



# City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120  
Telephone: 770-387-5616 – Fax 770-386-5841 – [www.cityofcartersville.org](http://www.cityofcartersville.org)

**COUNCILPERSONS:**

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

**AGENDA**

Council Chamber, Third Floor of City Hall– 7:00  
PM – 8/7/2014  
**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. July 17, 2014 (Pages 1-17)

[Attachments](#)

---

**B. Public Hearing**

1. City of Cartersville M&O Property Tax Millage Rate to be set at 1.38 mills for 2014 (Pages 18-20)

[Attachments](#)

---

2. Cartersville City School System Property Tax Millage to be set at 17.93 mills for 2014 (Pages 21-23)

[Attachments](#)

---

3. Cartersville Business Improvement District Property Tax Millage to be set at 2.50 Mills for 2014 (Pages 24-26)

[Attachments](#)

---

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

1. File AZ14-03: Annexation and zoning application by Ledbetter Properties LLC (David Buckel, rep.) for property on the south side of E. Main St (approximately 3.68 acres) from Bartow County jurisdiction to MN (Mining). (Pages 27-39)

[Attachments](#)

- 
2. File Z14-03: Rezoning application by Ledbetter Properties LLC (David Burkel, rep.) for property on the south side of E. Main St (approximately 1.94 acres) from MN and Main Street Overlay District to G-C and Main Street Overlay District zoning. (Pages 40-52)

[Attachments](#)

---

3. File SU14-02: Special use application by Cortney Hultman for property at 221 Fite St (approximately 0.2 acre) to allow expansion of a nonconforming use (restaurant) on a R-7 zoned lot. (Pages 53-67)

[Attachments](#)

---

#### **D. First Reading of Ordinances**

1. Emergency Reading - Amendment to the Utilities Ordinance Regarding Water/Sewer Rates (Pages 68-72)

[Attachments](#)

---

#### **E. Appointments**

1. Cartersville Building Authority (Page 73)

[Attachments](#)

---

#### **F. Proposals**

1. Downtown Festival Zone Proposal (Pages 74-82)

[Attachments](#)

---

#### **G. Contracts/Agreements**

1. Sponsorship Agreement for DDA First Friday Event (Pages 83-87)

[Attachments](#)

---

2. Annual Assessment for Membership in the Northwest Georgia Regional Commission (Pages 88-89)

[Attachments](#)

---

3. Risk MAP Project Charter (Pages 90-96)

[Attachments](#)

---

4. Rental Agreement for 3rd Floor of Depot (Pages 97-110)

[Attachments](#)

---

5. Actuarial Services (Pages 111-112)

[Attachments](#)

---

## H. Bid Award/Purchases

1. Subsequent Injury Trust Fund Annual Assessment (Pages 113-114)

[Attachments](#)

---

2. Annual Workers Compensation Assessment (Pages 115-116)

[Attachments](#)

---

3. Automobile Insurance Settlement (Pages 117-118)

[Attachments](#)

---

4. Emergency Repair: 24" Main at El Nopal (Pages 119-124)

[Attachments](#)

---

5. Secondary #1 Bearing Replacement (Pages 125-130)

[Attachments](#)

---

6. Pierce Ladder 3 Repair (Pages 131-138)

[Attachments](#)

---

7. Senior Aquatic Center - Honeywell Invoice (Pages 139-141)

[Attachments](#)

---

## I. Certification

1. GADOT - "Buy America" Certification (Pages 142-146)

[Attachments](#)

---

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



# City of Cartersville

---

**City Council Meeting**  
**8/7/2014 7:00:00 PM**  
**July 17, 2014**

---

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

---

City Council Meeting  
 10 N. Public Square  
 July 17, 2014  
 6:00 P.M. – Work Session 7:00 P.M.

## **I. Opening Meeting**

Invocation by Council Member Tate

Pledge of Allegiance led by Council Member Hodge

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

## **II. Regular Agenda**

### **A. Introduction**

#### **1. Introduction of New Principal**

Doctor Howard Hinesley came forward and told the Mayor and Council how much the school system appreciated the support from the City of Cartersville and to introduce the New Cartersville High School principal Marc Feuerback.

### **B. Council Meeting Minutes**

#### **1. July 1, 2014 and July 14, 2014**

A motion to approve the July 1, 2014 and July 14, 2014 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

### **C. Public Hearing – 1<sup>st</sup> Reading of Zoning/Annexation Requests**

#### **1. File AZ14-03: Annexation and zoning application by Ledbetter Properties LLC (David Buckel, representative) for property on the south side of East Main Street (approximately 3.68 acres) from Bartow County Jurisdiction to MN (Mining).**

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the

adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is approximately 3.68 acres of surface mining land located south of East Main Street approximately 1,000 feet due south of the entrance to the Avonlea Highlands Apartment Complex. This property would be, after annexation and after construction of the proposed new Kroger Marketplace, behind the building and would only be used for grading and drainage. Mr. Mannino stated that the property, if annexed, would be zoned MN (Mining), which is similar to the current M-1 (Mining) zoning district in Bartow County. Mr. Mannino stated that county officials have no objection to this request, staff had no objections and the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing on the annexation. David Buckel came forward and with no further comments the Mayor Santini closed the public hearing.

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

## **NO ACTION REQUIRED**

### **Ordinance**

#### **of the**

### **City of Cartersville, Georgia**

#### **Ordinance No.**

#### **Petition No. AZ14-03**

**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 Forty One Connector LTD. Property is located on the south side of East Main Street. Said property contains 3.68 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lot(s) 405 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 17<sup>th</sup> day of July 2014.  
ADOPTED this the day of. Second Reading.**

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

**ATTEST:**

**/s/ Connie Keeling**

**Connie Keeling**  
City Clerk

**Ordinance**  
**of the**  
**City of Cartersville, Georgia**  
**Ordinance No.**

**Petition No. AZ14-03**

**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 Forty One Connector LTD. Property is located on the south side of East Main Street. Said property contains 3.68 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lot(s) 405 as shown on the attached plat Exhibit "A". Property is hereby rezoned from Bartow County M-1 (Mining) to MN (Mining). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 17<sup>th</sup> day of July 2014.**  
**ADOPTED this the day of. Second Reading.**

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

**ATTEST:**

/s/ **Connie Keeling**  
**Connie Keeling**  
**City Clerk**

**2. File Z14-03: Rezoning application by Ledbetter Properties LLC (David Buckel, representative) for property on the south side of East Main Street (approximately 1.94 acres) from MN (Mining) and Main Street Overlay District to G-C and Main Street Overlay District zoning.**

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located on the south side of East Main Street across from the Avonlea Apartments. It

is the proposed easternmost outparcel of the new regional commercial development that would include a new Kroger Marketplace. To be similar to all other proposed outparcels for this development, this tract is proposed to be rezoned from MN (Mining) to G-C (General Commercial), and would remain in the Main Street Overlay District. Mr. Mannino stated that staff had no objections and the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing on the zoning. David Buckel came forward and with no further comments the Mayor Santini closed the public hearing.

**NO ACTION REQUIRED**

**Ordinance**  
**of the**  
**City of Cartersville, Georgia**  
**Ordinance No.**  
**Petition No. Z14-03**

**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 New Riverside Ochre Co. Property is located on the south side of East Main Street. Said property contains 1.94 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lot(s) 388 as shown on the attached plat Exhibit "A". Property is hereby rezoned from MN (Mining) and Main Street Overlay District to G-C (General Commercial) and Main Street Overlay. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 17<sup>th</sup> day of July 2014.**  
**ADOPTED this the day of. Second Reading.**

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

**ATTEST:**

/s/ Connie Keeling  
Connie Keeling  
City Clerk

**3. File SU14-02: Special Use application by Cortney Hultman for property at 221 Fite Street (approximately 0.2 acres) to allow expansion of a nonconforming use (restaurant) on a R-7 zoned lot.**



Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located at 221 Fite Street at the intersection with Walker Street. The applicant, who has owned and operated Moore's Gourmet Market for over 10 years, has also owned the adjacent rental house. This house was built in approximately 1997 and the applicant proposed to demolish the house, add a solid fence and landscaping adjacent to the single-family residence on Walker Street and expand the overflow parking area on this lot. Mr. Mannino stated that the applicant has stated that the added parking will help the potentially dangerous situation in which users of both the nearby park and his restaurant park along the road. If approved the applicant understands that he will also need approval of the Historic Preservation Commission before a demolition permit may be issued. Mr. Mannino stated that staff has no objections and the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing on the Special Use application. Jim Mack came forward to speak for the Special Use application and Derian Templeton and Roger Fain came forward to speak against the Special Use application. With no further comments the Mayor Santini closed the public hearing.

**Ordinance**

**of the**

**City of Cartersville, Georgia**

**Ordinance No.**

**Petition No. SU14-02**

**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 For the Love of Food LLC. Property is located at 221 Fite Street. Said property contains 0.2 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lot(s) 525 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-7 (Single Family Residential) to allow expansion of a nonconforming use (restaurant) on a R-7 zoned lot. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.**

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 17<sup>th</sup> day of July 2014.  
ADOPTED this the day of. Second Reading.**

**/s/ Matthew J. Santini**

**Matthew J. Santini**  
**Mayor**

**ATTEST:**

**/s/ Connie Keeling**  
**Connie Keeling**  
**City Clerk**

**NO ACTION REQUIRED**

**D. Resolutions**

**1. Quitclaim Deed – 11 Granger Drive**

Randy Mannino, Planning and Development Director stated that this is a lien release for the property located at 11 Granger Drive. This was part of the first time homebuyers forgivable loan program and the property owner has fulfilled their required five (5) year period. Mr. Mannino recommended approval.

A motion to approve the lien release was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

**E. Proposals**

**1. Downtown Festival Zone**

Tara Currier, Downtown Development Director stated that the DDA would like to propose a Festival Zone for the August 1 First Friday Event. This is the first festival application under the new alcohol festival ordinance. Ms. Currier stated that staff has submitted their Crowd Management Certification to the Fire Marshal and two City Police Officers will be on hand for the event. Ms. Currier stated that all requirements have been met and recommended approval.

A motion to approve the Festival Application and corresponding Resolution No. 12-14 subject to insurance documentation being provided was made by Council Member Pruitt and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

**Resolution No. 12-14**

**WHEREAS, the Cartersville City Council approved a Festival Ordinance in June 2014.**

**WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for their August 1, First Friday event, sponsored by Mellow Mushroom, and featuring kids' activities, food vendors, and a concert in Friendship Plaza.**

**WHEREAS, the DDA Board recommends that Public Square and Friendship Plaza be designated a controlled Festival Zone, allowing those of 21 years and older, who show**

**proof of identification and receive a festival cup and wristband, be allowed to consume purchased beer or wine within the Festival Zone.**

**WHEREAS, DDA board and staff have completed Crowd Management training and will, in conjunction with two law enforcement officers, ensure the safety of all guests, and keep those with alcoholic beverages within the allotted Festival Zone, which is also boarded with white fencing, and ample signage.**

**WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding alcoholic beverages would only be sold from 6-9 PM on Friday, August 1, and that all plans, drawings and safety as outlined in Exhibit "A" will be adhered.**

**NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the August 1 First Friday event, planned and implemented by the DDA, with sponsorship from Mellow Mushroom and approval by the Director of Planning and Development, be designated a Community Festival.**

**ADOPTED this the 17th day of July 2014.**

**/s/ Matthew J. Santini**

**Matthew J. Santini**

**Mayor**

**ATTEST:**

**/s/ Connie Keeling**

**Connie Keeling**

**City Clerk**

**F. Resolutions**

**1. Referendum Resolution for City of Cartersville GO Park Bonds**

Sam Grove, City Manager stated that this is an initial draft of the Referendum Resolution for consideration of GO Park Bonds. Mr. Grove stated that the council's adoption of this resolution is the first step in order to get the park bonds on the November 4, 2014 ballot. Mr. Grove stated that if approved the bonds will not exceed \$8.2 million with a ten (10) year payback. The bonds will add one (1) mill of tax and Mr. Grove recommended approval.

A motion to approve Resolution No.10-14 for the City of Cartersville GA Park Bonds was made by Council Member Stepp and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

**Resolution No. 10-14**

**A REFERENDUM RESOLUTION TO REGULATE AND PROVIDE FOR**

**THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE BY THE CITY OF CARTERSVILLE, GEORGIA OF GENERAL OBLIGATION PARK AND RECREATIONAL FACILITIES BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,200,000; TO PROVIDE FOR THE DATE, RATE OR RATES OF INTEREST, AND SCHEDULE OF MATURITIES THAT SUCH BONDS SHALL BEAR AND THAT THE BONDS MAY BE MADE SUBJECT TO REDEMPTION PRIOR TO MATURITY TO THE EXTENT PERMITTED BY LAW; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SUCH BONDED INDEBTEDNESS, IF SO AUTHORIZED; TO PROVIDE THAT THE BONDS AUTHORIZED MAY BE ISSUED IN ONE OR MORE SERIES AND ON ONE OR MORE DATES OF ISSUANCE; AND FOR OTHER PURPOSES:**

**WHEREAS, the City Council of the City of Cartersville, Georgia (the "Governing Body") is the governing authority of the City of Cartersville, Georgia (the "City"), a municipal corporation created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the City; and**

**WHEREAS, the Governing Body deems it to be in the best interest of the City to improve public services in the City by acquiring, constructing, reconstructing, renovating, repairing, improving, and installing park and recreational facilities and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, all at an estimated cost of more than \$8,200,000; and**

**WHEREAS, it appears to the Governing Body that the most feasible plan for providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing park and recreational facilities and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing, requires the issuance and sale of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds, in the aggregate principal amount of \$8,200,000, pursuant to the Constitution and laws of the State of Georgia; and**

**WHEREAS, under the Constitution and laws of the State of Georgia, it is necessary to submit to the qualified voters of the City the question of whether or not \$8,200,000 in aggregate principal amount of bonds should be issued for such purposes, which bonds, if authorized, shall be dated, shall bear interest from date at such rate or rates, not exceeding a maximum per annum rate, and shall mature as to principal, as hereinafter more fully set forth, and may be made subject to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the Governing Body.**

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cartersville, Georgia, and it is hereby resolved by authority of the same, as follows:**

**Section 1.** There is hereby authorized to be called and there is hereby called an election to be held in the City on the 4th day of November 2014, for the purpose of submitting to the qualified voters of the City for their determination the question of whether or not \$8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds should be issued for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing park and recreational facilities and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing. Such bonds, if so authorized, shall be dated as of the first day of the month of delivery or such other date(s) as the Governing Body may approve, shall be in such denomination or denominations as the Governing Body may approve, and shall bear interest from date at such rate or rates as the Governing Body may approve but not exceeding six percent (6.00%) per annum in any year. All interest shall be payable semiannually on July 1 and January 1 of each year, beginning on July 1, 2015, and the principal shall mature (by scheduled maturity or by mandatory redemption, as the Governing Body may approve) on January 1 in the years and amounts as follows:

<b>Year</b>	<b><u>Amount</u></b>
2016	\$745,000
2017	755,000
2018	770,000
2019	780,000
2020	800,000
2021	820,000
2022	840,000
2023	870,000
2024	895,000
2025	925,000

**Section 2.** The ballot to be used in the election shall have printed thereon in brief form the question to be determined by the voters, to-wit:

**"Shall \$8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds be authorized to be issued?"**

The ballot shall have printed thereon the word "YES" and the word "NO" in order that each voter may vote in either the affirmative or the negative as to the question propounded. The polls in each of the precincts within the City shall be opened at 7:00 a.m. and closed at 7:00 p.m. on the day fixed for the election, and the election shall be held at the regular and established places for holding elections in the City. The election shall be held in accordance and inconformity with the Constitution and laws of the United States of America and of the State of Georgia.

**Section 3.** The Bartow County Board of Elections and Registration is hereby appointed as the Municipal Election Superintendent to conduct the election, to receive from poll officers the returns of the election, to canvass and compute such returns, to certify as soon as practicable following the election the results thereof to the Governing Body, and to take such other actions in the premises as provided by law.

**Section 4.** The City Clerk is hereby ordered and directed forthwith to furnish the Municipal Election Superintendent of the City with a duly certified copy of this resolution in order that the Municipal Election Superintendent may take such action in the premises as provided by law.

**Section 5.** Any brochures, listings, or other advertisements issued by the Governing Body or by any other person, firm, corporation, or association with the knowledge and consent of the Governing Body shall be deemed to be a statement of intention of the Governing Body concerning the use of the bond funds or interest received from such bond funds that have been invested.

**Section 6.** The following notice shall be incorporated into the call of the election by the Municipal Election Superintendent:

**NOTICE OF BOND  
ELECTION**

**TO THE QUALIFIED VOTERS OF THE CITY OF CARTERSVILLE, GEORGIA YOU ARE HEREBY NOTIFIED** that on the 4th day of November 2014, an election will be held in the City of Cartersville, Georgia (the "City"). At the election there will be submitted to the qualified voters of the City for their determination the question of whether or not \$8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds should be issued by the City for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing park and recreational facilities and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing. Such bonds, if so authorized, shall be dated as of the first day of the month of delivery or such other date(s) as the City Council of the City of Cartersville, Georgia (the "Governing Body") may approve, shall be in such denomination or denominations as the Governing Body may approve, shall bear interest from date at such rate or rates as the Governing Body may approve but not exceeding six percent (6.00%) per annum in any year, and shall provide for interest to be payable semiannually on July 1 and January 1 of each year, beginning on July 1, 2015, and for principal to mature (by scheduled maturity or by mandatory redemption, as the Governing Body may approve) on January 1 in the years and amounts as follows:

<b>Year</b>	<b><u>Amount</u></b>
<b>2016</b>	<b>\$745,000</b>

2017	755,000
2018	770,000
2019	780,000
2020	800,000
2021	820,000
2022	840,000
2023	870,000
2024	895,000
2025	925,000

The Governing Body may, prior to the sale of any of the bonds authorized by the voters at the election, incorporate provisions in any or all of the bonds so authorized that would permit the City to redeem the bonds prior to their stated maturities, to the extent permitted by law, upon terms and conditions to be determined by the Governing Body. Any or all of the bonds authorized by the voters at the election may be issued in one or more series and on one or more dates of issuance as the Governing Body may approve.

Voters desiring to vote for the issuance of such bonds shall do so by voting "YES" and voters desiring to vote against the issuance of such bonds shall do so by voting "NO", as to the question propounded, to-wit:

"Shall \$8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds be authorized to be issued?"

The several places for holding the election shall be in the regular and established precincts in the City, and the polls will be open from 7:00a.m. to 7:00p.m. on the date fixed for the election. Those qualified to vote at the election shall be determined in all respects in accordance and in conformity with the Constitution and laws of the United States of America and of the State of Georgia.

The last day to register to vote in this special election is October 6, 2014, by the close of business.

Any brochures, listings, or other advertisements issued by the Governing Body or by any other person, firm, corporation, or association with the knowledge and consent of the Governing Body shall be deemed to be a statement of intention of the Governing Body concerning the use of the bond funds or interest received from such bond funds that have been invested.

This notice is given pursuant to joint action of the City Council of the City of Cartersville, Georgia and the Municipal Election Superintendent of the City of Cartersville, Georgia.

**CITY OF CARTERSVILLE, GEORGIA**

/s/ Matthew J. Santini

**Matthew J. Santini**  
**Mayor**

**MUNICIPAL ELECTION SUPERINTENDENT  
 OF THE CITY OF CARTERSVILLE,  
 GEORGIA**

**BY: BARTOW COUNTY BOARD OF  
 ELECTIONS AND  
 REGISTRATION**

By: \_\_\_\_\_  
 Chairperson

**Section 7. Should the bonds be authorized by the requisite number of qualified voters, the Governing Body shall, prior to the issuance of any such bonds, levy an ad valorem tax upon all the property subject to taxation for general obligation bond purposes, within the corporate limits of the City, sufficient in amount to pay the principal of and the interest on such bonds at their respective maturities.**

**Section 8. The Governing Body may, prior to the sale of any of the bonds authorized by the voters at the election, incorporate provisions in any or all of the bonds so authorized that would permit the City to redeem the bonds prior to their stated maturities, to the extent permitted by law, upon terms and conditions to be determined by the Governing Body. No such redemption provisions shall, however, increase the amount of, or accelerate the time for collection of, any annual tax levy required to be made for payment of the bonds as specified in Section 7 above.**

**Section 9. Any or all of the bonds authorized by the voters at the election may be issued in one or more series and on one or more dates of issuance as the Governing Body may approve. The aggregate principal amount of such bond issue, whether issued in one series or in more than one series, shall not exceed the principal amount authorized by the voters, and the other terms and conditions of each series of such issue shall conform to those set forth in this resolution.**

**Section 10. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.**

**PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 17th day of July 2014.**

(SEAL)

**CITY OF CARTERSVILLE, GEORGIA**



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

**ATTEST**

**/s/ Connie Keeling**  
**Connie Keeling**  
**City Clerk**

**STATE OF GEORGIA**  
**BARTOW COUNTY**

**CITY CLERK'S**  
**CERTIFICATE**

**I, CONNIE KEELING, City Clerk of the City of Cartersville, Georgia, DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a referendum resolution adopted by the City Council of the City of Cartersville, Georgia (the "Governing Body") at an open public meeting duly called and lawfully assembled at 7:00 p.m., on the 17th day of July 2014, in connection with calling an election pertaining to the issuance or non-issuance of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds, the original of such referendum resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.**

**I do hereby further certify that the following members of the Governing Body were present at such meeting:**

- Matt Santini, Mayor**
- Dianne Tate, Mayor Pro Tempore**
- Kari Hodge**
- Lindsey McDaniel, Jr.**
- Lori Pruitt**
- Jayce Stepp**
- Louis Tonsmeire, Sr.**

**and that the following members were absent:**

**None**  
\_\_\_\_\_

**and that such referendum resolution was duly adopted by a Vote of: Aye 6 Nay 0**

**WITNESS my hand and the official seal of the City of Cartersville, Georgia, this the 17th day of July 2014. (SEAL}**

/s/ Connie Keeling  
**Connie Keeling**  
**City Clerk**

## **G. Contracts/Agreements**

### **1. Annual USA Software Agreement – Police Department**

Tommy Culpepper, Police Chief stated that this is the annual agreement with USA Software for support and maintenance. Chief Culpepper stated that this is the vendor for the records data management system currently used by the department for many years and recommended approval.

A motion to approve the agreement with USA Software was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

## **H. Bid Award/Purchases**

### **1. Fiber Optic Fusion Splicer**

Dan Porta, Assistant City Manager stated that the Fiber Departments needs to replace its 1996 fiber optic fusion splicer which is failing. The splicer is used to repair existing fiber or to add new customers to our system. The cost of the new splicer is \$13,142.66 from GrayBar and Mr. Porta recommended approval.

A motion to approve the purchase from GrayBar was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

### **2. Web Filter for City Computers**

Dan Porta, Assistant City Manager stated that the Fibercom Department is requesting the purchase of a new web filter to replace the current web filter appliance. The current web filter is 5 years old and there are no more updates available. Mr. Porta recommended approval of a Barracuda Web Filter 610 in the amount of \$13,997.00 including the first year of support.

A motion to approve purchase of the Barracuda Web Filter 610 was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

### **3. Right of Way Clearing and Maintenance Service Contract**

Derrick Hampton, Electric Department Engineering Manager stated that this is a contract for right of way clearing and maintenance service contract with Trees Unlimited. The City Electric Department has been using this company for more than eight (8) years and their quality of work has been good throughout this time. The difference in the low bid and the Trees Unlimited bid is \$665.00. Mr. Hampton stated that this is not the lowest bid but the best qualified bid and recommended approval.

A motion to approve of the best qualified bid from Trees Unlimited was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

#### **4. WPCP \_ Maintenance Truck**

Sydney Forsyth, Water Department Assistant Director stated that this vehicle is to replace a 1984 1-ton Chevrolet truck that has become a safety hazard. Mr. Forsyth stated that they have a price on a used vehicle – a 2000 GMC flatbed truck in the amount of \$12,500.00. Mr. Forsyth stated that the City Garage has inspected the vehicle and found it to be in good repair. Mr. Forsyth recommended approval for this purchase.

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

Mayor Santini stated that there was one item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

### **I. Added Item**

#### **1. Anti Litem Notice**

Keith Lovell, Assistant City Attorney stated that the City had received an Ante Litem Notice from Andrew Jones, PC on behalf of Nancy Lewis and Victor Davis regarding injuries sustained by Malia Lewis on March 12, 2014 in an accident which involved a city vehicle. Mr. Lovell recommended approval of the resolution to deny the claim.

