



City of Cartersville

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 2/21/2013
Work Session – 6:00 PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

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

1. February 7, 2013 (Pages 4-13)

[Attachments](#)

B. Second Reading of Ordinances

1. Amendment to Streets and Sidewalks Ordinance Regarding Sign Retroreflectivity Method and Procedure (Pages 14-16)

[Attachments](#)

2. Amendment to Traffic Ordinance Regarding Puckett Street (Pages 17-18)

[Attachments](#)

3. Amendment to Alcohol Ordinance Regarding Standardizing Identification Requirement Language (Pages 19-20)

[Attachments](#)

C. First Reading of Ordinances

1. Amendment to Ordinance: Chapter 13. Municipal Court - Fine Schedule (Pages 21-27)

[Attachments](#)

D. Other

1. Quit Claim Deed- 11 Barrett Lane (Pages 28-30)

[Attachments](#)

E. Contracts/Agreements

1. Subordination Agreement 73 Mercer Lane (Pages 31-32)

[Attachments](#)

2. North Towne Grant Program Administrator (Pages 33-44)

[Attachments](#)

3. Cogsdale Annual Software Maintenance (Pages 45-46)

[Attachments](#)

4. GMA Telecommunication Management Service Agreement (Pages 47-48)

[Attachments](#)

5. Intergovernmental Agreement for Collection of Ad Valorem Taxes (Pages 49-53)

[Attachments](#)

6. Georgia Highlands College - User Agreement (Pages 54-61)

[Attachments](#)

F. Bid Award/Purchases

1. Dellinger Pool Fencing (Pages 62-79)

[Attachments](#)

2. Electrical Material - Dellinger Park (Pages 80-87)

[Attachments](#)

3. Recycling Containers (Pages 88-90)

[Attachments](#)

4. Repair of Warning Sirens (Pages 91-94)

[Attachments](#)

5. Municipal Court Asbestos Floor Tile Abatement (Pages 95-99)

[Attachments](#)

6. Heavy Duty Vehicle Lifts (Pages 100-105)

[Attachments](#)

G. Resolutions

1. Freeport (Pages 106-109)

[Attachments](#)

2. Time Change for Civic Youth Day (Pages 110-111)

[Attachments](#)

H. Monthly Financial Statement

1. December 2012 (Pages 112-119)

[Attachments](#)



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
February 7, 2013

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

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

I. Opening Meeting

Invocation by Mayor Santini

Pledge of Allegiance led by Council Member Stepp

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

II. Regular Agenda

A. Council Meeting Minutes

1. January 17, 2013

A motion to approve the January 17, 2013 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

B. Appointments

1. Downtown Development Authority

Tara Currier, Downtown Development Director stated that the term of Lynn Quick to the DDA expires on February 18, 2013 and she has decided not to pursue reappointment. Ms. Currier recommended the appointment of Andrew Bowen of Cohutta Fishing Co. as her replacement. If appointed his term would expire on February 18, 2017.

A motion to approve the appointment of Andrew Bowen was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

1. Ethics Committee

Sam Grove, City Manager stated that the terms of Herschel Wisebram and Stan Tilley on the Ethics Committee are up for renewal and recommended the reappointment of both men with a term set to expire on February 7, 2015.

A motion to approve the reappointment of Herschel Wisebram and Stan Tilley was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

C. Resolutions

1. Certified City of Ethics Renewal

Sam Grove, City Manager stated that the Georgia Municipal Association informed the City Manager's Office that the City of Cartersville is scheduled to recertify in January 2013 as a Georgia Certified City of Ethics. To remain certified, the city must submit to GMA for review and approval a copy of any changes to the city's ethics ordinance since initial certification and a current resolution signed by a majority of the governing body re-adopting the five ethics principles. Mr. Grove stated that the original ordinance was passed in December 1999 and recommended approval.

A motion to approve Resolution No. 06-13 was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Resolution No. 06-13

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Cartersville, wishes to be recertified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the recertification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Cartersville, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- * Serve Others, Not Ourselves**
- * Use Resources with Efficiency and Economy**
- * Treat All People Fairly**
- * Use The Power of Our Position For The Well Being Of Our Constituents**
- * Create An Environment Of Honesty, Openness And Integrity**

RESOLVED this 7 day of February, 2013.

Matthew J. Santini
Matthew J. Santini, Mayor

Jayce Stepp
Jayce Stepp, Councilmember Ward 2

Dianne Tate

Kari Hodge

Dianne Tate, Mayor Pro Tem, Ward 5

Kari Hodge, Councilmember Ward 1

Lindsey McDaniel

Lindsey McDaniel, Councilmember Ward 4

Connie Keeling

ATTEST: Connie Keeling, City Clerk

D. First Reading of Ordinances

1. Amendment to Alcohol Ordinance Regarding Standardizing Identification Requirement.

Connie Keeling, City Clerk stated that in August 2012 council approved an amendment to the Alcohol Ordinance regarding required identification for an alcohol license application; however the section for the contact person was overlooked. Ms Keeling stated that this standardizes required identification for all sections of the ordinance and recommended approval.

NO ACTION REQUIRED

2. Amendment to Traffic Ordinance Regarding Puckett Street

Bobby Elliott, Public Works Director stated that the Etowah Housing Authority has requested that the City create a no parking zone on both sides of Puckett Street between Tennessee Street and Stonewall Street. Mr. Elliott stated as part of the upgrade to their housing they have added parking in other locations. Mr. Elliott recommended approval.

NO ACTION REQUIRED

3. Amendment to Streets and Sidewalks Ordinance Regarding Sign Retro-reflectivity Method and Procedure.

Bobby Elliott, Public Works Director stated that this ordinance revision will establish a MUTCD Method and Procedure for evaluation of street signs for retro-reflectivity. The FHWA has passed a rule that requires all responsible agencies to adopt a method and procedure for a sign maintenance program that can regularly address new sign minimum retro-reflectivity requirements and begin implementation before January 2014. Mr. Elliott stated that he had reviewed the acceptable methods and recommends approval of the Visual Nighttime Inspection using a consistent parameter procedure.

NO ACTION REQUIRED

E. Change Order

1. Wansley Drive Box Culvert

Bobby Elliott, Public Works Director stated that in October council approved a bid for the Wansley Drive Culvert. Mr. Elliott stated that field conditions dictated an additional \$7,088.08. Also, an additional labor expense in the amount of \$24,669.69 was incurred on an emergency bases when the Cartersville Water System could not get the water turned off to install the culvert. Mr. Elliott stated that the water department furnished the materials and Kirkpatrick provided the labor to cut in additional valves to isolate the water. Mr. Elliott state that the total amount for this project is \$121,691.40, making the change order total \$31,757.77. Mr. Elliott recommended approval.

A motion to approve the change order for the Wansley Drive Box Culvert was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

F. Bid Award/Purchases

1. Engine Replacement for 2007 Street Sweeper

Bobby Elliott, Public Works Director stated that recently an engine had failed on the 2007 Street Sweeper and had to be replaced. This is the newest model sweeper and is used daily. Mr. Elliott stated that the repairs were done on an emergency basis by Taylor Truck and Equipment with the final replacement cost of \$15,809.75. Mr. Elliott recommended approval.

A motion to approve the engine replacement for the 2007 Street Sweeper was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

2. Garbage Truck Repairs

Bobby Elliott, Public Works Director stated that he had recently had some emergency repairs performed on the flagship commercial garbage truck that exceeded the \$5,000.00. Taylor Truck and Equipment installed a new steering box, replaced the king pins and bushings in the front end and repaired the radiator. Mr. Elliott stated the total cost for repairs was \$6,489.54 and recommended approval.

A motion to approve emergency repairs to the Garbage Truck was made by Council Member McDaniel and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

Mayor Santini stated that there was one item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

3. Added Item – Commercial Garbage Truck Purchase

Bobby Elliott, Public Works Director stated that due to countless breakdowns and cost of both money and time; he has been in contact with the makers of the Mack Truck and as a result

of these conversations they have offered to take the city's old 2008 cab/chassis in on trade on a 2014 Mack unit with the exact same body specifications. They will refurbish the current body, re-paint and install it on the new chassis and furnish a 60-month extended warranty on the new unit at a cost of \$112,856.26. A brand new unit with the same specifications would be \$224,000.00. Mr. Elliott stated that this is a time sensitive issue and recommended approval.

A motion to approve the purchase of the 2014 Commercial Garbage Truck was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

4. Commercial Dumpsters

Bobby Elliott, Public Works Director stated that bids had been solicited for commercial dumpsters to be used as replacements and/or for new customers. Mr. Elliott stated he had received three bids and recommended approval of the low bid from Nu-Life Environmental in the amount of \$19,373.68.

A motion to approve the purchase from Nu-Life Environmental was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

5. Highland 75 Industrial Park Utility Materials for Electric Department

David Myers, Electric Superintendent presented council with a list of materials needed to provide electricity to the Highland 75 Industrial Park. Mr. Myers stated that items over \$5,000.00 have or will be competitively bid per the standard city requirements. Mr. Myers recommended approval.

A motion to approve the material list for Highland 75 Industrial Park was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

6. Parking Lot Lighting for Bojangles

David Myers, Electric Superintendent stated that Bojangles Chicken has chosen to use the City of Cartersville for their parking lot lighting. Mr. Myers stated that due to the customer contribution and a sole vendor service territory he recommended approval for Stuart C. Irby to supply the material for this job in the amount of \$6,039.75.

A motion to approve the purchase from Stuart C. Irby was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

7. Underground Primary Cable for Electric Department

David Myers, Electric Superintendent stated that this item is to replenish stock of 1/0 underground primary cable. This cable is used on virtually all underground jobs and approximately 20,000 feet will be needed. This item is on the ECG bid list and has already been

competitively bid. Mr. Myers recommended approval of the purchase in the amount of \$2.46 per foot for an approximate total of \$49,200.00.

A motion to approve the purchase of underground cable was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

8. Emergency Repair of Fire Engine

Scott Carter, Fire Chief stated that Cartersville E-3 is the oldest front line engine in the Fire Department Fleet and has developed major problems that are requiring the rebuild of the transmission and transfer case for the fire pump. The work will be completed by Ten-8 Fire Apparatus in Forsyth, GA and will include a warranty for parts and labor. Chief Carter recommended approval of the repairs in an amount not to exceed \$11,000.00.

A motion to approve the emergency repairs at an amount not to exceed \$11,000.00 was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

9. Truck for Water Pollution Control Plant

Ed Mullinax, Assistant Water Superintendent stated that one of the on-road tractor trucks used by the Water Pollution Control Plant for hauling bio-solids needs to be replaced. Bids were received from three separate vendors for trucks with equivalent hauling capacity. Mr. Mullinax recommended approval of the low bid from Murphy-Hoffman Company in the amount of \$113,389.00.

A motion to approve the purchase from Murphy-Hoffman Company was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

10. Water Treatment Plant Conference Room Remodeling

Ed Mullinax, Assistant Water Superintendent stated that the conference room at the Water Treatment Plant needs to be remodeled. Bids were received for the project including replacement of acoustic ceiling tiles, quarry tile flooring repair, ceramic wall tile replacement, door replacement and water fixture upgrades. Mr. Mullinax recommended approval of the low bid from Graham Commercial Contractors in the amount of \$11,951.00.

A motion to approve the Water Treatment Plant Conference Room Remodel was made by Council Member McDaniel and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

11. Tennessee Street Water Main Replacement – Walgreens Water Line

Ed Mullinax, Assistant Water Superintendent stated that bids were received for materials

to construct the water line for the new Walgreens Drug Store. This line is the first phase of the larger Tennessee Street water main replacement to be completed later this year. Mr. Mullinax recommended approval of the low bid from HD Supply in the amount of \$13,699.99.

A motion to approve the purchase of materials from HD Supply was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

12. Westside Village Sewer Relocation Project

Ed Mullinax, Assistant Water Superintendent stated that a section of sewer main serving the Westside Village Commercial Center needs to be relocated in order to construct sewer taps for the individual shops in one of the buildings. Mr. Mullinax recommended approval of the low bid from Hill City Utilities in the amount of \$7,720.00.

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

G Engineering Services

1. Jacob Engineering Regarding Highway 41 and 411 Interchange Water Main Relocation

Ed Mullinax, Assistant Water Superintendent stated that the DOT project for the reconstruction of the interchange at US Highway 41 and US Highway 411 will require relocation of the Water Department's existing 36 inch water main. Mr. Mullinax stated that this conflict was not anticipated and the relocation was not budgeted. Mr. Mullinax requested approval for Jacobs Engineering, the designer of the original water main, to provide a proposal for engineering services for design, permitting, bidding and construction services for this utility relocation project. The proposal from Jacobs Engineering is for an amount not to exceed \$65,100.00.

A motion to approve the agreement with Jacob Engineering was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

H. Contract/Agreements

1. Cogsdale Annual Software Maintenance (This item was removed from the agenda)

2. Blackboard Connect Annual Renewal

Sam Grove, City Manager stated that this is the annual payment to Blackboard Connect for the communication system used by the city to notify the public of emergency and non-emergency situations. Mr. Grove stated that this is the second year of a two year agreement and recommended approval at a cost of \$14,486.00 for 2013.

A motion to approve the annual renewal with Blackboard Connect was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

3. Citizen Survey Services

Tom Quist, Assistant to the City Manager stated that the city has conducted a survey of its resident's opinions every two years with the most recent being in 2011. Mr. Quist stated that at this time the city would like to continue that schedule because of the valuable information provided to elected officials, city staff and the public. Mr. Quist recommended approval of the agreement with National Research Center, Inc. in the amount of \$10,300.00.

A motion to approve agreement with National Research Center, Inc. was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

4. Energy Efficiency Conservation Block Grant Contract Closeout

Tom Quist, Assistant to the City Manager stated that this is an acknowledgement and acceptance to close out the contract with GEFA for the Energy Efficiency and Conservation Block Grant. This funding was received in June 2010 and the project was completed in June 2012 and Mr. Quist recommended approval.

A motion to approve the Energy Efficiency Conservation Block Grant Closeout was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

5. Property Transfer and Construction Loan to Habitat

Tom Quist, Assistant to the City Manager stated that last year the city purchased two lots on Martin Luther King Jr. Drive (22 and 24 MLK Jr. Drive) with the intent to transfer ownership to Habitat for Humanity as part of the 2009 CDBG Disaster Recovery Supplemental Grant Project. Mr. Quist stated that the city is ready to transfer ownership of the properties to Habitat and simultaneously issue them a construction loan for the homes being built on the lots. The loans are up to \$75,000.00 on the first home and up to \$15,000.00 on the second home. Mr. Quist stated that the reason the second loan is smaller is because the majority of funding to build this home is coming from the United Way and Anheuser-Busch. Mr. Quist stated that funding for this project is provided through a grant with no direct cost to the city and recommended approval.

A motion to approve property transfer and construction loan to Habitat for Humanity was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

I. Easements

1. Property Swap for Leake Mounds – Etowah Riverwalk Trail

Greg Anderson, Parks and Recreation Director stated that these easements had been obtained before GADOT authorization was given; therefore, the city had to convey the easements back to Walnut Grove Plantation and re-acquire them per GADOT procedures. The city has now received the “Notice to Proceed” with the right of way acquisition on the TE Grant Project. Mr. Anderson recommended the following:

1. The City of Cartersville conveying easement back to Walnut Grove
2. Walnut Grove Plantation donating Parcel #1 to the City of Cartersville for the trail easement.
3. Walnut Grove Plantation donating Parcel #2 to the city for the trail easement.

A motion to approve the property transfer for the Etowah Riverwalk Trail was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

Steve Wade, former employee of the city addressed an issue with the Mayor and Council pertaining to his retirement.

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

2/21/2013 7:00:00 PM

Amendment to Streets and Sidewalks Ordinance Regarding Sign Retroreflectivity Method and Procedure

SubCategory:	Second Reading of Ordinances
Department Name:	Public Works
Department Summary Recommendation:	This ordinance revision will establish a MUTCD Method and Procedure for evaluation of street signs for retroreflectivity. The FHWA has passed a rule that requires all responsible agencies to adopt a method and procedure for a sign maintenance program that can regularly address new sign minimum retroreflectivity requirements and begin implementation before January 2014. The acceptable methods are: • Visual Nighttime Inspection (recommended for smaller agencies) – signs inspected annually at night and replaced as needed. • Measured Sign Retroreflectivity – requires expensive equipment and annual calibration • Expected Sign Life – requires tracking when each individual sign is replaced and scheduling replacement within degradation time expectancy. • Blanket Replacement – all signs replaced at specified intervals. • Control Signs – Use sample control signs to determine end of retroreflective life for associated signs. • Other Methods based on approved engineering study – two methods currently approved are Calibration Sign Standard Method and Comparison Panel Standards. Both require large initial investment and annual re-calibration. Public Works recommends approval of the Visual Nighttime Inspection using consistent parameter procedure. This method will consist of the following: • Inspections conducted at night • Inspectors must be 60 years or older • Inspectors must conduct inspections from a sports utility vehicle or pickup truck • Inspectors must go through training
City Manager's Remarks:	Your approval of this item is recommended. Cover Memo Item # 2

Financial/Budget Certification:
Legal:
Associated Information:

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby amended by making the following amendments to **CHAPTER 22. STREETS AND SIDEWALKS. ARTICLE IV. DESIGN STANDARDS FOR PUBLIC WORKS. DIVISION 1. Section 22-82 Reserved** is hereby amended by deleting said section its entirety and replacing it as follows.

