



City of Cartersville

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

Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 8/16/2018
Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. August 2, 2018 (Pages 1 - 12)

[Attachments](#)

B. Appointments

1. Historic Preservation Commission (Page 13)

[Attachments](#)

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

1. AZ18-02: 539 Rowland Springs Road, approx 0.69 acres, County R-2 to proposed City MF14. Petitioner: Ghanayanjivani, LLC. (Pages 14 - 40)

[Attachments](#)

2. SU18-04: 280 Nelson Street, Suite 8. Petitioner: Calvary Chapel River Oaks. (Pages 41 - 55)

[Attachments](#)

D. Other

1. Downtown Photo Fence Art Exhibit (Pages 56 - 61)

[Attachments](#)

E. Contracts/Agreements

1. Main Street MOU with DCA (Pages 62 - 72)

[Attachments](#)

2. King & Spalding Engagement Letter (Pages 73 - 78)

[Attachments](#)

3. IGA with Bartow County for Waste Disposal Rates (Pages 79 - 83)

[Attachments](#)

4. GDOT Traffic Signal Agreement (Pages 84 - 86)

[Attachments](#)

5. Memorandum of Agreement-GDOT GATEway Grant (Pages 87 - 113)

[Attachments](#)

6. Construction Testing and Inspection Services (Pages 114 - 124)

[Attachments](#)

7. Pond & Company Contract Modification #3 (Pages 125 - 127)

[Attachments](#)

F. Bid Award/Purchases

1. Workers Compensation Subsequent Injury Trust Fund (Pages 128 - 129)

[Attachments](#)

2. New Storage Appliances for Servers and Applications (Pages 130 - 136)

[Attachments](#)

3. ESRI ArcGIS Enterprise Standard (Pages 137 - 139)

[Attachments](#)

4. Purchase from Mobile Mixer Parts (Pages 140 - 141)

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5. Taser Quote (Pages 142 - 147)

[Attachments](#)

6. Vehicle Purchases (Pages 148 - 170)

[Attachments](#)

7. Gymnastics Center AC Unit Replacement (Pages 171 - 179)

[Attachments](#)

8. Bid 18-004 Dellinger Park Tennis Courts Repair/Resurface/Strip (Pages 180 - 193)

[Attachments](#)

G. Contracts/Agreements

1. Amendment to the Annual Audit (Pages 194 - 199)

[Attachments](#)

H. Other

1. Regions Bank Incumbency Certificate (Pages 200 - 202)

[Attachments](#)

2. City School System 2018 Millage Rate Set at 15.674 Mills (Pages 203 - 206)

[Attachments](#)

3. Cartersville Business Improvement District 2018 Property Tax Millage Rate to Be Set at 2.21 Mills (Pages 207 - 209)

[Attachments](#)

4. City of Cartersville M&O Property Tax Millage Rate to Be Set at 2.259 Mills (Pages 210 - 212)

[Attachments](#)

5. Cartersville GO Recreation Bond 2018 Property Tax Millage Rate to Be Set at 0.969 Mills (Pages 213 - 215)

[Attachments](#)

I. Monthly Financial Statement

1. June 2018 Financial Report (Pages 216 - 220)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.



City of Cartersville

City Council Meeting
8/16/2018 7:00:00 PM
August 2, 2018

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Council meeting minutes from August 2, 2018 are attached for your review.
City Manager's Remarks:	The minutes have been prepared by staff and are recommended for your approval with any modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 August 2, 2018
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Hodge.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, City Attorney.

Absent: Jayce Stepp, Council Member Ward Two

II. Regular Agenda

A. Council Meeting Minutes

1. July 19, 2018 City Council Minutes

A motion to approve the July 19, 2018 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

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

1. AZ18-01: 228 E Felton Rd. Annexation/Zoning. Applicant: Janice Wynn. Lots 14 and 21 in the Roving Hills Subdivision. Approximately 0.5 acres each. Zoning: A-1 to City R-20.

Randy Mannino, Planning and Development Department Head stated the annexation and zoning request is to include the two residential properties, Lots 14 (228 E. Felton Rd) and 21, in the City Limits so future owners may utilize the Cartersville School System. This is an important selling point for the owner. The owner recently purchased both lots and is renovating the house on Lot 14 with the intention to sell both lots when the renovation is complete. Each lot is approximately 0.5 acres. All Unincorporated lots are zoned A-1 which allows for large lot, single family detached homes. The proposed R-20 city zoning is compatible with A-1 and should have no effect on the development or character of the neighborhood.

Mayor Santini opened the floor for a Zoning Public Hearing and with no one coming

forward, the hearing was closed.

Mayor Santini opened the floor for an Annexation Public Hearing, and with no one coming forward the hearing was closed.

Motion to approve the annexation was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

Motion to approve the Rezoning was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

Please see Exhibit A and Exhibit B for Ordinance 17-18: Petition No. AZ18-01 and Ordinance 18-18: Petition No. AZ18-01.

C. Resolutions

1. Updated Resolution for Utility Credits

Tom Rhinehart, Finance Department Head Resolution 14-18 will authorize the City Finance Director to make adjustments of up to \$60,000 as the amount of previous discrepancies from the pending criminal investigations totaled \$58,879.98.

A motion to approve the updated Resolution for Utility Credits was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

2. Update LGIP Resolution for Water and Sewer Bond Series 2018 Proceeds

Mr. Rhinehart stated on 6-21-18, Council approved updating an LGIP account designated for the water and sewer bond proceeds. Recently while trying to transfer funds from US Bank to the GA Fund 1 account, it was discovered that US Bank must be on the resolution since they were listed as custodian in the bond documents. Mr. Rhinehart asked for approval of the Mayor to sign the documents for US Bank to be added to the LGIP resolution.

A motion to approve Update LGIP Resolution for Water and Sewer Bond Series 2018 Proceeds was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

D. Bid Award/Purchases

1. Purchase of Remington Shotguns

Chief Frank McCann requested approval to purchase 51 Remington model #870P 12 GA. shotguns. This purchase would replace our current Shotguns (Mossberg model #500 12GA.) which were purchased in 2002. Chief McCann stated he planned on trading some of the City's current shotguns to the vendor who will hold a federal firearms license so the price will be reduced for each shotgun.

Chief McCann recommended Smyrna Police Distributors \$24,735.00-\$6,025.00 (45 working Mossberg model # 500 shotguns and 8 non-functioning Mossberg model #500 traded) = \$18,710.00. Total for 51 shotguns 18,710.00.

This is not a budgeted item; however, the City will use abandoned forfeited funds and state forfeited funds to pay for these weapons. The E-Verify and E-Save documents have been submitted to the Police Department and are on file. Chief McCann requested Council and Mayor support.

Motion to approve the purchase of the Remington Shotguns was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

2. Electric Department Tree Trimming Contract

Don Hassebrock, Electric Department Head stated Electric Cities of Georgia (ECG) bids out the Tree Trimming and Right-Of-Way clearing service contract and awards a three-year contract to the lowest, qualified bidder. The contract with Trees Unlimited is entering its third and final year. Trees Unlimited is located in Cave Springs, GA and has been doing good work for Cartersville for over ten years with few customer complaints. They dedicated extra tree trimmers to Cartersville during the snow and ice storm of December 2017.

The Electric Department has budgeted \$98,900 in FY18-19 for Tree Trimming and Right-Of-Way Clearing is recommending that Council approve this contract.

Motion to approve the Tree Trimming Contract with Trees Unlimited was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

3. Transformer Purchase

Mr. Hassebrock stated The Electric Department needs to purchase two transformers for projects at Aquafil and Piedmont Resin. For bid proposals we contacted known vendors, posted the bid on the city website and on the Georgia Procurement Registry. See attached Bid Tabulation Sheet as well as the separate bid proposals from each bidder.

The Electric Department recommends that council approve the purchase of the Ermco transformers from Gresco for both units at a total price of \$62,940.00. These transformers have the lowest unit price, the lowest TOC and shortest delivery time.

Motion to approve the transformer purchase was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

4. Cogsdale Training

Dan Porta, Assistant City Manager stated with some recent changes in the Fiber Department staff, we need to have Cogsdale, our utility billing and accounting software provider,

provide training to our new personnel. The proposed training will cost \$13,440 plus travel, lodging and meal expenses. Additional existing City staff will also take part in this training. Mr. Porta recommended approval of the Cogsdale training proposal with a not to exceed price of \$17,000.

Motion to the Cogsdale Training was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote:5-0.

E. Contracts/Agreements

1. GDOT Airport Grant Approval

Mr. Porta stated GDOT has announced a tentative allocation of federal funding assistance for the Cartersville-Bartow Airport for FY 2019 in the amount of \$1,597,251 with a local match of 2.5% or \$79,863. The current proposed use of these funds is for land/easement acquisition; design terrain encroachment removal and lighting; and DBE Plan update. Note that due to the delay in the Old Alabama Road Project, which impacts the airport, the Airport Authority is checking on the runway and having it core drilled. If it is determined that the runway rehabilitation needs to be done sooner than planned, the Airport Authority may request that the proposed land/easement acquisition funds be moved to runway rehabilitation.

Even though these funds are for the Cartersville-Bartow Airport, the City is the entity that grant funds flow through and must approve the grant application. I recommend approval of this grant application and request that the Mayor be approved to sign any and all documents related to this grant.

A motion to approve GDOT Airport Grant Approval was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Southern Natural Rate Schedule Extensions

Michael Hill, Assistant Gas Department Head stated this is the agreement between the City of Cartersville Gas System and Southern Natural for the finalized rate schedule. These rates will go into effect September 1, 2018 and will be effective until August 31, 2021. Portion one rate discounts will be effective September 1, 2018 with additional discounts effective September 2019.

A motion to approve Southern Natural Rate Schedule Extensions was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

Council Member Hodge made a motion to add 1 item to the agenda. The motion was seconded by Council Member Roth, and carried unanimously. Vote: 5-0.

3. Annual EPD Water Testing Contract

Bob Jones, Water Department Head stated the EPD laboratory has performed this testing for the City annually for years. The fee is based on the population served by a water system and has been \$9,200 for past five years. Using the EPD laboratory has the benefit of streamlined reporting and being 100% method compliant.

Mr. Jones recommended payment of the invoice and authorization to contract with EPD for drinking water analysis for the period 7/1/2018 to 6/30/2019.

A motion to approve Annual EPD Water Testing Contract was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

F. Other

1. MOA Between Atlanta Regional Commission and City of Cartersville

Mr. Jones stated in 2014, the Atlanta Regional Commission (ARC), Cobb County – Marietta Water Authority and the State of Georgia sued the Army Corps of Engineers (Corps) for failing to address outstanding water supply requests dating back as far as 1981 (State of Georgia v. U.S. Army Corps of Engineers, Civil Action No. 1:14-cv-3593-RWS (N.D. Ga.)). The court found the Corps delay in responding was unreasonable and ordered all parties to determine a schedule for addressing the outstanding requests. The result of that meeting is an agreement the Corps will address the issue(s) in the next 36 months. Although not a party in the lawsuit, Cartersville did have a request that is covered by the Court’s ruling. In order to be included in attorney client privileged meetings/discussions regarding the order, the City needs to execute the attached Memorandum of Agreement (MOA) and contribute to the legal fund going forward. Bartow County is included as well and will share the cost of entry equally with the City. Each party will contribute \$100,000 which will allow full rights within the working group.

In my opinion this represents the best opportunity for the City to receive additional water supply from Allatoona in decades. It should not be considered a “sure thing” by any means. Should the Corps study and determination be in our favor, there will likely be some legal action by either Alabama or Florida or both to challenge their decision. Additional raw water supply from Allatoona is critical to long range planning for both the City and Bartow County. The water from Allatoona is of much higher quality than water from the Etowah or groundwater. Should we be forced to rely on either of those sources or be forced to fund and construct a private reservoir, the impact on rates and water quality will be significant.

Mr. Jones recommend approval of the attached MOA with the ARC.

A motion to approve MOA Between Atlanta Regional Commission and City of Cartersville was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

Added Item: Control Panels Damaged for Settling Basin by Water Department Truck

Mr. Jones stated control panels for Number 10 Settling Basin at the Water Treatment Plant were damaged when a truck backed into them while being moved. Due to damages, the basin was shut down. Patrick Kelly Electric was contacted for the emergency repairs. Patrick Kelley quoted the City \$5,800.00 to fix the damages, and Mr. Jones recommends payment of the invoice. This is not a budgeted item, but will come from the Maintenance to Water Treatment Plant account.

Motion to approve payment to Patrick Kelley Electric in the amount of \$5,800 was made by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Festival Area – Sam Smith

Greg Anderson, Parks and Recreation Department Head stated on Saturday September 22, 2018, Atlanta Track Club (ATC) is staging the 4th annual Wing-Foot Classic at Sam Smith Park. There will be an estimated 5,000+ runners that day. With the last race being a community race, ATC wishes to conclude the day with entertainment/food and beer/wine for the community race participants and volunteers. A local caterer (Johnny Mitchell's Smokehouse) is providing the Certificate of Liability Insurance and obtaining the Special Event permit as required by State of GA and City of Cartersville's festival area ordinance. ATC has agreed to enclose an area for the festival event, provide 6-Off-Duty Cartersville Police Officers and 2-Recreation Staff for security/gate.

Mr. Anderson recommended approval of Festival Area status for Cartersville Parks and Recreation Department at Sam Smith Park provided Johnny's Mitchell's Smokehouse submits Certificate of Liability Insurance and Special Event Permit to Cartersville Parks and Recreation, 2-weeks prior to event.

A motion to approve the Sam Smith Festival Area was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

3. Annual Assessment for Membership in the Northwest Regional Commission

Tamara Brock, City Manager stated this is the annual dues request for membership and participation in the Northwest Georgia Regional Commission. This is for fiscal year July 1, 2018 through June 30, 2019.

A motion to approve Annual Assessment for Membership in the Northwest Regional Commission was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

G. Grant Application/Acceptance

1. Grassdale Application/Acceptance

Tommy Sanders, Public Works Department Head stated he is seeking to have Rindt-McDuff Engineers prepare a concept report with typical sections, need and purpose statements, and cost estimates to use in the application for a TAP (Transportation Alternatives Program) Grant. This work would be done at the hourly rates in the Engineering Services Agreement and would not exceed \$9,900. We also seek permission for the Mayor to sign all related TAP Grant application documents necessary for the August 31, 2018 grant submittal.

The proposed project would add pedestrian/bicycle facilities to Grassdale Road from Cassville Road (SR 293) to Joe Frank Harris Parkway (SR 3/US 41).

A motion to approve the Grassdale Application/Acceptance Grant was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

After announcements a motion to adjourn the meeting was made by Council Member Roth and needing no second. Motion carried unanimously. Vote: 5-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 17-18
Petition No. AZ18-01

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 Janice Wynn with Trade Wynn Custom Homes, LLC. Property is located at 228 East Felton Road. Said property contains approximately 1.05 acres; 0.5 acres/each lot located in the 4th District, 3rd Section, Land Lots 14 and 21 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 July 19, 2018.
ADOPTED August 2, 2018. Second Reading.



ATTEST:

/s/ Meredith Ulmer
Meredith Ulmer
City Clerk

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

Item # 1

Item # 1

JUNE 27, 1964
SCALE 1" = 100'

SECTION "C"
OF THE
WILLIAM H. FELTON
SUBDIVISION
IN LAND LOTS 119 & 120
4TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GEORGIA

NOTE: A COPY OF THIS PLAT IS RECORDED
IN PLAT BOOK 5 PAGE 53.

NOTE: ALL LOT CORNERS AND BENDS ARE
MARKED WITH IRON PINS

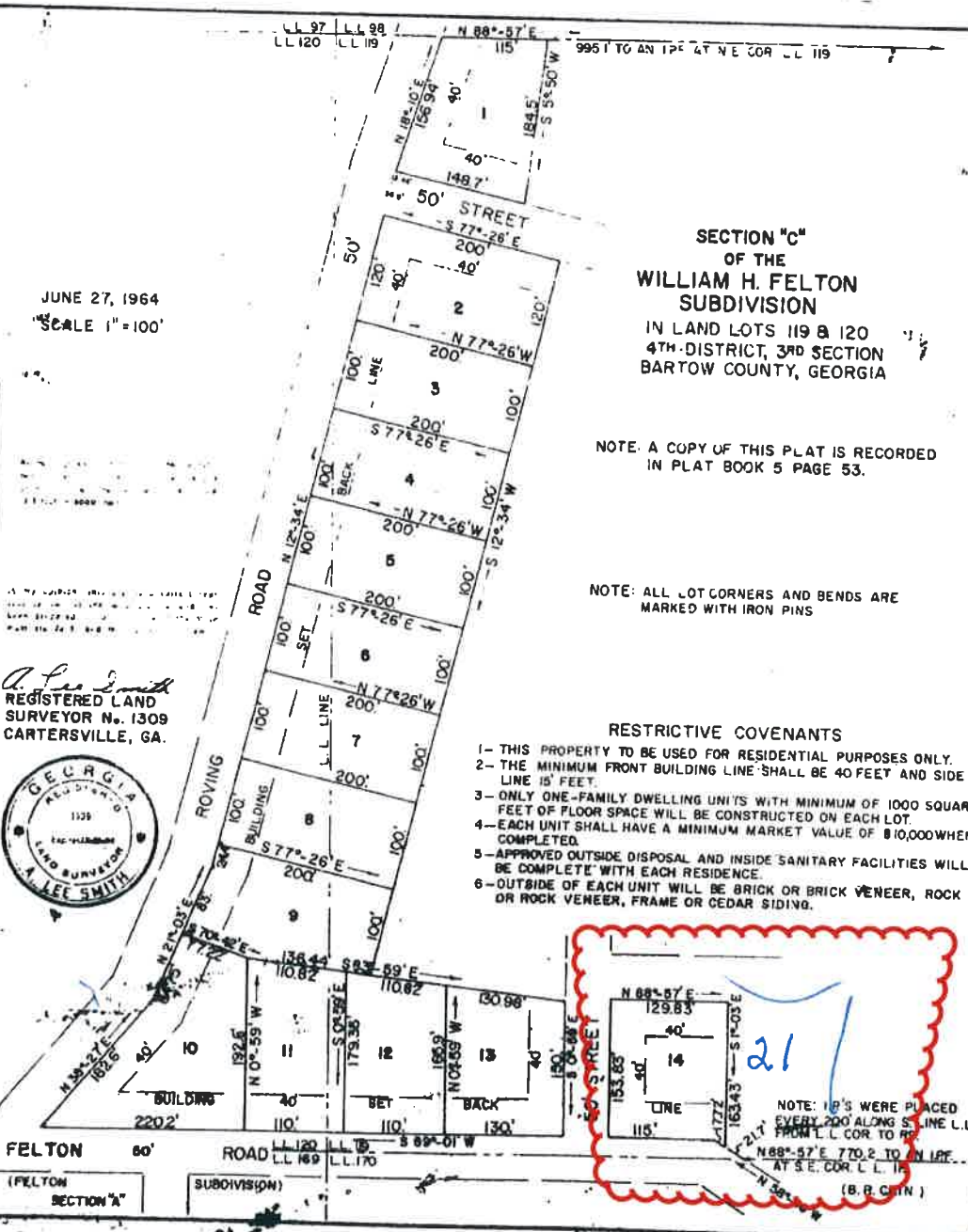
RESTRICTIVE COVENANTS

- 1- THIS PROPERTY TO BE USED FOR RESIDENTIAL PURPOSES ONLY.
- 2- THE MINIMUM FRONT BUILDING LINE SHALL BE 40 FEET AND SIDE LINE 15 FEET.
- 3- ONLY ONE-FAMILY DWELLING UNITS WITH MINIMUM OF 1000 SQUARE FEET OF FLOOR SPACE WILL BE CONSTRUCTED ON EACH LOT.
- 4- EACH UNIT SHALL HAVE A MINIMUM MARKET VALUE OF \$10,000 WHEN COMPLETED.
- 5- APPROVED OUTSIDE DISPOSAL AND INSIDE SANITARY FACILITIES WILL BE COMPLETE WITH EACH RESIDENCE.
- 6- OUTSIDE OF EACH UNIT WILL BE BRICK OR BRICK VENEER, ROCK OR ROCK VENEER, FRAME OR CEDAR SIDING.

A. Lee Smith
REGISTERED LAND
SURVEYOR No. 1309
CARTERSVILLE, GA.



MAG. NORTH



RECORDED July 5, 1964 - W.H. B. [Signature]

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 18-18
Petition No.

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 Janice Wynn of Trade Wynn Custom Homes, LLC. Property is located at 228 East Felton Road. Said property contains 1.05 acres; 0.5 acres/each lot located in the 4th District, 3rd Section, Land Lots 14 and 21 as shown on the attached plat Exhibit "A". Property is hereby rezoned from Country A-1 (Agriculture) to Single Family Residential (R-20) with the following conditions. 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 July 19, 2018.

ADOPTED August 2, 2018. Second Reading.



ATTEST:

/s/ Meredith Ulmer
Meredith Ulmer
City Clerk

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

Item # 1

JUNE 27, 1964
SCALE 1" = 100'

SECTION "C"
OF THE
WILLIAM H. FELTON
SUBDIVISION
IN LAND LOTS 119 & 120
4TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GEORGIA

NOTE: A COPY OF THIS PLAT IS RECORDED
IN PLAT BOOK 5 PAGE 53.

NOTE: ALL LOT CORNERS AND BENDS ARE
MARKED WITH IRON PINS

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- 3- ONLY ONE-FAMILY DWELLING UNITS WITH MINIMUM OF 1000 SQUARE FEET OF FLOOR SPACE WILL BE CONSTRUCTED ON EACH LOT.
- 4- EACH UNIT SHALL HAVE A MINIMUM MARKET VALUE OF \$10,000 WHEN COMPLETED.
- 5- APPROVED OUTSIDE DISPOSAL AND INSIDE SANITARY FACILITIES WILL BE COMPLETE WITH EACH RESIDENCE.
- 6- OUTSIDE OF EACH UNIT WILL BE BRICK OR BRICK VENEER, ROCK OR ROCK VENEER, FRAME OR CEDAR SIDING.

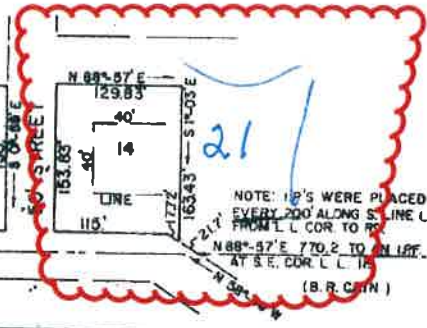
A. Lee Smith
REGISTERED LAND
SURVEYOR No. 1309
CARTERSVILLE, GA.



MAG. NORTH

ROAD
ROVING
BUILDING
LINE
BACK

FELTON ROAD
SECTION "A" SUBDIVISION



RECORDED JULY 5, 1964 - W.H. Blanding, C.S.S.

Item # 1



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Historic Preservation Commission**

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	The terms of Vandi White and Valerie Holt who currently serve on the Historic Preservation Commission will expire on September 7, 2018. These are three-year appointments and are appointed at-large, not by council ward. Both appointees are willing to continue serving if re-appointed and will remain on the same three-year staggered terms with a new term expiration of September 7, 2021. Your approval of these appointments is recommended.
City Manager's Remarks:	Your approval of Valerie Holt and Vandi White for re-appointment to the HPC is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
8/16/2018 7:00:00 PM

AZ18-02: 539 Rowland Springs Road, approx 0.69 acres, County R-2 to proposed City MF14. Petitioner:
Ghanayanjivani, LLC.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<p>The annexation and zoning request is to annex property located at 539 Rowland Springs Rd. at the corner of Rowland Springs Rd. and Corinth Rd. The lot contains an unoccupied single family detached house that has been converted to a duplex. The lot contains approximately 0.69 acres. The owner wishes to annex into the City to take advantage of better utility rates and for easier management of other rental properties that are in the City, particularly those adjacent to this one. The current zoning is R-2. The proposed zoning is MF-14 to allow a duplex unit. The Planning Commission recommends approval with one condition: Limit the residential use to one (1) single family detached or duplex unit. Approved (5-0)</p>
City Manager's Remarks:	Planning Commission recommended your approval of this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ18-02

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Ghanayanjivan LLC.
Representative: Mr. Janubhai Desai

Location: 539 Rowland Springs Rd.

Total Acreage: Approx. 0.69

LAND USE INFORMATION

Current Zoning: County R-2 (Residential)

Proposed Zoning: MF-14 (Multi-Family Family Residential)

Proposed Use: Duplex dwelling.

Current Zoning of Adjacent Property:

North: R-15 (Single Family Residential)
South: County R-3 (Residential- Multi-family)
East: MF-14 (Multi- Family Residential)
West: G-C (General Commercial)

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 313,314,335 &336
Ward: 1 **Council Member:** Kari Hodge

The Future Development Plan designates the subject property as: Adjacent properties are designated as Neighborhood Living, Mixed-Use Activity Center, and Parkway Corridor.

The Future Land Use Map designates adjacent or nearby city properties as: Low- Medium Density Residential, High Density Residential, and Commercial.

ANALYSIS

City Departments Reviews

Electric:

Takes no exception.

Fibercom:

.

Fire:

.

Gas:

Takes no exception.

Public Works:

.

Water and Sewer:

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Public comments:

No comments received.

Cartersville School District:

Under review. No comments received as of 8-1-18.

REQUEST SUMMARY:

The annexation and zoning request is to annex property located at 539 Rowland Springs Rd. at the corner of Rowland Springs Rd. and Corinth Rd. The lot contains an unoccupied single family detached house that has been converted to a duplex. The lot contains approximately 0.69 acres. The owner wishes to annex into the city to take advantage of better utility rates and for easier management of other rental properties that are in the city, particularly those adjacent to this one.

Lots to the north and south contain single family detached residential units. Lots to the east contain townhomes. Lots to the west are commercial and border Hwy 41. City utilities currently serve this lot and adjacent lots.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The MF-14 zoning district permits duplex units and seems to be an appropriate zoning category for the adjacent and nearby properties which are zoned MF-14, Uninc. R-2, and Single family R-15.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use of adjacent property.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned, the property has a reasonable economic use. The R-2 district allows duplex housing.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The annexation and zoning would conform to the city's land use plan for the area.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect compared to the existing land use.
- H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
No additional conditions are known.

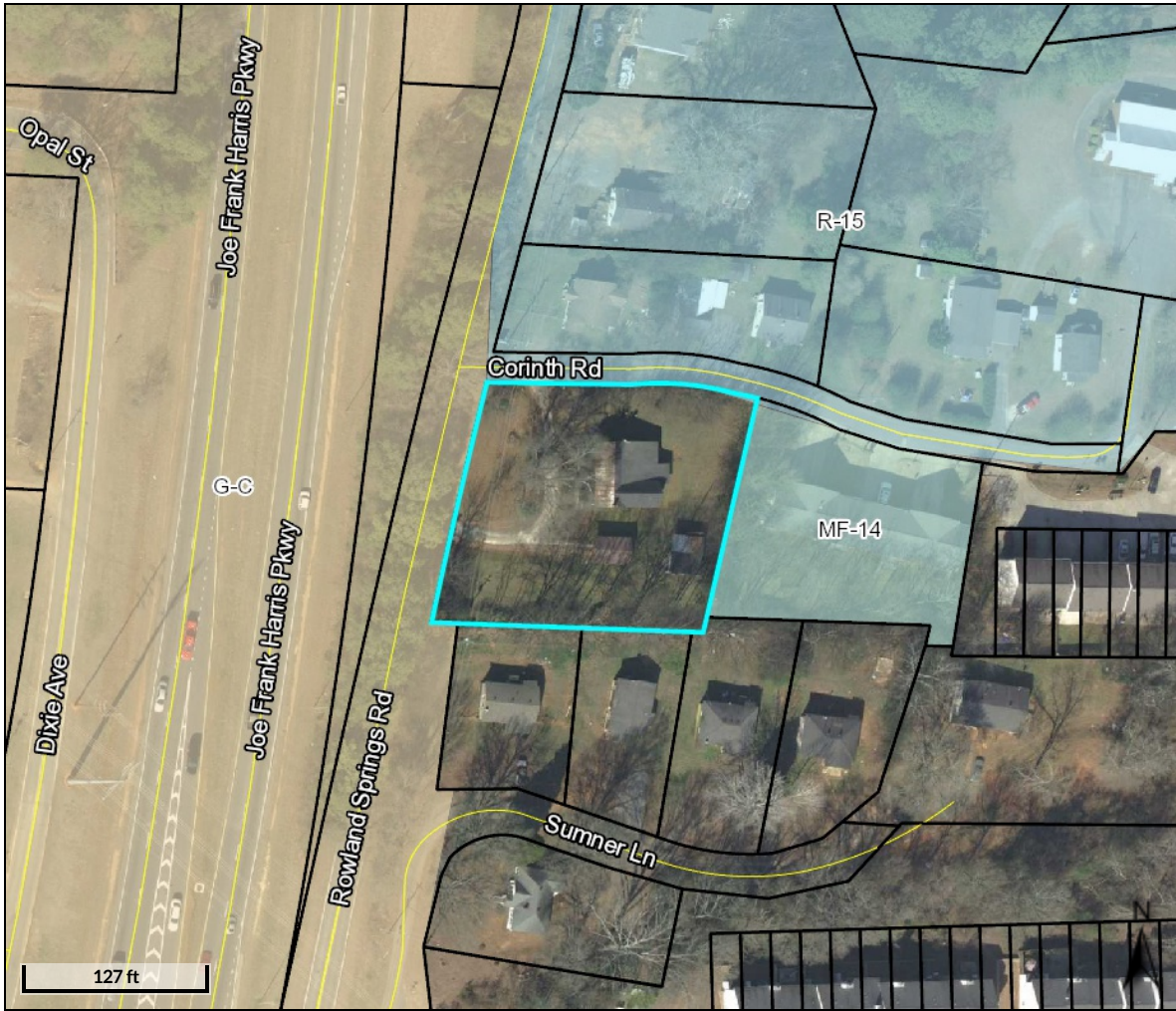
RECOMMENDATION

Per code enforcement's report, building and site issues have been identified and should be addressed. No negative impacts have been identified if property use is limited to a duplex unit. The proposed annexation may help to fill one of the many zoning and service "holes" within the city limits. If the site were to be redeveloped under the MF-14 zoning, the site would be limited to 9 units. (0.69ac x 14 un/ac).

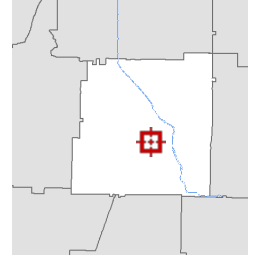
Staff recommends approval with the following conditions:

- 1. Limit the residential use to one (1) single family detached or duplex unit.*


































PLANNING COMMISSION RECOMMENDATION:



Overview



Legend

-  Parcels
-  Roads
- City Labels
- Cartersville Zoning**
-  AG
-  DBD
-  G-C
-  G-C*
-  H-I
-  H-I*
-  L-I
-  L-I*
-  M-U
-  M-U*
-  MF-14
-  MF-14*
-  MN
-  O-C
-  O-C*
-  P-D
-  P-D*
-  P-I
-  P-S
-  P-S*
-  R-10
-  R-10*
-  R-15
-  R-15*
-  R-20
-  R-20*
-  R-7
-  R-7*
-  R-D
-  RA-12
-  RA-12*

Parcel ID 0078E-0001-002
Sec/Twp/Rng n/a

Alternate ID 19628
Class Residential

Owner Address GHANAYANJIVAN LLC
50 GALWAY DR **Item # 3**

Property Address 539 ROWLAND SPRINGS RD
Bartow County

Acreage 0.69

CARTERSVILLE GA 30120

District Bartow County

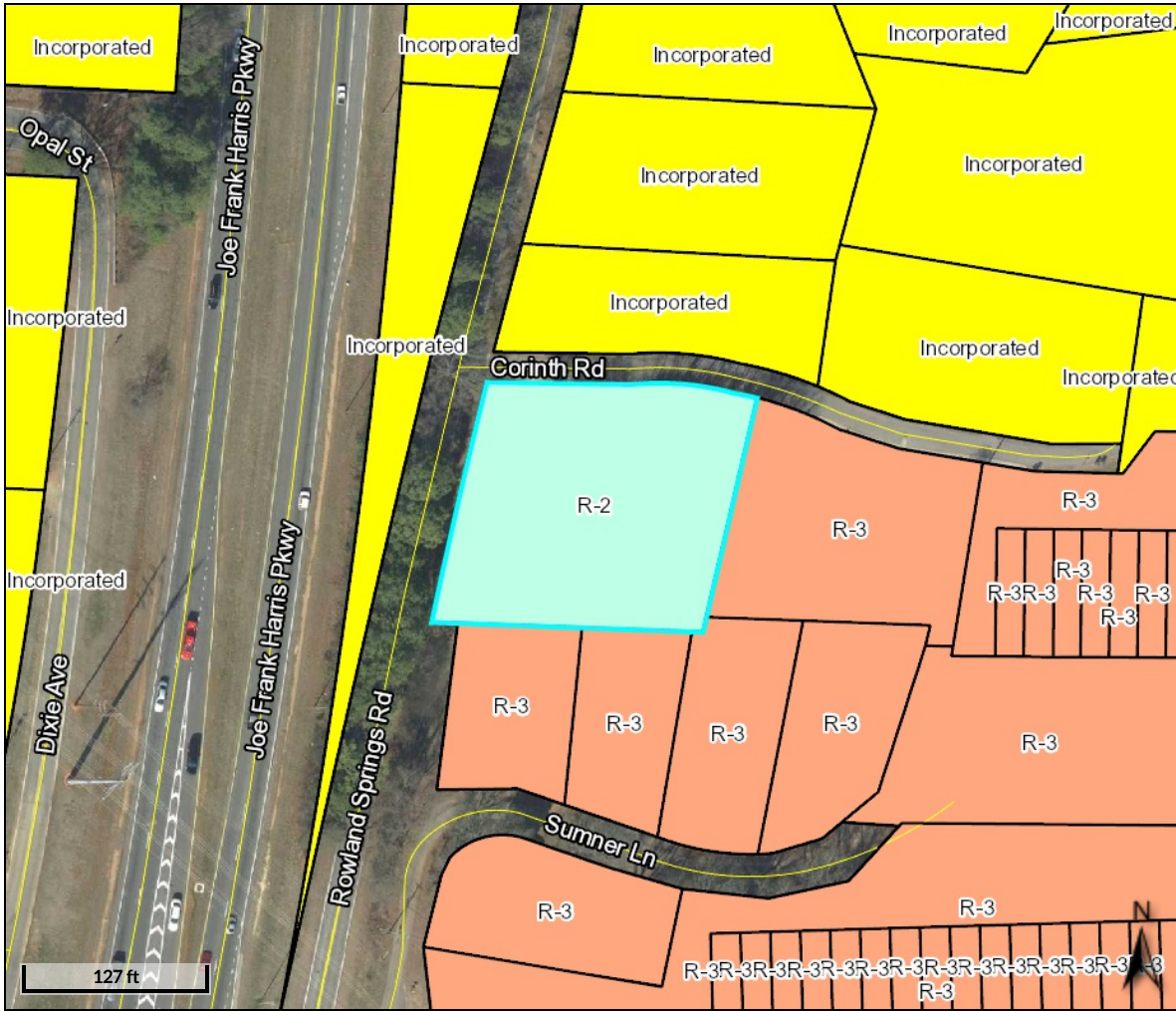
Brief Tax Description LL 313-336 D 4 NOT IN CITY

(Note: Not to be used on legal documents)

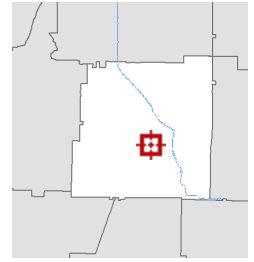
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






















Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads
- City Labels**
- Bartow County Zoning**
-  BPD (wC)
-  Unknown
-  R7 (wC)
-  R-7
-  A-1
-  A1CU
-  A1 (wC)
-  BPD
-  C-1
-  C1CU
-  C1 (wC)
-  CN
-  CNCU
-  CN (wC)
-  Conditional Use
-  I-1
-  I-2
-  I1CU
-  I1 (wC)
-  I2CU
-  I2 (wC)
-  Incorporated
-  M-1
-  M1CU
-  M1 (wC)
-  O/I
-  OICU
-  OI (wC)
-  PUD
-  PUDCU
-  PUD (wC)
-  R-1
-  **Item # 3**
-  R-2

CITY OF CARTERSVILLE INSPECTION REPORT

Date: July 31, 2018

Property Address: 539 Rowland Springs Road

Owner/Agent: Ghanayanjivan LLC/Akshar Desai

Housing Inspector: Donna L. Fritz

Date of Inspection: July 20, 2018

2012 International Property Maintenance Code®

Chapter 3 General Requirements

§ 301 General

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

Violation(s): Make repairs as listed below.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

§ 302 Exterior Property Areas

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

Violation(s): Remove piles of rubbish in the yard that include lumber, bricks and tires.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

Violation(s): Repair driveway and parking spaces to meet city ordinance 17.11 and 17.2; no vehicles shall be allowed to park in the front yard between the principal building and the street (residential). All vehicles shall be parked on an all-weather surface, such as gravel, asphalt or concrete.