A motion to approve Resolution No. 11-14 to deny the Ante Litem Notice was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

#### **Resolution No. 11-14**

### **STATE OF GEORGIA COUNTY OF BARTOW**

**WHEREAS, the Mayor and City Council of the City of Cartersville have received an Ante Litem Notice on July 15, 2014 from Andrew Jones, PC on behalf of Nancy Lewis and Victor Davis, individually and as Parents and Natural Guardians of Malia Lewis, regarding injuries sustained by Malia Lewis on March 12, 2014. Said Notice is attached hereto as Exhibit “A”.**

**WHEREAS, the Mayor and City council do not address the issue of whether or not the Ante Litem Notice provided complies with the requirements of O.C.G.A. § 36-33-5.**

**WHEREAS, after review of the Ante Litem Notice and the incident referenced therein, the Mayor and City Council at this time have no basis or information to indicate liability on the part of the City of Cartersville.**

**NOW BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Cartersville that any and all claims of the Ante Litem Notice on behalf of Nancy Lewis and Victor Davis, individually and as Parents and Natural Guardians of Malia Lewis, regarding the injuries sustained by Malia Lewis on March 12, 2014, or any parties as outlined in said Ante Litem Notice are hereby denied.**

**ADOPTED this the 17<sup>th</sup> day of July 2014.**

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

**ATTEST:**

**/s/ Connie Keeling  
Connie Keeling  
City Clerk**

**J. Monthly Financial Statement**

**1. May 2014 Financial Report**

Mr. Tom Rhinehart, Finance Director, presented the May 2014 monthly financial statement with comparisons from the previous year of May 2013 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through May 2014.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 6-0

**Meeting Adjourned**

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

**ATTEST:**

**/s/ \_\_\_\_\_  
Connie Keeling  
City Clerk**



# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM

City of Cartersville M&O Property Tax Millage Rate to be set at 1.38 mills for 2014

<b>SubCategory:</b>	Public Hearing
<b>Department Name:</b>	Finance
<b>Department Summary Recommendation:</b>	The property taxes received from the Cartersville M&O property tax millage are used for general city government operations, which include police, fire, recreation, public works, etc. The proposed 2014 millage rate of 1.38 mills is considered to be an increase above the tax rollback rate of 1.358 for 2014. Homeowners will be paying a slightly higher amount for M&O property taxes than they paid in 2013. The required public hearings have been held in compliance with the state regulations. I recommend approval of the Cartersville M&O property tax millage rate of 1.38 mills for 2014.
<b>City Manager's Remarks:</b>	Your approval of the City millage listed above for 2014 is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

**PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2014**

COUNTY **BARTOW** TAXING JURISDICTION **CARTERSVILLE M&O**

**INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED**

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2013 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2014 DIGEST
REAL	582,239,760	13,834,547	4,361,610	600,435,917
PERSONAL	250,192,463		11,501,129	261,693,592
MOTOR VEHICLES	47,371,852		-8,039,322	39,332,530
MOBILE HOMES	43,178		0	43,178
TIMBER -100%	0		5,176	5,176
HEAVY DUTY EQUIP	51,048		28,152	79,200
<b>GROSS DIGEST</b>	<b>879,898,301</b>	<b>13,834,547</b>	<b>7,856,745</b>	<b>901,589,593</b>
EXEMPTIONS	60,395,409	0	-20,468,285	39,927,124
<b>NET DIGEST</b>	<b>819,502,892</b>	<b>13,834,547</b>	<b>28,325,030</b>	<b>861,662,469</b>
FLPA Reimbursement Value	0		0	0
<b>Adjusted NET DIGEST</b>	<b>819,502,892</b>	<b>13,834,547</b>	<b>28,325,030</b>	<b>861,662,469</b>
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>
<b>2013 MILLAGE RATE &gt;&gt;&gt;</b>	1.380	<b>2014 PROPOSED MILLAGE RATE &gt;&gt;&gt;</b>		1.380

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2013 Net Digest	PYD	819,502,892	
Net Value Added-Reassessment of Existing Real Property	RVA	13,834,547	
Other Net Changes to Taxable Digest	NAG	28,325,030	
<b>2014 Net Digest</b>	<b>CYD</b>	<b>861,662,469</b>	<b>(PYD+RVA+NAG)</b>
2013 Millage Rate	PYM	1.380	
Millage Equivalent of Reassessed Value Added	ME	0.022	<b>(RVA/CYD) * PYM</b>
Rollback Millage Rate for 2014	RR	1.358	<b>PYM - ME</b>

**COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2014 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	<b>Rollback Millage Rate</b>	1.358
	<b>2014 Millage Rate</b>	1.380
	<b>Percentage Increase</b>	1.62%

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

\_\_\_\_\_  
Chairman, Board of Tax Assessors

\_\_\_\_\_  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

\_\_\_\_\_  
Tax Collector or Tax Commissioner

\_\_\_\_\_  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2014 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2014 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2014 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2014 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM

Cartersville City School System Property Tax Millage to be set at 17.93 mills for 2014

<b>SubCategory:</b>	Public Hearing
<b>Department Name:</b>	Finance
<b>Department Summary Recommendation:</b>	The Cartersville City School System has recommended to their board to lower the school system's millage rate for 2014 to 17.93 mills. This is the rollback rate for 2014. The City Council approves the recommended tax millage rate for city residents where all of the property taxes collected are used by the Cartersville School System. I recommend approval of the Cartersville School System property tax millage rate of 17.93 mills for 2014.
<b>City Manager's Remarks:</b>	Your approval of the City Schools millage listed above for 2014 is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	



**PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2014**

COUNTY **BARTOW** TAXING JURISDICTION **CARTERSVILLE School**

**INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED**

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2013 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2014 DIGEST
REAL	582,239,760	13,834,547	4,361,610	600,435,917
PERSONAL	250,192,463		11,501,129	261,693,592
MOTOR VEHICLES	47,371,852		-8,039,322	39,332,530
MOBILE HOMES	43,178		0	43,178
TIMBER -100%	0		5,176	5,176
HEAVY DUTY EQUIP	51,048		28,152	79,200
<b>GROSS DIGEST</b>	<b>879,898,301</b>	<b>13,834,547</b>	<b>7,856,745</b>	<b>901,589,593</b>
EXEMPTIONS	60,395,409	0	12,493,955	72,889,364
<b>NET DIGEST</b>	<b>819,502,892</b>	<b>13,834,547</b>	<b>-4,637,210</b>	<b>828,700,229</b>
FLPA Reimbursement Value	0		0	0
<b>Adjusted NET DIGEST</b>	<b>819,502,892</b>	<b>13,834,547</b>	<b>-4,637,210</b>	<b>828,700,229</b>
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>
<b>2013 MILLAGE RATE &gt;&gt;&gt;</b>	18.230	<b>2014 PROPOSED MILLAGE RATE &gt;&gt;&gt;</b>		17.930

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2013 Net Digest	PYD	819,502,892	
Net Value Added-Reassessment of Existing Real Property	RVA	13,834,547	
Other Net Changes to Taxable Digest	NAG	-4,637,210	
<b>2014 Net Digest</b>	<b>CYD</b>	<b>828,700,229</b>	<b>(PYD+RVA+NAG)</b>
2013 Millage Rate	PYM	18.230	
Millage Equivalent of Reassessed Value Added	ME	0.304	<b>(RVA/CYD) * PYM</b>
Rollback Millage Rate for 2014	RR	17.926	<b>PYM - ME</b>

**COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2014 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	<b>Rollback Millage Rate</b>	17.926
	<b>2014 Millage Rate</b>	17.930
	<b>Percentage Increase</b>	0.02%

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

\_\_\_\_\_ Chairman, Board of Tax Assessors \_\_\_\_\_ Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

\_\_\_\_\_ Tax Collector or Tax Commissioner \_\_\_\_\_ Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2014 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2014 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2014 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2014 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

\_\_\_\_\_ Signature of Responsible Party \_\_\_\_\_ Title \_\_\_\_\_ Date

**CITY OF CARTERSVILLE SCHOOL SYSTEM  
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville School System for fiscal year 2015 will be established at the Council meeting on August 7, 2014 at 7:00 p.m. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2014 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. The information only applies to the operations of the city school system.

**Current 2014 Tax Digest and 5-Year History of Levy**

City School System Digest and Levy	2009	2010	2011	2012	2013	Preliminary 2014
Real & Personal	\$966,252,164	\$912,703,762	\$886,351,912	\$868,613,801	\$822,121,509	\$851,295,688
Motor Vehicle	\$49,370,250	\$42,000,562	\$40,419,370	\$42,338,234	\$47,371,852	\$39,332,530
Mobile Homes	\$24,559	\$24,588	\$24,399	\$43,178	\$43,178	\$43,178
Timber - 100%	\$29,765	\$42,160	\$0	\$0	\$0	\$5,176
Heavy Duty Equipment	\$119,309	\$15,720	\$33,200	\$53,655	\$51,048	\$79,200
Public Utilities	\$16,053,026	\$10,017,913	\$9,574,680	\$9,809,398	\$10,310,714	\$10,833,821
Gross Digest	\$1,031,849,073	\$964,804,705	\$936,403,561	\$920,858,266	\$879,898,301	\$901,589,593
Less: M&O Exemptions	\$47,339,526	\$43,408,387	\$43,751,261	\$45,688,955	\$60,395,409	\$72,889,364
Net M&O Digest	\$984,509,547	\$921,396,318	\$892,652,300	\$875,169,311	\$819,502,892	\$828,700,229
M&O Millage	17.23	17.23	17.23	18.23	18.23	17.93
Dollars Generated	\$16,963,099	\$15,875,659	\$15,380,399	\$15,954,337	\$14,939,538	\$14,858,595
Total \$ Increase/(Decrease)	\$250,697	(\$1,087,441)	(\$495,259)	\$573,937	(\$1,014,799)	(\$80,943)
% Increase/Decrease(-)	1.50%	-6.41%	-3.12%	3.73%	-6.36%	-0.54%
Total Millage Rate	17.23	17.23	17.23	18.23	18.23	17.93



# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM

Cartersville Business Improvement District Property Tax Millage to be set at 2.50 Mills for 2014

<b>SubCategory:</b>	Public Hearing
<b>Department Name:</b>	Finance
<b>Department Summary Recommendation:</b>	The Cartersville Business Improvement District (BID) is made up of the downtown Cartersville business district. These business owners have been self-assessing a property tax over the past several years to raise funds for the downtown area. The Downtown Development Authority (DDA) works with the local businesses to use the funds to improve the downtown area. DDA requests the Council's approval to keep the BID's property tax millage at 2.50 mills for 2014. I recommend approval of the Cartersville Business Improvement District property tax millage of 2.50 mills for 2014.
<b>City Manager's Remarks:</b>	Your approval of the BID millage listed above for 2014 is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

**PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2014**

COUNTY **BARTOW**

TAXING JURISDICTION **DIST 11 - DDA**

**INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED**

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2013 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2014 DIGEST
REAL	9,062,880	-137,319	1,840	8,927,401
PERSONAL	0		0	0
MOTOR VEHICLES	0		0	0
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
<b>GROSS DIGEST</b>	9,062,880	-137,319	1,840	8,927,401
EXEMPTIONS	15,000	0	5,000	20,000
<b>NET DIGEST</b>	9,047,880	-137,319	-3,160	8,907,401
FLPA Reimbursement Value	0		0	0
<b>Adjusted NET DIGEST</b>	9,047,880	-137,319	-3,160	8,907,401
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>
<b>2013 MILLAGE RATE &gt;&gt;&gt;</b>	2.500	<b>2014 PROPOSED MILLAGE RATE &gt;&gt;&gt;</b>		2.500

**THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2013 Net Digest	PYD	9,047,880	
Net Value Added-Reassessment of Existing Real Property	RVA	-137,319	
Other Net Changes to Taxable Digest	NAG	-3,160	
<b>2014 Net Digest</b>	<b>CYD</b>	<b>8,907,401</b>	<b>(PYD+RVA+NAG)</b>
2013 Millage Rate	PYM	2.500	
Millage Equivalent of Reassessed Value Added	ME	-0.039	<b>(RVA/CYD) * PYM</b>
Rollback Millage Rate for 2014	RR	2.539	<b>PYM - ME</b>

**COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2014 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	<b>Rollback Millage Rate</b>	2.539
	<b>2014 Millage Rate</b>	2.500
	<b>Percentage Increase</b>	-1.54%

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

\_\_\_\_\_  
Chairman, Board of Tax Assessors

\_\_\_\_\_  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

\_\_\_\_\_  
Tax Collector or Tax Commissioner

\_\_\_\_\_  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2014 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2014 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2014 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2014 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM

**File AZ14-03: Annexation and zoning application by Ledbetter Properties LLC (David Buckel, rep.) for property on the south side of E. Main St (approximately 3.68 acres) from Bartow County jurisdiction to MN (Mining).**

<b>SubCategory:</b>	Public Hearing - 2nd Reading of Zoning/Annexation Requests
<b>Department Name:</b>	Planning and Development
<b>Department Summary Recommendation:</b>	The subject tract is approximately 3.68 acres of surface mining land located south of E. Main Street approximately 1,000 feet due south of the entrance to the Avonlea Highlands apartment complex. This property would be, after annexation and after construction of the proposed new Kroger Marketplace, behind (to the south of) the large Kroger building and would only be used for grading and drainage per application. The property would, if annexed, be zoned MN (Mining), which is similar to the current M-1 Mining zoning district in Bartow County. County officials have no objections to this request. Planning Commission recommended approval.
<b>City Manager's Remarks:</b>	Your approval of this annexation/rezone is recommended by the Planning Commission.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

## **ZONING & ANNEXATION SYNOPSIS**

Petition Number(s): **AZ14-03**

### **APPLICANT INFORMATION AND PROPERTY DESCRIPTION**

Applicant: **Ledbetter Properties LLC**

Representative: **David Buckel**

Property Owner: **Forty One Connector LTD**

Property Location: **E. Main Street (south side)**

Access to the Property: **E. Main Street (south side)**

#### *Site Characteristics:*

Tract Size: Acres: **3.68 acres** District: **4<sup>th</sup>** Section: **3<sup>rd</sup> LL(S): 405**

Ward: **1** Council Member: **Kari Hodge**

### **LAND USE INFORMATION**

Current Zoning: **County M-1 (Mining)**

Proposed Zoning: **MN (Mining)**

Proposed Use: **Annex for grading and drainage related to future adjacent proposed development in City limits.**

Current Zoning of Adjacent Property:

North: **G-C (General Commercial) and Main Street Overlay District**

South: **Bartow County jurisdiction**

East: **Bartow County jurisdiction**

West: **MN (Mining)**

The Future Development Plan designates the subject property as: **Not designated.**

## **ZONING ANALYSIS**

### **City Departments Reviews**

#### **Water and Sewer:**

No objections.

#### **Public Works:**

No objections.

#### **Gas:**

No objections.

#### **Electric:**

No objections.

#### **Fire:**

No objections.

#### **Police:**

No comments.

*Bartow County government has also received information regarding the annexation request and finds no objection to the application. The property is currently zoned M-1 (Mining) and is identified on the County's Future Land Use Map as Mining.*



*The subject tract is approximately 3.68 acres of surface mining land located south of E. Main Street approximately 1,000 feet due south of the entrance to the Avonlea Highlands apartment complex. This property would be, after annexation and after construction of the proposed new Kroger Marketplace, behind (to the south of) the large Kroger building and would only be used for grading and drainage per application. The property would, if annexed, be zoned MN (Mining), which is similar to the current M-1 Mining zoning district in Bartow County. County officials have no objections to this request. Planning Commission recommended approval.*

#### **STANDARDS FOR EXERCISE OF ZONING POWERS.**

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*  
**The proposed MN zoning may permit a use that is suitable in view of the existing surface mining use and development of adjacent properties.**
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*  
**The proposed MN zoning may not create an isolated district since there are adjacent and nearby properties that are zoned MN in the City and M-1 in the County.**
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*  
**The MN zoning proposal may not adversely affect the existing use of adjacent properties.**
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*  
**As currently zoned M-1 (Mining) in unincorporated Bartow County, it may have a reasonable economic use. However, the proposed zoning and annexation into the City limits may be reasonable given that this property would be used for grading and drainage purposes as part of the larger adjacent regional development in the City limits.**
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*  
**The zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible use on roads, utilities, and other factors.**
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*  
**The property is not designated on the Future Development Map.**

- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.

**The MN zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development based on possible environmental factors related to use.**

- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

**Based on the proposed large adjacent regional development, it may be reasonable for the applicant to seek annexation and zoning of this property to MN (Mining) so that the entire property to be affected by grading and drainage activities would be developed and permitted in the City limits.**

**STAFF RECOMMENDATION:** Staff has no objections.

**PLANNING COMMISSION RECOMMENDATION:** APPROVAL

# Application for Annexation / Zoning

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

Application Number AZ14-03  
7-8 @ 5:30  
7-17 @ 7:00  
Hearing Dates 8-7 @ 7:00

Applicant LEOBETTER PROPERTIES, LLC Business/Cell Phone 706-290-1358  
 (applicant's printed name)  
 Address 106 EAST 8<sup>TH</sup> AVE Home Phone \_\_\_\_\_  
 City Rome State GA Zip 30161 Email LEOBETTERJRO@LEOBETTERPROPERTIES.COM  
 Representative's printed name (if other than applicant) DAVID BUCKEL Phone 404-567-5701 Fax # 404-567-5703  
 Representative's signature [Signature] Applicant's signature [Signature]  
 Signed, sealed and delivered in presence of \_\_\_\_\_ My commission expires: 6-9-2017  
 Notary Public Jammy K. Hawkins  
 GEORGIA  
 06-09-2017

Titleholder FORTY ONE CORP Business (770) 386-6741 Home \_\_\_\_\_  
 (titleholder's printed name)  
 \*attach additional notarized signatures as needed on separate application page Address P.O. 1708  
 Signature SEE ATTACHED CARTERSVILLE, GA 30120  
 Signed, sealed, delivered in presence of: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_  
 Notary Public \_\_\_\_\_

Requested City Zoning MU - ANNEXATION INTO CITY  
 Acreage 3.684 Land Lot(s) 405 District(s) 4<sup>TH</sup> Section(s) 3<sup>RD</sup>  
 Location of Property SITE IS APPROXIMATELY 1/2 MILE EAST OF INTERSECTION OF LIBERTY DRIVE AND EAST MAIN STREET ACROSS THE STREET FROM KOFF'S SHOPPING CENTER.  
 (street address, nearest intersections, etc)  
 Reason for requested Annexation / Zoning: WE ARE ANNEXING THIS PARCEL INTO THE CITY LIMITS FOR GRADING / DRAINAGE  
 (attach additional statement as necessary)  
AS THIS WILL BE PART OF THE OVERALL DEVELOPMENT OF TRACT 1 AS NOTED ON SURVEY

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.

**BARDELL PROPERTIES, INC.**

108 OLD MILL ROAD, BUILDING 1

POST OFFICE BOX 1708

CARTERSVILLE, GEORGIA 30120

TELEPHONE (770) 386-3954

FAX (770) 386-6741

June 4, 2014

To Whom It May Concern:

Forty-One Connector, Ltd., as title holder of said property, authorizes Ledbetter Properties, LLC., the applicant, to submit for an annexation of the subject property.

Signature

*Kena R. King*

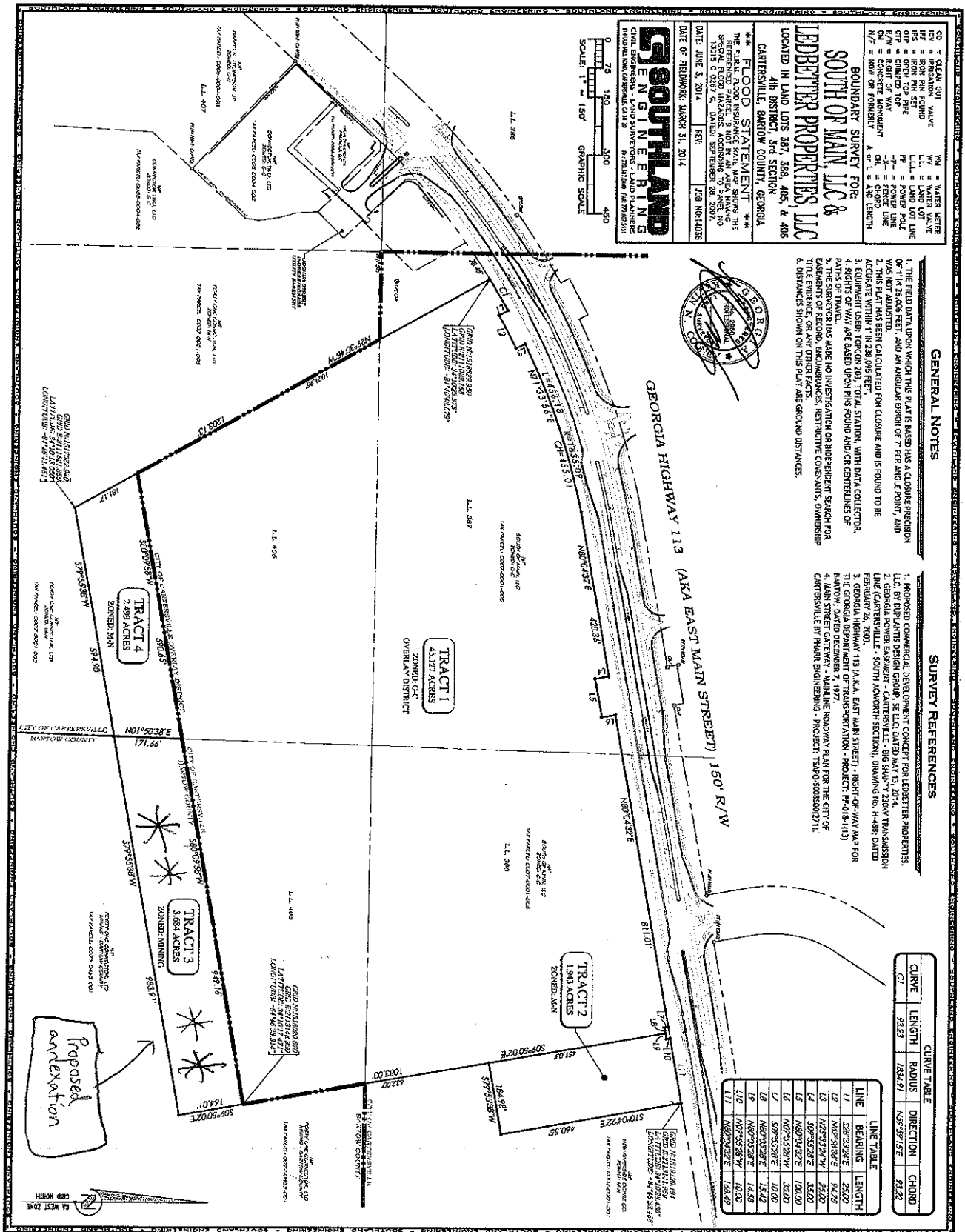
Kena R. King, President of Bardell Properties, Inc.,  
General Partner of Forty-One Connector, Ltd.

Signed, sealed, and delivered in presence of:

*Mary E. Keith*  
Notary Public

My commission expires: *April 27, 2017*





**GENERAL NOTES**

1. THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSEST APPROXIMATION OF 1/16 INCH PER FOOT AND AN ANGLE OF ERROR OF 7 PER ANGLE (7/1000) AND WAS NOT ADJUSTED.
2. THIS PLAN HAS BEEN CALCULATED FOR CLOSED AND IS FOUND TO BE ACCURATE WITHIN 1/16 INCH PER FOOT.
3. EQUIPMENT USED: TOPCON 203 TOTAL STATION, WITH DATA COLLECTOR, 40 POINTS OF 1/4 INCH BASED UPON THIS FOUND AND/OR CENTERLINE OF 5. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EVIDENCES OF RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS.
6. DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES.

**SURVEY REFERENCES**

1. PROPOSED COMMERCIAL DEVELOPMENT CONCEPT FOR LEDBETTER PROPERTIES, LLC, 113 GEORGIA HIGHWAY 113, CANTERSVILLE, GA.
2. GEORGIA POWER EASTERN - CANTERSVILLE - SOUTH MONTH SECTION, DRAWING NO. H-488, DATED FEBRUARY 24, 2003.
3. GEORGIA HIGHWAY 113 (A.K.A. EAST MAIN STREET) - RIGHT-OF-WAY MAP FOR FEBRUARY 24, 2003.
4. MAIN STREET CANTERSVILLE - MAINLINE ROADWAY PLAN FOR THE CITY OF CANTERSVILLE BY PHARR ENGINEERING - PROJECT: TAPD-5055500271.

