



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 7/5/2012
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. June 21, 2012 (Pages 3-15)

[Attachments](#)

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

1. File AZ12-04: Annexation and zoning application by the City of Cartersville (donut hole initiative) for property owned by Womack Three, LLC and located at 5, 7, 9, 11 and 13 Corinth Road (5 unit apartment building on a 0.49 acre lot) from Bartow County jurisdiction to City MF-14 (Multi-family) (Page 16-28)

[Attachments](#)

2. File Z12-02: Rezoning application by Terry Tumlin (Gene Vance, representative) for properties located at 2 Dixie Avenue and 329 East Cherokee Avenue (two lots total 0.71 acres) from M-U (Multiple Use) to G-C (General Commercial) (Page 29-40)

[Attachments](#)

C. Appointments

1. Board of Zoning Appeals (Page 41)

[Attachments](#)

D. Certification

1. LOST Distribution (Page 42-45)

[Attachments](#)

E. Contracts/Agreements

1. Contract for Performing Services Fiscal Year 2012-2013 (Page 46-64)

[Attachments](#)

2. Lease Agreement for Cherokee Street Properties (Page 65-74)

[Attachments](#)

3. Adairsville High School Aquatic Center Facility Use (Page 75-77)

[Attachments](#)

4. USA Software, Inc. (Page 78-83)

[Attachments](#)

F. Bid Award/Purchases

1. Fuel Management System (Page 84)

[Attachments](#)

2. VHF Repeater for Radio System - Water/Sewer and Gas Department (Page 85)

[Attachments](#)

3. Water Treatment Plant Filter Control Air Compressor (Page 86-88)

[Attachments](#)

G. Monthly Financial Statement

1. April 2012 (Page 89-93)

[Attachments](#)



City of Cartersville

City Council Meeting
7/5/2012 7:00:00 PM
June 21, 2012

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Minutes for the June 21st City Council Meeting have been developed and reviewed by staff and are now recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 June 21, 2012
 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; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Lori Pruitt, Council Member Ward Six; Sam Grove, City Manager; Connie Keeling, City Clerk and David Archer, City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. June 7, 2012

A motion to approve the June 7, 2012 minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

B. Second Reading of Ordinances

1. Budget Ordinance for Fiscal Year 2012-13

Dan Porta, Assistant City Manager presented the Fiscal Year 2012 – 2013 Budget and stated that it is a balanced budget. The budget decreased from FY 2011-12 budget by \$12,623,255 (8%) and includes no salary adjustments, no city property tax increase, Cartersville School System funds, no increased staff, and a small increase in the water and sewer rate structure. Mr. Porta stated that the city has taken over the Business Improvement District Taxes, a new special revenue fund for this was created and it totals \$24,645. Mr. Porta stated that there have been no changes since the first reading and recommended approval of the FY 2012 – 2013 Budget.

A motion to approve FY2012 – 13 Budget Ordinance No.28-12 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

Ordinance

of the
City of Cartersville, Georgia

Ordinance No. 28-12

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2012 - 2013 budget.

2012 - 2013 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$39,151,915	
Expenditures:		
Legislative		\$19,520,370
Administration		\$ 1,007,410
Finance Dept.		\$ 1,088,640
Customer Service Dept.		\$ 700,585
Police		\$ 5,039,630
Fire		\$ 5,435,375
Municipal Court		\$ 81,370
Public Works		\$ 2,368,125
Recreation		\$ 3,165,460
Planning & Development		\$ 744,950
<u>Special Revenue Funds</u>		
SPLOST – 2003	\$ 2,860,000	\$ 2,860,000
SPLOST – 2007	\$ 6,815,000	\$ 6,815,000
DEA	\$ 218,460	\$ 218,460
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 405,000	\$ 405,000
Motor Vehicle Rental Tax	\$ 50,000	\$ 50,000
Grant Funds	\$ 36,800	\$ 36,800
Impact Fees	\$ 163,585	\$ 163,585
Business Improve Dist Tax	\$ 24,645	\$ 24,645
Development Fees	\$ 5,000	\$ 5,000
<u>Enterprise Funds</u>		
Fiber Optics	\$ 1,635,335	\$ 1,635,335
Electric	\$44,591,295	\$44,591,295
Gas	\$23,123,195	\$23,123,195
Solid Waste	\$ 2,397,270	\$ 2,397,270
Stormwater	\$ 1,323,050	\$ 1,323,050
Water & Sewer	\$20,710,175	\$16,263,215

Water Pollution Control Plant	\$ 2,254,970
Water Treatment Plant	\$ 2,191,990

Internal Service Fund

Garage	\$ 1,592,565	\$ 1,592,565
---------------	---------------------	---------------------

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 7th day of June 2012. First Reading.

ADOPTED this 21st day of June 2012. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. Amendment to Utilities Ordinance Regarding Water/Sewer Rates

Dan Porta, Assistant City Manager stated that in order to balance the FY 2013 Water and Sewer Fund budget a 5% proposed increase in water and sewer rates is needed. The increase will allow the City to continue to maintain the existing system as well as update the system by completing projects that are needed to fulfill the needs of existing customers along with any future needs of the water and sewer system. Mr. Porta stated that even with this small increase in rates, the City of Cartersville will remain one of the lowest water and sewer rates in the surrounding area. Without the proposed rate increase, the city water and sewer department will not be able to maintain the existing system, plan for any needed future expansion, or possibly be unable to make future bond payments. Mr. Porta stated that these rates will be effective July 1, 2012, there have been no changes since the first reading and recommended approval.

A motion to approve the amendment to water and sewer rates, Ordinance No. 29-12 was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 29-12

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

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

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 6.00	\$ 11.00
3/4" full flow	\$ 9.00	\$ 16.00
1"	\$ 14.00	\$ 26.00
1 ¼" or 1 ½"	\$ 28.00	\$ 48.00
2"	\$ 54.00	\$ 99.00
4"	\$101.00	\$185.00
6"	\$156.00	\$280.00
8"	\$200.00	\$387.00
Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 10 consumptions per month	\$1.32/100 cu. ft.	\$2.64/100 cu. ft.
(b) 11 – 14 consumptions per month	\$2.57/100 cu. ft.	\$3.24/100 cu. ft.
(c) 15 – 19 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(d) 20 + consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters		
	\$2.19/100 cu. ft.	\$3.23/100 cu. ft.
(iii) Irrigation System Meters		
	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(iv) Industrial and All Other Meters		
	\$1.32/100 cu. ft.	\$2.64/100 cu. ft.

(b.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 6.00	\$ 6.00
3/4" full flow	\$ 9.00	\$ 9.00
1"	\$ 14.00	\$ 14.00
1 ¼" or 1 ½"	\$ 28.00	\$ 28.00
2"	\$ 54.00	\$ 54.00
4"	\$101.00	\$101.00
6"	\$156.00	\$156.00
8"	\$200.00	\$200.00

Plus consumption	\$1.46/100 cu. ft.	\$2.92/100 cu. ft.
------------------	--------------------	--------------------

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 6.00	\$ 6.00
3/4" full flow	\$ 9.00	\$ 9.00
1"	\$ 14.00	\$ 14.00
1 ¼" or 1 ½"	\$ 28.00	\$ 28.00
2"	\$ 54.00	\$ 54.00
4"	\$101.00	\$101.00
6"	\$156.00	\$156.00
8"	\$200.00	\$200.00
Plus consumption	\$1.46/100 cu. ft.	\$2.92/100 cu. ft.

This Ordinance shall become effective on July 1, 2012.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 7th day of June 2012.

ADOPTED this the 21st day of June 2011. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie K. Keeling
City Clerk

C. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. File AZ12-04: Annexation and zoning application by the City of Cartersville (donut hole initiative) for property owned by Womack Three, LLC and located at 5, 7, 9, 11, and 13 Corinth Road (5 unit apartment building on 0.49 acre lot) from Bartow County jurisdiction to City MF-14 (Multi Family).

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested

that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract of land is located at 5, 7, 9, 11, and 13 Corinth Road off Rowland Springs Road. The lot includes a 5-unit apartment building constructed in approximately 1998. Mr. Mannino stated that this property is part of the City Annexation Initiative to incorporate “donut hole” tracts into the City Limits for improved public safety coverage. The applicants, working with City staff through the City Annexation Initiative, seek to be annexed for City schools and police protection. Mr. Mannino stated that the property would be zoned MF-14 (Multi Family Residential) and the planning commission recommended approval.

Mayor Santini opened the public hearing on the zoning. With no comments Mayor Santini closed the public hearing.

Mayor Santini opened the public hearing on the annexation. With no comments Mayor Santini closed the public hearing .

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. AZ12-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Womack Three LLC. Property is located 5 – 13 Corinth Road. Said property contains 0.49 acres located in the 4th District, 3rd Section, Land Lot(s) 314 and 335 as shown on the attached plat Exhibit “A”. Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 21st day of June 2012.
ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ Connie Keeling

Connie Keeling
City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. AZ12-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Womack Three LLC. Property is located 3-15 Corinth Road. Said property contains 0.49 acres located in the 4th District, 3rd Section, Land Lot(s) 314 and 335 as shown on the attached plat Exhibit "A". Property is hereby rezoned from Bartow County R-3 (Residential Mixed Use) to MF-14 (Multi Family Residential). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 21st day of June 2012.
ADOPTED this the day of. Second Reading.

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

ATTEST:

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

2. File Z12-02: Rezoning application by Terry Tumlin (Gene Vance, representative) for properties located at 2 Dixie Avenue and 329 East Cherokee Avenue (two lots total 0.71 acres) from M-U (Multiple Use) to G-C (General Commercial)

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located at 2 Dixie Avenue and 329 E. Cherokee Avenue. The Property at 2 Dixie Avenue includes a now-vacant structure previously used as a bank, build in approximately 1985.

Property at 329 E. Cherokee Avenue includes a former residence constructed in approximately 1950 that has been used as an office in recent years. Mr. Mannino stated the applicant seeks to rezone the property from M-U to G-C to allow for a greater variety of possible uses from the buildings and the Planning Commission has recommended approval.

Mayor Santini opened the public hearing on the zoning. With no comments Mayor Santini closed the public hearing.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. Z12-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Terry Tumlin. Property is located 2 Dixie Avenue and 329 E. Cherokee Avenue. Said property contains 0.71 acres located in the 4th District, 3rd Section, Land Lot(s) 456 - 457 as shown on the attached plat Exhibit "A". Property is hereby rezoned from Bartow M-U (Mixed Use) to G-C (General Commercial. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 21st day of June 2012.

ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

D. Other

1. Urban Redevelopment Plan Quarterly Report

Richard Osborne, City Planner presented information on the current residential and industrial revitalization activities in the City of Cartersville for the required quarterly report of the Urban Redevelopment Plan, adopted by Mayor and Council in 2010.

E. Appointments

1. Board of Zoning Appeals

Randy Mannino, Planning and Development Director stated that three positions on the Board of Zoning Appeals were to be appointed from Ward 2, Ward 6, and Mayors Choice. Mr. Mannino presented the reappointment of Lamar Pendley for the Mayor's Choice and the appointment of Hans Lutjens for Ward 2. A candidate for Ward 6 will be announced at a later date.

A motion to approve the appointments as presented was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

2. Cartersville-Bartow Library Board

Sam Grove, City Manager stated that the term of Bryan Canty on the Library Board expires on June 30, 2012. Mr. Grove recommended the appointment of Nikki Murphy as his replacement.

A motion to approve the appointment of Nikki Murphy was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

3. Airport Authority

Dan Porta, Assistant City Manager stated that the term of Hans Lutjens will expire on June 19, 2012 and he has expressed his desire to continue to serve, therefore Mr. Porta recommended his reappointment to the Airport Authority to expire on June 19, 2016.

A motion to approve the reappointment of Hans Lutjens was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

F. Contracts/Agreements

1. PT Solutions

Greg Anderson, Parks and Recreation Director stated that meetings have occurred between the City Staff and PT Solutions concerning pool time at the Senior Aquatic Center for the purpose of water therapy for their patients. Mr. Anderson stated that the agreement is for six (6) months and will benefit PT Solutions patients and generate revenue for the City and the time available will not interfere with CPRD hours. Mr. Anderson recommended approval.

A motion to approve the agreement with PT Solutions was made by Council Member

Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

2. DataRx Agreement for Pharmacy Claims Processing

Dan Porta, Assistant City Manager stated that currently city employees' prescriptions are processed through an agreement with our medical insurance carrier, United Health Care. After a meeting with representatives from DataRx, 13 months of data for actual filled prescriptions costs from city employees was compared and DataRx pricing showed that the city could save approximately \$10,000 per month over United Health Care. Mr. Porta stated that local pharmacists will not be impacted by the change in prescription processes. In order to move prescription services there is a fee of \$10.00 per employee per month (which includes fees to reproduce the insurance cards for city employees). Mr. Porta stated that overall this is still a significant annual savings to the City of approximately \$78,000.00 and recommended approval.

A motion to approve the agreement with DataRx subject to approval of the City Attorney was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

3. Property and Casualty Insurance Renewal with Travelers Insurance

Dan Porta, Assistant City Manager stated that the city is currently covered with Travelers Insurance for all of the property and casualty claims. The insurance broker has compared the City's current policy with several companies and has found that Travelers Insurance was providing the best coverage at a fair price. Mr. Porta stated that the current policy provides full replacement cost for any city building that is destroyed by a storm or other means. A review of the building values and based on the current material and labor costs a number of building values have increased. Travelers has recommended an increase of \$9.8 million in building value to bring the city building total to \$44.5. The increase in building values along with insurance claims and a general increase in premiums by Travelers has raised the insurance premium to \$359,940 and Mr. Porta recommended approval.