Currently, there is no defined parking area and gravel has been overtaken with grass. Additionally, if gravel is used, a concrete apron may be required by the City Public Works Department. Each dwelling unit should have a minimum of two parking spaces (per unit).

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 10 inches. All noxious weeds shall be prohibited.

Violation(s): Remove large pile of brush around trees in front yard.

§ 304 Exterior Structure

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

Violation(s): Make repairs as listed below.

304.2 Protective Treatment. All exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter windows doors and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Violation(s): Repair/Replace ceiling on front porch; make sure ceiling is sealed and covered with a protective treatment.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

Violation(s): Repair/Replace open penetration on block foundation wall; large opening on the north side of the structure.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Violation(s): Repair/Replace roof and gutter on the front porch; make sure roof and flashing is sound and tight and will not admit rain. Gutters should be in good repair with no obstructions.

Ensure that all applicable permits (building, plumbing, HVAC, electrical) are obtained before any repair, renovation and/or demolish work is started.

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ18-02
Date Received: 4/14/18

Public Hearing Dates:

Planning Commission 8/7/18 5:30pm 1st City Council 8/16 7:00pm 2nd City Council 9/6 7:00pm

JANUBHAI DESAI

Applicant GHANAYANJIVAN LLC Office Phone _____
 (printed name)
 Address 50 GALWAY DRIVE Mobile/ Other Phone 678-699-7131 ✓
 City CARTERSVILLE State GA Zip 30120 Email Janudesai@bellsouth.net
 Representative's printed name (if other than applicant) _____ Phone (Rep) _____
 _____ Email (Rep) _____
 Representative Signature _____ Applicant Signature Janudesai
 Signed, sealed and delivered in presence of: _____ My commission expires:
Simon A. Gilmore April 15, 2022
 Notary Public

Item # 3

* Titleholder GHANAYANJIVAN LLC Phone 678-699-7131
 (titleholder's printed name)
 Address 50 Galway Dr. Email Janudesai@bellsouth.net
 Signature Janudesai
 Signed, sealed, delivered in presence of: _____ My commission expires:
Simon A. Gilmore April 15, 2022
 Notary Public

Present Zoning District MF-14 for Duplex (R-2 Cont'd) Requested Zoning R-3 (MF-14 for Duplex)
 Acreage -69 Land Lot(s) 313-336 District(s) 4th Section(s) 3rd
 Location of Property: 539, ROWLAND SPRING RD, CARTERSVILLE GA 30120
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: Duplex to Single Family House future
Conversion to Duplex
 (attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ1802

Tax Map Parcel(s) # <u>0078E-0001002</u>	Voting Ward(s) <u>1- Hooge</u>
Current Land Use UNCLD <u>R-2SF Resid.</u>	Current Zoning <u>R-2</u> M-F-14 For Duplex
Proposed Land Use M-F-14 <u>Duplex</u>	Proposed Zoning <u>R-3</u> <u>M-F-14 For Duplex</u>
Number of Dwelling Units <u>1</u>	Number of Occupants <u>0, NOT Occupied.</u>
Owner Occupied? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Racial Composition <u>N/A</u>	
Number of School-aged Children <u>N/A</u>	Grade Level(s) of School-aged Children <u>N/A</u>
School(s) to be attended: <u>N/A</u>	
Current Utility Service Providers (Check Service provider or list if Other)	
Water: <input checked="" type="checkbox"/> City	<input type="checkbox"/> County <input type="checkbox"/> Well/ Other
Sewer: <input checked="" type="checkbox"/> City	<input type="checkbox"/> County <input type="checkbox"/> Septic/ Other
Natural Gas: <input checked="" type="checkbox"/> City	<input type="checkbox"/> Other (List) _____
Electricity: <input checked="" type="checkbox"/> City	<input type="checkbox"/> GA Power <input type="checkbox"/> Greystone
	<input type="checkbox"/> Other (List) _____

Item # 3

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 6/14/18
 Date Two Years Prior to Application: 6/14/16
 Date Five Years Prior to Application: 6/14/13

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

Item # 3

	YES	NO
Mayor: Matt Santini	_____	✓
Council Member:		
Ward 1- Kari Hodge	_____	✓
Ward 2- Jayce Stepp	_____	✓
Ward 3- Cary Roth	_____	✓
Ward 4- Calvin Cooley	_____	✓
Ward 5- Gary Fox	_____	✓
Ward 6- Taff Wren	_____	✓
Planning Commission		
Greg Culverhouse	_____	✓
Harrison Dean	_____	✓
Lamar Pendley	_____	✓
Lamar Pinson	_____	✓
Travis Popham	_____	✓
Jeffery Ross	_____	✓
Stephen Smith	_____	✓

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

Janubhai Desai 06-04-2018
 Signature Date
JANUBHAI DESAI
 Print Name

SURVEYOR'S CERTIFICATE

That the undersigned, a Georgia Registered Land Surveyor, on behalf of the above Annexation/ zoning applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

Item # 3

Date

(Seal)
Georgia Registered Land Surveyor


ZONING ADMINISTRATOR:

1. Case Number: AZ1802
2. Yes No

The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

3. Survey attached?

6/14/18
Date


Zoning Administrator



Overview



Legend

-  Parcels
-  Roads
- City Labels

Cartersville Zoning

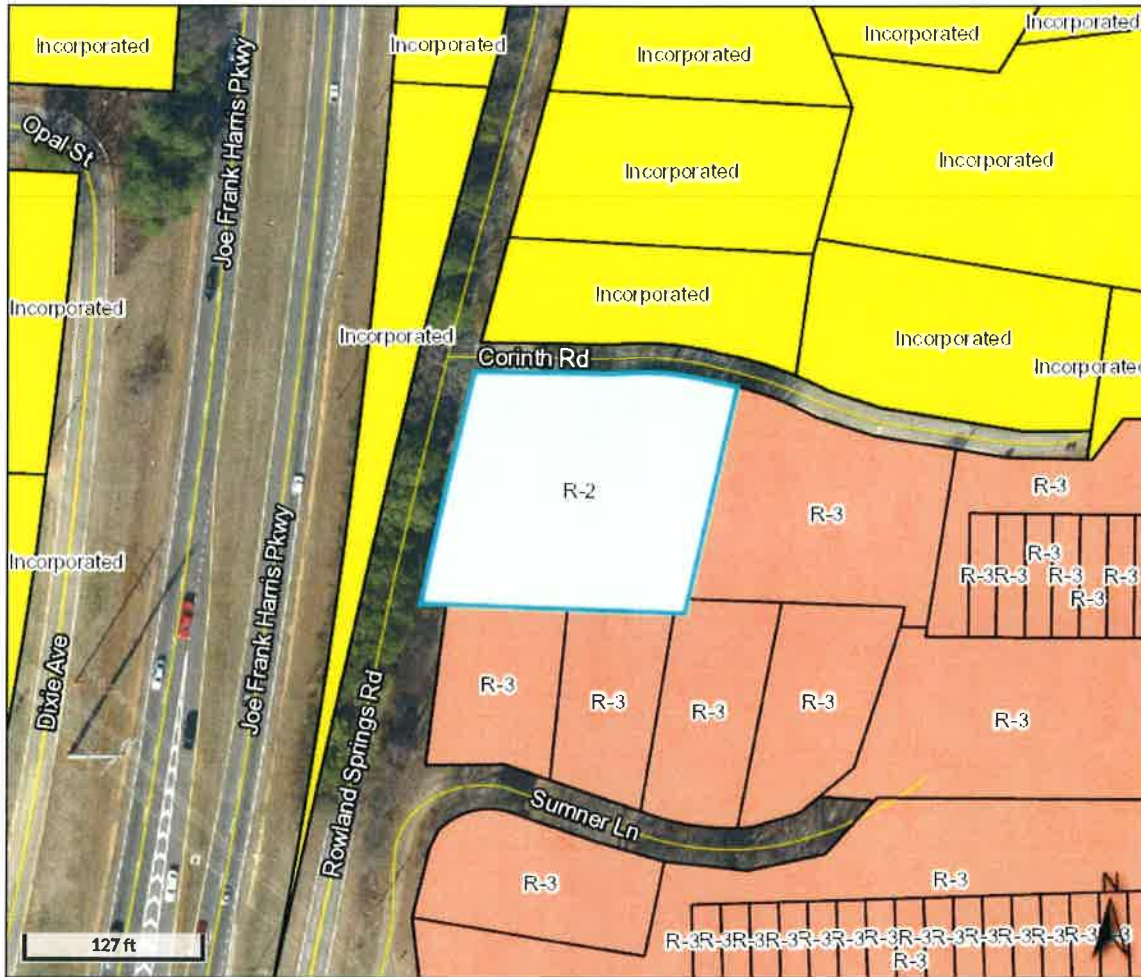
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

Item # 3

Parcel ID 0078E-0001-002
 Sec/Twp/Rng n/a

Alternate ID 19628
 Class Residential

Owner Address GHANAYANJIVAN LLC
 50 GALWAY DR



Overview



Legend

- Parcels
- Roads
- City Labels
- Bartow County Zoning
- ▨ BPD (wC)
- Unknown
- ▨ R7 (wC)
- ▨ R-7
- ▨ A-1
- ▨ A1CU
- ▨ A1 (wC)
- BPD
- ▨ C-1
- ▨ C1CU
- ▨ C1 (wC)
- ▨ CN
- ▨ CNCU
- ▨ CN (wC)
- ▨ Conditional Use
- ▨ I-1
- ▨ I-2
- ▨ I1CU
- ▨ I1 (wC)
- ▨ I2CU
- ▨ I2 (wC)
- ▨ Incorporated
- ▨ M-1
- ▨ M1CU
- ▨ M1 (wC)
- ▨ O/I
- ▨ OICU
- ▨ O1 (wC)
- ▨ PUD
- ▨ PUDCU
- ▨ PUD (wC)
- ▨ R-1
- ▨ R-2
- ▨ R-3

Item # 3

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the 4th District and 3rd Section of Bartow County, Georgia, situated off the Northeast boundary of the City of Cartersville, and on the East side of Rowland Springs Road and more particularly described as follows: BEGINNING on the East side of Rowland Springs Road where the same intersects with the South side of the road that leads from the Rowland Springs Road in an Easterly direction to Corinth Church and running thence in an Easterly direction along the South side of the road leading from the Rowland Springs Road to Corinth Church 182 feet; thence South 150 feet, more or less, to the property now or formerly owned by C. S. Townsley; thence West along the North line of the Townsley property 182 feet to the East side of the Rowland Springs Road; thence, in a Northerly direction along the East side of the Rowland Springs Road 150 feet, more or less, to the South side of the Road which leads from Rowland Springs Road to Corinth Church and the point of beginning. The same being the same property as conveyed by Warranty Deed, dated September 30, 1966 from W. J. Clark to Mary Lee Clark, as recorded in Deed Book 156, Page 390, on October 1, 1966, in the Office of the Clerk of Bartow Superior Court.

Item # 3

2

RECEIVED

Clerk of Superior Court - Bartow Co., Ga
04/06/2017 03:34 PM

DOCS 004084
FILED IN OFFICE
4/6/2017 03:33 PM
BK:2910 PG:575-576
MELBA SCOGGINS
CLERK OF SUPERIOR COURT
BARTOW COUNTY

Melba Scoggins

REAL ESTATE TRANSFER
PAID: \$60.00

After recording, please return to:
WHITE & CHOATE, LLC
Attorneys at Law
Attn: Christina
100 WEST CHEROKEE AVENUE
CARTERSVILLE, GA 30120
17-18686 Ghanayanjivan, LLC

PT-61 008-2017-001238

WARRANTY DEED

Item # 3

**STATE OF GEORGIA
COUNTY OF BARTOW**

This Indenture made this 5th day of April, 2017, between **William R. Peterson**, as party or parties of the first part, hereinafter called Grantor, and **Ghanayanjivan, LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 313-336 of the 4th District, 3rd Section, Bartow County, Georgia; and, being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

This conveyance is subject to zoning, easements, covenants, conditions and restrictions of record, if any.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of

GRANTOR:

M R P

[Signature]

WARRANTY DEED

**STATE OF GEORGIA
COUNTY OF BARTOW**

This Indenture made this **5th day of April, 2017**, between **William R. Peterson**, as party or parties of the first part, hereinafter called Grantor, and **Ghanayanjivan, LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 313-336 of the **4th District, 3rd Section, Bartow County, Georgia**; and, being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

This conveyance is subject to zoning, easements, covenants, conditions and restrictions of record, if any.


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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of


GRANTOR:



Witness



William R. Peterson

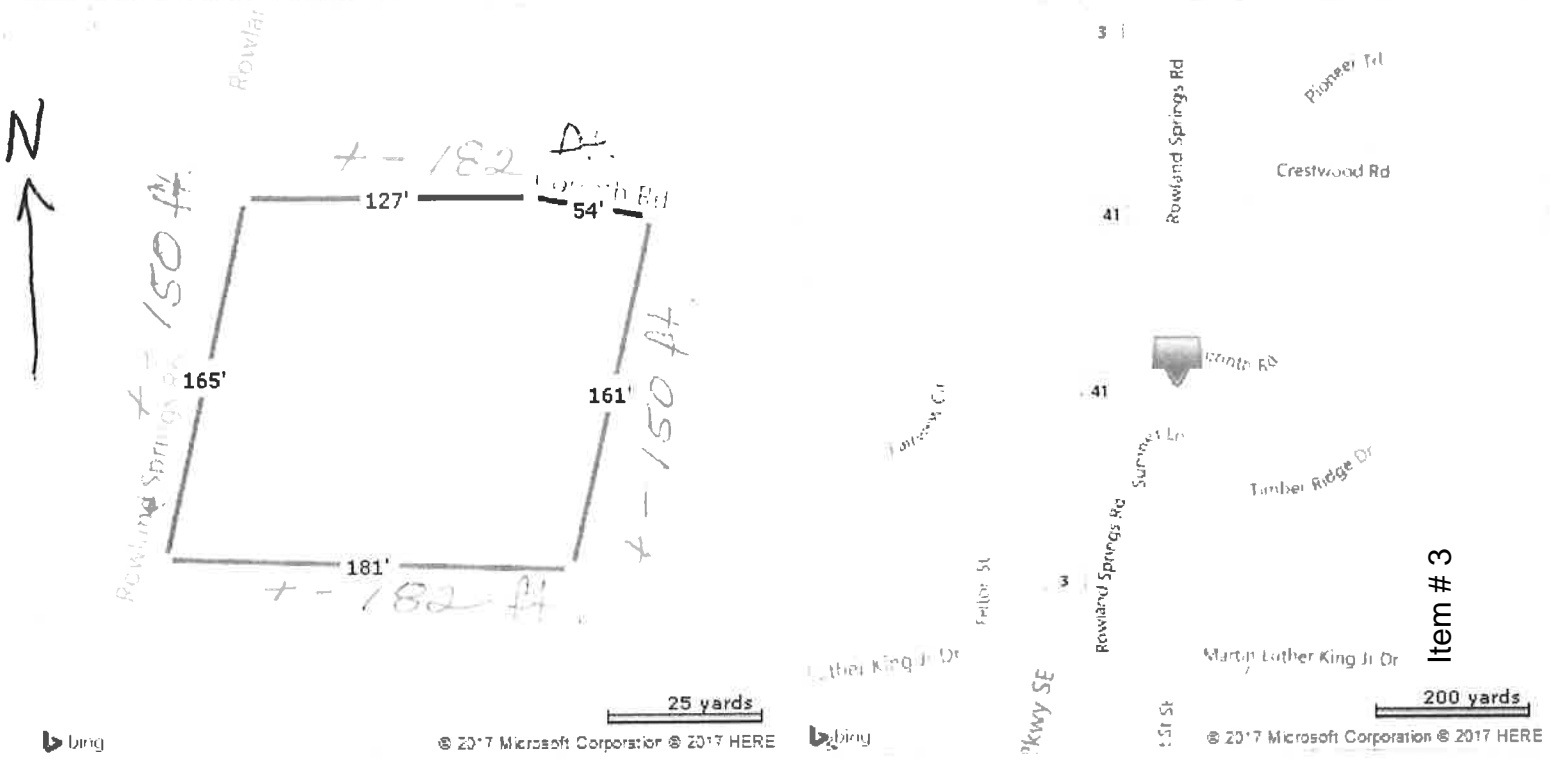


Notary Public
Affix Seal



Item # 3

Property Map



*Lot Dimensions are Estimated

See Exhibit A - Attached

539 Rowland Springs Rd, Cartersville, GA 30121-2930, Bartow County



3	1,722	30,030	\$60,000
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
1	1930	SFR	04/05/2017
Baths	Yr Built	Type	Sale Date

Owner Information

Owner Name:	Ghanayanjivan LLC	Tax Billing Zip:	30121
Tax Billing Address:	539 Rowland Springs Rd	Tax Billing Zip+4:	2930
Tax Billing City & State:	Cartersville, GA		

Location Information

Township:	County	Zoning:	R-3
Census Tract:	9607.00	Flood Zone Code:	X
Carrier Route:	C012	Flood Zone Panel:	13015C0266G
Neighborhood Code:	0004	Flood Zone Date:	09/28/2007

Item # 3

Tax Information

Tax ID:	0078E-0001-002	Lot No.:	2
Parcel ID:	0078E 0001 002	% Improved:	61%
Alt APN:	19628	Tax Area:	06
Block No.:	1	Tax Appraisal Area:	06
Legal Description:	LL 313-336 D 4 NOT IN CITY		

Assessment & Tax

Assessment Year	2016	2015	2014
Assessed Value - Total	\$10,320	\$10,320	\$13,760
Assessed Value - Land	\$4,000	\$4,000	\$4,000
Assessed Value - Improved	\$6,320	\$6,320	\$9,760
YOY Assessed Change (\$)	\$0	-\$3,440	
YOY Assessed Change (%)	0%	-25%	
Market Value - Total	\$25,800	\$25,800	\$34,400
Market Value - Land	\$10,000	\$10,000	\$10,000
Market Value - Improved	\$15,800	\$15,800	\$24,400

Tax Year	Total Tax	Change (\$)	Change (%)
2014	\$85		
2015	\$48	-\$37	-43.47%
2016	\$48	\$0	0%

Characteristics

Land Use - Universal:	SFR	Total Baths:	1
Land Use - County:	Single Family Resid	Full Baths:	1
Lot Acres:	0.6894	Fireplaces:	1
Lot Area:	30,030	Floor Cover:	Vinyl Sheet
Lot Frontage:	165	Heat Fuel Type:	Coal/Wood/Oil
Lot Depth:	182	Cooling Type:	Wall
# of Buildings:	1	Interior Wall:	Wall Board
Year Built:	1930	Exterior:	Sheathing/Wood
Effective Year Built:	1950	Roof Material:	Metal
Stories:	1	Porch:	Finished/Open Porch
Building Sq Ft:	1,722	Porch Type:	Finished/Open Porch

Gross Area: **1,722**
Ground Floor Area: **1,722**
Bedrooms: **3**

Porch 1 Area: **380**
Condition: **Below Average**

Features

Building Description	Building Size
Base	1,722
Prch Opn Fin	380

Estimated Value

RealAVM™ (1):	\$66,985	Confidence Score (2):	79
RealAVM™ Range:	\$58,947 - \$75,023	Forecast Standard Deviation (3):	12
Value As Of:	07/27/2017		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

Last Market Sale & Sales History

Recording Date:	04/06/2017	Price Per Square Feet:	\$34.84
Settle Date:	04/05/2017	Deed Book & Page:	2910-575
Sale Price:	\$60,000	Deed Type:	Warranty Deed

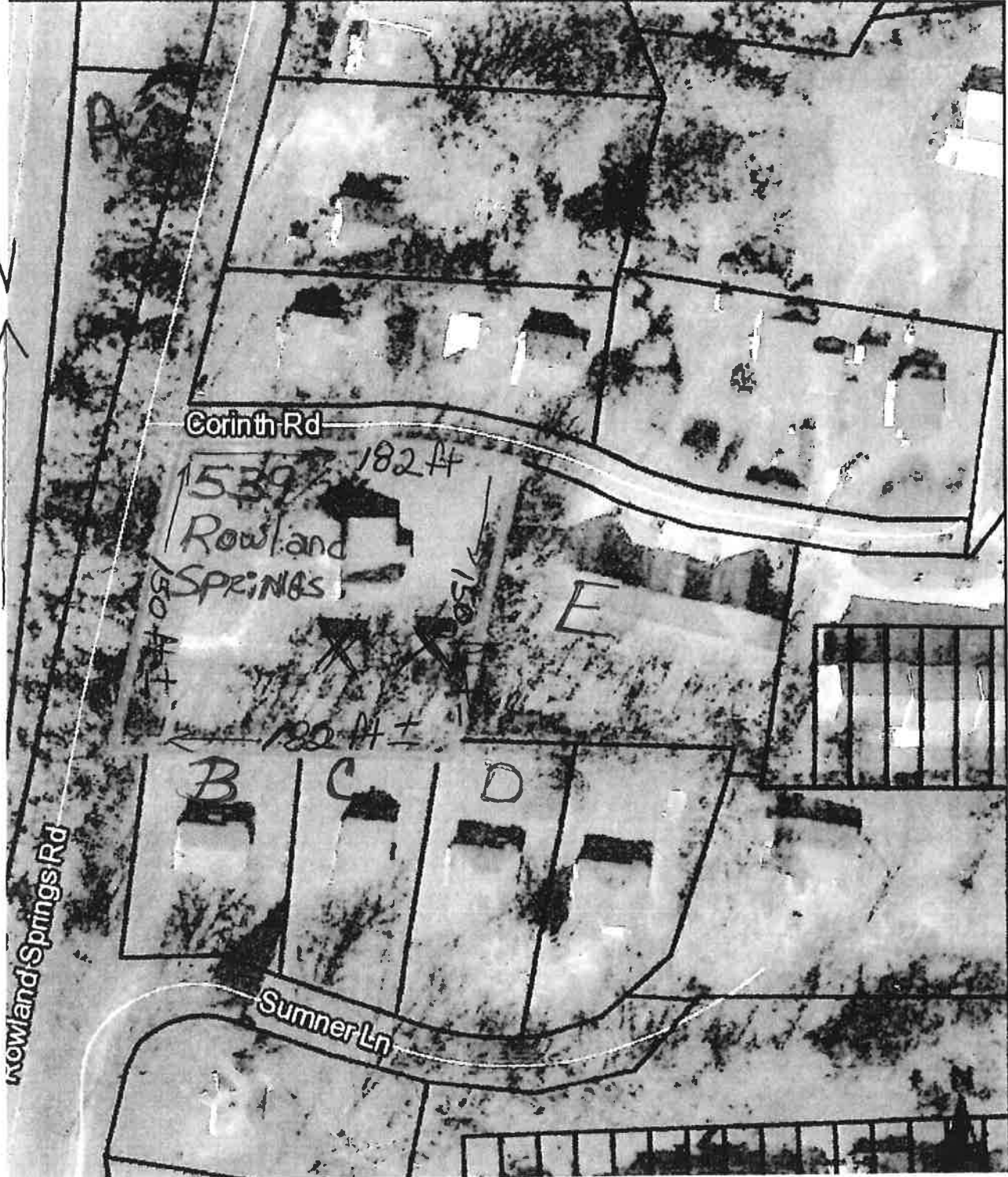
Recording Date	04/06/2017		
Sale/Settlement Date	04/05/2017	07/1975	
Sale Price	\$60,000		
Deed Book & Page	2910-575	259-259	
Document Type	Warranty Deed	Warranty Deed	
Buyer Name	Ghanayanjivan LLC	Kendricks Rachel S	
Seller Name	Peterson William R	Owner Record	

Item # 3

Mortgage History

Mortgage Date	11/14/2011
Mortgage Amount	\$46,864
Mortgage Lender	Swbc Mtg Corp
Mortgage Code	Fha
Mortgage Type	Refi

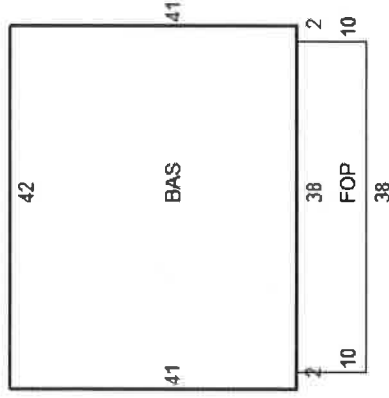
et™ Bartow County, GA



Item # 3

- A - WOMACK Two LLC
- B, C, D - TYDIFFY, LLC
- E - WOMACK Three. LLC

RESIDENTIAL IMPROVEMENT - 0078E-0001-002		
Impr Key	219084	Squarefoot
Class / Strat	R1	Bsmnt / Finish
Occupancy / Style	SingleFamily	Attic / Finish
Rooms	0	Basement Quality
Bedrooms	3	Attic Quality
Heated Area	1,722	Grade
Story Height	1 story	Year Built
Foundation	Continuous Ft	Eff Year Built
Exterior Wall	Wood Lap	Condition
Roofing	Corr Sht Mtl	RCN
Roof Shape	Gable	Phy Depr
Floor Construction	Wood Joist	Phy OVR
Floor Finish	Carpet	Func Obsol
Interior Wall	Wood	Econ Obsol
Interior Ceiling	Drywall	% Complete
Heat	Air-NoDuct/AC	Neigh Adj
Plumbing:Std Comp	1	CD
Plumbing: Extra Fix	0	FMV
Full Baths	1	MAV
Half Baths	0	OVR FMV
Sketch Legend		Other Features
Code	Type	Area
BAS	Base Floor	1722
FOP	Fin Open Porch	380
		CODE TYPE
		AREA
		BATH - FULL
		1 Story Fireplace



0078E-0001-002

2017 BARTOW COUNTY BOARD OF ASSESSORS

8/4/2017 9:54:39 AM
Acct # 19628
stanleyd

Owner Information		General Property Information										Values		
PETERSON WILLIAM R 40 WOODLAND BRIDGE DR ADAIRSVILLE, GA 30103		SITUS	539 ROWLAND SPRINGS RD										ALT-imp	38,307
		LEGAL	LL 313-336 D 4 NOT IN CITY											
		Tax District	Bartow County	GMD	3	Homestead	S0					ALT-Land	6,693	
		Total Acres	0.69	LL		No Covenant						ALT-T total	45,000	
		Zoning	LD	04		Acc/Des	0 - 1.000000					2016 : 25,800	2015 : 25,800	
		Unit		Return Value	0					2014 : 34,400	2013 : 41,600			
Size	.00		.00		.00		.00							4 - Douglas, Gilmer, N Bartow, Lee - 1.00

OUTBUILDINGS OF NO VALUE

SALES INFORMATION

Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
PETERSON WILLIAM R	KENDRICKS RACHEL SCOGGINS,	2016-05-24	2843 620	NULL NULL	45,000	R3	0 FM	
NULL	NULL	1975-07-01	259 259	NULL NULL		R1	0 X	
NULL	NULL	1900-01-01	165 32?			R1	0 X	

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj	Value
R3	7149 intown C-LT	Lot	1.00	182	0			10,000.00	10,000.00	1.00	10,000

- 2720.
Jan. 7-382-7877

AZ18-02. 539 Rowland Springs Rd. Images Taken 7-17-18.





City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM**

SU18-04: 280 Nelson Street, Suite 8. Petitioner: Calvary Chapel River Oaks.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The applicant wishes to use an empty suite on the western end of this commercial strip mall for a church located at 280 Nelson St. Suite 8. Parking and utilities are in place and available. Religious institutions are allowed in most zoning districts, including the G-C district, with a special use permit. Planning Commission recommends approval (5-0).
City Manager's Remarks:	The Planning Commission recommends your approval of this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU18-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Calvary Chapel River Oaks**
 Representative: **Grady Clark**
 Property Owner: **9600 EVS 80 Limited**
 Property Location: **280 Nelson St Suite 8 (aka. 232 Neslon St). C004-0003-022.**
 Access to the Property: **Nelson Street and Dixie Avenue**

Site Characteristics:

Tract Size: Acres: **14.49 acres** District: **4th** Section: **3rd** LL(S): **384, 385, 408,409**
 Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **G-C (General Commercial)**
 Proposed Zoning: **NA**
 Proposed Use: **Religious Institution (Church)**
 Current Zoning of Adjacent Property:
 North: **G-C (General Commercial)**
 South: **O-C (Office Commercial)**
 East: **G-C (General Commercial)**
 West: **M-U (Multiple Use)**

The Future Development Map designates the subject property as: **Parkway Corridor.**

The Future Land Use map designates the subject property as: **Commercial.**

SU18-04

2. City Department Comments:**Electric:****Fibercomm:****Fire:****Gas:****Public Works:****Water and Sewer:****3. Public Comments:**

None.

4. Special Use Review

The applicant wishes to use an empty suite on the western end of this commercial strip mall. Parking and utilities are in place and available. Religious Institutions are allowed in most zoning districts, including the G-C district, with a special use permit.

There are three special use permit criteria applicable to religious institutions per Sec. 16.4.12. (See below). All three criteria are non-applicable to this application as they apply to religious institutions in residential districts or abutting residential districts or uses. Only office and commercial districts or land uses abut this commercial lot.

Per the building plans, the occupancy load is listed as 135 people max. and the largest assembly hall (Chapel) is approx.. 1800sf. providing seating for 81. The building suite area is shown as 3,653sf. Based on the parking space formulas in Sec. 17.6.2 for religious institutions, 1 parking space per 4 fixed seats or 1 space per 50sf of moveable seats in the largest assembly area is required. Therefore, required parking ranges between 21 and 36 spaces. Adequate parking is provided by the existing parking lot.

SU18-04

5. Zoning Ordinance Findings

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

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 1. The effect of the proposed activity on traffic flow along adjoining streets;
 2. The availability, number and location of off-street parking;

Item # 4

SU18-04

3. Protective screening;
 4. Hours and manner of operation of the proposed use;
 5. Outdoor lighting;
 6. Ingress and egress to the property; and
 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

C. ARTICLE XVII. - OFF-STREET PARKING AND SERVICE REQUIREMENTS

Sec. 17.6 Number of Parking Spaces

17.6.2 Auditorium, stadium, assembly hall, gymnasium, theater, community recreation center, religious institution. One (1) space per four (4) fixed seats in largest assembly room or area, or one (1) space for each fifty (50) square feet of floor area available for the accommodation of movable seats in the largest assembly room.

6. How General Standards Are Met:

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met: No Change expected.

Standard #2: The availability, location, and number of off-street parking.

How Standard #2 has / will be met: Parking provided with commercial lot. Sufficient spaces available.

Standard #3: Protective screening.

How Standard #3 has / will be met: Not required. Not adjacent to or located in a residential district or use.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Will operate within generally expected hours of operation for the commercial development.

SU18-04

Standard #5: Outdoor lighting**How Standard #5 has / will be met: No Change expected.****Standard #6: Ingress and egress to the property.****How Standard #6 has / will be met: Via Dixie Avenue and Nelson Street.****Standard #7: Compatibility with surrounding land use.****How Standard #7 has / will be met: Adjacent land uses are office and commercial. A religious institution may be compatible with these uses.****7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:****Sec. 16.4.12 Religious Institutions**

A. *Allowable districts:* AG, R-20, R-15, R-10, R-7, R-D, RA-12, P-S, M-U, N-C, DBD, O-C, G-C, L-I.

B. *Standards:*

1. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines adjoining a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
2. A cemetery use in conjunction with a religious institution in a residential district shall not be allowed.
3. Noise levels in decibels measured at the property line adjacent to single-family residential uses shall not exceed seventy (70) decibels. Noise levels are measured as constant, consistent sounds and not intermittent noise. All measurements shall be taken at property lines. It is the intent of this section to regulate noise in a manner to prohibit it from exceeding levels of sound that could become a nuisance to adjacent property under Georgia law.

8. Staff Recommendation:

Staff recommends approval.