**BOUNDARY SURVEY FOR:**  
**SOUTH OF MAIN, LLC &**  
**LEDBETTER PROPERTIES, LLC**  
 LOCATED IN LAND LOTS 387, 388, 405, & 405  
 4th DISTRICT, 3rd SECTION  
 CANTERSVILLE, BARTOW COUNTY, GEORGIA

**FLOOD STATEMENT**  
 THE FLOOD INSURANCE RATE MAP SHOWS THE SPECIAL FLOOD HAZARD ZONE IN AN AREA HAVING THE FOLLOWING IDENTIFICATION:  
 13015 C 0287 C, DATED SEPTEMBER 24, 2007.  
 DATE OF REVISION: MARCH 31, 2014  
 REV: J08 N014035

**G SOUTHLAND ENGINEERING**  
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
 1100 W. MAIN STREET, SUITE 100  
 CANTERSVILLE, GEORGIA 30130

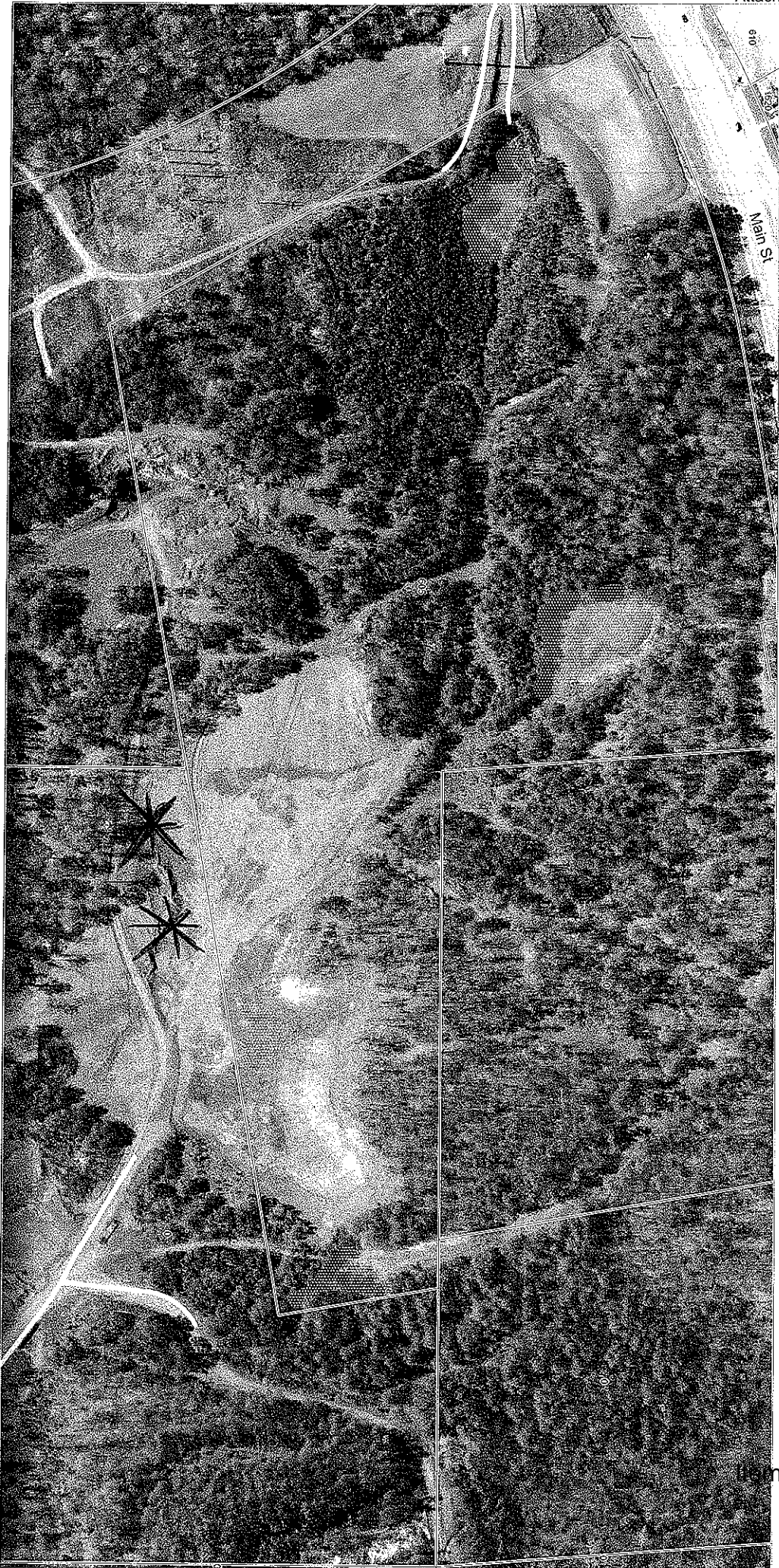
**CURVE TABLE**

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	45.89	1834.21	N59°59'12"E	83.22

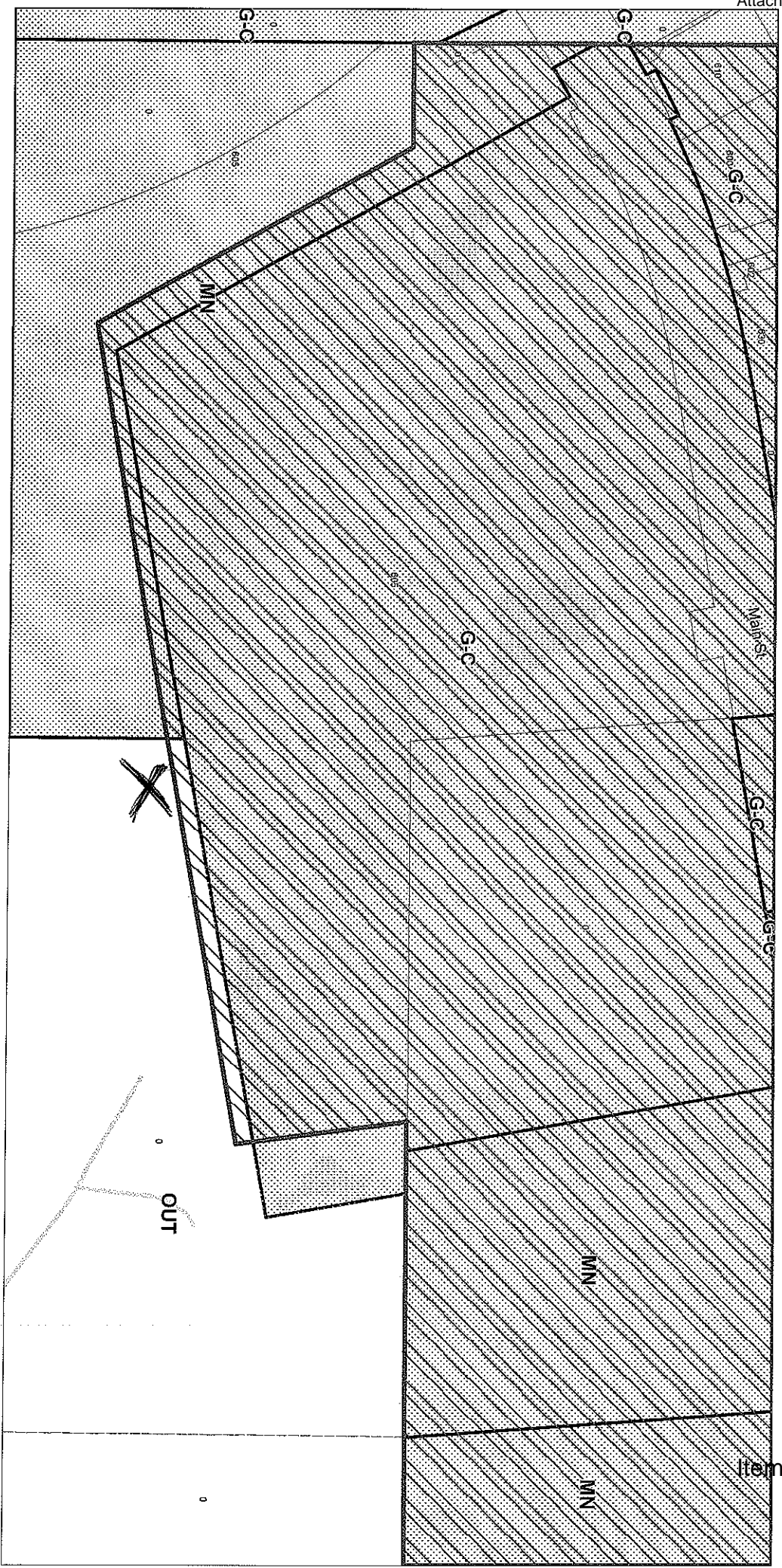
**LINE TABLE**

LINE	BEARING	LENGTH
L1	N28°33'27"E	23.00
L2	N02°39'32"E	94.75
L3	N25°39'24"W	23.00
L4	S09°53'28"E	33.00
L5	N89°04'27"E	100.00
L6	N07°55'28"W	33.00
L7	S09°53'28"E	10.00
L8	N80°04'28"E	15.42
L9	N80°04'28"E	14.89
L10	N07°55'28"W	10.00
L11	N80°04'28"E	128.49

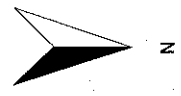
# E. Main St (south side) - annexation AZ14-03

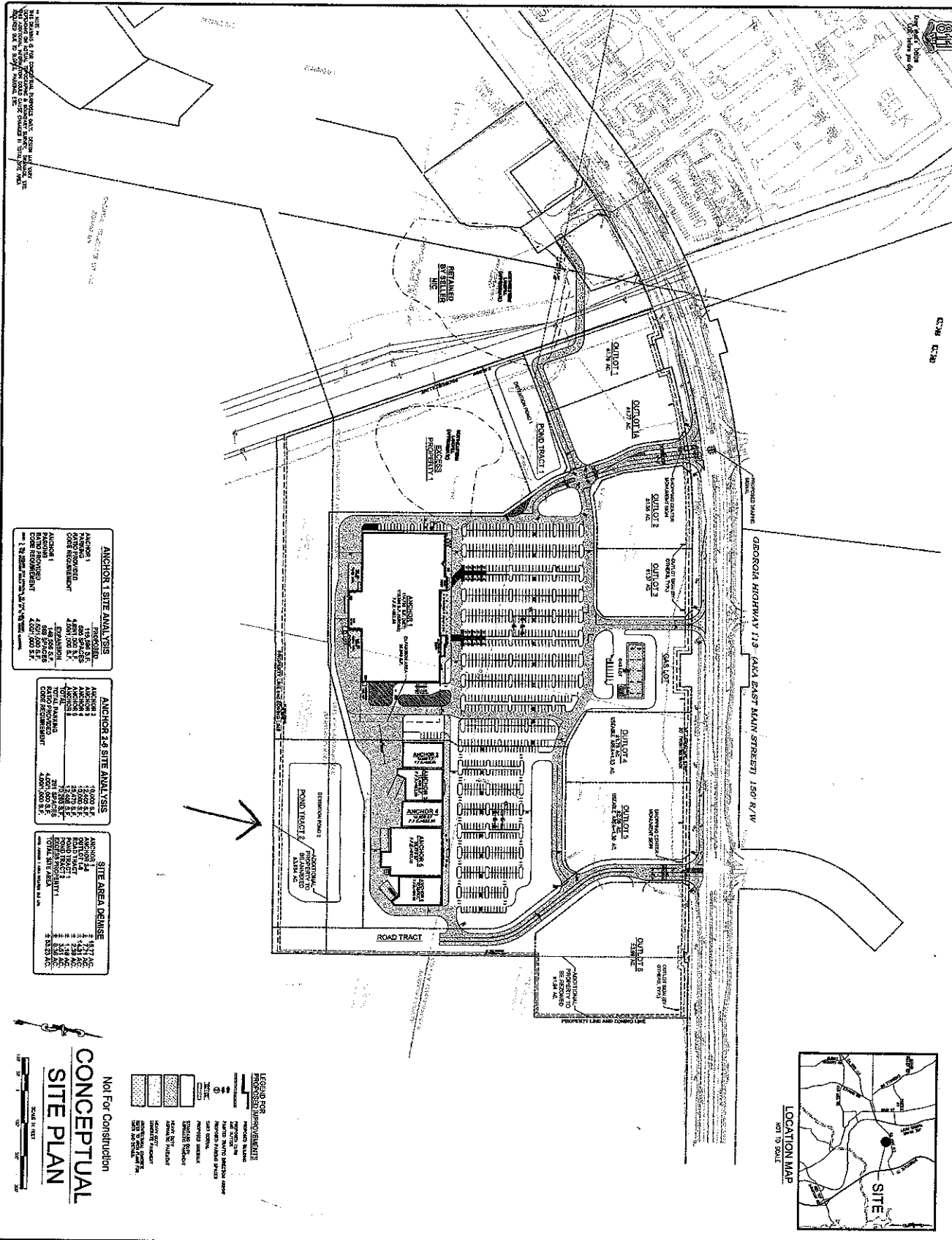


# E. Main St (south side) - annexation AZ14-03



Item # 5





**ANCHOR 1 SITE ANALYSIS**

PROPOSED	133,000 S.F.
ANCHOR 1	133,000 S.F.
ANCHOR 2	133,000 S.F.
ANCHOR 3	133,000 S.F.
ANCHOR 4	133,000 S.F.
ANCHOR 5	133,000 S.F.
EXPANSION	133,000 S.F.
TOTAL PROPOSED	665,000 S.F.
EXISTING	4,500 S.F.
TOTAL SITE AREA	669,500 S.F.

**ANCHOR 2,3 SITE ANALYSIS**

PROPOSED	110,000 S.F.
ANCHOR 2	110,000 S.F.
ANCHOR 3	110,000 S.F.
ANCHOR 4	110,000 S.F.
ANCHOR 5	110,000 S.F.
EXPANSION	110,000 S.F.
TOTAL PROPOSED	550,000 S.F.
EXISTING	4,500 S.F.
TOTAL SITE AREA	554,500 S.F.

**SITE AREA DEFINISE**

ANCHOR 1	133,000 S.F.
ANCHOR 2	110,000 S.F.
ANCHOR 3	110,000 S.F.
ANCHOR 4	110,000 S.F.
ANCHOR 5	110,000 S.F.
EXPANSION	110,000 S.F.
TOTAL PROPOSED	550,000 S.F.
EXISTING	4,500 S.F.
TOTAL SITE AREA	554,500 S.F.

Not For Construction  
**CONCEPTUAL SITE PLAN**  
 SCALE: 1/8" = 1'-0"

- LEGEND**
- PROPOSED IMPROVEMENTS
  - PROPOSED DRIVE
  - PROPOSED SIDEWALK
  - PROPOSED BIKEWAY
  - PROPOSED LANDSCAPE
  - PROPOSED PAVED DRIVE
  - PROPOSED PAVED SIDEWALK
  - PROPOSED PAVED BIKEWAY
  - PROPOSED PAVED LANDSCAPE
  - PROPOSED PAVED DRIVE
  - PROPOSED PAVED SIDEWALK
  - PROPOSED PAVED BIKEWAY
  - PROPOSED PAVED LANDSCAPE

<p><b>P-13</b></p>	<p>PROPOSED COMMERCIAL DEVELOPMENT                  CARTERSVILLE, BARTOW COUNTY, GEORGIA</p>	<p>DATE: _____</p> <p>SCALE: _____</p>	<p><b>DDG</b> DULANTHE DESIGN GROUP, INC. LLC                  Civil Engineers                  1000 Peachtree Street, N.E., Suite 1000                  Atlanta, Georgia 30309                  WWW.DDGPC.COM Phone: 404.525.8500</p>	<p>REVISION BY</p>
	<p>FOR LEDBETTER PROPERTIES, LLC.                  ROME, GEORGIA</p>	<p>Item # 5</p>	<p>REVISION BY</p>	





# BARTOW COUNTY

Steve Taylor, Sole Commissioner

**CERTIFIED MAIL # 7006 3450 0001 5974 6519**

June 17, 2014

Mr. Richard Osborne  
 Planning Department  
 City of Cartersville  
 P.O. Box 1390  
 Cartersville, GA 30120

RE: AZ14-03  
 Request by Ledbetter Properties LLC  
 to annex approximately 3.68 acres  
 south of E. Main Street

Dear Richard:

This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned M-1 (Mining) and is identified on the County's Future Land Use Map as Mining.

Please be advised that, pursuant to O.C.G.A. §36-36-7, there may exist county water and/or sewer lines within the area proposed to be annexed.

Also, be advised that the City will be responsible for maintenance of that portion of the roadway, where as a result of this annexation, property on both sides of the road is now within the city limits.

Sincerely,

**STEVE TAYLOR**  
 Commissioner  
 Bartow County

CB/kg

- c. Zoning Department  
 Bartow County Road Department  
 Voter Registration  
 Tax Assessor  
 GIS Department

Item # 5



# City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120  
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **AZ14-03**

## **DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL**

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

Ledbetter Properties LLC (David Buckel, rep.) has made an annexation and zoning request on the following property: Approximately 3.68 acres located on the south side of E. Main Street in Land Lot 405, 4<sup>th</sup> District, 3<sup>rd</sup> Section, to annex and zone property from Bartow County M-1 (Mining) to City MN (Mining).

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

1. A Property interest in any real property affected by a rezoning request.  
Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is Yes, please disclose the nature and extent of such interest.
  
2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If the answer is Yes, please disclose the nature and extent of such interest.
  
3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.  
Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM

**File Z14-03: Rezoning application by Ledbetter Properties LLC (David Burkel, rep.) for property on the south side of E. Main St (approximately 1.94 acres) from MN and Main Street Overlay District to G-C and Main Street Overlay District zoning.**

<b>SubCategory:</b>	Public Hearing - 2nd Reading of Zoning/Annexation Requests
<b>Department Name:</b>	
<b>Department Summary Recommendation:</b>	The subject tract is located on the south side of E. Main Street across from the Avonlea apartments. It is the proposed easternmost outparcel of the new regional commercial development that would include a new Kroger Marketplace. To be similar to all other proposed outparcels for this development, this tract is proposed to be rezoned from MN (Mining) to G-C (General Commercial), and would remain in the Main Street Overlay District. City department representatives reviewed the application and had no objections. Planning Commission recommended approval.
<b>City Manager's Remarks:</b>	Your approval of the rezoning listed above is recommended by the Planning Commission.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

## **ZONING SYNOPSIS**

Petition Number(s): **Z14-03**

### **APPLICANT INFORMATION AND PROPERTY DESCRIPTION**

Applicant: **Ledbetter Properties LLC**

Representative: **David Buckel**

Property Owner: **New Riverside Ochre Co.**

Property Location: **E. Main St (south side – across from Avonlea apartments)**

Access to the Property: **E. Main St**

#### **Site Characteristics:**

Tract Size: Acres: **1.94 acres** District: **4<sup>th</sup>** Section: **3<sup>rd</sup>** LL(S): **388**

Ward: **1** Council Member: **Kari Hodge**

### **LAND USE INFORMATION**

Current Zoning: **MN (Mining) and Main Street Overlay District**

Proposed Zoning: **G-C (General Commercial) and Main Street Overlay District**

Proposed Use: **Rezone as part of the larger adjacent regional commercial devt.**

Current Zoning of Adjacent Property:

North: **MF-14 (Multi-family Residential)**

South: **MN and Main Street Overlay District**

East: **MN and Main Street Overlay District**

West: **G-C and Main Street Overlay District**

The Future Development Plan designates the subject property as:  
**Main Street Overlay District with recommended zoning districts G-C, O-C, P-D, RA-12**

## **ZONING ANALYSIS**

### **City Departments Reviews**

#### **Water and Sewer:**

No objections.

#### **Public Works:**

No objections.

#### **Gas:**

No objections.

#### **Electric:**

No objections.

#### **Fire:**

No objections.

#### **Police:**

No comments.

*The subject tract is located on the south side of E. Main Street across from the Avonlea apartments. It is the proposed easternmost outparcel of the new regional commercial development that would include a new Kroger Marketplace. To be similar to all other proposed outparcels for this development, this tract is proposed to be rezoned from MN (Mining) to G-C (General Commercial), and would remain in the Main Street Overlay District. City department representatives reviewed the application and had no objections. Planning Commission recommended approval.*

**STANDARDS FOR EXERCISE OF ZONING POWERS.**

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*  
**The G-C proposal may permit uses that may be suitable in view of existing commercial use and development of nearby properties, and well of the proposed new adjacent commercial developments.**
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*  
**The proposal may not create an isolated district since adjacent and nearby properties are also zoned G-C.**
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*  
**The proposal may not adversely affect the existing use of adjacent properties.**
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*  
**As currently zoned for MN (Mining) with road frontage on the heavily traveled E. Main Street corridor, the property may not have a reasonable economic use.**
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*  
**The proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development/redevelopment based on possible use on roads, utilities, and other factors.**
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*  
**The G-C zoning proposal is in conformity with the Future Development Map of the adopted Comprehensive Plan.**

- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.  
**The proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development/redevelopment.**
- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.  
**The proposed regional commercial development, which would include a Kroger Marketplace, will spur continued commercial growth along the E. Main Street corridor. Rezoning this property from mining to commercial may be reasonable.**

**STAFF RECOMMENDATION:** Staff has no objections.

**PLANNING COMMISSION RECOMMENDATION:** APPROVAL

# Application for ~~Annexation~~ <sup>Re-</sup> Zoning

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

Application Number 214-03  
7-8 @ 5:30  
7-17 @ 7:00  
Hearing Dates 8-7 @ 7:00

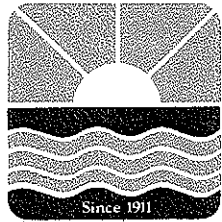
Applicant LEO BETTER PROPERTIES, LLC Business/Cell Phone 706 270-1358  
 (applicant's printed name)  
 Address 106 EAST 8<sup>th</sup> AVE Home Phone \_\_\_\_\_  
 City ROME State GA Zip 30161 Email LEOBETTER@LEOBETTERPROPERTIES.COM  
 Representative's printed name (if other than applicant) DAVID BECKER Phone 404-562-5701 Fax # 404-567-5763  
 Representative's signature \_\_\_\_\_ Applicant's signature \_\_\_\_\_  
 Signed, sealed and delivered in presence of: \_\_\_\_\_  
Jammy K. Hawkins My commission expires: 6-9-2017  
 Notary Public GEORGIA 06-09-2017

Titleholder NEW RIVERSIDE OAKRIDGE CO. Business (770) 386-6741 Home \_\_\_\_\_  
 (titleholder's printed name)  
 \*attach additional notarized signatures as needed on separate application page Address P.O. Box 460  
 Signature SEE ATTACHED CARTERSVILLE, GA 30120  
 Signed, sealed, delivered in presence of: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_  
 Notary Public

Requested City Zoning GC General Commercial District (FROM MN)  
 Acreage 1.943 Land Lot(s) 388 District(s) 4<sup>th</sup> Section(s) 3<sup>rd</sup>  
 Location of Property SITE IS APPROXIMATELY 1/2 MILE EAST OF INTERSECTION OF LIBERTY DRIVE AND EAST MAIN STREET ACROSS THE HWY FROM AVONLEA APARTMENTS  
 (street address, nearest intersections, etc)  
 Reason for requested Annexation / Zoning: REQUEST TO REZONE 1.94 AC OF IRA TRACT FROM MN TO GC AS THIS WILL ALLOW FOR THE PROPOSED STRUCTURE ON THIS CORNER TO BE USEABLE BECAUSE OF TOPOGRAPHIC ISSUES AND EXISTING 36" WATER MAIN.  
 (attach additional statement as necessary)

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





# New Riverside Ochre

June 4, 2014

To Whom It May Concern:

New Riverside Ochre Company, Inc., as title holder of said property, authorizes Ledbetter Properties, LLC, the applicant, to submit for the rezoning of a portion of the subject property.

Signature

Kena R. King

Kena R. King, Secretary

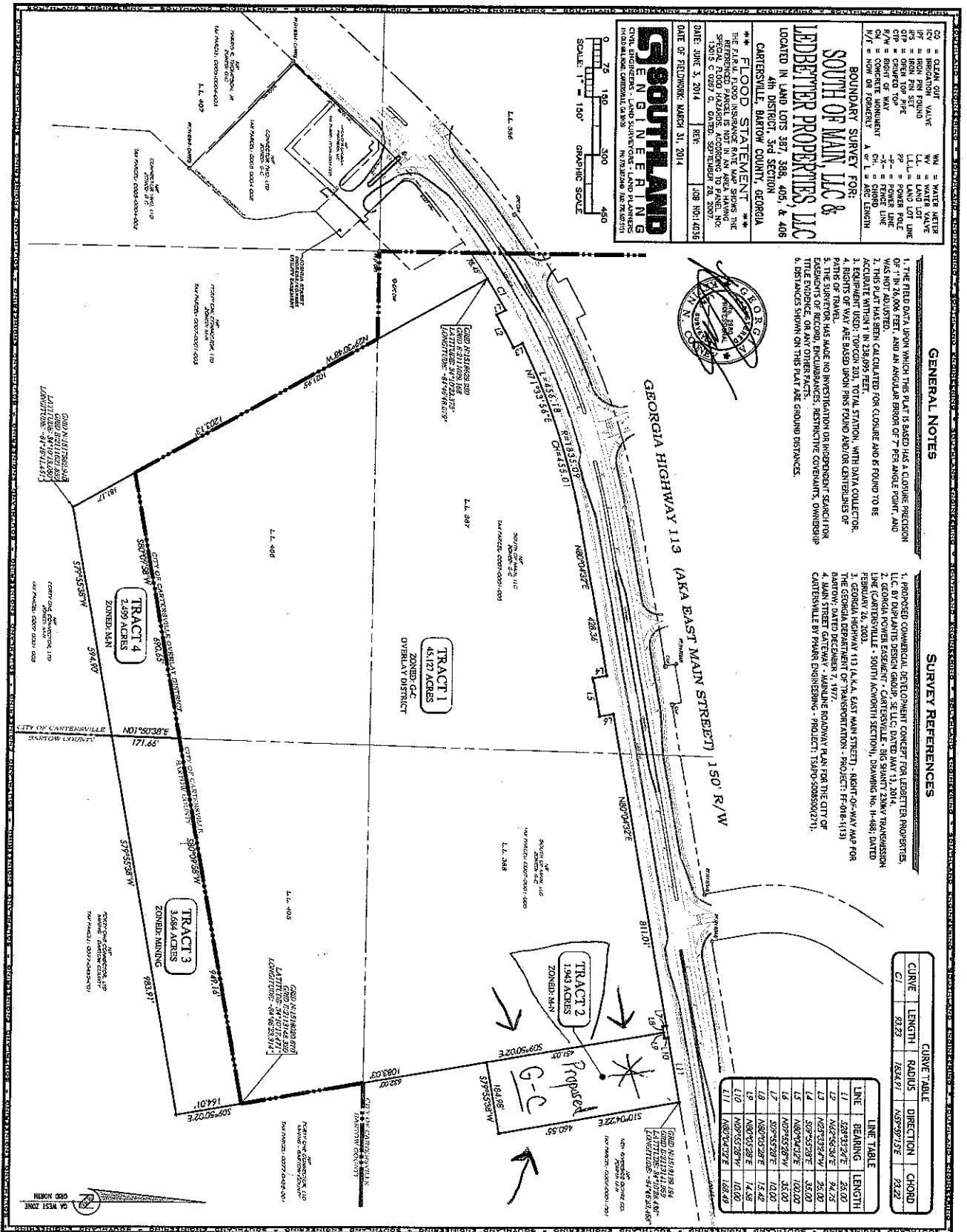
Signed, sealed, and delivered in presence of:

Mary E. Keith  
Notary Public

My commission expires: April 27, 2017



Item # 6



**CSOUTHLAND ENGINEERING**  
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
 1505 S. C. 9287 D. DUBLIN, GEORGIA 31009  
 DATE: JUNE 3, 2014 REF: JOB NO. 14016

**BOUNDARY SURVEY FOR:  
 SOUTH OF MAIN LLC &  
 LEDBETTER PROPERTIES, LLC**  
 LOCATED IN LAND LOTS 357, 358, 405, & 406  
 4th DISTRICT, 3rd SECTION  
 CARTERSVILLE, BARLOW COUNTY, GEORGIA

**FLOOD STATEMENT**  
 THE FLOOD FLOOD INSURANCE RATE MAP SHOWS THE  
 SEVERED FLOOD HAZEL IS NOT IN AN AREA HAVING  
 SPECIAL FLOOD HAZEL ZONING DESIGNATION  
 13015 C 0287 D. DUBLIN, SEPTEMBER 28, 2007

**LEGEND**  
 CO = CLEAN CUT VALVE  
 HI = HIGH POINT  
 IR = IRON PIPE SET  
 CRP = CORN TOP PIPE  
 R/W = RIGHT OF WAY  
 CM = CONCRETE MONUMENT  
 W/T = WOOD OR FORMERY  
 WM = WATER METER  
 WV = WATER VALVE  
 L.L. = LAND LOT LINE  
 PP = POWER POLE  
 PL = POWER LINE  
 CH = CHORD LINE  
 A = ARC LENGTH



**GENERAL NOTES**

1. THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PERCENTAGE OF 1 IN 24,000 FEET, AND AN ANGLEULAR ERROR OF 7.7 SECONDS POINT, AND WAS NOT ADJUSTED.
2. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 IN 23,095 FEET.
3. EQUIPMENT USED: TOPCON 201 TOTAL STATION, WITH DATA COLLECTOR.
4. POINTS OF MAIN ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PARALLELS.
5. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EVIDENCES OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS.
6. DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES.

