



City of Cartersville

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 8/18/2011
Work Session – 6:00 PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. August 4, 2011 (Page 4-10)

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B. Public Hearing

1. Public Hearing to Set the City of Cartersville M&O Property Tax Millage of 1.38 Mills for 2011 (Page 11-13)

[Attachments](#)

2. Public Hearing on the Cartersville City Schools Property Tax Millage of 17.23 Mills for 2011 (Page 14-16)

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3. Public Hearing on the Cartersville Business Improvement District Property Tax Millage of 2.50 Mills for 2011 (Page 17-19)

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C. Resolutions

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2. Amended Intergovernmental Agreement with Bartow County Regarding SPLOST 2014 (Page 23-61)

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3. Election Superintendent Appointment (Page 62-63)

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D. Contracts/Agreements

1. Bartow County Board of Elections (Page 64-76)

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2. Bartow County School System Regarding Adairsville High School Aquatic Center (Page 77-85)

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3. Rental Agreement with AIDS Alliance of Northwest Georgia (Page 86-93)

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4. Consent to Right of Entry Regarding Bob White Trail (Page 94-96)

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5. GDOT State Aid for Main Street Gateway Project (Page 97)

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E. Bid Award/Purchases

1. Emergency Storm Drain Repair- Roosevelt Street (Page 98-101)

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2. Police Pursuit Vehicles (Page 102-109)

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3. Press Feed Pump for Water Pollution Control Plant (Page 110-113)

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F. Monthly Financial Statement

1. June 2011 Unaudited Financial Report (Page 117-120)

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G. Presentations

1. Citizen Survey Results (Page 121-123)

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City of Cartersville

City Council Meeting
8/18/2011 7:00:00 PM
August 4, 2011

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

City Council Meeting
10 N. Public Square
August 4, 2011
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Pruitt

Pledge of Allegiance led by Council Member Tate

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

II. Regular Agenda

A. Council Meeting Minutes

1. July 21, 2011

A motion to approve the July 21, 2011 minutes as presented was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

B. Contracts/Agreements

1. Second Amendment to Sewer Service Agreement

Sam Grove, City Manager stated that this is an agreement between the City of Cartersville and the City of Emerson to provide sewer service. Mr. Grove stated that this amendment changes the date from August 1, 2011 to August 30, 2011 and recommended approval.

A motion to approve the Second Amendment to the Sewer Service Agreement was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

2. Memorandum of Understanding with Appalachian Valley Fiber Network

Sam Grove, City Manager stated that the Fiber Department has worked out an agreement with Appalachian Valley Fiber Network (AVFN) to provide the city with dark fiber from the Cartersville-Bartow Airport to our fiber hub at Cook Street. AVFN will provide the dark fiber in lieu of the city allowing AVFN to over latch to our existing fiber attachments that are connected

to City or Georgia Power utility poles. Mr. Grove stated that there is no cost to the city for this venture, and at the same time it expands our service area. Mr. Grove recommended approval of this Memorandum of Understanding.

A motion to approve the Memorandum of Understanding with Appalachian Valley Fiber Network was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

C. Bid Award/Purchases

1. Purchase of Tractor and Rotary Cutter

Gary Riggs, Gas Department Superintendent state that he had requested and received bids for a tractor and rotary cutter to maintain the City Right of Ways. In the past, this work has been contracted out. Mr. Riggs recommended accepting the low bid, which meets all of the specifications, from Bartow Farm & Lawn for a total of \$30,049.00.

A motion to approve the purchase from Bartow Farm & Lawn was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

2. Gas Main Relocation Related to Public Safety Center

Gary Riggs, Gas Department Superintendent stated that as part of the Public Safety Center project, it is necessary to relocate approximately 1,000 feet of the city's 8" main. Mr. Riggs stated that bids were requested and received and recommended accepting the low bids from Consolidated Pipe for pipe in the amount of \$20,150.00 and S. J. Patterson for the control fittings in the amount of \$6,697.92 and for the tapping and stopping operation in the amount of \$5,600.00 for a grand total of \$32,447.92.