1.

Sec. 22-82. Sign Retroreflectivity Procedure.

The 2009 Manual on Traffic Control Devices (MUTCD) – Section 2A.08 latest edition, as may be amended or republished is adopted and is to be enforced in regard to the visual Nighttime Inspection Method and the Consistent Parameters Procedure as the City's technique for maintaining sign retroreflectivity levels. The guidelines for inspection are the current page 20 and page 22 of the FHWA "Sign Retroreflectivity Guidebook" for small agencies, dated September 2009 as may be amended or republished. The Public Works Department of the City of Cartersville is responsible for carrying out this method and procedure.

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

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting

2/21/2013 7:00:00 PM

Amendment to Traffic Ordinance Regarding Puckett Street

SubCategory:	Second Reading of Ordinances
Department Name:	Public Works
Department Summary Recommendation:	The Housing Authority has requested that the City create a no parking zone on both sides of Puckett Street between Tennessee Street and Stonewall Street. They have added parking in other locations and this is part of the upgrade to their housing. Public Works recommends approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 12. MOTOR VEHICLES AND TRAFFIC ARTICLE IX. TRAFFIC SCEDULES CODE SECTION 12-1005. PARKING PROHIBITED is hereby amended by inserting the following to Section 12-1005 under the subparagraph for *Parking is prohibited in the following locations*:

1.

“Puckett Street, both sides of street between Tennessee Street and Stonewall Street”

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 that section 12-1005 is amended by adding the above provisions and that said section may be alphabetized as necessary to accomplish such intention. The remaining provisions of said section shall remain as is except for alphabetizing.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATT SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM

Amendment to Alcohol Amendment to Alcohol Ordinance Regarding Standardizing Identification Requirement Language

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	In August 2012 council approved an amendment to the Alcohol Ordinance that pertains to identification needed for a background check, however, the section pertaining to the contact person was overlooked. This ordinance is a housekeeping measure to make identification requirements the same throughout the ordinance.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	N/A
Legal:	This ordinance was prepared by Keith Lovell.
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE II. LICENSING REQUIREMENTS. DIVISION 2. APPLICATION AND ISSUANCE Sec. 4-51 is hereby amended by deleting paragraph (11)(a) in its entirety and replacing it with the following:

1.

(a) The following identification items shall be presented to the Cartersville Police Department prior to an application or renewal being filed for all licenses issued pursuant to this Chapter.

- 1) A picture identification being either a Naturalization documents, valid passport, valid driver's license or valid state identification card; and
- 2) Social security number or work visa.

2.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 7th day of February 2013.
ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

2/21/2013 7:00:00 PM

Amendment to Ordinance: Chapter 13. Municipal Court - Fine Schedule

SubCategory:	First Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	During the July 19, 2012 meeting, the city council approved a municipal court fine schedule based on recommendations from a committee established to revamp the fine schedule. After using the fine schedule for several months, Judge White asked the committee to revisit the schedule because he felt that some of the fines didn't agree with the crime. Upon his request and several revisions, I am submitting to the council a revised municipal court fine schedule that Judge White is agreeable to. The schedule of fines is used by Judge White as a starting point and he fines the clients based on what he feels they can pay and also what he uncovers during their trial. I recommend your approval of the attached revised municipal court base fines schedule.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Code	Violation↓	Approved 8/16/12 New Cartersville Base Amount	Proposed Revised 2/14/13 Catersville Base Fine Amount
11-101	NOISE VIOLATION	\$200.00	\$120.00
11-102	DISORDERLY CONDUCT	\$200.00	\$120.00
11-102B	DISORDERLY CONDUCT/OBST	\$300.00	\$120.00
11-143	DISCHARGING FIREARMS	\$300.00	\$120.00
12-2-F	SKATEBOARDING	\$200.00	\$120.00
13-10	FAILURE TO APPEAR	\$66.00	\$73.00
13-10	CONTEMPT	\$66.00	\$73.00
16-13-2B	POSSESSION OF MARIJUANA	\$840.00	\$625.00
16-13-30A	POSSESSION BY INGESTION	\$840.00	\$625.00
16-8-14	SHOPLIFTING 1ST	\$820.00	\$481.00
16-8-14	SHOPLIFTING 2ND	\$1,000.00	\$719.00
24-8B1	WATER BAN 1ST	\$147.00	\$75.00
24-8B2	WATER BAN 2ND	\$282.00	\$200.00
24-8B3	WATER BAN 3RD	\$687.00	\$500.00
24-8B4	WATER BAN 4TH	\$1,312.00	\$1,000.00
24-8B5	WATER BAN 5TH	\$1,312.00	\$1,000.00
3-3-23	POSSESSION OF ALCOHOL BY MINOR	\$950.00	\$300.00
3-3-23	SALE OF ALCOHOL TO MINOR	\$950.00	\$459.00
31-05	DISCHARGING FIREWORKS	\$213.00	\$120.00
32-6-1	OBSTRUCTING ROADWAY	\$100.00	\$100.00
4-120	SELLING ALC. AFTER HOURS	\$950.00	\$459.00
4-151	SERVING WITHOUT LICENSE	\$950.00	\$459.00
4-18	OPEN CONTAINER IN PUBLIC	\$351.00	\$222.00
40-1-3	PERMITTING UNLAWFUL OP	\$728.00	\$484.00
40-1-3	PERMITTING DUI	\$728.00	\$484.00
40-2-20	DRIVING WITHOUT TAG	\$100.00	\$73.00
40-2-29	UNREGISTERED VEHICLE	\$100.00	\$73.00
40-2-31	NO COUNTY DECAL	\$100.00	\$73.00
40-2-38	IMPROPER USE DEALER TAG	\$100.00	\$73.00
40-2-41	DISPLAY OF LICENSE PLATES	\$100.00	\$73.00
40-2-42	IMPROPER TRANSFER TAG	\$100.00	\$73.00
40-2-5	USE OF TAG TO CONCEAL	\$855.00	\$459.00
40-2-6	ALTERATION/IMPROPER TAG	\$100.00	\$73.00
40-2-7	REMOVING/AFFIXING TAG	\$100.00	\$73.00
40-2-8	EXPIRED TAG	\$100.00	\$73.00
40-2-90B	NEW RES-30 DAYS	\$100.00	\$73.00
40-2-90B1	IMPROPER REG OF VEH	\$100.00	\$73.00
40-22	SELLING ALC WITHOUT LIC	\$855.00	\$459.00
40-5-120	UNLAWFUL USE OF LIC	\$500.00	\$321.00
40-5-121	SUSP LIC 1ST	\$1,000.00	\$719.00

Item # 5

Code	Violation↓	Approved 8/16/12 New Cartersville Base Amount	Proposed Revised 2/14/13 Catersville Base Fine Amount
40-5-121	SUSP LIC 2ND	\$2,306.00	\$1,471.00
40-5-121	SUSP LIC 3RD	\$2,500.00	\$2,470.00
40-5-122	PERMIT UNLIC TO DRIVE	\$1,000.00	\$719.00
40-5-20	NEW RES-30 DAYS LICENSE	\$100.00	\$73.00
40-5-20	EXPIRED LICENSE	\$100.00	\$73.00
40-5-20A	DRIVING UNLICENSED 1ST	\$1,000.00	\$870.00
40-5-20A	DRIVING UNLICENSED 2ND	\$2,126.00	\$1,810.00
40-5-20A	DRIVING UNLICENSED 3RD	\$2,500.00	\$2,500.00
40-5-23	WRONG CLASS LICENSE	\$100.00	\$73.00
40-5-24	OPERATING ON LEARNER'S	\$100.00	\$73.00
40-5-29	NO LICENSE ON PERSON	\$100.00	\$73.00
40-5-29B	LICENSE ON DEMAND	\$100.00	\$73.00
40-5-30	VIO OF LIC RESTRICTIONS	\$100.00	\$73.00
40-5-32	EXPIRED LICENSE	\$100.00	\$73.00
40-5-33	60 DAYS TO CHANGE ADDRESS	\$100.00	\$73.00
40-6-10	NO INSURANCE	\$474.00	\$302.00
40-6-10A4	NO PROOF OF INSURANCE	\$46.00	\$31.00
40-6-11	MOTORCYCLE-NO INSURANCE	\$474.00	\$302.00
40-6-11C	MOTORCYCLE NO PROOF	\$46.00	\$31.00
40-6-120	IMPROPER TURN	\$100.00	\$73.00
40-6-120B	FAILURE TO OBEY TURN DEVICE	\$100.00	\$73.00
40-6-121	IMPROPER U TURN	\$100.00	\$73.00
40-6-122	IMPROPER STARTING	\$100.00	\$73.00
40-6-123	IMPROPER LANE CHANGE/USE	\$100.00	\$73.00
40-6-123C	IMPROPER STOPPING	\$100.00	\$73.00
40-6-124	FAIL TO USE SIGNAL	\$100.00	\$73.00
40-6-125	IMPROPER USE OF HAND SIGN	\$100.00	\$73.00
40-6-126	IMPROPER USE OF CENTRAL LN	\$100.00	\$73.00
40-6-14	BOOM BOX	\$100.00	\$73.00
40-6-140	RAILROAD CROSSING	\$100.00	\$73.00
40-6-142	CERTAIN VEH R.R. XING	\$100.00	\$73.00
40-6-144	DRIVING ON SIDEWALK	\$100.00	\$73.00
40-6-15	SUSPENDED TAG 1ST	\$1,000.00	\$870.00
40-6-15	SUSPENDED TAG 2ND	\$2,106.00	\$1,810.00
40-6-16	MOVE OVER FOR TRAFFIC ST	\$712.00	\$472.00
40-6-163	FAIL STOP SCHOOL BUS	\$321.00	\$193.00
40-6-180	TOO FAST FOR CONDITIONS	\$100.00	\$73.00
40-6-181	SPEEDING 1-15 1ST	\$100.00	\$73.00
40-6-181	SPEEDING 1-15 2ND	\$130.00	\$103.00
40-6-181	SPEEDING 1-15 3RD	\$160.00	\$133.00

Item # 5

Code	Violation↓	Approved 8/16/12 New Cartersville Base Amount	Proposed Revised 2/14/13 Catersville Base Fine Amount
40-6-181	SPEEDING 1-15 4TH	\$200.00	\$173.00
40-6-181	SPEEDING 16-20 1ST	\$125.00	\$75.00
40-6-181	SPEEDING 16-20 2ND	\$155.00	\$105.00
40-6-181	SPEEDING 16-20 3RD	\$185.00	\$135.00
40-6-181	SPEEDING 16-20 4TH	\$225.00	\$175.00
40-6-181	SPEEDING 21-25 1ST	\$150.00	\$105.00
40-6-181	SPEEDING 21-25 2ND	\$180.00	\$135.00
40-6-181	SPEEDING 21-25 3RD	\$210.00	\$165.00
40-6-181	SPEEDING 21-35 4TH	\$250.00	\$205.00
40-6-181	SPEEDING 26-30 1ST	\$500.00	\$114.00
40-6-181	SPEEDING 26-30 2ND	\$530.00	\$144.00
40-6-181	SPEEDING 26-30 3RD	\$560.00	\$174.00
40-6-181	SPEEDING 26-30 4TH	\$600.00	\$214.00
40-6-181	SPEEDING 31-40 1ST	\$500.00	\$365.00
40-6-181	SPEEDING 31-40 2ND	\$530.00	\$405.00
40-6-181	SPEEDING 31-40 3RD	\$560.00	\$425.00
40-6-181	SPEEDING 31-40 4TH	\$600.00	\$465.00
40-6-184	IMPEDING FLOW OF TRAFFIC	\$100.00	\$73.00
40-6-186	RACING	\$626.00	\$411.00
40-6-2	FAIL OBEY PERSON DIRECTING	\$100.00	\$73.00
40-6-20	DISREGARD TRAFFIC CONTROL	\$100.00	\$73.00
40-6-200	IMPROPER PARKING	\$100.00	\$73.00
40-6-201	LEAVING M.V. UNATTENDED	\$100.00	\$73.00
40-6-202	PARK OUTSIDE BUS/RES DIST	\$100.00	\$73.00
40-6-202	ILLEGAL PARKING	\$100.00	\$73.00
40-6-203	IMPROPER STOPPING/PARKING	\$100.00	\$73.00
40-6-205	OBSTRUCTING INTERSECTION	\$100.00	\$73.00
40-6-226	HANDICAPPED PARKING	\$183.00	\$94.00
40-6-240	IMPROPER BACKING	\$100.00	\$73.00
40-6-241	DUE CARE	\$100.00	\$73.00
40-6-241.2	TEXTING WHILE DRIVING	\$150.00	\$73.00
40-6-242	OBSTRUCTION OF DRIVER	\$100.00	\$73.00
40-6-242	PASSENGER INTERFERE W/DR	\$100.00	\$73.00
40-6-243	OPENING DOORS IN TRAFFIC	\$100.00	\$73.00
40-6-248	DRIVING OVER FIREHOSE	\$100.00	\$73.00
40-6-249	LITTERING	\$168.00	\$83.00
40-6-250	DEVICE IMPAIR HEARING/VIS	\$100.00	\$73.00
40-6-251	LAYING DRAG	\$168.00	\$83.00
40-6-252	CRIM TRESPASS BY MV 1ST	\$100.00	\$73.00
40-6-252	CRIM TRESPASS BY MV 2ND	\$195.00	\$94.00

Item # 5

Code	Violation↓	Approved 8/16/12 New Cartersville Base Amount	Proposed Revised 2/14/13 Catersville Base Fine Amount
40-6-252	CRIM TRESPASS BY MV 3RD	\$292.00	\$155.00
40-6-253	OPEN CONTAINER	\$351.00	\$214.00
40-6-254	FAILURE TO SECURE LOAD	\$100.00	\$73.00
40-6-255	GAS DRIVE OFF	\$152.00	\$77.00
40-6-26B	DRIVING ON CLOSED ROAD	\$100.00	\$73.00
40-6-270	LEAVING SCENE	\$938.00	\$644.00
40-6-271	STRIKING UNATTENDED VEH	\$100.00	\$73.00
40-6-272	STRIKING FIXED OBJECT	\$100.00	\$73.00
40-6-273	FAIL TO REPORT ACCIEDNT	\$100.00	\$73.00
40-6-312B	MC PASSING IN SAME LANE	\$100.00	\$73.00
40-6-312C	MC PASSING BETWEEN LANES	\$100.00	\$73.00
40-6-312E	MC MUST HAVE LIGHTS ON	\$100.00	\$73.00
40-6-315	MC MUST HAVE HELMET	\$100.00	\$73.00
40-6-315	MC MUST HAVE EYE PROTECT	\$100.00	\$73.00
40-6-351	MOPED MUST HAVE LEARNER	\$100.00	\$73.00
40-6-352	MOPED MUST HAVE HELMET	\$100.00	\$73.00
40-6-390	RECKLESS DRIVING	\$626.00	\$411.00
40-6-391	DUI 1ST	\$840.00	\$600.00
40-6-391	DUI 2ND	\$1,000.00	\$1,000.00
40-6-391	DUI 3RD	\$2,645.00	\$1,912.00
40-6391L	DUI CHILD ENDANGERMENT	\$1,000.00	\$425.00
40-6-395	FLEEING/ATTEMPT ELUDE	\$800.00	\$411.00
40-6-397	AGGRESSIVE DRIVING	\$800.00	\$640.00
40-6-40	WRONG SIDE OF ROAD	\$100.00	\$73.00
40-6-41	VEH PASSING IN OP DIRECTION	\$100.00	\$73.00
40-6-42	IMPROPER PASSING ON LEFT	\$100.00	\$73.00
40-6-43	OVERTAKE & PASS ON RIGHT	\$100.00	\$73.00
40-6-43B	PASSING ON SHOULDER	\$100.00	\$73.00
40-6-44	PASSING W/IN 200 FT OF TRAF	\$100.00	\$73.00
40-6-45	PASSING ON HILL/CURVE	\$100.00	\$73.00
40-6-45A2	PASSING W/IN 100 FT R.R.	\$100.00	\$73.00
40-6-46	PASSING IN NO PASSING ZONE	\$100.00	\$73.00
40-6-47	ONE WAY ROADWAY	\$100.00	\$73.00
40-6-48	FAILURE TO MAINTAIN LANE	\$100.00	\$73.00
40-6-49	FOLLOWING TOO CLOSE	\$100.00	\$73.00
40-6-50	DRIVING IN GORE/MEDIAN	\$100.00	\$73.00
40-6-51	RESTRICTION ON CONTR ACC	\$100.00	\$73.00
40-6-70	FTY ENTRING INTERSECTION	\$100.00	\$73.00
40-6-71	FTY TURNING LEFT	\$100.00	\$73.00
40-6-72B	STOP SIGN	\$100.00	\$73.00

