

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

COUNCILPERSONS:

Matt Santini – Mayor Dianne Tate – Mayor Pro Tem Kari Hodge Calvin Cooley Taff Wren Jayce Stepp Louis Tonsmeire, Sr. AGENDA Council Chamber, Third Floor of City Hall– 7:00 PM – 8/17/2017 Work Session – 6:00 PM CITY MANAGER: Sam Grove

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 3, 2017 (Pages 1 - 11)

Attachments

B. Appointments

1. Historic Preservation Commission (Pages 12 - 14)

Attachments

C. Proclamations

Tallatoona CAP Proclamation (Pages 15 - 16)
 <u>Attachments</u>

D. First Reading of Ordinances

1. Brew Pubs (Pages 17 - 20) Attachments

E. Contracts/Agreements

1. Carter Street Property to Bartow County (Pages 21 - 25)

Attachments

- City to Land Bank Transaction (Pages 26 28)
 <u>Attachments</u>
- Sell of Surplus Line Truck (Pages 29 34)
 <u>Attachments</u>
- 4. SRCS Agreement (Pages 35 40) <u>Attachments</u>
- Annual Firefighter Physicals (Pages 41 49)
 <u>Attachments</u>
- Dellinger Park Scoreboard Sponsorship (Pages 50 55) <u>Attachments</u>

F. Bid Award/Purchases

- Dellinger Park Decorative Concrete Security Light Poles (Pages 56 57) <u>Attachments</u>
- 2. Recreation Work Van Purchase (Pages 58 62) Attachments
- 3. IT Server Cabinets (Pages 63 66) Attachments
- 4. Cisco Router (Pages 67 69) <u>Attachments</u>
- 5. Audio/Video Storage Server (Page 70) Attachments
- Patrol and CID Vehicles (Pages 71 72) <u>Attachments</u>

G. Monthly Financial Statement

1. June 2017 Financial Report (Pages 73 - 77)

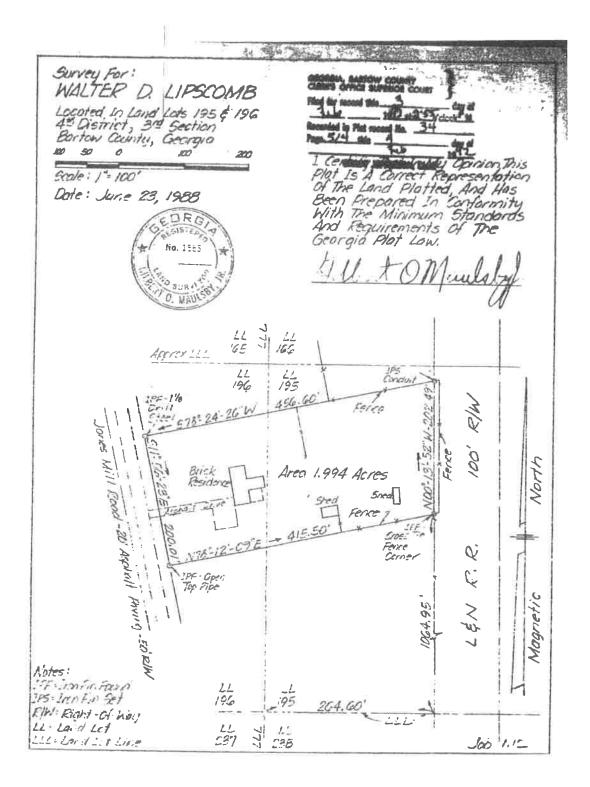
Attachments

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 Council Meeting 8/17/2017 7:00:00 PM August 3, 2017

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	The minutes have been uploaded for your review.
City Manager's Remarks:	Your approval of the minutes from the August 3, 2017 City Council meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



C. P.

City Council Meeting 10 N. Public Square Council Meeting 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire.

Pledge of Allegiance led by Council Member Wren.

The City Council met in Regular Session with Dianne Tate, Mayor Pro-Tem presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Calvin Cooley Council Member Ward Four; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. July 20, 2017 City Council Minutes

A motion to approve the July 20, 2017 City Council Meeting Minutes as presented was made by Council Member Wren and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0.

B. Second Reading of Ordinances

1. Business Improvement District Ordinance

Lillie Read, Downtown Development Authority Manager came forward and stated the City Council has previously reviewed the Downtown Development Authority Board's request to create a Business Improvement District (BID). This is actually a continuation of the existing BID, however, with changes in the State law, the City had to go through several steps before getting to the BID ordinance which is being presented in this agenda. This is the first reading of the ordinance and the DDA Board requests that the City Council approve this ordinance creating the BID.

A motion to approve the Business Improvement District Ordinance was made by Council Member Tonsmeire and seconded by Council Member Cooley. Motion carried unanimously. Vote 5-0.

Ordinance

of the

City of Cartersville, Georgia

WHEREAS, on the <u>15th</u> day of <u>June</u>, 2017, the Cartersville Downtown Development Authority ("Authority") submitted a Petition signed by <u>62.7%</u> percent of the owners of taxable property in the proposed district to the Mayor and City Council of the City of Cartersville, to adopt a Business Improvement District, pursuant to the requirements of O.C.G.A. § 36-43-5;

WHEREAS, the Authority submitted with said Petition, a Boundary Legal Description, Map, and District Plan, also referred to as the Management Plan;

WHEREAS, the Mayor and City Council forwarded the Petition, District Plan, and Map to Staff to review;

WHEREAS, Staff concluded a review of their numbers on the <u>6th</u> day of <u>July</u>, 2017, and submitted their comments to the Council in writing;

WHEREAS, after Staff comments were submitted, a legal ad was published in the legal organ of Bartow County, on the <u>22nd</u> day of <u>June</u>, 2017, advertising a public hearing to be held at least ten (10) days prior to the public hearing, said date of such public hearing being the <u>6th</u> day of <u>July</u>, 2017;

WHEREAS, after consideration of Staff's comments, the Mayor and City Council will hold a first reading on the <u>20th</u> day of <u>July</u>, 2017, and a second reading on the <u>3rd</u> day of <u>August</u>, 2017, to consider the adoption of the following Ordinance.

Ordinance No. 25-17

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby created by adding the following to <u>CHAPTER 10. LICENSES, TAXATION AND</u> <u>MISCELLANEOUS BUSINESS REGULATIONS, ARTICLE XVI. BUSINESS</u> <u>IMPROVEMENT DISTRICT IS HEREBY CREATED AS FOLLOWS</u>:

ARTICLE XVI – Business Improvement District

Section 10-581. - Findings

OCGA § 36-43-1 et seq. authorizes municipalities to establish city business improvement districts for the purpose of providing supplemental service to such districts by imposing assessments on property and collecting business license surcharges. The city has received a petition requesting the renewal and modification of the Business Improvement District originally created in 2006, from property owners representing more than 51 percent of the total property value in proposed district.

Section 10-582. - Creation of Business Improvement District; adoption of district plan; management of plan; amendments.

(a) There is hereby created a business improvement district in Cartersville, Georgia (the "District"). The legal boundaries of the District shall be set forth on an official map (the "Business Improvement District Map") which is a part of an official plan for the District (the "District Plan"). A copy of the Business Improvement District Map shall remain on file and available for inspection in the office of the City Clerk of the City of Cartersville, the Bartow County Tax Commissioner and the City of Cartersville Downtown Development Authority. The Business Improvement District Map attached hereto as a part of Exhibit A is hereby adopted and made a part of this chapter.

(b) The District Plan, also known as the Management Plan, attached hereto as Exhibit B, is hereby adopted and made a part of this ordinance. A copy of the District Plan shall remain on file and available for inspection in the office of the Cartersville Downtown Development Authority and the City Clerk of the City of Cartersville.

(c) The District Plan may be amended from time to time by the City Council by adopting an official amendment to this ordinance. The District Plan must set forth, at a minimum, the following:

- (1) The Business Improvement District Map;
- (2) A description of the boundaries of the District;
- (3) The maximum millage rate, if any, to be levied in the District;
- (4) The proposed time for implementation and completion of the District Plan;

(5) Design and rehabilitation standards, if any, to be applied to buildings and structures within the District;

(6) The maximum surcharge, if any, to be levied on existing businesses and occupations within the District;

- (7) The supplemental services to be provided within the District;
- (8) Any other rules and regulations applicable to the District;
- (9) The method of management of the District.

(d) The Business Improvement District shall be managed by the Downtown Development Authority for the City of Cartersville. The Downtown Development Authority shall submit an annual financial statement to the City of Cartersville City Council for review and publication.

Section 10-583. - Supplemental services

(a) Supplemental services provided in the District pursuant to the District Plan shall commence on the <u>3rd</u> day of <u>August</u>, 2017, and the District shall terminate on June 30, 2022, unless renewed by ordinance.

(b) The level of services presently provided to the District by the city will continue to be provided at the same level as before the District was created. It is the intent of the

city that the provision of supplemental services within the District shall not reduce or otherwise replace existing services provided by the city.

Section 10-584. - Separation of funds.

Funds collected within the District under this article shall not be used for any other purpose other than those set forth in the District Plan.

Section 10-585. – Utilization.

All funds raised pursuant to the special tax district created in this division shall be used for such purposes as provided for in the District Plan and as the City of Cartersville and Cartersville Downtown Development Authority deem beneficial to the district, including but not limited to the construction and maintenance of road and streets, including curbs, sidewalks, streetlights and devises to control the flow of traffic, parks, recreational areas, programs and facilities, parking facilities, and urban development and revitalization programs. Further, the City is specifically empowered to contract with the Cartersville Downtown Development Authority to provide these services in return for the funds being generated by the special tax district created in this division.

Section 10-586-10-589 Reserved.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING:

SECOND READING:

MATTHEW J. SANTINI, MAYOR

ATTEST: ______ MEREDITH ULMER, CITY CLERK

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

1. AZ17-02: Annexation at 945 Jones Mill Road

Randy Mannino, Planning and Development Director presented an annexation and zoning application by James and Donna Green, owner, for property located at 945 Jones Mill Road, Land Lot 196, 4th district, 3rd section. Zoning A-1 to R-20, Single family residential. Approximately 1.99 acres.

Mr. Mannino stated all proper notification had been administered and to his knowledge there was no issues stated by other departments, and he had received no local complaints. In addition, Mr. Mannino stated that except for a new storm water fee, there would be no changes to utilities as the applicant currently receives their utility services from Georgia Power, the City or County.

Mayor Pro-Tem Tate opened the floor for a public hearing in regards to zoning and Mr. Randy Green, the applicant, came forward and spoke for the application. With no one else coming forward Mayor Pro-Tem Tate closed the public hearing.

Mayor Pro-Tem Tate then opened the public floor for a public hearing in regards to annexation and no one came forward to speak for or against the annexation of 945 Jones Mill Road. The public hearing closed.

A motion to approve the annexation was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

A motion to approve the zoning was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote 5-0.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 26-17

Petition No. AZ17-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by James and Donna Green. Property is located at 945 Jones Mill Road. Said property contains 1.994 acres located in the 4th District, 3rd Section, Land Lot 196 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of July 2017 ADOPTED this the 3rd day of August 2017, Second Reading.

/s/

Matthew J. Santini Mayor

ATTEST:

/s/

Meredith Ulmer City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 27-17

Petition No. AZ17-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by James and Donna Green. Property is located 945 Jones Mill Road. Said property contains 1.994 acres located in the 4th District, 3rd Section, Land Lot 196 as shown on the attached plat Exhibit "A". Property is hereby rezoned from County A-1 (Agriculture) to City R-20 (Single-Family Residential). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of July 2017. ADOPTED this the 3rd day of August 2017 Second Reading.

/s/

Matthew J. Santini Mayor

ATTEST:

/s/____ Mon

Meredith Ulmer City Clerk

D. Engineering Services

1. Impaired Waters Plan/Monitoring and Implementation Plan

Tommy Sanders, Public Works Director stated the City of Cartersville MS4 permit requires the City to provide the Environmental Protection Division (EPD) with an Impaired Waters Plan and Monitoring and Implementation Plan by February of 2018. This Plan will identify impaired waters within our MS4 or one linear mile downstream of our MS4 outfalls. Within these impaired waters, the Pollutant of Concern will be identified and a monitoring and implementation plan will be proposed. Rindt-McDuff is proposing to perform the professional services to address these requirements for a lump sum cost of \$14,620.00.