A motion to approve the low bids from Consolidated Pipe and S. J. Patterson was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

3. Pettit Creek Trail Phase II

Greg Anderson, Parks and Recreation Director stated that bids were solicited and received for the Pettit Creek Trail Phase II. All three bidders came in above budget; therefore several items were modified, including reducing the trail width to 8 feet, eliminating the bridge and continuing the boardwalk, and several other items. The final total of the remaining pay items is \$333,535.79 leaving approximately \$24,000.00 in the budget for contingencies. This project is funded through a combination of DNR grant and budgeted items. Mr. Anderson recommended award of this modified contract to the low bidder Georgia Development Partners.

A motion to approve the modified contract to Georgia Development Partners was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried

unanimously. Vote 5-0

4. West Avenue/Railroad Ditch Drainage

Bobby Elliott, Public Works Superintendent stated that after the flooding events of July 2010, the Public Works Department spent \$50,000 approved by Mayor and City Council to repair a West Main Street culvert collapse and to clear out some major obstructions inside the drainage channel alongside the CSX railroad right-of-way that drains the Church Street drainage basin to the Etowah River. Although some large trees and debris clogs were removed at that time, additional work along the upper portion of this system still needs some clearing. The railroad trussell close to the midpoint of this channel is clogged again and the upstream portion of the channel closest to town was not cleaned out sufficiently last year. Flooding occurred again last week with a highly intensified storm and some adjacent businesses took flood water. Mr. Elliott stated that the city would like to clean the remaining portions of the main ditch channel and also deepen and widen the existing channel that exists along the eastern side of the railroad from the Daily Tribune office downstream, approximately 1,250 linear feet, to a culvert that crosses the railroad. This upgrade would also require replacing existing piping under West Avenue with a larger size to convey more flood water. To perform all the work aforementioned, Mr. Elliott requested Mayor and City Council to approve a "not-to-exceed" sum in the amount of \$70,000 to cover all the main ditch channel cleaning, the re-working of the channel east of the railroad (1,250 linear feet), upgrade the new piping crossing West Avenue and cover costs of all materials associated with the work. CSX has agreed to allow us to clear the main channel again and they will evaluate our piping upgrade in a couple of weeks. Mr. Elliott recommended Johnny's Grading and Hauling, which is the same contractor used preciously on this railroad corridor.

A motion to approve the agreement with an amount not to exceed \$70,000.00 was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

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

D. Added Item

1. Downtown Development Revolving Loan Fund

Liz Hood, Downtown Development Director stated that this is an application and authorizing resolution for a Georgia Department of Community Affairs Revolving Loan for the Oakwood Café located at 148 West Main Street. The applicant, Kolt Privett has completed the application for the loan but requires council approval to complete the process. Ms. Hood recommended approval of both the application and authorizing Resolution.

A motion to approve the application and authorizing Resolution No. 17-11 was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried

unanimously. Vote 5-0

Resolution No. 17-11

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DOWNTOWN DEVELOPMENT REVOLVING LOAN FUND APPLICATION TO THE DEPARTMENT OF COMMUNITY AFFAIRS ON BEHALF OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF CARTERSVILLE AND IF SUCH APPLICATION IS APPROVED BY THE DEPARTMENT OF COMMUNITY AFFAIRS AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CARTERSVILLE, THE DOWNTOWN DEVELOPMENT AUTHORITY OF CARTERSVILLE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AUTHORIZING THE DOWNTOWN DEVELOPMENT AUTHORITY OF CARTERSVILLE TO BORROW AND BE THE SUB-RECIPIENT OF LOAN FUNDS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND IN TURN TO LEND SUCH FUNDS TO BE USED FOR PRIVETT ENTERPRISES LLC AND THE OAKWOOD CAFE FOR THE BUILDING AT 148 WEST MAIN STREET, IN THE CITY OF CARTERSVILLE, IN BARTOW COUNTY, GEORGIA, FOR USE AS A RESTAURANT; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER ANY AND ALL OTHER DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION; AUTHORIZING THE MAYOR TO TAKE ANY AND ALL ACTION CONSISTENT WITH THIS RESOLUTION; REPEALING CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the Downtown Development Revolving Loan Fund (“DD RLF”) program, the Georgia Department of Community Affairs, after application from a local government on behalf of a downtown project and approval of said application, makes a loan to an authority, which in turn utilizes these funds to make a loan for said downtown project in furtherance of the downtown development goals of both the Department and the City of Cartersville (the “City”);