Item # 5

Code	Violation↓	Approved 8/16/12 New Cartersville Base Amount	Proposed Revised 2/14/13 Catersville Base Fine Amount
40-6-72C	FTY AT YIELD SIGN	\$100.00	\$73.00
40-6-73	FTY ENTERING/CROSSING ROAD	\$100.00	\$73.00
40-6-74	FTY EMERGENCY VEHICLE	\$200.00	\$121.00
40-6-76	FTY FUNERAL PROCESSION	\$100.00	\$73.00
40-6-91`	FTY PEDESRIAN/CROSSWALK	\$100.00	\$73.00
40-6-91B	PEDESTRIAN-DART IN TRAFFIC	\$100.00	\$73.00
40-6-92	PED MUST YIELD/NO CROSSWALK	\$100.00	\$73.00
40-6-96	PED MUST WALK ON SIDEWALK	\$100.00	\$73.00
40-6-98	DRIVING THROUGH SAFETY ZONE	\$100.00	\$73.00
40-8-181	VISIBILE EMISSIONS	\$100.00	\$73.00
40-8-20	HEADLIGHTS/OTHER REQUIRED	\$100.00	\$73.00
40-8-22	HEADLIGHT REQUIREMENTS	\$100.00	\$73.00
40-8-22D	HEADLIGHT COVERS PROHIBITED	\$100.00	\$73.00
40-8-23	TAILLIGHTS/LENSES REQUIRED	\$100.00	\$73.00
40-8-23D	TAG LIGHT REQUIRED	\$100.00	\$73.00
40-8-25	NO BRAKE LIGHTS/TURN SIGNALS	\$100.00	\$73.00
40-8-27	LIGHT/FLAG REQ ON PROJECTING	\$100.00	\$73.00
40-8-29	SPOTLIGHT/FOGLIGHTS/AUX LIGHT	\$100.00	\$73.00
40-8-31	FAIL TO DIM HEADLIGHTS	\$100.00	\$73.00
40-8-32	RURAL MAIL CARRIERS-AMBER LIGHTS	\$100.00	\$73.00
40-8-4	SLOW VEH MUST USE TRIANGLE	\$100.00	\$73.00
40-8-50	BRAKES REQUIRED	\$100.00	\$73.00
40-8-6	ALTERED SUSPENSION	\$100.00	\$73.00
40-8-7	DEFECTIVE EQUIPMENT	\$100.00	\$73.00
40-8-70A	NO HORN/IMPROPER USE	\$100.00	\$73.00
40-8-71	IMPROPER EXHAUST	\$100.00	\$73.00
40-8-72	MIRROR REQUIRED/VIS OBSTRUCT	\$100.00	\$73.00
40-8-73	VIEW OBSTRUCTED/WINDSHIELD	\$100.00	\$73.00
40-8-73.1	WINDOW TINT 1ST	\$100.00	\$73.00
40-8-73.1	WINDOW TINT 2ND	\$195.00	\$94.00
40-8-73.1	WINDOW TINT 3RD	\$292.00	\$155.00
40-8-74	TIRE REQUIREMENTS	\$100.00	\$73.00
40-8-76	CHILD SAFETY RESTRAINT 1ST	\$50.00	\$50.00
40-8-76	CHILD SAFETY RESTRAINT 2ND	\$100.00	\$100.00
40-8-76.1	ADULT SAFETY RESTRAINT	\$15.00	\$15.00
40-8-76.1E3	SAFETY RESTRAINT 8-17	\$25.00	\$25.00
40-8-79	RIDING IN BACK OF PICKUP	\$100.00	\$73.00
46-7-39	DEFECTIVE 5TH WHEEL	\$100.00	\$73.00
5-7	ANIMAL AT LARGE 1ST	\$58.00	\$10.00
5-7	ANIMAL AT LARGE 2ND	\$147.00	\$77.00

Item # 5

Code
5-7

Violation↓
ANIMAL AT LARGE 3RD

Approved 8/16/12 New Cartersville Base Amount	Proposed Revised 2/14/13 Catersville Base Fine Amount
\$215.00	\$147.00

Item # 5



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Quit Claim Deed- 11 Barrett Lane

SubCategory:	Other
Department Name:	
Department Summary Recommendation:	This item is needed to allow the release of a lien in the amount of \$10,000 for property at 11 Barrett Lane in the Wingfoot Park subdivision. This lien, recorded on November 29, 2007, was for the first-time homebuyers' forgivable loan program as part of a federal grant that the City received. The property owners have resided in the house for the required five (5) year period, and the loan may now be forgiven (lien released) by approval of Council. The City Attorney's office has reviewed the document and recommended that it be forwarded to Council.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	Reviewed by City Attorney.
Associated Information:	

After Recording Return To:
Tilley, Deems, Helton & Trotter, LLC
319 E. Church Street
Cartersville, Georgia 30120

1212-1069
STATE OF GEORGIA
COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE made this ____ day of February, 2013 by and between

CITY OF CARTERSVILLE

party or parties of the first part, hereinafter referred to as "Grantor", and

JAMIE KNOWLES AND JOHN KINCAID

party or parties of the second part hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor, has, and hereby does, grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Cartersville, Land Lot 233 of the 4th District, 3rd Section of Bartow County, Georgia; and being Lot 271, Wingfoot Park, Phase III, as per plat recorded in Plat Book 65, Pages 101-103, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof.

This deed is given for the purpose of releasing the above-described property from the liens and effects of that certain Deed to Secure Debt from Grantee to Grantor, dated November 19, 2007, in the amount of \$10,000.00, filed for record on November 29, 2007 at 9:40 a.m., and recorded in Deed Book 2252, Page 587, Bartow County, Georgia Records.

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee, forever, in FEE SIMPLE.

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

CITY OF CARTERSVILLE

(Unofficial Witness)

_____(SEAL)
Name: Title:

(Notary Public)

After Recording Return To:
Tilley, Deems, Helton & Trotter, LLC
319 E. Church Street
Cartersville, Georgia 30120

Attachment number 1 \nPage 2



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Subordination Agreement 73 Mercer Lane

SubCategory:	Contracts/Agreements
Department Name:	Planning and Development
Department Summary Recommendation:	This item is needed to allow Tami Berry to refinance a single-family house located at 73 Mercer Lane, for which there is a \$10,000 Deed to Secure Debt and Promissory Note issued in 2010 to the City of Cartersville. On January 17th, Council approved a subordination agreement for this property; subsequently, however, a financial representative provided City staff with this second loan document that also needs Council approval. Previously, the property owner had a security deed on the house that served as the primary debt and the deed to the City of Cartersville was secondary / subordinate. This agreement allows the property owner to maintain the primary and secondary / subordinate agreement with a new mortgage loan to serve as the primary debt, and the City will remain in the same security position as before the new agreement.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	The City Attorney's office has reviewed the document and recommended that it be forwarded to Council.
Associated Information:	

Please Cross- Reference to:
Deed Book _____, Page _____,
County Records, as
Transferred at Deed Book _____,
Page _____, aforesaid records.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **CITY OF CARTERSVILLE**, being the owner(s) and holder(s) of a certain note executed by **TAMI R. BERRY** in the original amount of **TEN THOUSAND & NO/100 ---** Dollars dated the 19th day of **MARCH, 2010** and secured by a Security Deed recorded in book 2413 and page 349, in the Office of the Recorder of Deeds for **BARTOW** County, GEORGIA, covering the following described real estate, to wit:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BARTOW, STATE OF GA, AND IS DESCRIBED AS FOLLOWS: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CARTERSVILLE IN LAND LOT 272 OF THE 4TH DISTRICT, 3RD SECTION OF BARTOW COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS LOT 29WINGFOOT PARK PHASE ONE AS SHOWN AT PLAT BOOK 61, PAGE 127 BARTOW COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE. KNOWN AS: 73 MERCER LANE, CARTERSVILLE, GA 30120 PARCEL NO. C121-0001-029

for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to it paid, receipt of which is hereby acknowledged, does hereby covenant, consent and agree that the lien of said Security Deed shall be and is hereby made subject to and subordinate to a certain note in the maximum original amount of Ninty Seven Thousand Eight Hundred Thirteen Dollars (\$97,813.00), payable to **JAMES B. NUTTER & COMPANY**, secured by a Security Deed recorded in Book _____ at Page _____ in the Office of the Recorder of Deeds for **BARTOW** County, **GEORGIA**, and further that the lien of said Security Deed to **JAMES B. NUTTER & COMPANY** shall have priority as if acquired and recorded prior to the Deed of Trust to **CITY OF CARTERSVILLE** .

It is understood and agreed that this instrument is not to be held or construed as a release of the lien of said Security Deed in favor of **CITY OF CARTERSVILLE** recorded in book 2413 and page 349 upon any part of the above described real estate, but is solely to subordinate said lien to the lien of the Security Deed to **JAMES B. NUTTER & COMPANY** recorded in Book _____ at Page _____ and only to the extent herein set forth.

IN WITNESS WHEREOF, said **CITY OF CARTERSVILLE** have hereunto set its hand(s) and seal(s) this _____ day of _____, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF CARTERSVILLE

Unofficial Witness

By: _____

Notary Public

By: _____

(Corporate Seal)

My Commission Expires

(Notary Seal)



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
North Towne Grant Program Administrator

SubCategory:	Contracts/Agreements
Department Name:	
Department Summary Recommendation:	This contract would approve Gilbert + Associates, Inc. as the Program Administrator for the North Towne Residential Rehabilitation Project for owner-occupied houses. The City of Cartersville received a grant award in 2011 to renovate residences in the North Towne area. In February 2012, Council approved a contract with HDR, Inc. to serve as the administrator. However, in November 2012 Council terminated the agreement since the administrator had completed work that was insufficient in amount and quality. In December and January, a Request for Proposal was advertised per requirement in The Daily Tribune for the administrator, and 10 firms received the RFP. The position was also advertised on the City website. City staff received one proposal, from Gilbert + Associates, Inc. of Lawrenceville. Rhonda Gilbert is qualified and submitted an RFP in early 2012 as well, but had previously been turned down due to a high bid in excess of \$37,000. At this time, her sole source bid is \$30,625. Georgia Department of Community Affairs (DCA) staff have been notified that only one bid was received, and they have approved the City request to review the sole source for potential contract approval. Planning & Development staff has all verification documents and recommends approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This will be paid from the grant proceeds associated with the North Towne project.
Legal:	The City Attorney's office has reviewed the contract.
Associated Information:	Current Everify and SAVE documents are attached

City of Cartersville CDBG North Towne Residential Rehabilitation Project**AGREEMENT FOR PROGRAM ADMINISTRATION**

This agreement made this ____ day of _____, 2013 between Gilbert + Associates, Inc.

Gilbert + Associates, Inc.
625 Piping Rock Point
Lawrenceville, GA 30043
678-447-5425
gilbertassoc@att.net

Herein after called the “Administrator”

And the City of Cartersville

Herein after called the “CITY”

City of Cartersville
1 North Erwin Street
P.O. Box 1390
Cartersville, GA 30120

Herewith enter into the following Agreement

Reference to in all correspondence:

Contract No:

Project No:

PURPOSE OF THE AGREEMENT – SCOPE OF WORKS

Administrator shall provide or coordinate the following services and any other duties related to the project as stated in the RFP: application intake, pre-qualification of applicant, eligibility analysis, initial housing inspection, initial work write-up, lead based paint assessment, asbestos assessment, final work write-up, securing before and after proposal, preparing bid documents, project monitoring and partial payment inspections, contractors oversight, participate in final inspection, act as liaison between contractor and grant **administrator**, submit for review to DCA assessment of units, submit for review to DCA housing policies and procedures.

1. AUTHORIZED REPRESENTATIVE – SUPERVISION OF THE WORKS

The **administrator** shall be on site to provide inspections and oversight of contractors.

2. AGREEMENT AMOUNT

The Agreement will have three payment components.

1. Administration amount \$12,613.00.
2. Project Delivery fee \$2,500.00 per unit up to 7 units.
3. Lead Hazard control project delivery cost \$500 per unit if lead abatement is necessary.
4. The total fees paid to the Program Administrator shall not exceed \$30,625.00.

3. PAYMENTS

The **Administrator** will submit invoices for payment as milestones are reached. The administration will be divided up over the course of the project. Only a percentage of the administration will be allowed for each house. The project delivery fee will only be allowed for request at the completion of the house. The lead hazard control project delivery costs payments will be available for request only if lead abatement is part of the rehabilitation. The invoices will be submitted to Richard Osborne, Project Administrator, he or other **City** of Cartersville staff, will inspect the work to insure that the quality and the stated milestones have been met, sign the Form and forward to Julie Haigler, grant **administrator**. A check will be issue by the City of Cartersville once the funds are received by the Department of Community Affairs. This process can take up to 30 days after request is made.

4. TERMINATION OF THE AGREEMENT- NEWLY ELECTED COUNCIL

- 4.1 This Agreement expires as of December 31, 2013. However it is automatically renewed unless the **CITY** provides notice thirty days prior to the then termination date, for up to five (5) one (1) year terms. A newly elected City Council may terminate this Agreement upon thirty (30) days notice, if said notice is provided for within sixty (60) days of their taking office.

5. Intentionally Omitted.

6. **INDEMNIFICATION:** **Administrator** shall indemnify and hold **CITY**, its officers, agents and employees, harmless from any and all claims by others for damages which (1) arise out of any negligent act or omission of **Administrator** or any of **Administrator's** officers, employees, agents and subcontractors, or (2) arise from the performance of the services described herein, including, but not limited to damages sustained as a result of negligent actions or omission of the **Administrator**: bodily injury, sickness or disease of **Administrator's** employees, **CITY's**, officers, subcontractors, and agents; bodily injury, sickness and disease and death to any person other than **Administrator's** employees, including premises and operations liability and contractual liability; and property damage for third parties arising from premises liability and wrongful acts committed by the **Administrator** relating to said Project. The foregoing agreement to hold **CITY**, its officers, agents, and employees harmless shall not be limited to the limits of the liability insurance required under the provisions of Article 7.

7. **INSURANCE:**

A. Minimum Limits of Insurance - **Administrator** shall maintain during the life of this Agreement liability and property damage insurance which shall protect **Administrator** and **CITY** from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement. The limit of liability for such insurance shall be as follows:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Worker's compensation and **CITY's** liability insurance with limits as required by the Labor Code of the State of Georgia and **CITY** liability limits of \$10,000 per accident.

B. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to **CITY** and accepted by **CITY**. At **CITY's** option, **Administrator** shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

C. Other Insurance Provisions - The policy or policies for comprehensive general liability and automobile bodily injury and property damage insurance are to contain, or be endorsed to contain, the following provisions:

1. **CITY**, its officers, officials, employees and volunteers are to be covered as insureds as respects: products and completed operations of **Administrator**. The coverage shall contain no special limitations on the scope of protection afforded to **CITY**, its officers, officials, employees, or volunteers. **CITY**, its officers, officials and employees shall be included as additional insureds. Nothing in this paragraph shall be construed to require the **Administrator** to provide liability insurance coverage to the **CITY** for claims asserted against the **CITY** for its sole negligence.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to **CITY**, its officers, officials, employees or volunteers.

3. Coverage shall state that **Administrator's** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The general liability policy shall not include an exclusion for claims made by one insured against another.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to **CITY**.

5. Each insurance policy required by this clause shall contain waiver of subrogation clause.

6. Coverage for general liability and automobile liability and physical damage must include contractual liability coverage for services provided pursuant to this Agreement.

D. Acceptability of Insurers - Insurance is to be placed with insurers with a Bests' rating of no less than A.VIII, or acceptable to the **CITY**.

E. Verification of Coverage - **Administrator** shall furnish to **CITY** certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by **CITY** before work commences. **CITY** reserves the right to require **Administrator** to furnish details of insurance coverage at any time.

