding, and may be terminated at any time by either the City or RJA without liability or obligation on the part of either party. Furthermore, this engagement letter does not restrict the City from entering into the proposed Bonds or any other municipal securities transaction with any other underwriters or selecting an underwriting syndicate that does not include RJA.

Sincerely yours,

Raymond James & Associates, Inc.


By: _____
 Gabriel L. Agan,
 First Vice President

Acknowledged and Agreed to by:
Cartersville, Georgia

By: _____
 [Authorized Official responsible for Muni Finance]

EXHIBIT “B”**G-17 GENERAL MUNI DISCLOSURE LETTER TEMPLATE**

[To be placed on Raymond James Letterhead]

[Date]

City of Cartersville
 1 North Erwin Street
 Cartersville, Georgia 30120

Attn: [Name of Authorized Issuer Official]

Re: Disclosures by Underwriter
 Pursuant to MSRB Rule G-17
 [Name or Short Description of Proposed Bond Issue]

Dear [Name of Authorized Issuer Official]:

We are writing to provide you, as [Authorized Official] of the City of Cartersville, Georgia (the “Issuer”), and an official of the Issuer with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the “Bonds”), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹.

The Issuer has engaged Raymond James & Associates, Inc. (“RJA”), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

I. Disclosures Concerning the Underwriter’s Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The primary role of the underwriter is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

(iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction².

II. Disclosures Concerning the Underwriter's Compensation:

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts and Business Relationships Disclosures:

RJA has identified the following additional potential or actual material conflicts or business relationships we wish to call to your attention:

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

*****The following conflicts and business relationships disclosures will be excluded only to the extent applicable, deleting any that do not apply to this particular transaction and adding any other conflict situations that may be presented by the particular deal*****

- [Conflicts of Interest/Payments to or from Third Parties]
 - [Distribution agreements: RJA has entered into a separate agreement with [distributor] that enables [distributor] to distribute certain new issue municipal securities underwritten by or allocated to , which could include the Bonds. Under that agreement, RJA will share with [distributor] a portion of the fee or commission paid to RJA.]
 - [Disclosure of payments, values, or credits received by the underwriter in connection with its underwriting of the Bonds from parties other than the Issuer that relate directly or indirectly to collateral transactions integrally related to the Bonds, such as an affiliate providing a letter of credit or standby bond purchase agreement, acting as trustee, or serving as remarketing agent, swap counterparty, escrow bidding agent, or GIC bidding agent: Affiliates of the underwriter

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

may serve in separate capacities in connection with the issuance of the Bonds, including serving as [____]. The affiliated entity will be separately compensated for serving in that capacity. RJA expects to receive a payment, value, or credit from its swap dealer affiliate if the Issuer decides to enter into an interest rate swap on the Bonds.]

- In the ordinary course of its business, RJA and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates for which they received or will receive customary fees and expenses.
 - We understand that the Issuer may use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities ("Refunded Bonds"). To the extent that RJA or an affiliate thereof owns Refunded Bonds, RJA or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.
- [Conflicts of Interest/Profit-Sharing with Investors]
 - [Describe any such relationship, if applicable.]
 - [Conflicts of Interest/Credit Default Swaps]
 - [RJA may from time to time engage in the issuance or purchase of credit default swaps (CDS) for which the reference is the Issuer or an obligation of the Issuer. This potentially can represent a conflict of interest, in that trading in CDS may affect the pricing of the underlying reference obligations, as well as the pricing of other obligations (such as the Bonds) brought to market by the Issuer.]
 - [Other Conflicts of Interest Disclosure]
 - [Employee of underwriter/affiliate on governing body of Issuer]
 - [Issuer staff or employee or member of Issuer's governing body on board of directors of underwriter/affiliate]
 - [Employee of underwriter/affiliate related to senior Issuer official]
 - [Bank affiliate of underwriter to receive swap termination payment, loan repayment, or redemption of bank bonds]
 - [Underwriter [intends to/may] place Bonds in the underwriter's or an affiliate's tender option bond program to be held for the account of the underwriter or the affiliate]
 - [Underwriter/affiliate holds a loan or securities (in a material amount) of Issuer outside the ordinary course of business, including, for example, a distressed loan or securities that are not trading and that may be/will be refunded by the transaction]
 - [Underwriter representing multiple issuers/obligors on same project]
 - [Any other relevant conflicts or potential conflicts]

IV. Disclosures Concerning Structure of Municipal Securities Financing:

Since RJA has recommended to the Issuer a financing structure that may be considered a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at this time. *****Applicable complex structure disclosures will be attached for each transaction*****

In accordance with the requirements of MSRB Rule G-17, if RJA recommends a "complex municipal securities financing" to the Issuer that is not otherwise described herein, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at that time.

If you or any other Issuer official has any questions or concerns about these disclosures, then please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

CC: [City Manager]
[City Attorney]
[Bond Counsel]
[Underwriters' Counsel]

RAYMOND JAMES®

June 19, 2014

City of Cartersville
1 North Erwin Street
Cartersville, Georgia 30120

Re: Letter of Intent for Underwriting Services

Dear Mayor Santini:

In order for Raymond James & Associates, Inc. ("RJA") to give you advice regarding one or more related transactions, and to document our compliance with an exception to the Municipal Advisor Rule, we ask that you agree, and acknowledge by signing below, to the following:

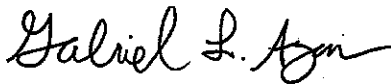
The Cartersville City Council (the "City") is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exception from the definition of "municipal advisor" for a firm serving as an underwriter for one or more series of bonds or other municipal securities.

The City wishes to engage RJA as the underwriter for its General Obligation Bonds for recreation projects, issued in one or multiple series (collectively, the "Bonds"), that the City currently anticipates issuing, subject to voter approval. As an underwriter, RJA may provide advice to the City on the structure, timing, terms, and other similar matters concerning the Bonds.

It is the City's present intention that RJA will underwrite the Bonds, subject to satisfaction of applicable procurement laws, formal approval by the City, finalizing the structure of the Bonds, and the execution of a mutually agreed upon Bond Purchase Agreement. While the City presently engages RJA as the underwriter for the Bonds, this engagement letter is preliminary and nonbinding, and may be terminated at any time by either the City or RJA without liability or obligation on the part of either party.

Sincerely yours,

Raymond James & Associates, Inc.



By: _____
Gabriel L. Agan,
1st Vice President

Acknowledged and Agreed to by:
City of Cartersville, Georgia

By: _____
Matt Santini
Mayor

Attachment: G-17 Disclosure Letter

RAYMOND JAMES®

June 19, 2014

City of Cartersville
 1 North Erwin Street
 Cartersville, Georgia 30120

Attn: Matt Santini, Mayor

Re: Disclosures by Underwriter
 Pursuant to MSRB Rule G-17
 \$8,200,000 (est.) City of Cartersville General Obligation Park Bonds,
 Series 2014 (or later Series)

Dear Mr. Santini:

We are writing to provide you, as Mayor of Cartersville (Issuer), and an official of the Issuer with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹.

The Issuer has engaged Raymond James & Associates, Inc. ("RJA"), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

I. Disclosures Concerning the Underwriters' Role:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The primary role of the underwriter is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

(iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

(v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction².

II. Disclosures Concerning the Underwriters' Compensation:

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts and Business Relationships Disclosures:

RJA has identified the following additional potential or actual material conflicts or business relationships we wish to call to your attention:

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

IV. Disclosures Concerning Structure of Municipal Securities Financing:

Since RJA has recommended to the Issuer a financing structure that may be considered a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at this time.

In accordance with the requirements of MSRB Rule G-17, if RJA recommends a "complex municipal securities financing" to the Issuer that is not otherwise described herein, this letter will

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at that time.

If you or any other Issuer official has any questions or concerns about these disclosures, then please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.



By: Gabriel L. Agan, 1st Vice President

Acknowledgement:

Name: Matt Santini
Title: Mayor, City of Cartersville

Date: _____

Fixed Rate Structure Disclosure

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM

Leake Mounds-Etowah RiverWalk Link - Utility Certification Letter

SubCategory:	Certification
Department Name:	Parks and Recreation
Department Summary Recommendation:	As per requirement of Georgia Department of Transportation, this a Utility/Railroad Certification letter for City of Cartersville Utilities and other local utilities for the Leake Mounds-Etowah RiverWalk Link. An agreement has already been approved by City Council with Georgia Power for relocation of guy wire as this was the only utility in conflict. I recommend approval of Utility/Railroad Certification.
City Manager's Remarks:	This item is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Request for Utility/Railroad Certification – 6-10-14

As per requirement of Georgia Department of Transportation, this a Utility/Railroad Certification letter for City of Cartersville Utilities and other local utilities for the Leake Mounds-Etowah RiverWalk Link. An agreement has already been approved by City Council with Georgia Power for relocation of guy wire as this was the only utility in conflict.

I recommend approval of Utility/Railroad Certificatioin.