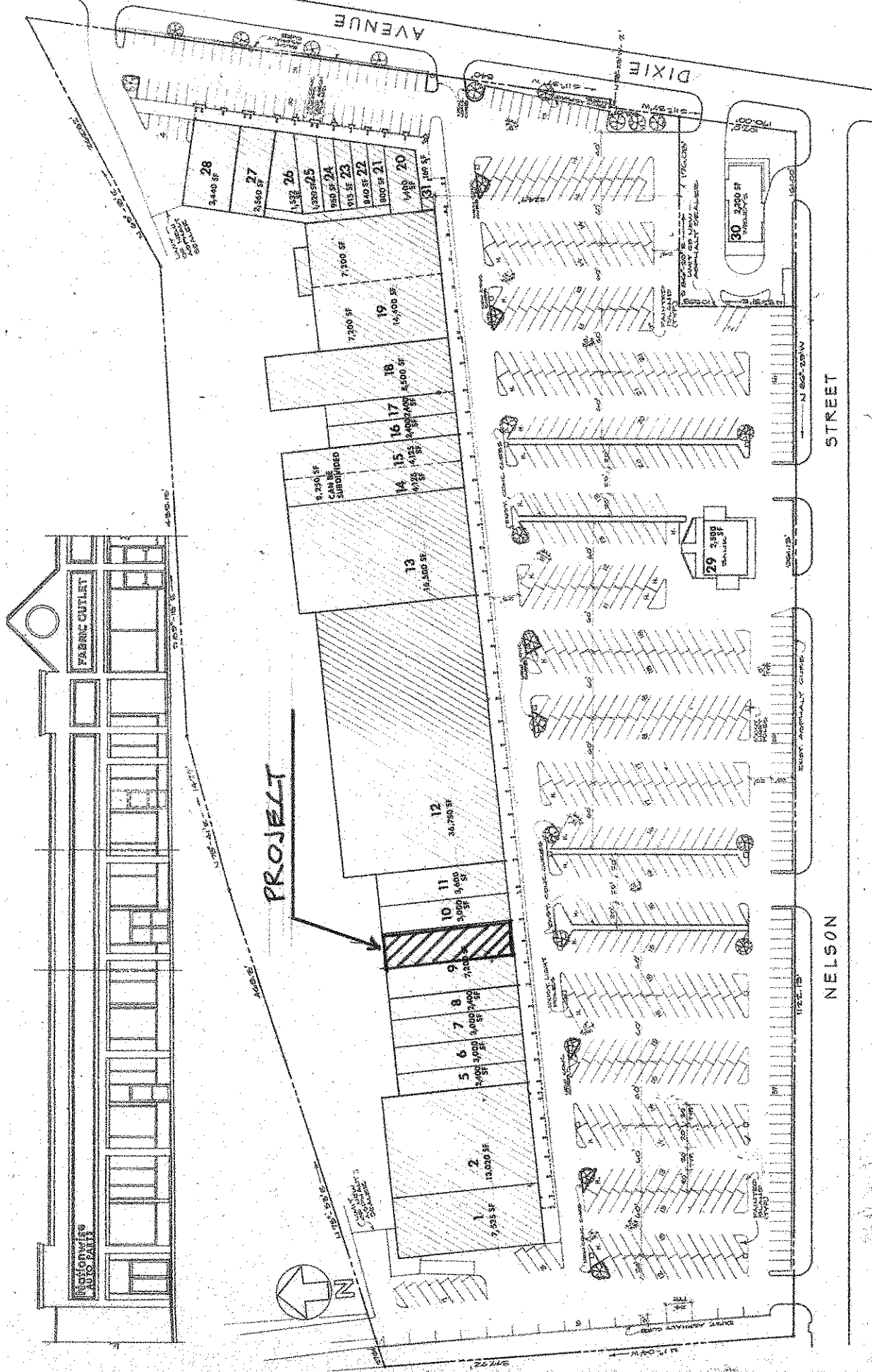
9. Planning Commission Recommendation:

Calvary Chapel River Oaks

Tenant Fit-out

Cartersville Plaza

232 Nelson Street
Cartersville, GA 30120
Tom Wouters 817-422-8385



LOCATION KEY MAP
N.T.S.

CODE NOTES AND REQUIREMENTS

- These plans and specifications have been prepared per applicable codes to allow for competitive bidding. They will be used to obtain the building permit. Contractor shall be responsible for obtaining permit and coordinating requirements for construction. (City of Cartersville)
- All construction either outlined or implied in these documents shall meet all applicable city, county and state code requirements as outlined above. Coordinate with authorities having jurisdiction. (City of Cartersville)
- Prior to commencing construction, the General Contractor shall bring to the attention of the architect / owner's representative (in writing) any plan or dimension discrepancies that cannot be field corrected. Attachment number 1, Page 6 of 14
- Prior to commencing construction the general contractor shall establish the size and location of all existing utilities in the area of construction work and protect them from damage during construction. All job site conditions shall be verified prior to commencing construction.
- Sub-contractors including mechanical, plumbing and electrical may be responsible for securing permits for their work and trades, utility hook-ups, and for providing any additional drawings the building department may require.
- Temporary electric and sanitary facilities shall be furnished on site by the General Contractor.
- All insurance coverage shall be provided by the contractor covering workmen's compensation and employer's liability.
- Where these drawings and specifications indicate trade or manufacturers names, the contractor may substitute a product of equal or better quality if the owner so agrees (in writing).
- No weather vulnerable materials shall be stored on site unless in a shed or dried-in building.
- All trash and debris created by the contractor and his sub-contractors shall be removed from the site in an ongoing manner, with all such trash and debris being removed from the site upon completion of the work.
- Acceptable work: all work outlined shall be performed by skilled craftsmen in the trade and the work shall be of quality that is acceptable by industry standards and satisfactory to the owner. This design firm (architects and engineers) will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with this project and will not be responsible for contractors failure to carry out the work on this project in accordance with these construction documents or industry standards. This firm will not be responsible for or have control or charge over the acts or omissions of the contractor, subcontractors, or any of their agents or employees or any other person performing any of the work on this project.
- All door latch sets or locksets shall have lever function hardware.
- An area shall be dedicated as an electrical space and shall meet or exceed requirements outlined in NEC 584. See floor plan for location.
- The design for the layout of this building is in accordance with the ADA requirements for circulation, etc.
- All product installation components shall be manufactured by a single source supplier and installed per vendor recommendations.
- The floor on both sides of a door shall be level and shall have the same elevation on both sides of the door for a distance on each side at least equal to the width of the widest single door.

FIRE PROTECTION NOTES

These drawings were reviewed under the applicable Codes, Standards, and Ordinances adopted by the state of Georgia and the City of Cartersville. Every effort was made to assure the design complies with these documents. Changes may be required as part of the field inspections by the Fire Marshal's office. Neither of these actions relieves the owner of the responsibility to comply with the Codes, Standards, and Ordinances as follows:

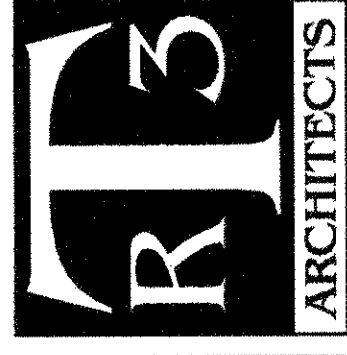
- Construction Type is Type II-B.
- Construction Classification (Fire Safety Commissioner Chapter, 120-3-3) non - sprinklered
- Occupancy Classification is Assembly
- Occupant Load is 135.
- Construction Classification, Building Area, Building Height, Number of Floors, and/or Square Footage complies with the IBC Table 503.
- Fire Resistive Rating and Separation shall comply with IBC Table 601 and/or Table 602.
- Number of exits, arrangement of the exists, exit component width, common path of travel distance, travel distance, door swing, shall be in compliance with the LSC Occupancy Chapter and LSC Chapter 7.
- Means of Egress Lighting shall be provided and arranged to provide a minimum candlepower of 1-ft. candle in accordance with LSC 7-8.
- Emergency Egress Lighting shall be provided and arranged to provide a minimum candlepower of 1-ft. candle in accordance with LSC 7-9.
- Exit signage shall be provided in accordance with LSC 7-10. Exit signs are shown located over exit door and leading to exit door.
- Interior finishes shall be in compliance with LSC Chapter 10.
- The flame spread rating for the interior finishes and furnishings in the occupancy. Walls and ceilings are generally categorized as having a Class A or B rating. Floors are classified as being I or II. Interior furnishings including draperies should be commercial grade with U.L.L. listed ratings.
- Accessibility. The drawings provide for the required clear unobstructed space.
- Portable fire extinguishers are shown on the drawing(s). NOTE: "Portable fire extinguishers will be provided per NFPA Standard No. 10. The location and arrangement of the extinguishers will be determined by an inspector of the Fire Marshal's Office prior to final inspection"
- Provide Suite number on or near the exterior door. Number must be a minimum of 4-inch in height and have a minimum stroke width of 1/2 inch. The numbers must be in contrasting color to the building materials.

Applicable Codes w/ current GA Amendments:
International Building Code, 2012 Edition, with Georgia Amendments (2014)(2015)(2017)(2018)
International Fire Code, 2012 Edition, with Georgia Amendments (2014)
International Plumbing Code, 2012 Edition, with Georgia Amendments (2014)(2015)
International Mechanical Code, 2012 Edition, with Georgia Amendments (2014)(2015)
International Fuel Gas Code, 2012 Edition, with Georgia Amendments (2014, 2015)
National Electrical Code, 2017 Edition, with no Georgia Amendments
International Energy Conservation Code, 2009 Edition,
with Georgia Supplements and Amendments (2011, 2012)
Life Safety Code, NFPA 101, 2012 Edition with Georgia Amendments (2014)
ADA Standards for Accessible Design, 2010
with Georgia Accessibility Code 120-3-20 amendments

Code Data:	II-B
Construction Type:	Non-Sprinklered
Construction Classification:	Assembly
Occupancy Classification:	135
Occupancy Load:	81
Chapel seating	19
Stage	1/15sf
Prayer /Office	1/100sf
Class Rms.	462 sf
Break	1/20 sf
	144 sf
Area of Renovation:	1/15 sf
	3,653 s.f.

DRAWING LIST:

CS - Cover Sheet
A1 - Floor Plan



RT3 Architects
Architecture ♦ Design ♦ Planning
360 E. Marietta Street, Canton GA
770-720-4669



Calvary Chapel River Oaks
Tenant Fit-out
232 Nelson Street
Cartersville, GA 30120
Tom Wouters 817-422-8385

Revisions

SHEET NO.: 1 of 2
CS
DATE: 7-26-16
Scale as Noted

with Georgia Supplements and Amendments (2011, 2012)
 Life Safety Code, NFPA 101, 2012 Edition with Georgia Amendments (2014)
 ADA Standards for Accessible Design, 2010
 with Georgia Accessibility Code 120-3-20 amendments

Code Data:

Construction Type: II-B
 Construction Classification: Non-Sprinklered
 Occupancy Classification: Assembly
 Occupancy Load: 135
 Chapel seating 81
 Stage 19
 Prayer /Office 1
 Class Rms. 23
 Break 10

Area of Renovation: 3,653 s.f.

DRAWING LIST:

CS - Cover Sheet
 AI- Floor Plan

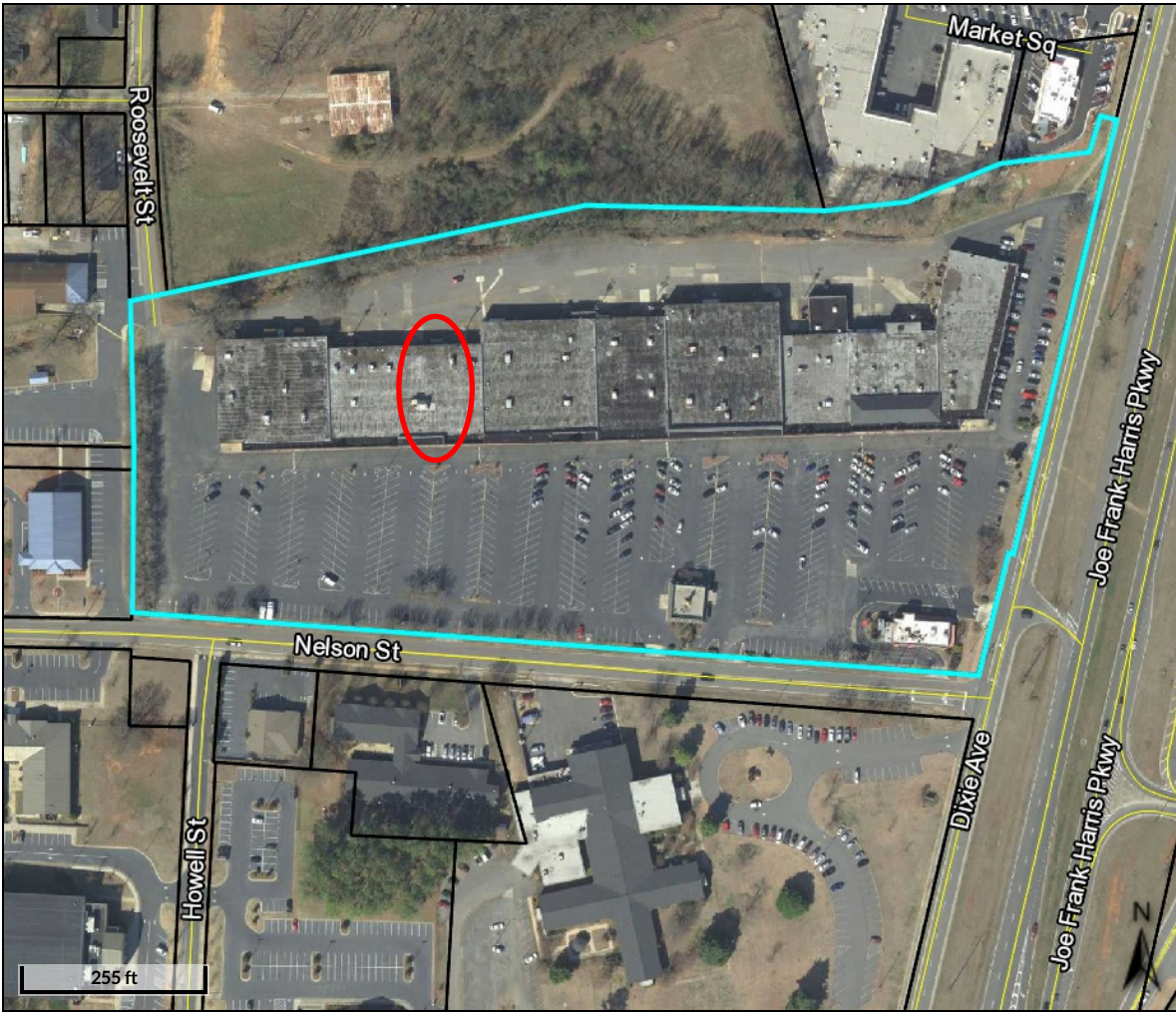
Calvary Chapel River Oaks
 Tenant Fit-out
 232 Nelson Street
 Cartersville, GA 30120
 Tom Wouters 817-422-8385

Revisions

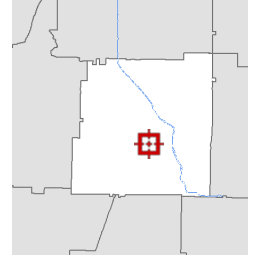
SHEET NO. 1 of 2



DATE: 7-26-18
 Scale as Noted



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	C004-0003-022	Alternate ID	32637	Owner Address	9600 EUS80 LTD
Sec/Twp/Rng	n/a	Class	Commercial		4311 WEST LOVERS LANE
Property Address	280 NELSON ST	Acreage	14.14		DALLAS TX 75209
	Cartersville				
District	Cartersville				
Brief Tax Description	LL384 LD4 CARTERSVILLE PLAZA				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 6/25/2018
 Last Data Uploaded: 6/22/2018 9:50:03 PM

Developed by   

Application for Special Use
City of Cartersville

Case Number: 5118-04
Date Received: 6/21/18

Public Hearing Dates:

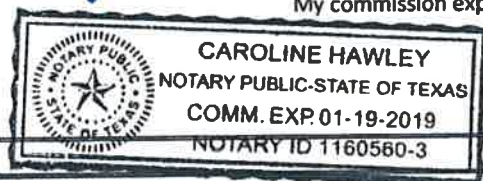
Planning Commission 8/7/18 5:30pm 1st City Council 8/16/18 7:00pm 2nd City Council 9/6/18 7:00pm

Applicant Cavalry Chapel River Oaks Office Phone 770-272-6005
(printed name)
 Address 22 Star Dust Trail SE Mobile/ Other Phone 770.655.0655
 City Cartersville State GA Zip 30120 Email grady@andprinting.com
office @ Cavalry chapel river oaks .org
 Representative's printed name (if other than applicant) GRADY CLARK Phone (Rep) _____
 Email (Rep) _____
 Representative Signature Grady Clark
 Signed, sealed and delivered in presence of: _____ My commission expires: 12-19
Samantha Dancy
 Notary Public



Item # 4

* Titleholder 9600 EVS 80, LTD. Phone 404.662.2522
(titleholder's printed name)
 Address 431 W. LOVERS LAKE, SUITE 100, DALLAS, TX, 75209 Email _____
 Signature Thana DSC, manager twouters@murchisoncommercial.com
 Signed, sealed, delivered in presence of: _____ My commission expires: 11/9/19
Caroline Hawley
 Notary Public

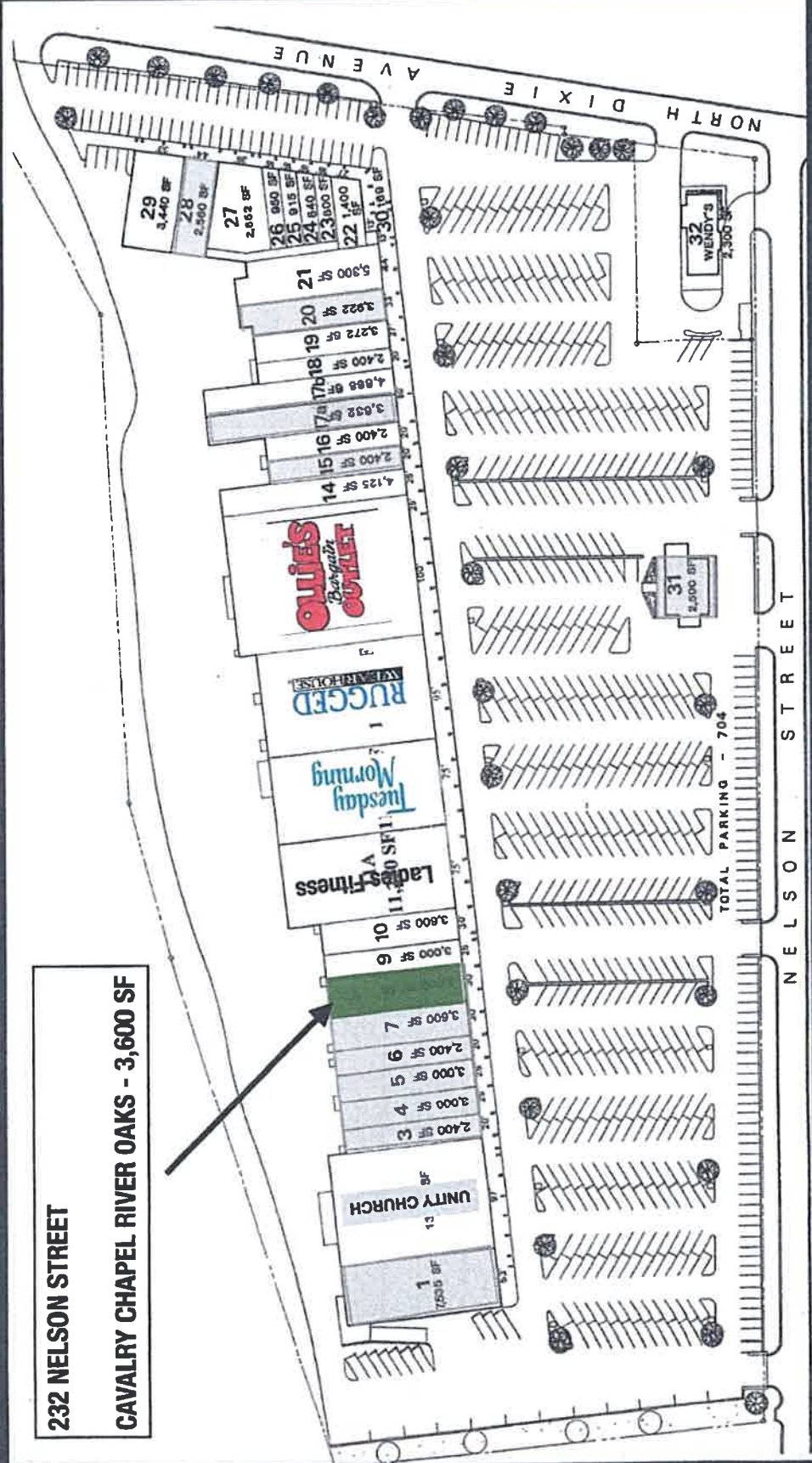


Present Zoning District GC
 Acreage 14.49 Land Lot(s) 384/385/408/409 District(s) 4th Section(s) 3rd
 Location of Property: 232 Nelson Street, Cartersville, GA - see map
280 Nelson St Ste. 8
 Reason for Special Use Request: to Allow a church/ministry to occupy 232 Nelson Street, Cartersville.
(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

CO04-0003-022

PROPERTY OVERVIEW - CARTERSVILLE PLAZA



MAP	TENANT NAME	SIZE (SF)	MAP	TENANT NAME	SIZE (SF)	MAP	TENANT NAME	SIZE (SF)
1	AVAILABLE - 206	7,535	17A	AVAILABLE - 280	3,632	24	MAILS - 232	840
2	UNITY CHURCH - 214	13,020	17B	GLITZY/CHICKS - 282	4,868	25	ROBERSON - 234	915
3	MATRESS STORE - 220	2,400	18	TANNING SALON - 286	2,400	26	DRUG COMPANY - 235	950
4	CLOTHING BOUTIQUE - 222	3,000	19	BEAUTY SALON - 290	3,272	27	AVAILABLE - 240	2,852
5	AVAILABLE - 224	3,000	20	AVAILABLE - 292	3,922	28	AVAILABLE - 242	2,500
6	AVAILABLE - 226	2,400	21	DIPRIMA SHOES - 294	5,300	29	JOHNNY'S PIZZA - 241	3,440
7	AVAILABLE - 228	3,000	22	SUBWAY - 298	1,400	30	REPAIRS - 296	169
8	AVAILABLE - 232	3,600	23	RUBY & ASSOC - 299	4,800	31	AVAILABLE - PAD	2,500
						32	WENDY'S PAD	2,300

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 6/21/18

Date Two Years Prior to Application: 6/21/16

Date Five Years Prior to Application: 6/21/13

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	_____ ✓
Council Member:		
Ward 1- Kari Hodge	_____	_____ ✓
Ward 2- Jayce Stepp	_____	_____ ✓
Ward 3- Cary Roth	_____	_____ ✓
Ward 4- Calvin Cooley	_____	_____ ✓
Ward 5- Gary Fox	_____	_____ ✓
Ward 6- Taff Wren	_____	_____ ✓
Planning Commission		
Greg Culverhouse	_____	_____ ✓
Harrison Dean	_____	_____ ✓
Lamar Pendley	_____	_____ ✓
Lamar Pinson	_____	_____ ✓
Travis Popham	_____	_____ ✓
Jeffery Ross	_____	_____ ✓
Stephen Smith	_____	_____ ✓

Item # 4

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

Grady A Clark
Signature _____ Date _____

Grady A Clark 6/21/18
Print Name _____

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. *The effect of the proposed activity on traffic flow along adjoining streets;*
2. *The availability, number and location of off-street parking;*
3. *Protective screening;*
4. *Hours and manner of operation of the proposed use;*
5. *Outdoor lighting;*
6. *Ingress and egress to the property; and*
7. *Compatibility with surrounding land use.*

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for:

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

_____ *No change expected* _____

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

_____ *No change expected* _____

Standard #3: Protective screening.

How Standard #3 has / will be met:

_____ *No change expected* _____

Item # 4

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met:

NO change expected

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

NO change expected

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

NO change expected

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

NO change expected

Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Signed,

Brad A Clark

Applicant or Representative

6/21/18

Date

CARTERSVILLE NEWSPAPERS

- The Daily Tribune
- The Herald-Tribune
- The North Bartow News

Item # 4

SU18-04. 280 Neslon St. Suite 8. Taken 7-17-18.





City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Downtown Photo Fence Art Exhibit**

SubCategory:	Other
Department Name:	Downtown Development Authority
Department Summary Recommendation:	This is a citizen driven art exhibit being put on in partnership with photographers from the Booth Photography Guild. The theme of the first exhibit is "Happiness" and the photos will be chosen by a jury from the submissions entered. The chosen photos will be printed on an outdoor safe medium, framed, and hung on the railroad fence along Founders Oak parking lot for three months. The intention is to rotate the exhibit with a new theme every three months (with a month between exhibits for set-up) and to run the program through the end of 2019.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

TIMELINE PHOTO FENCE PROJECT
Public Arts Program

August 15	Creation of web-based Entry Form for submissions
August 17	Distribute the Project's Scope, Call for Entries and link to Entry Form to media and social media outlets, photography club members, schools
Sept 17	Deadline to submit digital entries via Entry Form
Sept 21-23	Jurors meet to select 25 images
Sept 23	Email sent to selected entrants requesting full-size digital image files
Sept 26	Deadline for receipt of full-size digital image files
Sept 28	Selected digital files sent to print company
Sept 28-30	Rejection letters emailed to entrants not selected
Oct 10	Pick up final printed images from printer
Oct 12	Installation of outdoor exhibit at Founders Plaza
(Oct 20	Bluegrass Festival)
Dec 2019	Time frame for tallying votes for People's Choice Award. Send announcement to winning photographer.
Jan 14	Remove installation

8-9-18

“THE PHOTO FENCE”

SCOPE

To support the public arts in Cartersville and Bartow County, the DDA proposes a new art display in downtown Cartersville called “The Photo Fence,” which is modeled after similar successful projects in other cities.

WHAT: **The Photo Fence** will be a juried display of 25 large photographs that will be printed and installed as an outdoor exhibit along the fence beside Founders Oak in Downtown Cartersville, on the west side of the Public Square. We hope that this will become a recurring outdoor gallery exhibit, each time around a particular theme.

The theme for the first exhibit, running from October 2018-January 2019, will be “Joy and Happiness.” We invite submissions of images that depict the concept of joy/happiness—images that will bring a smile to the viewers. Although not limited to professional photographers, images should be of high resolution, already edited and ready to be printed. The organizers will have the images printed at no cost to the photographers.

During late November a People’s Choice Award will be announced and a certificate and ribbon given to the photographer. Votes will be tallied via the DDA website.

GOALS: The purpose of this public arts photography project is

- To continue to establish Cartersville and Bartow County as a hub for the arts within the region, and to engage and support the art of photography by showcasing selected regional works in an outdoor gallery
- To familiarize citizens of our community with photography as an art medium and to inspire them to pursue an interest in photography as both viewers and creators
- To draw visitors to downtown Cartersville to experience the scope of our public arts within the context of our Historic Downtown District

WHERE: Along the west side of the aluminum fence north of Cherokee Street in the Founders Oak Parking Lot. The individual images will face the fountain (not the railroad side)

WHEN: The installation will continue for three months from October 12, 2018 to January 14, 2019. During October/November, which are deemed Photography Months by the general photography community, the “Atlanta Celebrates Photography” (ACP) organization promotes numerous events, exhibits, and lectures throughout Atlanta and environs. The ACP lists the Booth Museum’s Photography Guild as a destination (for the BPG’s Annual Exhibition, as well as for Speaker events) so the proposed exhibit will coincide nicely with the event and serve as a magnet to Downtown Cartersville. **The Photo Fence** in Cartersville will be featured in ACP’s web-based brochure, which will direct visitors to our area.

SPECS: The 25 jury-selected photographs will be professionally printed using a durable, outdoor-proof product, at no cost to the photographers, and will be installed on 17 panels of the fence. Eight fence panels will each hold two vertical images (for a total of sixteen 30” x 24” vertical images), while nine panels will each hold one larger 30”x 60” horizontal image, making a total of 25 images.

SOLICITATION OF PHOTOS: An announcement will be placed in the *Daily Tribune*, and the *Call for Entries (see attached)* will be emailed to educational institutions well as members of the Booth Photography Guild and other photography groups in our region. In addition, social media announcements with information about how to submit will be circulated through the DDA and other local social media channels.

FUNDING AND COSTS: Based upon quotes for materials, printing and installation, the total project cost will not exceed \$2,000. Private funding will be coordinated between the DDA and local sculptor and businessman Barry Henderson. The DDA will provide promotional and administrative assistance.

COORDINATION: Project Coordinator is Lynn Henderson of Cartersville, President and founding member of the Booth Photography Guild (BPG). Lynn has chaired and juried previous photography exhibitions for the BPG and other organizations. Also involved with the project is Dr. Pam Wilson, a professor of Communication & Media Studies at Reinhardt University who is a Cartersville-based photographer, writer, DDA board member, and member of the BPG.

8/8/18

“THE PHOTO FENCE” PUBLIC ART PROJECT

Sponsored by the CARTERSVILLE DDA

Call for Entries

We invite photographers to submit digital images for a juried photography exhibit. The exhibit will be installed on the west side of the black fence at Founders Oak Plaza in downtown Cartersville from October 12, 2018 until January 14, 2019.

- **Theme:** Photographic images that depict “happiness and joy” and that will bring a smile to the viewer.
- Each image must be tasteful and suitable for public and family viewing and should not contain obscene, provocative, violent, defamatory, sexually explicit or otherwise objectionable or inappropriate content.
- No entry fee or printing cost to the entrant. The project organizers will handle all printing arrangements and costs.
- Each entrant will submit two different sizes of images: a **reduced digital image** (in JPEG format, max of 6MP file size saved at 300 ppi resolution) for review purposes, and the **full-sized digital image** (see below) to be printed if their image is selected.
- The jury will select 25 images to fit along the fence as follows: fence spaces will hold 16 **vertical images (30” x 24”)** and 9 **horizontal images (30” x 60”)**. Submissions must conform to one of these orientations and dimension ratios and be of high enough resolution to print clearly at these sizes (see below).
- Each photographer’s name and image title will be printed on the printed image in a space below each photograph.
- A “People’s Choice” award will be announced in early December. A ribbon and certificate will be presented to the photographer along with a notation on the image.

Specifications for images:

1. **DIMENSIONS AND ORIENTATION:** Submissions should conform to one of these orientations and dimension ratios: 30” x 24”vertical *OR* 30” x 60” horizontal. Slight variances are allowed in dimensions.
2. **RESOLUTION OF FULL SIZE IMAGE FOR PRINTING:** The minimum pixel sizes required to be able to print a high quality print at these sizes is: (a) 1650p x 3300p for 30 x 60 horizontal, at 300ppi or (b) 1920p x 1536p for 30 x 24 vertical at 300ppi.
NOTE: A self-test for verifying that you have adequate resolution for printing is to, for example, size your 30x60 image down to 15x30 and enlarge it by 200% on your monitor. The image you see on the monitor is exactly the level of clarity and sharpness that will appear when printed.
3. **EDITING:** Photo-editing software manipulation of the image is allowed
4. **COLOR:** Color, black & white, or sepia are acceptable

Guidelines:

1. By submitting an entry to The Photo Fence, the entrant acknowledges that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.
2. The images printed to be in the exhibit will not be returned to the entrants; they will become the property of the Cartersville DDA. They may be subsequently auctioned or sold individually to benefit The Photo Fence project and other public arts programs. The photographer maintains the copyright of the digital image.
3. Submission of an entry is acknowledgement of the terms and conditions.
4. Incomplete entries or those that do not conform to the guidelines and specifications will not be considered.

Submission Process for “The Photo Fence”:

- **Before the deadline of September 17**, please go to www.downtowncartersville.org to complete an online **Entry Form**. This form will also allow you to submit a review-sized JPEG file of your image. This file should be in JPEG format, max of 6MP file size saved at 300 ppi resolution.
- To prepare your review file, please include your name and title of image as part of the file name, separated by a hyphen (eg: DoeJane-FatCat)
- Each person may submit up to four (4) entries. Please follow directions on the Entry Form.
- The Entry Form will request from you the dimensions of your full-sized file, which should be ready to print (note that no adjustments may be made to this file after you have submitted the review image for jurying). Please note that you must be able to send this file to us (by zip file, WeTransfer, Dropbox, Google or One Drive) **within 48 hours** of the time we request it after our jury has selected the finalists. Entrants who do not submit the full-sized file within 48 hours or by September 26 will forfeit their space in the exhibit.
- Entrants will receive a return receipt of their email submissions. It is up to each entrant to follow up with the Project Coordinator at **thephotofence@gmail.com** if they do not receive a receipt.
- Notifications of final acceptance will be emailed to each accepted entrant on or about **September 23-24**. **If accepted, full-sized digital image files will need to be submitted by September 26 so that we may deliver them to the printer.**

8-8-18



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Main Street MOU with DCA**

SubCategory:	Contracts/Agreements
Department Name:	Downtown Development Authority
Department Summary Recommendation:	This is our annual agreement with the Department of Community Affairs for the use, maintenance and accreditation of our Main Street Program affiliation. Staff recommends approval.
City Manager's Remarks:	This is part of our annual accreditation with DCA for our Main Street Program. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



**National Main Street
Center**
a subsidiary of the
National Trust for Historic Preservation

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2018 -2019 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of Cartersville, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2018. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan must be on file and updated with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting annually.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 8 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. A copy of each Board Member's Main Street 101 certification must be uploaded to the Standard 5 file in your program's shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in annual manager's survey provided by DCA.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. It is recommended that one representative from the local program attend a Regional Managers meeting in 2018.
 - B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-

DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- D. Respond to requests by DCA in a timely manner.
3. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community.
5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - B. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2019.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.

4. If at any point during the 2018/19 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

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GEORGIA CLASSIC MAIN STREET PROGRAM

MEMORANDUM OF UNDERSTANDING: 2018-19 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): _____

Mayor/Chief Elected Official's Signature

Date

Printed Name

Date Term Expires

MAIN STREET BOARD OF DIRECTORS

Maureen Kirkland

President/Board Chairperson's Signature

8/9/18

Date

Maureen Kirkland

Printed Name

2/2022

Date Term Expires

DOWNTOWN MANAGER

Lillie Read

Manager's Signature

8/9/18

Date

Lillie Read

Printed Name

6/15/15

Date Hired

Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

Jessica Reynolds

Director's Signature

April 3, 2018

Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sub-license Agreement (“Sub-license Agreement”) is entered into between the Office of Downtown Development (“**Coordinating Program**”) and the **Cartersville Downtown Development Authority** (“**Sublicensee**”), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. (“NMSC”) operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the State Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC’s parent entity, the National Trust for Historic Preservation (“National Trust”), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the “Trademarks.”

