



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall – 7:00
PM – 7/18/2013
Work Session – 6:00 P.M.

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

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

1. July 1, 2013 (Pages 3-15)

[Attachments](#)

B. First Reading of Ordinances

1. Amendment to Parks and Recreation Ordinance Regarding Non-Resident Fees (Pages 16-19)

[Attachments](#)

C. Other

1. NC13-01: Re-Establishment of Non-Conforming Use for Property Located at 320 N. Dixie Ave. (Pages 20-28)

[Attachments](#)

D. Contracts/Agreements

1. Excess Workers Compensation Insurance Renewal (Pages 29-37)

[Attachments](#)

2. GDOT Easement Limited Agreement-Hwy. 20 (Pages 38-47)

[Attachments](#)

3. GDOT Reimbursement of Main Relocation Cost - HWY 20 (Pages 48-56)

[Attachments](#)

4. Water Treatment Plant Filter Rehabilitation (Pages 57-59)

[Attachments](#)

E. Bid Award/Purchases

1. Water Meters (Pages 60-62)

[Attachments](#)

2. Water Treatment Plant Production Meter Modification (Pages 63-69)

[Attachments](#)

3. Municipal Court Added Security - Telenet Systems (Pages 70-71)

[Attachments](#)

F. Monthly Financial Statement

1. May 2013 (Pages 72-76)

[Attachments](#)



City of Cartersville

City Council Meeting
7/18/2013 7:00:00 PM
July 1, 2013

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

City Council Meeting
 10 N. Public Square
 July 1, 2013
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member McDaniel

Pledge of Allegiance led by Council Member Stepp

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

II. Regular Agenda

A. Council Meeting Minutes

1. June 20, 2013

A motion to approve the June 20, 2013 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. Public Hearing – 2nd Reading of Zoning/Annexation Requests

1. File T13-03: Text Amendment application by City of Cartersville to allow Pawn Shops and/or Title Pawn in the M-U (Multiple Use) District with Special Use approval.

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 is an amendment to the zoning ordinance to add Pawn Shops and/or Title Pawn as a possible permitted use in the M-U (Multiple Use) District with Special Use Approval. Mr. Mannino stated that there have been no additions or changes since the first reading and the Planning Commission has recommended approval.

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

A motion to approve Ordinance No. 11-13 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 11-13

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 26 ZONING. ARTICLE IX. COMMERCIAL DISTRICT REGULATIONS. Section 9.2.2. Use Regulations** is hereby amended by adding the following use to Section 9.2.2 as indicated herein:

1.

That Article IX. Commercial District Regulations, Section 9.2.2., is hereby amended by adding the following use:

*Pawn shops and/or title pawn (SU).**

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 or alphabetized to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of June 2013.

ADOPTED this the 1st day of July 2013. Second Reading.

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

ATTEST:

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

2. File SU13-03: Special Use application by John Peyton for property located at 624 N. Tennessee Street (approximately 0.55 acres) to allow a Pawn Shop and/or Title

Pawn in the M-U (Multiple Use) District.

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 624 N. Tennessee Street at the intersection of Porter Street. The applicant would like to be granted a Special Use to operate a Pawn Shop and/or Title Pawn at this location. Mr. Mannino stated that staff has reviewed the case and had no objections. Mr. Mannino stated that there have been no additions or changes since the first reading. The Planning Commission recommended approval with the condition that Council must first approve the text amendment related to this case and that there shall be no outside on-site storage at this location.

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

A motion to approve Ordinance No. 12-13 with the conditions set forth by the Planning Commission was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 12-13

Petition No. SU13-036

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 Slocum. Property is located 624 North Tennessee Street. Said property contains 0.55 acres located in the 4th District, 3rd Section, Land Lot(s) 338 as shown on the attached plat Exhibit "A". Special Use is hereby granted in the M-U area for a Pawn/Title Pawn Shop with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

- a. There shall be no outside on-site storage**

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of June 2013.

ADOPTED this the 1st day of July 2013. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

3. File SU13-02: Special Use application by Andy Postell for property located at 801 West Avenue Building 100 (approximately 2.94 acres) to allow a Religious Institution in the O-C (Office Commercial) District.

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 801 West Avenue, which includes a three building development. The applicant Andy Postell, is pastor of Church at the Well and is proposing to use this building as a Church. Mr. Mannino stated that staff has reviewed the case and had no objections. Mr. Mannino stated that there have been no additions or changes since the first reading and Planning Commission recommended approval.

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

A motion to approve Ordinance No. 13-13 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 13-13

Petition No. SU13-02

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 Reid and Brenda Dunn. Property is located at 801 West Avenue. Said property contains 2.94 acres located in the 4th District, 3rd Section, Land Lot(s) 522-523 as shown on the attached plat Exhibit "A". Special Use to allow a Religious Institution in this O-C (Office Commercial)

Zoning is granted. 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 20th day of June 2013.

ADOPTED this the 1st day of July 2013. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

4. File Z13-03: Rezoning application by Jacob & Lauren Johnson (Jeff Watkins Rep.) for property located on the south side of Mission Road near Pettit Creek (approximately 31.77 acres) from RSL (Residential Senior Living) with conditions to AG (Agricultural).

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 on the south side of Mission Road near Granger Drive. This property was rezoned in 2008 from R-10 (Conservation subdivision with conditions) to RSL, a new zoning district for senior living with nine (9) conditions, many of which were related to floodplain and utility concerns. Although some infrastructure and improvements were made to the property, in the last few years no work has been completed on the proposed senior development. Mr. Mannino stated that the current property owner proposed to rezone the property to AG (Agriculture) to operate a horse farm on the property. Public Works and the Gas Department representatives have concerns regarding the infrastructure and utilities. The city attorney has informed staff that these matters are related to development rather than zoning however both Mr. Mannino and Tommy Sanders, Public Works Director had been working with the client and Mr. Watkins to make sure that these concerns have been addressed. Jeff Watkins, representative came forward to answer any concerns of the council. Mr. Mannino stated that the Planning Commission recommended approval.

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

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

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

Petition No. Z13-03

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 Jacob Johnson. Property is located on Mission Road near Granger Drive. Said property contains 31.8 acres located in the 4th District, 3rd Section, Land Lot(s) 486-487 as shown on the attached plat Exhibit "A". Property is hereby rezoned from RSL (Residential Senior Living) with conditions to AG (Agricultural) with the following conditions. 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 20th day of June 2013.

ADOPTED this the 1st day of July 2013. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

C. Other

1. Quit Claim Deed – 7 Boatner Avenue

Richard Osborne, City Planner stated this property at 7 Boatner Avenue is part of the first time homebuyer program (CHIP) and the property has been owner occupied for more than the required five year period. Mr. Osborne recommended approval of the quit claim deed and removal of the lien at 7 Boatner Avenue.

A motion to approve the quit claim deed for 7 Boatner Avenue was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

D. Second Reading of Ordinances

1. Budget Ordinance for Fiscal Year 2013-14

Tom Rhinehart, Finance Director presented the Fiscal Year 2013-14. Mr. Rhinehart stated that the budget is balanced and has been reduced from the FY 2012-13 Budget by \$121,185 or 0.08%. The budget includes no salary adjustments, no city property tax increase, School System funds, no increased staff, increased health insurance premiums for both the city and employees, an increase in the residential water and sewer rate, an increase in the water basic monthly rate, and an increase in the water fire service rates. Mr. Rhinehart stated that for the first time in many years, reserves in the amount of \$284,180 will be used to balance the general fund. There have been no additions or changes since the first reading and Mr. Rhinehart recommended approval.

A motion to approve the proposed budget, Ordinance No. 15-03, with an amendment to add \$35,000.00 to be taken from the general fund reserves for the engineering of the Leake Mound Trail was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 15-13

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 2013 - 2014 budget.

2013 - 2014 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$39,120,395	
Expenditures:		
Legislative		\$19,153,235
Administration		\$ 889,885
Finance Dept.		\$ 1,105,875
Customer Service Dept.		\$ 570,955
Police		\$ 5,222,020
Fire		\$ 5,786,700
Municipal Court		\$ 276,895
Public Works		\$ 2,280,355
Recreation		\$ 2,966,605
Planning & Development		\$ 724,230
Downtown Development Authority		\$ 143,640

Special Revenue Funds

SPLOST – 2003	\$ 790,000	\$ 790,000
SPLOST – 2007	\$ 4,341,330	\$ 4,341,330
SPLOST – 2014	\$ 840,000	\$ 840,000
DEA	\$ 31,020	\$ 31,020
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 443,000	\$ 443,000
Motor Vehicle Rental Tax	\$ 50,000	\$ 50,000
Grant Funds	\$ 0	\$ 0
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 24,940	\$ 24,940
Development Fees	\$ 5,000	\$ 5,000

Enterprise Funds

Fiber Optics	\$ 1,665,775	\$ 1,665,775
Electric	\$46,939,100	\$46,939,100
Gas	\$25,438,015	\$25,438,015
Solid Waste	\$ 2,219,575	\$ 2,219,575
Stormwater	\$ 1,402,065	\$ 1,402,065
Water & Sewer	\$20,443,865	\$15,588,035
Water Pollution Control Plant		\$ 2,024,365
Water Treatment Plant		\$ 2,831,465

Internal Service Fund

Garage	\$ 1,486,155	\$ 1,486,155
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BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 6th day of June 2013. First Reading.

ADOPTED this 1st day of July 2013. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

E. Contract/Agreements

1. Contracts for Performing Services for Six Agencies

Tom Rhinehart, Finance Director stated that these are the annual contracts for performing services from the various agencies listed below. Mr. Rhinehart stated that there have been no changes in the amounts from last year and recommended approval.

Cartersville/Bartow Library	\$454,500.00
Cultural Arts Alliance	\$51,000.00
Juvenile Court	\$15,000.00
Bartow Health Access	\$2,000.00
Good Neighbor Homeless Shelter	\$2,000.00
Summer Hill Learning Center	\$1,200.00

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

2. Floyd County Corrections Crews

Tommy Sanders, Public Works Director stated that this agreement is for three corrections crews from Floyd County. Mr. Sanders stated that Hays State Prison has been having difficulties supplying the city with work crews and the Floyd County facility supplies corrections crews as their primary function. The total cost for the work crews is \$184,641.75 (\$61,547.25 per crew) which is an increase over the existing agreement; however Mr. Sanders stated that the closer proximity of the Floyd County Facility and the commitment for providing all three crews on a consistent basis every day will be worth the extra costs and recommended approval.

A motion to approve the agreement with Floyd County was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

3. Life, AD&D, and Disability Insurance Renewal

Dan Porta, Assistant City Manager stated that the city has been covered for the past few years for life, accidental death and dismemberment, and long-term disability by UNUM Insurance. Due to the number of claims and dollars paid the premiums at renewal by UNUM increased significantly. After requesting quotes from several providers Prudential Insurance has guaranteed their rates for two years and Mr. Porta recommended approval of the change to Prudential Insurance.

