



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 – 1/20/2011
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. January 6, 2011 (Page 3-12)

[Attachments](#)

B. Presentations

1. Fiscal Year 2010 Audit Presentation (Page 13)

[Attachments](#)

C. Second Reading of Ordinances

1. Amendment to Motor Vehicle and Traffic Ordinance (Page 14-15)

[Attachments](#)

D. Appointments

1. Planning Commission (Page 16-17)

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E. Resolutions

1. Updated Capital Improvement Element (CIE) for Impact Fee (Page 18-41)

[Attachments](#)

F. Contracts/Agreements

1. Civic Plus - Website Update (Page 42-53)

[Attachments](#)

2. Cancellation of Lease with Bartow Health Access (Page 54-64)

[Attachments](#)

G. Bid Award/Purchases

1. Repair of 36" Water Line (age 65-67)

[Attachments](#)

H. Change Order

1. T J Lyle Regarding Wells and Johnson Streets Sewer and Water Relocation Projects (Page 68)

[Attachments](#)

I. Monthly Financial Statement

1. November 2010 (Page 69-73)

[Attachments](#)



City of Cartersville

City Council Meeting
1/20/2011 7:00:00 PM
January 6, 2011

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

City Council Special Called Meeting
10 N. Public Square
January 6, 2011
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

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; 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 Keith Lovell, Assistant City Attorney. Jayce Stepp, Council Member Ward Two and David Archer, City Attorney were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. December 16, 2011

A motion to approve the December 16, 2011 was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

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

1. File AZ10-04 Annexation and Zoning application by LAR Properties LLC for property located on Redcomb Drive near Porter Street (approximately 1.81 acres) from Bartow County C-1 to H-I (Heavy Industrial).

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located on Redcomb Drive near Porter Street. The property includes a forestry timber business and the applicant is seeking to be annexed and rezoned to be similar to surrounding properties which leads to the industrial park that includes Commerce and Donn Drive. Mr. Mannino stated that there have been no changes since the first reading and recommended approval.

Mayor Santini declared a Public Hearing for the zoning application open. Harry White, representative came forward. After no further comments, Mayor Santini declared the Public

Hearing closed.

Mayor Santini declared a Public Hearing for the annexation application open. With no comments, Mayor Santini declared the Public Hearing closed.

A motion to approve Ordinance No. 01-11 was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

A motion to approve Ordinance No. 02-11 was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 01-11
Petition No. AZ10-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by LAR Properties LLC. Property is located on Redcomb Drive near Porter Street. Said property contains 1.45 acres located in the 4th District, 3rd Section, Land Lot(s) 340 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of December 2010.

ADOPTED this the 6th day of January 2011. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance
of the

City of Cartersville, Georgia

Ordinance No. 02-11

Petition No. AZ10-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by LAR Properties LLC. Property is located on Redcomb Drive near Porter Street. Said property contains 1.45 acres located in the 4th District, 3rd Section, Land Lot(s) 340 as shown on the attached plat Exhibit "A". Property is hereby rezoned from County C-1 (Commercial) to H-I (Heavy Industrial). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of December 2010.

ADOPTED this the 6th day of January 2011. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. File Z10-04: Rezoning application by LAR Properties LLC for property located on Redcomb Drive near Porter Street (approximately 0.74 acres) from MF-14 (Multi Family max 14 units per acre) to H-I (Heavy Industrial)

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located on Redcomb Drive near Porter Street. The property includes a forestry timber business and the applicant is seeking to be annexed and rezoned to be similar to surrounding properties which leads to the industrial park that includes Commerce and Donn Drive. Mr. Mannino stated that there have been no changes since the first reading and recommended approval.

Mayor Santini declared a Public Hearing for the zoning application open. With no comments, Mayor Santini declared the Public Hearing closed.

A motion to approve Ordinance No. 03-11 was made by Council Member McDaniel and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 03-11
Petition No. Z10-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by LAR Properties LLC. Property is located on Redcomb Drive near Porter Street. Said property contains 1.1 acres located in the 4th District, 3rd Section, Land Lot(s) 340 as shown on the attached plat Exhibit "A". Property is hereby rezoned from MF-14 (Multi-family max 14 units per acre) to H-I (Heavy Industrial). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of December 2010.

ADOPTED this the 6th day of January 2011. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

3. File SU10-01: Special Use permit application by the Roman Catholic Archdiocese of Atlanta to allow the expansion of a religious institution in the R-20 zoning district.

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located at the intersection of Douthitt Ferry Road and Pine Grove Road. The property includes the existing church building for the Catholic Church, constructed in 1993 and the applicant is seeking a special use permit to expand the existing building. Mr. Mannino stated

that there have been no changes since the first reading and recommended approval.

Mayor Santini declared a Public Hearing for the permit application open. Carl Trevathan, representing the archbishop was available for questions. With no further comments, Mayor Santini declared the Public Hearing closed.

A motion to approve Ordinance No. 04 -11 was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 04 - 11

Petition No. SU10-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Roman Catholic Archdiocese of Atlanta. Property is located 850 Douthit Ferry Road (corner Pine Grove Road). Said property contains 10 acres located in the 4th District, 3rd Section, Land Lot(s) 775 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-10 (Single-Family Residential minimum 20,000 sq. ft. lot size) allow expansion of a religious institution on property zoned R-20. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of December 2010.

ADOPTED this the 6th day of January 2011. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

C. First Reading of Ordinances

1. Amendment to Motor Vehicle and Traffic Ordinance

Bobby Elliott, Public Works Director stated that this ordinance modification is to prohibit trucks over six (6) wheels from turning right onto Erwin Street off Main Street west bound due to damage to buildings at the intersection and possible danger to pedestrian traffic on the sidewalks. Mr. Elliott stated that the City will have to get approval from the GDOT before signs can be erected and the ordinance enforced. Mr. Elliott recommended approval.

No Action Required

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 12. MOTOR VEHICLES AND TRAFFIC. ARTICLE IX. TRAFFIC SCHEDULES. CODE SECTION 12-1014. PROHIBITED TRUCK TRAFFIC** is hereby amended by adding a new paragraph (h) to Section 12-1014 as follows:

(1)

(h) “No trucks over six (6) wheels to make right turns onto North Erwin Street from West Main Street West Bound (SR 113/61).”

(2)

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and that section 12-1014 is amended by adding the above provisions and that said section may be alphabetized as necessary to accomplish such intention. The remaining provisions of said section shall remain as is except for alphabetizing.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 6th day of January 2011.
ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ **Connie Keeling**

Connie Keeling
City Clerk

D. Change Order

1. Engineering Services on Main Street Gateway Project

Bobby Elliott, Public Works Director stated that changes are necessary to the Main Street Gateway Project to receive state funding. Additional design work is warranted due to the following: Median Opening Design Variance Approval; Revision of construction and right of way plans to accommodate affected property owners; Preparation of Landscape plans required by GDOT to obtain LOGO funding. GDOT cut state aid funding for project to \$500,000.00 but will fund up to \$400,000.00 for landscape project; and Post Design Services such as “use on construction” plan revisions. Mr. Elliott stated that the gateway is part of the Council’s vision and priorities from past years and will be funded from the 2003 SPLOST. Mr. Elliott stated that this change will be \$61,900.00 and recommended approval.

A motion to approve the Engineering Services for the Main Street Gateway Project was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

E. Contract/Agreements

1. Phase II Environmental Study

Bobby Elliott, Public Works Director stated that after the Phase I Environmental Assessment was completed on a 21.6 acre tract on Old Mill Road it was determined that there was a moderate risk of possible groundwater and/or subsurface contamination based on the surrounding industrial and factory facilities located up-gradient of the site. A Phase II Assessment will answer any questions as to whether contamination exists. Mr. Elliott stated the cost estimate for Geo-Hydro Engineers to complete this Assessment is between \$7,500.00 and \$8,000.00 and recommended approval.

A motion to approve proceeding with the Phase II Environmental Study was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried. Vote 4-0 with Council Member Hodge abstaining.