G. Insurance Certificates - The insurance certificates furnished by **Administrator** to **CITY** shall comply with the following requirements:

1. Notwithstanding provisions of O.C.G.A. Section 33-23-44, each insurance certificate must include the following affirmative statement: "Coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to **CITY** and to each other additional insured to whom a certificate of insurance has been issued."

2. Insurance certificate must show proper name and address of City of Cartersville: P.O. Box 1390, 1 North Erwin Street, Cartersville, Georgia 30120 and show **CITY** as additional insured.

3. The applicable insurance certificate must show coverage applies for contractual liability for **Administrator's** indemnity obligations under Article 6 hereof.

4. The applicable insurance certificate must show that the entire aggregate policy limits for general liability coverage will apply specifically for the Project.

5. Each insurance certificate for coverage over than Worker's Compensation Insurance must show that a waiver of rights of recovery against any of the insured's or the additional insured's is in effect.

6. Each insurance certificate must show coverage is underwritten with an insurance carrier who is rated A-VIII or better by A.M. Best.

7. Certificate for Worker's Compensation Insurance must show coverage includes **Administrator's** executive officers, leased employees, temporary staff and part-time employees.

9. SUBCONTRACTS: **Administrator** shall, not without prior written consent of **CITY**, be entitled, to the extent determined appropriate by **Administrator**, to subcontract any portion of the work to be performed under this Agreement. **Administrator** shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by **CITY**. Subcontractors must comply with the same insurance requirements as the **Administrator**.

10. IMMIGRATION REFORM COMPLIANCE REQUIREMENT: During the entire duration of this Agreement, **Administrator** and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

11. SUSPENSION OF WORK: **CITY** may suspend, in writing, all or a portion of the work under this Agreement. **Administrator** may request that the work be suspended by notifying **CITY**, in writing, of circumstances that are interfering with the normal progress of work. **Administrator** may suspend work on Project in the event **CITY** does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, the terms of this Agreement are subject to re-negotiation, and both parties are granted the option to terminate work on the suspended portion of Project in accordance with Article 9.

XII. TERMINATION OF WORK: **CITY** may terminate all or a portion of the work covered by this agreement for its convenience at any time. **CITY** or **Administrator** may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing 30 days prior written notice to the other by certified mail with receipt for delivery returned to the sender.

In the event of termination, **Administrator** shall perform such additional work as is necessary for the orderly cessation or closing of Project. The time spent on such additional work shall not exceed 5 percent of the time expended on Project prior to the effective date of termination. **Administrator** shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.

13. WARRANTY. **Administrator** warrants to **CITY** that all construction and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of the Agreement documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

If within one year after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to be not in accordance with the requirements of the Agreement Documents, the Agreement shall correct it promptly after receipt of written notice from the **CITY** to do so unless the **CITY** has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Agreement and termination of the Agreement. The **CITY** shall give such notice promptly after discovery of the condition.

14. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, **Administrator** agrees as follows: (1) **Administrator** will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) **Administrator** will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) **Administrator** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

15. AUDITS AND INSPECTORS: At any time during normal business hours and as often as **CITY** may deem necessary, the **Administrator** shall make available to **CITY** and/or representatives of **CITY's** for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **CITY** and/or representatives to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Administrator shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by **CITY** or any reviewing agencies, and **Administrator** agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

16. INDEPENDENT CONTRACTOR: **Administrator** 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 **Administrator** or any of its agents or employees to be the agent, employee, or representative of **CITY**.

17. ASSIGNMENT: This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by **CITY** or **Administrator** without prior written consent of the other.

18. INTEGRATION: This Agreement represents the entire understanding of **CITY** and **Administrator** as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

19. JURISDICTION: This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. Venue for any litigation shall be in Bartow County, Georgia. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

20. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY

Planning and Development Director
City of Cartersville
P.O. Box 1390, 1 North Erwin Street
Cartersville, GA 30120

Administrator

21. CAPTIONS: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

22. REFERENCES: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other genders, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

23. LEGAL PROCEEDINGS: In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

24. INTERPRETATION: Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

25. EXHIBITS: The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

26. AMENDMENT: This Agreement may only be modified or supplemented only by written agreement, approved by both parties hereto..

27. TIME OF ESSENCE: Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

ADMINISTRATOR

BY:

(Typed Name)

Title: _____

Date: _____

Attest:

By: _____
Secretary

AFFIX SEAL

CITY OF CARTERSVILLE

Attachment number 1 \nP

BY:

Matthew J. Santini

Signature

Title: Mayor

Date: _____

Attest:

By: _____
Connie Keeling, City Clerk

AFFIX SEAL

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.

RGIL 8604
EEV/Basic Pilot Program* User Identification Number

Rhonda Gilbert
BY: Authorized Officer or Agent
(Contractor Name)

2/14/13
Date

President
Title of Authorized Officer or Agent of Contractor

Rhonda Gilbert
Printed Name of Authorized Officer or Agent

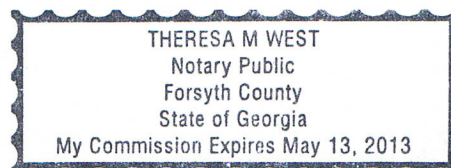
Rhonda Gilbert 2/14/13

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

14 DAY OF February, 2013

[Signature]
Notary Public

My Commission Expires:



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

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

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

Rhonda Gilbert

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

Gilbert + Associates, 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.

Rhonda Gilbert
Signature of Applicant:

2/14/13
Date

Rhonda Gilbert
Printed Name:

2/14/13

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

14 DAY OF February, 2013

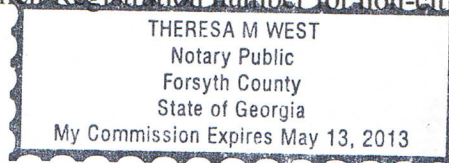
[Signature]

Notary Public

My Commission Expires:

*

Alien Registration number for non-citizens



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



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Cogsdale Annual Software Maintenance

SubCategory:	Contracts/Agreements
Department Name:	Finance
Department Summary Recommendation:	Since 1998, the city has used Cogsdale as our third party computer software provider. This includes customer service, utility billing, and the Microsoft Dynamics GP Software. Attached is the 2013 calendar year invoice for the maintenance from Cogsdale which covers the cost of software upgrades and corrections through out the calendar year. The 2013 invoice is almost \$4,100 less than the 2012 invoice. I recommend approval of the Cogsdale invoice in the amount of \$50,031.65.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item and will be charged to Software Maintenance account 570-3900-52-2330.
Legal:	
Associated Information:	E-Verify is on file.



Invoice
Date
Page

MN0000891
12/20/2012
1 of 1

Please remit to:
62117 Collection Center Drive
Chicago, IL 60693-0621

Bill To
Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

Ship To
Cartersville, City of P.O. Box 1390 Cartersville, GA 30120-1390 USA

Purchase order No	Customer ID	Salesperson ID	Shipping Method	Payment Terms
	CART01	CAWLEYR	LOCAL DELIVERY	Net 30

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Prorated Maintenance for the period Feb-16-13 to Dec-31-13	US\$0.00	US\$0.00
1.00	MAINT	CSM	US\$19,250.00	US\$19,250.00
1.00	MAINT	Customer Web	US\$4,375.00	US\$4,375.00
1.00	MAINT	Microsoft Dynamics GP Software	US\$26,035.00	US\$26,035.00
1.00	MAINT	Greenshades	US\$371.65	US\$371.65
Excludes state, local and federal taxes. These are due and payable by the customer where applicable. Invoice questions? Please call 613-226-5511 ext 2502 OR e-mail mrussell@harriscomputer.com			Subtotal	US\$50,031.65
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$50,031.65

Item # 9



City of Cartersville

City Council Meeting

2/21/2013 7:00:00 PM

GMA Telecommunication Management Service Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The city has an annual agreement with Georgia Municipal Association for Telecommunication Management Services. These services provide the city with assistance on our cable franchise agreement and telephone services agreement. The annual cost is \$5,000 and I recommend approval of this expenditure.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	Everify item is attached.

EXHIBIT A

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 the City of Cartersville has registered with and is participating in a federal work authorization program or 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 the 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 a 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.

EEV / Basic Pilot Program User Identification Number:

69371

BY, Authorized Officer or Agent of GMA:

D. Lamar Norton

Title of Authorized Officer or Agent of GMA:

Executive Director

Printed Name of Authorized Officer or Agent:

D. Lamar Norton

Date: 2/14/13

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

14th DAY OF February, 2013

Notary Public: *Matthew C. Williams*

Print Name: MATTHEW C. WILLIAMS

SEAL

My Commission Expires: 1/20/2015



City of Cartersville

City Council Meeting

2/21/2013 7:00:00 PM

Intergovernmental Agreement for Collection of Ad Valorem Taxes

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	With the change in Bartow County Commissioner and the Tax Commissioner, the new administration would like to update the intergovernmental agreement for collection of ad valorem taxes. The fee charged for the collection of city property taxes has not changed. I recommend approval of this intergovernmental agreement.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	

STATE OF GEORGIA
COUNTY OF BARTOW

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

This agreement made and entered into this the 1st day of January, 2013 by and between the CITY OF CARTERSVILLE, GEORGIA, hereinafter referred to as "The City", and BARTOW COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "The County", all hereinafter collectively referred to as "The Parties".

WITNESSETH:

WHEREAS, O.C.G.A. 48-5-359.1(a) provides that any county and any municipality wholly or partially located within such county may contract, subject to the approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the county governing authority and a municipality shall specify an amount to be paid by the municipality to the county, which amount will substantially approximate the cost to the county for providing the service to the municipality. Notwithstanding the provision of any other law, the tax commissioner is authorized to contract for and to accept, receive and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the tax commissioner by the county.

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, it is the intention of the Parties, that the laws of the State of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the Parties; and

WHEREAS, the County and City desire to enter into this agreement for the purpose of providing efficient tax assessment, tax billing and collection procedures in order to insure fair and accurate taxation for all citizens residing in the County and the City; and

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

WHEREAS, entering into this Agreement would be cost-effective to the City and beneficial to the taxpayers of the City. Said Agreement will result in less funds expended by the City for the purposes of preparing a tax digest, tax billing, tax collection, bookkeeping and record keeping; and

WHEREAS, entering into this Agreement will allow the City staff to be free to perform other needed task, thus allowing said staff to provide a greater level of service to the public.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and for other good and valuable considerations, the City and the County do hereby agree each with the other and contract as follows:

1. TERM

- (A) The term of this agreement shall continue for a period of not more than four (4) years and shall remain in effect until changed or rescinded by the City, the County or the Tax Commissioner.
- (B) This Agreement shall commence on January 1, 2013 and both parties hereby ratify all actions between January 1, 2013 and the date of final execution of this agreement. This agreement shall terminate on December 31, 2016.
- (C) Pursuant to state law, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate this Agreement not less than 120 dates prior to December 31, 2013 or any subsequent year in which the contract is in effect.
- (D) This Agreement supersedes all prior discussion and agreements between the City and the County.
- (E) This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed.

2. POWERS

During the Term of this agreement, the County, through the office of the Tax Commissioner shall:

- (1) Prepare the tax digest for the City.
- (2) Based upon the mill rate as fixed and determined by the governing body of the City of Cartersville, levy, assess and collect all taxes for the City in the same manner as taxes for Bartow County are levied, assessed and collected.
- (3) Apply and invoke any remedies, methods and procedures authorized and/or permitted by law for collection of City taxes.
- (4) Account for and remit to the City all taxes collected in a reasonable and timely manner after the date of collection.
- (5) Provide access to records of the Tax Commissioner to the City through its auditors for purposes of a yearly audit.
- (6) Accept from the City the transfer of the duty of receiving homestead exemption applications to the Tax Commissioner which duty shall be fulfilled in accordance with

the Provisions of the State Constitution and Laws and Local Legislation authorizing homestead exemption.

- (7) In the case of bankruptcy, the bankruptcy legal fees shall be divided on a pro-rated basis of the tax bill when the bill is more than three hundred dollars and the account is large enough to keep pursuing as decided by the tax commissioner, the county commissioner and the city manager.

3. COMPENSATION

In order to substantially reimburse County for the cost of providing the services set forth in Paragraph 2 hereof, the City shall pay to the county, through the office of the Tax Commissioner a sum of money equal to \$4.00 times each parcel of real estate and each bill of personalty for which a tax bill is issued by the Tax Commissioner. One-half of such funds (that is, \$2.00 per parcel) shall be remitted to the County and one-half (\$2.00 per parcel) to the Tax Commissioner as compensation for the collection of municipal taxes (pursuant to OCGA 48-5-359.1).

All payments required by the above paragraph shall be paid to the County and Tax Commissioner for the purposes of collecting 2013 city taxes and for each successive year in which the Agreement remains in force. The City shall pay the County and the Tax Commissioner within no more than thirty (30) days of the date of approval of the tax digest by the State Revenue Commissioner for the purposes of collecting 2013 city taxes and on each successive year in which the Contract remains in force.

In the event the compensation of the Tax Commissioner is adjusted upward from the current formula by Local Act of the General Assembly during the 2013 legislative session or any succeeding session, the compensation formerly payable to the Tax Commissioner shall be paid entirely to the County, in which case the County shall receive \$4.00 per parcel.

4. ENTIRE AGREEMENT

THIS AGREEMENT constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the parties. Either party may terminate this agreement upon 120 days written notice to the other party.

[Signatures on next page]

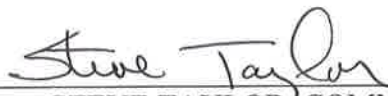
IN WITNESS WHEREOF, the Parties have caused their respective names and seals to be hereunto affixed on the day and year first above written.

CITY COUNCIL OF CARTERSVILLE, GEORGIA

BY: MATTHEW SANTINI, MAYOR

ATTEST: _____
City Clerk

BARTOW COUNTY, GEORGIA



BY: STEVE TAYLOR, COMMISSIONER

ATTEST: 
KATHY GILL, CLERK

APPROVED AND CONSENTED TO BY:
BARTOW COUNTY TAX COMMISSIONER



STEVE STEWART



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Georgia Highlands College - User Agreement

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	Cartersville Parks and Recreation Department and the Cartersville Flight Force booster club are hosting the “Cartersville Invitational”, a sanctioned USA Gymnastics Tumbling meet. Host site of this meet is Georgia Highlands College. Rental of this facility requires a signature on the “User's Agreement” which requires authorization from Cartersville City Council. I recommend acceptance of the User’s Agreement with Georgia Highlands College.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	Submitted to City Attorney
Associated Information:	Everify not required. They should have requested one from the City.

Policies and Procedures for the Use of Georgia Highlands College Facilities

The following policies and procedures are for the purpose of providing a clear statement with respect to the use of facilities at Georgia Highlands College. The policies and procedures provide guidance to those in charge of implementing them and should be applied in an impartial and consistent manner to all segments of the campus and outside constituents.

For the purposes of these policies and procedures, the facilities of Georgia Highlands College shall mean any and all portions of all buildings and structures, land, water, open spaces and air rights above such spaces whether such facilities are owned by the Board of Regents of the University System of Georgia or any other Georgia governmental agency or authority.

These policies and procedures shall be applicable to all faculty, staff and students of Georgia Highlands College. Part-time and special-term employees as well as students in special short courses and continuing education programs shall be similarly governed. In addition, persons who are not students or employees of the college while on institutional property are required to adhere to the standards of conduct applicable to students and employees of Georgia Highlands College and to abide by all pertinent policies and regulations of the college.

General Guidelines

1. Primary jurisdiction of all college facilities shall rest with the Office of the President. While the President may designate representatives to act in his/her behalf in the assignment and control of facilities, such delegation shall always remain subordinate to central administrative control.
2. The use of institutional facilities for scheduled academic instructional purposes shall take precedence over all other uses and will not be displaced without the written approval of the President or his/her authorized designee.
3. Georgia Highlands College recognizes its special relationship with those in the community. The college shall make reasonable effort to make its facilities and resources available to the community insofar as the primary requested use is consistent with the mission of the college.
4. Campus organizations recognized by Georgia Highlands College may use campus facilities on a space-available basis for regular meetings and other events related to the stated objectives and purpose of the organization. Dues and initiation fees may be collected during scheduled meetings, but admission may not be charged nor other funds solicited at such meetings or sponsored events unless specifically approved by the Office of Student Life.
5. When appropriate, organizations or individuals using institutional facilities may be required to provide proof of liability insurance coverage in an amount prescribed by the Vice President for Finance and Administration.