A motion to approve the agreement with Travelers Insurance was made by Council Member Stepp and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

G. Bid Award/Purchases

1. Manager Plus Fleet Maintenance Software Upgrade

Dan Porta, Assistant City Manager stated that the Garage Department currently uses Manager Plus Software to track the purchase and sale of fuel and vehicle parts. The current software version has been in use since 2006 and a new enterprise based version that will provide more reporting and tracking of city assets is available. The total cost of this software upgrade, including training, is \$7,723.73 and Mr. Porta recommended approval.

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

2. Electric Transformers

Don Hassebroke, Assistant Electric Superintendent stated that a used 2500kVA padmount transformer previously designated as a spare is no longer suitable and needs to be replaced due to leaks, age, and cost to retrofit. Large transformers are purchased based on the lowest Total Ownership Cost which includes the internal losses of the unit. Mr. Hassebroke stated that bids were solicited and recommended the bid for an ERMCO unit at an actual cost of \$30,081.00 and the lowest TOC in the amount of \$80,533.50 from GRESCO.

A motion to approve purchase of the ERMCO Transformer was made by Council Member Hodge and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

3. VHF Repeater for Radio System

Bobby Elliott, Public Works Director stated that in moving toward being “Narrow Band” compliant as required by the FCC by January 2013, it is necessary to upgrade the VHF repeater presently being utilized by the Public Works Department. Mr. Elliott stated that he has received a price quote from Coosa Valley Communications, Inc. in the amount of \$6,880.00 for the 100-watt repeater. This vendor is one of a couple that are used to maintain the Public Safety communications system of which the Public Works and Utilities use to communicate to personnel in the field. Mr. Elliott recommended this purchase.

A motion to approve the purchase from Coosa Valley Communications, Inc. was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

4. Civic Center Roof

Greg Anderson, Parks and Recreation Director stated that bids were solicited for the removal of the existing roof system and installation of a new roof system for the Cartersville Civic Center. A claim was filed with the city’s insurance due to hail damage and bid price will be covered, less the \$10,000 deductible. Mr. Anderson recommended the low bid from All Top Roofing in the amount of \$54,960.00.

A motion to approve the agreement with All Top Roofing was made by Council Member Pruitt and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

5. Gymnastic Equipment

Greg Anderson, Parks and Recreation Director stated that several mats and other pieces of equipment must be replaced for the gymnastics program. Mr. Anderson stated that because the gymnastic equipment is manufactured by AAI, this is a sole source bid as “The Equipment Guy” is the southeast distributor of AAI. Mr. Anderson stated that this purchase is being funded through a donation from the Cartersville Twister Booster Club and recommended this purchase

in the amount of \$10,175.00.

A motion to approve the acceptance of the donation from the booster club and purchase from The Equipment Guy was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

6. No Lead Brass Fittings for Distribution and Collections

Ed Mullinax, Assistant Water Superintendent stated that staff had solicited bids for no lead brass that are being required by the Federal Government. Mr. Mullinax stated that these fittings will refurbish inventory as it is depleted and recommended approval of the low bid from Kendall Municipal Supply in the amount of \$20,099.34.

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

7. One Ton Truck – Water Department

Ed Mullinax, Assistant Water Superintendent stated that bids were received for a one ton truck with a dump bed to replace a vehicle that was totaled in a wreck. Mr. Mullinax stated that this is not a budgeted item due to the accident and recommended the low bid from Wade Ford in the amount of \$31,998.00.

A motion to approve the purchase from Wade Ford was made by Council Member McDaniel and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

Mr. Mullinax expressed his condolences on behalf of the City to the family of James England; an employee of the Water Department who was killed in an auto accident on his way home from work.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

7/5/2012 7:00:00 PM

File AZ12-04: Annexation and zoning application by the City of Cartersville (donut hole initiative) for property owned by Womack Three LLC and located at 5, 7, 9, 11 and 13 Corinth Road (5 unit apartment building on a 0.49 acre lot) from Bartow County ju

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tract is located at 5, 7, 9, 11, and 13 Corinth Road off Rowland Springs Road. The lot includes a 5-unit apartment building constructed in approximately 1998. This property is part of the City Annexation Initiative to incorporate "donut hole" tracts into the City limits for improved public safety coverage. The applicants, working with City staff through the City Annexation Initiative, seek to be annexed for City schools and police protection. The property would, if annexed, be zoned MF-14 (Multi-family Residential). Planning Commission recommended approval.
City Manager's Remarks:	This annexation and re-zoning application is a continuation of the city's efforts to incorporate "donut hole" tracts into the city limits. The property would be zoned MF-14 and has been recommended for approval by the Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): **AZ12-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **City of Cartersville (Annexation Initiative)**

Representative: **None**

Property Owner: **Womack Three LLC (Ray Womack)**

Property Location: **5-13 Corinth Rd**

Access to the Property: **Corinth Rd, off Rowland Springs Rd**

Site Characteristics:

Tract Size: Acres: **0.49 acres** District: **4th** Section: **3rd** LL(S): **314, 335**

Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **County R-3 (Residential mixed-use)**

Proposed Zoning: **MF-14 (Multi-family Residential)**

Proposed Use: **Annex for City schools and City police protection**

Current Zoning of Adjacent Property:

North: **R-15 (Single-family Residential)**

South: **County R-3 (Residential mixed-use)**

East: **County R-3 (Residential mixed-use)**

West: **County R-3 (Residential mixed-use)**

The Future Development Plan designates the subject property as: **Regional Activity Center with recommended zoning districts G-C, O-C, P-D, RA-12, MF-14.**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

Bartow County government has also received information regarding the annexation request and finds no objection to the application. The property is currently zoned R-3 (Residential mixed-use) and is identified on the County's Future Land Use Map as Residential mixed-use.

The subject tract is located at 5, 7, 9, 11, and 13 Corinth Road off Rowland Springs Road. The lot includes a 5-unit apartment building constructed in approximately 1998. This property is part of the City Annexation Initiative to incorporate "donut hole" tracts into the City limits for improved public safety coverage. The applicants, working with City staff through the City Annexation Initiative, seek to be annexed for City schools and City police protection. The property would, if annexed, be zoned MF-14 (Multi-family Residential).

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed MF-14 zoning may permit a use that is suitable in view of the existing mix of single-family and multi-family residential development of adjacent properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed MF-14 zoning may not create an isolated district since there are adjacent and nearby properties that are zoned in a similar manner in the properties still located in unincorporated Bartow County.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The MF-14 zoning proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned in unincorporated Bartow County for residential mixed-use, the property may be appropriately zoned. As proposed in the City for MF-14 zoning, this proposal would be similar to the current county zoning and may be a reasonable economic use of the land.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The property is in conformity with the Future Development Map.

- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.

The MF-14 zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development/redevelopment.

- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Annexation of this property would fill in one of the properties that is part of a larger donut hole of unincorporated land that extends north adjacent to Rowland Springs Rd beginning near the intersection with MLK Jr Drive. For improved public safety service, it may be appropriate for this property to be in the City, and the MF-14 zoning is similar to the current zoning in Bartow County.

RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

ANNEXATION:

APPROVAL

ZONING:

APPROVAL

Check same and notarized signature **Application for Annexation/Zoning**

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

Annexation Initiative

Application Number AZ12-04
6-12 @ 6:00 pm
Hearing Date 6-21 @ 7:00 pm
7-5 @ 7:00 pm

Applicant City of Cartersville
(applicant's printed name)

Business Phone _____

Address _____

Home Phone _____

City _____

State _____

Zip _____

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

Business Phone 770-386-6060

Cell or Fax # SAME

Representative's signature [Signature]

Billy Womack
Applicant's signature

Signed, sealed and delivered in presence of:

Doreen M. Womack
Notary Public

rwomackinspect@aol.com

Notary Public, Bartow County, Georgia
My commission expires March 29, 2014

Titleholder Womack Three, LLC
(titleholder's printed name)

Business Phone 770-382-0859

Home Phone SAME

*attach additional notarized signatures as needed on separate application page

Address 23 CRESTWOOD RD.
CARTERSVILLE, GA.

Signature Billy Womack Billy Womack

Signed, sealed, delivered in presence of:

Doreen M. Womack
Notary Public

Notary Public, Bartow County, Georgia
My commission expires March 29, 2014

County Zoning District(s) County R-3

Proposed City Zoning District(s) MF-14

Acreage 0.99 ac Land Lot(s) 314, 335

District(s) 4 Section(s) 3

Location of Property 5-13 Corinth Rd
(street address, nearest intersections, etc)

Utility Providers: Water City

Gas City

Sewer City

Electric City

Reason for annexation: City schools and police protection
(attach additional statement as necessary)

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

5-unit apartment building constructed in 1998.

Planning Commission Recommendation:

Approved: _____

Conditions: _____

Disapproved: _____

Date: _____

City Council Decision:

Approved: _____

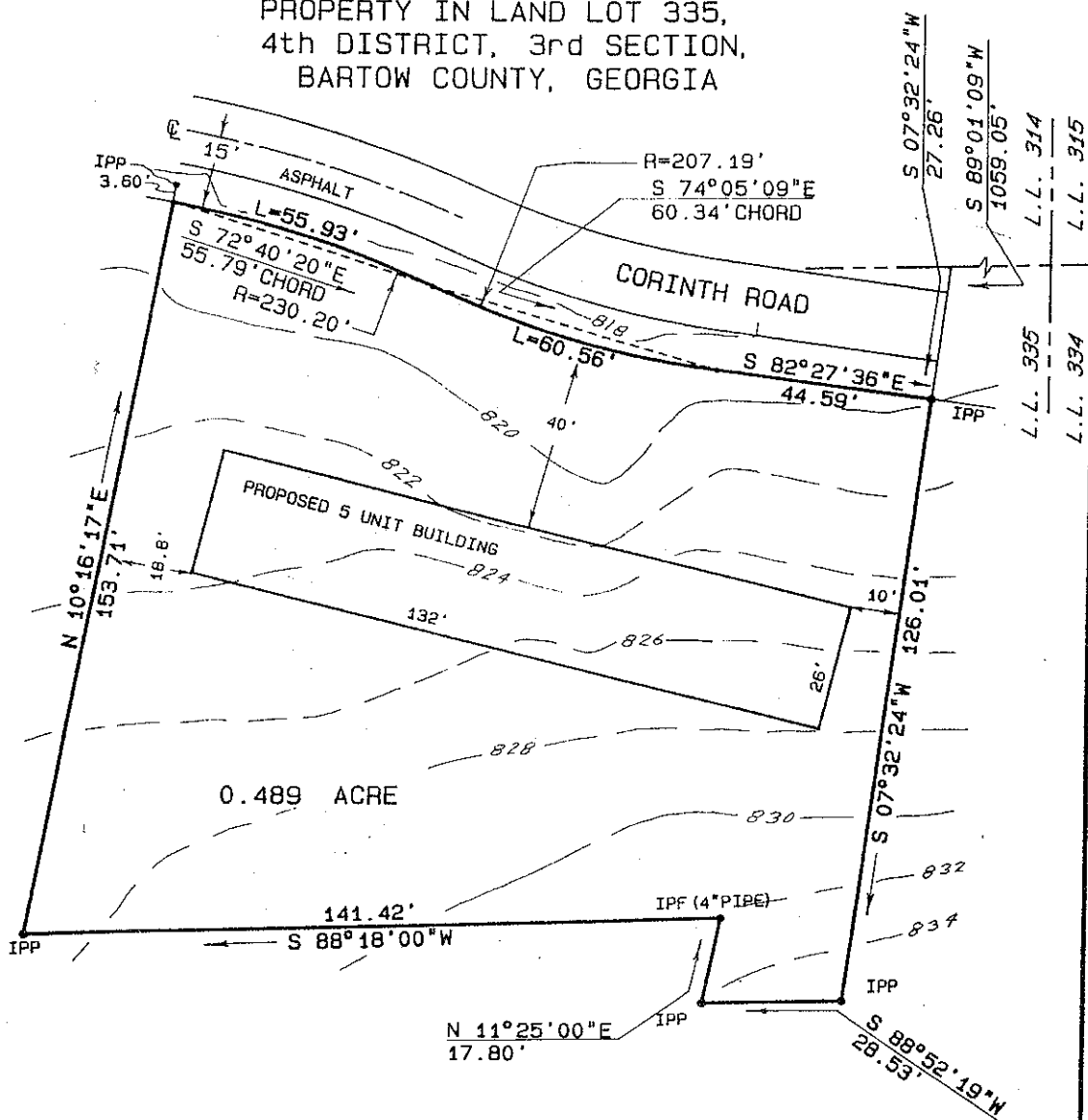
Conditions: _____

Disapproved: _____

Date: _____

Item # 2

SURVEY FOR
BILLY WOMACK
PROPERTY IN LAND LOT 335,
4th DISTRICT, 3rd SECTION,
BARTOW COUNTY, GEORGIA



A. c4290, p4290-2, n4594.1, s3477.0

NOTE: IRON PINS ARE (1/2" RE-BAR)
EXCEPT AS SHOWN.

FLOOD INSURANCE RATE MAP 13015C0087 F
DATED SEPT. 29, 1989 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.

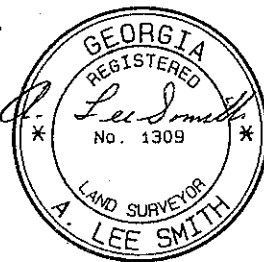
FIELD TRAVERSE:

CLOSURE; ONE FOOT IN 20,000 FEET
USING A LIETZ SET 4.
ANGULAR ERROR; 0°00'06" PER ANGLE
POINT USING A LIETZ SET 4.
ADJUSTED; USING THE COMPASS RULE.

