



City of Cartersville

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

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

COUNCILPERSONS:

Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Jayce Stepp
Louis Tonsmeire, Sr.
Taff Wren

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 4/21/2016
Work Session – 6:00 P.M.

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. April 7, 2016 (Pages 1-16)

[Attachments](#)

B. Proclamations

1. National Autism Awareness Month (Pages 17-18)

[Attachments](#)

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

1. File AZ16-02: Deannexation request for property adjacent to 1261 West Avenue by H. F. Johnson Jr. LLC, for expansion of auto repair business. Property is city zoned G-C and would become County Zoned C-1 (Commercial). Said property contains 1.67 acres (Pages 19-32)

[Attachments](#)

D. Contracts/Agreements

1. Updated Version of Statewide Mutual Aid Agreement (Pages 33-42)

[Attachments](#)

2. Amendment to Transco Precedent Agreement (Pages 43-45)

[Attachments](#)

3. Telecommunications Services Agreement (Pages 46-47)

[Attachments](#)

E. Bid Award/Purchases

1. Firewall Support Renewal (Page 48)

[Attachments](#)

2. Biosolids Spreading Equipment Tires (Pages 49-50)

[Attachments](#)

3. P2A4 Motor Repair for 150 HP Aerator (Pages 51-52)

[Attachments](#)

4. EZ-GO Golf Cart for Parks and Recreation Dept. (Pages 53-58)

[Attachments](#)

5. Electric Department Truck Repair (Pages 59-60)

[Attachments](#)

F. Monthly Financial Statement

1. February 2016 (Pages 61-65)

[Attachments](#)

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



City of Cartersville

City Council Meeting
4/21/2016 7:00:00 PM
April 7, 2016

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

City Council Meeting
10 N. Public Square
April 7, 2016
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Hodge

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Louis Tonsmeire, Sr., Council Member Ward Three; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Catheryn Hembree, Deputy City Clerk; and David Archer, City Attorney.

Absent: Jayce Stepp, Council Member Ward Two; and Lindsey McDaniel Council Member Ward Four.

II. Regular Agenda

A. Council Meeting Minutes

1. March 17, 2016

A motion to approve the March 17, 2016 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Hidge. Motion carried unanimously. Vote 4-0

B. Second Reading of Ordinances

1. Amendment to Public Safety – Indoor Firing Range

Randy Mannino, Planning and Development Director stated that this ordinance allows the discharge of firearms in the City Jurisdiction as long as it is in the confines of an approved firing range. Mr. Mannino stated that there have been no additions or corrections since the first reading and recommended approval.

A motion to approve the Amendment to the Public Safety Ordinance was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 07-16

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 **CHAPTER 11. MISCELLANEOUS PROVISIONS AND OFFENSES, ARTICLE IV. OFFENSES INVOLVING PUBLIC SAFETY. SEC. 11-143. DISCHARGING FIREARMS IN CITY** is hereby amended by adding a new paragraph (c) as follows:

1.

- (c) **Discharging firearms is allowed at an Indoor Firing Range where firearm discharges are totally confined, including sound emissions.**

2.

All other provisions of Section 11-143 are to be unaltered and shall remain as is.

3.

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 this the 18th day of March 2016.

ADOPTED this the 7th day of April 2016. Second Reading.

/s/ **Matthew J. Santini**

Matthew J. Santini

Mayor

ATTEST:

/s/ **Catheryn Hembree**

Catheryn Hembree

Deputy City Clerk

2. Amendment to Business License – Indoor Firing Range

Randy Mannino, Planning and Development Director stated that this ordinance amendment provides for standards of the establishment and operation of a firing range in the City. Mr.

Mannino stated that there have been no additions or corrections since the first reading and recommended approval.

A motion to approve the Amendment to the Business License Ordinance was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 08-16

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 **CHAPTER 10. MISCELLANEOUS BUSINESS REGULATIONS** is hereby amended by adding a new Article XV. Indoor Shooting Ranges as follows:

1.

ARTICLE XV - INDOOR SHOOTING RANGES

Sec. 10-546. - Indoor shooting ranges permitted.

Indoor shooting ranges (hereinafter referred to as "ranges") are hereby allowed in the City of Cartersville, Georgia, subject to the terms, conditions and regulations set out and specified in this section. The term "range" is defined as a room, place or enclosure wherein the firing of firearms is permitted to practice marksmanship.

Sec. 10-547. - License required.

It shall be unlawful for any person, association, partnership or corporation to operate a Range within the City of Cartersville without a license to do so. The annual fee shall be as required in Section 10-174 and 17-81.

Sec. 10-548. - Licensee qualifications.

(a) No license to operate a range shall be granted to any person who, has ever been convicted of a felony or has within five (5) years prior to the filing of the application for such license, has been convicted under any federal, state or local law of any offense involving the possession or use of firearms, any misdemeanor involving moral turpitude, or of any felony. For the purposes of this section, a plea of nolo contendere shall constitute a conviction.

(b) No license for operation of a range shall be granted to any person who has had any city license revoked within two (2) years prior to the filing of the application.

Sec. 12-549. - License application.

(a) Every applicant for a license shall make written application to the Planning and Development Department on forms prescribed by the Planning and Development Department. All applications shall be accompanied by a certified check/cash for the full amount of the license fee, together with a separate check or cash in the amount of one hundred dollars (\$100.00) to defray investigative and administrative costs.

(c) Every application for a license shall be accompanied by one (1) or more fully completed background questionnaires on forms prescribed by the Planning and Development Department. The background questionnaire shall be completed by the owner and primary operator of the range. If the owner is a corporation or partnership, each officer and director of the corporation and each general partner of the partnership shall provide a background questionnaire.

(d) The Planning and Development Director or his/her designee shall review the application and shall send a copy to all affected departments of city government to determine compliance with city regulations and laws, and to the police department to investigate the character and reputation of the applicant and other parties required to submit background questionnaires.

Sec. 10-550. - General regulations for ranges.

(a) Buildings containing ranges shall have walls, ceilings and floors that are either impenetrable to the bullets of the firearms being used within it, or have internal baffling built so that the bullets cannot hit the walls or ceilings. Provisions shall also be made to stop glancing bullets or particles of bullets at the sides of the target area. Specifications must be included with the application.

(b) A system of ventilation shall be installed within the range in accordance with the standards and requirements of the Environmental Protection Agency (the "EPA").

(c) The range shall be so constructed and insulated that the discharge of firearms within it shall not disturb persons outside the premises. The discharge of firearms shall be deemed to constitute a disturbance if the noise level exceeds sixty-five decibels (65dBA) at a distance of fifty (50) feet or more from the building containing the range. Sound measurements shall be made with a sound level meter.

(d) Hearing protection which fully cover the shooters' ears will be provided by the range and made available for all shooters or other persons in the firing area.

(e) There shall be one (1) instructor for each six (6) firing points in use. All instructors will be required to be certified by the National Rifle Association or similar organization satisfactory to the city. The owner of the range shall require personnel, instructors and attendants to be at least eighteen (18) years of age.

(f) No person under the age of eighteen (18) years shall be permitted to enter a range unless accompanied by an adult.

(g) No weapons other than handguns with a rating equal to or less than ATI Class 1 500 Mag or e rifles with a rating equal to or less than ATI Class 2 300 Win Mag shall be allowed on the premises. All weapons brought into the range shall be in a case designed for the weapons so that no part of the weapon will be visible. Certified law enforcement officers are exempt from the provisions of this article.

(h) Loaded weapons shall only be allowed in the firing area of the range and shall not be permitted in any other place inside the building or premises or within the property boundaries outside the building; except as otherwise provided for by Georgia Law..

(i) Not more than one (1) person shall shoot from a firing point at one (1) time. All of the persons except instructors must stand behind the firing point. No person shall be allowed in front of a firing point at any time during operating hours except instructors and/or employees and law enforcement officers.

(j) An emergency system shall be installed within each range, capable of alerting the people on the range to stop firing immediately.

(k) It shall be unlawful for any person operating a range to permit any person or persons to bring any alcoholic beverages on the premises of any range, or to permit the consumption of alcoholic beverages on the premises or to permit alcoholic beverages to be left at any place on the premises. It shall also be unlawful for any person operating a range to permit any intoxicated person to be or remain in the premises of a range.

(l) It shall be unlawful for any person operating a range to permit any form of gambling or wagering.

(m) It shall be the responsibility of the licensee or instructor to brief patrons concerning the rules and regulations in the range before they are permitted to use the firing range. The licensee shall keep posted in a conspicuous place inside the building and outside the building a sign stating the rules and regulations of the range.

(n) All ranges shall be subject to all requirements of the Occupational Safety and Health Act, and the National Institute for Occupational Safety and Health.

(o) The above rules are required to be posted in an area open and visible to the public.

Sec. 12-551. - Location; hours of operation.

(a) No range shall be located within two- hundred (200) feet of any parcel of land which is zoned for residential uses or purposes. No range shall be located within any zoning category other than (G-C) General Commercial or Light Industrial (L-I) as defined in the City of Cartersville Zoning Ordinance.. The measurement of distances for the purposes of this section shall be from property line to property line along the shortest possible straight line distance, regardless of any customary or common route or path of travel, i.e. "as the crow flies".

(b) No range shall be open for business between the hours of 12:00 midnight and 6:00 a.m.

Sec. 12-552. - Suspension or revocation of license.

The Planning and Development Director may suspend or revoke the license of any licensee found to have violated any provision of this section. However, no license shall be suspended or revoked without the opportunity for a hearing before the city council. Any licensee desiring a hearing shall, within fifteen (15) days of being notified of an ordinance violation, file a written petition for a hearing in the office of Planning and Development. A hearing shall be conducted by the city council within thirty (30) days of the filing of the petition, unless a continuation of such date is agreed to by the licensee and the City Manager. The licensee shall have the right to be represented by an attorney at the hearing, at the expense of the licensee. The findings of the city council shall be forwarded to the Planning and Development Director after the conclusion of the hearing and it shall be the duty of the Planning and Development Director to notify the licensee of the action of the city council. The findings of the city council shall be final. The findings of the city council may be appealed to the Superior Court of the county within thirty (30) days of the date of the findings; provided, however, that the findings shall not be set aside unless found to be contrary to law or ordinance, or unsupported by any evidence on the record as a whole. For the purposes of this section, notice shall be deemed delivered when personally served or, when served by mail, within three (3) days after the date of deposit in the United States Mail. An appeal stays the Order of the Planning and Development Director or City Council.