6. Institutional facilities shall not be used for the purpose of organizing, aiding, or carrying out, in any degree, any unlawful activity.
7. Campus facilities may not be used to raise funds for political purposes, to campaign for political candidates or issues, to promote or raise funds for any purpose which is not specifically approved by the President or his/her authorized designee.
8. Georgia Highlands College is a tobacco-free campus. Tobacco use of any kind is strictly prohibited.
9. The College retains the right to refuse reservations to organizations, groups, or individuals who have previously violated usage policies, or whose purpose violates any Board of Regents Policy or Georgia Highlands College Policy.
10. Approval must be received before publication of the event. Forms to reserve facilities may be obtained from the following:

Cartersville Campus- Glenda Law, (678) 872-8140, glaw@highlands.edu
11. Parking is permitted only in marked areas.
12. A maximum of one hour for rehearsal time, setup time, break-down and clean-up time are considered a part of the event and are included in the reservation request. No activities will commence before 7:30am.
13. Decorations/signs are the responsibility of the individual/organization and must be free standing or table type. They must not be attached to walls or the building by tape, nails, or any other means.
14. All events will close down at the scheduled time. There will be no exceptions.

Fees for the Use of College Facilities

1. The Vice President for Finance and Administration, in consultation with the President's Office, will establish a reasonable fee or fees for the use of college facilities. Payment of user fees shall be made directly to the college Business Office.
2. The college reserves the right to change their fees at any time during the year without prior written notice.
3. Individuals and/or organizations using the college's facilities are required to pay a usage fee, deposit, and any other required fee as prescribed by these guidelines.
4. The college reserves the right to waive such fees only under strict guidelines and only by the express written approval of the President or his/her designee.
5. Employees and retirees of the college are entitled to a 50% reduction to the base rental fee. All other fees and deposits must be paid in full by employees.

6. The following is the approved listing of usage fees for the approved rental space at Georgia Highlands College. These fees represent a daily rate rental for 9:00am-11:00pm which includes time for rehearsal, set-up, breakdown, and/or cleanup. Requests that exceed this designated time will be charged an extended hourly fee.

	<u>Usage Fee</u>	<u>Deposit</u>
a. Common Area	\$600	\$300
b. Banquet Hall (#102 A)	\$600	\$300
c. Banquet Hall (#102 B)	\$400	\$200
d. Banquet Hall (#102 A & B)	\$1,000	\$500
e. Classroom (seating 24-45)	\$200	\$100
f. Classroom-Lecture Hall	\$300	\$150
g. Conference room	\$150	\$75
h. Conference-video	\$300	\$150
i. Gym	\$2000	\$1000
j. Library	\$600	\$300
k. Terrace (3 rd floor)	\$350	\$175

7. In addition to the required usage fee, each individual/organization will be required to provide a deposit to secure the facility. This deposit is refundable only after the event has closed and a Georgia Highlands College representative has inspected the facility for damage and all post event checks have been completed. This process may take up to three weeks to complete.
8. The college also charges extra fees for extended hours, excessive cleanup, excessive set up, damage and destruction, use of audio/visual equipment.

Alcohol Policy when using College Facilities

1. The college has an educational and legal responsibility to provide a safe and supportive environment for teaching and learning. This responsibility includes ensuring that the availability and use of alcoholic beverages are carefully monitored and controlled.
2. By both state law and college policy, possession and consumption of alcoholic beverages are not allowed by individuals who are younger than 21 years of age.
3. Each organization is primarily responsible for the behavior of its members and guests whenever alcohol is being served. Each person is completely liable for all of his/her actions at all times regardless of his/her mental or physical state, even when altered by alcoholic beverages or drugs.
4. Possession and consumption of any alcoholic beverage by those 21 years old or older will be permitted only at special events expressly approved in writing by the President of the College or his/her designee. Proof of legal age must be presented upon request.
5. The college requires and will provide one post-certified safety officer for every 100 guests when alcohol is being served. The individual and/or organization will be charged a fee for this service.
6. At approved events where alcohol is to be present, an ample supply of non-alcoholic beverages and food must be made available to guests in the same time period as alcoholic beverages. The availability of food includes more than "chips and peanuts."

7. Invitation to approved events shall not promote the event by advertising the availability of alcohol or use insignias, labels, or logos of alcoholic beverage products in any invitation or other promotional material.
8. Self-service is not permitted. The college requires and will provide an approved bartender through our campus catering contract. The individual/organization will be required to pay for this service in advance to the campus catering vendor.
9. Alcoholic beverages may not be paid for by selling them at the approved event or charging at the door, as stated in the Georgia Code of Law.
10. All alcoholic beverages are to be provided by the individual/organization and must be transported in unopened, covered containers with no obvious markings and must at all times be under the supervision of the individual/organization sponsoring this approved event.
11. Alcoholic beverages shall not be provided to designated employees of Georgia Highlands College, caterers, bartenders, or safety officers.
12. Failure to follow any of the rules of alcohol use can result in any of the following: closure of the event; forfeiture of the individual/organizations deposit; and being barred from ever using Georgia Highland College facilities for a period to be determined by the President of his/her designee.

Client signifies that he/she has read all the rules related to use of alcohol. _____ Initial

Food

Georgia Highlands College has an exclusive catering agreement for all facilities on all campuses. If an individual/organization intends to serve any type of food, the individual/organization will be required to use the current catering vendor of the college.

Catering includes all food, dishes, serving utensils and equipment.

All financial obligations for catering will be the responsibility of the individual/organization and must be paid in accordance with the agreement with the private catering vendor.

Client signifies that he/she has read all the rules related to food. _____ Initial

Cameras and Audio/Visual Recording

The client has the right to use cameras or audio/visual recording equipment unless otherwise instructed by Georgia Highlands College.

Agreement to Terms and Conditions of Facility Usage

I, _____, have read and understand the General Rules and Governing Use of Georgia Highlands College Facilities. I recognize that any breach of these rules can lead to the closing of my event, forfeiture of my deposit, and disbarment from future facility usage.

Signature

Date

Item # 12
4

Internal Process for Routing Paperwork

All paperwork will begin with the Administrative Assistant at the campus you wish to reserve. Paperwork will then be routed to President or his/her designee for signature. The Administrative Assistant will then make a copy for Campus Safety (required), Information Technology (when applicable), and finally, the client.

Contract

STATE OF GEORGIA

COUNTY OF BARTOW

USER AGREEMENT

This agreement made and entered into this ____ day of _____, 20____ by and between the GEORGIA HIGHLANDS COLLEGE, 5441 Highway 20 NE, Cartersville, GA 30121 (hereinafter called "Owner") and _____ (hereinafter called "User").

WITNESSETH THAT:

WHEREAS, the User desires to temporarily occupy and utilize certain of Owner's hereinafter described properties and facilities; and

WHEREAS, Owner is willing to permit User to temporarily occupy and utilize said properties and facilities, but only upon the promises, covenants and agreements hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

PREMISES INVOLVED:

The premises covered by this temporary occupancy and use permit, or license, is Georgia Highlands College. Specific space to be used is _____

TIME OF USE:

The time during which the User shall be permitted to occupy, use and enjoy the above-described premises shall be between the following date(s) and time(s):

_____ *Date* _____ *Time*
(If our campus is closed due to inclement weather, your event will be canceled.)

CONSIDERATION:

In consideration of Owner's willingness for the User to occupy, use and enjoy the premises as above indicated, the User agrees to pay Owner the sum of \$ _____ (***\$00 USER FEE, \$00 CUSTODIAL FEE, \$00 EXTENDED HOURS FEE***).

SIGNED USER AGREEMENT IS DUE BY SPECIFIC DATE. Please return signed user agreement to: **Cartersville Campus:** Glenda Law Administrative Assistant, Georgia Highlands College, 5441 Highway 20 NE, Cartersville, GA 30121.

PAYMENT IS DUE BY SPECIFIC DATE. Please forward payment to:

Georgia Highlands College, Business Office, 5441 Hwy. 20 NE, Cartersville, GA 30121

IF SIGNED USER AGREEMENT AND PAYMENT ARE NOT RECEIVED BY SPECIFIED DUE DATES, SPACE WILL BE RELEASED.

A facility rental form, detailing the specific space, audio visual and technology requirements, set up diagram, and campus safety requirements must be signed and accompany this signed contract.

USE:

The permit given by these presents is for the purpose of _____ and none other.

NONASSIGNABILITY:

The permit, use and occupancy provided for hereunder shall not be assigned by User to any other corporation, association person or entity whatsoever.

DAMAGE, INDEMNIFICATION, AND INSURANCE:

In the event that the premises or any property therein are damaged by user, its agents, employees, patrons, guests or any person admitted to the premises by User, User shall pay to Owner upon demand such sum as shall be necessary to restore the premises and or equipment to their original condition together with the Owner's costs of collections to include reasonable attorney's fees.

User hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the Owner of and from any and all claims of any nature, including damage or loss of property, injury to persons (including death), or any other loss, demand, liability or expense caused by or in connection with this User Agreement.

Additional insurance coverage may be required for User by Owner at Owner's discretion.

ADVERTISING:

Individuals or organizations using institutional facilities under these provisions shall not use the name of Georgia Highlands College or the State of Georgia in advertising or in any other manner to state or imply such sanction or sponsorship.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed as of the day and year first above mentioned.

GEORGIA HIGHLANDS COLLEGE

By: Glenda Law Title: Administrative Assistant

USER: _____

5441 Hwy. 20, NE
Cartersville, GA 30120

**GEORGIA HIGHLANDS
COLLEGE
RESERVATION FORM**

PHONE: 678-872- 8140
FAX: 678-872-8068

Facility to be reserved: Gym + Lobby
 Event Client (Responsible Party): _____ I.D. Required _____
 Type of Event (Profit/Non-profit/Private): x _____
 Organization: _____
 Mailing Address: _____
 Phone No.: _____ Cell No.: _____ Fax No.: _____
 Date of Event: _____ Date of Reservation: _____
 Estimated Start Time: _____ Estimated End Time: _____
 Estimated Number of Participants: _____

Audio-visual Requirements:

Microphones	☐	☐	VCR	☐	☐	Projection Screen	☐	☐
	Yes	No		Yes	No		Yes	No
CD Player	☐	☐	TV Monitor	☐	☐	Power Point	☐	☐
	Yes	No		Yes	No		Yes	No

Technology Requirements:

LAN Access, 2 day notice	☐	☐	GHC Computer Equipment, 3 day notice	☐	☐
	Yes	No		Yes	No
Wireless Access, 2 day notice	☐	☐			
	Yes	No			

GHC Computer Equipment with Software, 2 week notice ☐ ☐
 Please Specify software * _____ Yes No

Room Set-up:

Number of Tables: Round: _____ Rectangular: _____

Number of Chairs: _____

Caterer: _____

Organizations and individuals using facilities are responsible for damages to facilities during their event. A copy of the General Rules Policy is furnished to the renter. Any violations of the policy may result in a fine up to \$500 subject to determination of facilities coordinator. Renter agrees to abide by the policies established by the college and furnished to the renter.

Renter: _____
 Signature _____ Date _____

College: _____

President: _____

* May involve additional fee



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Dellinger Pool Fencing

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Cartersville Parks and Recreation Department sent bids to three (3) local fence contractors and advertised the bid on city web site for the Dellinger Park Pool Fencing. The pool fencing is scheduled to be replaced with the planned pool renovation. Six(6) bids were returned for the project. Bid Tab sheet is attached. Cartersville Fencing Company was the low bidder with \$11,186.00 which includes material and installation and the removal of existing fence. Cartersville Fence does know that coordination with Dockery Group on the removal of existing fence and installation of new fencing is necessary. Cartersville Fence Company's bid meets specifications for material, Liability Insurance Certification and E-verify/SAVE affidavits are in hand. I recommend the low bid in the amount of \$11,186.00 from Cartersville Fence Co. This is a budgeted item in the pool renovation project.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from building and grounds maintenance.
Legal:	
Associated Information:	Everify and SAVE documents are attached.

Company	Bid A	12'	3.5'	4'	Price Per Linear Ft.	Bid B	Ins.	SAVE	Ref.
Maulding & Cook Fence Co Marietta GA	\$17,346.00	862.00	\$497.00	\$500.00	\$21.32	\$1,770.00	X	X	X
C & C Fence Company McDonough GA	\$16,599.00						X	X	X
Bartow Fence Company Cartersville GA	\$14,481.00						X	X	X
Chapman Fence Company Jefferson GA	\$10,101.59					\$4,900.00	X	X	X
All-Star Fence Company Atlanta GA	\$17,685.00	1000.00	\$400.00	\$425.00	\$22.00	\$1,320.00	X	X	X
Cartersville Fence Co. Cartersville Ga	\$10,400.18	705.60	\$235.13	\$235.13	\$13.65	\$768.00	X	X	X

City of Cartersville Georgia

Bid Package

Dellinger Park Pool Fencing

January, 2013

City of Cartersville, Georgia

Dellinger Park Pool Fencing

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City of Cartersville, Georgia

DELLINGER PARK POOL FENCING

REQUEST FOR BIDS

The City of Cartersville, Georgia invites your company to submit a bid on this Bid Package, titled: **Dellinger Park Pool Fencing**, as defined hereinafter.

All terms and provisions listed in the enclosed: "TABLE OF CONTENTS", "REQUEST FOR BIDS", "INSTRUCTIONS TO BIDDERS", "PROJECT SPECIFICATIONS" AND "PROPOSAL FORM" are integral parts of the Bid Package.

The City of Cartersville reserves the right to waive informalities in any Bid, to reject any or all Bids in whole or in part, to re-advertise, to negotiate particular segments of any or all bids and to take any action that it feels is in its best interest.

The proposal price will include the fencing and installation of chain-link fencing around Dellinger Park Pool and deck area at Dellinger Park; 100 Pine Grove Road, Cartersville GA 30120. Fencing material; posts, rails, chain link fence, gates and hardware to be installed at manufacturer's specifications. Cartersville Parks & Recreation Department will assist bidder when first laying out the fence lines. It is recommended that bidders view site prior to submitting bid.

INSTRUCTIONS TO BIDDERS

1. To be considered, bids must be in the possession of the City of Cartersville prior to the time of the Bid Closing. Bids may be mailed or delivered to the office of Greg Anderson, Director of Parks & Recreation, City of Cartersville, P O Box 1390, 100 Pine Grove Road, Cartersville GA 30120, in a sealed envelope clearly marked as to the item being bid and also marked with the time and date of Bid Closing. Regardless of the method the Bidder uses to deliver the bid, each Bidder shall be responsible for the bid being delivered on time; as the City of Cartersville assumes no responsibility for the same. Proposals offered or received after the time set for Bid Closing will not be considered.
2. No Bid may be withdrawn for a period of 60 days from the Bid Closing Date.
3. All Bids are to be submitted on the "Proposal Form" provided in this Bid Package, and signed by an authorized representative of the company placing the Bid. Two (2) complete sets of Bid Documents shall be furnished to each company or person interested in submitting a bid. One set of the Bid Documents, including the "Request for Bids", "Instructions to Bidders", "Work Scope", and "Proposal Form", all attached hereto, shall remain intact and returned as an integral part of the Bid. The second copy is the Bidder's file copy. Included with the Bid, the Bidder must submit material mill certifications from manufacturer clearly marked for proof that the material item(s) the Bidder proposes to provide will meet or exceed the requirements of the Technical Provisions.

INSTRUCTIONS TO BIDDERS - CONTINUED:

4. The City of Cartersville is exempt from Federal, State, and Local Taxes. Taxes incurred by the Contractor during this project shall be to the account of the Contractor.
5. Bidders shall not begin any work activity until such time as a Purchase Order has been issued from the City of Cartersville.
6. Bidder shall submit four – (4) references to similar size jobs contractor has completed in last two – (2) years. Include contact representative and contact information. See reference page.
6. Equal Employment Opportunity - As regards the execution of the Work Scope of this Bid Package, the Bidder/Contractor shall not discriminate against any employee or job applicant because of race, color, religion, sex, national origin, age, or physical handicap.
7. For additional information on this Bid Package and to view site, contact: Greg Anderson, Director of Parks & Recreation, City of Cartersville, Telephone Number (770) 607-6173.

BID CLOSING TIME

The Bid Closing time will be at 2:00 p.m. on Tuesday, February 12, 2013.

City of Cartersville, Georgia

DELLINGER PARK POOL FENCING

PROJECT SPECIFICATION

PURPOSE -

The Work Scope of this Technical Provision is to provide/install chain link fence, posts, and gates at Dellinger Park Pool. Installation must be completed on or before May 10, 2013 and/or in coordination with Dockery Group, LLC.

DEFINITION -

For all purposes and requirements of this document, the words “provide” and “provided” shall be defined as the requirement to furnish a service, or to furnish a product system, or facility in its entirety.

Note: Material Specifications are specifications for SS 40, domestic made per “Buy American”. If an alternate is proposed to be used all yield strength and bending movement must meet or exceed SS 40.