2. Buyback 1971 Kenworth T800 Wrecker

Keith Lovell, Assistant City Attorney stated that in September 2010 the City sold a surplused 1971 Kenworth T800 Wrecker to Mr. William Martin in Sumiton, AL for \$17,850.00. The City advertised the truck on GOVDEALS.com and included that the truck had previous damage and was repaired. Mr. Martin has tried several times to gain a clear title from the State of Alabama and has had no luck. He states that the only title Alabama will issue is a “salvaged” title and he wishes not to have a “salvaged” title. Mr. Lovell stated the city attorney has negotiated with Mr. Martin to buy back the wrecker for the original purchase price. A bill of sale

along with a release will be prepared and signed by Mr. Martin at the time the transaction takes place. Mr. Lovell recommended approval.

A motion to approve to rescind the sale and refund the purchase price to Mr. William Martin was made by Council Member McDaniel and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

F. Grant Application/Acceptance

1. USDA Rural Enterprise Grant

Liz Hood, Downtown Development Authority stated that the Cartersville DDA requests endorsement of an application to the USDA for a Rural Enterprise Grant in the amount of \$99,000.00 to create a mural of the Great Locomotive Chase, featuring a Cartersville scene, to be painted on metal and attached to a downtown building. This will be the second of an eventual seven murals in North Georgia cities along the Great Locomotive Chase route. The first mural funded through this program in Adairsville will be unveiled in April. Ms. Hood stated that the artists for this project are Skip McNutt and Ernest Neal and are present to address the council if necessary. Ms. Hood stated that the DDA will work with the County grantwriting to complete the application and recommended approval.

A motion to approve the application for the mural grant with the site subject to approval of City Council was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Added Item

Mayor Santini stated that there was an item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

G. Contracts/Agreements

1. Relocation Agreement with Bartow County School System

Keith Lovell, Assistant City Attorney stated that this is a Relocation Agreement with the Bartow County School System for a natural gas line at the new Cloverleaf School off Rowland Springs Road. By moving this gas line the City Gas System will be able to loop the gas line and supply gas for the new school. Mr. Lovell recommended approval.

A motion to approve the Relocation Agreement with Bartow County Schools was made by Council Member Pruitt and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

A motion to adjourn the meeting was made by Council Member Pruitt and needing no second. Motion carried unanimously. Vote 5-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
1/20/2011 7:00:00 PM
Fiscal Year 2010 Audit Presentation

SubCategory:	Presentations
Department Name:	Finance
Department Summary Recommendation:	Lloyd Williamson, from Williamson and Company, the city's external audit firm, will present a brief presentation of the FY 2010 audit and include the Comprehensive Annual Financial Report for the year ended June 30, 2010.
City Manager's Remarks:	The audit for the year ended June 30, 2010 is now ready for your review and approval. This space on the agenda is set aside for the presentation of the report.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
1/20/2011 7:00:00 PM
Amendment to Motor Vehicle and Traffic Ordinance**

SubCategory:	Second Reading of Ordinances
Department Name:	Public Works
Department Summary Recommendation:	Ordinance modification per citizen request to prevent trucks from running up on sidewalk hitting pedestrian controller and damaging building.
City Manager's Remarks:	This is an item that is needed due to damage to an adjacent business at the intersection of Erwin and Main St. The ordinance change is necessary for us to keep the trucks out of the intersection. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	Submitted to Keith for review.
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12. MOTOR VEHICLES AND TRAFFIC. ARTICLE IX. TRAFFIC SCHEDULES. CODE SECTION 12-1014. PROHIBITED TRUCK TRAFFIC is hereby amended by adding a new paragraph (h) to Section 12-1014 as follows:

1.

(h) "No trucks over six (6) wheels to make right turns onto North Erwin Street from W. Main Street West Bound(SR 113/61)"

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and that section 12-1014 is amended by adding the above provisions and that said section may be alphabetized as necessary to accomplish such intention. The remaining provisions of said section shall remain as is except for alphabetizing.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting
1/20/2011 7:00:00 PM
Planning Commission

SubCategory:	Appointments
Department Name:	Planning & Development
Department Summary Recommendation:	This appointment is for the Ward One Planning Commission position. Council person Kari Hodge has nominated Travis Popham to fill the unexpired term of Mr. Robert Ed Hicks who has recently resigned. Mr. Hicks is moving out of the City's jurisdiction. Said unexpired term goes through January 31, 2014. Staff does recommend filling the Planning Commission position.
City Manager's Remarks:	Your approval of this appointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information

Name POPHAM TRAVIS E.
(last) (first) (middle initial)

Address 428 WATERFORD DRIVE CARTERSVILLE, GA. 30120
(street)

Email Address prgi@mindspring.com

Home Phone 770-606-9303 Cell Phone 770-387-6372

City Resident Yes ☒ No ☐ Ward 1 2 3 4 5
(if applicable)

Related Experience: Civic/Business/Other

CO-OWNER OF PROFESSIONAL REALTY GROUP, INC SINCE 1998. LICENSED SINCE 1992.
SERVED ON BOARDS OF HABITAT FOR HUMANITY (PRESIDENT), BARTOW AREA BOARD OF REALTORS
(PRESIDENT, STATE DIRECTOR, ETC.) AND CARTERSVILLE COUNTRY CLUB.

Personal References (list at least 3)

KARL HODGE
JAYCE STEFF
JOEY WOMACK

SONNY MILLER

Position Information

Board/Commission applying for: PLANNING COMMISSION

Reason interested in position (please explain in space provided)

BORN AND RAISED IN CARTERSVILLE. I HAVE AN INTEREST IN THE FUTURE OF
CARTERSVILLE FOR MY FAMILY.

[Signature]
Applicant Signature

1/13/11
Date

Thank you for your interest in serving our community



City of Cartersville

City Council Meeting

1/20/2011 7:00:00 PM

Updated Capital Improvement Element (CIE) for Impact Fee

SubCategory:	Resolutions
Department Name:	Planning & Development
Department Summary Recommendation:	Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan because we collect said impact fees (now in our case because we have an active ordinance). As you are aware, we held the required public hearing for the updated information on November 18, 2010, and Council also approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They have approved the document, and we are required to formally adopt it. RECOMMENDATION: Staff recommends that Council approve this resolution adopting the Annual Update.
City Manager's Remarks:	This item has now received the proper review by other agencies and is ready for Council approval which is now recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Sonny Perdue
Governor

Georgia™
Department of
Community Affairs

Mike Beatty
Commissioner

November 24, 2010

Mr. William R. Steiner
Executive Director
Northwest Georgia RC
Post Office Box 1798
Rome, Georgia 30162-1798

Dear Mr. Steiner:

Our staff has reviewed the Annual Update of the Capital Improvement Element (CIE Update) for the City of Cartersville and finds that it adequately addresses applicable requirements. There are advisory comments on the attached page. The next step is for the local government to adopt the CIE Update. Based upon the date that your staff certified the submittal as complete, the earliest acceptable adoption date is January 18, 2011. As soon as your office provides written notice that the CIE Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the City that its Qualified Local Government status has been extended.

Sincerely,



James R. Frederick, Director
Office of Sustainable Development

JF/nah

cc: David Howerin, Northwest Georgia RC Planning Director
Barnett Chitwood, Northwest Georgia RC Assistant Director of Regional Planning/Manager, Dalton Office



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PLAN REVIEW COMMENTS FROM THE DEPARTMENT OF COMMUNITY AFFAIRS

Advisory Comment on the Annual Update of the Capital Improvement Element (CIE Update)

Your CIE Update is an important tool for managing local development patterns. The CIE brings predictability to the location and extent of future public facility expansions, and developers can plan their new development projects accordingly. DCA is vitally interested in insuring that your CIE remains a useful tool and guide for achieving your community's desired future.

- ▶ There are instances where the cost is unknown or TBD in the STWP; the local government should update these areas as soon as the information is available.

Resolution No.

ADOPTION RESOLUTION

Capital Improvements Element

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 18, 2010 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED THIS DAY, THE 20th OF January, 2011.

Mayor, City of Cartersville, Georgia

ATTEST:

City Clerk

Capital Improvements Element 2011 Annual Update:

Financial Report & Short Term Work Program

**City of Cartersville, GA
AS ADOPTED January 20, 2011**

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Developments Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-03(2)(c))

This Annual Update itself is based on the Cartersville Capital Improvements Element, as adopted by the City in October, 2006.