WHEREAS, the City is a municipal corporation of the State of Georgia and as such has the power to apply for funds from state agencies and has the power to enter into intergovernmental agreements to provide and receive services authorized by law;

WHEREAS, the City supports and agrees with plans presented by Kolt Privett for kitchen build out and development of a restaurant at 148 West Main Street, Cartersville, Georgia and therefore wishes to assist in the implementation of said plans, and, if awarded by the Department, wishes to support said plans by entering into an intergovernmental contract with the Department and the Downtown Development Authority of Cartersville (the “Authority”);

WHEREAS, the City has determined that the establishment of a restaurant at 148 West Main Street, Cartersville, Georgia will promote downtown development for the public good in the City; and

WHEREAS, an intergovernmental contract is needed to ensure the City's co-operation in implementing needed inspection and other valuable local government services;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF CARTERSVILLE, GEORGIA as follows:

1. **Authorization to execute DD RLF application.** The City is hereby authorized to apply for DD RLF funds on behalf of the downtown project described as follows: Redesign of the interior of the building located at 148 West Main Street and purchase of fixtures and equipment to enable the opening of a restaurant.

2. **Authorization to Enter Into Intergovernmental Agreement and other Documents Necessary to Close the Transaction.** Provided the Department approves the application for DD RLF funds for the project referred to herein, the City is hereby authorized to enter into an intergovernmental agreement with the Department and the Authority in order to implement a loan from the Department to the Authority. Also, provided the Department approves the application for DD RLF funds for the project referred to herein, the City is hereby authorized to enter into other agreements consistent with this resolution that may be necessary to close the transaction, subject to approval by the Mayor and City Manager.

3. **Authorization to Execute Intergovernmental Agreement and other Documents Necessary to Close the Transaction.** The City hereby authorizes its Mayor or such other officers and agents of the City as approved by the City Council of the City to execute the Intergovernmental Agreement and such other agreements and documents consistent with this resolution as may be necessary to close the loan from the Authority to the final borrower of funds, subject to approval by the Mayor and City Manager.

4. **Ratification.** Any and all actions previously or subsequently taken by the officers or agents of the City consistent with the foregoing Resolutions are hereby approved, ratified and confirmed in all respects.

5. **Repeal of Conflicting Resolutions.** Any and all resolutions or parts thereof which conflict with or are inconsistent with this Resolution are hereby repealed.

SO BE IT RESOLVED, this 4th day of August, 2011.

THE CITY OF CARTERSVILLE

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

Attest:

/s/ Connie Keeling
Connie Keeling
City Clerk

E. Citizen Survey Results

1. Public Safety including Police, Fire, EMS, and Environmental Hazards

Tom Quist, Assistant to the City Manager presented a portion of the results from the recently completed Citizen Survey pertaining to the Citizen Perceptions of Public Safety including Police, Fire, EMS, and Environmental Hazards.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
8/18/2011 7:00:00 PM

Public Hearing to Set the City of Cartersville M&O Property Tax Millage of 1.38 Mills for 2011

SubCategory:	Public Hearing
Department Name:	Finance
Department Summary Recommendation:	The property taxes received from the Cartersville M&O property tax millage are used for general city government purposes, which include police, fire, recreation, public works, etc. The proposed millage rate of 1.38 mills is considered the property tax rollback rate. Homeowners will essentially will be paying the same amount of M&O property taxes as they did in 2010. I recommend approval of the Cartersville M&O property tax millage of 1.38 mills for 2011.
City Manager's Remarks:	This public hearing is required by state law to set the City portion of the property tax levy.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE M & O
CURRENT 2011 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

