



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 – 9/15/2011
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. September 1, 2011 (Page 4-12)

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

1. SU11-02 Special Use application by Russell Hawkinson for property located at 119 South Avenue to allow the residence to be used as a place of assembly. (Page 13-32)

[Attachments](#)

C. Other

1. Urban Redevelopment Plan Update (Page 33-34)

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D. Discussion

1. First Time Home Buyer Foreclosure (Page 35-36)

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E. Appointments

1. Historic Preservation Commission (Page 37)

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F. Resolutions

1. Intersection Improvements at Country Club Drive (Page 38-41)

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2. Southern Natural Gas Agreement (Page 42-47)

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G. Contracts/Agreements

1. Intergovernmental Agreement with City of White Regarding Natural Gas Distribution (Page 48-53)

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2. Department of Justice/DEA Equitable Sharing Agreement and Certification (Page 54-60)

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3. Guaranteed Maximum Price for Public Safety HQ & Fire Station #4 (Page 61-66)

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4. Demolition Agreement for Fire Station on MLK (Page 67)

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H. Bid Award/Purchases

1. West Avenue/East Side Railroad Ditch Drainage (Page 68)

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2. Air Conditioner for Water Treatment Plant (Page 69-71)

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3. Yearly Approval to Purchase Chemicals for WPCP and WTP (Page 72)

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4. Electric Meters (Page 73)

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5. Power Poles (Page 74)

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7. Transformer (Page 76)

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I. Monthly Financial Statement

1. July 2011 (Page 77-81)

[Attachments](#)



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
September 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:	Your approval of minutes from the September 1st City Council meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
September 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 Pruitt

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

II. Regular Agenda

A. Council Meeting Minutes

1. August 18, 2011

A motion to approve the August 18, 2011 minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

B. Contracts/Agreements

1. Supplemental Power 2012

David Myers, Electric Superintendent stated that this is the annual MEAG Supplemental Power Subscription for 2012. Mr. Myers stated that since Cartersville has excess capacity for 2012, the city has elected to have MEAG sell this excess and recommended approval.

A motion to approve the MEAG Supplemental Power Subscription for 2012 was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

2. Memorandum of Understanding with Georgia Power

Sam Grove, City Manager stated that the intersection at U.S. 41 and Country Club Drive is currently insufficient to allow for the handling of truck traffic from Georgia Power and other motor vehicular traffic. Mr. Grove stated that the city will condemn the property of the Country Club and hire Georgia Power as its contractor to complete this work. Georgia Power will pay all expenses associated with this project. This type of condemnation is referred to as a friendly

condemnation with the Country Club in agreement to the condemnation and the appraised value and Mr. Grove recommended approval.

A motion to approve the Memorandum of Understanding along with the corresponding Resolution No. 21-11 was made by Council Member Hodge and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

A RESOLUTION TO AUTHORIZE CITY OF CARTERSVILLE, GEORGIA TO EXECUTE APPROPRIATE LEGAL INSTRUMENTS FOR ACQUISITION, CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES FOR CERTAIN IMPROVEMENTS TO COUNTRY CLUB DRIVE NECESSITATED BY THE REALIGNMENT OF SAID ROADWAYS; AND FOR OTHER PURPOSES

WHEREAS, Cartersville will acquire from the Cartersville Country Club approximately 0.733 acres for a public street as shown on the attached Exhibit “A”; and

WHEREAS, Bartow County will donate to Cartersville approximately 0.154 acres, as shown on the attached Exhibit “A”; and

WHEREAS, Cartersville and Bartow County currently own and maintain portions of the rights-of-way of the existing road; and

WHEREAS, in the interest of public safety, a project has been designed to construct a new section of Country Club Road to reconfigure the rights-of-way for such construction, alignment and reconfiguration as indicated on the plan prepared by Southland Engineering , attached hereto as Exhibit “B” Country Club Drive, (the “Roadway Improvements”);

WHEREAS, the construction and operation of the Roadway Improvements will require improvements to the roads for the general public as indicated in the attached Exhibits; and

WHEREAS, Cartersville desires to own the Roadway Improvements, and to assume the maintenance responsibilities associated with the rights-of-way of the Roadway Improvements from and after the date of completion of the Roadway Improvements as evidenced by a Certificate of Substantial Completion; and

WHEREAS, Cartersville and Bartow County are authorized to execute the appropriate legal instruments for the Roadway Improvements.

NOW, THEREFORE, BE IT RESOLVED BY CITY OF CARTERSVILLE, GEORGIA, as follows:

Section 1: That the City of Cartersville Mayor is hereby authorized to execute a Memorandum of Understanding with Georgia Power Company for the completion of the proposed Roadway Improvements.

Section 2: That such legal instruments shall provide for (a) the City of Cartersville, Georgia to acquire, construct and maintain the Roadway Improvements , and (b) Bartow County convey to Cartersville the right of way shown by the attached Exhibit “A”.

SO RESOLVED, THIS 1st DAY OF September, 2011.

CITY OF CARTERSVILLE, GEORGIA

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

ATTEST:
/s/ Connie Keeling
Connie Keeling
City Clerk

C. Other

1. Declaration of Necessity Regarding Condemnation of Country Club Drive

Sam Grove, City Manager stated that Declaration of Necessity for the condemnation of Country Club Drive goes along with the Memorandum of Understanding with Georgia Power. This condemnation has been approved by all parties involved and will allow for the improvement to this street and its intersection with U. S. 41. All costs are being paid by Georgia Power Company and Mr. Grove recommended approval.

A motion to approve Resolution No. 22-11 was made by Council Member McDaniel and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

RESOLUTION NO. 22-11

RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE PURPOSE OF AUTHORIZING CONDEMANATION FOR PUBLIC ROAD AND RELATED IMPROVEMENTS.

WHEREAS, the Mayor and City Council of the City of Cartersville, Georgia, have determined that it is in the best interest of the citizens of Cartersville, and necessary for the public purpose, to promote and protect the public’s general safety, health and welfare to authorize the condemnation of right of way in fee simple and temporary easements that are

necessary to improve the intersection at Country Club Drive and U.S 41/411 being City of Cartersville Project No. PW-2011-01 (hereinafter referred to as the "Project").

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Cartersville that the City of Cartersville is hereby authorized to condemn the right of way in fee simple as necessary and required for the completion of the above referenced Project including the relocating of all utilities and appurtenances thereto. The condemnation is necessary for the public's benefit and safety to provide for the transportation needs of the City of Cartersville and its inhabitants. The City is in the process of acquiring the remaining right of way and easements for this project.

To date the City has been unable to acquire the fee simple title through negotiation on the parcel listed below and indicated on Exhibits A, attached hereto and incorporated herein. Therefore, the Mayor and City Council authorizes the condemnation of the property pursuant to the method authorized by O.C.G.A. § 32-3-4 through 32-3-19 and said right-of-way is needed immediately for construction to commence.

The parcels have been appraised as follows:

<u>PARCEL.</u> <u>NO.</u>	<u>PROPERTY OF:</u>	<u>INTEREST</u>	<u>AREA/ACRE.</u>	<u>VALUE</u>
1	Cartersville Country Club, Inc.	Right of Way Diminished Value to Remainder	0.733 N/A	\$311,525 <u>\$ 90,521</u> \$401,816
ROUNDED TOTAL				<u>\$ 402,000.00</u>

The Mayor and City Clerk and all city officials are hereby authorized to sign and/or prepare any documentation necessary to condemn said property.

This Resolution is effective upon adoption.

BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this the 1st day of September 2011.

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

ATTEST:

/s/ Connie Keeling

Connie Keeling
City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION - CCC

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 54 OF THE 4TH DISTRICT, 3RD SECTION, BARTOW COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL AT THE INTERSECTION OF SOUTH RIGHT-OF-WAY OF BANK DRIVE (50' RIGHT-OF-WAY) WITH THE NORTH RIGHT-OF-WAY OF U.S. HIGHWAY 41/411 (200' RIGHT-OF-WAY); THENCE WITH A BEARING OF NORTH 05 DEGREES 49 MINUTES 52 SECONDS EAST A DISTANCE OF 52.15 FEET TO A *FLAT IRON*; THENCE WITH A BEARING OF NORTH 10 DEGREES 55 MINUTES 58 SECONDS WEST A DISTANCE OF 41.41 FEET TO A *IRON PIN*; THENCE WITH A BEARING OF NORTH 01 DEGREES 16 MINUTES 21 SECONDS WEST A DISTANCE OF 80.66 FEET TO A *NAIL*; THENCE WITH A BEARING OF NORTH 68 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 59.43 FEET TO AN *IRON PIN*; THENCE WITH A BEARING OF NORTH 26 DEGREES 58 MINUTES 40 SECONDS EAST A DISTANCE OF 151.23 FEET TO A *IRON PIN*; THENCE WITH A BEARING OF NORTH 28 DEGREES 46 MINUTES 40 SECONDS EAST A DISTANCE OF 173.72 FEET TO AN *IRON PIN*; THENCE WITH A BEARING OF SOUTH 61 DEGREES 13 MINUTES 20 SECONDS EAST A DISTANCE OF 88.49 FEET TO A *IRON PIN*; THENCE WITH A BEARING OF SOUTH 28 DEGREES 56 MINUTES 59 SECONDS WEST A DISTANCE OF 122.28 FEET TO AN *IRON PIN*; THENCE WITH A BEARING OF SOUTH 28 DEGREES 49 MINUTES 46 SECONDS WEST A DISTANCE OF 112.69 FEET TO AN *IRON PIN*; THENCE WITH A BEARING OF SOUTH 09 DEGREES 36 MINUTES 11 SECONDS WEST A DISTANCE OF 67.57 FEET TO AN *IRON PIN*; THENCE WITH A BEARING OF SOUTH 13 DEGREES 15 MINUTES 51 SECONDS EAST A DISTANCE OF 43.64 FEET TO AN *IRON PIN*; THENCE WITH A BEARING OF NORTH 69 DEGREES 10 MINUTES 13 SECONDS WEST A DISTANCE OF 60.57 FEET TO A *NAIL*; THENCE IN A SOUTHERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 395.54 FEET, HAVING A CHORD BEARING OF SOUTH 13 DEGREES 09 MINUTES 54 SECONDS EAST AND A CHORD DISTANCE OF 67.27 FEET, AND AN ARC LENGTH OF 67.35 FEET TO A *NAIL*; THENCE IN A SOUTHERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 192.13 FEET, HAVING A CHORD BEARING OF SOUTH 04 DEGREES 32 MINUTES 20 SECONDS WEST AND A CHORD DISTANCE OF 83.39 FEET, AND AN ARC LENGTH OF 84.06 FEET TO A *NAIL*; THENCE WITH A BEARING OF NORTH 69 DEGREES 13 MINUTES 17 SECONDS WEST A DISTANCE OF 7.88 FEET TO A *NAIL*; SAID PARCEL CONTAINING 31,929.48 SQUARE FEET OR 0.733 ACRES.

This description was generated on August 26, 2011 at 1:46 PM, based on geometry in the drawing file G:\11000\11044 - GA POWER - CCC DRIVE\11044 - ROW PLAT - CCC.dwg.

2. Adoption of Hazard Mitigation Plan

Tom Quist, Assistant to the City Manager stated that the past months, City staff members have worked with employees and stakeholders throughout Bartow County to update the Countywide Hazard Mitigation Plan. Adoption of a Hazard Mitigation Plan not only provides a strategic map for mitigating hazardous events, it also provides increased access to funding, particularly from the Federal Level. Mr. Quist stated that he is asking for the adoption of the current hazard mitigation plan, which is in draft form, in order to expedite the receipt of funding for a pending grant application should the funding be approved. Mr. Quist stated that the plan will be finalized in the coming months and recommended council authorize the City Manager and City Attorney to approve the final version once it is complete.

A motion to approve the Hazard Mitigation Plan pending approval of final plan by the City Manager and City Attorney along with the Corresponding Resolution No. 23-11 was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

Resolution No. 23-11

A RESOLUTION OF THE CARTERSVILLE CITY COUNCIL PURSUANT TO THE DISASTER MITIGATION ACT OF 2000 AUTHORIZING ADOPTION OF THE BARTOW COUNTY HAZARD MITIGATION PLAN

WHEREAS, the City of Cartersville along with Bartow County and its municipal governments are required to complete a Hazard Mitigation Plan by the Disaster Mitigation Act of 2000; and

WHEREAS, under the provisions of the Disaster Mitigation Act of 2000, local governments that complete Hazard Mitigation Plans will remain eligible for Federal mitigation funding; and

WHEREAS, the City of Cartersville along with Bartow County and its municipal governments have completed a Hazard Mitigation Plan that fulfills the Federal requirements of the Disaster Mitigation Act of 2000; and

WHEREAS, the Hazard Mitigation Plan attached hereto as Exhibit "A" has been approved by the Bartow County Hazard Mitigation Planning Committee and is recommended for approval by the Mayor and City Council of the City of Cartersville.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Cartersville that the Bartow County Hazard Mitigation Plan attached hereto as Exhibit “A” is hereby approved, subject to final approval by the City Manager and City Attorney as to form.

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

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

(Exhibit A is on file in the Vault at City Hall)

D. Bid Award/Purchases

1. One-Ton Truck Cab and Chassis

Bobby Elliott, Public Works Director stated that bids were solicited for a one-ton truck cab and chassis for his department. Mr. Elliott stated only two qualified bids were received both from local vendors. After a comparison of the specifications between the two models, staff determined that the GMC was more suited for the needs of the department and recommended approval of the best bid from Wynn Pontiac Buick GMC for the purchase of the GMC Sierra 3500 in the amount of \$29,528.90.

