



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 – 12/15/2011
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. December 1, 2011 (Page 4-13)

[Attachments](#)

2. December 8, 2011 Special Called Meeting (Page 14-17)

[Attachments](#)

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

1. File ZMA11-01/Z11-05: Zoning map amendment application by City of Cartersville to re-adopt the official zoning map of the city. (Page 18-19)

[Attachments](#)

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

1. File Z11-06: Rezoning application by Tiffany Payne for property located at 254 S. Dixie Avenue from M-U to G-C. (Page 20-31)

[Attachments](#)

D. Resolutions

1. Application for CHIP Down Payment Assistance Grant (Page 32-34)

[Attachments](#)

E. Discussion

1. Cartersville/Bartow Community Garden (Page 35-64)

[Attachments](#)

F. Other

1. Authorization to Request 2012 "Less Developed Census Tract" Extension (Page 65-68)

[Attachments](#)

G. Contracts/Agreements

1. Croft and Associates Regarding ADA Compliance (Page 69-76)

[Attachments](#)

2. Energy and Environment, LLC for Lighting Retrofit (Page 77-81)

[Attachments](#)

H. Bid Award/Purchases

1. Georgia Highlands Gas Main Installation (Page 82-86)

[Attachments](#)

2. Rescue Equipment Package (Page 87-89)

[Attachments](#)

3. Drainage Structure Repairs West Avenue/Etowah Drive (Page 90)

[Attachments](#)

4. Asset Management Software for Water Department (Page 91-93)

[Attachments](#)

5. Valve for Water Treatment Plant (Page 94-96)

[Attachments](#)

I. Change Order

1. Automated Controls at Water Pollution Control Plant (Page 97)

[Attachments](#)

J. Monthly Financial Statement

1. October 2011 (Page 98-102)

[Attachments](#)



City of Cartersville

City Council Meeting
12/15/2011 7:00:00 PM
December 1, 2011

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 December 1st regular meeting of the City Council have been compiled and reviewed by staff. They are now recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
December 1, 2011
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tate

Pledge of Allegiance led by Council Member Stepp

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

II. Regular Agenda

A. Council Meeting Minutes

1. November 17, 2011

A motion to approve the November 17, 2011 minutes as presented was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

B. Second Reading of Ordinances

1. Amendment to Alcohol Ordinance Regarding Sunday Package Sales

Randy Mannino, Planning and Development Director stated that on Tuesday, November 8, 2011 the citizens of Cartersville voted to allow Sunday Sales for package stores. This amendment to the Alcohol Ordinance is required to allow Sunday Sales for Package from 12:30 p.m. to 11:30 p.m., which differentiates between pouring and package Sunday Sales. This ordinance deletes Section 4-180 in its entirety and defines the hours of operation for Package Outlets. Mr. Mannino stated that there had been no changes since the first reading and recommended approval.

A motion to approve Ordinance No. 23-11 was made by Council Member Stepp and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 23-11

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 4. ALCOHOLIC BEVERAGES.** is amended as follows:

1.

ARTICLE I. In General. Division 1. Generally Section 4-1. Definitions is hereby amended by adding the following:

“Sunday Sales License means pouring license or license to sell by the drink malt beverage and wine and/or distilled spirits on Sundays.”

2.

ARTICLE I. In General. Division 2. Regulation of Establishments. Sec. 4.9 Sale Unlawful at Certain Times. is hereby amended by deleting said section it is entirety and replacing it as follows:

“Sec 4.9. Sale Unlawful at Certain Times. It shall be unlawful for any person to sell any malt beverage and wine and distilled spirits on any Christmas Day or on any day prior to 6:00 a.m. or after 12:00 p.m., unless specifically provided for herein. Additionally, it shall be unlawful for any person to sell by package distilled spirits on Thanksgiving Day.”

3.

ARTICLE IV. Caterers. Sec 4-180. Sunday Sales is deleted in its entirety and replaced as follows:

“Sec. 4-180 Reserved.

4.

ARTICLE II. Licensing Requirements. Division 5. Hours of Operation Sec 4-121. Package Outlets is hereby amended by deleting it in its entirety and replacing it as follows:

“Sec. 4-121. Package Outlets

(a) Distilled Spirits. No retailer shall be in his place of business, or open his place of business, or furnish, sell or offer for sale any distilled spirits at any of the following times:

- (1) At any time on Thanksgiving or Christmas Day; or
 - (2) At any time in violation of an ordinance or regulation or of a special order of the mayor and city council; or
 - (3) On Monday through Saturday before 8:00 a.m. or after 11:45 p.m.; or
 - (4) On Sunday before 12:30 p.m. or after 11:30 p.m.
- (b) Malt beverage and wine. It shall be unlawful for any person to sell or serve any malt beverage and wine at any of the following times:
- (1) At any time on Christmas Day; or
 - (2) On Monday through Saturday prior to 8:00 a.m. or after 12:00 p.m.; or
 - (3) On Sunday before 12:30 p.m. or after 11:30 p.m.
 - (4) Additionally, package wine outlets may not serve after 9:00 p.m. on any day.

5.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of November 2011.

Second Reading and Adoption this the 1st day of December 2011.

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

ATTEST:

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

2. Amendment to Alcohol Ordinance Regarding “Growlers”

Randy Mannino, Planning and Development Director stated that the Alcohol Control Board had approved a request to add Growlers as an allowed use to the Alcohol Ordinance. Mr. Mannino explained that a beer growler allows the customer to buy beer in a 64 ounce bottle that is filled from the keg at the store and sealed for freshness. This type of sale allows the customer

to purchase fresh and sometimes rare beers from the keg in a reusable jug at a cheaper price. Mr. Mannino stated that there had been no changes since the first reading and recommended approval.

A motion to approve Ordinance No. 24-11 was made by Council Member McDaniel and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 24-11

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 4. ALCOHOLIC BEVERAGES.** is hereby amended as follows:

1.

Article I. In General. Division 2. Regulation of Establishment. Sec 4-18. Container Limitations is hereby amended by adding a new paragraph (d) as follows:

“The sale of Growlers, in compliance with this Ordinance is authorized for package outlets, authorized to sell alcoholic beverages, excluding distilled spirits, by the package. Furthermore, the filling of Growlers by means of tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26. The term ‘Growler’ shall mean a glass bottle not to exceed 64 ounces that is filled by a licensee or employee of a package outlet with beer from a keg. Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler. Only professionally sanitized and sealed Growlers may be filled and made available for retail sale. Every customer who purchases a Growler shall, at the time of the purchase, be provided written documentation by the licensee regarding the open containers laws of the state and City of Cartersville.”

2.

Article I. In General. Division 1. Generally Sec 4-1 Definitions is hereby amended by deleting the definition of *Package* in its entirety and replacing it with the following:

“*Package* means distilled spirits, wine or malt beverages sold, offered or stored including but not limited to kegs, bottles, growlers, can, or other original consumer container for sale at retail in sealed containers, not for opening or consumption upon the premises of the package outlet.”

3.

Article I. In General. Sec 4-1 Definitions is hereby amended by adding the following definition to said section.

“Growler means a glass bottle not to exceed 64 ounces that is filled by a licensee or employee of a package outlet with beer from a keg.”

4.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of November 2011.

Second Reading and Adoption this the 1st day of December 2011.

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

ATTEST:

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

C. Contracts/Agreements

1. Health Insurance Renewal with United Health Care

Dan Porta, Assistant City Manager stated that this is the annual renewal of the Employee Health Insurance. Mr. Porta stated that he had consulted with Shaw-Hankins and after reviewing all the options for insurance coverage, United Health Care came in with a 7% increase in cost. Mr. Porta stated that the cost to the employee; benefit level, and coverage will remain the same as last year and this year will include the option for Mayor and Council to sign up for coverage. Mr. Porta stated that this will be the reinsurance of ACC Life as well and recommended approval.

A motion to approve the United Health Care Renewal including the reinsurance of ACC Life Insurance and include the option for the Mayor and Council to enroll in the health insurance plan was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

2. UNUM Insurance Agreement for Critical Illness Benefits

Mr. Porta, Assistant City Manager stated for several years city employees have been given the option to purchase voluntary cancer and accident insurance coverage through AFLAC Insurance. Every few years staff looks over other companies voluntary policies to compare premiums and insurance coverage. For 2012, Mr. Porta recommended that UNUM Insurance be offered to city employees as the voluntary cancer and accident insurance policy. Mr. Porta stated that the insurance premiums are lower than AFLAC Insurance with very comparable coverage levels.

A motion to approve the UNUM Insurance Agreement was made by Council Member Stepp and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

D. Bid Award/Purchases

1. Grit Collector Rehabilitation

Ed Mullinax, Assistant Water Superintendent stated that bids were accepted for labor and material to rehab one of two grit collector units at the waste water treatment plant. Mr. Mullinax stated that in order to get the best price they had to split the equipment purchase between two vendors and recommended awarding A&D Contracting for labor plus 57% of materials in the amount of \$40,275.00 and Allied Industries for 43% of the material in the amount of \$10,990.48.

A motion to approve agreements with A&D Contracting and Allied Industries was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there were some items that needed to be added to the agenda. A motion to add these items to the agenda was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

E. Added Item

1. Emergency Water Main Extension on Indian Mounds Road

Ed Mullinax, Assistant Water Superintendent stated that these two contract agreements are for the material purchase and installation of the water main extension on Indian Mounds Road. Mr. Mullinax stated that this is an emergency replacement of the water main to correct problems with water service to the Bow and Arrow Mobile Home Park and other customers in the area of South Indian Mounds Road. This project will consist of an 8-ince main beginning at Glen Cove Road and will include fire hydrants and meter settings. Bids were received for materials and installation and Mr. Mullinax recommended the low bid for materials from HD Supply Waterworks, LTD in the amount of \$99,639.65 and the low bid for installation from C&L Contractors, Inc. in the amount of \$26,101.00.

A motion to approve both HD Supply Waterworks, LTD and C&L Contractors, Inc. was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

2. Resolution to Call for Special School Board Election

Connie Keeling, City Clerk stated that an election would need to be held to fill the vacancy of the School Board Ward 1 which was previously held by the late Michael Dean. Mrs. Keeling stated that due to time constraints with state regulations this needed to be added to the agenda so that it could be in the newspaper 90 days in advance of the Presidential Preference Primary to be held on March 6, 2012 and recommended approval of the resolution.

A motion to approve Resolution No. 30-11 was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

Resolution No. 30-11

Resolution calling for a special election to be held in City of Cartersville School Board Ward 1 to fulfill the unexpired term of the Honorable Michael Dean.

WHEREAS, The City of Cartersville, Georgia (hereinafter referred to as the "City") is a municipality duly formed and existing pursuant to Georgia law; and

WHEREAS, the General Assembly of the State of Georgia has enacted legislation authorizing the City to conduct special elections upon the vacancy of an elected official pursuant to O.C.G.A. § 21-2-504 and in a manner authorized under O.C.G.A. § 21-2-540; and

WHEREAS, the City of Cartersville, Georgia at the time of Mr. Dean's death already had one appointed member on the School Board fulfilling a vacancy pursuant to City of Cartersville Code Section 5.05; and

WHEREAS, the second vacancy pursuant to O.C.G.A. § 21-2-504 and City of Cartersville Code Section 5.05 requires the City of Cartersville to conduct a special election to fulfill Mr. Dean's School Board Ward 1 unexpired term; and

WHEREAS, the other vacancy was covered by the election on November 8, 2011 of the Honorable Pat Broadnax, whose term commences in January, 2012; and

WHEREAS, the Cartersville School Board has requested the City of Cartersville conduct a special election to fulfill the unexpired term for the School Board Ward 1 seat.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Cartersville, Georgia by the lawful authority vest in them, a special election to fill the vacant School Board Ward 1 seat be held as required by law and the election Superintendent shall issue the call and shall conduct said election on a date and in the manner authorized under O.C.G.A. § 21-2-540, and any other applicable laws, if any. Said election is anticipated to be March 6, 2012, and said call is to be substantially in the form attached hereto as Exhibit "A".

BE IT AND IT IS HEREBY RESOLVED this 1st day of December, 2011.

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

ATTEST:

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

3. Purchase of Additional Recycling Containers

Bobby Elliott, Public Works Director stated that the response to his recycle program had been so good that he needed to order additional containers. To date Mr. Elliott has had 340 customers to sign up for the recycle program and he was afraid he would not have enough containers to service the customers. Mr. Elliott asked to order an additional 1000 containers from Otto-USA at the original low bid price of \$35.00 each plus freight of \$650.00; a total of \$35,650.00 for the additional order.

A motion to approve the purchase of additional Recycle Carts from Otto-USA was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously.

F. Public Hearing

1. Appeal Requested by Tarascos Tacos and Wings

Mayor Santini stated that he had received a request from Tarascos Tacos and Wings to appeal the decision of council concerning the \$2,500.00 fine and 3-year probation.

Mayor Santini opened the floor for a public hearing. Vanessa Cabannas came forward and asked the council to reconsider the length of probation on her restaurant. Ms. Cabannas stated that this is the first violation that any of her restaurants had received and that they had replaced both the manager and employee who were involved in the violation. With no further comments Mayor Santini closed the public hearing.

A motion to reduce the probation from three (3) years to one (1) year and authorize a refund of 2/3 of the \$2,500.00 fine with Tarascos paying the balance of \$1666.00 to the City in two equal payments due on January 2 and February 2, 2012 in the amount of \$833.00 each was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried 4-0-1 with Council Member Tonsmeire abstaining.

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
12/15/2011 7:00:00 PM
December 8, 2011 Special Called Meeting

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	The minutes for the Special Called City Council Meeting of December 8th have been compiled and reviewed by staff. Your approval of the minutes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
Special Called Meeting
December 8, 2011
4:00 P.M

I. Opening Meeting

Invocation - Mayor Santini asked for a moment of silence.

Pledge of Allegiance led by Mayor Santini

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

II. Regular Agenda

A. Discussion

1. Review of Electric Cost of Service Study

David Myers, Electric Superintendent stated that due to a wholesale cost increase he had request a cost of service study to determine the new electric rates for 2012.

Steven Jackson with MEAG Power came forward and gave a review of projected power costs and the factors that have initiated these projections. Mr. Jackson stated that there were three basic factors fueling the rates for 2012.

- Fuel Costs – With Coal up 6% Annually; Gas up 7% Annually and Nuclear costs up 6% Annually
- Environmental Compliance – any new environmental regulations have not been calculated into this study but all current regulations have been.
- Market Sales – Market Sales were down due to the economy

John Lansing with Electric Cities of Georgia (ECG) stated that the City of Cartersville has had the same base rate for the past six (6) years and with the proposed increase the City Electric Rates will still be less than the competition. Mr. Lansing suggested dropping the PCA to zero and increasing the rates as shown in the cost of service study presented to council.

Mayor Santini opened the floor for comments and Steven Castracane with Linde Gas and Mike Staed with Anheuser Busch both came forward for comments on the rate change. Mayor Santini thanked all parties for their comments and recommended that Mr. Myers forward this

information to all council members and concerned parties present.

B. Other

Mayor Santini stated that the next item was necessary due to a mistake made at the December 1, 2011 City Council Meeting. Mayor Santini stated that “this Veto action was done in concert with council and not in conflict with council. Council was notified and in agreement with this veto before it was filed”. Mayor Santini further stated that “this was not a mistake that was caused by a lack of ethics, as a lack of respect for the responsibilities of elected office, or out of a lack of love for the City of Cartersville. It was simply a mistake.” With that being said Mayor Santini proceeded to the next item.

1. Consideration of Mayor’s veto of Council action taken on December 1, 2011 as related to renewing of Health Insurance, specifically with regards to City Council Coverage.

Mayor Santini stated that this veto is to correct the motion from the December 1, 2011 meeting pertaining to the inclusion of city council members to be covered under the health insurance plan. David Archer, City Attorney stated that council has two choices, to either accept the veto or override the veto; however it takes 5 votes by council to override a Mayor’s Veto and there were only four council members present at this meeting.

A motion to confirm (or accept) the Veto was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

VETO

Pursuant to City of Cartersville, Georgia Charter Section 2.05, I, as Mayor of the City of Cartersville, Georgia hereby veto the order and/or resolution of the City of Cartersville, Georgia City Council resulting in the renewal of the health insurance with Untied Health Care and any and all related matters included in said action of the City Council passed by Motion, Second, and vote thereon during the City Council Meeting on December 1, 2011.

This the 5th day of December 2011.

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

ATTEST:

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

2. Consideration of Employee Health Insurance

Mayor Santini stated that since renewals are taking place this week the Employee Health Insurance needed to be approved. Mayor Santini asked that the council approve the renewal of the policy with United Health Care and to accept the 15/12 option on the insurance.