City of Cartersville

**City Council Meeting
6/19/2014 7:00:00 PM
Contracts for Performing Services**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The dollar amount recommended is the same as last year. The agencies and amounts for this year are: • Cartersville-Bartow Library/ \$454,500 • Cultural Arts Alliance/ \$51,000 • Juvenile Court/ \$15,000 • Bartow Health Access/ \$2,000 • Good Neighbor Homeless Shelter/ \$2,000 • Summer Hill Learning Center/ \$1200 • Eddie Lee Wilkins Youth Association/\$18,000
City Manager's Remarks:	These amounts are included within the proposed budget. They are unchanged from last year. Your approval of them is recommended.
Financial/Budget Certification:	These agencies are required to send a monthly report to Finance Director, Tom Rhinehart, for an accounting of the awarded funds.
Legal:	
Associated Information:	All agencies have provided Everify and SAVE documents and those documents are attached with contracts.

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

W I T N E S S E T H

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

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

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

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

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

\$454,500.00

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

July 1, 2014-June 30, 2015

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Signed in the presence of :

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

331040

EEV/Basic Pilot Program* User Identification Number

Carmen SimsBY: Authorized Officer or Agent
(Contractor Name)3/28/2014

Date

Bartow County Library System

Contractor/Entity Name

Director

Title of Authorized Officer or Agent of Contractor

429 West Main Street Cartersville GA 30120

Contractor Address

Carmen Sims

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE27 DAY OF 2014, 20Chantay Howard

Notary Public

My Commission Expires:

9-1-15

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



Item # 11

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Carmen Sims

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

Bartow County Library System

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

Carmen Sims
Signature of Applicant:

3/28/14
Date

Carmen Sims
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27 DAY OF March, 2014

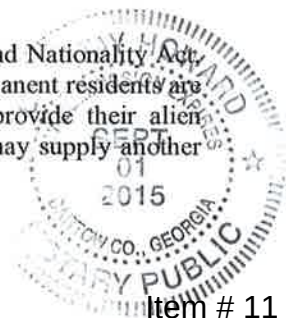
Charity W. Howard
Notary Public

My Commission Expires: 9-1-15

*

Alien Registration number for non-citizens

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



CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

W I T N E S S E T H

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

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

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

Provide substance abuse prevention education

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

\$15,000.00

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

July 1, 2014-June 30, 2015

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

131838
EEV/Basic Pilot Program* User Identification Number

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

3/20/14
Date

Bartow County
Contractor/Entity Name

Commissioner
Title of Authorized Officer or Agent of Contractor

135 W. Cherokee Ave, Ste. 251, Cartersville, GA
Contractor Address

Steve Taylor
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20th DAY OF March

Kathy G. Quinn
Notary Public
My Commission Expires:



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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

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

Bartow County Government
[Name of business, corporation, partnership]

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

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

Steve Taylor
Signature of Applicant: _____ Date _____

Steve Taylor
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

20th DAY OF March, 2017

Kathy Gill
Notary Public

My Commission Expires:



* _____
Alien Registration number for non-citizens

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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

W I T N E S S E T H

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

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

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

Provide various cultural activities for the citizens of Cartersville, Georgia

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

\$51,000.00

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

July 1, 2014-June 30, 2015

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

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

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

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

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

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

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

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

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

For the City: City Manager, City of Cartersville

Item # 11

P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cultural Arts Alliance
Julie Reeves
PO Box 243
Cartersville, GA 30120

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

333898

EEV/Basic Pilot Program* User Identification Number

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

3/18/14
Date

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

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

Julie C Reeves
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18th DAY OF March, 2014

[Signature]
Notary Public Meghann K. Humphreys
My Commission Expires: April 9, 2017



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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Julie C. Reeves

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

Cultural Arts Alliance of Cartersville - Bartow Co Inc

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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



Julie C. Reeves
Signature of Applicant:

3/18/14
Date

Julie C Reeves
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18th DAY OF March, 2014

*

Alien Registration number for non-citizens

Meghan K. Humphreys
Notary Public
My Commission Expires: 9 April 2017

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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

W I T N E S S E T H

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

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

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

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

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

\$2000.00

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

July 1, 2014 – June 30, 2015

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

JTH61760
EEV/Basic Pilot Program* User Identification Number

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

4-8-2014
Date

Board Chair
Title of Authorized Officer or Agent of Contractor

Lee Burger
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8 DAY OF April, 2014

Patricia J. McDermott
Notary Public

My Commission Expires:
April 25, 2017

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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Lee Burger

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

Bartow Health Access

[Name of business, corporation, partnership]

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

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

Lee Burger 4/11/14
Signature of Applicant: Date

Lee Burger
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8 DAY OF April, 2014

citizens

* _____
Alien Registration number for non-

Lee Burger
Notary Public

My Commission Expires: April 25, 2017

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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

WITNESSETH

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

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

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

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

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

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

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

July 1, 2014 – June 30, 2015

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Witness

By: _____

Notary Public

Title: _____

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

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

Bartow County Library, Inc.
[Name of business, corporation, partnership]

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

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

Ann E. Robinson 3/27/2014
Signature of Applicant: Date

Ann E. Robinson
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

* _____
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

EEV/Basic Pilot Program* User Identification Number

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

3/27/2014
Date

Bartow County, Inc.
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

Contractor Address

Ann E. Robinson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

hereinafter referred to as “Contractee.”

W I T N E S S E T H

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

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

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

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

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

\$2,000.00

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

July 1, 2014 – June 30, 2015

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

332020

EEV/Basic Pilot Program* User Identification Number

Jessica N Mitcham

BY: Authorized Officer or Agent
(Contractor Name)

3/17/14
Date

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

PO Box 664 Cartersville GA 30120

Contractor Address

Jessica Mitcham

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18 DAY OF March, 2014

Notary Public

My Commission Expires:

Notary Public, Bartow County, Georgia

My Commission Expires May 28, 2016

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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Jessica Mitcham

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

Good Neighbor Homeless Shelter

[Name of business, corporation, partnership]

(Homeless Shelter Action Committee, Inc)

1) ☒ I am a United States citizen

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

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

Jessica Mitcham

Signature of Applicant:

3/17/14
Date

Jessica Mitcham

Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

18 DAY OF March, 2014

*

Alien Registration number for non-citizens

[Signature]
Notary Public

Notary Public, Bartow County, Georgia
My Commission Expires May 28, 2016

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

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

W I T N E S S E T H

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

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

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

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

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

The City of Cartersville will pay a total of \$18,000.00 for the Summer Program in 2014 in two (2) installments of \$9,000.00 per month. Prior to the following payments being made, the Contractee must provide a written contract indicating that they have the use of an approved basketball gymnasium to conduct the program. If said contract is not provided by the date of the first payment due hereunder, this Agreement shall be null and void and the City has no further obligations to Contractee. The first installment will be paid on or about June 26, 2014 and the second installment on or about July 10, 2014.

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

July 1, 2014 – June 30, 2015

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

319045
EEV/Basic Pilot Program* User Identification Number

Eddie Lee Wilkins (ELW) Youth Assn, Inc.
BY: Authorized Officer or Agent
(Contractor Name)

3/24/14
Date

ELW Youth Assn, Inc.
Contractor/Entity Name

Dawn Wilkins - Vic-Pres
Title of Authorized Officer or Agent of Contractor

P.O. Box 722 Cartersville, GA 30120
Contractor Address

Dawn Wilkins
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE 27 DAY OF March, 2014

[Signature]
Notary Public

My Commission Expires: 5/23/15



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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Dawn Wilkins

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

EW Math Assn, Inc

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

Dawn Wilkins
Signature of Applicant:

3/27/14
Date

Dawn Wilkins
Printed Name:

3/27/14

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

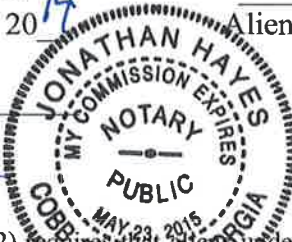
27 DAY OF March, 2014

*

Alien Registration number for non-citizens

[Signature]
Notary Public

My Commission Expires: 5/23/15



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



City of Cartersville

City Council Meeting

6/19/2014 7:00:00 PM

Joint Check Agreement – Jones Mill Road Water & Sewer Replacement

SubCategory:	Contracts/Agreements
Department Name:	Water
Department Summary Recommendation:	Fortiline Waterworks, Inc. (Fortiline) has requested a joint check agreement be executed by the City for this job. Fortiline is the supplier of all water and sewer material for the project. In executing the agreement, the City agrees to make all checks payable to both Fortiline and T.J. Lyle and Company, Inc. (T.J. Lyle). If T.J. Lyle does not endorse and forward the check to Fortiline within ten (10) days, then the City will cancel the joint check and issue another check to Fortiline only. Additionally, the City may verify at any time the balance of the account related to the Jones Mill job by contacting Fortiline directly. A copy of the full agreement is attached.
City Manager's Remarks:	Your approval of this arrangement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	If T.J. Lyle does not endorse and forward the check to Fortiline within ten (10) days, then the City will cancel the joint check and issue another check to Fortiline only.