SMITH & SMITH LAND SURVEYORS, P.C.
SURVEYORS & ENGINEERS
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1309

R/W — RIGHT OF WAY	R — RADIUS
IPP — IRON PIN PLACED	— X — FENCE
IPF — IRON PIN FOUND	— — — LAND LOT LINE
CM — CONCRETE MARKER	— C — CENTER LINE
CH — CHORD	— W — POWER LINE
L — LENGTH OF CURVE	

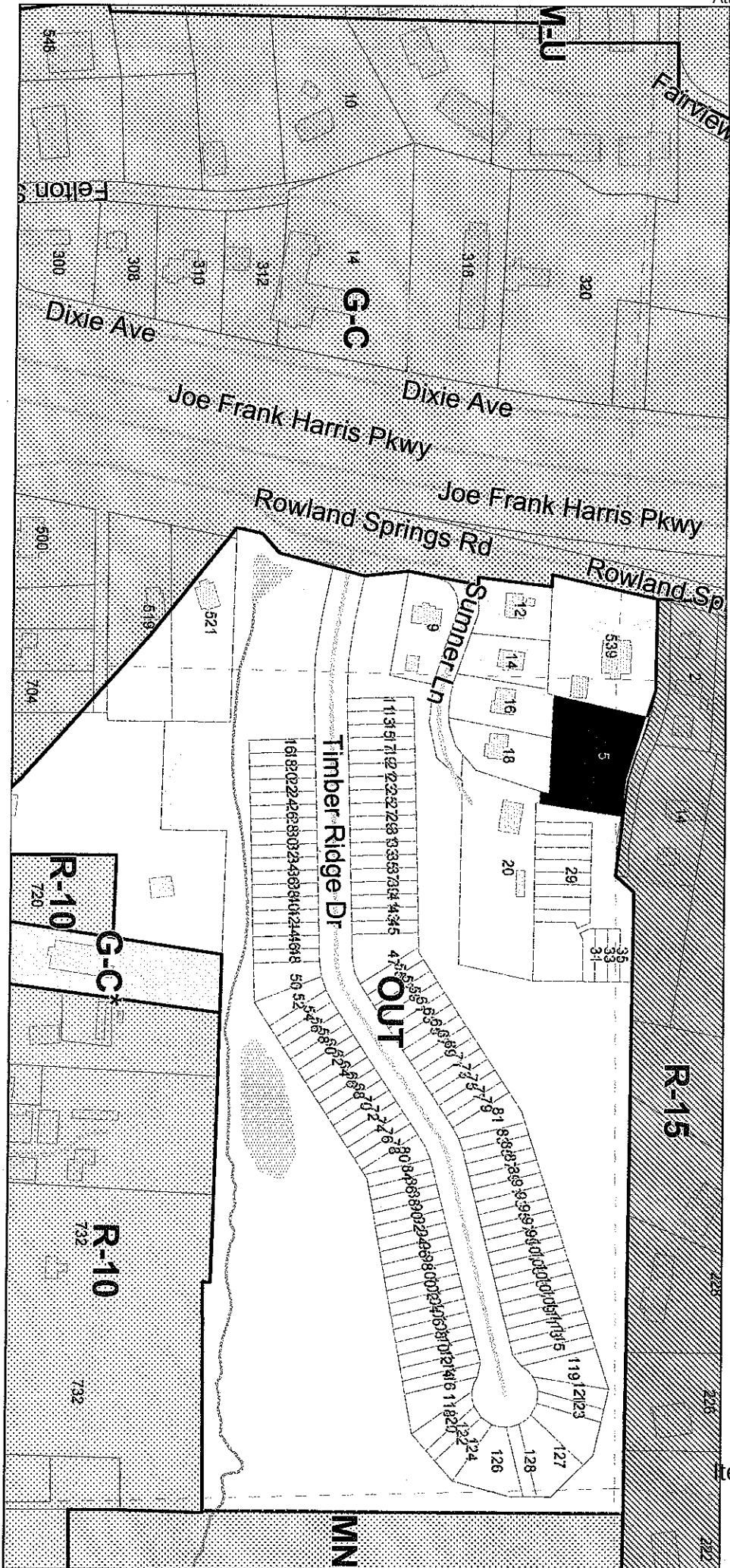


PLAT CLOSURE;
ONE FOOT IN
100,000 FEET.
SEPTEMBER 12, 1997

0 6' 30'
3' 15' 45'
SCALE 1"=30'
FILE 4290-2

Item # 2

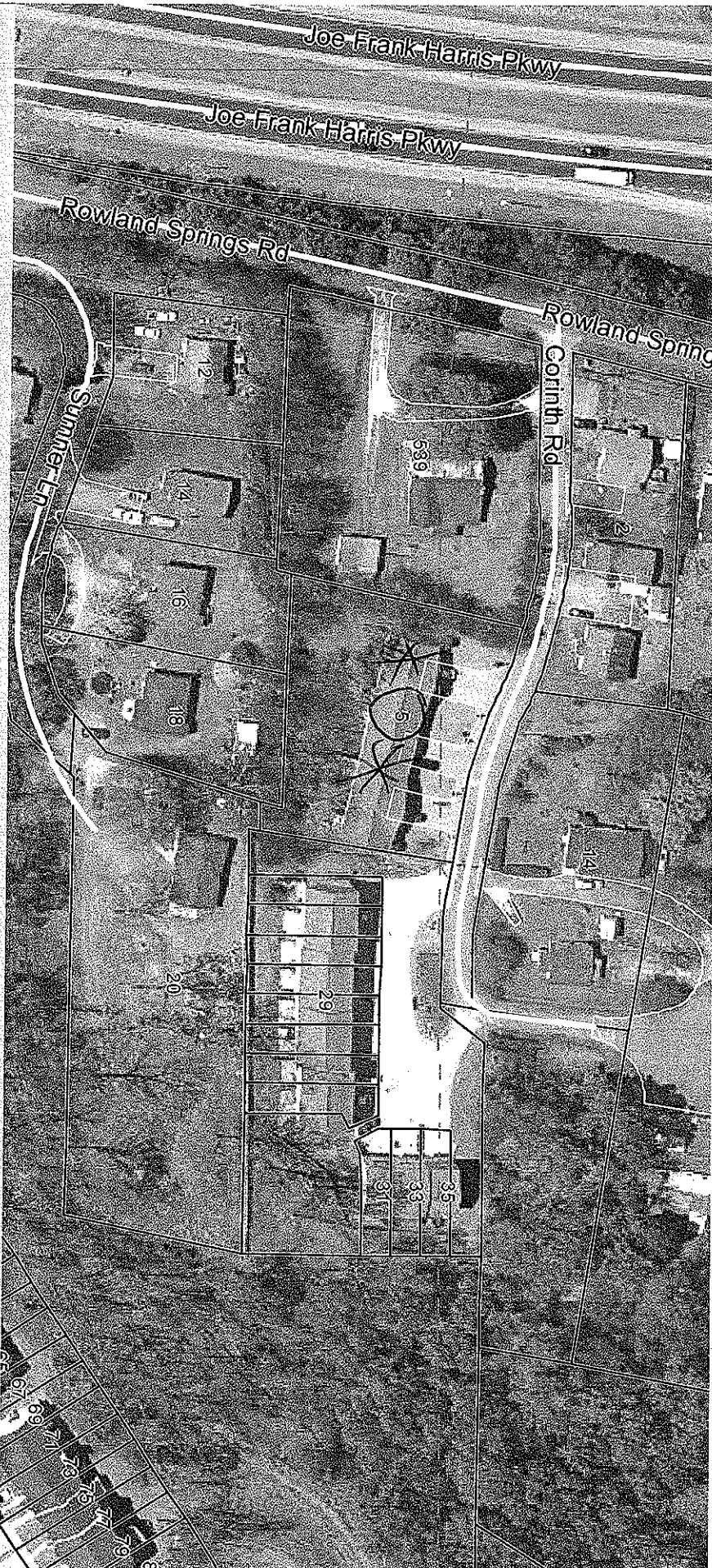
AZ12-04 Annexation - 5,7,9,11,13 Corinth Rd





5-13 Corinth Rd case AZ12-04

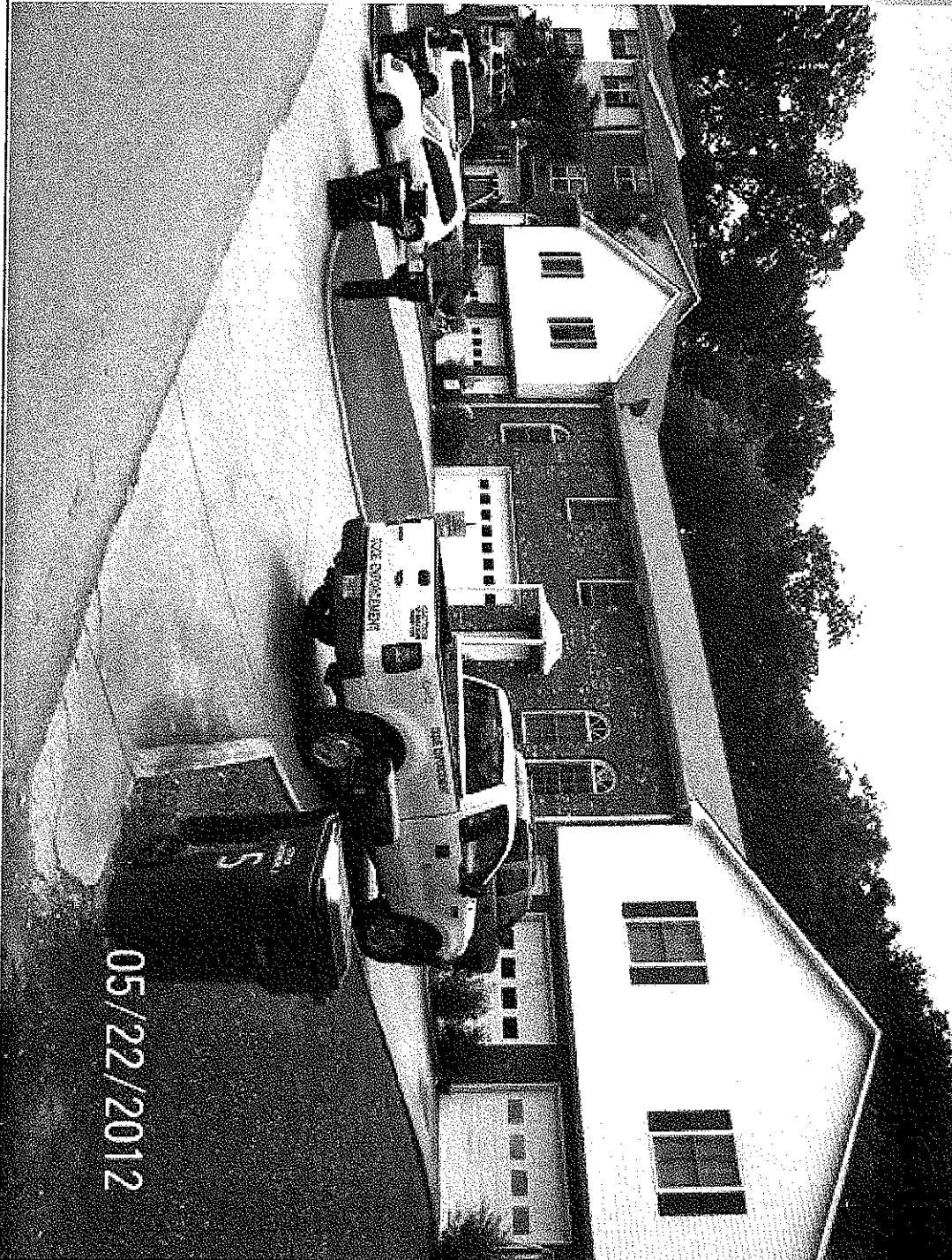
Item # 2





5-13 Corinth Rd case AZ12-04

Item # 2



CITY OF CARTERSVILLEZONING / ANNEXATION ANALYSISPETITION NUMBER AZ12-04APPLICANT INFORMATION AND PROPERTY DESCRIPTIONPROPERTY OWNER (S) Womack Three LLC PHONE NUMBER 770-386-6060PETITIONER Ray Womack OWNER'S ADDRESS 23 Crestwood Rd
(city donut hole initiative) Cartersville, GA 30120PROPERTY LOCATION 5,7,9,11,13 Corinth Rd TRACT SIZE 0.49DISTRICT 4 SECTION 3 LL(S) 314,335TAX MAP # ~~0078E0001020~~ PARCEL (S) 1 WARD (S) 1
0078E0001020CURRENT LAND USE 5-unit apt building PROPOSED LAND USE remain sameCURRENT ZONING County R-3 PROPOSED ZONING City MF-14SPECIFICS OF PROPOSED USENUMBER OF DWELLING UNITS 5 NUMBER OF OCCUPANTS 11RACIAL COMPOSITION 8 white 3 blackNUMBER OF SCHOOL AGED CHILDREN 2 as of Fall 2012GRADE LEVEL (S) OF SCHOOL AGE CHILDREN 8th and Pre-K as of Fall 2012SCHOOL SYSTEM TO BE ATTENDED Cartersville SchoolsOWNER OCCUPIED: YES _____ NO XUTILITY SERVICE (CITY, COUNTY, GEORGIA POWER, ATLANTA GAS)1. WATER City2. SEWER City3. GAS City4. ELECTRICITY City



Bartow County Commissioner's Office • Clarence Brown, Commissioner

CERTIFIED MAIL # 7006 3450 0001 5974 6410

May 4, 2012

Mr. Richard Osborne
Planning Department
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Request to annex approximately .489 acres
located on Corinth Road, LL 314 & 335

Dear Richard:

This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned R-3 (Residential Mixed Use) and is identified on the County's Future Land Use Map as Residential Mixed Use.

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

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

Sincerely,

CLARENCE BROWN

Commissioner
Bartow County

CB/kg

- c. Brandon Johnson, Zoning Department
Randy Gray, Bartow County Road Department
Mary Milam, Voter Registration
Jarrod Roberts, Tax Assessor
Tim Poe, GIS Department

Item # 2



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120

Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **AZ12-04**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

Womack Three LLC has made an annexation/zoning request on the following property:
Approximately 0.49 acres located at 5 - 13 Corinth Rd in the 4th District, 3rd Section, Bartow
County jurisdiction to City MF-14 (Multi-family Residential).