WORK SCOPE -

A. Installation Specifications – Installation of post, gates and chain link fence will meet manufacturer’s specifications and recommendations. All posts (line, corner, and gate) will be cemented with hole depth meeting required specifications according to post length. Cement placed in post hole will not extend to within three (3) inches of ground level, remainder of hole will be with dirt and tamped in. All fence lines will be level and be pulled with all fence on the inside of posts. After posts have been concreted, installer will wait a minimum of 48 hours before fence is installed. Bidder/Contractor will clean-up area after work completion and no holes will be left open after each day’s work. Bidder/Contractor must coordinate work schedule with Dockery Group, LLC and Cartersville Parks and Recreation.

B- Material Specifications –

1. Gate Post and Corner Post – Will be 4” SS-40 with heavy-duty hardware.
2. Line Post – Will be 2.5” SS-40 and will be set a maximum of 10’ apart.
3. Top Rail – Will be 1 5/8” SS-40 with malb. rail endings (pressed steel).
4. Truss Rod w/ bracing rail – Will be 1 5/8” SS-40 used on all terminal posts
5. Tension Wire – Will be 7-gauge commercial wire and will be pulled around all fencing and attached using hog rings.
6. Gates – Standard welded gate with specifications the same as fencing specifications. This fencing project will have one (1), 12’ wide double gate (with hold back assembly), two – (2), 3.5’ wide single gates, and one – (1) 4’ wide entrance gate w/ hardware.

Material Specifications - CONTINUED:

7. Fencing – Fabric will be minimum 9 gauge core-fused and bonded 8 gauge finished wire, chain link 2.0” diamond mesh and hot dipped galvanized before weaving (GAW). All fencing will have knuckle/knuckle ends. Fence height will be 6’.
8. Hardware – Will be heavy-duty hardware and with pressed steel caps for gate and corner posts and steel top rail loop caps for line posts. Fence ties will be no more than 24” apart.

Note: Material Specifications are specifications for SS 40, domestic made per “Buy American”. If an alternate is proposed to be used all yield strength and bending movement must meet or exceed SS 40.

Note: If color coated fencing is quoted on proposal sheet; coating will increase fence fabric to 8 gauge and a minimum .72 thickness of coating. Color coating must be “fused and bonded”; and will have additive in resin that will “core fuse” product to fencing and will apply to all posts, gates, and chain link mesh (2.0” mesh). Coating will be black in color Bidder/Contractor must submit mill certified specifications of product to be used.

C. Warranty –

Material and installation will warranted for a period of two (2) years from completed installation.

D. Work Completion –

Bid is expected to be award on Friday, February 22, 2013. Work must be completed by April/May 2013. Fencing installation

Note: Fencing installation must be coordinated with Dockery Group, LLC during April-May, 2013 2013 as Dellinger Park Pool and bathhouse is under renovation.

E. Certificate of Insurance –

Bidder must include certificate of insurance covering company and installers/contractors. City of Cartersville assumes no responsibility in workman’s compensation. The Contractor must provide Worker’s Compensation and General Liability certificates of insurance.

F. E-verify/SAVE Affidavits –

Completed/signed/notarized affidavits **must be** returned with bid or bid will not be considered. See page 10 – 13 of bid packet.

Immigration Reform Compliance Requirement. During the entire duration of this project contractor shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13- 10- 91 and § 50- 36- 1, as amended.

Note: It is recommended that all bidders view site prior to returning bid and talk with Nathan Dockery (770-632-7716 w/ Dockery Group.

-----END OF WORK SCOPE-----

City of Cartersville, Georgia

DELLINGER PARK POOL FENCING

PROPOSAL FORM

TO: Greg Anderson (Dellinger Pool Fence Bid)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE DELLINGER PARK POOL FENCING FOR MONETARY CONSIDERATIONS.

A. Lump Sum Bid Price for Work Scope items and specifications listed herein, to include: Fence material and installation for the Dellinger Park Pool Fencing.

\$ _____

BIDDER: _____ BY: _____

TITLE: _____ SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER: _____

Reference Page

NAME, ADDRESS, AND CONTACT INFORMATION OF FOUR – (4) SUCCESSFUL PROJECTS THE BIDDER HAS COMPLETED AS STIPULATED ON PAGE 4.

1. COMPANY: _____
CONTACT: _____
ADDRESS: _____
EMAIL: _____
PHONE: _____
2. COMPANY: _____
CONTACT: _____
ADDRESS: _____
EMAIL: _____
PHONE: _____
3. COMPANY: _____
CONTACT: _____
ADDRESS: _____
EMAIL: _____
PHONE: _____
4. COMPANY: _____
CONTACT: _____
ADDRESS: _____
EMAIL: _____
PHONE: _____

**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]

[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.

Signature of Applicant: Date

Printed Name: _____

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

* _____
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

EEV/Basic Pilot Program* User Identification Number

BY: _____
Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

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

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of City of Cartersville has registered with and is participating in federal work authorization program being* [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 subcontractor is using and will continues to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires:

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

City of Cartersville, Georgia

DELLINGER PARK POOL FENCING

REVISED PROPOSAL FORM

TO: Greg Anderson (Dellinger Pool Fence Bid)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE DELLINGER PARK POOL FENCING FOR MONETARY CONSIDERATIONS.

- A. Lump Sum Bid Price & Itemized Price Breakdown for Work Scope items and specifications listed herein, to include: Fence material and installation for the Dellinger Park Pool Fencing.

Total Lump Sum Material/Installation: Price: \$ 10,418.⁰⁰

1. 1 – 12' double-gate with hold back assembly: \$ 705.⁴⁵ per gate
 2. 2 – 3'6" single gates with hardware: \$ 235.¹³ per gate
 3. 1 – 4' single gate with hardware: \$ 235.¹³ per gate
 4. Approximately 620 linear feet of fencing
 Including posts, corner posts, railing, etc. \$ 13.65 per linear feet 6' fencing

- B. Lump Sum Bid Price for removal of approximately 660' existing fence/posts & concrete/gates/rails;

Total Lump Sum Removal Price: \$ 768.⁰⁰

BIDDER: Cartersville Fence Company BY: Danny R Heilman

TITLE: President SIGNATURE: [Signature]

ADDRESS: 405 Old Mill Road Cartersville, GA 30120

PHONE NUMBER: 770-382-1223

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.

CHEI7874

EEV/Basic Pilot Program* User Identification Number

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

2/12/13
Date

V-President
Title of Authorized Officer or Agent of Contractor

Camy J Holman
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

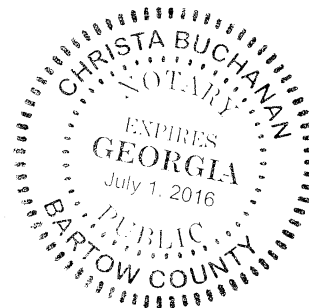
BEFORE ME ON THIS THE

12 DAY OF February, 2013

Christa Buchanan
Notary Public

My Commission Expires:

July 1, 2016



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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Danny R Heilman

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

Cartersville Fence Company

[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:

2/12/13
Date

Danny R. Heilman, President
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
12 DAY OF February, 20 13

* _____
Alien Registration number for non-citizens


Notary Public

My Commission Expires: 10/14/16

*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:

Reference Page

NAME, ADDRESS, AND CONTACT INFORMATION OF FOUR – (4) SUCCESSFUL PROJECTS THE BIDDER HAS COMPLETED AS STIPULATED ON PAGE 4.

1. COMPANY: Shaw Industries, Inc
 CONTACT: Brian Bresnahan
 ADDRESS: Mail Drop #026-45, PO Drawer 2128 Dalton, GA 30722-2128
 EMAIL: brian.bresnahan@shawinc.com
 PHONE: 770.382.5200

2. COMPANY: Cartersville School System
 CONTACT: James Surratt
 ADDRESS: 15 Nelson Street Cartersville, GA 30120
 EMAIL: jsurratt@cartersville.k12.ga.us
 PHONE: 770-387-7483

3. COMPANY: S+W Excavating + Grading
 CONTACT: Scott Patten
 ADDRESS: 112 Pat Joiner Blvd Byron, GA 31008
 EMAIL: scottpatten@windstream.net
 PHONE: 478-956-6969

4. COMPANY: Brasfield + Gorrie
 CONTACT: Matthew Smith
 ADDRESS: 1990 Vaughn Road, Suite 100 Kennesaw, GA 30144
 EMAIL: mattsmith@brasfieldgorrie.com
 PHONE: 678-581-6400

Cartersville Fence Company, Inc.

RE: Material Mill Certificates

Please be advised that the material included in our bid is the EXACT spec's requested in your project specifications (ss40 pipe and 9ga. Core-fused and bonded 8ga. Wire).

Mill Certificates will come directly from the manufacturer at the time the material is delivered to Cartersville Fence Company.

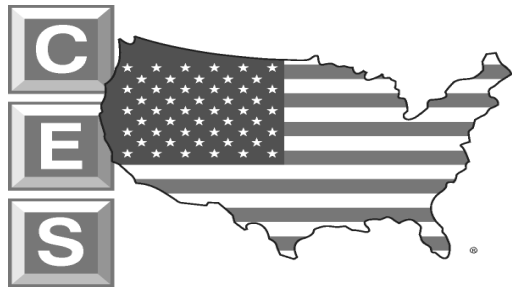


City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Electrical Material - Dellinger Park

SubCategory:	Bid Award/Purchases																
Department Name:	Parks and Recreation																
Department Summary Recommendation:	Pricing was solicited from three (3) local electrical supply companies for items and material to be used for the Dellinger Park Office and the new Dellinger Park Pool electrical upgrades. I recommend the low price from City Electric Supply Company for Group #1 which is for the electrical panels/disconnects/transformer/breakers in the amount of \$3,815.19 and for Group #3 which is for the different size wire, for \$1,661.46. E-verify affidavits are in-hand. This is budgeted items. <table><thead><tr><th>Company_</th><th>Group #1</th><th>Group #2</th><th>Group #3</th></tr></thead><tbody><tr><td>C & C Electric</td><td>\$4,017.75</td><td>\$280.93</td><td>\$1,900.29</td></tr><tr><td>City Electric Supply</td><td>\$3,815.19</td><td>\$292.89</td><td>\$1,661.46</td></tr><tr><td>Graybar Electric</td><td>\$4,651.00</td><td>\$243.08</td><td>\$1,692.69</td></tr></tbody></table>	Company_	Group #1	Group #2	Group #3	C & C Electric	\$4,017.75	\$280.93	\$1,900.29	City Electric Supply	\$3,815.19	\$292.89	\$1,661.46	Graybar Electric	\$4,651.00	\$243.08	\$1,692.69
Company_	Group #1	Group #2	Group #3														
C & C Electric	\$4,017.75	\$280.93	\$1,900.29														
City Electric Supply	\$3,815.19	\$292.89	\$1,661.46														
Graybar Electric	\$4,651.00	\$243.08	\$1,692.69														
City Manager's Remarks:	Your approval of this item is recommended.																
Financial/Budget Certification:	This is a budgeted item to be paid for with bond proceeds.																
	Cover Memo																
	Item # 14																

Legal:	
Associated Information:	



C.E.S. (Cartersville)
170 Wansley Dr., Unit A, Cartersville, GA,
30120.

Phone: 678-721-0334
Fax: 678-721-0308
Email: Cartersville0091@ces-us.net

QUOTATION

CAV/009939

Valid From: 12 Feb 2013
Valid Until: 14 Mar 2013

Page 1/1

CITY ELECTRIC SUPPLY
ZCARTERSVILLE CASH SALES

Delivery Details:
GROUP # 1 PRICING

Entered by: Roy Wiley
Sales Rep: Jamey Alexander

Account No.: 00919998000

Phone: 1

Fax: 0

Qty	Item	Description	\$ Price Per	\$ Goods
1	SIEMENS INDUS HF364NR	3P 600V 200A SFTY SW	492.00 E	492.00
3	EDISON ECSR200	600V RK5 TD FUSE	38.00 E	114.00
1	SIEMENS INDUS HF363NR	100A 3PH 600V 4W FUSED HD N3	385.00 1	385.00
3	EDISON ECSR100	600V RK5 TD FUSE	19.00 E	57.00
1	FPE S2T25E	25KVA 240/480 - 120/240	1128.50 E	1128.50
1	FPE WS-3	WEATHER SHIELD	45.00 1	45.00
1	SIEMENS INDUS HNF362	60A 3P 600V NO FUSE HD N1	103.00 1	103.00
1	P & S 7843	3P 3PH MAN MOTOR CONTRL 40A	71.00 E	71.00
1	NSI 78260TS	DPST ON/OFF/ON TOGGLE BAT SW	12.81 E	12.81
4	DP404120	40A 4P 120V DPA CONTACTOR	30.97 E	123.88
1	LOT PRICE	GEAR	1283.00 1	1283.00

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Roy Wiley

(QUOTE ONLY. NOT A RECEIPT) Goods Total: \$3815.19

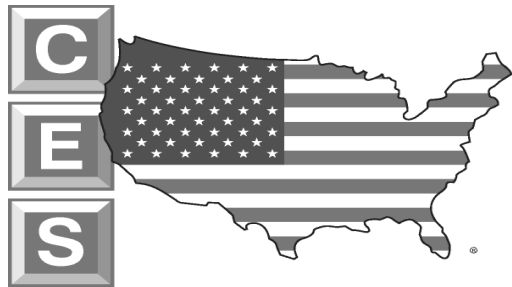
Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Item # 14

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.

E&OE



C.E.S. (Cartersville)
170 Wansley Dr., Unit A, Cartersville, GA,
30120.

Phone: 678-721-0334
Fax: 678-721-0308
Email: Cartersville0091@ces-us.net

QUOTATION

CAV/009927

Valid From: 11 Feb 2013
Valid Until: 13 Mar 2013

Page 1/1

CITY ELECTRIC SUPPLY
ZCARTERSVILLE CASH SALES

Delivery Details:
GROUP # 3

Entered by: Roy Wiley
Sales Rep: Jamey Alexander

Account No.: 00919998000
Order Number: CPRD

Phone: 1

Fax: 0

Qty	Item	Description	\$ Price Per	\$ Goods
210	THHN-2-STR-BLK-CU	THHN-2-BLK-19STR-CU	1100.00 1000	231.00
480	THHN-3/0-STR-BLK-CU	THHN-3/0-BLK-19STR-CU	2658.50 1000	1276.08
102	THHN-6-STR-BLK-CU	THHN-6-BLK-19STR-CU	450.00 1000	45.90
6	GR5/8X8CU	CU 5/8 X 8	11.00 E	66.00
60	THHN-4-STR-BLK-CU	THHN-4-BLK-19STR-CU	708.00 1000	42.48

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Roy Wiley

(QUOTE ONLY. NOT A RECEIPT) Goods Total: \$1661.46

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.

E&OE

Item # 14

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.

124618
EEV/Basic Pilot Program* User Identification Number

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

2/13/13
Date

City Electric Supply Company
Contractor/Entity Name

Payroll Clerk
Title of Authorized Officer or Agent of Contractor

2589 Oscar Johnson Dr. North Charleston, SC 29405
Contractor Address

Shaun Allega
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

13 DAY OF February, 2013

T. Sandusky

Notary Public
My Commission Expires 10-2015
T. Sandusky
Notary Public, South Carolina
Charleston County
My Commission Expires 10-2015

* 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).

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

Jamey Alexander

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

City Electric Supply, Inc.

[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.