JOINT CHECK AGREEMENT

PROJECT:	<u>Jones Mill Road Water and Sewer Replacement</u>
GENERAL CONTRACTOR/OWNER	<u>The City of Cartersville Georgia</u>
BUYER:	<u>T.J. Lyle and Company, Inc.</u>

Buyer has ordered materials from Fortiline Waterworks or one of its affiliates for use in the project listed above (the "Project") and has requested that Fortiline Waterworks sell these materials to Buyer on credit. General Contractor/Owner hereby agrees to issue joint checks payable to both Buyer and Fortiline Waterworks for all sales to Buyer in connection with this Project. By executing this Agreement, you acknowledge and agree that Fortiline Waterworks is expressly conditioning its delivery of materials to this Project on this Joint Check Agreement, that the materials provided to Buyer by Fortiline Waterworks are necessary to the successful completion of this Project, and that Fortiline Waterworks would not otherwise furnish these materials.

This Agreement shall cover only materials supplied by Fortiline Waterworks for this Project, and shall be limited to the amount of each invoice presented to Buyer for this Project. General Contractor/Owner shall pay for all such materials by joint checks made payable both to Fortiline Waterworks and to Buyer. Buyer shall immediately endorse each joint check and forward it to Fortiline Waterworks. In the event that the proceeds of the joint check exceed the amount due to Fortiline Waterworks, Fortiline Waterworks shall issue a check to Buyer in the amount of such excess.

If Buyer does not endorse and deliver a joint check to Fortiline Waterworks within ten days after Buyer receives that joint check, General Contractor/Owner shall stop payment on that check and promptly deliver to Fortiline Waterworks a new check made payable solely to Fortiline Waterworks in the same amount as the joint check previously issued. Fortiline Waterworks shall then deposit the newly issued joint check, apply the proceeds of the check against any amounts due to Fortiline Waterworks, and issue a check to Buyer if the newly issued check exceeds the amount due to Fortiline Waterworks.

General Contractor/Owner may verify the outstanding balance owed to Fortiline Waterworks on this Project by faxing a request for account status to Fortiline Waterworks to

the attention of Deborah Cox @ (864)422-1658. General Contractor/Owner agrees that the sole means of verifying the account status of any outstanding balance owed to Fortiline Waterworks is via a written response from Ms. Cox at Fortiline Waterworks, and that it shall not rely nor claim waiver or estoppel based upon any other representations or agreements of Buyer or any agent of Fortiline Waterworks or its affiliates.

Buyer and General Contractor/Owner agree that in the event of a breach of this Agreement, Fortiline Waterworks shall be entitled to its reasonable attorneys' fees and costs.

All parties agree that this Agreement may be executed in counterparts, and that faxed copies of this Agreement are acceptable and enforceable.

BUYER/SUBCONTRACTOR

By: _____
 Name: _____
 Title: _____
 Date: _____

GENERAL CONTRACTOR/OWNER

By: _____
 Name: _____
 Title: _____
 Date: _____

FORTILINE WATERWORKS

By: _____
 Name: Deborah Cox_____
 Title: Credit Manager_____
 Date: _____



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
Wastewater Laboratory Centrifuge

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	The centrifuge in the wastewater lab is no longer operational. It appears that the equipment was damaged beyond repair from a voltage spike which took out other smaller equipment in the lab at the same time. The centrifuge is used to prepare samples for analysis of volatile fatty acids (VFA) and in the analysis of nitrate/nitrite. These are important parameters used in controlling the wastewater treatment process and thus necessary to optimal operation of the plant. Quotes for a replacement centrifuge were requested from the following: Fisher Scientific \$6,327.17 USA Bluebook \$7,467.07 VWR \$8,091.79 The Water Department requests approval to purchase a new replacement centrifuge from Fisher Scientific in the amount of \$6,327.17. This will be paid from the operating budget (Instruments and Implements 505-3330-54-2320).
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This will be paid from the operating budget (Instruments and Implements 505-3330-54-2320).
Legal:	
Associated Information:	



100 Matsonford Road
Radnor, PA 19087
Tel: 1-800-932-5000
Fax: 1-866-329-2897

Centrifuge

Page 1 of 2
03/10/2014 19:34:41

Quotation

Sold-To-Party

CARTERSVILLE CITY OF
ACCOUNTS PAYABLE
PO BOX 1390
CARTERSVILLE GA 30120-1390

Ship-To-Party

CARTERSVILLE CITY OF
WATER POLLUTION CTR PLT
102 WALNUT GROVE RD SE
CARTERSVILLE GA 30120

Information

Quote	8002485937
Date	03/10/2014
Sold To Customer No.	80058531
Ship To Customer No.	80134856
Contact Name	KENYA BOSTON
Telephone	770-387-5681 X 280
Email	kboston@cityofcartersville.org
Currency	USD
Sales Rep	Jan Gailey
Valid	03/10/2014
Expires	04/09/2014
Cust ref	Centrifuge

Information

Term: Transport fees as per standard terms and conditions unless indicated otherwise in this quotation. Taxes not included.
Kenya,
Thank you for the opportunity,
Jan Gailey 678-936-8686

Item	Ref.	Catalog Number	Quantity	Unit Price	Ext. Amount
10	10	BKB08536 ALLEGRA X-30 CELL CULTURE PKG	1 EA	7,922.06	7,922.06
20	20	89079-494 VWR TUBE FREE 50ML ST CS500	1 CS	169.73	169.73
Item Total					8,091.79

TO PLACE YOUR ORDER, PLEASE CALL
CONTACT TEL: 1-800-932-5000
FAX: 1-866-329-2897
WWW.VWR.COM

VWR

THANK YOU FOR THE OPPORTUNITY TO
EARN YOUR BUSINESS

Installation not included unless otherwise noted.

Customer is responsible for unloading and providing standard receiving facilities for large and/or heavy shipments. Special unloading or delivery can be arranged provided VWR International is notified at the time of order placement. Please note that additional charges may apply to the above. For such arrangements please contact VWR International for a quotation.

It is the customer's responsibility to inspect the shipment upon receipt. If any external damage is noticed, the customer must accept the shipment only after the driver has noted the damage on the customer's delivery receipt and requested an inspection by the carrier. If the shipment arrives with internal/concealed damage, the customer must contact VWR within 24 hours to initiate the right to claim for "concealed damage". VWR reserves the right to repair a damaged product, where applicable, before replacement is determined.

Item # 13



100 Matsonford Road
Radnor, PA 19087
Tel: 1-800-932-5000
Fax: 1-866-329-2897

Page 2 of 2
03/10/2014 19:34:41

Quotation

Quote : 8002485937

All quotes for installations assume that services related to the equipment are in place at the customer site (including, but not limited to, gas, plumbing, electrical, and ventilation) as per the equipment manufacturer's specifications prior to installation of the equipment. VWR's quote does not include the installation of the aforementioned services.

Items prefixed with "MISC-" are subject to regulatory approval once VWR International receives acceptance from the customer. They are special order, and as such may not be returnable. Please allow 6-8 weeks delivery from the time of your first order or acceptance of this quotation.

VWR's terms and conditions of sale apply. All orders are subject to shipping and handling charges and fuel surcharges. Freight terms may vary. Hazardous items are subject to additional transportation charges. Please visit our website at www.vwr.com for additional information regarding our return policy, product warranty information and other details of our terms and conditions.

Sales Quotation

Quote Nbr	Creation Date	Due Date	Page
4161-2996-18	06/10/2014		1 of 2
Payment Terms		Delivery Terms	
NET 30 DAYS		DESTINATION	
Valid To		Prepared By	
07/10/2014		HOLIDAY, DANIEL M.	
Customer Reference		Sales Representative	
RFQ 10 JUNE 2014		DANIEL HOLIDAY	
To place an order	Ph: 800-766-7000	Fx: 800-926-1166	
Submitted To:		Customer Account: 125851-001	
KENYA POSTON KPOSTON@CITYOFCARTERSVILLE.ORG 770-387-5681		CITY OF CARTERSVILLE WATER POLLUTION CONTROL 102 WALNUT GROVE RD SE CARTERSVILLE GA 30120-6526	



Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

PLEASE REFER TO THE QUOTE NUMBER ON ALL CORRESPONDENCE

THANK YOU FOR YOUR INTEREST IN FISHER SCIENTIFIC COMPANY LLC

FOR COMPLETE TERMS AND CONDITIONS VISIT OUR WEBSITE AT

www.fishersci.com/salesterms

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	75 005 448	SORVALL BIOFUGE PRIMO R Centrifuge, Bench; Thermo Scientific; Primo; Capacity 4 x 100mL; Max. Speed/RCF 15000rpm/21890xG; Touch ctrl/digital displ; Auto rotor recog/lmbal detect; Stores last setting; 2 accel/9 brake profiles; 10 hr. timer; Refrigerated; 120V 60Hz Vendor Catalog # 75005448 Hazardous Material This item is being sold as 1 per each GSA# GS07F161BA List Price: 5,740.00 CDC: 999	4,037.00	4,037.00
						