**SURVEY REFERENCES**

1. PROPOSED COMMERCIAL DEVELOPMENT CONCEPT FOR LEDBETTER PROPERTIES, 150 R/W EAST MAIN STREET, DATED MAY 11, 2014.
2. GEORGIA POWER ESSENTIAL PLAN, 150 R/W TRANSMISSION LINE, CARTERSVILLE - SOUTH ACWORTH SECTION, DRAWING NO. H-488, DATED FEBRUARY 26, 2003.
3. GEORGIA DEPARTMENT OF TRANSPORTATION - PROJECT: H-208-1(13) - GEORGIA HIGHWAY 113 (A.K.A. EAST MAIN STREET) - NIGHT-OF-WAY MAP FOR FEBRUARY 26, 2003.
4. MAIN STREET CENTERLINE, 150 R/W ROADWAY PLAN FOR THE CITY OF CARTERSVILLE BY PHARR ENGINEERING - PROJECT: 15490-008500271.

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	82.23	1634.67	N65°59'15"E	82.22

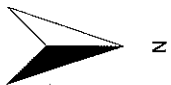
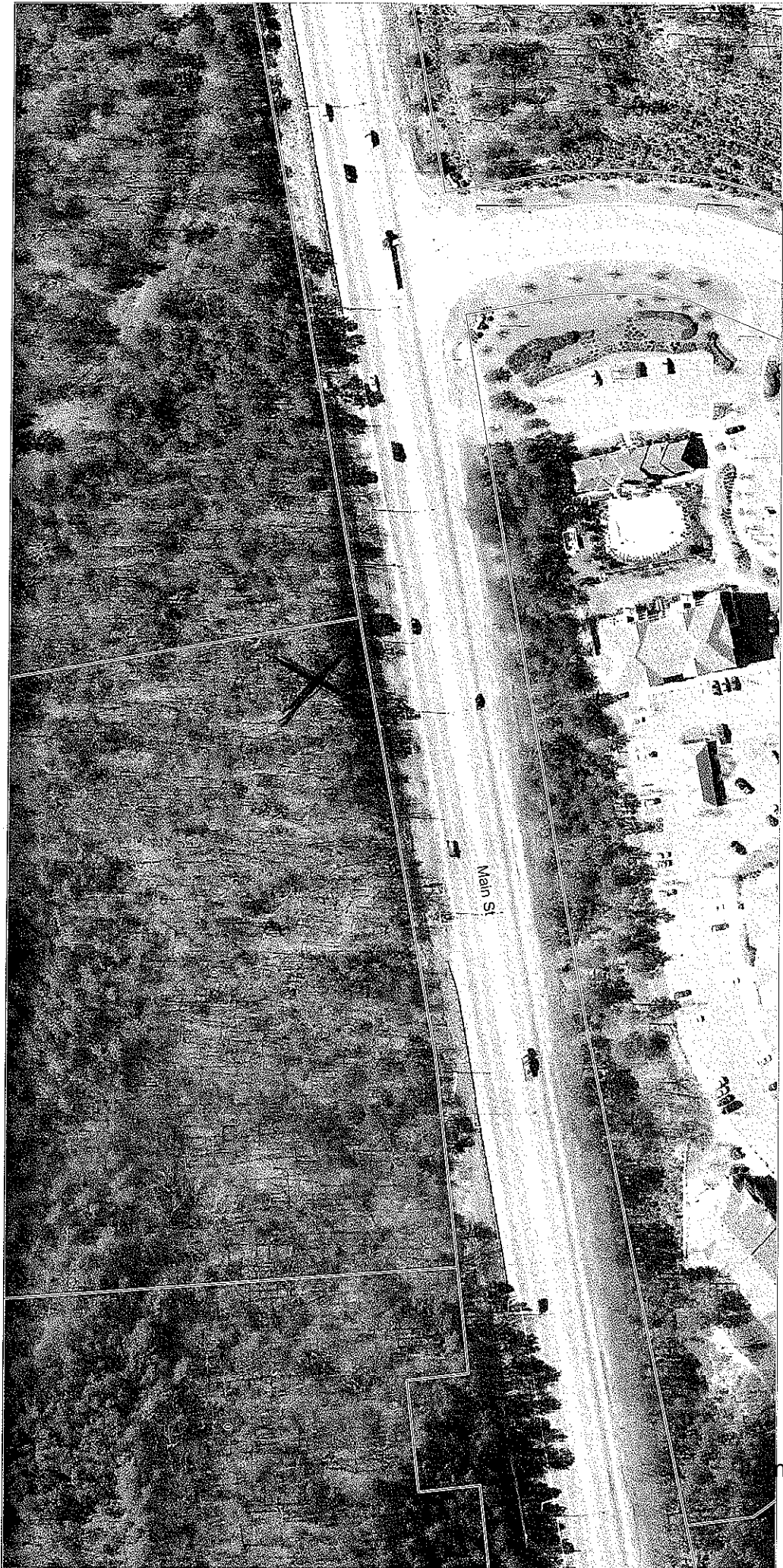
  

**LINE TABLE**

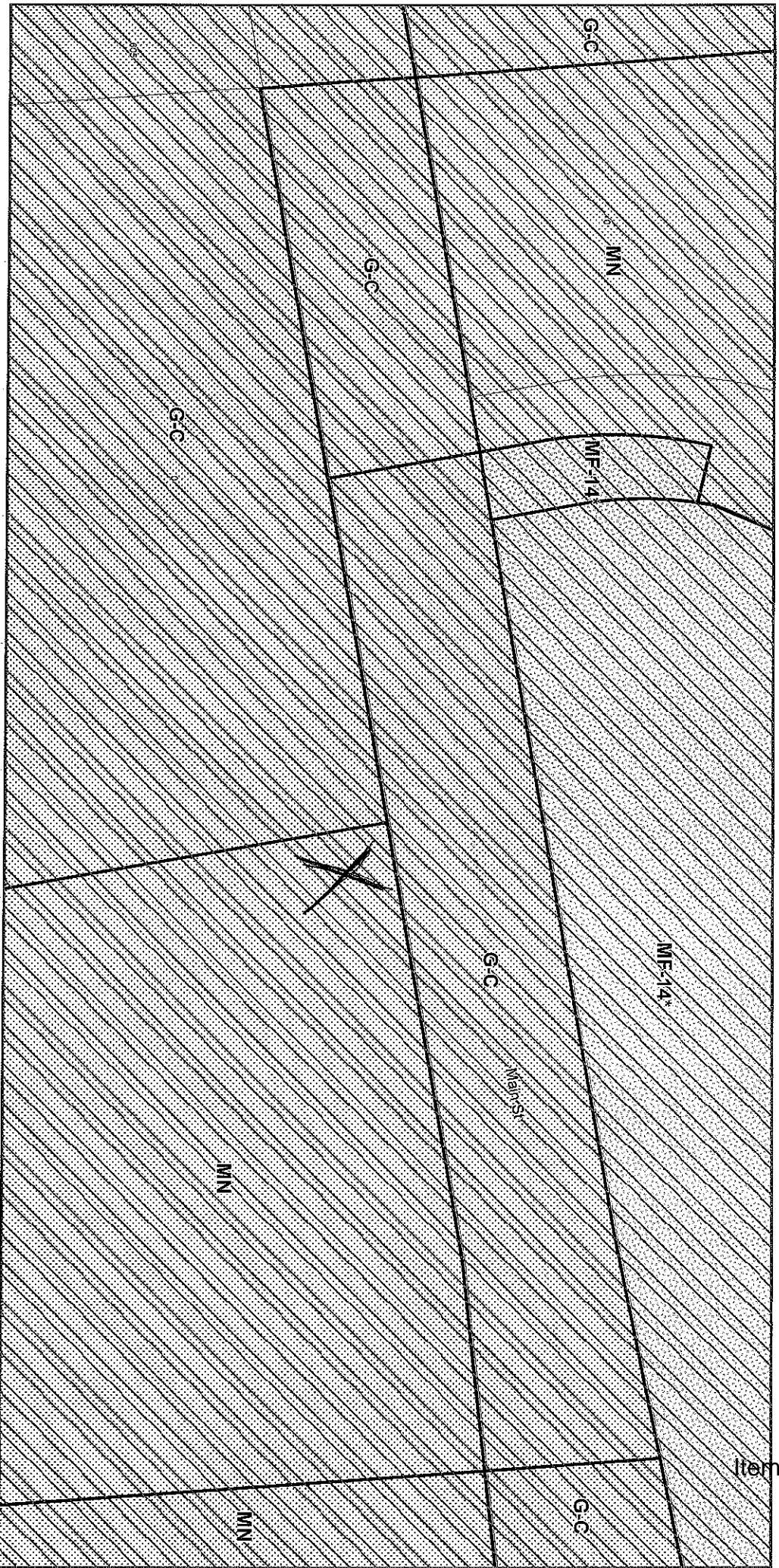
LINE	BEARING	LENGTH
L1	S89°33'27"E	25.00
L2	N62°58'36"E	24.75
L3	N62°53'27"E	25.00
L4	S07°55'37"E	35.00
L5	N60°04'32"E	102.00
L6	N09°55'29"W	35.00
L7	S09°55'37"E	102.00
L8	N60°05'29"E	14.42
L9	N60°05'29"W	14.42
L10	N09°55'29"W	102.00
L11	N60°04'32"E	102.79

GA WEST ZONE  
 GRID NORTH

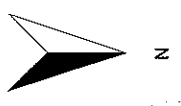
# E. Main St (south side) across from Avonlea Apts - Z14-03



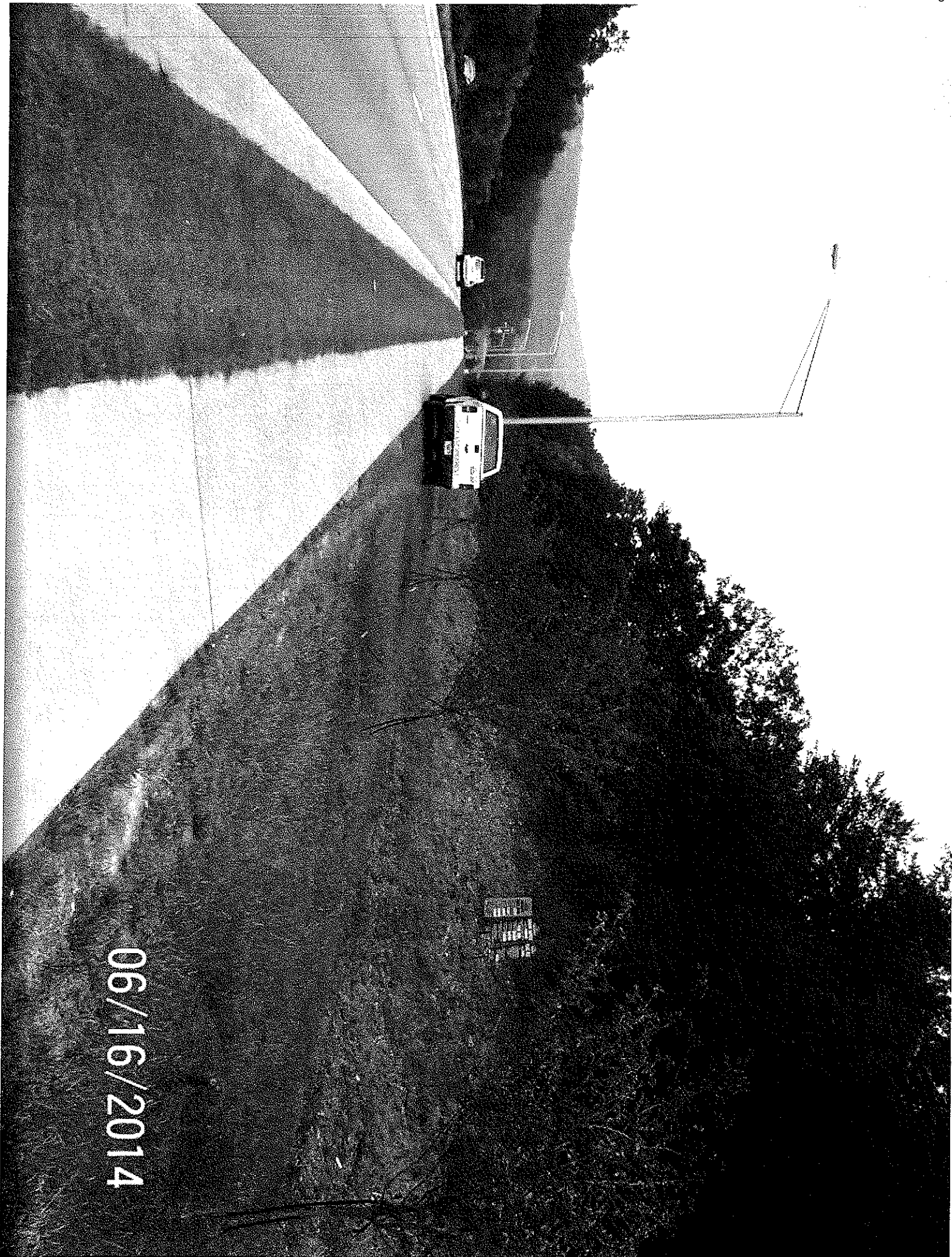
# E. Main St (south side) across from Avonlea Apts - Z14-03



Item # 6







06/16/2014



# City of Cartersville

---

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120  
 Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **Z14-03**

**DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL**  
 (To be completed by Mayor, City Council, and Planning Commission)

Ledbetter Properties LLC (David Buckel, rep.) has made a rezoning request on the following property: Approximately 1.94 acres located on the south side of E. Main St in Land Lot 388, 4<sup>th</sup> District, 3<sup>rd</sup> Section, from MN (Mining) and Main Street Overlay District to G-C (General Commercial) and Main Street Overlay District.

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

1. A Property interest in any real property affected by a rezoning request.  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is Yes, please disclose the nature and extent of such interest.
  
2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If the answer is Yes, please disclose the nature and extent of such interest.
  
3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is Yes, please disclose the nature and extent of such interest.

\_\_\_\_\_  
 TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM

File SU14-02: Special use application by Cortney Hultman for property at 221 Fite St (approximately 0.2 acre) to allow expansion of a nonconforming use (restaurant) on a R-7 zoned lot.

<b>SubCategory:</b>	Public Hearing - 2nd Reading of Zoning/Annexation Requests
<b>Department Name:</b>	
<b>Department Summary Recommendation:</b>	<p>The subject tract is located at 221 Fite St, and is located at the intersection with Walker St. The applicant, who has owned and operated Moore's Gourmet Market for over 10 years, has also owned the adjacent rental house for many years at 221 Fite St. This house was built in approximately 1997. This corner lot currently has a wide driveway in between the house and restaurant that serves as overflow parking for the restaurant. The applicant proposes to demolish the house, add a solid fence &amp; landscaping adjacent to the single-family residence on Walker St, and expand the overflow parking area on this lot. The applicant has stated that added parking will help the potentially dangerous situation in which users of both the nearby park and this restaurant park along the road, since he has stated that Fite St continues to be used as a cut-through road. If approved by Mayor &amp; City Council, the applicant understands that he will also need approval of Historic Preservation Commission before a demolition permit may be issued. All City departments have reviewed the application and there have been no objections. Planning Commission recommended approval.</p>
<b>City Manager's Remarks:</b>	Your approval of the expansion of this nonconforming use is recommended by the Planning Commission.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	



***SPECIAL USE APPLICATION SYNOPSIS***Petition Number(s): SU14-02***APPLICANT INFORMATION AND PROPERTY DESCRIPTION***Applicant: Cortney HultmanRepresentative: NoneProperty Owner: For the Love of Food LLCProperty Location: 221 Fite StreetAccess to the Property: Fite Street, Walker Street***Site Characteristics:***Tract Size: Acres: 0.2 acres District: 4<sup>th</sup> Section: 3<sup>rd</sup> LL(S): 525Ward: 5 Council Member: Dianne Tate***LAND USE INFORMATION***Current Zoning: R-7 (Single-family Residential) (also in West End Historic District)Proposed Special Use: Allow expansion of a nonconforming use (restaurant) on a R-7 zoned lot

Current Zoning of Adjacent Property:

North: R-7South: R-7East: R-7West: R-7

The Future Development Plan designates the subject property as:

**Historic Neighborhood, with recommended zoning districts R-10, R-7, and P-S.**

## **ZONING ANALYSIS**

### **City Departments Reviews**

#### **Water and Sewer:**

No objections.

#### **Public Works:**

No comments.

#### **Gas:**

No objections.

#### **Electric:**

No objections.

#### **Fire:**

No objections.

#### **Police:**

No comments.

*The subject tract is located at 221 Fite St, and is located at the intersection with Walker St. The applicant, who has owned and operated Moore's Gourmet Market for over 10 years, has also owned the adjacent rental house for many years at 221 Fite St. This house was built in approximately 1997. This corner lot currently has a wide driveway in between the house and restaurant that serves as overflow parking for the restaurant. The applicant proposes to demolish the house, add a solid fence & landscaping adjacent to the single-family residence on Walker St, and expand the overflow parking area on this lot. The applicant has stated that added parking will help the potentially dangerous situation in which users of both the nearby park and this restaurant park along the road, since he has stated that Fite St continues to be used as a cut-through road. If approved by Mayor & City Council, the applicant understands that he will also need approval of Historic Preservation Commission before a demolition permit may be issued. All City departments have reviewed the application and there have been no objections. Planning Commission recommended approval.*

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

## **ARTICLE XVI. SPECIAL USES**

### **Sec. 16.1. Scope and intent.**

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

### **Sec. 16.2. Application of regulations and approval.**

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

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

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

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

### Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:
1. The effect of the proposed activity on traffic flow along adjoining streets;
  2. The availability, number and location of off-street parking;
  3. Protective screening;
  4. Hours and manner of operation of the proposed use;
  5. Outdoor lighting;
  6. Ingress and egress to the property; and
  7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

#### -----

#### HOW GENERAL STANDARDS ARE MET

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

**How Standard #1 has / will be met:** Traffic flow should be improved with more parking off the street.

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

**How Standard #2 has / will be met:** Off-street parking will be added.

**General Standard #3:** Protective screening.

**How Standard #3 has / will be met:** A six (6) feet tall privacy fence plus landscaping will be added on the west side adjacent to the single-family house on Walker St.

**General Standard #4:** Hours and manner of operation:

**How Standard #4 has / will be met:** Sunday – Wednesday 11:00 AM to 9:00 PM; Thursday – Saturday 11:00 AM to 10:00 PM

**General Standard #5: Outdoor lighting**

**How Standard #5 has / will be met:** Existing lighting, which may be sufficient and does not negatively impact surrounding lots, will not be modified.

**General Standard #6: Ingress and egress to the property.**

**How Standard #6 has / will be met:** Fite St ingress & egress.

**General Standard #7: Compatibility with surrounding land use.**

**How Standard #7 has / will be met:** Restaurant and adjacent overflow parking area has existed well with the surrounding neighborhood for over 10 years.

**Specific Standards:**

None

**Staff Recommendation:** No objections.

**PLANNING COMMISSION RECOMMENDATION: APPROVAL**

### Application for Special Use

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

Paid \$450  
6-6-14

Application Number SW14-02  
7-8 @ 5:30  
Hearing Dates 7-17 @ 7:00  
8-7 @ 7:00

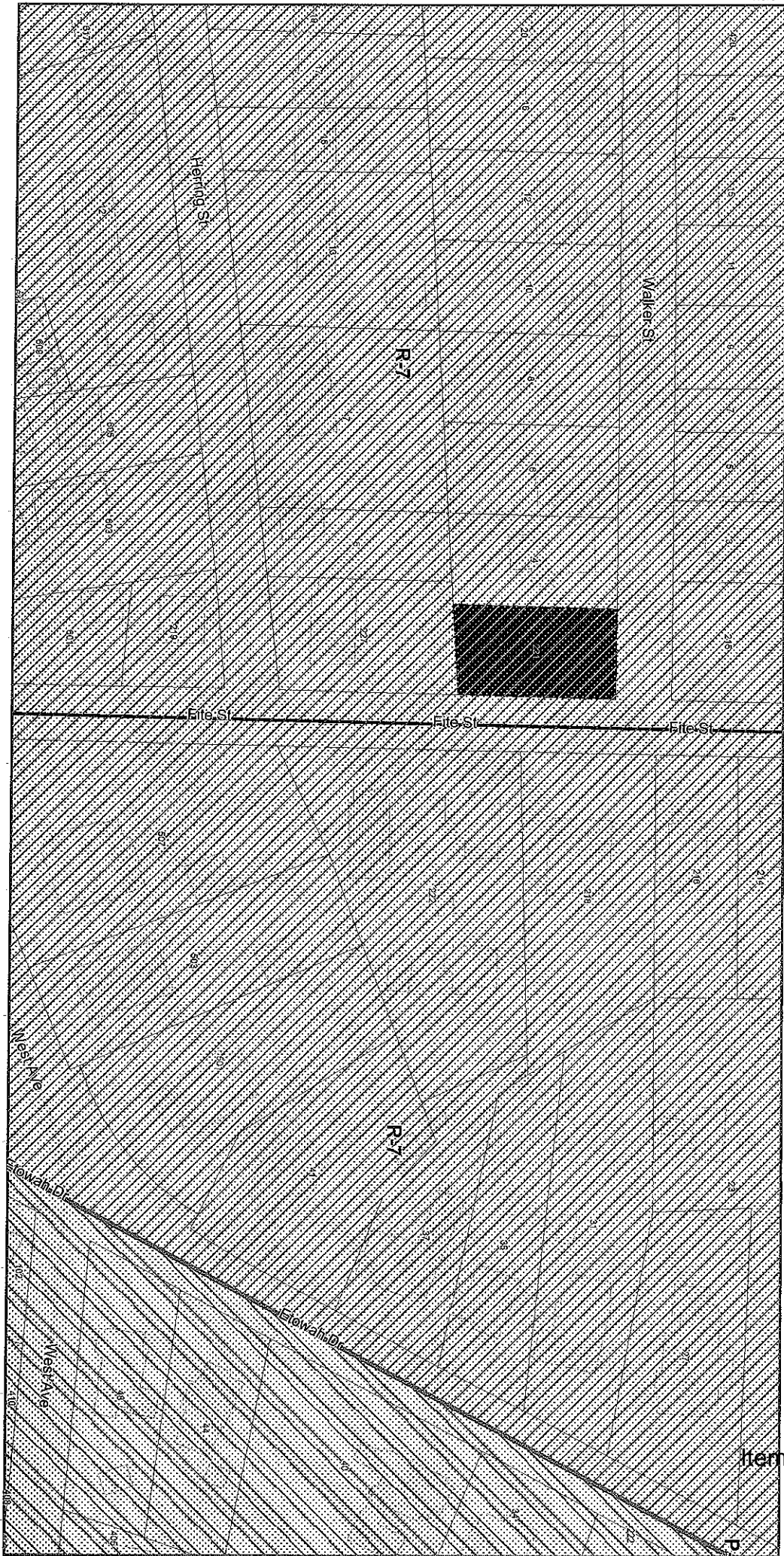
Applicant Cortney M. Hultman Business Phone 770-387-0059  
 (applicant's printed name)  
 Address 221 Fite St. Home Phone 770-387-678-8732225  
 City Cartersville State GA Zip 30120  
 Phone \_\_\_\_\_ Fax # 770-387-0071  
 (Representative's printed name (if other than applicant))  
 Representative's signature Cortney M. Hultman Applicant's signature Cortney M. Hultman  
 Signed, sealed, and delivered in presence of:  
Connie K. Keeling My commission expires: 6/21/15  
 Notary Public

Titleholder For the Love of Food LLC Business Moore's corner market Home \_\_\_\_\_  
 (titleholder's printed name)  
 \*attach additional notarized signatures as needed on separate application page  
 Address 221 Fite St.  
 Signature Cortney M. Hultman  
 Signed, sealed, and delivered in presence of:  
Connie K. Keeling My commission expires: 6/21/15  
 Notary Public