A motion to renew the policy with United Health Care and accept the 15/12 option on the insurance was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

A motion to adjourn the meeting was made by Council Member Tonsmeire 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

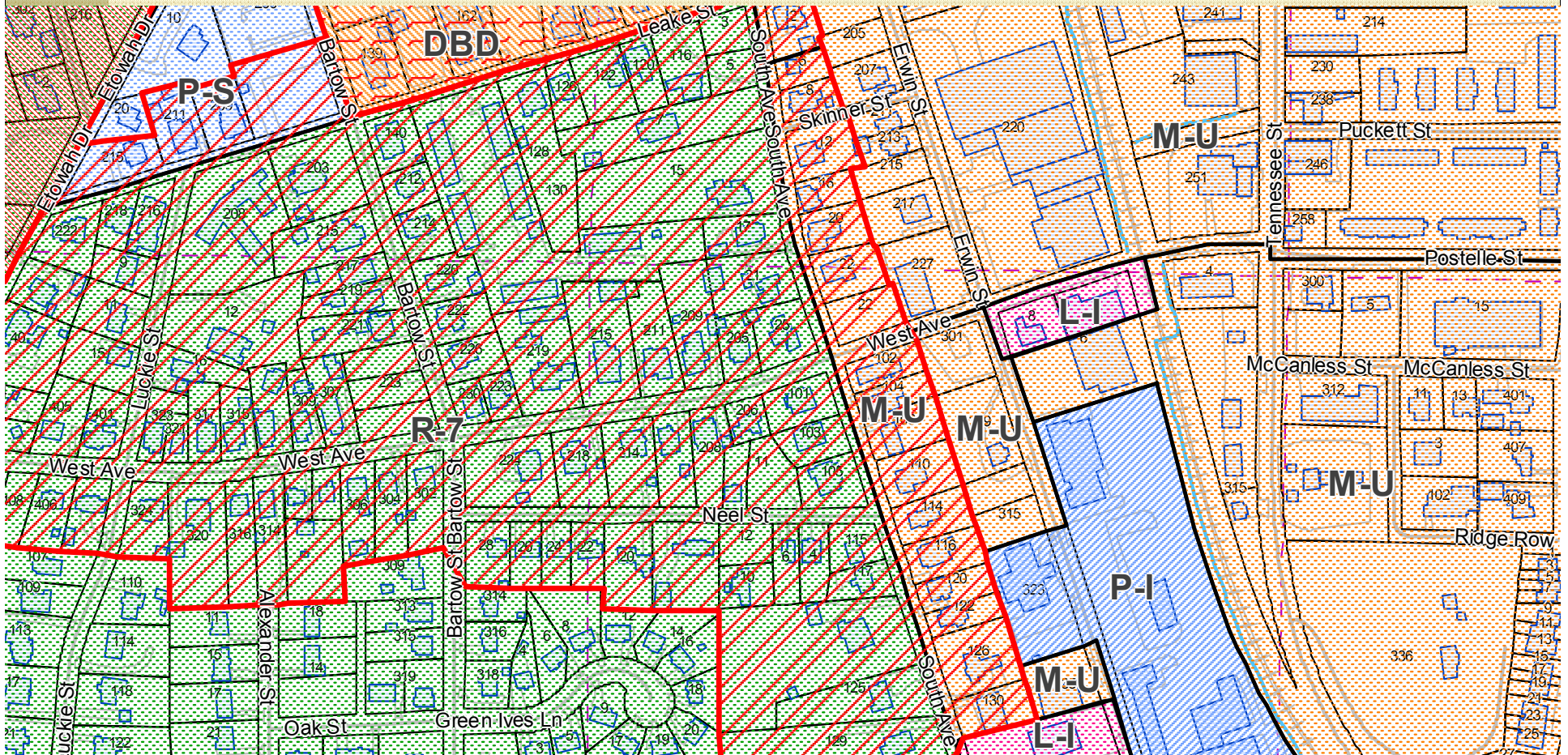
12/15/2011 7:00:00 PM

File ZMA11-01/Z11-05: Zoning map amendment application by City of Cartersville to re-adopt the official zoning map of the city

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	In September of 2010 the City of Cartersville re-adopted the official zoning map as part of an overall overhaul of the zoning ordinance. At that time staff announced our intention to do annual adoptions of said map in order to keep it current with recent rezoning and annexation case information/activity. This also provides for more accurate and up to date information for the public. This proposed map amendment will serve a dual purpose. In addition to the annual case updates, Council has requested the opportunity to consider amending a portion of the map along the east side of South Avenue between Leake Street and Cook Street by changing the zoning from Multiple Use (M-U) to Residential (R-7), to try and maintain consistency with the west side of South Avenue, as well as the majority of the residential Olde Town historic neighborhood. Staff has actually prepared two maps for Councils consideration (said full size maps will be on display in Council Chambers). One with only the recent updates (re-zonings, annexations, etc.). The other includes the updates and changes to 15 (15 of 18) individual parcels along the east side of South Avenue to R-7, as opposed to the existing M-U zoning, for reasons described above. All 15 property owners have been notified.
City Manager's Remarks:	Approval of the map is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



East side of South Ave case ZMA11-01 / Z11-05





City of Cartersville

City Council Meeting
12/15/2011 7:00:00 PM

File Z11-06: Rezoning application by Tiffany Payne for property located at 254 S. Dixie Avenue from M-U to G-C

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning & Development
Department Summary Recommendation:	The subject tract is located at 254 S. Dixie Avenue, near the intersection with South Bridge Drive. The property includes a structure originally built as a single-family residence in approximately 1950. The applicant seeks to rezone the property from M-U (Multiple Use) to G-C (General Commercial) to allow for the structure to be used as an auto broker office . Planning Commission recommended approval with the following conditions: 1) No storage of vehicles on site; and 2) No auto repair on site.
City Manager's Remarks:	Your approval of this rezone is recommended for approval by the Planning Commission with conditions.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z11-06**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Tiffany Payne**
Representative: **Same as applicant**
Property Owner: **Rose Brown (mother of applicant)**
Property Location: **254 S. Dixie Ave (near intersection with South Bridge Dr)**
Access to the Property: **S. Dixie Ave**

Site Characteristics:

Tract Size: Acres: **0.21 acres** District: **4th** Section: **3rd** LL(S): **529**
Ward: **4** Council Member: **Lindsey McDaniel**

LAND USE INFORMATION

Current Zoning: **M-U (Multiple Use)**
Proposed Zoning: **G-C (General Commercial)**
Proposed Use: **Allow for autobroker office.**
Current Zoning of Adjacent Property:
North: **M-U (Multiple Use)**
South: **M-U (Multiple Use)**
East: **G-C (General Commercial)**
West: **M-U (Multiple Use)**

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 tract is located at 254 S. Dixie Avenue, near the intersection with South Bridge Drive. The property includes a structure originally built as a single-family residence in approximately 1950. The applicant seeks to rezone the property from M-U (Multiple Use) to G-C (General Commercial) to allow for the structure to be used as an auto broker office.

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 commercial development 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 property across US 41 is zoned G-C, and property just north at the intersection with Postelle St (Wynn GMC Buick) is also 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 (multiple use) the property may have a reasonable, if limited in scope for medium commercial, economic use for this property having frontage on the four-lane arterial US highway.
- 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 industrial 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 based on possible environmental factors related to industrial use.
- 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 Joe Frank Harris Parkway (US Highway 41) will continue to occur and evolve in this high-traffic arterial thoroughfare in the City limits. In addition, the Future Development Map of the comprehensive plan envisions a corridor of high use properties on both sides of the road. These factors could give supporting grounds for a change in commercial zoning from medium use (M-U) to high use (G-C).

STAFF RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

Approval with the following conditions:

1. No storage of vehicles on site.
2. No auto repair on site.

Application for Rezoning

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

Application Number 211-06

Hearing Dates 12-6-11

-RO Paid total
\$450
Fee and legal

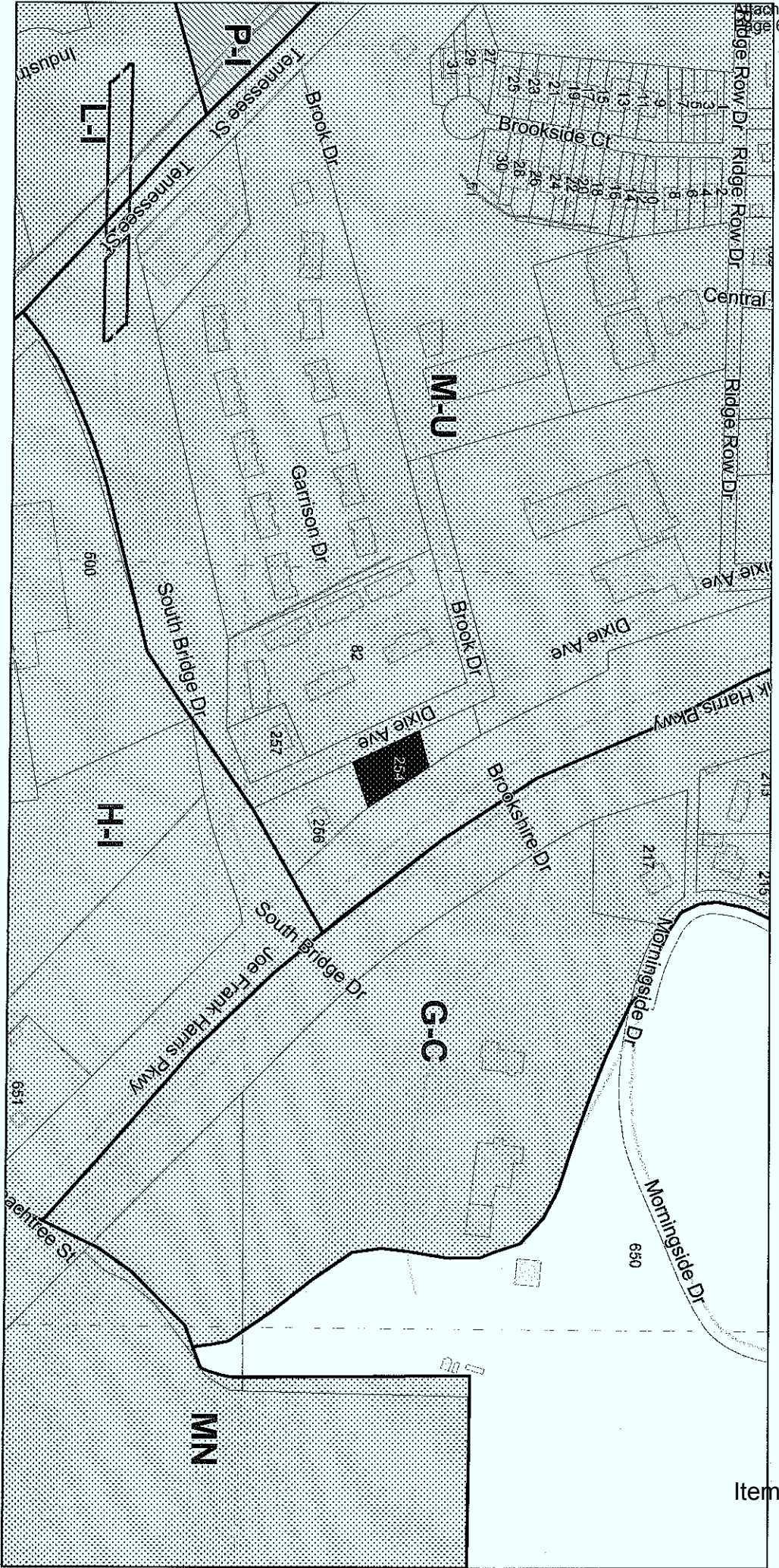
Applicant <u>Tiffany Payne</u> (applicant's printed name)		Business/Cell Phone <u>770-298-4258</u>	
Address <u>45 Brettway, SE</u>		Home Phone <u> </u>	
City <u>Cartersville</u>	State <u>GA</u>	Zip <u>30121</u>	Email <u>tiffanysbizsales@gmail.com</u>
Phone <u>Same</u>		Fax # <u> </u>	
(Representative's printed name (if other than applicant))			
Representative's signature <u>[Signature]</u>		Applicant's signature <u>Tiffany Payne</u>	
Signed, sealed and delivered in presence of: <u>[Signature]</u> Notary Public <u>BARTOW COUNTY, GA</u>			
My commission expires: <u>6-2014</u>			

Titleholder <u>Rose Brown</u> (titleholder's printed name)		Business <u> </u>		Home <u>678-231-8045</u>	
*attach additional notarized signatures as needed on separate application page		Address <u>660 SR 20 Spur, SE</u> <u>Cartersville, GA 30121</u>			
Signature <u>[Signature]</u>					
Signed, sealed and delivered in presence of: <u>[Signature]</u> Notary Public <u>BARTOW COUNTY, GA</u>					
My commission expires: <u>6-20-14</u>					

Present Zoning District(s) <u>M-U</u>		Requested Zoning <u>GC</u>	
Acreage <u>0.21</u>	Land Lot(s) <u>529</u>	District(s) <u>4</u>	Section(s) <u>3</u>
Location of Property <u>254 S. Dixie Avenue, 2 blocks south of Wynn Pontiac</u> (street address, nearest intersections, etc.) <u>at Postelle St. & Hwy 41 South (JFH Perry)</u> <u>1 block south of Quality Inn & Brook Drive</u>			
Reason for requested Rezoning: <u>use as an autobroker is not acceptable for M-U</u> (attach additional statement as necessary) <u>must have zoning approval prior to receiving dealer license</u> <u>as general commercial according to planning & development</u>			

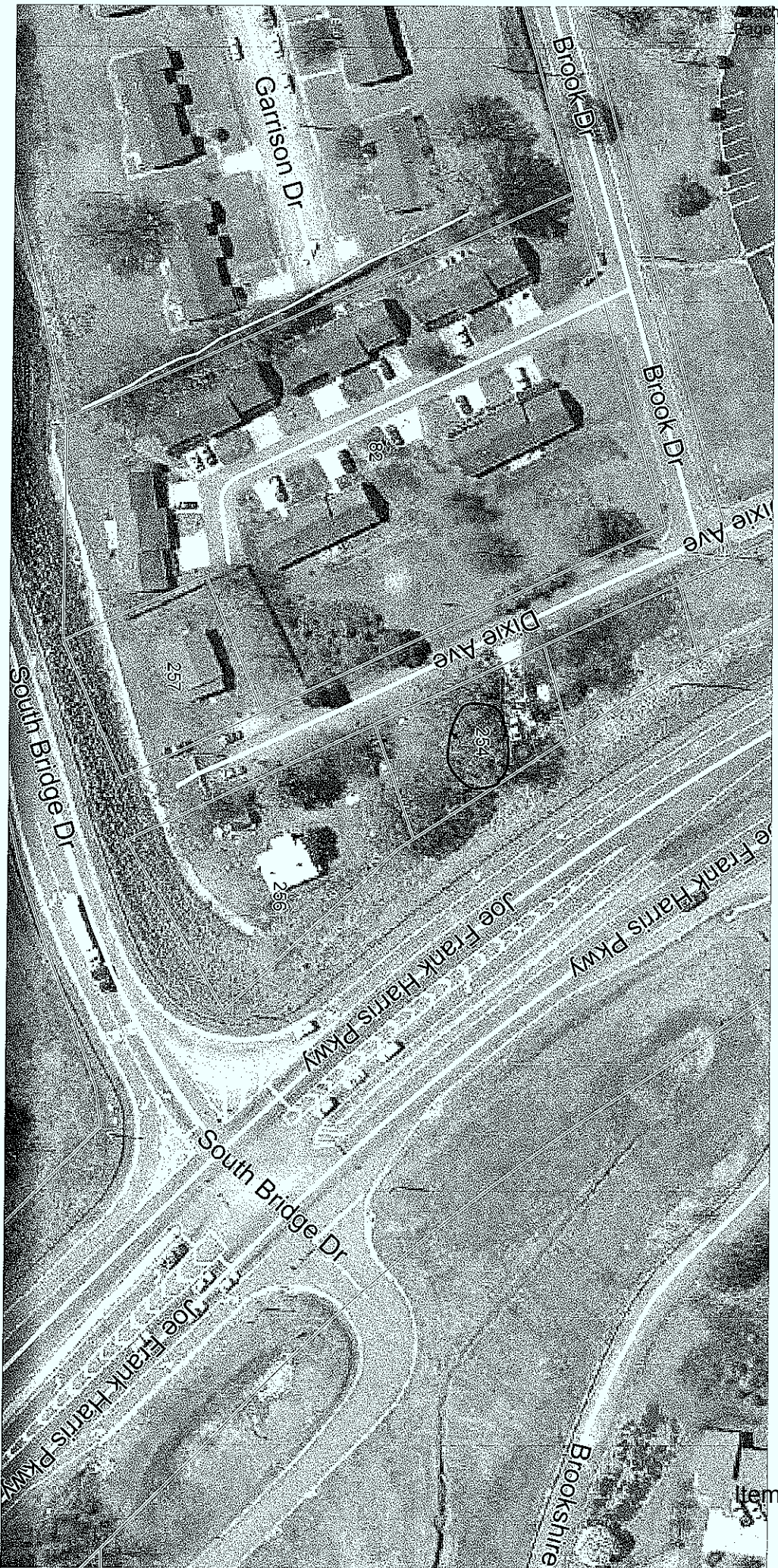
Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.