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
 Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
 Yes _____ No _____
 If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
 Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

City Council Meeting

7/5/2012 7:00:00 PM

File Z12-02: Rezoning application by Terry Tumlin (Gene Vance, representative) for properties located at 2 Dixie Avenue and 329 East Cherokee Avenue (two lots total 0.71 acres) from M-U (Multiple Use) to G-C (General Commercial)

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tracts are located at 2 Dixie Avenue and 329 E. Cherokee Avenue, adjacent to JFH Parkway and E. Main Street. The property at 2 Dixie Avenue includes a now-vacant structure previously used as a bank, built in approximately 1985. Property at 329 E. Cherokee Avenue includes a former residence constructed in approximately 1950 that has been used as an office in recent years. The applicant seeks to rezone the property from M-U to G-C to allow for a greater variety of possible uses for the buildings. Planning Commission recommended approval.
City Manager's Remarks:	These two properties are adjacent to the JFH Parkway corridor and have been approved for re-zoning by the Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z12-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Terry Tumlin**
Representative: **Gene Vance**
Property Owner: **Same as applicant**
Property Location: **2 Dixie Ave and 329 E. Cherokee Ave**
Access to the Property: **Dixie Ave, Cherokee Ave, Main St**

Site Characteristics:

Tract Size: Acres: **0.71 acres** District: **4th** Section: **3rd** LL(S): **456-457**
Ward: **4** Council Member: **Lindsey McDaniel**

LAND USE INFORMATION

Current Zoning: **M-U (Multiple Use)**
Proposed Zoning: **G-C (General Commercial)**
Proposed Use: **Allow rezoning for highest and best use of properties.**

Current Zoning of Adjacent Property:
North: **M-U**
South: **M-U**
East: **G-C**
West: **M-U**

The Future Development Plan designates the subject property as:
Parkway Corridor with recommended zoning districts G-C, O-C, P-D, RA-12, MF-14

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

The subject tracts are located at 2 Dixie Avenue and 329 E. Cherokee Avenue, adjacent to JFH Parkway and E. Main Street. The property at 2 Dixie Avenue includes a now-vacant structure previously used as a bank, which was built in approximately 1985. Property at 329 E. Cherokee Avenue includes a former residence constructed in approximately 1950 that has been used as an office in recent years. The applicant seeks to rezone the property from M-U to G-C to allow for a greater variety of possible uses for the buildings.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed G-C zoning may permit a use that is suitable in view of the existing mix of commercial uses of nearby properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed G-C zoning may not create an isolated district since some the adjacent properties across the street are zoned G-C. In addition, properties to the north along JFH Pkwy, including the Hobby Lobby shopping center, and to the south along JFH Pkwy, including the Wynn GMC dealership, are zoned G-C.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The G-C zoning proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned for M-U, the properties may not have a reasonable economic use given their close proximity to the arterials JFH Pkwy and E. Main St.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The G-C zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The zoning proposal for G-C is in conformity with the adopted Future Development Map of the Cartersville 2030 Comprehensive Plan.

- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.

The G-C zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development/redevelopment.

- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Commercial development on and adjacent to JFH Pkwy (US 41) and E. Main St (SR 113) will continue to occur and evolve in these high-traffic arterial thoroughfares. Properties across JFH Pkwy from these tracts, as well as north and south of them on the same side of the road, are zoned G-C. It may be appropriate for these properties to be rezoned from M-U to G-C.

STAFF RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:
APPROVAL

Application for Rezoning

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

Application Number Z12-02

Hearing Dates 6-12 @ 6:00 Planning, Commission

*Paid \$450
 Fee plus legal*

6-21 @ 7:00
 City Council
 7-5 @ 7:00
 City Council

Applicant <u>Terry N. Tumlin</u> (applicant's printed name)	Business/Cell Phone <u>770-382-0100</u> <u>770-547-9780</u>
Address <u>60 Glen Cove Drive</u>	Home Phone <u>770-386-2586</u>
City <u>Cartersville</u> State <u>GA</u> Zip <u>30120</u> Email <u>ttumlin@bellsouth.net</u>	
<u>Gene Vance</u> (Representative's printed name (if other than applicant))	Phone <u>770-655-3205</u> Fax # _____
Representative's signature _____	Applicant's signature <u>Terry N. Tumlin</u> <u>Luann G. Tumlin</u>
Signed, sealed and delivered in presence of: <u>TAMARA SMATHERS</u> Notary Public	Notary Public, Bartow County, Georgia My Commission Expires Jan. 13, 2013

Titleholder <u>Terry N. Tumlin</u> (titleholder's printed name)	Business _____	Home <u>60 Glen Cove</u> <u>Cartersville, GA</u>
*attach additional notarized signatures as needed on separate application page Address _____		
Signature <u>Terry N. Tumlin</u> <u>Luann G. Tumlin</u>		
Signed, sealed, delivered in presence of: <u>TAMARA SMATHERS</u> Notary Public	Notary Public, Bartow County, Georgia My Commission Expires Jan. 13, 2013	

Present Zoning District(s) <u>MU</u>	Requested Zoning <u>GC</u>
Acreage <u>0.514/0.196</u> Land Lot(s) <u>456-457</u>	District(s) <u>4</u> Section(s) <u>3</u>
Location of Property <u>2 Dixie Avenue / 329 East Cheokce Ave</u> (street address, nearest intersections, etc)	
Reason for requested Rezoning: <u>highest and best use</u> (attach additional statement as necessary)	

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

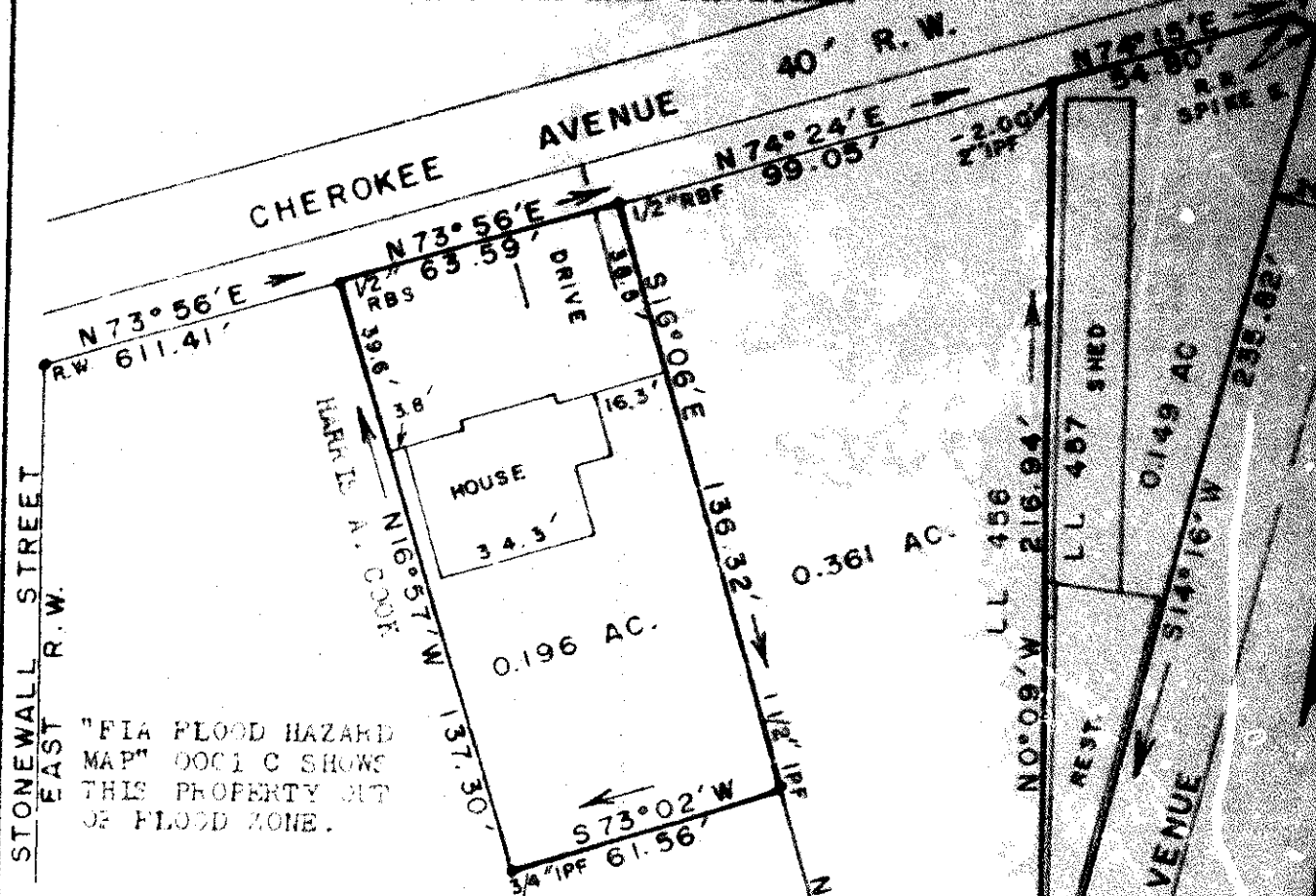
TERRY N. TOMLIN

IN LAND LOT 456 & 457, 4th. DISTRICT, 3rd.
SECTION, CITY OF CARTERSVILLE, BARTOW
COUNTY, GEORGIA.

DATE 1-31-84

SCALE 1"=40'

KNIGHT & KNIGHT LAND SURVEYORS



"FIA FLOOD HAZARD
MAP" 0001 C SHOWS
THIS PROPERTY OUT
OF FLOOD ZONE.

FIELD DATA:

CLOSURE: 1 in 51,200

EQUIPMENT: TOPCON, JTS-2

ANGULAR ERROR 02" PER ANGLE POINT
BEARINGS ARE MAG. CAL. FROM ANGLES
TURNED.



John R. Knight

GEORGIA, BARTOW COUNTY
CLERK'S OFFICE SUPERIOR COURT
Filed for record this

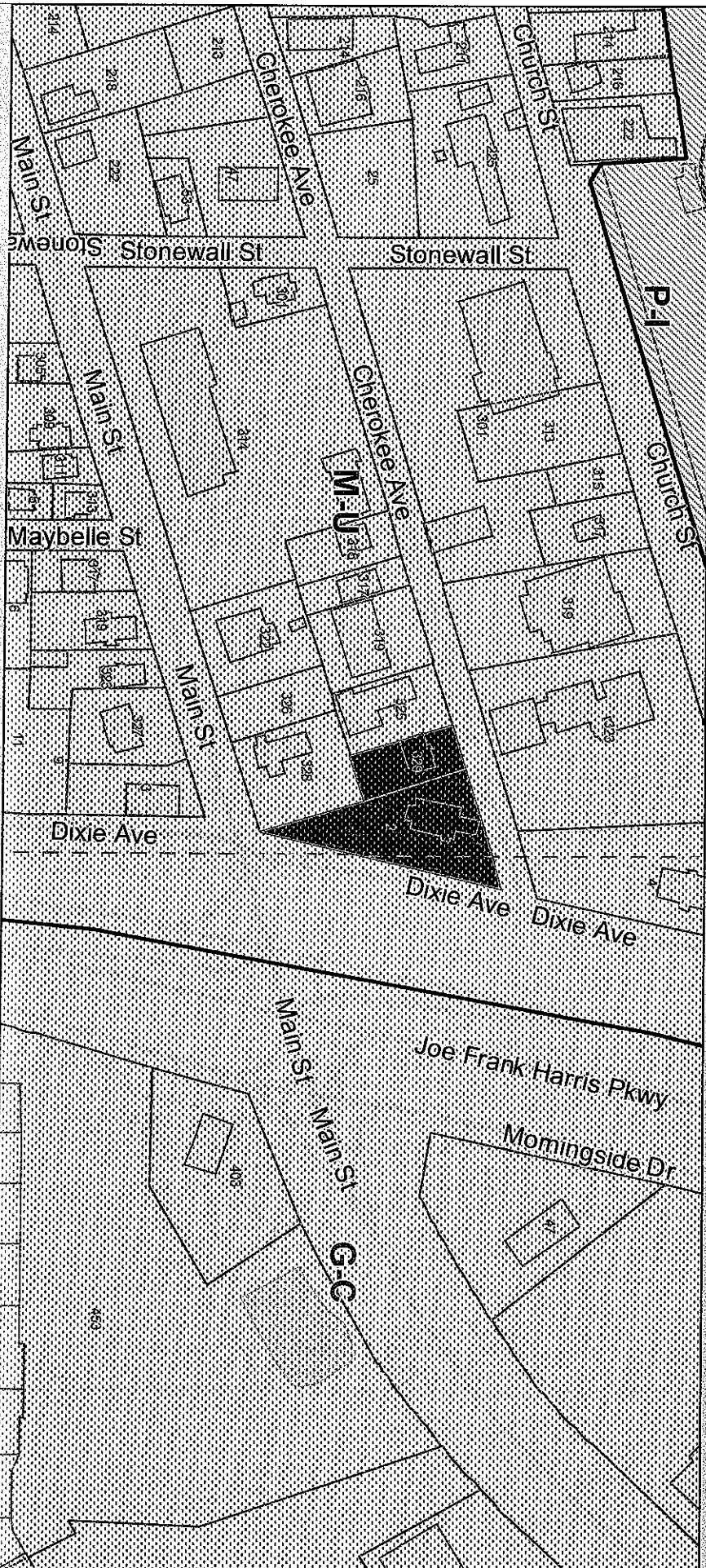
IN 1984
Recorded in Plat record No. 14
Page 81 this 4
176
15 17
#3