Present Zoning District(s) R-7 Requested Special Use Allow expansion of nonconforming use (restaurant)  
 Acreage 0.2 Land Lot(s) 525 District(s) 4 Section(s) 3  
 Location of Property 221 Fite St  
 (street address, nearest intersections, etc)  
 Reason for requested Special Use: Expand use of restaurant (demolish house, add parking)  
 (attach additional statement as necessary)

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

# 221 Fite St - special use case SU14-02



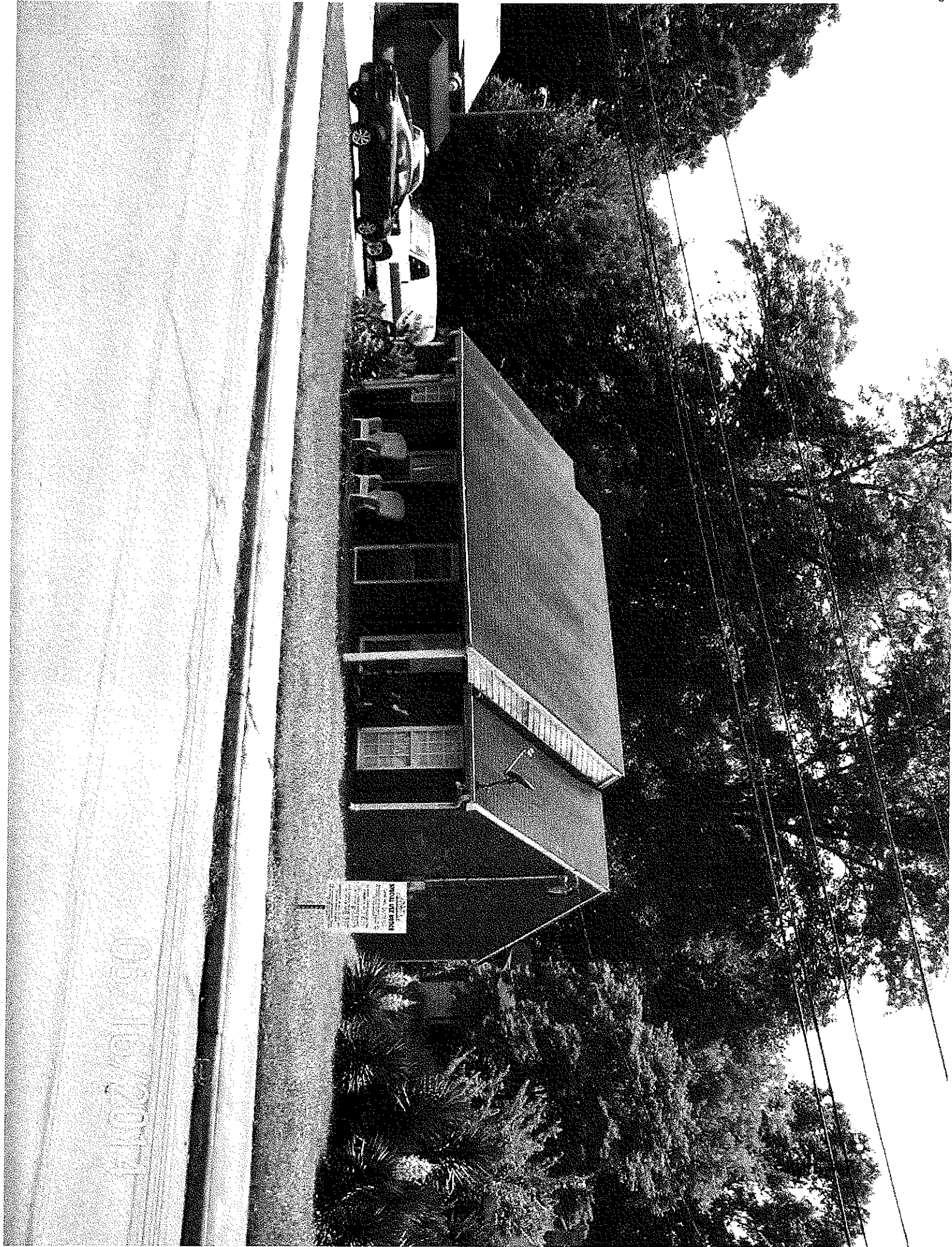
Item # 7



# 221 Fite St - special use case SU14-02





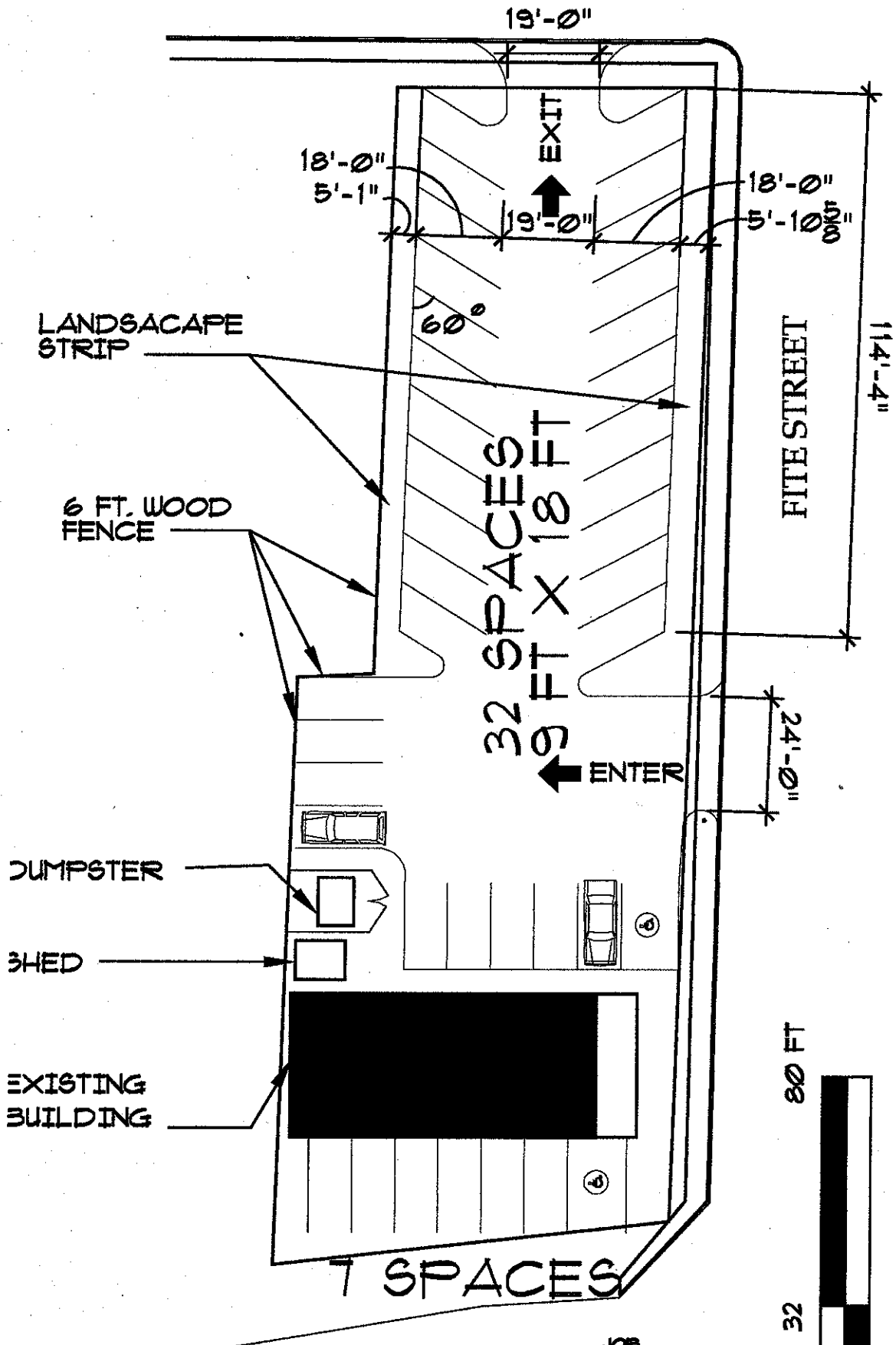


09/16/2017

FOR SALE  
Call [unreadable] at [unreadable]  
[unreadable] REALTY



WALKER STREET



# SPECIAL USE JUSTIFICATION

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

## Zoning Ordinance section 16.3.A

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

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

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

Use applied for: Expansion of nonconforming use (restaurant) in R-7

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

How Standard #1 has / will be met:

Traffic Flow should be improved with  
more parking off the street (demolish house,  
add parking)

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

How Standard #2 has / will be met:

Off-street parking will be added

Standard #3: Protective screening.

How Standard #3 has / will be met:

6 FT tall privacy fence plus landscaping  
to be added on west side adjacent to Walker St house.

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

How Standard #4 has / will be met:

7 days a week ~~Mon~~ Sun to Wed 11-9  
Thurs to Sat 11-10

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Existing is sufficient for security and  
is not intrusive on adj. residential

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

Fite 54 ingress/egress

Standard #7: Compatibility with surrounding land use.

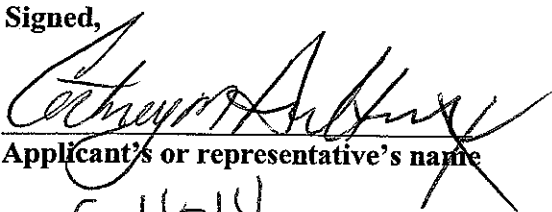
How Standard #7 has / will be met:

Restaurant and parking already exists  
on these two lots, and has since 2002 opening.

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

None

Signed,



Applicant's or representative's name

6-11-14

Date

Item # 7



# City of Cartersville

---

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120  
 Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **SU14-02**

## **DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL**

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

Cortney Hultman has made a special use request on the following property: Approximately 0.2 acres located at 221 Fite St in Land Lot 525, 4<sup>th</sup> District, 3<sup>rd</sup> Section, to allow expansion of a nonconforming use (restaurant).

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

1. A Property interest in any real property affected by a rezoning request.  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is Yes, please disclose the nature and extent of such interest.
  
2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If the answer is Yes, please disclose the nature and extent of such interest.
  
3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is Yes, please disclose the nature and extent of such interest.

\_\_\_\_\_  
 TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM

## Emergency Reading - Amendment to the Utilities Ordinance Regarding Water/Sewer Rates

<b>SubCategory:</b>	First Reading of Ordinances
<b>Department Name:</b>	Finance
<b>Department Summary Recommendation:</b>	<p>On July 1, 2014, the Council approved an emergency reading of the water and sewer rates due to some erroneous information in the ordinance. At that time, the language regarding the water tiers should have been updated and was not. It was discovered a couple of weeks ago while being reviewed again. The items needing to be updated are in Section 24-64, part (a), number (i) Residential Meters (a) currently reads "0-10 consumptions per month" and should read "0-8 consumptions per month" and (b) currently reads "11-14 consumptions per month" and should read "9-14 consumptions per month". By allowing this language to be changed, the water and sewer fund will agree with the intention set forth in the FY 2015 budget. I request your approval of the needed language changes to the Water and Sewer Rate Ordinance effective 7/1/14.</p>
<b>City Manager's Remarks:</b>	Your approval of the amendment to the Utility Rate Ordinance as outlined above is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

**Ordinance**  
**of the**  
**City of Cartersville, Georgia**

**Ordinance No.**

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 (a), (b), (c), (d), (e), and (f) Water and Sewage Rate and Section 24-147 (a.) Sewage Rates** is hereby amended by deleting said Section 24-64 (a), (b), (c), (d), (e), and (f), and Section 24-147 (a) in their entirety and replacing them with the following:

Attachment number 1 \nPage 1

**Sec. 24-64. Water & Sewage Utility Rates.**

<b>(a.) Water Monthly Billing</b>	<b>City</b>	<b>Outside City</b>
<b>Minimum bill according to meter size:</b>		
5/8" or 3/4"	\$ 7.25	\$ 13.28
3/4" full flow	\$ 10.87	\$ 19.32
1"	\$ 16.91	\$ 31.40
1 ¼" or 1 ½"	\$ 33.81	\$ 57.96
2"	\$ 65.21	\$119.54
4"	\$120.75	\$233.65
6"	\$188.37	\$338.10
8"	\$241.50	\$467.30
<b>Plus consumption as follows:</b>		
<b>(i) Residential Meters</b>		
(a) 0 – 8 consumptions per month	\$1.49/100 cu. ft.	\$2.99/100 cu. ft.
(b) 9 – 14 consumptions per month	\$2.57/100 cu. ft.	\$3.24/100 cu. ft.
(c) 15 – 19 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(d) 20 + consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
<b>(ii) Apartments, Multiples &amp; Commercial Meters</b>		
	\$2.47/100 cu. ft.	\$3.64/100 cu. ft.
<b>(iii) Irrigation System Meters</b>		
	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
<b>(iv) Industrial and All Other Meters</b>		
	\$1.49/100 cu. ft.	\$2.99/100 cu. ft.

<b>(b.) Sewage Monthly Billing</b>	<b>City</b>	<b>Outside City</b>
<b>Minimum bill according to meter size:</b>		
5/8" or 3/4"	\$ 7.25	\$ 7.25
3/4" full flow	\$ 10.87	\$ 10.87
1"	\$ 16.91	\$ 16.91
1 ¼" or 1 ½"	\$ 33.81	\$ 33.81
2"	\$ 65.21	\$ 65.21
4"	\$120.75	\$120.75
6"	\$188.37	\$188.37
8"	\$241.50	\$241.50
<b>Plus consumption</b>	\$1.64/100 cu. ft.	\$3.30/100 cu. ft.

<b>(c) Tap Fees—Prior to the issuance of a tap, the following fees are required:</b>				
<b>(in inches)</b>	<b>Water Tap Inside City</b>	<b>Water Tap Outside</b>	<b>Sewer Tap Inside City</b>	<b>Sewer Tap Outside City</b>



			City		
	$\frac{3}{4}$	\$1,100.00	\$1,200.00	\$950.00	\$1,200.00
	1	1,200.00	1,400.00	1,000.00	1,300.00
	1½	2,200.00	2,400.00	1,150.00	1,600.00
	2	2,500.00	2,700.00	1,200.00	1,900.00
	4	3,000.00	3,200.00	1,775.00	3,050.00
	6	3,500.00	3,700.00	2,150.00	3,800.00
	8	4,000.00	4,200.00	2,620.00	4,740.00
	Multi-unit, per unit	1,100.00	1,200.00	950.00	1,200.00

Attachment number 1 \nPage 2

**Other provisions:**

For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.

If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d)	Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.		
	<i>Water Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>
	$\frac{3}{4}$	\$1,020.00	\$930.00
	1	\$1,700.00	\$1,540.00
	1½	\$3,500.00	\$3,090.00
	2	\$5,590.00	\$4,940.00
	3	N/A	\$7,410.00
	4	\$10,100.00	\$9,030.00
	6	\$15,600.00	\$14,450.00
	8	\$20,280.00	\$18,780.00
	multi-unit/per unit	\$1,020.00	\$930.00
	<i>Sewer Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>
	$\frac{3}{4}$	\$1,300.00	\$1,260.00
	1	\$2,160.00	\$2,520.00
	1½	\$4,320.00	\$4,030.00
	2	\$6,910.00	\$8,050.00
	3	N/A	\$10,040.00
	4	\$13,470.00	\$13,050.00
	6	\$20,200.00	\$19,580.00
	8	\$26,260.00	\$25,454.00
	multi-unit/per unit	\$1,300.00	\$1,260.00

**Other provisions:**

**Apartments and hotels per unit calculations.**

All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit (3/4" water meter equivalent) for capacity fees.

All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit (3/4" water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees.

The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (3/4" water meter equivalent):

Attachment number 1 \nPage 3

- (a) Restaurant;
- (b) Lounge;
- (c) Car wash;
- (d) Lobby;
- (e) Full kitchen (not part of restaurant).

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
<b>In Inches:</b>		
2	\$ 15.00	\$ 30.00
4	\$ 22.50	\$ 45.00
6	\$ 30.00	\$ 60.00
8	\$ 60.00	\$120.00
10	\$150.00	\$300.00
12	\$225.00	\$450.00

(f)	Fire hydrant flow test.	City	Outside City
		\$250.00	\$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

**Sec. 24-147. Sewage rates.**

(a.) Sewage Monthly Billing	City	Outside City
<b>Minimum bill according to meter size:</b>		
5/8" or 3/4"	\$ 7.25	\$ 7.25
3/4" full flow	\$ 10.87	\$ 10.87
1"	\$ 16.91	\$ 16.91
1 1/4" or 1 1/2"	\$ 33.81	\$ 33.81
2"	\$ 65.21	\$ 65.21
4"	\$120.75	\$120.75
6"	\$188.37	\$188.37
8"	\$241.50	\$241.50
Plus consumption	\$1.64/100 cu. ft.	\$3.30/100 cu. ft.

This Ordinance shall become effective on July 1, 2014.

**BE IT AND IT IS HEREBY ORDAINED.**

**ADOPTED this the 7<sup>th</sup> day August of 2014. Emergency Reading.**

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

**ATTEST:**

Attachment number 1 \nPage 4

/s/ \_\_\_\_\_  
**Connie K. Keeling**  
**City Clerk**



# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM  
Cartersville Building Authority

<b>SubCategory:</b>	Appointments
<b>Department Name:</b>	
<b>Department Summary Recommendation:</b>	The Cartersville Building Authority wishes to appoint Ralph "Sonny" Miller to fill the unexpired term vacated by Tom Quist. This term will expire May 15, 2016.
<b>City Manager's Remarks:</b>	Your approval of Sonny's appointment to this Authority is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	



# City of Cartersville

**City Council Meeting**  
**8/7/2014 7:00:00 PM**  
**Downtown Festival Zone Proposal**

<b>SubCategory:</b>	Proposals
<b>Department Name:</b>	DDA
<b>Department Summary Recommendation:</b>	Due to inclement weather on Friday, August 1, the plans for the First Friday event were postponed until Friday, August 15. DDA would like to request that the Festival Zone presented at the July 17 meeting, be re-approved for the new date of Friday, August 15. The Festival Zone would include all of Friendship Plaza and Public Square between Main Street and Cherokee Avenue. An updated resolution is enclosed, and your approval is recommended.
<b>City Manager's Remarks:</b>	Your approval of the request outlined above, moving the event to August 15th is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

## **Festival Zone Proposal:**

**When:** Friday, August 15, 5-9 PM (part of downtown Cartersville's First Friday Event)

**What:** "Summer of Love" First Friday – to include kids' activities, various vendors and a free concert

**Why:** To offer the community a free, family-friendly event

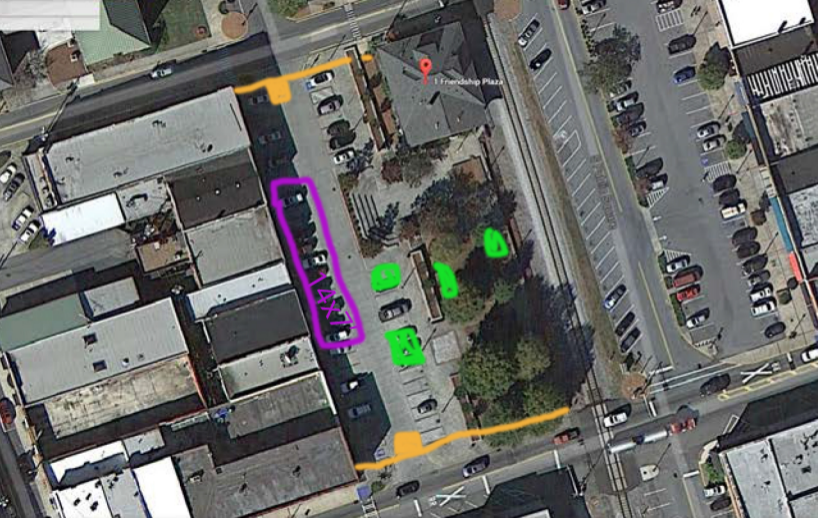
**Details:** Mellow Mushroom is sponsoring the August First Friday event (which has been postponed to Friday, August 15), Summer of Love. As standard for many First Friday events, children's activities (including a coloring contest and sidewalk chalk drawing) will be offered in Friendship Plaza beginning at 5 PM. Various downtown vendors, including though not limited to, Coconut's and Louie's Café, will also be set up in Friendship Plaza offering activities and/or items for purchase (these vendors, as well as potential other vendors, are noted in green on the attached map).

At 7 PM, Celebration, A Tribute to the Allman Brother's Band will perform on the stage in Friendship Plaza. They will provide their own sound equipment, and will play until 9 PM.

Cartersville DDA would like to propose that Friendship Plaza and Public Square be roped off to accommodate a 'Festival Zone.' This area is noted by an orange boundary on the attached document, which will be panels of white fencing that Cartersville City Recreation Department is letting us borrow. There would be two openings, on either side of Public Square, for people to enter and exit the Festival Zone.

Set up in Public Square would be an Eagle Rock Distributor beer trailer. The size of the trailer is 14x7' and it would sell up to 5 different kinds of beer. Near the beer trailer, Mellow Mushroom will set up a tent and table to sale wine. In order to purchase beer or wine, individuals of age 21 or over would have to provide proof of age at one of two ID check points, located near the entrances to the 'Festival Zone.' (Entrances are noted by a large, orange box on either side of Public Square on the attached map). Also at each entrance will be a large sign noting that 'NO DRINKS ARE ALLOWEED BEYOND THIS POINT' to keep people within the white fencing. In addition to showing proof of age, individuals will pay \$5 and receive a bright, yellow wristband and a bright, green cup. From there, individuals may approach the beer trailer or wine table and be sold a beverage. Important to note, beer and wine vendors will be instructed NOT to serve any individual without a wristband or without an event cup. Additionally, vendors will be responsible for checking IDs before serving. Alcoholic drinks will be available for purchase from 6-9 PM ONLY.

In addition to DDA board and staff, volunteers will be recruited for crowd management, and to ensure that those walking about the Festival Zone consuming alcohol have on a wristband, and are only consuming alcohol from the approved, event cup. They will also ensure that people consuming stay within the Festival Zone with their beverages. DDA Manager Tara Currier; and DDA board members Nancy Jackson, Jill Mitchell, Lara Jeanneret, Bill Chandler, and Earline Burke have all completed the Crowd Management course required by the Fire Marshal, as well as many volunteers scheduled to work.



1 Friendship Plaza

141



## City of Cartersville Special Events Permit

Page 1 of 5

<b>Applicant and Sponsoring Organization Information</b>	
NAME (of individual completing application): Tara Currier	
STREET ADDRESS: 1 Friendship Plaza	
CITY / STATE / ZIP CODE: Cartersville, GA 30120	
DAY PHONE: 770.607.3480	FAX NO.: 770.607.3690
E-MAIL ADDRESS: tcurrier@downtowncartersville.org	
SPONSORING ORGANIZATION: Cartersville DDA	<input type="checkbox"/> NON-PROFIT <input checked="" type="checkbox"/> GOVT. <input type="checkbox"/> OTHER
STREET ADDRESS: Same as above	DAY PHONE: Same as above
ORGANIZATION WEBSITE: www.downtowncartersville.org	
CONTACT PERSON "ON SITE" DAY OF EVENT: Tara Currier	CELL PHONE 678.361.7042
IS THIS A FIRST TIME EVENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO      IF YES, HOW MANY YEARS: 1 year	
IF HELD BEFORE, WHERE AND WHEN? In downtown Cartersville	

<b>Event Information</b>	
TYPE OF EVENT (CHECK ALL THAT APPLY): <input type="checkbox"/> PARADE <input type="checkbox"/> FESTIVAL <input checked="" type="checkbox"/> CONCERT/MUSIC <input type="checkbox"/> OTHER	
IF "OTHER," PLEASE SPECIFY:	
EVENT LOCATION AND TITLE: First Friday "Summer of Love" held in Friendship Plaza	
DATE: August 15, 2014	
EVENT HOURS:    START: 5 PM	END: 9 PM
SET-UP:          DATE: 8/1/14	TIME: 3 PM
BREAK DOWN:    DATE: 8/1/14	TIME: 10 PM
EXPECTED ATTENDANCE: PARTICIPANTS: 10    SPECTATORS: 390	

Item # 10





## City of Cartersville Special Events Permit

Page 2 of 5

### Event Description

BRIEFLY EXPLAIN EVENT AND ACTIVITIES; INCLUDE PURPOSE OF THE EVENT. ATTACH SITE PLAN INCLUDING LOCATION OF STAGE, PORTOLETS, VENDOR BOOTHS, ETC. As part of the monthly First Friday events, many downtown businesses will be open until 8 PM or later. Kids' activities, including sidewalk chalk, a coloring contest, and more, will be from 5-7PM. Food vendors and/or other downtown businesses wishing to set up will also be scattered throughout the Plaza and Public Square (noted in green on attachment). From 7-9 PM, The Allman Brothers Tribute Band will perform in Friendship Plaza. From 6-9 PM, a 14x7' trailer (Eagle Rock) will be set up in Public Square (noted in purple on attachment). Additionally, a table, covered by a tent, will be set up near the beer trailer with staff members of Mellow Mushroom selling wine. Fencing (noted in orange on attachment) will be put up along Cherokee Avenue, from Perotta, Cahn & Prieto to depot, and also along Main Street from Cartersville School of Ballet to railroad fence. Additional fencing will be put at train depot, near the railroad, next to Cherokee Avenue to keep people from entering there. Volunteers checking IDs will be set up near each of the entrances, located at each end of Public Square.