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

4. Extension of Contract with GDOT for Cartersville-Bartow Airport

Dan Porta, Assistant City Manager stated that in May 2011 the Council approved the receipt of grant funds from GDOT for completion of a taxiway apron rehabilitation and an environmental assessment at the Cartersville-Bartow Airport. There have been some issues that have caused delays in completion of the environmental assessment; therefore, a contract amendment needs to be approved in order for the city to receive the grant reimbursement from GDOT. Mr. Porta recommended approval of the contract amendment.

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

F. Bid Award/Purchases

1. HVAC Unit for Municipal Court Building

Dan Porta, Assistant City Manager stated that while preparing the Municipal Court building for the Probation Services it was determined that the HVAC unit needed to be replaced. Mr. Porta recommended approval of the low bid from Weaver Heating and Air in the amount of \$5,750.00.

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

2. McCord Communications Emergency Warning System Repairs

Scott Carter, Fire Chief stated that five (5) different Emergency Warning Siren Drivers became defective and required replacement to operate as designed. Due to the extreme nature of the current weather pattern the work was completed on an emergency basis by McCord Communications (a sole source provider) at a cost of \$8,751.50. Chief Carter recommended approval.

A motion to approve the Emergency Warning System Repairs by McCord Communications was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

G. Resolutions (Items 1 & 2 voted as one motion)

1. ECG Voting Delegate

Don Hassebrock, Electric Director stated that this resolution is to appoint himself as the Authorized Official to communicate the decisions of the City of Cartersville to the Electric Cities of Georgia and Derek Hampton as the Alternate Delegate. Mr. Hassebrock recommended approval.

2. MEAG Voting Delegate

Don Hassebrock, Electric Director stated that this resolution is to appoint himself as the alternate voting delegate for Municipal Electric Authority of Georgia's Election Committee. This resolution will replace David Myers as the alternate and Mr. Hassebrock recommended approval.

A motion to approve both Resolutions No. 11-13 and 12-13 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Resolution No. 11-13

BE IT RESOLVED by the City of Cartersville (the "Participant") that Don Hassebrock is hereby appointed as an authorized official of the Participant ("Authorized Official") with full power and authority to communicate the decisions of the Participant to Electric Cities of Georgia, Inc. ("ECG"), including, but not limited to, completing nomination forms for the Board of Directors of ECG and submitting ballots for the election of the Board of Directors of ECG. Derek Hampton (the "Alternate") is hereby appointed as the alternate Authorized Official with full power and authority of the Authorized Official to the extent that it is convenient for the Participant to make such communications to ECG through the Alternate.

ADOPTED this the 1st day of July 2013.

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

ATTEST:

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

Resolution No. 12-13

BE IT RESOLVED by the Mayor and City Council of the City of Cartersville that Matthew J. Santini is hereby appointed to serve as this City's voting delegate on the Municipal Electric Authority of Georgia's Election Committee, with authority to cast all votes to which this City is entitled. Don Hassebrock is appointed as alternate voting delegate.

ADOPTED this the 1st day of July 2013.

City of Cartersville

Matthew J. Santini
Matthew J. Santini, Mayor

Dianne Tate
Dianne Tate, Mayor Pro Tem

Not Present
Kari Hodge, Councilmember

Jayce Stepp
Jayce Stepp, Councilmember

Louis Tonsmeire, Sr.
Louis Tonsmeire, Sr., Councilmember

Lindsey McDaniel, Jr.
Lindsey McDaniel, Jr., Councilmember

Not Present
Lori Pruitt, Councilmember

ATTEST:

Connie Keeling
Connie Keeling, City Clerk

After announcements a motion to adjourn the meeting was made by Council Member Stepp 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

7/18/2013 7:00:00 PM

Amendment to Parks and Recreation Ordinance Regarding Non-Resident Fees

SubCategory:	First Reading of Ordinances
Department Name:	Parks and Recreation
Department Summary Recommendation:	Cartersville Parks and Recreation has been working with ActiveNet.com to give our program patrons the ability to register for programs on-line and our non-residence fee ordinance needs to be amended. CPRD is changing our program structure and fee schedule so that our patrons are paying for a program activity by the session instead of a monthly fee and the way our non-residence fee ordinance reads we would be charging a patron \$20.00 per session instead of normal \$20.00 per program per year. I recommend that amending ordinance to reflect this change. I recommend this ordinance change as an emergency reading so that CPRD may begin registration on July 22 for classes to begin on August 12.
City Manager's Remarks:	This is a needed change and is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Sec. 15-13. - Non-resident fee.

The following additional fees will be imposed for all non-residents of the city to participate in programs offered by the city parks and recreation department.

- (1) For all Youth Programs the non-resident fee shall be twenty dollars (\$20.00) per individual per program, except for swimming lessons for which no additional fee is charged.
- (2) For all individual adult programs the non-resident fee shall be twenty dollars (\$20.00) per individual per program, except for swimming lessons for which no additional fee is charged.
- (3) For all team adult programs the non-resident fee shall be one hundred dollars (\$100.00) per team.
- (4) Non-resident means the following:
 - a. For an individual or individuals it is one who does not reside in the city;
 - b. For a team it means any team that has any individual participants who do not reside inside of the city.
- (5) Programs are defined as baseball, softball, soccer, basketball, tennis, swim team, football, cheerleading, gymnastics, swim lessons, clinics, camps and any other programs established by the director in the future.
- (6) The director may waive in his sole discretion the non-resident fee if he determines one (1) of the following conditions exist.
 - a. The individual/team is indigent;
 - b. The program, to function, needs additional participants;
 - c. If the program is in conjunction with the city school system and a non-resident student is participating;
 - d. If the director feels it is in the best interest for the public health, safety, and welfare that the program be opened to non-residents for the benefit of the city and its citizens.

(Ord. No. 58-00, § 1, 12-21-00)

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 15. PARKS AND RECREATION. ARTICLE I. IN GENERAL. Section 15-13. Non-Resident Fee. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 15-13. – Non-resident fee.

The following additional fees will be imposed for all non-residents of the city to participate in programs offered by the city parks and recreation department.

(1) For all individual Youth Programs the non-resident fee shall be five dollars (\$5.00) per individual, per session, per program, except for swimming lessons for which no additional fee is charged.

(2) For all team youth programs the non-resident fee shall be twenty dollars (\$20.00) per individual.

(3) For all individual adult programs the non-resident fee shall be five dollars (\$5.00) per individual, per session, per program, except for swimming lessons for which no additional fee is charged.

(4) For all team adult programs the non-resident fee shall be one hundred dollars (\$100.00) per team.

(5) Non-resident means the following:

- a. For an individual or individuals it is one who does not reside in the city;
- b. For a team it means any team that has any individual participants who do not reside inside of the city.

(6) Programs are defined as baseball, softball, soccer, basketball, tennis, swim team, football, cheerleading, gymnastics, swim lessons, clinics, camps and any other programs established by the director in the future.

(7) The director may waive in his sole discretion the non-resident fee if he determines one (1) of the following conditions exist.

- a. The individual/team is indigent;
- b. The program, to function, needs additional participants;

c. If the program is in conjunction with the city school system and a non-resident student is participating;

d. If the director feels it is in the best interest for the public health, safety, and welfare that the program be opened to non-residents for the benefit of the city and its citizens.

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

BE IT AND IT IS HEREBY ORDAINED

EMERGENCY READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting

7/18/2013 7:00:00 PM

NC13-01:Re-Establishment of Non-Conforming Use for Property Located at 320 N.Dixie Ave.

SubCategory:	Other
Department Name:	Planning Group
Department Summary Recommendation:	The subject tract is located at 320 N. Dixie Avenue, off JFH Parkway. This property includes a single-family residence built in the 1990s and is zoned GC (General Commercial). The property owner, and possibly others, have previously used this property for a used auto business while, at the same time, a residence was located on the property (according to the owner, there was a residence on this lot before the current house). A portion of the residence was also used as the office for the used auto business. A used auto business has not occurred on this property in excess of twelve (12) months. Therefore, the previous nonconforming use of the residential structure as a residence and as an office for the used auto business is no longer valid. Based on Zoning Ordinance section 18.3.D (cited below), the applicant has applied to the Mayor and Council to once again allow this nonconforming use of the structure/property to occur. Sec. 18.3. (D) Nonconforming use of structures. When any nonconforming use of a structure is discontinued for a period in excess of twelve (12) months, any future use of the structure shall be limited to those uses permitted in that district unless otherwise approved by the Mayor and Council. Vacancy and/or non-use of the building, regardless of the intent of the owner or tenant, shall constitute discontinuance under this provision.
City Manager's Remarks:	This request did not require Planning Commission review. Staff has no opinion or recommendation on this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): NC13-01

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Albert Sorrow

Representative: None

Property Owner: Albert Sorrow

Property Location: 320 N. Dixie Avenue

Access to the Property: Dixie Avenue off JFH Parkway

Site Characteristics:

Tract Size: Acres: 1.52 acres District: 4th Section: 3rd LL(S): 313, 336

Ward: 4 Council Member: Lindsey McDaniel

LAND USE INFORMATION

Current Zoning: G-C (General Commercial)

Proposed Use: Allow re-establishment of nonconforming use for property owner
to live in a house in which the lot would also have a used auto lot.

Current Zoning of Adjacent Property:

North: G-C (General Commercial)

South: G-C (General Commercial)

East: G-C (General Commercial)

West: G-C (General Commercial)

The Future Development Plan designates the subject property as: Parkway Corridor (includes G-C).

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

The subject tract is located at 320 N. Dixie Avenue, off JFH Parkway. This property includes a single-family residence built in the 1990s. The property owner, and possibly others, have previously used this property for a used auto business while, at the same time, a residence was located on the property (according to the owner, there was a residence on this lot before the current house). A portion of the residence was also used as the office for the used auto business.

A used auto business has not occurred on this property in excess of twelve (12) months. Therefore, the previous nonconforming use of the residential structure as a residence and as an office for the used auto business is no longer valid. Based on Zoning Ordinance section 18.3.D (cited below), the applicant has applied to the Mayor and Council to once again allow this nonconforming use of a structure to occur.

Sec. 18.3. Nonconforming use of structures.

Nonconforming uses consisting of structures used, at the time of passage of this chapter, for purposes not permitted in the district in which they are located shall in addition to the other requirements of this chapter be governed by the following restrictions:

- A. An existing nonconforming use of a structure may be changed to another nonconforming use that is similar in its operation and effect on surrounding properties or may be changed to a conforming use.
- B. An existing nonconforming use of a structure shall not be changed to another nonconforming use that generates more automobile or truck traffic, creates more noise, vibration, smoke, dust, or fumes, is a more intensive use of structures than the existing nonconforming use, and is in any way a greater nuisance to the adjoining properties than the existing nonconforming use.
- C. A nonconforming use of a structure shall not be extended or enlarged except into portions of the structure which at the time the use became nonconforming were already erected and arranged or designed for such nonconforming use. No structural alterations shall be made in any structure occupied by a nonconforming use, which would in any way increase the floor space, area, or volume of space occupied by the use, except that the Mayor and Council may, after a public hearing and review of the proposed plan, grant a Special use if it is determined that said use will not be detrimental to the neighboring properties and is not contrary to the intent of this chapter.
- D. When any nonconforming use of a structure is discontinued for a period in excess of twelve (12) months, any future use of the structure shall be limited to those uses permitted in that district unless otherwise approved by the Mayor and Council. Vacancy and/or non-use of the building, regardless of the intent of the owner or tenant, shall constitute discontinuance under this provision.