2 Dixie Ave and 329 E. Cherokee Ave

case Z12-02

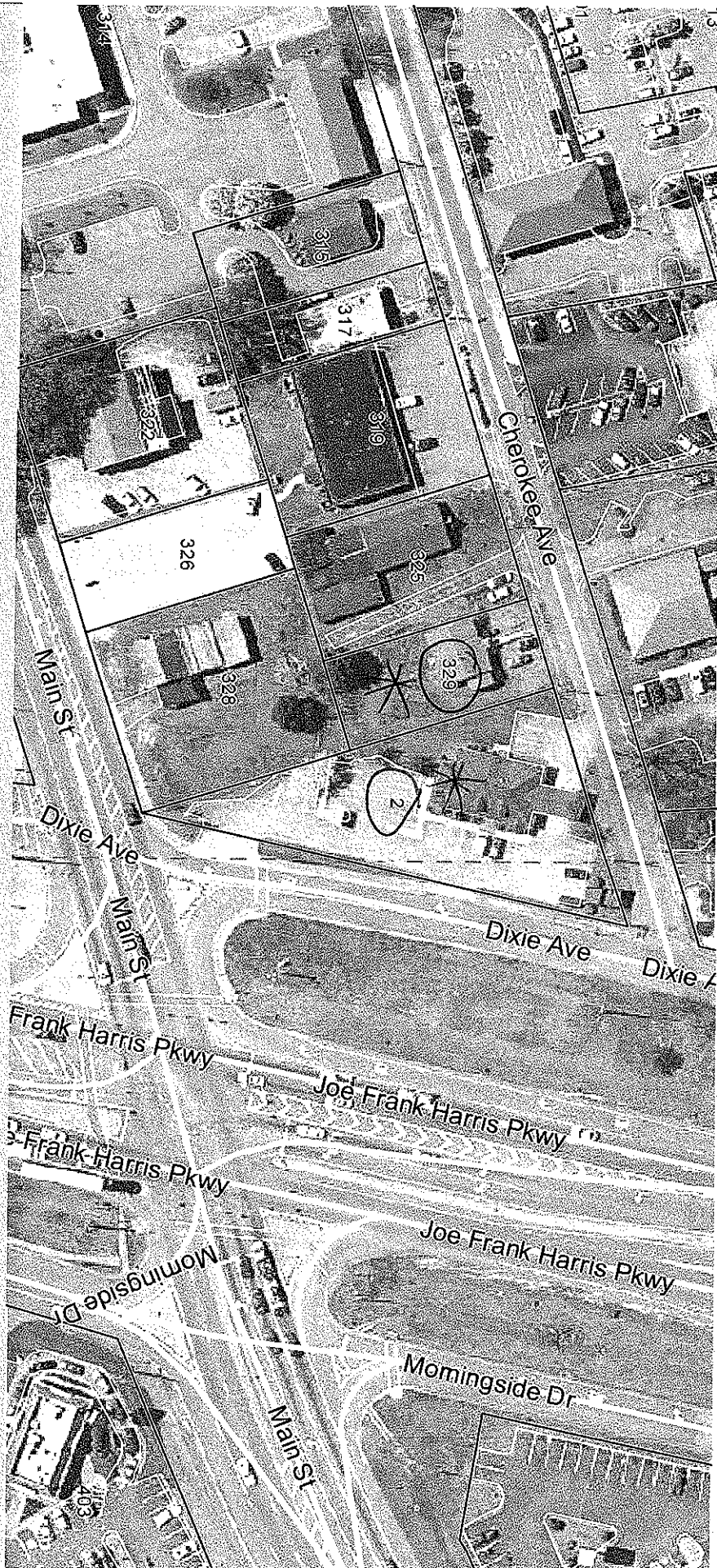
Item 8





2 Dixie Ave and 329 E. Cherokee Ave case Z12-02

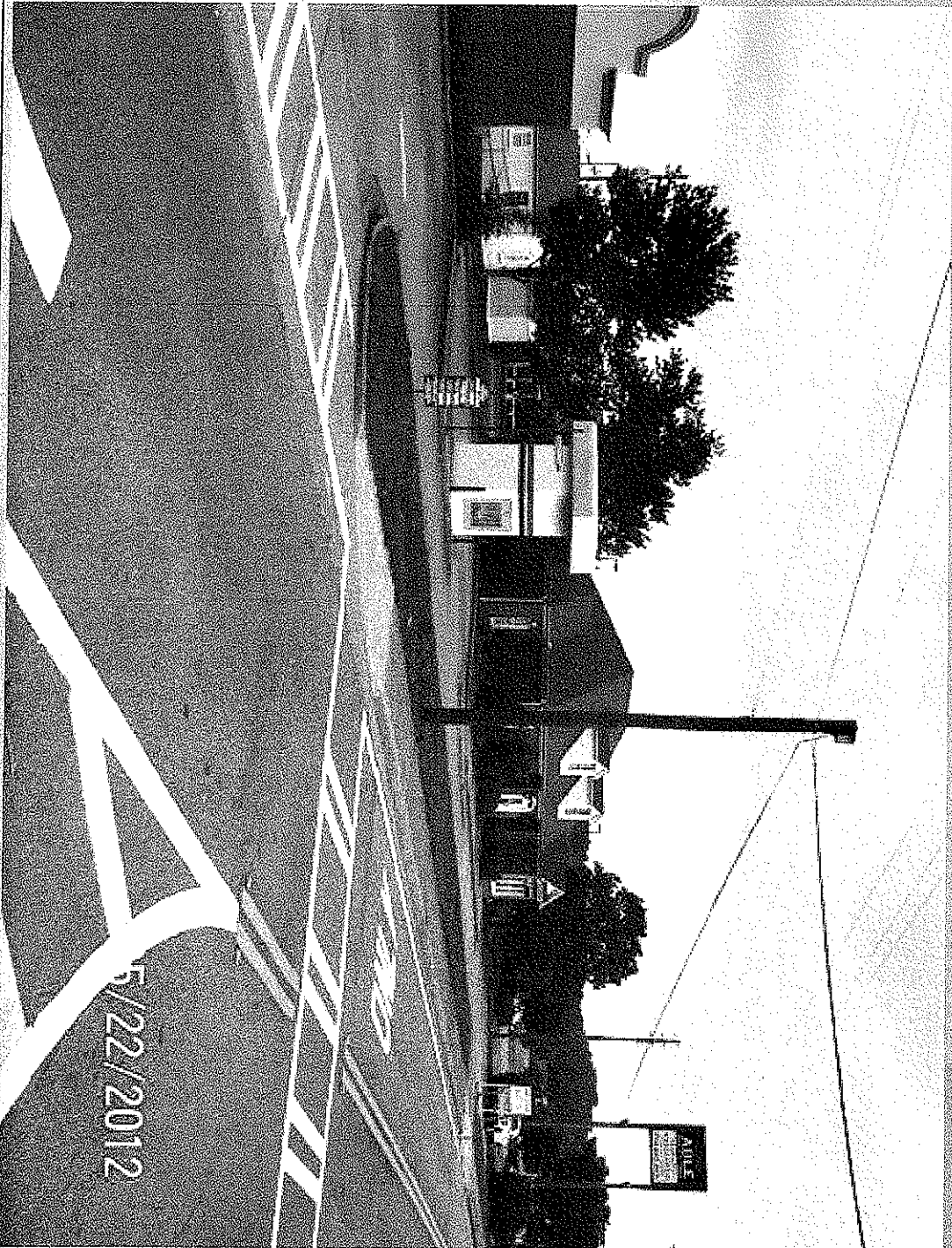
Item 3

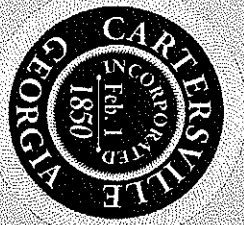




2 Dixie Ave and 329 E. Cherokee Ave
case Z12-02

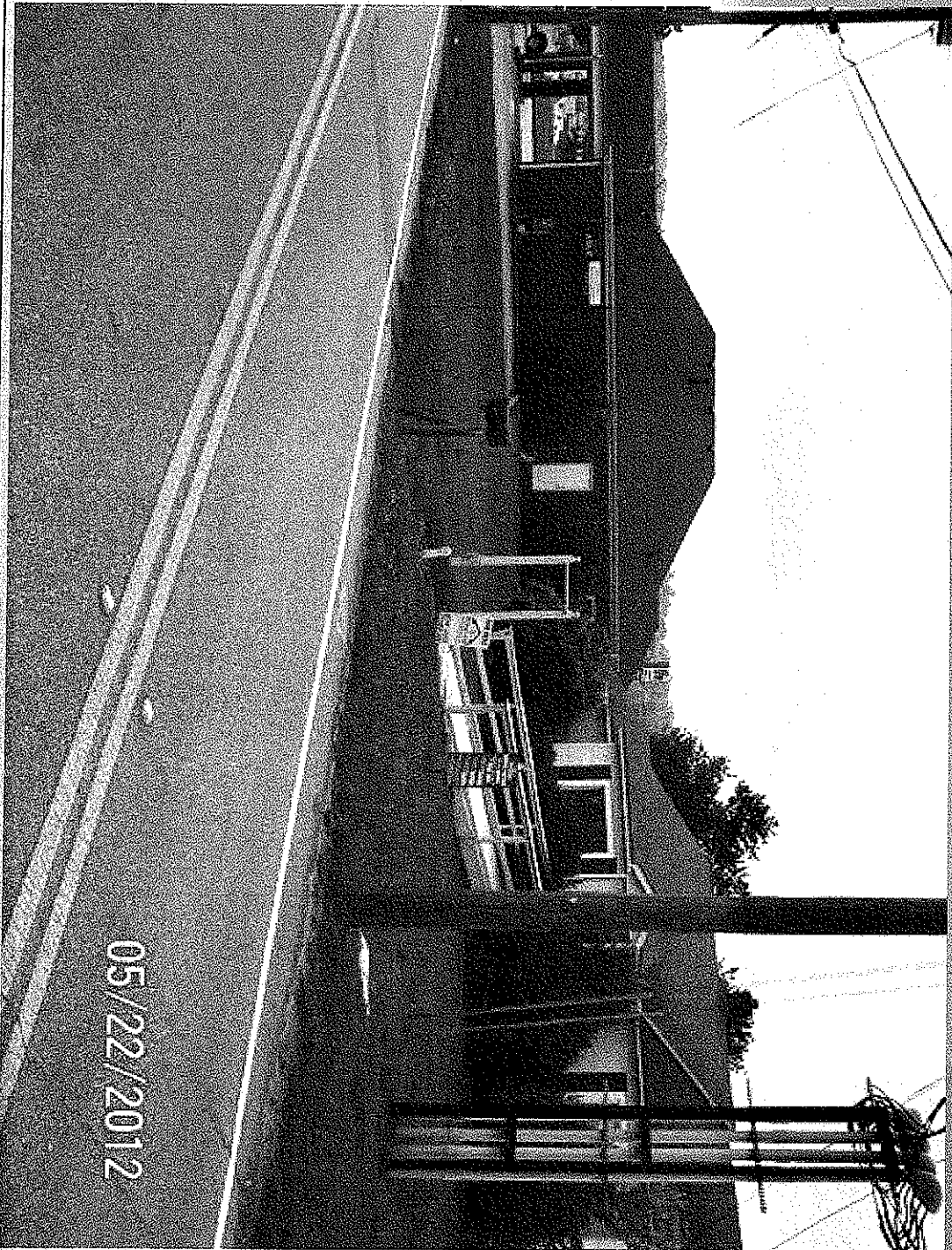
Item 3





2 Dixie Ave and 329 E. Cherokee Ave⁸
case Z12-02

Item



05/22/2012



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120

Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **Z12-02**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

Terry Tumlin (Gene Vance, representative) has made a rezoning request on the following property: Approximately 0.71 acres located at 2 Dixie Avenue and 329 E. Cherokee Ave in the 4th District, 3rd Section, M-U (Multiple Use) to G-C (General Commercial).

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
Yes _____ No _____
If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

**City Council Meeting
7/5/2012 7:00:00 PM
Board of Zoning Appeals**

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	Apointment to the Board of Zoning Appeals Ward 6 is necessary as the term of Gene Lewis is expiring.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
7/5/2012 7:00:00 PM
LOST Distribution

SubCategory:	Certification
Department Name:	Administration
Department Summary Recommendation:	Attached is a letter from Clarence Brown requesting Council's approval of the negotiations for the distribution of LOST funds for Bartow County and each of the cities within the county. By approving you allow the Mayor to sign the Certificate of Distribution on behalf of the City of Cartersville which is also attached.
City Manager's Remarks:	Your approval of the attached certificate is recommended. The split is identical to the SPLOST split negotiated between the cities and Bartow County that was approved earlier this year.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Bartow County Commissioner's Office • Clarence Brown, Commissioner

June 12, 2012

Mayor Matthew Santini
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: LOST Distribution

Matt:

As requested in the recent LOST renegotiation meeting, I have enclosed a copy of the Certificate of Distribution reflecting the percentages as agreed upon for the SPLOST Continuation Agreement that was approved in November, 2011.

If the City Council approves the distribution as calculated and authorizes you, as mayor, to sign the original Certificate of Distribution document, we will arrange to have the original certificate delivered to you for your signature. Once we have obtained all of the signatures, we will forward you a copy for your records and submit the original to the State for processing.

If you have any questions or wish to discuss this with me, please give me a call.

Sincerely,

CLARENCE BROWN
Commissioner
Bartow County

CB/kg

enclosure

Item # 5



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Bartow County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>Adairsville</u>	shall receive	<u>4.640</u>	%
City of <u>Cartersville</u>	shall receive	<u>19.300</u>	%
City of <u>Emerson</u>	shall receive	<u>1.970</u>	%
City of <u>Euharlee</u>	shall receive	<u>4.130</u>	%
City of <u>Kingston</u>	shall receive	<u>0.955</u>	%
County of <u>Bartow</u>	shall receive	<u>68.050</u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____ 20__.