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee’s use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the

National Main Street Center Local Program Accredited Member Sublicensing Agreement

benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or

National Main Street Center Local Program Accredited Member Sublicensing Agreement

stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2018, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between State Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the State Program. If the State Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the State Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the State Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: The Office of Downtown Development
Address: Georgia Department of Community Affairs,
 c/o Office of Downtown Development
 60 Executive Park South, NE
 Atlanta, GA 30329
Phone: 404-679-4859
Email: jessica.reynolds@dca.ga.gov

To Sublicensee:

Name: Lillie Read
Address: 1 Friendship Plaza
 Cartersville, GA 30120
Phone: 770-607-3576
Email: lread@downtowncartersville.org

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

By: Jessica Reynolds, Director, Office of
 Downtown Development
 Name, Title

Sublicensee

By: Lillie Read, Director, Cartersville
 Downtown Development Authority
 Name, Title

Date: 6/1/2018



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
King & Spalding Engagement Letter**

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	On August 2, 2018, Council approved a Memorandum of Agreement between the City and Atlanta Regional Commission (ARC) to include the City in a working group created by order of the Court in Civil Action No. 1:14-cv-3593-RWS (N.D. Ga). King and Spalding, LLP serves as legal counsel for the group and requires execution of the attached engagement letter. The letter has been reviewed by legal and I recommend it for your approval.
City Manager's Remarks:	This is related to our participation in the working group with the Atlanta Regional Commission to help us potentially receive additional water supply from Allatoona. Your approval of this item is recommended.
Financial/Budget Certification:	The agreement has no financial impact.
Legal:	
Associated Information:	

KING & SPALDING

King & Spalding LLP
 1180 Peachtree Street N.E.
 Atlanta, GA 30309-3521
 Tel: +1 404 572 4600
 Fax: +1 404 572 5100
 www.kslaw.com

Lewis B. Jones
 Partner
 Direct Dial: +1 404 572 2742
 lbjones@kslaw.com

August 8, 2018

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

**PRIVILEGED AND CONFIDENTIAL:
 SUBJECT TO ATTORNEY-CLIENT
 PRIVILEGE AND ATTORNEY WORK
 PRODUCT DOCTRINE**

Re: Representation of Cartersville in Water Wars Litigation

Dear Mayor Santini:

As you know, King & Spalding (the “firm”) has represented water supply providers in the metro-Atlanta region for many years in connection with water supply from the Chattahoochee River, Lake Lanier, and Allatoona Lake. This is a group representation as provided in the Technical Service Agreement between the local governments and the Atlanta Regional Commission (“ARC”), but we also have an attorney-client relationship with each entity in the group. We value our relationship with the local governments we represent very highly, and we appreciate the City of Cartersville’s decision to participate in the work of this group, which is critical to our region and to the State as a whole.

The purpose of this letter is to establish the terms of our relationship and to ensure the necessary waivers are in place. If you have questions about these provisions, or would like to discuss possible modifications, please call me. If Cartersville is in agreement, please return a countersigned copy of this letter to me.

1. *Client; Scope of Representation.* The firm’s client in this matter is the City of Cartersville (“Cartersville”). The firm has been engaged to represent Cartersville in a joint representation with ARC and the other water supply providers participating in the Technical Assistance Agreement with ARC in connection with litigation relating to the water supply of metropolitan Atlanta and the operation of U.S. Army Corps of Engineers’ reservoirs, including, but not limited to, *Florida v. Georgia*, No. 142, Original; *Georgia v. U.S. Army Corps of Engineers*, No. 14-cv-3593 (N.D. Ga.); *Alabama v. U.S. Army Corps of Engineers*, No. 15-cv-696 (D.D.C.); *In Re: ACF Basin Water Litigation*, No. 1:18-mi-00043 (N.D. Ga.); and other matters related to the “Tri-State Water Wars” litigation. Cartersville may limit or expand the scope of the firm’s representation, but the firm must agree to any substantial expansion.

Mayor Matt Santini

August 8, 2018

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2. *Term of Engagement.* Either Cartersville or the firm may terminate the engagement at any time for any reason by written notice, subject on the firm's part to applicable rules of professional conduct. If the firm terminates the engagement, the firm will take such steps as are reasonably practicable to protect Cartersville's interests in the matter.

Unless previously terminated, the firm's representation of Cartersville in this matter will terminate when the firm sends ARC its final statement for services in this matter. Following termination, otherwise nonpublic information Cartersville has supplied to the firm that has been retained by the firm will be kept confidential in accordance with applicable rules of professional conduct. At Cartersville's request, Cartersville's papers and property will be returned to Cartersville promptly upon payment of outstanding fees and costs. The firm will retain its own files, including lawyer work product, pertaining to the matter. All documents retained by the firm will be transferred to the person responsible for administering the firm's records retention program. Cartersville agrees that, to reduce unnecessary storage expenses and for other reasons, the firm may destroy or otherwise dispose of any documents or other materials retained by the firm a reasonable time after termination of this engagement.

Cartersville engaged the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact upon Cartersville's rights and liabilities. Cartersville agrees that, unless Cartersville actually engages the firm after the completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise Cartersville with respect to future developments.

3. *Fees and Expenses.* The firm's fees and expenses will continue to be paid by the Atlanta Regional Commission ("ARC") through funds provided in accordance with the Technical Assistance Agreement.

The firm's statements will include separate charges for expenses in performing its services, such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees. The firm's statements to ARC will also include fees and expenses of others, such as consultants and local counsel that have been engaged to assist in this matter. Expenses and third-party fees will be passed through to ARC without any markup by the firm.

The fees and costs relating to this matter are not predictable and the firm has not made a commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. You agree that payment of the firm's fees and costs is not contingent on the ultimate outcome of the matter.

4. *Client Responsibilities.* Cartersville agrees to continue to cooperate fully with us and promptly provide all information known and available to Cartersville relevant to the engagement and to cooperate with the firm in complying with any regulatory or compliance obligations relating to the engagement.

Mayor Matt Santini

August 8, 2018

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In accordance with ABA guidance, the firm advises that communications between client and clients' representatives and their lawyers that may be lawfully accessed by third parties, such as hotel, home, or other public servers to which others may have rights of access, can jeopardize confidentiality, attorney/client privilege, and work product protection. The firm encourages Cartersville to assure that secure methods are used for all communications of confidential information.

5. *Conflicts.* As we have discussed, Cartersville is aware that the firm has a diverse practice and represents many other companies and individuals, including other local governments and authorities who obtain water from local water resources. In particular, Cartersville is aware that the firm represents the Cobb County-Marietta Water Authority ("CCMWA") in litigation and in providing advice related to the Hickory Log Creek Reservoir and CCMWA's storage contract in Allatoona Lake, among other matters. The firm will not accept an engagement for another client that is substantially related to its engagements for Cartersville without Cartersville's prior consent. If the firm accepts an unrelated engagement adverse to Cartersville, whether involving advice, a transaction, litigation, arbitration, or otherwise, the firm will only do so if it has concluded that it can represent Cartersville and the other client's interests without a diminution in its vigor on behalf of either client, and the firm will take appropriate steps to protect all confidential information provided by and to each client, in order to avoid the risks of diminished loyalty or compromised confidences. Cartersville agrees that, on these terms, the firm may continue or undertake in the future to represent existing or new clients in any matter that is not substantially related to the firm's work for Cartersville even if the interests of such clients in those other matters are directly adverse to Cartersville. The firm seeks similar agreements from many other clients to preserve the firm's ability to represent Cartersville. The firm recommends that Cartersville seek the advice of counsel independent of the firm on the consequences of giving this consent.

The rules of professional conduct prohibit the firm from representing multiple clients in an engagement whose interests are actually or potentially adverse unless all the jointly represented clients have consented to the joint representation after being advised of the possible consequences. In a multiple joint representation, the firm owes its obligations to all the jointly represented clients. Except as discussed below, the firm does not now see, and Cartersville has advised the firm that it does not now see, differing interests among Cartersville, ARC, CCMWA, and the other water supply providers participating in the Technical Assistance Agreement with ARC, and the firm has concluded that it can adequately represent the interests of all its joint clients in this matter. The firm will advise Cartersville and asks Cartersville to advise the firm if that perception changes so that the possible need for changes in these arrangements can be evaluated and discussed. There will be an attorney-client privilege protecting communications between the firm and its clients in this matter as against the rest of the world. However, the firm will share with all jointly represented clients the confidential communications and advice provided by or to one or more clients that are within the scope of or material to the joint engagement. If circumstances arise that increase the risk that the firm's joint representation will materially and adversely affect the firm's representation of one or more of the joint clients, it may be necessary or desirable for one or more clients to retain separate counsel or for the firm to withdraw from representing some or all of the clients. If that were to occur, Cartersville agrees

Mayor Matt Santini

August 8, 2018

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that the firm will continue to represent the remaining jointly represented clients, including CCMWA, that Cartersville will retain separate counsel promptly, that Cartersville will not seek to disqualify the firm from continuing to represent the remaining clients in the joint engagement or seek sanctions or relief against the firm or its personnel due to the fact that the firm obtained confidential information from or about or had represented Cartersville in this engagement, and that Cartersville will not oppose an application the firm may make to withdraw from representing Cartersville in this matter.

The one exception noted above is the potential for conflicts to develop between CCMWA, Bartow County and/or Cartersville regarding the allocation of water from Allatoona Lake. Because the firm has been engaged to represent the interests of the group in connection with their dealings with the State of Georgia and the U.S. Army Corps of Engineers, and because it has not been engaged to assist any member of the group on matters related to the allocation of water between and among jurisdictions within the group, the firm has concluded that it can adequately represent the interests of all its joint clients in this matter. The firm will advise Cartersville and asks Cartersville to advise the firm if that perception changes so that the possible need for changes in these arrangements can be evaluated and discussed.

The firm recommends that Cartersville seek the advice of counsel independent of the firm on the consequences of joint representation. By signing this letter, Cartersville is giving its informed consent to the joint representation and to these terms.

Cartersville agrees that the firm's representation of Cartersville in this matter above does not give rise to an attorney-client relationship between the firm and any entity or individual unless they are named in paragraph 1 and that representing Cartersville does not create a conflict of interest with any such non-represented entities or individuals in the event the firm represents other clients adversely to them. Cartersville also agrees that the firm will not be given any confidential information about any such non-represented entities or individuals.

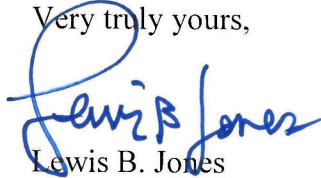
6. *Firm Privilege.* When issues arise concerning the firm's professional duties and rights, including those involving professional liability and professional conduct, the firm may seek confidential advice from internal firm lawyers with responsibility or expertise in the areas in question, and in some instances from outside counsel. In such circumstances, some courts have concluded that a conflict of interest arises between a law firm and its client or have declined to recognize the law firm's communications as privileged or protected from disclosure to the client or former client. The firm believes for several reasons recognized by courts and commentators that it is in both the firm's and its clients' interests for the firm to receive expert and confidential legal advice regarding its professional duties and rights in such circumstances without first having to terminate its engagement with the client. Cartersville consents to the firm seeking and receiving such confidential advice and agrees not to assert any right to learn the content of such confidential advice about any actual or potential professional liability, professional conduct, or other claim that might be considered a conflict of interest or breach of a duty.

This letter sets out all of the terms of our engagement agreement with Cartersville.

Mayor Matt Santini
August 8, 2018
Page 5

We thank Cartersville for the opportunity to continue working on this matter. I am available to discuss any questions or comments now and throughout the course of our representation.

Very truly yours,



Lewis B. Jones
Partner

Acknowledged and agreed to by:
The City of Cartersville, Georgia

By: _____
Name and Title of Authorized Signer

Date: _____



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
IGA with Bartow County for Waste Disposal Rates**

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	<p>This IGA with Bartow County establishes waste disposal rates through February 28, 2021. The most recent IGA was executed in June 2013 and expired on January 30, 2016.</p> <p>We recommend approval of this IGA with Bartow County.</p>
City Manager's Remarks:	The IGA with Bartow County for Waste Disposal Rates is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

INTERGOVERNMENTAL AGREEMENT FOR WASTE DISPOSAL

This Intergovernmental Agreement made this ____ day of September 1, 2018 by and between, **Bartow County, Georgia** (“County”) and the **City of Cartersville, Georgia** (“City”), pursuant to the authority granted by law each jurisdiction and Article IX, Section III, Paragraph 1 of the Georgia Constitution of 1983.

Agreement Effective Date: 09/01/2018

Whereas, the parties desire, pursuant to the Bartow County Code of Ordinances Section 62-67, to enter into a Agreement for acceptance and disposal of waste, the parties agree as follows:

1. DISPOSAL FEES AND PAYMENTS.

(a) Fees. CITY shall pay Bartow County a disposal fee (the “Disposal Fee”) for all Acceptable Waste delivered to and accepted at the Landfill as set forth below. The type of waste referred to incorporates by reference the definitions for such waste in Georgia Environmental Protection Division (EPD) definitions:

2018 Rates

These rates shall be in effect until March 1, 2019:

MSW (municipal solid waste)	\$27.03 per ton
C&D (construction and demolition waste)	\$27.03 per ton.

2019 Rates

As of March 1, 2019, each of the rates shall increase by five percent (5%) as follows:

MSW (municipal solid waste)	\$28.38 per ton
C&D (construction and demolition waste)	\$28.38 per ton.

2020 Rates

As of March 1, 2020, each of the rates shall increase by five percent (5%) as follows:

MSW (municipal solid waste)	\$29.80 per ton
C&D (construction and demolition waste)	\$29.80 per ton.

Any Inert Waste (per EPD definition) shall pay the standard Gate Rate then applicable. The current Gate Rate as of September 1, 2018 is \$26.25. Gate Rates are adjusted March 1 of each year.

(b) Payment. Bartow County shall transmit an itemized invoice to CITY, in form and substance satisfactory to CITY, of all Disposal Fees and other charges under this Agreement on a monthly basis.

2. TERM AND EXTENSIONS. This Agreement shall expire on February 28, 2021 unless extended by separate writing before that date. The CITY shall have the right to terminate this Agreement with thirty (30) days written notice to the County as provided for herein.. The CITY shall provide written notice to the COUNTY (30) days.

3. NOTICE. All notices, requests, demands, writings, or correspondence, as required by this

Item # 8

IGA, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

BARTOW COUNTY: Bartow County Commissioner's Office
135 West Cherokee Avenue, STE 251
Cartersville, Georgia 30120

CITY OF CARTERSVILLE: City of Cartersville
Attention City Manager
PO Box 1390
1 North Erwin Street
Cartersville, Georgia 30120

4. ACCEPTABLE WASTE.

(a) Acceptable Waste” means the waste types specified below; “Unacceptable Waste” as defined below in Section 5 is not permitted.

Acceptable Waste types:

1. Municipal Solid Waste “MSW” as defined by Georgia EPD regulations.
2. Construction and Demolition waste “CD” as defined by Georgia EPD regulations
3. Inert Waste as defined by Georgia EPD.

(b) Compliance with Applicable Laws. CITY shall deliver waste to the Landfill in compliance with all then-applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively “Applicable Laws”). Bartow County shall manage the Landfill and dispose of all waste delivered by CITY in accordance with all Applicable Laws.

(c) Title to Waste. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Waste shall remain with CITY or its customer and shall never be deemed to pass to the Bartow County.

5. UNACCEPTABLE WASTE.

(a) Delivery of Unacceptable Waste. CITY agrees that it shall not deliver any Unacceptable Waste to the Bartow County's Landfill. If CITY delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of the Bartow County, with the cost of such separation to be paid by CITY. Bartow County shall have

the right to inspect any of CITY's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste.

(b) Rejection of Unacceptable Waste. If CITY delivers Unacceptable Waste to the Bartow County's Landfill, the Bartow County may, in its sole discretion: (i) reject such Unacceptable Waste at CITY's expense; or (ii) if the Bartow County does not discover such Unacceptable Waste in time to reject such Unacceptable Waste, inform CITY by providing telephonic notice thereof and offering CITY a reasonable opportunity to remove and dispose of such Unacceptable Waste. If CITY elects to dispose of such Unacceptable Waste, it shall do so within such time period as the Bartow County reasonably deems necessary or appropriate in connection with the operation of the Landfill, including the preservation of the health and safety of its employees. If CITY chooses to not remove or properly dispose of such Unacceptable Waste, or, if, after electing to do so, CITY does not dispose of the Unacceptable Waste within a reasonable time period specified by the Bartow County, the Bartow County may dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws, and, charge CITY the reasonable costs incurred due to removal and disposal of such Unacceptable Waste.

(c) Definition of Unacceptable Waste. For the purposes of this Agreement, "Unacceptable Waste" means: (i) any material that is not Acceptable Waste; and (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law.

6. CHANGES AND AMENDMENTS TO AGREEMENT. This Agreement may be changed at any time but only upon the mutual agreement of the Parties and the execution of a written amendment signed by the authorized representatives of both Parties.

7. GENERAL.

(a) Independent Contractor. Each party hereto shall perform their obligations under this Agreement as independent Contractor. Neither party hereto, nor any of its employees, agents or subcontractors, shall be, purport to be, or be deemed, the agent of the other party hereto.

(b) Reserved.

(c) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement.

(d) Severability. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) Waiver. No delay or omission by a party hereto in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party hereto on any occasion is effective only on that occasion and not any other.

(f) Excusable Delays. Neither party hereto shall be liable for its failure to perform hereunder if performance is prevented by contingencies beyond its reasonable control, including, but not limited to, riots, war, fire, strikes, acts of God or changes in applicable law or regulations.

(g) Governing Law; Waiver of Jury Trial; Attorneys' Fees. This Agreement shall be governed by the laws of the state where the work is to be performed except for its conflicts of laws rules. By execution and delivery of this Agreement, each of the parties hereto knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date above.

City of Cartersville, Georgia

Bartow County, Georgia

Mayor Matthew J. Santini

Steve Taylor, Sole Commissioner

Date

Date

ATTEST:

ATTEST:

Meredith Ulmer, City Clerk

Kathy Gill, County Clerk



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
GDOT Traffic Signal Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	GDOT notified the City of their plans to install a traffic signal at the intersection of State Route 113 and Canyon Parkway. With this agreement, the City would provide Telephone/DSL/Wireless service to the intersection at no cost to the GDOT.
City Manager's Remarks:	Your approval of this service agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Russell R. McMurry, P.E., Commissioner



DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

6/22/2018

City of Cartersville
Attn: Mayor Matt Santini
1 N. Erwin Street
Cartersville, GA 30120

Communication Service Agreement for Signalized Intersections

In consideration of the proposed improvements at the intersection of **State Route 113** and **Canyon Parkway** in the City of Cartersville, the City of Cartersville agrees to provide Telephone/DSL/Wireless service to the intersection at no cost to the Department of Transportation.

This communication service shall consist of a single communication line/wireless unit with modular plug. No telephone/modem set will be required. The municipality further agrees to pay all costs associated with the installation and maintenance of this communication line and the monthly cost associated with this communication service.

Should communication service not be required at this intersection immediately upon installation or upgrading of the signal equipment, the municipality agrees to provide this service at a future date if notified by the Department of Transportation that this service is required.

Agreed to this _____ day of _____ 2018

Approved: _____ Title: _____

Attest: _____
Clerk

DOT-401
Rev. 9/93

Distribution:
White - Applicant
Yellow - State Traffic Engineer
Pink - District Traffic Engineer

Do Not Write In This Space

Application No. _____

Permit No. _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

The City of Cartersville in Bartow County hereby requests approval for the use of a traffic signal at the location described below:

LOCATION

Local Street Names: E. Main St. at Canyon Parkway
State Route Numbers: SR 113 at Canyon Parkway

TYPE SIGNAL

Stop and Go () Flashing Beacon () School Beacon () Other

CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the costs for the purchase, installation and maintenance of the signal if approved.

INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

Attest:

This the _____ day of _____ 19____

Clerk

By: _____

Title: _____ **Item # 9**



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM**

Memorandum of Agreement-GDOT GATEway Grant

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	<p>The City of Cartersville was a recipient of a Georgia Department of Transportation GATEway Grant that enabled Public Works to plant some native trees and plantings near the I-75/SR 113 Interchange. This is a reimbursable grant from GDOT. The work has been completed under budget for a total of \$38,209.50. In order to apply for reimbursement, GDOT requires an updated Memorandum of Agreement to be signed by the City of Cartersville.</p> <p>Public Works recommends approval of this Memorandum of Agreement so the City can apply for reimbursement.</p>
City Manager's Remarks:	Your approval of the updated MOA in order to receive reimbursement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Georgia Department of Transportation

And

City of Cartersville, Georgia

Memorandum of Agreement

THIS AGREEMENT is entered into the ____ day of _____, 201_, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, (hereinafter referred to as the "Department"), and the City of Cartersville, Georgia (hereinafter referred to as the "Grantee"). All obligations of the Grantee under this Agreement will be performed by the Grantee or the subcontractor of the Grantee.

WITNESSETH:

WHEREAS, The Grantee desires to obtain GATEway Grant funding for landscape and beautification (hereinafter sometimes referred to as the "Project") recommended by the Roadside Enhancement and Beautification Council, and

WHEREAS, the Department desires to provide GATEway Grant funding for the Project to the Grantee.

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

1. The Grantee agrees to provide, install and maintain the landscape Project as approved in the Department's Special Encroachment Permit. A Scope of Project including a copy of the Department's Special Encroachment Permit and Mowing and Maintenance Agreement, is attached as Appendix A and incorporated herein by reference.

The Grantee agrees to accept and abide by the following guidelines as it relates to the Project:

- USDOT/FHWA, A Manual on Uniform Traffic Control Devices – current edition;
- GDOT Standard Specifications for Construction of Transportation Systems;
- GDOT Special Provision Sections 202, 700 and 702;
- ANSI Z 60.1 American Standard for Nursery Stock – current edition;
- GDOT Scenic Byway Program and Corridor Management Plan Guidelines and Requirements
- The Americans with Disabilities Act

Landscape Guidelines for the Project shall follow the policy established for *Landscaping on the DOT Right of Way* (Policy No. 6755-9) and/or as established by the Landscape Architecture unit of Georgia Department of Transportation Office of Maintenance.

The undersigned, hereby certifies that all requirements of the grant program are understood, and that all information provided in this grant application is true and correct, and represents the desires of the local government entity where the Project will be installed.

2. Term of Agreement: This Project must be completed by the Grantee within thirty (30) months from the date of the signed Agreement. Failure to meet this deadline will subject these funds to reallocation.

3. Compensation: A Proposed Budget is attached as Appendix B, amount requested in grant application, and incorporated herein by reference. The Department agrees to pay the Grantee a maximum sum of \$49,998.20 (Forty-nine thousand, nine hundred, ninety-eight and 20/100 dollars) as a one-time grant in order to facilitate this work, regardless of whether the Budget Estimate exceeds the grant amount. Payment will be made to assist the Grantee in costs incurred for landscaping on the Project on a reimbursement basis. In addition, the Grantee agrees that no part of these funds will be used to pay indirect costs. The intent of this grant is to pay for plant material and associated installation costs. If the Grantee completes the work for less than the maximum amount established in Appendix B, or less than the maximum grant amount, the Department is obligated only to reimburse the actual amount expended for the Project, but in no instance shall the Department be obligated to pay in excess of the maximum amount.

4. Usage: The Grantee agrees the Department may photograph the Project, display or use any information submitted by the Grantee without the payment of any other fees except for what is set forth in paragraph 3 herein.

5. Notices: Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department:

Georgia Department of Transportation
600 West Peachtree Street
Atlanta, GA 30308
Attn: Office of Maintenance

If to the Grantee:

City of Cartersville
P.O. Box 1390
Cartersville, GA 30120
Attn: Wade Wilson

6. Indemnification: The Grantee shall be responsible for any and all damages to property or persons and shall save harmless the Department, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the undersigned in the performance of work under this Grant Application.

The Grantee hereby indemnifies and holds harmless the Department, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the undersigned's negligent acts, errors or omissions in the performance of this Agreement.

These indemnities shall not be limited by reason of the listing of any insurance coverage.

7. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels, and supersedes any prior agreements, understandings relating to the subject matter hereof; and all prior representations, agreements, understandings, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

8. Amendment: The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law: This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

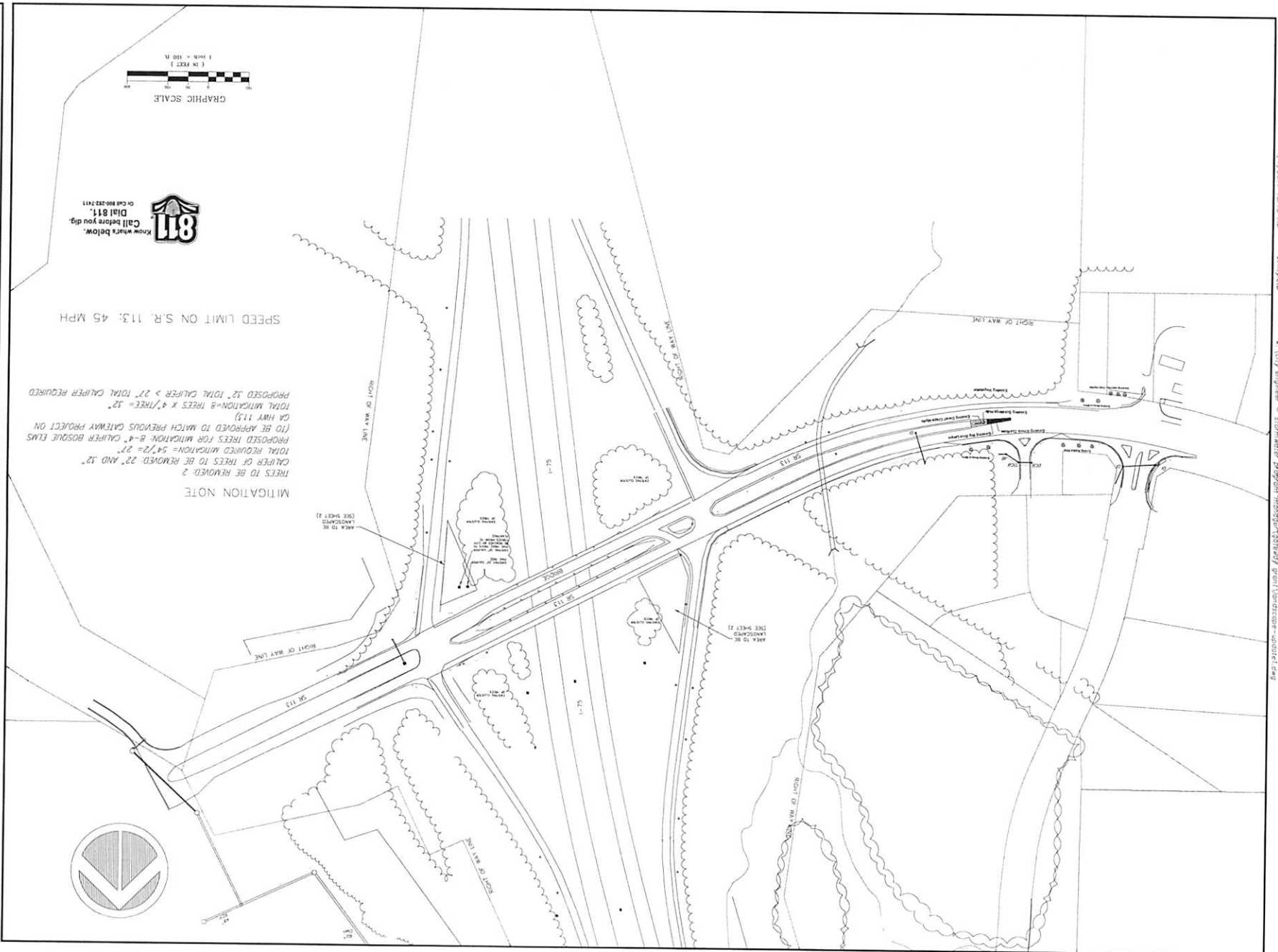
IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF TRANSPORTATION	ON BEHALF OF City of Cartersville, GA
By: _____ COMMISSIONER Date: _____	By: _____ _____ Title
ATTEST	ATTEST _____ _____ Title
_____ Treasurer	FEI # _____

APPENDIX A
SCOPE OF PROJECT

**The Scope of Project includes the Final Plans, the approved Special Encroachment Permit
and the signed Mowing & Maintenance Agreement.**

1/17/2017 9:28:47 AM - 10:00:00 AM - 1/17/2017 9:28:47 AM - 10:00:00 AM - 1/17/2017 9:28:47 AM - 10:00:00 AM - 1/17/2017 9:28:47 AM - 10:00:00 AM



SHEET 1

Sheet Number

SITE PLAN

Sheet Title

Checked By: DMM
 Drawn By: DMM

Project No: GATEWAY GRANT
 County: BARTOW

District/Section: 4TH DIST., 3RD SECT.
 Land Lot: 391, 392 AND 393

City, State Zip: CARTERSVILLE, GA
 Address: STATE ROUTE 113
 Project Location

© Copyright 2017 CITY OF CARTERSVILLE

No.	Description	ISSUE	Date
1	PRELIMINARY		9-8-16
2			
3			
4			
5			
6			
7			
8			
9			
10			

GATEWAY GRANT
LANDSCAPING PLAN
 for
SR 113 AND I-75
INTERCHANGE

City of Cartersville

330 South Elm St. • Cartersville, GA 30130
 Telephone: 770.381.5600 Fax: 770.381.5679 www.cityofcartersville.org

P U B L I C W O R K S

Item # 10

CARTERSVILLE PUBLIC WORKS DEPARTMENT

D.O.T. 7572

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

DISTRICT NO. 6 APPROVAL DATE 04-25-2017PERMIT NO. 03-2017-001-015 BARTOW COUNTYCITY OF CARTERSVILLEPERMITTEE WADE WILSON

CONTRACTOR _____

STATE INSPECTOR NATHAN HOWELLTELEPHONE CELL - 770-630-2918 OFFICE 770-387-3795COMMERCIAL DRIVEWAY SPECIAL ENCROACHMENT SR 401 MP 288.00

OTHER _____

INSPECTOR'S LOG					
INITIAL	DATE	INITIAL	DATE	INITIAL	DATE

DISPLAY THIS WITHIN WORKING AREA SO AS TO BE VISIBLE FROM HIGHWAY

REV. 06/2000 Item # 10

Russell R. McMurry, P.E., Commissioner



DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

May 9, 2018

City of Cartersville
Attn: Wade Wilson
P.O. Box 1390
Cartersville, GA 30120

RE: Special Encroachment Permit # 03-2017-001-015 Tracking# 624372 Bartow County,
S.R.401 MP 288

Dear Mr. Wilson;

This is to advise that a final inspection has been made of the work performed on the above mentioned permit. All work was completed in a satisfactory manner. If you have any questions please contact Donovan Tucker at 678-721-5295.

We appreciate your cooperation regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Grant Waldrop", is written over a horizontal line.

W. Grant Waldrop, P.E.
District Traffic Engineer

For: Curtis D. Comer, P.E.
District Engineer

GW: DWT: dt

C: Daphne Cautela, State Access Management Supervisor
Keith Day, Area Engineer, Area One
Stacey Siniard, Permit Inspector

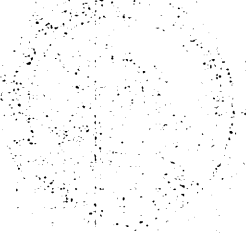
500 Joe Frank Harris Parkway, S.E.
Cartersville, Georgia 30120-0010

Telephone 678-721-5287
Fax 770-387-4851

Item # 10

THE STATE OF TEXAS

COUNTY OF [illegible]



[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

APPENDIX A

RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF CARTERSVILLE

The City of Cartersville, SR 113 from I-75 to Main Street Shopping Ctr., 1.275 miles

THIS AGREEMENT made and entered into this 27th day of February, 2012 by and between the DEPARTMENT of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as "DEPARTMENT" or "LICENSOR", and THE CITY OF CARTERSVILLE, hereinafter referred to as "LICENSEE".

WHEREAS, the DEPARTMENT desires to enter into a public/private partnership to perform certain services relating to mowing and maintenance within DEPARTMENT'S right of way, hereinafter called the "PROJECT", and

WHEREAS, the LICENSEE has represented to the DEPARTMENT that, if such permission is granted to the LICENSEE, LICENSEE shall bear all costs and liability associated with the PROJECT; and

WHEREAS, the LICENSEE has represented to the DEPARTMENT that they are qualified and experienced to provide such services and the DEPARTMENT has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, and further enumerated and described in Exhibit 'A' – Approved drawings or final working drawings for a Department-approved construction **PROJECT**. Exhibit 'A' is attached hereto and incorporated by reference as if fully set out herein. The **PROJECT** location shall be defined or delineated as part of Exhibit 'A'. The required construction **PROJECT** final working drawings are to be approved or issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - **MAINTENANCE WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, edge, and maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall not exceed fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

**ARTICLE IV
ASSIGNMENT**

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

**ARTICLE V
CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

**ARTICLE VI
INSURANCE**

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage for anyone that will be working on the right of way:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self insurance.