A motion to approve the best bid from Wynn Pontiac Buick GMC was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

2. Emergency Work on Generator at Water Pollution Control Plant

Ed Mullinax, Assistant Water Superintendent stated that the backup generator at the wastewater plant is run about 30 afternoons per year to reduce the peak demand for the Cartersville Electric Department. This saves about \$150,000 per year. The generator went down due to overheating and this repair was performed on an emergency basis. Mr. Mullinax recommended approval of the emergency maintenance by Yancey Power Systems in the amount of \$5,520.92.

A motion to approve the cost of the emergency repairs by Yancey Power Systems was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

3. Sodium Bi-Sulfite

Ed Mullinax, Assistant Water Superintendent stated that typical purchase of Sodium Bi-Sulfite for the Water Pollution Control Plant chlorine removal is less than the amount that requires council approval; however, a recent price increase has exceeded this limit. Mr. Mullinax recommended approval to purchase Sodium Bi-Sulfite from Southern Ionics, Inc. in the amount of \$5,657.62.

A motion to approve the purchase from Southern Ionics, Inc. was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

Chief Scott Carter came forward to invite the Mayor and Council to a community program in Friendship Plaza on September 11, 2011 commemorating the 10th Anniversary of the 9/11 Tragedy.

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

9/15/2011 7:00:00 PM

SU11-02 Special Use application by Russell Hawkinson for property located at 119 South Avenue to allow the residence to be used as a place of assembly

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tract is located at 119 South Avenue, halfway between Neel Street and Cook Street. This property is large compared to adjacent residential tracts (over 1 1/2 acres) and includes a large residence constructed over one hundred years ago. The applicant seeks a special use permit to operate a Place Of Assembly at this location for weddings, receptions, and other events. Planning Commission recommended approval.
City Manager's Remarks:	Your approval of the special use application is recommended by the Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): SU11-02

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Russell Hawkinson

Representative: Peter Olson

Property Owner: Audrey and Russell Hawkinson

Property Location: 119 South Avenue

Access to the Property: South Ave, halfway between Neel St and Cook St

Site Characteristics:

Tract Size: Acres: 1.68 acres District: 4th Section: 3rd LL(S): 527

Ward: 2 Council Member: Jayce Stepp

LAND USE INFORMATION

Current Zoning: R-7 (single-family residential) and in Olde Town Historic District

Proposed Special Use: Allow owner-occupied house to be used as a Place of Assembly for weddings, receptions, etc.

Current Zoning of Adjacent Property:

North: R-7 (single-family residential) and in Olde Town Historic District

South: R-7 (single-family residential) and in Olde Town Historic District

East: M-U (Multiple Use) and in Olde Town Historic District

West: R-7 (single-family residential)

The Future Development Plan designates the subject property as:

Historic Neighborhood: residential areas typically developed prior to World War II, encouraged to maintain neighborhood character, compatible infill development permitted, recommended zoning districts R-10, R-7, and P-S.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections – however, please note the following:

1. If commercial food preparation operations are undertaken at this site, a backflow preventer will be required for the water service.
2. If commercial food preparation operations are undertaken at this site, a grease trap will be required for the sewer service.

Public Works:

No objections.

Gas:

No comments.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

The subject tract is located at 119 South Avenue, halfway between Neel Street and Cook Street. This property is large compared to adjacent residential tracts (over 1 ½ acres) and includes a large residence constructed over one hundred years ago. The applicant seeks a special use permit to operate a Place of Assembly at this location for weddings, receptions, and other events.

Please review the following findings, as stated in the Zoning Ordinance, that are to be utilized in determining justification for approval or denial of special use request(s).

Sec. 16.1. Scope and intent.

This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider:

- A. The effect of the proposed activity on traffic flow along adjoining streets;
- B. The availability, number and location of off-street parking;
- C. Protective screening;
- D. Hours and manner of operation of the proposed use;
- E. Outdoor lighting;
- F. Ingress and egress to the property; and
- G. Compatibility with surrounding land use.

In granting a special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

- A. The standards for the Special use as specified herein can be met;
- B. Recommendations have been received from the planning and development staff and other appropriate City departments.
- C. A public hearing has been held in relation to the special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a special use; and
- D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

Sec. 16.4. Minimum special use standards.

16.4.11. Places of assembly.

A. *Allowable districts:* AG, R-20, R-15, R-15, R-10, R-7, R-D, M-U, N-C, DBD, O-C, and G-C.

B. *Standards:*

1. Principle structure shall be a minimum of twenty-five hundred (2,500) square feet of heated area.

Staff review: The house has approximately 4,100 sqft of heated area.

2. Parking requirements shall be one (1) space per three (3) seats for every person lawfully permitted within the assembly hall at one (1) time.

Staff review: The applicant has stated that, based on discussions with Cartersville Fire representatives, maximum occupancy will be no more than 100 persons. The applicant proposes to use the rear yard for parking to accommodate the required 33 cars. Public Works representatives have also discussed the parking situation with the applicant and have no objections.

3. Parking spaces located on the property tract shall be screened from all adjoining residential properties with a solid fence, of a minimum of five (5) feet in height, or evergreen trees and shrubs densely planted which will provide a visual screen height of five (5) feet within two (2) years of planting.

Staff review: The property has an existing six (6) feet in height solid wood privacy fence encircling the property perimeter.

4. One (1) identification sign having a maximum size of six (6) square feet in area and a maximum height of five (5) feet shall be allowed on each street frontage in residential streets.

Staff review: The applicant proposes to comply with this standard.

5. In residential districts, the facility shall be operator occupied.

Staff review: Mr. and Mrs. Hawkinson, who have owned and lived in the residence since 2005, would operate the business and continue to use the residence as their home.

STAFF RECOMMENDATION: Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL

Application for Special Use

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

Application Number SU11-02

Hearing Dates 9-6-11

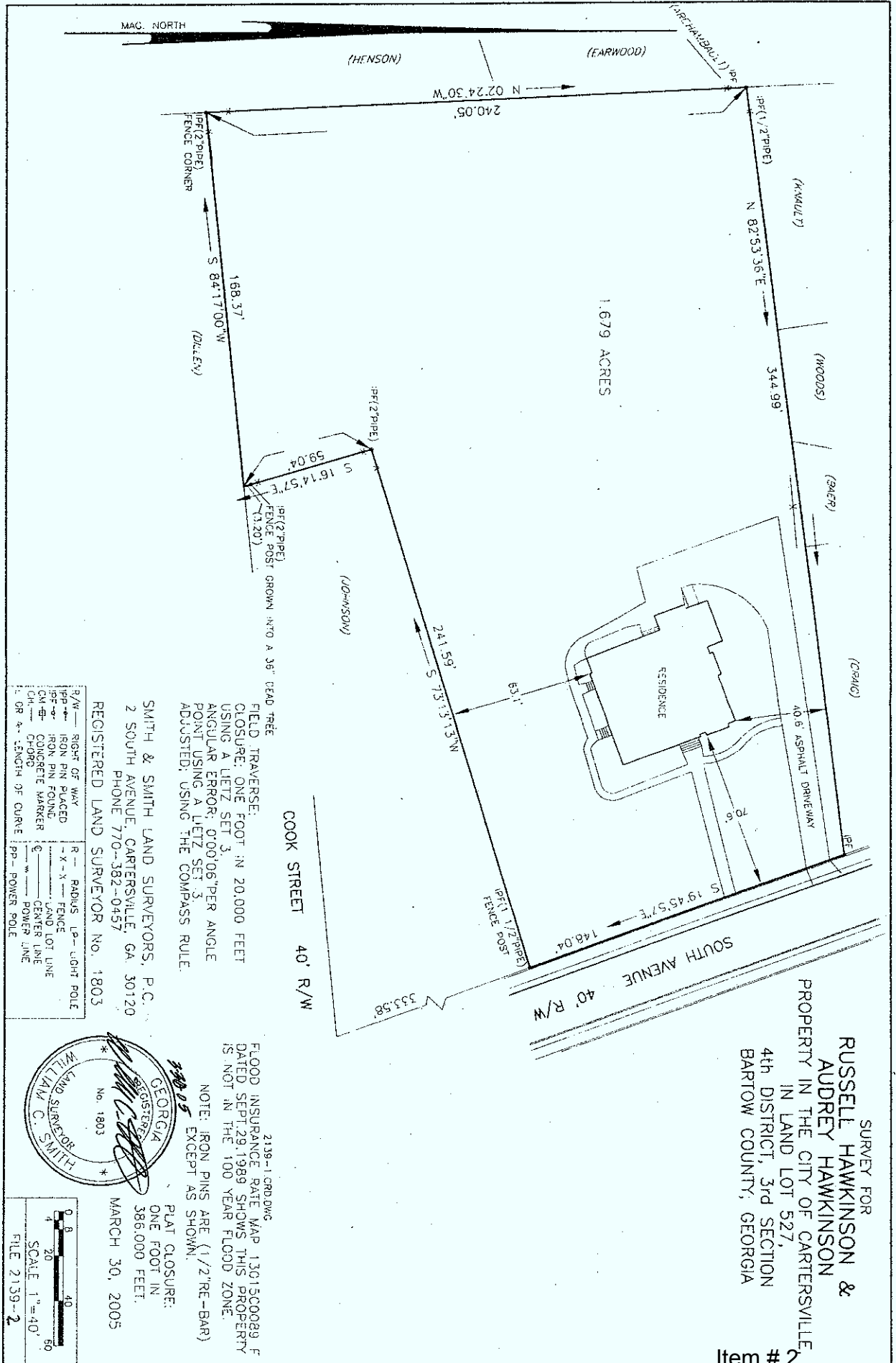
Paid \$400
8-5-11 - RO

Applicant <u>Russell Hawkins</u> (applicant's printed name)		Business Phone <u>678-662-1116</u>	
Address <u>119 South Ave</u>		Home Phone <u>678-721-0620</u>	
City <u>Cartersville</u>	State <u>GA</u>	Zip <u>30120</u>	
<u>Peter R. Olson</u> (Representative's printed name (if other than applicant))		Phone <u>770-387-1373</u> Fax # <u>770-387-2396</u>	
<u>Peter R. Olson</u> Representative's signature		<u>[Signature]</u> Applicant's signature	
Signed, sealed and delivered in presence of: <u>Peter R. Olson</u>			
Notary Public		My commission expires:	
PETER R. OLSON NOTARY PUBLIC Bartow County, Georgia My Comm. Expires 1/21/12			

Titleholder <u>Audrey Hawkins</u> (titleholder's printed name)		Business _____		Home <u>678/721-0620</u>	
*attach additional notarized signatures as needed on separate application page					
Address <u>119 South Avenue Cartersville, GA 30120</u>					
Signature <u>Audrey Hawkins</u>					
Signed, sealed, delivered in presence of: <u>Peter R. Olson</u>					
Notary Public		My commission expires:			
PETER R. OLSON NOTARY PUBLIC Bartow County, Georgia My Comm. Expires 1/21/12					

Present Zoning District(s) <u>R-7</u>		Requested Special Use <u>Place of Assembly</u>			
Acreage <u>1.679</u>	Land Lot(s) <u>527</u>	District(s) <u>4th</u>	Section(s) <u>3rd</u>		
Location of Property <u>119 South Avenue, Cartersville</u> (street address, nearest intersections, etc)					
Reason for requested Special Use: <u>Allow special events - weddings, receptions.</u> (attach additional statement as necessary)					

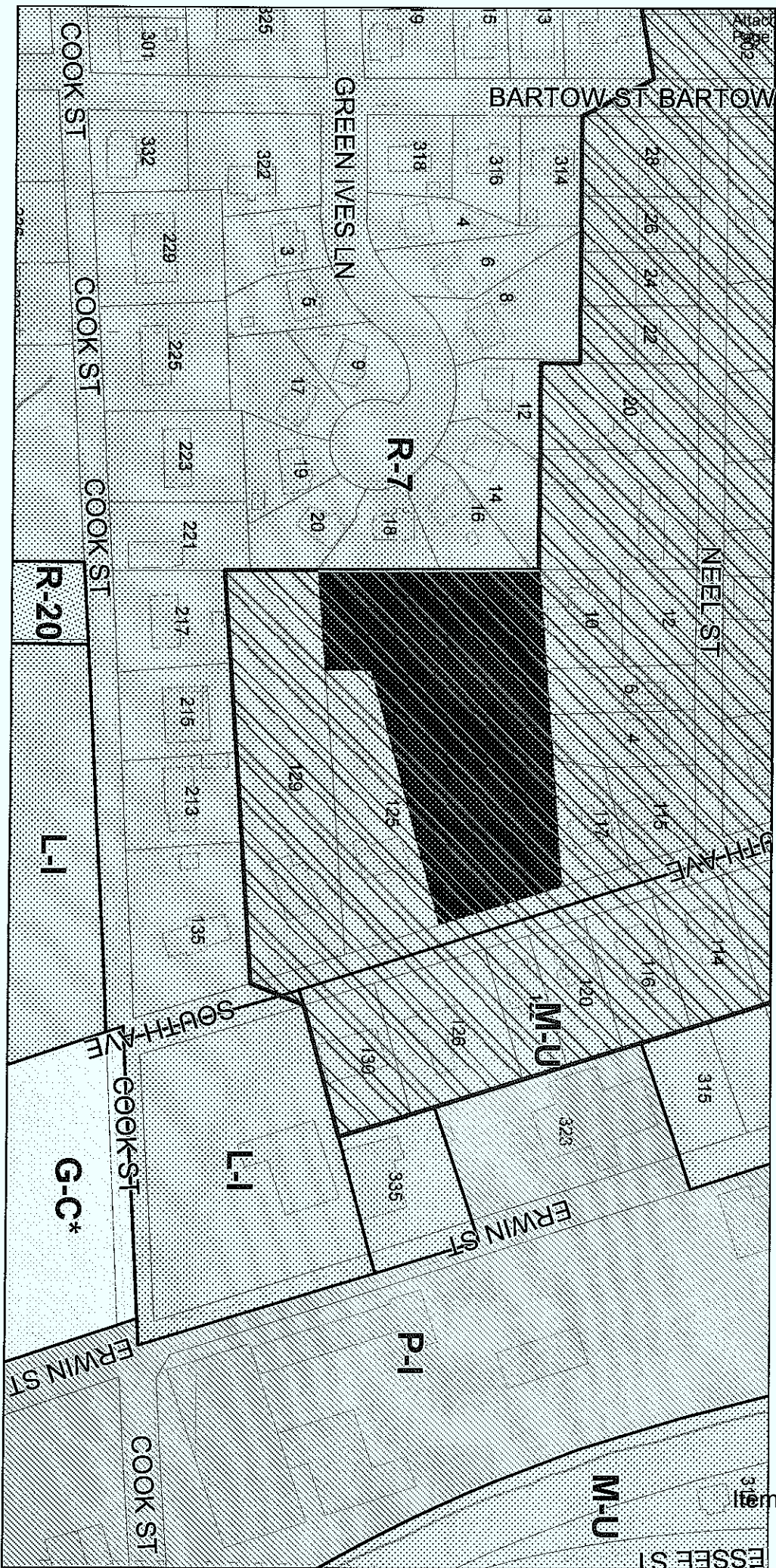
Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.