MAYOR OF THE CITY OF Adairsville

MAYOR OF THE CITY OF Cartersville

MAYOR OF THE CITY OF Emerson

MAYOR OF THE CITY OF Euharlee

MAYOR OF THE CITY OF Kingston

CHAIRMAN BOARD OF COMMISSIONERS OF

Bartow COUNTY



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Bartow County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>White</u>	shall receive	<u>0.955</u>	%
City of _____	shall receive		%
City of _____	shall receive		%
City of _____	shall receive		%
City of _____	shall receive		%
County of _____	shall receive		%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____, 20__.

MAYOR OF THE CITY OF White

MAYOR OF THE CITY OF _____

MAYOR OF THE CITY OF _____

MAYOR OF THE CITY OF _____

MAYOR OF THE CITY OF _____

CHAIRMAN BOARD OF COMMISSIONERS OF _____

COUNTY



City of Cartersville

City Council Meeting

7/5/2012 7:00:00 PM

Contract for Performing Services Fiscal Year 2012-2013

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Attached are the annual agency contracts that were approved in the budget at last meeting. They include: Bartow/Cartersville Library, The Cultural Arts Alliance, the Good Neighbor Shelter, the Learning Center at Summer Hill, Bartow County Juvenile Court and Bartow Health Access.
City Manager's Remarks:	Your approval of the various contracts listed under this item are recommended for your approval.
Financial/Budget Certification:	These contracts are budgeted in the FY 2013 budget.
Legal:	Reviewed by City Attorney
Associated Information:	All e-verify and SAVE documents have been received.

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

W I T N E S S E T H

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

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

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

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

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

\$2000.00

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

July 1, 2012 – June 30, 2013

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

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

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

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

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

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

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

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

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

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

W I T N E S S E T H

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

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

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

Provide various cultural activities for the citizens of Cartersville, Georgia

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

\$51,000.00

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

July 1, 2012-June 30, 2013

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

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

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

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

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

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

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

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

For the Contractee: Cultural Arts Alliance
Corrine Scott
PO Box 243
Cartersville, GA 30120

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

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

 Witness

 Matthew J. Santini, Mayor

 Notary Public

 Connie Keeling, City Clerk

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

Signed in the presence of:

 Witness

By: _____

 Notary Public

Title: _____

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

W I T N E S S E T H

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

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

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

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

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

\$454,500.00

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

July 1, 2012-June 30, 2013

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

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

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

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

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

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

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

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

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

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
 this _____ day of _____, 20_____.
 Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

 Witness

 Matthew J. Santini, Mayor

 Notary Public

 Connie Keeling, City Clerk

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

 Witness

By: _____

 Notary Public

Title: _____

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

W I T N E S S E T H

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

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

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

Provide substance abuse prevention education

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

\$15,000.00

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

July 1, 2012-June 30, 2013

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

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

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

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

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

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

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

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

For the Contractee: Juvenile Court of Bartow County
135 Cherokee Avenue

Cartersville, GA 30120

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Witness

By: _____

Notary Public

Title: _____

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

hereinafter referred to as “Contractee.”

W I T N E S S E T H

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

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

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

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

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

\$2,000.00

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

July 1, 2012 – June 30, 2013

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

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

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

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

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

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

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

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

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

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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

WITNESSETH

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

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

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

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

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

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

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

July 1, 2012 – June 30, 2013

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

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

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

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

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

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

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

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

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

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Witness

By: _____

Notary Public

Title: _____

Bartow County Public Library, Inc.



City of Cartersville

City Council Meeting

7/5/2012 7:00:00 PM

Lease Agreement for Cherokee Street Properties

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	City property located at 324 and 326 W. Cherokee Street has been leased for many years by owners of a Montessori School. Recently the school has been sold to new owners and the existing lease agreement has expired. The attached lease agreement is similar to the expiring lease agreement and runs through December 2017. The new lease agreement does have increases in the monthly rental rates over the lease term and the new owners have agreed to the terms. I recommend approval of this lease agreement.
City Manager's Remarks:	This is a renegotiated lease for the new owners of the city owned property where the Montessori school is located on Cherokee St. near the gymnastics center. Your approval of this agreement is recommended.
Financial/Budget Certification:	N/A
Legal:	Agreement has been reviewed and approved.
Associated Information:	E-verify and SAVE documents are on file.

REAL ESTATE LEASE AND
MAINTENANCE AGREEMENT

THIS LEASE and MAINTENANCE AGREEMENT (hereinafter referred to as "Lease"), made and entered into as of the 18th day of June, 2012, by and between CITY OF CARTERSVILLE ("Landlord") and Independent Spirit LLC, 3880 Russell Street, Smyrna, Georgia 30082 ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain improved real estate commonly known as 324 West Cherokee Avenue and 326 West Cherokee Avenue, Cartersville, Bartow County, Georgia (the "Property"). For a more particular description, see Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, Tenant desires to lease the Property from Landlord as indicated on Exhibit "A" herein referenced to as the "Premises"; and keep said premises in repair and maintained in a habital state; and

WHEREAS, Landlord is willing to lease the Premises to Tenant upon the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, Landlord and Tenant agree as follows:

1. Landlord hereby leases and rents to Tenant and Tenant hereby agree to lease and take the premises and upon the terms and conditions hereinafter set forth.
2. The term of this Lease shall commence on July 1, 2012 and end on December 31, 2017. The Lease shall be automatically renewed for up to one five (5) year term, provided that the Mayor and City Council do not take action at a public meeting in December or January of the renewable year to terminate or not renew this lease and the Tenant provides notice of intent of renewing by December 1st of the terminating year of the lease. Landlord agrees to deliver possession of the Premises to Tenant on the commencement date hereof.
3. Tenant agrees to the use of said Premises and to be liable for all obligations, terms and conditions contained herein.
4. Tenant agrees to provide the following service in lieu of rent:
(a) Tenant shall pay landlord rent by the 1st of each month of the lease as follows:

Date	Monthly Rental Rate
Commencement date until 12/31/2012	\$500.00
January 1, 2013 through December 31, 2014	\$600.00
January 1, 2015 through December 31, 2016	\$700.00
January 1, 2017 through December 31, 2017	\$800.00

- (b) Tenant shall be responsible for all maintenance and repair of the premises, except for the building exterior (roof, siding, lawn) which will be maintained by the landlord.
 - (c) Tenant shall supply enough heat to the Premises at its expense to prevent the plumbing system and sprinkler system, if any, from freezing. Tenant shall pay 100% of all other utility bills including, but not limited to, water, sewer, gas, electricity, stormwater and garbage collection services rendered to the Premises or used by Tenant in connection therewith.
- 5. Tenant shall procure from a qualified insurance company and maintain during the entire term of this Lease the following coverages:
 - (a) Fire and extended coverage insuring the full value of Tenant's interest in the improvements on the Premises, office furniture, equipment, fixtures and supplies therein and the replacement cost of said premises and shall name Landlord as an additional insured and furnish a certificate evidencing such coverage to Landlord.
 - (b) Comprehensive general public liability insurance insuring the Tenant, its officers, partners, employees, agents and representatives against loss or damage arising from injury or death to persons or Premises occurring within the leased Premises. Such insurance shall be in an amount not less than \$2,000,000.00. Tenant shall name Landlord as an additional named insured under this subparagraph and furnish a certificate evidencing such coverage to Landlord.
- 6. The Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance of the Premises.
- 7. Tenant can only provide education for children at these locations.
- 8. Tenant agrees not to abandon or vacate the Premises during the term of this lease without thirty (30) days prior notification to Landlord.
- 9. Tenant accepts the Premises in its present condition as suited for the use intended by the Tenant. Tenant shall, at Tenant sole expense, maintain the Premises, the fixtures and appurtenances thereon in first class condition and repair, and will suffer no active or permissive waste or injury thereof and the Tenant shall, at Tenant's sole expense, promptly repair all injury or damage to the Premises from whatever cause, other than damage which the Landlord is expressly obligated to repair.
- 10. Tenant shall have the right to install or place on the Premises machinery, apparatus, equipment and other Premises of whatever nature, all of which shall remain the Premises of Tenant, whether or not attached to improvements comprising the Premises. So long as Tenant is not in default on its obligations, or upon giving bond for any obligations claimed by Landlord to be in default, Tenant shall have the right to remove the same at any time or from time to time during the term hereof and within a reasonable time after the termination hereof; provided, however, that should Tenant so remove any machinery, apparatus, equipment or other Premises of whatever nature, Tenant shall do so at its own expense without damage or injury to the Premises. In the event of damage or injury to the Premises, Tenant shall repair or restore the Premises to its condition

as existed prior to the installation and removal of such machinery, apparatus, equipment or other Premises.

11. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the building is taken pursuant to condemnation proceedings, this Lease shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking, and rental shall be accounted for as between Landlord and Tenant as of that date. If neither party elects to terminate this Lease or if the Premises can be restored within the period provided above, Landlord shall rebuild the premises in a reasonable time and with due diligence with this Lease remaining in force except that Tenant's obligations shall abate until the Premises is restored to a tenantable condition. If the Premises is damaged but not wholly destroyed by any casualties after any condemnation proceeding is economically usable by Tenant in its operations, this Lease shall not terminate but Landlord shall restore the Premises to substantially the same condition as before damage or taking in a reasonable time and with due diligence. In the event of damage by casualty, Tenant's obligations shall abate in such proportion as use of the Premises has been destroyed and when the Premises are restored to tenantable condition, full rental shall commence. In the event of a partial taking, rent shall abate on a permanent basis determined by the square footage of the Premises so taken and the rent rate for such area.
12. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred thereof, including but not limited to in addition all suits, damages, expenses, injuries, claims arising in any manner whatsoever attorney's fees and court costs.
13. Tenant may not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant, without the prior written consent of the Landlord. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior consent of Landlord. Any assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.
14. It is mutually agreed that in the event Tenant shall default in Tenant's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Tenant shall default in the performance of any of the terms or provisions of this Lease other than the provision requiring the payment of rent and such default continues for a period of thirty (30) days after notice from Landlord, or if Tenant are adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, Landlord, at his option, may at once terminate this lease by written notice to Tenant and thereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and

repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

15. Landlord may, as Tenant's agent and without terminating this Lease, upon Tenant's default under this Lease and the lapse of any applicable grace period, at Landlord's option, enter upon and relet the Premises on the best available terms obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper.
16. Landlord may enter the Premises at reasonable hours and upon reasonable notice to exhibit the same to prospective purchasers or Tenant and to make repairs to Landlord's adjoining Premises, if any. Landlord agrees that Tenant shall be permitted to have a representative monitor any such entry on to the Premises if Tenant feel such is necessary to protect the security and confidentiality of Tenant's business activities on the Premises. Landlord agrees to indemnify and hold Tenant harmless from any loss or damage caused to Tenant's equipment or Premises on the Premises which results from any act or negligence of Landlord, Landlord's agents, employees or licensees during such entry.
17. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect landlord's right to collect rent for the period prior to termination thereof.
18. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Nothing contained herein nor any action or inaction by Landlord shall be deemed to grant to Tenant any right, power or permission to perform any act or make any agreement which may create, give rise to or constitute the foundation for any right, title, interest, lien, charge or other encumbrance upon Landlord's estate in the Premises. So long as Tenant is not in default hereunder, Tenant shall have full and quiet enjoyment of the Premises.
19. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate in effect at the end of the Lease and such holding over shall not operate as a renewal of this lease by operation of law.
20. If any obligations or funds owing under this Lease are collected by or through an attorney-at-law, Tenant agrees to pay Landlord's attorney's fees, not to exceed fifteen percent (15%) of such collection. If Tenant shall bring suit to enforce Landlord's obligations hereunder, Tenant shall be entitled to recover its attorney's fees if Tenant prevail in such action.
21. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.
22. Tenant hereby appoint as Tenant's agent to receive service of all dispossessory or distant proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time or occupying the Premises; and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises.

23. Tenant shall not mortgage or pledge the property, lease or contract the property as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the property, lease, or contract.

24. All notices to shall be sent to:

Landlord

City of Cartersville, Georgia
Attention: Assistant City Manager
P. O. Box 1390
Cartersville, Georgia 30120

Tenant

Independent Spirit, LLC
Shannon Bennett
3880 Russell Street
Smyrna, GA 30082

Either party may change its mailing address by written notice delivered to the other.

25. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.
26. This Lease has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Lease.
27. Time is of the essence of this Lease.
28. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
29. This Lease may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.
30. During the entire duration of this contract, Tenant must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.
31. This Lease may be altered, amended or terminated by a written agreement signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the date and year first above written.

LANDLORD: CITY OF CARTERSVILLE

Signed, sealed and delivered
this _____ day of _____, 2012.

Mayor, Matthew Santini

WITNESS

ATTEST:

NOTARY PUBLIC

City Clerk, Connie Keeling

My Commission Expires

TENANT:

Signed, sealed and delivered
this 18th day of June, 2012.

BY: Shannon Lennett

A. J. Seacock

WITNESS

ATTEST:

Kimberly Thorsen Hyde
NOTARY PUBLIC

BY: _____

February 12, 2012
My Commission Expires

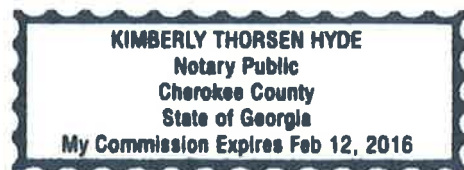


EXHIBIT "A"

The Property described as 324 West Cherokee Avenue and 326 West Cherokee Avenue in Cartersville, Bartow County, Georgia.

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.

SBEN6193
EEV/Basic Pilot Program* User Identification Number

Shannon Bennett
BY: Authorized Officer or Agent
(Contractor Name)

6/18/12
Date

Organizing Member / Owner
Title of Authorized Officer or Agent of Contractor

Shannon Bennett
Printed Name of Authorized Officer or Agent

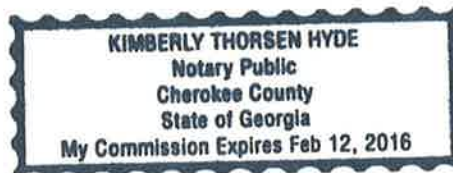
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18th DAY OF June, 2012

Kimberly Thorsen Hyde
Notary Public

My Commission Expires:

February 12, 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).