2	1	EA	75 007 591	HAS 4.100 SWINGING BUCKET ROTO Rotor, Swinging bucket; Thermo Scientific; For Heraeus Primo/Primo R; Max. speed: 4000rpm; Max. RCF: 2585xG; Fully autoclavable; Capacity: 4 x 100mL; Buckets, lids and adapters are sold separately. Vendor Catalog # 75007591 This item is being sold as 1 per each GSA# GS07F161BA List Price: 1,164.00 CDC: 999	915.00	915.00
						
3	4	EA	75 007 555	ROUND BUCKET 100 ML Bucket, Round; Sorvall; For use with swinging rotors; Capacity: 100mL Vendor Catalog # 75007555 This item is being sold as 1 per each GSA# GS07F161BA List Price: 340.79 CDC: 999	251.44	1,005.76

Sales Quotation

**Fisher Scientific**

Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
4161-2996-18	RFQ 10 JUNE 2014	2 of 2

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
4	4	EA	75 007 542	ADAPTER 1X50ML TUBES	49.54	198.16
				Adapter, Sorvall, for 1 x 50mL Standard tubess Vendor Catalog # 75007542 This item is being sold as 1 per each GSA# GS07F161BA List Price: 67.56 CDC: 999		
5	1	CS	14 375 150	CENT TB FREESTNDNG 50ML 500/CS	171.25	171.25
				Tube, Centrifuge; Fisherbrand; Polypropylene; Conical bottom; Graduated; Chemical resistant; Sterile; With blue plastic plug-seal caps; Capacity: 50mL; O.D. x L: 29.5 x 113.8mm Vendor Catalog # 14-375-150 This item is being sold as 500 each per case List Price: 381.92 CDC: 015		
MERCHANDISE TOTAL						6,327.17

NOTES:

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2

<http://survey.medallia.com/fishersci>

QUOTATION
HDSFM
D/B/A USABUEBOOK
PO Box 9004
Gurnee, IL 60031-9004
Toll free: 1-800-548-1234
Fax: (847) 689-3030

NO. 647062

Page 2

03/12/14

Ship-to: 3
CARTERSVILLE WATER DEPT

102 WALNUT GROVE RD
CARTERSVILLE, GA 30120
USA

Bill-to: 410597
CARTERSVILLE CITY OF

PO BOX 1390
CARTERSVILLE GA 30120
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
CASE RQ 683	04/11/14	DAV	NET 30	44	FXD/PPD	UPS

QUOTED BY: DAV | QUOTED TO: KENYA POSTON

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
------	-------------	----------	----	-------	----	-----------

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
7436.51	.00	.00	30.56	7467.07

USE THIS QUOTE # ON PO's!

Bluebook

QUOTATION
HDSFM
D/B/A USABUEBOOK
PO Box 9004
Gurnee, IL 60031-9004
Toll free: 1-800-548-1234
Fax: (847) 689-3030

NO. 647062

Page 1

03/12/14

Ship-to: 3
CARTERSVILLE WATER DEPT

102 WALNUT GROVE RD
CARTERSVILLE, GA 30120
USA

Bill-to: 410597
CARTERSVILLE CITY OF

PO BOX 1390
CARTERSVILLE GA 30120
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
CASE RQ 683	04/11/14	DAV	NET 30	44	FXD/PPD	UPS

QUOTED BY: DAV | QUOTED TO: KENYA POSTON

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
1881-7500	75005441 BIOFUGE PRIMO R 120V 60 HZ	1	EA	5018.13	EA	5018.13
1881-7500	75007591 SWING OUT ROTO HSA 4.100, 4X 100ML W/OPUT BUCKET	1	EA	1018.50	EA	1018.50
1881-7500	75007555 ROUND BUCKET	4	EA	265.13	EA	1060.52
1881-7500	75007542 ADAPTER	4	EA	52.24	EA	208.96
3666-6081	60819-976 TRANSPORT TUBE 50ML CS/500	1	CS	130.40	CS	130.40
LEAD TIME ON COMPLETE ORDER 2-3 WEEKS						

Any quoted item(s) without a 5 digit stock # is not normally stocked by USA BlueBook and is not normally returnable for credit UNLESS it is determined to be defective and covered under the vendor's warranty. With this in mind, please carefully review this quote BEFORE ordering to be certain it is appropriate for your application.

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

CONTINUED



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
Water Pollution Control Plant Breaker

SubCategory:	Bid Award/Purchases																
Department Name:	Water																
Department Summary Recommendation:	Bids were requested for a 15kV / 1200 amp main breaker to serve as a back-up for the Water Pollution Control Plant (WPCP). Currently, we have no back-up breaker. Should the current breaker fail, we would have no way to operate the WPCP except on diesel generator. At the time of this writing, bids in hand are as follows: <table><tr><td>Circuit Breaker Sales, Inc.</td><td>\$19,500.00</td></tr><tr><td>Schneider Electric</td><td>No Bid Received</td></tr><tr><td>USPDS</td><td>No Bid Received</td></tr><tr><td>Resa Power</td><td>No Bid Received</td></tr></table> In addition to the actual breaker, service, cleaning and repair to contacts in the breaker panel will be required to have a reliable back-up option. This work is necessary to insure that the breaker will function correctly if needed. Bids for this work were requested from the following: <table><tr><td>Circuit Breaker Sales, Inc.</td><td>12,085.00</td></tr><tr><td>USPDS</td><td>No Bid Received</td></tr><tr><td>Electrical Testing Inc. (ETI)</td><td>No Bid Received</td></tr><tr><td>Resa Power</td><td>No Bid Received</td></tr></table>	Circuit Breaker Sales, Inc.	\$19,500.00	Schneider Electric	No Bid Received	USPDS	No Bid Received	Resa Power	No Bid Received	Circuit Breaker Sales, Inc.	12,085.00	USPDS	No Bid Received	Electrical Testing Inc. (ETI)	No Bid Received	Resa Power	No Bid Received
Circuit Breaker Sales, Inc.	\$19,500.00																
Schneider Electric	No Bid Received																
USPDS	No Bid Received																
Resa Power	No Bid Received																
Circuit Breaker Sales, Inc.	12,085.00																
USPDS	No Bid Received																
Electrical Testing Inc. (ETI)	No Bid Received																
Resa Power	No Bid Received																

Cover Memo

Item # 14

	In order to achieve a reliable redundant power supply for the WPCP we are requesting authorization to not exceed \$32,000.00 for procurement of a spare breaker and the required service to the panel to ensure functionality should the current equipment fail.
City Manager's Remarks:	Your approval of the 'not to exceed' amount of up to \$32,000 for purchase of this critical piece of equipment is recommended.
Financial/Budget Certification:	This will be paid from the maintenance budget.
Legal:	
Associated Information:	



Estimate of Costs

Address 1315 Columbine Drive
Gainesville, Texas 76241
USA

Created Date 6/9/2014
Expiration Date 6/27/2014
Quote Number 00010679

Prepared By Sam Endres
Phone (940) 665-4444
E-mail sendres@cbsales.com
Fax (940) 665-4681

Contact Name Bart Sears
Phone (770) 387-5653
Email bsears@cityofcartersville.org
Fax (770) 606-2386

Bill To Name City of Cartersville
Bill To P.O. Box 1390
Cartersville, GA 30120
USA

Ship To Name City of Cartersville
Ship To 148 Walnut Grove Rd.
Cartersville, GA 30120
USA

Condition	Manufacturer	Product	Product Description	Quantity	Sales Price	Total Price	Lead Time
Reconditioned	Square D	V3D61A63Y000	Square D VAD-3, 15kV, 1200 amp, 240vac charge/close, 125vdc trip with MOC operator	1.00	\$19,500.00	\$19,500.00	3-4 weeks

Ships From Gainesville, TX - 76240
Freight Terms Collect - Ex Works -
Subtotal \$19,500.00

All quotations are confidential information for the benefit of the party they are issued to. Quotations are for immediate acceptance and all stocked products are subject to prior sale. Prices quoted are estimated based on the information provided at time of quote.

We reserve the right to amend the price and/or delivery upon additional or conflicting information. All orders are pending subject to our standard Terms and Conditions and formal Order Acknowledgment. Thank you for trusting Circuit Breaker Sales. (800) 232-5809

Standard Commercial Terms: \$ US Dollars at time of shipment.

All customers are welcome to visit and inspect their goods prior to payment. We accept cash, American Express, VISA, LOC, Wire Transfer and Paypal. Some orders may require a deposit or other arrangement if production costs or third party material is involved.

Open Accounts are available with Approved Credit. Call your local office to get an application. All International Orders must be settled prior to products leaving USA.



June 10, 2014

Mr. Bart Sears
City of Cartersville
Water Pollution Control Plant
P.O. Box 1390
Cartersville Ga. 30120

Electrical Maintenance & Testing

We are pleased to provide the following proposal for Electrical Testing and Maintenance of your Medium Voltage Circuit Breakers per provided equipment list, GE PowerVac & Square D, VAD Breakers and Cubicles.