(c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

(e) Insurance shall be maintained in full force and effect during the life of the PROJECT.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such

change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.
- E. No reimbursal is required for termination of agreements for Mowing Only.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

ARTICLE XI

MAINTENANCE WORK PLAN

The City of Cartersville, SR 113 from I-75 to Main Street Shopping Ctr., 1.275 miles

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Watering

- **Provide adequate water to maintain healthy plant material**
- **Water in a manner that it does not endanger pedestrian or vehicular traffic**
- **Water according to the state or local government restrictions**

Ornamental Grasses

- **Trim away dead foliage from ornamental grass clumps in February.**

Pruning

- **Remove dead or diseased planted vegetation.**
- **Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)**
- **Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.**
- **Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards**
- **Keep rose plants pruned low and with a neat appearance.**
- **Threadleaf False Cypress 'Gold Mop' can grow to a large tree with time, but is very slow growing. Keep the plants prune to a low and neat appearance.**
- **Crapemyrtles shall not be stump-pruned, but are to be trained in a neat tree-formed habit with suckers removed.**

Plant Replacement

- **Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE**
- **Replacement plant material must be according to the Department's landscaping policy 6755-9 and Special Provision Section 702.**

Weeding

- **Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds**
- **All Pesticide/Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.**
- **When pesticides/herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.**
- **Post warning signs for pesticide/herbicide use as required by state code.**

Mowing and trimming of grass

- **Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.**

Mulching

- **Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth**
- **Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes**

Litter

- **Completely remove all litter and debris and other objectionable material on site.**
- **Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.**
- **Make disposal in accordance with local and state laws.**
- **Remove all graffiti within project limits**

Installed Sidewalks

- **Maintain and repair sidewalks according to the Americans With Disabilities Act (ADA)**

NOTE:

All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Hand Sell

Commissioner or designee

ATTEST:

Angela D. Whittaker

Treasurer



LICENSEE:

Matthew Peluso

(Title)

Connie Keelney

Witness

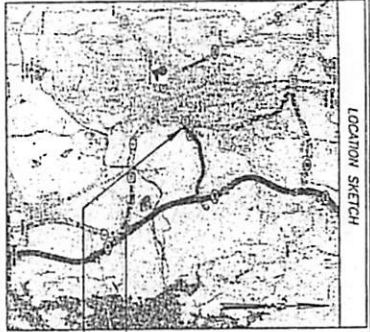
1-20-12

Date

EXHIBIT 'A'

PROJECT PLANS

The City of Cartersville, SR 113 from I-75 to Main Street Shopping Ctr., 1.275 miles



FUNCTIONAL CLASSIFICATION: URBAN PRINCIPAL ARTERIAL
 THIS PROJECT IS 100% IN CONGRESSIONAL DISTRICT NO. 11
 THIS PROJECT IS 100% IN CITY OF CARTERSVILLE, BARTOW COUNTY

DESIGN TRAFFIC DATA

TRAFFIC A.A.D.T. (THD-WAY):	18600 YPD (2009)
TRAFFIC A.A.D.T. (THD-WAY):	13600 YPD (2029)
TRAFFIC D.H.V.:	5056 VPH (2029)
DIRECTIONAL DISTRIBUTION:	51%
TRUCK PERCENTAGES (24 HOUR):	8.0%
SPEED DESIGN:	12.0%
	45 MPH

LENGTH OF PROJECT	BARTOW COUNTY COUNTY NUMBER 015	
	TOTAL MILES	FEET
NET LENGTH OF ROADWAY	1.275	6730.60
NET LENGTH OF BRIDGES	0.00	0.00
NET LENGTH OF PROJECT	1.275	6730.60
NET LENGTH OF EXCEPTIONS	0.00	0.00
GROSS LENGTH OF PROJECT	1.275	6730.60

DESIGNATION:
 HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83)
 VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
 COORDINATE ZONE: WEST
 PROJECT UNITS: IMPERIAL

CITY OF CARTERSVILLE

STATE OF GEORGIA

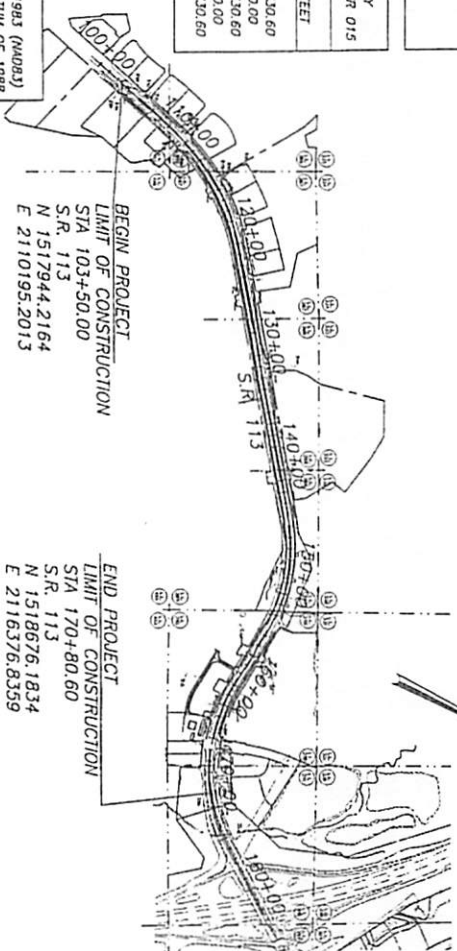
LANDSCAPE PLAN

SR 113 FROM I-75 TO

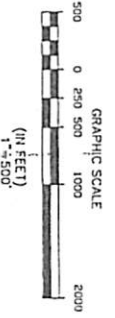
MAIN STREET SHOPPING CENTER

BARTOW COUNTY

STATE ROUTE 113
 P.L. NO. 0010314
 PROJECT MILEPOST
 STA 137+50.00
 N 1519218.7587
 E 2113220.0062



City of Cartersville



NOTE:
 ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDE ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION WITH THIS DOCUMENT TO OBTAIN INFORMATION, SHALL BE THE PROPERTY OF THE STATE OF GEORGIA. THE HIGHWAY DEPARTMENT, HIGHWAY DEPARTMENT, OR TRANSPORTATION, WHICH THE CONTRACT HEREIN BEARS THE STATE HIGHWAY DEPARTMENT OF GEORGIA MARK, AND SHALL BE OBLIGED TO MAINTAIN THE DEPARTMENT OF TRANSPORTATION.

NOTE:
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA AND ANY REVISIONS THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF THESE SPECIFICATIONS AND FOR THE DESIGNATION.

NOTE:
 THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY RELYING THEREON, IS THE PROPERTY OF CROY ENGINEERING SERVICES, INC. AND SHALL BE KEPT IN STRICTLY CONFIDENTIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF THESE SPECIFICATIONS AND FOR THE DESIGNATION.

CROY ENGINEERING SERVICES, INC.
 200 NORTH CROFT ROAD, SUITE 415
 WOODBRIDGE, GA 30188
 PHONE: (770) 871-1487 FAX: (770) 871-8122

PLANS PREPARED BY
 CROY ENGINEERING

UNDER THE SUPERVISION OF
 CHRIS BREDOUT, P.E.

DATE	REVISIONS	PLANS COMPLETED
10/14/11	29-08	05/08/11

APPENDIX B

BUDGET & E-VERIFY FORM

**The Budget includes the amount requested for the grant (on the application)
for the estimated plant materials and installation costs.**

Cost Estimate for Landscape

Project: SR 113 /I-75 INTERCHANGEDate: 04/13/2018

Project No.: _____

Prepared By: DWW

Item Number	Quantity	Unit	Unit Price	Item Description	Cost
700-9300	12.5	pallets	375.00	SOD	\$ 4,687.50
702-0095	64.0	EA	28.00	BERBERIS THUMBERGII-CRIMSON PYGMY (CRIMSON PYGMY BARBERRY)	\$ 1,792.00
702-0156	30.0	EA	45.00	CHAMAECYPARIS PISIFERA-FILIFERA'GOLD MOP' (DWARF GOLDEN THREAD CYPRESS "GOLD	\$ 1,350.00
702-0469	30.0	EA	45.00	ILEX VOMITORIA SCHILLINGS (SCHILLINGS HOLLY)	\$ 1,350.00
702-0540	20.0	EA	195.00	LAGERSTROEMIA NATCHEZ (NATCHEZ CRAPE MYRTLE)	\$ 3,900.00
702-1082	8.0	EA	1,050.00	ULMUS PARVIFLOLIA- BOSQUE 4" CAL (BOSQUE ELM)	\$ 8,400.00
	40.0	HR	140.00	7 Men Crew	\$ 5,600.00
	40.0	HR	75.00	Bobcat Work	\$ 3,000.00
702-0030	23.0	EA	250	ACER RUBRUM (RED MAPLE)	\$ 5,750.00
702-0049	14.0	EA	170	AMELANCHIER ARBOREA (DOWNY SERVICEBERRY)	\$ 2,380.00

Total Estimated Construction Cost:

38,209.50

ORIGINAL GRANT AMOUNT - \$49,998.²⁰

Item # 10

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.

330567

EEV/Basic Pilot Program* User Identification Number

Gordon Lee Tidwell
BY: Authorized Officer or Agent
(Contractor Name)

2/22/2018
Date

Owner

Title of Authorized Officer or Agent of Contractor

Gordon Lee Tidwell, Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

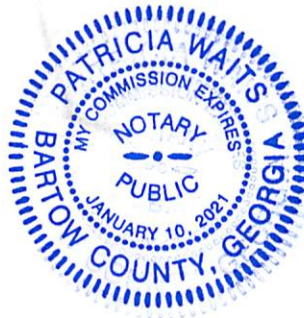
22 DAY OF February, 2018

Patricia Waits

Notary Public

My Commission Expires:

January 10, 2021



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

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





City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Construction Testing and Inspection Services**

SubCategory:	Contracts/Agreements
Department Name:	Gas System
Department Summary Recommendation:	Williams/Transco requires site clearing and grading for the construction of the metering and regulating station. The City of Cartersville Gas System has obtained a quote from Geo-Hydro Engineers of Kennesaw in the amount of \$4,349.00 for this service. Geo-Hydro has satisfactorily performed other services for many City Departments. The Gas System recommends approval of this service.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	This has been approved by the City attorney.
Associated Information:	

Memorandum

To: Gary Riggs, Gas System Director *via email*

cc: Michael Hill, Assistant Gas System Director *via email*

From: Brian Friery, Gas System Engineer

Date: August 7, 2018

RE: Site Grading & Access Drive Construction
Williams/Transco Dalton Expansion Delivery Point
Cartersville Project No. CP-16-001-G

As you know, the City has chosen to provide the site clearing and grading to make ready for the construction of the metering and regulating station as part of the Williams/Transco Dalton Expansion Delivery Point project. Since this work is part of the overall reimbursable costs associated with the Williams/Transco's construction costs for the delivery point project, it has been our opinion we could complete this work at a cost significantly less than Williams/Transco by utilizing local contractors. As you further know, therefore, we are anticipating receiving proposals for this site clearing and grading work by the end of the day Wednesday, August 8, 2018. As a professional service, furthermore, we requested a proposal from Geo-Hydro Engineers, Inc. of Kennesaw, Georgia to perform construction materials testing services and monitoring for this grading work. Attached is a quotation in the amount of \$4,349.00.

As you know, Geo-Hydro Engineers, Inc. of Kennesaw, Georgia has satisfactorily performed numerous soil test borings and reporting and construction materials testing services and monitoring for us and other City Departments in the past and is fully capable of performing this work. The proposal documents are acceptable to the City Attorney's office and, therefore, I recommend the City award this proposal to Geo-Hydro Engineers, Inc. of Kennesaw, Georgia in the total amount of \$4,349.00 and execute the proposal documents.

Mr. Brian Friery
 City of Cartersville Gas System
 P.O. Box 1390
 Cartersville, Georgia 30120

July 31, 2018

**Proposal to Provide
 Construction Materials Testing Services
 Cartersville Natural Gas Expansion
 Stilesboro, Georgia
 Geo-Hydro Proposal Number 22175.1**

Dear Mr. Friery:

Geo-Hydro Engineers appreciates the opportunity to provide this proposal to perform Construction Materials Testing Services for the above referenced project. The project site is located along State Route 113 in Stilesboro, Georgia. The proposed construction will be a new natural gas transfer station. We have received the concept grading plan dated July 25, 2018, for review.

This proposal is for monitoring the mass grading portion of the project. We have based this proposal on the information provided to date and our experience with similar projects.

SCOPE OF WORK

Construction Materials Testing and Special Inspection Services

Subgrade Evaluations and Field Density Testing

At-grade areas and areas to receive structural fill will be evaluated by proofrolling with a loaded dump truck, scraper, or other similar rubber-tired equipment and recommendations for dealing with unstable soils if encountered.

We will obtain bulk samples of proposed fill or backfill soils and conduct laboratory testing to determine the standard or modified Proctor maximum dry density. We will perform requested field density testing of fill or backfill soils.

Project Administration and Miscellaneous Consultation

We will provide our professional staff as necessary for project administration, data review and transmittal, preparation of letters, attending meetings, etc.

Limitations of Services

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.

Cartersville Natural Gas Expansion • Stilesboro, Georgia
 Proposal Number 22175.1

- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.
- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

FEE

Based on our understanding of the scope of services required for this project, we present a cost estimate of **\$4,349.00** for construction materials testing services for the referenced scope of work and durations presented in the included cost breakdown.

There is no precise way of determining our final costs since they will depend on the actual construction schedule, weather, and other factors beyond our control. Therefore, we will bill for all of our services on a unit-rate basis in accordance with the attached Schedule of Fees.

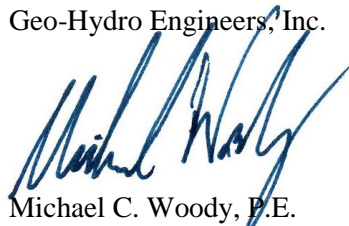
We will submit progress invoices at the end of each month for which our services are provided. No change orders will be issued for the scope of services within our cost breakdown. Change orders, if any, will only be requested for agreed upon additional scope items beyond what is indicated on our cost estimate.

* * * * *

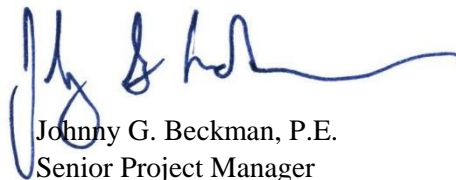
If this proposal is acceptable, please authorize our services by executing and returning the attached agreement or by providing us your professional services contract. We look forward to working with you on this project. Please contact us if you have any questions.

Respectfully,

Geo-Hydro Engineers, Inc.



Michael C. Woody, P.E.
 Kennesaw CMT Manager
mwoody@geohydro.com



Johnny G. Beckman, P.E.
 Senior Project Manager
jbeckman@geohydro.com

JGB\MCW\22175.1 Cartersville Natural Gas Expansion Proposal

Proposal to Provide
CMT Services
Cartersville Natural Gas Expansion
Stilesboro, Georgia
Geo-Hydro Proposal Number 22175.1

CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS COST ESTIMATE

SUBGRADE EVALUATIONS & SOIL DENSITY TESTING

Subgrade Evaluations and Density Testing (Based on 10 days at 6 hours per day)

60 hours	Senior Engineering Technician	at	\$50.00 per hour	\$3,000.00
Laboratory Testing				
1 tests	Standard Proctor (ASTM D 698)	at	\$125.00 each	\$125.00
Project Management				
10 hours	Senior Project Manager	at	\$105.00 per hour	\$1,050.00
Travel				
10 trips	30 Miles per Trip	at	\$0.58 per trip	\$174.00
			Subtotal	\$4,349.00

TOTAL MATERIALS TESTING AND SPECIAL INSPECTIONS COST ESTIMATE	\$4,349.00
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Item # 11

Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

City of Cartersville Natural Gas Expansion
Stilesboro, Georgia
Geo-Hydro Proposal Number 22175.1

FIELD TESTING SERVICES

Soil, Concrete, and Miscellaneous Testing

Engineering Technician, per hour.....	\$ 39.00
Senior Engineering Technician, per hour	\$ 50.00
Special Inspection Technician, per hour.....	\$ 55.00

Steel Testing

Structural Steel Inspector, per hour	\$ 85.00
Skidmore-Wilhelm Bolt Tension Calibrator., per day	\$ 75.00
Ultrasonic Flaw Detector, per day	\$ 120.00

Coring - Pavement or Concrete

Equipment Rental (generator & coring machine), per day.....	\$ 100.00
Diamond Bit Usage, per inch diameter, per lineal inch.....	\$ 1.50
Coring Technician, per hour	\$ 55.00

Special Field Test Equipment

Floor Flatness Test Equipment, per day	\$250.00
“Profometer 4” rebar locator, per day.....	\$150.00
Windsor Probe, per shot	\$ 35.00
Nuclear Density Gauge, per day	\$ 40.00
Pavement Quality Indicator (PQI) Non-Nuclear Density Gauge, per day.....	\$ 40.00
StructureScan Mini all-in-one high-resolution GPR, per day.....	\$300.00
Thermal Imaging Camera, per day	\$250.00

NOTE: Above special field test equipment requires an operator billed at the appropriate hourly rate.

StructureScan Mini all-in-one high-resolution GPR, half day.....	\$800.00
<i>(Includes travel, operator, and report)</i>	
StructureScan Mini all-in-one high-resolution GPR, full day	\$1,500.00
<i>(Includes travel, operator, and report)</i>	

NPDES SERVICES

NPDES Inspection, per trip	\$ 150.00
Monthly Monitoring Report, each.....	\$ 115.00
Automatic Storm Water Sampler, per month	\$ 150.00
Turbidity Analysis, each	\$ 20.00

PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour	\$ 120.00
Senior Project Manager/Senior Registered Engineer, per hour.....	\$ 105.00
Project Manager/Registered Engineer, per hour.....	\$ 95.00
Special Inspection Engineer, per hour.....	\$ 85.00
Staff Professional, per hour	\$ 75.00
Engineering Aide, per hour	\$ 60.00
Administrative Assistant, per hour	\$ 40.00

Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

City of Cartersville Natural Gas Expansion
Stilesboro, Georgia
Geo-Hydro Proposal Number 22175.1

LABORATORY TESTING SERVICES

Soil & Graded Aggregate Base Material

Proctor Compaction Tests	
Standard (ASTM D-698), each	\$ 125.00
Modified (ASTM D-1557), each	\$ 150.00
Atterberg Limits (ASTM D-4318), each	\$ 85.00
Soil Particle Size Analysis with Hydrometer (ASTM D-422), each	\$ 125.00
Particle Size Analysis of Coarse Aggregate (ASTM C-136), each	\$ 110.00

Concrete, Grout, Mortar, and Masonry

Cylinders, Compressive Strength (ASTM C-39), per cylinder	\$ 10.00
Beams, Flexural Strength (ASTM C-78), each.....	\$ 25.00
Concrete Cores, Lab Preparation and Compressive Strength Testing, (ASTM C-42), each	\$ 60.00
Cube Specimens (2" x 2"), Lab Preparation and Compressive Strength Testing (ASTM C-109), each.....	\$ 15.00
Masonry Grout Compressive Strength, Lab Preparation and Compressive Strength Testing, (ASTM C-1019), each	\$ 20.00
Masonry Prisms, Lab Preparation and Compressive Strength Testing, (ASTM C 1314), each.....	\$ 150.00
Concrete Masonry Unit (CMU) Lab Preparation and Compressive Strength Testing, (ASTM C 140), each	\$ 140.00

Bituminous Materials

Bitumen Content & Gradation (ASTM D-2172; GDT-83), each	\$ 300.00
Core Density and Thickness Determination, each.....	\$ 35.00
For cores which require splitting add, each	\$ 10.00
Theoretical Voidless Density Determination (AASHTO T-209), each.....	\$ 175.00

MISCELLANEOUS

Mileage, per mile.....	\$ 0.58
Authorized Ancillary Expenses.....	Cost + 15%

- Hourly rates are portal to portal. -All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5. A minimum charge of 4 hours will apply to all necessary weekend or holiday work
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.

AGREEMENT

Project Name: City of Cartersville Natural Gas Expansion

Project Location: Cartersville, Georgia

Proposal Number: 22175.1 Date: August 3, 2018

The Client, as identified and defined below, engages Geo-Hydro Engineers, Inc. to provide the services on the Project as detailed in the proposal previously provided to the Client, the terms of which are incorporated herein and made a part of this Agreement. The general terms and conditions on the following pages are likewise incorporated herein and are explicitly made part of this Agreement.

This Agreement is entered into this _____ day of _____, _____ between

Geo-Hydro Engineers, Inc. ("Consultant") and City of Cartersville, Georgia
("Client").

GEO-HYDRO ENGINEERS, INC.

City of Cartersville, Georgia

Client Firm Name


Signature of Authorized Agent

Signature of Authorized Agent

Philip Barber
Print Name

Matt Santini, Mayor

Print Name and title

CEO
Title

Signature of City Clerk

Meredith Ulmer

Name of City Clerk (attesting to Mayor's Signature)

Please complete information in box

Billing Entity Name City of Cartersville Gas System

Individual to Receive Invoices Brian Friery

Email address bfriery@cityofcartersville.org Phone No. 770.387.5642

Street Address 19 North Erwin Street

City and State: Cartersville, Georgia 30120



TERMS AND CONDITIONS OF SERVICE

A. STANDARD OF CARE.

Services under this contract will be performed by Consultant in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same locality.

B. CERTIFICATION.

Consultant may employ sampling procedures during the course of the work. Client acknowledges that such procedures indicate actual conditions only at the precise locations and elevations from which samples were taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Consultant shall make certain inferences based on the results of sampling and any related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Consultant cannot guarantee the existence or absence of conditions which it may infer to exist. Client further acknowledges and agrees that Client shall not cause any resolution of a dispute, including, but not limited to, payment or settlement, contingent upon Consultant's certification of certain conditions, without first receiving Consultant's written certification regarding those conditions.

C. WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CONSULTANT MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO CONSULTANT'S WRITTEN REPORTS, FINDINGS, OPINIONS, OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Consultant cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Consultant, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Consultant.

Client acknowledges and agrees that Consultant has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Consultant's sole role is to provide a service intended to benefit Client and that Consultant is performing no function at or association with the site that would classify Consultant as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SAMPLING OR TEST LOCATION.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Consultant's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated.

(ii) HAZARDOUS SUBSTANCES.

Client agrees to advise Consultant, in writing, of any hazardous substances on or near the site within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Consultant agrees to contain such materials in a manner approved by Consultant both during and at the completion of Consultant's field activities. Client understands and agrees that Client, and not Consultant, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Consultant's exploratory activities.

(iii) DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Consultant to take immediate measures to protect human health, safety, or the environment. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Consultant to take any and all measures that in Consultant's professional opinion are justified to preserve and protect the health and safety of Consultant's personnel, and Client agrees to compensate Consultant for the additional cost of such work. In addition, Client waives any claim against Consultant, and agrees to indemnify, defend, and hold Consultant harmless from any claim or liability for injury, loss or perceived loss arising from Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

E. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Consultant will perform on Client's behalf, Client hereby waives any claim against Company, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of such claim, including, but not limited to, any attorneys' fees and expenses incurred by Consultant, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

F. SAMPLES, DATA AND RECORDS.

Consultant shall be the sole owner of any and all data gathered by Consultants or reports prepared by Consultant. No entity or individual, other than Consultant, its representatives, or Client, may use or rely upon any data collected by Consultant or reports prepared by Consultant. Except as expressly set forth in this Agreement, Consultant and Client do not intend the benefits of this Agreement, including, but not limited to, the samples, data, and records created by Consultant, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or

cause of action in favor of any such third party, against either Consultant or Client. Samples, data and records are subject to open records.

Routine test specimens will be discarded immediately upon completion of tests. Consultant shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Consultant's report to Client. If Client requests a longer period of storage, Consultant will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Consultant for at least three (3) years following completion of Consultant's services.

G. ENTRY.

Client shall provide Consultant, its representatives, and equipment with right of entry on to the Project site. Consultant will endeavor to minimize damage to the land upon which the project is located, however Consultant shall not be under any duty or responsibility whatsoever to restore the Project site to its condition prior to performance of any tests or borings unless a separate agreement to do so is acknowledged in writing with Client. Unless otherwise indicated, Consultant's scope of service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client hereby acknowledges that, unless some other arrangement is made in writing between Client and Consultant, Consultant cannot be held liable for any injuries or damages that may occur for Consultant's failure to perform services not included in the Proposal or this Agreement. Client further acknowledges that testing operations may result in damage to certain landscaping or improvements, due to the tests themselves, disposal of cuttings or ground water, movement of equipment, or due to other cause(s) that can commonly occur and are outside Consultant's control. Consultant will attempt to avoid causing damage, but Client understands and acknowledges that Consultant cannot guarantee damage will not occur and, accordingly, Client agrees to waive any claim against Consultant and to hold harmless, indemnify, and defend Consultant for any claim alleging injury or damage as a consequence of unfilled exploration holes on the site or any other disturbance to natural conditions of or any improvements on the site. Any costs of such restoration shall be added to our compensation pursuant to an agreed-upon price and terms set forth in a separate written agreement entered into between Consultant and Client.

H. FIELD MONITORING AND TESTING.

Whenever Consultant's personnel make on-site observations of materials and/or services provided by a contractor engaged by Client (the "Contractor"), Client agrees that Consultant is not responsible for the Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Consultant shall not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that our personnel are observing placement of all materials or that we assume any responsibility or liability for placing or directing placement of materials.

I. SAFETY.

During the provision of observations or monitoring services at the job site during construction, Client agrees that in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and are not limited to normal working hours. Any monitoring of the contractor's procedures conducted by

Consultant does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

J. FREEDOM TO REPORT.

It is contemplated that, during the course of this engagement, Consultant may be required to report on the past or current performance of others engaged or being considered for engagement directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims of libel or slander against Consultant and its present or former principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys (the "Consultant Representatives"). To help create an atmosphere in which Consultant's personnel feel free to express themselves candidly, Client agrees (1) to waive any claim against the Consultant Representatives and (2) to defend, indemnify, and hold harmless the Consultant Representatives from any claim or liability for injury or loss allegedly arising from professional opinions rendered by Consultant to Client or Client's agents, including, but not limited to, claims for slander or libel. Client further agrees to compensate the Consultant Representatives for any time spent or expenses incurred by the Consultant Representatives in defense of any such claim, in accordance with Consultant prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Consultant may be required by local, state, and/or federal statute and/or regulations to report the discovery of hazardous materials to a government agency, and that Consultant, when practical, will do so only after notifying Client. Client waives any cause of action, claim, suit, or demand associated with Consultant's compliance with its duties to report as required by local, state, and/or federal laws and regulations.

K. PAYMENT.

Client agrees to pay Consultant in full for all services provided by Consultant to Client. Time is of the essence regarding payment of Consultant's invoices. Client's obligation to pay Consultant is not dependent upon Client's ability to obtain financing, approval of any governmental or regulatory agency, or upon Client's successful completion of the Project. Consultant reserves the right to submit progress invoices to Client on a monthly basis and a final invoice upon completion of Consultant's work. Each invoice is due and payable to Consultant, by Client, immediately upon presentation. All amounts due to Consultant and not paid within thirty (30) days of the presentation of the invoice shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law) until paid in full.

If any obligation of Client hereunder is collected by legal proceeding, including, but not limited to, a demand letter, lawsuit, arbitration, and/or mediation, Client shall pay to Consultant, in addition to the amount due, all Costs of Collection (as defined below), including, but not limited to, fifteen percent (15%) of the total amount due by Client to Consultant as reasonable attorney's fees as well as all costs incurred by Consultant if the legal proceeding does not result in a lawsuit or arbitration proceeding, and thirty percent (30%) of the total amount due by Client to Consultant as reasonable attorneys' fees as well as all court costs incurred by Consultant if the legal proceeding results in a lawsuit or arbitration proceeding. "Costs of collection" shall include, but are not limited to, the hourly cost to Consultant for employee's time expended in collection efforts.

L. TERMINATION.

In the event that Client requests termination of the work prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place Consultant's files in order and to complete a report on the work performed to date. Client acknowledges and agrees that the amount of damages that Consultant will sustain in the event Client terminates this Agreement prior to Consultant's completion of its work required by the proposal and this Agreement will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Agreement prior to Consultant's completion of the work required by the proposal and this Agreement, Client shall be liable to Consultant for liquidated damages in the amount equal to thirty percent (30%) of all charges incurred as of the date of Client's termination of the Agreement (the "Liquidated Damages"). Client

acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Consultant.

M. PROFESSIONAL LIABILITY.

Client agrees that the liability of Consultant and its principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys, to Client due to any negligent professional acts, errors or omissions, or breach of contract will be limited to an aggregate of \$100,000.00.

Consultant does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Consultant's performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Consultant is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Consultant's recommendations or instructions.

N. INDEMNIFICATION.

Omitted

O. CONFIDENTIALITY.

Subject to the Open Records Act, Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's principals and employees, any data or information not previously known to and generated by Consultant or furnished to Consultant and marked CONFIDENTIAL by Client ("Confidential Information"). These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim. City of Cartersville agreements are subject to Georgia Open Records Law.

P. NON-CIRCUMVENTION. (DELETED)

Q. GOVERNING LAW; VENUE.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed and construed by the laws of the State of Georgia, and Venue shall lie in the State of Georgia, Bartow County, for all causes of action under this Agreement.

R. SEVERANCE; SURVIVAL.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

S. EXECUTION.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document. In the event one or more of the parties intends to sign and deliver this Agreement by facsimile transmission, ".pdf", or "jpeg," each party agrees that the delivery of the Agreement by facsimile, ".pdf", or

"jpeg" shall have the same force and effect as delivery of original signatures, and each party may use such facsimile, ".pdf", or "jpeg" signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

T. REPRESENTATIONS.

Client represents and warrants that it has full authority to enter into this Agreement and to consummate the transactions contemplated herein, and that this Agreement is not in conflict with any other Agreement to which Client is a party or by which it may be bound.

U. MISCELLANEOUS.

This instrument constitutes the entire agreement of the parties. There are no terms or conditions except those set forth herein. This Agreement may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Agreement and specifies the amendment made. No waiver of any breach of this Agreement shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Agreement is governed by the laws of the State of Georgia.

V. IMMIGRATION REFORM COMPLIANCE REQUIREMENTS

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



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Pond & Company Contract Modification #3**

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recommendation:	<p>As we were progressing through the civil plans for the new Gas Facility and Recreational Pond on Old Mill Road, some potential issues were raised regarding water flow during rainstorms. Based on meetings with City staff and with Pond & Company, it was determined that it was in the City's best interest to revise the civil plans regarding the recreational pond area, and address upstream and downstream water issues. The cost of this work was \$8,000.</p> <p>Additional work was also discovered regarding the electrical plans with a cost of \$1,200 to modify the electrical building plans. These changes are recommended for your approval.</p>
City Manager's Remarks:	Your approval of these changes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Responsive People. Real Partners.

Architects
Engineers
Planners
Constructors

3500 Parkway Lane
Suite 500
Peachtree Corners, GA 30092

P 678.336.7740
F 678.336.7744
www.pondco.com

July 27, 2018

Mr. Dan Porta | Assistant City Manager

City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

**Re: City of Cartersville Gas System – Add Service 3 Proposal
155 Old Mill Road, Cartersville, GA 30120**

Dear Mr. Dan Porta:

Pond thanks you for the opportunity to continue working with you on the Cartersville Gas System project. The project means a great deal to our firm and so does our relationship with the City of Cartersville.

ADDITIONAL SERVICES SCOPE:

Please see the following add service items for your consideration:

As you may remember, Pond promised the City that once we performed the new flood study, Pond would modify the civil drawings to accommodate for the omission of the headwall in the survey as an add service. Pond stated that we would only request additional services from the City for what the civil redesign effort took, with a not to exceed amount of \$8,000.00. As we discussed in March, this amount would be in addition to the amount for the flood study, found in Add Service 2.

Now that Pond has performed the flood study; modified the civil drawings to accommodate those findings for the omitted headwall by Smith & Smith Surveyors; provided the no-rise certification; and accommodated Wade Wilson's comments; Pond is requesting the following add service for the civil redesign.

In addition to the civil redesign, on July 23, 2018, the City requested some changes to the electrical panels and the generator design. Pond has agreed that the electrical changes will constitute an add service of \$1,200.00.

The civil add service and electrical add service total \$9,200.00

ADD SERVICE 3 - CONTRACT MODIFICATION TOTAL: \$9,200.00

Note 1: The total contract amount would be amended from \$578,650.00 to \$587,850.00

If the City agrees with this add service proposal, please sign and date the proposal and return it to me. If you have questions or comment about the add service proposal, please contact me and I will be more than happy to discuss the items addressed in this proposal with you.

Very truly yours,



Pond
Matthew Richard Cash, AIA, NCARB
Associate, Project Manager, Architect

(City of Cartersville)
Accepted by:

Title:

(City of Cartersville)
Printed name:

Date:



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Workers Compensation Subsequent Injury Trust Fund**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Being self-insured for workers compensation insurance coverage means that we do not pay a premium into the Georgia Subsequent Injury Trust Fund with our annual insurance premium. Instead, we are billed annually based on the prior year's claims. The current premium due is \$11,708.53 and is recommended for your approval.
City Manager's Remarks:	Your approval of the current premium amount of \$11,708.53 is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Subsequent Injury Trust Fund
Marquis Two Tower, Suite 1250, 285 Peachtree Center Ave NE
Atlanta, GA 30303-1229
(404) 656-7000
TDD#: (404) 656-7162
www.sitf.georgia.gov

NOTE: This letter was sent Certified Mail with Return Receipt Requested

DATE: July 10, 2018

TO: 21775
ATTENTION: RISK MANAGEMENT
CITY OF CARTERSVILLE
1 NORTH ERWIN ST.
P. O. BOX 1390
CARTERSVILLE, GA 30120

RE: 2017 Assessment 2016 Assessment Adjustment

ATTENTION: RISK MANAGEMENT

The following assessment is due and payable upon receipt of this notice. There is an automatic 10% penalty on those payments postmarked after August 31, 2018. Questions regarding this assessment should be directed to: Mike Coan, Administrator.

2017 Assessment (2017 Claims Paid of \$184,350.41 * 0.06326073 Rate)	\$11,662.14
<u>2016 Assessment Adjustment</u>	<u>\$46.39</u>
*TOTAL DUE FOR 2017 and 2016:	<u>\$11,708.53</u>

NOTICE: If payment is postmarked after August 31, 2018, pay :\$12,879.38

Return this invoice with your payment to address shown below. Make check payable to same and show entire address on check.

Georgia Subsequent Injury Trust Fund
P. O. Box 100111
Atlanta, GA 30384

*Totals may fluctuate due to computer rounding off to the nearest cents.



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
New Storage Appliances for Servers and Applications**

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	<p>We currently have two file storage appliances that are six years old and are close to being depleted on available storage space. These are the most critical pieces of hardware that is used to run our entire City server environment. These appliances hold all of our virtual servers, email, door access control, laserfiche, GIS, Cogsdale financial databases and all other City servers and databases. The new appliances will have around five times more available storage space, significantly increase server and application response times and will replace our aging server infrastructure. These servers will also increase application performance and will refresh the hardware used for disaster recovery at the EOC in the Public Safety Headquarters. These storage appliances are budgeted items, \$30,000 from 2014 SPLOST for GIS and the balance of \$245,707.05 are recommended for your approval.</p>
City Manager's Remarks:	The new storage appliances and server applications are recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

CNP Technologies, LLC
 806 Tyvola Road - - Charlotte, NC 28217
 Phone: (704) 927-6600 - Fax: (704) 927-6610 - Email: purchase@cnp.net

**QUOTE**

Date	Quote #
08/10/18	CNPQ70548-05

Sold To: City of Cartersville
 Steven Grier
 10 N Public Sq.
 Cartersville, GA 30120
 USA

Phone: (770) 387-5616
Fax:

Ship To: City of Cartersville
 Steven Grier
 10 N Public Sq.
 Cartersville, GA 30120
 USA

Phone: (770) 387-5616
Fax:

A 50% Deposit may be required before order is placed. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales tax.