These professional services are budgeted. Mr. Sanders stated this agreement is recommended for approval.

A motion to approve Impaired Waters Plan/Monitoring and Implementation Plan was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

E. Contracts/Agreements

1. Annual EPD Water Testing Contract

Bob Jones, Water Department Head stated he would like to request approval for payment for an invoice that covers water quality testing that was performed by the Department of Natural Resources – Drinking Water Program. The State laboratory has performed this testing for the City annually for years. The annual fee is the same as last year: \$9,200.00. This fee is cheaper than contracting the same analyses with a private lab and has the added benefit of being 100% method compliant for regulatory purposes. Mr. Jones recommended approval of this contract with the State of Georgia. Mr. Jones stated the funds would be coming from the operating revenue account: Other Services and Fees.

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

F. Bid Award/Purchases

1. Subsequent Injury Trust Fund Assessment

Dan Porta, Assistant City Manager stated since 2007, the City has been self-insured for our workers compensation insurance coverage. As part of being self-insured, the State requires payment into a subsequent injury trust fund that is based on our prior years workers compensation claims. The annual assessment that is due at this time is \$8,230.21 and Mr. Porta recommended approval of this payment.

A motion to approve the payment of the Subsequent Injury Trust Fund Assessment was made by Council Member Wren and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0.

2. Cable Purchase for Georgia Highlands Expansion Project

Don Hassebrock, Electric Department Head stated the Electric Department needs to order cable for the new building at Georgia Highlands and for other upcoming projects. Electric Cities of Georgia (ECG) has bid out and has awarded the cable purchases to Stuart Irby Company in Kennesaw, GA. The price for the 15,000 feet of cable needed is \$34,650. Mr. Hassebrock stated the Electric Department had budgeted for the cable purchase in the Capital Budget for Fiscal Year 2017-2018. Mr. Hassebrock recommended that Council approve the purchase of cable from IRBY for \$34,650.

A motion to approve the Cable Purchase for Georgia Highlands Expansion Project was made by Council Member Cooley and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0.

3. Vehicle Purchase

Tom Rhinehart, Finance Department Head stated Stormwater is need of a prison work van. A bid package was placed on the City's website advertising for the van. One vendor submitted a bid. Mr. Rhinehart stated he was told there was only one vendor, because the prison work vans are a specialty vehicle and not many vendors have the capabilities to handle them. As a result, Wade Ford submitted the only bid with a price of \$29,981.00. After talking to the garage, it was determined that the bid did meet City's requirements and that Stormwater should proceed with the purchase. The purchase of the prison work van was recommended from Wade Ford in the amount of \$29,981.00 with the addition of a \$1,560.00 extended warranty package.

A motion to approve the purchase of the prison van and extended warranty package for Stormwater was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

Council Member Jayce Stepp made a motion to add an item the agenda. Motion was seconded by Council Member Wren and it carried unanimously. Vote:5-0.

Mr. Mannino came forward and stated 1 Carrington Drive was a property that was a part of the CHIP Program. All requirements have been met by the homeowner and Mr. Mannino recommended the City lift the lien.

Motion to approve the removal of the lien from 1 Carrington Drive was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote:5-0.

David Hardegree, City Planner came forward to make an announcement. Mr. Hardegree stated the City will have a place at the Clarence Brown Center for an event on August 10th from

4:00pm to 7:00pm to go over the Comprehensive Plan.

Mayor Pro-Tem Tate stated she wished all students and teachers a great school year.

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

Meeting Adjourned

ATTEST:

/s/ Matthew Santini _____ Mayor

/s/ _____ Meredith Ulmer City Clerk



City Council Meeting 8/17/2017 7:00:00 PM Historic Preservation Commission

SubCategory:	Appointments	
Department Name:	Planning and Development	
Department Summary Recomendation:	Terms for two of the Historic Preservation Commission members will expire on September 7, 2017. Larry Gregory will continue to serve if re-appointed and Becky Carr is interested in serving in the second position previously filled by Daneise Archer. These are three-year appointments and are appointed at-large, not by council ward. Your approval of these appointments is recommended.	
City Manager's Remarks:	Your approval of the appointments listed above are recommended.	
Financial/Budget Certification:		
Legal:		
Associated Information:		

City Board/Commission Application Form		
Applicant Information		
Name <u>(last)</u> <u>M</u> <u>Rebecca</u> (<u>Becky</u>) (first) (middle initial)		
Address 282 Briar Pitch Lane, Cartersville GA 30120 (street)		
Email Address mrebeccacarrogmail.com		
Home Phone Cell Phone _ 404 626 6986		
City Resident Yes <u>No</u> Ward <u>1 2 3 4 5 6</u> (if applicable)		
Related Experience: Civic/Business/Other		
Personal References (list at least 3)		
Position Information		
Board/Commission applying for: <u>Planny board</u> zoning appeals board or historic Reason interested in position (please explain in space provided) <u>lowed-minutes</u> commission <u>See allached</u>		
Applicant Signature 5/11/16 Thank you for your interest in serving our community		

OTTV OF CADTED SVILLE

Item # 2

5/16/2016UDYS WORK FILE\City Boards, Authorities, Commissions, Committees\City Board Application (revised)11.09

Expanded Answers for City of Cartersville Board/Commission Application Form-M. Rebecca Carr

Related Experience: Civic/Business/Other

I have been a commercial real estate appraiser, practicing nationally for about 30 years. For the last 12 years of that I was a partial owner and active managing principal of a national firm that eventually had more than 80 employees. An understanding of land use, zoning, building/development patterns and trends is critical to the valuation of real estate, and would be extremely relevant for service on any of these committees. My undergraduate degree is from Boston University and my MBA is from Temple University.

Personal References

- 1) Jim Mock, 404-245-5418, or jim243@aol.com; has known me and my real estate work >25 years
- 2) Jimmy Cook, 404-603-8500, or jimmycook1@aol.com; has known me and my real estate work for >20 years
- 3) Evan Fears, 404-874-4493, or <u>evan@pbwatlanta.com</u>; has known me and my real estate work for >10 years

Reason Interested in Position

I have been a resident of Cartersville since 1989, and have financially supported many local institutions and agencies here for many years. However, my work generally kept me too busy to actively participate in civic affairs and government. At the end of 2015, I sold my interest in my business and left full time employment there or anywhere. I am at a point where I would like to contribute to my community in a more active way. As noted above, my professional experience is relevant to any of these 3 boards; however, I also did internships as an undergraduate at the planning department in my hometown (Allentown, PA), and at the Boston (MA) Landmarks Commission. Further, I have been a member of the National Trust for Historic Preservation since high school. I believe this history demonstrates a consistent and longstanding interest in these areas. Thanks for your consideration.



City Council Meeting 8/17/2017 7:00:00 PM Tallatoona CAP Proclamation

SubCategory:	Proclamations	
Department Name:	Administration	
Department Summary Recomendation:	This is a proclamation recognizing Tallatoona Community Action Partnership (CAP) for 50 years of service.	
City Manager's Remarks:	No formal action is required on the part of Council for this item.	
Financial/Budget Certification:		
Legal:		
Associated Information:		





WHEREAS, Tallatoona Community Action Partnership (CAP) was formed in 1967 along with other Community Action agencies across the country to root out the causes of poverty; and

WHEREAS, Tallatoona has grown from serving two counties to eight and has expanded their programs and services to meet the needs of those in rural as well as metropolitan areas; and

WHEREAS, Bartow County and seven other counties served by Tallatoona include approximately 1.3 million people with more than 150,000 living in poverty, many of whom are children, aged and/or disabled; and

WHEREAS, Tallatoona's mission is to assist low income individuals and families to acquire useful skills and knowledge, to gain new opportunities and achieve self-sufficiency; and

WHEREAS, their guidance through education, career pathways, job training, and life skills development provides families the tools to succeed in life and empowers them to achieve economic independence and security.

NOW, THEREFORE, I, Matthew J. Santini, Mayor of the City of Cartersville, do hereby recognize the Tallatoona Community Action Partnership for 50 years of service and urge all my fellow citizens to join me in expressing appreciation for the services provided to individuals and families in our community and the surrounding counties.

In Witness whereof I have hereunto set my hand and caused this seal to be affixed

_____Mayor

Attest: _____City Clerk



City Council Meeting 8/17/2017 7:00:00 PM Brew Pubs

SubCategory:	First Reading of Ordinances	
Department Name:	Planning and Development	
Department Summary Recomendation:	These ordinances were written in accordance to the changes in State law. The State now allows alcohol to be manufactured and consumed on the same site with some limitations set by the State. The passage of these ordinances would allow the City's beer manufacturer, Budweiser, to hold its upcoming event in September. These proposed ordinances are recommended for approval by the Alcohol Control Board and staff.	
City Manager's Remarks:	Your approval of this ordinance is recommended by the Alcohol Control Board.	
Financial/Budget Certification:		
Legal:		
Associated Information:		

Ordinance no.

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE <u>CITY OF CARTERSVILLE CODE OF</u> <u>ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE I. – IN GENERAL.</u> <u>DIVISION 1 – GENERALLY. SECTION 4-1. – DEFINITIONS IS HEREBY AMENDED BY</u> <u>ADDING A NEW DEFINITION – BREWPUB AND SECTION 4.1 – DEFINITIONS IS</u> <u>HEREBY AMENDED BY DELETING IN ITS ENTIRETY THE DEFINITION OF</u> <u>MANUFACTURER</u> and is replaced as follows:

1.

Sec. 4-1. - Definitions.

Brewpub means any restaurant in which beer or malt beverages are manufactured or brewed, subject to the requirements of O.C.G.A. § 3-5-35 through § 3-5-38, except package sales do not count towards the required point of alcohol sales at said restaurant.

2.

Sec 4-1. – Definitions

Manufacturer means any maker, brewer, producer, distiller, vinter, rectifier, blender, or bottler of distilled spirits or malt beverages and wine or any other alcoholic beverage.

3.

All other remaining provisions of Section 4-1 are to remain as is and this additional definition is to be made part of the permitted uses in Section 4-1.

4.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _______

MATTHEW J. SANTINI, MAYOR

ATTEST:

MEREDITH ULMER, CITY CLERK

Ordinance no.

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE <u>CITY OF CARTERSVILLE CODE OF</u> <u>ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING</u> <u>REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-105. –</u> <u>CONSUMPTION ON-PREMISES AND SECTION 4.108. – PLACE OF SALE OR</u> <u>DELIVERY</u> are hereby deleted in their entirety and replaced as follows:

1.

Sec. 4-105. - Consumption on-premises.

It shall be unlawful for anyone to open, drink, or otherwise consume any wine or malt beverage or distilled spirits upon any premises, other than a pouring outlet or package wine outlet, wherein such beverages are sold under a license issued by the city, except as allowed for Brewer's pursuant to O.C.G.A. § 3-5-24.1 and Distiller's as allowed pursuant to O.C.G.A. § 3-4-24.2.

2.

Sec. 4-108. – Place of sale or delivery.

- (a) No pouring license shall sell or deliver any alcoholic beverages for any reason except in the pouring outlet for consumption only on the premises, except pouring outlets located in hotels, which may serve guests in their rooms within the hotel premises if licensed by the state and patrons in banquet and/or conference rooms within the hotel premises, or permitted sidewalk or right-of-way cafes, or caterers.
- (b) Food shall be allowed through drive-in windows or curb service, but alcohol sales shall not be allowed through drive-in windows or curb service.
- (c) Brewpubs may sell by package as outlined by O.C.G.A. § 3-5-36.
- (d) Brewers and Distillers may sell or deliver alcoholic beverages for consumption on the premises as outlined by Section 4-105 of this Chapter; and for consumption off the premises as allowed by O.C.G.A. § 3-5-24.1 and O.C.G.A. § 3-4-24.2, respectively.

3.

All other remaining provisions of Section 4-105 and Section 4-108 are to remain as is and this additional definition is to be made part of the permitted uses in Section 4-105 and Section 4-108.