254 S. Dixie Ave - rezoning case Z11-06



254 S. Dixie Ave - rezoning case Z11-06

Attachment number 1
Page 7 of 11



Item # 4



254 S. Dixie Ave
case Z11-06



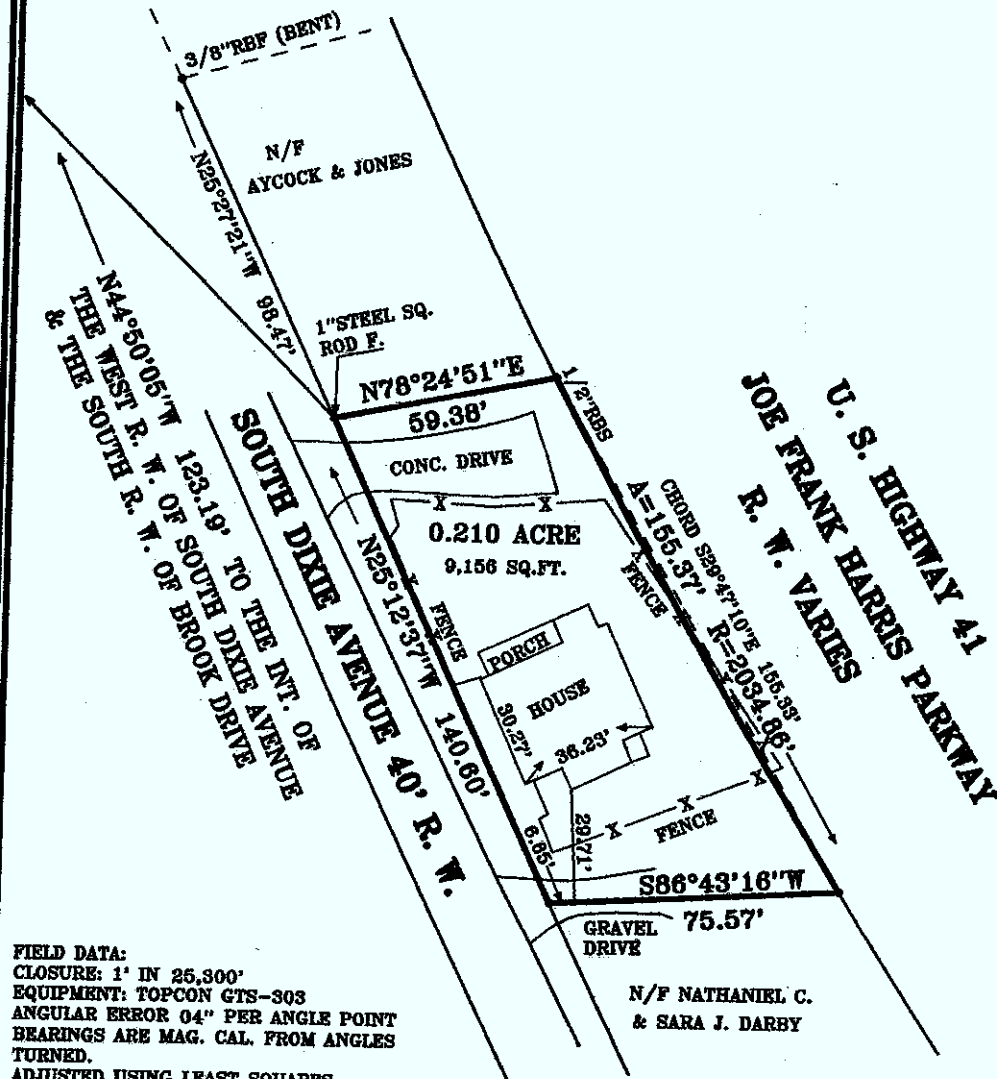
SURVEYED FOR

ROSE BROWN

IN LAND LOT 529, 4TH. DISTRICT, 3RD. SECTION,
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

DATE OF PLAT 11-09-2011 SCALE 1" = 40'

DATE OF FIELD WORK 11-07-2011, 11-08-2011, 11-09-2011



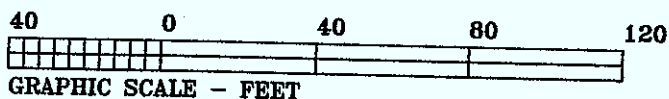
FIELD DATA:

CLOSURE: 1' IN 25,300'
EQUIPMENT: TOPCON GTS-303
ANGULAR ERROR 04" PER ANGLE POINT
BEARINGS ARE MAG. CAL. FROM ANGLES
TURNED.
ADJUSTED USING LEAST SQUARES
PLAT CLOSURE 1' IN 100,000'

N/F NATHANIEL C.
& SARA J. DARBY

**"FEMA FLOOD HAZARD MAP" 13015C0266G
DATED SEPTEMBER 28, 2007, SHOWS THIS
PROPERTY OUT OF FLOOD ZONE.**

NOTE: THIS PLAT IS MADE FOR THE SOLE USE AND BENEFIT OF THE PERSON OR PERSONS NAMED HEREON. THIS FIRM ASSUMES NO LIABILITY TO PERSONS NOT NAMED HEREON AND ANY USE BY UNNAMED PARTIES WILL BE DONE AT THEIR OWN RISK.



KNIGHT & KNIGHT LAND SURVEYORS, LLC
116 CENTER ROAD
CARTERSVILLE, GEORGIA 30121
TELEPHONE (770) 382-7975
or (770) 382-5525

In order to become a used car broker or wholesaler I must obtain my used auto dealer license thru the state of Georgia. Zoning must be signed off as approved for such use. Thus the request to change zoning to General Commercial, I have no intention of housing a car lot at this location. It is not visible from any main street or highway. My business will be run thru the internet and at auto auctions. No mechanic will be on site, nor will there be any junk or wrecked cars on site. It will not be an eye sore or environmentally hazardous to the surrounding areas.

My mother purchased this property with life insurance funds from my father passing and turned it into a rental property. It has been rented for the last year but barely paid the property tax and insurance as a residential rental. Those tenants vacated the premises in October.

Since her purchase in May 2009, she has improved every aspect of this property, inside and out. We have an amicable relationship with the neighbors and do not feel they will object to this rezoning as it should also increase their value if they decide to sell in the future.

It will make a lovely office setting for my auto broker business and will provide our family with a more valuable asset and the city with income from a new business.

Thank You

Tiffany Payne (Applicant)

Rose Brown (Property Owner)



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 # **Z11-06**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

Tiffany Payne has made a rezoning request on the following property: Approximately 0.21 acres located at 254 S. Dixie Avenue in the 4th District, 3rd Section, Land Lot 529 from M-U to G-C.

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
12/15/2011 7:00:00 PM
Application for CHIP Down Payment Assistance Grant**

SubCategory:	Resolutions
Department Name:	Planning and Development
Department Summary Recommendation:	FY2012 CHIP Program Summary For the Cartersville City Council: Grant Amount: \$300, 000 plus 2% for administrative cost for a total of \$306,000. The City of Cartersville will provide First-Time Home Buyer Down Payment and Closing Cost Assistance to 25 low income families, as defined by DCA eligibility criteria for Bartow County (below \$57,450 for a family of four), with a maximum of up to \$10,000.00 in CHIP funding. ("First-Time Home Buyer" as defined by HUD is "a household purchasing a unit who does not have a present ownership interest and has not had an ownership interest in a home used as his or her principal residence in the three (3) years prior to closing on the Second Mortgage loan.) It is proposed that the average family size will be four (4), thus making the total targeted number of individuals to be served 100. Leveraged funds will come from the financial partners that have agreed to provide first mortgage funds to complete the purchase of home sales. These financial partners in the past have included: • Bartow County Bank • Wells Fargo • Pine State Mortgage Specific partners for this application are still being determined. In addition to the financial partners, the City will partner with an administering agency (in past program cycles this has been the Etowah Area Housing Authority's Non-Profit entity, the Housing and Development Corporation of Bartow County [the Non-Profit]. It is likely that they will once again serve as administrator, but a formal procurement process must be followed). The Non-Profit will provide mandatory home-ownership, pre-purchase counseling that will be required for each applicant for CHIP Down Payment Assistance. The Non-Profit, under the direction of the City Planning and Development Department, will be the lead

	administrative agency for the CHIP program along with the Bartow County Grantwriting Department. Other integral partners in this program will be the builders and realtors who will assist the city in identifying CHIP eligible housing within the city limits. Overall administrative authority for this project will be vested in the City of Cartersville through its Planning and Development Department. Day to day operation of most project administrative activities will be delegated by the City to the Non-Profit, which will receive all budgeted administrative funding and per unit deliverable allowances. In support of the Non-Profit, the City will look to the Bartow County Grant Writing Department to provide needed assistance. CHIP funds will be used to provide down payment assistance and a portion of closing costs not to exceed \$10,000.00 per housing unit. The key element is that no more than \$10,000.00 per home will be available through CHIP funding and that only the amount needed to provide GAP financing in conjunction with the first mortgage lender will be provided. CHIP Applicants will have to sign off on certifications verifying the accuracy of income data used to document their eligibility to participate. The Non-Profit also will work with lending institutions and real estate agents to locate and secure existing homes eligible for CHIP use. In order to apply for funding, the City of Cartersville must provide a Resolution detailing the proposed program activities, the number of households to be served, the targeted population groups to be served (if any), and the amount of funds requested. In addition to this, the City of Cartersville must pay an application fee by submitting a check in the amount of \$250.00 made out to GHFA, which stands for Georgia Housing and Finance Authority, along with the application.
City Manager's Remarks:	Because the deadline for this application is December 15th the Mayor will sign the resolution to accommodate that deadline and your approval is requested retro-actively. Knowing that you have approved this in the past we recommend your approval of this item as outlined.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, REQUESTING UP TO \$306,000 COMMUNITY HOME INVESTMENT PROGRAM (CHIP) GRANT FOR THE DEVELOPMENT OF AFFORDABLE HOUSING OPPORTUNITIES THAT WILL BENEFIT LOW AND MODERATE INCOME FAMILIES, INCLUDING FIRST-TIME HOMEBUYER DOWN PAYMENT AND CLOSING COST ASSISTANCE TO 25 LOW INCOME FAMILIES WITH A MAXIMUM OF UP TO \$10,000 IN DIRECT CHIP FUNDING PER FAMILY.

WHEREAS, the Georgia Department of Community Affairs is Authorized to Make Grants to Non-Urbanized Areas for the Purpose of Community Improvements.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cartersville herein referred to as the "Applicant",

1. That Matt Santini in his official capacity as Mayor is authorized to execute and file an application on behalf of the Applicant, a city government, with the Georgia Department of Community Affairs,
2. That the Mayor is authorized to execute and file such applications and assurances or any other documents required by the Georgia Department of Community Affairs,
3. That the Mayor is authorized to execute a grant contract agreement on behalf of the Applicant with the Georgia Department of Community Affairs,
4. That the City of Cartersville while making application to or receiving grants from the Georgia Department of Community Affairs will comply with state and federal statutes, regulations, executive orders and administrative requirements as required by said agencies.

Adopted this the 15th day of December 2011.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____

City Clerk



City of Cartersville

City Council Meeting
12/15/2011 7:00:00 PM
Cartersville/Bartow Community Garden

SubCategory:	Discussion
Department Name:	City Manager's Office
Department Summary Recommendation:	A proposal was submitted for Council consideration for partnering with other community organizations in the development of a community garden. The draft proposal is attached in part for your review. The pages that were omitted were Internet downloads supporting the idea of community gardening and reviewing possible resources if approved. The proposal will be available in it's entirety at the work session and City Council meeting.
City Manager's Remarks:	Several communities in the Atlanta metro area have community gradens. This proposal has been looked over by Public Works Director Bobby Elliott. This is proposed for the property that the City purchased on Old Mill Rd. last year. If approved, the plan calls for the garden being put in place in the Spring of 2012.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cartersville/Bartow Community Garden

Bartow Community Garden Association

A Georgia 501 C-3 Corporation

BartowCommunityGarden@gmail.com

Organizer

Dennis Collier

680 Douthit Ferry Road

Suite 102

Cartersville, Georgia 30120

770-386-7241

DWC1945@gmail.com

Table of Contents

I. Motto	Page 3
II. Mission Statement	Page 3
III. Purpose	Page 3
IV. Executive Summary	Page 4
V. Goals	Page 4
VI. The Impact of Community Greening	Page 5
VII. Organizational Summary	Page 6
VIII. Start Up Summary	Page 8
IX. Community Partners	Page 9
X. Marketing Strategy	Page 11
XI. Financial Summary	Page 12
XII. Start Up Budget	Page 13
XIII. Appendages	Page 14
A. Starting a Community Garden	Page 14
B. Research on Community Greening	Page 21
C. Money for Community Gardens	Page 28
D. Guidelines and Policy Agreement	Page 35

Motto:

“Growing in God’s Garden, Nurturing Our Community”

Mission Statement:

To provide an area for a community garden for the citizens of our community to grow and harvest produce and flowers for the needy of our community, for families that do not have the space for a garden, and to provide our youth with the opportunity learn and be a part of community greening.

Purpose Statement:

The objective of the community garden is to provide an agricultural garden for the citizens of Cartersville and Bartow County. To provide a safe and nurturing place for families to grow their own garden, a place where the general public can come to help in the community garden area, and a place for the youth of our community to experience commonality and a sense of belonging.

Executive Summary:

The Cartersville/Bartow Community Garden will be located within five miles of downtown Cartersville. The garden will have three distinct areas and opportunities where our citizen can participate in the garden:

1. The first area would be dedicated as a community garden open to the general public where members of the community garden would come to plant, cultivate, and harvest crops that they could purchase at a reduced price. The remaining crops would be donated to the local food programs or sold at the local market to help fund the garden.
2. The second area would be dedicated as youth garden. Here the youth and youth groups would come to learn how to garden and the benefits of gardening and greening of our community. The youth will work in the garden under supervision and be able to purchase produce (the fruits of their labor) at a highly reduced cost, provide produce for local food programs, or sold at the local market to help fund the garden.
3. The third area would be dedicated as a family plot garden where families can grow their own produce for their consumption, or donate their produce to the local food banks. Each family would pay an annual fee for each plot to help fund the garden.

Goals:

The goal of the community garden effort is to provide an area for gardening in the city of Cartersville to be shared and enjoyed by our WHOLE community.

The Impact of Community Greening for Our Citizens

Individual Benefits

- Developmental benefits for children and youth, elderly, etc.
- Effect on environmental learning and competence
- Importance of projects in providing “nearby nature” for city residents
- Community Greening as individual an empowerment tool
- Effect on reduction of stress

Group/Neighborhood Benefits

- Contribution to building social cohesiveness
- Meeting place for different cultural groups
- Definition of “community” in community greening
- Impact on group identity
- A setting to expose and resolve social conflict

Economic Benefits/Impacts

- Effect on property values
- Economic impact on city greening on green industries
- Relationship to tourism
- Maintenance cost
- Development cost

Security/Safety

- Sense of ownership
- Impact on crime/crime statistics
- Vandalism, or lack of, due to gardens
- Garden protection

Political Aspects

- Relationship of greening to the environmental politics of 1990s
- Role in politics exchange and education
- Constituency for community greening
- Greening as political force
- Empowerment of the disenfranchised via growing/working with plants

Excerpts from a Study by the American Community Garden Association

Organizational Summary:

The organizational structure of the Cartersville/Bartow Community Garden will be set up and administered through the use of committees under the umbrella of 501 C-3 Non-Profit Corporation. The committee structure will be as follows:

- The Planning Committee – Will be the organizational and administrative arm of the Cartersville/Bartow Community Garden, which will eventually become The Oversight Committee. The committee will be responsible for the organizational efforts of the garden, the appointment of committees, securing legal representation, as well as, accounting representation.
- The Site Committee – Will be responsible for final site location, establishing the garden areas, and family plot sizes.
- The Properties Committee – Will be responsible for site preparation, type of gardening allowed (organic or not), and how the garden is to be maintained.
- The Volunteer Committee – Will be charged with gathering volunteers for all aspects of the garden from committee participation to the ongoing volunteer workers.
 - Caretaker Sub-Committee – The volunteer committee will be responsible for securing volunteers to man the garden area on daily basis.
- Funding/Fundraising Committee – Will be responsible for raising and securing all of the financial needs of the organization. There will be several sub-committees under this committee:

- Fundraising – Charged with putting together special events to promote the garden and funding opportunities for garden operations.
 - Community Partners – Responsible for securing funding from individuals, churches, local businesses, and corporations.
 - In-Kind Partners – Charged with securing in-kind donations from local vendors, supply stores, and local businesses.
 - Grant Funding – Responsible for applying for and securing grant funding from local civic organizations, from local and state government, from national community garden grants and national greening opportunities.
 - General Finance – Charged with overseeing the general financial needs of the organization.
- Youth Committee – Charged with coordination of community youth groups, individuals, and schools to promote youth involvement and participation in the garden itself and the process of garden development.
 - Education Committee – Charged in helping with garden design, with guiding and teaching not only the youth, but all of garden participants as to the aspects of gardening and the benefits of community greening, and identifying mentors to aid in the success of gardeners.
 - Government Liaison Committee – Charged with coordination of efforts of the garden through local and state government entities.
 - Communications Committee – Charged with establishment of community awareness of the garden effort and to promote the benefits of greening in our community. These efforts will be accomplished through the use of several types of media:
 - Advertising and awareness through the uses of local newspaper, local radio, email campaigns, and an effective website
 - Coordinate and produce mailings as needed through bulk mail campaigns
 - Establishment of a phone/email tree for quick response to organizational issues.