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 6).

The City’s fiscal year runs from July 1 to June 30.

Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a short term work program (STWP)—as specified in the Compliance

Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Short Term Work Programs annually.”¹

According to DCA’s requirements,² the STWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Short Term Work Program portion of this document, beginning on page 7.

¹ Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

² Chapter 110-12-1-.05(2)(c)(i).

IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA **Fiscal Year 2010**

Cartersville, GA		Annual Impact Fee Financial Report - Fiscal Year 2010							
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Admin-istration	CIE Prep (recoupment)	TOTAL	
Impact Fee Fund Balance June 30, 2009	\$53,558.16	\$112,886.21	\$82,346.44	\$48,873.47	\$29,826.54	\$6,071.12	\$13,205.18	\$346,767.12	
Impact Fees Collected (July 1, 2009 through June 30, 2010)	\$475.45	\$4,589.53	\$3,347.90	\$560.12	\$1,212.64	\$305.58	\$410.70	\$10,901.92	
<i>Subtotal: Fee Accounts</i> Interest Income July 1, 2009 through June 30, 2010	\$54,033.61	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,376.70	\$13,615.88	\$357,669.04	
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.30	\$0.00	\$33.30	
(Expenditures)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Impact Fee Fund Balance June 30, 2010	(\$24,640.16)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$24,640.16)	
	\$29,393.45	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$333,062.18	
Impact Fees Encumbered	\$29,393.45	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18			\$313,036.30	

Public Facility: Library									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Collection Materials	3,990	2007	2007	\$117,492.02	97.4%	\$114,429.35	\$0.00	\$53,611.09	Delayed from 2007
Collection Materials	2,382	2008	2008	\$69,321.54	97.4%	\$67,516.99	\$0.00		Delayed from 2008
Collection Materials	2,457	2009	2009	\$71,527.08	97.4%	\$69,664.32	\$0.00		
Collection Materials	2,525	2010	2010	\$73,485.48	97.4%	\$71,564.73	\$0.00		
Collection Materials	2,617	2011	2011	\$76,177.57	97.4%	\$74,198.35	\$0.00		
Collection Materials	2,693	2012	2012	\$78,377.17	97.4%	\$76,339.89	\$0.00		
Collection Materials	2,777	2013	2013	\$80,819.77	97.4%	\$78,724.32	\$0.00		
Collection Materials	2,878	2014	2014	\$83,780.63	97.4%	\$81,597.59	\$0.00		
Collection Materials	2,946	2015	2015	\$85,728.23	97.4%	\$83,487.48	\$0.00		
Collection Materials	3,064	2016	2016	\$89,175.01	97.4%	\$86,846.43	\$0.00		
Collection Materials	3,148	2017	2017	\$91,608.34	97.4%	\$89,221.83	\$0.00		
Collection Materials	3,248	2018	2018	\$94,529.75	97.4%	\$92,085.01	\$0.00		
Collection Materials	3,358	2019	2019	\$97,723.71	97.4%	\$95,191.53	\$0.00		
Collection Materials	3,459	2020	2020	\$100,669.73	97.4%	\$98,050.34	\$0.00		
Collection Materials	3,577	2021	2021	\$104,103.45	97.4%	\$101,396.58	\$0.00		
Collection Materials	3,669	2022	2022	\$106,768.72	97.4%	\$104,004.08	\$0.00		
	48,787			\$1,421,288.21		\$1,384,318.81	\$0.00	\$53,611.09	

Public Facility: Fire Protection									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
New Station 4 (square feet)	7,000	2008	2012	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (square feet)	15,000	2010	2012	\$2,625,000.00	3.3%	\$87,500.00	\$0.00	\$87,500.00	
Station 3 Relocation (square feet)	7,000	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00	\$25,497.77	
New Station 5 (square feet)	7,000	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	1	2011	2012	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	1	2020	2021	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	1	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
				\$7,635,000.00		\$4,017,085.42	\$0.00	\$112,997.77	

Public Facility: Police Department									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Facility Space (square feet)	8,400	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$0.00	\$82,427.82	
				\$1,470,000.00		\$1,460,950.20	\$0.00	\$82,427.82	

Public Facility: Parks & Recreation									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Future Park A (acres)	50	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (acres)	50	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Track/Trails	3	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$0.00	\$48,921.77	start date tba
Tennis Courts	2	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
Playgrounds	2	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
				\$4,110,460.06		\$4,087,460.06	\$0.00	\$48,921.77	

Public Facility: Road Improvements									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Douthitt Ferry (widening)	n/a	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$0.00	\$29,856.02	
Terrell Drive (turn lane)	n/a	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00		
Center Road (widening)	n/a	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
				\$1,414,825.00		\$1,331,525.00	\$0.00	\$29,856.02	

2011-2015 SHORT TERM WORK PROGRAM - CITY OF CARTERSVILLE, GA

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Economic Development								
Continue to participate in the Bartow-Cartersville Joint Development Authority (BCJDA), and implement applicable components of the Economic Development Strategy.	X	X	X	X	X	n/a	General Fund	City Council
Support the redevelopment of industrial sites through low interest loans and investigate Brownfield redevelopment grants and programs	X	X	X	X	X	n/a	EDA Budget	BCJDA
Review and consider all available economic development programs as resources for redevelopment, housing development and economic development incentive activities. Publicize the availability of these programs to the public	X	X	X	X	X	n/a	EDA Budget	BCJDA
Promote sports and heritage-based tourism. Create an entertainment attraction such as a forum or coliseum.	X	X	X	X	X	unknown	EDA Budget, General Fund	BCJDA, City Council
Continue alliance with the County through the BCJDA, to develop the "Class A" Business/Industrial Park on the north side, called Highland 75.	X	X	X	X	X	variable	EDA Budget, General Fund	BCJDA, City Council
Adopt programs and provide services, particularly education and recreation programs, which assist the Hispanic population in participating more fully in the workforce and as active members of the community.	X	X	X	X	X	n/a	General Fund	City Council
Coordinate with Chattahoochee Technical College and Georgia Highlands College for specialized job training venues.	X	X	X	X	X	n/a	General Fund	BCJDA

Short Term Work Program

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric
Consider the establishment of an Urban Redevelopment Agency	X					n/a	General Fund	City Council
Leake Street and S. Museum Dr. improvements: sidewalks, lighting, signage, wrought iron fencing along S. Museum Dr.			X			Unknown	SPLOST, grants	Downtown Development Authority, City Council, Public Works
Covered performance pavilion at Friendship Plaza		X	X			\$140,000	DDA Budget, General Fund, grants	Downtown Development Authority, City Council
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

Natural and Historic Resources

Develop a greenspace plan and yearly acquisition goals and establish a dedicated greenspace acquisition fund		X				n/a	General Fund	City Council, Parks Dept.
Revise the Landscape Ordinance to protect specimen trees, conserve the tree canopy, and promote urban forest practices on City owned properties.	X	X				\$8,500	General Fund	City Council, Planning
Establish a comprehensive natural resources inventory database		X				\$12,000	General Fund	GIS

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Consider requiring an Environmental Checklist as part of the approval process. Develop an Environmental Checklist, utilizing DCA example. Develop check-off sheets that builders are to fill out on a weekly basis regarding the process of development	X					n/a	General Fund	Engineering
Continue to monitor the status of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning
Develop standards for a variety of public civic spaces which may take the form of open/conservation areas, greenways, parks, greens, squares and plazas			X	X		unknown	General Fund	Planning, Engineering

Community Facilities

Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, Character Areas and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council
Review and develop a comprehensive Infrastructure-Financing Plan. Ensure that new development pays its fair share of infrastructure costs	X	X	X	X	X	n/a	General Fund	City Council
Develop a 5-year Service District Plan to ensure adequate personnel and maintenance funds are in place for appropriate level of service requirements	X	X				n/a	General Fund	City Council
Require a traffic impact study if the trips generated from a proposed developed will impact the adjacent road system	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties

Engineering

Develop a long-range comprehensive transportation plan, including adopting a street connectivity ordinance and a pedestrian and bikeway plan.			X			\$40,000	General Fund	City Council, Engineering, Planning
Review codes to increase pedestrian safety and accessibility by developing specific roadway types and pedestrian related facilities by Character Area. Require all new road improvements to provide sidewalks and bike lanes	X	X	X	X	X	n/a	General Fund	City Council, Engineering, Planning