SURVEY FOR
RUSSELL HAWKINSON &
AUDREY HAWKINSON
PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOT 527,
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA

119 South Ave - special use case SU11-02

Attachment number 1
Page 7 of 19



Item # 2

119 South Ave - special use case SU11-02

Document number 1
8 of 19



Item # 2









SPECIAL USE JUSTIFICATIONS

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use as a matter of right in a zoning district.

For review of a Special Use case, an applicant must state the use applied for and demonstrate that the standards for such use have / will be met:

Use Applied For: Place of assembly, Sec. 16.4.11

Standard 1: The principal structure to be used shall be a minimum of two thousand five hundred (2,500) square feet of heated area.

How Standard 1 has / will be met: The existing house has approximately 4,100 square feet of heated area.

Standard 2: Parking requirements shall be one (1) space per three (3) seats for every person lawfully permitted within the assembly hall at one (1) time.

How Standard 2 has / will be met: Maximum occupancy will be no more than 100 per Fire Marshall. 1.6 acre lot has nearly an acre for parking in the rear, more than adequate to accommodate 33 cars.

Standard 3: Parking spaces located on the property tract shall be screened from all adjoining residential properties with a solid fence, of a minimum of five (5) feet in height, or evergreen trees and shrubs densely planted which will provide a visual screen height of five (5) feet within two (2) years of planting.

How Standard 3 has / will be met: Property has existing six-foot high, solid wood privacy fence encircling back yard where parking would be located. Photos provided.

Standard 4: One (1) identification sign having a maximum size of six (6) square feet in area and a maximum height of five (5) feet shall be allowed on each street frontage in residential districts.

How Standard 4 has / will be met: This standard will be complied with.

Standard 5: In residential districts, the facility shall be operator occupied.

How Standard 5 has / will be met: The owners of the home will be the operators and they live on the premises. It is their home.

Thursday, August 11, 2011

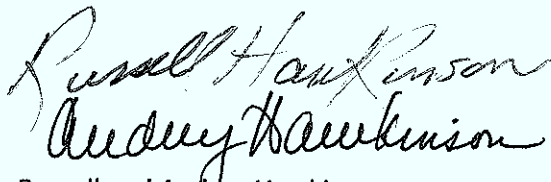
**RUSSELL AND AUDREY HAWKINSON
119 SOUTH AVENUE
CARTERSVILLE, GEORGIA 30120**

Dear Mayor and City Council,

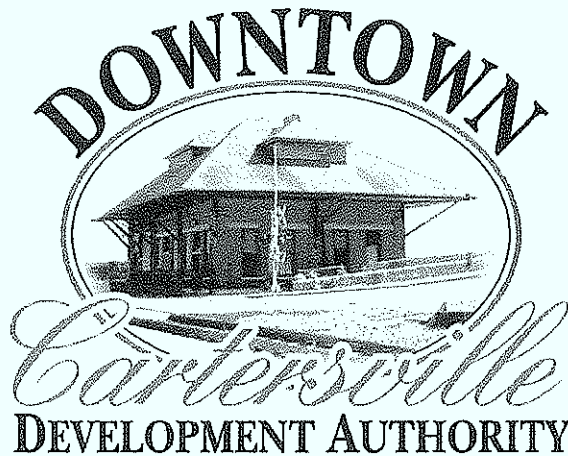
We are the owners of the 1892 Queen Anne Victorian home located at 119 South Ave, formerly known as the Neel House. We have applied for a Special Use Permit for a Place of Assembly. It is our intent to have such events as Weddings and Receptions. We have lived in the home since 2005 and are passionate about Historic Preservation. Historic preservation is very costly and it would be helpful to be able to realize some income from the home. We have worked diligently to restore and improve the home and grounds and will continue to do so as our budget permits. We do not intend to expand the home, but just use the existing structure. We have a 1.6 acre lot with ample open parking in the rear. The rear lot is surrounded by a privacy fence coupled with buffering screen plants. It is our hope that we can bring groups of people to the area for their events and possibly generate new patronage that would benefit the local business community as well.

Thank you very much for your consideration

Sincerely,

Handwritten signatures of Russell and Audrey Hawkinson in cursive script.

Russell and Audrey Hawkinson



TO: Sam Grove
FROM: Liz Hood
DATE: August 19, 2011
RE: Letter of support, Audrey and Russell Hawkinson

The board of directors of the Cartersville Downtown Development Authority support an application by Audrey and Russell Hawkinson to operate a special event house at 119 South Avenue. The establishment of a facility to host weddings, receptions and other special events in a neighborhood adjacent to downtown will benefit downtown merchants providing goods and services needed for these events. To name just a few, these include: bakery, catering and ancillary meals at/from downtown restaurants, nail and hair salons, spas, gift registry at downtown stores for brides, clothing purchases, and many more assorted purchases.

As with the usage of Grand Oaks, RoseLawn, and Stonewall Manor, all adjacent to the downtown historic district, downtown benefits in many ways from having visitors from outside our community attend events in Cartersville. They stay in local hotels creating additional hotel/motel taxes which support tourism projects, and enjoy shopping, dining, and visiting attractions while in town.

Each of the 100 visitors to an event hosted by the Hawkinsons will spend an average of \$119 per day, or \$12,000 in additional revenue for our community, per event, and that is just for shopping, dining, attractions and hotel stays. With the average wedding costing \$25,000, and many of these services being purchased locally, the local economic impact can be tremendous. Multiple the revenue of one event by the many events throughout the year hosted by the Hawkinsons, and the benefits of this new event facility are substantial.

The DDA supports the establishment of this new special event house, and look forward in the future to providing referrals to this facility from the Welcome Center at the Depot.

Sincerely,

Liz Hood
Executive Director



CONVENTION & VISITORS BUREAU

August 25, 2011

City of Cartersville
P.P. Box 1360
Cartersville, GA 30120

RE: Special Permit Request by Audrey and Russell Hawkinson

Dear Sirs:

I write to support the special permit request under consideration to allow Audrey and Russell Hawkinson to use their home at 119 South Avenue, Cartersville, as a special event facility.

As I am sure you are aware, special events such as weddings, receptions, reunions and other celebrations generate significant revenue for Cartersville's hotels, shops, caterers, florists and other suppliers. And, because they occur at all times of the year, special events bring in business during shoulder seasons when hotel occupancies are down. Moreover, special events introduce Cartersville's museums and inviting downtown to people that otherwise might never come, thus stimulating return visitation and resulting expenditures.

In that Cartersville is growing a reputation as a meetings and events destination, I believe the addition of the Hawkinson home to the product of venues will only add to the this synergy and increase our share of this lucrative market. For these reasons, I urge your favorable consideration of this special permit request. Naturally I welcome any comments or questions you may have.

Respectfully,

Ellen Archer
Executive Director

P. O. Box 200397
Cartersville, Georgia 30120
P | 770.387.1357 • 800.733.2280
F | 770.607.3104
E | cvb@NotAtlanta.org

August 25, 2011

Dear Mayor and City Council of Cartersville,

I wish to offer my support for Russell and Audrey Hawkinson, 119 South Ave., and their request to the City for their property to receive a Special Use Permit in order to conduct weddings, receptions and other such events on their property. We are excited for the positive impact this would have for or end of the Olde Town Historic District. Although the Hawkinson's have already made vast improvements to their property my wife, Stacy, and I are confident the house and grounds would become a showplace that would in turn attract other likeminded people to our area. This is something we need for our property values and the overall aesthetics in our area. We are witnessing a turn towards foreclosed and blighted properties and would love to see a change in direction. Russell and Audrey Hawkinson have been good neighbors. Our property, 129 South Ave., adjoins theirs at the rear portion where they intend to place the parking. Being that it is such a large area I do not foresee any problems with adequate capacity for cars and there is a fence and vegetative buffer between our yards so it would not be visually apparent to us.

Thank you for your letter of notification and please consider our support in your decision.

Respectfully,



Dr. Samuel Sabaka

We, the undersigned residents of **Olde Town Neighborhood**, are **OPPOSED** to the rezoning of 119 South Avenue from R-7 to Special Use.

Name	Address	Phone
Patty Richardson	110 South Ave	770 606-7241
Marion Kufner	4 Neel St	71337-4923
Chris Ballard	214 Cook St	770-384-2001
Jessica Bowman	103 South Ave	404 502-9300
Bob Smith	406 West Ave	Chadsville 770-334-3170
Bob	7 Tabernacle St	Chad 678 899-2017
Gloria Smith	406 West Ave	770-389-3676
Marion Kufner	10 Neel St	71337-4923
Emily Lynch	114 South Ave	770-386-4663
Joe Lynch	114 South Ave	770-386-4663
Louie Lloria	26 Neel St	770-386-5695
Cathy M. Sullivan	323 West Ave	678-873-2225

We, the undersigned residents of Olde Town Neighborhood, are **OPPOSED** to the rezoning of 119 South Avenue from R-7 to Special Use.

Name	Address	Phone	Email
LESLIE MCCRARY	215 S BARTON	770-607-8504	LESANN82@BELLSOUTH
Greg Smith	222 S Barton	770-382-9048	gregsmith66@gmail.com
DAVID HULSEY	226 S. BARTON ST.	678-231-2343	COMMAND HEADQUARTERS@GMAIL
Katherine Hulse	226 S. Barton St	678-230-6516	Kth226@gmail.com
Carole Jackson	219 S. Barton St	---	Carole Jackson
Alison Dillen	307 W. Ave.	770-387-4238	alisondillen@att.net
Debbie Hughes	225 S Barton St	---	---
Lynne Pritchett	217 S. Barton St	770-607-9997	lpritchett@AOC.com
David Turner	215 West Ave	770-382-0430	---
Rebecca B. Cowan	209 West	770-714-2748	Rebecca.Cowan@bartow.k12.ga.us
Charles P. Cowan	209 West Ave	770-714-2121	ccowan@AOC.com
Faye Evans	20 Greenview Lane	770-387-2989	---
Shelley Lilly	227 S. Barton St	770-387-8308	lillyshelley@yahoo.com



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 # **SU11-02**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

Russell Hawkinson (Peter Olson, representative) has made a special use request on the following property: Approximately 1.68 acres located at 119 South Avenue in the 4th District, 3rd Section, Land Lot 527 to allow the residence to be used as a place of assembly.

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

1. A Property interest in any real property affected by a zoning 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 zoning 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
9/15/2011 7:00:00 PM
Urban Redevelopment Plan Update

SubCategory:	Other
Department Name:	Planning and Development
Department Summary Recommendation:	As part of the Urban Redevelopment Plan (URP) adopted by the Mayor and Council in late 2010, the City Council has chosen to oversee implementation of the plan as the designated redevelopment entity. It is the responsibility of staff to study, investigate, and administer the URP and all appropriate implementation tools. The attached memo provides a quarterly status update to the URP, as required in the plan and requires no action from Council. The update will cover home improvement projects for owner-occupied homes as well as new home construction in North Towne and information on industries that have taken advantage of the Opportunity Zone program for State job tax credits.
City Manager's Remarks:	The update on the URP is attached for Council's review/input as required by law.
Financial/Budget Certification:	
Legal:	
Associated Information:	



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

MEMO

TO: Mayor and Council
FROM: Randy Mannino and Richard Osborne
DATE: September 9, 2011
SUBJECT: Urban Redevelopment Plan update

As part of the Urban Redevelopment Plan (URP) adopted by the Mayor and Council in late 2010, the City Council has chosen to oversee implementation of the plan as the designated redevelopment entity. It is the responsibility of staff to study, investigate, and administer the URP and all appropriate implementation tools. Please see below for a status update to the URP.

Based on surveys and discussions with North Towne residents, the community is concerned about the lack of home maintenance. Earlier this year, City staff applied for Community Development Block Grant (CDBG) funding for home improvement projects for owner-occupied single-family residences in North Towne. Recently, City officials were notified that the City has received almost \$200,000 to be used for improvements to owner-occupied residences in an area including and adjacent to Martin Luther King Jr Drive as well as Mary Street. These housing upgrades will improve the health and safety of the homes while enhancing their street appeal.