Startup Summary:

It is our intention to have the community garden up and operational by March of 2012. Our time table and schedule of events are as follows:

- Organization and Planning Selection – November 2011
- Committee Organization – December 2011
- Site Section: - December 2011
- Secure Funding Sources – December 2011-January 2012
- Site Clean-up – January-February 2012
- Garden Layout – February 2012
- Family Plot Registration and Assignment February 2012
- Ground Preparation – February-March 2012
- Planting March-May 2012
- Garden Work May-September 2012
- Harvesting June-September 2012
- Winter Preparation September-November 2012
- 2013 Garden Planning November 2012 – January 2013

Community Partners:

During the planning process we have identified several community partners that will be contacted to assist with the establishment and continued support of this community wide project. The partners we have identified have been grouped as follows:

- **Planning and Organization Partners:**
 - First Presbyterian Church of Cartersville
 - City of Cartersville
 - Bartow County Government
 - Keep Bartow Beautiful
 - Bartow County Cooperative Extension Office
 - Tilley, Deems, Helton, & Trotter, Attorneys at Law
 - Williamson and Company CPA
- **Site & Properties Partner:**
 - First Presbyterian Church of Cartersville
 - City of Cartersville
 - Cartersville Public Works
 - Cartersville Parks & Recreation
 - Local Horticultural Groups
- **Funding & Finance Partner:**
 - City of Cartersville Grant Writers
 - Bartow County Grant Writers
 - Keep Bartow Beautiful
 - Bartow Community Foundation
 - Local Civic Clubs
 - Local Churches
 - Bartow County United Way
 - Public & Private Grant Opportunities
 - Georgia Department of Agriculture

- Local Businesses & Companies
- **In-Kind Partner:**
 - Taylor Farm Supply
 - Ladd's Farm Supply
 - Lowes
 - Home Depot
 - Ace Hardware
 - Southern States
 - J.D. Harris Electric
 - New Riverside Ocher
 - Bartow Farm & Lawn
 - Local Landscapers
- **Volunteers Partner:**
 - Local Churches
 - Local Civic Clubs
 - Local Businesses & Companies
 - Euharlee Farmers Club
 - Local Gardens Clubs
 - Church Youth Groups
 - Boy Scouts
 - Girl Scouts
 - Homeless Shelter
 - Woodwright Industries
 - 4-H Clubs
- **Education Partner:**
 - Bartow County Cooperative Extension Office
 - Cass High Horticulture Club
 - North Metro Horticulture Group
 - Kennesaw State University

- Georgia Highlands College
- Georgia/Bartow Master Gardeners
- Pettit Preserve
- Barnsley Gardens

- **Government Partners:**
 - City of Cartersville
 - Bartow County Government
 - Keep Bartow Beautiful
 - Georgia Department of Agriculture

- **Communication Partners:**
 - The Daily Tribune News
 - WBHF
 - WYXZ
 - Cyber Tech Café
 - City of Cartersville
 - Bartow County
 - Downtown Development Authority
 - Cartersville/Bartow Department of Economic Development

Market Strategy:

Our strategy is to market the idea and concept of the community garden to all of citizens of Bartow County by whatever means possible. Our target market are the persons of Bartow County that see the need for a community garden, that participate in growing their own gardens, those that love gardening, those that want to help the needy of our community, those that want see our youth participate in a wholesome, educational, nurturing endeavor, and those that would enjoy being a part of a GREEN movement in our community.

Our marketing plan will begin by soliciting volunteers by emailing local churches, articles in the local newspaper, local media exposure and contacting local civic organizations. Our next step will be to educate the public about the community garden and the benefits of community greening by means of mass media approach through news articles, radio spots, mass mailings, and mass emails. The third step in this marketing campaign will be the establishment of a well organized and operated website, to conduct educational talks at local civic clubs and churches about the garden, local greening, and how they can participate. The fourth step is to publicize by mail and through the website an application for participation in the garden activities. The fifth and ongoing marketing effort will be continually updating the website on events to promote the garden and activities at the garden; the production of a quarterly a newsletter reporting the progress of the garden, upcoming events of the garden, and success stories that arise out of garden activities.

We are to keep in mind during the marketing campaign that our ultimate goal is the success of the garden for the community, and that our market is ALL of the citizens of Bartow County.

Financial Summary:

The First Presbyterian Church of Cartersville has graciously provided seed money for startup cost. We are very confident that once our community realizes the importance of community greening, the funding will be available to meet the needs of this effort. With the help and support of our local governments, the task of startup should be realized in very short period of time.

We are confident that community support through in-kind donations will cover;

- Seeds & Plants
- Fertilizer, Mulch, &Compost
- Tools, Equipment, Supplies
- Labor for Clean-up, Site Preparation, Electrical, Water, Other Utilities

Our continued garden funding needs and expenses will be dictated by the success of the garden and its participants.

Startup Budget:

Income

- First Presbyterian Church \$1000

Expenses

- Legal \$75
- Utilities
 - Water \$250
 - Electrical \$200
- Properties
 - Clean-up \$200
 - Building \$200
 - Misc. Supplies \$100

Total Expense \$1000

Starting a Community Garden

This fact sheet is designed to give many different groups the basic information they need to get their gardening project off the ground. These lists are in no way meant to be complete. Each main idea will probably trigger more questions, so an assortment of ways to carry out that idea are presented; pick and choose those that seem to apply to your own situation.

FORM A PLANNING COMMITTEE

- Determine if there really is a need and desire for a garden.
- What kind of garden--vegetable, flower, trees, a combination?
- Who will the garden serve--youth, seniors, special populations, people who just want an alternative to trash?
- If the project is meant to benefit a particular group or neighborhood, it is essential that the group be involved in all phases.
- Organize a meeting or social gathering of interested people.
- Choose a well-organized leadership team.
- Make a list of what needs to be done.
- Decide on a mailing address and central telephone number(s). Try to have at least 3 people who are very familiar with all pertinent information. Form a telephone tree.
- Find a garden site.
- Obtain lease or agreement from owner.
- Determine a source of water.
- Form committees to accomplish tasks: Funding & Resource Development; Youth Activities; Construction; Communication.
- Approach a sponsor. A sponsor is an individual or organization that supports a community garden. Site sponsorship can be a tremendous asset. Contributions of land, tools, seeds, fencing, soil improvements or money are all vital to a successful community garden. Some community gardens can provide most of their provisions through fees charged to the membership; but for many, a garden sponsor is essential. Churches, schools, citizens groups, private businesses, local parks and recreation departments are all potential supporters. Community Development Block Grants are sometimes available through your municipality.
- If your community garden has a budget, keep administration in the hands of several people.
- Choose a name for the garden.

CHOOSE A SITE

- Identify the owner of the land.
- Make sure the site gets at least 6 full hours of sunlight daily (for vegetables).
- Do a soil test in the fall for nutrients & heavy metals.
- Consider availability of water.
- Try and get a lease or agreement which allows the space to be used at least for 3 years.
- Consider past uses of the land. Is there any contamination?
- Is insurance something you need to consider?

PREPARE AND DEVELOP THE SITE

- Clean the site.
- Develop your design.
- Gather your resources--try to gather free materials.
- Organize volunteer work crews.
- Plan your work day.
- Decide on plot sizes, mark plots clearly with gardeners' names.
- Include plans for a storage area for tools and other equipment, as well as a compost and event areas.
- Have a rainproof bulletin board for announcing garden events and messages.
- Arrange for land preparation--plowing, etc--or let gardeners do their own prep.
- Will the garden be organic?
- Lay out garden to place flower or shrub beds around the visible perimeter. This helps to promote good will with non-gardening neighbors, passersby, and municipal authorities.

ORGANIZE THE GARDEN

- Are there conditions for membership (residence, dues, agreement with rules)?
- How will plots be assigned (by family size, by residency, by need, by group-- i.e., youth, elderly, etc.)?
- How large should plots be (or should there be several sizes based on family size or other factors)?
- How should plots be laid out?
- If the group charges dues, how will the money be used? What services, if any, will be provided to gardeners in return?
- Will the group do certain things cooperatively (such as turning in soil in the spring, planting cover crops, or composting)?
- When someone leaves a plot, how will the next gardener be chosen?
- How will the group deal with possible vandalism?
- Will there be a children's plot?
- Will the gardeners meet regularly? If so, how often and for what purposes?
- Will gardeners share tools, hoses, and other such items?
- How will minimum maintenance (especially weeding) be handled both inside plots and in common areas (such as along fences, in flower beds, and in sitting areas)?
- Will there be a set of written rules which gardeners are expected to uphold? If so, how will they be enforced?
- Should your group incorporate and consider eventually owning your garden site?

INSURANCE

It is becoming increasingly difficult to obtain leases from landowners without obtaining liability insurance. Garden insurance is a new thing for many insurance carriers and their underwriters are reluctant to cover community gardens. It helps if you know what you want before you start talking to agents. Two tips: you should probably be working with an agent from a firm which deals with many different carriers (so you can get the best policy for your needs) and you will probably have better success with one of the ten largest insurance carriers, rather than smaller ones.

SETTING UP A NEW GARDENING ORGANIZATION

Many garden groups are organized very informally and operate successfully. Leaders "rise to the occasion" to propose ideas and carry out tasks. However, as the work load expands, many groups choose a more formal structure for their organization.

A structured program is a means to an end. It is a conscious, planned effort to create a system so that each person can participate fully and the group can perform effectively. It's vital that the leadership be responsive to the members. Structure will help an organization to last; it will promote trust; it will help your group grow and create new opportunities for leaders to develop.

If your group is new, have several planning meetings to discuss your program and organization. Try out suggestions raised at these meetings and after a few months of operation, you'll be in a better position to develop bylaws or organizational guidelines. A community garden project should be kept simple as possible, whether large or small.

Bylaws are rules which govern the internal affairs of an organization. They are required when you form a nonprofit corporation, but are useful even if your group is a club or a group of neighbors. Many battles are won simply because one side has more pieces of paper to wave than the other. It's helpful to look over bylaws from other similar organizations if you are incorporating. Guidelines and Rules (see TROUBLESHOOTING for examples) are less formal than Bylaws, and are often adequate enough for a garden group that has no intention of incorporating.

Organizational Considerations:

- What is your purpose? What are your short and long-term objectives?
- How are decisions to be made? Who chooses leaders and how?
- How will work be shared? Who does what?
- How will you raise money? Membership dues, fund raising, grants, sponsors...
- Are you open to change? Flexibility is important when goals and members change. Do you want to be incorporated or act as a club?

What goes into formal Bylaws:

- Full official name of organization and legal address.
 - The purpose, goals and philosophy of the organization.
 - Membership categories and eligibility requirements.
 - Membership dues, how much and when paid.
 - Specify when and how often regular or special meetings of the membership are to be held, as well as regular and annual meetings of the board of directors.
 - State what officers are necessary, how they are chosen, length of term, their duties and how vacancies are filled.
 - State special committees, their purpose and how they operate.
 - Establish a system so that bylaws can be rescinded or amended, maybe by a simple majority.
- State any official policies or practices: e.g.. Garden group will avoid the use of hazardous substances; group will agree to keep all adjacent sidewalks in good repair and free of ice and snow in season; group will make all repairs necessary to keep equipment, fences and furniture in good order and repair.

- Include a Hold Harmless clause (sample):

"We the undersigned members of the (name) garden group hereby agree to hold harmless (name owner) from and against any damage, loss, liability, claim, demand, suit, cost and expense directly or indirectly resulting from, arising out of or in connection with the use of the (name) garden by the garden group, its successors, assigns, employees, agents and invites."

For more information on whether to incorporate as a non-profit corporation (a state function) or to apply for tax deductible charitable (501(c)3) status (a federal IRS function), go to the following websites:

www.fdncenter.org/learn/faqs/starting_nonprofit.html

www.nolo.com/index.cfm (in the Business & Human Resources section, select nonprofit organizations)

www.tgci.com/magazine/96summer/tobe1.asp

HOW TO MANAGE YOUR COMMUNITY GARDEN

In order to offer a high quality community garden program, good management techniques are essential. Included in this fact sheet are the main ideas to consider in management, along with many different ways to carry them out.

Having written rules is very important with older groups as well as new gardens, since they spell out exactly what is expected of a gardener. They also make it much easier to eliminate dead wood should the need arise.

Sample Guidelines and Rules

Some may be more relevant to vegetable gardens than to community flower gardens or parks. Pick and choose what best fits your situation.

- I will pay a fee of \$___ to help cover garden expenses.
- I will have something planted in the garden by (date) and keep it planted all summer long.

- If I must abandon my plot for any reason, I will notify the garden leaders.
- I will keep weeds down and maintain the areas immediately surrounding my plot if any.
- If my plot becomes unkempt, I understand I will be given 1 week's notice to clean it up. At that time, it will be re-assigned or tilled in.
- I will keep trash and litter cleaned from the plot, as well as from adjacent pathways and fences.
- I will participate in the fall cleanup of the garden.
- I will plant tall crops only where they will not shade neighboring plots.
- I will pick only my own crops unless given permission by another plot user.
- I will not use fertilizers, insecticides or weed repellents that will in any way affect other plots.
- I agree to volunteer hours toward community gardening efforts (include a list of volunteer tasks which your garden needs).
- I will not bring pets to the garden.
- I understand that neither the garden group nor owners of the land are responsible for my actions. I

THEREFORE AGREE TO HOLD HARMLESS THE GARDEN GROUP AND OWNERS OF THE LAND FOR ANY LIABILITY, DAMAGE, LOSS OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS.

Application Forms

Application forms can include any of the following information:

Name(s)

Address

Telephone number: Days _____ Evenings _____

Site Preference: 1. 2. 3. 4. Size of plot: (List choices available)

Season: Year round (must be maintained all year)

Short season (include dates)

Check the appropriate items:

- I am a senior citizen
- I am physically disabled
- This is my first year at this garden
- I would like a garden next to a friend, Name _____
- I have gardened here before and would like plot #___ if available
- I have gardened before at (where?); for how long?

TROUBLESHOOTING

Vandalism is a common fear among community gardeners. However, the fear tends to be much greater than the actual incidence. Try these proven methods to deter vandalism:

- Make a sign for the garden. Let people know to whom the garden belongs and that it is a neighborhood project.

- Fences can be of almost any material. They serve as much to mark possession of a property as to prevent entry, since nothing short of razor-wire and land mines will keep a determined vandal from getting in. Short picket fences or turkey wire will keep out dogs and honest people.
 - Create a shady meeting area in the garden and spend time there.
 - Invite everyone in the neighborhood to participate from the very beginning. Persons excluded from the garden are potential vandals.
 - Involve the neighborhood children in learning gardens. They can be the garden's best protectors.
 - Plant raspberries, roses or other thorny plants along the fence as a barrier to fence climbers.
 - Make friends with neighbors whose window overlook the garden. Trade them flowers and vegetables for a protective eye.
 - Harvest all ripe fruit and vegetables on a daily basis. Red tomatoes falling from the vines invite trouble.
 - Plant potatoes, other root crops or a less popular vegetable such as kohlrabi along the side walk or fence.
- Plant the purple varieties of cauliflower and beans or the white eggplant to confuse a vandal.
- Plant a "vandal's garden" at the entrance. Mark it with a sign: "If you must take food, please take it from here."

Children's Plots

- Children included in the garden process become champions of the cause rather than vandals of the garden.
- Therefore your garden may want to allocate some plots specifically for children. The "children's garden" can help market your idea to local scout troops, day cares, foster grandparent programs, church groups, etc.
- Consider offering free small plots in the children's garden to children whose parents already have a plot in the garden.

People Problems and Solutions

Angry neighbors and bad gardeners pose problems for a community garden. Usually the two are related.

Neighbors complain to municipal governments about messy, unkempt gardens or rowdy behavior; most gardens can ill afford poor relations with neighbors, local politicians or potential sponsors. Therefore, choose bylaws carefully so you have procedures to follow when members fail to keep their plots clean and up to code. A well organized garden with strong leadership and committed members can overcome almost any obstacle.