Public Works

Retrofit ADA requirements on all sidewalks	X	X	X	X	X	\$20,000/year	General Fund	City Council, Public Works
Review utility location specifications and current regulations to utilize and enhance the public right of way, and to ensure spatial alignment of pedestrian areas and landscaping	X					n/a	General Fund	Public Works
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$100,000/year	SPLOST	Public Works
Intersection and road safety improvements	X	X	X	X	X	\$55,000/year	SPLOST	Public Works
Mission Road widening – Apachee Trail to Charles Street					X	\$3,000,000	SPLOST	Public Works
Airport Instrument Landing System	X	X				\$1,100,000	SPLOST	CMO
Douthitt Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Engineering & Right-of-way)	X	X	X	X	X	\$900,000	SPLOST (Const. GDOT & FHWA)	Public Works

Short Term Work Program

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Sugar Valley Rd. at Nancy Creek – new bridge	X	X	X			\$1,025,000	SPLOST	Public Works
Sugar Valley Rd. at Burnt Hickory Rd. – intersection improvement	X	X	X		X	\$700,000	SPLOST	Public Works
Grassdale Rd. – road improvements from US 41 to SR 293				X	X	\$800,000	SPLOST, County	Public Works
Equipment replacement	X	X	X	X	X	variable	General Fund	Public Works
Various road resurfacing, sidewalk and shoulder improvements city-wide	X	X	X	X	X	variable	SPLOST	Public Works

Stormwater Division

Complete the storm drainage improvements in the North Towne Revitalization Area			X	X	X	\$20,000/year	General Fund, User Fees	Stormwater Division
Redirect stormwater flows at Woodland Dr.			X			unknown	General Fund, User Fees	Stormwater Division
Replace stormwater pipe at Terrell Heights			X			\$35,000	General Fund, User Fees	Stormwater Division
Replace multi-barrel pipes at Wansley Dr.	X					\$40,000	General Fund, User Fees	Stormwater Division
Construct concrete ditch bottom at South Erwin, north of Old Mill Rd.				X		\$62,000	General Fund, User Fees	Stormwater Division

Short Term Work Program

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Increase stormwater capacity at Etowah Dr.				X		unknown	General Fund, User Fees	Stormwater Division
Increase stormwater capacity at Indian Tr. And Pine Grove				X		unknown	General Fund, User Fees	Stormwater Division
Replace stormwater pipe and structures at Douglas St. and M.L. King	X					\$50,000	General Fund, User Fees	Stormwater Division
Construct north side pipe and ditch at Sugar Valley Rd.				X		\$60,000	General Fund, User Fees	Stormwater Division
Bore under JFH Pkwy. for stormwater service		X				\$125,000	General Fund, User Fees	Stormwater Division
Stabilize ditch from Tennessee St. to Jones Mill Rd.			X			\$25,000	General Fund, User Fees	Stormwater Division

Fire Department

Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
New Fire Station #4		X				\$1,120,000	Developer Agreement, General Fund	Fire Department, Developer
Fire Station #1 relocation		X				\$2,625,000	3% Impact Fees, General Fund	Fire Department

Short Term Work Program

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Purchase 2 fire trucks (1 with Jaws of Life)			X			\$1,025,000	100% Impact Fee	Fire Department
Construct Fire Training Center	X					\$2,000,000	General Fund	Fire Department

Police Department

Replace police patrol units	X	X	X	X	X	\$180,000/year	General Fund	Police Department
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Library

Collection Materials	X	X	X	X	X	\$552,438	97% Impact Fees, General Fund	Library
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Parks & Recreation

Purchase northside park land		X				\$1,500,000	100% Impact Fees, SPLOST	Parks and Recreation
Sam Smith Park development	X	X	X	X	X	variable	General Fund	Parks and Recreation
Replace AC Unit at Dellinger Concession #1			X			\$4,500	General Fund	Parks and Recreation
Replace light poles and lighting fixtures (Dellinger Softball Field 1)		X	X			\$90,000	General Fund	Parks and Recreation
Minor renovation of Dellinger Park Pool		X	X			\$75,000	General Fund	Parks and Recreation
Renovation of Dellinger Park office		X	X			\$20,000	General Fund	Parks and Recreation

Short Term Work Program

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Component playsystem at Dellinger Park Softball fields				X		\$24,000	70% Impact Fees, General Fund	Parks and Recreation
Trail – Pettit Creek Trail, Phase II				X		\$297,000	Ga. Trail Grant, General Fund	Parks and Recreation
Trail – Pettit Creek Trail, Phase III					X	\$350,000	Ga. Trail Grant, General Fund	Parks and Recreation
Trail – Leake Mounds / Etowah riverbank	X	X				\$900,000	TE Grant, General Fund	Parks and Recreation
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a	Impact Fees, General Fund	Parks and Recreation

School System

Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X					n/a	School Board	Cartersville School System
Identify a school site and construction funds for a new primary school to support the Carter Grove development.	X					n/a	School Board	Cartersville School System
Create increased walking, biking and school bus usage in the schools through active promotion and marketing, such as Fridays “walk to school day”, special activities and treats for bus riders, etc. Promote the GA DOT “Human Bus” program;	X	X	X	X	X	n/a	School Board, General Fund	Cartersville School System, Engineering

Electrical Utilities

Short Term Work Program

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)
Highland 75 Line Phase 1 – construct power line across Interstate 75 to serve new Highland 75 Industrial Park		X				\$1,000,000	Electric Revenue	Electric Utility
Highland 75 Line Phase 2 – construct power line on Cass-White Rd. to serve new Highland 75 Industrial Park			X			\$1,000,000	Electric Revenue	Electric Utility
Highland 75 Line Phase 3 – construct power line along Highland 75 Parkway (Zion Rd.) to serve new Highland 75 Industrial Park				X		\$1,000,000	Electric Revenue	Electric Utility
South Tie Line Phase 3 – construct power line on Hwy 113 from airport to Browns Farm Road substation					X	\$2,000,000	Electric Revenue	Electric Utility
Utility relocation for DOT projects	X	X	X	X	X	Variable	Electric Revenue	Electric Utility
Main Street overlay district underground project		X				\$2,000,000	SPLOST, Electric Revenue	Electric Utility
Gas Utilities								
Extend 6" gas main from SR 20 to Center Rd.	X	X				\$1,000,000	General Fund, User Fees	Gas Utility

Water & Sewer Department

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Sewer line – 8" line replacement on Etowah Dr. to West Ave.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 30" new line on Tennessee St. to Jones Mill Rd.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – upgrade sewer line and pump station along I-75 to 36" interceptor at Chemical Products	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department
Replace sewer along Petit Creek	X					\$1,850,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 18" line replacement Highway 41 to Pine Vista	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 8" upgrade on Jones Mill	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Continue loop of City with 36" line from Old Mill to Mission Rd.			X			\$4,000,000	General Fund, User Fees	Water & Sewer Department
Water line – 10" replacement on Cassville Rd. to Cherokee on Erwin Street	X					\$450,000	General Fund, User Fees	Water & Sewer Department
Water meter change out	X	X	X	X	X	\$600,000/year	General Fund, User Fees	Water & Sewer Department
Install sodium hypochlorite at water plant	X					\$525,000	General Fund, User Fees	Water & Sewer Department

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Water line – Center Rd to Main Street	X					\$500,000	General Fund, User Fees	Water & Sewer Department
Nutrient removal upgrade at waste water treatment plant	X	X				\$25,000,000	General Fund, User Fees	Water & Sewer Department
Upgrade Water Treatment Plant to 33 MGD	X					\$10,000,000	General Fund, User Fees	Water & Sewer Department
Consideration of reducing water & sewer capacity fees by 50% for a portion of the current year.	X					n/a	n/a	Council, Water & Sewer Department