RECOMMENDATION

Staff has concerns about allowing the use of an occupied residential structure as an office for a used automotive business in which for-sale vehicles are located on the lot. However, this lot is zoned G-C, is adjacent to US Hwy 41, has had the dual non-conforming uses for many years (prior to its discontinuance), and City departments did not have objections to the application.

PLANNING COMMISSION:

Members present unanimously supported the request.

Application for Special Use

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

No cost
Fee

Legal ad Paid 6-4-13
-RO
reimbursement \$50

NC13-01

Application Number

7-9-13@5:30

8-1-13@7:00

Hearing Dates

7-18-13@7:00

Request for
re-establishment of
non-conforming
use

Applicant

Albert M. Sorrow

Business Phone

Address

320 N. Dixie Ave

Home Phone

770-862-6267

City

Cartersville

State

GA

Zip

30120

(Representative's printed name (if other than applicant))

Phone

Fax #

Representative's signature

Applicant's signature

Signed, sealed and delivered in presence of:

My commission expires:

Notary Public

Titleholder

Albert Sorrow

Business

Home

770-862-6267

(titleholder's printed name)

*attach additional notarized signatures as needed on separate application page

Address

320 N. Dixie Ave

Cartersville, GA 30120

Signature

Albert M. Sorrow

Signed, sealed, delivered in presence of:

My commission expires:

Notary Public

Present Zoning District(s)

G-C

Requested Special Use

Acreage

+/- 1.52

Land Lot(s)

313, 336

District(s)

4

Section(s)

3

Location of Property

320 N. Dixie Ave

(street address, nearest intersections, etc)

Reason for requested Special Use

Allow re-establishment of nonconforming

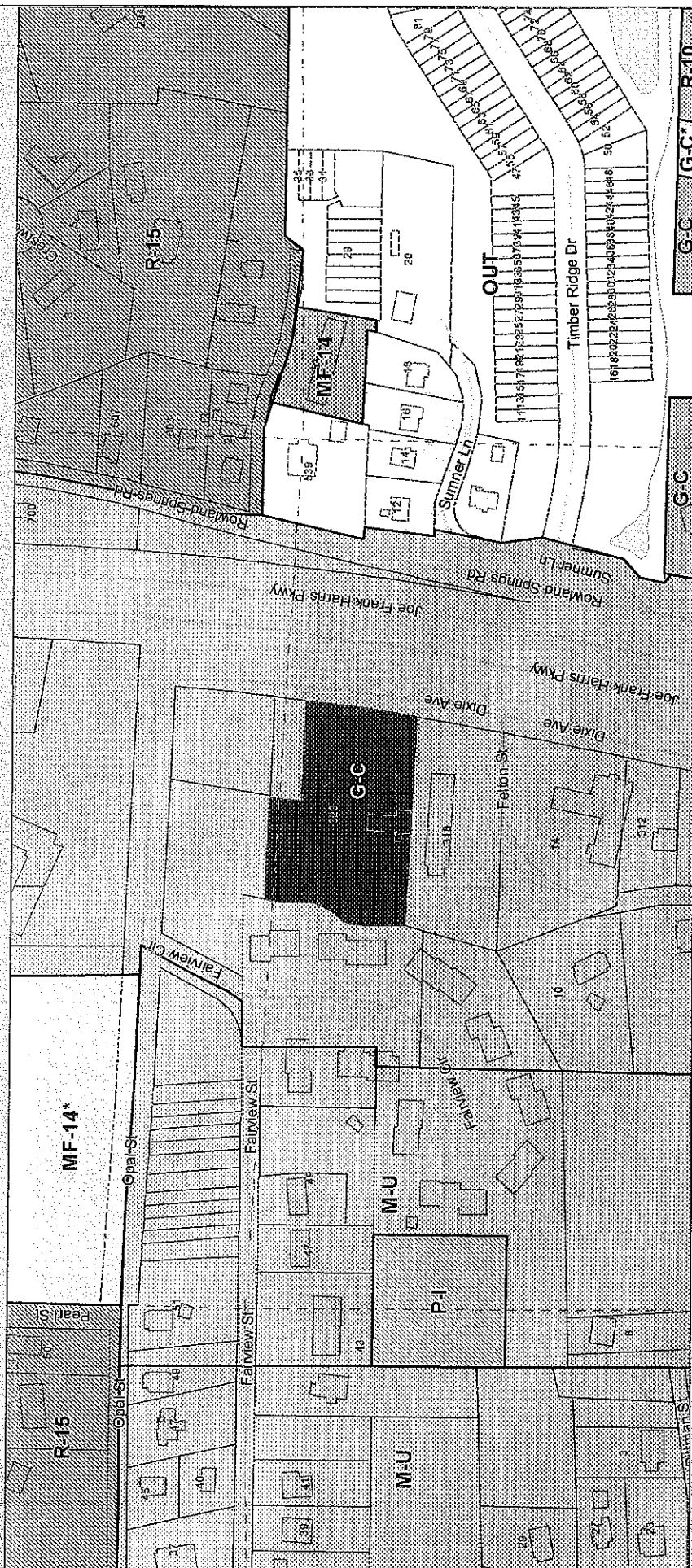
use for property owner to live in a house in which the lot would
also have a used auto lot

(attach additional statement as necessary)

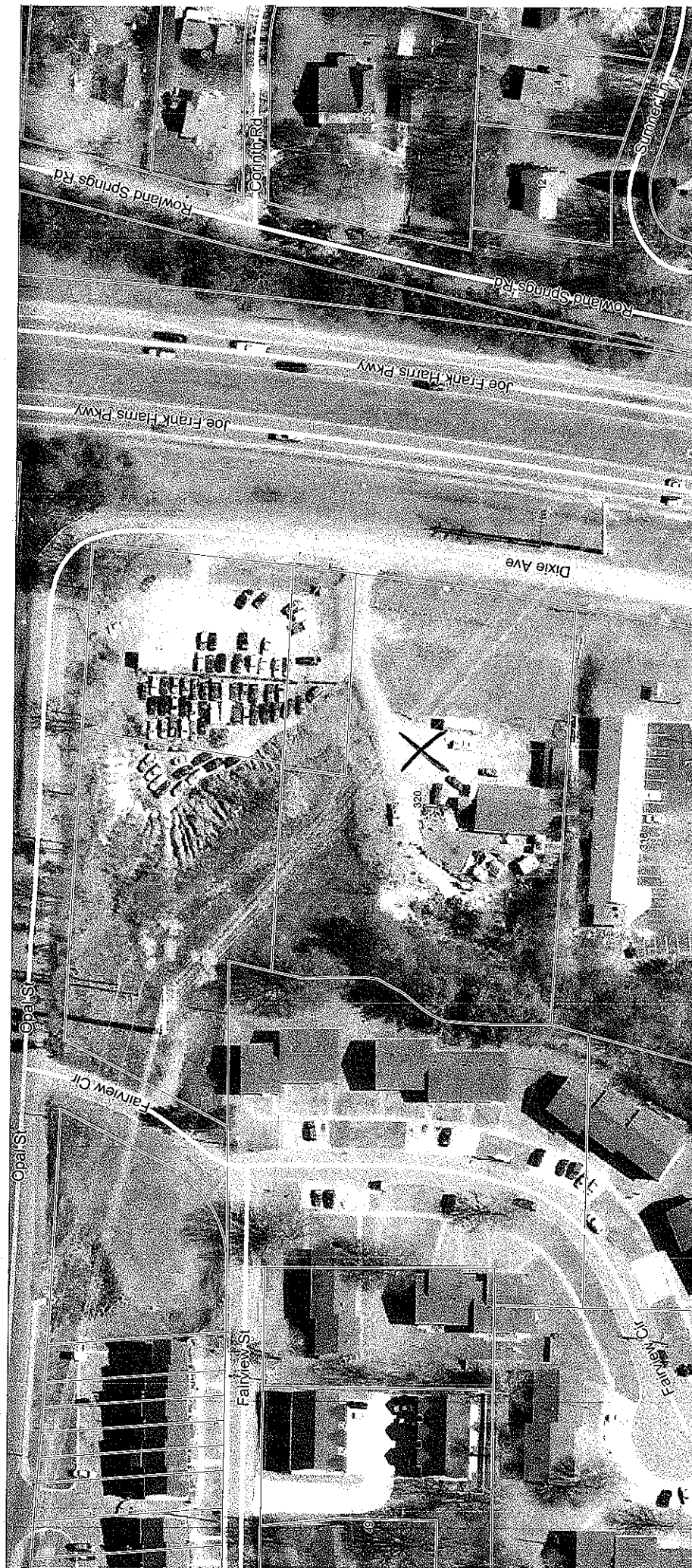
Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.