RESOURCES

Horticultural information:

- Cooperative Extension Service in your county
- Garden Clubs
- Horticultural Societies
- Garden Centers

Seeds:

- America the Beautiful Fund 219 725 15th Street, NW, Suite 605, Dept. AG, Washington, DC 20005
(202)638-1649 <http://www.freeseeds.us/OperationGPform.html>
- Garden Centers and Hardware Stores

Bedding plants:

- Local nurseries
- Vocational-Tech Horticulture Department
- High school Horticulture classes
- Parks Department

Websites:

http://celosangeles.ucdavis.edu/garden/articles/startup_guide.html
http://celosangeles.ucdavis.edu/garden/articles/school_startup_guide.html
<http://elca.org/dcs/starting.html>
<http://nnninfo.org/index.php?q=guide>
<http://www.urbanharvest.org/community/howtostart.html>
http://www.foodshare.net/toolbox_month07.htm
<http://aesop.rutgers.edu/~njuep/pdf/commgard.pdf>

CARTERSVILLE / BARTOW COMMUNITY GARDEN

Don't miss your chance to be part of one of the country's hottest—and healthiest—trends by applying for a plot next year at Cartersville / Bartow Community Garden. Applications will be accepted beginning on February 1, 2012 from 4:00-6:00pm at the Cartersville / Bartow Community Garden, located on Old Mill Road. Any plots available after that time will be assigned on a first-come, first-serve basis. The garden features plots, ranging in size from 5'x5' to 5'x14'. Annual fees are \$50-\$100, depending on the plot size; Fees cover one year's use of the plot, soil, water, and access to community tools, as well as social and educational programs.

Cartersville / Bartow Community Garden
680 Douthit Ferry Rd., Suite 102
Cartersville, GA 30120
For more information:
Dennis Collier
bartowcommunitygarden@gmail.com or 770.386.7241

CARTERSVILLE / BARTOW COMMUNITY GARDEN

Don't Miss Out!! **Apply Now**
for a 2012 Cartersville / Bartow Community
Garden Plot!

CARTERSVILLE / BARTOW COMMUNITY
GARDEN.....

***“GROWING IN GOD’S GARDEN,
NURTURING OUR COMMUNITY”***

Cartersville / Bartow Community Garden at Old Mill Road Guidelines and Policy Agreement

Cartersville / Bartow Community Garden is a City-owned suburban community garden in Cartersville, Georgia. In the spirit of the community garden movement, it is our wish to offer this green space as an educational component to promote natural and organic gardening practices. We'd like to welcome you and thank you for your interest in the garden! We look forward to growing with you. In order to obtain a plot, members must agree to the requirements below:

1. This is an annual contract commencing Jan. 1, 2012 through Dec. 31, 2012. The community garden is intended for the use of growing vegetables, fruit, flowers, and herbs (the legal ones).
2. A non-refundable, nontransferable annual membership fee is required for each plot, limit one plot per address. Plots are assigned on a first-come first-serve basis with priority given to City residents/property owners/taxpayers. City of Cartersville residents/property owners/taxpayers receive a 25% discount on the plot rental fee. Annual fees include use of land, utilities, basic community garden owned tools, and, when available, compost and mulch. Plot members will incur some personal expenses for their choice of seeds, plants, amendments, tools, etc.
3. Since the success of the garden depends upon the support of its gardeners, each plot member(s) must participate in at least 12 hours of community garden service a year for cleaning and general upkeep.
4. During the year, you will be responsible for keeping your plot planted, watered, harvested, weeded/mulched (including pathways around your plot), staked/pruned to prevent excess growth outside of plots, cleared of any dying or dead plants, and any other garden related maintenance, as all of these provide for a neat, attractive, cared-for appearance in the garden plot areas.
5. Please do not harvest, water, or tend to another plot member's garden unless given permission. For example, if another plot member goes on vacation and asks you to do so, this would be acceptable in order to prevent their plot from being reclaimed.
6. If your plot goes unattended for more than 2 continuous weeks of time, or is not planted by May 1, you will be notified by phone and/or email. You will have 1 week to resolve the situation or the Managing Board will reclaim the plot. No refunds will be given. The Managing Board reserves the right to give the plot to the next person on the waiting list.
7. Since weed seeds germinate and spread quickly, we ask that you be diligent in keeping your plot weed free. Remove and dispose of weeds properly in the appropriate designated place. Chemical herbicides are prohibited in this garden. Organic solutions are acceptable. *Please note:* For help with weed identification visit: *University of Georgia: Weed Science @*

<http://mulch.cropsoil.uga.edu/weedsci/> or noxious weeds visit: GA-EPPC - Georgia Exotic Plant Pest Council @ <http://www.gaeppc.org/index.cfm>

8. Plot member(s) will agree to garden organically by refraining from using synthetic chemical fertilizers, pesticides, fungicides, and herbicides. In the spirit of promoting organic gardening practices in a shared environment, we ask that you seek the help of more experienced gardeners, if need be. See: http://www.georgiaorganics.org/growing/pests_diseases.php, for some examples of acceptable pest and disease controls like insecticidal soap, pyrethrum, neem oil, etc.

9. Water conservation will be practiced whenever possible by turning hoses off when not needed and mulching beds to hold moisture.

10. For the consideration, enjoyment, and safety of others in the garden, we ask that members be mindful of where tall crops are planted in plots to prevent shading neighboring gardens; recoil/remove/return hoses from pathways for safety; place trash and unwanted plant materials in their designated areas; and clean and return tools. Smoking, chewing tobacco and alcoholic beverages are not allowed. Children 12 years and younger must be accompanied and supervised by an adult in the garden. Keep pets out of the fenced garden area, and keep loud noise to a minimum.

11. Rules and policies are subject to change at any time. Please note, the Cartersville / Bartow Community Garden Managing Board, rather than the City of Cartersville, enforces these rules and policies and handles any disputes.

12. The City and Managing Board reserve the right to revoke plot membership and access for a failure to comply with the above-stated rules.

13. Happy harvesting!

APPLICATION: By signing below, I agree to comply with the policies and guidelines of Cartersville / Bartow Community at Old Mill Road. I understand that failure to abide by these guidelines and policies could result in forfeiture of my garden plot or other privileges. I understand this is a community garden and commit to its success by supporting and working with my fellow gardeners. I also understand and acknowledge that the City and Managing Board cannot warrant the viability or performance of my crops or plantings. Further, I understand and acknowledge that in the case of damage or destruction to any part of the garden and/or plots, the City or Managing Board are not obligated to restore same or to refund any membership fees or incurred costs. No insurance or guaranty is being provided for crops or plantings. I also understand that the City and/or Managing Board may take photographs and/or video recordings of my plot and/or my family and me participating in the garden. I hereby consent to the use of said images and recordings for the purposes of promoting the garden. Please make a copy of this agreement and keep for your records. If you have any concerns, questions or comments please contact: bartowcommunitygarden@gmail.com. **Completed applications, with payment, may be turned in on March 1, 2012, 4:00-6:00 pm at the Cartersville / Bartow Community Garden on Old Mill Road. After that time, return to Cartersville / Bartow Community Garden, 680 Douthit Ferry Road, Suite 102, Cartersville, GA 30120.**

Please circle your 1st, 2nd and 3rd choice for plot size. Please note, sizes are approximate.

1 2 3 Small (5' x 6'), fee = \$50 plot rental + \$15 application fee* = \$65 (\$52.50 if a City resident)

1 2 3 Medium (5' x 9'), fee = \$75 plot rental + \$15 application fee* = \$90 (\$71.25 if a City resident)

1 2 3 Large (5' x 12'), fee = \$100 plot rental + \$15 application fee* = \$115 (\$90.00 if a City resident)

Signature _____

Date _____

Print

Name(s) _____

Street

Address _____

City/Zip _____

Home Phone _____ Mobile

Phone _____

Email _____

Please note, e-mail is the primary form of communication used so please ensure we have the best e-mail address for contacting you year-round. E-mail addresses are for the sole purpose of the community garden.

City of Cartersville / Bartow County Resident/Property Owner/Taxpayer (circle): yes no

Employee of a business in the City limits of Cartersville (circle): yes no

Location _____

***\$15 Application Fee includes one adult-sized t-shirt per plot. Please circle the desired size.**

Additional shirts may be purchased for \$15.

Adult: Small Medium Large X-Large

If you will be sharing a plot with other gardeners, please provide their name(s) and e-mail address(es):

Name E-mail

_____	_____
_____	_____
_____	_____

Please list your name(s) as you would like it to appear in the Cartersville / Bartow Community Garden directory, i.e. The Smith and Davis Families, Linda Smith, Linda Smith and John Davis, L. Smith, etc.

I am interested in helping with the following committee(s):

☐ Planning

☐ Site

☐ Properties

☐ Education

☐ Finance/Fundraising

☐ Volunteer

☐ Youth

☐ Government Liaison

☐ Communications

☐ I am unable to help at this time

What is your occupation or profession? Also, please share any special skills, interests, hobbies, talents or knowledge you have that may assist us with any educational sessions or special projects/events we might hold in the future.

Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____, by (the "Gardener") in favor of the City of Cartersville, GA., a Georgia Municipal Corporation, and its elected officials, employees, committee members, the Cartersville / Bartow Community Garden Managing Board, and citizens (collectively, "the City"). The Gardener desires to participate in the City's Cartersville / Bartow Community Garden and engage in the activities related to being a gardener or volunteer (the "Activities") at Cartersville / Bartow Community Garden at Old Mill Road. The Gardener understands that the Activities may include, but are not limited to, tending garden plots, maintenance of the garden area, cutting grass, and other outdoor activities.

The Gardener hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. Gardener does hereby release and forever discharge and hold harmless the City and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Gardener's Activities with the City. Gardener understands that this Release discharges the City from any liability or claim that the Gardener may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Gardener's Activities with the City, whether caused by the negligence of the City or its elected officials, employees, committee members, or otherwise. Gardener also understands that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment. Gardener does hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Gardener's Activities with the City.

Assumption of the Risk. The Gardener understands that the Activities include work that may be hazardous to the Gardener, including, but not limited to, lifting, use of machinery, and exposure to allergens. Gardener hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the City from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. The Gardener understands that the City does not carry or maintain health, medical, or disability insurance coverage for any Gardener.

Each Gardener is expected and encouraged to obtain his or her own medical or health insurance coverage.

Photographic Release. Gardener does hereby grant and convey unto the City all right, title, and interest in any and all photographic images and video or audio recordings made by the City during the Gardener's Activities with the City, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings and consents to the unrestricted use by the City of said images and recordings.

Other. Gardener expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. Gardener agrees that in the

event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Gardener has executed this Release as of the day and year first above written. This release shall be executed by each person over the age of 18 who is participating in the Cartersville / Bartow Community Garden.

Gardener #1

Signature: _____

Gardener #1 Printed

Name: _____

Gardener #2

Signature: _____

Gardener #2 Printed

Name: _____

Gardener #3

Signature: _____

Gardener #3 Printed

Gardener #4

Name: _____

Signature: _____

Gardener #4 Printed

Gardener #5

Name: _____

Signature: _____

Gardener #5 Printed

Name: _____

Signature: _____

Gardener #6 Printed

Name: _____

Release and Waiver of Liability for Minors

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____, by (the "Gardener") in favor of the City of Cartersville, GA., a Georgia Municipal Corporation, and its elected officials, employees, committee members, the Cartersville / Bartow Managing Board, and citizens (collectively, "the City").

The Minor desires to participate in the City's Cartersville / Bartow Community Garden and engage in the activities related to being a Gardener or Volunteer (the "Activities") at Old Mill Road. The Guardian and Minor understand that the Activities may include, but are not limited to, tending garden plots, maintenance of the garden area, and other outdoor activities.

I, the legal guardian of this Minor, hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver. Guardian and Minor do hereby release and forever discharge and hold harmless the City and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Minor's Activities with the City. Guardian and Minor understand that this Release discharges the City from any liability or claim that the Guardian and Minor may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Minor's Activities with the City, whether caused by the negligence of the City or its elected officials, employees, committee members, or otherwise. Guardian and Minor also understand that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment. Guardian and Minor do hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Minor's Activities with the City.

Assumption of the Risk. The Guardian and Minor understands that the Activities include work that may be hazardous to the Minor, including, but not limited to, lifting, use of machinery, and exposure to allergens. Guardian and Minor hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the City from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. The Guardian and Minor understand that the City does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Parent/Legal Guardian is expected and encouraged to obtain his or her own medical or health insurance coverage for the Minor Volunteer.**

Photographic Release. Guardian and Minor do hereby grant and convey unto the City all right, title, and interest in any and all photographic images and video or audio recordings made by the City during the Minor's Activities with the City, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings and consents to the unrestricted use by the City of said images and recordings.

Other. Guardian and Minor expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. Guardian and Minor agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not

otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Guardian and minor have executed this Release as of the day and year first above written. This release shall be executed by each person under the age of 18, as well as the parent/legal guardian, who is participating in the Cartersville / Bartow Community Garden.

Minor #1

Signature: _____

Minor #1 Printed

Name: _____

Minor #2

Signature: _____

Minor #2 Printed

Name: _____

Minor #3

Signature: _____

Minor #3 Printed

Name: _____

Minor #4

Signature: _____

Minor #4 Printed

Name: _____

Parent/Legal Guardian

Signature: _____

Parent/Legal Guardian Printed

Name: _____

Address: _____

City, State, ZIP: _____



City of Cartersville

City Council Meeting
12/15/2011 7:00:00 PM
Authorization to Request 2012 LDCT Extension

SubCategory:	Other
Department Name:	Economic Development
Department Summary Recommendation:	In late 2010, the Georgia Department of Community Affairs designated Census Tracts 9604 and 9606 in Cartersville and Bartow County jurisdictions, as “Less Developed Census Tracts” (LDCT). The designation is beneficial to certain qualified businesses (i.e. manufacturers, warehouse/distribution, telecommunications, broadcasting, R&D, and tourism) that create more than 5 new jobs. The reason the designation was granted originally stemmed from the 927 workers that were “dislocated” as a result of the closures of Mohawk Industries, Trinity Rail Group and Wheeler’s Building Supply. Although some companies have hired within these census tracts recently, the overall economic conditions have been such that an extension was received in 2011, and make the tracts eligible for an extension request through 2012. Conditions include: • The unemployment rate of the area exceeds the state’s average for the previous three (3) months. Dislocation amounts to at least 2 percent of area’s labor force. • The unemployment rate of the area was equal to or less than state’s average unemployed rate for previous three(3) months. Dislocation must amount to at least 4 percent of the area’s labor force. The Cartersville-Bartow County Department of Economic Development has prepared a letter to DCA on behalf of the City of Cartersville and Bartow County, for consideration. Authorization is requested for (1) the Mayor to sign that letter on the City’s behalf, and (2) to submit the documents to DCA, subject to similar approval of Bartow County. Respectfully requested, Melinda Lemmon, CEcD, Executive Director Cartersville-Bartow County Dept. of Economic Development
City Manager's Remarks:	The above is a needed economic development designation. Your approval of it is recommended. Cover Memo

Financial/Budget Certification:	
Legal:	
Associated Information:	

December 15, 2011

Commissioner Mike Beatty
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, GA 30329-2231

Dear Commissioner Beatty:

DCA's 2011 designation of census tracts 9604 and 9606 as "Less Developed Census Tracts" is greatly appreciated. Cartersville and Bartow County have been able to utilize this tool in our economic recovery efforts. You may recall that from the three original examples alone (Mohawk Industries, Wheeler Building Supply, and Trinity Rail Group), 927 jobs were lost in these census tracts. Since early 2011, we've not only been able to retain companies in these areas, but the growth of companies such as Applied Thermoplastic Resources, Americo Manufacturing, Southern Yarn Dyers and Textile Rubber and Chemical Company, have all been enhanced by the LDCT status, furthering their ability to hire and/or invest. We've also seen a slight increase in prospect visits to vacant buildings in these areas because of the LDCT status.

Even though we are encouraged about incremental progress, the economic indicators of Bartow and Census Tracts 9604 and 9606 continue to demonstrate distress. We are now at the end of the 2011 designated period, and once again I am writing on behalf of the City of Cartersville, in conjunction with Commissioner Brown, to respectfully requesting more time with the LDCT designation for Census Tracts 9604 and 9606. Notably, these Census Tracts still meet the criteria:

- 1) The unemployment rate of CT 9606 has exceeded the state's average unemployment rate for at least the previous 3 months (between 5% and 6.2% higher than the state average), and the dislocation amounts to at least 2 percent of the area's labor force (5.91%).
- 2) Unemployment rate of CT 9604 was less than the state's average unemployment rate during the previous 3 months, but the dislocation exceeded 4 percent of the area's labor force (9.27%).

Please know that our community is working diligently to retain our existing industries, help them grow as well as welcome new employers. We believe that the LDCT status has been helpful to that end in 2011, but respectfully request an extension through 2012.