Housing

Actively pursue opportunities with the Etowah Area Consolidated Housing Authority as a partner in the creation of affordable housing	X	X	X	X	X	n/a	Housing Authority Budget	Housing Authority
Proactively pursue opportunities for partnerships with non-profit agencies in the creation of affordable housing opportunities	X	X	X	X	X	n/a	General Fund	City Council
Promote homeownership. Continue to pursue down payment and closing cost assistance through organization of CHIP initiatives with the assistance of the Housing and Development Authority of Bartow County and the Etowah Area Consolidated Housing Authority	X	X	X	X	X	n/a	General Fund	Planning
Continue the CHIP home buyer education program.	X	X	X	X	X	n/a	General Fund	City Council
Increase code enforcement within targeted neighborhoods of the City	X	X	X	X	X	n/a	General Fund	Planning

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Investigate potential programs to assist with maintenance and rehabilitation and make information on these programs available to its residents	X	X	X	X	X	n/a	General Fund	Planning
Work with the Police Department to address crime concerns in selected neighborhoods	X	X	X	X	X	variable	General Fund	Police Dept
Continue to implement the mechanisms in place to foster the development of alternative forms of housing, such as mixed-use zoning, overlay districts, supplemented by the Character Area objectives and design guidelines	X	X	X	X	X	n/a	General Fund	City Council, Planning
Consider adopting density bonus provisions for residential in any Character Area promoting mixed-use structures, or a mix of uses including residential	X	X				n/a	General Fund	City Council, Planning
Support the initiatives, projects and activities developed through the Georgia Initiative for Community Housing committee.	X	X	X	X	X	n/a	General Fund	City Council
Identify sites appropriate for senior housing alternatives	X	X				n/a	General Fund	Planning, GIS

Land Use

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
Review and revise development ordinances to create new districts and adjust existing districts to support the intent and implementation of the Character Areas, and ensure that development regulations are aligned with the guiding principles and policies of the CP	X	X	X	X	X	n/a	General Fund	City Council, Planning
Revise the Future Development Map to accommodate additional mixed-use developments with residential components and areas of higher density residential.			X			\$10,000	General Fund	Planning, GIS

Short Term Work Program

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Revise development ordinances to reflect quality growth standards such as signs, landscaping and architectural design	X					\$20,000	General Fund	City Council, Planning
Revise the sign ordinance to reduce visual clutter	X	X				\$8,000	General Fund	City Council, Planning
Develop master planning for each Character Area, and specific architectural design standards for Character Areas where appropriate			X			\$22,000	General Fund	City Council, Planning
Identify strategies and recommended improvements as outlined in portions of the draft 2007 Urban Redevelopment Plan for: North Towne and Tennessee Street Corridor; Greater Downtown; Historic Residential; North Erwin Street; ATCO-Goodyear Village		X	X	X		n/a	General Fund	City Council, Planning
Continue the efforts of the North Towne Revitalization Task Force to develop a long-range revitalization plan	X	X	X	X	X	n/a	General Fund	City Council, Planning, NTRTF
Refine, and create an Overlay District for the Tennessee Street Corridor		X				\$11,000	General Fund	City Council, Planning
Develop a corridor plan for upper US41		X	X			\$18,000	General Fund	Planning
Coordinate with the City of Emerson on annexation borders, transportation and utility provision.	X	X	X	X	X	n/a	General Fund	City Council
Review this Plan yearly during the budget/STWP update in terms of actual population, map amendments and actual development	X	X	X	X	X	n/a	General Fund	City Council
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design. Consider adopting regulations to require improvements.	X	X	X	X	X	variable	General Fund	City Council, DDA

Short Term Work Program

Project Description	2011	12	13	14	15	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA
Develop specific streetscape standards in appropriate Character Areas, and require for all new developments and redevelopment, and in the downtown/Main Street area;		X	X			n/a	General Fund	City Council, Planning, Engineering, DDA
Redesign where possible and incorporate the railroad into the overall downtown streetscape and continue "Quiet Zone" efforts.	X	X	X	X	X	n/a	General Fund	Engineering, DDA, Council
Adopt a Post Construction Stormwater Management Ordinance.	X					n/a	General Fund	Engineering, Stormwater



City of Cartersville

City Council Meeting
1/20/2011 7:00:00 PM
Civic Plus - Website Update

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Attached is the Civic Plus Agreement for the Lite Redesign Website package for \$4,800. This will allow the City to update the website banner to include the new logo and also update the technical aspects of the site. Additionally, a banner for the Downtown Development Authority will be included at no additional charge to the City. DDA will be providing \$1,000 to offset the \$4,800. At the end of 48 months, the City will receive an Advance Redesign of the website for no cost. This will update all aspects of the website. Once approved by Council, Civic Plus has given us a 4-6 week timeline for getting the site updated.
City Manager's Remarks:	This support is needed to keep our website up to date and looking good as the City's electronic 'front door'. Your approval of the related agreement with Civic Plus is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	E-verify and SAVE documentation are part of this contract.

Organization	City of Cartersville, GA		URL	http://www.cityofcartersville.org/	
Street Address	PO Box 1390				
Address 2	1 North Erwin Street				
City	Cartersville	State	GA	Postal Code	30120
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Steve Grier, 770- 387-5606				
Emergency Contact & Mobile Phone	Dan Porta, 770-387-5672				
Emergency Contact & Mobile Phone					
Billing Contact	Steve Grier		E-Mail	sgrier@cityofcartersville.org	
Phone	770- 387-5606	Ext.	n/a	Fax	770-387-5698
Billing Address	PO Box 1390				
Address 2	1 North Erwin Street				
City	Cartersville	Postal Code	30120		
Tax ID #	58-6000534	Sales Tax Exempt #	008004528		
Billing Terms	Annual	Account Rep	Erin Cheever / Reece Hammitt		
Info Required on Invoice (PO or Job #)					
Contract Contact	Rebecca Bohlander		Email	rbohlander@cityofcartersville.org	
Phone	770-387-5612	Ext.	n/a	Fax	770-387-5698
Project Contact	Rebecca Bohlander		Email	rbohlander@cityofcartersville.org	
Phone	770-387-5612	Ext.	n/a	Fax	770-387-5698

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a CP Lite redesign of the City of Cartersville, GA (Client) website that includes all services as defined in Exhibit A – Project Development Services, attached hereto.

Additional Services

2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.
3. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit B – Annual Support, Maintenance & Hosting Services. CivicPlus will invoice Client for additional services immediately prior to project Go-Live.

4. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the client is necessary before billable time is incurred.
5. Additional module upgrades may be purchased and activated at any time.

Billing & Payment Terms

6. Client has selected the CP Lite Redesign Package which includes a CP Lite design upon contract signing with a CP Advanced redesign to be scheduled at the end of 48 months. Client will be invoiced upon contract signing for the full one-time project development fee of \$4,800 instead of paying for it through a monthly increase. Project details are in Exhibit A.
7. At the end of 48 months, Client has the following options:
 - a. Client will receive a CP Advanced Redesign of their website at no additional cost, subject to the restrictions detailed in Exhibit C; or
 - b. Terminate the CP Lite Redesign Package by providing written notice as noted in Item 14 and contract for Annual Support, Maintenance & Hosting services with CivicPlus; or
 - c. Terminate services with CivicPlus.
8. The client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately upon project go-live any additional project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the client.
9. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
10. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date.
11. Service will be discontinued if payment is not made within 30 days after the invoice due date.
12. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days notice prior to removal of the website for non-payment.
13. Provided the Client's account is current, at any time the Client may request an electronic copy on CD of the website Customer Content. Client agrees to pay \$225 per completed request. Upon termination of services, the Client may request a complimentary electronic copy on CD of the website Customer Content.

Agreement Renewal

14. This Agreement shall be in effect until December 31, 2011 and is automatically renewable for three additional one (1) year periods, unless prior to December 31 of the then current term, the Mayor and City Council of the City of Cartersville take action to terminate this Agreement. Additionally, upon the election and swearing in of the Mayor and City Council every two years said Mayor and City Council may terminate this agreement by taking action within thirty (30) days from their swearing in. Furthermore, this Agreement may be terminated as required by Paragraph 17. herein.
15. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Advanced Redesign. In the event of termination of the contract, Client forfeits eligibility for the CP Advanced Redesign and all funds applied to such eligibility. Full payment for services provided is due within 15 days of termination.
16. Either party may terminate this Agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date. Renewal Options are listed in Item 7 of this Agreement.
17. Each year this Agreement is in effect, charges for Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 3% per annum.