Item # 2

	<u>CITY</u>											
	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>Proposed</u>					
Real & Personal	\$846,117,942	\$907,673,700	\$960,108,024	\$966,252,164	\$912,703,762	\$890,864,639						
Motor Vehicle	\$45,443,566	\$46,233,895	\$47,924,571	\$49,370,250	\$42,000,562	\$40,419,370						
Mobile Homes	\$33,663	\$30,719	\$24,559	\$24,559	\$24,588	\$24,399						
Timber - 100%	\$0	\$0	\$19,736	\$29,765	\$42,160	\$0						
Heavy Duty Equipment	\$535,680	\$523,402	\$443,740	\$119,309	\$15,720	\$33,200						
Public Utilities	\$8,735,286	\$11,056,043	\$10,542,715	\$16,053,026	\$10,017,913	\$9,574,680						
Gross Digest	\$900,866,137	\$965,517,759	\$1,019,063,345	\$1,031,849,073	\$964,804,705	\$940,916,288						
Less: M&O Exemptions	\$17,204,412	\$17,175,809	\$18,181,045	\$17,919,726	\$13,439,095	\$13,594,461						
Net M&O Digest	\$883,661,725	\$948,341,950	\$1,000,882,300	\$1,013,929,347	\$951,365,610	\$927,321,827						
M&O Millage	1.42	1.40	1.38	1.38	1.38	1.38						
Dollars Generated	\$1,254,800	\$1,327,679	\$1,381,218	\$1,399,222	\$1,312,885	\$1,279,704						
Total \$ Increase/(Decrease)	\$42,374	\$72,879	\$53,539	\$18,004	(\$86,338)	(\$33,180)						
% Increase/Decrease(-)	3.49%	5.81%	4.03%	1.30%	-6.17%	-2.53%						
Total Millage Rate	* 1.42	* 1.40	* 1.38	1.38	1.38	1.38						

Millage Rate to be set by Cartersville City Council on Thursday, August 18, 2011
7:00 P.M. in the Council Chambers, 3rd Floor, City Hall, Public Square, Cartersville, GA

* Reflects the millage rate rollback

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2011

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	2010 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2011 DIGEST
REAL	664,254,340	0	-18,098,165	646,156,175
PERSONAL	258,467,335		-4,184,191	254,283,144
MOTOR VEHICLES	42,000,562		-1,581,192	40,419,370
MOBILE HOMES	24,588		-189	24,399
TIMBER -100%	42,160		-42,160	0
HEAVY DUTY EQUIP	15,720		17,480	33,200
GROSS DIGEST	964,804,705	0	-23,888,417	940,916,288
EXEMPTIONS	13,439,095	0	155,366	13,594,461
NET DIGEST	951,365,610	0	-24,043,783	927,321,827
FLPA Reimbursement Value	0		0	0
Adjusted NET DIGEST	951,365,610	0	-24,043,783	927,321,827
	(PYD)	(RVA)	(NAG)	(CYD)
2010 MILLAGE RATE >>>	1.380	2011 PROPOSED MILLAGE RATE >>>		1.380

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2010 Net Digest	PYD	951,365,610	
Net Value Added-Reassessment of Existing Real Property	RVA	0	
Other Net Changes to Taxable Digest	NAG	-24,043,783	
2011 Net Digest	CYD	927,321,827	(PYD+RVA+NAG)
2010 Millage Rate	PYM	1.380	
Millage Equivalent of Reassessed Value Added	ME	0.000	(RVA/CYD) * PYM
Rollback Millage Rate for 2011	RR	1.380	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2011 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	1.380
	2011 Millage Rate	1.380
	Percentage Increase	0.00%

CERTIFICATIONS

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

Chairman, Board of Tax Assessors

Date

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

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2011 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2011 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 2011 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 2011 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
8/18/2011 7:00:00 PM

Public Hearing on the Cartersville City Schools Property Tax Millage of 17.23 Mills for 2011

SubCategory:	Public Hearing
Department Name:	Finance
Department Summary Recommendation:	The City Council approves a property tax millage rate for city residents where all of the property taxes collected are used by the Cartersville School Board. For 2010, the property tax millage rate for the Cartersville School System was 17.23 mills. For 2011, the Cartersville School Board requests the City Council to maintain the millage rate at 17.23 mills. I recommend approval of the Cartersville School System property tax millage rate of 17.23 mills for 2011.
City Manager's Remarks:	This public hearing is required by state law to set the Cartersville City Schools property tax levy.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
CARTERSVILLE CITY SCHOOLS
CURRENT 2011 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