Sincerely,

Mayor Matt Santini
City of Cartersville

Cc: Patrick Vickers, Georgia Department of Community Affairs
Cartersville Planning & Zoning Department
Bartow County Commissioner Clarence Brown
Cartersville Bartow County Economic Development

DCA Commissioner Beatty
12/12/2011
Attachment

<i>Cartersville-Bartow County Job Loss (as supported by WARN letters)</i>					
<i>Year Announced</i>	<i>Jobs Lost</i>	<i>Company Closure</i>	<i>Census Tract (CT)</i>	<i>CT Labor Force (10/2011)</i>	<i>% of Labor Force</i>
2010	229	Mohawk Industries	9606	4,532	5.05%
2009	659	Trinity Rail Group	9604	7,106	9.27%
2008	39	Wheeler's Building Supply	9606	4,532	0.86%
Total	927				

Georgia Civilian Labor Force Estimates by Census Tract

Revised August 2011

<u>Name</u>	<u>Population</u>	<u>Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Rate</u>
Georgia		4,720,549	4,229,723	490,826	10.4
Bartow	76,019	44,714	39,927	4,787	10.7
960600	7,604	4,435	3,751	684	15.4
960400	11,846	6,986	6,433	554	7.9

Georgia Civilian Labor Force Estimates by Census Tract

Revised September 2011

<u>Name</u>	<u>Population</u>	<u>Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Rate</u>
Georgia		4,749,540	4,260,318	489,222	10.3
Bartow	76,019	45,082	40,194	4,888	10.8
960600	7,604	4,474	3,776	698	15.6
960400	11,846	7,041	6,476	565	8.0

Georgia Civilian Labor Force Estimates by Census Tract

Preliminary October 2011

<u>Name</u>	<u>Population</u>	<u>Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Rate</u>
Georgia		4,746,467	4,273,703	472,764	10.0
Bartow	76,019	45,559	40,406	5,153	11.3
960600	7,604	4,532	3,796	736	16.2
960400	11,846	7,106	6,510	596	8.4



City of Cartersville

**City Council Meeting
12/15/2011 7:00:00 PM
Croft and Associates Regarding ADA Compliance**

SubCategory:	Contracts/Agreements
Department Name:	City Manager's Office
Department Summary Recommendation:	Agreement with Croft & Associates to complete a survey of City Facilities in order to update the City's Americans With Disabilities (ADA) Compliance Plan and to develop recommendations to improve any deficiencies.
City Manager's Remarks:	This work is required by federal law. Your approval of the agreement with Croft Associates is recommended.
Financial/Budget Certification:	This item to be paid from professional services 100-1100-52-1200.
Legal:	Reviewed by City Attorney
Associated Information:	Everify and SAVE documents attached



November 30, 2011

Mr. Dwight Hale, Human Resources Manager
City of Cartersville
One North Erwin Street
Cartersville, GA 30120
E: dhale@cityofcartersville.org

**RE: Fee Proposal – Architectural Design Services
DOT Transition Plan Design Services for City of Carterville
Cartersville, GA**

Dear Mr. Hale,

We are pleased to submit this proposal to provide architectural and engineering services for the project referenced above. We appreciate the opportunity and look forward to working with you and your team to accomplish this exciting project.

This proposal is based on our meeting in your office on November 22, 2011 when we discussed the Letter from the DOT regarding the Transition Plan that was requested. You will find outlined below the project scope, scope of services, design assumptions, deliverables and professional fees for this project.

PROJECT SCOPE

The project consists of evaluation of the eight (8) buildings for accessibility to programs or services offered to the public by the City. Our office will provide the evaluations and recommendations for improvements in working with your department to then generate the updated Transition Plan. The schedule is to complete on or before March 2012. We anticipate there will be four distinct phases in this program and they are indicated below.

SCOPE OF SERVICES

Design services will be divided into four phases; Pre-Development / Site Services, Evaluation and Recommendations, Documentation and Future Support.

Site Visit/Documentation

The Croft & Associates team will visit each of the eight (8) facilities and become familiar with each of the program access points within the buildings as directed by your office and the site access to the building from the designated parking and/or public transportation. We will then document the findings through sketches, drawings, and/or photographs.

Deliverables will include:

- Existing Site Plan Sketch
- Existing Partial Floor plan(s) Sketch
- Photos of existing facilities

Evaluation Phase

We will develop a document that will locate the items to be addressed on a floor plan sketch and reference them in an Action Item Chart. This phase will include the recommendations for changes or

construction efforts required to remove the impedance to access. We will then meet to discuss the preferred solutions to then provide in the final report.

Deliverables will include:

- Site Plan Sketch with noted deficiencies.
- Existing Partial Floor plan(s) Sketch with noted deficiencies.
- Photos of existing facilities as noted to recommendations.

Documentation Phase

This portion of the design exercise will be focused providing the final documentation and implementing this into the final DOT Transition Plan for your submission to the DOT. The goal of this phase is to be fully complete with any architectural changes necessary, developing the timeline for implementation and budgeting the funds for the construction. We will assist your office in the pricing of the work either with your public works department or your selected contractor.

Deliverables will include:

- Site Plan Sketch with noted deficiencies.
- Existing Partial Floor plan(s) Sketch with noted deficiencies.
- Photos of existing facilities as noted to recommendations.
- Final action item chart indicating the resolution of all items

Future Support

This phase has two components. The first component is to answer any questions or provide any additional support for the implementation of the action items list. This could include minor drawings and specifications of materials to answering questions from the contractor along with any issues uncovered during the execution of the work. We recommend this portion be determined on an as needed basis at the hourly rates noted on the Proposal Acceptance Form.

Second, we would recommend a period revisit and assessment to keep the transition plan current. We would recommend your office budget for either every 6 months or each year a revisit of the process noted above. With the meeting to discuss, we can offer a stipulated sum to perform the work at each interval.

DESIGN ASSUMPTIONS

1. Attendance at Public Hearings or Zoning Commission Meetings or Building Review Officials is not included as a part of this proposal and if required will be provided on an hourly basis.
2. A current boundary survey with topography and all existing site conditions will be provided by the owner to C&A in CAD format for use in design at the start of the project if it is determined to be needed after the site visits to the facilities.
3. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
4. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to C&A at the start of the project.
5. Civil, Structural, Mechanical, Plumbing or Electrical Engineering are not included as a part of this proposal.
6. Renderings and Presentation Materials are not included as part of this proposal.

7. Project Graphics and Signage (both interior and exterior) design, documentation and permitting are not included as a part of this proposal.
8. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are not included as a part of this proposal.
9. Permitting if required will be performed by others and is not included as a part of this proposal.
10. Construction cost estimates and project budgeting services are not included as a part of this proposal.
11. Construction Administration is not included as a part of this proposal.
12. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.
13. The site-specific as-built drawings are meant to record existing conditions. They are not intended for the purpose of appraisals, planning review, permit application process, pricing or construction. Croft & Associates assumes no liability for existing conditions and is not intending to assume risk. Additionally, Croft & Associates does not make warranties, either expressed or implied of merchantability and fitness of the document or information recorded therein.

DELIVERABLES

Deliverables will be provided electronically in PDF format for your use.

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

ARCHITECTURAL SERVICES FEE	\$9,200.00
• Reimbursables (printing, etc.)	<u>\$ 500.00 (estimated)</u>
TOTAL COST	\$9,700.00 (ESTIMATED)

Note: Expenses such as printing, shipping and travel are considered reimbursable expenses at cost plus 15%.

- | | |
|----------------|-----------------------|
| • Future phase | \$ TBD as noted above |
|----------------|-----------------------|

PAYMENT TERMS AND CONDITIONS

Terms and conditions are printed on front and back of the Proposal Acceptance Sheet. Please sign and return one (1) copy of the attached Proposal Acceptance Sheet to indicate your approval of this proposal and keep the other copy for your records.

ADDITIONAL SERVICES

For service in addition to the scope as written or changes to scope, the hourly rates indicated in the Proposal Acceptance will be used. No additional fees will be charged without your prior written approval.

Mr. Hale, we would like to thank you for the opportunity to submit this proposal and look forward to working with you to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

Ken Bass, AIA
Senior Architect

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.

MJACT128
EEV/Basic Pilot Program* User Identification Number

W. Mark Jackson
BY: Authorized Officer or Agent
(Contractor Name)

12.6.11

Date

VICE PRESIDENT
Title of Authorized Officer or Agent of Contractor

W. Mark Jackson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

6 DAY OF Dec, 20 11

Wanda Grogan
Notary Public

My Commission Expires:

**Wanda Grogan
Notary Public
Cobb County, GA
My Comm. Exp. 1-11-14**

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

**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

MARK JACKSON

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

CROFT & ASSOCIATES

[Name of business, corporation, partnership]

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

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

W. Mark Jackson 12-6-11
Signature of Applicant: Date

W. Mark Jackson
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

6 DAY OF Dec, 2011

Wanda Grogan
Notary Public

My Commission Expires:

**Wanda Grogan
Notary Public
Cobb County, GA
My Comm. Exp. 1-11-14**

* _____
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:



PROPOSAL ACCEPTANCE

Project Name: **DOT Transition Plan Design Services for City of Cartersville**

Date: **November 30, 2011**

Project Location: **Cartersville, GA**

Client Name: **Mr. Dwight Hale, Human Resources Manager**

Professional Fees:

ARCHITECTURAL SERVICES FEE	\$9,200.00
• Reimbursables (printing, etc.)	<u>\$ 500.00 (estimated)</u>
TOTAL COST	\$9,700.00 (ESTIMATED)

Hourly Rates:

• Principal	\$165.00/Hr.
• Senior Architect	\$145.00/Hr.
• Project Manager	\$125.00/Hr.
• Project Architect	\$115.00/Hr.
• Architect/Project Coordinator	\$105.00/Hr.
• Designer	\$ 95.00/Hr.
• Administrative	\$ 65.00/Hr.
• Mileage	\$ 0.58/Mi.
• Plots (24" x 36" or 30" x 42")	\$ 0.38/SF
• Prints (11" x 17" or 8.5" x 11")	\$ 0.20/Pg.
• Additional Consultant Services	Cost x 1.15

An initial deposit payment of \$2,000 will be due upon acceptance of this agreement. Progress billings will be sent monthly based on effort expended with the balance due upon completion. The initial deposit will be credited in the final invoice.

Please sign and return one (1) copy of the Proposal Acceptance Sheet as your authorization to proceed with the work and your acceptance of this proposal, and keep the other copy for your records.

ACCEPTED BY: _____

FOR: _____

DATE: _____

GENERAL CONDITIONS

1. **DEFINITIONS:** The words CLIENT and ARCHITECT below are reference to Croft & Associates, PC as the ARCHITECT and the addressee on the face side as CLIENT. CONTRACT refers to the services, rates, scope of work, special provisions described on the face side hereof and all of the terms and conditions hereof.
2. **SCOPE OF SERVICES:** The scope of ARCHITECTS services hereunder is strictly limited to the services described in the contract, and ARCHITECT shall have no obligations beyond such scope. Further, Architect shall have no obligation to perform, and shall not be liable for any investigations, record drawings or field observations relating to the project, unless such investigations, record drawings or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ARCHITECT additional fees and reimbursable for work required for the project or for services requested by CLIENT, orally or in writing, if such work or services are not expressly described on the face side hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ARCHITECT.
3. **FEE ESTIMATE:** CLIENT acknowledges that the fee estimate, when states as such, and all other estimates, whether written or oral, are not binding on ARCHITECT and that the actual amount of fees shall be based upon the actual hours devoted to project and shall be determined in accordance with the attached fee schedule plus the amount of any reimbursable as provided below. This paragraph does not apply to lump sum fees or fee ceilings.
4. **INVOICING:** Payments for services and reimbursable will be delinquent if not paid within thirty (30) days of the invoice date. All delinquent payments shall carry a service charge of one and one-half (1 ½ %) percent per month or the maximum legal rate of the unpaid balance thereof. If any amounts due hereunder are collected, by or through an attorney of law, CLIENT shall pay attorney's fees of fifteen (15) percent of the amount sought to be collected together with all other costs of collection. Pending payment of delinquent accounts, at ARCHITECTS option, all work under this CONTRACT, and all work under any other contract for CLIENT, may be suspended. When an invoice is 60 days in arrears, ARCHITECT shall have the further right to discontinue further services and assess an additional 10% of the balance unpaid or \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquires about invoices should be made within 15 days of invoice date.
5. **GOVERNING LAW:** This CONTRACT shall be governed by the laws of the State of Georgia.
6. **NO WAIVER:** The failure of ARCHITECT to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every provision.
7. **ENTIRE AGREEMENT AND ACCEPTANCE:** This contract comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ARCHITECT), ARCHITECT shall not be bound by any instructions, statements or writings that are not expressly contained herein. These terms and conditions may be accepted on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ARCHITECT to perform services at or related to the project.
8. **PROPRIETARY INFORMATION:** All original drawings, documents, research notes, calculations, specifications and exhibits are instruments of service and shall remain the property of the ARCHITECT.
9. **DURATION AND CANCELLATION:** The rates set forth in the attached fee schedule will be effective for (6) months from authorization date, unless otherwise expressly agreed. After the expiration of such six month period, the rates will be subject to increase for services performed thereafter. If the ARCHITECT does not revise its rates within such period, the current rates shall remain in force until such time as the rates are revised, subject to the parties' rights to cancel described below, this CONTRACT shall continue until, and shall terminate upon, completion of the work. This CONTRACT may be canceled and terminated by either party upon written notice of seven (7) days. In the event of the cancellation or termination of this CONTRACT, CLIENT shall pay ARCHITECT the amount due for all services rendered and all reimbursables, incurred through the effective date of the written notice of termination.
10. **OVERTIME:** All charges enumerated in the CONTRACT are based on an eight (8) hour day exclusive of Saturdays, Sundays and holidays. If the CLIENT requests work to be performed which will necessitate ARCHITECT's personnel working on the project in excess of eight hours on a given day or on Saturdays, Sundays or holidays, the enumerated charges on the schedule of fees (as revised in accordance with this CONTRACT) will be multiplied by a factor of 1.5.
11. **REIMBURSABLES:** Permits, fees, reproductions, printing, deliveries, and meals in connection with site visits, mileage to and from site visits, and any other out-of-pocket expenses will be reimbursed to the ARCHITECT at cost plus administrative fees and are in addition to other fees.
12. **INSURANCE:** ARCHITECT maintains the following insurance coverage's:
 - a. Workers' Compensation Insurance – statutory amount.
 - b. Commercial General Liability Insurance - \$1,000,000 per occurrence / \$2,000,000 aggregate.
 - c. Automobile Liability Insurance - \$1,000,000 combined single limit.
 - d. Professional Errors & Omissions - \$1,000,000 per claim / \$2,000,000 aggregate.
13. **STANDARD OF CARE:** In carrying out of its services hereunder, ARCHITECT shall use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY, GUARANTY AND PROMISED OF ARCHITECT FOR ITS SERVICES UNDER THIS CONTRACT. NO OTHER WARRANTIES AND GURANTIES WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
14. **LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF THE ARCHTECT TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE ERRORS(S) OR OMISSIONS(S) OF THE ARCHITECT IN PERFORMAING PROFESSIONAL SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO THE ARCHITECT BY CLIENT UNDER THIS CONTRACT, WHICHEVER IS GREATER.
15. **SEVERABILITY:** Each of the provisions hereof is severable from each of the others. If any such provision is prohibited or unenforceable under applicable law, such provision will be ineffective only to the extent of such prohibition or unenforceability without invalidating the reminder hereof the remaining provisions of this CONTRACT.
16. **DELAY:** ARCHITECT shall not be liable for any delay in the performance of its obligations hereunder or for any damages suffered by reason of such delay, if such delay is directly or indirectly caused by, or in any manner arises from the fires, floods, accidents, riots, acts of God, war governmental interferences or embargoes, strikes, labor difficulties, shortage of labor, fuel, power materials or supplies, transportation delays, or any other causes beyond ARCHITECTS control.
17. **NOTES:** All notices given under this CONTRACT shall be in writing and shall be sent by registered or certified mail to the parties at their respective addresses set forth on the face hereof.
18. **MEDIATION:** In an effort to resolve any conflicts that arise during or following the completion of the project, the Client and architect agree that all disputes arising out of or relating to this Agreement shall be submitted to non-binding mediation under the auspices of the Construction Industry Mediation Rules of the American Arbitration Association unless the parties mutually agree otherwise.