Sec. 12-553. - Criminal penalties.

(a) Any person, firm or corporation operating a range within the municipality without having obtained a license as provided for in this section, shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not more than one thousand dollars (\$1,000.00); and each day the range is operated without a license shall be a separate offense.

(b) Any licensee who violates any provision of this section shall be guilty of a misdemeanor and upon conviction shall be fined in an amount not more than one thousand

dollars (\$1,000.00); and each violation thereof shall constitute a separate offense and shall be punishable as such.

Sec. 12-554. - Unlawful operation declared nuisance.

Any range operated, conducted or maintained contrary to the provisions of this article shall be and the same is hereby declared to be unlawful and a public nuisance. The city may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings for abatement, removal or enjoyment thereof, in the manner provided by law.

Sec. 12-555. - Liability insurance

(a) The owner of the range, whether individual, or corporate or other business entity, shall carry liability insurance protecting the general public and users of the range against any injury resulted from the discharge of firearms in the range in the amount of not less than five hundred thousand dollars (\$500,000.00) bodily injury and one hundred thousand dollars (\$100,000.00) property damage.

Sec. 12-556. - Miscellaneous.

(a) The provisions of this article regulating the operation of ranges are declared to be the minimum standards for the operation of a range. The operator of a range shall also be required to comply with any applicable county, state or federal regulations. Nothing in this article shall be deemed to permit or condone any activity which is otherwise declared to be unlawful by any applicable county, state or federal regulation.

(b) The provisions of this article are severable, and if any provision or section is determined to be invalid by a court of competent jurisdiction, the remaining provisions of this article shall remain in full force and effect.

2.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of March 2016.

ADOPTED this the 7th day of April 2016. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Catheryn Hembree
Catheryn Hembree
Deputy City Clerk

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

1. File T16-01: Text amendment application by the City of Cartersville to allow Indoor Firing Ranges in certain districts as, and Special Use standards for Indoor Firing Ranges

Randy Mannino, Planning and Development Director stated that this Zoning and Annexation request had no conflicts with the other City Departments and all adjacent property owners have been notified and the required legal notices have been advertised. The City ordinances currently do not allow for the discharge of firearms in the City and this ordinance includes indoor firing range facilities. There have been discussions about the possibility of modifying the general ordinance to allow for Indoor Firing Ranges. If said general ordinance is changed, the City's zoning ordinance would also have to be modified to provide for zoning districts where this use would be appropriate. Mr. Mannino stated that there two districts being considered and they are G-C (General Commercial) and L-I (Light Industrial). These districts were chosen because of other indoor recreation and training type facilities that are already allowed in these districts. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing.

A motion to approve Text Amendment 16-01 was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 09-16

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 CHAPTER 26. ZONING. ARTICLE X. INDUSTRIAL DISTRICT REGULATIONS. Section 10-1 – L-I. Light Industrial District. Subsection 10.1.2. Use Regulations. A. Permitted Uses is hereby amended by adding the following permitted use to said subsection as follows:

1.

Indoor Firing Range

2.

All other provisions of Section 10.1.2 - L-I are to be unaltered and shall remain as is.

3.

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 this the 17th day of March 2016.

ADOPTED this the 7th day of April 2016. Second Reading.

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

ATTEST:

/s/ Catheryn Hembree
Catheryn Hembree
 Deputy City Clerk

2. File SU16-02: Special Use application by Douglas Street United Methodist Church for the addition of a Portable Classroom to be placed on the church property located at 219 Douglas Street. The manufactured building will be used for classrooms. Said property contains approximately 2.8 acres.

Randy Mannino, Direct of Planning and Development, stated that this Zoning and Annexation request had no conflicts with the other City Departments and all adjacent property owners have been notified and the required legal notices have been advertised. The Douglas Street United Methodist Church has been operating at the current location for many years. Current ordinance guidelines require a Special Use be granted for the establishment of a religious institution in the majority of the zoning districts. However, the applicant is in the process of bringing in a modular classroom which is considered an expansion. The Special Use approval does bring the zoning into compliance, and allow for the expansion of the use. The applicant would still be required to comply with applicable building and fire code requirements of the new structure after approval. Mr. Mannino stated that there have been no additions or corrections since the first reading the Planning Commission has recommended approval, subject to the portable classroom being approved for seven (7) years. At said time owner should either be ready to build a permanent structure, or come back through the process to seek a time extension.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing

A motion to approve the Special Use Application 16-02 with the conditions recommended by the Planning Commission was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 10-16

Petition No. SU16-02

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 Douglas Street United Methodist Church. Property is located at 219 Douglas Street. Said property contains 2.8 acres located in the 4th District, 3rd Section, Land Lot(s) 383 as shown on the attached plat Exhibit "A". Property is hereby rezoned from MU (Multiple Use) to MU (Multiple Use) with the following special use. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

- 1. Add portable classroom to site subject to the portable classroom being approved for seven (7) years. At said time owner should either be ready to build a permanent structure, or come back through the process to seek a time extension.**

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of March 2016.

ADOPTED this the 7th day of April 2016. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Catheryn Hembree

Catheryn Hembree

Deputy City Clerk

D. Resolutions

1. Proposed Festival Zones

Lillie Reed, DDA Manager, stated that the DDA is in the midst of planning a new Art Market event to be held on May 21, in conjunction with the Booth Artists Guild and the Booth Photographers Guild. Beer and wine sales will be provided by Main Street Coastal Cuisine. Mrs. Reed stated that the DDA has also started planning for the 4th annual Bluegrass and Folk Festival to be held on October 29 and the alcohol will be supplied by a local vendor to be determined. Mrs. Reed recommended approval of the proposed festival zones for both events.

A motion to approve the two proposed festival zones was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Resolution No. 07-16

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

Downtown Cartersville Art Market	May 21, 2016
Cartersville Bluegrass & Folk Festival	October 29, 2016

WHEREAS, the DDA Board recommends that for the ART MARKET half of the Public Square parking lot as well as Friendship Plaza be designated a controlled Festival Zone; and

WHEREAS, the DDA Board recommends that for the BLUEGRASS FESTIVAL an area from Main Street to Church Street and from the railroad tracks to Erwin Street be designed a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board and staff have completed crowd management training and will, in conjunction with event security, ensure the safety of all guests, and keep those with alcoholic beverages inside the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Downtown Cartersville Art Market and the Cartersville Bluegrass & Folk Festival, as

planned and implemented by the DDA, and approval by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 7th day of April 2016.

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

ATTEST:

**/s/ Catheryn Hembree
Catheryn Hembree
Deputy City Clerk**

E. Bid Award

1. Douthit Ferry Project Framework Agreement

Tommy Sanders, Public Works Director, stated that this Project Framework Agreement (PFA) is to update the existing PFA for the Douthit Ferry Road Widening Project. All terms and conditions are the same with exception of an addition of \$609,497.21 available for engineering activities going forward. Mr. Sanders stated that unfortunately, the additional funds are not allowed for work already completed, but according to our GDOT Project Manager they can be used to reimburse the City for future PE work, which includes engineering and environmental. Mr. Sanders recommended approval.

A motion to approve the project framework agreement was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

2. Summit Ridge Drive Agreement

Tommy Sanders, Public Works Director, stated that Echeler Golf Management, the owner of Woodland Hills Golf Course, has approached the City about accepting dedication of a portion of Summit Ridge Drive that is privately owned. The benefit to the City would be a second entrance to the Carter Grove Development. Under current status, Summit Ridge Drive could be permanently closed to traffic. By this agreement, Echeler will place \$45,000 in escrow for improvements to bring the roadway up to an acceptable level of maintenance and the City agrees to pay up to \$9,000 towards this work. Mr. Sanders recommended approval.

A motion to approve the Agreement with Echeler Golf Mangement was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

3. PSC Consent Agreement

Gary Riggs, Gas Superintendent, stated that this agreement is in regard to the incident of September 30, 2015, where one of the gas system employees was burned. Mr. Riggs

recommended approval.

A motion to approve The PSC Conccent Agreement was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

F. Bid Award/Purchases

1. Steel Pipe Squeeze Tool

Gary Riggs, Gas Superintendent, stated that bids had been requested to replace the old steel pipe squeeze tool. Mr. Riggs recommended approval of the low bid from Georgia Underground in the amount of \$5,680.35.

A motion to approve the purchase of a steel pipe squeeze tool was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

2. Cartersville Civic Center Door and Frame Replacement

Greg Anderson, Director of Parks and Recreation, stated that staff had requested bids to replace three (3) exterior doors at the Civic Center and only one was returned. Mr. Anderson recommended approval to Earl Hightower Construction in the amount of \$7,200.

A motion to approve the low bid from Earl Hightower Construction was made by Council Member Tonsmeire and seconded by Council Member Diane. Motion carried unanimously. Vote 4-0

3. Dellinger Pool Covered Pavilion

Greg Anderson, Director of Parks and Recreation, stated that bids were requested for the construction of a covered pavilion for the Dellinger Pool. Two bids were returned and Mr. Anderson recommended the low bid from WBH Contracting, Inc. in the amount of \$43,700.

A motion to approve the low bid from WBH Contracting was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

4. Bid #16-001 Athletic Field Fencing

Greg Anderson, Director of Parks and Recreation, stated that bids were requested for Athletic Field Fencing for Dellinger Park. Mr. Anderson recommended the best bid from Cartersville Fence in the amount of \$265,675.00 and add the amount of \$270,412.71 for commercial fused/bonded color-coated fencing and knee-walls for softball backstops.

A motion to approve the big from Cartersville Fence was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

5. Electric Department 150 kVA Transformer Purchase

Derrick Hampton, Assistant Director of the Electric Department, stated that bids were requested for a 150kVA transformer to replace the one used at the Water Department Lift Station on Main Street. Mr. Hampton recommended the low bid from General Electric for a total unit price of \$5,938.

Council chose to vote on items 5 and 6 in one motion.

6. Electric Department 300kVA Transformer Purchase

Derrick Hampton, Assistant Director of the Electric Department, stated that bids were requested for a 300 kVA pad mounted transformer to replace the one used at Shottenkirk Honda. Mr. Hampton recommended approval of the low bid from General Electric for the total unit price of \$7,276.

A motion to approve the purchase to one 150kVA transformer and one 300 kVA transformer was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

7. Water Pollution Control Plant Forklift

Bob Jones, Superintendent of the Water Department, stated that bids were requested for a 3000lb. forklift with side shift to replace the current 1971 forklift at the Water Pollution Control Plant. Mr. Jones recommended the low bid of \$18,900 from the Bailey Company.