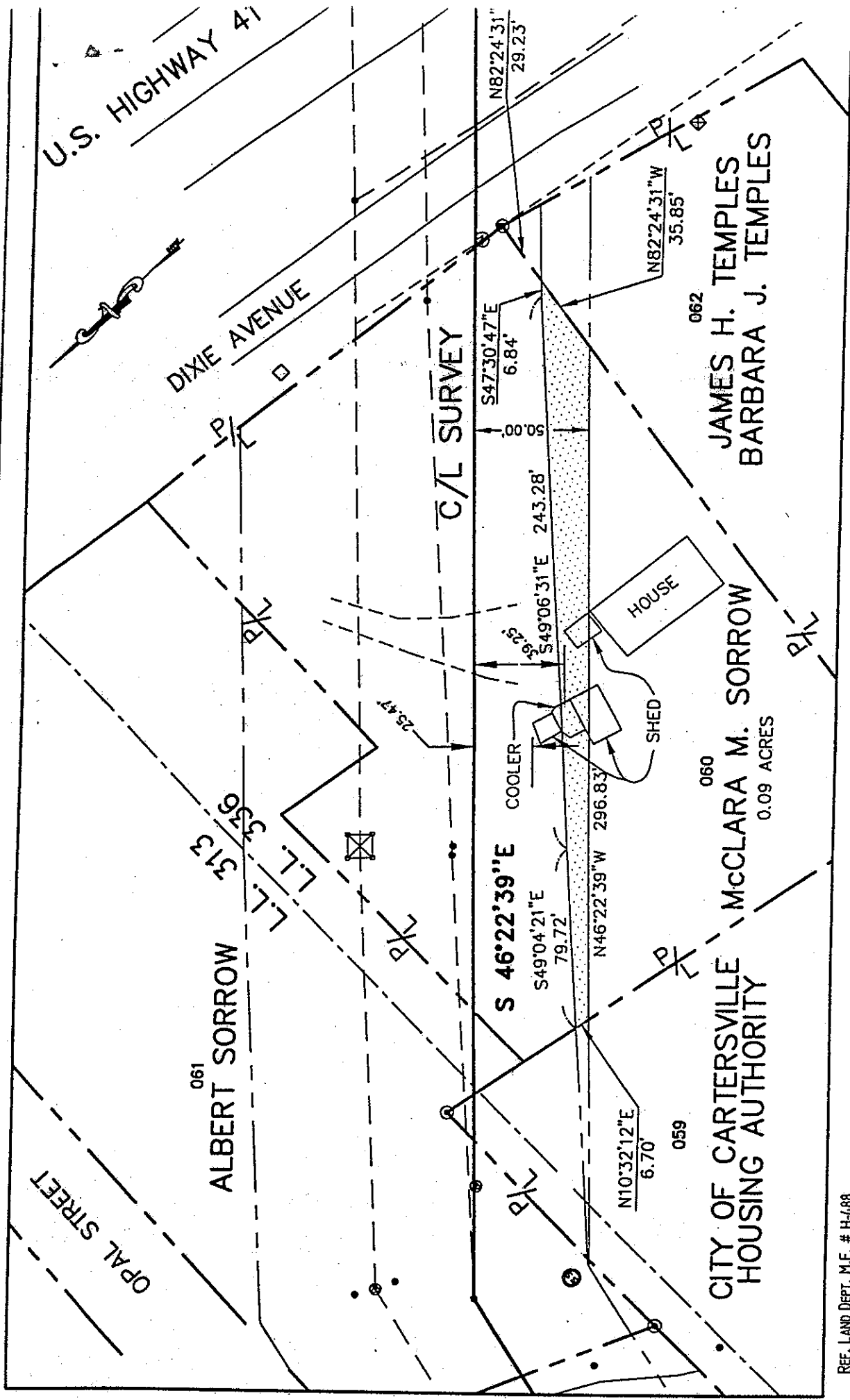


320 N. Dixie Ave NC13-01



320 N. Dixie Ave - nonconforming case NC13-01





REF. LAND DEPT. M.F. # H-468

SYMBOL LEGEND

- ⊙ DEPICTS IRON PIN SET
- ⊙ DEPICTS IRON PIN FOUND
- ⊙ DEPICTS ROW MARKER
- ⊙ DEPICTS CONTROL MONUMENT
- DEPICTS EXISTING GPC POLE
- DEPICTS PROPOSED GUY STUB
- ⊗ DEPICTS POINT OF BEGINNING (POB)
- ▨ REQUIRED G.P.C. R/W

PARCEL 60

GEORGIA POWER COMPANY - LAND DEPARTMENT

CARTERSVILLE - BIG SHANTY TRANSMISSION LINE
(CARTERSVILLE - SOUTH ACWORTH SECTION)

CROSSING THE PROPERTY OF

McCLARA M. SORROW

LAND LOT 336 - 4TH DISTRICT - BARTOW COUNTY, GEORGIA



Item # 3



City of Cartersville

City Council Meeting

7/18/2013 7:00:00 PM

Excess Workers Compensation Insurance Renewal

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	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 promotion of a safe work environment and city departments conducting 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 is \$48,447 which is 5% more than the expiring premium. The increase in premium is due to higher payroll costs and an increase from the insurance company. The third party administrator that processes the city's workers compensation claims is USIS, and the premium for this service is \$9,075. Note that these renewals are for a shorter time period to expire on June 30, 2014 so future insurance renewals will coincide with the city's fiscal year. I recommend the workers compensation insurance renewal be placed with Midwest Casualty Company and USIS be contracted to handle the insurance claims.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	Everify and SAVE are attached.

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 **CITY**, as follows:

- I.** This agreement shall take effect August 1, 2013, and shall continue for an eleven month (11) period ending on June 30, 2014, 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 **CITY** 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. Reports will only be filed upon approval of the City.
2. Prepare, file and maintain statistical information required by the Department of Insurance or other appropriate State agencies, by required date. Reports will only be filed upon approval of the City.

B. CLAIMS SERVICES

1. Establish reporting procedures which are compatible with the needs of the City.
2. Provide necessary forms and instructions for use.
3. Receive and examine on behalf of the **CITY** 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 **CITY** 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 **CITY**, subject to prior approval by and consultation with **CITY**.
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. Subject to approval by the **CITY**, the **COMPANY** will adjust and settle all reported claims. Payment of claims will follow city ordinance guidelines and the City Council will approve claims that exceed dollar thresholds as stated in the ordinance. 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 **CITY** 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 **CITY** 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 **CITY**.
14. In coordination with **CITY**, 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. The **CITY** will establish a checking account with its bank, will complete monthly bank reconciliations and pay normal bank account related expenses regarding the checking account(s).
16. Employ outside professionals for field case management, rehabilitation, vocational training and catastrophic case management at the expense of the **CITY** subject to prior approval by and consultation with the **CITY**.

C. DATA MANAGEMENT SERVICES - Provide City's 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 **CITY** 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 \$9,075 for the eleven (11) 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. INDEPENDENT CONTRACTOR:

COMPANY shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **COMPANY** or any of its agents or employees to be the agent, employee, or representative of **CITY**.

VI. INSURANCE:

The **COMPANY** shall maintain professional liability insurance in an amount of not less than \$1,000,000 to cover damages resulting from errors or omissions of the **COMPANY**. Such coverage shall be maintained for a minimum of two years after completion of the services provided hereunder and shall provide **CITY** with additional certificates of insurance to evidence such coverage throughout said two year period.

VII. INDEMNIFICATION:

The **COMPANY** agrees to indemnify, defend and hold harmless the **CITY** and its 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 **COMPANY** or its officers, agents or employees. 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.

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

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

CITY OF CARTERSVILLE

By:

Signature

Attest: Connie Keeling, City Clerk

Mayor

Title

Date

USIS, INC.

By:

Signature
Vice President

Title

Witness Signature

Date

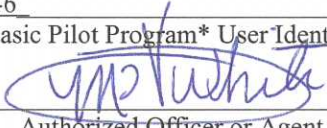
CONTRACTOR AFFIDAVIT AND AGREEMENT

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.

354746
EEV/Basic Pilot Program* User Identification Number

BY: 
(Contractor Name)

06/17/2013
Date

Public Risk Underwriters
Contractor/Entity Name

President
Title of Authorized Officer or Agent of Contractor

4725 Peachtree Corners Circle, Suite 370, Norcross, GA 30092
Contractor Address

Michael H. White
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

17th DAY OF June, 20 13


Notary Public

My Commission Expires: April 10, 2014



* 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

Michael H. White

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

Public Risk Underwriters

[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.


Signature of Applicant:

June 17, 2013
Date

Michael H. White
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17th DAY OF June, 2013

*
Alien Registration number for non-citizens



Sheila Parker
Notary Public

My Commission Expires: April 10, 2014

*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:



Welcome
Michael White

User ID
MWH1778

Last Login
11:10 AM - 09/01/2010 [Log Out](#)

- [Home](#)
- [My Cases](#)
- [New Case](#)
- [View Cases](#)
- [My Profile](#)
- [Edit Profile](#)
- [Change Password](#)
- [Change Security Questions](#)
- [My Company](#)
- [Edit Company Profile](#)
- [Add New User](#)
- [View Existing Users](#)
- [Close Company Account](#)
- [My Reports](#)
- [View Reports](#)
- [My Resources](#)
- [View Essential Resources](#)
- [Take Tutorial](#)
- [View User Manual](#)
- [Contact Us](#)

Company Information

Company Name: Public Risk Underwriters of Georgia, Inc.

[View / Edit](#)

Company ID Number: 354746

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 4725 Peachtree Corners Circle

Address 2: Suite 370

City: Norcross

State: GA

Zip Code: 30092

County: GWINNETT

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 260897337

Total Number of Employees: 10 to 19

Parent Organization: Brown & Brown, Inc.

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 524 - INSURANCE CARRIERS AND RELATED ACTIVITIES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)

[View MOU](#)



City of Cartersville

City Council Meeting
7/18/2013 7:00:00 PM
GDOT Easement Limited Agreement-Hwy. 20

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recommendation:	This agreement preserves our prior rights for the widening of SR 20. I recommend approval of this agreement.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	N/A
Legal:	This agreement has been reviewed and approved by the City Attorney's office.
Associated Information:	

Memorandum

To: Gary Riggs, System Engineer

cc: Michael Hill, Assistant Director

From: Brian Friery, System Engineer

Date: July 3, 2013

RE: Natural Gas Main Relocation
Widening and Relocation of S.R. 20
From U.S. 411/S.R. 61 to I-75 STP-012-1(71)
Cartersville Project No. CP-03-007

Attached is an Easement Limited Agreement, also known as an ELA, prepared by the GaDOT for the above referenced project. As you know, a City of Cartersville utility easement for the proposed extension of our existing natural gas facilities exists within the new alignment and the required right-of-way of S.R. 20 proposed by the GaDOT under this road construction project. As you further know by letter dated October 24, 2012 to the GaDOT's local District Utilities Engineer, we requested to retain our prior rights to this easement following the construction of the proposed roadway and associated right-of-way. In response, the GaDOT prepared the attached ELA protecting the proposed installation of our natural gas facility to be extended under this project whereas, if the facility is required by the GaDOT to be moved or relocated, it will be done so at the expense of the GaDOT.

Additionally, as contained in the attachment, the GaDOT has provided a Special Provision reference in the Agreement to be included in their road construction contract protecting the City's interests in natural gas facilities that exist within easements on other portions of this road construction contract. Also contained in the attachment, the GaDOT is also requiring the execution of an E-Verify Affidavit by the City as part of this agreement.

You may notice the cover letter to Mayor Santini from the State Utilities Engineer, Michael Bolden, is dated May 16, 2013. As you know, several revisions have been made to this agreement at the request of the City Attorney since then and the attached agreement is the latest as of the date of this memorandum. This latest agreement has been reviewed and is acceptable to the City Attorney and I recommend its execution in addition with the E-Verify Affidavit.

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

May 16, 2013

Mr. Matt Santini, Mayor
City of Cartersville
P.O.Box 1390
1 North Erwin Street
Cartersville, GA 30120

Georgia Project No.: STP00-0012-01 (071), Bartow County
GDOT PI No.: 621350-
Easement Limited Agreement – Natural Gas Distribution Facilities

Dear Mayor Santini:

Attached is an electronic counterpart of an undated Easement Limited Agreement between City of Cartersville and the Georgia Department of Transportation on the above project. The project widen and partially relocate SR 20 from I-75 to SR 61/US 411 in Bartow County, Georgia. This agreement preserves City of Cartersville's prior rights for the area located on the attached plans. The Easement Limited Agreement will be dated upon execution on behalf of the Department.

If the Agreement meets with your approval, please handle for execution on behalf of City of Cartersville and return all three counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. In this connection, be sure to have two witnesses (one of which must be a notary public) sign the Agreement. Please be certain that the notary public's seal is affixed alongside the signature. The Official Seal of City of Cartersville is required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

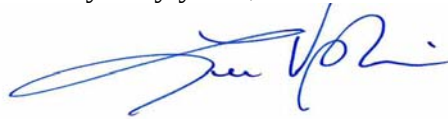
Also please provide City of Cartersville's Federal Employee Identification Number in the blank shown on page 4 of the Agreement.