Work-Scope: Medium Voltage Circuit Breakers

Visual and Mechanical Inspection

Inspect physical and mechanical condition.
Inspect anchorage, alignment, and grounding.
Verify that all maintenance devices are available for servicing and operating the breaker.
Prior to cleaning the unit, perform as-found tests, if required.
Clean the unit.
Inspect arc chutes.
Inspect moving and stationary contacts for condition, wear, and alignment.
If recommended by manufacturer, slow close/open breaker and check for binding, friction, contact alignment, contact sequence, and penetration.
Perform all mechanical operation tests on the operating mechanism in accordance with manufacturer's published data.
Inspect bolted electrical connections for high resistance using a calibrated torque-wrench method in accordance with manufacturer's published data.
Verify cell fit and element alignment.
Verify racking mechanism operation.
Inspect puffer operation.
Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
Perform time-travel analysis.
Perform as-left tests.
Record as-found and as-left operation-counter readings.

5385 Gateway Boulevard, Lakeland Florida 33811
Post Office Box 6130 Lakeland Florida 33807
Phone: 863.646.5099 Fax: 863.646.8250



Electrical Tests

Perform resistance measurements through bolted connections with a low resistance ohmmeter, if applicable.

Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with the circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data.

Perform a contact/pole-resistance test.

With the breaker in a test position, perform the following tests:

- * Trip and close breaker with the control switch.
- * Trip breaker by operating each of its protective relays.
- * Verify mechanism charge, trip-free, and anti-pump functions.
- * Verify blowout coil circuit continuity.
- * Verify operation of heaters, if applicable.

Pricing:

\$12,085.00

Schedule (Straight Time-Firm Price)

~~\$12,085.00~~ \$6,042.50 (ea)

All work is to be performed during a mutually agreed upon schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, 8:00 am to 5:00 PM, holidays excepted. If work is performed on an overtime basis the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of CBS&S, Inc. employees' travel from their headquarters to work site and return shall be considered as time worked.

Customer's Responsibilities:

Make all customer-owned electrical equipment specified under Work Scope available to CBS&S, INC. personnel during mutually agreed upon working hours.

Provide an experienced electrician or electrical supervisor familiar with the power distribution system to guide and direct CBS&S, INC. personnel in identifying the electrical system.

Schedule and perform necessary switching operations to de-energize and reenergize electrical apparatus on which the work will be performed.

Costs, if any, for utility crew required for outage.

Provide 115 VAC single-phase power in the area of work for operating CBS&S, Inc. tools and equipment.

Provide all "special" maintenance tools; closing handles, test couplers, closing jacks, etc., furnished by the original equipment manufacturer(s).

5385 Gateway Boulevard, Lakeland Florida 33811
 Post Office Box 6130 Lakeland Florida 33807
 Phone: 863.646.5099 Fax: 863.646.8250



Prior to start of work, customer shall familiarize CBS&S, INC. personnel with customer's safety practices and regulations in effect at work location.

CBS&S, INC. shall be under no obligation to commence work unless safety practices are acceptable to CBS&S, INC.

Make available copies of MSDS sheets for all chemicals stored and or used in the work area.

Provide required permits, if any, for performance of work.

Customer is responsible for any hazardous waste generated in the completion of the outlined scope. Any delays beyond the control of Circuit Breaker Sales & Service & Service, Inc. will be invoiced in addition to the below quoted prices. The invoiced price will be at the applicable hourly rate per serviceman. Overtime rates will be charged for hours worked or traveled in excess of eight (8) hours Monday through Friday, and the first twelve (12) hours worked or traveled on Saturdays, exclusive of holidays. Double time rates will be charged for all hours worked or traveled in excess of twelve (12) hours, Monday through Saturday, and all hours worked or traveled on Sundays and holidays.

We appreciate the opportunity to provide this proposal for your preventative maintenance needs. Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Cristy Crews
General Manager
Circuit Breakers Sales & Service, Inc.
ccrews@groupcbs.com

5385 Gateway Boulevard, Lakeland Florida 33811
Post Office Box 6130 Lakeland Florida 33807
Phone: 863.646.5099 Fax: 863.646.8250



City of Cartersville

**City Council Meeting
6/19/2014 7:00:00 PM
Gymnastic Equipment**

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Cartersville Twister Booster Club has donated \$25,000.00 to Cartersville Parks and Recreation Department for the purpose of replacing competition equipment and matting for gymnastics program. The Gymnastic Center has AAI Equipment and the sole source distributor of AAI equipment in Georgia is of the Equipment Guy, from Buford. We solicited quotes for the replacement mats and received two. I recommend replacing the following AAI apparatus's and purchase the AAI replacement equipment/mats from "The Equipment Guy" and also purchase the additional mats from "The Equipment Guy", in the amount of \$24,975.00
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is not a budgeted item, but funds will be received from the gymnastics booster club to offset the expense.
Legal:	
Associated Information:	

Greg Anderson
Cartersville Park & Rec.
Cartersville, Ga

Greg,

We, the Cartersville Gymnastics Booster Club, would like to donate \$25,000 for the purchase of the following gymnastics equipment to be purchased from The Equipment Guy. This equipment will be used in the Cartersville Gymnastics Training Center to support the City of Cartersville gymnastics program and team.

7.5'x15.5'x20cm CLM
7.5'x12'x20cm CLM
Competition Pommel Horse Mat System
Elite Uneven Bars with Soft Rails
Folding Vault Safety Zone
TAC 10 Vault Table
1 3/8" Vault Runway
Level 3 Vault Mat
5'x10'x8" Level 4 Top Pad Only
6'x12'x8" Non-Folding Practice Mat
5'x10'x8" Foam Only
5'x10'12" Foam Only
Half Stack Grand Canyon Block Set – 6 piece

Thank you,



Lisa Primuth
Booster Club President



The Equipment Guy

4775 Thompson Mill Rd
Buford, GA 30518

Phone: 678-481-6922

Fax: 678-481-6628

Email: info@theequipmentguy.net

Invoice

Date	Invoice #
5/27/2014	EG14-99

City of Cartersville Gymnastics PO Box 1390 Cartersville, GA 30120

Cartersville Gymnastics Attn: Andrei Kouznetsov 2 Lee St. Cartersville, GA 30120

Quantity	Item Code	Description	Price Each	Amount
1	416556	7.5'x15.5'x20cm CLM - Demo	1,750.00	1,750.00T
2	416555	7.5' x 12' x 20cm CLM - Demo	1,520.00	3,040.00T
1	416160	Competition Pommel Horse Mat System - Demo	2,375.00	2,375.00T
1	407109	Elite Uneven Bars with Soft Rails - Demo	3,800.00	3,800.00T
1	407206	Folding Vault Safety Zone - Demo	490.00	490.00T
1	407557	TAC 10 Vault Table - Demo	3,485.00	3,485.00T
1	416785	1 3/8" Vault Runway - Demo	595.00	595.00T
1	416419	Level 3 Vault Mat - 5'x10'x32"	1,900.00	1,900.00T
2	416414	5'x10'x8" Level 4 Top Pad Only	760.00	1,520.00T
1	G-906	6'x12'x8" Non-Folding Practice Mat	820.00	820.00T
1	5108	5'x10'x8" Foam Only	325.00	325.00T
1	51012	5'x10'x12" Foam Only	475.00	475.00T
1	CB-205	Half Stack Grand Canyon Block Set - 6 Piece	3,350.00	3,350.00T
1	Shipping	Shipping Charge	1,050.00	1,050.00T
		Tax Exempt Organization	0.00%	0.00
			Total	\$24,975.00
			Payments/Credits	\$0.00
			Balance Due	\$24,975.00
Pay online at: https://ipn.intuit.com/jbthhtqw				
Rep	KK			

Gateway Sports Source, Inc.

P.O. Box 28554 314-738-9400
 St. Louis, MO 63146 314-738-9402 fax
 www.Gymshorts.com

QUOTE

Quote # 140645
 Date: May 28, 2014
 Customer ID: CART

Bill To:

Ship To:

City of Cartersville Gymnastics
 Andrei Kouznetsov
 2 Lee Street
 Cartersville, GA 30120

P.O. #	Ship When	Ship Via	FOB	Terms	
				NET DUE	
Quantity	Item	Units	Description	Each	Total
1	G-906	Each	6' x 12' x 8" Skill Cushion	820.00	820.00
1	CB-205	Each	Canyon Half Stack Set	3,350.00	3,350.00
1	5108FO	Each	5' x 10' x 8" Foam Only	475.00	475.00
1	5128FO	Each	5' x 10' x 12" Foam Only	685.00	685.00
				Subtotal	5,330.00
				Tax	-
				Shipping	525.00
				Balance	5,855.00

NOTES:

Thanks for the chance to quote!