The link to register for E-verify is: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

**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

Shannon Bennett

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

Independent Spirit LLC dba LifeSong Montessori School

[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.

Shannon Bennett 6/18/12
Signature of Applicant: Date

Shannon Bennett
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18th DAY OF June, 2012

*
Alien Registration number for non-citizens

Kimberly Thorsen Hyde
Notary Public

My Commission Expires:

2/12/2016

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





City of Cartersville

City Council Meeting
7/5/2012 7:00:00 PM
Adairsville High School Aquatic Center Facility Use

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	Bartow County School System has agreed to extend the agreement with Cartersville Parks and Recreation Department for use of the Adairsville High School Aquatic Center. As last year this agreement allows our members of the Cobia swim team to be year-round swimmers. The affordable monthly rental fee (\$500.00 per month for nine months) allows the in-door swim program to operate in the positive which was a condition of continuing the program. I recommend continuance of the "Use of Facility Contract – AHS Aquatic Center" with the Bartow County School system.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	Budgeted 100.5100.52.2301
Legal:	Submitted for review
Associated Information:	Bartow County Schools office was closed so the E-verify and SAVE documentation is pending.



**Bartow County School System
Use Of Facility Contract - AHS Aquatic Center**



Facility: Adairsville High School Aquatic Center, 519 Old Highway 41, Adairsville GA 30103

Phone: 770-606-5841 Fax: 770-773-2722

June 11, 2012
Date: 08/05/2011

Contract #: _____

Facility Administrator: Bruce Mulkey

Organization Name/Address: BEPRO, E.ville. C. / Govt.

Classification of Organization:
(Check all that apply)

Profit: _____ Non-Profit: _____

Government Agency: ☒

Business: _____

Civic Group: _____

Religious Group: _____

Other (Specify): _____

Organization Representative: Greg Anderson / Greg Hight Phone: 770-601-6123 Fax: 770-387-5428

Describe the purpose and what will be conducted in Facility: Swim instruction
Greg Hight - 770-387-5148
AL - 770-547-1760

Item #

Date of Facility Use (attach schedule if necessary): Reference Attached Memo Time: From: _____ To: _____
(Day of wk, Day, Mo, Yr)

Life Guard Certification Submitted: YES NO

Estimated Attendance: _____ Admission Charged: _____ Total Hours of Use: _____

Cost Analysis (Refer to current Facility Use Price List):

Facility Use Charge: \$ 500.00/month Security Charge: \$ _____

Custodial Charge: \$ _____ Technical Charge: \$ _____

Supervisory Charge: \$ _____ Other Charges: \$ _____

Total Charges: \$ On going Deposit: \$ _____ Balance Due: _____
(Make Check Payable to the Bartow County School System. Please refer to #6 on terms and Conditions)

I, Greg Anderson have read and agree to the facility use terms and conditions attached to this agreement.
(Please Print or Type)

Greg Anderson City of Cartersville
(Organization Representative's Signature) (Title) Director Parks & Recreation 8-5-2011
(Date)

June 11, 2012

This Section Is Only For Bartow County School System Use

Application Approved: Yes _____ No _____ School Related: Yes _____ No ☒

Reason for Denial: Time Conflict _____ No employee available for supervision or custodial _____

Previous unsatisfactory experience w/group _____ No Certified Lifeguard _____

Proposed use incompatible with building design _____

Insufficient insurance certificate _____ Other reason(s) _____

Bruce Mulkey
(Facility Administrator)

8/5/11
(Date)

John A. Manger
(Central Office Designee)

6/14/12
Item # 9
Issued: 11/17/2006

Subject: FW: Adairsville High School Aquatic Center Facility Contract 06-11-12

Date: Tuesday, June 12, 2012 8:19:30 AM ET

From: Mulkey, Bruce

To: Harper, John

Just a quick check to make sure you were comfortable with the way this worked out last year. No issues on our end, both Rec Depts. Were very easy to work with.

Bruce Mulkey, Principal
Adairsville High School
770-606-5841

From: Greg Anderson [mailto:ganderson@cityofcartersville.org]

Sent: Monday, June 11, 2012 4:07 PM

To: Mulkey, Bruce

Subject: Adairsville High School Aquatic Center Facility Contract 06-11-12

Item # 8

Per our conversation last month on the 2012-13 swim team.

Attached is the user agreement (last year's) w/ Bartow Co. School System. I marked/changed the dates for next year.

Is anything else needed?

If everything meets your approval, I will place on City Council agenda for the July 5 council meeting.

Thanks,

Greg Anderson
Director of Parks and Recreation
City of Cartersville
PO Box 1390
Cartersville GA 30120
770-607-6173
770-387-5624 fax





City of Cartersville

City Council Meeting
7/5/2012 7:00:00 PM
USA Software, Inc.

SubCategory:	Contracts/Agreements
Department Name:	Police Department
Department Summary Recommendation:	MEMO TO : Sam Grove, City Manager From : T.N. Culpepper, Chief of Police DATE : June 13, 2012 SUBJECT : USA Software Contract Renewal Please find attached the 2012-13 renewal support and maintenance agreement for the USA software. The current contract is set to expire August 9, 2012. This software drives our data system for all police records and is a proprietary product from USA. We have used this product for the past ten years. The total cost of this agreement is \$28,876.30. Attached are the current E-Verify and SAVE documents. This is a budgeted item
City Manager's Remarks:	The requested software purchase is recommended for your approval.
Financial/Budget Certification:	This is a FY 2012-13 budgeted item.
Legal:	
Associated Information:	Everify and SAVE documents are attachedd



June 05, 2012

CARTERSVILLE POLICE DEPARTMENT
PO BOX 1390
CARTERSVILLE, GA 30120

Computer System Manager:

This letter is to inform you that your USA Software, Inc. Annual Software Support & Maintenance Agreement will expire 08/09/2012. Please plan accordingly as you prepare your new budget.

Annual Support & Maintenance Agreements are available from USA Software, Inc. and are for one-year periods. Your Agreement is \$ 28,876.30 per year (price subject to change).

SUPPORT & MAINTENANCE AGREEMENT FEATURES

- * Unlimited telephone technical support on products listed in the USA Software Software Support & Maintenance Agreement, Schedule A.
- * Customers who upgrade to, or purchase, Version 6 or higher of USA Software products and who keep their Annual Software Support & Maintenance Agreement active and current, will receive future version releases of, as well as upgrades and bug fixes to, USA Software products of the same database type at no cost for the software. There may, however, be some costs associated with these version releases, upgrades, etc., that are beyond USA Software, Inc. control, such as third party user licensing fees, etc., which are passed on to the customer. Upgrades to other databases, such as Microsoft SQL Server, Oracle, etc., will be chargeable upgrades.

Referral Policy - if another agency (Police/Fire/EMS) purchases a USA Software, Inc. system as a result of a qualified sales lead furnished by our agency, we will give you a standard USA Software, Inc. module free of charge.

If you would like additional information on the USA Software, Inc. Annual Software Support & Maintenance Agreement, please feel free to call us at 954-436-3911.

To renew your agreement, please send a check or purchase order to USA Software, Inc. in the amount listed above.

Please mail remittance to: USA Software, Inc.
9900 Stirling Road
Suite 302
Cooper City, FL 33024



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

F. A. Spencer, Jr. President

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

USA Software, 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: [Signature]

Date: 6/21/2011

F. A. Spencer, Jr.

Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

21 DAY OF June, 2011

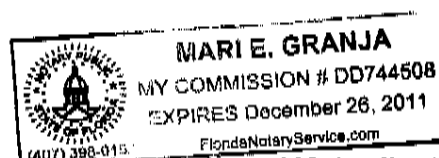
[Signature]

Notary Public

My Commission Expires: Dec. 26, 2011

* N/A

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:

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. §13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in 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").

The date by which a prime contractor must register and participate in a qualifying federal work authorization program depends on the number of employees in the prime contractor's company. If the prime contractor's company has 500 or more employees, it is required to register and participate in a qualifying federal work authorization program by July 1, 2007. If the prime contractor's company has 100 or more employees, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2008. If the prime contractor's company has 99 employees or fewer, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

X

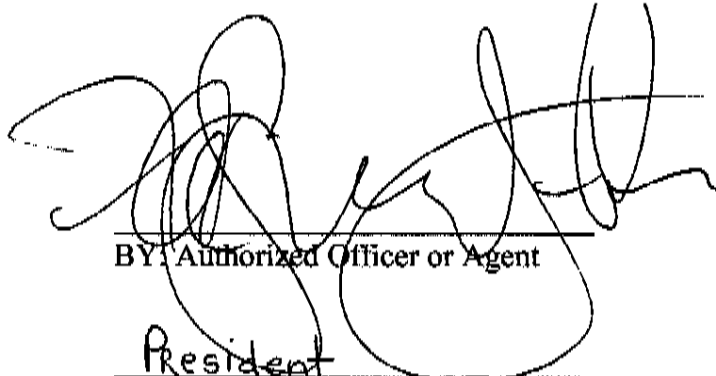
The undersigned has registered for and is participating in a qualifying federal work authorization program;

or,

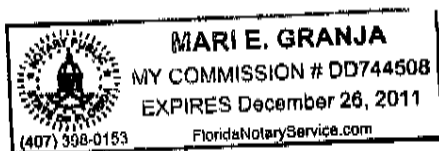
The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time. But, if the undersigned becomes a qualifying prime contractor in the future, the undersigned agrees to register for and participate in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. §13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each sub-contractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

[SIGNATURE ON NEXT PAGE]


BY: Authorized Officer or AgentPresident
Title of Authorized Officer or AgentF. A. Spencer, Jr.
Printed Name of Authorized Officer
or Agent6/21/2011
Date302356
Basic Pilot User Identification Number
(if applicable)

With express authority on behalf of:

USA Software, Inc.
Printed Name of Prime ContractorSUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21 DAY OF June, 20 11.
Notary PublicMy Commission Expires: Dec 26, 2011

What cities can learn from NYC's safest decade

BY FRANKLIN E. ZIMRING

RECENTLY, Mayor Michael Bloomberg announced the latest crime statistics for New York City, numbers that capped what he called the "safest decade in recorded city history."

The dramatic drop in New York's crime rate has become a phenomenon that its citizens take for granted. Between 1990 and 2011, the homicide rate in the city dropped 80%, the robbery rate fell 83% and the burglary rate was down by 86%. Auto theft has been banished to the endangered-species list, with a current rate of about 6% of the 1990 level. Nor is this profound change just the wishful thinking of police statisticians; it has been confirmed by independent measures such as auto-insurance claims and data from other levels of government.

The rest of the country also experienced a decline in crime over the 1990s, but New York's was twice as large and has lasted twice as long. So what has the city done differently? Rather than focus on imprisonment, New York has hired more police officers and changed its policing strategy.

The results of this experiment contradict four decades of crime-control orthodoxy. Since 1971, the U.S. prison population has grown from just over 200,000 to 1.5 million. When adjusted

additional 58,000 persons at an annual cost of well over \$2 billion.

But the trick for New York wasn't just hiring more officers. The city also implemented new tactics. As part of its CompStat system, it combined mapping and the analysis of crime statistics to target "hot spots" by concentrating patrol, detective and narcotics units. Hours were shifted so that more officers were working at night, when shootings peaked. Open-air drug markets

for population growth, the rate of imprisonment has increased 400%.

This dependence on incarceration was linked to the belief that street crime is committed by persistent "high-rate" offenders who will continue to offend if they are not locked up. As the thinking goes, the police cannot prevent much crime because they can't be everywhere at all times. Persistent offenders will always find a place and a time to rob and assault.

New York's success against crime over the past two decades has proved the wrongheadedness of the "incapacitation or nothing" strategy. As it turns out, when a police patrol prevents a robbery on 125th Street on Tuesday night, opportunistic robbers don't just

Crime in New York hit new lows even as the city decreased its prison and jail rates by 28%.

find other victims on 140th Street, or try again on Wednesday night. The factors that combine to produce a mugging are situational and contingent, so if you prevent Tuesday's robbery on 125th Street, that's probably one less robbery for the year.

From 1990 to 2009, while the rest of the nation increased its rate of incarceration by 65%, New York City decreased its prison and jail rates by 28%. If the city had instead followed the national trend, it would have locked up an

were shut down, which didn't significantly reduce drug sales but did eliminate 90% of drug-related killings, which usually involve turf conflicts.

This strategy should not be confused with the much-discussed "broken windows" approach, which New York has not consistently used. "Broken windows" emphasizes maintaining a visible police presence in marginal areas of crime; it focuses on violations related to public order, like prostitution, public

gambling and vandalism.

New York City has made arrests for minor crimes part of its successful strategy, but the rationale has been different from "broken windows" thinking. When serious bad guys get nabbed for a minor crime, it provides an opportunity to check for outstanding warrants on them and get them off the streets. In the phrase of Jack Maple, New York's former deputy police commissioner, it's a strategy for catching "the sharks, not the dolphins."

Another welcome finding from New York is that the new policing strategy has discouraged repeat offenders. In 1990, among all the prisoners from New York City released from state prison, a full 28% were convicted of another felony within three years. But as the general crime rate went down, so did the crime rate of released offenders. By 2006, their three-year reconviction rate had dropped to 10%.

New York's anticrime record has a lot to teach the nation. Over the past 20 years, the city has seen no major changes in the factors so often cited as the "root causes" of crime. Unemployed young men, single-parent families, educational problems, illegal drug use—they all remain. Other cities are now starting to implement policies similar to CompStat, and the preliminary indications are that New York's success is contagious. It's a new chapter for urban life in America.

Mr. Zimring, a professor of law at the University of California, Berkeley, is the author of "The City That Became Safe: New York's Lessons for Urban Crime and Its Control."