4.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _______

MATTHEW J. SANTINI, MAYOR

ATTEST:

MEREDITH ULMER, CITY CLERK



City Council Meeting 8/17/2017 7:00:00 PM Carter Street Property to Bartow County

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recomendation:	Cartersville Parcel #C004-0014-023, Tract 2, .320 Acres is owned by the City of Cartersville. Bartow County would like to construct an above-ground fueling station on this property which was already understood to be County property.
City Manager's Remarks:	Your approval to transfer the ownership of this property to Bartow County is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

From : "Olson, Peter" To : "Keith Lovell" Sent : 5/04/2017 3:04PM Subject : Property adjacent to Douglas St compound

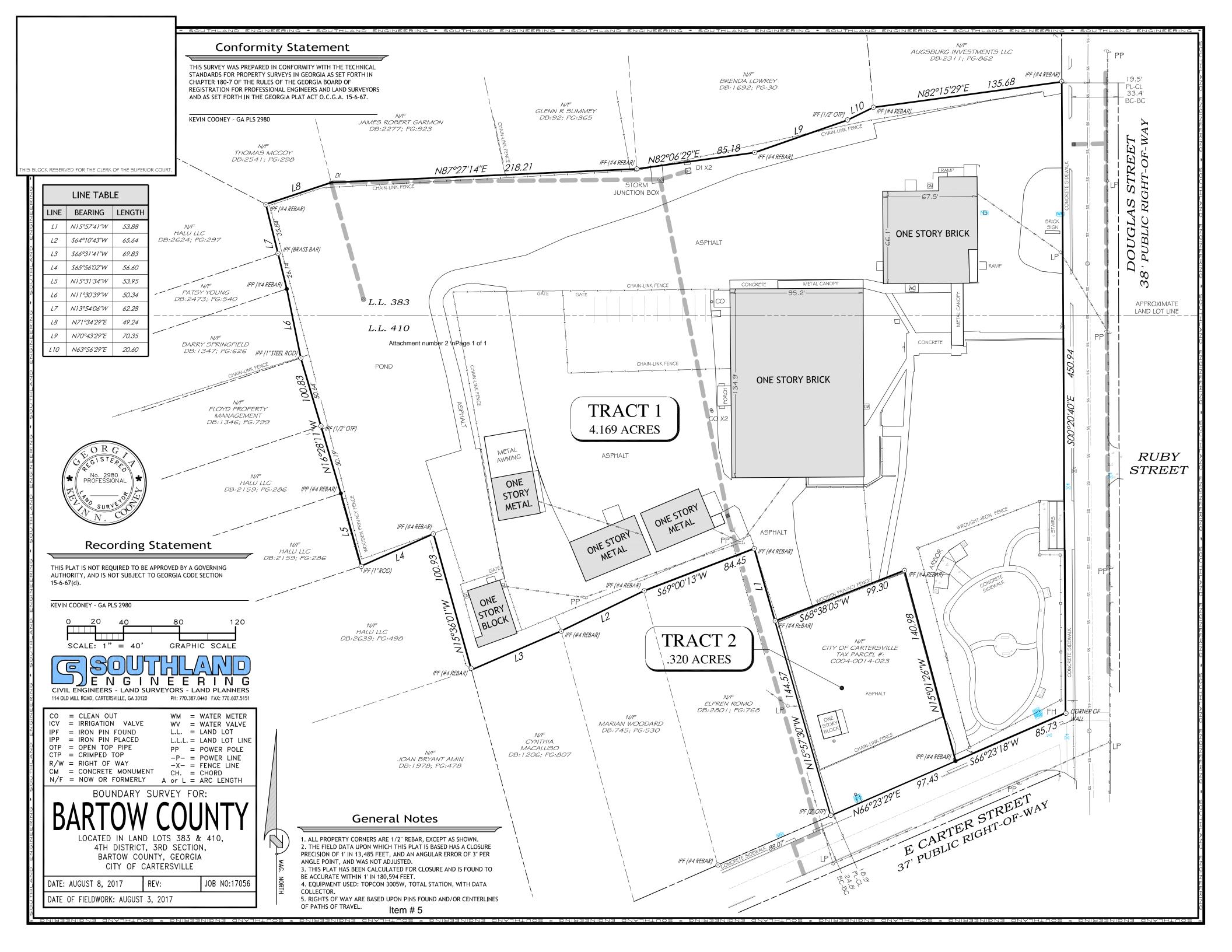
Keith, I have attached the deed and plat of the County's Douglas St property, shown on the aerial. Our GIS had been showing it as County-owned by the plat showed it was not transferred. (I've sent this info to GIS so it may show as City-owned now).

I had Jeff Watkins confirm it is still City-owned. As I mentioned, we are wanting to put an aboveground fueling station there and in speaking to Sam Grove he thought the City would be willing to quitclaim it over to us. If the City wants to lease it that is fine as well but I would suggest they wouldn't want to have any liability.

Karl, if you will prepare a survey so Keith can prepare a legal and deed, we would appreciate it. Or I can prepare the deed if Keith prefers.

Thanks, Peter

Peter Olson Bartow County Administrator 135 W. Cherokee Ave. Suite 251 Cartersville, GA 30120 770-387-5030 / fax 770-387-5023



AFTER RECORDING RETURN TO: Archer & Lovell, PC PO Box 1024 Cartersville, GA 30120 Title Examination Not Performed

STATE OF GEORGIA COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, made this ______ day of ______, 2017, between CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia, (hereinafter referred to as "Grantor") and the BARTOW COUNTY, GEORGIA a political subdivision of the State of Georgia (hereinafter called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consider of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, and their successors and assigns, the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOTS 383 AND 410, 4TH DISTRICT, 3RD SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, BEING IDENTIFIED AS TRACT 2, CONTAINING .320 ACRES PER SURVEY FOR BARTOW COUNTY, BY KEVIN N. COONEY, G.R.L.S. NO. 2980 ON AUGUST 8, 2017, AND RECORDED IN PLAT BOOK _____, PAGE _____ IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, BARTOW COUNTY, GEORGIA.

This quitclaim is given subject to any restrictions and easements of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever in fee simple.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered in the presence of:

CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia

Witness

By:__

Matthew J. Santini, Mayor

Notary Public

Attest:

Meredith Ulmer, City Clerk

[AFFIX SEAL]

My Commission Expires:



City Council Meeting 8/17/2017 7:00:00 PM City to Land Bank Transaction

SubCategory:	Contracts/Agreements	
Department Name:	Administration	
Department Summary Recomendation:	This is a Quitclaim Deed from the City to the Land Bank for the property at 16 South Erwin Street.	
City Manager's Remarks:	This deed of property will allow the Land Bank to work to redevelop this vacant property. Your approval of this is recommended.	
Financial/Budget Certification:		
Legal:		
Associated Information:		

AFTER RECORDING RETURN TO: Archer & Lovell, PC PO Box 1024 Cartersville, GA 30120 Title Examination Not Performed

STATE OF GEORGIA COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2017, between CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia, (hereinafter referred to as "Grantor") and the BARTOW-CARTERSVILLE LAND BANK, a land bank authority duly created under the laws of the State of Georgia (hereinafter called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consider of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, and their successors and assigns, the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 4TH DISTRICT OF THE 3RD SECTION SITUATED IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, AND ON THE EAST SIDE OF ERWIN STREET, AND KNOWN AS NO. 16 SOUTH ERWIN STREET, ACCORDING TO THE SYSTEM OF NUMBERING BUILDINGS AND LOTS IN THE CITY OF CARTERSVILLE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT OF LAND BEING IN A RECTANGULAR SHAPE AND FRONTING 40 FEET ON SOUTH ERWIN STREET. THIS IS THE SAME PROPERTY AS CONVEYED BY WARRANTY DEED FROM THOMAS L. HENDERSON TO MRS. FRANCES DENT HENDERSON DATED JUNE 17, 1960, AND RECORDED IN DEED BOOK 120, PAGE .531, OF THE DEED RECORDS OF BARTOW COUNTY, GEORGIA.

This quitclaim is given subject to any restrictions and easements of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever in fee simple.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered in the presence of:

CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia

Witness

By:__

Matthew J. Santini, Mayor

Notary Public

Attest:

Meredith Ulmer, City Clerk

[AFFIX SEAL]

My Commission Expires:



City Council Meeting 8/17/2017 7:00:00 PM Sell of Surplus Line Truck

SubCategory:	Contracts/Agreements	
Department Name:	Electric Department	
Department Summary Recomendation:	Tom Rhinehart brought the vehicle surplus list to your attention for approval at the July 20th Council Meeting. Vehicle #521, a 1993 Line Truck was on the list. We have not had to sell a vehicle of this size as other departments typically want the vehicles we are offering as surplus.	
	We have two options to choose from in selling this vehicle. One option is to use GOVDEALS and the other is to sell the vehicle through auction. We are fine with selling the vehicle through either avenue.	
	The option we are recommending is to sell through the J.J. Kane Auction in Villa Rica, GA, because they specialize in Construction and Utility Equipment. There will be buyers at this auction specifically looking for this type of equipment.	
	The Electric Department is asking that council approve the signing of the agreement by the Mayor and City Clerk authorizing the sale of this vehicle through the J.J. Kane Auction.	
City Manager's Remarks:	Your approval of the auction of this vehicle through JJ Kane Auction in Villa Rica is recommended.	
Financial/Budget Certification:	This was approved as surplus at a previous council meeting.	
Legal:	Keith Lovell has reviewed and approved the use of this agreement.	
Associated Information:		



Contact: Don Hassebrock Company City of Cartersville Electric System Express Mail Address (No P.O. Boxes): 320 South Erwin Street City/State: Cartersville, GA Zip: 30120 Phone: 770-387-7400 Fax: Email: <u>dhassebrock@cityofcartersville.org</u>

E-Mailed To Client Date: August 1st, 2017

This agreement made the 1st day of August, 2017, between City of Cartersville Electric System (hereinafter called "Seller") and J.J. Kane Associates Inc / trade name J.J. Kane Auctioneers (hereinafter called "Auctioneer", acting as agent for "Seller"). It is agreed as follows:

- 1) The term of this agreement shall cover any auction sale the Seller chooses to participate starting on August 1st, 2017 and ending on December 31st, 2020.
- 2) Time Frame
 - a) The Seller hereby engages the Auctioneer to sell at public absolute auction sale, the property identified by the seller excluding chemicals, hazardous and/or environmentally unsafe equipment/material unless mutually written upon between Seller and Auctioneer.
 - i) The Seller shall be responsible for clean-up/disposal of petroleum products/chemical spills coming from Seller property/auction items that are offered for sale during this agreement. The prompt and proper clean-up of any spills, leaks or other releases of petroleum or chemical substances and materials will be preformed following Federal, State and Provincial regulations. Auctioneer on certain occasions where a spill has occurred, notification to certain Federal, State and Provincial agencies may be required. Seller shall be responsible for all costs resulting in the clean-up of any spills/leaks or other releases of petroleum or chemical spills in accordance with any Applicable Laws. All clean-up/proper disposal costs will be billed back to the Seller and deducted from Seller sale proceeds. If said proceeds shall not cover the cost of spill cleanup/disposal, Seller will be billed the difference and Auctioneer shall be paid within 10 business days of dated invoice. The obligations set forth in this Article shall survive termination or expiration of this Agreement.
- 3) Auction Company Personnel
 - a) Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale. The Auctioneer shall employ qualified personnel to perform these jobs and shall perform this engagement in a professional and skilled manner in accordance with all applicable, federal, state and local laws and regulations.
- 4) As-Is & Where-Is Auction Sales
 - a) The property/auction items will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by the Auctioneer. The property/auction

items will be sold on an "As-Is Where-Is" basis without any warranties of any kind expressed or implied.