Project No.: STP00-0012-01 (071), Bartow County
P.I. No.: 621350-
Easement Limited Agreement – Natural Gas Distribution Facilities
May 16, 2013

Page 2

If you have any questions or need further information, please contact [Abdulvahid Munshi](mailto:amunshi@dot.ga.gov) at 404-631-1365 or e-mail at amunshi@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Lee E. Upkins
Asst. State Utilities Engineer

For: Michael J. Bolden
State Utilities Engineer

MB: LU:PA: AM
Attachments

cc: Curtis Dewayne Comer, District Engineer, Cartersville, Georgia
Attn.: Kerry Bonner, District Utilities Engineer

Account No. - Class: 733005 - 309

Department ID: 4848010000

Program No.: 4180401

STANDARD UTILITY AGREEMENT
 GDOT Contract ID No.: CS00UUTL130267
 EASEMENT LIMITED AGREEMENT

PROJECT No.: **STP00-0012-01 (071), Bartow County**
 P.I. No.: **621350-**

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **City of Cartersville**, hereinafter called the COMPANY, second party.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes under the above numbered project to **reconstruct State Route 20 from I-75 to State Route 61/US 411 in Bartow County, Georgia.** and

WHEREAS, the COMPANY has existing and proposed **Natural Gas Facilities and/or easements** located along **SR 20** from **Station 47+20 to Station 47+ 33 and from Station 77+20 Left to 78+00 Left** with portions of **the facilities and/or easements** located upon a right-of-way or easement with rights to install, operate and maintain existing and proposed facilities under this project; and

WHEREAS, the location of said right-of-way or easement is shown on the highway plans attached at said station limits for this project, a copy of said plans in pertinent part being attached hereto as Exhibit A. The facilities presently contemplated are not in conflict with the highway construction; however, if they are later found to be in conflict with the project or a 4-inch polyethylene line, they will be relocated or adjusted, if necessary, to accommodate the proposed highway construction. The cost of such adjustments or relocations will be reimbursed through a separate agreement by the Department in accordance with Federal and State Laws; and

WHEREAS, the DEPARTMENT and the COMPANY desire to enter into an agreement relative to the encroachment of the highway project on the rights-of-way or easement upon which the existing and proposed facilities and/or easements are located.

NOW, THEREFORE, in consideration of Zero & No/100 Dollars (\$0.00) in hand paid and other valuable considerations received by the COMPANY and further in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is hereby agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT will notify the COMPANY of the new project designation. Such change in project designation shall not affect any of the terms of this Agreement.

2. The COMPANY relinquishes and grants to the DEPARTMENT all its existing property interests at the locations shown on the attached highway plans and grants to the DEPARTMENT the right to construct, operate and maintain the above referenced highway across the COMPANY'S right-of-way or easement under the terms and conditions as herein stated.

3. The DEPARTMENT agrees to obtain all necessary rights from the owners of the lands crossed by the COMPANY'S rights-of-way or easement located within the limits of the required right-of-way acquired by the DEPARTMENT.

4. The COMPANY agrees to relocate or adjust, existing COMPANY facilities if later found in conflict with the highway construction project contemplated herein. All costs incurred by the

Item # 5

STANDARD UTILITY AGREEMENT EASEMENT LIMITED AGREEMENT

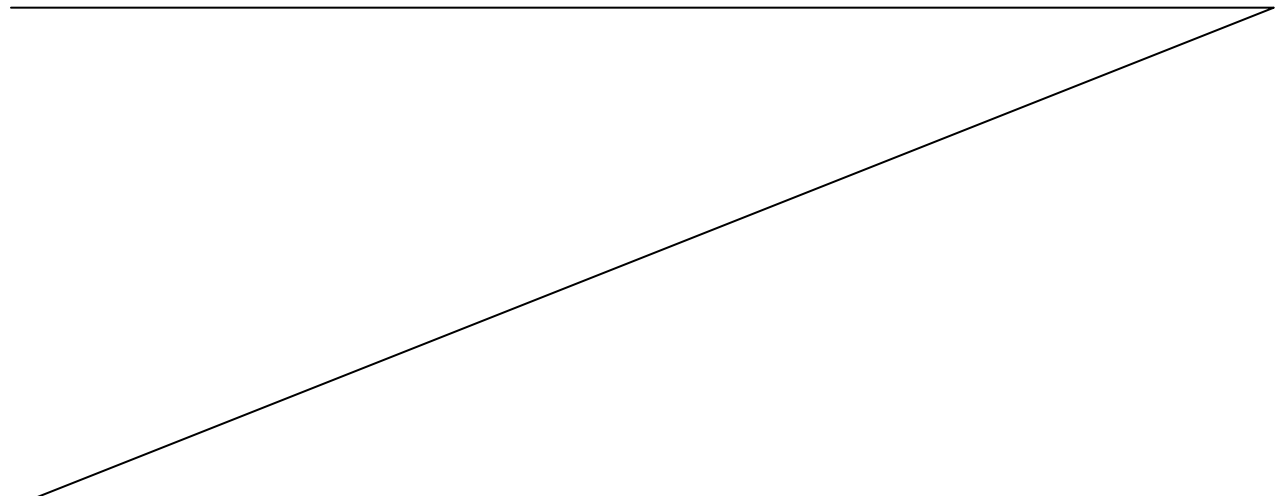
COMPANY related to such relocation or adjustment of its existing facilities, the 4-inch polyethylene line, shall be reimbursed through a separate agreement by the DEPARTMENT in accordance with Federal and State laws. Comparable pre-existing ingress and egress to COMPANY property rights and facilities will be provided to the COMPANY at DEPARTMENT expense. COMPANY retains fully adequate right of ingress and egress to COMPANY property rights and facilities over the property that is the subject of the highway construction project contemplated herein.

5. The COMPANY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the COMPANY'S facilities shall be in accord with the Utility Accommodation Policy and Standards Manual, current edition, issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the COMPANY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the required right-of-way.

6. The DEPARTMENT will require its Contractor to abide by the attached Special Provision (marked "Exhibit B") for the protection of the existing [Natural Gas Facilities](#) owned and operated by the COMPANY within the limits of the required right-of-way. The attached Special Provision will be included and made a part of the contract between the DEPARTMENT and its Contractor.

7. The DEPARTMENT agrees to notify the COMPANY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The COMPANY agrees to plan with the DEPARTMENT'S Contractor a schedule of operations which will clearly set forth at which stage of the Contractor's operations the COMPANY will relocate or adjust its facilities, if necessary.

8. This Agreement contains the entire agreement of the parties hereto, and no representation, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provision of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.



**STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

CITY OF CARTERSVILLE

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
MAYOR

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____,
My commission expires:

I attest to the genuineness of the COMPANY Seal and I further attest that the above named Officer is duly authorized to execute this document.

ATTEST:

FEIN _____

BY: _____
CITY CLERK
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ENGINEER

BY: _____
COMMISSIONER

PROJECT Nos.: **STP00-0012-01 (071)**
COUNTY: **Bartow**
P.I. Nos.: **621350-**
DATE: **May 16, 2013 AM**

Signed, sealed and delivered this
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

05/13/2013

EXHIBIT B**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION****ADDITION TO THE STANDARD SPECIFICATIONS****PROJECT No.: STP00-0012-01 (071), Bartow County
P.I. No. : 621350-****PROTECTION OF UTILITY INTERESTS****City of Cartersville**

CITY OF CARTERSVILLE IS THE OWNER AND OPERATOR OF A 2" NATURAL GAS LINE AND APPURTENANT FACILITIES CROSSING THE ABOVE NUMBERED PROJECT ALONG STATE ROUTE 20 FROM STATION 53+00 LEFT TO STATION 58+50 LEFT ALONG PEEPLES VALLEY ROAD, FROM STATION 65+00 LEFT TO STATION 77+50 LEFT ALONG SR 20 AND FROM STATION 161+82.40 LEFT TO STATION 162+27 LEFT ALONG ROVING ROAD. ALL REFERENCES IN THIS SPECIAL PROVISION SHALL APPLY ONLY TO THOSE CITY OF CARTERSVILLE FACILITIES LOCATED WITHIN THE LIMITS OF THE PROJECT.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY, SAVE HARMLESS AND DEFEND CITY OF CARTERSVILLE, ITS AFFILIATES AND THEIR OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST EACH AND EVERY SUIT, DEMAND OR CAUSE OF ACTION AND ANY AND ALL LIABILITIES, EXPENSES, LOSSES, CLAIMS, LIENS, COSTS (INCLUDING COURT COSTS AND ATTORNEY'S FEES AND THE PAYMENT OF ANY SUM OF MONEY TO ANY PERSON WHOMSOEVER) OF WHATEVER KIND OR CHARACTER RESULTING FROM, IN CONNECTION WITH, ARISING OUT OF OR ON ACCOUNT OF CONTRACTOR'S PERFORMANCE IN THE ABOVE-REFERENCED PROJECT, INCLUDING DEATH, OR DAMAGE TO PROPERTY CAUSED BY THE CONTRACTOR, HIS EMPLOYEES, AGENTS OR SUBCONTRACTORS OR IN ANY WAY ATTRIBUTABLE TO THE PERFORMANCE AND PROSECUTION OF THE WORK HEREIN CONTRACTED FOR, INCLUDING (BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING), ALL CLAIMS FOR INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LIENS, GARNISHMENTS, ATTACHMENTS, CLAIMS, SUITS, COSTS, PENALTIES, FINES, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION AND DEFENSE.