City of Cartersville

**City Council Meeting
12/15/2011 7:00:00 PM
Energy and Environment, LLC for Lighting Retrofit**

SubCategory:	Contracts/Agreements								
Department Name:	City Manager's Office								
Department Summary Recommendation:	The City recently requested bids for upgrading lighting in many of the City's facilities. Upgrading the lighting will help us to reduce energy consumption while saving money. We received four bids for this work (the bid was publicly advertised, all bidders are from Atlanta): <table><tr><td>Excel Electric</td><td>\$421,600</td></tr><tr><td>Greenspeed Energy</td><td>\$371,475</td></tr><tr><td>E. Sam Jones</td><td>\$347,000</td></tr><tr><td>Energy and Environment</td><td>\$238,300</td></tr></table> We recommend accepting the low bid, from Energy and Environment, for \$238,300. While this bid is well below the others, E&E has ensured us that they can complete the project for this cost. Also, their bid is the only one which allows us to complete all of the work we bid out (the other bids would have required that we scale back our project). This project is being funded wholly by the Energy Efficiency and Conservation Block Grant.	Excel Electric	\$421,600	Greenspeed Energy	\$371,475	E. Sam Jones	\$347,000	Energy and Environment	\$238,300
Excel Electric	\$421,600								
Greenspeed Energy	\$371,475								
E. Sam Jones	\$347,000								
Energy and Environment	\$238,300								
City Manager's Remarks:	Your approval of the low bid to Energy and Environment in the amount of \$238,300 for our Lighting retrofit project is recommended.								
Financial/Budget Certification:	This item is to be paid by Energy Efficiency and Conservation Grant.								
Legal:	Reviewed by City Attorney's Office.								
Associated Information:	SAVE and E-Verify Completed								

CONSTRUCTION CONTRACT FOR LIGHTING RETROFITS – CITY OF CARTERSVILLE

THIS AGREEMENT is made the _____ day of _____, 20____, by and between the City of Cartersville, a municipal government of the State of Georgia, (hereinafter, called the “Owner”), with a place of business at 1 North Erwin St., Cartersville, GA 30120 and Energy & Environment, LLC, a corporation duly authorized by law to transact business in the State of Georgia (hereinafter, called the “Contractor”), whose mailing address is 2121-B Hollywood Rd. NW, Atlanta, GA 30318.

W I T N E S S E T H:

WHEREAS, This project is funded by the American Recovery and Reinvestment Act of 2009; and

WHEREAS, Owner has had prepared drawings, plans, specifications and addenda describing certain construction work it requires, the originals of which are on file and of record in the owner’s offices, and are, by this reference, specifically incorporated herein; and

WHEREAS, Contractor, having obtained an exact copy of said drawings, plans, specifications and addenda, has submitted the bid for such work that is the most beneficial to the City of Cartersville.

NOW, THEREFORE, the Owner and the Contractor in consideration of the mutual promises and benefits flowing to the parties hereto as hereinafter stated, agree as follows:

1. **SCOPE OF WORK.** The Contractor shall furnish all labor, materials, tools and equipment to perform all the Work shown on the drawings and called for in the specifications entitled: Lighting Retrofits – City of Cartersville, as prepared by: Spencer Bristol Engineering, Inc., who is referred to in the Contract Documents as the Design Professional. It is the intent and it is hereby agreed that the Contractor shall perform all work covered by this Contract and the Contract Documents.
2. **MATERIAL COMPLETION DATE.** This Contract shall be commenced within ten (10) days after proceed order is issued by the Owner and Material Completion shall be achieved in 105 consecutive calendar days from and including the date of the proceed order, time being of the essence.
3. **CONTRACT SUM.** The Owner shall pay the Contractor the sum of two hundred thirty-eight thousand three hundred dollars (\$238,300.00) subject to adjustment by additive or deductive Change Orders.
4. **PROGRESS PAYMENTS AND FORM OF PAYMENTS.** The Owner shall make progress payments on account of the contract on or about the 15th day of each month as stated in Article E-58 of the general conditions.
5. **FINAL PAYMENT.**
 - (a) Final payment under this Contract will be due to the Contractor thirty (30) days after the issuance of the Certificate of Material Completion by the Design Professional. The Contractor agrees that before applying for final payment, he will furnish to the Owner the Statutory Affidavit, and the warranties and guarantees called for in the specifications.
 - (b) Upon receipt of written notice from the Contractor pursuant to Article E-66 of the general conditions that the work is ready for final inspection, the Design Professional shall promptly make such inspection, and when he finds the work complies with the contract and when the contract shall have been fully performed he shall promptly issue a Certificate of Material Completion, over his own signature, stating that the work provided for in this contract has been completed under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.
 - (c) Before issuance of Certificate of Material Completion, the Contractor shall submit evidence satisfactory to the Design Professional that all payrolls, material bills, and other indebtedness connected with the work have been paid.

(d) If full completion of the work is materially delayed through no fault of the Contractor, and the Design Professional so certifies, the Owner shall, upon certificate of the Design Professional, and without terminating the contract, make payment of the balance due for that portion of the work fully completed. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

6. **THE CONTRACT DOCUMENTS.** The Contract Documents which form the basis of this Contract shall be the plans and specifications as enumerated below, together with any other documents so listed and enumerated, and it is expressly understood that these documents are specifically made a part of this Contract.

PROJECT MANUAL: Entitled: LIGHTING RETROFITS – CITY OF CARTERSVILLE

Dated: September 13, 2011

Addendum: Addendum One

CONTRACT: This contract dated December 1, 2011 by and between the parties written above.

7. **NOTICES.** All notices shall be given to the following addresses:

CONTRACTOR: Energy & Environment, LLC
2121-B Hollywood Road NW
Atlanta, GA 30318
Attention: John Noel, President
Phone: 404-794-2023

FUNDING AGENCY: Georgia Environmental Finance Authority
233 Peachtree Street, NE, Suite 900
Atlanta, GA 30097
Attention: Tracy Williams, Outreach Program Manager
Phone: 404-584-1091

DESIGN PROFESSIONAL: Spencer Bristol Engineering, Inc.
5880 Live Oak Parkway, Suite 140
Norcross, Georgia 30093
Attention: Doug Bristol, PE
Phone: 770-414-1628

OWNER: City of Cartersville
PO Box 1390
1 North Erwin Street
Cartersville, Georgia 30120
Attention: Tom Quist, Assistant to the City Manager
Phone: 770-607-2111

8. **LIQUIDATED DAMAGES.** The agreed daily amount for Liquidated Damages is \$1.00/day; however, since this project is completely funded from a reimbursable account originating from the United States Department of Energy, the consequence of failure to finish by the stipulated completion time may result in the City's being unable to fund the project.
9. **JURISDICTION AND VENUE.** This Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia. Any lawsuit or other action based on claims arising from this Contract shall be brought in a court or the forum of competent jurisdiction in Fulton County, in the State of Georgia.
10. **CONFLICTS.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under this Agreement. The

Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or contracted with.

11. **PROHIBITED TRANSACTIONS.** The parties hereto certify that the provisions of law contained in the Act prohibiting full-time appointive officials and employees of the State from engaging in certain transactions affecting the State as defined in Section 45-10-20 through 45-10-26 of the O.C.G.A. have not and will not be violated in any respect in regard to this Agreement.
12. **NO ASSIGNMENT.** This Agreement and the proceeds of this Agreement may not be assigned nor may the performance thereunder be assigned, except with the prior written consent of the Owner.
13. **NO WAIVER.** The failure of the Owner at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Owner thereafter to enforce any provision or any part of the Contract, nor shall the failure of the Owner to enforce any breach of any provision hereof to be taken or held to be a waiver of such provision, or as a waiver, modification or recession of the Contract itself.
14. **IMMIGRATION REFORM COMPLIANCE.**
The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 *et seq.* Contractor certifies that Contractor has registered at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Contractor further certifies that it shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.* Contractor warrants that it has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract. Contractor shall provide the Owner with notice of the identity of any and all subcontractors or consultants within five days of entering into the subcontract. The notice shall include an affidavit from the subcontractor or attesting to the subcontractor or consultant's name, address, user identification number, date of authorization to use the federal work authorization program and certification that the subcontractor or consultant shall verify the information of all newly hired employees. During the entire duration of this contract, Contractor and all subcontractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.
15. **AMENDMENTS IN WRITING.** No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of the parties. **NO REPRESENTATION, REQUEST, INSTRUCTION, DIRECTIVE OR ORDER, MADE OR GIVEN BY ANY OFFICIAL OF ANY AGENCY OF THE STATE OF GEORGIA, WHETHER VERBAL OR WRITTEN SHALL BE EFFECTIVE TO AMEND THIS CONTRACT OR EXCUSE OR MODIFY PERFORMANCE HEREUNDER UNLESS REDUCED TO A FORMAL AMENDMENT AND EXECUTED AS SET FORTH ABOVE. CONTRACTOR SHALL NOT BE ENTITLED TO ADDITIONAL COMPENSATION, DELAY IN PERFORMANCE, OR OTHER BENEFIT CLAIMED FOR RELYING UPON OR RESPONDING TO ANY SUCH REPRESENTATION, REQUEST, INSTRUCTION, DIRECTIVE, OR ORDER.**
16. **AMERICAN RECOVERY AND REINVESTMENT ACT.** The Contractor shall carry out the Services in accordance with the special provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), attached hereto as Section F and by this reference incorporated herein. In the event of conflict, the provisions in Section F shall take precedence over any conflicting terms in this Agreement. Pursuant to the ARRA, the Davis Bacon Act applies to this project and Contractor agrees it will pay the wages listed in Exhibit I.
17. **TERM.** This Agreement shall be in effect until December 31, 2011 and is automatically renewable for up to six (6) months periods, unless prior to December 31 of the then current term, the Mayor and City Council of the City of Cartersville take action to terminate this Agreement. Additionally, upon the election and swearing in of the Mayor and City Council every two years said Mayor and City Council may terminate this agreement by taking action within thirty (30) days from their swearing in.
18. **ENTIRE AGREEMENT.** This Contract, including all documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter; hereby superseding all other prior and contemporaneous agreements, representations, statements, negotiations, and undertakings whether oral or written.

THE PERSON SIGNING ON BEHALF OF EACH PARTY REPRESENTS THAT SUCH PERSON IS DULY AUTHORIZED AND FULLY EMPOWERED TO ENTER INTO THIS CONTRACT ON BEHALF OF SUCH PARTY. EACH PARTY WARRANTS THAT SUCH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS CONTRACT. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AS INDICATED BY THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES SET OUT BELOW.

EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

City of Cartersville

Energy & Environment, LLC

Printed Name: Matthew J. Santini

Printed Name: _____

Title: Mayor

Title: _____

By: _____
(Signature)

By: _____
(Signature)

Printed Name: Connie Keeling

Title: City Clerk

By: _____
(Signature)



City of Cartersville

**City Council Meeting
12/15/2011 7:00:00 PM
Georgia Highlands Gas Main Installation**

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	The Gas Department requested bids from three contractors for the installation of a gas main to provide the Georgia Highlands Student Center with natural gas service. Only one contractor responded with a bid. Therefore, the Gas Department is requesting City Council approval of the bid award to Southeastern Natural Gas Services of Rome, Inc. for \$12,842.05.
City Manager's Remarks:	Your approval of this bid in amount of \$12,842.05 to Southeastern Natural Gas Services is recommended.
Financial/Budget Certification:	This item is to be paid for with the gas main capital account 505-3600-54-1510. The cost of installing this extension will be reimbursed by the building contractor.
Legal:	N/A
Associated Information:	Copies of the E-Verify and SAVE are attached.

Memorandum

To: Michael Hill, Assistant Gas System Director

cc: Gary Riggs, Gas System Director

From: Brian Friery, Gas System Engineer

Date: December 5, 2011

RE: Natural Gas Main Extension
Georgia Highlands College Student Center
Cartersville Project. No. CP-11-008

As you know, sealed bid proposals were received Friday, December 2, 2011 at 12:00 Noon for the construction above referenced project. Out of the three requests for proposals, only one bid proposal was received in the amount of \$12,842.05 which was submitted by Southeastern Natural Gas Services of Rome, Inc. of Lindale, Georgia. Attached is bid tabulation. This bid is for the construction of this project and, as you know, a portion of the materials will be provided by the City. As you further know, due to circumstances beyond our control, there is a strict start and completion deadline for this project. The remaining contractors invited to submit a bid proposal, therefore, were not able to provide a bid proposal due to their prior commitments. As required by the bid documents, an affidavit pursuant to O.C.G.A. §13-10-91 (*EVerify*) and an affidavit pursuant to O.C.G.A. § 50-36-1 (*ESave*) were received with the bid, filed and a copy is attached.

Based on the Gas System's contractor installation price list prepared in 2007, the construction cost of this project was estimated to be \$10,405.80. As you can see, the single bid received is significantly higher than the estimate, however, the estimate did not include that portion of materials which will not be provided by the City and is, furthermore, included in the bid proposal. Since the scope of this project changed immediately prior to requesting bid proposals, several items included in the bid proposal were not part of the original estimate. I have estimated the total cost of material for this project (both City provided material and Contractor provided material) and the overall cost of this project is within 8.7% of the total estimated project cost of \$17,057.41. As you know, this total estimated project cost was provided by the Customer in the form of a tap fee. Southeastern Natural Gas Services of Rome, Inc. of Lindale, Georgia, furthermore, has satisfactorily completed several similar projects for the City in the past and is fully capable of satisfactorily completing this project. I, therefore, recommend the City award this contract to Southeastern Natural Gas Services of Rome, Inc. of Lindale, Georgia in the amount of \$12,842.05.

TABULATION OF PROPOSALS

				Contractor:		S'eastern Natural Gas Serv. Lindale, Georgia		Pride Utility Construction Gainesville, Georgia		Hodge Enterprizes, Inc. Loganville, Georgia	
				Estimate: \$10,405.80		BASE BID: \$12,842.05		BASE BID: NO BID		BASE BID: NO BID	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE ¹	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	4" IPS-DR 11, P.E. 2406 Polyethylene Pipe (<i>Pipe Provided by the Owner</i>)	1,060	L.F.	\$4.38	\$4,642.80	\$4.63	\$4,907.80				
2.	2" IPS-DR 11, P.E. 2406 Polyethylene Pipe (<i>Pipe Provided by the Owner</i>)	605	L.F.	\$3.60	\$2,178.00	\$3.85	\$2,329.25				
3.	2" Line Valve Assembly, 80# W.P. (<i>Valve Provided by the Owner</i>)	1	Ea.	\$150.00	\$150.00	\$275.00	\$275.00				
4.	2" Bore (<i>Bore Only</i>)	70	L.F.	\$10.50	\$735.00	\$9.00	\$630.00				
5.	2" High Volume Service Tee	1	Ea.	\$75.00	\$75.00	\$200.00	\$200.00				
6.	Connect to Existing 4" Polyethylene	1	Ea.	\$200.00	\$200.00	\$200.00	\$200.00				
7.	2" Anodeless Service Riser ²	1	Ea.	-	-	\$300.00	\$300.00				
8.	2" Meter Valve (<i>Valve Provided by the Owner</i>) ²	1	Ea.	-	-	\$75.00	\$75.00				
9.	Mulch (6")	2,000	S.Y.	\$0.50	\$1,000.00	\$0.75	\$1,500.00				
10.	Permanent Grassing	2,000	S.Y.	\$0.50	\$1,000.00	\$1.00	\$2,000.00				
11.	Solid Rock Excavation	5	C.Y.	\$85.00	\$425.00	\$85.00	\$425.00				
BID PROPOSAL				Total:	\$10,405.80	Total:	\$12,842.05	Total:	\$0.00	Total:	\$0.00

¹ Estimated unit prices do not include materials to be provided by the Contractor and unit price bids include all materials unless otherwise called for to be provided by Owner.

² Due to plan revisions after the estimate was prepared, these items were not included as bid items in the original estimate.

Natural Gas Main Extension
Georgia Highlands College Student Center
Cartersville Project No. CP-11-008

November 18, 2011

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.

231340
EEV/Basic Pilot Program* User Identification Number

Allen M. Kean
BY: Authorized Officer or Agent
(Contractor Name)

11/30/2011
Date

President
Title of Authorized Officer or Agent of Contractor

Allen M. Kean
Printed Name of Authorized Officer or Agent

Personally appeared before the undersigned
v.t.o after being duly sworn, deposes and says that
the facts stated in the above affidavit are true.

This 30 day of November, 2011.

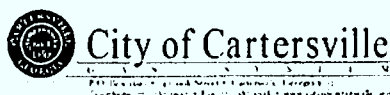
Notary Public: Rose Strickland SEAL

My Commission Expires: May 10th 2014

Floyd County, Georgia

*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).

0200-3



Natural Gas Main Extension
Georgia Highlands College Student Center
Cartersville Project No. CP-11-008

November 18, 2011

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

Allen Kean

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

Southeastern Natural Gas Services of Rome, Inc.

[Name of business, corporation, partnership]

1) X I am a United States citizen

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

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

Allen Kean

Signature of Applicant

11/30/2011
Date

Allen Kean

Printed Name

Personally appeared before the undersigned who after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

This 30th day of November, 2011.

Notary Public: Rome Strickland SEAL

My Commission Expires: May 18th 2014.

Floyd County, Georgia

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:

0200-5



City of Cartersville

For more information, contact the City of Cartersville at (770) 429-1234 or visit our website at www.cityofcartersville.com

\\Storage\Gas\Users\engineering\Projects\CP-11-008\Specifications\CP-11-008-0200-BE.docx

Item # 10



City of Cartersville

**City Council Meeting
12/15/2011 7:00:00 PM
Rescue Equipment Package**

SubCategory:	Bid Award/Purchases
Department Name:	Fire Department
Department Summary Recommendation:	This is the 5th and final major equipment package for the two new fire apparatus that were purchased for the replacement of Rescue 1 and new pumper for Station #4. This package is the heavy rescue equipment that will include cribbing, stabilization struts, air bags, hydraulic extrication power unit with rams and cutters. Six bids were sought with four responding. Recommendation is for low bid of \$30,380.00 from Fireline fire equipment. This is a budgeted item and all E-Verify and SAVE documents are completed and on hand Bids- • Georgia Fire and Rescue- \$44695.00 • Municipal Equipment Services- \$35,613.23 • Ten-8 Fire Equipment - \$31,448.32 • Fireline Fire Equipment- \$30,380.00
City Manager's Remarks:	Your approval of the low bid for the rescue equipment package as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid with lease pool funds. It will be charged to major safety equipment 100-2400-54-2110.
Legal:	
Associated Information:	E-Verify and SAVE documents are on file

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.