Before receiving the recent CDBG funds, the City received CDBG Supplemental Disaster Recovery funding for almost \$750,000. Single-family homes are being built in the North Towne area in partnership with Habitat for Humanity and the Etowah Housing Authority. Construction on the first structure was completed earlier this year at the corner of Porter Street and Courrant Street (118 Courrant St). Future homes are proposed to be built on Johnson Street and MLK Jr Drive.

The Opportunity Zones program continues to be popular and a positive incentive for industrial growth. Through this program, industries in the Northwest Industrial area adjacent to Redcomb Drive and the South Industrial area adjacent to South Erwin Street can receive State job tax credits of \$3,500 per job for hiring two (2) or more full-time employees. This credit, available for new or existing companies that create two or more jobs, can be taken against the business's income tax liability and state payroll withholding.

Since the Opportunity Zone program first took effect in December 2010, City staff has worked with the following industries to help them receive State job tax credits: Americo Manufacturing, Applied Thermoplastic Resources (ATR), Aquafil USA, Southern Yarn Dyers, and ThermoTex.

During 2011, City staff has worked with Tilley Properties representatives regarding their request to enlarge the Northwest Industrial Opportunity Zone boundaries to include the former Goodyear mill property on Cassville Road. The boundary amendment application has been submitted, reviewed by State officials, and City representatives hope to receive approval before the end of the year.



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
First Time Home Buyer Foreclosure

SubCategory:	Discussion
Department Name:	Planning and Development
Department Summary Recommendation:	One of our first time home buyers, Shannon Lowe at 78 Quail Run, is facing foreclosure. She wishes to Quick Sale the property to Wells Fargo. She purchased the house in October of 2008. As you may recall, the program has a five (5) year forgivable loan provision. If the home owner stays in the house for five years the loan is forgiven. The penalty for not staying in the house the required five years is \$2,000.00 per year for the remainder of the term. Therefore, she owes the First Time Home Buyers Program \$4,000.00. Wells Fargo will not talk with us directly for some reason. We have only been allowed to communicate with the real estate agent, Prissy Dixon, with Solid Source Realty. She tells us that Wells Fargo is offering only \$2,500.00 in order for the Quick Sale to proceed otherwise the house will go into foreclosure. If we do not have an agreement and the foreclosure proceeds, which has been the case of a couple of other projects, we will be out the entire amount.
City Manager's Remarks:	Your approval of the quick sale, as outlined above, is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

From: Office [mailto:ekl11@bellsouth.net]
Sent: Thursday, September 08, 2011 3:24 PM
To: Pete Alday
Subject: Re: Lowe, Shannon - 78 Quail Run

Upon payment of \$4,000.00, the City of Cartersville shall release it's lien on the property at 78 quail run, Cartersville, Georgia and cancel same of record. This being the security deed, to secure an original principal indebtedness of \$10,000.00, and any other amounts or obligations secured thereby, recorded NOVEMBER 04, 2008 as Book 2328, Page 42 of clerk of superior court bartow county, georgia.

Sent from my iPad

On Sep 8, 2011, at 2:17 PM, Pete Alday <palday@cityofcartersville.org> wrote:

Keith:

They need a letter from the City releasing the lien. Ms. Lowe bought the house in Oct. of '08. The \$10,000 forgivable loan expires after 5 yrs at a rate of \$2,000 per year. She has been in the house for less than 3 yrs. So by my calculations she owes us \$6,000 +/-.

-----Original Message-----

From: Prissy Dixon [mailto:prissydixon@gmail.com]
Sent: Thursday, September 08, 2011 8:52 PM
To: Angela
Cc: shepa618@bellsouth.net; shannon.lowe44@yahoo.com
Subject: Re: Lowe, Shannon - 78 Quail Run

The home is not under contract as of yet so I am sure it will not close before October of 2011 which would leave owing two years, \$4000. If we can not get this settled for the \$2500 that Wells Fargo is offering in order for them to agree to a short sale the home will go into foreclosure. Ms. Lowe does not have the \$1500 difference. She no longer can afford to stay in the home and that is the reason for applying for the short sale. If this can not be worked out she has no choice but to let the home go to foreclosure.

Thank you for your consideration in this matter.

9/9/2011



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
Historic Preservation Commission

SubCategory:	Appointments
Department Name:	Planning & Development
Department Summary Recommendation:	Daneise Archer's term on the Cartersville Historic Preservation Commission has expired. She has served as Chair since Joel Adams resigned in September 2006 and has done an excellent job. Additionally, she has attended every statewide training session since being on the Commission and has agreed to continue to serve. Your consideration of this reappointment is much appreciated. If reappointed, the new three year term will expire Sept. 7, 2014.
City Manager's Remarks:	Your approval of the reappointment of Daneise Archer to the Historic Preservation Commission is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
Intersection Improvements at Country Club Drive

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	MEMO To: Mayor and City Council From: E. Keith Lovell Date: September 7, 2011 Re: Country Club Drive Condemnation The attached Resolution is to acquire the necessary property from the State for the intersection improvements. EKL/src
City Manager's Remarks:	Your approval of the attached resolution is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO. _____

WHEREAS, the City of Cartersville, Georgia and Bartow County, Georgia, are desirous of making certain intersection improvements to Country Club Drive at its intersection with Highway 41 in order to improve public safety; and

WHEREAS, the City of Cartersville will undertake these improvements; and

WHEREAS, a portion of said improvements would be located on property currently owned by the Georgia Department of Public Safety, Georgia State Patrol by virtue of a deed recorded in Deed Book 223 at page 189 in the Clerk of the Superior Court of Bartow County, Georgia.

NOW THEREFORE BE IT RESOLVED that the City of Cartersville respectfully requests of the Georgia Department of Public Safety (Georgia State Patrol) and the State Properties Commission a Revocable License to make road improvements over, across and upon that certain area designated as Additional Right of Way required and being 0.154 acres as shown on the attached survey for City of Cartersville dated August 23, 2011 and revised August 26, 2011 by Kevin N. Cooney, Registered Land Surveyor No. 2980, a legal description of the property also being attached hereto along with the concept construction plan.

BE IT AND IT IS HEREBY RESOLVED this _____ day of _____, 2011.

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ _____
Connie Keeling, City Clerk
City of Cartersville, Georgia

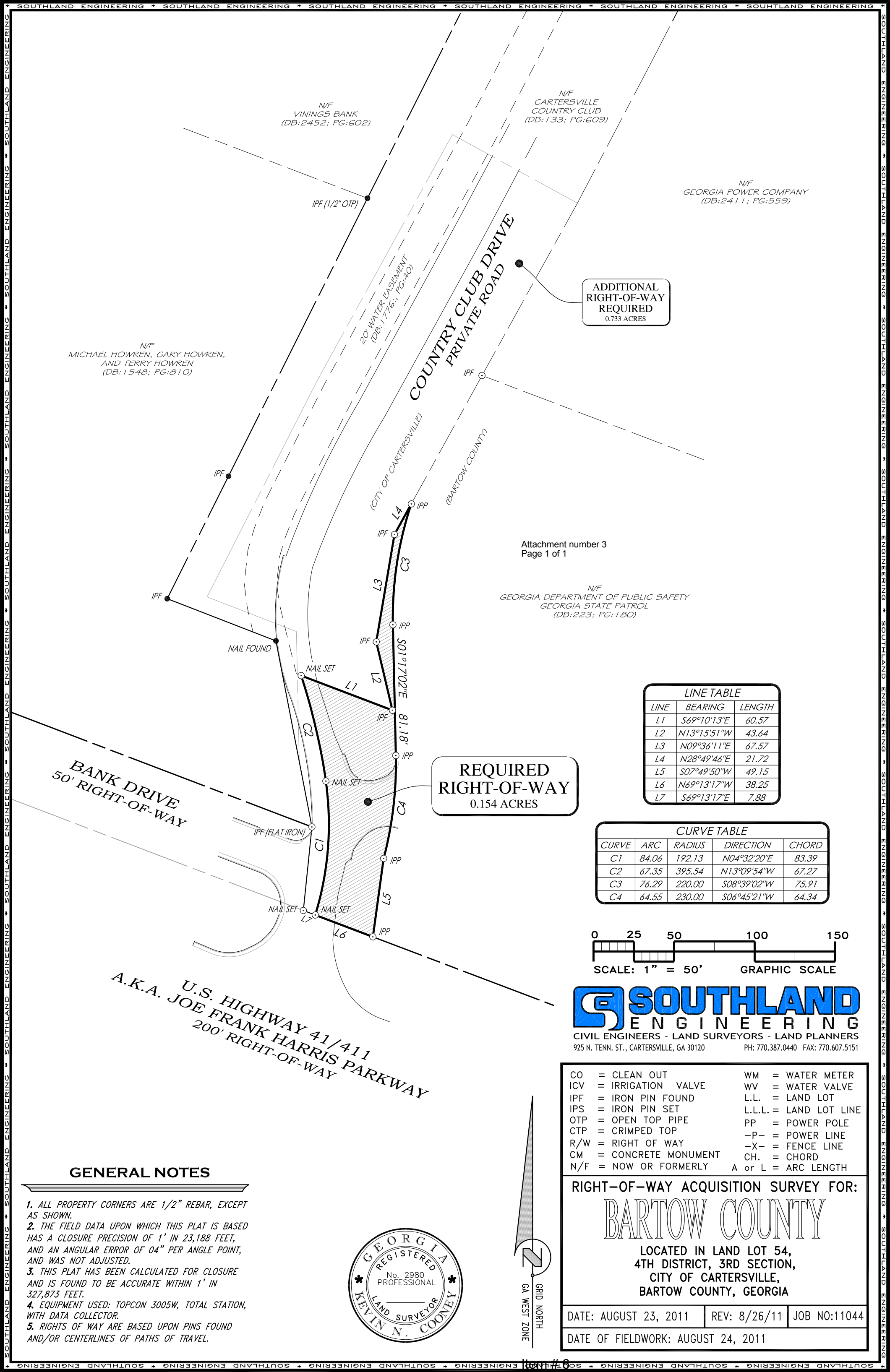
LEGAL DESCRIPTION - COUNTY

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 54 OF THE 4TH DISTRICT, 3RD SECTION, BARTOW COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL AT THE INTERSECTION OF SOUTH RIGHT-OF-WAY OF BANK DRIVE (50' RIGHT-OF-WAY) WITH THE NORTH RIGHT-OF-WAY OF U.S. HIGHWAY 41/411 (200' RIGHT-OF-WAY); THENCE WITH A BEARING OF SOUTH 69 DEGREES 13 MINUTES 17 SECONDS EAST A DISTANCE OF 7.88 FEET TO A NAIL AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE IN A NORTHERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 192.13 FEET, HAVING A CHORD BEARING OF NORTH 04 DEGREES 32 MINUTES 20 SECONDS EAST AND A CHORD DISTANCE OF 83.39 FEET, AND AN ARC LENGTH OF 84.06 FEET TO A NAIL; THENCE IN A NORTHERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 395.54 FEET, HAVING A CHORD BEARING OF NORTH 13 DEGREES 09 MINUTES 54 SECONDS WEST AND A CHORD DISTANCE OF 67.27 FEET, AND AN ARC LENGTH OF 67.35 FEET TO A NAIL; THENCE WITH A BEARING OF SOUTH 69 DEGREES 10 MINUTES 13 SECONDS EAST A DISTANCE OF 60.57 FEET TO AN IRON PIN; THENCE WITH A BEARING OF NORTH 13 DEGREES 15 MINUTES 51 SECONDS WEST A DISTANCE OF 43.64 FEET TO AN IRON PIN; THENCE WITH A BEARING OF NORTH 09 DEGREES 36 MINUTES 11 SECONDS EAST A DISTANCE OF 67.57 FEET TO AN IRON PIN; THENCE WITH A BEARING OF NORTH 28 DEGREES 49 MINUTES 46 SECONDS EAST A DISTANCE OF 21.72 FEET TO AN IRON PIN; THENCE IN A SOUTHERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 220.00 FEET, HAVING A CHORD BEARING OF SOUTH 08 DEGREES 39 MINUTES 02 SECONDS WEST AND A CHORD DISTANCE OF 75.91 FEET, AND AN ARC LENGTH OF 76.29 FEET TO AN IRON PIN; THENCE WITH A BEARING OF SOUTH 01 DEGREES 17 MINUTES 02 SECONDS EAST A DISTANCE OF 81.18 FEET TO AN IRON PIN; THENCE IN A SOUTHERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 230.00 FEET, HAVING A CHORD BEARING OF SOUTH 06 DEGREES 45 MINUTES 21 SECONDS WEST AND A CHORD DISTANCE OF 64.34 FEET, AND AN ARC LENGTH OF 64.55 FEET TO AN IRON PIN; THENCE WITH A BEARING OF SOUTH 07 DEGREES 49 MINUTES 50 SECONDS WEST A DISTANCE OF 49.15 FEET TO AN IRON PIN; THENCE WITH A BEARING OF NORTH 69 DEGREES 13 MINUTES 17 SECONDS WEST A DISTANCE OF 38.25 FEET TO A NAIL AND THE TRUE POINT OF BEGINNING; SAID PARCEL CONTAINING 6,708.24 SQUARE FEET OR 0.154 ACRES.

THIS DESCRIPTION WAS GENERATED ON AUGUST 26, 2011 AT 2:09 PM, BASED ON GEOMETRY IN THE DRAWING FILE G:\11000\11044 - GA POWER - CCC DRIVE\11044 - ROW PLAT - COUNTY.DWG.