THE CONTRACTOR SHALL AT ALL TIMES CARRY AND MAINTAIN INSURANCE INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION INCLUDING EMPLOYERS LIABILITY, GENERAL LIABILITY AND AUTOMOBILE LIABILITY. THE CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY RIGHT OF SUBROGATION IT MIGHT HAVE AGAINST THE CITY OF CARTERSVILLE UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION ACT OF GEORGIA OR OF ANY OTHER STATE ON ACCOUNT OF ANY INJURY TO ITS EMPLOYEES OR SUB-CONTRACTOR CAUSED IN WHOLE OR IN PART BY CITY OF CARTERSVILLE FACILITIES. THE CONTRACTOR FURTHER AGREES THAT IT WILL REQUIRE ITS WORKERS' COMPENSATION INSURER, IF ANY, TO LIKEWISE WAIVE AND RELINQUISH SUCH SUBROGATION RIGHTS.

item # 5

05/13/2013

THE CONTRACTOR FURTHER AGREES THAT ALL POLICIES OF INSURANCE WHICH ARE INTENDED TO COVER ANY LIABILITIES, EXPENSES, LOSSES, CLAIMS, COSTS (INCLUDING ATTORNEYS' FEES), SUITS AND CAUSES OF ACTION INCURRED HEREUNDER SHALL BE PROPERLY ENDORSED TO WAIVE THE INSURER'S RIGHTS OF SUBROGATION, UNDER ANY SUCH POLICIES, AGAINST [CITY OF CARTERSVILLE](#).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: NATURAL GAS FACILITIES
STP00-0012-01 (071), PI # 621350-,Bartow County

Name of Contracting Entity: CITY OF CARTERSVILLE

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

* or any subsequent replacement 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



City of Cartersville

City Council Meeting

7/18/2013 7:00:00 PM

GDOT Reimbursement of Main Relocation Cost - HWY 20

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	The water main along Hwy 411 near Peeples Valley Road must be relocated due to conflicts with the proposed GDOT State Route 20 Widening and Relocation Project. Portions of the existing water main are located in a private easement outside of State road right of way and are therefore eligible for reimbursement of relocation costs. The Georgia Department of Transportation has agreed to reimburse \$67,000 of these costs in the submitted Actual Cost Utility Agreement. The City Attorney has reviewed the agreement and it requires execution by the City.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	This has been reviewed by the City Attorney.
Associated Information:	

Original 5/17/2013

Exhibit B

GEORGIA
DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE

Date _____, 20____

WE, _____
 (UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

P.I. No. 621350- SR 20 FM I-75 TO SR 61/US 411 in Bartow County

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
 (Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

 Notary Public/Justice of the Peace

My Commission Expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: WATER DISTRIBUTION FACILITIES
STP00-0012-00(071) PI NO 621350-, Bartow County

Name of Contracting Entity: City of Cartersville

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

 EEV / E-Verify™ User Identification Number

 Date of Authorization

 BY: Authorized Officer or Agent
 (Name of Person or Entity)

 Date

 Title of Authorized Officer or Agent

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

____ DAY OF _____, 201__

 Notary Public

[NOTARY SEAL]

My Commission Expires: _____

* or any subsequent replacement 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

Account No. - Class: 733005 - 309
 Department ID: 4848010000
 Program No.: 4181401

STANDARD UTILITY AGREEMENT
 GDOT Contract ID No.: XXXXXXXXX
 ACTUAL COST UTILITY AGREEMENT –Water Distribution Facilities

PROJECT No.: STP00-0012-01(071), Bartow County
 P.I. No.: 621350-

THIS AGREEMENT, made this _____,
 by and between the Department of Transportation, an agency of the State of Georgia, hereinafter
 called the DEPARTMENT, first party, and City of Cartersville, a municipal corporation of the
 State of Georgia, hereinafter called the COMPANY, second party; and

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to
 widen and relocate SR 20 FM I-75 TO SR 61/US 411 in Bartow County, Georgia with its funds
 or with funds apportioned to the State by the Federal Highway Administration under Title 23,
 Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, due to the construction of this project, it will become necessary to
 make certain adjustments of the existing Water Distribution facilities of the COMPANY in
 accordance with the detailed cost estimate for \$67,000.00 prepared by the COMPANY, attached
 hereto and made a part of this Agreement. The DEPARTMENT shall bear \$67,000.00 or
 100.00% and the COMPANY will bear \$0.00 or 0.00%; and

WHEREAS, said construction being the location and improvement of said road
 and the COMPANY having its facilities presently located upon an easement with rights to
 install, operate and maintain such facilities on the rights-of-way thereof which were acquired
 prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new
 location of such facilities are shown on the highway construction plans for this project, a copy of
 said plans in pertinent part being attached hereto, it is desired that the COMPANY adjust its
 facilities within the existing easement or move to the new location as shown on said plans and
 relinquish such existing easement rights as it may have on the present location and accept in lieu
 thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants
 of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the
 DEPARTMENT'S identification purposes only and may be subject to change by the
 DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different
 project number, the DEPARTMENT shall notify the COMPANY of the new project designation.
 Such change in project designation shall have no effect whatsoever on any of the other terms of
 this Agreement.

2. The COMPANY hereby relinquishes its existing easement rights on the
 present location as shown on said plans where its facilities are to be moved and accepts from the

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT –Water Distribution Facilities

DEPARTMENT in lieu thereof the easement right to install, operate and maintain its facilities along and across such rights-of-way at the new location shown on said plans as a full and complete consideration for the relinquishment and extinguishment of its presently existing rights. It is understood by the COMPANY that the installation, operation and maintenance of its facilities shall be in accord with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

3. The COMPANY, with its regular construction or maintenance crews and personnel, and at its standard schedule of wages and working hours, and working in accord with the terms of its agreements with such employees, shall make such changes in its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT. The COMPANY may let to contract any portion of the work contemplated subject to prior approval according to the terms and conditions contained in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The COMPANY agrees to obtain prior approval from the DEPARTMENT before authorizing any contract engineering or construction work by third parties, except as may be shown in the detailed cost estimate attached hereto.

4. The COMPANY may submit to the DEPARTMENT monthly bills for the eligible cost of the work as done by the COMPANY during the current month and will submit one final and complete billing of all eligible costs when the work has been completed. If the total amount billed under this Agreement exceeds eighty percent of the amount of the Agreement (including any approved change orders), the progress bill must include an itemized statement of charges. Said bills shall be prepared on the basis of the aforesaid Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B.

5. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than there exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- (a) Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail steel supports for signs, signals and luminaires, and cable wire/strand. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- (b) A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled “Buy America Certificate of Compliance” is attached to this

Item # 6

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT –Water Distribution Facilities

agreement as “[Exhibit B](#)”. Records to be maintained by the LOCAL AGENCY and the DEPARTMENT - Office of Utilities for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

- (c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

6. The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the COMPANY shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the COMPANY pertaining to this project and will bill the COMPANY any amount of any unallowable expenditure made in the conditional final payment of this Agreement or, if no unallowable expenditure is found, notify the COMPANY of that fact in writing. If the COMPANY does not pay any such bill within thirty days of receipt of the bill from the DEPARTMENT, the DEPARTMENT may set-off the amount of such bill against the amounts owed the COMPANY on any then-current agreement between the COMPANY and the DEPARTMENT. For audit purposes, the cost records and accounts of the COMPANY pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the COMPANY during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the COMPANY.

7. The COMPANY expressly agrees that the DEPARTMENT may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as unallowable expenditure in any agreement between the COMPANY and the DEPARTMENT on which a conditional final payment has been made.

8. The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the COMPANY shall be required or that an increase in cost anticipated will be incurred by the COMPANY, a written change or extra work order approved by the

Item # 6

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT –[Water Distribution Facilities](#)

DEPARTMENT will be required as provided in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The amount of the detailed cost estimate attached hereto will be allotted from available funds and written notice given to the COMPANY by the DEPARTMENT before the COMPANY is authorized to proceed with the work to be performed by the COMPANY under this Agreement.

9. The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the COMPANY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

10. It is mutually agreed that the final cost of the changes in the facilities of the COMPANY covered by the detailed cost estimate shall be borne by the COMPANY and the DEPARTMENT on the percentage basis indicated in said estimate.

11. The COMPANY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

12. The DEPARTMENT agrees to notify the COMPANY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The COMPANY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which shall clearly set forth at which stage of the Contractor's operations the COMPANY will need to perform its removal, relocation and adjustment work. Further, the work covered under this Agreement shall be completed in conjunction with the approved Work Plan submitted by the COMPANY and no later than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the COMPANY in writing of this final completion date.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT- **WATER DISTRIBUTION FACILITIES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

CITY CARTERSVILLE

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
MAYOR

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____,
My commission expires:

I attest to the genuineness of the COMPANY Seal, and I further attest that the above named Officer is duly authorized to execute this document.

ATTEST:

FEIN _____

BY: _____
CITY CLERK
(OFFICIAL COMPANY SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ENGINEER

BY: _____
COMMISSIONER

PROJECT No.: **STP00-0012-01(071)**
COUNTY: **BARTOW**
P.I. No.: **621350-**
DATE: **June 26, 2013 CLB**

Signed, sealed and delivered this _____
day of _____, 20_____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT- WATER DISTRIBUTION FACILITIES

RESOLUTION**STATE OF GEORGIA****COUNTY OF BARTOW**

BE IT RESOLVED by the **CITY OF CARTERSVILLE**, and it is hereby resolved, that the foregoing attached Agreement, relative to Project STP00-0012-01(071), P.I. No. 621350-, **BARTOW COUNTY**, be entered into by **CITY OF CARTERSVILLE** and that **Matt Santini**, as Mayor of the City of Cartersville, and **Sam Grove**, as City Manager, be and they are, thereby authorized and directed to execute the same for and in behalf of said **CITY OF CARTERSVILLE**.

Passed and adopted this the _____ day of _____, 20____.

ATTEST:

BY: _____
CITY MANAGER

BY: _____
MAYOR

STATE OF GEORGIA,**COUNTY OF BARTOW**

I, Sam Grove, as City Manager, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the **CITY OF CARTERSVILLE** WITNESS my hand and official signature, this the ____ day of _____, 20____.

BY: _____
CITY CLERK



City of Cartersville

City Council Meeting
7/18/2013 7:00:00 PM
Water Treatment Plant Filter Rehabilitation

SubCategory:	Contracts/Agreements						
Department Name:	Water Dept						
Department Summary Recommendation:	Bids were received, opened, and read in public on May 30, 2013, for the Water Treatment Plant Rehabilitation Filters 4, 5 and 6 construction project for the City of Cartersville. A total of three (3) bids were received from pre-qualified general contractors as follows: <table><tr><td>Haren Construction Company, Inc.</td><td>\$566,000.00</td></tr><tr><td>J.S. Haren Company</td><td>\$581,000.00</td></tr><tr><td>Rehab Construction Company</td><td>\$591,645.00</td></tr></table> This price is considered reasonable given the scope of the project and is below the Engineer's estimate. This project is budgeted and will be paid for with 2012 Bond funds. Approval of this contract in the amount of \$566,000.00 to Haren Construction Company, Inc. is recommended. Proper E-verify and SAVE documentation is in hand.	Haren Construction Company, Inc.	\$566,000.00	J.S. Haren Company	\$581,000.00	Rehab Construction Company	\$591,645.00
Haren Construction Company, Inc.	\$566,000.00						
J.S. Haren Company	\$581,000.00						
Rehab Construction Company	\$591,645.00						
City Manager's Remarks:	This item is recommended for your approval.						
Financial/Budget Certification:	This is a budgeted item to be paid for with the 2012 bond proceeds.						
Legal:							
Associated Information:	Everify-Save documents are attached.						

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.

103451

EEV/Basic Pilot Program* User Identification Number

BY: Frank E. Haren, Jr.
Authorized Officer or Agent
(Contractor Name)

June 27, 2013
Date

Haren Construction Company, Inc.
Contractor/Entity Name

President
Title of Authorized Officer or Agent of Contractor

PO Box 350, 1715 Highway 411 North, Etowah, TN 37331
Contractor Address

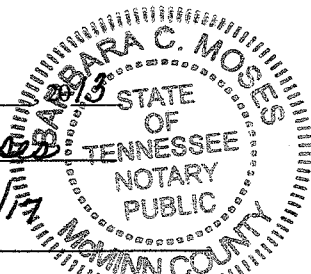
Frank E. Haren, Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27th DAY OF June

Barbara C. Moses

Notary Public

My Commission Expires: 4/18/14

* 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
7/18/2013 7:00:00 PM
Water Meters

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	We need restock various meters for use in the water distribution system. This is a sole source purchase from Delta Municipal Supply Co. Inc. in the amount of \$8,306.00. All E-verify and Save documentation is in hand. This will be paid from the budget. I recommend approval of this purchase.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item to be charged to maintenance of water meters and settings account number 505-3320-52-2390.
Legal:	
Associated Information:	Everify/Save documents are in hand.