- b) Seller agrees to disclose to Auctioneer any known defects or faults with property/auction items prior to the auction sale.
- 5) Marketable Title
 - a) The Seller specifically warrants they are the owner of and have marketable title to all of the property, free and clear from any liens, debts or encumbrances except as noted. The Seller further warrants that there are no judgments or liens against it and that there are no pending legal actions, claims or proceedings whatsoever which in any way would hinder, prevent or otherwise affect its right or ability to sell the property at auction sale.
 - b) Seller agrees to deliver on request any documents, certificates, proof of ownership or titles, which would be required to deliver title to the property.
 - c) In the case that there is a delay in the new purchaser receiving a clear title for any vehicle or trailer sold for the Seller, the net proceeds from the sale will be held, until a free and clear title is received by the purchaser, or at the discretion of the Auctioneer, that item would be pulled from the auction sale and remain the Sellers property.
 - d) If Seller is a motor vehicle dealer,
 - i) list dealer state & dealer number:
- 6) Titles On-Site
 - a) The Seller agrees to have all signed titles, a letter of authorization to sell your vehicles and any other related paperwork (seller specific bills of sale), either in my hands no later than 14 (fourteen) business days prior to given auction date, or hand delivered or express mailed with a tracking number to the sale site by no later than 10 (ten) days prior to given auction date.
 - b) To comply with motor vehicle rules and so new purchasers may transfer ownership with minimal problems, a letter of authorization needs to be on your company letterhead and must accompany all titles. Below is a sample letter:

To Whom It May Concern:

City of Cartersville Electric System gives J.J. Kane Auctioneers authorization to sell vehicles and/or equipment owned by City of Cartersville Electric System at any auction the seller chooses to participate in starting on August 1st, 2017 and ending on December 31st, 2020.

Sincerely,

Don Hassebrock

- / /2017
- 7) Delivery Of Auction Items
 - a) The Seller agrees to have said property/auction items delivered to the sale **site no later than 10 (ten) days before given auction date.** Items must be delivered in running condition (except when noted) with adequate fuel levels and a duplicate set of keys.

- 8) Insurance Coverage
 - a) The Seller agrees to maintain proper insurance coverage on the property/auction items being sold until the day of the auction sale.
 - b) The Auctioneer and owner of the sale site property will not be responsible for any damages to property/auction items resulting from acts of nature, theft, accident and/or vandalism while Sellers property is on the sale site.
 - c) Auctioneer shall be responsible for loss or damage to Sellers property/auction items due to Auctioneers willful or negligent acts or omissions.
- 9) Commission
 - a) The Seller agrees that Auctioneer will charge a 10 percent fee to the buyer for each item sold.
 - b) The Seller agrees to pay the Auctioneer a seller's fee based upon the following sliding commission scale: **Or by Auctioneer's sales representative Authorization:**
 - i) Total Consignments property/auction items sold: \$0.00-\$10,999.00- @ 10%
 - ii) Total Consignments property/auction items sold: \$11,000.00- to \$20,999.00- @ 7%
 - iii) Total Consignments property/auction items sold: \$21,000.00-50,999.00- @ 5%
 - iv) Total Consignments property/auction items sold: \$51,000.00 and above negotiable **by Auctioneer's sale representative: Commission Rate: 3%**
 - c) The Seller agrees when applicable, that the Auctioneer may deduct its commission from the proceeds of the auction sale.
- 10) No Sales
 - a) In the event that a successful bidder attending the auction sale or bidding live (Proxibid; Auctioneers Internet Agent) over the internet fails to pay for an item for which he is designated to be the high bidder, that property/auction item would be considered a "No Sale" and no commission would be charged on that item and the Seller would retain ownership of said item.
- 11) Reimbursed Expenses
 - a) If applicable and pre-approved, the Seller agrees that the Auctioneer may deduct the exact cost for any additional services that Auctioneer provides Seller from the proceeds of the auction sale.

(1) Advertising:	\$Included
(2) Decommissioning & Washing:	\$50.00 If needed
(3) Repairs:	\$By owner Authorization
(4) Transportation To Sale Site:	\$Sale deducted IF J.J. Kane Providing
(5) Other:	\$

- 12) Payout
 - a) Auctioneer will charge and collect from the purchaser, the purchase price together with all applicable taxes. Auctioneer will collect payment in full from the purchaser, prior to any property being removed. Seller shall be responsible for the payment of all income taxes accruing to Seller for revenue received from the sale of property.
 - b) The Auctioneer agrees to pay the Seller the net proceeds from the auction sale 14 business days following the auction sale. Auctioneer shall express mail a written report to Seller listing items sold and an amount equal to 97 (NINETY SEVEN) percent of the gross selling price of the property sold at auction, as outlined under section (9) and less

Brandon Baum 100 Liberty road Villa Rica, GA 30180 brandon.baum@jjkane.com – (770) 595-0958 any approved expenses as outlined under section (11), in the form of a check made payable or electronic transfer to the Seller. Proof of all approved expenses will be provided with the payout.

- (1) Proceeds check will be made payable and mailed to the same name and address as it appears on page 1 of this contract unless otherwise listed.
- 13) Absolute Unreserved Auction Sales
 - a) The Seller understands that the Auctioneer conducts absolute unreserved public auction sales where each item is sold to the highest bidder regardless of price.
 - b) Furthermore, the Seller understands/agrees that it is illegal for the Seller or an agent of the Seller to bid on and/or buy-back any items owned by the Seller.
 - c) If the Seller or agent for the Seller attempts to bid on and/or buy back any of the consigned property/auction items, the Auctioneer will at his discretion choose one of the following actions:
 - (1) Pass the item currently being offered for sale along with all the other Seller's property/auction items.
 - (2) Sell the item to the last "Good Faith" bidder before the Seller or agent for the Seller began bidding on the property/auction item.
 - d) The Seller agrees that it will reimburse Auctioneer for any lost revenue, including seller's commission, buyer's fee and/or any pre-approved reimbursed expenses if a "Buy Back" takes place.
- 14) Advertised Items
 - a) At the Auctioneers discretion, in the event that the Seller removes any advertised property/auction item from the auction sale, Seller agrees to pay the Auctioneer a handling fee of \$500.00 for each item removed from the sale.
- 15) Breach Of Contract
 - a) In the event that Seller breaches any of the above warranties or makes any misrepresentation herein, Seller agrees to indemnify and hold the Auctioneer harmless from any and all liabilities or damages arising out of or relating to such breach or misrepresentation, including attorneys fees and other costs expended by Auctioneer in any action or proceeding arising out of or relating to the breach or misrepresentation.
- 16) Entire Agreement
 - a) This Agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than contained in this agreement. This agreement may be modified only by a further writing that is duly executed by both parties.
 - b) Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

17) The following section shall apply to the following vehicle mounted aerial devices (Hereinafter referred to as "aerial device"):

- a. Extensible boom aerial devices; and
- b. Aerial Ladders; and
- c. Articulating boom aerial devices; and
- d. Vertical towers; and

e. A combination of any of the above. The vehicle may be a truck, a trailer, or an all-terrain vehicle.

Brandon Baum 100 Liberty road Villa Rica, GA 30180 brandon.baum@jjkane.com – (770) 595-0958 It shall be the sole and exclusive responsibility of Seller to provide Auctioneer with the operations, maintenance and manufacturer's manual(s) for each aerial device to be auctioned by Auctioneer. Seller acknowledges and agrees that their responsibility to provide all operations, maintenance and manufacturer's manual(s) shall continue in perpetuity even though Auctioneer is selling said items for the Seller. In the event Seller does not provide all operations, maintenance and manufacturer's manual(s) to Auctioneer, Auctioneer shall, in its own discretion, refuse to auction any aerial device until such time as the operations, maintenance and manufacture's manual(s) are provided from Seller to Auctioneer. Auctioneer may notify Seller of the name and location of the successful purchaser within a reasonable time upon completion of the sale. Seller hereby acknowledges its responsibilities in accordance with American National Standards Institute A 92.2-2009 in full and most specifically section 8.7 therein.

Seller hereby accepts all of the terms and conditions set forth above.

J.J. Kane Auctioneers

Contact: Brandon Baum

Signature: Brandon Barn

Date: 08/08/2017

Company: City of Cartersville Electric System

Contact: Don Hassebrock

Signature:

Matthew J. Santini, Mayor

Signature: _____

Meredith Ulmer, City Clerk

Revisions 1/13/2017



City Council Meeting 8/17/2017 7:00:00 PM SRCS Agreement

SubCategory:	Contracts/Agreements	
Department Name:	Gas Department	
Department Summary Recomendation:	This is an amendment to our subscribed regulatory compliance service agreement. I recommend council approval.	
City Manager's Remarks:	Your approval of this agreement is recommended.	
Financial/Budget Certification:	N/A	
Legal:	This amendment has been approved by the City Attorney's office.	
Associated Information:		

SECOND AMENDMENT TO THE SUBSCRIBED REGULATORY COMPLIANCE SERVICE PROGRAM AGREEMENT

This Second Amendment to the Subscribed Regulatory Compliance Service Program Agreement ("Amendment"), is entered into by the Municipal Gas Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the "Gas Authority"), and the City of Cartersville (the "Subscriber"), a political subdivision of the State of Georgia (capitalized terms used herein but not defined will have the meaning assigned to such term in the hereinafter defined Agreement);

WITNESSETH THAT:

WHEREAS, the Gas Authority and the Subscriber have entered into a Subscribed Regulatory Compliance Service Program Agreement, dated as of the date thereof, as amended (the "Agreement"), including as amended by the First Amendment thereto; and

WHEREAS, the Gas Authority and the Subscriber have caused to be prepared this Amendment to provide for certain changes to the Agreement, including, without limitation, revising certain fee structures to better reflect the complexity and regulatory demands of Subscribers and provide flexibility in adjusting revenues to address future budgetary requirements;

NOW, THEREFORE: For and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Section 1(a) is hereby amended to delete the last two sentences thereof in their entirety and insert in lieu thereof the following:

"Subscribers" means the Subscriber together with other political subdivisions, governmental entities, operators and master meter operators contracting for Services pursuant to agreements substantially similar to this Agreement with only minor variations related to state of incorporation, entity type and allocation of fees through the year (e.g., equal installments vs. sculpting to more closely mirror gas system revenues) or other minor variations determined to be insubstantial by the Gas Authority."

<u>Section 2</u>. Section 3(a) is hereby amended to delete the phrase "additional political subdivisions and natural gas contractors" and insert in lieu thereof the phrase "additional Subscribers".

Section 3. Section 3(c) is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Each Subscriber will pay its portion of all costs of the Program, including, but not limited to, costs of establishing, implementing and operating the Program (the "Program Costs") as reflected in the Annual Budget. Such portion will be determined as the sum of the components set forth and as otherwise described in Exhibit "C" hereto ("Total Subscription Fees")." Section 4. Section 3(d) is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Subscribers will maintain membership in the Georgia Municipal Association (GMA) Gas Section or successor(s), if any, controlling, owning or operating the Operator Qualification Plan or substantial equivalent thereof."

Section 5. Exhibit "C" to the Agreement is hereby replaced with revised Exhibit "C" attached hereto.

Section 6. All instances of the word "shall" are deleted throughout the Agreement and the word "will" is inserted in lieu thereof.

<u>Section 7</u>. This Amendment will be read and taken together with the Agreement as one and the same instrument. The Agreement, as amended by this Amendment, is hereby ratified and affirmed in all respects; provided that, in accordance with the Intergovernmental Contracts Clause (Art. IX, Sect. III, Para. I) of the Georgia Constitution and O.C.G.A. Section 46-4-96(a)(7), it will terminate no later than 50 years after the effective date hereof unless its term is extended by an amendment to the Agreement prior to such date.

Section 8. This Amendment will become effective when duly approved and executed and delivered by the Subscriber, and when executed and delivered by the Gas Authority. The Gas Authority will only execute and deliver the Amendment when it has determined that the Amendment or similar amendments have been duly executed and delivered by each of the Subscribers. The Gas Authority will require that additional Subscribers added as parties to the Program after the effectiveness of this Amendment enter into an amendment substantially similar to this Amendment.