City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
Southern Natural Gas Agreement

SubCategory:	Resolutions
Department Name:	Gas Department
Department Summary Recommendation:	This resolution and letter agreement with Southern Natural is to support the sale of Southern Natural Gas Company™s facilities upstream of Toca. I recommend approval of the resolution and agreement.
City Manager's Remarks:	Your approval of the attached resolution is recommended.
Financial/Budget Certification:	
Legal:	Agreement reviewed and resolution prepared by City Attorney.
Associated Information:	

RESOLUTION NO. _____

WHEREAS, City of Cartersville, Georgia is a member of a group of cities called Southern Cities that have firm receipt points on Southern Natural Gas Company's ("SNG") facilities;

WHEREAS, SNG intends to enter into the agreement with High Point Transmission, LLC to sell certain transmission facilities, attached hereto as Exhibit "A";

WHEREAS, in order for SNG to be granted permission to abandon said transmission facilities from the Federal Energy Regulatory Commission, said Southern Cities, as customers of SNG, must agree to the attached Agreement between SNG and High Point Transmission, LLC.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Cartersville, Georgia, do hereby consent and agree, as a member of Southern Cities, to the Agreement between SNG and High Point Transmission, LLC, attached as Exhibit "A", and, authorize Doug John, Attorney for Southern Cities to executed said Agreement on behalf of Southern Cities.

BE IT AND IT IS HEREBY RESOLVED this _____ day of September, 2011.

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ _____
Connie Keeling, City Clerk
City of Cartersville, Georgia

Southern Natural Gas Company

Letter Agreement

_____, 2011

The following sets forth the terms and conditions of an agreement between Southern Natural Gas Company ("SNG") and certain of its customers that are signatories to this Letter Agreement (the "Customer Group") related to SNG's proposal to abandon by sale its offshore facilities and associated onshore facilities upstream of its Toca Compressor Station as set forth in the Purchase and Sale Agreement between SNG and High Point Gas Transmission, LLC ("Purchaser"), (the "PSA").

1. Assets. The assets considered for sale as part of this transaction include certain facilities on SNG's system upstream of its Toca compressor station and including pipelines, valves, meter stations, and other appurtenant facilities located in Plaquemines and St. Bernard Parishes, Louisiana, and Mississippi Canyon, West Delta, Main Pass, South Pass, Viosca Knoll, and Breton Sound Areas, offshore Louisiana ("Assets").
2. Cost Recovery Mechanism Related to Proposed Sale. On the Closing Date of the PSA (the "Closing Date"), SNG shall have the authority to set up a regulatory asset in FERC Account 182.3 in an amount equal to the difference between the net book value ("NBV") at the Closing Date and the Sales Proceeds related to the Assets ("Regulatory Asset"). Thereafter, SNG shall begin reducing the Regulatory Asset each month using a 36 month amortization period ("Proposed Amortization Period") commencing on the Closing date until the date on which revised rates become effective subject to refund in SNG's next general Section 4 rate proceeding. Upon the effective date of the rates established in SNG's next such general rate proceeding, SNG may include in such rates the cost of service effect of the amortization, return and related income taxes associated with the unamortized balance of the Regulatory Asset.

SNG's Section 4 filing described above shall be based on continuing to use the Proposed Amortization Period. However, the parties to any such future rate proceeding(s) are free to propose a different period to be used to amortize the unamortized balance of the Regulatory Asset; but the Customer Group shall not have the right to question SNG's right to recover the unamortized balance of the Regulatory Asset nor the rate base treatment accorded such unamortized balance in any future Section 4 or Section 5 rate proceeding. Once the Regulatory Asset has been fully amortized, SNG shall adjust its rates consistent with the settlement or adjudication of its next rate case or, in the absence of a specific provision in its next rate case requiring such adjustment, SNG shall make a limited Section 4 filing solely to reduce its rates to reflect the elimination of the cost of service effect of the unamortized balance of the Regulatory Asset as of the date that the Regulatory Asset has been fully amortized.

3. Post-Closing Responsibility for Assumed Liabilities. Pursuant, *inter alia*, to Sections 1.04 and 8.02(c) of the PSA, all costs associated with the ownership, possession,

construction, use, operation, abandonment or removal of the Assets from and after the Closing Date have been assumed by the Purchaser ("Purchaser Assumed Liabilities"). Should for any reason any Purchaser Assumed Liabilities, other than Retirement Costs (as defined below), be imposed upon and paid by SNG, SNG agrees and acknowledges that the Customer Group may, individually or jointly in their sole discretion, oppose or take issue with SNG seeking to recover any costs associated with Purchaser Assumed Liabilities in its jurisdictional rates, except for those Retirement Costs addressed below in Section 4 hereof. Provided, however, that none of the limitations on Customer Group challenges to cost recovery filings referenced in Sections 4 and 6 hereof shall apply to cost recovery filings under this Section 3.

4. Purchaser Assumed Liabilities Consisting of Retirement Costs. In order to provide additional assurance of payment by Purchaser of Purchaser Assumed Liabilities consisting of abandonment and removal costs associated with the Assets ("Retirement Costs"), Purchaser is obligated by the PSA (i) to secure property damage insurance, with a face value of no less than \$50 million, for an initial term of at least twelve (12) months and on a commercially reasonable basis thereafter; (ii) to provide security payable to SNG in an amount and under the terms set forth in the PSA; and (iii) to post a bond with the Bureau of Ocean Energy Management, Regulation and Enforcement ("BOEM") in an amount to be defined by BOEM. Additionally, Purchaser is obligated by Section 8.02 of the PSA to indemnify SNG against all defined Losses relating, *inter alia*, to the abandonment or removal of the Assets after the Closing Date.

Should Purchaser fail to fulfill its obligation for Retirement Costs, SNG agrees that it shall vigorously pursue all commercially reasonable legal and/or administrative remedies available to it to require Purchaser to fulfill its obligations, including, without limitation, enforcement of Section 8.02(c) of the PSA. However, to the extent that (i) the insurance, bond and security proceeds otherwise due and payable under Purchaser's coverage and security described above are insufficient to cover the Retirement Costs and (ii) SNG is ultimately determined to be liable for any Retirement Costs after exhausting all legal and/or administrative recourse, to the extent commercially reasonable, including seeking a determination of non-liability by the highest state or federal courts to which such appeal may lie, then SNG may seek to recover Retirement Costs in SNG's jurisdictional rates for its Part 284 transportation services in any future rate proceeding. The parties agree that, to the extent such Retirement Costs are recoverable in rates by being amortized over multiple annual periods, SNG may recover carrying costs, but not an equity return, associated with the unamortized balance of such Retirement Costs which shall be limited to the effective FERC interest rate on refunds computed in accordance with §154.501(d) of its regulations. Any amortization period, if applicable, for recovery of any Retirement Costs shall be no more than five (5) years.

In response to any such Retirement Cost Filing, the Customer Group agrees not to assert that (i) such Retirement Costs are associated with facilities that are no longer "used and useful" as such term is used in the context of regulation under Sections 4 and 5 of the Natural Gas Act, (ii) such Retirement Costs are associated with the Assets included in the PSA or (iii) such Retirement Costs are "out of period" as such term is referenced in the FERC's Regulations. Notwithstanding the above, for purposes of clarity it is understood

and agreed that the Customer Group, or any member thereof, may challenge, oppose or file testimony in opposition to the inclusion of the Retirement Costs in SNG's cost of service on the basis that the costs included were (i) imprudently incurred (including, *inter alia*, that SNG failed to exhaust all commercially reasonable legal and administrative remedies to enforce payment of Retirement Costs by Purchaser), (ii) not calculated properly, (iii) incorrectly accounted for, or (iv) not eligible to be included in SNG's cost of service for reasons other than those stated in the sentence above.

5. Post-Closing Responsibility for Retained Liabilities. Pursuant to Section 1.05 of the PSA, obligations resulting from the construction, ownership, operation or maintenance of the Assets occurring or accruing prior to the Closing Date are retained by SNG ("SNG Retained Liabilities").
6. SNG Retained Liabilities Consisting of Environmental Related Costs. In accordance with Sections 1.05 and 8.01(c) of the PSA, SNG remains liable for Environmental Related Costs as defined in Section 8.01(c) if it is established that such costs related to conditions, incidents, emanations or spills that occurred, commenced or existed prior to the Closing Date.

SNG shall retain any existing insurance coverage or seek to obtain more appropriate coverage if available for the recovery of any such Environmental Related Costs, unless the cost of such insurance coverage to SNG is more than \$500,000 per year; provided, however, should such coverage be insufficient for that purpose, Customer Group agrees that SNG may seek to recover such Environmental Related Costs in SNG's jurisdictional rates for its Part 284 transportation services in any future rate proceeding in a manner consistent with the recovery of such costs prior to the Closing Date ("Environmental Cost Filing"). Provided, however, that a predicate to any such Environmental Cost Filing is a final administrative and/or judicial determination that SNG is liable for such costs after SNG has exhausted all legal and/or administrative recourse to such determination, to the extent commercially reasonable, including by seeking a determination of the highest state or federal courts to which an appeal may lie. The parties agree that, to the extent such Environmental Related Costs are recoverable in rates by being amortized over multiple annual periods, SNG may recover carrying costs, but not an equity return, associated with the unamortized balance of such Environmental Related Costs which shall be limited to the effective FERC interest rate on refunds computed in accordance with §154.501(d) of its regulations. Any amortization period, if applicable, for recovery of any Environmental Related Costs shall be no more than five (5) years.

In response to any such Environmental Cost Filing, the Customer Group agrees not to assert that (i) such Environmental Related Costs are associated with facilities that are no longer "used and useful" as such term is used in the context of regulation under Sections 4 and 5 of the Natural Gas Act, (ii) such Environmental Related Costs are associated with the Assets included in the PSA or (iii) such Environmental Related Costs are "out of period" as such term is referenced in the FERC's Regulations. Notwithstanding the above, for purposes of clarity it is understood and agreed that the Customer Group may challenge, oppose or file testimony in opposition to the inclusion of such Environmental Related Costs in SNG's cost of service on the basis that the costs included were (i)

Response of SNG**September 2, 2011**

imprudently incurred (including, *inter alia*, that SNG failed to exhaust all reasonable legal and administrative remedies to avoid or reduce liability for the Environmental Related Costs); (ii) not calculated properly; (iii) incorrectly accounted for; or (iv) not eligible to be included in SNG's cost of service for reasons other than those stated in the sentence above.

7. Conditions Precedent to Effectiveness of this Letter Agreement.

a. Final Commission approval without modification of the Abandonment Application for the Assets, including but not limited to the rate adjustment and cost recovery provisions in this Letter Agreement.

b. Completion of the sale of the Assets to Purchaser.

8. Effective Date. This Letter Agreement shall become effective on the date the conditions precedent set forth in Section 7 above have been met or otherwise have been waived by SNG in its sole discretion.

9. Customer Group Undertaking. The members of the Customer Group, as a group or individually, agree to file comments with FERC in support of the Abandonment Application (or otherwise agree to provide SNG with a letter(s) of support to be included with the filing of the Abandonment Application with FERC), including SNG's request for abandonment authorization of the Assets and approval of the provisions of this Letter Agreement.

10. SNG Undertaking. In order to maximize the amortization of the Regulatory Asset, SNG agrees that it will file the rate case required to be filed under the Stipulation and Agreement dated October 5, 2009 in Docket No. RP09-427 on the latest possible date, which is March 1, 2013 ("SNG Filing Delay"). The Customer Group agrees that it, as a group or individually, will not file a Section 5 complaint against SNG prior to March 1, 2013 that challenges SNG's rates ("Customer Group Filing Delay"). Provided, however, in the event the PSA is terminated by SNG or the Purchaser and does not result in the Closing of the sales transaction, then neither the SNG Filing Delay nor the Customer Group Filing Delay shall be effective.

11. Prior Agreements. This Letter Agreement reflects the parties' total agreement regarding the matters addressed herein. To the extent this Letter Agreement addresses potential liabilities that may occur in the future, nothing contained herein shall be construed or interpreted by any party that SNG is obligated to pay any Retirement Costs or Environmental Related Costs or shall constitute an admission on the part of SNG that it has or in the future may have such obligations or that it owes or may owe any amounts related thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Letter Agreement to be executed by their duly authorized representatives as of the date first above written.



City of Cartersville

City Council Meeting

9/15/2011 7:00:00 PM

Intergovernmental Agreement with City of White Regarding Natural Gas Distribution

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recommendation:	This agreement replaces our original franchise agreement with the City of White, which expires next month. I recommend approval of this agreement.
City Manager's Remarks:	It is recommended that you approve this agreement.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**NATURAL GAS DISTRIBUTION INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WHITE AND THE CITY OF CARTERSVILLE**

THIS AGREEMENT is made and entered into by and between the **City of White**, a municipal corporation chartered under the laws of the State of Georgia and the **City of Cartersville**, a municipal corporation chartered under the laws of the State of Georgia, and is effective as of the date specified herein.

WHEREAS, the City of Cartersville, Georgia owns and operates a natural gas distribution system in the City of Cartersville, and elsewhere in Bartow County, Georgia; and

WHEREAS, it is economically feasible for said City of Cartersville to enter into a contract with the City of White, to supply natural gas to the City of White, its citizens and industry, under a contract with, and a franchise granted by, the City of White; and

WHEREAS, it is not economically feasible for said City of White to construct and operate its own gas distribution system, but it is feasible to provide this service through the City of Cartersville; and

WHEREAS, the City of Cartersville is able and willing to provide this service to the City of White; and

WHEREAS, it is in the best interest of said City, its inhabitants and for the public welfare, to provide such a natural gas distribution system;

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

WHEREAS, the parties deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into; and

WHEREAS, the City Council of White has reviewed this Agreement and did, at the regular meeting of the City Council, authorize its Mayor and City Clerk to sign this Agreement.