* Reflects the millage rate rollback

CITY SCHOOL	Proposed				
	2006	2007	2008	2009	2010
Real & Personal	\$847,205,213	\$907,673,700	\$960,108,024	\$966,252,164	\$912,703,762
Motor Vehicle	\$45,443,566	\$46,233,895	\$47,924,571	\$49,370,250	\$42,000,562
Mobile Homes	\$33,663	\$30,719	\$24,559	\$24,559	\$24,588
Timber - 100%	\$0	\$0	\$19,736	\$29,765	\$42,160
Heavy Duty Equipment	\$535,680	\$523,402	\$443,740	\$119,309	\$15,720
Public Utilities	\$8,735,286	\$11,056,043	\$10,542,715	\$16,053,026	\$10,017,913
Gross Digest	\$901,953,408	\$965,517,759	\$1,019,063,345	\$1,031,849,073	\$964,804,705
Less: M&O Exemptions	\$45,238,720	\$45,453,676	\$49,103,845	\$47,339,526	\$43,408,387
Net M&O Digest	\$856,714,688	\$920,064,083	\$969,959,500	\$984,509,547	\$921,396,318
M&O Millage	17.23	17.23	17.23	17.23	17.23
Dollars Generated	\$14,761,194	\$15,852,704	\$16,712,402	\$16,963,099	\$15,875,659
Total \$ Increase/(Decrease)	\$570,723	\$1,091,510	\$859,698	\$250,697	(\$1,087,441)
% Increase/Decrease(-)	4.02%	7.39%	5.42%	1.50%	-6.41%
Total Millage Rate	* 17.23	17.23	17.23	17.23	17.23

Millage Rate to be set by Cartersville City Council on Thursday, August 18, 2011
7:00 P.M. in the Council Chambers, 3rd Floor, City Hall, Public Square, Cartersville, GA

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2011				
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	2010 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2011 DIGEST
REAL	664,254,340	0	-18,098,165	646,156,175
PERSONAL	258,467,335		-4,184,191	254,283,144
MOTOR VEHICLES	42,000,562		-1,581,192	40,419,370
MOBILE HOMES	24,588		-189	24,399
TIMBER -100%	42,160		-42,160	0
HEAVY DUTY EQUIP	15,720		17,480	33,200
GROSS DIGEST	964,804,705	0	-23,888,417	940,916,288
EXEMPTIONS	43,408,387	0	342,874	43,751,261
NET DIGEST	921,396,318	0	-24,231,291	897,165,027
FLPA Reimbursement Value	0		0	0
Adjusted NET DIGEST	921,396,318	0	-24,231,291	897,165,027
	(PYD)	(RVA)	(NAG)	(CYD)
2010 MILLAGE RATE >>>	17.230	2011 PROPOSED MILLAGE RATE >>>		17.230
DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA	
2010 Net Digest	PYD	921,396,318		
Net Value Added-Reassessment of Existing Real Property	RVA	0		
Other Net Changes to Taxable Digest	NAG	-24,231,291		
2011 Net Digest	CYD	897,165,027	(PYD+RVA+NAG)	
2010 Millage Rate	PYM	17.230		
Millage Equivalent of Reassessed Value Added	ME	0.000	(RVA/CYD) * PYM	
Rollback Millage Rate for 2011	RR	17.230	PYM - ME	
COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES				
If the 2011 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)		Rollback Millage Rate	17.230	
		2011 Millage Rate	17.230	
		Percentage Increase	0.00%	
CERTIFICATIONS				
I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.				
_____		_____		
Chairman, Board of Tax Assessors		Date		
I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.				
_____		_____		
Tax Collector or Tax Commissioner		Date		
I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2011 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2011 is _____				
CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION				
<p>___ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2011 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.</p> <p>___ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2011 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.</p>				
_____		_____		_____
Signature of Responsible Party		Title		Date



City of Cartersville

City Council Meeting
8/18/2011 7:00:00 PM

Public Hearing on the Cartersville Business Improvement District Property Tax Millage of 2.50 Mills for 2011

SubCategory:	Public Hearing
Department Name:	Finance
Department Summary Recommendation:	The 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 this area. The Downtown Development Authority (DDA) works with the local businesses to use these funds to improve the downtown area. DDA requests Council's approval to keep the Business Improvement District property tax millage at 2.50 mills for 2011. I recommend approval of the Cartersville Business Improvement District property tax millage of 2.50 mills for 2011.
City Manager's Remarks:	This public hearing is required by state law in order to set the BID property tax levy for 2011.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**CITY OF CARTERSVILLE
DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS IMPROVEMENT DISTRICT
CURRENT 2011 TAX DIGEST AND 5 YEAR HISTORY OF LEVY**