Support

18. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
19. Support includes providing technical support of the CivicPlus CMS System, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
20. During the period of this agreement and subsequent renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the System and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
21. CivicPlus provides online website statistics software at no extra charge. If Client desires to use another website statistic software, CivicPlus will provide the necessary log file access.

Marketing

22. If applicable, Client agrees to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
23. Client will cooperate with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
24. Client will cooperate with the CivicPlus Marketing Department to create a case study related to their website.
25. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

26. This Agreement is not a sale of the CivicPlus Content Management System (CMS) and its associated applications and modules (the Proprietary System). CivicPlus owns the Proprietary System and provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
27. Upon full and complete payment of submitted invoices for the development of graphic designs, web content, page designs and banners ("Customer Content"), client will own the Customer Content that is incorporated into the Proprietary System in the course of using the Proprietary System.
28. Upon completion of the development of the site, client will assume full responsibility for Web site content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
29. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Proprietary System in any way; (ii) modify or make derivative works based upon the Proprietary System; (iii) create Internet "links" to the Proprietary System or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Proprietary System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Proprietary System, or (c) copy any ideas, features, functions or graphics of the Proprietary System.
30. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the Proprietary System are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

31. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of CivicPlus.
32. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
33. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Immigration Reform Compliance Requirement

34. CivicPlus will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. CivicPlus must submit, completed and notarized forms of E-verify (Exhibit D) and SAVE (Exhibit E) documents with the contract. During the entire duration of this contract, CivicPlus must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Mayor: Matt Santini, City of Cartersville, GA

Date

Attest: City Clerk: Connie Keeling, City of Cartersville, GA

Date

CivicPlus

Date**Sign and Fax this Copy**

Attn: Contract Manager
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
317 Houston St., Suite E
Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left blank intentionally--

Exhibit A – Project Development Services

CP Lite Redesign Package	One-Time
Package Includes: • New CP Lite Site Design • Redevelop banner • Up to 3 graphic buttons to promote special services • Redevelop navigation method (may choose top drop-down or other options) • Select color scheme to match new graphics • Design setup – wireframe • Print this page option • Email this page option • Breadcrumbs • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content Migration – Includes retouching of all existing pages on the redesigned website to ensure proper formatting, menu structure, and application of new site styles. Note: Content will <u>not</u> be rewritten or pages broken up (shortened or resectioned)	\$4,800
Inclusion of All Modules • All standard modules are included (see module listing)	Included
Add On Options	
• Downtown Development Authority Banner - \$1,200 value	free
Annual Increase effective upon contract signing	\$0
Total One-Time Fee payable per Term 6	\$4,800

Project Development Includes the Following:	
Modules	Functionality
• Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • Emergency Alert Notification • ePay • Facebook Integration • Facilities & Reservations w/50 Facilities • FAQs • Featured Info Module • Forms Development Tool • Healthy City Initiative • Intranet • Job Postings • Media Center • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator w/25 Properties • Request Tracker Suite (CRT, iPhone App, Facebook App, licensed for 5 users) • Staff Directory • Twitter Integration	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Exhibit B - Support, Maintenance and Hosting Services

Increase in Support, Maintenance & Hosting takes effect upon contract signing.

Current Annual Support, Maintenance and Hosting Fee Site Server Storage not to exceed 45 GB, Media Center Storage not to exceed 10 GB		\$10,950
Annual Fee Increase		\$0
New Annual Fee (Effective upon Contract Signing)		\$10,950
Annual Support, Maintenance & Hosting Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Exhibit C – Details of Advanced Redesign of Website**Advanced Redesign****Package Includes:**

- New Design
- Up to 3 graphic buttons to promote special services
- Redevelop navigation method (may choose top drop-down or other options)
- Select color scheme to match new graphics
- Design setup – wireframe
- Print this page option
- Email this page option
- Breadcrumbs
- Sitemap
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing pages on the redesigned website to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be rewritten or pages broken up (shortened or resectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly

Exhibit D – E-Verify**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

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

Exhibit E – SAVE**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

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

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

[Name of business, corporation, partnership]

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

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

Signature of Applicant: Date

Printed Name: _____

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

* _____
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

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





City of Cartersville

**City Council Meeting
1/20/2011 7:00:00 PM
Cancellation of Lease with Bartow Health Access**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Bartow Health Access has been leasing the old city fire station on Martin Luther King, Jr. Drive since August 2007 with the lease renewing annually unless action is taken by the City Council to terminate the lease. With the forthcoming demolition of the old fire station so a new larger station can be built, the existing lease with Bartow Health Access needs to be terminated. Bartow Health Access has been aware of this and will be moving out of this building by the end of February 2011. I recommend approval of the termination of the existing lease as of February 28, 2011.
City Manager's Remarks:	This action is necessary to allow the improvement of the MLK station. This is part of our SPLOST improvement of Police and Fire stations. Your cancellation of the lease effective February 28, 2011 is recommended.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	

REAL ESTATE LEASE AND
MAINTENANCE AGREEMENT

THIS LEASE and MAINTENANCE AGREEMENT (hereinafter referred to as "Lease"), made and entered into as of the _____ day of _____, 2007, by and between CITY OF CARTERSVILLE ("Landlord") and the BARTOW HEALTH ACCESS, INC.. ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain improved real estate commonly known as Fire Station #2 Martin Luther King Drive, Cartersville, Bartow County, Georgia (the "Property"). For a more particular description, see Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, Tenant desire to lease from Landlord the Property as indicated on Exhibit "A" herein referenced to as the "Premises"; and

WHEREAS, Tenant provides various cultural activities to the inhabitants of the City of Cartersville; and

WHEREAS, Tenant is a 501(c)(3) corporation under the laws of the United States; and

WHEREAS, Landlord and Tenant are entering into this agreement pursuant to the authority granted landlord by O.C.G.A. § 36-60-14; and

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

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

1. Landlord hereby leases and rents to Tenant and Tenant hereby agree to lease and take the premises for the provisions of the community services as described on Exhibit "B" attached hereto and incorporated herein by reference, and upon the terms and conditions hereinafter set forth.

2. The term of this Lease shall commence on August 17, 2007 and end on December 31, 2007. The Lease shall be automatically renewed for up to two one (1) year terms provided that the Mayor and City Council do not take action at a public meeting in December or January of the renewable year to terminate, modify the renewal term or to not renew this Lease and the Tenant provides notice of intent of renewing by December 1, of each year. Landlord agrees to deliver possession of the Premises to Tenant on the commencement date hereof.
3. Tenant agrees to the use of said Premises and to be liable for all obligations, terms and conditions contained herein.
4. Tenant agrees to provide the following service:
 - (a) To take care of and maintain the property in good and habitable condition.
5. Tenant shall procure from a qualified insurance company and maintain during the entire term of this Lease the following coverages:
 - (a) Fire and extended coverage insuring the full value of Tenant's interest in the improvements on the Premises, office furniture, equipment, fixtures and supplies therein and the replacement cost of said premises and shall name Landlord as an additional insured and furnish a certificate evidencing such coverage to Landlord.
6. The Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance of the Premises.
7. Tenant agrees not to abandon or vacate the Premises during the term of this lease without thirty (30) days prior notification to Landlord.
8. Tenant accepts the Premises in its present condition as suited for the use intended by the Tenant. Tenant shall, at Tenant sole expense, maintain the Premises, the fixtures and

appurtenances thereon in first class condition and repair, and will suffer no active or permissive waste or injury thereof and the Tenant shall, at Tenant's sole expense, promptly repair all injury or damage to the Premises from whatever cause, other than damage which the Landlord is expressly obligated to repair.

9. Tenant shall have the right to install or place on the Premises machinery, apparatus, equipment and other Premises of whatever nature, all of which shall remain the Premises of Tenant, whether or not attached to improvements comprising the Premises. So long as Tenant is not in default on its obligations, or upon giving bond for any obligations claimed by Landlord to be in default, Tenant shall have the right to remove the same at any time or from time to time during the term hereof and within a reasonable time after the termination hereof; provided, however, that should Tenant so remove any machinery, apparatus, equipment or other Premises of whatever nature, Tenant shall do so at its own expense without damage or injury to the Premises. In the event of damage or injury to the Premises, Tenant shall repair or restore the Premises to its condition as existed prior to the installation and removal of such machinery, apparatus, equipment or other Premises.
10. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the building is taken pursuant to condemnation proceedings, this Lease shall terminate as of the date of such destruction or taking.
11. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred thereof, including but not limited to in addition all suits, damages,

expenses, injuries, claims arising in any manner whatsoever attorney's fees and court costs.