City of Cartersville

City Council Meeting
7/5/2012 7:00:00 PM
Fuel Management System

SubCategory:	Bid Award/Purchases
Department Name:	Garage
Department Summary Recommendation:	The city's current Gasboy fueling system is over 15 years old and we have experienced issues with the fueling system not reading the fueling ID cards. Due to the age of the system and the problems we have experienced with it a new system was budgeted. After sending out bids and evaluating the proposals, I recommend we purchase the new fuel management system from Atlanta Petroleum Equipment Company in the amount of \$46,000. The fuel management system will provide a more up to date fueling system that will provide better reporting capabilities and improved tracking of fuel consumption.
City Manager's Remarks:	The current system is antiquated and needs to be replaced. Your approval of the purchase from Atlanta Petroleum Equipment in the amount of \$46,000, is recommended.
Financial/Budget Certification:	This is a FY 2011-12 budgeted item.
Legal:	
Associated Information:	E-verify and SAVE documents are on file.



City of Cartersville

City Council Meeting

7/5/2012 7:00:00 PM

VHF Repeater for Radio System - Water and Gas Department

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	In moving toward being "Narrow Band"compliant as required by the FCC by January 2013, it is necessary to upgrade the VHF repeater presently being shared by the water and sewer department and the gas department. We have a price quote from Coosa Valley Communications, Inc. in the amount of \$8,670.00 for the 100-watt repeater unit, battery, cables, and installation. This vendor is one of a couple that the city has used for a long time to maintain our Public Safety communications system of which our utilities also use to communicate to other personnel in the field. I recommend that the purchase be made from Coosa Valley Communications, Inc. for the 100-watt repeater, battery, cables and installation in the amount of \$8,670.00.
City Manager's Remarks:	This purchase is required because of the federal "narrow banding" requirement that we must comply with by January 2013. The purchase from Coosa Valley Communication is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item and the cost will be split by the water/sewer department and the gas department.
Legal:	
Associated Information:	E-verify and SAVE documents are on file for this vendor as indicated on the 6/21/2012 Agenda for Public Works.



City of Cartersville

City Council Meeting

7/5/2012 7:00:00 PM

Water Treatment Plant Filter Control Air Compressor

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: June 28, 2012 SUBJECT: Water Treatment Plant Filter Control Air Compressor The air compressor for the filter control system at the Water Treatment Plant is in need of replacement. This is the original unit which has been in service since the plant came on line in the early seventies. Price quotes were received from three different suppliers. • Ingersoll Rand \$12,663.00 • Compressor World.com \$13,756.00 • Air Compressor Direct.com \$13,874.99 The Water Department recommends approval of this purchase from Ingersoll Rand, in the amount of \$12,663.00. This work will be paid for from the budget item for maintenance to the Water Treatment Plant.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This work will be paid for from the budget item for maintenance to the Water Treatment Plant.
Legal:	
Associated Information:	E-Verify and SAVE documentation was submitted with the bid and is attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

569860

EEV/Basic Pilot Program* User Identification Number

Philip Samartino
BY: Authorized Officer or Agent
(Contractor Name)

6-28-12

Date

Application Engineer
Title of Authorized Officer or Agent of Contractor

Philip Samartino
Printed Name of Authorized Officer or Agent

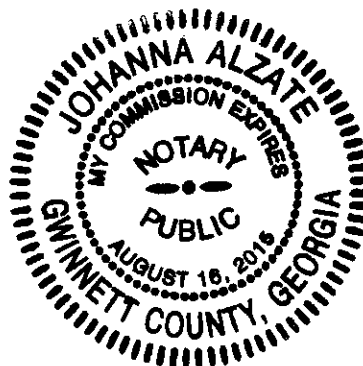
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

28 DAY OF June, 2012

Johanna Alzate
Notary Public

My Commission Expires:

August 16, 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

Philip Samartino

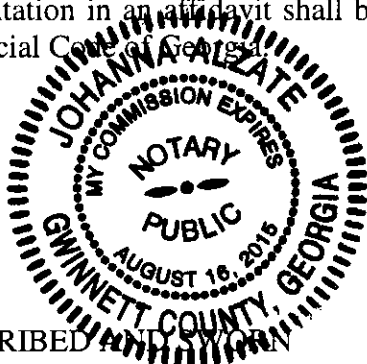
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Ingersoll Rand

[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.



Philip Samartino
Signature of Applicant:

6-28-12
Date

Philip Samartino
Printed Name:

6-28-12

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

23 DAY OF June, 2012

Johanna Allate
Notary Public

My Commission Expires: 8/16/15

*
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien



City of Cartersville

City Council Meeting
7/5/2012 7:00:00 PM
April 2012 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the financial report for April 2012. Also attached is the supplemental financial information report and the cash position report for the same time period.
City Manager's Remarks:	Tom R. will present this information at the Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of April 30, 2012

	FY 2010 - 11 MONTH OF <u>April-11</u>	FY 2011 - 12 MONTH OF <u>April-12</u>	FY 2010 - 11 Year to Date <u>April-11</u>	FY 2011 - 12 Year to Date <u>April-12</u>	100.00% OF BUDGET (Year to Date)
<u>GENERAL FUND</u> <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,761,950	\$1,604,702	\$19,789,293	\$19,666,956	81.45%
EXPENDITURE	\$2,585,332	\$1,601,396	\$19,432,155	\$18,697,705	77.43%
Gen. Fund Net Profit (Loss)	(\$823,382)	\$3,306	\$357,138	\$969,251	
<u>WATER & SEWER</u>					
REVENUE	\$980,512	\$1,025,825	\$10,567,576	\$10,766,824	56.51%
EXPENDITURE	\$948,489	\$1,106,385	\$10,233,623	\$10,351,787	54.33%
Wtr. & Swr. Fund Net Profit (Loss)	\$32,023	(\$80,560)	\$333,953	\$415,037	
<u>GAS</u>					
REVENUE	\$1,876,674	\$1,719,999	\$20,023,729	\$17,570,076	60.91%
EXPENDITURES	\$1,650,562	\$1,252,040	\$18,714,956	\$17,025,593	59.02%
Gas Fund Net Profit (Loss)	\$226,112	\$467,959	\$1,308,773	\$544,483	
<u>ELECTRIC</u>					
REVENUE	\$3,225,265	\$3,489,033	\$33,945,225	\$37,281,385	85.51%
EXPENDITURES	\$3,629,221	\$3,410,532	\$33,424,182	\$35,768,771	82.04%
Electric Fund Net Profit (Loss)	(\$403,956)	\$78,501	\$521,043	\$1,512,614	
<u>STORMWATER</u>					
REVENUE	\$101,102	\$103,313	\$983,135	\$1,021,576	86.50%
EXPENDITURE	\$66,980	\$59,324	\$1,137,318	\$857,933	72.64%
Stormwater Fund Net Profit (Loss)	\$34,122	\$43,989	(\$154,183)	\$163,643	
<u>SOLID WASTE</u>					
REVENUE	\$160,825	\$214,157	\$1,650,139	\$1,667,298	64.43%
EXPENDITURE	\$142,695	\$144,291	\$1,658,104	\$1,815,568	70.16%
Solid Waste Fund Net Profit (Loss)	\$18,130	\$69,866	(\$7,965)	(\$148,270)	
<u>FIBER OPTICS</u>					
REVENUE	\$133,894	\$188,233	\$1,510,112	\$1,391,396	85.99%
EXPENDITURE	\$109,243	\$164,535	\$1,121,157	\$1,068,801	66.06%
Fiber Fund Net Profit (Loss)	\$24,651	\$23,698	\$388,955	\$322,595	

Cash Position	6/30/11	7/31/11	8/31/11	9/30/11	10/31/11	11/30/11	12/31/11
Total Unrestricted Cash Balance	\$9,926,033.63	\$10,145,726.90	\$10,173,855.99	\$10,402,752.04	\$11,490,532.04	\$10,430,103.23	\$9,790,386.70
Total Restricted Cash Balance	\$54,303,771.24	\$52,874,718.85	\$51,914,429.58	\$50,486,885.85	\$52,381,427.98	\$52,251,491.50	\$52,462,966.31
Cash Position	1/31/12	2/28/12	3/31/12	4/30/12	5/31/12	6/30/12	
Total Unrestricted Cash Balance	\$9,218,208.23	\$10,335,797.03	\$11,297,434.74	\$11,877,704.40			
Total Restricted Cash Balance	\$53,723,119.89	\$54,062,334.62	\$53,941,851.04	\$52,319,255.85			

				% of Monthly Totals to Budget
General Fund	Description	Through 4-30-12	FY 2012 Budget	
	Total Revenues	\$19,666,956	\$24,146,955	81.45%
	GO Bond Proceeds from School	\$2,377,677	\$2,568,890	92.56%
	Property Taxes-City Portion Only	\$1,285,652	\$1,289,320	99.72%
	Local Option Sales Tax (LOST)	\$3,691,038	\$4,818,625	76.60%
	Other Taxes	\$5,725,958	\$6,950,240	82.39%
	Building Permit & Inspection Fees	\$59,347	\$45,000	131.88%
	Fines and Forfeitures	\$575,511	\$590,000	97.54%
	Operating Transfers In-City Utilities	\$3,410,964	\$3,776,510	90.32%
	Other Revenues	\$2,540,809	\$4,108,370	61.84%
	Total Expenditures	\$18,697,705	\$24,146,955	77.43%
	Personnel Expenses	\$11,073,299	\$14,377,795	77.02%
	Operating Expenses	\$4,174,445	\$6,139,870	67.99%
	Capital Expenses	\$352,428	\$604,700	58.28%
	GO Bond Proceeds from School	\$2,175,557	\$2,568,890	84.69%
	Debt Pymt - JDA/CBA	\$466,276	\$0	#DIV/0!
	Library Appropriations	\$455,700	\$455,700	100.00%
Water & Sewer Fund	Total Revenues	\$10,766,824	\$19,051,945	56.51%
	Water Sales	\$6,430,523	\$8,132,500	79.07%
	Sewer Sales	\$3,686,366	\$4,292,000	85.89%
	Bond Proceeds	\$0	\$5,000,000	0.00%
	Other Revenues	\$649,935	\$1,627,445	39.94%
	Total Expenditures	\$10,351,788	\$19,051,795	54.33%
	Personnel Expenses	\$2,384,755	\$3,067,295	77.75%
	Operating Expenses	\$2,385,318	\$2,897,170	82.33%
	Capital Expenses	\$724,256	\$6,816,010	10.63%
	Transfer To General Fund	\$2,221,991	\$2,667,940	83.28%
	Debt Payments	\$2,635,468	\$3,603,380	73.14%
Gas Fund	Total Revenues	\$17,570,076	\$28,845,855	60.91%
	Gas Sales	\$16,047,976	\$24,807,545	64.69%
	Gas Commodity Charge	\$968,892	\$1,245,000	77.82%
	Bond Proceeds		\$2,055,000	0.00%
	Proceeds from Capital Leases	\$0	\$32,500	0.00%
	Other Revenues	\$553,208	\$705,810	78.38%
	Total Expenses	\$17,025,594	\$28,845,855	59.02%
	Personnel Expenses	\$1,341,192	\$1,758,845	76.25%
	Operating Expenses	\$443,648	\$816,120	54.36%
	Purchase of Natural Gas	\$12,286,979	\$20,365,910	60.33%
	Transfer to General Fund	\$2,769,206	\$3,295,150	84.04%
	Capital Expenses	\$184,569	\$2,609,830	7.07%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 4-30-12	FY 2012 Budget	
	Total Revenues	\$37,280,562	\$43,600,295	85.51%
	Electric Sales	\$36,088,503	\$42,254,840	85.41%
	Other Revenues	\$1,192,059	\$1,345,455	88.60%
	Total Expenses	\$35,768,770	\$43,600,295	82.04%
	Personnel Expenses	\$1,625,146	\$2,087,265	77.86%
	Operating Expenses	\$1,065,106	\$1,223,745	87.04%
	Purchase of Electricity	\$31,004,403	\$37,588,300	82.48%
	Capital Expenses	\$202,399	\$499,095	40.55%
	Transfer to General Fund	\$1,871,716	\$2,201,890	85.00%
Stormwater Fund	Total Revenues	\$1,021,576	\$1,181,000	86.50%
	Stormwater Revenues	\$1,011,973	\$1,170,000	86.49%
	Other Revenues	\$9,603	\$11,000	87.30%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$857,933	\$1,181,000	72.64%
	Personnel Expenses	\$330,827	\$449,680	73.57%
	Operating Expenses	\$353,953	\$519,690	68.11%
	Capital Expenses	\$173,153	\$211,630	81.82%
Solid Waste Fund	Total Revenues	\$1,667,298	\$2,587,900	64.43%
	Refuse Collections Revenues	\$1,632,988	\$2,060,290	79.26%
	Other Revenues	\$34,310	\$48,200	71.18%
	Proceeds From Capital Leases	\$0	\$479,410	0.00%
	Total Expenses	\$1,815,568	\$2,587,900	70.16%
	Personnel Expenses	\$805,753	\$1,059,505	76.05%
	Operating Expenses	\$730,287	\$1,048,985	69.62%
	Capital Expenses	\$279,528	\$479,410	58.31%
Fiber Optics Fund	Total Revenues	\$1,391,396	\$1,646,900	84.49%
	Fiber Optics Revenues	\$1,216,015	\$1,539,800	78.97%
	GIS Revenues	\$81,125	\$102,500	79.15%
	Other Revenues	\$94,256	\$4,600	
	Total Expenses	\$1,068,801	\$1,646,900	64.90%
	Personnel Expenses	\$467,042	\$531,810	87.82%
	Operating Expenses	\$398,072	\$675,675	58.91%
	MEAG Telecom Statewide Pymt	\$192,722	\$229,415	84.01%
	Capital Expenses	\$10,965	\$210,000	5.22%