City of Cartersville

City Council Meeting

6/19/2014 7:00:00 PM

Renewal of Property, Casualty & Workers Compensation Insurance

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Since the start of this fiscal year the city is covered with One Beacon Insurance for all of our property and casualty claims. Our insurance broker, Public Risk Underwriters, has again taken the time to shop our account with several companies to ensure that One Beacon Insurance was providing the best coverage at a fair price. Unlike last year's renewal where we received a notice from our then existing carrier, Travelers Insurance, that the city would be receiving a 20% increase in insurance premiums, One Beacon came in with a similar rate as the expiring premium. The reason that One Beacon kept the city's renewal premium similar to last year is due to fact that the city's loss history is good and our claims were very minimal. Over the past year I have met with One Beacon and Public Risk Underwriter personnel to discuss the city's account and show them how I handle city claims and the procedures that I have set in place to keep insurance claims to a minimal. These meetings show the insurance carrier that Cartersville takes a proactive approach in risk management and has resulted in a very good renewal premium that I recommend for approval. Also up for renewal is the city's excess workers compensation coverage that is currently with Midwest Casualty Company. Since July 20, 2007, the city has been self-insured with a high deductible for workers compensation coverage. This means that the city pays the first dollar of every workers compensation claim up to \$500,000 (Police, Fire & Electric Departments) and \$400,000 (all other city departments). Through the establishment of workers compensation safety procedures, promotion of a safe work environment and safety training meetings, the city has had very low insurance claims. Midwest Casualty Company provides insurance coverage for any claims that may exceed the \$400,000/\$500,000 deductible. The renewal premium for Midwest Casualty Company at the same deductible level is \$57,138 which is 8.1% more than the expiring premium. The increase in premium is due to higher payroll costs and an increase from the insurance company.

Cover Memo

Item # 16

Public Risk Underwriters (PRU) received other quotes for this coverage, but the premiums were higher and the insurance companies had higher deductible levels. During my renewal discussion meeting with PRU, Michael White informed me that carriers are raising deductible levels and would not be surprised if the \$400,000/\$500,000 deductible level is not offered in a year or two. Based on this I had PRU go back to the carrier and ask for a two year rate guarantee at the \$500,000/\$500,000 deductible level. Midwest came back with a two year rate guarantee that is only 2.4% higher than the one year rate at the same deductible level that is being offered. I realize that this increases the city's exposure for next fiscal year, however, with insurance companies moving in this direction anyway, I have worked to leverage our account with a two-year rate offer at the \$49,914 based on total payroll. I recommend approval of the workers compensation renewal coverage with Midwest Casualty Company at the \$500,000/\$500,000 deductible level.

Additionally, the third party administrator that processes the city's workers compensation claims is USIS, and the premium for this service is \$9,900 and has remained at this level for several years since I negotiated this annual premium. I recommend USIS remain the third part administrator for the city's workers compensation coverage.

In addition to the insurance renewal premium for property and casualty insurance and workers compensation insurance, there has been some discussion to have a local insurance agent involved in the city's risk management process. This topic will be discussed at the City Council meeting.

**City Manager's
Remarks:**

Your approval of this item is recommended.

**Financial/Budget
Certification:**

These are budgeted items.

Legal:

Associated Information:

Everify form is attached.

**OneBeacon Coverage Summary
2014 - 2015**

COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER	EXPIRING LIMITS	PROPOSED LIMITS	NOTES	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
GENERAL LIABILITY Products/Completed Operations Personal & Advertising Injury Damage to Premises Rented to You Failure to Supply Sexual Abuse	\$26,674 Included Included Included Included Included	\$26,280 Included Included Included Included Included	OneBeacon OneBeacon OneBeacon OneBeacon OneBeacon OneBeacon	\$1,000,000/\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000/\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	Each Occurrence/ General Aggregate Aggregate Each Occurrence Each Occurrence Each Occurrence Each Occurrence	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000 \$25,000	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000 \$25,000
PUBLIC OFFICIALS ERRORS & OMISSIONS Retro Date: 6/30/1998	\$116,758 Included	\$116,758 Included	OneBeacon OneBeacon	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
EMPLOYMENT PRACTICES LIABILITY Retro Date: 6/30/1998	Included Included	Included Included	OneBeacon OneBeacon	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
LAW ENFORCEMENT LIABILITY	Included	Included	OneBeacon	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
EMPLOYEE BENEFITS LIABILITY Retro Date: 6/30/1998	Included Included	Included Included	OneBeacon OneBeacon	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Offense/Aggregate	\$1,000	\$1,000
AUTOMOBILE LIABILITY Uninsured/ Underinsured Motorist Hired Auto Non-Owned Auto Medical Payments Number of Units with Liability	\$178,264 Included Included Included Included Included	\$166,105 Included Included Included Included Included	OneBeacon OneBeacon OneBeacon OneBeacon OneBeacon OneBeacon	\$1,000,000 \$75,000 Covered Covered \$5,000 322	\$1,000,000 \$75,000 Covered Covered \$5,000 344	Any Auto Includes Trailers	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000 -	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000 -
AUTOMOBILE PHYSICAL DAMAGE Comprehensive/Collision	Included	Included	OneBeacon	\$12,844,702	\$13,396,454		\$1,000/\$1,000	\$1,000/\$1,000
PROPERTY Blanket Building Blanket Personal Property Scheduled Buildings (ACV) Scheduled Buildings (RC) Scheduled Buildings (FRC) Blanket Business Income/Extra Expense Hardware & Media	\$54,597 Included Included Included Included Included Included Included	\$57,968 Included Included Included Included Included Included Included	OneBeacon OneBeacon OneBeacon OneBeacon OneBeacon OneBeacon OneBeacon	\$44,413,810 \$7,424,800 \$2,345,082 \$2,301,877 \$3,764,605 \$100,000 \$375,000	\$44,328,810 \$6,999,800 \$2,335,082 \$3,688,587 \$2,272,895 \$100,000 \$1,460,000	Agreed Amount/Replacement Cost Agreed Amount/Replacement Cost Actual Cash Value Agreed Amount/Replacement Cost Functional Replacement Cost 	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 72 Hours \$10,000	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 72 Hours \$10,000
FLOOD COVERAGE	Included	Included	OneBeacon	\$5,000,000	\$5,000,000	Per Occurrence/Aggregate	\$100,000	\$100,000
EARTHQUAKE COVERAGE	Included	Included	OneBeacon	\$5,000,000	\$5,000,000	Per Occurrence/Aggregate	\$100,000	\$100,000
EQUIPMENT BREAKDOWN Expediting Expenses Hazardous Substances Perishable Goods CFC Refrigerants	Included Included Included Included	Included Included Included Included	OneBeacon OneBeacon OneBeacon OneBeacon	\$250,000 \$250,000 \$250,000 \$250,000	\$250,000 \$250,000 \$250,000 \$250,000		\$10,000 \$10,000 \$10,000 \$10,000	\$10,000 \$10,000 \$10,000 \$10,000
CRIME Employee Theft Forgery and Alteration Money, Securities, Counterfeit Paper Computer Fraud ERISA Employee Theft	Included Included Included Included Included	Included Included Included Included Included	OneBeacon OneBeacon OneBeacon OneBeacon OneBeacon	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000	\$25,000 \$25,000 \$25,000 \$25,000 \$25,000		\$10,000 \$10,000 \$10,000 \$10,000 \$0	\$10,000 \$10,000 \$10,000 \$10,000 \$0
INLAND MARINE Data Breach Miscellaneous Scheduled/Unscheduled Contractors Equipment	\$9,310 Included Included Included	\$11,997 Included Included Included	OneBeacon OneBeacon OneBeacon OneBeacon	\$25,000 \$153,602 \$2,858,826	\$25,000 \$153,602 \$3,187,168	Any One Occurrence Actual Cash Value Actual Cash Value	\$10,000 \$10,000 \$10,000	\$2,500 \$2,500 \$2,500
EXCESS LIABILITY	\$17,391	\$17,176	OneBeacon	\$4,000,000/\$4,000,000	\$4,000,000/\$4,000,000	Each Claim/Aggregate	\$0	\$0
TERRORISM COVERAGE	\$1,529	\$1,267						
TOTAL PREMIUM	\$404,523	\$397,551						

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

Item # 16



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

6/30/2014 to 6/30/2015

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

*\$500,000 Retention for Class Codes:

7720 - Police

7710 - Firefighters & Drivers

7539 - Electric Light or Power Co.

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



Public
Risk
Underwriters

Insurance Solutions for Public Entities

Midwest Casualty Company

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

6/30/2014 to 6/30/2015

**CONTRACT FOR SERVICES
BETWEEN
USIS, INC.
AND
CITY OF CARTERSVILLE**

In consideration of the mutual covenants herein contained, **USIS, INC.** hereinafter referred to as the **COMPANY**, does hereby contract and agree with the **CITY OF CARTERSVILLE**, hereinafter referred to as the **EMPLOYER**, as follows:

- I. This agreement shall take effect July 1, 2014, and shall continue for a one (1) year period, unless terminated by either party as set forth herein. This contract may be terminated at the request of the **COMPANY** with ninety (90) days written notice, and the **EMPLOYER** with sixty (60) days written notice.
- II. All services rendered by the **COMPANY** will fully comply with the rules established by regulatory authorities, including the Immigration Reform Compliance Requirement, which states that during the entire duration of this contract, USIS will remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1. The **COMPANY** will perform all services specified herein, including but not limited to the following: Administrative Services, Claims Services, and Data Management Services.

A. ADMINISTRATIVE SERVICES

1. Prepare, file and maintain all records and reports as may be required by legal authorities (State, local and Federal) or by excess insurers.
2. Prepare, file and maintain statistical information required by the Department of Insurance or other appropriate State agencies, by required date.