112687
EEV/Basic Pilot Program* User Identification Number

Holly McDonel
BY: Authorized Officer or Agent
(Contractor Name)

10/13/11
Date

acct.
Title of Authorized Officer or Agent of Contractor
Holly McDonel
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

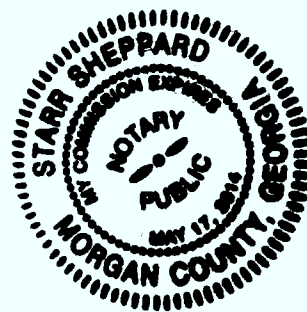
BEFORE ME ON THIS THE

13 DAY OF October, 2011

Starr Sheppard
Notary Public

My Commission Expires:

May 17, 2014



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

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

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

Jim Barron

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

FIRELINE INC.

[Name of business, corporation, partnership]

- 1) YES I am a United States citizen
- 2) YES 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.

Jim Barron
Signature of Applicant:

10-13-2011
Date

Jim Barron
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13 DAY OF October, 2011

Hollye Hodges McDanel
Notary Public

My Commission Expires:

HOLLYE HODGES MCDONEL, N.P.
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES OCT. 28, 2012

*
Alien Registration number for non-citizens

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



City of Cartersville

City Council Meeting
12/15/2011 7:00:00 PM
Drainage Structure Repairs West Avenue/Etowah Drive

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	Back during the floods of last Summer, we had a couple of home basements flood at or around 501 West Avenue. We have looked extensively at the drainage in place and although inadequate, some improvements to the existing drainage structures will improve the flow characteristics of the storm water exiting the street. There are seven (7) drainage structures that will be completely reworked to make these improvements. We solicited bid proposals for labor only from two vendors: C. H. Kirkpatrick and Sons and Johnny's Grading and Hauling. Public Works will furnish all materials. C. H. Kirkpatrick bid \$31,300.00 and Johnny's Grading bid \$29,100.00. We recommend the low bid from Johnny's Grading for the amount of \$29,100.00.
City Manager's Remarks:	These are some needed drainage improvements on West Av. Your approval of the low bid award to Johnny's Grading in the amount of \$29,100 is recommended.
Financial/Budget Certification:	Funding will come from current budget under miscellaneous drainage repairs.
Legal:	
Associated Information:	Everify and SAVE documentation is on file for this vendor!



City of Cartersville

City Council Meeting
12/15/2011 7:00:00 PM
Asset Management Software for Water Department

SubCategory:	Bid Award/Purchases												
Department Name:	Water Department												
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 12-5-11 Subject: Purchase Asset Management Software Council Approved: The Cartersville Water Dept. is required by the State of Georgia to use an asset management program to do work orders, inventory, project history etc. We have evaluated thre different programs in order to make a decision on which software to use. These systems are: <table><tr><td>SEMS Technology</td><td>\$19,045.00</td></tr><tr><td>Includes updates</td><td>\$ 7,050.00/yr</td></tr><tr><td>City Works</td><td>\$55,000.00</td></tr><tr><td>Updates Cost Extra</td><td>\$ 3,500.00/yr</td></tr><tr><td>Constantine Engineering/Civil System</td><td>\$20,000.00</td></tr><tr><td>Updates Cost Extra</td><td>\$3,000.00/yr</td></tr></table> The SEMS Technology integrates with Cogsdale billing and our GIS Mapping System. I recommend approval of purchasing this asset management system for \$19,045.00 and an annual fee of \$7050.00. This will be paid from budget and all Everify and SAVE information is attached.	SEMS Technology	\$19,045.00	Includes updates	\$ 7,050.00/yr	City Works	\$55,000.00	Updates Cost Extra	\$ 3,500.00/yr	Constantine Engineering/Civil System	\$20,000.00	Updates Cost Extra	\$3,000.00/yr
SEMS Technology	\$19,045.00												
Includes updates	\$ 7,050.00/yr												
City Works	\$55,000.00												
Updates Cost Extra	\$ 3,500.00/yr												
Constantine Engineering/Civil System	\$20,000.00												
Updates Cost Extra	\$3,000.00/yr												
City Manager's Remarks:	Your approval of this software purchase from SEMS as outlined above is recommended.												
Financial/Budget Certification:	This iem is to be paid from computer hardware and software line item 505-3320-54-2310.												
Legal:													
Associated Information:	Everify and SAVE attached.												

Cover Memo

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.

467061
EEV/Basic Pilot Program* User Identification Number

Mitchell A. Copman
BY: Authorized Officer or Agent
(Contractor Name)

11/18/11
Date

Managing Partner
Title of Authorized Officer or Agent of Contractor

MITCHELL A. COPMAN
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

21 DAY OF November, 2011

Jonathan M. Fine
Notary Public
My Commission Expires:



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

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

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

MITCHELL COPMAN

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

ATLANTA TECHNOLOGY ACQUISITIONS DBA SEMS TECHNOLOGIES, LLC
[Name of business, corporation, partnership]

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

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

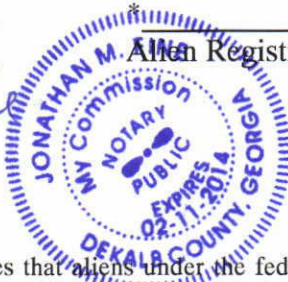
Mitchell Copman 11/21/11
Signature of Applicant: Date
MITCHELL A. COPMAN 11/21/11
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

21 DAY OF November, 2011

Jonathan M. King
Notary Public

My Commission Expires:



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



City of Cartersville

City Council Meeting
12/15/2011 7:00:00 PM
Valve for Water Treatment Plant

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 12-6-11 Subject: Purchase of Valve for WTP Council Approved: The actuator and 20" valve on the #2 high service pump at the water plant is not functional. This pump cannot be used without this valve. This pump is used for low flows because it is the smallest of our four (4) high service pumps. We reduce our energy cost when we can run it. Bids were obtained from: • Temsco \$ 8,911.78 • Principal Environmental \$28,186.00 • Charles Finch Valve Co/Southern Valve \$ 8,197.00 • Eco-Tec \$16,189.00 I recommend we purchase this valve and actuator from Charles Finch Valve Co/Southern Valve at a price of \$8,197.00. This will be paid from maintenance budget. Everify and SAVE documents are attached.
City Manager's Remarks:	Your approval of this valve replacement by Charles Finch Valve as outlined above is recommended.
Financial/Budget Certification:	This item is to be paid from water plant maintenance account 505-3310-52-2361.
Legal:	
Associated Information:	Everify and SAVE are attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

DHEA7745
EEV/Basic Pilot Program* User Identification Number
Southern Valve & Metals 12/5/11
BY: Authorized Officer or Agent Date
(Contractor Name)

President
Title of Authorized Officer or Agent of Contractor

[Signature]
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

5 DAY OF Dec 2012

[Signature]
Notary Public

My Commission Expires:



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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

James Deese

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

Southern Valve & Metals

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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



SUBSCRIBED
BEFORE ME ON THIS 5TH DAY OF Dec, 2012

Deanna Lane

Notary Public

My Commission Expires:

Signature of Applicant:

12/5/11
Date

James Deese
Printed Name:

*
Alien Registration number for non-citizens

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



City of Cartersville

City Council Meeting
12/15/2011 7:00:00 PM
Automated Controls at WPCP

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 11-29-11 Subject: Change Order for Automated Controls at WPCP Date Approved By Council: Work is almost complete on the Wonder Ware software operations system at the waste water treatment plant. We are in the trouble shooting phase and there is still some programming to be done. During the installation of the new software we found several valves that had not been previously put into the network. We had to install some wire to these sites in order to get them into the system. This required a field change and this adjusted our contract price. The increase is for \$8,694.00. This will allow us to close out the project when the last amount of work is complete. This brings the total installation to \$56,908.00. This is being paid out of budget.
City Manager's Remarks:	Your approval of this change is recommended.
Financial/Budget Certification:	This item is to be paid for from computer hardware and software 505-3330-54-2310. It was budgeted in FY 2011, but will be paid from FY 2012 funds.
Legal:	
Associated Information:	Everify and SAVE are still on file.



City of Cartersville

City Council Meeting
12/15/2011 7:00:00 PM
October 2011

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the financial report for October 2011. Also included is the supplemental financial information and the cash position for the same time period.
City Manager's Remarks:	Tom Rhineheart will present this information at the City Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of October 31, 2011

GENERAL FUND excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures	FY 2010 - 11 MONTH OF October-10	FY 2011 - 12 MONTH OF October-11	FY 2010 - 11 Year to Date October-10	FY 2011 - 12 Year to Date October-11	100.00% OF BUDGET (Year to Date)
REVENUE	\$3,460,787	\$3,408,652	\$7,807,386	\$7,648,985	31.68%
EXPENDITURE	\$1,703,532	\$2,187,746	\$6,518,776	\$6,673,283	27.64%
Gen. Fund Net Profit (Loss)	\$1,757,255	\$1,220,906	\$1,288,610	\$975,702	
<u>WATER & SEWER</u>					
REVENUE	\$1,060,159	\$1,084,467	\$4,881,527	\$4,828,322	25.34%
EXPENDITURE	\$941,751	\$991,247	\$4,013,609	\$3,804,890	19.97%
Wtr. & Swr. Fund Net Profit (Loss)	\$118,408	\$93,220	\$867,918	\$1,023,432	
<u>GAS</u>					
REVENUE	\$1,132,133	\$1,342,198	\$5,258,885	\$5,549,882	19.24%
EXPENDITURES	\$1,696,402	\$1,542,050	\$6,869,294	\$6,436,201	22.31%
Gas Fund Net Profit (Loss)	(\$564,269)	(\$199,852)	(\$1,610,409)	(\$886,319)	
<u>ELECTRIC</u>					
REVENUE	\$3,282,998	\$3,537,313	\$15,158,931	\$16,626,274	38.13%
EXPENDITURES	\$3,115,776	\$3,499,334	\$13,814,887	\$15,138,712	34.72%
Electric Fund Net Profit (Loss)	\$167,222	\$37,979	\$1,344,044	\$1,487,562	
<u>STORMWATER</u>					
REVENUE	\$97,805	\$101,107	\$394,611	\$406,812	34.45%
EXPENDITURE	\$96,167	\$102,306	\$358,034	\$380,728	32.24%
Stormwater Fund Net Profit (Loss)	\$1,638	(\$1,199)	\$36,577	\$26,084	
<u>SOLID WASTE</u>					
REVENUE	\$170,247	\$159,754	\$660,749	\$647,004	25.00%
EXPENDITURE	\$139,420	\$134,983	\$540,382	\$519,464	20.07%
Solid Waste Fund Net Profit (Loss)	\$30,827	\$24,771	\$120,367	\$127,540	
<u>FIBER OPTICS</u>					
REVENUE	\$145,601	\$129,194	\$658,054	\$530,171	32.77%
EXPENDITURE	\$91,671	\$99,894	\$403,449	\$367,757	22.73%
Fiber Fund Net Profit (Loss)	\$53,930	\$29,300	\$254,605	\$162,414	

				% of Monthly Totals to Budget
General Fund	Description	Through 10-31-11	FY 2012 Budget	
	Total Revenues	\$7,648,986	\$24,146,955	31.68%
	GO Bond Proceeds from School	\$1,076,547	\$2,568,890	41.91%
	Property Taxes-City Portion Only	\$92,411	\$1,289,320	7.17%
	Local Option Sales Tax (LOST)	\$1,543,642	\$4,818,625	32.03%
	Other Taxes	\$2,508,834	\$6,950,240	36.10%
	Building Permit & Inspection Fees	\$26,131	\$45,000	58.07%
	Fines and Forfeitures	\$176,218	\$590,000	29.87%
	Operating Transfers In-City Utilities	\$1,258,837	\$3,776,510	33.33%
	Other Revenues	\$966,366	\$4,108,370	23.52%
	Total Expenditures	\$6,673,283	\$24,146,955	27.64%
	Personnel Expenses	\$4,256,893	\$14,377,795	29.61%
	Operating Expenses	\$1,548,831	\$6,139,870	25.23%
	Capital Expenses	\$138,928	\$604,700	22.97%
	GO Bond Proceeds from School	\$34,505	\$2,568,890	1.34%
	Debt Pymt - JDA/CBA	\$466,276	\$0	#DIV/0!
	Library Appropriations	\$227,850	\$455,700	50.00%
Water & Sewer Fund	Total Revenues	\$4,828,322	\$19,051,945	25.34%
	Water Sales	\$2,917,109	\$8,132,500	35.87%
	Sewer Sales	\$1,632,807	\$4,292,000	38.04%
	Bond Proceeds	\$0	\$5,000,000	0.00%
	Other Revenues	\$278,406	\$1,627,445	17.11%
	Total Expenditures	\$3,804,890	\$19,051,795	19.97%
	Personnel Expenses	\$900,375	\$3,067,295	29.35%
	Operating Expenses	\$892,075	\$2,897,170	30.79%
	Capital Expenses	\$103,280	\$6,816,010	1.52%
	Transfer To General Fund	\$927,374	\$2,667,940	34.76%
	Debt Payments	\$981,786	\$3,603,380	27.25%
Gas Fund	Total Revenues	\$5,549,882	\$28,845,855	19.24%
	Gas Sales	\$5,081,340	\$24,807,545	20.48%
	Gas Commodity Charge	\$376,315	\$1,245,000	30.23%
	Bond Proceeds	\$0	\$2,055,000	0.00%
	Proceeds from Capital Leases	\$0	\$32,500	0.00%
	Other Revenues	\$92,227	\$705,810	13.07%
	Total Expenses	\$6,436,201	\$28,845,855	22.31%
	Personnel Expenses	\$500,802	\$1,758,845	28.47%
	Operating Expenses	\$145,768	\$816,120	17.86%
	Purchase of Natural Gas	\$4,762,163	\$20,365,910	23.38%
	Transfer to General Fund	\$967,037	\$3,295,150	29.35%
	Capital Expenses	\$60,431	\$2,609,830	2.32%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 10-31-11	FY 2012 Budget	
	Total Revenues	\$16,626,274	\$43,600,295	38.13%
	Electric Sales	\$16,187,158	\$42,254,840	38.31%
	Other Revenues	\$439,116	\$1,345,455	32.64%
	Total Expenses	\$15,138,712	\$43,600,295	34.72%
	Personnel Expenses	\$615,572	\$2,087,265	29.49%
	Operating Expenses	\$384,276	\$1,223,745	31.40%
	Purchase of Electricity	\$13,206,089	\$37,588,300	35.13%
	Capital Expenses	\$115,292	\$499,095	23.10%
	Transfer to General Fund	\$817,483	\$2,201,890	37.13%
Stormwater Fund	Total Revenues	\$406,812	\$1,181,000	34.45%
	Stormwater Revenues	\$402,862	\$1,170,000	34.43%
	Other Revenues	\$3,950	\$11,000	35.91%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$380,728	\$1,181,000	32.24%
	Personnel Expenses	\$122,764	\$449,680	27.30%
	Operating Expenses	\$132,295	\$519,690	25.46%
	Capital Expenses	\$125,669	\$211,630	59.38%
Solid Waste Fund	Total Revenues	\$647,004	\$2,587,900	25.00%
	Refuse Collections Revenues	\$632,841	\$2,060,290	30.72%
	Other Revenues	\$14,163	\$48,200	29.38%
	Proceeds From Capital Leases	\$0	\$479,410	0.00%
	Total Expenses	\$519,464	\$2,587,900	20.07%
	Personnel Expenses	\$299,676	\$1,059,505	28.28%
	Operating Expenses	\$219,788	\$1,048,985	20.95%
	Capital Expenses	\$0	\$479,410	0.00%
Fiber Optics Fund	Total Revenues	\$530,171	\$1,646,900	32.19%
	Fiber Optics Revenues	\$483,753	\$1,539,800	31.42%
	GIS Revenues	\$32,425	\$102,500	31.63%
	Other Revenues	\$13,993	\$4,600	
	Total Expenses	\$367,757	\$1,646,900	22.33%
	Personnel Expenses	\$169,521	\$531,810	31.88%
	Operating Expenses	\$116,578	\$675,675	17.25%
	MEAG Telecom Statewide Pymt	\$76,468	\$229,415	33.33%
	Capital Expenses	\$5,190	\$210,000	2.47%

*** Note - The increase in Restricted Cash is due to the change in the City's Pension Plan for October. The plan value increased \$1.675 million in October because of the market being stronger.