Jamey Alexander
Signature of Applicant:

2-15-13
Date

Jamey Alexander
Printed Name:

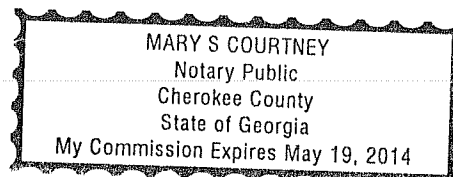
2-15-13

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
15 DAY OF February, 2013

Mary S. Courtney
Notary Public GEORGIA

My Commission Expires: 5/19/2014

* _____
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:

Dellinger Park Office/Pool Improvments Electrical Material Quote
Cartersville Parks and Recreation Department

Cartersville Parks and Recreation Department (CPRD) requests your company quote on materials for Dellinger Park Office/Pool Electrical Improvements listed below. Quotes, along with a completed "Contractor Affidavit and Agreement" must be returned by 10:00 am on Thursday February 14, 2013. Quote will include delivery to Dellinger Park; 100 Pine Grove Road; Cartersville GA 30120. CPRD reserves the right to reject any or all quotes (Group #1, #2, or #3) or take single group quote from different venders or what is in the best interest of the city. Delivery is expected 2-weeks after order has been placed. Quotes and Affidavit can be delivered to the Dellinger Park Office or Faxed to 770-387-5624. Questions, to Greg Anderson @ 770-607-6173

<u>Quantity</u>	<u>Item/Description</u>	<u>Type</u>	<u>Model #</u>
Group #1			
1	200-amp/600-volt/3-phase/3R/fused disconnect w/ 200-amp fuses	_____	_____
1	200-amp/480-volt/3-phase/4 wire/30 circuit/3R panel with main breaker	_____	_____
4	4-pole/40-amp contactors w/ 120 volt coils	_____	_____
1	Single pole on/off/on spring return switch	_____	_____
1	100-amp/600-volt/3-phase/3R/fused disconnect with 100-amp fuses	_____	_____
1	25-kva/480-volt primary - 120,240 volt secondary; single phase transformer with 3R shields	_____	_____
1	125-amp/480-volt/3-phase/4 wire/18 circuit indoor panel with main lugs only	_____	_____
1	50-amp/2 pole breaker for 125-amp/480-volt panel	_____	_____
1	40-amp/3 pole breaker for 125-amp/480-volt panel	_____	_____
1	20-amp/3 pole breaker for 125-amp/480-volt panel	_____	_____
1	60-amp/600-volt/3-phase/NEMA 1/non-fused disconnect	_____	_____
1	100-amp/120-240 volt/single phase/32 circuit indoor panel with 100-amp main breaker	_____	_____
1	3-pole/480-volt motor rated switch (for exhaust fan)	_____	_____
Total Cost for Group #1		_____	_____

Group #2

110'	2-1/2" PVC conduit	_____	_____
80'	1-1/2" PVC conduit	_____	_____
2	1-1/2" PVC 90° elbow	_____	_____
60'	2" PVC conduit	_____	_____
4	2" PVC 90° elbow	_____	_____
2	2" PVC LB	_____	_____
1	12" x 12" x 6" weather proof box	_____	_____
100'	1/2" EMT	_____	_____

Total Cost for Group #2

Group #3

210'	#2 THHN copper	_____	_____
480'	#3/0 THHN copper	_____	_____
102'	#6 THHN copper	_____	_____
6	8' copper ground rods	_____	_____
60'	#4 THHN copper	_____	_____

Total Cost for Group #3

Company: _____

Company
Representative: _____

Phone: _____

Email: _____

Date: _____



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Recycling Containers

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	The Public Works Department solicited three price quotations for 200 recycling containers and received two quotes back. Otto-USA bid \$37.00each and Consolidated Disposal Bid \$42.95 ea. We recommend the low bid from Otto-USA for \$37.00 each. This totals \$7,400.00 plus \$650.00 freight totaling 8,050.00.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	These are budgeted items and are well under budget.
Legal:	
Associated Information:	

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.

51888

EEV/Basic Pilot Program* User Identification Number

BY: Aiane M. Harrington
Authorized Officer or Agent
(Contractor Name)

February 7, 2013

Date

Otto Environmental Systems (NC), LLC
Contractor/Entity Name

HR Director
Title of Authorized Officer or Agent of Contractor

12700 General Drive, Charlotte, NC 28273
Contractor Address

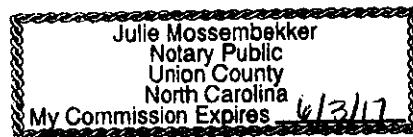
Diane Harrington
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

7 DAY OF February, 2013

Julie Mossembekker
Notary Public
My Commission Expires:

6/3/17



* 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

Diane Harrington

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

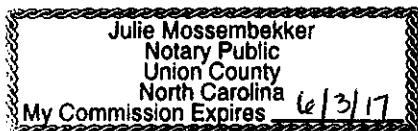
Otto Environmental Systems (NC), LLC

[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.



Diane M. Harrington February 7, 2013
Signature of Applicant: Date

Diane Harrington
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
 7 DAY OF February, 2013

*
Alien Registration number for non-citizens

Julie Mossembekker
Notary Public
My Commission Expires: 6/3/17

*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
2/21/2013 7:00:00 PM
Warning Sirens Repair

SubCategory:	Bid Award/Purchases
Department Name:	Fire Department
Department Summary Recommendation:	In an effort to insure that all of the City of Cartersville warning sirens are properly functioning, we have found that there are 13 speaker drivers that are out and not working properly. These speakers are spread across five of the ten sirens and this does not allow our sirens to perform at an optimal level. The warning sirens here with Cartersville are approximately ten years old. The cost to make the needed repairs will be \$16537.72. The work will be performed by McCord Communications and they are a single source for the repair of our sirens, so no competitive bids are available. We respectfully request permission to perform this needed work. This will be paid for out of budgeted siren maintenance funds. All E-Verify and SAVE documents are on file as required.
City Manager's Remarks:	These repairs are budgeted and recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	E-Verify and SAVE documents are attached.

1508 Noble St.
Anniston, AL 36201

Customer CARTERSVILLE, CITY OF		Job ticket # 00355886
Customer Address	Make	PO #
P.O. BOX 1390	Model	Contract#/Type 14261 / TMA
	S/N	Date In 02/07/13
CARTERSVILLE GA 30120	Description	Date Complete
Phone# 770-387-5635	UNIT	BATCH # 00000200
	WORK AUTHORIZED BY X	PERSON AUTHORIZING WORK (PRINT)
Problem/Complaint/Resolution quote to replace 13 bad speaker drivers in 5 sirens (1008, 1010, 1009, 1002 + 1004) note that if estimate is declined, the \$673.62 still applies for originally diagnosing the problems -		

QTY	PART #	DESCRIPTION	SERIAL #	EACH	TOTAL
1.00	*LABOR	LABOR CHARGE		673.62	673.62
13.00	43-0264009-00	2900 SERIES SPEAKER DRIVE		700.70	9109.10
1.00	*LABOR	LABOR CHARGE		6755.00	6755.00

CUST RQSTD O.T. HOURS	CALL OUT HOURS	TRAVEL HOURS	TECH HRS.	TECH #	TOTAL HRS.	A	C		
								EQUIPMENT	0.00
								PARTS	9109.10
								TECH SVC	7428.62
								SUBTOTAL	
								TAX	0.00
								SHIPPING	0.00
								TOTAL	16537.72

ACTION TAKEN

TECHNICIAN SIGNATURE:

Service Center Is Not Responsible For Equipment Left Over 30 Days After Work Is Completed

Customer Drop-off Signature:

Customer Pickup Signature:

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

Daphne Wilson

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

McCord Communications

[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.

Daphne Wilson 2/7/2013
Signature of Applicant: Date

Daphne Wilson
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
7 DAY OF February 2013

Robbie Parker

Notary Public

My Commission Expires: 2-9-2013

*
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:

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.

128202
EEV/Basic Pilot Program* User Identification Number

Daphne Wilson
BY: Authorized Officer or Agent
(Contractor Name)

2-7-2013
Date

McCord Communications Controller
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

1508 Noble Street, Anniston, AL 36201
Contractor Address

Daphne Wilson
Printed Name of Authorized Officer or Agent

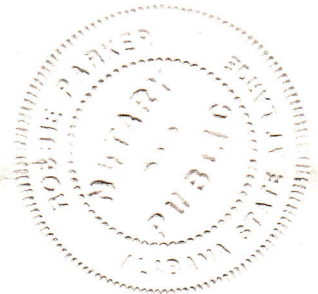
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

7th DAY OF February, 2013

Rokhu Parker
Notary Public

My Commission Expires:

2-9-2013



* 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
2/21/2013 7:00:00 PM
Municipal Court Asbestos Floor Tile Abatement**

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The city will be renovating the existing municipal court to increase the size of the courtroom. While discussing the renovations with the Georgia Department of Corrections, it was discovered that the floor tiles installed in the early 1970's contain asbestos. In order to be able to move forward and use the GA DOC for the renovations, the floor tile and mastic will have to be removed. Three qualified asbestos abatement vendors were contacted and asked to submit a proposal for the removal of the floor tiles. There currently are walls and the judge's bench that are built on top of the floor tiles that will have to be removed to dispose of all the floor tiles. Two vendors responded and submitted proposal for the removal of the floor tiles. Southern Environmental Services, Inc. submitted a price of \$5,610.00 which includes the EPD permitting, the asbestos removal, the removal of the walls and judge's bench, and the third party air quality testing. Environmental Holdings Group, LLC submitted a proposal of \$7,900.00 which included the EPD permitting, the asbestos removal, and the removal of two feet of the walls. They also contacted a third party for the air quality testing at an additional cost of \$1,300.00 for a total cost of \$9,200.00. I recommend Southern Environmental Services, Inc., the low bidder, by awarded the asbestos removal at the municipal court in the amount of \$5,610.00. All E-verify documents are on file.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is an unbudgeted item, but is needed to move forward with the renovations. It will be charged to building maintenance in the municipal court budget account 100-2650-52-2340.
Legal:	
Associated Information:	E-Verify documents are on file.



ASBESTOS & MOLD ABATEMENT, DEMOLITION & CONSTRUCTION SERVICES, IAQA CERTIFIED
MOLD INSPECTOR

TELEPHONE: 770-933-0005

FACSIMILE: 770-933-0028

January 30, 2013

Mr. Tom Rhinehart
Finance Director
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

RE: Proposal for Asbestos Abatement & Demolition Services
178 West Main Street, Carterville

Dear Mr. Rhinehart,

Southern Environmental Services, Inc. ("SESI") is pleased to present you with this proposal for asbestos abatement and demolition services for the building structure located at 178 West Main Street in Cartersville, GA. All abatement and decontamination work shall be accomplished in strict compliance with all current EPA, The Georgia Department of Natural Resources (EPD), and OSHA regulations governing these activities. All personnel and supervisors are trained, certified, and licensed to perform asbestos abatement work.

Scope of Services Asbestos Abatement:

1. Obtain an Asbestos Abatement & Demolition Notification from The Georgia Department of Natural Resources, Georgia EPD, Asbestos Licensing & Certification Unit, 4244 International Pkwy., Suite 104, Atlanta, GA 30354. Fees shall be paid by SES, Inc.
2. Material types, locations, and quantities for the above referenced project are as follows per the asbestos survey performed by Etowah Environmental Services dated December 6, 2012:

178 West Main St.

- Remove & dispose of ACM floor tile, mastic & carpet 2,100 SF
- 3rd party TEM clearance testing required

3. All waste material shall be collected and transported to Safeguard Landfill, an EPA certified Class 1 landfill permitted to accept asbestos containing waste. All waste disposal manifests shall be retained and submitted to your office with the project completion report.

Alternate #1: Scope of Services: Interior Demolition:

178 West Main St.

- Demo & remove 10' high partition walls (built on top of ACM tile) 95 LF
- Demo & remove judge's podium (14' x 6' w)
- Demo & remove 3' high railing 34 LF

Cost of Services:

1. Cost of services includes all labor, materials, insurance, taxes, permits, and fees necessary to complete the above referenced scope of services.

1. EPD Asbestos Notification Fee:	\$ 50.00
2. Asbestos Abatement	\$ 2,960.00
3. 3 rd Party Clearance Testing (TEM)	<u>\$ 1,050.00</u>
Project Total	\$ 4,060.00

Alternate 1. Demolition Services **\$ 1,550.00**

General Notes:

1. Work is to be completed Tuesday – Saturday, between 8am – 5pm
2. We shall obtain and post all required permits for the project.
3. All payments shall be net 30 days, past due payments subject to 1.8%/month finance fees
4. We make no representations as to the presence of hazardous materials

Please feel free to call if I may be of further service, (770) 933-0005 office, or (770) 933-0028 fax

Sincerely,



Thomas F. Wasson
President
tom.wasson@sesi.net

Item # 17

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.

2801027
EEV/Basic Pilot Program* User Identification Number

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

2/8/13
Date

Southern Environmental Services, Inc. President
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

1059 Triad Ct, Ste 12, Marietta, GA 30062
Contractor Address

Thomas F. Wasson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8th DAY OF February, 20 13

[Signature]
Notary Public

My Commission Expires:



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

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

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

Thomas F Wasson

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

Southern Environmental Services, 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.

Signature of Applicant:

Date

2/8/13

Printed Name:

Thomas F Wasson

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

8th DAY OF February, 2013

Notary Public

My Commission Expires:



*

Alien Registration number for non-citizens

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



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Heavy Duty Vehicle Lifts

SubCategory:	Bid Award/Purchases
Department Name:	Garage
Department Summary Recommendation:	Garage personnel are in need of heavy duty mobile vehicle lifts to allow them to work on city vehicles in a safe manner. Bids were issued for the purchase of heavy duty mobile vehicle lifts to be used by our Garage Department and eight bids were received. After evaluating all the bids and meeting with some existing users of this equipment, I recommend the purchase of six mobile vehicle lifts from Reliable Hydraulics in the amount of \$52,980.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item in the Garage Department and additional funds are available in our Workers Compensation safety fund.
Legal:	
Associated Information:	Everify and SAVE are attached.

Reliable Hydraulics, Inc.

Automotive Service Equipment

2600 South Cobb Drive
Smyrna, Ga. 30080
Tel: (770) 432-5410
Fax: (770) 432-3103

February 14, 2013

City of Cartersville
Cartersville, GA

Attn: Trott
btrott@cityofcartersville.org

Ref: Mobile Lifts

Automotive Equipment Proposal

<i>Qty.</i>	<i>Part No.</i>	<i>Description</i>	<i>Price Ea.</i>	<i>Price Ext.</i>
1 Set	MCH618W	Rotary mobile column lift wireless • 18,000lb. capacity each unit • 108,000lb. capacity total of six <6> units • no bulky power cords required • 24 volt battery powered with on board Minn Kota battery charger each unit • all wheels automatic retract under load. "NO NEED" for pallet jack style hand pumping to raise lifts to vehicles • delivery, set-up and personnel training at destination	\$8,300.00	\$49,800.00
4	RS1852	Rotary jack stands adjustable from 34.3" to 55.5"	\$570.00	\$2,280.00
1	WARRANTY	5 year extended parts warranty		\$900.00

TERMS: Per Contract

NOTE: SUBJECT TO STANDARD TERMS AND CONDITIONS

F.O.B. Destination

Submitted By: _____

David Echols

N:\Corel\Office7\Template\WPWin7\David E's Quotes\2013 Quotes\City of Cartersville - 2-14-13.wpd

Current vehicle lifts being used by city personnel.



HEAVY DUTY MOBILE COLUMN VEHICLE LIFTS

MACH4™

THE FASTER AND EASIER CHOICE
FOR YOUR MAINTENANCE FACILITY

MOBILE COLUMN LIFTS

Only Rotary Lift mobile column lifts offer the versatility and time savings features to keep your bays productive, your revenue streaming and your trucks back on the road.

Functionality, space consideration, improved productivity and concern for the environment are key components to consider when investing in a new heavy-duty lift.

Our designers and engineers have taken all these considerations and used them to develop the most innovative and versatile heavy-duty lift products on the market today.

All from a partner you've trusted since 1925.

Rotary Lift.

Fast and Easy:

Productivity is the key for any shop, so our lifts are packed with exclusive features that help your technicians get vehicles up on the lift and back on the road faster and easier than anyone else.

- Rotary's exclusive intuitive control console allows the lift to be fully programmed and controlled from any column
- Columns are battery operated so there are no power cords to clutter up the bay
- The automatic steering system saves time on every set up because there is no need to pump the jacks to move the columns in and out



Shown: MCH418U100
72,000 lbs. capacity

MACH4™

Shown: MCH618U100
108,000 lbs. capacity

**MADE IN THE USA****Environmentally Friendly:**

The Mach4 takes protecting the environment seriously.

- Portable and surface mounted, it requires no excavation or site preparation
- Battery operated with an onboard Minn Kota® charger - uses only 110v electricity to charge
- Optional high efficiency LED lighting saves electricity and money over comparable incandescent and fluorescent lighting

**Superior by Design:**

- Rotary maintains the largest in-house mechanical, electrical and controls engineering staff in the industry using state of the art design, modeling and analysis software to ensure you get a well designed, reliable product
- Rotary rigorously cycle tests its lifts and components for at least 20,000 cycles at rated load, giving you a robust, proven and quality tested lift that won't let you down

Third Party Certified:

The Mach4 lifts meets the ANSI/ALI ALCTV 2006 standard, including the required third party validation.



Item # 18

SAVE FORM
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

TERRY R STOOKEY

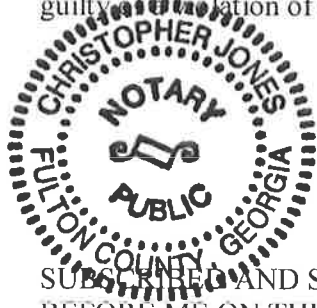
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

RELIABLE HYDRAULICS 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.



SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE
3rd DAY OF FEBRUARY, 2013

Notary Public

My Commission Expires:

Signature of Applicant:

Date

Printed Name:

*
 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:

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.