### Event Details

ATTACH A SCHEDULE OR BROCHURE OF ALL ACTIVITIES ASSOCIATED WITH THE EVENT:

WILL ITEMS OR SERVICES BE SOLD AT THE EVENT? X  YES  NO

PROVIDE A LIST OF ALL VENDORS: Not all known at this date. Eagle Rock Distributor is confirmed.

WILL EVENT HAVE AMPLIFIED SOUND? X  YES  NO

IF YES, PLEASE DESCRIBE: Band will play, and provide their own sound equipment.

WILL VENDORS BE COOKING OR HEATING FOOD? X  YES  NO

IS THIS EVENT FOR PROFIT \_\_\_\_ NOT FOR PROFIT \_\_\_\_ OR CHARITABLE \_\_\_\_

WILL THERE BE ANY FENCED AREAS? X  YES  NO IF YES, PLEASE DESCRIBE: See notes above re: fencing.

The City of Cartersville does not rent or provide fencing. If posts are needed that require digging, applicant is responsible for calling 811 (Call before you dig, locate services)

### Cleanup/Sanitation

What is your clean-up plan during and after the event? Volunteers will assist with cleanup during and after event.

Contact the City of Cartersville to arrange for trash and recycling collection at 770-387.5602. Pick-up and disposal fees may be applicable.

Item # 10



## City of Cartersville Special Events Permit

Page 3 of 5

### Portolets

The event must provide restroom facilities.

The city recommends one toilet and one handicap unit for every 250 attendees, or portion thereof. At least one handicap unit is required.

WILL YOU USE/RENT THE DDA RESTROOM FACILITIES: X  YES  NO

IF USING A PORTOLET COMPANY, WHICH COMPANY IS BEING USED:

### Street Closure Information

NAMES OF STREETS TO BE CLOSED:

Public Square                      BETWEEN Main Street    AND Cherokee Avenue

BETWEEN    AND

BETWEEN    AND

BETWEEN    AND

ATTACH PARADE ROUTE:

ARE YOU REQUESTING A COMPLETE OR ROLLING STREET CLOSURE? X  COMPLETE  ROLLING

WHY ARE YOU REQUESTING THIS STREET CLOSURE? For setup and safety

TIME OF STREET CLOSURE: 5 PM

ASSEMBLY AREA: \_\_\_\_\_    DISBANDING AREA: \_\_\_\_\_

**The event organizer is responsible for notifying affected businesses and residents of street closures.**

DESCRIBE YOUR NOTIFICATION PLAN AND ATTACH A COPY TO THIS APPLICATION: Personal conversations have been held with all businesses in Public Square.

### Security Needs

PLEASE DESCRIBE YOUR SECURITY NEEDS FOR THE EVENT.

Final determination on officer needs will be determined by the City of Cartersville. (Cartersville Police Security is \$30 per hour, for a 4 hour minimum).

Have contacted Cartersville PD to arrange for two police officers at the event.

X  I WILL HIRE CITY OF CARTERSVILLE OFFICERS FOR THIS EVENT.

The rate for City of Cartersville officers is \$30 per hour per officer, minimum of four hours per officer. Please call 770.382.2526 to arrange for police security.

Item # 10



## City of Cartersville Special Events Permit

Page 4 of 5

### Return of Damage/Cleanup Deposit

After event, rental area(s) will be inspected and if cleaned and deemed to be in pre-event condition, the damage/clean-up deposit fee will be returned via a mailed check. Please list who the check should be made out to, and the address it is to be mailed:

### Agreement and Signature

Your damage/cleanup deposit is required at the time the application is submitted to the City of Cartersville. (Please see the rental guidelines form for all fee and rental prices). Applications may be submitted a maximum of one year in advance and **must** be made a minimum of 30 business days in advance. Note: Subject to road closings and unexpected circumstances. Only one application will be approved per requested date.

I, THE UNDERSIGNED REPRESENTATIVE, HAVE READ THE RENTAL GUIDELINES INCLUDING ALL RULES AND REGULATIONS WITH REFERENCE TO THIS APPLICATION AND AM DULY AUTHORIZED BY THE ORGANIZATION TO SUBMIT THIS APPLICATION ON ITS BEHALF. THE INFORMATION HEREIN IS COMPLETE AND ACCURATE.

NAME (PRINTED): Tara Currier

SIGNATURE: *Tara Currier*

DATE: 8/1/14

\$50/\$100 DAMAGE/CLEANUP DEPOSIT IS ENCLOSED.

SEND YOUR COMPLETED APPLICATION TO:

City of Cartersville  
Attn: Tara Currier  
1 Friendship Plaza Cartersville, GA 30120  
770-607-3480

### Special Instructions per Fire Chief:

### Special Instructions per Police Chief:

Item # 10



## City of Cartersville Special Events Permit

Page 5 of 5

### Indemnification and Hold Harmless

Subject to the granting of all permits required by the City of Cartersville, the City of Cartersville authorizes

(Special Events Applicant)

to utilize the site(s) known as Friendship Plaza/Public Square

for the purposes of conducting the activities described in the special events permit application.

The Special Events Applicant agrees that the City of Cartersville assumes no responsibility or liability for any defects or other conditions of the site(s), whether the conditions are known or unknown to either party, and/or discoverable by either party. The Special Events Applicant agrees to assume the risk for any and all defects and/or other conditions, whether these defects or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party, and/or known or unknown to either party.

Indemnification. \_\_\_\_\_ (the "Indemnifying Party") agrees to indemnify, hold harmless and defend City of Cartersville, Georgia, and their officers, directors, agents, servants and employees ("Indemnittees") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law, ordinance or regulation of or by any of the Indemnifying Party's employees, agents, officers, invitees and/or representatives. Such indemnification by the Indemnifying Party shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of City of Cartersville.

*I, the undersigned representative, have read the Indemnification and Hold Harmless and am duly authorized to sign this clause on behalf of Special Events Applicant*

BY: Tara Currier

TITLE: DDA Manager

DATE: August 1, 2014

### **Office Use Only:**

Date Received: \_\_\_\_\_ Damage/Cleanup Deposit Amount: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Insurance Accord Form Received: \_\_\_\_\_ Police & Fire Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Damage/Cleanup Deposit Returned: \_\_\_\_\_ Yes \_\_\_\_\_ No Total Fee to be paid: \_\_\_\_\_

Item # 10

**Resolution No. -14**

of the

**City of Cartersville, Georgia**

**WHEREAS, the Cartersville City Council approved a Festival Ordinance in June 2014.**

**WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for their First Friday event, which was postponed to Friday, August 15, and sponsored by Mellow Mushroom, and featuring kids' activities, food vendors, and a concert in Friendship Plaza.**

**WHEREAS, the DDA Board recommends that Public Square and Friendship Plaza be designated a controlled Festival Zone, allowing those of 21 years and older, who show proof of identification and receive a festival cup and wristband, be allowed to consume purchased beer or wine within the Festival Zone.**

**WHEREAS, DDA board and staff have completed Crowd Management training and will, in conjunction with two law enforcement officers, ensure the safety of all guests, and keep those with alcoholic beverages within the allotted Festival Zone, which is also boarded with white fencing, and ample signage.**

**WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding alcoholic beverages would only be sold from 6-9 PM on Friday, August 15, and that all plans, drawings and safety as outlined in Exhibit "A" will be adhered.**

**NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the August 15 event, planned and implemented by the DDA, with sponsorship from Mellow Mushroom and approval by the Director of Planning and Development, be designated a Community Festival.**

**ADOPTED this the 7th day of August 2014.**

/s/ \_\_\_\_\_  
**Matt Santini**  
**Mayor**

**ATTEST:**

/s/ \_\_\_\_\_  
**Connie Keeling**  
**City Clerk**



# City of Cartersville

**City Council Meeting  
8/7/2014 7:00:00 PM  
Sponsorship Agreement for DDA First Friday Event**

<b>SubCategory:</b>	Contracts/Agreements
<b>Department Name:</b>	DDA
<b>Department Summary Recommendation:</b>	Academy Sports + Outdoors has agreed to sponsor the October First Friday event in downtown Cartersville. As part of their company protocol, a Sponsorship Summary and Rider has been drafted for approval. The City Attorney has reviewed the document and DDA board and staff does recommend your approval.
<b>City Manager's Remarks:</b>	Your approval of the sponsorship summary and rider for October's First Friday event is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	



This Sponsorship Summary ("Summary"), naming Academy Sports + Outdoors ("Academy") as a Sponsor of the October First Friday Celebration, Downtown Development Authority of Cartersville ("Recipient"), is governed by that certain Sponsorship Rider ("Rider") between Academy and Recipient executed on June 20th, 2014 ("Effective Date").

The term of this Summary is for the period of time from the Effective Date until 11/1/2014. Academy shall have the right of first refusal to extend this Agreement for optional additional one (1) year period. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient 30 days prior to the end of the term.

Academy will provide the following to Recipient:

- \$1,000 Cash

Academy will receive the following sponsorship benefits from Recipient:

- Listed as presenting sponsor of that month's First Friday in all marketing and media materials
- Company logo prominently displayed on all promotional materials
- Link on DDA website with link to company website
- In all email marketing campaigns of DDA
- Corporate banner displayed on railroad fence next to stage in Friendship Plaza day before and through duration of event
- Recognition in media promotions; including all press releases
- Logo and/or company name in any purchased advertising
- Vendor opportunity at event
- Corporate table at event
- Opportunity to welcome DJ and to speak throughout the event
- Opportunity to announce and give prizes to tournament winners

**Invoicing:**

- Recipient shall submit invoice for payment processing via email to: **[promotionsinvoices@academy.com](mailto:promotionsinvoices@academy.com)**



## SPONSORSHIP RIDER

May 2014

This **SPONSORSHIP RIDER** (“Rider”) is entered into on June 20th, 2014 (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors** (“Academy”), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and October First Friday Celebration, Downtown Development Authority of Cartersville (“Recipient”), a Organization located at One Friendship Plaza, Cartersville, GA 30120. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Rider is made part of the Sponsorship Summary (“Summary”) by and between Academy Ltd. d/b/a Academy Sports + Outdoors (“Academy”) and Recipient dated June 20th, 2014. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the sponsorship agreement (Agreement”).

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.
2. **INSURANCE.** Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker’s compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney’s fees and court costs, arising out of or related to this Rider, Statement of Work, or any event or activity sponsored or promoted by Academy under this Rider or any Summary. Any deductible applicable to the insurance shall be paid by Recipient.
3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.** Each Party warrants, represents, and guarantees to the other that:
  - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
  - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
  - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.
4. **MARKS.** Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.
5. **IMMIGRATION REFORM COMPLIANCE REQUIREMENT.** To the extent required by law, during the entire duration of this Agreement, Academy and its subcontractors shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13- 10- 91 and § 50- 36- 1, as amended.
6. **INDEMNIFICATION. EXCEPT TO THE EXTENT PROHIBITED BY LAW, RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF**



RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

## 7. LIMITATIONS AND WAIVERS

7.1 **DAMAGE LIMITATIONS.** REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 **LIMITATION OF LIABILITY.** EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

8. **ASSIGNMENT.** Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

9. **ENTIRE AGREEMENT/CHANGES.** This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

11. **CONFIDENTIALITY.** Recipient shall not disclose the terms of this Rider including assets and compensation and other Academy proprietary business information. During and after the term of this Rider, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.

12. **CHOICE OF LAW AND FORUM.** THE LAWS OF THE STATE OF TEXAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN HARRIS COUNTY, TEXAS.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Rider as of the latest date written below.

**ACADEMY**

ACADEMY, LTD., d/b/a  
ACADEMY SPORTS + OUTDOORS

**RECIPIENT**

October First Friday Celebration, Downtown Development  
Authority of Cartersville

By: ACADEMY MANAGING CO., L.L.C.  
It's General Partner

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

/s/ \_\_\_\_\_

Connie Keeling  
Cartersville City Clerk



# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM

## Annual Assessment for Membership in the Northwest Georgia Regional Commission

<b>SubCategory:</b>	Contracts/Agreements
<b>Department Name:</b>	City Manager
<b>Department Summary Recommendation:</b>	This is the request for the annual dues for membership and participation in the Northwest Georgia Regional Commission. This is for fiscal year July 1, 2014 through June 30, 2015.
<b>City Manager's Remarks:</b>	This is our share of payment toward the RDC. This invoice is above \$5,000 and therefore requires Council authorization.
<b>Financial/Budget Certification:</b>	This is a budgeted item.
<b>Legal:</b>	
<b>Associated Information:</b>	

**Northwest Georgia Regional Commission**

PO Box 1798  
 Rome, Georgia 30162-1798  
 (706) 295-6485

**INVOICE**

**DATE:** 7/14/2014

**NUMBER:** 178

**TO:**

City of Cartersville  
 PO Box 1390  
 Cartersville, GA 30120

**FOR:**

Membership and participation in the  
 Northwest Georgia Regional Commission

Description	Amount
<p>Annual Assessment for the Fiscal Year July 1, 2014 through June 30, 2015</p> <p style="text-align: right;">Population    x    Dues Rate            20,001       x       1.00</p> <p>Source: U.S. Census Bureau, Population Division            Population Estimates as of July 1, 2013</p> <p>Please make payment to: Northwest Georgia Regional Commission            P.O. Box 1798            Rome, GA 30162-1798</p>	<p>20,001.00</p>
<p><b>Invoice Total</b></p> <p><b>Amount Paid</b></p> <p><b>Balance Due</b></p>	<p>20,001.00</p> <p>0.00</p> <p>20,001.00</p>
	<p>Item # 12</p>



# City of Cartersville

**City Council Meeting  
8/7/2014 7:00:00 PM  
Risk MAP Project Charter**

<b>SubCategory:</b>	Contracts/Agreements
<b>Department Name:</b>	Public Works
<b>Department Summary Recommendation:</b>	FEMA has initiated a new program called Risk MAP (Mapping, Assessment and Planning) which will, through collaboration with Federal, State and Local entities, deliver quality flood hazard data that increases public awareness of flood risk and leads to action that reduces risk to life and property. GA DNR-EPD will be providing updates to the FEMA Flood Insurance Rate Maps (FIRMS) and Flood Insurance Reports (FIS) for our community. This Risk MAP Project Charter is an agreement of our local community to participate and assist in this program. Public Works recommends signature of this Charter/Agreement.
<b>City Manager's Remarks:</b>	Your approval of agreement to participate in this program is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	



## **RISK MAP PROJECT CHARTER**

Working together on a Risk Mapping, Assessment, and Planning (Risk MAP) project, GA DNR, FEMA Region IV and City Of Cartersville will identify, assess, communicate, plan for, and mitigate against City Of Cartersville's flood risk. The flood risk information provided by this project can be used by City Of Cartersville to enhance hazard mitigation plans, make informed decisions to improve resilience to flooding, and raise awareness about local flood risks.

This project charter:

- Describes the mapping, assessment, and planning information, products, and assistance that FEMA will provide
- Summarizes local flooding concerns and indicates areas where floodplain changes are expected
- Describes the roles and responsibilities of FEMA and City Of Cartersville

## **MAPPING AND ASSESSMENT**

The following table includes studies identified and/or validated by City Of Cartersville, during the Discovery phase of the Risk MAP Project. GA DNR in coordination with FEMA will review these areas to determine which areas flood study needs can be addressed through new or updated engineering studies under this Risk MAP Project



Community	CID	Point of Contact	Request Type	Request
City of Cartersville	130209	Douglas Wade Wilson	Flood Data	Localized Flooding, Possible culvert change
City of Cartersville	130209	Douglas Wade Wilson	Flood Data	Possible flooding on the east side of the stream under the RR tracks. "Railroad Basin"



## FLOOD RISK PRODUCTS

To show where and why floodplains have changed and quantify the risks associated with those changes, FEMA will work closely with your community to produce the products listed below. Your community can use these updated data and products to make informed hazard mitigation, land use and development, and emergency management decisions.

- **Flood Risk Report:** Details the flood hazards and risk exposure within the community, watershed, or other geographic area. It also explains the risk assessment methodology used and results.
- **Flood Risk Map:** Depicts county and community boundaries in relation to the areas of risk within the study area, emphasizing that risk reduction activities may have an impact well beyond the site.
- **Flood Risk Database:** Provides access to the data collected, created, and analyzed during the project.

To improve the precision of these products, and ultimately make them more valuable for future decision-making, we kindly request that your community provide the following data, if available. A representative from our mapping contractor will be following up with your community to obtain this information.

- Parcels attributed with Tax Assessor Information
- Building Footprints

## FLOOD RISK DATASETS

FEMA will also provide access to the following datasets that underpin the Flood Risk Products described.

- **Changes Since Last FIRM:** Identifies areas where the floodplain, floodway, and/or flood zone designations have changed since the previous flood study. Engineering factors that may have contributed to any changes will also be identified. The built environment affected by the change will be quantified and summarized.
- **Flood Depth and Analysis Grids:** Indicate the [COMMUNITY'S OR TRIBE'S] 10 percent, 4 percent, 2 percent, 1 percent, and 0.2 percent annual chance flood events. They will also be used to depict the percent chance of flooding over 30 years, the typical length of a home mortgage.
- **Flood Risk Assessment:** Highlights areas where risk reduction actions may produce the highest return on investment. A refined HAZUS loss estimation analysis will be conducted for flooding sources using default HAZUS building stock information.
- **Areas of Mitigation Interest:** Identifies conditions that may contribute to the severity of the flood hazard and associated losses. These include areas with a history of flood claims, hydraulic or other structures that contribute to backwater and areas experiencing land use change or development.





## REGULATORY PRODUCTS

FEMA will provide your community with the following regulatory products to support floodplain management and flood insurance ratings.

- **Flood Insurance Study (FIS) Report:** Describes your community's flood history and provides technical information on the study.
- **Flood Insurance Rate Map (FIRM):** Identifies the community's or Tribe's flood zones, base flood elevations, and floodplain boundaries. This map is also used to determine where flood insurance is required.

## PLANNING

A mitigation plan does exist for your community. The plan became effective on January 10<sup>th</sup>, 2012 and expires on January 8<sup>th</sup>, 2017. The flood risk information developed during this project will provide Tribal and local governments with analyses they can use to develop or update local, Tribal, and State mitigation plans. Your community can use this data to identify risks and vulnerabilities associated with floods, evaluate the areas of high mitigation value, and develop long-term strategies for protecting people and property from future flood events.

As part of the Risk MAP project, GA DNR and Georgia Emergency Management Agency (GEMA), in coordination with FEMA will offer mitigation planning technical assistance to cover the fundamentals of the requirements for communities or Tribes to develop new or updated local and Tribal mitigation plans that address priorities and needs and meet requirements established in 44 CFR 201.6. GA DNR and GEMA will also discuss with your community how the data and information from the Risk MAP Flood Risk Products can be incorporated into and enhance the flood portion of hazard mitigation plans.

In addition, GA DNR and GEMA will share mitigation planning and/or implementation best practices, resources available to support flood mitigation actions, and assist in the development of an action item list to facilitate local and Tribal mitigation activities.

GA DNR, GEMA, and FEMA encourage floodplain management activities that exceed minimum requirements through programs such as the Community Rating System. FEMA also offers Hazard Mitigation Assistance grant programs that fund eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages. Information on these programs will be provided along with other related State, Federal, and association resources throughout the project.

## COMMUNICATION AND COORDINATION

GA DNR, FEMA and your community will work together to establish a consistent flow of information about project timeline, status, and next steps. In addition to regular status reports, GA DNR will coordinate with your community to hold a minimum of three meetings, as described below. GA DNR will also work with your community to enhance its ability to communicate about the hazard and the associated risk to people who live and work within your community and watershed.



- **Discovery Meeting:** Held prior to the development of this charter, the meeting focused on introducing the PMT, setting project expectations, roles and responsibilities, and validating and gathering data.
- **Resilience Meeting:** Will provide local officials with the Flood Risk Products described above and describe how to incorporate this new information into existing hazard mitigation plans. Resources available from State and Federal governments and professional associations that support planning and implementation activities will be highlighted. The meeting will result in action items developed by your community to encourage mitigation activities.
- **Community Coordination Officer (CCO) Meeting/Open House:** Will provide local and Tribal officials with the FIS and FIRM and information on ordinance requirements for map adoption. The meeting will be closely followed by an open house where GA DNR, FEMA, and your community officials will present project results to local citizens and explain the impact that the results will have on development, planning, and flood insurance.
- Other Meetings (as appropriate)
  - **Draft Map Review Meeting:** Will provide local and Tribal officials the opportunity to view and comment on draft engineering analyses.
  - **Flood Study Review Meeting:** Will provide local and Tribal officials the opportunity learn more about the Flood Risk Products and receive more technical training on how the datasets can be used in a GIS environment. This meeting may also include highlights of hazard mitigation planning and implementation best practices from local and Tribal officials in the region.

## ROLES AND RESPONSIBILITIES

This Project Charter represents a good-faith effort by all parties to share data, communicate findings, and plan mitigation activities to protect City Of Cartersville from flood risk. **It is not legally binding nor does it preclude City Of Cartersville from participating in the FIRM appeal process.** The parties listed in the signature block below will collaborate on flood hazard identification activities, risk analysis products, and will consult with each other to integrate contributions into flood hazard identification efforts. It is intended to provide a common strategy to address flood hazards and increase resilience within the watershed.

GA DNR will provide community officials with regular project status updates, the data and products described above, and outreach guidance to increase local and Tribal awareness of flood risk. These efforts will better enable your community to take action to reduce risk, through the adoption of the maps, development, or enhancement of mitigation plans, and increased communication with citizens to inform them about their risk and the steps they can take to mitigate that risk.

City Of Cartersville will provide input and updates throughout the study process to verify data and ensure that the information accurately represents the community.

As referenced above, GA DNR and officials will communicate at least three times over the course of the project to review project milestones, outcomes, and impacts.



*Tom Shillock*

---

Tom Shillock  
State Floodplain Management  
Coordinator  
June 13, 2014

---

COMMUNITY CEO  
<Insert name and title>  
Date:



# City of Cartersville

**City Council Meeting  
8/7/2014 7:00:00 PM  
Rental Agreement for 3rd Floor of Depot**

<b>SubCategory:</b>	Contracts/Agreements
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	<p>The Aids Alliance which was renting the third floor of the Depot building, closed down at the end of June. As required by State law, an advertisement was placed in the local newspaper about the availability of this office space. The office space was shown to several prospective tenants. At the deadline, two proposals were received, one from Highland Rivers Health and a second from Western Rise, LLC. Both companies submitted the required everify forms and also included letters regarding their proposed use of the office space. A proposed agreement is included in the attached documentation.</p> <p>The DDA Board recommends that the office space be rented to Western Rise, LLC.</p>
<b>City Manager's Remarks:</b>	Your approval of the lease with Western Rise, LLC is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	Everify forms attached.

## ADVERTISEMENT FOR BID

The City of Cartersville is advertising to lease the third floor of the property referred to as 1 Friendship Plaza, Cartersville, Georgia 30120.

Sealed proposals will be received by the City of Cartersville at the Assistant City Manager's Office at P.O. Box 1390, Cartersville, Georgia 30120 or 1 North Erwin Street, Cartersville, Georgia 30120 until the 22<sup>nd</sup> day of July, 2014 at 10:00 A.M. at which date and time the proposals must be received and said sealed bids will be opened and logged at that time for presentation to the City Council for their approval or denial in whole or part at a meeting to be held within thirty (30) days from said opening date.

A copy of the proposed lease is available at the office of Dan Porta, Assistant City Manager or via email [dporta@cityofcartersville.org](mailto:dporta@cityofcartersville.org). Requested bidders are required to submit a signed lease along with an e-verify form as part of the sealed bid.

The owner reserves the right to accept or reject in whole or in part any and all bids and leases submitted and to waive formalities and re-advertise.



July 21, 2014

The City of Cartersville  
Dan Porta, Assistant City Manager  
P.O Box 1390  
Cartersville, GA 30120

Object: Proposal Bid for 1 Friendship Plaza Cartersville, GA

Dear Mr. Dan Porta,

Highland Rivers Health has recently taken over the operations of HOPWA (Housing of Persons with AIDS). This is a program that is funded through AIDS Atlanta and serves the residents of Cartersville/Bartow County who are living with HIV/AIDS. We appreciate your recent discussions with us regarding the continuation of renting the existing space at 1 Friendship Plaza. We want to ensure that the transition between Cartersville's AIDS Alliance and Highland Rivers Health does not interrupt the care and services provided to the Bartow residents who have been continuously served there since 1992. Highland Rivers believes that to continue to provide services from the same location would not only benefit the residents of Bartow County that are living with HIV/AIDS, but the city as well, as there would not be an interruption in services due to the relocation of the HOPWA office.

Highland Rivers will continue to offer housing to the Bartow residents that have been diagnosed with HIV/AIDS as well as provide education and support. These services are provided with the hopes of decreasing/eliminating the stigma of people living with HIV/AIDS as well as provide support and life skills to encourage healthier life styles and prevent further spread of infection. The space at 1 Friendship Plaza is ideal to provide office space for three (3) case management/office staff as well as offer a weekly meeting place for group/education.

We would greatly appreciate your consideration to continue to allow Highland Rivers Health/HOPWA to remain in its current location at 1 Friendship Plaza. Rest assured Highland Rivers Health will be responsive in addressing any issues or concerns that the city may have at this time with the program and we intend to be a responsible corporate citizen of Cartersville. Highland Rivers proposes to lease 1 Friendship Plaza at the rate of \$300 per month effective July 1, 2014.

Highland Rivers takes pride in the operation and growth of services that are flourishing in the Bartow community. We hope that you take into consideration Highland Rivers' request to remain in the current location at 1 Friendship Plaza. Thank you for your efforts in considering this proposal.

Sincerely,

A handwritten signature in black ink that reads "Ansley Silvers". The signature is fluid and cursive, with the first name "Ansley" and last name "Silvers" clearly legible.