A motion to approve the purchase of a new fork lift was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

G. Change Order

1. Hwy 41/411 Utility Relocation Project – Change Order #1

Bob Jones, Superintendent of the Water Department, stated that on August 21, 2014 council approved the Hwy 41/411 Utility Relocation Project. During the month of February, DOT began filling the area where this relocation took place with dirt to prepare for a temporary lane/bridge to carry traffic during construction. The amount of fill exceeds that of the original design and places our 36 inch water main at risk of structural failure due to the weight of the overburden. Mr. Jones stated that a protective concrete slab was designed to bridge the load over the pipe and must be constructed to protect this section of main. Unity Construction has provided a cost of \$329,473.19 to construct a 325 foot long 27 inch thick slab over the main and will be able to start construction of April 11, 2016. Mr. Jones recommended approval of this bid not to exceed \$400,000.00.

A motion to approve the change order and for it to not exceed \$400,000.00 was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried

unanimously. Vote 4-0

H. Other

1. In-line Pressure Reducer Installation at Training Center

Tim McClung, Battalion Chief, stated that the water pressure at the training center is excessive and in need of a pressure reducer. Bartow County Water has agreed to do the project at no labor cost and the total cost for all parts and equipment needed to complete the project is \$10,400. This cost will be shared jointly by both the City and County Fire Departments and recommended approval for this project in the amount of \$5,200.

A motion to approve the pressure reducer project was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

I. Added Item

A motion to add an item was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Greg Anderson, Director of Parks and Recreation, states that he would like to sell the surplus fencing that has been taken down from the ball fields on GovDeals.com.

A motion approve the sale of excess fencing on GovDeals.com was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

After announcements a motion to adjourn the meeting was made by Council Member Tonsmeire and needing no second. Motion carried unanimously. Vote 4-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Catheryn Hembree
Deputy City Clerk



City of Cartersville

City Council Meeting
4/21/2016 7:00:00 PM
National Autism Awareness Month

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	The Autism Society of Georgia desires to use this means to not only create awareness but establish a community of acceptance and inclusion.
City Manager's Remarks:	The Executive Director of the Autism Society of Georgia has made this request to the Mayor for this proclamation. It is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY of CARTERSVILLE

Proclamation



WHEREAS, Autism is a complex developmental disability; signs typically appear during early childhood and affect an individual's ability to communicate, process sensory input and interact with others; and

WHEREAS, Autism is the third most common developmental disability, affecting 3.5 million individuals nationwide; and

WHEREAS, As more health professionals become proficient in diagnosing autism, more children are being diagnosed on the Autism spectrum, resulting in rates as high as 1 in 68 children nationally; and

WHEREAS; although a cure for Autism has not been found, persons with Autism can be helped to reach their greatest potential. Accurate, early diagnosis, and the resulting appropriate education and intervention are vital to the future growth and development of the individual; and

WHEREAS support groups, advocates, self-advocates and other organizations have dedicated years of service in their ongoing efforts to advocate for the rights, humane treatment, and appropriate education of all persons with Autism; and

WHEREAS these groups remain committed to awareness and to educating families, professionals, and the general public to better understand this lifelong disability; and

WHEREAS Autism Society of Georgia, an affiliate of the Autism Society, now celebrating over 50 years of service to the autism community, is spearheading an awareness effort to educate parents, professionals, and the general public about creating a better world for autism.

NOW, THEREFORE, I, Matthew J. Santini, Mayor of the City of Cartersville, do hereby proclaim April 2016, as NATIONAL AUTISM WARENESS MONTH in the City of Cartersville and urge citizen's to become better educated about Autism and create a better community for individuals with autism.

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

_____ Mayor

Attest: _____ City Clerk



City of Cartersville

City Council Meeting
4/21/2016 7:00:00 PM

File AZ16-02: Deannexation request for property adjacent to 1261 West Avenue by H. F. Johnson Jr. LLC, for expansion of auto repair business. Property is city zoned G-C and would become County Zoned C-1 (Commercial). Said property contains 1.67 acres

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject property is approximately 1.7 acres and is located at 1261 West Ave north of and adjacent to West Avenue and the railroad between Burnt Hickory Rd and Ladd's Mountain Rd. The tract is a small sliver of the adjacent Clyde Jackson Estate. This is an unusual, but reasonable request do to the circumstances. De-annexation is not a standard practice, and staff typically would not recommend utilizing the method, but does not object based on the information. The adjacent Styles Auto Center is in the County's jurisdiction and was developed and constructed under the County regulations. They are in need of area to expand and grow their business operation and purchased the subject tract. With the extensive flood plain in the area (on existing business tract in County jurisdiction as well as the subject tract), their engineer is in the process of doing the necessary studies and design to make the expansion comply with FEMA guidelines in conjunction with County oversight. Having multiple jurisdictions (County & City) try and coordinate permitting, construction, and inspections would add another layer of complications to the development of the business' expansion, not to mention that a new building itself could be split by jurisdiction lines. The other choice for the applicant could have been to annex the existing business location into the City jurisdiction, but the applicant felt that the existing permitting and coordination already done through the County made it a better option to continue the pursuit with the County, and staff does not disagree with that assessment. Planning Commission recommended approval.
City Manager's Remarks:	The Planning Commission has reviewed this deannexation request and has recommended approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & DE-ANNEXATION SYNOPSIS

Petition Number(s): **AZ16-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **H.F. Johnson Jr LLC**

Representative: **None**

Property Owner: **Same**

Property Location: **1261 West Ave.**

Access to the Property: **Via 1261 West Ave**

Site Characteristics:

Tract Size: Acres: **1.661 acres** District: **4th** Section: **3rd** LL(S): **633**

Ward: **5** Council Member: **Diane Tate**

LAND USE INFORMATION

Current Zoning: **City G-C (General Commercial)**

Proposed Zoning: **County C-1 (Commercial)**

Proposed Use: **Auto Repair**

Current Zoning of Adjacent Property:

North: **City R-20 (Single-family Residential)**

South: **City O-C (Office Commercial)**

East: **City G-C (General Commercial)**

West: **City R-20 (Single-family Residential) & County A-1 (Agriculture)**

The Future Development Plan designates the subject property as: **N/A. Surrounding city property is in the Community Village Center.**

ANALYSIS

City Departments Reviews

Water and Sewer:

WATER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department's water service area. If deannexed, any structure constructed on the property will not qualify for "inside City" water rates which are lower.

SEWER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department's sewer service area. If deannexed, any structure constructed on the property will not qualify for "inside City" water rates which are lower.

Public Works:

No comments

Gas:

The Gas System takes no exception to the following de-annexation request as shown in the attachments.

Electric:

No Comments

Fire:

No Comments

Police:

No Comments

Bartow County government was sent information regarding the de-annexation request and the City received no objection to the application. Additionally, the County Commissioner has approved a resolution supporting the applicants request and outlining how the County will proceed if the City de-annex's. The property is currently zoned GC (General Commercial) and is adjacent to C-1 (General Commercial) in unincorporated Bartow.

REQUEST SUMMARY:

The subject property is approximately 1.7 acres and is located at 1261 West Ave north of and adjacent to West Avenue and the railroad between Burnt Hickory Rd and Ladd's Mountain Rd. The tract is a small sliver of the adjacent Clyde Jackson Estate. This is an unusual, but reasonable request do to the circumstances. De-annexation is not a standard practice, and staff typically would not recommend utilizing the method, but does not object based on the information. The adjacent Styles Auto Center is in the County's jurisdiction and was developed and constructed under the County regulations. They are in need of area to expand and grow their business operation and purchased the subject tract. With the extensive flood plain in the area (on existing business tract in County jurisdiction as well as the subject tract), their engineer is in the process of doing the necessary studies and design to make the expansion comply with FEMA guidelines in conjunction with County oversight. Having multiple jurisdictions (County & City) try and coordinate permitting, construction, and inspections would add another layer of complications to the development of the business' expansion, not to mention that a new building itself could be split by jurisdiction lines. The other choice for the applicant could have been to annex the existing business location into the City jurisdiction, but the applicant felt that the existing permitting and coordination already done through the County made it a better option to continue the pursuit with the County, and staff does not disagree with that assessment.

RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

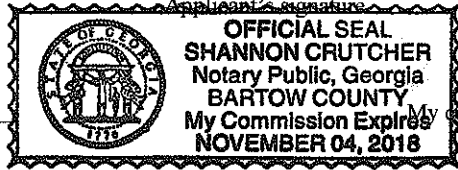
2/25/16 CHECK # 4003 400
pd \$50
\$450 blc

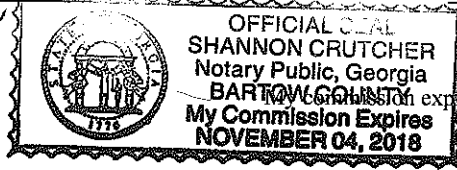
DE-
Application for Annexation / Zoning

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

Application Number AZ16-02

Hearing Dates PC - 4/12 cc1 4/21
cc2 5/5

Applicant H.F. JOHNSON JR LLC Business/Cell Phone 770-382-1890/770-547-6716
 (applicant's printed name)
 Address 1261 WEST AVE. Home Phone _____
 City CARTERSVILLE State GA Zip 30120 Email stylescollision@comcast.net
FRANKIE JOHNSON Phone 7-382-1890 Fax # 770-382-0561
 (Representative's printed name (if other than applicant)) 7-547-6716 (cell)
 Representative's signature _____ Applicant's signature _____
 Signed, sealed and delivered in presence of:  My commission expires: 11/4/18
Shannon Crutcher
 Notary Public

Titleholder H.F. JOHNSON JR LLC Business 770-382-1890 Home _____
 (titleholder's printed name)
 *attach additional notarized signatures as needed on separate application page Address 15 FOX MEADOW CT
 Signature _____ EXHARLEE GA 30145
 Signed, sealed, delivered in presence of:  My commission expires: 11/4/18
Shannon Crutcher
 Notary Public

Requested City Zoning _____
 Acreage 1.661 Land Lot(s) 633 District(s) 4TH Section(s) 3ED
 Location of Property _____
 (street address, nearest intersections, etc)
 Reason for requested Annexation / Zoning: DE
CUT THROUGH FLOOD PLAIN PROJECT WITH SOUTHLAND ENGINEERING
 (attach additional statement as necessary)
USING COUNTY AND FEMA ORDINANCES.