416723
EEV/Basic Pilot Program* User Identification Number

Reliable Hydraulics, Inc 2/8/13
BY: Authorized Officer or Agent Date
(Contractor Name)

Pam Stookley HR/AR Manager
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

2600 South Cobb Drive Smyrna Ga 30080
Contractor Address

Pam Stookley
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8th DAY OF February, 20 13

[Signature]
Notary Public
My Commission Expires:



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



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Freeport

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	To: Mayor and City Council cc: Sam Grove, City Manager From: E. Keith Lovell, Assistant City Attorney Date: February 13, 2013 Re: Freeport Resolution As you recall, the Council planned to increase the Freeport Resolution 20% a year to get to a 100% Freeport Tax exemption. This is the second resolution in this process to increase the exemption on all classes of eligible inventory and personal property from 40% to 60%. It is submitted for your consideration. EKL/src
City Manager's Remarks:	The Cartersville School Board Resolution was passed on February 11, 2013 and is attached.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO. _____

WHEREAS, currently the City of Cartersville, Georgia has approved an ad valorem exemption of 40% of all three classes of inventory described in the aforementioned provisions, namely:

- a. Inventory of goods in the process of manufacture or production which shall include all partly finished goods and raw materials held for direct use or consumption in the ordinary course of the taxpayer's manufacturing or production business in this State.
- b. Inventory of finished goods manufactured or produce in this State in the ordinary course of the taxpayer's manufacturing or production business when held by the original manufacturer or producer of such finished goods, and
- c. Inventory of finished goods which, on January 1, are stored in a warehouse, dock, or wharf, whether public or private, and which are destined for a shipment to a final destination outside this State and inventory of finished goods which are shipped into this State from outside this State and store for transshipment to a final destination outside this State.

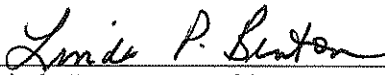
WHEREAS, the Mayor and City Council and the Cartersville School Board has determined that it will promote economic and industrial growth in the community to increase the Freeport exemption;

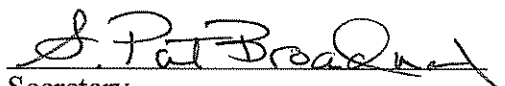
WHEREAS, the Cartersville School Board understands that currently the three classes of inventory described have an existing Freeport ad valorem taxation rate of forty percent (40%) and it shall be proposed that said exemption shall be increased to sixty percent (60%) as authorized by O.C.G.A. § 45-5-48.2 as indicated below:

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Cartersville School Board that it supports the Mayor and City Council increasing the Freeport ad valorem tax exemption from forty percent (40%) to sixty (60%) percent beginning January 1, 2014.

BE IT AND IT IS HEREBY RESOLVED.

This 11 day of February, 2013.


 Linda Benton, President
 Cartersville School Board


 Secretary

Resolution No.

WHEREAS, on Tuesday, June 17, 2003 pursuant to the provisions of O.C.G.A. §48-5-48.2, a referendum was held in the City of Cartersville, Georgia, known as the Freeport Referendum, regarding the exemption of certain property from ad valorem taxation as described in the aforementioned provisions; and

WHEREAS, the electors of the City of Cartersville, Georgia have approved in said Referendum the exemption of all three classes of inventory described in the aforementioned provisions, namely:

- a. Inventory of goods in the process of manufacture or production which shall include all partly finished goods and raw materials held for direct use or consumption in the ordinary course of the taxpayer's manufacturing or production business in this State.**
- b. Inventory of finished goods manufactured or produce in this State in the ordinary course of the taxpayer's manufacturing or production business when held by the original manufacturer or producer of such finished goods, and**
- c. Inventory of finished goods which, on January 1, are stored in a warehouse, dock, or wharf, whether public or private, and which are destined for a shipment to a final destination outside this State and inventory of finished goods which are shipped into this State from outside this State and store for transshipment to a final destination outside this State.**

WHEREAS, the governing authority of the City of Cartersville, Georgia wishes to implement the exemptions approved by the voters as hereinbefore described.

WHEREAS, by Resolution No. 23-03 dated July 17, 2003, the Mayor and Council resolved that all three classes of inventory described above be hereby exempt from ad valorem taxation at the rate of twenty (20%) percent of the value of said property as defined in O.C.G.A. §48-5-48.2, with said exemptions commencing January 1.

WHEREAS, by Resolution No. 05-12 dated February 15, 2012, the Mayor and Council resolved to increase for all three classes of inventory as described above are to be hereby exempt from ad valorem taxation at the rate of forty (40%) percent of the value of said property as defined in O.C.G.A. §48-5-48.2, with said exemptions commencing January 1.

NOW THEREFORE by it hereby resolved by the Mayor and City Council that commencing January 1, 2014, said ad valorem taxation for all three classes of inventory described above is to be increased twenty percent (20%) and is to be hereby exempt at the rate of sixty percent (60%) of the value of said property as

defined in O.C.G.A. § 48-5-48.2, with said exemptions commencing January 1, 2014; and the Mayor is further directed to immediately transmit a certified copy of this Resolution to the Georgia State Revenue Commissioner and the Bartow County Tax Commissioner.

BE IT AND IT IS HEREBY RESOLVED.

This the 21st day of February, 2013.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
Time Change for Civic Youth Day

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	This is an annual occurrence allowing the City Council to accommodate Civic Youth Day. This year Civic Youth Day is scheduled for March 21, 2013 so the time of the meeting is changed from 7 PM to 9 AM.
City Manager's Remarks:	Your approval of this change is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

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

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 21st day of March, 2013 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 21st day of March, 2013 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this February 21, 2013

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
2/21/2013 7:00:00 PM
December 2012

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the December 2012 financial report. Also attached is the supplemental financial information along with the cash position report. As a side note, several meetings ago it was mentioned that the impact fees that have been collected needed to be spent due to a time limit set on spending the impact fees. In the FY 2013 budget, there was \$110,000 appropriated to help pay for the cost of the fire trucks purchased in last year's budget and \$40,000 appropriated for the recreation department trail system currently being designed. The impact fees were first collected beginning January 1, 2007 and have a six year spending time limit. In order to spend the remaining amount of the collected impact fees in the given time limit, I will be transferring \$36,935.21 to the general fund. The breakdown for this is: an additional \$7,475.74 for the cost of the fire trucks purchased last year; an additional \$9,433.59 for the cost of the recreational trail system; and \$20,025.88 for administration fees. The remaining amount will be transferred as follows: \$85,694.34 into the SPLOST 2007 fund to offset the cost of the new police building; and \$31,039.18 to the SPLOST 2003 fund to offset the cost of the Douthit Ferry Road widening project that has been ongoing for several years. All of the above projects were approved in the original impact fee documentation and have been deemed qualified expenses for the use of the impact fees. The impact fee ordinance will be left in tact in the event that the Council wishes one day to start collecting the fees again. (See attached documentation for details).
City Manager's Remarks:	Tom R. will present this information to you at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

MONTHLY SUMMARY
As of December 31, 2012

T2 # wat

		FY 2011 - 12 MONTH OF December-11	FY 2012 - 13 MONTH OF December-12	FY 2011 - 12 Year to Date December-11	FY 2012 - 13 Year to Date December-12	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$3,037,106	\$1,499,386	\$12,592,701	\$11,541,646	51.84%
EXPENDITURE		\$3,050,090	\$1,474,781	\$12,340,278	\$11,552,784	51.89%
Gen. Fund Net Profit (Loss)		(\$12,984)	\$24,605	\$252,423	(\$11,138)	
WATER & SEWER						
REVENUE		\$986,766	\$977,466	\$6,785,555	\$6,927,298	33.45%
EXPENDITURE		\$1,142,508	\$931,573	\$5,978,212	\$6,708,512	32.39%
Wtr. & Swr. Fund Net Profit (Loss)		(\$155,742)	\$45,893	\$807,343	\$218,786	
GAS						
REVENUE		\$2,115,706	\$1,887,476	\$9,377,526	\$8,179,063	35.37%
EXPENDITURES		\$1,977,943	\$2,064,523	\$10,662,129	\$9,154,369	39.59%
Gas Fund Net Profit (Loss)		\$137,763	(\$177,047)	(\$1,284,603)	(\$975,306)	
ELECTRIC						
REVENUE		\$3,335,164	\$3,440,359	\$23,307,058	\$22,907,065	51.37%
EXPENDITURES		\$3,702,935	\$3,368,728	\$22,120,516	\$22,225,031	49.84%
Electric Fund Net Profit (Loss)		(\$367,771)	\$71,631	\$1,186,542	\$682,034	
STORMWATER						
REVENUE		\$101,006	\$107,265	\$609,254	\$632,728	47.82%
EXPENDITURE		\$81,847	\$64,708	\$538,085	\$772,000	58.35%
Stormwater Fund Net Profit (Loss)		\$19,159	\$42,557	\$71,169	(\$139,272)	
SOLID WASTE						
REVENUE		\$147,083	\$172,733	\$953,505	\$1,037,955	43.30%
EXPENDITURE		\$171,975	\$358,609	\$832,844	\$1,271,530	53.04%
Solid Waste Fund Net Profit (Loss)		(\$24,892)	(\$185,876)	\$120,661	(\$233,575)	
FIBER OPTICS						
REVENUE		\$127,599	\$135,830	\$787,773	\$805,527	49.26%
EXPENDITURE		\$136,356	\$108,181	\$598,350	\$711,615	43.51%
Fiber Fund Net Profit (Loss)		(\$8,757)	\$27,649	\$189,423	\$93,912	

				% of Monthly Totals to Budget
General Fund	Description	Through 12-31-12	FY 2013 Budget	
	Total Revenues	\$11,541,646	\$22,264,245	51.84%
	GO Bond Proceeds from School	\$921,625	\$1,147,975	80.28%
	Property Taxes-City Portion Only	\$1,149,982	\$1,274,730	90.21%
	Local Option Sales Tax (LOST)	\$2,013,052	\$4,077,475	49.37%
	Other Taxes	\$3,381,026	\$7,123,145	47.47%
	Building Permit & Inspection Fees	\$28,735	\$45,000	63.86%
	Fines and Forfeitures	\$390,923	\$779,000	50.18%
	Operating Transfers In-City Utilities	\$2,132,330	\$4,139,275	51.51%
	Other Revenues	\$1,523,973	\$3,677,645	41.44%
	Total Expenditures	\$11,552,785	\$22,264,245	51.89%
	Personnel Expenses	\$7,186,477	\$14,395,200	49.92%
	Operating Expenses	\$2,530,846	\$5,426,675	46.64%
	Capital Expenses	\$211,834	\$464,540	45.60%
	GO Bond Proceeds from School	\$921,625	\$1,147,975	80.28%
	Debt Pymt - JDA/CBA	\$474,153	\$374,155	126.73%
	Library Appropriations	\$227,850	\$455,700	50.00%
Water & Sewer Fund	Total Revenues	\$6,927,298	\$20,710,175	33.45%
	Water Sales	\$4,162,411	\$8,182,875	50.87%
	Sewer Sales	\$2,369,715	\$4,582,000	51.72%
	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	\$395,172	\$645,300	61.24%
	Total Expenditures	\$6,708,512	\$20,710,175	32.39%
	Personnel Expenses	\$1,476,765	\$3,065,725	48.17%
	Operating Expenses	\$1,426,398	\$3,104,175	45.95%
	Capital Expenses	\$593,002	\$8,236,000	7.20%
	Transfer To General Fund	\$1,397,027	\$2,734,650	51.09%
	Debt Payments	\$1,815,320	\$3,569,625	50.85%
Gas Fund	Total Revenues	\$8,179,063	\$23,123,195	35.37%
	Gas Sales	\$7,484,638	\$18,975,275	39.44%
	Gas Commodity Charge	\$558,988	\$1,245,000	44.90%
	Bond Proceeds	\$0	\$2,015,000	0.00%
	Proceeds from Capital Leases	\$0	\$227,920	0.00%
	Other Revenues	\$135,437	\$660,000	20.52%
	Total Expenses	\$9,154,369	\$23,123,195	39.59%
	Personnel Expenses	\$858,644	\$1,767,780	48.57%
	Operating Expenses	\$303,262	\$867,055	34.98%
	Purchase of Natural Gas	\$6,343,587	\$14,410,275	44.02%
	Transfer to General Fund	\$1,645,702	\$3,380,540	-7277.00%
	Capital Expenses	\$3,174	\$2,697,545	0.12%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 12-31-12	FY 2013 Budget	
	Total Revenues	\$22,907,065	\$44,591,295	51.37%
	Electric Sales	\$22,242,778	\$43,249,495	51.43%
	Other Revenues	\$664,287	\$1,341,800	49.51%
	Total Expenses	\$22,225,031	\$44,591,295	49.84%
	Personnel Expenses	\$1,055,695	\$2,054,725	51.38%
	Operating Expenses	\$666,048	\$1,292,730	51.52%
	Purchase of Electricity	\$19,240,939	\$37,929,700	50.73%
	Capital Expenses	\$109,661	\$1,069,270	10.26%
	Transfer to General Fund	\$1,152,688	\$2,244,870	51.35%
Stormwater Fund	Total Revenues	\$632,728	\$1,323,050	47.82%
	Stormwater Revenues	\$626,815	\$1,236,450	50.69%
	Other Revenues	\$5,913	\$11,600	50.97%
	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	\$772,000	\$1,323,050	58.35%
	Personnel Expenses	\$178,376	\$441,320	40.42%
	Operating Expenses	\$206,965	\$601,240	34.42%
	Capital Expenses	\$386,659	\$280,490	137.85%
Solid Waste Fund	Total Revenues	\$1,037,955	\$2,397,270	43.30%
	Refuse Collections Revenues	\$1,016,065	\$2,129,070	47.72%
	Other Revenues	\$21,890	\$43,200	50.67%
	Proceeds From Capital Leases	\$0	\$225,000	0.00%
	Total Expenses	\$1,271,530	\$2,397,270	53.04%
	Personnel Expenses	\$484,741	\$1,025,970	47.25%
	Operating Expenses	\$584,989	\$1,146,300	51.03%
	Capital Expenses	\$201,800	\$225,000	89.69%
Fiber Optics Fund	Total Revenues	\$805,527	\$1,635,335	49.26%
	Fiber Optics Revenues	\$732,781	\$1,482,665	49.42%
	GIS Revenues	\$48,100	\$102,000	47.16%
	Other Revenues	\$24,646	\$50,670	
	Total Expenses	\$711,615	\$1,635,335	43.51%
	Personnel Expenses	\$296,965	\$596,445	49.79%
	Operating Expenses	\$239,402	\$692,075	34.59%
	MEAG Telecom Statewide Pymt	\$117,024	\$278,980	0.00%
	Capital Expenses	\$58,224	\$67,835	85.83%

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							
Total Restricted Cash Balance							

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Cartersville, GA Annual Impact Fee Financial Report - Fiscal Year 2012

Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Admin-istration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2011	\$29,393.45	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$333,062.18
Impact Fees Collected (July 1, 2011 through June 30, 2012)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal: Fee Accounts	\$29,393.45	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$333,062.18
Interest Income July 1, 2011 through June 30, 2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	(\$29,393.45)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$29,393.45)
Impact Fee Fund Balance June 30, 2012	\$0.00	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$303,668.73
Impact Fees Encumbered	\$0.00	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18			\$283,642.85

Public Facility: Fire Protection								
Service Area: City-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
New Station 4 (7,000 sf)	2007	2008	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (15,000 sf)	2010	2011	\$2,625,000.00	3.3%	\$87,500.00	\$0.00	\$117,475.74	
Station 3 Relocation (7,000 sf)	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00		
New Station 5 (7,000 sf)	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	2007	2007	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2007	2007	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
			\$7,635,000.00		\$4,017,085.42	\$0.00	\$117,475.74	

Public Facility: Police Department
Service Area: City-wide

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Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Facility Space (8,400 sf)	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$0.00	\$85,694.34	
			\$1,470,000.00		\$1,460,950.20	\$0.00	\$85,694.34	

Public Facility: Parks & Recreation								
Service Area: City-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Future Park A (50 acres)	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (50 acres)	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
3 Track/Trails	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$0.00	\$49,433.59	start date tba
2 Tennis Courts	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
2 Playgrounds	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
			\$4,110,460.06		\$4,087,460.06	\$0.00	\$49,433.59	

Public Facility: Road Improvements								
Service Area: City-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Douthit Ferry (widening)	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$0.00	n/a	To be paid by Carter Grove through agreement
Terrell Drive (turn lane)	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00	\$31,039.18	
Center Road (widening)	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
			\$1,414,825.00		\$1,331,525.00	\$0.00	\$31,039.18	