Item # 4

* Reflects the millage rate rollback

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	Proposed
<u>CITY - DDA</u>							
Real & Personal	\$9,090,824	\$8,891,716	\$10,996,112	\$10,513,472	\$10,499,206	\$10,201,222	\$10,201,222
Motor Vehicle							
Mobile Homes							
Timber - 100%							
Heavy Duty Equipment							
Public Utilities							
Gross Digest	\$9,090,824	\$8,891,716	\$10,996,112	\$10,513,472	\$10,499,206	\$10,201,222	\$10,201,222
Less: M&O Exemptions	\$0	\$28,000	\$0	\$30,000	\$30,000	\$30,000	\$25,000
Net M&O Digest	\$9,090,824	\$8,863,716	\$10,996,112	\$10,483,472	\$10,469,206	\$10,176,222	\$10,176,222
M&O Millage	2.12	2.50	2.50	2.50	2.50	2.50	2.50
Dollars Generated	\$19,273	\$22,159	\$27,490	\$26,209	\$26,173	\$25,441	\$25,441
Total \$ Increase/(Decrease)	\$2,199	\$2,886	\$5,331	(\$1,281)	(\$36)	(\$732)	(\$732)
% Increase/Decrease(-)	12.88%	14.97%	24.06%	-4.66%	-0.14%	-2.80%	-2.80%
Total Millage Rate	* 2.12	2.50	2.50	2.50	2.50	2.50	2.50

Millage Rate to be set by Cartersville City Council on Thursday, August 18, 2011
7:00 P.M. in the Council Chambers, 3rd Floor, City Hall, Public Square, Cartersville, GA

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2011

COUNTY **BARTOW** TAXING JURISDICTION **DIST. 11 D.D.A.**

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	2010 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2011 DIGEST
REAL	10,453,126	0	-251,904	10,201,222
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
GROSS DIGEST	10,453,126	0	-251,904	10,201,222
EXEMPTIONS		0	0	
NET DIGEST	10,453,126	0	-251,904	10,201,222
FLPA Reimbursement Value	0		0	0
Adjusted NET DIGEST	10,453,126	0	-251,904	10,201,222
	(PYD)	(RVA)	(NAG)	(CYD)
2010 MILLAGE RATE >>>	2.500	2011 PROPOSED MILLAGE RATE >>>		2.500

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2010 Net Digest	PYD	10,453,126	
Net Value Added-Reassessment of Existing Real Property	RVA	0	
Other Net Changes to Taxable Digest	NAG	-251,904	
2011 Net Digest	CYD	10,201,222	(PYD+RVA+NAG)
2010 Millage Rate	PYM	2.500	
Millage Equivalent of Reassessed Value Added	ME	0.000	(RVA/CYD) * PYM
Rollback Millage Rate for 2011	RR	2.500	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2011 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	2.500
	2011 Millage Rate	2.500
	Percentage Increase	0.00%

CERTIFICATIONS

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

Chairman, Board of Tax Assessors Date

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

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2011 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2011 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 2011 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 2011 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
8/18/2011 7:00:00 PM
Sunday Alcohol Sales**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	<p>MEMO To: Mayor and City Council From: E. Keith Lovell, Assistant City Attorney Date: August 11, 2011 Re: Sunday Sales</p> <p>It is my understanding that the Council wishes to consider Sunday Sales by package. I have attached a proposed Resolution.</p> <p>The proposed effective date for sale to commence would be December 2, 2011 assuming it passes and after the Mayor and City Council approve by Ordinance said Sunday Sales.</p> <p>EKL/src</p>
City Manager's Remarks:	Passage of this resolution will place the Sunday Sale of package alcohol on the ballot for November. Your approval of the resolution is recommended.
Financial/Budget Certification:	
Legal:	Prepared by City Attorney's office
Associated Information:	

Resolution No. _____

Resolution calling for referendum to allow the citizens of the City of Cartersville, Georgia to vote on whether to authorize retailers to sell by package, malt beverages, wine and distilled spirits, on Sundays between the hours of 12:30 p.m. and 11:30 p.m. effective December 2, 2011.