MUNICIPAL GAS AUTHORITY OF GEORGIA

By: _____

Name:

Title: _____

[Signatures Continue on Next Page]

SUBSCRIBER:

CITY OF CARTERSVILLE

Ву:_____

Name: _____

Title: _____

CITY OF CARTERSVILLE

Ву:_____

Name: _____

Title: _____

[Signature Page to Second Amendment]

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10

Amended Exhibit "C" Total Subscription Fee

A. Through calendar year 2017, Total Subscription Fees will be calculated in accordance with the Agreement not taking into account this Second Amendment. Effective for and after calendar year 2018, the Total Subscription Fees will be calculated annually to recover all Program Costs using the following components:

1. Base Subscription Fee: The Gas Authority will establish a Base Subscription Fee annually, which fee is initially estimated to be set as \$7,250 per year per Subscriber; plus

2. Mains/Transmission Lines and Services Subscription Fees: after accounting for total Base Subscription Fees, the remaining Program Costs will be allocated among the Subscribers based on Mains/Transmission Lines Subscription Fees and Services Subscription Fee by the Gas Authority, which fees will be calculated as follows:

Annual Mains/Transmission Lines Subscription Fee (initially estimated to be set as \$7.50 per mile per year) = (Remaining Annual Budget allocable to Mains/Transmission Lines Subscription Fees (i.e., Annual Budget – Sum Total of Base Subscription Fees – Sum Total Services Subscription Fee) / Total Miles of Subscribers' Mains/Transmission Lines installed as of December 31st of the calendar year preceding budget preparation and approval (e.g., the 2018 budget is prepared and approved in 2017 with fees based on the total miles of Mains/Transmission Lines reported as of 2016); and

Annual Services Subscription Fee (initially estimated to be set as \$2.50 per service (as such term is used in the hereinafter defined PHMSA reporting forms described below; "PHMSA Service") per year) = (Remaining Annual Budget allocable to Services Subscription Fees (i.e., Annual Budget – Sum Total of Base Subscription Fees – Sum Total Mains/Transmission Lines Subscription Fee) / Total Number of Subscribers' PHMSA Services installed as of December 31st of the calendar year preceding budget preparation and approval (e.g., the 2018 budget is prepared and approved in 2017 with fees based on the total number of PHMSA Services reported as of 2016).

B. Total Subscription Fees allocable by any single Subscriber will not exceed the subscription cap, initially established at \$58,000 per year (the "Subscription Cap"). To the extent application of the Subscription Cap causes any portion of aggregate Program Costs to be unallocated ("Unallocated Program Costs"), the Total Subscription Fees allocation methodology described herein will be applied and reapplied until all such Unallocated Program Costs have been allocated.

C. The Gas Authority will use Mains/Transmission Line and PHMSA Services data as reported in U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Form 7100.1-1 and, if applicable, PHMSA 7100.2-1 Reports (or any applicable industry standard successor reporting process). The allocation of Program Costs among the components described above will be determined by the Gas Authority in its sole discretion. Fee amount estimates described above, which are calculated based on the calendar year 2017 budget, are subject to adjustment in the calendar year 2018 budget preparation process.

D. Annual Subscription Cap increases will not exceed the greater of (i) the Consumer Price Index for all urban consumers (U.S. City Average) as posted by the U.S. Department of Labor, or, if such index is unavailable, a reasonably comparable index measuring similar statistics (collectively, the "Consumer Price Index"), for the most recent 12-month period available at the time of budget preparation or (ii) 3%.



City Council Meeting 8/17/2017 7:00:00 PM Annual Firefighter Physicals

SubCategory:	Contracts/Agreements	
Department Name:	Fire	
Department Summary Recomendation:	Respectfully requesting approval of budgeted funds to conduct our annual firefighter physicals which are in compliance with NFPA 1582 and OSHA 1910.156. These physicals provide the annual required fitness clearance documentation and assist in monitoring the overall health and wellbeing of department personnel. There are limited organizations who can provide this type of exam on- site. After a review by our department's health and safety committee, we are requesting approval to continue with Site-Med, which is based in Kennesaw. This provides for a two-phase physical testing that will occur at our headquarters and also provides us with a physician who will monitor our firefighters for a year and provide assistance to the department along with human resources if we have any staff members that may have issues arise. The cost for these base physicals will be \$285.00 per firefighter which is an increase of \$15.00 per firefighter over last year. Total Base physical price will be \$20,235.00. After the base physicals are completed, some additional testing may be required of certain individuals who are on the hazardous materials response team and others that may show certain cardiac markers that require follow- up for clearance. Because of this, we are requesting an amount up to, but not to exceed \$24,500.00.	
City Manager's Remarks:	Your approval of this request to an amount not to exceed \$24,500.00 is recommended.	
Financial/Budget Certification:	This is a budgeted item.	
Legal:	N/A	
Associated Information:	N/A	



August 10, 2017

Chief Scott Carter Cartersville Fire Department 195 Cassville Rd. Cartersville, GA 30120

Please find the attached proposal for your Firefighter Medical Clearance Program. We have listed several key factors that differentiate us from other companies.

Detailed Executive Summary

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 25,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHC procedures. We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 25,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face, and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams; this is what we do all day every day. Let us put our experience to work for you.

Our examination meets and can exceed the NFPA 1582 standard.

Other companies and clinics usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard, and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments.

The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.



We come on-site to you.

We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 25-50 exams per day, and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams.

We focus on prevention.

The purpose of a good wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform The 13 Essential Job Tasks. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.

As a physician owned company, we will customize your physical program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighters they have all the information in front of them including labs and medical history, just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

Year round access.

What happens after the testing when you have a medical question? With SiteMed, you have year round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

Vanessa Flores-Watson COO

The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify. Thank you.



Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582

Α.

Medical Component per NFPA 1582 Chapters 6 & 7

- Comprehensive Medical History All necessary forms will be provided
- Medical Examination Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.
- Vitals Height, Weight and Blood Pressure
- Body Composition Bio Impedance Analysis (BIA)
- Vision Snellen (distance) screening
- Lab Analysis Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
- Hearing Test –audiogram using our Benson audiometers
- Pulmonary Function Testing (PFT)
- EKG 12-lead resting electrocardiogram

\$275 per person

В.

Fitness Component per NFPA 1582 Chapter 8

- WFI Submaximal Graded Treadmill Evaluation to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
- Hand grip strength evaluation (NFPA 1582 C.2.1.5)
- Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
- Arm Strength Evaluation (NFPA 1582 C.2.1.7)
- Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
- Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
- Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)

Additional \$10 per person

С.

SiteMed Value-Added Standard Components

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner
- Confidential copy of results and interpretations provided to each firefighter
- A physician evaluates all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics
- Option to add additional laboratory / Studies. Details on pages 5 & 6.



SiteMed Lab Analysis

Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)

Glucose Sodium Potassium Chloride Blood Urea Nitrogen eGFR Creatinine BUN/Creatinine ratio Uric Acid Inorganic Phosphorus Calcium Iron Total Protein Albumin Globulin Albumin/Globulin Ratio Total Bilirubin

Alkaline Phosphatase Gamma-GT AST (SGOT) ALT (SGPT) LDH

Lipids:

Triglycerides Cholesterol, Total HDL-High Density Lipoprotein Cholesterol LDL-Low Density Lipoprotein Cholesterol VLDL-Very Low Density Lipoprotein Cholesterol Cholesterol / HDL-Cholesterol Estimated Coronary Heart Disease Risk

Thyroid (Screens for Thyroid Cancer)

Thyroid-stimulating Hormone (TSH)

Urinalysis (sent out to lab, not dipstick) (Screens for Bladder & Kidney Cancers)

•	
Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examinat	tion of urine sediment

Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)

White Blood Count (WBC) Red Blood Count (RBC) Hematocrit Platelets RDW

Hemoglobin Mean Corpuscular Volume (MCV) Mean Corpuscular Hemoglobin (MCH) Mean Corpuscular Hemoglobin Concentration (MCHC)



Additional Services

<u>These fees are in addition</u> to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at <u>www.sitemedfire.com</u> *during phase I* and click on the "store" tab in the navigation menu for more information.

Chest X-Ray	\$110 per person
DOT Medical Cards	\$30 per person
Vision – Titmus color blindness, visual acuity & depth perception	\$15 per person
Tuberculosis Skin Screening (minimum number required)	\$25 per person
Hepatitis B Antibody Screening (Blood Test)	\$27 per person
Hepatitis C Screening (Blood Test)	\$27 per person
Varicella Antibody Screening (Blood Test)	\$55 per person
Measles, Mumps, Rubella Screening (Blood Test)	\$75 per vaccine
Hepatitis A Vaccine – 2-dose series	\$95 per vaccine
Hepatitis B Vaccine – 3-dose series	\$85 per vaccine
Tetanus/Diphtheria/Pertussis Vaccination	\$65 per vaccine
Measles, Mumps, Rubella Vaccine	\$85 per vaccine
Varicella Vaccine	\$120 per vaccine
Influenza Vaccine – requires pre-booking	\$35 per vaccine
Blood typing (ABO grouping & Rho-D)	\$17 per person
HIV Screening (Blood Test)	\$25 per person
CRP (C-Reactive Protein) - Marker of inflammation & possible cancer	\$15 per person
Hemoglobin A1C – Diabetes screen	\$40 per person
Cholinesterase, RBC – blood test (Haz-Mat teams)	\$42 per person
Heavy Metals Blood Panel	\$150 per person
(Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	
Blood and Urine Collection at LabCorp Facility	\$7.50 per person
Testing for 40 years old and over:	
NMR Particle Test	\$45 per person
Determines the # of High & Low Chol Particles	· • •
Coronary Calcium Scoring* not available at all locations Used to detect hidden heart disease	\$160 per person
Fecal Occult Blood Screening - Screens for Colon & Rectal Cancers	\$18 per person
Ovarian Cancer Screening (CA-125) – female	\$30 per person
PSA screening – males; screens for Prostate cancer	\$22 per person
	+ Po. Po.000



AGREEMENT

The firefighter physical program includes the services listed on pages 3 & 4, technician(s) and medical provider.

Phase I (blood draw) Phase II (Testing) day			up to 4 hours each o cutive days up to 7	,
	□ Medical Compone ☑ Medical and Fitnes		pnent	
Minimum number of e	exams	71	@ \$285 each	= \$20,235
Optional Services: See page 5, ex. NMR,	PSA, etc.			
Prostate Specific Antig	gen	# 30 @	\$22 each	= \$ 660
Heavy Metals Panel		# 15 @	\$150 each	= \$2,250
TOTAL				= \$ 23,145

Bloodwork will be drawn in the morning approximately 3-4 weeks prior to testing. Statistics will be submitted in a timely manner following last day of testing.

Additional fees of \$7.50 per person will apply for labs collected at LabCorp facility due to missed appointments or absenteeism during Phase I.

Program will be broken down as follows:

Phase 1: Laboratory specimen collection at your facility 3-4 weeks prior to Phase 2 **Phase 2:** All other services including physical exam

Scheduling of services is as follows: To be determined

Billing of services is as follows:25% to be invoiced after Phase I is completed75% to be invoiced after Phase II is completed



7

This agreement made and entered this **date_____** of _____, 2017 between **SiteMed** and **Cartersville Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing.

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of two (2) years and only while above listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

Cartersville Fire Department – Representative

SiteMed – Representative

AGREEMENT

Date

Date



REFERENCES:

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- Atlanta Fire Rescue Department (GA) Jerry Solamon, Project Mgr. 404-546-2601 jsolamon@atlantaga.gov
- **Marietta Fire Department (GA)** Asst. Chief Kelly Caldwell 770-794-5470 <u>KCaldwell@mariettaga.gov</u>
- **City of Smyrna (GA)** Chief Roy Acree 770-434-6667 <u>racree@ci.smyrna.ga.us</u>
- Cartersville Fire Department (GA) Chief Scott Carter 770-387-5635 scarter@cityofcartersville.org
- Cherokee Fire and Emergency Services (GA) Chief Eddie Robinson 770-889-4451 erobinson@cherokeega.com
- Paulding County Fire/Rescue (GA) Chief Joey Pelfrey 404-867-2881 jpelfrey@paulding.gov
- Hoover Fire Department (AL) Chief Rick Patterson 205-229-9381 pattersr@ci.hoover.al.us
- Wake Forest Fire Department (NC) Chief Ron Early 919-556-1966 rearly@wakeforestfire.com
- Leland Fire/Rescue (NC) Assistant Chief Ronnie Hayes 910-371-2727 ronnie.hayes@lelandfirerescue.com
- **Garner Fire Rescue (NC)** Deputy Chief Tim Herman 919-772-1550 Ext. 3 <u>timherman@garnerfire.com</u>
- City of Fayetteville (NC) Battalion Chief Robert Brinson 910-433-1729
 <u>rbrinson@ci.fay.nc.us</u>
- Estero Fire Department (FL) Chief Todd Coulter 239-390-8000 coulter@esterofire.org



City Council Meeting 8/17/2017 7:00:00 PM Dellinger Park Scoreboard Sponsorship

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
With the purchase/installation of new scoreboards for Delling Park, there are sponsorship panels available. The Sponsorship Agreement was created by our city attorney. Part the agreement is Appendix A, a fee schedule for sponsorship. These numbers are recommended by park staff. Pricing was developed by park staff after speaking with potential sponsors other park agencies.I recommend City Council approval for sponsorship agreement and appendix A. I also recommend that City Council approve Mayor Matt Santini to sign all agreements/sponsorships, through the remainder of 2017, as Cartersville Parks and Recreation Department staff are able to acquire sponsors.	
City Manager's Remarks:	This process needs your approval before it proceeds further. Your approval of same is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

OPERATION, SPONSORSHIP, AND MAINTENANCE AGREEMENT

This Operation, Sponsorship, and Maintenance Agreement (hereinafter referred to as "Agreement') is made and entered into as of the _____ day of _____, 2017 by and between the City of Cartersville, a Municipal Corporation of the State of Georgia (hereinafter "City") and ______ (hereinafter "Sponsor").