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

SURVEYOR'S CERTIFICATE

That the undersigned a Georgia Registered Land Surveyor on behalf of the above annexation applicant do certify the following:

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

2-25-16
Date


Georgia Registered Land Surveyor



ZONING ADMINISTRATOR:

- 1. Annexation number: _____
- 2. Yes ___ No ___

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

3. Survey attached.

Date

Zoning Administrator

The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

<u>NAME</u>	<u>ADDRESS</u>
1. Estate of Clyde W. Jackson	478 Mission Rd. Cartersville, GA 30120
2. Floud Family Trust	24 Eucharlee Rd. Eucharlee, GA 30120
3. Wolf LLC	P.O. Box 1312 Cartersville, GA 30120
4. City of Cartersville	P.O. Box 1390 Cartersville, GA 30120
5.	
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Attach additional names if necessary

(Indicate property owned by the above persons on plat accompanying this application.)

APPLICANT FOR ANNEXATION ACTION CAMPAIGN DISCLOSURE REPORT

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

Date of Application: _____

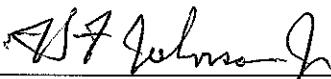
Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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

	YES	NO
Mayor: Matt Santini	_____	✓
Council Member:	_____	✓
Kari Hodge	_____	✓
Jayce Stepp	_____	✓
Louis Tonsmeire, Sr.	_____	✓
Lindsey McDaniel, Jr.	_____	✓
Dianne Tate	_____	✓
Taff Wren	_____	✓
Planning Commission		
Sandra Cline	_____	✓
Harrison Dean	_____	✓
Robert Ed Hicks	_____	✓
Ralph H. Miller, Jr.	_____	✓
Lamar Pendley	_____	✓
Travis Popham	_____	✓
Jeffery Ross	_____	✓

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


2/24/16

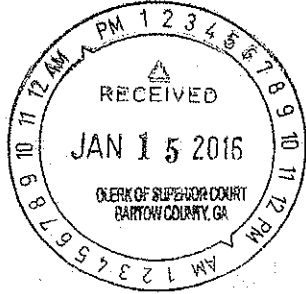
 Signature Date

H.F. Johnson Jr.

 Print Name

2

DOC# 000478
FILED IN OFFICE
1/15/2016 01:34 PM
BK:2810 PG:432-433
MELBA SCOGGINS
CLERK OF SUPERIOR
BARTOW COUNTY



Melba Scoggins

REAL ESTATE TRANSFER TAX
PAID: \$33.30

PT-61 008-2016-000125

After Recording Return To:
Tilley, Deems & Trotter, LLC
Post Office Box 2943
Cartersville, Georgia 30120

STATE OF GEORGIA
COUNTY OF BARTOW

EXECUTOR'S DEED

THIS INDENTURE, made this the 14th day of January, 2016, between **Susan Fagan Jackson, As Executrix of the Last Will and Testament of Clyde Wilson Jackson aka Clyde W. Jackson**, (hereinafter referred to as the "Deceased"), late of the State of Georgia, and County of Bartow, (hereinafter referred to as "Grantor") and **H. F. Johnson, Jr., LLC** (hereinafter called "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, Executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

Grantor (acting under and by virtue of the power and authority contained in the Last Will and Testament of the Deceased, it having been duly probated and recorded in Court of Probate of Bartow County, Cartersville, Georgia on October 22, 2015), for and in consideration of the sum of Ten NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee his interest in and to the following:

ALL THAT TRACT OR PARCEL OF LAND lying in the City of Cartersville and being in Land Lot 633 of the 4th District, 3rd Section, of Bartow County, Georgia; and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the Deceased.

EXECUTED under seal as of the date above.

Signed, sealed and delivered in the presence of:

GRANTOR:

Item # 3

Michele Vanwerker
Unofficial Witness

Susan Fagan Jackson (SEAL)
Susan Fagan Jackson, As Executrix of the

BK:2810 PG:433

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in The City of Cartersville in Land Lot 633 of the 4th District and 3rd Section of Bartow County, Georgia containing 1.661 acres and being more particularly described as follows:

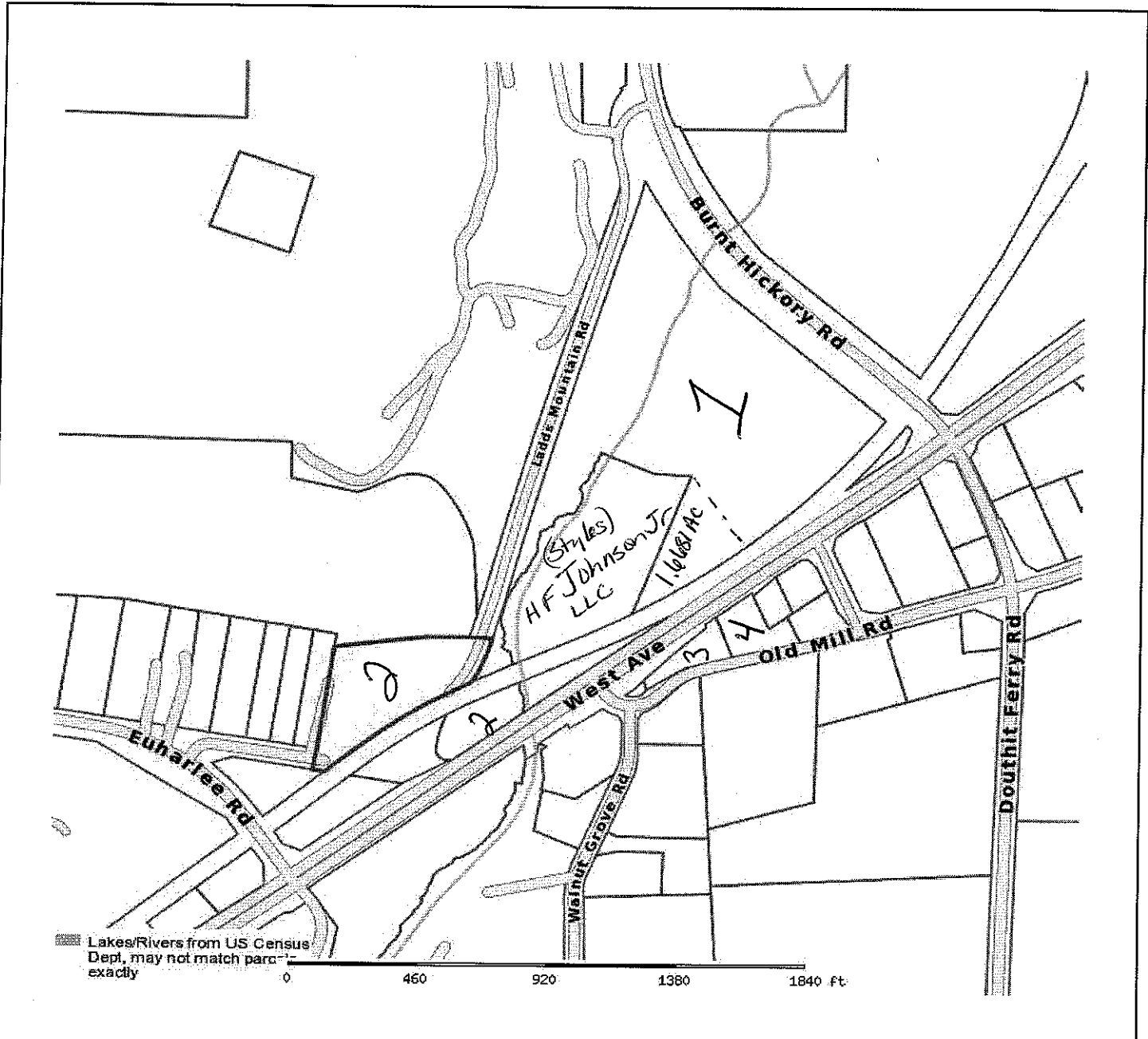
BEGINNING at a point on the Northwestern right-of-way of The CSX Railroad formerly The Seaboard Coastline Railroad (66 foot R/W), which point is 461.88 feet Northeast from the intersection of the Northwestern right-of-way of said railroad with the Centerline of Pettit Creek as measured along the Northwest right-of-way of said railroad;

THENCE North 16 degrees 20 minutes 18 seconds East for a distance of 507.39 feet to a point in the center of an Old Creek Bed, which point is North 16 degrees 20 minutes 18 seconds East a distance of 25.00 feet from an iron pin found;

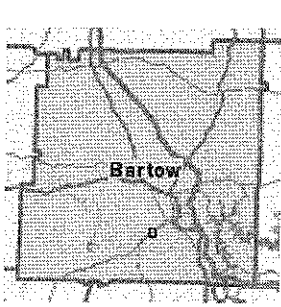
THENCE North 63 degrees 22 minutes 37 seconds East for a distance of 26.76 feet along the centerline of said Old Creek Bed to a point, which point is North 31 degrees 53 minutes 05 seconds West a distance of 17.00 feet from an iron pin placed;

THENCE South 31 degrees 53 minutes 05 seconds East for a distance of 323.44 feet leaving said Old Creek Bed to an iron pin placed on the Northwestern right-of-way of The CSX Railroad;

THENCE along a curve to the right having a radius of 2930.49 feet and an arc length of 405.54 feet, being subtended by a chord of South 56 degrees 23 minutes 54 seconds West for a distance of 405.21 feet along the Northwestern right-of-way of said railroad to a point and The Point of Beginning.