WHEREAS, the City Council of Cartersville has reviewed this Agreement and did, at the regular meeting of the City Council, authorize its Mayor and City Clerk to sign this Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1. Grant of Franchise. The City of White, acting by and through its Mayor and City Council, hereby grants to the City of Cartersville, Georgia, its successors or assigns, the right, privilege and franchise to enter the corporate limits of the City of White, and

therein to construct, maintain, repair, replace, extend and operate a natural gas distribution system with all the necessary mains, pipes, devices, outlets, meters, connections, appurtenances and accessories necessary and usual in connection therewith (the "System") for the purpose of providing the City of White, Georgia, and the inhabitants thereof with a supply of natural gas, and further grants to the said City of Cartersville, its successors and assigns, the right, privilege and franchise to maintain and operate thereafter such a System within the corporate limits of the City of White, as now existent and as hereafter extended; and to accomplish such purpose, to construct, maintain and operate such facilities along, across, over and under the streets, alleys, sidewalks and public places and property of the City of White.

2. Term. The term of this Agreement and franchise shall be for a period of fifty (50) years commencing October 1, 2011.
3. Franchise Fee. The City of Cartersville, its successors or assigns, shall pay a franchise fee equal to three percent (3%) of the collected Gross Revenue derived from the operation of the System to provide natural gas distribution services in the City of White. All such fees shall be paid quarterly, within thirty days after the end of each quarter of the City of Cartersville's fiscal year.
4. Reporting. The City of Cartersville agrees to provide the City of White a report within thirty days after the end of each quarter setting forth the collected Gross Revenue for the period ending on the last day of the quarter. The City of White shall have the right, upon reasonable notice, to inspect and audit the City of Cartersville's records to ensure compliance with this Agreement.
The City of White shall be responsible to notify the City of Cartersville, through the City Clerk's Office of any annexations, at a minimum each quarter. The franchise fee will then be billed and collected beginning the first full billing period after notification.
5. Gross Revenue. "Gross Revenue" means all revenues collected for the operation of the System, the distribution of natural gas and/or any related services provided by the City of Cartersville in the City of White.
6. Streets. The City of Cartersville, its successors or assigns, shall in all cases restore all streets, highways, alleys, roads, sidewalks and public places and other grounds of the City of White, Georgia, disturbed by the City of Cartersville in the exercise of this franchise to the original or equally good condition as before disturbed; and shall conduct its operation of construction, maintenance, replacement and repair without undue obstruction of traffic, foot or mobile, and shall make all restoration as above required within a reasonable time;.
7. Liability. In the construction, maintenance, replacement, repair and operation of said gas distribution system, the City of Cartersville, its successors or assigns, assumes all liability, so far as the City of White might be involved, for damage to persons, and/or

property caused by it or its agents in connection with the exercise of any of the powers or privileges of this franchise.

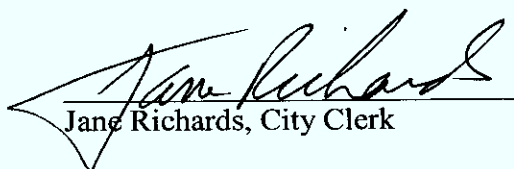
8. Services. The City of Cartersville will provide a reasonable amount of gas to the residential, commercial and industrial users, which in the opinion of the City of Cartersville, it is financially sound to furnish, and shall charge such customers the rates, fees and charges fixed according to the terms of this Agreement.
9. Expansion. Extension of the distribution system within the City of White will be made, if necessary, when the revenues derived therefrom, in the opinion of the City of Cartersville, will justify the cost of such extensions;
10. Right of Removal. At the expiration of this franchise, the City of Cartersville, its successors or assigns, shall have the right to remove all of its gas distribution facilities (nothing contained herein shall affect the right of the City of Cartersville always to maintain its gas transmission lines through the City from and along said highways, streets, alleys, roads, sidewalks and public places within six months after the termination of this franchise, provided it restores such places so disturbed to a condition as good as before removal.
11. Transfer or Assignment. The City of Cartersville, with the permission of the City of White (which permission shall not be unreasonably withheld) may transfer or assign this Agreement. Any transferee, assignee, or successor of the City of Cartersville shall hold and exercise the rights, powers and privileges hereinabove granted, subject to all terms and conditions herein set forth.
12. Finances. In granting this franchise the City of White recognizes that the City of Cartersville, in order to acquire and construct its transmission line and the distribution system in the City, as well as distribution systems elsewhere, may finance same originally or from time to time thereafter, by the issuance and sale of revenue anticipation bonds or other financial arrangements. It is further recognized that the City of Cartersville has or may covenant to maintain such rates, fees and charges as may be necessary or proper to produce funds sufficient at all times to maintain and operate said system on a sound business like basis, and to provide sufficient revenues for the establishment of sinking fund for the payment of said bonds or other financial arrangement with interest thereon. It is further recognized by the City of White in granting this franchise that all obligations herein imposed on the City of Cartersville as a part hereof shall be performable only by the City of Cartersville from the revenue of the said gas system to be constructed and thereafter operated and maintained.
13. Billing. The City of Cartersville may exercise all of the methods of collection of gas bills, and past due gas bills, owed by any inhabitants of the City of White in the same way and manner that the same are collected from other customers or consumers constituting a part of the Cartersville gas distribution system, and all of the rules and regulations of the City of Cartersville for such collection, as they may be changed from time to time, are made a part hereof by reference.

14. Rules and Regulations. All of the rules and regulations enacted or promulgated by the City of Cartersville for the operation, control and protection of said gas distribution system shall apply with equal force and effect to the inhabitants of the City of White, and the City of White obligates itself to help enforce the same and to lend its aid wherever possible in requiring compliance therewith by the inhabitants.
15. Rates. It is hereby agreed that the rates to be charged for services in the City of White shall be fixed from time to time by the City of Cartersville in such amounts as the City may deem necessary and expedient, taking all of the factors which influence rate fixing into consideration. The rates to residential customers in the City of White shall be the same as the rates charged to like customers in the City of Cartersville.
16. Non-Exclusive. The rights, privileges and franchises herein granted during the entire period of this contract or any renewal period thereof is non-exclusive.
17. White Police Protection. The City of White hereby agrees to provide the same police protection for said natural gas distribution system as it provided for its inhabitants and to report or cause to be reported to the City of Cartersville, any vandalism, damage or injury done to any of the facilities of said system
18. Entire Agreement; Amendments. This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the System. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the City of White and City of Cartersville have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as may be set forth in duplicate originals.

Attest:

CITY OF WHITE, GEORGIA


Jane Richards, City Clerk


Chris Allen, Mayor

[Signatures continue next page]

Attest:

CITY OF CARTERSVILLE, GEORGIA

Connie Keeling, City Clerk

Matthew J. Santini, Mayor



City of Cartersville

City Council Meeting

9/15/2011 7:00:00 PM

Department of Justice/DEA Equitable Sharing Agreement and Certification

SubCategory:	Contracts/Agreements
Department Name:	
Department Summary Recommendation:	TO: Sam Gove, City Manager FROM: Thomas N. Culpepper, Chief of Police DATE: September 6, 2011 SUBJECT: Equitable Sharing Agreement and Certification Please find attached the annual report to the Department of Justice/DEA on expenditures and revenues under the Equitable Sharing Agreement (seized funds). I am requesting that the Council authorize the Mayor to sign this report in order to submit it in a timely manner and to be in compliance with this agreement. We have been submitting these reports for more than twenty years.
City Manager's Remarks:	Your approval of the certification authorizing the Mayor's signature is recommended.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A



Equitable Sharing Agreement and Certification



- ☒ **Police Department**
 ☐ **Sheriff's Office**
 ☐ **Task Force (Complete Table A, page2)**
☐ **Prosecutor's Office**
 ☐ **Other (specify)** _____

Agency Name: Cartersville Police Department

NCIC/ORI/Tracking Number:

G	A	0	0	8	0	1	0	0
---	---	---	---	---	---	---	---	---

Street Address: P.O. Box 1390

City: Cartersville

State: GA

Zip: 30120

Contact: Title: Assistant Chief

First: Frank

Last: McCann

Contact: Phone: 770-607-6226

E-mail: flmccann@cartersvillepolice.com

☐ Same as **Preparer:** First: Ryan Last: Firth
☐ Contact

Preparer: Phone: 678-449-4405

E-mail: rfirth@bc-dtf.org

Last Fiscal Year End: 06/30/2011

Agency Current Fiscal Year Budget:

\$5,170,490.00

- ☐ **New Participant:** Read the Equitable Sharing Agreement (page 5) and sign the Affidavit (page 6)
☒ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6)
☐ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6).

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$1,583,596.98	
2	Federal Sharing Funds Received	\$208,756.38	\$6,214.77
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	\$8,325.00	
5	Interest Income Accrued Non-Interest Bearing ☐ Interest Bearing ☒	\$2,348.00	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$1,803,026.36	\$6,214.77
7	Federal Sharing Funds Spent (total of lines a - m below)	\$372,525.51	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$1,430,500.85	\$6,214.77

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>	\$41,983.49	
b	Total spent on overtime	\$0.00	
c	Total spent on informants, "buy money," and rewards	\$0.00	
d	Total spent on travel and training	\$46,680.00	
e	Total spent on communications and computers	\$62,955.28	
f	Total spent on weapons and protective gear	\$9,987.71	
g	Total spent on electronic surveillance equipment	\$0.00	
h	Total spent on buildings and improvements	\$1,296.00	
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)	\$209,623.03	
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	Total	\$372,525.51	\$0.00
o	Did your agency receive non-cash assets? ☒ Yes ☐ No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Police Equipment	\$35,306.27	
Uniforms and/or Police Clothing	\$32,483.60	
Police Vehicles	\$83,276.96	
Police Vehicle Equipment	\$58,556.20	

Table E: Expenditures in Support of Community-based ProgramsRefer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government AgenciesRefer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching GrantsRefer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ☒ Treasury ☐	2005 Ford F-150 Pick-Up Truck
Justice ☒ Treasury ☐	2005 Ford F-150 Pick-Up Truck

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 6) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.
2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.
3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.
4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.
5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ☐ Yes ☒ No

If you answered yes to the above question, complete Table I

Agency Head

See ¶ 2 on page

Signature: _____

Name: Thomas N. Culpepper

Title: Chief of Police

Date: _____

Governing Body Head

See ¶ 2 on page

Signature: _____

Name: Matthew J. Santini

Title: Mayor

Date: _____

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

Step 1: Click to save for your records

Step 2: Click to save in XML format

Step 3: E-mail the XML file to aca.submit@usdoj.gov

Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY

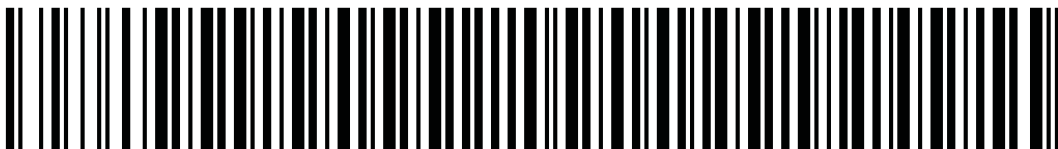
Entered by _____

Entered on _____

☐ FY End: 06/30/2011

☒ NCIC: GA0080100 Agency: Cartersville Police Department

☐ State: GA Contact: Frank McCann



Date Printed: September 07, 2011 14:13

Phone: 770-607-6226

E-mail: flmccann@cartersvillepolice.com



City of Cartersville

City Council Meeting

9/15/2011 7:00:00 PM

Guaranteed Maximum Price Agreement for Public Safety HQ & Fire Station #4

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Potts Construction and Graham Commercial Contractors have received and reviewed all sub contractor bids for the Public Safety Headquarters and Fire Station #4 buildings and have given us a construction cost estimate. Potts and Graham spent extra time contacting and working with local sub contractors to give them sufficient opportunity to bid on one or both projects. The enclosed letter from Potts Construction details the amount of local participation in the proposed construction. The construction cost estimate for the Public Safety Headquarters is \$11.8 million and Fire Station #4 is \$3.2 million. Both of these estimates are over the estimated budgets that were prepared several years ago by a previous architectural firm. These cost estimates also do not include the furniture, fixtures and equipment (FFE) and video, access control and security controls necessary for these buildings. The FFE and security controls are estimated at \$1.35 million, plus an additional \$100,000 due to Croft & Associates, which brings the estimates to \$13.05 million for the Public Safety Headquarters and \$3.415 million for Fire Station #4. Since the estimated construction costs are higher than what was expected, I have made some adjustments to the 2007 SPLOST Project list. In order for us to proceed with the construction of these two buildings, two proposed road projects will have to be placed on hold and possibly eliminated from being completed unless sales tax revenue improve. The two projects are traffic signal and turning lane improvements at Sugar Valley Road and Burnt Hickory Road intersection, and a new bridge at Nancy Creek and Sugar Valley Road. The attached 2007 SPLOST Project List details the remaining projects. I have directed the Potts/Graham to re-review the entire project and provide me with a potential list of items that if changed could save the city some money on the project costs. Hopefully something can be found to reduce some costs. If nothing is found, I would recommend approval of the cost estimate (guaranteed maximum price) from Potts/Graham for the construction of these two buildings with the changes to the 2007 SPLOST Project list.

Cover Memo

Item # 10

City Manager's Remarks:	
Financial/Budget Certification:	2007 SPLOST
Legal:	
Associated Information:	All Everify and SAVE requirements have been met.



September 8, 2011

Mr. Dan Porta, Assistant City Manager
City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Re: City of Cartersville Public Safety Headquarters Building and Fire Station Number Four
Local Participation Good Faith Efforts

Dear Mr. Porta:

The Potts Company is pleased to provide you with this summarized report of our Good Faith Efforts and progress with the City of Cartersville and Bartow County companies and firms.