WITNESSETH:

WHEREAS, Sponsor desires to place advertising on the scoreboard indicated below and to provide for the operation and maintenance of the indicated scoreboard by the City; and

WHEREAS, Sponsor and the City agree to provide for the sponsorship, maintenance, and operation of the scoreboard as provided for herein; and

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

1. That in order to operate and maintain the scoreboard indicated below, it is necessary to have funds provided by a sponsor, to insure adequate operation and maintenance of said scoreboard.

2. In exchange for the provisions of said funds, the Sponsor shall have the right to provide a logo as detailed herein.

3. Appendix A attached to and incorporated herein by reference, details the available signs and panels as indicated therein.

4. Sponsor shall agree to pay the fees indicated on the Fee Schedule referenced on Appendix A for each sign and/or panel selected; for a five (5) year term, which may be extended once for an additional five (5) year terms on the same terms and conditions as provided for in the initial term.

Payments shall be as follows:

a) A first payment of sixty (60%) percent of the total sum upon execution of this Agreement by both parties.

b) A second and final payment of the remaining forty (40%) percent balance is due on the first anniversary date of the execution of this Agreement.

5. In exchange for said payment, the City shall operate and maintain the above referenced scoreboard, and shall provide first logo (as approved by Sponsor), and will install a new sign after 5-years. If Sponsor wishes to change the logo/artwork, said changes will be the responsibility of the Sponsor. If Sponsor wishes to change the sign before the 5 years, it will be Sponsor's responsibility for artwork, sign and installation, unless sign is damaged, then it is the City's responsibility to replace said artwork, sign and installation. The City agrees to advertise Sponsor's provided logo on the scoreboard

6. The Sponsor shall not display any logo for any illegal purposes; nor in any manner to create any nuisance or trespass.

7. Sponsor accepts the scoreboard in its present condition as suited for the use intended use by Sponsor.

8. If the scoreboard is totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the scoreboard is taken pursuant to condemnation proceedings, this Agreement shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking, and rental shall be accounted for as between the City and Sponsor as of the date within the period provided above. City shall rebuild the premises in a reasonable time and with due diligence with this Agreement remaining in force except that Sponsor's obligation shall abate until the scoreboard is restored to a tenantable condition. If the scoreboard is damaged but not wholly destroyed by any casualties after any condemnation proceeding is economically usable by Sponsor in its operations, this Agreement shall not terminate but City shall restore the Scoreboard to substantially the same condition as before damage or taking in a reasonable time and with due diligence. In the event of damage by casualty, Sponsor's obligation shall abate in such proportion as use of the Scoreboard has been destroyed and when the Scoreboard is restored to tenantable condition, full rental shall commence. In the event of a partial taking, rent shall abate on a permanent basis determined by the square footage of the Scoreboard taken and the rent rate for such area.

9. It is mutually agreed that in the event Sponsor shall default in Sponsor's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Sponsor shall default in the performance of any of the terms or provisions of this Agreement other than the provisions requiring the payment of rent and such default continues for a period of thirty (30) days after notice from City, or if Sponsor is adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, City at its option, may at once terminate this Agreement by written notice to Sponsor and thereupon this Agreement shall end. Upon such termination by City, Sponsor will at once surrender possession of the Scoreboard to City and remove all of Sponsor's effects therefrom; and City may forthwith re-enter the Scoreboard and repossess itself thereof, and remove all persons and all effects therefrom, using such force as necessary without being guilty of trespass, forcible entry or detainer or other tor.

10. No termination of this Agreement prior to the normal ending thereof, by lapse of time or otherwise, shall affect City's right to collect rent for the period prior to termination thereof.

11. If any obligation or funds owing under this Agreement are collected by or through an attorney-at-law, Sponsor agrees to pay City's attorney's fees, not to exceed fifteen (15%) percent of such collection. If Sponsor shall bring suit to enforce City's obligations hereunder, Sponsor shall be entitled to recover its attorney's fees if Sponsor prevails in such action. 12. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.

13. Notices may be sent to the follows:

<u>City:</u>

Sponsor:

City of Cartersville Attention: City Manager PO Box 1390 Cartersville, GA 30120

14. This Agreement has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any portion of this Agreement should be prohibited or invalid under such law, such provisions hall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Agreement.

15. Time is of the essence. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. This Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. This Agreement may be altered, amended or terminated by a written agreement signed by City and Sponsor.

18. See Appendix A (Fee Schedule – Dellinger Park Scoreboard Sponsorship)

-THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-

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

	CITY:
Signed, sealed and delivered this day of, 2017.	CITY OF CARTERSVILLE
Witness	By: Matthew J. Santini, Mayor
Notary Public	Attest: Meredith Ulmer, City Clerk
[AFFIX SEAL]	
My Commission Expires:	
	SPONSOR:
Signed, sealed and delivered this day of, 2017.	(Print legibly name of Sponsor on this line)
Witness	By:
Notary Public [AFFIX SEAL]	Its:
My Commission Expires:	

Appendix A

Cartersville Parks and Recreation Dellinger Park Scoreboard Sponsorship Fee Schedule – August 2017

All sponsorships are for 5-years

Football Scoreboard

Panel Size Options	Panel Size	Panel Cost	Sponsor Choice (Initials)
Panel #1 or	4'H x 24'W	\$12,000.00	
Panel #1 – A	4'H x 8'W	\$4,500.00	
Panel #1 – B	4'H x 8'W	\$4,500.00	
Panel #1 – C or	4'H x 8'W	\$4,500.00	
Panel #1 – D	4'H x 6'W	\$3,500.00	
Panel #1 – E	4'H x 6'W	\$3,500.00	
Panel #1 – F	4'H x 6'W	\$3,500.00	
Panel #1 – G	4'H x 6'W	\$3,500.00	

Softball Scoreboard

Panel Size Options (Same for Fields #1 - #6)

Panel Size Options	Panel Size	Panel Cost	Sponsor Choice (Initials)
Field # Panel #1 (1 – 6)	4'H x 8'W	\$4,000.00	
or			
Field # Panel #1 –	A 4'H x 4'W	\$2,250.00	
Field # Panel #1 –	B 4'H x 4'W	\$2,250.00	

Note: Softball Fields #4 - #6 fee schedule for sponsorship is 50%



City Council Meeting 8/17/2017 7:00:00 PM Dellinger Park - Decorative Concrete Security Light Poles

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary	Parks and Recreation Department wishes to purchase seven $-(7)$ decorative concrete security light poles for Dellinger Park. Six $-(6)$ of the poles are replacing existing poles (5-metal & 1-wooden) and one $-(1)$ pole will be added to security light system.
Department Summary Recomendation:	In 2003, CPRD began the process of replacing the wooden security light poles in Dellinger Park and the preferred choice was decorative poles manufactured by Ameron Pole Products.
	I recommend the purchase of these decorative concrete poles from Mayer Electric in the amount of \$13,225.00. This is a budget item.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid with from the GO Parks and Recreation bind funds.
Legal:	
Associated Information:	



1171 Canton Road Marietta GA 30066

Fax: 770-425-0509

Br #: 616500

Quotation #: 555839 August 07, 2017

"Purchaser"

To: CARTERSVILLE REC DEPT

Internet: www.mayerelectric.com

Date:

Ship To: Mayer - North Cobb 1171 Canton Road Marietta , GA 30066

Project Name:

Job: DECORATIVE POLES

Customer Contact: GREG

Mayer Contact: Donovan, Zac

QUOTATION VOID AFTER DATE: September 06, 2017

PIPE AND WIRE QUOTE VOID AFTER: August 08, 2017

Line	Quantity	Item Number	Description	Туре	Price	Per	Total
2	7	#8693 - MER09	MEDIUM EMBEDDED ROUND POLE, 29' 6" ABOVE GRADE, (BZ3I) BRONZE NEATURAL EXPOSED FINISH, WITH AMERISHIELD COATING, MODDCI/FE, T4 ALUMINUM TENON 2 3/8" OD X 6" LONG		1,582.0000	EA	11,074.00
3	1	FREIGHT			820.0000	EA	820.00
eight Ter	rms: FOB	Shipping Point	I	ļ Quota	tion Total:		11,894.00
reight Tei	rms:	Prepaid	& Allowed: N Prepaid & Charged: N	Spare F	Parts Included:	N	
IIS QUOT PLICABL quirements stomer wa	E, YOU AC E TAXES. s are applic arrants that	GREE AND UNDERSTAN SUBJECT TO CREDIT cable to this Contract, the there are no governmen	QUOTE ARE AVAILABLE ONLINE AT WWW.MAYERELEC ID THE TERMS AND CONDITIONS GOVERNING THIS QU APPROVAL.To the extent the Buy American Act, Trade Agre country of origin of Products is unknown unless otherwise s tal contracting requirements or regulations that apply to this as have been disclosed to Seller and agreed to bySeller in w	JOTE.QUOTE eements Act, c pecifically stat transaction(inc	TOTAL DOES N or other domestic ed by Customer cluding without lin	OT INC prefere in this C nitation	LUDE nce Contract.The any Federal
9410100111	(ogulation)						

Mayer Contact: 104414

Zac Donovan

ACCEPTANCE



Mayer Electric Supply Co. Indtem # 11

email: zdonovan@mayerelectric.com Form Effective Date: February 1, 2017

Date:



City Council Meeting 8/17/2017 7:00:00 PM Recreation Work Van Purchase

SubCategory:	Bid Award/Purchases	
Department Name:	Finance	
Department Summary Recomendation:	Recreation is in need of a prisoner work van. After the last coun meeting, Greg Anderson approached me wanting to know if the vendor (Wade Ford) would honor the price bid by Wade Ford fo the prison work van purchased by stormwater. I contacted the vendor and asked if they would honor the price and was told that they would honor the price. The bid price is for a total of \$31,541.00 which includes the extended warranty that the city garage has requested. I recommend the purchase of the recreation work van to be from Wade Ford in the amount of \$31,541.00.	
City Manager's Remarks:	Your approval of the van purchase above for the park's work crew is recommended.	
Financial/Budget Certification:	This is a budgeted item to be paid from GMA leasepool.	
Legal:		
Associated Information:		

CITY OF CARTERSVILLE 21 # SIGINIMARY OF VEHICLE BIDS - July 21, 2017 TOTAL PER UNIT COST OF VEHICLE

	issenger van	make a V-6 flex fuel pa	in as specified but does	ex fuel passenger va	Ford does not make a V-8 flex fuel passenger van as specified but does make a V-6 flex fuel passenger van
\$31,541.00			\$1,560.00	\$29,981.00	Wade Ford
Total			Stormwater	Stormwater	Vendor Name
Vendor			Extended Warranty	Prison Work Van	

City of Cartersville Stormwater Contact: Tommy Sanders 770-606-6993

Quantity: 1

Standard Van XL Model Year: 2017 or 2018 Specify Year:

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets Specifications" column if bid specifications are met and can

provide additional comments if necessary. If the Meets Specification column is not marked, or it is incomplete, your bid will not be considered for award.