Bartow County Assessor			
Parcel: 10899 Acres: 0			
Name:	FLOYD FAMILY TRUST	Land Value	\$ 144,000
Site:	10 EUHARLEE RD	Building Value	\$ 101,800
Sale:	0 on 2014-04-22 Reason=U Qual=I	Misc Value	\$ 41,300
	24 EUHARLEE RD	Total Value	\$ 287,100
Mail:	EUHARLEE, GA 30120		



The Bartow County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER BARTOW COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 02/22/16 15:54:49

Item # 3


**DE-ANNEXATION/
ZONING NOTICE**
CASE NO. AZ 16-02
APPLICATION HAS BEEN MADE FOR
DE-ANNEXATION AND ZONING OF THIS
PROPERTY AS BARTOW CG
PLANNING COMMISSION MEETING
AT 5:30 P.M. ON 4-12-16
CITY COUNCIL FIRST READING
AT 7:00 P.M. ON 4-21-16
CITY COUNCIL SECOND READING
AT 7:00 P.M. ON 5-3-16
HEARINGS TO BE HELD AT CITY HALL
10 NORTH PUBLIC SQUARE.
FOR ADDITIONAL INFORMATION
CONTACT THE DEPARTMENT OF
DEVELOPMENT AT 770-287-5600

3/17/2016 11:55 AM
Cartersville, GA

Item # 3

Attachment number 1 \nPage 1



CITY OF CARTERSVILLE
**DE-ANNEXATION/
 ZONING NOTICE**
 CASE NO. **AZ16-02**
 APPLICATION HAS BEEN MADE FOR
 DEANNEXATION AND ZONING OF THIS
 PROPERTY AS **BARTOW CO.**
 PLANNING COMMISSION MEETING
 AT 5:30 P.M. ON **4-12-16**
 CITY COUNCIL FIRST READING
 AT 7:00 P.M. ON **4-21-16**
 CITY COUNCIL SECOND READING
 AT 7:00 P.M. ON **5-5-16**
 HEARINGS TO BE HELD AT CITY HALL
 10 NORTH PUBLIC SQUARE.
 FOR ADDITIONAL INFORMATION
 CONTACT THE DEPARTMENT OF
 DEVELOPMENT AT 770-387-5600

3/17/2016 11:56 AM
 Cartersville, GA

Item # 3

Attachment number 1 (page 1)

A RESOLUTION OF THE COUNTY COMMISSIONER OF BARTOW COUNTY SITTING FOR COUNTY PURPOSES FOR THE PURPOSE OF **REQUESTING THE DE-ANNEXATION OF CERTAIN REAL PROPERTY FROM THE CITY OF CARTERSVILLE BACK TO THE UNINCORPORATED COUNTY**; AND FOR OTHER PURPOSES AT THE REGULAR PUBLIC MEETING OF THE COUNTY COMMISSIONER HELD ON THE 16th DAY OF MARCH, 2016.

WHEREAS, H.F. Johnson, Jr. LLC has purchased 1.66 acres located in Land Lot 633 of the 4th District, 3rd Section of Bartow County, laying within the incorporated limits of the City of Cartersville, and more particularly described in Exhibit A attached hereto; and

WHEREAS, H.F. Johnson, Jr. LLC desires to de-annex said property from the City of Cartersville into the unincorporated area of the County; and the Commissioner has objection to same;

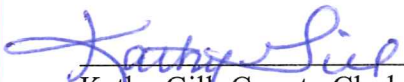
NOW THEREFORE BE IT RESOLVED by the Bartow County Commissioner that the City is requested to proceed with the de-annexation of the property of H.F. Johnson, Jr. LLC as described in Exhibit A hereto;

IT IS FURTHER RESOLVED, that once the City de-annexes the property, the County hereby imposes an emergency moratorium on any zoning and development of the de-annexed property so that no development can occur. The County shall not issue any zoning compliance letters, issue any building permits, issue any land disturbance permits, or issue any other permit relating to development or use of the subject property during this moratorium; nor shall the County accept any applications for any of the foregoing. It is the intent of this moratorium to freeze the status quo until such time as the property is zoned under the County's zoning ordinance, at which point the moratorium shall lift. At the latest, the moratorium shall expire 120 days from the date of enactment unless extended.

SO RESOLVED this 16th day of March, 2016.

ATTEST:

BARTOW COUNTY, GEORGIA


Kathy Gill, County Clerk


Steve Taylor, Commissioner

[SEAL]



Item # 13



City of Cartersville

**City Council Meeting
4/21/2016 7:00:00 PM
Updated Version of Statewide Mutual Aid Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Fire
Department Summary Recommendation:	<p>Respectfully request positive consideration for the updated version of the Statewide Mutual Aid Agreement for Georgia. This document is updated every four years and our latest document was executed in 2012. This agreement is the basis for our ability to request aid during a time of disaster, assist others and is the vehicle used for the potential recovery of funds during mitigation and recovery once an incident is declared a disaster. This document is a standard document with two key changes from 2012. First we as a city will have the right to request aid directly from Georgia Emergency Management Agency without being required to go through our local EMA. This is valuable at any point and time where our local EMA is unobtainable. The second change is it now allows for additional individuals to be able to request aid from within the City if our Mayor is unavailable to make such request. This section in no way is to be a movement away from the centralized decision authority of the Mayor during a disaster, only to provide an avenue as a backup if needed. Attached you will find the agreement as reviewed and approved by our legal staff and a resolution to support the mutual aid document. Your approval is sought to allow all required signatures and your agreement with this Mutual Aid Agreement.</p>
City Manager's Remarks:	The changes that are being recommended benefit us if we are in need of assistance and I recommend approval.
Financial/Budget Certification:	
Legal:	reviewed by legal staff
Associated Information:	

RESOLUTION NO. _____

WHEREAS, the Mayor and City Council deems that it is in the best interest of the City of Cartersville and promotes its citizens general health, safety, and welfare to participate in the State Mutual Aid Agreement under the Georgia Emergency Management Act for Bartow County;

WHEREAS, Bartow County has requested that the City of Cartersville enter into the Mutual Aid Agreement with Bartow County, participating cities, and the Georgia Emergency Management Agency/Homeland Security.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of Cartersville that The Statewide Mutual Aid Agreement for Bartow County attached hereto as Exhibit "A" is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement. Furthermore, the authorized representative in addition to the Mayor for said agreement, shall be the City Manager, Fire Chief, and Public Works Director and their duly appointed successors. Additionally, the City Manager, and their successor is hereby appointed the Fiscal Officer for said agreement.

BE IT AND IT IS HEREBY RESOLVED this ____ day of April, 2016.

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

ATTEST:

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

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Bartow County / City of Cartersville

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Mayor Matt Santini

Chief Executive Officer – Print Name

County/Municipality: City Of Cartersville

City Clerk -City of Cartersville Attest
(SEAL)

Date: 04 / 21 / 2016

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s) or their successors, in addition to the chief executive officer, is/are the "Authorized Representative(s)" for City of Cartersville (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above- named county/municipality:

Sam Grove	City Manager
Print Name	Job Title/Position

Signature of Above Individual

Scott Carter	Fire Chief
Print Name	Job Title/Position

Signature of Above Individual

Tommy Sanders	Director of Public Works
Print Name	Job Title/Position

Signature of Above Individual

	Date: <u>04</u> / <u>21</u> / <u>2016</u>	
Chief Executive Officer - Signature		

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) or their successor is/are the “designated fiscal officer(s)” for

City of Cartersville

_____ (county/municipality) for the purpose of reimbursement sought for mutual aid:

Sam Grove

Print Name

City Manager

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: 04 / 21 / 2016

Chief Executive Officer – Print Name



City of Cartersville

**City Council Meeting
4/21/2016 7:00:00 PM
Amendment to Transco Precedent Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recommendation:	This amendment adds Transco's Station 115 as receipt and delivery points to our firm service contract. I recommend council approval of this amendment.
City Manager's Remarks:	I recommend approval of this amendment to Transco Precedent Agreement.
Financial/Budget Certification:	N/A
Legal:	This amendment has been approved by the City Attorney's office.
Associated Information:	



Transcontinental Gas Pipe Line Company, LLC
 2800 Post Oak Boulevard (77056)
 P.O. Box 1396
 Houston, Texas 77251-1396
 713-215-2000

April 5, 2016

City of Cartersville Georgia
 4 Cook Street
 Cartersville, GA 30120
 Attention: Mr. Gary Riggs

Re: Dalton Expansion Project
 First Amendment to Precedent Agreement

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Company, LLC ("Seller") and City of Cartersville, Georgia ("Buyer") are parties to that certain Precedent Agreement, dated August 14, 2015 ("Precedent Agreement") which sets forth the terms and conditions for Buyer's firm transportation service under Seller's proposed Dalton Expansion Project. Seller and Buyer now desire to further amend the Precedent Agreement as hereinafter set forth. Accordingly, for and in consideration of the mutual covenants assumed herein and in the Precedent Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Precedent Agreement.
2. Points of Receipt.
 - (i) Part C of Attachment A to the Precedent Agreement is hereby deleted in its entirety and replaced with the following:

"C. Points of Receipt means (i) Seller's Pooling Station 210 located on Seller's mainline in Mercer County, NJ at milepost 1776.79 and (ii) the proposed point of interconnection between Seller's mainline in Coweta County, GA at Station 115 and the proposed Dalton Lateral at milepost 1007.65."
 - (ii) All references to "Point of Receipt" in the Precedent Agreement shall hereinafter be "Points of Receipt".
3. Points of Delivery. Part D of Attachment A to the Precedent Agreement is hereby deleted in its entirety and replaced with the following:

"D. Points of Delivery means (i) Seller's interconnection with Gulf South Pipeline Company, LP at Holmesville in Pike County, Mississippi at milepost 655.46 on

Seller's mainline, (ii) the proposed point of interconnection between Seller's mainline in Coweta County, GA at Station 115 and the proposed Dalton Lateral at milepost 1007.65, and (iii) the proposed point of interconnection between Seller and Buyer on the Dalton Lateral in Bartow County, Georgia ("Bartow Point of Delivery")."

- 4. Effective Date. This amendment shall be effective as of the date first above written. Except as herein amended, the Precedent Agreement shall remain in full force and effect pursuant to the terms thereof.

If the foregoing is in accordance with your understanding of our agreement, please have a duly authorized representative execute this amendment in the space provided below.

Very truly yours,

**TRANSCONTINENTAL GAS PIPE
LINE COMPANY, LLC**

By: _____
James C. Moore
Vice President

Accepted and Agreed:

CITY OF CARTERSVILLE GEORGIA

By: _____
Name:
Title:

By: _____
Name:
Title:



City of Cartersville

**City Council Meeting
4/21/2016 7:00:00 PM
Telecommunications Services Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Fiber
Department Summary Recommendation:	The Cartersville City Schools have leased dark fiber from the city for many years and the agreement is up for renewal. After going through a request for proposal process with the City Schools, Cartersville FiberCom has been selected as the winning bidder. The new agreement will start July 1, 2016 and run through June 30, 2021. I recommend approval of this agreement.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



TELECOMMUNICATIONS SERVICES AGREEMENT

This agreement, made and entered into this 1 day of July , 2016, by and between the City of Cartersville, Georgia, (aka Cartersville FiberCom) a municipal corporation and Cartersville City School System, in consideration of the mutual promises made herein as follows:

For the period **July 1, 2016** through **June 30, 2021**, Cartersville FiberCom agrees to provide a dedicated pair of fibers to the following locations of the Cartersville School System. Cartersville FiberCom will not offer any network management services with this agreement and the School System will provide all the necessary hardware and software.