B. CLAIMS SERVICES

1. Establish reporting procedures which are compatible with the needs of the Employer.
2. Provide necessary forms and instructions for use.
3. Receive and examine on behalf of the **EMPLOYER** all reports of employee injury claims.
4. Conduct investigations that will disclose all of the pertinent facts on any accident as deemed necessary to allow determination as to compensability.
5. Accept or deny all reported claims for employee injuries on behalf of the **EMPLOYER** in accordance with the applicable Workers' Compensation Law.
6. Employ outside professionals such as private detectives, expert witnesses, field claim adjusters and attorneys to assist in the investigation, should it be necessary, at the expense of the **EMPLOYER**, subject to prior approval by and consultation with **EMPLOYER**.

7. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules through our specialized Cost Containment Unit.
8. Adjust and settle all reported claims. Such settlement is to include preparation and execution of all necessary compromise and release agreements.
9. Prepare and maintain files necessary for legal defense of claims and/or litigation (such as actions for subrogation) or other proceedings.
10. Pay in a timely fashion and for appropriate amount all claims and expenses pertaining thereto from the Working Loss Fund. The Working Loss Fund will be established by the **EMPLOYER** and will be maintained at a dollar level sufficient to meet the monthly obligations.
11. Conduct an ongoing review of all open cases where appropriate to establish the status of each disabled employee claim in order to bring to an amicable conclusion.
12. Provide **EMPLOYER** with narrative status reports of major or litigated claims.
13. Provide coordination with rehabilitation of injured employees in the consultation, retraining and reassignment of employees with limited physical abilities arising from covered injuries, at the expense of the **EMPLOYER**.

14. In coordination with **EMPLOYER**, maintain a current roster of qualified physicians for the treatment of covered injuries on a first and specialized basis, as well as maintaining procedures for close liaison with the treating physicians.
15. All expenses regarding the checking account(s) to be at the cost of the **EMPLOYER**.
16. Employ outside professionals for field case management, rehabilitation, vocational training and catastrophic case management at the expense of the **EMPLOYER** subject to prior approval by and consultation with the **EMPLOYER**.

C. DATA MANAGEMENT SERVICES - Provide Employer's and Liability

Claims Reports monthly with the following individual claim details:

1. Claimant's name and social security number
2. Date of injury or loss
3. Nature of injury or loss
4. Description of accident
5. Payments to date
6. Reserves for future payments
7. Allocated claims expense paid-to-date
8. Reserve for future allocated claims expense

D. WORKING LOSS FUND RECONCILIATION - Provide monthly reports as follows:

1. Report will be mailed to **EMPLOYER** fifteen (15) days after close of each monthly period.

2. Report will show:
 - a. Balance of fund at inception
 - b. Total disbursement by date and claimant
 - c. Balance of fund at close
 - d. Amount of reimbursement required

III. WORKERS COMPENSATION CLAIM SERVICES:

A. Service fees will be charged at a flat rate of \$9,900 for the twelve (12) month period.

1. PPO Access shall be 25% of contracted savings

IV. Other than filing of applications for self-insurance and the rendering of loss prevention services, the **COMPANY'S** performance will continue for a period of ninety (90) days after the expiration of the contract period. All reports required by regulatory authorities will be filed for the contract period. The aforementioned annual fees payable to the **COMPANY** include full consideration for all such continuing obligations.

V. INDEMNIFICATION:

Each party (the "Indemnitor") shall indemnify, defend and hold harmless the other party (the "Indemnitee") and its affiliates, officers, directors, agents and employees from and against any and all claims, losses, liabilities, damages, costs, penalties, fines, interest and expenses, including punitive damages and reasonable attorney's fees, arising from or caused in whole or in part by any breach of this Agreement or negligent act or omission by the Indemnitor or its officers, agents or employees. If the Indemnitee is not actively negligent, such indemnification shall be complete and total and without regard to the comparative fault of the parties. If there is active negligence on the part of the Indemnitee, such indemnification shall be partial and provided only to the extent of the comparative fault of the Indemnitor.

Notwithstanding the foregoing, USIS shall have no liability under this provision for any act or omission taken by it in accordance with the written instructions of the City of Cartersville. This provision shall survive termination of this Agreement.

VI. The COMPANY will not assign this agreement or any responsibilities pursuant to said agreement without the express consent, in writing, of the EMPLOYER.

IN WITNESS WHEREOF, the **COMPANY** and the **EMPLOYER** agree to the above terms, conditions and provisions, and hereby cause this agreement to become effective.

CITY OF CARTERSVILLE

By:

Signature

Witness Signature

Title

Date

USIS, INC.

By:

Signature

Witness Signature

Executive Vice President
Title

Date

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

Company ID: 354746, Employer ID: 260897337

EEV/Basic Pilot Program* User Identification Number

BY: *Michael H. White*
Authorized Officer or Agent
(Contractor Name)

April 11th, 2014
Date

Public Risk Underwriters of Georgia, Inc.

President

Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

4725 Peachtree Corners Circle, Suite 370, Peachtree Corners, GA 30092

Contractor Address

Michael H. White

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

11th DAY OF April, 20 14

Amadea D. Lofgren

Notary Public

My Commission Expires:

**My Commission Expires
August 8, 2015**

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



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
Audit Services

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The finance department sent out seven RFP's for audit service and posted the RFP on the city's website. We received five proposals back. The RFP was sent out because the current audit firm has been completing the city's audit for a number of years and staff felt that we needed to see what other audit firms had to offer the city. The RFP is for a three year period with an option of an additional three year period. Attached is the summary of the five firms that returned a proposal for their services. When rating the five audit firms, staff used five areas to grade them on based on the information provided in their proposals along with making reference checks. Staff believes that the decision should not be based solely on pricing, but on a number of items such as expertise, qualifications, and technical competence mixed with the cost of the audit service. Based on these criteria, I am recommending the city contract with Carr, Riggs, & Ingram, LLC for audit services for a three year term. The base cost of each year will be \$41,500 with an additional cost of \$3,500 for a single audit if one is needed.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item within the FY 2014-15 budget.
Legal:	
Associated Information:	

Analysis of Audit RFP's Technical Qualifications

City of Cartersville

	1	2	3	4	5	Total	Base Cost FY 2014 Cost	Total Base Cost FY 2014 thru 2016
Crace Galvis McGrath, LLC	7	7	9	5	9	37	38,800	116,720
Carr, Riggs, & Ingram, LLC	7	8	9	8	9	41	41,500	124,500
Rushton & Company, LLC	7	7	9	7	9	39	49,350	148,050
Mauldin & Jenkins, LLC	7	8	9	9	9	42	47,000	143,000
Williamson and Company, CPA's	4	6	9	5	9	33	30,150	90,450

- 1 Proposal Requirements - The firm adheres to the instructions in the RFP on preparing and submitting the proposal.
- 2 Qualifications and Technical competence of the firm - Approach to the audit
- 3 Experience and past performance - Client References
- 4 Capacity of the firm to absorb the work - Work plan and schedule
- 5 Quality Control/report of quality control from outside firm
- 6 Cost

Scale of 1 to 10 was used for items 1 thru 5 where 1 is low and 10 is high

Analysis of Audit RFP's Cost City of Wattersville

	2014	Cost per Year 2015		2016	Total 3 Year Cost		Number of Hours Per Year 2014				2015	2016	Total # of Hours for 3 years	
Grace Galvis McGrath, LLC	38,800		38,920		39,000	116,720	400	400	400				1,200	
Additional Cost of Single Audit						0								
Total Yearly Cost	38,800		38,920		39,000	116,720								
Carr, Riggs, & Ingram, LLC	41,500		41,500		41,500	124,500	328	328	328				984	
Additional Cost of Single Audit	3,500		3,500		3,500	10,500								
Total Yearly Cost	45,000		45,000		45,000	135,000								
Rushton & Company, LLC	49,350		49,350		49,350	148,050	300	300	300				900	
Additional Cost of Single Audit	3,500		3,500		3,500	10,500								
Total Yearly Cost	52,850		52,850		52,850	158,550								
Mauldin & Jenkins, LLC	47,000		47,000		49,000	143,000	370	340	340				1,050	
Additional Cost of Single Audit	8,000		8,000		8,000	24,000								
Total Yearly Cost	55,000		55,000		57,000	167,000								
Willimson and Company, CPAs	30,150		30,150		30,150	90,450	440	440	440				1,320	
Additional Cost of Single Audit	2,500		2,500		2,500	7,500								
Total Yearly Cost	32,650		32,650		32,650	97,950								