Until all the information is furnished. Do not use "comply", "yes", "OK",

"Same", an "X", a "V", checkmark, or a (") Ditto mark.

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

(all bid specifications are minium specifications)

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bld.

Stormwater Dept Full Size Van	Mee Specific			
	YES	NO	COMMENTS	
XL Full Size Van	N5875		8	
Seating for 15 passengers	MEETE			
Automatic 2WD Transmission	MEBTS			
V8 Engine with Flex Fuel		~	V-6 275 HP	
Min, 16" Steel Road Wheels	MEETS			
Tires 235 all-season	MEETS			
Full size Spare Tire	MEGTS			
Fixed Rear Passenger Windows	MEBTS			
Rear Glass Window Fixed	MEETS			
Power Steering	MERS			
Power Brakes	HEBYS		-	
AM/FM/Radio	MEETS			
DC Power Source Front (only)	METERS			
AC/ Heat-Driver Controlled Front & Rear	HEETS			

Item # 12

	1	REAR LOCKS
Auto Lock Front Controlled (only)	M15873	DISABLEED
Dome lights Driver Controlled	MEETS	
Tilt Steering Wheel	HOUDS	
Extended Front Side Veiw Mirrors	MUETS	LONG ARM
Rubber flooring	MERS	
Front Seat Grey Bucket Style (manual)	METTS	
Vinyl Grey Seats Bench for rear	HARTS	
Air bags driver front passenger	RETS	<u>6</u>
Exterior Color - White	METTI	#
Passenger Side Dual Opening Doors	MEETS	tem
Standard Front Grille	HEOTS	
Standard Bumpers, Blk or Gray	HETTS	
Heavy-Dutey Rear Reciver Hitch	Moors	
Heavy Duty Suspension	HENTS	
Steel Cage btw. Front & Rear Seats	HOSTS	PRISONER
Extended Warranty	NA	SEE ATTACHOS
3 Sets of Keys	HEETS	

Total Per Unit Price

+ 29 ABI =

Anticipated number of weeks until delivery (after approval): <u>UST 16 WKS</u> List additional options or other pertinent information.

VARIOUS WAREANTY OPTIONS (ESC) ATTACHOD

Bid Submitted By: Vendor

Contact Person Telephone Number JACK BRATLAND

Per Jack Eastland - Add # 1,560.00 for cost of extended warranty Syear / losion mile and no ductible. The cost of extended Warranty was not added into cost of rehide as the garage did not specify what warrenty coverage was wanted at the time of the bid # 29,981.00 Cost of vehile # 1565.00 Cost of extended warring # 31,541.00 futat Cost of vehile OPENINS. THE 1/21/17

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the City of Cartersville.

JACK EASTLAND	WADE FORD INC
Name of Individual, Partner,	Company
or Corporation	
GOOV'T SALES	3 BLO South COBE DR
Title	Address
On Enth	CHURCH AND BOORD

Authorized Signature

<u>SHYRMA</u>, <u>GA</u> City, State, and Zip Code

678 385-3452 Company Phone Number



City Council Meeting 8/17/2017 7:00:00 PM IT Server Cabinets

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The Fiber Department would like to purchase server cabinets and cable racks to store city servers, IT equipment and fiber cables to serve these devices at the new fiber building. The cost of these cabinets and ladder racks is \$8,280.88 and I recommend approval of this purchase.
City Manager's Remarks:	Your approval of the purchase listed above is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

ACCU-TECH

660 Hembree Parkwaytsunteenboursbewellpage 1005A 30076



Partfiniti
Quoted to: Steve Prather
NCI
4825 River Green Parkway Duluth, Ga
United States 30096

Ship to:

NCI 4825 River Green Parkway Duluth, Ga United States 30096

Bill to: NCI

4825 River Green Parkway Duluth, Ga United States 30096



	#	Vendor #	Part Description	Manufacturer	Requested Quantity	MOQ	UOM	
-	v11	10250-E18	Ladder Rack 18"; White	CPI	13			
	v12	11301-001	Butt-Splice Kit; 0.38"W x 1.5"H x 5"L; Gold	CPI	8	8	each	
	v13	11312-E18	Triangular Support Bracket; White	CPI	8	8	each	
	v14	11302-001	Junction-Splice Kit; 0.38"W x 1.5"H; Gold	СЫ	8	8	each	
	v15	12101-E01	Cable Runway Radius Drop, Stringer; 10.25"W; White	СРІ	14	14	each	
	v16	11431-001	J-Bolt 5/16-18; 2.25"L; Gold	CPI	15	15	each	

Total:

Quote

Primary Contact

Sean Van Buren sean.vanburen@accu-tech.com 404-456-5840

Secondary Contact

Quote Date -

Price	Extended
\$91.00000	\$1,183.00
\$8.00000	\$64.00
\$56.00000	\$448.00
\$8.30000	\$66.40
\$30.00000	\$420.00
\$2.16000	\$32.40

\$2,213.80

ACCU-TECH

Attachment number 2 \nPage 1 of 1

08/11/17

660 Hembree Parkway Suite 100 Roswell, GA USA 30076



Quoted to: Steve Prather Quote #	
NCI <u>#452-38002</u>	
4825 River Green Parkway Duluth, Ga	sear
United States 30096 RFQ #	
Ship to:	
NCI Project Name	
4825 River Green Parkway Duluth, Ga	
United States 30096	
Pricing Valid Until	
Bill to: 09/10/17	
NCI	
4825 River Green Parkway Duluth, Ga	

United States 30096

#	Part	Vendor #	Part Description	Manufacturer	Requested Quantity	MOQ	UOM	
v11	<u>50120-715</u>	50120-715	Quadra Rack; 19"W x 8'H x 29"D; Black; 51 RMU; No. of Posts - 4; Top Angle	CPI	4	4	each	\$
v12	<u>13912-715</u>	13912-715	Velocity Vertical Cable Manager, Double-Sided, 6 inches W X 8 ft H (152 mm W X 2438 mm H), Black	CPI	4	4	each	\$
v13	<u>13902-715</u>	13902-715	Velocity Vertical Cable Manager, Single-Sided, 6 inches W X 8 ft H (152 mm W X 2438 mm H), Black	CPI	6	6	each	\$
v14	<u>13930-702</u>	13930-702	Velocity Horizontal Cable Manager, Single-Sided, 2U, Black	Data sheet CPI	8	8	each	
v15	<u>14072-719</u>	14072-719	Fixed Shelf; vented; 19"W x 3.5"H x 29"D (740 mm); Black; UL Listed	CPI	8	8	each	\$
v16	<u>40605-005</u>	40605-005	Combination Pan Head, Pilot Point Mounting Screws; Black; Size: 12- 24; Quantity per Package: 50	Data sheet CPI	4	4	package	

Quote

Primary Contact

Sean Van Buren ean.vanburen@accu-tech.com 404-456-5840

Secondary Contact

Quote Date -

Price	Extended
\$672.27000	\$2,689.08
\$235.00000	\$940.00
\$193.00000	\$1,158.00
\$36.00000	\$288.00
\$117.00000	\$936.00
\$14.00000	\$56.00

\$6,067.08





City Council Meeting 8/17/2017 7:00:00 PM Cisco Router

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The Fiber Department needs to purchase a Cisco Router from Centrics IT to help direct internet traffic at the city's firewall. Currently the city purchases internet bandwidth from two independent carriers who have their own diverse routes. This is important to keep the city's internet operational in case one route accidently has a line cut. The purchase of a Cisco Router will prevent problems that arise from having two internet service providers connected to one firewall. This router has the ability to scale up in terms of capacity for future growth. The cost of the new Cisco Router from Centrics IT is \$16,985 and is recommended for your approval.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Part Number	Description	Qty	Unit List Price	New	Extended Price
ASR1001-X	Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB DRAM	1	\$17,000	\$5 <i>,</i> 995	\$5,995
CON-SNT- ASR1001X	SNTC-8X5XNBD Cisco ASR1001-X Chassis, Crypto, 6 built	1	\$1,122	\$1,043	\$1,043
SLASR1-IPB	Cisco ASR 1000 IP BASE License	1	\$5,000	\$2,175	\$2,175
CON-SNT- SLASR1IK	SNTC-8X5XNBD Cisco ASR 1000 IP BASE License	1	\$330	\$307	\$307
FLSA1-BIN- 1X10GE	ASR1001-X Built-In 10GE 1-port License	1	\$7,000	\$1,800	\$1,800
CON-SNT- FLSABGEX	SNTC-8X5XNBD ASR1001-X Built-In 10GE 1- port License	1	\$462	\$430	\$430
M-ASR1001X- 16GB	Cisco ASR1001-X 16GB DRAM	1	\$11,000	\$2,195	\$2,195
SPA-1X10GE-L- V2	Cisco 1-Port 10GE LAN-PHY Shared Port Adapter	1	\$10,000	\$2,445	\$2,445
CON-SNT- 1X10GEV2	SNTC-8X5XNBD 1-Pt 10GE LAN-PHY Shared PT Adptr	1	\$640	\$595	\$595

Centrics IT Proposal for Cisco Router

Total \$16,985

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.

368090 EEV/Basic Pilot Program* User Identification Number BY: orized Officer-or Agent Contractor Name) Vice President ERTRICS LLC Title of Authorized Officer or Agent of Contractor Contractor/Entity Name PKW 3140 Northwood 700 Norcross, GM 30071 te HUMMINIA PEA KL Contractor Address Jonathan Hans Printed Name of Authorized Officer or Agent SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF Hugust maru Notary Public mmmwww. My Commission Expires: 4-16-2021

* 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).

Attachment number 2 \nPage 1



City Council Meeting 8/17/2017 7:00:00 PM Audio/Video Storage Server

SubCategory:	Bid Award/Purchases
Department Name:	Police Department
Department Summary Recomendation:	I am requesting approval to purchase an audio/video storage server to store our in-car camera and body camera audio and video footage. We are required to keep this video for 30 months if a criminal case is made and we are rapidly running out of room on our current storage server. The police department sent a request for bids (RFB) for an audio/video server to three companies and we received three bids. The following are the bids for the server from each company that met the specifications: CDW-G \$7,934.85 Data, INC. \$8,999.00 Rapid Expres \$9,672.00 I recommend the low bid, CDW-G, for \$7,934.85. 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. Copies of the Bid documents will be available at the City Council meeting.
City Manager's Remarks:	Your approval of the CDW-G bid in the amount of \$7,934.85 is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid for with DEA funds.
Legal:	
Associated Information:	



City Council Meeting 8/17/2017 7:00:00 PM Patrol and CID Vehicles

CID vehicles. These are replacement vehicles for our fleet and th older vehicles will be declared surplus. Two of the patrol vehicles are replacements for vehicles that were involved in accidents and will be paid for out of the city's insurance account. The rest of th vehicles are budgeted items and will be paid for out of federal asset forfeiture funds.The police department sent a request for bids (RFB) for patrol vehicles to eight local car dealerships and also placed the RFB on the city's website. We subsequently received three bids from dealerships. The following are the bids for the patrol vehicle from each dealership that met the specifications:Department Summary Recomendation:State State	SubCategory:	Bid Award/Purchases
CID vehicles. These are replacement vehicles for our fleet and th older vehicles will be declared surplus. Two of the patrol vehicles are replacements for vehicles that were involved in accidents and will be paid for out of the city's insurance account. The rest of th vehicles are budgeted items and will be paid for out of federal asset forfeiture funds.The police department sent a request for bids (RFB) for patrol vehicles to eight local car dealerships and also placed the RFB on the city's website. We subsequently received three bids from dealerships. The following are the bids for the patrol vehicle fror each dealership that met the specifications:Department Summary Recomendation:Robert Loehr Dodge Ginn Commercial\$23,681.58/vehicle\$118,407.90 (total) The police department sent a request for bids (RFB) for two CID	Department Name:	Police Department
the city's website. We subsequently received three bids from dealerships. The following are the bids for the CID vehicles from each dealership that met the specifications:Robert Loehr Dodge\$23,512.00/vehicle\$47,024.00 (total)Don Jackson Dodge\$23,648.00/vehicle\$47,296.00 (total)Ginn Commercial\$23,778.00/vehicle\$47,556.00 (total)The total amount for all of the vehicles is \$164 294 00 with two	Department Summary	I am requesting approval to purchase five patrol vehicles and two CID vehicles. These are replacement vehicles for our fleet and the older vehicles will be declared surplus. Two of the patrol vehicles are replacements for vehicles that were involved in accidents and will be paid for out of the city's insurance account. The rest of the vehicles are budgeted items and will be paid for out of federal asset forfeiture funds. The police department sent a request for bids (RFB) for patrol vehicles to eight local car dealerships and also placed the RFB on the city's website. We subsequently received three bids from dealerships. The following are the bids for the patrol vehicle from each dealership that met the specifications: Robert Loehr Dodge \$23,453.00/vehicle \$117,270.00 (total) Don Jackson Dodge \$23,681.58/vehicle \$118,407.90 (total) Ginn Commercial \$24,062.00/vehicle \$120,310.00 (total) The police department sent a request for bids (RFB) for two CID vehicles to eight local car dealerships and also placed the RFB on the city's website. We subsequently received three bids from dealerships. The following are the bids for the CID vehicles from each dealership that met the specifications: Robert Loehr Dodge \$23,512.00/vehicle \$47,024.00 (total) Don Jackson Dodge \$23,648.00/vehicle \$47,296.00 (total) Don Jackson Dodge \$23,6778.00/vehicle \$47,296.00 (total) The total amount for all of the vehicles is \$164,294.00 with two vehicles (\$43,906.00) being paid out of the city's insurance cover Mem