Ansley Silvers CAC II CCS

Manager of Addictive Diseases and Residential Services

Tel: 706/266-6238

[ansleysilvers@highlandrivers.org](mailto:ansleysilvers@highlandrivers.org)

July 20, 2014

Dan Porta  
Assistant City Manager  
P.O. Box 1390  
Cartersville, GA 30120

Dear Mr. Porta,

My name is Will Watters. I am writing this letter to express our interest in the property referred to as 1 Friendship Plaza, Cartersville, Georgia 30120. I am the owner and founder of a new fly fishing apparel company, Western Rise LLC, founded in August 2013. My fiancé and I both work full-time, and run Western Rise, LLC as a second business. Kelly is the Manager of Programs and Social Media at the Bartow History Museum, and I am the Director of New Product Development at Syntec Industries in Rome, Georgia. As our company has begun to grow, Kelly and I have discovered that we are in need an office space were we can hold meetings, design new pieces, shoot marketing images, store inventory, and prepare products for shipment. We have been searching for an office in downtown Cartersville for quite some time. This third floor office is ideal for Western Rise, and will serve as a wonderful base of operations for our new entity. As we both have full times jobs, the majority of Western Rise business is done after 5pm, and would not be in the way of the DDA and Welcome Center's day to day operations.

Kelly and I live in the community, and work with many businesses downtown. We currently are involved, and would like to continue to become more involved in the Cartersville community. We are Bartow County homeowners, and would be glad to share previous rental references. Thank you very much for your consideration, and we look forward to potentially being located in downtown Cartersville.

Regards,

A handwritten signature in black ink, appearing to read 'W. Watters', with a large, sweeping flourish at the end.

Will Watters  
Western Rise, LLC  
94 Cardinal Road SE  
White, Georgia 30184  
(706)766-2271



July 20, 2014

Dan Porta  
Assistant City Manager  
P.O. Box 1390  
Cartersville, GA 30120

Dear Mr. Porta,

In conjunction with the application and expressed interest of Western Rise LLC in renting the property referred to as 1 Friendship Plaza, Cartersville, Georgia 30120, the following are local professional references for Western Rise LLC and the professional character of both Will Watters and Kelly Schlott. We appreciate your consideration and look forward to hearing your decision about this space.

Andy Bowen, Owner  
Cohutta Fishing Co.  
39 South Public Square  
Cartersville, Ga 30120  
Office: 770-606-1100  
Cell: 770-722-1818

Tara Currier, Manager  
Down Town Development Authority  
1 Friendship Plaza  
Cartersville, GA 30120  
Office: 770-607-3480  
Cell: 678-361-7042

Lara Jeanneret, Owner  
Lara J Designs  
12 S Erwin St #2  
Cartersville, GA 30120  
Office: 678-873-2126

REAL ESTATE LEASE AND  
MAINTENANCE AGREEMENT

*THIS LEASE and MAINTENANCE AGREEMENT* (hereinafter referred to as "Lease"), made and entered into as of the \_\_\_\_\_ day of August, 2014, by and between CITY OF CARTERSVILLE ("Landlord") and the Will Waters, Western Rise, LLC ("Tenant").

WITNESSETH:

*WHEREAS*, Landlord is the owner of that certain improved real estate commonly known as 1 Friendship Plaza, Cartersville, Bartow County, Georgia (the "Property"). For a more particular description, see Exhibit "A" which is attached hereto and incorporated herein by reference; and

*WHEREAS*, Tenant desires to lease the Third (3<sup>rd</sup>) Floor plus some other common areas of this Property from Landlord as indicated on Exhibit "A" herein referenced to as the "Premises"; and

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

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

1. Landlord hereby leases and rents to Tenant and Tenant hereby agree to lease and take the premises and upon the terms and conditions hereinafter set forth.
2. The term of this Lease shall commence on August 1, 2014 and end on December 31, 2014. The Lease shall be automatically renewed for up to five (5) 1 year terms, provided that the Mayor and City Council do not take action at a public meeting in December or January of the renewable year to terminate or not renew this lease and the Tenant provides notice of intent of renewing by December 1<sup>st</sup> of each year of the lease. Landlord agrees to deliver possession of the Premises to Tenant on the commencement date hereof.
3. Tenant agrees to the use of said Premises and to be liable for all obligations, terms and conditions contained herein.
4. Tenant agrees to provide the following service in lieu of rent:
  - (a) Tenant shall pay landlord rent by the 1<sup>st</sup> of each month of the lease as follows:

Date	Monthly Rent
Commencement date until 12/31/2015	\$250.00
January 1, 2016 through December 31, 2017	\$300.00
January 1, 2018 through December 31, 2019	\$350.00

- (b) Tenant shall be responsible for all maintenance and repair of the premises.
- (c) Tenant shall supply enough heat to the Premises at its expense to prevent the plumbing system and sprinkler system, if any, from freezing. Tenant shall pay 50% of all other utility bills including, but not limited to, water, sewer, gas,

- electricity, stormwater and garbage collection services rendered to the Premises or used by Tenant in connection therewith.
5. Tenant shall procure from a qualified **insurance** company and maintain during the entire term of this Lease the following coverages:
    - (a) Fire and extended coverage insuring the full value of Tenant's interest in the improvements on the Premises, office furniture, equipment, fixtures and supplies therein and the replacement cost of said premises and shall name Landlord as an additional insured and furnish a certificate evidencing such coverage to Landlord.
  6. The Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance of the Premises.
  7. Tenant agrees not to abandon or vacate the Premises during the term of this lease without thirty (30) days prior notification to Landlord.
  8. Tenant accepts the Premises in its present condition as suited for the use intended by the Tenant. Tenant shall, at Tenant sole expense, maintain the Premises, the fixtures and appurtenances thereon in first class condition and repair, and will suffer no active or permissive waste or injury thereof and the Tenant shall, at Tenant's sole expense, promptly repair all injury or damage to the Premises from whatever cause, other than damage which the Landlord is expressly obligated to repair.
  9. Tenant shall have the right to install or place on the Premises machinery, apparatus, equipment and other Premises of whatever nature, all of which shall remain the Premises of Tenant, whether or not attached to improvements comprising the Premises. So long as Tenant is not in default on its obligations, or upon giving bond for any obligations claimed by Landlord to be in default, Tenant shall have the right to remove the same at any time or from time to time during the term hereof and within a reasonable time after the termination hereof; provided, however, that should Tenant so remove any machinery, apparatus, equipment or other Premises of whatever nature, Tenant shall do so at its own expense without damage or injury to the Premises. In the event of damage or injury to the Premises, Tenant shall repair or restore the Premises to its condition as existed prior to the installation and removal of such machinery, apparatus, equipment or other Premises.
  10. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the building is taken pursuant to condemnation proceedings, this Lease shall terminate as of the date of such destruction or taking.
  11. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred thereof, including but not limited to in addition all suits, damages, expenses, injuries, claims arising in any manner whatsoever attorney's fees and court costs.
  12. Tenant may not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than

- Tenant, without the prior written consent of the Landlord. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior consent of Landlord. Any assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.
13. It is mutually agreed that in the event Tenant shall default in Tenant's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Tenant shall default in the performance of any of the terms or provisions of this Lease other than the provision requiring the payment of rent and such default continues for a period of thirty (30) days after notice from Landlord, or if Tenant are adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, Landlord, at his option, may at once terminate this lease by written notice to Tenant and thereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
  14. Landlord may, as Tenant's agent and without terminating this Lease, upon Tenant's default under this Lease and the lapse of any applicable grace period, at Landlord's option, enter upon and relet the Premises on the best available terms obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper.
  15. Landlord may enter the Premises at reasonable hours and upon reasonable notice to exhibit the same to prospective purchasers or Tenant and to make repairs to Landlord's adjoining Premises, if any. Landlord agrees that Tenant shall be permitted to have a representative monitor any such entry on to the Premises if Tenant feel such is necessary to protect the security and confidentiality of Tenant's business activities on the Premises. Landlord agrees to indemnify and hold Tenant harmless from any loss or damage caused to Tenant's equipment or Premises on the Premises which results from any act or negligence of Landlord, Landlord's agents, employees or licensees during such entry.
  16. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect landlord's right to collect rent for the period prior to termination thereof.
  17. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Nothing contained herein nor any action or inaction by Landlord shall be deemed to grant to Tenant any right, power or permission to perform any act or make any agreement which may create, give rise to or constitute the foundation for any right, title, interest, lien, charge or other encumbrance upon Landlord's estate in the Premises. So long as Tenant is not in default hereunder, Tenant shall have full and quiet enjoyment of the Premises.
  18. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of

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

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

**Landlord**

City of Cartersville, Georgia  
 Attention: Assistant City Manager  
 P. O. Box 1390  
 Cartersville, Georgia 30120

**Tenant**

Western Rise LLC  
Attn: Will Waters  
94 Cardinal Rd.  
White, GA 30184

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

22. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.
23. This Lease has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Lease.
24. Time is of the essence of this Lease.
25. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
26. This Lease may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.

- 27. During the entire duration of this contract, Tenant must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.
- 28. This Lease may be altered, amended or terminated by a written agreement signed by Landlord and Tenant.

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

**LANDLORD: CITY OF CARTERSVILLE**

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor, Matthew Santini

\_\_\_\_\_  
WITNESS

ATTEST:

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
City Clerk, Connie Keeling

\_\_\_\_\_  
My Commission Expires

**TENANT: Western Rise, LLC**

Signed, sealed and delivered  
this 20 day of July, 2014.

BY: [Signature]

[Signature]

W. Elmer [Signature]

\_\_\_\_\_  
WITNESS

ATTEST:

[Signature]

BY: \_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
NOTARY PUBLIC

2/07/17  
My Commission Expires



## EXHIBIT "A"

The property described as 1 Friendship Plaza and building and parking, in Cartersville, Bartow County, Georgia. The Tenant, Western Rise, will be renting the Third (3<sup>rd</sup>) Floor of this building and will have access to other common areas of the building including the First (1<sup>st</sup>) Floor Conference Room and kitchen area.

### CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

46426  
EEV/Basic Pilot Program\* User Identification Number

BY: *Jason Bearden*  
Authorized Officer or Agent  
(Contractor Name)

July 21, 2014  
Date

Highland Rivers Community Service Board  
Contractor/Entity Name

Chief Executive Officer  
Title of Authorized Officer or Agent of Contractor

1401 Applewood Drive Dalton, GA 30120  
Contractor Address

Jason Bearden, CEO  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

21<sup>st</sup> DAY OF July, 2014

*Georgia E Bennett*  
Notary Public

My Commission Expires: 4/3/2017



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



### CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

799572  
EEV/Basic Pilot Program\* User Identification Number

W. Watters Jr.  
BY: Authorized Officer or Agent  
(Contractor Name)

7-21-14  
Date

WESTERN RISE, LLC  
Contractor/Entity Name

PRESIDENT (S&B MEMBER)  
Title of Authorized Officer or Agent of Contractor

94 CARDINAL RD. SE WHITE, GA 30184  
Contractor Address

William N. WATTERS JR.  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

21st DAY OF July, 2014

Retired Justice  
Notary Public

My Commission Expires:

02/23/15

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



# City of Cartersville

---

**City Council Meeting**  
**8/7/2014 7:00:00 PM**  
**Actuarial Services**

<b>SubCategory:</b>	Contracts/Agreements
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	A request for proposal for actuarial and consulting services on the city's pension plan and other post employment benefits was issued and seven firms submitted proposals. The Pension Board reviewed the proposals and interviewed the three top ranked firms. After hearing from the top ranked firms and checking references, the Pension Board recommends that Southern Actuarial Services be hired for actuarial and consulting services.
<b>City Manager's Remarks:</b>	Your approval of this item is recommended.
<b>Financial/Budget Certification:</b>	This is a budgeted item.
<b>Legal:</b>	
<b>Associated Information:</b>	Everify is attached.

### Appendix D

#### CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

473620  
EEV/Basic Pilot Program\* User Identification Number  
Lisa M. Farmer  
BY: Lisa M. Farmer  
(Contractor Name)

6-24-14  
Date

Southern Actuarial Services Company, Inc. actuarial manager  
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 888343 Atlanta, GA 30356-0343  
Contractor Address

Lisa M. Farmer  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
24<sup>TH</sup> DAY OF JUNE, 2014  
Natalie R. Hodge  
Notary Public  
My Commission Expires:  
8/15/2016



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



# City of Cartersville

**City Council Meeting  
8/7/2014 7:00:00 PM  
Subsequent Injury Trust Fund Annual Assessment**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	The Georgia Subsequent Injury Trust Fund assesses an annual fee for entities that are self insured with their workers compensation coverage. The annual fee is based on medical claims paid in the previous year. The net fee assessment for 2013 is \$5,064.93 and I recommend approval of this payment.
<b>City Manager's Remarks:</b>	Your approval of this assessment is recommended.
<b>Financial/Budget Certification:</b>	This is paid from the insurance fund.
<b>Legal:</b>	
<b>Associated Information:</b>	

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

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

**DATE:** July 10, 2014

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

**RE:** 2013 Assessment 2012 Assessment Adjustment

**ATTENTION:** RISK MANAGEMENT

The following assessment is due and payable upon receipt of this notice. There is an automatic 10% penalty on those payments postmarked after August 15, 2014. Questions regarding this assessment should be directed to: Mike Coan, Administrator.

2013 Assessment (2013 Claims Paid of \$77,290.22 * 0.06565188 Rate)	\$5,074.25
<u>2012 Assessment Adjustment</u>	<u>(\$9.32)</u>
<b>*TOTAL DUE FOR 2013 and 2012:</b>	<b><u>\$5,064.93</u></b>

**NOTICE:** If payment is postmarked after August 15, 2014, pay :\$5,571.42

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

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

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



# City of Cartersville

**City Council Meeting  
8/7/2014 7:00:00 PM  
Annual Workers Compensation Assessment**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	The Georgia State Board of Workers Compensation assesses an annual fee for entities that are self-insured. The fee is based on the cities payroll and premium as calculated by the State Board. The annual assessment for the current fiscal year is \$5,007.91 and I recommend approval of this payment.
<b>City Manager's Remarks:</b>	Your approval of this payment is recommended.
<b>Financial/Budget Certification:</b>	This is paid from the worker's comp fund.
<b>Legal:</b>	
<b>Associated Information:</b>	

**STATE BOARD OF WORKERS' COMPENSATION****7/16/2014**

CARTERSVILLE, CITY OF  
DAN PORTA  
P. O. BOX 1390  
CARTERSVILLE, GA 30120

**DUE 30 DAYS FROM DATE OF THIS INVOICE**

Re: F.Y. 2015 Annual Assessment

The F. Y. 2015 Annual Assessment totals \$22,581,308

Your Company's share of this amount, is as follows:

F. Y. 2015 Annual Assessment Calculations  
\$424,890 premium writing x 0.011786375 = \$5,007.91  
Total due for F. Y. 2015 Annual Assessment is \$5,007.91

Make your check payable to the STATE BOARD OF WORKERS' COMPENSATION  
and forward it to the following address which will go directly to our bank:

State Board of Workers' Compensation  
Post Office Box 101427  
Atlanta, Georgia 30392

Questions regarding this assessment should be directed to:  
Thomas M. Risko, Chief Financial Officer at (404) 656-2314.

AIR40



# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM  
Automobile Insurance Settlement

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	In May a city employee was involved in an accident with another individual. The city's insurance carrier, One Beacon has settled the claim with the other driver in the amount of \$5,200. I recommend approval of this expense which is covered by the city as part of our insurance deductible.
<b>City Manager's Remarks:</b>	Your approval of this settlement is recommended.
<b>Financial/Budget Certification:</b>	This will be paid by the city's property and casualty fund and will be reimbursed by the department involved.
<b>Legal:</b>	
<b>Associated Information:</b>	



GA9 078426 JS

**FULL AND FINAL RELEASE OF ALL CLAIMS**

**Know All Men By These Presents**, that the Undersigned do(es) hereby acknowledge accepts in full compromise the agreed amount of \$5,200.00 (Five Thousand Two Hundred Dollars and No Cents) as full and final settlement and satisfaction of, and as sole consideration for the final release and discharge of, all actions, claims and demands whatsoever, that now exist, or may hereafter accrue, against the City of Cartersville, Johnny Womack, and Atlantic Specialty Insurance Company and any other person, corporation, association or partnership charged with responsibility for injuries to the person and property of the Undersigned, and the consequences flowing therefrom, as the result of an accident, casualty or event which occurred on or about May 6, 2014 at, near, or in Cartersville, Georgia.

The Undersigned warrants, that no promise or inducement has been offered except as herein set forth, that this Release is executed without reliance upon any statement or representation by the person or parties released, or their representatives, or physicians, concerning the nature and extent of the injuries and/or damages and/or legal liability therefore; that the Undersigned is of legal age, legally competent to execute this Release and accepts full responsibility therefore, and:

The Undersigned Agrees, as further consideration and inducement for this compromise settlement, that it is a full and final release of all claims and shall apply to all known and unknown and anticipated and unanticipated injuries, damages, demands and liens resulting from said accident, casualty or event, as well as to those now known or disclosed

It is understood and agreed that the party or parties hereby released, admit no liability to the undersigned or others, shall not be estopped or otherwise barred from asserting and expressly reserve the right to assert any claim, or cause of action such party or parties may have against the Undersigned or others.

The Undersigned represents and warrants to the City of Cartersville, Johnny Womack, and Atlantic Specialty Insurance Company that the Undersigned has disclosed all information concerning payments made on behalf of the Undersigned by Medicare and/or Medicaid that are related to the claim being released and has disclosed all information concerning any Medicare and/or Medicaid liens related to the claim being released.

In the event that an undisclosed Medicare or Medicaid lien does exist, or in the event that Medicare or Medicaid asserts a lien after this release is signed the Undersigned agrees to indemnify, defend and hold harmless the City of Cartersville, Johnny Womack, and Atlantic Specialty Insurance Company, its affiliates, employees, directors and officers against any and all damages, actions, claims, demands arising out of such Medicare or Medicaid lien.

  
Masud Bulagan

7/11/2014  
Date

State of Georgia  
County of: Cobb

Subscribed and sworn to before me this date: 7/11/2014

  
Notary Public

Commission expires: 12-18-16





# City of Cartersville

**City Council Meeting**  
**8/7/2014 7:00:00 PM**  
**Emergency Repair: 24" Main at El Nopal**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Water
<b>Department Summary Recommendation:</b>	<p>Emergency Repair: 24" Main at El Nopal</p> <p>On Wednesday, (7/9/14) a leak surfaced in front of El Nopal Mexican Restaurant located at 540 Old Mill Road. A preliminary investigation the next day revealed that the leak was originating from an 8 inch tap on the 24 inch water main for the fire service to the restaurant and would require shutting down the 24 inch main. In this location, the pipe is approximately 10 feet deep. Because of the size, weight and depth of the pipe, contractor help was needed.</p> <p>Quotes were requested for labor and equipment (see attached) from the following local contractors with whom we have done this type of work before:</p> <p>T.J. Lyle &amp; Company</p> <p>C.H. Kirkpatrick &amp; Sons</p> <p>C&amp;L Construction</p> <p>T.J. Lyle &amp; Company submitted the lowest unit costs of \$375/hour with a \$1,000/each mobilization charge.</p> <p>Work was originally scheduled for the night of Wednesday 7/16/14, but because of the concerns of local industry and businesses in the effected area, that was delayed until Friday night. This delay resulted in some additional cost which was deemed acceptable for the convenience of our customers. Repairs were completed around 3:00 am Saturday, 7/19/14 and water service was restored shortly thereafter.</p> <p>Total charges for the repair were \$ 7,500.00. The repair will be paid from the operating budget account 505.3320.52.2380 – Maintenance to Mains.</p> <p style="text-align: right;">Cover Memo Item # 14</p>

<b>City Manager's Remarks:</b>	Your approval of the emergency repair billing as outlined above is recommended.
<b>Financial/Budget Certification:</b>	The repair will be paid from the operating budget account 505.3320.52.2380 – Maintenance to Mains.
<b>Legal:</b>	
<b>Associated Information:</b>	

---

## C&L Contractors, Inc.

228 Braswell Path · Dallas, GA · 30132

Office: 770.505.6977 · Fax: 770.443.5153 · cmcclcontractors@att.net

Job Name: City of Cartersville, Emergency Water Leak Repair

Date: 7/14/2014

Contact: Chris Corley

Contact #: (678)873-2845

### Bid Proposal Items

Item No.	Item Description	Est. Qty.	Pay Unit			Unit Cost		Total Item
								Amount
1	Hourly Rate for Crew and Equipment, Labor Only, After Hours, Material Provided by Others	6.00	HR			\$ 650.00		\$ 3,900.00
2	***6 Hour Minimum							
3	Mobilization	1.00	EA			\$ 2,000.00		\$ 2,000.00
4								
5								
							<b>Total Quote</b>	<b>\$ 5,900.00</b>

**Mailing Address:**  
P. O. Box 790  
White, GA 30184-0790  
Phone 678-721-7780



**Physical Address:**  
4200 Hwy. 411, NE  
Rydal, GA 30171-1500  
Fax 678-721-7795

July 14, 2014

City of Cartersville Water  
Attn: Bob Jones  
Terry Jordan

We are pleased to quote the following hourly rates and a lump sum mobilization for repairs on existing 24" water main on Old Mill Road in front of El Nopal Mexican Restaurant. C. H. Kirkpatrick & Sons will furnish equipment and labor to make repairs on an hourly crew time rate. City of Cartersville to furnish all materials.

1 LS Mobilization @ \$2,400.00

Hourly rate for crew (8 hr. minimum) @ \$690.00 per hour

Crew consists of:  
Excavators and/or bobcat  
Crew trucks w/ tools  
Lights  
Traffic control  
Trench boxes  
All labor  
Dump truck  
Air compressor is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Kirkpatrick", with a long horizontal flourish extending to the right.

Tim Kirkpatrick

**Bob Jones**

---

**From:** Kirk Culler <kirk@tjlyleco.com>  
**Sent:** Monday, July 14, 2014 3:08 PM  
**To:** Terry Jordan  
**Subject:** Fwd: Attn. Terry Jordan

Terry, per Tony, a revised quote will be a min. 8 hrs @ \$375.00/ hr with a mobilization of \$1000.00. Please let me know if you have any questions. Thank you.

Sent from my iPhone

Begin forwarded message:

**From:** Kirk Culler <kirk@tjlyleco.com>  
**Date:** July 14, 2014 at 2:34:42 PM EDT  
**To:** "tjordan@cityofcartersville.org" <tjordan@cityofcartersville.org>  
**Subject:** Fwd: Attn. Terry Jordan

Sent from my iPhone

Begin forwarded message:

**From:** Kirk Culler <kirk@tjlyleco.com>  
**Date:** July 14, 2014 at 2:22:10 PM EDT  
**To:** "bjones@cityofcartersville.org" <bjones@cityofcartersville.org>  
**Subject:** Attn. Terry Jordan

Bob, please pass along to Terry Jordan per TJ Lyle, hourly rate for the night work on a tapping valve and sleeve on old mill rd will be 300.00 / hr.  
Thx.

Sent from my iPhone

# T.J. Lyle & Co. Inc.

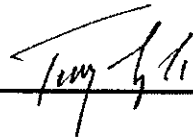
1481 Old Alabama Rd  
 Taylorsville, Ga 30178  
 770-607-0164 fax 770-607-0593

July 23, 2014

## INVOICE

Vendor		Ship To	
Name	City OF Cartersville Georgia	Name	Terry Jordan
Address	Water Department	Address	
City	Cartersville St Ga. ZIP	City	St ZIP
Phone		Phone	

Qty	Units	Description	Unit Price	TOTAL
		<b>Tapping Valve Repair - Night work</b>		
3	Ea	Mobilization Charge	\$1,000.00	\$3,000.00
12	Hr	Labor and Equipment	\$375.00	\$4,500.00
	<b>NOTES</b>			
			SubTotal	\$7,500.00
			<b>TOTAL</b>	<b>\$7,500.00</b>



*Thank you for the opportunity to do this work!*



# City of Cartersville

**City Council Meeting**  
**8/7/2014 7:00:00 PM**  
**Secondary #1 Bearing Replacement**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Water
<b>Department Summary Recommendation:</b>	<p>WPCP – Secondary #1 Bearing Replacement</p> <p>Over the weekend, the bottom bearing of the secondary #1 screw pump failed. This represents a loss of more than 25% of the pumping capacity at the plant. Should we have a heavy rain or multi-day rain event and flows exceed 20 million gallons per day (MGD) the plant would bypass untreated sewage directly to the Etowah River.</p> <p>This is a proprietary bearing only available from the manufacturer EVOQUA Water Technologies. The cost of the bearing assembly with shipping is \$11,000.</p> <p>The repair will be paid from the operating budget account 505.3330.52.2361 – Maintenance to WPCP.</p>
<b>City Manager's Remarks:</b>	Your approval of purchase of this bearing is recommended.
<b>Financial/Budget Certification:</b>	The repair will be paid from the operating budget account 505.3330.52.2361 – Maintenance to WPCP.
<b>Legal:</b>	
<b>Associated Information:</b>	





Evoqua Water Technologies LLC

1828 Metcalf Avenue

Thomasville, GA 31792

Quote # 12341-R1

Date: 7/28/2014

To: Bart Sears/ City of Cartersville, GA

Phone: 770-387-5816/ 770-548-7737

Fax:

From: Fergus Robinson

email:

**Sales Quote**

Replacement parts for Evoqua

Validity: 30 days

Freight PPD & Add

Returns: There is a 25% restocking fee  
on all returned parts.