Locations

1. Cartersville Middle 2. Cartersville Elementary 3. Kids and Co. 4. Cartersville High

Fiscal Year	Total Monthly Charge	Total Annual Charge
July 2016 through June 2017	\$ 3,613.00	\$ 43,356.00
July 2017 through June 2018	\$ 3,757.00	\$ 45,090.00
July 2018 through June 2019	\$ 3,908.00	\$ 46,893.00
July 2019 through June 2020	\$ 4,064.00	\$ 48,769.00
July 2020 through June 2021	\$ 4,064.00	\$ 48,769.00

Cartersville FiberCom will keep and maintain in good and serviceable condition, and will inspect, repair, and/or replace those components of the City's fiber optic infrastructure, as the City deems necessary to provide proper service. This would not include any of the School System's internal equipment or any equipment designated behind the de-mark point. In the event that FiberCom is called out for a service call and it is determined that the problem resides in the School System's equipment, then Cartersville FiberCom has the right to bill the Cartersville School System at a rate of \$120 per hour. Additional equipment and service charges will apply if the School System moves from the above listed locations or ads locations.

Cartersville FiberCom shall make its best effort to respond (but not necessarily complete repairs) to normal service calls within eight (8) hours of the receipt of notice from the School System. Cartersville FiberCom will make every good faith effort to restore service to normal operation within the shortest possible time. In the event of an emergency or trouble the School System should call the City of Cartersville Customer Service office (770-387-5607), which is manned, on a 24x7 basis. When a trouble report is received, the person manning the dispatch will contact a technical crew to respond to the call. The technical crew will have to take the circuit completely out of service to test and then take corrective action as required. The repaired circuit is returned to normal with the time, disposition of the trouble, and action required to clear it logged on a trouble ticket and entered into a data base for future reference.

City of Cartersville, Georgia

Cartersville City School System

By: _____

By: _____

Mayor: Matthew J. Santini

Title: _____

Date: _____

ATTEST: _____

Date: _____

City Clerk: Connie Keeling

Date: _____



City of Cartersville

**City Council Meeting
4/21/2016 7:00:00 PM
Firewall Support Renewal**

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The annual renewal for the firewall software is due in the amount of \$8,316.32. The coverage period is from June 1, 2016 through May 31, 2017 and I recommend approval.
City Manager's Remarks:	I recommend approval of this expense.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	Everify has been received.



City of Cartersville

**City Council Meeting
4/21/2016 7:00:00 PM
Biosolids Spreading Equipment Tires**

SubCategory:	Bid Award/Purchases														
Department Name:	Water														
Department Summary Recommendation:	<p>The Water Department land applies biosolids to agricultural land as a soil amendment under an EPD permitted biosolids management program. This is done via two (2) John Deere 4760 tractors and a single Kuhn side discharge spreader. We need to replace two rear tractor tires and all four tires on the spreader. The tractor tires are original equipment (1992) as are the spreader tires (2009). The tires are at the point that they require daily addition of air to keep inflated.</p> <p>Pricing was requested for the field installation of two (2) 520/85R42 Firestone A23 tractor tires and four (4) 19L-16.1 SL 12-ply Firestone spreader tires. Pricing was as follows:</p> <table border="0"> <tr> <td>North Georgia Tire</td> <td></td> </tr> <tr> <td>\$5,803.00</td> <td></td> </tr> <tr> <td>Hill Tire</td> <td>Incomplete Bid</td> </tr> <tr> <td>Pete's Tire Barn</td> <td>Incomplete Bid</td> </tr> <tr> <td>Mission Tire</td> <td>No Bid</td> </tr> <tr> <td>Snead Ag</td> <td>No Bid</td> </tr> <tr> <td>Franklin Ford</td> <td>No Bid</td> </tr> </table> <p>I recommend approval of North Georgia Tire in the amount of \$5,803.00. The submitted the only complete bid that included all tires requested and field installation.</p> <p>This will be paid from account 505.3330.52.2360 – Maintenance to Vehicles and Equipment</p>	North Georgia Tire		\$5,803.00		Hill Tire	Incomplete Bid	Pete's Tire Barn	Incomplete Bid	Mission Tire	No Bid	Snead Ag	No Bid	Franklin Ford	No Bid
North Georgia Tire															
\$5,803.00															
Hill Tire	Incomplete Bid														
Pete's Tire Barn	Incomplete Bid														
Mission Tire	No Bid														
Snead Ag	No Bid														
Franklin Ford	No Bid														
	This company will be able to replace the tires onsite which Cover Memo Item # 8														

City Manager's Remarks:	reduces down time to our equipment and I recommend approval of this expense.
Financial/Budget Certification:	This will be paid from account 505.3330.52.2360 Maintenance to Vehicles and Equipment
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
4/21/2016 7:00:00 PM
P2A4 Motor Repair for 150 HP Aerator**

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	<p>One of our 150 horsepower (HP) aerator motors burnt up last week. We were originally quoted a price of \$2,800 for repair by Rome Motor Works (RMW). When RMW disassembled the motor to repair they found far more extensive damage than anticipated. In order to repair they had to rewind the motor, machine the shaft, machine the bearing housings, replace all bearings and rebalance the rotor. This additional work will bring the total repair to \$5,892.32.</p> <p>For reference, a new motor of this type would cost approximately \$30,000. This will be paid from account 505.3330.52.2361 – Maintenance to WPCP</p>
City Manager's Remarks:	This is a cost of doing business at our Water Pollution Control Plant and I recommend approval of this repair.
Financial/Budget Certification:	This will be paid from account 505.3330.52.2361 Maintenance to WPCP
Legal:	
Associated Information:	

Rome Electric Motor Works, inc

Phone #
(706) 232-4483

36 Westside Industrial Blvd.
Rome, Georgia 30165

Fax #
(706) 232-2071

CITY OF CARTERSVILLE
Contact

Job# P3896
ID#
PO#
REL#

Motor Description: HP 150 RPM 1780 Frame: 445LP AC 460
Manufacturer RELIANCE
Model # Ser#

Description:

Repairs Needed:

Rewind AC stator	1,692.00
Machine shaft	456.00
Machine bearing housings	484.00
Balance	248.00
Evaluate, repair, assemble, test, paint and deliver	886.00
	Subtotal Labor: 3,766.00
Rewind materials	1,126.00
Bearings (all)	918.00
SPACE HEATER	82.32
	Subtotal Parts: 2,126.32
	Freight:
	Sales Tax: 0.00
	Repair Total: 5,892.32

Quoted By: BILL

Date Quoted: 04/14/2016



City of Cartersville

**City Council Meeting
4/21/2016 7:00:00 PM
EZ-GO Golf Cart for Parks and Recreation Dept.**

SubCategory:	Bid Award/Purchases										
Department Name:	Parks and Recreation										
Department Summary Recommendation:	<p>Bids were solicited from vendors that sold only new EZ-GO golf carts. There are several vendors that sell refurbished carts but few in north Georgia area that are manufactory representatives.</p> <p>This vehicle is different from our other utility vehicles which are mostly used with maintenance projects. Purpose of this vehicle is for Recreation Staff and Park Attendants to use in the patrolling of our parks and trail system and as this vehicle will have a rear seat that will allow staff to transport park patrons that need assistance into and out of the park(s).</p> <p>We specified a heavier-duty EZ-GO cart (Series S-4) and only accepted bids for this specific EZ-GO cart. This is a budgeted item and I recommend the second low bid of \$7,950.00 from "Happy's Custom Golf Carts" of Cartersville. Low bid (\$7,181.20) was from Alpharetta and with transporting for warranty service/work, having to transport the vehicle about only a mile will be in the best interest of our department and the city.</p> <table border="0"> <thead> <tr> <th align="left">Vendor</th> <th align="right">Bid Price</th> </tr> </thead> <tbody> <tr> <td>Happy's Custom Golf Carts Cartersville GA</td> <td align="right">\$7,950.00</td> </tr> <tr> <td>Action Specialty Carts Alpharetta GA</td> <td align="right">\$7,181.20</td> </tr> <tr> <td>Pinecrest Golf Carts Rome GA</td> <td align="right">\$8,350.00</td> </tr> <tr> <td>North Georgia Golf Carts Hiawassee GA</td> <td align="right">No Bid</td> </tr> </tbody> </table>	Vendor	Bid Price	Happy's Custom Golf Carts Cartersville GA	\$7,950.00	Action Specialty Carts Alpharetta GA	\$7,181.20	Pinecrest Golf Carts Rome GA	\$8,350.00	North Georgia Golf Carts Hiawassee GA	No Bid
Vendor	Bid Price										
Happy's Custom Golf Carts Cartersville GA	\$7,950.00										
Action Specialty Carts Alpharetta GA	\$7,181.20										
Pinecrest Golf Carts Rome GA	\$8,350.00										
North Georgia Golf Carts Hiawassee GA	No Bid										
City Manager's Remarks:	I agree with staff's recommendation and approve of this purchase.										
Financial/Budget Certification:	This is a budgeted item and will be paid from leasepool proceeds. Cover Memo Item # 10										

Legal:

Associated Information:

City of Cartersville
Parks & Recreation Department

Contact: James Gordy 770-607-6172 or e-mail: gordy@cityofcartersville.org

EZ-GO Express Series S-4
Model Year 2016

Quantity: 1

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "**Meets or Exceeds Specifications**" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

Supporting Data:

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

Bids will be accepted via e-mail, fax, mailed or hand delivered to Dellinger Park 100 Pine Grove Rd., Cartersville, Ga. 30120

Recreation Dept. - EZ-GO Golf Cart	Meets Specifications		COMMENTS
	YES	NO	
Express S4 Package with (Standard Equipment & Features)	✓		
Seating for 4 passengers	✓		
Gas Powered	✓		
4-cycle 24.5 cu in (401) low-emission	✓		
Taillights	✓		
Brake Lights	✓		
Turn Signals	✓		
4-way flashers	✓		
Roof (Extended)	✓		
Windshield (fold down)	✓		
10" Diamond Wheels	✓		
Speed Racer Tires	✓		
EZ-Go Storage Cover for S4	✓		
Black Body	✓		
Tan Seats	✓		
Black Roof	✓		

Total Per Unit Price

\$ 7,950.00 + TAX or EXEMPTION CERTIFICATE

Anticipated number of weeks until delivery (after approval): 1 week

List additional options or other pertinent information.