	I recommend the low bid Robert Loehr Dodge for both the patrol vehicles and the CID vehicles. 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 month) 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. Copies of the bids for the patrol and CID vehicles will be available at the Council meeting.
City Manager's Remarks:	Your approval of the bids outlined above is recommended to a maximum, not exceed amount of \$240,000.00 total for all vehicles including the equipment package.
Financial/Budget Certification:	5 of the vehicles are budgeted items to be paid from DEA funds and the remaining two vehicles will be paid from the property and casualty funds as they are replacements for wrecked vehicles.
Legal:	
Associated Information:	



City Council Meeting 8/17/2017 7:00:00 PM June 2017 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recomendation:	Attached are the monthly reports for June 2017. These reports are unaudited and are based on the cash method of reporting.
City Manager's Remarks:	Tom R. will present this information at the Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

		A	As of June 30, 2017	17	
3m # 17	21 # ment FY 2015-16	FY 2016-17 MONTH OF	FY 2015-16 Year to Date	FY 2016-17 Year to Date	100.00% OF BUDGET
	June-16	J <u>une-17</u>	<u>June-16</u>	<u>June-17</u>	(<u>Year to Date</u>)
GENERAL PUND excluding SPLOST, DDA &	\$1.667.769	S1.486.209	\$33,383,078	\$22,842,747	98.44%
EXPENDITURE	\$1,341,511	\$1,721,884	\$32,317,873	\$22,348,989	96.32%
Gen. Fund Net Profit (Loss)	\$326,258	(\$235,675)	\$1,065,205	\$493,758	
WATER & SEWER					
REVENUE	\$1,562,551	\$1,617,282	\$16,492,929	\$18,191,622	87.31%
ENPENDITURE	\$1,372,468	\$1,690,519	\$13,614,244	\$14,102,742	67.68%
Wtr. & Swr. Fund Net Profit (Loss)	\$190,083	(\$73,237)	\$2,878,685	\$4,088,880	
GAS					
REVENUE	\$1,494,532	\$1,550,358	\$19,618,154	\$21,929,280	72.29%
ENPENDITURES	\$1,416,454	\$4,/11,008	\$18,671,009	\$23,772,152	/8.30%
Gas Fund Net Profit (Loss)	\$78,078	(\$3,100,650)	۵۷4/,145	(\$1,842,872)	
ELECTRIC					
REVENUE	\$4,398,443	\$4,054,011	\$49,454,733	\$48,557,229	97.69%
EXPENDITURES	\$3,995,018	\$4,210,983	\$46,539,319	\$46,206,409	92.96%
Electric Fund Net Profit (Loss)	\$403,425	(\$156,972)	\$2,915,414	\$2,350,820	
STORMWATER					
REVENUE	\$120,105	\$125,971	\$1,410,691	\$1,462,739	$101.14^{\circ}/_{\circ}$
ENPENDITURE	\$199,477	\$124,997	\$1,276,086	\$1,389,005	96.04%
Stormwater Fund Net Profit (Loss)	(\$79,372)	\$974	\$134,605	\$73,734	
SOLID WASTE					
REVENUE	\$349,378	\$199,751	\$2,535,846	\$2,532,382	106.37%
EXPENDITURE	\$125,735	\$192,923	\$2,296,306	\$2,377,333	99.86%
Solid Waste Fund Net Profit (Loss)	\$223,643	\$6,828	\$239,540	\$155,049	
FIBER OPTICS					
REVENUE	\$185,817	\$163,061	\$2,059,942	\$2,093,109	$110.44^{0/0}$
EXPENDITURE	\$153,256	\$225,945	\$1,689,292	\$1,749,719	92.32%
Fiber Fund Net Profit (Loss)	\$52,561	(\$02,884)	00,070	Ukc'ctc¢	

MONTHLY SUMMARY As of June 30, 2017

	B 1.4	010010047		Totals to
	Description	6/30/2017	FY 2017 Budget	Budget
General Fund	Total Revenues	\$22,842,748	\$23,203,830	98.44%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,521,661	\$2,578,225	97.81%
	Local Option Sales Tax (LOST)	\$3,718,929	\$3,694,800	100.65%
	Other Taxes	\$8,165,113	\$7,993,365	102.15%
	Building Permit & Inspection Fees	\$315,070	\$220,000	143.21%
	Fines and Forfeitures	\$494,153	\$675,000	73.21%
	Operating Transfers In-City Utilities	\$3,458,301	\$3,571,700	96.83%
	Other Revenues	\$4,169,521	\$4,470,740	93.26%
	Total Expenditures	\$22,348,990	\$23,203,830	96.32%
	Personnel Expenses	\$15,823,865	\$16,338,895	96.85%
	Operating Expenses	\$5,703,726	\$6,042,510	94.39%
	Capital Expenses	\$341,690	\$366,725	93.17%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Debt Pymt - JDA/CBA	\$24,009	\$0	#DIV/0!
	Library Appropriations	\$455,700	\$455,700	100.00%
Water & Sewer Fund	Total Revenues	\$18,191,622	\$20,836,040	87.31%
	Water Sales	\$11,509,219	\$9,903,000	116.22%
	Sewer Sales	\$6,033,330		104.56%
	Bond Proceeds	\$0	\$3,608,040	0.00%
	Prior Year Bond Proceeds	\$0		#DIV/0!
	Prior Year Capacity Fees	\$0	\$690,000	0.00%
	Other Revenues	\$649,073	\$865,000	75.04%
	Total Expenditures	\$14,102,742	\$20,836,040	67.68%
	Personnel Expenses	\$3,306,628	\$3,542,720	93.34%
	Operating Expenses	\$3,445,556		101.00%
	Capital Expenses	\$1,650,816		20.63%
	Transfer To General Fund	\$2,077,820		100.00%
	Debt Payments	\$3,621,922		95.26%
Gas Fund	Total Revenues	\$21,929,280	\$30,336,305	72.29%
	Gas Sales	\$19,495,922		104.04%
	Gas Commodity Charge	\$1,449,113		111.47%
	Bond Proceeds	\$0		0.00%
	Proceeds from Capital Leases	\$0		0.00%
	Other Revenues	\$984,245		55.76%
	Use of Reserves	\$0		0.00%
	Total Expenses	\$23,772,152	\$30,336,305	78.36%
	Personnel Expenses	\$1,877,591		92.11%
	Operating Expenses	\$1,154,586		63.39%
	Purchase of Natural Gas	\$14,380,613		108.67%
	Transfer to General Fund	\$3,070,825		100.00%
	Capital Expenses	\$3,288,537		32.33%

% of Monthly

				% of Monthly Totals to
	Description	6/30/2017	FY 2017 Budget	Budget
Electric Fund	Total Revenues	\$48,557,229	\$49,703,855	97.69%
	Electric Sales	\$47,058,307	\$48,255,720	97.52%
	Other Revenues	\$1,498,922	\$1,448,135	103.51%
		+ • • • • • • • • • • • • • • •		
	Total Expenses	\$46,206,410	\$49,703,855	92.96%
	Personnel Expenses	\$2,346,818	\$2,411,910	97.30%
	Operating Expenses	\$1,288,179	\$1,397,270	92.19%
	Purchase of Electrcity	\$38,792,074	\$41,900,900	92.58%
	Capital Expenses	\$1,098,699	\$1,313,135	83.67%
	Transfer to General Fund	\$2,680,640	\$2,680,640	100.00%
Stormwater Fund	Total Revenues	\$1,462,739	\$1,446,250	101.14%
	Stormwater Revenues	\$1,442,248	\$1,340,000	107.63%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$20,491	\$11,250	182.14%
	Proceeds from Capital Leases	\$0	\$95,000	0.00%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,389,005	\$1,446,250	96.04%
	Personnel Expenses	\$752,348	\$616,720	121.99%
	Operating Expenses	\$571,107	\$579,465	98.56%
	Capital Expenses	\$65,550	\$250,065	26.21%
Solid Waste Fund	Total Revenues	\$2,532,382	\$2,380,750	106.37%
	Refuse Collections Revenues	\$2,330,786	\$2,181,550	106.84%
	Other Revenues	\$61,263	\$44,200	138.60%
	Proceeds From Capital Leases	\$140,333	\$155,000	90.54%
	•			
	Total Expenses	\$2,377,333	\$2,380,750	99.86%
	Personneł Expenses	\$1,004,086		92.41%
	Operating Expenses	\$1,232,914	\$1,139,185	108.23%
	Capital Expenses	\$140,333	\$155,000	90.54%
Fiber Optics Fund	Total Revenues	\$2,093,109	\$1,895,220	110.44%
	Fiber Optics Revenues	\$1,829,170	\$1,785,475	102.45%
	GIS Revenues	\$106,800	\$104,000	102.69%
	Other Revenues	\$157,139	\$5,745	2735.23%
		<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	φ0,140	2,00.2070
	Total Expenses	\$1,749,719	\$1,895,220	92.32%
	Personnel Expenses	\$711,577		94.64%
	Operating Expenses	\$813,428	\$924,900	87.95%
	MEAG Telecom Statewide Pymt	\$9,026	\$9,435	0.00%
	Debt Payment to Electric Dept	\$0	\$0	0.00%
	Capital Expenses	\$215,688	\$209,000	103.20%

Item # 17

Cash Position

						110010	
Total Unrestricted Cash Balance \$ Total Restricted Cash Balance \$	6/30/16 \$22,580,760.97 \$63,414,957.28	6/30/16 7/31/16 \$22,580,760.97 \$23,043,518.48 \$63,414,957.28 \$63,140,439.64	8/31/16 9/30/16 \$24,400,752.42 \$24,852,012.1 \$63,887,043.37 \$64,526,787.1	9/30/16 \$24,852,012.13 \$64,526,787.10	10/31/16 \$28,550,820.83 \$63,362,281.90	,11/30/16 \$28,729,936.81 \$65,126,782.85	12/31/16 \$29,236,794.26 \$65,913,404.35
Cash Position		1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17
Total Unrestricted Cash Balance Total Restricted Cash Balance		\$29,808,375.30 \$65,706,022.40	\$29,808,375.30 \$30,513,726.12 \$30,572,907.94 \$65,706,022.40 \$66,320,232.85 \$65,931,757.00	\$30,572,907.94 \$65,931,757.00	\$32,131,146.80 \$66,837,442.98	\$32,510,036.80 \$66,814,345.73	\$30,004,378.25 \$66,480,631.63

Highlights for the Month of June 2017:

Unrestricted cash increased slightly due to decreased cash in the gas fund (wire funds for the construction of the Transco Pipeline).

Restricted cash decreased due to decresased cash in the GO Parks and Recreation Bond Fund and the SPLOST funds.

***** The allocation of cash has not been made when this report was generated and may change as the year-end close process is completed.