City of Cartersville

City Council Meeting
6/19/2014 7:00:00 PM
April 2014

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

MONTHLY SUMMARY

As of April 30, 2014

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		FY 2012 - 13 MONTH OF April-13	FY 2013 - 14 MONTH OF April-14	FY 2012 - 13 Year to Date April-13	FY 2013 - 14 Year to Date April-14	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,827,721	\$1,678,653	\$18,506,032	\$18,992,290	83.54%
EXPENDITURE		\$1,219,047	\$1,748,413	\$18,026,037	\$19,687,155	86.60%
Gen. Fund Net Profit (Loss)		\$608,674	(\$69,760)	\$479,995	(\$694,865)	
WATER & SEWER						
REVENUE		\$1,080,346	\$1,141,547	\$10,970,898	\$11,472,632	56.12%
EXPENDITURE		\$1,159,090	\$1,520,202	\$11,587,840	\$13,285,616	64.99%
Wtr. & Swr. Fund Net Profit (Loss)		(\$78,744)	(\$378,655)	(\$616,942)	(\$1,812,984)	
GAS						
REVENUE		\$2,496,609	\$2,582,197	\$18,200,485	\$21,881,561	86.02%
EXPENDITURES		\$1,602,153	\$2,007,509	\$16,351,072	\$20,465,361	80.45%
Gas Fund Net Profit (Loss)		\$894,456	\$574,688	\$1,849,413	\$1,416,200	
ELECTRIC						
REVENUE		\$3,477,530	\$3,519,987	\$37,188,015	\$37,514,699	79.92%
EXPENDITURES		\$3,930,133	\$4,013,720	\$37,816,091	\$37,506,402	79.90%
Electric Fund Net Profit (Loss)		(\$452,603)	(\$493,733)	(\$628,076)	\$8,297	
STORMWATER						
REVENUE		\$115,299	\$109,213	\$1,208,672	\$1,134,697	80.93%
EXPENDITURE		\$98,440	\$94,957	\$1,169,867	\$831,481	59.30%
Stormwater Fund Net Profit (Loss)		\$16,859	\$14,256	\$38,805	\$303,216	
SOLID WASTE						
REVENUE		\$176,116	\$237,173	\$1,787,342	\$1,828,142	82.36%
EXPENDITURE		\$144,002	\$185,553	\$1,949,094	\$1,827,874	82.35%
Solid Waste Fund Net Profit (Loss)		\$32,114	\$51,620	(\$161,752)	\$268	
FIBER OPTICS						
REVENUE		\$189,396	\$226,052	\$1,379,806	\$1,520,496	91.28%
EXPENDITURE		\$118,148	\$134,385	\$1,251,021	\$1,257,814	75.51%
Fiber Fund Net Profit (Loss)		\$71,248	\$91,667	\$128,785	\$262,682	

				% of Monthly Totals to Budget
General Fund	Description	Through 4-30-14	FY 2014 Budget	
	Total Revenues	\$18,992,290	\$22,733,825	83.54%
	GO Bond Proceeds from School	\$1,487,450	\$1,487,450	100.00%
	Property Taxes-City Portion Only	\$1,378,636	\$1,260,260	109.39%
	Local Option Sales Tax (LOST)	\$3,099,306	\$4,058,385	76.37%
	Other Taxes	\$6,131,772	\$7,063,165	86.81%
	Building Permit & Inspection Fees	\$75,976	\$6,000	1266.27%
	Fines and Forfeitures	\$591,363	\$823,000	71.85%
	Operating Transfers In-City Utilities	\$3,356,195	\$4,025,430	83.37%
	Other Revenues	\$2,871,592	\$4,010,135	71.61%
	Total Expenditures	\$19,687,154	\$22,733,825	86.60%
	Personnel Expenses	\$11,897,356	\$14,672,425	81.09%
	Operating Expenses	\$4,429,337	\$5,626,495	78.72%
	Transfer to SPLOST 2007 (TANs Payment)	\$1,334,949		
	Capital Expenses	\$116,907	\$315,200	37.09%
	GO Bond Proceeds from School	\$1,276,350	\$1,487,450	85.81%
	Debt Pymt - JDA/CBA	\$176,555	\$176,555	100.00%
	Library Appropriations	\$455,700	\$455,700	100.00%
Water & Sewer Fund	Total Revenues	\$11,472,632	\$20,443,865	56.12%
	Water Sales	\$6,955,154	\$8,484,615	81.97%
	Sewer Sales	\$4,072,114	\$4,740,500	85.90%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Bond Proceeds	\$0	\$6,030,000	0.00%
	Prior Year Capacity Fees	\$0	\$490,000	0.00%
	Other Revenues	\$445,364	\$698,750	63.74%
	Total Expenditures	\$13,285,615	\$20,443,865	64.99%
	Personnel Expenses	\$2,563,959	\$3,135,300	81.78%
	Operating Expenses	\$2,520,467	\$3,189,400	79.03%
	Capital Expenses	\$3,471,216	\$7,901,220	43.93%
	Transfer To General Fund	\$2,279,329	\$2,734,650	83.35%
	Debt Payments	\$2,450,644	\$3,483,295	70.35%
Gas Fund	Total Revenues	\$21,881,562	\$25,438,015	86.02%
	Gas Sales	\$20,310,293	\$22,463,715	90.41%
	Gas Commodity Charge	\$933,405	\$1,245,000	74.97%
	Bond Proceeds	\$0	\$960,000	0.00%
	Proceeds from Capital Leases	\$0	\$109,300	0.00%
	Other Revenues	\$637,864	\$660,000	96.65%
	Total Expenses	\$20,465,361	\$25,438,015	80.45%
	Personnel Expenses	\$1,442,551	\$1,783,860	80.87%
	Operating Expenses	\$515,604	\$954,480	54.02%
	Purchase of Natural Gas	\$15,320,646	\$18,072,525	84.77%
	Transfer to General Fund	\$2,932,703	\$3,524,825	83.20%
	Capital Expenses	\$253,857	\$1,102,325	23.03%

	Description	Through 4-30-14	FY 2014 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$37,514,699	\$46,939,100	79.92%
	Electric Sales	\$36,408,862	\$45,598,600	79.85%
	Other Revenues	\$1,105,837	\$1,340,500	82.49%
	Total Expenses	\$37,506,402	\$46,939,100	79.90%
	Personnel Expenses	\$1,648,226	\$2,062,180	79.93%
	Operating Expenses	\$1,035,472	\$1,323,250	78.25%
	Purchase of Electricity	\$32,748,797	\$40,621,800	80.62%
	Capital Expenses	\$201,872	\$687,000	29.38%
	Transfer to General Fund	\$1,872,035	\$2,244,870	83.39%
Stormwater Fund	Total Revenues	\$1,134,697	\$1,402,065	80.93%
	Stormwater Revenues	\$1,068,879	\$1,310,500	81.56%
	Mitigation Grant Revenue	\$56,891	\$0	
	Other Revenues	\$8,927	\$12,565	71.05%
	Proceeds from Capital Leases	\$0	\$79,000	0.00%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$831,481	\$1,402,065	59.30%
	Personnel Expenses	\$376,414	\$486,520	77.37%
	Operating Expenses	\$398,008	\$585,185	68.01%
	Capital Expenses	\$57,059	\$330,360	17.27%
Solid Waste Fund	Total Revenues	\$1,828,142	\$2,219,575	82.36%
	Refuse Collections Revenues	\$1,788,783	\$2,169,375	82.46%
	Other Revenues	\$39,359	\$50,200	78.40%
	Proceeds From Capital Leases	\$0	\$0	#DIV/0!
	Total Expenses	\$1,827,874	\$2,219,575	82.35%
	Personnel Expenses	\$897,749	\$1,105,535	81.20%
	Operating Expenses	\$904,978	\$1,114,040	81.23%
	Capital Expenses	\$25,147	\$0	#DIV/0!
Fiber Optics Fund	Total Revenues	\$1,520,496	\$1,665,775	91.28%
	Fiber Optics Revenues	\$1,301,848	\$1,510,335	86.20%
	GIS Revenues	\$79,650	\$104,000	76.59%
	Other Revenues	\$138,998	\$51,440	
	Total Expenses	\$1,257,814	\$1,665,775	75.51%
	Personnel Expenses	\$496,318	\$566,865	87.55%
	Operating Expenses	\$537,217	\$682,125	78.76%
	MEAG Telecom Statewide Pymt	\$190,626	\$229,070	0.00%
	Debt Payment to Electric Dept	\$0	\$125,665	0.00%
	Capital Expenses	\$33,653	\$62,050	54.24%

81 # wai

Cash Position

	6/30/13	7/31/13	8/31/13	9/30/13	10/31/13	11/31/13	12/31/13
Total Unrestricted Cash Balance	\$8,755,475.96	\$7,234,254.00	\$8,233,430.49	\$9,279,553.71	\$10,636,821.71	\$9,326,741.06	\$7,622,434.91
Total Restricted Cash Balance	\$56,023,688.37	\$56,639,113.75	\$55,840,682.95	\$56,380,796.80	\$57,913,588.13	\$59,017,844.58	\$57,056,491.45

Cash Position

	1/31/14	2/28/14	3/31/14	4/30/14	5/31/14	6/30/14
Total Unrestricted Cash Balance	\$8,106,102.35	\$9,314,302.64	\$9,237,278.80	\$8,653,485.43		
Total Restricted Cash Balance	\$56,247,610.81	\$57,853,663.16	\$58,214,031.91	\$58,605,679.66		