WE WILL NEED SALES TAX EXEMPTION CERTIFICATE.
PLEASE SEE ATTACHED SPEC SHEET.
HAPPY'S WILL HANDLE ANY ~~WARRANTY~~ WARRANTY WORK THAT MAY ARISE ON VEHICLES
PURCHASED FROM HAPPY'S CUSTOM GOLF CARTS.

Bid Submitted By:

Vendor HAPPY'S CUSTOM GOLF CARTS
 Contact Person CASEY MARTIN
 Signature Casey Martin
 Telephone Number 678-245-2995

Deadline for bid submission: Wednesday, April 13th, 2016 @ 1:30 p.m.

ELECTRIC

DIMENSIONS	
Overall Length	108.5 in (276 cm)
Overall Width	48.5 in (123 cm)
Overall Height (w/o roof)	52.5 in (133 cm)
Overall Height (w/ roof)	82.0 in (208 cm)
Wheel Base	65.5 in (166 cm)
Front Wheel Track	38.0 in (97 cm)
Rear Wheel Track	38.5 in (98 cm)
Ground Clearance @ Differential	5.5 in (14 cm)
POWER	
Power Source	48 Volt DC
Valve Train	N/A
Motor Type	Shunt Wound
Horsepower (kW)	3.0 hp (2.2 kW) Continuous
Electrical System	48 Volt
Batteries (qty/type)	Six, 8 Volt Deep Cycle
Key or Pedal Start	Pedal
Air Cleaner	N/A
Lubrication	N/A
Oil Filter	N/A
Cooling System	N/A
Fuel Capacity	N/A
Battery Charger	48V DC 120 VAC, UL & CSA
Speed Controller	250 Amp Solid State Controller
Drivetrain	Motor Shaft Direct Drive
Transaxle	Differential with Helical Gears
Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	14.76:1
PERFORMANCE	
Seating Capacity	4- Passenger
Dry Weight (w/o batteries)	685 lb (311 kg)
Curb Weight	1,050 lb (477 kg)
Vehicle Load Capacity	800 lb (363 kg)
Outside Clearance Circle	19.0 ft (5.8 m)
Speed (level ground)	17.5 mph \pm 0.5 mph (28.2 kph \pm 0.8 kph)
STEERING & SUSPENSION	
Steering	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement
Tires	Trail Tires 20x11-10, Uni-Directional
BODY & CHASSIS	
Frame	Welded Steel with Durashield™ Powder Coat
Body & Finish	Injection Molded TPO
Available Body Colors	Almond, Barley Gold, Black, British Racing Green, Burgundy, Electric Blue, Flame Red, Forest Green, Inferno Red, Ivory, Java Brown, Metallic Charcoal, Monster Green, Oasis Green, Orange, Patriot Blue, Platinum, Steel Blue, Sunburst Orange, White, Yellow
Standard Seat Color	Tan
Optional Seat Colors	Oyster, Gray, Black, Brown, Gray on Black, Red on Black, White on Yellow, White on Blue, White on Red, White on Black, Oyster on Garnet

GAS

Overall Length	108.5 in (276 cm)
Overall Width	48.5 in (123 cm)
Overall Height (w/o roof)	52.5 in (133 cm)
Overall Height (w/ roof)	82.0 in (208 cm)
Wheel Base	65.5 in (166 cm)
Front Wheel Track	38.0 in (96 cm)
Rear Wheel Track	38.5 in (97 cm)
Ground Clearance	5.0 in (15 cm)
Power Source	4-Cycle 24.5 cu in (401cc) Low-Emissions
Valve Train	Single Cylinder OHV
Motor Type	N/A
Horsepower (kW)	13.5 hp (10.1 kW) Exceeds SAE J1940 Std
Electrical System	Starter/Generator — Solid State Regulator
Batteries (qty/type)	One, 12 Volt Maintenance Free
Key or Pedal Start	Pedal
Air Cleaner	Replaceable Dry Cell Filter
Lubrication	Pressurized Oil System
Oil Filter	Spin-On
Cooling System	Air Cooled
Fuel Capacity	5.8 Gallon (22.0 L)
Battery Charger	N/A
Speed Controller	N/A
Drivetrain	Continuously Variable Transmission (CVT)
Transaxle	Differential with Helical Gears
Gear Selection	Forward-Reverse
Rear Axle Ratio	11.42:1
Seating Capacity	4- Passenger
Dry Weight (w/o batteries)	670 lb (307 kg)
Curb Weight	910 lb (415 kg)
Vehicle Load Capacity	800 lb (360 kg)
Outside Clearance Circle	20.3 ft (7.1 m)
Speed (level ground)	17.0 mph \pm 0.5 mph (27.4 kph \pm 0.8 kph)
Steering	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement
Tires	Trail Tires 20x11-10, Uni-Directional
Frame	Welded Steel with Durashield™ Powder Coat
Body & Finish	Injection Molded TPO
Available Body Colors	Almond, Barley Gold, Black, British Racing Green, Burgundy, Electric Blue, Flame Red, Forest Green, Inferno Red, Ivory, Java Brown, Metallic Charcoal, Monster Green, Oasis Green, Orange, Patriot Blue, Platinum, Steel Blue, Sunburst Orange, White, Yellow
Standard Seat Color	Tan
Optional Seat Colors	Oyster, Gray, Black, Brown, Gray on Black, Red on Black, White on Yellow, White on Blue, White on Red, White on Black, Oyster on Garnet



FRONT



BACK

POPULAR OPTIONS & ACCESSORIES

- ▶ Fold-down windshield
- ▶ Floor
- ▶ Polished wheels
- ▶ Weather enclosure
- ▶ Comfort grip steering wheel
- ▶ Tailights
- ▶ Brake lights
- ▶ High output LED headlights
- ▶ Turn signals w/ 4-way flashers
- ▶ Rear mirror
- ▶ Locking glove box
- ▶ Limited slip differential
- ▶ Clays Car™ field kit
- ▶ Gun holder
- ▶ 12-volt accessory outlet (gas only)
- ▶ Battery watering system (electric only)



A Textron Company

Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model. ©2014 E-Z-GO Division of Textron Inc. All rights reserved. 82297-05 (Rev. 09/2014)



E-Z-GO® EXPRESS™ S4

RUGGED RELIABILITY.

With seating for four and a rear seat that converts to a cargo dock, the E-Z-GO® Express™ S4 can transport you virtually anywhere. Whether it's headed down a neighborhood path to the corner store or navigating a trail to the campsite, this is the great recreation vehicle for the entire family.

STANDARD FEATURES

- 20-in. solid tires
- Front brush guard
- Fold-down cargo dock
- Headlights
- Horn
- Cupholders
- Dashboard storage pockets
- Fuel gauge (gas only)
- Low-oil indicator (gas only)
- State-of-charge meter (electric only)
- DC/AC converter (electric only)
- 45-volt battery charger (electric only)

EZGO®

A Textron Company



Item # 10



City of Cartersville

**City Council Meeting
4/21/2016 7:00:00 PM
Electric Department Truck Repair**

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	<p>The Electric Department recently had two bucket trucks that were in the garage for repair at the same time. The garage was working on one and due to a medical reason had available only one mechanic that could work on heavy duty equipment. The garage said it would take at a minimum of two weeks to get both trucks repaired. The decision was made, with input from the garage, to take one of the truck to Matthews garage for emergency repair. Matthews garage has gone work for the city in the past. The invoice from Matthews garage was for \$ 5,239.29.</p> <p>The Electric Department recommends payment to Matthews Garage for \$ 5,239.29</p>
City Manager's Remarks:	I recommend approval of this repair expense.
Financial/Budget Certification:	This will be paid from maintenance of vehicles.
Legal:	
Associated Information:	

Matthews Garage Inc.
 18 Pinson Drive
 Cartersville, GA. 30120
 Phone: 770-382-0900 Fax: 770-382-0842

INVOICE**37781**

Org. Est. # 051444

INVOICEVehicle Received: **04/13/2016**Invoice Date: **04/14/2016**

CITY OF CARTERSVILLE - CARTERSVILLE CITY OF
 P.O. BOX 1390
 CARTERSVILLE, GA 30120
 Home : 770-387-5640 Fax : 770-387-7409
 Cust ID : 198

2011 InTERNATIONAL - 4300 M7 -
 Lic # : GV2657B - GA
 Unit # : 522
 VIN # : 3HAVTSKN6 **BL385923**

Odometer In : 50123

Part Description	I Number	Qty	Sale	Ext	Labor Description	Hours	Extended
OIL FILTER 7669		1.00	57.00	57.00	ENGINE HOURS- 7333 IF THE TURBO CORE COMES BACK AS BAD CORE THERE WILL BE ADDITIONAL CHARGE OF \$525.25		
BREATHER, ASSY IMPACTOR 7085773C92		1.00	252.90	252.90	CLEANED DPF, & DOC AND REPLACED GASKETS		483.75
AIR TO AIR HOSE 3872072C1		1.00	89.32	89.32	CHANGED OIL & OIL FILTER	1.43	128.70
SENSOR 2593756C91		1.00	114.20	114.20	PULLED LOW & HI PSI TURBO, REPLACED HI PSI TURBO, CLEANED LOW PSI TURBO. REPLACED ALL TURBO MONTING GASKETS , & R&R TURBO HOSE AND CRANK CASE FILTER	5.61	504.90
TURBO INLET GASKET 1878460C1		1.00	21.20	21.20	REMOVED DOC & DPF OFF TO HAVE CLEANED,, REINSTALLED DOC & DPF BACK ON, REPLACED EXHAUST SENSOR	2.09	188.10
H.P.TURBO KIT 1897457C94		1.00	2347.43	2347.43	REMOVED CHARGE AIR COOLER CLEANED AMD REINSTALLED	5.61	504.90
TURBO MOUNT KIT 1897455C93		1.00	107.30	107.30	ENVIRONMENTAL FEE		5.00
TURBO OIL SUPPLY TUBE 1886338C92		1.00	178.40	178.40			
GASKET- FOR DPF TO DOC 2593986C1		1.00	17.66	17.66			
GASKET- FOR DPF TO DOC 2593998C1		1.00	24.42	24.42			
OIL 15W40		24.00	4.25	102.00			
CONNECTOR CLAMP CT300		1.00	9.38	9.38			
Shop Supplies				102.73			

Org. Estimate 5,239.29 Revisions 0.00 Current Estimate 5,239.29

Labor:	1,326.60
Parts:	3,423.94
Sublet:	488.75
SubTotal:	5,239.29
Tax:	0.00
Total:	5,239.29
Bal Due:	\$5,239.29

[Payments -]

Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. Our Terms are NET 15 DAYS. I/We understand that any past due charges are subject to a 1 and 1/2 PERCENT monthly service charge added to any unpaid balances until such balances are satisfied. Collection agency fees (15%) plus all court cost, expenses & interest in the event that the account is turned over and collected by a collection agency or attorney.