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

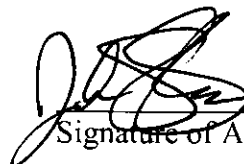
By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational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

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

Delta Municipal Supply 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.

 6/13/13
Signature of Applicant: Date

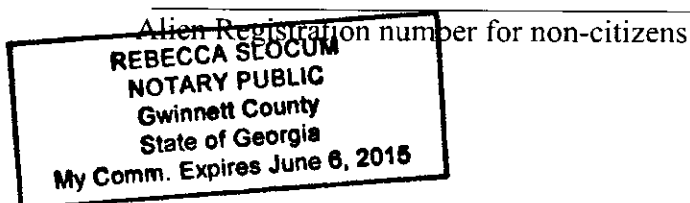
John Shane Slocum
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
13th DAY OF June, 2013

Rebecca Slocum

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

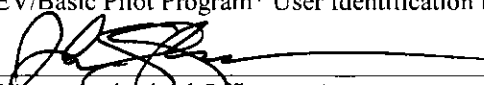
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any 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.

107726

EEV/Basic Pilot Program* User Identification Number

BY:  6/13/13
 Authorized Officer or Agent Date
 (Contractor Name)

Delta Municipal Supply Secretary
 Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

855 Marathon Pkwy. Lawrenceville, GA 30046
 Contractor Address

John S. Slocum
 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

13th DAY OF June, 20 13

Rebecca Slocum

Notary Public

My Commission Expires:

REBECCA SLOCUM
 NOTARY PUBLIC
 Gwinnett County
 State of Georgia

My Comm. Expires June 6, 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

7/18/2013 7:00:00 PM

Water Treatment Plant Production Meter Modification

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: July 18, 2013 SUBJECT: Water Treatment Plant Production Meter Modification The finished water production meter at the City of Cartersville Water Treatment Plant requires modification work for calibration to accurately measure finished water production at the plant. Pricing was received from the meter manufacturer for the modification. Accusonic Technologies has provided a quote of \$17,279.00 for the labor and materials required. This price is considered reasonable given the cost of parts and the labor involved. The Water Department recommends approval of the agreement with Accusonic Technologies in the amount of \$17,279.00. This work will be paid for from the budget. The Contractor has submitted proper E-verify and SAVE documentation.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budget item to be paid from maintenance of the water plant.
Legal:	
Associated Information:	E-verify and Save documents are attached.



City of Cartersville Water Plant

Attn: Brandon Smith

Phone: 678-721-5474

Email: bsmith@cityofcartersville.org

RE: City of Cartersville Flowmeter Relocation

<i>REF. NO.</i>	SB-062613-01
<i>DATE</i>	June 26, 2013
<i>TERMS</i>	Net 30 Days
<i>SHIPMENT</i>	FOB Factory, Freight Prepaid and Added
<i>DELIVERY</i>	4 to 6 Weeks
<i>VALIDITY</i>	90 Days

ITEM	QTY	MODEL NUMBER / DESCRIPTION	TOTAL PRICE
1.	8	7647 Corporation-Stop Feedthrough for Hot-Tap Installation of 7601P.	
2.	8	100 ft. – 7600-0011-100 (30m)	
		Total for Hardware	\$ 9,240.
		Total for Hardware	\$ 9,240.

PAGE 2 OF 2

DATE June 26, 2013

REF. NO. **SB-062613-01**

ITEM	QTY	MODEL NUMBER / DESCRIPTION	TOTAL PRICE
		NOTES: 1. The above prices do not include support labor for installation of the flowmeter system. 2. The above quotation does not include the supply and erection of scaffolding or ladders during installation. 3. The above quotation does not include the supply of protective cable conduit or junction boxes that may be required. 4. The above prices do not include any special, modified, or custom documentation or manuals that may be required. Standard manuals, appropriate to the flowmeter system delivered, are included with the equipment. 5. Accusonic's NEMA 4 (IP65) enclosures are supplied without any provisions for cable or conduit penetrations. These penetrations will need to be made in the field by a contractor based on specific installation details. 6. Accusonic will supply up to five (5) copies of submittal documentation. 7. Freight charges will be billed to the purchaser at cost plus 10%.	

The sale of product(s) or services provided by Accusonic Technologies shall be governed by the attached Terms and Conditions. Accusonic Technologies' offer to sell products to or provide services to you ("customer") is expressly limited by customer's acceptance of these terms and conditions, as evidenced by customer's issuance of a purchase order for product(s) or services, or customer's acceptance of any products or services under the purchase order, or customer's payment for any products or services under the purchase order. Additional or different terms or conditions proposed by a customer (including those that may be contained in customer's purchase order) shall be void and of no effect unless a written agreement to the contrary is provided by Accusonic Technologies.

Accusonic Technologies
 28 Patterson Brook Road, Unit 1
 West Wareham, MA 02576 USA
 Tel: (508) 273-9600
 Fax: (508) 273-9699


 Sam Brown PMP
 Senior Project Manager



City of Cartersville Water Plant

Attn: Brandon Smith

Phone: 678-721-5474

Email: bsmith@cityofcartersville.org

RE: City of Cartersville Flowmeter Relocation

REF. NO.	SB-062613-01
DATE	June 26, 2013
TERMS	Net 30 Days
SHIPMENT	FOB Factory, Freight Prepaid and Added
DELIVERY	4 to 6 Weeks
VALIDITY	90 Days

ITEM	QTY	MODEL NUMBER / DESCRIPTION	TOTAL PRICE
3.	LOT	Accusonic Technical Field Services Installation supervision, commissioning, and operator training. Estimated not to exceed (4) man-days, including travel time. All travel and living expenses incurred while traveling to and from the job site and during the performance of the field services are included. Travel not to exceed (1) service trip. Additional days will be invoiced at \$1,150/day. Any expenses incurred during additional days and/or trips will be invoiced at cost plus 15%. Estimate is based on: • 1 man-day for transducer installation supervision • 1 man-day for flowmeter commissioning, • 2 man-days of travel (one trip: transducer installation, commissioning) • Per diem labor rate is based on a full 8-hour day. Total estimated time is 4 man-days. Total for Services Total for Hardware & Services	\$ 8,039. (including expenses) \$ 8,039.

PAGE 2 OF 2

DATE June 26, 2013

REF. NO. **SB-062613-01**

ITEM	QTY	MODEL NUMBER / DESCRIPTION	TOTAL PRICE
		NOTES: 1. The above prices do not include support labor for installation of the flowmeter system. 2. The above quotation does not include the supply and erection of scaffolding or ladders during installation. 3. The above quotation does not include the supply of protective cable conduit or junction boxes that may be required. 4. The above prices do not include any special, modified, or custom documentation or manuals that may be required. Standard manuals, appropriate to the flowmeter system delivered, are included with the equipment. 5. Accusonic's NEMA 4 (IP65) enclosures are supplied without any provisions for cable or conduit penetrations. These penetrations will need to be made in the field by a contractor based on specific installation details. 6. Accusonic will supply up to five (5) copies of submittal documentation. 7. Freight charges will be billed to the purchaser at cost plus 10%.	

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Accusonic Technologies
 28 Patterson Brook Road, Unit 1
 West Wareham, MA 02576 USA
 Tel: (508) 273-9600
 Fax: (508) 273-9699


Sam Brown PMP
 Senior Project Manager

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.

218732
EEV/Basic Pilot Program* User Identification Number

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

6-27-13
Date

Accusonic
Contractor/Entity Name

V.P. Finance
Title of Authorized Officer or Agent of Contractor

28 PATTERSON Brook Rd, West Wakeham, MA 02576
Contractor Address

Joseph J. Gouston
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
27 DAY OF June, 2013

[Signature]
Notary Public
My Commission Expires:
2-19-17



* 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

GREGORY A. PINCENCE

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

ACCUSONIC TECHNOLOGIES

[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.



[Signature]
Signature of Applicant:

6/27/13
Date

GREGORY A. PINCENCE
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27 DAY OF June, 2013

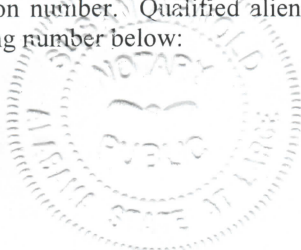
[Signature]

Notary Public

My Commission Expires: 2-19-17

* _____
Alien Registration number for non-citizens

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





City of Cartersville

City Council Meeting
7/18/2013 7:00:00 PM
Municipal Court Added Security - Telenet Systems

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	After renovations to the court room were completed, added security features were needed in the municipal court area. As a result, the features include installation of access control locks on doors and installation of cameras in the court room. Telenet Systems completed similar work on all of the buildings owned by the city and was asked to install the access controls and cameras in the court room area. No other vendors were asked to submit a quote because the added security features needed to be compatible with the existing equipment installed by Telenet Systems back in April of 2013. The installation of the added security was completed in June. I am requesting approval for payment of the Telenet Systems invoice in the amount of \$8,099.48.
City Manager's Remarks:	Your approval of this upgrade is recommended.
Financial/Budget Certification:	This is an unbudgeted item and is to be paid for with court security fees that were approved in early FY 2013. This will be charged to building maintenance in FY 2013 because the installation was completed in June 2013.
Legal:	
Associated Information:	The E-verify documentation is on hand from the original service performed in April.

TELENET SYSTEMS & ALARM SYSTEMS

P.O. BOX 2573
CARTERSVILLE, GA 30120
PHONE: 770-606-9700

Invoice

DATE	INVOICE #
7/1/2013	26325

BILL TO
CITY OF CARTERSVILLE ATTN: LAMAR GREESON CARTERSVILLE, GA 30120

SHIP TO
MUNICIPAL COURT

Item # 10

P.O. NUMBER	TERMS	REP	SHIP	F.O.B.	FILE #
	Net 30	CM	7/1/2013		2934

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
18	BLUE	AMP 406372-6 8 COND. CATEGORY 5e SNAP IN MODULES (BLUE)	7.56	136.08T
2	SFBOX	PANDUIT JBX3510EI-A SURFACE MOUNT BOX	7.22	14.44T
6	4 PORT SS	ALLEN TEL ATBKVT-4 SATIN STAINLESS 4 PORT FACEPLATE	10.00	60.00T
1	2 PORT SS	ALLEN TEL ATBKVT-2 SATIN STAINLESS 2 PORT FACEPLATE	10.00	10.00T
4	SG METAL	WIREMOLD V5745 SG SURFACE MOUNT BOX	7.00	28.00T
5	ALMOND BLANK	AMP 1116412-1 BLANK SNAP-IN-MODULE INSERTS	0.50	2.50T
2	PANDUIT	LD5EI6-A 3/4" PANDUIT 6'L SELF ADHESIVE LATCHING DUCT	15.00	30.00T
1	INSIDE 90 CON...	PANDUIT ECF5EI-E CORNER (INSIDE 90 CONNECTOR)	1.57	1.57T
1	1042 CONTROLL...	DSX 1042 TWO DOOR INTELLIGENT I/O CONTROLLER	677.00	677.00T
3	MAGLOCK	600 LB AC-600S MAGLOCK	155.00	465.00T
3	RTE BUTTON	ILLUMN.RQST.TO EXIT STA , SS/SG	45.00	135.00T
2	DOME CAMERA	VICON V961D-WN312M IP FIXED DOME CAMERA	691.20	1,382.40T
3,600	CAT 5BLUE	4 PAIR CATEGORY 5e DATA CABLE PVC BLUE	0.17	612.00T
600	ACCESS CONTR...	BELDEN 558AFS COMPOSITE ACCESS CONTROL CABLE	1.05	630.00T
4	MT15 READER	MT15 MULTI-TECH READER	202.56	810.24T
150	16 GAUGE	16/2 SHEILDED CABLE	0.35	52.50T
1	24 PORT CAT 5	AMP 24-PORT CATEGORY 5 PATCH PANEL	170.00	170.00T
1	4 CAM P.S.	12V UL 4 OUTPUT POWER SUPPLY	65.25	65.25T
1	MISC. EQUIPME	MISC MATERIAL (TIEWRAPs, CADDY PLATES, SCREWS, ETC)	20.00	20.00T
1	LABOR	INSTALLED CAMERAS, MAGLOCKS, CARD READERS, DATA DROPS AND POWER SUPPLY.	2,797.50	2,797.50
		Sales Tax	0.00	0.00
Total				\$8,099.48

Now accepting Visa, Mastercard, and American Express.