12. Tenant may not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant, without the prior written consent of the Landlord. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior consent of Landlord. Any assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.
13. It is mutually agreed that in the event Tenant shall default in Tenant's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Tenant shall default in the performance of any of the terms or provisions of this Lease other than the provision requiring the payment of rent and such default continues for a period of thirty (30) days after notice from Landlord, or if Tenant are adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, Landlord, at his option, may at once terminate this lease by written notice to Tenant and thereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
14. Landlord may, as Tenant's agent and without terminating this Lease, upon Tenant's default under this Lease and the lapse of any applicable grace period, at Landlord's

option, enter upon and relet the Premises on the best available terms obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper.

15. Landlord may enter the Premises at reasonable hours and upon reasonable notice to exhibit the same to prospective purchasers or Tenant and to make repairs to Landlord's adjoining Premises, if any. Landlord agrees that Tenant shall be permitted to have a representative monitor any such entry on to the Premises if Tenant feel such is necessary to protect the security and confidentiality of Tenant's business activities on the Premises. Landlord agrees to indemnify and hold Tenant harmless from any loss or damage caused to Tenant's equipment or Premises on the Premises which results from any act or negligence of Landlord, Landlord's agents, employees or licensees during such entry.
16. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect landlord's right to collect rent for the period prior to termination thereof.
17. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Noting contained herein nor any action or inaction by Landlord shall be deemed to grant to Tenant any right, power or permission to perform any act or make any agreement which may create, give rise to or constitute the foundation for any right, title, interest, lien, charge or other encumbrance upon Landlord's estate in the Premises. So long as Tenant is not in default hereunder, Tenant shall have full and quiet enjoyment of the Premises.
18. If Tenant remain in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be

a tenant at will at the rental rate in effect at the end of the Lease and such holding over shall not operate as a renewal of this lease by operation of law.

19. If any obligations or funds owing under this Lease are collected by or through an attorney-at-law, Tenant agree to pay Landlord's attorney's fees, not to exceed fifteen percent (15%) of such collection. If Tenant shall bring suit to enforce Landlord's obligations hereunder, Tenant shall be entitled to recover its attorney's fees if Tenant prevail in such action.
20. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.
21. Tenant hereby appoint as Tenant's agent to receive service of all dispossessory or distant proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time or occupying the Premises; and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. All notices to Landlord shall be sent to City of Cartersville, Georgia, Attention: City Manager, P. O. Box 1390, Cartersville, Georgia 30120. All notices to tenant shall be sent to: BARTOW HEALTH ACCESS, INC C/O LOUIS TONSMEIRE, 16 Park Court, Cartersville, GA 30120

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

22. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.
23. This Lease has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Lease shall

be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Lease.

24. Time is of the essence of this Lease.
25. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
26. This Lease may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.
27. This Lease may be altered, amended or terminated by a written agreement signed by Landlord and Tenant.

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

LANDLORD: CITY OF CARTERSVILLE

Signed, sealed and delivered
this _____ day of _____, 2007.

Mayor, Michael G. Fields

WITNESS

ATTEST:

NOTARY PUBLIC

City Clerk, Sandra E. Cline

My Commission Expires

TENANT: BARTOW HEALTH ACCESS, INC.

Signed, sealed and delivered
this _____ day of _____, 2007.

BY: _____
PRESIDENT

WITNESS

ATTEST:

NOTARY PUBLIC

BY: _____
SECRETARY

My Commission Expires

EXHIBIT "A"

The property described as Fire Station #2, Cartersville, Georgia on Martin Luther King Drive, including the building and parking, in Cartersville, Bartow County, Georgia.

EXHIBIT “B”



City of Cartersville

City Council Meeting
1/20/2011 7:00:00 PM
Repair of 36" Water Line

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 1-12-11 Subject: Purchase of Repair Band for 36" Water Line A backhoe operator for New Riverside Ochre hit the 36" water main that serves the north side of town. The line was damaged at a bell connection. We placed a band on it but it is still leaking about 30 gpm. We have to special order a repair band that will permanently repair it without turning it off and cutting another piece of pipe. HD Supply Waterworks in Kennesaw located a foundry to make this special order band. We will have it in one week. The cost of this item is \$10,975.00. This company could get us the band weeks sooner than any other company. I recommend approval of this item which is to be paid out of repair to water mains.
City Manager's Remarks:	This repair is required due to an accident that caused damage to our 36" water line that serves the north side. Your approval of the band purchase outlined above from HD Supply Waterworks in the amount of \$10,975.00 is recommended for your approval.
Financial/Budget Certification:	Paid for out of the budget.
Legal:	
Associated Information:	E-verify 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

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

HD Supply Warehouse Ltd
[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.

William L. Traynham 1/13/11
Signature of Applicant: Date

William L. Traynham 1/13/11
Printed Name:

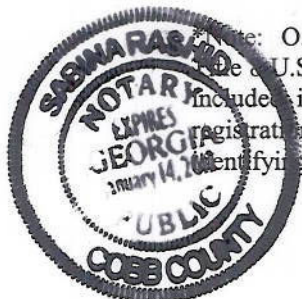
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
13 DAY OF Jan, 2011

Sabina Razi

Notary Public

My Commission Expires: Jan 14, 2012

*
Alien Registration number for non-citizens



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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

19959- HD Supply Water Works
EEV/Basic Pilot Program* User Identification Number

William L. Traynor
BY: Authorized Officer or Agent
(Contractor Name)

11/13/2011
Date

Atlanta District Manager
Title of Authorized Officer or Agent of Contractor

William L. Traynor
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13 DAY OF Jan, 20 11

Sabina Rasheed

Notary Public

My Commission Expires: Jan 14, 2012



* 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

1/20/2011 7:00:00 PM

T J Lyle Regarding Wells and Johnson Streets Sewer and Water Relocation Projects

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: December 12, 2011 SUBJECT: Wells Street and Johnson Street Sewer and Water Relocation Projects – Change Orders Site conditions have been encountered on the Johnson Street Sewer relocation project and the Wells Street Water and Sewer relocation projects which require a Change Order to the contract. Concrete underlayment has necessitated saw cutting of the pavement and additional pavement debris for disposal. Additionally material encountered during trench excavation is not suitable for achieving compaction as backfill material. The additional costs for saw cutting, crushed stone backfill and disposal of material are estimated as follows: • Johnson Street \$66,500.00 • Wells Street \$40,200.00 Total project costs, with addition of these change order expenses, will still be in line with the next lowest bidder.
City Manager's Remarks:	This change is necessary due to hidden conditions that were uncovered as we got into the project. Apparently parts of this area were swamp at one point. The removal of these materials and replacement with crushed stone necessitates this change. Your approval of the change order with TJ Lyles involving the referenced projects is recommended.
Financial/Budget Certification:	Any portion of this work not covered by the Wells Street will be paid for by SPLOST
Legal:	
Associated Information:	E-verify and SAVE documents are on file.