Signature _____ Date _____ Time _____



City of Cartersville

City Council Meeting
4/21/2016 7:00:00 PM
February 2016

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the February 2016 financial report along with the supplemental financial information and the cash position for the same time period.
City Manager's Remarks:	Tom R. will present at tonight's meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of February 29, 2016

	FY 2014-15 MONTH OF February-15	FY 2015-16 MONTH OF February-16	FY 2014-15 Year to Date February-15	FY 2015-16 Year to Date February-16	100.00% OF BUDGET (Year to Date)
GENERAL FUND <small>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</small>					
REVENUE	\$2,543,182	\$1,641,296	\$17,063,240	\$26,017,895	107.00%
EXPENDITURE	\$1,628,073	\$1,832,274	\$15,543,434	\$25,304,345	104.07%
Gen. Fund Net Profit (Loss)	\$915,109	(\$190,978)	\$1,519,806	\$713,550	
WATER & SEWER					
REVENUE	\$1,220,995	\$1,232,519	\$10,358,688	\$10,758,115	69.07%
EXPENDITURE	\$1,513,889	\$1,325,866	\$9,745,854	\$8,895,656	57.11%
Wtr. & Swr. Fund Net Profit (Loss)	(\$292,894)	(\$93,347)	\$612,834	\$1,862,459	
GAS					
REVENUE	\$2,971,394	\$2,643,225	\$15,946,977	\$12,837,905	55.43%
EXPENDITURES	\$1,802,621	\$1,620,840	\$15,392,537	\$13,045,310	56.33%
Gas Fund Net Profit (Loss)	\$1,168,773	\$1,022,385	\$554,440	(\$207,405)	
ELECTRIC					
REVENUE	\$3,946,771	\$3,994,035	\$32,806,010	\$33,532,857	67.25%
EXPENDITURES	\$3,553,242	\$3,974,939	\$31,401,900	\$31,140,653	62.46%
Electric Fund Net Profit (Loss)	\$393,529	\$19,096	\$1,404,110	\$2,392,204	
STORMWATER					
REVENUE	\$111,482	\$115,165	\$946,177	\$913,065	65.74%
EXPENDITURE	\$179,177	\$80,755	\$889,619	\$800,840	57.66%
Stormwater Fund Net Profit (Loss)	(\$67,695)	\$34,410	\$56,558	\$112,225	
SOLID WASTE					
REVENUE	\$179,853	\$216,453	\$1,449,334	\$1,512,506	63.32%
EXPENDITURE	\$160,543	\$149,391	\$1,435,637	\$1,599,279	66.95%
Solid Waste Fund Net Profit (Loss)	\$19,310	\$67,062	\$13,697	(\$86,773)	
FIBER OPTICS					
REVENUE	\$153,614	\$162,874	\$1,239,277	\$1,327,858	70.80%
EXPENDITURE	\$134,045	\$113,764	\$1,076,878	\$1,182,240	63.04%
Fiber Fund Net Profit (Loss)	\$19,569	\$49,110	\$164,299	\$145,618	

	Description	2/29/2016	FY 2016 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$26,017,896	\$24,315,565	107.00%
	GO Bond Proceeds from School	\$9,879,375	\$1,448,125	682.22%
	Property Taxes-City Portion Only	\$1,396,269	\$1,570,235	88.92%
	Local Option Sales Tax (LOST)	\$2,443,827	\$3,916,000	62.41%
	Other Taxes	\$5,835,354	\$7,719,290	75.59%
	Building Permit & Inspection Fees	\$152,793	\$140,000	109.14%
	Fines and Forfeitures	\$366,685	\$700,000	52.38%
	Operating Transfers In-City Utilities	\$3,089,012	\$4,603,245	67.11%
	Other Revenues	\$2,854,581	\$4,218,670	67.67%
	Total Expenditures	\$25,304,345	\$24,315,565	104.07%
	Personnel Expenses	\$11,052,260	\$15,730,045	70.26%
	Operating Expenses	\$3,559,452	\$5,988,545	59.44%
	Capital Expenses	\$76,834	\$298,500	25.74%
	GO Bond Proceeds from School	\$9,879,375	\$1,448,125	682.22%
Debt Pymt - JDA/CBA	\$394,649	\$394,650	100.00%	
Library Appropriations	\$341,775	\$455,700	75.00%	
Water & Sewer Fund	Total Revenues	\$10,758,115	\$15,575,145	69.07%
	Water Sales	\$6,561,528	\$9,432,605	69.56%
	Sewer Sales	\$3,857,411	\$5,424,540	71.11%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Capacity Fees	\$0	\$305,000	0.00%
	Other Revenues	\$339,176	\$413,000	82.12%
	Total Expenditures	\$8,895,656	\$15,575,145	57.11%
	Personnel Expenses	\$2,355,789	\$3,465,290	67.98%
	Operating Expenses	\$2,044,876	\$3,346,775	61.10%
Capital Expenses	\$151,092	\$2,630,500	5.74%	
Transfer To General Fund	\$1,671,713	\$2,507,570	66.67%	
Debt Payments	\$2,672,186	\$3,625,010	73.72%	
Gas Fund	Total Revenues	\$12,837,905	\$23,159,760	55.43%
	Gas Sales	\$11,524,463	\$20,350,660	56.63%
	Gas Commodity Charge	\$894,671	\$1,245,000	71.86%
	Bond Proceeds	\$0	\$653,100	0.00%
	Proceeds from Capital Leases	\$0	\$76,000	0.00%
	Other Revenues	\$418,771	\$835,000	50.15%
	Total Expenses	\$13,045,310	\$23,159,760	56.33%
	Personnel Expenses	\$1,253,590	\$1,925,315	65.11%
	Operating Expenses	\$796,298	\$1,469,350	54.19%
	Purchase of Natural Gas	\$8,512,030	\$14,808,320	57.48%
Transfer to General Fund	\$2,278,599	\$3,420,825	66.61%	
Capital Expenses	\$204,793	\$1,535,950	13.33%	

	Description	2/29/2016	FY 2016 Budget	% of Monthly Totals to Budget	
Electric Fund	Total Revenues	\$33,532,857	\$49,860,820	67.25%	
	Electric Sales	\$32,566,915	\$47,909,705	67.98%	
	Other Revenues	\$965,942	\$1,308,030	73.85%	
	Use of Reserves		\$643,085	0.00%	
	Total Expenses	\$31,140,653	\$49,860,820	62.46%	
	Personnel Expenses	\$1,558,221	\$2,326,270	66.98%	
	Operating Expenses	\$826,060	\$1,353,135	61.05%	
	Purchase of Electricity	\$26,009,680	\$42,211,805	61.62%	
	Capital Expenses	\$824,312	\$1,088,970	75.70%	
	Transfer to General Fund	\$1,922,380	\$2,880,640	66.73%	
Stormwater Fund	Total Revenues	\$913,065	\$1,389,000	65.74%	
	Stormwater Revenues	\$904,218	\$1,340,000	67.48%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$8,847	\$13,000	68.05%	
	Proceeds from Capital Leases	\$0	\$36,000	0.00%	
	Prior Year Carryover	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	Total Expenses	\$800,840	\$1,389,000	57.66%	
	Personnel Expenses	\$437,444	\$698,585	62.62%	
	Operating Expenses	\$333,393	\$579,695	57.51%	
Capital Expenses	\$30,003	\$110,720	27.10%		
Solid Waste Fund	Total Revenues	\$1,512,506	\$2,388,600	63.32%	
	Refuse Collections Revenues	\$1,473,161	\$2,177,450	67.66%	
	Other Revenues	\$39,345	\$41,150	95.61%	
	Proceeds From Capital Leases	\$0	\$170,000	0.00%	
	Total Expenses	\$1,599,279	\$2,388,600	66.95%	
	Personnel Expenses	\$653,404	\$1,081,240	60.43%	
	Operating Expenses	\$853,854	\$1,137,360	75.07%	
	Capital Expenses	\$92,021	\$170,000	54.13%	
	Fiber Optics Fund	Total Revenues	\$1,327,858	\$1,875,465	70.80%
		Fiber Optics Revenues	\$1,180,950	\$1,765,720	66.88%
GIS Revenues		\$70,200	\$104,000	67.50%	
Other Revenues		\$76,708	\$5,745	1335.21%	
Total Expenses		\$1,182,240	\$1,875,465	63.04%	
Personnel Expenses		\$470,810	\$785,395	59.95%	
Operating Expenses		\$530,022	\$752,880	70.40%	
MEAG Telecom Statewide Pymt		\$91,272	\$115,795	0.00%	
Debt Payment to Electric Dept		\$0	\$92,395	0.00%	
Capital Expenses		\$90,136	\$129,000	69.87%	

Item # 12

Cash Position	6/30/15	7/31/15	8/31/15	9/30/15	10/31/15	11/30/15	12/31/15
Total Unrestricted Cash Balance	\$14,730,500.90	\$14,002,158.95	\$15,198,260.99	\$15,972,077.87	\$16,484,083.63	\$19,021,850.36	\$15,759,976.71
Total Restricted Cash Balance	\$64,560,610.64	\$63,821,933.72	\$62,696,702.71	\$61,893,236.40	\$63,988,695.78	\$64,773,390.76	\$64,534,515.97
Cash Position		1/31/16	2/28/16	3/31/16	4/30/16	5/31/16	6/30/16
Total Unrestricted Cash Balance		\$16,602,948.78	\$18,667,017.27				
Total Restricted Cash Balance		\$61,460,594.02	\$60,788,055.46				

Highlights for the Month of February 2016:

Unrestricted cash increased due mainly to increases in cash balances in the general fund, the electric fund, and the gas fund.

Restricted cash decreased due mainly to the recording of the bond payment made in January on the GO Park Bond.