City of Cartersville

City Council Meeting
7/18/2013 7:00:00 PM
May 2013 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the May 2013 financial report along with the supplemental financial information and the cash position for the same time period.
City Manager's Remarks:	Tom R. will present this information Thursday night.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of May 31, 2013

T1 # water

		FY 2011 - 12 MONTH OF May-12	FY 2012 - 13 MONTH OF May-13	FY 2011 - 12 Year to Date May-12	FY 2012 - 13 Year to Date May-13	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLST, BDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,624,794	\$1,566,063	\$21,294,606	\$20,072,077	90.15%
EXPENDITURE		\$2,364,477	\$2,304,414	\$21,060,332	\$20,330,384	91.31%
Gen. Fund Net Profit (Loss)		(\$739,683)	(\$738,351)	\$234,274	(\$258,307)	
WATER & SEWER						
REVENUE		\$7,716,233	\$1,123,147	\$18,483,082	\$12,094,045	58.40%
EXPENDITURE		\$1,513,033	\$1,139,018	\$11,864,821	\$12,726,858	61.45%
Wtr. & Swr. Fund Net Profit (Loss)		\$6,203,200	(\$15,871)	\$6,618,261	(\$632,813)	
GAS						
REVENUE		\$1,278,485	\$1,790,523	\$18,850,878	\$19,991,008	86.45%
EXPENDITURES		\$1,271,774	\$1,815,029	\$18,218,085	\$18,166,101	78.56%
Gas Fund Net Profit (Loss)		\$6,711	(\$24,506)	\$632,793	\$1,824,907	
ELECTRIC						
REVENUE		\$3,427,744	\$3,409,467	\$40,709,130	\$40,597,482	91.04%
EXPENDITURES		\$3,580,947	\$3,936,407	\$39,349,718	\$41,752,498	93.63%
Electric Fund Net Profit (Loss)		(\$153,203)	(\$526,940)	\$1,359,412	(\$1,155,016)	
STORMWATER						
REVENUE		\$102,335	\$106,327	\$1,123,911	\$1,314,999	99.39%
EXPENDITURE		\$84,365	\$72,343	\$942,298	\$1,242,210	93.89%
Stormwater Fund Net Profit (Loss)		\$17,970	\$33,984	\$181,613	\$72,789	
SOLID WASTE						
REVENUE		\$185,125	\$383,985	\$2,017,601	\$2,171,327	90.57%
EXPENDITURE		\$213,689	\$296,513	\$2,029,178	\$2,245,607	93.67%
Solid Waste Fund Net Profit (Loss)		(\$28,564)	\$87,472	(\$11,577)	(\$74,280)	
FIBER OPTICS						
REVENUE		\$133,642	\$149,614	\$1,525,038	\$1,529,420	93.52%
EXPENDITURE		\$119,182	\$203,313	\$1,187,983	\$1,454,334	88.93%
Fiber Fund Net Profit (Loss)		\$14,460	(\$53,699)	\$337,055	\$75,086	

				% of Monthly Totals to Budget
General Fund	Description	Through 5-31-13	FY 2013 Budget	
	Total Revenues	\$20,072,078	\$22,401,680	89.60%
	GO Bond Proceeds from School	\$1,147,975	\$1,147,975	100.00%
	Property Taxes-City Portion Only	\$1,284,881	\$1,274,730	100.80%
	Local Option Sales Tax (LOST)	\$3,524,072	\$4,431,765	79.52%
	Other Taxes	\$6,325,224	\$6,768,855	93.45%
	Building Permit & Inspection Fees	\$60,547	\$45,000	134.55%
	Fines and Forfeitures	\$760,394	\$823,000	92.39%
	Operating Transfers In-City Utilities	\$3,838,465	\$4,139,275	92.73%
	Other Revenues	\$3,130,520	\$3,771,080	83.01%
	Total Expenditures	\$20,330,384	\$22,401,680	90.75%
	Personnel Expenses	\$13,276,258	\$14,478,395	91.70%
	Operating Expenses	\$4,644,882	\$5,456,505	85.13%
	Capital Expenses	\$331,416	\$488,950	67.78%
	GO Bond Proceeds from School	\$1,147,975	\$1,147,975	100.00%
	Debt Pymt - JDA/CBA	\$474,153	\$374,155	126.73%
	Library Appropriations	\$455,700	\$455,700	100.00%
Water & Sewer Fund	Total Revenues	\$12,094,045	\$20,710,175	58.40%
	Water Sales	\$7,201,650	\$8,182,875	88.01%
	Sewer Sales	\$4,114,709	\$4,582,000	89.80%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Bond Proceeds	\$0	\$6,500,000	0.00%
	Prio Year Capacity Fees	\$0	\$800,000	0.00%
	Other Revenues	\$777,686	\$645,300	120.52%
	Total Expenditures	\$12,726,858	\$20,710,175	61.45%
	Personnel Expenses	\$2,766,935	\$3,065,725	90.25%
	Operating Expenses	\$2,553,966	\$3,104,175	82.28%
	Capital Expenses	\$1,667,089	\$8,236,000	20.24%
	Transfer To General Fund	\$2,511,719	\$2,734,650	91.85%
	Debt Payments	\$3,227,149	\$3,569,625	90.41%
Gas Fund	Total Revenues	\$19,991,008	\$23,123,195	86.45%
	Gas Sales	\$18,195,790	\$18,975,275	95.89%
	Gas Commodity Charge	\$1,016,086	\$1,245,000	81.61%
	Bond Proceeds	\$0	\$2,015,000	0.00%
	Proceeds from Capital Leases	\$0	\$227,920	0.00%
	Other Revenues	\$779,132	\$660,000	118.05%
	Total Expenses	\$18,166,102	\$23,123,195	78.56%
	Personnel Expenses	\$1,601,038	\$1,767,780	90.57%
	Operating Expenses	\$526,970	\$867,055	60.78%
	Purchase of Natural Gas	\$12,701,859	\$14,410,275	88.14%
	Transfer to General Fund	\$3,095,267	\$3,380,540	-7277.00%
	Capital Expenses	\$240,968	\$2,697,545	8.93%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 5-31-13	FY 2013 Budget	
	Total Revenues	\$40,597,482	\$44,591,295	91.04%
	Electric Sales	\$39,220,194	\$43,249,495	90.68%
	Other Revenues	\$1,377,288	\$1,341,800	102.64%
	Total Expenses	\$41,752,498	\$44,591,295	93.63%
	Personnel Expenses	\$1,965,156	\$2,054,725	95.64%
	Operating Expenses	\$1,264,247	\$1,292,730	97.80%
	Purchase of Electricity	\$35,504,373	\$37,929,700	93.61%
	Capital Expenses	\$955,877	\$1,069,270	89.40%
	Transfer to General Fund	\$2,062,845	\$2,244,870	91.89%
Stormwater Fund	Total Revenues	\$1,314,999	\$1,323,050	99.39%
	Stormwater Revenues	\$1,158,462	\$1,236,450	93.69%
	Mitigation Grant Revenue	\$146,390	\$0	
	Other Revenues	\$10,147	\$11,600	87.47%
	Proceeds from Capital Leases	\$0	\$75,000	0.00%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,242,210	\$1,323,050	93.89%
	Personnel Expenses	\$321,050	\$441,320	72.75%
	Operating Expenses	\$402,664	\$601,240	66.97%
	Capital Expenses	\$518,496	\$280,490	184.85%
Solid Waste Fund	Total Revenues	\$2,171,327	\$2,397,270	90.57%
	Refuse Collections Revenues	\$1,925,116	\$2,129,070	90.42%
	Other Revenues	\$44,432	\$43,200	102.85%
	Proceeds From Capital Leases	\$201,779	\$225,000	89.68%
	Total Expenses	\$2,245,607	\$2,397,270	93.67%
	Personnel Expenses	\$942,865	\$1,025,970	91.90%
	Operating Expenses	\$988,055	\$1,146,300	86.20%
	Capital Expenses	\$314,687	\$225,000	139.86%
	Total Revenues	\$1,529,420	\$1,635,335	93.52%
	Fiber Optics Revenues	\$1,365,139	\$1,482,665	92.07%
Fiber Optics Fund	GIS Revenues	\$82,250	\$102,000	80.64%
	Other Revenues	\$82,031	\$50,670	
	Total Expenses	\$1,454,334	\$1,635,335	88.93%
	Personnel Expenses	\$556,378	\$596,445	93.28%
	Operating Expenses	\$514,498	\$692,075	74.34%
	MEAG Telecom Statewide Pymt	\$212,457	\$278,980	0.00%
	Capital Expenses	\$171,001	\$67,835	252.08%

Cash Position

	6/30/12	7/31/12	8/31/12	9/30/12	10/31/12	11/31/12	12/31/12
Total Unrestricted Cash Balance	\$11,218,073.23	\$11,325,067.00	\$11,019,070.04	\$10,470,895.36	\$11,402,142.94	\$8,447,591.94	\$6,082,136.02
Total Restricted Cash Balance	\$56,044,692.13	\$55,431,121.36	\$54,179,565.40	\$52,909,942.48	\$52,598,197.41	\$52,526,265.06	\$53,721,732.69

Cash Position

	1/31/13	2/28/13	3/31/13	4/30/13	5/31/13	6/30/13
Total Unrestricted Cash Balance	\$9,244,326.92	\$9,878,521.98	\$9,283,102.66	\$9,897,551.66	\$8,913,799.16	
Total Restricted Cash Balance	\$55,032,045.85	\$54,407,689.34	\$55,266,689.28	\$56,219,252.70	\$56,500,659.56	