Cover Memo



City of Cartersville

City Council Meeting
1/20/2011 7:00:00 PM
November 2010

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the financial report for November 2010. Also attached is the supplemental financial information along with the cash position for the same time period.
City Manager's Remarks:	This information will be presented by Tom Rhineheart at the Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of November 30, 2010

<i>GENERAL FUND</i> excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures		FY 2009 - 10 MONTH OF November-09	FY 2010 - 11 MONTH OF November-10	FY 2009 - 10 Year to Date November-09	FY 2010 - 11 Year to Date November-10	100.00% OF BUDGET (Year to Date)
REVENUE		\$2,390,510	\$2,080,552	\$10,222,108	\$9,888,240	43.64%
EXPENDITURE		\$1,567,330	\$2,189,792	\$8,667,792	\$8,707,576	38.43%
Gen. Fund Net Profit (Loss)		\$823,180	(\$109,240)	\$1,554,316	\$1,180,664	
<i>WATER & SEWER</i>						
REVENUE		\$1,163,568	\$954,406	\$6,019,579	\$5,855,286	39.67%
EXPENDITURE		\$1,094,021	\$1,182,220	\$5,485,514	\$5,195,829	35.20%
Wtr. & Swr. Fund Net Profit (Loss)		\$69,547	(\$227,814)	\$534,065	\$659,457	
<i>GAS</i>						
REVENUE		\$1,525,733	\$1,502,128	\$5,998,160	\$6,765,589	22.66%
EXPENDITURES		\$1,811,470	\$1,782,223	\$7,645,162	\$8,672,941	29.04%
Gas Fund Net Profit (Loss)		(\$285,737)	(\$280,095)	(\$1,647,002)	(\$1,907,352)	
<i>ELECTRIC</i>						
REVENUE		\$3,046,360	\$2,917,227	\$18,484,033	\$18,077,781	41.89%
EXPENDITURES		\$2,484,230	\$3,136,486	\$16,024,208	\$16,951,374	39.28%
Electric Fund Net Profit (Loss)		\$562,130	(\$219,259)	\$2,459,825	\$1,126,407	
<i>STORMWATER</i>						
REVENUE		\$100,122	\$96,999	\$500,054	\$491,610	40.76%
EXPENDITURE		\$98,810	\$127,527	\$347,011	\$485,561	40.26%
Stormwater Fund Net Profit (Loss)		\$1,312	(\$30,528)	\$153,043	\$6,049	
<i>SOLID WASTE</i>						
REVENUE		\$161,017	\$163,163	\$806,202	\$823,912	38.13%
EXPENDITURE		\$241,531	\$145,721	\$781,020	\$686,103	31.75%
Solid Waste Fund Net Profit (Loss)		(\$80,514)	\$17,442	\$25,182	\$137,809	
<i>FIBER OPTICS</i>						
REVENUE		\$127,026	\$166,182	\$654,900	\$824,236	53.20%
EXPENDITURE		\$84,451	\$102,417	\$555,616	\$505,866	32.65%
Fiber Fund Net Profit (Loss)		\$42,575	\$63,765	\$99,284	\$318,370	

				% of Monthly Totals to Budget
General Fund	Description	Through 11-30-10	FY 2011 Budget	
	Total Revenues	\$9,888,241	\$22,660,440	43.64%
	GO Bond Proceeds from School	\$1,164,643	\$2,561,400	45.47%
	Property Taxes-City Portion Only	\$886,995	\$1,213,065	73.12%
	Local Option Sales Tax (LOST)	\$2,072,795	\$4,195,135	49.41%
	Other Taxes	\$2,752,781	\$6,776,105	40.62%
	Building Permit & Inspection Fees	\$18,449	\$60,000	30.75%
	Fines and Forfeitures	\$242,360	\$530,000	45.73%
	Operating Transfers In-City Utilities	\$1,562,196	\$3,749,270	41.67%
	Other Revenues	\$1,188,022	\$3,575,465	33.23%
	Total Expenditures	\$8,707,567	\$22,660,440	38.43%
	Personnel Expenses	\$5,548,242	\$13,307,635	41.69%
	Operating Expenses	\$2,018,038	\$5,551,815	36.35%
	Capital Expenses	\$12,130	\$783,890	1.55%
	GO Bond Proceeds from School	\$901,307	\$2,561,400	35.19%
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$227,850	\$455,700	50.00%
Water & Sewer Fund	Total Revenues	\$5,855,286	\$14,760,380	39.67%
	Water Sales	\$3,509,677	\$7,834,930	44.80%
	Sewer Sales	\$1,851,107	\$4,176,700	44.32%
	Bond Proceeds	\$0	\$1,500,000	0.00%
	Other Revenues	\$494,502	\$1,248,750	39.60%
	Total Expenditures	\$5,195,829	\$14,760,380	35.20%
	Personnel Expenses	\$1,161,292	\$2,825,445	41.10%
	Operating Expenses	\$923,463	\$3,115,275	29.64%
	Capital Expenses	\$223,030	\$2,194,000	10.17%
	Transfer To General Fund	\$1,128,148	\$2,632,390	42.86%
	Debt Payments	\$1,759,896	\$3,993,270	44.07%
Gas Fund	Total Revenues	\$6,765,589	\$29,862,510	22.66%
	Gas Sales	\$6,175,420	\$25,803,605	23.93%
	Gas Commodity Charge	\$483,870	\$1,245,000	38.87%
	Bond Proceeds	\$0	\$2,070,205	0.00%
	Proceeds from Capital Leases	\$0	\$16,000	0.00%
	Other Revenues	\$106,299	\$727,700	14.61%
	Total Expenses	\$8,672,941	\$29,862,510	29.04%
	Personnel Expenses	\$650,313	\$1,651,430	39.38%
	Operating Expenses	\$159,522	\$804,405	19.83%
	Purchase of Natural Gas	\$6,628,750	\$21,377,080	31.01%
	Transfer to General Fund	\$1,183,512	\$3,294,345	35.93%
	Capital Expenses	\$50,844	\$2,735,250	1.86%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 11-30-10	FY 2011 Budget	
	Total Revenues	\$18,077,781	\$43,152,600	41.89%
	Electric Sales	\$17,557,762	\$41,886,000	41.92%
	Other Revenues	\$520,019	\$1,266,600	41.06%
	Total Expenses	\$16,951,374	\$43,152,600	39.28%
	Personnel Expenses	\$813,282	\$1,959,450	41.51%
	Operating Expenses	\$486,135	\$1,294,780	37.55%
	Purchase of Electricity	\$14,562,180	\$37,333,800	39.01%
	Capital Expenses	\$166,694	\$364,600	45.72%
	Transfer to General Fund	\$923,083	\$2,199,970	41.96%
Stormwater Fund	Total Revenues	\$491,610	\$1,206,005	40.76%
	Stormwater Revenues	\$487,833	\$1,152,005	42.35%
	Other Revenues	\$3,777	\$14,000	26.98%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$40,000	0.00%
	Total Expenses	\$485,561	\$1,206,005	40.26%
	Personnel Expenses	\$152,834	\$375,040	40.75%
	Operating Expenses	\$160,343	\$490,965	32.66%
	Capital Expenses	\$172,384	\$340,000	50.70%
Solid Waste Fund	Total Revenues	\$823,912	\$2,160,845	38.13%
	Refuse Collections Revenues	\$800,930	\$1,933,645	41.42%
	Other Revenues	\$22,982	\$47,200	48.69%
	Proceeds From Capital Leases	\$0	\$180,000	0.00%
	Total Expenses	\$686,103	\$2,160,845	31.75%
	Personnel Expenses	\$379,394	\$989,815	38.33%
	Operating Expenses	\$306,709	\$991,030	30.95%
	Capital Expenses	\$0	\$180,000	0.00%
Fiber Optics Fund	Total Revenues	\$824,236	\$1,549,325	53.20%
	Fiber Optics Revenues	\$620,564	\$1,447,355	42.88%
	GIS Revenues	\$48,050	\$101,970	47.12%
	Other Revenues	\$155,622	\$0	
	Total Expenses	\$505,866	\$1,549,325	32.65%
	Personnel Expenses	\$207,335	\$496,485	41.76%
	Operating Expenses	\$182,687	\$604,740	30.21%
	MEAG Telecom Statewide Pymt	\$97,320	\$239,100	40.70%
	Capital Expenses	\$18,524	\$209,000	8.86%

Cash Position	6/30/10	7/31/10	8/31/10	9/30/10	10/31/10	11/30/10	12/31/10
Total Unrestricted Cash Balance	\$11,936,986.41	\$10,994,065.72	\$10,838,696.57	\$11,052,813.77	\$13,124,632.84	\$14,379,847.59	
Total Restricted Cash Balance	\$17,582,717.44	\$18,098,656.08	\$17,946,463.27	\$17,807,076.74	\$18,046,457.57	\$18,948,635.88	
Cash Position		1/31/10	2/28/10	3/31/10	4/30/10	5/31/10	6/30/10
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							