Terms	Rep	P.O. Number	Ship Via
	Andrew		

Part #	Qty	Description	Unit Price	Ext. Price
--------	-----	-------------	------------	------------

Notes and Assumptions

- No install quoted, CNP can assist upon request at standard hourly rates
- No SFP+ cables included in quote, CNP can quote upon request
- Storage quote based upon information provided by Steven Grier
- E2860 Requires 220V C20 Outlet
- Server Specs based upon requirements of Steven Grier

E Series Storage Array

15615259	1	NetApp E2824 - 58TB Usable w/3.2TB Cache + 5.7TB Flash Usable -Dual Active/Active 16GB Controllers -4 x 10GB Ethernet/16GB FC Interfaces -4 x 12GB SAS Interface Card -8 x Cable, miniSAS HD-miniSASHD, SAS3, 2m -(3) Enclosure, 2U-24, DE224C, Empty, 2PSU, 913W -48 x 1800GB 2.5 10K SAS Disk -16 x 800GB SSD Disk	\$69,340.53	\$69,340.53
15615259	1	SupportEdge Standard 4hr Onsite Service Period Duration: 36 Months	\$10,164.62	\$10,164.62
		SubTotal		\$79,505.15

DR / Backup Storage Repository

Customer Initials _____

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Part #	Qty	Description	Unit Price	Ext. Price
15913988	1	NetApp E2860 - 130TB Usable w/3.2TB Cache -Dual Active/Active 32GB Controllers -4 x 10GB Ethernet/16GB FC Interfaces -8 x 12GB SAS Interface Card -4 x Cable,miniSAS HD-miniSASHD,SAS3,2m -(1) Enclosure,4U-60,DE460C,Empty,2PSU,2325W -48 x 4TB 3.5 7.2K 12GB NLSAS Disk -2 x 1.6TB 12GB SSD	\$50,000.00	\$50,000.00
15913988	1	SupportEdge Standard 4hr Onsite Service Period Duration: 36 Months	\$5,333.33	\$5,333.33
		SubTotal		\$55,333.33

Server Options - Primary Site

1BC758	3	HPE ProLiant DL360 G10 1U Rack Server - 1 x Intel Xeon Gold 6136 Dodeca-core (12 Core) 3 GHz - 32 GB Installed DDR4 SDRAM - 12Gb/s SAS Controller - 2 x 800 W - 2 Processor Support - Gigabit Ethernet - 16 MB Graphic Card	\$4,950.95	\$14,852.85
1BC722	3	HPE Intel Xeon 6136 Dodeca-core (12 Core) 3 GHz Processor Upgrade - Socket 3647 - 12 MB - 24.75 MB Cache - 64-bit Processing - 3.70 GHz Overclocking Speed - 14 nm - 150 W - 185°F (85°C)	\$2,930.80	\$8,792.40
1BC699	48	HPE SmartMemory 32GB DDR4 SDRAM Memory Module - 32 GB (1 x 32 GB) - DDR4 SDRAM - 2666 MHz DDR4-2666/PC4-21300 - 1.20 V - ECC - Registered - 288-pin - RDIMM	\$560.33	\$26,895.84
TC7650	3	HPE 1U Cable Management Arm for Easy Install Rail Kit - Cable Management Arm - 1U Rack Height	\$32.00	\$96.00
1BC868	3	HPE 1U Gen10 Bezel Kit - 1U Rack Height - 1 Pack	\$55.20	\$165.60
7U6375	6	HPE 240 GB 2.5" Internal Solid State Drive - SATA - 1 Pack	\$327.20	\$1,963.20
QW9634	3	HPE Ethernet 10Gb 2-Port 530T Adapter - PCI Express x8 - 2 Port(s) - 2 x Network (RJ-45) - Twisted Pair - Low-profile, Full-height	\$599.20	\$1,797.60
2CK517	3	HPE Ethernet 10/25Gb 2-Port 621SFP28 Adapter - PCI Express 3.0 x8 - 2 Port(s) - Optical Fiber	\$623.20	\$1,869.60
YW4845	3	LSI RAID SAS 9300-8e 12GB HBA - 12Gb/s SAS - RAID Supported - JBOD RAID Level - 4 Total SAS Port(s)	\$373.39	\$1,120.17
PD4448	3	HPE Integrated Lights-Out Advanced - Subscription License - 1 Server License - 3 Year - Standard - Standard - 3 Year	\$375.20	\$1,125.60
2CB861	3	HPE Foundation Care - 3 Year Extended Warranty - Warranty - 24 x 7 x 4 Hour - On-site - Maintenance - Parts & Labor - Physical, Electronic Service - 2, 4 Hour, Hour - Software, Hardware	\$1,327.99	\$3,983.97

2815485-G4P3L4 -0

Primary Site Licensing

Customer Initials _____

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Page 2

Part #	Qty	Description	Unit Price	Ext. Price
TU9710	1	HPE VMware vSphere Essentials Plus Kit + 3 Years 24x7 Support - License - 6 Processor - Electronic - PC	\$6,562.80	\$6,562.80
Server Options - Remote Site				
1BC758	1	HPE ProLiant DL360 G10 1U Rack Server - 1 x Intel Xeon Gold 6136 Dodeca-core (12 Core) 3 GHz - 32 GB Installed DDR4 SDRAM - 12Gb/s SAS Controller - 2 x 800 W - 2 Processor Support - Gigabit Ethernet - 16 MB Graphic Card	\$4,950.95	\$4,950.95
1BC722	1	HPE Intel Xeon 6136 Dodeca-core (12 Core) 3 GHz Processor Upgrade - Socket 3647 - 12 MB - 24.75 MB Cache - 64-bit Processing - 3.70 GHz Overclocking Speed - 14 nm - 150 W - 185°F (85°C)	\$2,930.80	\$2,930.80
1BC699	24	HPE SmartMemory 32GB DDR4 SDRAM Memory Module - 32 GB (1 x 32 GB) - DDR4 SDRAM - 2666 MHz DDR4-2666/PC4-21300 - 1.20 V - ECC - Registered - 288-pin - RDIMM	\$560.33	\$13,447.92
TC7650	1	HPE 1U Cable Management Arm for Easy Install Rail Kit - Cable Management Arm - 1U Rack Height	\$32.00	\$32.00
1BC868	1	HPE 1U Gen10 Bezel Kit - 1U Rack Height - 1 Pack	\$55.20	\$55.20
7U6375	2	HPE 240 GB 2.5" Internal Solid State Drive - SATA - 1 Pack	\$327.20	\$654.40
QW9634	1	HPE Ethernet 10Gb 2-Port 530T Adapter - PCI Express x8 - 2 Port(s) - 2 x Network (RJ-45) - Twisted Pair - Low-profile, Full-height	\$599.20	\$599.20
2CK517	1	HPE Ethernet 10/25Gb 2-Port 621SFP28 Adapter - PCI Express 3.0 x8 - 2 Port(s) - Optical Fiber	\$623.20	\$623.20
YW4845	1	LSI RAID SAS 9300-8e 12GB HBA - 12Gb/s SAS - RAID Supported - JBOD RAID Level - 4 Total SAS Port(s)	\$373.39	\$373.39
PD4448	1	HPE Integrated Lights-Out Advanced - Subscription License - 1 Server License - 3 Year - Standard - Standard - 3 Year	\$375.20	\$375.20
2CB861	1	HPE Foundation Care - 3 Year Extended Warranty - Warranty - 24 x 7 x 4 Hour - On-site - Maintenance - Parts & Labor - Physical, Electronic Service - 2, 4 Hour, Hour - Software, Hardware	\$1,327.99	\$1,327.99
Remote Site Licensing				
PV7447	1	HPE VMware vSphere Essentials With 3 Years 24x7 Support - License - Standard - Electronic - PC	\$796.50	\$796.50
Veeam Software Licensing				
3T5208	6	Veeam Availability Suite ENTERPRISE PLUS PUBLIC SECTOR - 1 Socket Veeam Availability Suite Enterprise Plus for VMware (includes Backup & Replication Enterprise Plus + Veeam ONE) - Electronic	\$2,385.00	\$14,310.00
3T5231	6	24/7 MNT UPLIFT VAS ENT PLUS 1YR	\$132.50	\$795.00
2818573-W2Q4D7 -1				

Customer Initials _____

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Page 3

Part #	Qty	Description	Unit Price	Ext. Price
VZ2663	2	HP FlexFabric 5700-32XGT-8XG-2QSFP+ Switch - 32 Ports - Manageable - 10 x Expansion Slots - 10GBase-T, 10GBase-T, 40GBase-X - 8 x SFP+ Slots - 3 Layer Supported - 1U High - Desktop, Rack-mountable	\$6,325.43	\$12,650.86
LC8750	2	HP HP 58x0AF 650W AC Power Supply	\$562.14	\$1,124.28
RC0793	2	HP X711 Front (Port Side) to Back (Power Side) Airflow High Volume Fan Tray - Front to Back Air Discharge Pattern	\$208.65	\$417.30
4014385	2	HPE Foundation Care with Comprehensive Defective Material Retention - 1 Year Extended Service - Service - 24 x 7 x 4 Hour - On-site - Maintenance - Parts & Labor - Physical Service	\$526.00	\$1,052.00
6F4313	108	Microsoft Windows Server 2016 Standard - License - 2 Core - Volume, Local Government - Microsoft Open License for Government - English - PC	\$80.00	\$8,640.00
6F4294	225	Microsoft Windows Server 2016 - License - 1 User CAL - Volume, Local Government - Microsoft Open License for Government - English - PC	\$28.83	\$6,486.75

2818573-W2Q4D7 -1

Thank you for your business!

SubTotal	\$275,707.05
Sales Tax	\$0.00
Total	\$275,707.05

Deposit	\$137,853.53
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Customer Initials _____

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Item # 14
Page 4

Terms and Conditions

The following Terms and Conditions of Sale and Installation ("Terms and Conditions") shall apply to all transactions between customer and CNP Technologies LLC ("CNP"). Any inconsistent or additional terms or proposed modifications to these Terms and Conditions are hereby expressly rejected, unless specifically agreed to in writing by CNP.

1. **Pricing.** Prices are valid until the expiration date specified on the Quote and are subject to product availability. Prices for hardware and/or software do not include installation services. Installation services shall be specified in an accompanying Statement of Work which shall be signed by both customer and CNP.
2. **Payment Terms.** A 50% deposit is required at time of order, 40% is due at receipt of equipment, and the 10% balance is due upon installation. If a leasing company is involved, written lease approval and 50% deposit from the leasing company is due at the time of order, with the balance due upon installation.
3. **Sales & Use Tax.** Sales Tax quoted above is an estimate. Actual Sales Tax will be billed on final invoice if shipping to NC, GA, FL, SC, TX, VA, PA, CT, NJ, TN or WV. If shipping or installing in any other out of state location, customer is responsible for paying any Sales & Use tax in that state.
4. **Additional Charges.** Shipping charges are not included on the Quote and actual charges will be billed to customer on final invoice. Travel and living expenses are also not included on the Quote, and actual charges will be billed to customer on final invoice.
5. **Site Visits.** Quotes are subject to verification of site conditions, including technical review, network assessment and review of existing cabling.
6. **Limited Warranty.** All warranties with respect to products provided by CNP shall be limited to their respective warranties of the manufacturers thereof, which CNP may be permitted to pass on to customer. With respect to installation services provided by CNP pursuant to a Statement of Work, such services shall be performed in a good and workmanlike manner. Customer's sole remedy for breach of this Limited Warranty shall be repair, replacement or refund of the purchase price paid, at CNP's option. CNP shall not be liable under this Limited Warranty for any of the following:
 - Failure to follow installation, operation or maintenance instructions;
 - Unauthorized product modification or alteration;
 - Unauthorized use of common carrier communication services accessed through the products;
 - Abuse, misuse, negligent acts or omissions of customer or persons under customer's control; or
 - Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other causes beyond CNP's control.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Customer acknowledges and agrees that it is the Customer's responsibility (i) to implement appropriate procedures to protect and safeguard its programs and data from being destroyed through operator error, equipment malfunction, or otherwise, (ii) to insure its ability to recreate programs and data as necessary, and (iii) to remove all programs and data from the equipment being serviced prior to the performance of such service. CNP does not warrant that the operation of any data network or telecommunications systems will not be interrupted. Customer agrees to release CNP and hold CNP harmless from any claims of loss or damage to Customer's electronic media, data process, or current systems of network connection.

7. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY LAW, CNP HEREBY EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF PRODUCTS AND/OR SERVICES PROVIDED BY CNP, EVEN IF CNP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CNP'S LIABILITY ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID TO CNP BY CUSTOMER HEREUNDER.
8. **Product Returns.** All product returns must be pre-approved by CNP and returned within 15 days of purchase. Products to be returned must be un-opened and in the original packing. Restocking fees may apply. Software license sales are final and non-returnable.
9. **Confidentiality.** All prices, recommendations and configurations provided by CNP are provided as a courtesy to customer and shall be deemed confidential. Customer shall not disclose such information to third parties without the prior written consent of CNP.
10. **Mutual Non-Solicitation of Employees.** For the term hereof and a period of two years following any termination hereof, CUSTOMER shall not directly or indirectly recruit, solicit nor hire any of CNP's employees without CNP's prior written approval. CUSTOMER acknowledges that CNP employees are under non-competition and non-solicitation agreements with CNP that prohibit them from providing services to CUSTOMER other than on behalf of CNP.
11. **Miscellaneous.**
 - A. All sales subject to these Terms and Conditions shall be governed by the laws of the State of North Carolina. Customer agrees that all disputes that cannot be resolved amicably shall be brought in any state or federal court located in Charlotte, North Carolina. Customer further agrees not to contest the jurisdiction or venue of any such court.
 - B. If any provision hereof is deemed by a court or competent authority as being unenforceable or illegal, such provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions hereof shall not be affected. If any illegal or unenforceable provisions would be legal or enforceable if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.
 - C. Customer shall pay CNP's costs and expenses (including attorneys' fees and expenses) should it become necessary to take action to collect amounts past due.
 - D. CNP shall not be liable for delays in performance when caused by circumstances beyond its reasonable control, including acts of third parties, acts of God, accident, fire, lightning, power surges or outages.
 - E. These Terms and Conditions, along with any Quote and Statement of Work executed by the parties, constitute the entire agreement with respect to the subject matter hereof and supersede all prior understandings, writings, commitments or representations.

Customer Initials _____

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Item # 145
Page 5

Acceptance of Quote, Terms and Conditions

Quoted By: Andrew Dickman

Accepted By: _____ Date: _____

Please sign and fax this quote back to CNP at (704) 927-6610.

*Please do NOT pay from this quote. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales

Prices in this quote are only guaranteed for 10 days from the date of this quote and will expire on: 9/5/2018

Customer Initials _____

08/10/18 13:55:26

Item # 14
Page 6



City of Cartersville

City Council Meeting
8/16/2018 7:00:00 PM
ESRI ArcGIS Enterprise Standard

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	As the number of ArcGIS users and data continues to grow, the City needs to transition to a GIS server platform. This software is also required for implementation of CityView Mobile and every AMI program. Without the software, those programs would not have a map or GIS link. By transitioning to ArcGIS Enterprise, it will allow us to centrally manage, share, and distribute our GIS data. This is funded from 2014 SPLOST funds and the purchase in the amount of \$19,420 is recommended for your approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 08/10/2018 To: 11/08/2018

Quotation # 20534537

Date: August 10, 2018

Customer # 335887 Contract #

City of Cartersville
 Utilities Dept
 1 N Erwin St
 Cartersville, GA 30120

ATTENTION: Todd Jessee
 PHONE: (770) 607-1155
 FAX:

Material	Qty	Description	Unit Price	Total
160463	1	ArcGIS Enterprise Standard (Windows) Up to Four Cores License	17,000.00	17,000.00
126959	4	Esri Training Pass per Day Up to 49 Days per Year One Year Term	605.00	2,420.00
			Item Total:	19,420.00
			Subtotal:	19,420.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$19,420.00

Please place the following on the face of your purchase order. "Terms and Conditions and all Pricing per the Georgia State Contract# 99999-AWPO2242017 -0001 / Esri MPA# 305146. No other terms apply unless mutually agreed in writing."

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Christie Roland

Email: croland@esri.com

Phone: (704) 541-9810 x8638

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legla/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

Item # 15

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 08/10/2018 To: 11/08/2018

Quotation # 20534537

Date: August 10, 2018

Customer # 335887 Contract #

City of Cartersville
 Utilities Dept
 1 N Erwin St
 Cartersville, GA 30120

ATTENTION: Todd Jessee
 PHONE: (770) 607-1155
 FAX:

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

 Signature of Authorized Representative

 Date

 Name (Please Print)

 Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Christie Roland

Email: croland@esri.com

Phone: (704) 541-9810 x8638

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legla/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

Item # 15

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Purchase from Mobile Mixer Parts**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The city cement truck was hit by another driver and received damage from this accident. A claim for damages was made to Progressive Insurance and they have issued payment to the City for the repairs. Most of the parts are from Mobile Mixer Parts in the amount of \$7,681.72 and are recommended for your approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is an unbudgeted item but will be paid by the insurance company of the driver that hit our truck.
Legal:	
Associated Information:	

Mobile Mixer Parts LLC

46 Skyline Drive
Salem, CT 06420

844-649-7778

www.mobilemixerparts.com

Invoice

Date	Invoice #
8/3/2018	1728

Bill To
City Of Cartersville, GA P.O. Box 1390 Cartersville, GA 30120

P.O. Number	Terms
	Due on receipt

Quantity	Item Code	Description	Price Each	Amount
1	Auger	Complete Auger Cage Assembly (Cage, Boot, Auger, Auger Hyd. Motor, Top & Bottom Bearing, Top & Bottom Plate & Top Cover)	6,858.87	6,858.87
	5MM101	Elkin 48" Auger Lift Ram	489.55	489.55
	Freight	R&L	333.30	333.30
~Thank you for your business~			Total	\$7,681.72

Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$7,681.72
	Item # 16



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Taser Quote**

SubCategory:	Bid Award/Purchases												
Department Name:	Police												
Department Summary Recommendation:	<p>I am requesting approval to purchase 50 Taser Model #X26P (Electronic control weapons). This purchase would be a replacement for our current tasers which are not supported by Taser any longer. Since they cannot be traded in, they will be destroyed. Taser is a sole source item and the price is as follows: 50 Tasers, holsters, cartridges, and download kit-\$70,800.00. Taser has a payment plan for five years and it is as follows:</p> <table border="0"> <tr> <td>Year 1 (2018/2019)</td> <td>\$14,800.00</td> </tr> <tr> <td>Year 2 (2019/2020)</td> <td>\$14,000.00</td> </tr> <tr> <td>Year 3 (2020/2021)</td> <td>\$14,000.00</td> </tr> <tr> <td>Year 4 (2021/2022)</td> <td>\$14,000.00</td> </tr> <tr> <td>Year 5 (2022/2023)</td> <td>\$14,000.00</td> </tr> <tr> <td>Total</td> <td>\$70,800.00</td> </tr> </table> <p>I recommend using the above noted payment plan and I am requesting to pay Taser (Axon) \$14,800.00 this fiscal year. We will be using federal asset forfeiture funds to purchase these items. The E-Verify and E-Save documents have been submitted to the Police Department and are on file. I am requesting your support and recommendation for this purchase.</p>	Year 1 (2018/2019)	\$14,800.00	Year 2 (2019/2020)	\$14,000.00	Year 3 (2020/2021)	\$14,000.00	Year 4 (2021/2022)	\$14,000.00	Year 5 (2022/2023)	\$14,000.00	Total	\$70,800.00
Year 1 (2018/2019)	\$14,800.00												
Year 2 (2019/2020)	\$14,000.00												
Year 3 (2020/2021)	\$14,000.00												
Year 4 (2021/2022)	\$14,000.00												
Year 5 (2022/2023)	\$14,000.00												
Total	\$70,800.00												
City Manager's Remarks:	Your approval of this purchase is recommended.												
Financial/Budget Certification:	This is a budgeted item.												
Legal:													
Associated Information:													



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Tamara Brock, City Manager
From : Chief Frank L. McCann
Date : August 8, 2018
Ref : Purchase of 50 Taser (Axon) model #X26P.

I am requesting approval to purchase 50 Taser model #X26P (Electronic control weapons). This purchase would be a replacement for our current Tasers which are not supported by Taser any longer. I cannot trade our current Tasers in because they are no longer supported so we will destroy our current Tasers

Taser is sole source item and the price is as follows:

50 Tasers, holsters, cartridges, and down load kit-\$70,800.00

Taser has a payment plan for five years and it is as follow:

Year 1 (2018/2019)	\$14,800.00
Year 2 (2019/2020)	\$14,000.00
Year 3 (2020/2021)	\$14,000.00
Year 4 (2021/2022)	\$14,000.00
Year 5 (2022/2023)	\$14,000.00
Total	\$70,800.00

I recommend using the above noted payment plan and I am requesting to pay Taser (Axon) \$14,800.00 this fiscal year. We will be using federal asset forfeiture funds to purchase these items. The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-154469-43301.847DL

Issued: 07/20/2018

Quote Expiration: 08/20/2018

Account Number: 135653

Start Date: 07/20/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Douglas Lee
Phone: 480-444-4008
Email: douglaslee@taser.com
Fax:

PRIMARY CONTACT

Michael Bettikofer
Phone: (770) 382-2526
Email: bettikofer108@cartersvillepolice.com

SHIP TO

Michael Bettikofer
Cartersville Police Dept. - GA
195 Cassville Rd.
Cartersville, GA 30120
US

BILL TO

Cartersville Police Dept. - GA
PO Box 1390
Cartersville, GA 30120
US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	50	280.00	200.00	10,000.00
Hardware					
11003	HANDLE, YELLOW, CLASS III, X26P	50	0.00	0.00	0.00
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	50	0.00	0.00	0.00
44205	Cartridge - Simulation	100	0.00	0.00	0.00
44203	CARTRIDGE - 25' HYBRID	150	32.00	32.00	4,800.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	188.00	0.00	0.00
Subtotal					14,800.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					14,800.00

Spare No Cost

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
11003	HANDLE, YELLOW, CLASS III, X26P	1	1,022.00	0.00	0.00
11015	XAPPM, BATTERY PACK, X26P	1	78.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	50	280.00	280.00	14,000.00
				Subtotal	14,000.00
				Estimated Tax	0.00
				Total	14,000.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	50	280.00	280.00	14,000.00
				Subtotal	14,000.00
				Estimated Tax	0.00
				Total	14,000.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	50	280.00	280.00	14,000.00
				Subtotal	14,000.00
				Estimated Tax	0.00
				Total	14,000.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	50	280.00	280.00	14,000.00
				Subtotal	14,000.00
				Estimated Tax	0.00
				Total	14,000.00

Grand Total	70,800.00
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Discounts (USD)

Quote Expiration: 08/20/2018

List Amount	76,088.00
Discounts	5,288.00
Total	70,800.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	14,800.00
Spare No Cost	0.00
Year 2	14,000.00
Year 3	14,000.00
Year 4	14,000.00
Year 5	14,000.00
Grand Total	70,800.00

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Name (Print): _____ PO# (Or write N/A): _____	Date: _____ Title: _____
--	---

Please sign and email to Douglas Lee at douglaslee@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-154469-43301.847DL

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City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Vehicle Purchases**

SubCategory:	Bid Award/Purchases				
Department Name:	Police				
Department Summary Recommendation:	<p>I am requesting approval to purchase four patrol vehicles and one CID vehicle. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. The vehicles are budgeted items and will be paid for out of federal asset forfeiture funds with the exception of the Animal Control truck which will be paid for out of leasepool.</p> <p>The Police Department sent a request for bids (RFB) for above noted vehicles to 11 local car dealerships and also placed the RFB on the City's website. We subsequently received two bids from the dealerships. The following are the bids for the above noted vehicles from each dealership that met the specifications:</p> <table border="0"> <tr> <td>Robert Loehr Dodge</td> <td>\$162,296.00 (total)</td> </tr> <tr> <td>Don Jackson Dodge</td> <td>\$163,937.72 (total)</td> </tr> </table> <p>The total amount for all of the vehicles is \$162,296.00 with one Animal Control truck (\$21,410.00) being paid out of the leasepool.</p> <p>I recommend the low bid Robert Loehr Dodge for above noted vehicle purchases. The purchase of the vehicles and the equipment (Lights, siren, cage, computer, in-car camera, etc.) will not exceed \$240,000.00.</p> <p>This is a budgeted item (federal asset forfeiture money) and the E-Verify and E-Save documents have been submitted to the Police Department and are on file. I am requesting your support and recommendation for this purchase.</p>	Robert Loehr Dodge	\$162,296.00 (total)	Don Jackson Dodge	\$163,937.72 (total)
Robert Loehr Dodge	\$162,296.00 (total)				
Don Jackson Dodge	\$163,937.72 (total)				
City Manager's Remarks:	These are budgeted items - 6 units to be paid from DEA Funds and the Animal Control unit to be paid from leasepool funds. Your approval of the vehicle purchases is recommended.				
Financial/Budget Certification:					
Legal:					
Associated Information:					



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Tamara Brock, City Manager
From : Chief Frank L. McCann
Date : August 8, 2018
Ref : Purchase of four patrol vehicles, one CID vehicle, one truck for training, and one truck for Animal Control.

I am requesting approval to purchase four patrol vehicles and one CID vehicle. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. The vehicles are budgeted items and will be paid for out of federal asset forfeiture funds with the exception of the Animal Control truck which will be paid for out of lease pool.

The police department sent a request for bids (RFB) for above noted vehicles to 11 local car dealerships and also placed the RFB on the city's web site. We subsequently received two bids from the dealerships. The following are the bids for the above noted vehicles from each dealership that met the specifications:

Robert Loehr Dodge	\$162,296.00 (total)
Don Jackson Dodge	\$163,937.72 (total)

The total amount for all of the vehicles is \$162,296.00 with one Animal Control truck (\$21,410.00) being paid out of the lease pool.

I recommend the low bid Robert Loehr Dodge for above noted vehicle purchase. The purchase of the vehicles and the equipment (Lights, siren, cage, computer, in-car camera, etc.) will not exceed \$240,000.00.

This is a budgeted item (federal asset forfeiture money) and the E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Police Department
Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

Quantity: 1 (Investigative Unit)

Model Year : 2018 or 2019

Make: Dodge Charger (Street Appearance Package)

TO: Don Jackson Chrysler, Dodge, Jeep
 3950 Jonesboro Rd
 Union City, GA 30291

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

Bidders may furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column.

Police Pursuit Vehicle (Sedan)	<u>Meets or Exceeds Specifications</u>		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacturer warranty	✓		
Rear Wheel Drive, automatic transmission, column mounted	✓		
Engine – 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 6/8 way driver seat w/4 way power lumbar adjuster	✓		
Heavy duty cloth bucket seats with vinyl rear	✓		
Tilt steering	✓		

Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system	✓		
Bluetooth phone capabilities	✓		
Factory tinted side windows	✓		
Exterior paint – Pitch Black Clear Coat	✓		
17-Inch x 7.0-Inch Painted Cast Aluminum Wheels	✓	✓	18x8 STEEL WHEELS FULL WHEEL COVER
Radial police rated tires, Performance Firestone	✓		NEW GOOD YEAR EAGLE PERF. TIRE
Full size spare tire	✓		
Additional keys (min of 4 per unit)	✓		
Street Appearance Package	✓		
TOTAL PER UNIT COST			\$ 23,118.74
TOTAL UNITS			x 1
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$

Anticipated number of weeks until delivery (after approval): 12-20

*All bids are due No Later Than July 20, 2018 @ 5:00 p.m.

*Bids will be opened on July 23, 2018 @ 9:00 a.m. at the Cartersville Police Department

*Bids will not be awarded or selection discussed prior to approval by city council

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Police Department
Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

TO:

Quantity: 1 (Investigative Unit)

Model Year : 2018 or 2019

Make: Dodge Charger (Street Appearance Package)

Robert Loehr Dodge

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

Bidders may furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column.

Police Pursuit Vehicle (Sedan)	Meets or Exceeds Specifications		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacture warranty	✓		
Rear Wheel Drive, automatic transmission, column mounted	✓		
Engine -- 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 6/8 way driver seat w/4 way power lumbar adjuster	✓		
Heavy duty cloth bucket seats with vinyl rear	✓		
Tilt steering	✓		

Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system	✓		
Bluetooth phone capabilities	✓		
Factory tinted side windows	✓		
Exterior paint – Pitch Black Clear Coat	✓		
17-Inch x 7.0-Inch Painted Cast Aluminum Wheels		✓	Wheel Covers
Radial police rated tires, Performance Firestone	✓		
Full size spare tire	✓		
Additional keys (min of 4 per unit)	✓		
Street Appearance Package	✓		
TOTAL PER UNIT COST			\$ 23,000
TOTAL UNITS			x 1
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$ 23,000

Anticipated number of weeks until delivery (after approval): 10wks

*All bids are due No Later Than July 20, 2018 @ 5:00 p.m.

*Bids will be opened on July 23, 2018 @ 9:00 a.m. at the Cartersville Police Department

*Bids will not be awarded or selection discussed prior to approval by city council

Street Appearance Group (AEB)

Image not available at this time. Please try again later.

Details:

- Floor Carpet (CKD)
- Full Length Floor Console (CUF)
- Power Heated Mirrors w/Man F/Away (GUK)
- Exterior Mirrors w/Heating Element (NHJ)
- Illuminated Front Cupholders (CWP)
- Front/Rear Climate Control Outlets (XGA)
- Front Reading/Map Lamps (LBG)
- Dual Remote USB Port - Charge Only (RS4)
- Media Hub (2 USB, Aux) (RS6)
- 18" Wheel Covers (W8A)

Item # 18

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Police Department
Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprma@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

Quantity: 1

Model Year : 2018 or 2019

Make: 4-door Truck/police vehicle (Animal Control)

TO: Don Jackson Chrysler, Dodge, Jeep
 3950 Jonesboro Rd
 Union City, GA 30291

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids must include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

Bidders may furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column.

Police Work Vehicle (Truck)	Meets or Exceeds Specifications		Comments
	YES	NO	
3.6L V6 24 valve VVT engine	✓		
4x2 Quad cab	✓		
Park view rear back-up camera	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Navigation system/Bluetooth technology	✓		MUST USE CELLPHONE OR INRASH NAV INCLUDED
Tilt steering	✓		
Heavy duty 220-amp alternator	180 AMP	✓	
Upgraded heavy duty 800 amp battery	700 CCA	✓	

Heavy duty braking package	✓	✓	4 wheel ABS Power
Factory A/C, Rear HVAC	✓		Rear Vent
AM/FM Stereo radio	✓		
Factory tinted side windows	✓		
Exterior paint - Bright White Clear Coat	✓		
17-inch x 7.0-inch aluminum wheels	✓		
P265/70R17 All season tires	✓		
Trailer tow group IV which includes hitch receiver and 7/4 pin wiring plugs	✓		
Full size spare tire	✓		
Additional keys (min of 4 per unit)	✓		DEALER SUPPLIED SPARES
TOTAL PER UNIT COST			\$ 26,615.26
TOTAL UNITS			x 1
TOTAL COST Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120			\$ 26,615.26

Anticipated number of weeks until delivery (after approval): _____

*This vehicle is to be an Animal Control Service vehicle and must be able to house animal storage container measuring 76 ½ x 68 ¼

*All bids are due No Later Than July 20, 2018 @ 5:00 p.m.

*Bids will be opened on July 23, 2018 @ 9:00 a.m. at the Cartersville Police Department

*Bids will not be awarded or selection discussed prior to approval by city council

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Police Department

Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

Quantity: 1

Model Year : 2018 or 2019

Make: 4-door Truck/police vehicle (Animal Control)

TO: Robert Lochr Chrysler, Dodge, Jeep
567 E. Main St.
Cartersville, GA 30121

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted).

Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met.

All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted.

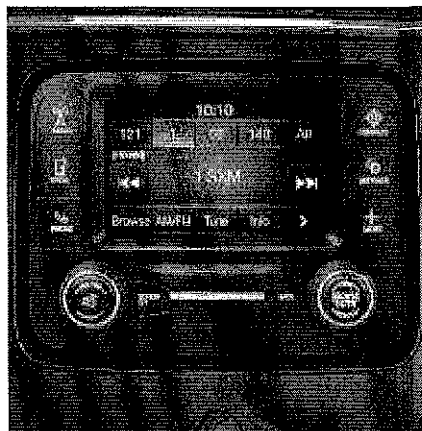
The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

Bidders may furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column.

Police Work Vehicle (Truck)	Meets or Exceeds Specifications		Comments
	YES	NO	
3.6L V6 24 valve VVT engine	✓		
4x2 Quad cab	✓		
Park view rear back-up camera	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Navigation system/Bluetooth technology			<i>see RA2</i>
Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		

Uconnect 3 with 5" Display (RA2)



Uconnect® 3 includes a 5-inch display, AM/FM radio, available SiriusXM® Satellite Radio[1] with one year of service, Bluetooth® Streaming Audio, Voice Command, Hands-Free Calling[2] and Voice Text Reply[3] (not compatible with iPhone® mobile devices).

1. SiriusXM services require subscriptions, sold separately after the 12-month trial included with the new vehicle purchase. If you decide to continue your service at the end of your trial subscription, the plan you choose will automatically renew and bill at then-current rates until you call SiriusXM at 1-866-635-2349 to cancel. Trial service is not transferrable or refundable. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Satellite service is available only to those at least 18 and older in the 48 contiguous USA and D.C. Internet radio service is available throughout satellite service area and in AK and HI with limited coverage.

2. The Uconnect® Phone requires a mobile phone equipped with the Bluetooth® Hands-Free Profile. To check phone compatibility please visit UconnectPhone.com.

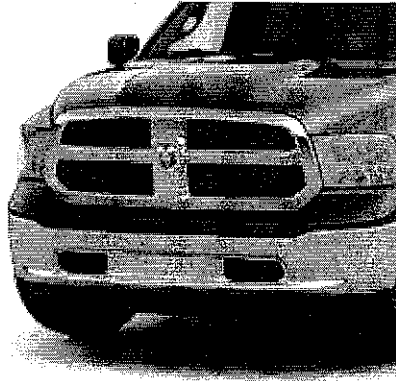
3. Voice Text Reply feature requires a compatible mobile device enabled with Bluetooth® Message Access Profile (MAP). iPhone® and some other smartphones do not currently support Bluetooth MAP. Visit www.UconnectPhone.com for system and device compatibility. Ensure MAP is ON and incoming message notification is enabled. Also requires the use of a compatible smartphone that supports text messaging and Bluetooth.

Details:

- Overhead Console (CUN)
- Rear View Day/Night Mirror (GNA)
- Temperature & Compass Gauge (JFJ)
- 5.0" Touchscreen Display (RFU)
- Remote USB Port - Charge Only (RS3)
- Media Hub (USB, Aux) (RS6)
- Integrated Voice Command w/Bluetooth (XRB)
- SiriusXM Satellite Radio (RSD)
- 1-Yr. SiriusXM Radio Service (X9B)
- For More Info, Call 800-643-2112 (X9H)
- GPS Antenna Input (JLP)

Item # 18

Chrome Appearance Group (AED)



Details:

- Bright Front Bumper (MCT)
- Bright Grille (MFD)
- Bright Rear Bumper (MBF)
- GVW Rating - 6950# (Z1M)
- GVW Rating - 6900# (Z1N)
- 17X7.0 Aluminum Wheels (WFE)

Item # 18

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Police Department
Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

Quantity: 1

Model Year : 2018 or 2019

Make: 4-door Truck/police vehicle

TO: Don Jackson Chrysler, Dodge, Jeep
 3950 Jonesboro Rd
 Union City, GA 30291

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

Bidders may furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column.