Evoqua Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	1	W3T213805	Lower Bearing Assembly Without Stand 38 Degrees #3200-4806-02	\$10,500.00	EA	\$10,500.00	3-4 Weeks
			Freight			\$500.00	
			Job # P00008				
				Total Sale Price		\$11,000.00	

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email [Fergus.Robinson@evoqua.com](mailto:Fergus.Robinson@evoqua.com)

We now accept Visa, Mastercard, & American Express for your convenience

THIS TRANSMISSION CONTAINS CONFIDENTIAL INFORMATION INTENDED FOR USE ONLY BY THE ABOVE NAMED RECIPIENT. READING, DISCUSSING, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE NAMED RECIPIENT OR HIS OR HER EMPLOYEES OR AGENTS. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE US POSTAL SERVICE.



**eVOQUA**

WATER TECHNOLOGIES

### STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.**

(a) Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.

(b) **Credit Approval** - All orders are subject to credit approval by Seller. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason without advance notification. Seller may also, at its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made; and may, if shipment has been made, recover the Equipment from the carrier, pending receipt of such assurances.

(c) **Back Charges** - Field work which may result in back charges to Seller must be discussed and mutually agreed prior to performing the necessary work. Seller will issue an authorization for work that may be charged to Seller's account. Back charges without prior approval and mutual agreement shall not be accepted.

3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are EXW (Ex Works) factory with risk of loss on all Equipment shipped by Seller to Buyer passing to Buyer upon Delivery of the Equipment to the carrier at the Seller's point of shipment. Title to all Equipment shipped by Seller to Buyer shall pass upon receipt of payment for the Equipment under the respective invoice. Seller is not responsible for the cost of packaging, crating, etc. of the Equipment. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation nor shall Seller accept or be responsible for any back charges unless Buyer and Seller agree in writing to the details of such change or back charge and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time of performance.

6. **Excusable Delay/Force Majeure Event**

(a) **Definitions:**

(1) **"Excusable Delay"** shall mean delays caused by: (i) Buyer-directed changes; (ii) other actions or omissions of Buyer, Buyer's agents or representatives, including but not limited to, the untimely approval of Seller's submittals or failure to complete work,



designated as "Buyer's Work"; (iii) Differing site conditions; or (iv) Seller being required to repair, replace, revise, or reconstruct any of the work as a result of damage to or destruction of the Equipment when such damage or destruction is not caused by Seller.

(2) "Force Majeure Event" shall mean events or circumstances that: (i) are beyond the affected party's control; (ii) could not reasonably have been provided against before entering into this agreement; (iii) having arisen, could not reasonably have

been avoided or overcome; and (iv) are not substantially attributable to the other party. Force Majeure may include, but is not limited to, the following circumstances or events: (a) war, invasion, act of foreign enemies, (b) rebellion, terrorism, insurrection, military or usurped power, or civil war, (c) riot, commotion, strike, or lockout by persons other than the managers, supervisors, staff, labor, or other employee of Seller or its sub-suppliers, (d) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, or (with respect to on-site work), unusual weather conditions.

(b) Force Majeure: Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure event

(c) Schedule Modification: If the Seller experiences an Excusable Delay or Force Majeure Event, Seller is entitled to make a claim for a change order modifying the project schedule and shall provide Buyer with a revised schedule.

(d) Pricing Modification: If Seller has suffered an Excusable Delay or Force Majeure Event, and the delay will increase the cost of performance, Seller shall be entitled to an adjustment in the purchase price. Adjustments to the purchase price shall be: (i) in an amount agreed by the parties; (ii) using applicable agreed to unit prices or hourly rates reflected in Seller's Documentation; or (iii) if neither (i) or (ii) applies, then in the amount of the cost actually and reasonably incurred, and properly documented.

(e) Right to Terminate for Force Majeure: If a Force Majeure event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination.

#### 7. Warranty

(a) Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller shall warrant the Equipment, or any components thereof, through the earlier of (i) twelve (12) months from substantial completion of installation of the Equipment (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Equipment so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Equipment. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller).

(b) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the



Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Suspension.** In the event that Buyer suspends the work in whole or in part, for a period of time as Buyer may determine, then Seller shall be entitled to a change order for its reasonable and necessary costs incurred, including, but not be limited to, material and labor escalation incurred, due to such suspension. Seller shall resume any suspended work within a commercially reasonable period after Buyer gives Seller written notice to do so. If Buyer orders a suspension which continues for ninety (90) or more days, Seller may thereafter terminate this agreement without liability, upon fifteen (15) days.

written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Termination.**

(a) **For Convenience:** Buyer may terminate the work and this agreement at any time in its sole discretion by giving Seller at least ten (10) days written notice. Buyer shall pay termination charges to Seller that shall consist of: (i) the value of the work performed, and not paid for; (ii) termination charges from Seller's suppliers and sub-suppliers that Seller cannot reasonably reduce or avoid; (iii) additional handling and transportation costs that Seller cannot reasonably reduce or avoid and (iv) a reasonable mark up for Seller's administrative costs necessary to effect such termination. The total amount payable for such termination shall be reduced by any credits obtained, with the understanding that Buyer, at its exclusive preference, may accept delivery of complete or incomplete work, included in the termination cost.

(b) Either party may terminate this agreement, upon issuance of a written notice of such breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement).

12. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Pittsburgh, Pennsylvania pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. Any order being shipped outside of the United States shall subscribe to ICC rules and the governing language shall be English.

13. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

15. **Notice.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses set forth in the [purchase order]. All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail. Electronic mail is also acceptable provided that "read receipts" are documented.

**eVOQUA**

WATER TECHNOLOGIES

16. **Miscellaneous.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (JUL 2013). No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



# City of Cartersville

**City Council Meeting  
8/7/2014 7:00:00 PM  
Pierce Ladder 3 Repair**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Fire Department
<b>Department Summary Recommendation:</b>	<p>Our reserve ladder, 1994 Pierce Ladder 3 has been removed from service due to cracks found at the base of the ladder. This repair must be made by certified welders. In order to make the welds the ladder assembly must be totally removed from the apparatus with a crane, ladder hydraulic cylinders rebuilt, reassembled, painted and tested and certified. This is a specialized form of repair that is beyond the scope of the department. We have researched three options to make the repair.</p> <p>(1) Ten-Eight Fire Apparatus: Quote \$6693.62 (2) Brindlee Mountain Apparatus AKA Firetruckmall: Quote \$8000-\$10,000 (3) City of Cartersville Garage: Estimate \$8000 plus</p> <p>We recommend Ten-Eight and request at up to and not to exceed \$7500. This repair will be complete with required certifications and testing. It includes short term warranty as indicated on quote. All E-Verify documents are on hand. Currently, we have no reserve aerial apparatus or aerial back-up. Repair will be paid from budgeted apparatus repair funds. We respectfully request approval.</p>
<b>City Manager's Remarks:</b>	Your approval of the repair work outlined about with Ten-Eight up to an amount not to exceed \$7,500, is recommended.
<b>Financial/Budget Certification:</b>	This will be paid from repair and maintenance of vehicles.
<b>Legal:</b>	E-Verify forms on file.
<b>Associated Information:</b>	



**Fire and Safety  
Equipment of  
GA**

# SALES ORDER

## IN SERVICE TO SERVE YOU

**1591 Collier Road  
Forsyth, GA 31029  
PHONE: 1-478-994-3235  
FAX: 1-478-994-6458  
www.ten8fire.com**

REMIT TO:  
2904 59th Ave. Dr. E  
Bradenton, FL 34203

Order Number: GQ1730  
Order Date:  
Page: 1

Sold CITY OF CARTERSVILLE  
To: P.O. BOX 1390  
CARTERSVILLE, GA 30120

Ship CITY OF CARTERSVILLE  
To: SCOTT CARTER  
19 N. ERWIN STREET  
CARTERSVILLE, GA 30120

Ship Via STANDARD DELIVERY  
Ship Date  
Terms NET 30 DAYS  
Work Done  
Problem  
Equipment TELESQUIRT 50'  
Equipment ID E8846

Customer ID CARTER  
P.O. Number QUOTE  
P.O. Date  
SalesPerson 03  
Ten-8 Contact ZEB WEBB

Item No.	Description	UOM	Quantity	Unit Price	Total Price
	Repair Cracks on Telesquirt Aerial Device.				
	WELD SHOP LABOR & MATERIALS	EACH	1	1,348.00	1,348.00
	CRANE LIFT SERVICE - REMOVE AND REPLACE	EACH	1	933.33	933.33
LABOR	LABOR - TEN-8	HOUR	20	98.00	1,960.00
	This repair will be free from defects related to workmanship for a period of 90 days from completion of repair.				
	----- Repair leaking lift cylinder				
	CYLINDER REBUILD SHOP	EACH	1	714.29	714.29
LABOR	LABOR - TEN-8	HOUR	6	98.00	588.00
	This repair will be free from defects				
	Transferred to page 2.....				5,543.62

Item # 21



**Fire and Safety  
Equipment of  
GA**

# SALES ORDER

## IN SERVICE TO SERVE YOU

**1591 Collier Road  
Forsyth, GA 31029  
PHONE: 1-478-994-3235  
FAX: 1-478-994-6458  
www.ten8fire.com**

REMIT TO:  
2904 59th Ave. Dr. E  
Bradenton, FL 34203

Order Number: GQ1730  
Order Date:  
Page: 2

Sold CITY OF CARTERSVILLE  
To: P.O. BOX 1390  
CARTERSVILLE, GA 30120

Ship CITY OF CARTERSVILLE  
To: SCOTT CARTER  
19 N. ERWIN STREET  
CARTERSVILLE, GA 30120

Ship Via STANDARD DELIVERY  
Ship Date  
Terms NET 30 DAYS  
Work Done  
Problem  
Equipment TELESQUIRT 50'  
Equipment ID E8846

Customer ID CARTER  
P.O. Number QUOTE  
P.O. Date  
SalesPerson 03  
Ten-8 Contact ZEB WEBB

Item No.	Description	UOM	Quantity	Unit Price	Total Price
	Transferred from page 1..... related to workmanship for a period  of 90 days from completion of repair.  -----				5,543.62
	AERIAL CERTIFICATION TEST  Aerial will be inspected by third  party. Certification will be issued  upon completion of the inspection.  If there are repairs needed in order  to receive certification, and they are  unrelated to the above repairs, the  customer will be notified and a  quote will be provided.	EACH	1	1,150.00	1,150.00
	Transferred to page 3.....				6,693.62





**Fire and Safety  
Equipment of  
GA**

# SALES ORDER

## IN SERVICE TO SERVE YOU

**1591 Collier Road  
Forsyth, GA 31029  
PHONE: 1-478-994-3235  
FAX: 1-478-994-6458  
www.ten8fire.com**

REMIT TO:  
2904 59th Ave. Dr. E  
Bradenton, FL 34203

Order Number: GQ1730  
Order Date:  
Page: 3

Sold CITY OF CARTERSVILLE  
To: P.O. BOX 1390  
CARTERSVILLE, GA 30120

Ship CITY OF CARTERSVILLE  
To: SCOTT CARTER  
19 N. ERWIN STREET  
CARTERSVILLE, GA 30120

Ship Via STANDARD DELIVERY  
Ship Date  
Terms NET 30 DAYS  
Work Done  
Problem  
Equipment TELESQUIRT 50'  
Equipment ID E8846

Customer ID CARTER  
P.O. Number QUOTE  
P.O. Date  
SalesPerson 03  
Ten-8 Contact ZEB WEBB

Item No.	Description	UOM	Quantity	Unit Price	Total Price
	Transferred from page 2..... -----				6,693.62
	SHOP SUPPLY FEE	EACH	1	127.40	127.40

Amount Subject to  
Sales Tax  
0.00

Amount Exempt  
from Sales Tax  
6,821.02

Subtotal: 6,821.02  
Invoice Discount: 0.00  
Sales Tax: 0.00

**Total:** Item # 21  
6,821.02

**Scott Carter**

---

**From:** Mark Bagley  
**Sent:** Tuesday, June 10, 2014 2:16 PM  
**To:** Scott Carter  
**Subject:** Fwd: estimate

Do you want me to have them come by for a more detailed estimate?

Sent from my iPhone

Begin forwarded message:

**From:** John Brinkman <[jbrinkman@bmfallic.com](mailto:jbrinkman@bmfallic.com)>  
**Date:** June 10, 2014 at 13:29:52 EDT  
**To:** <[mbagley@cityofcartersville.org](mailto:mbagley@cityofcartersville.org)>  
**Cc:** Chris Crutchfield <[ccrutchfield@bmfallic.com](mailto:ccrutchfield@bmfallic.com)>, 'David' <[dbrown@bmfallic.com](mailto:dbrown@bmfallic.com)>, 'Jason Parsley' <[Jason@bmfallic.com](mailto:Jason@bmfallic.com)>, Ritch Spires <[rspires@bmfallic.com](mailto:rspires@bmfallic.com)>  
**Subject:** estimate

Mark Bagley,

Good afternoon, I hope you are well and having a good day. Of course without having the truck here and being able to inspect it, this is a rough ball park estimate for all we talked about. Price should be between \$8,000.00 and \$10,000.00, maybe a little less, but should be no more. If you need a more accurate estimate, I have Ritch who will be in the area within the next week. I can have him come by and look at it, giving you a more accurate estimate. If you decide to have us take care of repairs to your truck, we will be more than glad to help you on any service needs as well.. Thanks for thinking of us, we appreciate the chance to do business with you

God Bless

Thanks  
Service Manager  
John Brinkman  
866.285.9305 – office  
256.468.3118 – mobile  
256.498.0924 – fax  
[www.firetruckmall.com](http://www.firetruckmall.com)

**AFFIDAVIT VERIFYING STATUS FOR  
CITY OF CARTERSVILLE BENEFIT APPLICATION**

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

DANN A. BOUWER

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

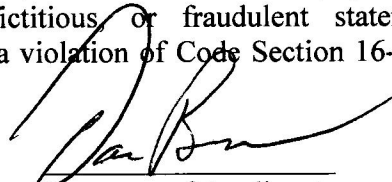
TEN-8 FIRE & SAFETY EQUIP OF GA, LLC

[Name of business, corporation, partnership]

1)  I am a United States citizen

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

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



Signature of Applicant:

7/28/2014

Date

DANN A. BOUWER

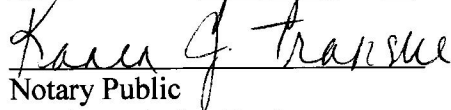
Printed Name:

7/28/2014

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

28<sup>th</sup> DAY OF July, 2014

  
Notary Public

My Commission Expires: 5/28/2018



**KAREN J. TRANSUE**  
MY COMMISSION # FF 107492  
EXPIRES: May 28, 2018  
Bonded Thru Budget Notary Services

\* \_\_\_\_\_  
Alien Registration number for non-citizens

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

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

205879  
EEV/Basic Pilot Program\* User Identification Number

[Signature]  
BY: Authorized Officer or Agent  
(Contractor Name)

7/28/2014  
Date

PRESIDENT  
Title of Authorized Officer or Agent of Contractor

DANN A. BOUWER  
Printed Name of Authorized Officer or Agent

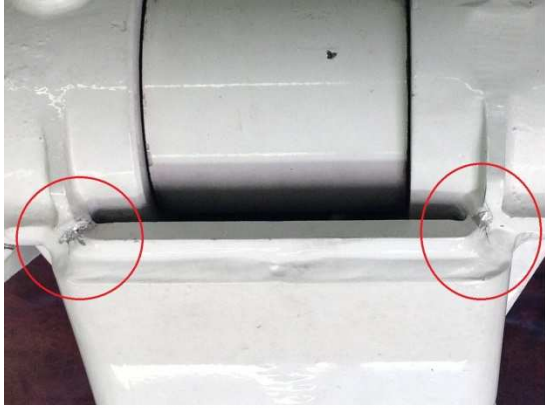
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
28<sup>th</sup> DAY OF July, 2014

Karen J. Transue  
Notary Public  
My Commission Expires: 5/28/2018



**KAREN J. TRANSUE**  
MY COMMISSION # FF 107492  
EXPIRES: May 28, 2018  
Bonded Thru Budget Notary Services

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



Two Cracks at the base of the ladder.  
This is at the pivot point of the turn  
table.



Close up of one of the cracks that  
must be repaired.



# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM  
Senior Aquatic Center - Honeywell Invoice

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Parks and Recreation
<b>Department Summary Recommendation:</b>	<p>During the May and June the Senior Aquatic Center's pool pak problems related to the compressors. While this work was being performed a leak was found in the coil. I requested and received an estimate in the amount of \$4,818.00. This was approved by city manager. While coil was being repaired, a valve in circuit #1 was discovered bad and replaced bringing the total invoice to \$7,412.00.</p> <p>I request your approval in paying this invoice from Honeywell.</p>
<b>City Manager's Remarks:</b>	Your approval of this repair is recommended.
<b>Financial/Budget Certification:</b>	This will be paid from repairs and maintenance.
<b>Legal:</b>	
<b>Associated Information:</b>	

**Honeywell International**

3097 Premiere Parkway Suite 100  
 Duluth, GA 30097  
 Phone – 770 689 0420 Fax – 770 689 0458  
 Email – kirk.gravatt@honeywell.com

**Honeywell**

<b>Customer</b>	City of Cartersville	<b>Date of Issue:</b>	June 29, 2014
<b>Address:</b>	PO Box 1390 Cartersville, GA 30120	<b>Quotation #:</b>	F62678529141
<b>Attn:</b>	Gregory Anderson	<b>Site Name:</b>	Cartersville Aquatic Center
<b>Phone:</b>	770-607-6173		

**WORK TO BE PERFORMED**

Honeywell will provide the labor, parts, and material to repair the refrigerant leak in Poolpak unit model SWHP100-07E-A03-R22.

**SCOPE OF WORK INCLUDES**

- Recover the R-22 refrigerant in accordance with EPA guidelines
- Partially disassemble the unit to allow access to the leaking coil
- Repair the refrigerant leak and perform a leak check to verify
- Recharge the circuit with new refrigerant
- Start up and test

**CLARIFICATIONS / EXCLUSIONS**

- Work will be performed during normal working hours
- Repair service to any other part of the system is not included

**TERMS AND CONDITIONS OF SALE**

Honeywell will perform the work quoted above in accordance with its Standard Terms and Conditions, incorporated by reference and available upon request. Terms of payment: 15 days from receipt of invoice. All projects with duration longer than 30 days will be invoiced monthly based on progress of the work.

**Rough Estimate \$4,818.00** (intended to be worst case, within reason)

THIS PROPOSAL is valid for 30 days.

THIS PROPOSAL IS HEREBY ACCEPTED:

\_\_\_\_\_  
 (Purchaser)

By: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

PO # / Credit Card # \_\_\_\_\_

**HONEYWELL INTERNATIONAL INC.**  
 Honeywell Building Solutions

By   
 \_\_\_\_\_  
 Honeywell Representative

# Honeywell

**BUILDING SOLUTIONS**

**INVOICE**

BILLING DATE	06/27/2014
ACCOUNT NUMBER	657666
INVOICE NUMBER	5229603018
DATE DUE	07/07/2014
AMOUNT DUE	7,412.00

PLEASE REMIT PAYMENT TO:

**INVOICE TO:**

CITY OF CARTERSVILLE  
P O BOX 1390  
CARTERSVILLE GA 30120

HONEYWELL INTERNATIONAL INC  
BUILDING SOLUTIONS  
12490 COLLECTIONS CENTER DR.  
CHICAGO IL 60693



411311300006702

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS

# Honeywell

BILLING DATE	06/27/2014
ACCOUNT NUMBER	657666
INVOICE NUMBER	5229603018
DATE DUE	07/07/2014
AMOUNT DUE	7,412.00

**BUILDING SOLUTIONS**

CUSTOMER PO NUMBER  
SIGNED WORKORDER

**INVOICE**

PAYMENT TERMS  
10 DAYS NET

QUANTITY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
		16055967 REPAIR REFRIGERANT LEAK IN THE COIL. LOCATED LEAK. DISASSEMBLED UNIT TO ACCESS LEAK. REPAIRED LEAK. LEAK CHECKED, NO AD DITIONAL LEAKS FOUND. ASSEMBLED UNIT. EVACUATED AND PREFORMED VACUUM TEST. CHARGED UNIT WITH NEW REFRIGERANT. FOUND SUPER HEAT VERY LOW CIRCUIT #1.TXV HAS FAILED. REMOVED REFRIGERANT FROM EVAPORATOR SECTION. REBUILT TXV. LEAK CHECKED & EVACUATED. SET FOR PROPER SUPERHEAT.		
		ALL FOR THE SUM OF		7,412.00
<p><i>JUL - 7 2014</i></p> <p><i>Cl Rec</i></p> <p><b>OUR JOB NUMBER:</b> F6267 <b>WORKSITE:</b> CARTERSVILLE SENIOR AQUATIC CENTER 1155 DOUTHIT FERRY RD CARTERSVILLE GA 30120</p> <p><b>DIRECT BILLING INQUIRIES AND CORRESPONDENCE TO:</b> YASMINE TELESFORD PHONE NO: 866-224-9454 FAX NO: 877-683-5263 YASMINE.TELESFORD@HONEYWELL.COM</p> <p><b>DIRECT SERVICE INQUIRIES TO :</b> SERVICE RESPONSE CENTER (877) 487-6720 gsrcservicedispatch@honeywell.com</p>				
PAY THIS AMOUNT IN USD			→	7,412.00

FEDERAL ID #: 22-2640650  
DUNS #: 13-969-1877

PAGE 1 OF 1





# City of Cartersville

City Council Meeting  
8/7/2014 7:00:00 PM  
GADOT - "Buy America" Certification

<b>SubCategory:</b>	Certification
<b>Department Name:</b>	
<b>Department Summary Recommendation:</b>	<p>First attached document is related to a change in requirements by Georgia Department of Transportation language for TE grant agreements. This change now requires "Buy America" language and certification as part of any related document.</p> <p>The second attached document is a "Utility Certification" letter that was already been approved by city council. This letter now includes the "Buy America" language. I recommend approval for Mayor to sign letter/document</p>
<b>City Manager's Remarks:</b>	This wording change is recommended for your approval.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

## Buy America Language for Utility Agreements

2013-11-19

Revised 2014-05-29

5. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- (a) Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- (b) A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled **“Buy America Certificate of Compliance”** is attached to this agreement as **“Exhibit B”** and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- (c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Original 5/17/2013

Revised 7/26/2013

**GEORGIA**  
**DEPARTMENT OF TRANSPORTATION**  
**BUY AMERICA**  
**CERTIFICATE OF COMPLIANCE**

Date \_\_\_\_\_, 2014

WE, the City of Cartersville Water and Sewer Department

Address: 148 Walnut Grove Road, Cartersville, GA 30120

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

CSTEE-0008-00 (067) Bartow P.I. No. 0008067 - Leake Mounds Trail-Riverwalk Link

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by \_\_\_\_\_ Title Mayor, City of Cartersville  
The Honorable Matthew J. Santini

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_



# City of Cartersville

P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120

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

DATE: July 15, 2014

Mr Kerry Bonner  
 Georgia Department of Transportation  
 District Six Utilities Engineer  
 P.O. Box 10  
 Cartersville, Georgia 30120

**RE: Request for Utility/Railroad Certification**

Project No: **CSTEE-0008-00(067)**

P.I. # **0008067**

Description: **Leake Mounds-Etowah Riverwalk Link – Bartow County**

Dear Mr. Bonner,

The City of Cartersville requests that Utilities for the above subject project be certified for funding authorization. I hereby certify that the appropriate research, field investigation, design considerations and coordination with the Utility/Railroad Owners on this project, as identified in the table below, have been performed, and further certify that all known utility related issues have been indentified and resolved as conforming to 23 CFR, PART 645, SUBPART A, and all Railroad related issues have been resolved as conforming to 23 CFR, PART 646. All necessary arrangements have been made for resolution to be undertaken and completed as required for proper coordination with the project's physical construction schedule.

This project is located on a state route.

**Status of Utilities/Railroad**

A. [ ] There are **NO** known utilities within the project limits.

B. [X] There are known utilities within the project limits.

Utility/Railroad Company	Utility Type	Status 1,2, 3 or 4	Conditional Restriction and Time
AT&T	Poles & Wires	1	None
GA. Power Transmission	Poles and Wires	2	None
GA. Power Co.	Poles and Wires	1	None
COMCAST Cable	Wires	3	None
City of Cartersville	Water and Sewer Lines	4	None
City of Cartersville	Gas	3	None
City of Cartersville	Electric	3	None
City of Cartersville	Fiber	3	None

Project Number: CSTEE – 0008-00 (067)

P.I. Number 0008067

Date: July 15, 2014

Page 2

**Status 1:** The Utility/Railroad Owner is in conflict with the project and requires relocation by the Utility/Railroad Owner during construction requiring coordination with the Contractor and the Utility/Railroad Owner. The relocations are non-reimbursable and the Utility/Railroad Owner will be relocating at no cost to the Local Government or the Department.

**Status 2:** The Utility/Railroad Owner is in conflict with the project and requires relocation by the Utility/Railroad Owner during construction requiring coordination with the contractor and the Utility/Railroad Owner. The reimbursable agreement (which included Buy America Clause) between the Local Government and the Utility/Railroad Owner is attached.

**Status 3:** The Utility/Railroad Owner is located within the project limits but requires no relocation work.

**Status 4:** Utility/Railroad relocation to be incorporated into the highway construction project contract which requires Buy America Clause

The Georgia Department of Transportation shall bear no cost in the Utility or Railroad relocation reimbursement for this project. Any Utility or Railroad Reimbursement Agreement required for construction of this project shall be between the City of Cartersville and the respective Utility or Railroad Owner. If a previously unknown conflict arises during construction that requires reimbursement, then the City of Cartersville shall be responsible for all such costs.

---

The Honorable Matthew J. Santini, Mayor  
City of Cartersville

---

Date