In an effort to maximize the opportunities for Local participation, The Potts Company has:

- Contacted over nine hundred (900) Local firms via personal telephone calls and invited them to the vendor fair.
- Completed a Local Subcontractor and Vendor Fair at the Cartersville Civic Center Building on July 15, 2011, where approximately seventy nine (79) Local firms attended. At this Local Vendor Fair:
 - Complete and detailed instructions along with relative information was given to all attendees on how to start and complete the process for involvement in this project
 - A full set of documents was made available to all attendees for their review and advanced planning
 - All questions asked were answered concisely and directly until there were no unanswered questions
- Upon returning to our office, our Project Manager was available at any time for all Local Subcontractors and Vendors that expressed interest in the project.
- Every firm that responded to The Potts Company as required was sent a full qualification package to complete and return to The Potts Company for evaluation
- A return response was delivered to every firm that submitted a qualification package
- No firms were disqualified during the qualification process. In some cases, when Local firms could not meet specific criteria, such as bonding, the firm was given the name and contract information for the qualified bidders in their respective categories to allow said firms to contact those subcontractors for a teaming approach. The Potts Company also assisted firms with the teaming and mentor/protégé efforts.

Summary of City of Cartersville and Bartow County Response and Participation for this Project is:

- The Potts Company received (16) sixteen request for qualification packages out of the seventy nine (79) different companies that attended the Local Vendor Fair.
- Of the sixteen (16) firms that were provided qualification packages, ten (10) companies returned subcontractor qualification packages for review.

Item # 10

- Of the ten (10) firms that returned qualifications, nine (9) were approved and were provided bid documents.
 - One Local firm, Cartersville Fire Protection, did not fully complete the requested information and could not be reached after multiple attempts. We did not disqualify them but were forced to deem them as non-responsive.
- Of the nine (9) firms approved and sent bid documents, all nine (9) provided a bid proposal.
- A more detailed analysis of the effort is:
 - Sixteen (16) Local firms who Requested a Qualification Package:
 1. Graham Commercial Contractors
 2. JDH Electric
 3. Elements of Construction Inc.
 4. Cartersville Fire Protection
 5. JNA Construction
 6. Southern Voice and Data
 7. Construction Services of Georgia
 8. N J Willbanks
 9. 7 Hills Fire Protection
 10. Fleetwood Security and Electronics
 11. Lamar Wilson Painting
 12. Pendley Heating and Air Conditioning
 13. C H Kirkpatrick and Sons
 14. Bartow Paving Company, Inc.
 15. Rapid Flow Plumbing
 16. E Smith Heating and Air Conditioning
 - Nine (9) Local firms who provided qualifications, received bid documents and provided a bid proposal:
 1. Graham Commercial Contractors
 2. JDH Electric
 3. Elements of Construction Inc.
 4. N J Willbanks
 5. 7 Hills Fire Protection
 6. Lamar Wilson Painting
 7. C H Kirkpatrick and Sons
 8. Bartow Paving Company, Inc.
 9. Rapid Flow Plumbing

Of the nine (9) firms listed above, five (5) firms were the low bidder or proposed the most competitive price either as a subcontractor bidding directly to The Potts Company or as a sub-subcontractor thru Graham Commercial Contractors. These firms are currently included in the GMP. More specifically, the Local firms that are currently included are:

- Graham Commercial Contractors
- N J Willbanks
- 7 Hills Fire Protection
- Bartow Paving
- Rapid Flow Plumbing

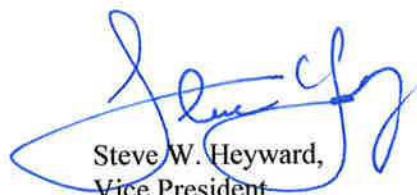
In addition, to further maximize Local participation, The Potts Company contacted and worked with other Local firms and the below listed firms are also included in the GMP at this time are:

- Southland Engineering
- Bartow Fencing
- Full Circle Concrete Construction
- All Top Roofing
- Gilstrap Plumbing Company
- Pendley Heating and Air Conditioning

Executive Summary: The Potts Company bases its participation ratio on the opportunities that are available to use Local subcontractors and vendors. Therefore, taking into consideration that nine (9) Local firms expressed interest and submitted qualifications, and that no firms were disqualified from bidding, our solicitation and bid participation percentage ratio is 100%. In addition, taking into consideration that ten (10) Local firms are included in the GMP, which exceeds the number of firms requesting qualification packages and bid documents, The Potts Company's overall Local Subcontractor and Vendor participation is 71%. This is derived from taking the total Local subcontractors and vendors that participated in the bid process (14 each) and dividing that by the Local subcontractors that are included in the GMP (10 each).

Dan, The Potts Company is firmly committed to the advancement and inclusion of all City of Cartersville and Bartow County companies and firms. Thank you,

Cordially,
The Potts Company



Steve W. Heyward,
Vice President
sheyward@pottSCO.com

cc: Dave Buser, President, The Potts Company
Jeff Buser, Director of Estimating and Finance, The Potts Company
John Lukens, Project Manager, The Potts Company
Dennis Graham, Graham Commercial Contractors
Jeremy Graham, Graham Commercial Contractors
File/coc-02

2007 SPLOST Project Summary

	G/L #	Project Name	Class	Referedum Estimate	Total Spent	Project Status	Estimated Cost to Complete Project
1	9300-54-1620	New Water Line Allatoona Dam to Water Plant	Utilities	2,000,000.00	1,131,627.92	Completed	
2	9300-54-1629	Old Courthouse	Land/Building	1,500,000.00	1,413,429.64	Completed	
3	9300-54-1622	Stormwater Projects - Lee St Culvert Replacement	Utilities	225,000.00	81,463.86	This was covered with 2003 SPLOST Funds	
1	9300-54-1606	Terrell Drive & West Avenue	Infrastructure	450,000.00	2,062.50	Council elected not to due project.	
2	9300-54-1609	Grassdale Road	Land/Building	861,250.00	42,857.30	County does not want to pursue at this time.	
3	9300-54-1605	Mission Rd - Jackson to Burnt Hickory	Infrastructure	750,000.00	13,067.35	Not sufficient funds to complete project.	
4	9300-54-1612	Mockingbird Drive	Infrastructure	652,500.00	-	Not sufficient funds to complete project.	
5	9300-54-1600	Tennessee St So. Guyton St	Infrastructure	950,000.00	-	On hold	
6	9300-54-1602	Center Rd	Infrastructure	3,675,000.00	101,792.65	On hold	
7	9300-54-1610	Church St & Liberty Drive	Infrastructure	350,000.00	-	On hold	
8	9300-54-1611	West Avene Overhead Bridge - Study	Infrastructure	45,000.00	-	On hold	
9	9300-54-1626	Milam Farm Development - Festival area	Land/Building	100,000.00	-	On hold	
10	9300-54-1601	East Felton road at US-41	Infrastructure	720,000.00	-	Work could possibly be done in house.	
2	9300-54-1628	Fire Station #3	Land/Building	5,808,000.00	458,160.00	Moved to 2013 SPLOST	\$0.00
1	9300-54-1627	Police / Fire Joint Station	Land/Building	6,639,123.00	2,213,136.74	GMP of \$11,800,000 + \$1,150,000 FFE & Security Fee Estimate + \$100,000 Architecture Fees	\$13,050,000.00
3	9300-54-1630		Land/Building		61,582.82	Estimate: Construction of new station - \$3,205,000 + \$200,000 FFE & Security Fee Estimates + 10,600 Demolition	\$3,415,600.00
4	9300-54-1613	Industrial Park Road Improvements	Infrastructure	2,130,000.00	857,076.25	Zion Rd. - Project is complete. Funds due to Bartow County.	637,923.75
5	9300-54-1603	Misc Intersection / Safety improvements	Infrastructure	1,750,000.00	18,012.85	Funds needed to offset reduction in LARP funding.	106,987.15
6	9300-54-1625	Northside Park land	Land/Building	1,500,000.00	-	Still looking at potential sites.	\$1,500,000.00
7	9300-54-1614	Utility Relocate/Improvements - Gas	Utilities	1,353,250.00	2,559.56	On going based on road improvement projects.	122,440.44
8	9300-54-1616	Utility Relocate/Improvements - Water-Sewer	Utilities	1,232,000.00	352,029.78	On going based on road improvement projects.	122,970.22
9	9300-54-1624	Main St Underground Electric Project	Utilities	1,028,057.00	-	Moving electric utility underground as part of Main St. Beautification Project.	78,057.00
10	9300-54-1604	Street Milling, Resurfacing, Pedestrian	Infrastructure	750,000.00	188,926.92	On going.	86,073.08
11	9300-54-1608	Sugar Valley @ Burnt Hickey Rd - Funding: 50% City, 50% County	Infrastructure	800,000.00	105,376.95	Initially estimated cost at \$711,000 with the city receiving \$400,000 in State aid to help pay for the project. State aid funds are no longer available and project is not a high priority.	\$694,623.05
12	9300-57-1607		Infrastructure	715,500.00	138,776.40	Initially estimated \$690,000 for project with the city receiving \$350,000 in State aid to help pay for this project. In April 2011 new estimate is \$800,000 with no State aid funds.	\$800,000.00
13	9300-54-1617	Utility Relocate/Improvements - Electric	Utilities	229,320.00	-	On going based on road improvement projects.	79,320.00
14	9300-54-1615	Utility Relocate/Improvements - Fiber	Utilities	150,000.00	-	On going based on road improvement projects.	150,000.00
15	9300-54-1618	Main Street Corridor - Underground Fiber	Utilities	150,000.00	-	On going based on road improvement projects.	150,000.00
16	9300-54-1619	GIS Upgrades	Utilities	100,000.00	900.00	On going part of the cost will depend on future flyover costs being shared with Bartow County.	29,100.00
17	9300-54-1623	Resurfacing sidewalks, Shoulder & Safety Improve	Infrastructure	100,000.00	19,834.00	On going.	40,166.00
18	9300-54-1621	Public Wks New Equipment Barn	Land/Building	600,000.00	423,441.85	Additional office space still needs to be completed.	\$60,000.00
Total				37,314,000.00	7,626,115.34		\$21,123,260.69

2007 SPLOST Referendum estimated revenue for Cartersville was \$37,314,000.

Due to current economic conditions, the new estimated collection including interest earnings is \$26.2 million.

Estimated SPLOST Collections Sept 2011 - March 2014 plus Interest Earnings	\$12,225,184.30
DEA Funds for Police Headquarters	\$950,000.00
Checkbook Balance as of 7/31/11	\$3,536,778.68
US Bank Account Balance as of 7-31-11	\$2,532,470.24
Estimated Excess funds from Clarence Brown Conference Center	\$259,125.00
Total of Estimated Available Funds	\$19,503,558.22
Difference of Available Funds to Project Estimates	(\$1,619,702.47)
Deletion of Two Road Projects	\$1,494,623.05
Difference	(\$125,079.42)



City of Cartersville

**City Council Meeting
9/15/2011 7:00:00 PM
Demolition Agreement for Fire Station on MLK**

SubCategory:	Contracts/Agreements				
Department Name:	Administration				
Department Summary Recommendation:	Requests for bids were sent out to four vendors to demolish the old fire station at 550 M.L.K. Drive. Two bids were submitted by the following: <table><tr><td>Cornerstone Demolition and Grading</td><td>\$ 9,600</td></tr><tr><td>Johnny's Grading and Hauling</td><td>\$11,800</td></tr></table> This station will need to be torn down to make room for the new fire station, therefore, I recommend acceptance of the low bid from Cornerstone Demolition and Grading.	Cornerstone Demolition and Grading	\$ 9,600	Johnny's Grading and Hauling	\$11,800
Cornerstone Demolition and Grading	\$ 9,600				
Johnny's Grading and Hauling	\$11,800				
City Manager's Remarks:	Your approval of low bid to Cornerstone is recommended.				
Financial/Budget Certification:	Funded by 2007 SPLOST.				
Legal:					
Associated Information:	E-verify and SAVE documents have been received.				



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
West Avenue/East Side Railroad Ditch Drainage

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	Mayor and City Council approved an amount "not-to-exceed" \$70,000 to complete all work related to our Railroad cleaning project. Field conditions have made it necessary to request an additional \$60,000 to complete this project. These conditions are justified as follows: 1. An additional week of cleaning on the main channel was required behind the City Electric Department to take out several trees that lined the ditch channel to widen the section. This work was not figured in on the original estimate. 2. An estimated amount of \$24,000 is required to adjust the Gas and Water utilities that cross adjacent to West Avenue that are into the flow line of the proposed pipe. 3. An additional 96 linear feet of 48" reinforced concrete pipe was added to the project to keep a privacy fence from falling into the ditch channel along the east side of CSX. 4. While cleaning along the lower end of the channel along the east side, an old railroad spur track was encountered. Additional work was required to remove it. Approval of this request is recommended.
City Manager's Remarks:	Your approval of the request for additional funding of the RR ditch is necessary and recommended.
Financial/Budget Certification:	Funding for this work will come from Storm Sewers line item from Stormwater Budget.
Legal:	
Associated Information:	Everify and SAVE documents are on file.



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
Air Conditioner for Water Treatment Plant

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 9-6-11 Subject: Replace AC at Water Treatment Plant Council Approved: The following bids were received to replace the air conditioning for the lab and operations area at the Clarence B Walker Water Treatment Plant. It is not totally functional and it does not have heat capabilities. We need to replace this before winter. The bids were as follows: • Preferred Heating & Air Conditioning \$ 9,250.00 • Weaver Heating & Air, Inc. 11,246.36 • T & T Commercial Services, LLC 13,495.00 • Meadows Heating & Air, Inc. 14,394.00 I recommend we purchase the AC from Preferred Heating & Air Conditioning. This work will be funded from the budget. E-verify and Save documentation are attached.
City Manager's Remarks:	Your approval of the low bid to Preferred is recommended.
Financial/Budget Certification:	Paid for from the budget.
Legal:	
Associated Information:	Everify and Save documents are attached.