Police Work Vehicle (Truck)	Meets or Exceeds Specifications		Comments
	YES	NO	
5.7L V8 engine, ½ ton	✓		
4x4 Quad cab	✓		
Park view rear back-up camera	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Navigation system/Bluetooth technology	USING ✓ MP3 PORT		MUST USE CELL PHONE ACCESS
Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		

Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Factory tinted side windows	✓		DEALER INSTALLED
Exterior paint – Metallic smoke, grey, or black	✓		
Alloy wheels with on/off road tires	✓	✓	PURSUANT A.P. TIRES STEEL WHEELS/FULL WHEEL COVERS
Trailer tow group IV which includes hitch receiver and 7/4 pin wiring plugs	✓		
Full size spare tire	✓		
Additional keys (min of 4 per unit)	✓		
TOTAL PER UNIT COST			\$ 25,918.60
TOTAL UNITS			x 1
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$ 25,918.60

Anticipated number of weeks until delivery (after approval): 12-20

**All bids are due No Later Than July 20, 2018 @ 5:00 p.m.*

**Bids will be opened on July 23, 2018 @ 9:00 a.m. at the Cartersville Police Department*

**Bids will not be awarded or selection discussed prior to approval by city council*

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Police Department

Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

Quantity: 1

Model Year : 2018 or 2019

Make: 4-door Truck/police vehicle

TO: Robert Loehr Chrysler, Dodge, Jeep
567 E. Main St.
Cartersville, GA 30121

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

Bidders may furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column.

Police Work Vehicle (Truck)	Meets or Exceeds Specifications		Comments
	YES	NO	
5.7L V8 engine, ½ ton	✓		
4x4 Quad cab	✓		<i>Crew Cab.</i>
Park view rear back-up camera	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Navigation system/Bluetooth technology			<i>See RA2 Sheet.</i>
Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		

Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Factory tinted side windows	✓		
Exterior paint – Metallic smoke, grey, or black	✓		
Alloy wheels with on/off road tires			See AED
Trailer tow group IV which includes hitch receiver and 7/4 pin wiring plugs	✓		
Full size spare tire	✓		
Additional keys (min of 4 per unit)	✓		
Spray in Bed Liner.	✓		
TOTAL PER UNIT COST			\$ 26,444
TOTAL UNITS			x 1
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$

2018 model.
No pricing on 2019

Anticipated number of weeks until delivery (after approval): _____

*All bids are due No Later Than July 20, 2018 @ 5:00 p.m.

*Bids will be opened on July 23, 2018 @ 9:00 a.m. at the Cartersville Police Department

*Bids will not be awarded or selection discussed prior to approval by city council

Uconnect 3 with 5" Display (RA2)



Uconnect® 3 includes a 5-inch display, AM/FM radio, available SiriusXM® Satellite Radio[1] with one year of service, Bluetooth® Streaming Audio, Voice Command, Hands-Free Calling[2] and Voice Text Reply[3] (not compatible with iPhone® mobile devices).

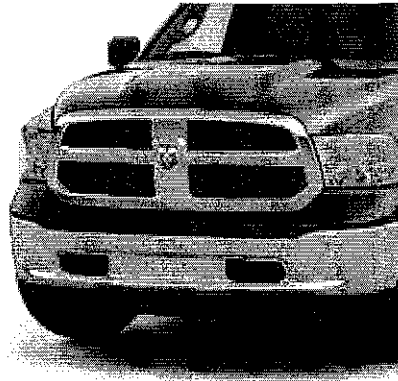
1. SiriusXM services require subscriptions, sold separately after the 12-month trial included with the new vehicle purchase. If you decide to continue your service at the end of your trial subscription, the plan you choose will automatically renew and bill at then-current rates until you call SiriusXM at 1-866-635-2349 to cancel. Trial service is not transferrable or refundable. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Satellite service is available only to those at least 18 and older in the 48 contiguous USA and D.C. Internet radio service is available throughout satellite service area and in AK and HI with limited coverage.
2. The Uconnect® Phone requires a mobile phone equipped with the Bluetooth® Hands-Free Profile. To check phone compatibility please visit UconnectPhone.com.
3. Voice Text Reply feature requires a compatible mobile device enabled with Bluetooth® Message Access Profile (MAP). iPhone® and some other smartphones do not currently support Bluetooth MAP. Visit www.UconnectPhone.com for system and device compatibility. Ensure MAP is ON and incoming message notification is enabled. Also requires the use of a compatible smartphone that supports text messaging and Bluetooth.

Details:

- Rear View Day/Night Mirror (GNA)
- Temperature & Compass Gauge (JFJ)
- 5.0" Touchscreen Display (RFU)
- Remote USB Port - Charge Only (RS3)
- Media Hub (USB, Aux) (RS6)
- Integrated Voice Command w/Bluetooth (XRB)
- SiriusXM Satellite Radio (RSD)
- 1-Yr. SiriusXM Radio Service (X9B)
- For More Info, Call 800-643-2112 (X9H)
- GPS Antenna Input (JLP)

Item # 18

Chrome Appearance Group (AED)



Details:

- Bright Front Bumper (MCT)
- Bright Grille (MFD)
- Bright Rear Bumper (MBF)
- 17X7.0 Aluminum Wheels (WFE)
- GVW Rating - 6900# (Z6N)

Item # 18

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Police Department

Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdlprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

Quantity: 4

Model Year : 2018 or 2019

Make: Dodge Charger

TO: Don Jackson Chrysler, Dodge, Jeep
3950 Jonesboro Rd
Union City, GA 30291

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted).

Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met.

All bids must include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted.

The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

Bidders may furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column.

Police Pursuit Vehicle (Sedan)	Meets or Exceeds Specifications		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacturer warranty	✓		
Rear Wheel Drive, automatic transmission, column mounted	✓		
Engine – 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 8 way driver seat w/4 way power lumbar adjuster	✓		
Heavy duty cloth bucket seats with vinyl rear	✓		
Rear windows/locks disabled from rear seat compartment	✓		

Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system	✓		
Bluetooth phone capabilities	✓		
Heavy duty rubber floor mats (no carpet)	✓		
Factory tinted side windows	✓		SOLAR CONTROL TINT STD DARK TINT OPTION \$300.00 PER CAR
LED Spotlight *driver's side only	✓		
Exterior paint – bright white clear coat	✓		
Black steel wheels, chrome center cap	✓		
Radial police rated tires, Performance Firestone	✓		
Full size spare tire	✓		
Standard upfitter wiring (police package)	✓		
Additional keys (min of 4 per unit)	✓		
TOTAL PER UNIT COST			\$ 22,071.78 STD TINT 22,371.78 DARK TINT OPTION
TOTAL UNITS			x 4
TOTAL COST Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120			\$ 88,287.12 STD TINT 89,487.12 DARK TINT OPTION

Anticipated number of weeks until delivery (after approval): 16-20

BY: C. MICHAEL DAVIS II
FLEET MANAGER & GOVERNMENT SALES
DON JACKSON CHRYSLER DODGE JEEP RAM
7/24/2018

*All bids are due No Later Than July 20, 2018 @ 5:00 p.m.

*Bids will be opened on July 23, 2018 @ 9:00 a.m. at the Cartersville Police Department

*Bids will not be awarded or selection discussed prior to approval by city council

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

Attn: Police Department
Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

TO:

Quantity: 4

Model Year : 2018 or 2019

Make: Dodge Charger

Robert Lochr Dodge

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

Bidders may furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column.

Police Pursuit Vehicle (Sedan)	Meets or Exceeds Specifications		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacturer warranty	✓		
Rear Wheel Drive, automatic transmission, column mounted	✓		
Engine – 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 8 way driver seat w/4 way power lumbar adjuster	✓		
Heavy duty cloth bucket seats with vinyl rear	✓		
Rear windows/locks disabled from rear seat compartment	✓		

Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system	✓		
Bluetooth phone capabilities	✓		
Heavy duty rubber floor mats (no carpet)	✓		
Factory tinted side windows	✓		
LED Spotlight *driver's side only	✓		
Exterior paint – bright white clear coat	✓		
Black steel wheels, chrome center cap	✓		
Radial police rated tires, Performance Firestone	✓		
Full size spare tire	✓		
Standard upfitter wiring (police package)	✓		
Additional keys (min of 4 per unit)	✓		
TOTAL PER UNIT COST			\$ 23,018
TOTAL UNITS			x 4
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$ #92,072

Anticipated number of weeks until delivery (after approval): 10wk

2018 No Pricing on 2019 yet

*All bids are due No Later Than July 20, 2018 @ 5:00 p.m.

*Bids will be opened on July 23, 2018 @ 9:00 a.m. at the Cartersville Police Department

*Bids will not be awarded or selection discussed prior to approval by city council



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Gymnastics Center AC Unit Replacement**

SubCategory:	Bid Award/Purchases																				
Department Name:	Parks and Recreation																				
Department Summary Recommendation:	<p>Quotes were solicited for replacement of a 5-ton air conditioning unit and air handler for one of the seven units at the Cartersville Gymnastics Center. This unit was installed in 1994 in anticipation of hosting a 1996 Olympic Team.</p> <p>I recommend purchase/installation of an air conditioning unit and air handler from Pendley Heating & Air Conditioning, Inc. for the amount of \$5,646.85. All required documents have been received. This replacement project will be funded from Parks and Recreation maintenance and operation budget.</p> <table border="1"> <thead> <tr> <th></th> <th align="center" colspan="2">5-Ton AC Unit & Handler</th> <th align="center">Warranty</th> </tr> <tr> <th align="left">Company</th> <th align="center">\$</th> <th align="center"></th> <th align="center"></th> </tr> </thead> <tbody> <tr> <td>Pendley H&A, Inc.</td> <td align="center">\$5,646.85</td> <td align="center">(Trane)</td> <td align="center">5-yrs parts/2-yrs labor</td> </tr> <tr> <td>Chastain H&C, LLC</td> <td align="center">\$5,648.00</td> <td></td> <td align="center">5-yrs parts/2-yrs labor</td> </tr> <tr> <td>Meadows H&A</td> <td align="center">\$6,200.00</td> <td></td> <td align="center">5-yrs parts/2-yrs labor</td> </tr> </tbody> </table>		5-Ton AC Unit & Handler		Warranty	Company	\$			Pendley H&A, Inc.	\$5,646.85	(Trane)	5-yrs parts/2-yrs labor	Chastain H&C, LLC	\$5,648.00		5-yrs parts/2-yrs labor	Meadows H&A	\$6,200.00		5-yrs parts/2-yrs labor
	5-Ton AC Unit & Handler		Warranty																		
Company	\$																				
Pendley H&A, Inc.	\$5,646.85	(Trane)	5-yrs parts/2-yrs labor																		
Chastain H&C, LLC	\$5,648.00		5-yrs parts/2-yrs labor																		
Meadows H&A	\$6,200.00		5-yrs parts/2-yrs labor																		
City Manager's Remarks:	Your approval of this purchase is recommended.																				
Financial/Budget Certification:	This is a budgeted item.																				
Legal:																					
Associated Information:																					

"Pendley People Care"



Pendley
Heating & Air Conditioning, Inc.

526 Old Alabama Road
Cartersville, Georgia 30120

Page No. _____ of _____ Pages.

Phone: 770.382.1221
 Fax: 770.382.8223
 Emergency Phone : 770.655.2068
 Email: penhtgac61@aol.com
 Georgia License: CN002212

TO: CITY OF CARTERSVILLE	DATE	8-2-18
	JOB NAME/LOCATION GYMNASTICS BUILDING CHEROKEE ST.	
	JOB NUMBER	JOB PHONE

We hereby submit specification and estimates for:
NORTH SIDE- OLD LENNOX UNIT 5 TON

FURNISH AND INSTALL 1- NEW TRANE 5 TON 3 PHASE A/C UNIT. 1- TRANE AIR HANDLER (COMPOSITE MODEL) USE EXISTING REFRIGERANT LINE, DRAIN LINE AND THERMOSTAT WIRE.
 START UP AND CHECK OUT SYSTEM.....\$5,646.85
 STANDARD WARRANTY: 5 YEARS ALL PARTS OR 10 YEARS ALL PARTS
 2 YEARS LABOR 2 YEARS LABOR WARRANTY ADD \$546.00

****CITY TO FURNISH LIFT FOR UNIT AND MEN**

**OPTION 1 – FOR RETURN AIR DUCT EXTENSION TO MAKE FILTER CHANGES EASIER.
 10' ABOVE FLOOR AGAINST WALL**
 NORTH BLDG UNITS..... \$680.00 EACH WITH FILTER RACK
 SIDE BLDG UNITS.....\$740.00 EACH WITH FILTER RACK

TERMS: DUE UPON COMPLETION

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

We propose hereby to furnish material and labor – complete in accordance with the above specification for the sum of:

Payment to be made as follows: **PAYMENT AS DESCRIBED ABOVE. DUE UPON COMPLETION.**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers's Compensation Insurance.

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within **60** Days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
 Date of Acceptance: _____

Signature _____

Signature _____

Proudly serving you for over 50 years

**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

Lawrence Lamar Pendley

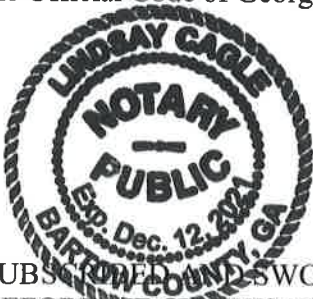
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Pendley Heating & Air Inc.

[Name of business, corporation, partnership]

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

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



Lawrence Lamar Pendley 8-8-18
Signature of Applicant: Date

Lawrence Lamar Pendley 8-8-18
Printed Name: Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
8th DAY OF August, 2018

Lindsay Cagle
Notary Public

My Commission Expires: 12-12-21

* _____
Alien Registration number for non-citizens

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

**E-VERIFY
CONTRACTOR/VENDOR 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.

337274
EEV/Basic Pilot Program* User Identification Number

BY: Lawrence Lamar Pendley
Authorized Officer or Agent
(Contractor Name)

8-8-18
Date

Pendley Heating & Air Inc Owner
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

526 Old Alabama Rd. Cartersville GA 30120
Contractor Address

Lawrence Lamar Pendley
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
8th DAY OF August, 2018

Lindsay Cagle
Notary Public
My Commission Expires: 12-12-21



* 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).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STARR-MATHEWS AGENCY P. O. Box 1990 Cartersville GA 30120	CONTACT NAME: Sandra Miller PHONE (A/C, No, Ext): (770) 386-0466 FAX (A/C, No): (770) 386-3164 E-MAIL ADDRESS: smiller@starmathews.com														
INSURED Pendley Heating & Air Conditioning, Inc. 526 Old Alabama Rd Cartersville GA 30120	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Cindnntal Casualty Co.</td> <td style="text-align: center;">28665</td> </tr> <tr> <td>INSURER B: Security National Insurance Company</td> <td style="text-align: center;">19879</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cindnntal Casualty Co.	28665	INSURER B: Security National Insurance Company	19879	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 2018-2019 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0141378	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0141378	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0141378	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SWC1190479	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Pendley Heating & Air Conditioning, Inc.
526 Old Alabama Road

Cartersville

GA 30120

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melanie A. Ballard

Occupational Tax Certificate

City of Cartersville, Georgia

**Business Mailing Address:**

LAMAR PENDLEY
526 OLD ALABAMA RD
CARTERSVILLE, GA 30120-

Certificate Number
0001201800145

Business Address: 526 OLD ALABAMA RD

Business Type: 238220 - Mechanical Contractors

Customer Number: LCB201700008

Certificate Issued To: PENDLEY HEAT & AIR

Certificate Amount: \$335.00

Expiration Date: 12/31/2018


Date Issued: January 11, 2018

Director of Planning and Development

DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE


MISC00000889315

Item # 19

	STATE OF GEORGIA Brian P. Kemp, Secretary of State State Construction Industry Licensing Board Conditioned Air Non-Restricted	
	License No. CN002212	Status: Active
Lawrence L. Pendley 524 Old Alabama Rd Cartersville GA 30120		
Issued: 1/7/1974 Expires: 11/30/2019		
		Real-time license verification is available at sos.georgia.gov/PLB

Congratulations on your Georgia Conditioned Air Non-Restricted license. Licenses are renewed every two years, expiring on November 30 of odd numbered years.

Effective, July 1, 2002, there is a charge for the decorative wall certificate that is suitable for framing. If you would like to order one, please submit a separate check or money order made payable to the GCILB. The order form for the wall certificate can be found on the Board's web-site.

	STATE OF GEORGIA Brian P. Kemp, Secretary of State State Construction Industry Licensing Board Conditioned Air Non-Restricted License No. CN002212 - Active	
	Lawrence L. Pendley 524 Old Alabama Rd Cartersville GA 30120	
Issued: 1/7/1974 Expires 11/30/2019		
Real-time license verification is available at sos.georgia.gov/PLB		

Item # 19

Chastain Plumbing, Heating and Cooling, LLC
 800 Burnt Hickory Rd, Ste, D
 Cartersville, GA 30120

Estimate

Date	Estimate #
7/31/2018	11054

Office

FAX

770-386-9567

770-607-3924

Name / Address
David Weldon City of Cartersville 100 Pine Grove Rd. P.O.Box1390 Cartersville Ga 30120

			Project
			Cherokee Gym
Description	Qty	Rate	Total
Rheem 5 ton 14 SEER 3 ph. condenser with new Rheem Air Handler.New Drain Pan and safety switch and condensate inline safety switch.	1	5,648.00	5,648.00
IN GOD WE TRUST		Total	\$5,648.00

Item # 19

MEADOWS HEATING & AIR

162 W. Main Street, Suite 303
Cartersville, GA 30120
(770) 387-0266
www.meadowsheatingandair.com

DATE:	8-8-2018
CUSTOMER NAME:	City of Cartersville
CUSTOMER ADDRESS:	2 Lee Street Cartersville, Ga. 30120
DAYTIME PHONE:	
EVENING PHONE:	
JOB:	Gymnastics Facility

We, the Contractor, propose to furnish the following equipment, materials and labor:

Install:

**Carrier 5-ton Split A/C System
Reconnect to Existing Duct
Reconnect to Existing Refrigerant Lines
Add Emergency Drain Pan with Safety Switch**

Equipment, Labor and Materials \$ 6,200.00

Net due upon completion. **Payments to be made by:** Cash Check Credit Card Other

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or materials furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. I also authorize Meadows Heating and Air, Inc. to make inquiries to verify my creditworthiness as needed.

Customer Signature _____ Date _____

Proposed By _____ Date _____

Item # 19



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM**

Bid 18-004 Dellinger Park Tennis Courts Repair/Resurface/Strip

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>Bid 18-004, Dellinger Park Tennis Courts Repair/Resurface/Stripe documents were legally posted on the City and Georgia Procurement websites and 1 bid was received. A potential bidder emailed that his company's workload would not allow him to bid and another bidder did not follow through. The single bidder previously performed this type work for CPRD and their bid price is fair.</p> <p>Dellinger Park Tennis Courts (14), Basketball Courts (2), 440-Yard Track and Hicks Park Tennis Courts (3) are venues addressed in this bid project. Work Scope 2, includes RiteWay Crack Repair System for each venue as well as general repair/resurfacing/stripping for courts/track. The total bid price amount of \$251,000.00 is under the previous GO Bond Recreation Revised Budget that was presented last month.</p> <p>All required documentation and the bid bond has been received. We recommend the bid from Signature Tennis Courts, Inc. in Woodstock GA and request that Mayor Santini be authorized to sign any and all related documents. This project will be paid from General Obligation Park Bonds.</p>
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from GO Park & Recreation bonds proceeds.
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
BID #18-004
DELLINGER PARK TENNIS COURTS
REPAIR/RESURFACE/STRIPE
PROPOSAL FORM

TO: THE CITY OF CARTERSVILLE, GEORGIA
 P O BOX 1390, CARTERSVILLE GA 30120-1390
 IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID,
 INSTRUCTIONS TO BIDDERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE
 CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE
 SUPERVISION, INSTALLATION AND MATERIAL INVOLVED IN THE
 REPAIR/RESURFACING/STRIPING OF 14-TENNIS COURTS, 2-OUTDOOR BASKETBALL
 COURTS, AND 1-440 YARD TRACK, AT DELLINGER PARK AND 3-TENNIS COURTS AT HICKS
 PARK. BEST BID(S) FROM WORK SCOPE I, II, OR III OR COMBINATION OF WORK SCOPE I, II,
 OR III WILL BE CONSIDERED.

**A. LUMP SUM BID PRICE FOR WORK SCOPE I – PERMAFLEX ASPHALT & GENERAL
 WORK SCOPE LISTED HEREIN FOR REPAIR/RESURFACING/STRIPING OF ABOVE
 MENTIONED 14-TENNIS COURTS OR (#A – 5-COURT BATTERY, #B – 4-COURT
 BATTERY, #C – 3-COURT BATTERY & #D – 2-COURT BATTERY:**

TENNIS COURTS #1 – 14 (ALL)	\$ 294,000
BATTERY #A – 5-COURT	\$ 110,000
BATTERY #B – 4-COURT	\$ 92,000
BATTERY #C – 3-COURT	\$ 72,000
BATTERY #D – 2-COURT	\$ 50,000

**B. ITEMIZED LUMP SUM BID PRICE FOR WORK SCOPE II – CRACK RITE REPAIR
 SYSTEM AND GENERAL WORK SCOPE LISTED HEREIN AND
 REPAIR/RESURFACING/STRIPING OF 14-TENNIS COURTS, 3-TENNIS COURTS, 2-
 OUTDOOR BASKETBALL COURTS AND 1-440-YARD TRACK FOR:**

PRICE PER BATTERY	# LINEAR FT	
TENNIS COURTS #1-5 BATTERY A	\$ 26,500	1134
TENNIS COURTS #6-7 BATTERY D	\$ 12,500	458
TENNIS COURTS #8-10 BATTERY C	\$ 12,500	458
TENNIS COURTS #11-14 BATTERY 4	\$ 35,000	2270
BASKETBALL COURTS #1-2	\$ 39,500	2602
440-YARD TRACK	\$ 88,000	5341
HICKS PARK 3 courts	\$ 37,000	2589
	200-1	

BID 18-004 PROPOSAL FORM – CONTINUED

C. LUMP SUM BID PRICE FOR **WORK SCOPE III – REPAIR/RESURFACE/STRIPE AND GENERAL WORK SCOPE** ITEMS LISTED HEREIN FOR OF ABOVE MENTIONED 14-TENNIS COURTS (#A – 5-COURT BATTERY, #B – 4-COURT BATTERY, #C – 3-COURT BATTERY & #D – 2-COURT BATTERY, 2-OUTDOOR BASKETBALL COURTS, 1-440-YARD TRACK:

DELLINGER PARK

TENNIS COURTS BATTERY #A – 5-COURT	\$ 17,500
BATTERY #B – 4-COURT	\$ 14,000
BATTERY #C – 3-COURT	\$ 10,500
BATTERY #D – 2-COURT	\$ 7,000
BASKETBALL – 2-COURTS	\$ 14,000
440-YARD TRACK	\$ 40,000
HICKS PARK TENNIS (3)	\$ 21,000

Acknowledgement the receipt of Addendum numbered 1 through 4. *gm*

BIDDER: Signature Tennis Courts, Inc BY: Mike Imbornone

TITLE: Owner SIGNATURE: *gm*

ADDRESS: 1025 Rose Creek Dr. Suite 620-244 Woodstock GA
30189

PHONE NUMBER: 404-642-5002 EMAIL mike@signaturetennis.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 678-904-6621 678-974-8775 Boykin Insurance Inc. 216 14th Street, NW Atlanta, GA 30318	CONTACT NAME: Jannette Boykin PHONE (A/C, No., Ext): 678-904-6621 FAX (A/C, No): 678-974-8775 E-MAIL ADDRESS: jannette@boykininsurance.com														
INSURED 404-642-5002 SIGNATURE TENNIS COURTS INC 1025 Rose Creek Drive Woodstock, GA 30189	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER B: Metropolitan Property & Casualty Insurance</td> <td>26298</td> </tr> <tr> <td>INSURER C: The Ohio Casualty Insurance Co</td> <td>24074</td> </tr> <tr> <td>INSURER D: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Co	24082	INSURER B: Metropolitan Property & Casualty Insurance	26298	INSURER C: The Ohio Casualty Insurance Co	24074	INSURER D: Ohio Security Insurance Company	24082	INSURER E:		INSURER F:	
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INSURER C: The Ohio Casualty Insurance Co	24074														
INSURER D: Ohio Security Insurance Company	24082														
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		BKS (19) 58616502	02/27/2018	02/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		CA012894P2017	06/15/2018	06/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1 Million	<input checked="" type="checkbox"/>		EBU 044158656	02/27/2018	02/27/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	Y/N N / A	XWS (19) 58616502	07/18/2018	07/18/2019	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Signature Tennis Courts scope of work includes Repair, Resurfacing, and Installation of Tennis and gaming courts

CERTIFICATE HOLDER
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE



**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

Mike Imbornone

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

Signature Tennis Courts, Inc.

[Name of business, corporation, partnership]

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

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

[Signature]

Signature of Applicant:

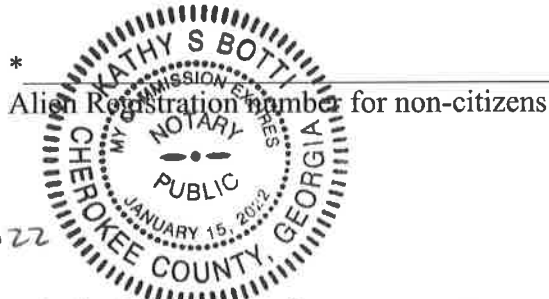
8.6.18
Date

Mike Imbornone

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6 DAY OF August, 2018
[Signature]
Notary Public

My Commission Expires: January 15, 2022



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

CONTRACTOR/VENDOR 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.

261205 10.6.2009
EEV/Basic Pilot Program* User Identification Number

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

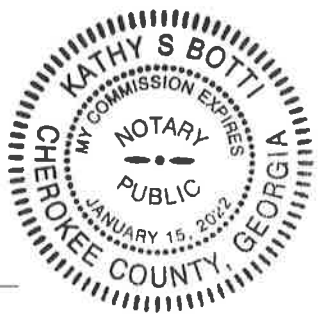
8.6.18
Date

Signature Tennis Courts, Inc. Owner
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

1025 Rose Creek Dr. Suite 620, 244 Woodstock, GA
Contractor Address 30189

Mike Imbornone
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6 DAY OF August, 20 18
[Signature]
Notary Public
My Commission Expires:
January 15, 2022



* 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).

N/A

SUBCONTRACTOR AFFIDAVIT

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

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

PHONE NUMBER: 404-642-5002 EMAIL Mike@signaturetennis.com

NAME, ADDRESS, AND PHONE NUMBER OF FOUR (4) SUCCESSFUL PROJECTS THE BIDDER HAS COMPLETED AS STIPULATED.

1. COMPANY NAME: City of Rome - Rome Tennis Center
 ADDRESS: P.O. Box 1433 PHONE NO. 706-506-6417
Rome, GA 30162
 CONTACT: Tom Daglis EMAIL: tdaglis@romctenniscenter.com

2. COMPANY NAME: City of Atlanta
 ADDRESS: 55 Trinity Avenue SW
Suite 1790 Atlanta PHONE NO. 404-273-3447
30303
 CONTACT: Doug Voss EMAIL: dvoss@atlantaga.gov

3. COMPANY NAME: City of Sandy Springs
 ADDRESS: 7840 Roswell Rd
Suite 500 Sandy Springs PHONE NO. 770-206-1449
30350
 CONTACT: Michael Perry EMAIL: mperry@sandyspringsga.gov

4. COMPANY NAME: St. Ives Country Club
 ADDRESS: One St. Ives Country Club Dr PHONE NO. 770-418-2443
Duluth, 30097
 CONTACT: Craig Matthieson EMAIL: cmatthieson@stivescountryclub.org



JW SURETY BONDS
STRENGTH. TRUST. STABILITY.
www.jwsuretybonds.com

6023A Kellers Church Road
Pipersville, PA 18947

Toll-free: (888) 592-6631
Fax: (215) 766-1225

**PLEASE FAX ALL RESULTS TO: 215-766-1225 OR
E-MAIL TO patsy.t@jwsuretybonds.com
(Return form regardless of bid results.)**

CONTRACTOR: Signature Tennis Courts, Inc.
APPROVED BID AMOUNT: \$400,000.00
OBLIGEE: City of Cartersville
DESCRIPTION OF WORK: Dellinger Park Tennis Courts
Repair/Resurface/Stripe
BID DATE: August 7, 2018 – 2:00 PM
SURETY: Western #72062012 ~ DY

Bid Results for the above project.

Name of
Low Bidder: _____ **Bid Amount:** _____
2nd Bidder: _____ **Bid Amount:** _____
3rd Bidder: _____ **Bid Amount:** _____

Your bid, if not listed above: _____

****NOTE****

If low on this bid, you should not sign the contract until Surety has authorized you to do so. Surety will review the results before providing this authorization. Thank you!

Please fax or email this form to us no later than: August 14, 2018

Thank you for your cooperation.

200-2
SECTION 200 – BID PROPOSAL

Bond Number: 72062012

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

Signature Tennis Courts, Inc.

_____ of the City of Woodstock State of Georgia and County of _____

Cherokee as Principal and _____ Western Surety Company

_____ as Surety, are hereby held and firmly bound unto the CITY OF
 CARTERSVILLE, GEORGIA as Owner in the penal sum of _____

5% of Bid Amount Dollars (\$ 5% of Bid Amount) for the payment of which,
 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
 executors, administrators, successors and assigns.

Signed this 7th day of August, 2018.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF CARTERSVILLE, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the project entitled:

DELLINGER PARK TENNIS COURTS
REPAIR/RESURFACE/STRIPE

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no



event, exceed the penal amount of this obligation as herein stated.

200-3

BID BOND
(Continued)

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Witness As To Principal

Signature Tennis Courts, Inc.

Principal

By _____ SEAL



Witness As To Surety

Western Surety Company

Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

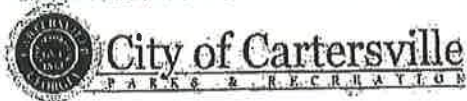
Address

By  SEAL
Attorney-in-Fact, John D. Weisbrot



200-4

SAVE AFFIDAVIT VERIFYING STATUS FOR



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Weisbrot, Patricia A Tinsman, Individually

of Pipersville, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of June, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of June, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of August 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Item # 20

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2017

ASSETS

Bonds	\$ 1,895,156,151
Stocks	28,408,086
Cash, cash equivalents, and short-term investments	24,679,133
Receivables for securities	7,500,016
Investment income due and accrued	22,426,771
Premiums and considerations	37,932,713
Amounts recoverable from reinsurers	1,562,035
Current federal and foreign income taxes recoverable from CNA Financial Corporation	3,481,084
Net deferred tax asset	10,688,834
Receivable from parent, subsidiaries, and affiliates	11,647,470
Other assets	10,215
Total Assets	\$ 2,043,492,508

LIABILITIES AND SURPLUS

Losses	\$ 201,046,845
Loss adjustment expense	57,918,199
Commissions payable, contingent commissions and other similar charges	10,047,343
Other expenses (excluding taxes, license and fees)	943,877
Taxes, License and fees (excluding federal and foreign income taxes)	3,447,669
Unearned premiums	223,752,269
Advance premiums	5,436,181
Ceded reinsurance premiums payable	1,720,726
Amounts withheld or retained by company for account of others	7,338,456
Provision for reinsurance	239,534
Payable to parent, subsidiaries and affiliates	12,934
Payable on security transactions	4,000,000
Other liabilities	367,837
Total Liabilities	\$ 516,271,870

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,243,148,801
Surplus as regards policyholders	\$ 1,527,220,637
Total Liabilities and Capital	\$ 2,043,492,508

I, Troy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2017, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

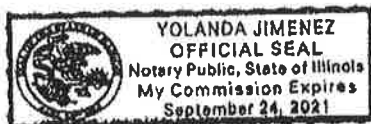


Western Surety Company

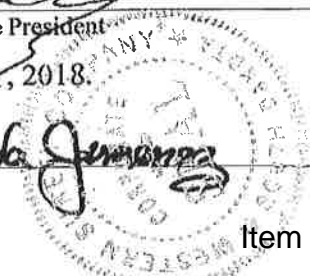
By 
Assistant Vice President

Subscribed and sworn to me this 8th day of March, 2018.

My commission expires:




Notary Public



Item # 20



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Amendment to the Annual Audit**

SubCategory:	Contracts/Agreements
Department Name:	Finance
Department Summary Recommendation:	On June 21, 2018, Council approved the city's annual audit to be performed by Mauldin and Jenkins, LLC. We would like to amend the Mauldin and Jenkins, LLC contract to include an audit of the joint Drug Task Force. The agreed upon procedures to be used by Mauldin and Jenkins, LLC for the joint Drug Task Force audit is attached. I recommend approval of the agreed upon procedures and ask that the Mayor be approved to sign the document.
City Manager's Remarks:	Your approval of the agreed upon procedures and the document are recommended.
Financial/Budget Certification:	If amended, this will be an unbudgeted cost to the annual audit. The added cost will be determined at the completion of the DTF audit and will be billed based on the hours and going rate(s) of those audit firm employees involved with the DTF audit.
Legal:	
Associated Information:	



July 31, 2018

City of Cartersville, Georgia
1 N Erwin Street
Cartersville, Georgia 30120

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for City of Cartersville, Georgia (the “City”).

We will apply the agreed-upon procedures below that were specified and agreed to by the City with respect to certain accounting records of the Bartow-Cartersville Drug Task Force (the “Task Force”) solely to assist you in evaluating the operations of the Task Force and certain information included in the Equitable Sharing Agreement and Certification Report for the year ended December 31, 2017 relating to operations of the Treasury Funds and Justice Funds accounted for by the Task Force. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of the parties specified in the report and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

The specific agreed-upon procedures to be performed are outlined as follows:

1. We will obtain the Cash Internal Control Questionnaire from the Task Force. Any identified deficiencies in internal control will be reported.
2. We will obtain the Revenues, Receivables and Receipts Internal Control Questionnaire from the Task Force. Any identified deficiencies in internal control will be reported.
3. We will obtain the Expenditures (Expenses) for Goods and Services and Accounts Payable and Other Liabilities Internal Control Questionnaire from the Task Force. Any identified deficiencies in internal control will be reported.
4. We will obtain the Equitable Sharing Agreement and Certification Report (ESACR) from the Task Force for the year ended December 31, 2017.
5. We will obtain the Department of Justice Detail Distribution Report – CAR328 from the Task Force for the year ended December 31, 2017.

Item # 21

City of Cartersville, Georgia

July 31, 2018

Page 2

6. We will compare the amounts reported as revenues and expenditures reported in the ESACR for the fiscal year ended December 31, 2017 to the revenue and expenditures related to the treasury funds and to the justice funds in the Task Force's general ledger for the year ended December 31, 2017. Any identified differences will be reported.
7. We will inspect the date the ESACR is submitted to determine whether the ESACR was submitted within the required sixty (60) days of the Task Force's fiscal year end of December 31, 2017.
8. We will compare the amounts reported as cash distributions from the Department of Justice reported in the Department of Justice Detail Distribution Report - CAR328 for the fiscal year ended December 31, 2017 to the revenue related to the justice funds in the Task Force's general ledger for the year ended December 31, 2017. Any identified differences will be reported.
9. We will inquire of management the applicable bank accounts containing disbursements of the Treasury Funds and Justice Funds maintained by the Task Force.
10. We will obtain the monthly bank reconciliations and bank statements, for the bank accounts identified in step #9, for the fiscal year ending December 31, 2017.
11. We will compare the amounts reported as deposits and disbursements on the bank reconciliations and bank statements obtained in step #10 to the ESCAR for the fiscal year ended December 31, 2017.
12. We will obtain from the Task Force all check copies or ACH documentation and supporting invoices for a sample of disbursements made from the bank accounts identified in step #9 for the year ended December 31, 2017.
13. We will obtain from the Task Force all check copies or ACH documentation and supporting invoices for a sample of disbursements made from the bank accounts other than the bank accounts identified in step #9 for the year ended December 31, 2017.
14. We will obtain from the Task Force a listing of the types of expenditures permitted of the Treasury Funds and of the Justice Funds.
15. We will obtain from the Task Force a listing of the types of expenditures permitted by the Task Force.
16. We will obtain a listing of individuals authorized to approve invoices for Task Force purchases.
17. We will inspect the supporting invoices obtained in step #12 to determine if the invoices have documented approval as provided in step #16 certifying the expenditures were being made on allowable costs. Any identified exceptions will be reported.
18. We will inspect the supporting invoices obtained in step #13 to determine if the invoices have documented approval as provided in step #16 certifying the expenditures were being made on allowable costs. Any identified exceptions will be reported.
19. We will inspect the supporting invoices obtained in step #12 and compare those expenditures to the listing of permitted expenditures obtained in step #14. Any identified exceptions will be reported.

Item # 21

City of Cartersville, Georgia

July 31, 2018

Page 3

20. We will inspect the supporting invoices obtained in step #13 and compare those expenditures to the listing of permitted expenditures obtained in step #15. Any identified exceptions will be reported.
21. We will obtain a listing of individuals authorized to sign checks or authorize ACH transactions.
22. We will inspect the check copies or ACH documentation obtained in step #12 and compare the check signers to the listing of authorized individuals noted in step #21.
23. We will inspect the check copies or ACH documentation obtained in step #13 and compare the check signers to the listing of authorized individuals noted in step #21.
24. We will obtain from the Task Force a listing of all Treasury Funds and Justice Funds disbursements made to non-profit organizations and to individuals.
25. We will obtain from the Task Force the required Federal approval letter for all disbursements included in the listing obtained in step #24. We will report all disbursements obtained in step #24 that do not have the required Federal approval letter.

Because the agreed-upon procedures listed above do not constitute an examination or review, we will not express an opinion or conclusion on the Equitable Sharing Agreement and Certification Report. In addition, we have no obligation to perform any procedures beyond those listed above.

We plan to begin our procedures on approximately August 1, 2018 and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2018.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Council members and management of the City. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the Council members and management of the City, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. If circumstances occur relating to the condition of your records, the availability of evidence, or the existence of a significant risk of material misstatement of the subject matter caused by error or fraud, which in our professional judgment prevent us from completing the engagement or reporting findings on the subject matter or assertion, we retain the right to take any course of action permitted by professional standards, including declining to report findings or issue a report, or withdrawing from the engagement.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you and the Task Force any known and suspected fraud and noncompliance with laws or regulations affecting the Equitable Sharing Agreement and Certification Report that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the Equitable Sharing Agreement and Certification Report, we will disclose those matters in our report.

City of Cartersville, Georgia

July 31, 2018

Page 4

Bartow-Cartersville Drug Task Force is responsible for presentation of the Equitable Sharing Agreement and Certification Report for the year ended December 31, 2017 relating to operations of the Treasury Funds and Justice Funds accounted for by the Bartow-Cartersville Drug Task Force; and you are responsible for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for the City's purposes. We will request a written assertion about the operations of the Task Force and certain information included in the Equitable Sharing Agreement and Certification Report for the year ended December 31, 2017 relating to operations of the Treasury Funds and Justice Funds accounted for by the Task Force from the Task Force. If the Task Force refuses to provide a written assertion, we will disclose such refusal in our report. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you confirming, among other things, your responsibility for selecting the criteria and for determining such criteria are appropriate for your purposes. We will also request certain written representations in the form of a representation letter from the Task Force's management that, among other things, will confirm the Task Force's management's responsibility for operations of the Task Force and certain information included in the Equitable Sharing Agreement and Certification Report for the year ended December 31, 2017 relating to operations of the Treasury Funds and Justice Funds accounted for by the Task Force from the Task Force.

Adam M. Fraley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services is based on the time required by the individuals assigned to the engagement, plus direct expenses. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

City of Cartersville, Georgia
July 31, 2018
Page 5

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business

Thank you for this opportunity to be of assistance.

Sincerely,

MAULDIN & JENKINS, LLC



Adam M. Fraley

RESPONSE:

This letter correctly sets forth the understanding of City of Cartersville, Georgia.

By: _____

Title: _____

By: _____

Title: _____



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
Regions Bank Incumbency Certificate**

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	Regions Bank Corporate Trust, the leasepool holder, needs to have updated signatures on file for our new City Manager. The attached document will be used to update the master file for the leasepool as instructed by Regions Bank. I am asking for Council's approval for the Mayor to sign the incumbency certificate for Regions Bank Corporate Trust.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

INCUMBENCY CERTIFICATE

To: Regions Bank Corporate Trust
1180 West Peachtree Street, Suite 1200
Atlanta, Georgia 30309

Re: City of Cartersville

In conjunction with accounts administered in your Corporate Trust department, I hereby certify that the following persons are authorized to give instructions and directions on behalf of the above referenced issue:

Tamara W. Brock
Name


Authorized Signature

770-607-2111
Phone number

City Manager
Title

Daniel T. Porta
Name


Authorized Signature

770-387-5672
Phone number

Assistant City Manager
Title

Thomas C. Rhinehart
Name


Authorized Signature

770-387-5615
Phone number

Finance Director
Title

Meredith Ulmer
Name


Authorized Signature

770-387-5606
Phone number

City Clerk
Title

Item # 22

Renee Faunce
Name

Renee Faunce
Authorized Signature

770-387-5618
Phone number

Accountant
Title

I further certify that the signatures opposite the names of such authorized persons are their correct signatures and that I am authorized to make this certification.

Date

Certifying Signature

Corporate Title or Capacity

(Signature of Head of Governing Authority)

(Please Print or Type - Head of Governing Authority)

(Title)

Sworn to and subscribed before me this 16th day of August 2018.

(Notary Public)

Item # 22



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
City School System 2018 Millage Rate Set at 15.674 Mills**

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	The Cartersville City School Board has approved the rollback rate of 15.674 mills for the 2018 property tax rate. The City Council approves the school board's rate for City residents where all of the property taxes collected are used by the Cartersville City School System. I recommend the approval of the Cartersville City School System property tax millage rate of 15.674 mills for 2018.
City Manager's Remarks:	Your approval of this millage rate for the Cartersville City Schools is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2018

COUNTY **BARTOW** TAXING JURISDICTION **CARTERSVILLE SCHOOLS**
 2nd PRELIMINARY 2nd PRELIMINARY

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2017 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2018 DIGEST
REAL	719,627,034	30,843,934	8,882,361	759,353,329
PERSONAL	289,931,604		30,027,288	319,958,892
MOTOR VEHICLES	16,342,900		-3,496,620	12,846,280
MOBILE HOMES	16,348		10,114	26,462
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	66,798		-20,951	45,847
GROSS DIGEST	1,025,984,684	30,843,934	35,402,192	1,092,230,810
EXEMPTIONS	113,094,648	0	15,688,050	128,782,698
NET DIGEST	912,890,036	30,843,934	19,714,142	963,448,112
FLPA Reimbursement Value	0		0	# 0
Adjusted NET DIGEST	912,890,036	30,843,934	19,714,142	963,448,112
	(PYD)	(RVA)	(NAG)	(CYD)
2017 MILLAGE RATE >>>	16.192	2018 PROPOSED MILLAGE RATE >>>	15.674	

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2017 Net Digest	PYD	912,890,036	
Net Value Added-Reassessment of Existing Real Property	RVA	30,843,934	
Other Net Changes to Taxable Digest	NAG	19,714,142	
2018 Net Digest	CYD	963,448,112	(PYD+RVA+NAG)
2017 Millage Rate	PYM	16.192	
Millage Equivalent of Reassessed Value Added	ME	0.518	(RVA/CYD) * PYM
Rollback Millage Rate for 2018	RR	15.674	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2018 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	15.674
	2018 Millage Rate	15.674
	Percentage Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2018 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2018 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2018 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2018 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party Title Date

**CITY OF CARTERSVILLE SCHOOL SYSTEM
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville School System for fiscal year 2019 will be established at the Council meeting on August 16, 2018 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2018 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the operations of the city school system.

Current 2018 Tax Digest and 5-Year History of Levy

City School System Digest and Levy	2013	2014	2015	2016	2017	Preliminary 2018
Real & Personal	\$822,121,509	\$849,366,154	\$934,100,631	\$944,873,489	\$999,637,827	\$1,068,762,487
Motor Vehicle	\$47,371,852	\$39,332,530	\$28,221,434	\$21,531,900	\$16,342,900	\$12,846,280
Mobile Homes	\$43,178	\$43,178	\$42,312	\$16,580	\$16,348	\$26,462
Timber - 100%	\$0	\$5,176	\$0	\$22,403	\$0	\$0
Heavy Duty Equipment	\$51,048	\$79,200	\$41,200	\$3,292	\$66,798	\$45,847
Public Utilities	\$10,310,714	\$10,833,821	\$9,837,474	\$11,762,499	\$9,920,811	\$10,549,734
Gross Digest	\$879,898,301	\$899,660,059	\$972,243,051	\$978,210,163	\$1,025,984,684	\$1,092,230,810
Less: M&O Exemptions	\$60,395,409	\$73,132,273	\$97,699,387	\$102,620,668	\$113,094,648	\$128,782,698
Net M&O Digest	\$819,502,892	\$826,527,786	\$874,543,664	\$875,589,495	\$912,890,036	\$963,448,112
M&O Millage	18.23	17.93	16.82	16.546	16.192	15.674
Dollars Generated	\$14,939,538	\$14,819,643	\$14,709,824	\$14,487,504	\$14,781,515	\$15,101,086
Total \$ Increase/(Decrease)	(\$963,568)	(\$119,895)	(\$109,819)	(\$222,321)	\$294,012	\$319,570
% Increase/Decrease(-)	-6.06%	-0.80%	-0.74%	-1.51%	2.03%	2.16%
Total Millage Rate	18.23	17.93	16.82	16.546	16.192	15.674

CARTERSVILLE SCHOOL BOARD

Millage Rate Levy to City Council of the City of Cartersville

MOTION for School Board approval:

The Cartersville School Board recommends to the City Council of the City of Cartersville the rollback millage rate of 15.668 mills to fund the school system's FY19 Budget, provided there is not significant change to the preliminary digest of \$953,804,406.

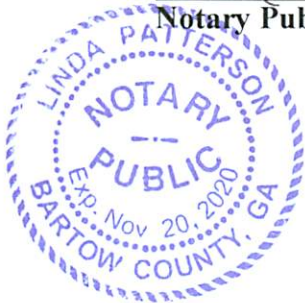
Recommendation passed by unanimous vote of the Cartersville School Board on July 9, 2018.

Linda Patterson

Notary Public

July 10, 2018

Date





City of Cartersville

City Council Meeting
8/16/2018 7:00:00 PM

Cartersville Business Improvement District 2018 Property Tax Millage Rate to Be Set at 2.21 Mills

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	The Cartersville Business Improvement District (BID) is made up of the Downtown Cartersville Business District. These businesses have been self-assessing a property tax over the past several years to raise funds for the downtown area. The Downtown Development Authority (DDA) works with local downtown businesses to use the funds to improve the downtown area. The DDA requests the Council's approval to use the rollback rate of 2.21 mills. I recommend approval of the Cartersville Business Improvement District property tax millage of 2.21 mills for 2018.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2018

COUNTY **BARTOW** TAXING JURISDICTION **DDA**
2 nd PRELIMINARY **2nd PRELIMINARY**

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2017 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2018 DIGEST
REAL	10,330,505	538,237	56,626	10,925,368
PERSONAL	756		-756	0
MOTOR VEHICLES			0	
MOBILE HOMES			0	
TIMBER -100%			0	
HEAVY DUTY EQUIP			0	
GROSS DIGEST	10,331,261	538,237	55,870	10,925,368
EXEMPTIONS	56,756	0	55,244	112,000
NET DIGEST	10,274,505	538,237	626	10,813,368
FLPA Reimbursement Value			0	
Adjusted NET DIGEST	10,274,505	538,237	626	10,813,368
	(PYD)	(RVA)	(NAG)	(CYD)
2017 MILLAGE RATE >>>	2.326	2018 PROPOSED MILLAGE RATE >>>	2.210	

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2017 Net Digest	PYD	10,274,505	
Net Value Added-Reassessment of Existing Real Property	RVA	538,237	
Other Net Changes to Taxable Digest	NAG	626	
2018 Net Digest	CYD	10,813,368	(PYD+RVA+NAG)
2017 Millage Rate	PYM	2.326	
Millage Equivalent of Reassessed Value Added	ME	0.116	(RVA/CYD) * PYM
Rollback Millage Rate for 2018	RR	2.210	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2018 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32 1(c) (2)	Rollback Millage Rate	2.210
	2018 Millage Rate	2.210
	Percentage Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2018 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2018 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

___ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2018 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

___ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2018 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party

Title

Date

**CARTERSVILLE DOWNTOWN DEVELOPMENT AUTHORITY
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the Cartersville Downtown Development Authority for fiscal year 2019 will be established at the Council meeting on August 16, 2018 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2018 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current years' tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the Cartersville Downtown Development Authority.

Current 2018 Tax Digest and 5-Year History of Levy						
	2013	2014	2015	2016	2017	Preliminary 2018
Downtown Development Authority Digest and Levy	\$9,062,880	\$8,927,401	\$9,260,040	\$9,260,040	\$10,331,261	\$10,925,368
Real & Personal						
Motor Vehicle						
Mobile Homes						
Timber - 100%						
Heavy Duty Equipment						
Public Utilities						
Gross Digest	\$9,062,880	\$8,927,401	\$9,260,040	\$9,260,040	\$10,331,261	\$10,925,368
Less: M&O Exemptions	\$15,000	\$20,000	\$43,000	\$28,000	\$56,756	\$112,000
Net M&O Digest	\$9,047,880	\$8,907,401	\$9,217,040	\$9,232,040	\$10,274,505	\$10,813,368
M&O Millage	2.50	2.50	2.42	2.3680	2.3260	2.2100
Dollars Generated	\$22,620	\$22,269	\$22,305	\$21,861	\$23,898	\$23,898
Total \$ Increase/(Decrease)	(\$2,136)	(\$351)	\$37	(\$444)	\$2,037	(\$1)
% Increase/Decrease(-)	-8.63%	-1.55%	0.16%	-1.99%	9.32%	0.00%
Total Millage Rate	2.50	2.50	2.42	2.3680	2.3260	2.2100



City of Cartersville

City Council Meeting
8/16/2018 7:00:00 PM

City of Cartersville M&O Property Tax Millage Rate to Be Set at 2.259 Mills

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	The property taxes received from the Cartersville M&O property tax collections are used for the general city government operations which include police, fire, recreation, public works, etc. The proposed millage rate of 2.259 mills is the rollback rate. I recommend approval of the Cartersville M&O property tax millage rate of 2.259 mills for 2018.
City Manager's Remarks:	Your approval of the Cartersville M&O for 2.259 mills is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2018

COUNTY BARTOW TAXING JURISDICTION CARTERSVILLE M&O
 2nd PRELIMINARY 2nd PRELIMINARY

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2017 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2018 DIGEST
REAL	719,627,034	30,843,934	8,814,977	759,285,945
PERSONAL	289,931,604		30,740,684	320,672,288
MOTOR VEHICLES	16,342,900		-3,496,620	12,846,280
MOBILE HOMES	16,348		10,114	26,462
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	66,798		-20,951	45,847
GROSS DIGEST	1,025,984,684	30,843,934	36,048,204	1,092,876,822
EXEMPTIONS	77,428,558	0	14,978,076	92,406,634
NET DIGEST	948,556,126	30,843,934	21,070,128	1,000,470,188
FLPA Reimbursement Value	0		0	0
Adjusted NET DIGEST	948,556,126	30,843,934	21,070,128	1,000,470,188
	(PYD)	(RVA)	(NAG)	(CYD)
2017 MILLAGE RATE >>>	2.331	2018 PROPOSED MILLAGE RATE >>>	2.259	2.259

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2017 Net Digest	PYD	948,556,126	
Net Value Added-Reassessment of Existing Real Property	RVA	30,843,934	
Other Net Changes to Taxable Digest	NAG	21,070,128	
2018 Net Digest	CYD	1,000,470,188	(PYD+RVA+NAG)
2017 Millage Rate	PYM	2.331	
Millage Equivalent of Reassessed Value Added	ME	0.072	(RVA/CYD) * PYM
Rollback Millage Rate for 2018	RR	2.259	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2018 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	2.259
	2018 Millage Rate	2.259
	Percentage Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2018 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2018 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2018 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2018 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

 Signature of Responsible Party Title Date

**CITY OF CARTERSVILLE M & O
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville for fiscal year 2019 will be established at the Council meeting on August 16, 2018 at 7:00 p.m. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2018 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the operations of the city government.

Current 2018 Tax Digest and 5-Year History of Levy

	2013	2014	2015	2016	2017	Preliminary 2018
City Digest and Levy						
Real & Personal	\$822,121,509	\$860,199,975	\$943,938,105	\$944,870,489	\$999,637,827	\$1,069,408,499
Motor Vehicle	\$47,371,852	\$39,332,530	\$28,221,434	\$21,531,900	\$16,342,900	\$12,846,280
Mobile Homes	\$43,178	\$43,178	\$42,312	\$16,580	\$16,348	\$26,462
Timber - 100%	\$0	\$5,176	\$0	\$22,403	\$0	\$0
Heavy Duty Equipment	\$51,048	\$79,200	\$41,200	\$3,292	\$66,798	\$45,847
Public Utilities	\$10,310,714	\$10,833,821	\$9,837,474	\$11,762,499	\$9,920,811	\$10,549,734
Gross Digest	\$879,898,301	\$910,493,880	\$982,080,525	\$978,207,163	\$1,025,984,684	\$1,092,876,822
Less: M&O Exemptions	\$60,395,409	\$40,184,393	\$64,497,507	\$67,593,828	\$77,428,558	\$92,406,634
Net M&O Digest	\$819,502,892	\$870,309,487	\$917,583,018	\$910,613,335	\$948,556,126	\$1,000,470,188
M&O Millage	1.38	1.38	1.38	2.38	2.3310	2.2590
Dollars Generated	\$1,130,914	\$1,201,027	\$1,266,265	\$2,167,260	\$2,211,084	\$2,260,062
Total \$ Increase/(Decrease)	(\$25,315)	\$70,113	\$65,237	\$900,995	\$43,825	\$48,978
% Increase/Decrease(-)	-1.99%	6.20%	5.43%	71.15%	2.02%	2.22%
Total Millage Rate	1.38	1.38	1.38	2.38	2.3310	2.2590



City of Cartersville

City Council Meeting
8/16/2018 7:00:00 PM

Cartersville GO Recreation Bond 2018 Property Tax Millage Rate to Be Set at 0.969 Mills

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	<p>The citizens of Cartersville approved a referendum in November 2014 authorizing the city to issue bonds to be used to pay for renovations and improvements to the parks and recreation buildings and properties. The bonds were issued with a ten-year payback period. In order to make the scheduled bond payments, the city is assessing a property tax millage of 0.969 mills for 2018, and it was also approved by the citizens. The millage rate will fluctuate over the ten-year payback period and will need to be set with a millage rate large enough to cover the semi-annual bond payments. I recommend approval of the Cartersville GO Parks and Recreation Bond tax millage rate of 0.969 mills for 2018.</p>
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2018

COUNTY **BARTOW** TAXING JURISDICTION **PARKS & RECREATION BOND**
 2nd PRELIMINARY 2nd PRELIMINARY

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2017 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2018 DIGEST
REAL	719,627,034	30,843,934	8,814,977	759,285,945
PERSONAL	289,931,604		30,740,684	320,672,288
MOTOR VEHICLES	16,342,900		-3,496,620	12,846,280
MOBILE HOMES	16,348		10,114	26,462
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	66,798		-20,951	45,847
GROSS DIGEST	1,025,984,684	30,843,934	36,048,204	1,092,876,822
EXEMPTIONS	77,428,558	0	14,978,076	92,406,634
NET DIGEST	948,556,126	30,843,934	21,070,128	1,000,470,188
FLPA Reimbursement Value	0		0	0
Adjusted NET DIGEST	948,556,126	30,843,934	21,070,128	1,000,470,188
	(PYD)	(RVA)	(NAG)	(CYD)
2017 MILLAGE RATE >>>	1.000	2018 PROPOSED MILLAGE RATE >>>	0.969	

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2017 Net Digest	PYD	948,556,126	
Net Value Added-Reassessment of Existing Real Property	RVA	30,843,934	
Other Net Changes to Taxable Digest	NAG	21,070,128	
2018 Net Digest	CYD	1,000,470,188	(PYD+RVA+NAG)
2017 Millage Rate	PYM	1.000	
Millage Equivalent of Reassessed Value Added	ME	0.031	(RVA/CYD) * PYM
Rollback Millage Rate for 2018	RR	0.969	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2018 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	0.969
	2018 Millage Rate	0.969
	Percentage Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2018 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2018 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

___ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2018 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

___ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2018 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party

Title

Date

**CITY OF CARTERSVILLE GO PARKS AND RECREATION BOND
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the GO Parks & Recreation Bond millage rate for the fiscal year 2019 will be established at the Council meeting on August 16, 2018 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2018 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the debt payment for the GO Parks and Recreation Bond.

Current 2018 Tax Digest and 5-Year History of Levy

	2013	2014	2015	2016	2017	Preliminary 2018
Parks and Recreation Digest and Levy						
Real & Personal	\$934,100,631	\$944,870,489	\$999,637,827	\$1,069,408,499	\$1,069,408,499	\$1,069,408,499
Motor Vehicle	\$28,221,434	\$21,531,900	\$16,342,900	\$16,342,900	\$16,342,900	\$12,846,280
Mobile Homes	\$42,312	\$16,580	\$16,348	\$16,348	\$16,348	\$26,462
Timber - 100%	\$0	\$22,403	\$0	\$0	\$0	\$0
Heavy Duty Equipment	\$41,200	\$3,292	\$66,798	\$66,798	\$66,798	\$45,847
Public Utilities	\$9,837,474	\$11,762,499	\$9,920,811	\$9,920,811	\$9,920,811	\$10,549,734
Gross Digest	\$972,243,051	\$978,207,163	\$1,025,984,684	\$1,025,984,684	\$1,025,984,684	\$1,092,876,822
Less: M&O Exemptions	\$64,497,507	\$67,593,828	\$77,428,558	\$77,428,558	\$77,428,558	\$92,406,634
Net M&O Digest	\$907,745,544	\$910,613,335	\$948,556,126	\$948,556,126	\$948,556,126	\$1,000,470,188
M&O Millage	1.1000	1.0830	1.0000	1.0000	1.0000	0.9690
Dollars Generated	\$998,520	\$986,194	\$948,556	\$948,556	\$948,556	\$969,456
Total \$ Increase/(Decrease)	\$998,520	(\$12,326)	(\$37,638)	(\$37,638)	(\$37,638)	\$20,899
% Increase/Decrease(-)	0.00%	0.00%	0.00%	0.00%	0.00%	2.20%
Total Millage Rate	1.1000	1.0830	1.0000	1.0000	1.0000	0.9690



City of Cartersville

**City Council Meeting
8/16/2018 7:00:00 PM
June 2018 Financial Report**

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for June 2018. These are completed on a cash basis and are unaudited. The financial reports will change when the fiscal year-end close is completed.
City Manager's Remarks:	Tom R will present this information at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of June 30, 2018

L2 # and Description	FY 2016-17	FY 2017-18	FY 2016-17	FY 2017-18	100.00% OF BUDGET (Year to Date)
	MONTH OF June-17	MONTH OF June-18	Year to Date June-17	Year to Date June-18	
GENERAL FUND <i>excluding SPOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,486,209	\$1,625,163	\$22,842,747	\$23,281,352	97.05%
EXPENDITURE	\$1,721,884	\$2,198,912	\$22,348,989	\$23,839,056	99.37%
Gen. Fund Net Profit (Loss)	(\$235,675)	(\$573,749)	\$493,758	(\$557,704)	
WATER & SEWER					
REVENUE	\$1,617,282	\$1,643,026	\$18,191,622	\$19,044,523	69.21%
EXPENDITURE	\$1,690,519	\$6,702,966	\$14,102,742	\$20,446,916	74.31%
Wtr. & Swr. Fund Net Profit (Loss)	(\$73,237)	(\$5,059,940)	\$4,088,880	(\$1,402,393)	
GAS					
REVENUE	\$1,550,358	\$1,487,470	\$21,929,280	\$23,924,854	69.88%
EXPENDITURES	\$4,711,008	\$2,318,982	\$23,772,152	\$23,502,795	68.65%
Gas Fund Net Profit (Loss)	(\$3,160,650)	(\$831,512)	(\$1,842,872)	\$422,059	
ELECTRIC					
REVENUE	\$4,054,011	\$4,101,595	\$48,557,229	\$46,558,019	95.39%
EXPENDITURES	\$4,210,983	\$3,893,286	\$46,206,409	\$46,273,281	94.81%
Electric Fund Net Profit (Loss)	(\$156,972)	\$208,309	\$2,350,820	\$284,738	
STORMWATER					
REVENUE	\$125,971	\$123,636	\$1,462,739	\$1,526,281	84.33%
EXPENDITURE	\$124,997	\$105,190	\$1,389,005	\$1,327,247	73.34%
Stormwater Fund Net Profit (Loss)	\$974	\$18,446	\$73,734	\$199,034	
SOLID WASTE					
REVENUE	\$199,751	\$201,917	\$2,532,382	\$2,735,330	100.67%
EXPENDITURE	\$192,923	\$190,267	\$2,377,333	\$2,669,799	98.26%
Solid Waste Fund Net Profit (Loss)	\$6,828	\$11,650	\$155,049	\$65,531	
FIBER OPTICS					
REVENUE	\$163,061	\$179,153	\$2,093,109	\$2,289,096	96.95%
EXPENDITURE	\$225,945	\$261,886	\$1,749,719	\$2,256,827	95.58%
Fiber Fund Net Profit (Loss)	(\$62,884)	(\$82,733)	\$343,390	\$32,269	

	Description	6/30/2018	FY 2018 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$23,281,352	\$23,989,490	97.05%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,523,928	\$2,515,260	100.34%
	Local Option Sales Tax (LOST)	\$3,998,888	\$3,715,575	107.63%
	Other Taxes	\$8,346,989	\$8,314,455	100.39%
	Building Permit & Inspection Fees	\$348,170	\$390,000	89.27%
	Fines and Forfeitures	\$509,232	\$510,000	99.85%
	Operating Transfers In-City Utilities	\$3,363,854	\$3,394,605	99.09%
	Other Revenues	\$4,190,291	\$5,149,595	81.37%
	Total Expenditures	\$23,839,057	\$23,989,490	99.37%
	Personnel Expenses	\$16,380,420	\$16,639,165	98.44%
	Operating Expenses	\$6,098,310	\$6,030,125	101.13%
	Capital Expenses	\$904,627	\$864,500	104.64%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
Library Appropriations	\$455,700	\$455,700	100.00%	
Water & Sewer Fund	Total Revenues	\$19,044,523	\$27,517,245	69.21%
	Water Sales	\$11,908,968	\$11,411,280	104.36%
	Sewer Sales	\$6,391,692	\$6,120,000	104.44%
	Bond Proceeds	\$0	\$6,500,000	0.00%
	Use of Reserves	\$0	\$1,800,000	0.00%
	Prior Year Capacity Fees	\$0	\$960,000	0.00%
	Other Revenues	\$743,863	\$725,965	102.47%
	Total Expenditures	\$20,446,915	\$27,517,245	74.31%
	Personnel Expenses	\$3,448,095	\$3,611,665	95.47%
	Operating Expenses	\$3,202,827	\$3,986,875	80.33%
Capital Expenses	\$8,645,149	\$14,022,500	61.65%	
Transfer To General Fund	\$2,077,820	\$2,077,820	100.00%	
Debt Payments	\$3,073,024	\$3,818,385	80.48%	
Gas Fund	Total Revenues	\$23,924,854	\$34,235,980	69.88%
	Gas Sales	\$21,604,918	\$19,132,210	112.92%
	Gas Commodity Charge	\$1,511,266	\$1,300,000	116.25%
	Bond Proceeds	\$0	\$6,260,050	0.00%
	Proceeds from Capital Leases	\$57,879	\$130,550	44.33%
	Other Revenues	\$750,791	\$2,985,500	25.15%
	Use of Reserves	\$0	\$4,427,670	0.00%
	Total Expenses	\$23,502,795	\$34,235,980	68.65%
	Personnel Expenses	\$1,991,706	\$2,139,150	93.11%
	Operating Expenses	\$1,455,828	\$2,216,860	65.67%
Purchase of Natural Gas	\$14,877,259	\$15,827,025	94.00%	
Transfer to General Fund	\$3,070,825	\$3,070,825	100.00%	
Capital Expenses	\$2,107,177	\$10,982,120	19.19%	

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	Description	6/30/2018	FY 2018 Budget	% of Monthly Totals to Budget	
Electric Fund	Total Revenues	\$46,558,019	\$48,806,080	95.39%	
	Electric Sales	\$45,129,187	\$47,372,640	95.26%	
	Other Revenues	\$1,428,832	\$1,433,440	99.68%	
	Total Expenses	\$46,273,281	\$48,806,080	94.81%	
	Personnel Expenses	\$2,415,604	\$2,386,115	101.24%	
	Operating Expenses	\$1,446,762	\$1,480,220	97.74%	
	Purchase of Electricity	\$39,185,025	\$40,793,510	96.06%	
	Capital Expenses	\$545,250	\$1,465,595	37.20%	
	Transfer to General Fund	\$2,680,640	\$2,680,640	100.00%	
	Stormwater Fund	Total Revenues	\$1,526,281	\$1,809,815	84.33%
Stormwater Revenues		\$1,470,170	\$1,433,815	102.54%	
Mitigation Grant Revenue		\$0	\$0	#DIV/0!	
Other Revenues		\$24,570	\$60,000	40.95%	
Proceeds from Capital Leases		\$31,541	\$0	#DIV/0!	
Use of Reserves		\$0	\$316,000	0.00%	
Stormwater Improvement Funds		\$0	\$0	#DIV/0!	
Total Expenses		\$1,327,247	\$1,809,815	73.34%	
Personnel Expenses		\$727,229	\$815,695	89.15%	
Operating Expenses		\$559,395	\$560,045	99.88%	
Capital Expenses	\$40,623	\$434,075	9.36%		
Solid Waste Fund	Total Revenues	\$2,735,330	\$2,717,135	100.67%	
	Refuse Collections Revenues	\$2,434,289	\$2,277,940	106.86%	
	Other Revenues	\$58,411	\$65,195	89.59%	
	Proceeds From Capital Leases	\$242,630	\$374,000	64.87%	
	Total Expenses	\$2,669,799	\$2,717,135	98.26%	
	Personnel Expenses	\$1,064,095	\$1,103,445	96.43%	
	Operating Expenses	\$1,363,074	\$1,239,690	109.95%	
	Capital Expenses	\$242,630	\$374,000	64.87%	
	Fiber Optics Fund	Total Revenues	\$2,289,096	\$2,361,120	96.95%
		Fiber Optics Revenues	\$1,920,363	\$1,812,665	105.94%
GIS Revenues		\$107,050	\$106,800	100.23%	
Proceeds from Capital Leases		\$0	\$350,000	0.00%	
Other Revenues		\$261,683	\$91,655	285.51%	
Total Expenses		\$2,256,827	\$2,361,120	95.58%	
Personnel Expenses		\$688,378	\$709,765	96.99%	
Operating Expenses		\$858,910	\$878,855	97.73%	
MEAG Telecom Statewide Pymt		\$8,607	\$9,500	0.00%	
Debt Payment		\$0	\$64,000	0.00%	
Capital Expenses	\$700,932	\$699,000	100.28%		

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Cash Position	6/30/17	7/31/17	8/31/17	9/30/17	10/31/17	11/30/17	12/31/17
Total Unrestricted Cash Balance	\$30,209,931.06	\$28,628,880.71	\$28,022,534.61	\$28,984,930.22	\$29,799,794.83	\$29,463,014.42	\$28,718,862.88
Total Restricted Cash Balance	\$66,565,078.82	\$66,221,750.22	\$65,840,176.39	\$66,730,823.55	\$67,630,476.61	\$80,028,695.58	\$80,028,695.58
Cash Position		1/31/18	2/28/18	3/31/18	4/30/18	5/31/18	6/30/18
Total Unrestricted Cash Balance		\$30,714,407.81	\$31,933,293.01	\$33,524,480.13	\$32,471,010.77	\$33,178,729.87	\$26,391,292.22
Total Restricted Cash Balance		\$79,682,123.07	\$77,954,076.57	\$76,129,883.49	\$77,178,518.83	\$77,299,587.71	\$131,257,694.66

Highlights for the Month of May 2018:

Unrestricted cash decreased in the general fund, the water fund, and the electric fund.

Restricted cash decreased due to decreased cash in the pension fund, debt service fund, GO Parks & Recreation Fund. However, the overall total of the restricted accounts did increase due to the water and sewer bond closing taking place in June 2018. This is a preliminary report as not all year-end entries have been made.