**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

Tom Riddle

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

Attachment number 1
Page 1 of 2

Preferred Heating + Air

[Name of business, corporation, partnership]

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

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

[Signature]
Signature of Applicant:

9/6/11
Date

Tom Riddle
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

6 DAY OF Sept, 2011

My Commission Expires December 6, 2011

Notary Public, Bartow County, Georgia

My Commission Expires:

*

Alien Registration number for non-citizens

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

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.

Attachment number 1
Page 2 of 2

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.

445518
EEV/Basic Pilot Program* User Identification Number

Tom Riddle
BY: Authorized Officer or Agent
(Contractor Name)

9-6-11
Date

Owner
Title of Authorized Officer or Agent of Contractor
Tom Riddle
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6 DAY OF Sept, 2011

My Commission Expires December 6, 2011
Notary Public
Notary Public, Bartow 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).



City of Cartersville

City Council Meeting

9/15/2011 7:00:00 PM

Yearly Approval to Purchase Chemicals for WPCP and WTP

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 8-25-11 Subject: Yearly Approval to Purchase Chemicals for WPCP and WTP The following chemicals are purchased for the water plant and the wastewater plant on a weekly, bi-weekly, monthly, semi-annually, or yearly basis. At times we buy a larger order which is over \$5000.00. We typically get fixed prices for a year at a time. I recommend we get council approval to purchase the following chemicals from the designated vendors until July 1, 2012. This will eliminate a number of agenda items this year and it will expedite our ability to order chemicals on an as needed basis. • Allied Chemical: Sodium Hypochlorite • Southern Ionics, Inc.: Sodium Bi-Sulfite • Industrial Chemical, Inc.: Cationic Polymer, Sodium fluorosilicate • General Chemical: Aluminum Sulfate • Key Chemical Co: Hydrofluorosilic Acid • Allied Universal Corp.: Chlorine Gas • Burnett Lime Co: Calcium Hydroxide • Pristine Water Solutions: Ortho-Poly Phosphate If it is necessary to rebid, the pricing will be brought forward for Council approval.
City Manager's Remarks:	Your approval of annual authorization for water/wastewater chemicals is recommended.
Financial/Budget Certification:	Paid for from the budget.
Legal:	
Associated Information:	Everify and SAVE documents are in process for each of these vendors. Those not in hand by the meeting time will be postponed until documents are received.



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
Electric Meters

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	This purchase is for two pallets (120 each) of standard electronic read electric meters to replenish stock from HD Utilities. Since the unit cost is less than \$5,000, this is a blanket request for the fiscal year. 240 meters @ \$54.00 each totaling \$12,960.00 I recommend approval of purchase of these meters.
City Manager's Remarks:	Your approval for this vendor, for the year, as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	Everify and SAVE documents on file



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
Power Poles

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	This purchase is for power poles to replenish stock from Cox Wood. Since the unit prices are less than \$5,000, this is a blanket request for the fiscal year. 8 - 40'-4 poles @ \$154.00 each totaling \$1,232.00 8 - 45'-3 poles @ \$205.00 each totaling \$1,640.00 7 - 45'-4 poles @ \$176.00 each totaling \$1,232.00 23 - 50'-4 poles @ \$164.00 each totaling \$3,772.00 Freight 1 totaling \$734.00 Freight 2 totaling \$734.84 I recommend your approval of this purchase of poles totaling \$9,345.68.
City Manager's Remarks:	This, like other items on the agenda, is a request for annual authorization to purchase from the vendor listed above. Your approval of this bid/authorization is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	Everify and SAVE documents are on file.



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
Reclosers

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	Reclosers are breakers placed on a line which, during trouble, allow only a section of line to be disrupted instead of the entire line. This increases reliability and minimizes the number of customers affected by storms, downed trees, etc. We currently have seven sets of reclosers in operation on the system. This request is for two sets of single phase reclosers (3 units each) and a replacement unit from Florida Transformer. Since the unit cost is less than \$5,000, this is a blanket request for the fiscal year. 3-140A"L" 2A+2D at \$1,500 each totaling \$4,500 3-140A"L" 0F+2C at \$1,500 each totaling \$4,500 1-140A"L" 2A+2D at \$1,500 each totaling \$1,500 I recommend approval of purchase of these units totaling \$10,500.
City Manager's Remarks:	This item is requested for an annual authorization to purchase reclosers from the listed vendor. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	Everify and SAVE documents are on file.



City of Cartersville

**City Council Meeting
9/15/2011 7:00:00 PM
Transformer Purchase**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	The City of Cartersville Electric System requests approval to purchase a 300kVA padmount transformer to serve the new Public Safety Building on Cassville Road. Three competitive bids were requested and three valid bids were received. The bids are as follows: IRBY: Initial cost of \$8,684.00; TOC of \$18,517.00 HD Supply: Initial cost of \$7,604.00; TOC of \$19,114.50 ERMCO: Initial cost of \$8,336.08; TOC of \$19,076.08 Large transformers are bid on Total Ownership Cost (TOC) to account for energy losses of the unit. I recommend accepting the bid from IRBY with the lowest TOC of \$18,517.00 which will be an actual expenditure of \$8,684.00.
City Manager's Remarks:	Your approval of the low total ownership cost to IRBY is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	Employment verification documentation is on file.



City of Cartersville

City Council Meeting
9/15/2011 7:00:00 PM
July 2011

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

MONTHLY SUMMARY

As of July 31, 2011

GENERAL FUND excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures		FY 2009 - 10 MONTH OF July-10	FY 2010 - 11 MONTH OF July-11	FY 2009 - 10 Year to Date July-10	FY 2010 - 11 Year to Date July-11	100.00% OF BUDGET (Year to Date)
REVENUE		\$1,428,833	\$1,396,312	\$1,428,833	\$1,396,312	
EXPENDITURE		\$2,019,295	\$1,453,976	\$2,019,295	\$1,453,976	5.78%
Gen. Fund Net Profit (Loss)		(\$590,462)	(\$57,664)	(\$590,462)	(\$57,664)	6.02%
<u>WATER & SEWER</u>						
REVENUE		\$1,278,279	\$1,269,045	\$1,278,279	\$1,269,045	6.66%
EXPENDITURE		\$989,570	\$901,586	\$989,570	\$901,586	4.73%
Wtr. & Swr. Fund Net Profit (Loss)		\$288,709	\$367,459	\$288,709	\$367,459	
<u>GAS</u>						
REVENUE		\$1,399,359	\$1,449,727	\$1,399,359	\$1,449,727	5.03%
EXPENDITURES		\$1,946,458	\$1,544,723	\$1,946,458	\$1,544,723	5.36%
Gas Fund Net Profit (Loss)		(\$547,099)	(\$94,996)	(\$547,099)	(\$94,996)	
<u>ELECTRIC</u>						
REVENUE		\$3,868,691	\$4,346,260	\$3,868,691	\$4,346,260	9.97%
EXPENDITURES		\$3,577,501	\$3,887,480	\$3,577,501	\$3,887,480	8.92%
Electric Fund Net Profit (Loss)		\$291,190	\$458,780	\$291,190	\$458,780	
<u>STORMWATER</u>						
REVENUE		\$98,915	\$100,802	\$98,915	\$100,802	8.54%
EXPENDITURE		\$72,464	\$56,579	\$72,464	\$56,579	4.79%
Stormwater Fund Net Profit (Loss)		\$26,451	\$44,223	\$26,451	\$44,223	
<u>SOLID WASTE</u>						
REVENUE		\$162,931	\$160,058	\$162,931	\$160,058	6.18%
EXPENDITURE		\$129,628	\$105,047	\$129,628	\$105,047	4.06%
Solid Waste Fund Net Profit (Loss)		\$33,303	\$55,011	\$33,303	\$55,011	
<u>FIBER OPTICS</u>						
REVENUE		\$132,316	\$135,356	\$132,316	\$135,356	8.37%
EXPENDITURE		\$106,451	\$84,545	\$106,451	\$84,545	5.23%
Fiber Fund Net Profit (Loss)		\$25,865	\$50,811	\$25,865	\$50,811	

				% of Monthly Totals to Budget
General Fund	Description	Through 7-31-11	FY 2012 Budget	
	Total Revenues	\$1,396,312	\$24,146,955	5.78%
	GO Bond Proceeds from School	\$0	\$2,568,890	0.00%
	Property Taxes-City Portion Only	\$7,223	\$1,289,320	0.56%
	Local Option Sales Tax (LOST)	\$378,383	\$4,818,625	7.85%
	Other Taxes	\$407,498	\$6,950,240	5.86%
	Building Permit & Inspection Fees	\$2,930	\$45,000	6.51%
	Fines and Forfeitures	\$57,557	\$590,000	9.76%
	Operating Transfers In-City Utilities	\$314,709	\$3,776,510	8.33%
	Other Revenues	\$228,012	\$4,108,370	5.55%
	Total Expenditures	\$1,453,976	\$24,146,955	6.02%
	Personnel Expenses	\$1,069,834	\$14,377,795	7.44%
	Operating Expenses	\$235,712	\$6,139,870	3.84%
	Capital Expenses	\$0	\$604,700	0.00%
	GO Bond Proceeds from School	\$34,505	\$2,568,890	1.34%
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$113,925	\$455,700	25.00%
Water & Sewer Fund	Total Revenues	\$1,269,045	\$19,051,945	6.66%
	Water Sales	\$734,453	\$8,132,500	9.03%
	Sewer Sales	\$444,619	\$4,292,000	10.36%
	Bond Proceeds	\$0	\$5,000,000	0.00%
	Other Revenues	\$89,973	\$1,627,445	5.53%
	Total Expenditures	\$901,586	\$19,051,795	4.73%
	Personnel Expenses	\$220,118	\$3,067,295	7.18%
	Operating Expenses	\$203,410	\$2,897,170	7.02%
	Capital Expenses	\$150	\$6,816,010	0.00%
	Transfer To General Fund	\$236,749	\$2,667,940	8.87%
	Debt Payments	\$241,159	\$3,603,380	6.69%
Gas Fund	Total Revenues	\$1,449,727	\$28,845,855	5.03%
	Gas Sales	\$1,324,499	\$24,807,545	5.34%
	Gas Commodity Charge	\$100,314	\$1,245,000	8.06%
	Bond Proceeds	\$0	\$2,055,000	0.00%
	Proceeds from Capital Leases	\$0	\$32,500	0.00%
	Other Revenues	\$24,914	\$705,810	3.53%
	Total Expenses	\$1,544,722	\$28,845,855	5.36%
	Personnel Expenses	\$122,487	\$1,758,845	6.96%
	Operating Expenses	\$23,819	\$816,120	2.92%
	Purchase of Natural Gas	\$1,150,891	\$20,365,910	5.65%
	Transfer to General Fund	\$244,149	\$3,295,150	7.41%
	Capital Expenses	\$3,376	\$2,609,830	0.13%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 7-31-11	FY 2012 Budget	
	Total Revenues	\$4,346,260	\$43,600,295	9.97%
	Electric Sales	\$4,243,200	\$42,254,840	10.04%
	Other Revenues	\$103,060	\$1,345,455	7.66%
	Total Expenses	\$3,887,480	\$43,600,295	8.92%
	Personnel Expenses	\$145,403	\$2,087,265	6.97%
	Operating Expenses	\$65,833	\$1,223,745	5.38%
	Purchase of Electricity	\$3,457,647	\$37,588,300	9.20%
	Capital Expenses	\$5,720	\$499,095	1.15%
	Transfer to General Fund	\$212,877	\$2,201,890	9.67%
Stormwater Fund	Total Revenues	\$100,802	\$1,181,000	8.54%
	Stormwater Revenues	\$99,932	\$1,170,000	8.54%
	Other Revenues	\$870	\$11,000	7.91%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$56,579	\$1,181,000	4.79%
	Personnel Expenses	\$29,973	\$449,680	6.67%
	Operating Expenses	\$26,606	\$519,690	5.12%
	Capital Expenses	\$0	\$211,630	0.00%
Solid Waste Fund	Total Revenues	\$160,058	\$2,587,900	6.18%
	Refuse Collections Revenues	\$156,712	\$2,060,290	7.61%
	Other Revenues	\$3,346	\$48,200	6.94%
	Proceeds From Capital Leases	\$0	\$479,410	0.00%
	Total Expenses	\$105,047	\$2,587,900	4.06%
	Personnel Expenses	\$69,768	\$1,059,505	6.58%
	Operating Expenses	\$35,279	\$1,048,985	3.36%
	Capital Expenses	\$0	\$479,410	0.00%
Fiber Optics Fund	Total Revenues	\$135,356	\$1,646,900	8.22%
	Fiber Optics Revenues	\$122,276	\$1,539,800	7.94%
	GIS Revenues	\$7,800	\$102,500	7.61%
	Other Revenues	\$5,280	\$4,600	
	Total Expenses	\$84,545	\$1,646,900	5.13%
	Personnel Expenses	\$39,671	\$531,810	7.46%
	Operating Expenses	\$25,757	\$675,675	3.81%
	MEAG Telecom Statewide Pymt	\$19,117	\$229,415	8.33%
	Capital Expenses	\$0	\$210,000	0.00%

Cash Position	6/30/11	7/31/11	8/31/11	9/30/11	10/31/11	11/30/11	12/31/11
Total Unrestricted Cash Balance	\$9,926,033.63	\$10,145,726.90					
Total Restricted Cash Balance	\$54,303,771.24	\$52,874,718.85					
Cash Position		1/31/12	2/28/12	3/31/12	4/30/12	5/31/12	6/30/12
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							