WHEREAS, the City of Cartersville, Georgia (hereinafter referred to as the “City”) is a municipality duly formed and existing pursuant to Georgia law; and

WHEREAS, the General Assembly of the State of Georgia has enacted legislation authorizing the City to permit and regulate package sales by retailers of malt beverages, wine and distilled spirits on Sundays between the hours of 12:30 p.m. and 11:30 p.m. if such sales are approved in a referendum by the electors of the City voting in an election as called and conducted in a manner authorized under O.C.G.A. 21-2-540; and

WHEREAS, the City of Cartersville, Georgia has the legislative power to adopt clearly reasonable ordinances, resolutions or regulations relating to its property, affairs and local government for which no provision has been made by general laws, and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, the Mayor and Council of the City, in compliance with the laws passed by the General Assembly, desire to allow the citizens of the City to vote their desires with respect to the authorization of the City to permit and regulate package sales by retailers of malt beverages, wine, and distilled spirits on Sundays between the hours of 12:30 p.m. and 11:30 p.m. effective December 2, 2011.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Mayor and Council of the City of Cartersville, by the lawful authority vested in them, that the City shall permit and regulate package sales by retailers of malt beverages, wine, and distilled spirits on Sundays between the hours of 12:30 p.m. and 11:30 p.m., effective December 2, 2011 as authorized by O.C.G.A. 3-3-7(q)(1) or such other laws as may authorize such sales;

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, by the lawful authority vested in them, that the sale of package of malt beverage, wine, and distilled spirits shall be subject to approval of the electors of the city by vote in a referendum to be called in accordance with the laws of the State of Georgia and that the election superintendent shall issue the call and shall conduct the election on a date and in the manner authorized under O.C.G.A. 21-2-540 and any and all other applicable laws, if any, and;

NOW, THEREFORE, BET IT RESOLVED AND ORDAINED by the Mayor and City Council of the city of Cartersville, Georgia, that if said referendum is passed by the voters, the Mayor and City Council shall have a first reading on November 17th and a second reading on December 1st to approve an ordinance authorizing the package sale of malt beverage, wine and distilled spirits on Sunday to be effective December 2, 2011.

BE IT AND IT IS HEREBY RESOLVED this _____ day of _____, 2011.

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

ATTEST:

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



City of Cartersville

City Council Meeting
8/18/2011 7:00:00 PM

Amended Intergovernmental Agreement with Bartow County Regarding SPLOST 2014

SubCategory:	Resolutions
Department Name:	
Department Summary Recommendation:	<p>MEMO To: Mayor and City Council From: E. Keith Lovell, Assistant City Attorney Date: August 11, 2011 Re: Splost Agreement</p> <p>After further negotiations with the County and upon recommendation from our joint consultants, the Splost Intergovernmental Agreement that you approved at the July 21, 2011 meeting has been clarified and has an altered distribution and collection schedule. Based upon this, Staff is requesting your reconsideration of this Agreement to approve the proposed changes. In a nutshell, the major changes are as follows:</p> <p>(1) The first \$6,536,677.00 which was to be collected by the City from the Splost will be given directly to the County to pay off the JDA Park debt. Once that number is reached, we will collect based on the census population numbers; then.</p> <p>(2) For 49 months beginning January, 2016 reduce our collection by \$57,000.55 each month to pay off the utility acquisitions.</p> <p>The anticipated monthly collection amount is approximately \$294,000. However, if we are short, we will need to pay out of the general fund the difference, if any. Exhibit "D" and Exhibit "L" may have slight changes as numbers are finalized. Dan Porta can explain the numbers in more detail if you need it.</p> <p>EKL/src</p>
City Manager's Remarks:	This item needs to be reviewed and finalized in preparation for the Fall SPLOST vote.
Financial/Budget Certification:	
Legal:	This comes from the City Attorney's office
Associated Information:	

Resolution No. _____

WHEREAS, the Mayor and City Council for the City of Cartersville has a list of SPLOST projects for approval subject to the November SPLOST election, and

WHEREAS, an Intergovernmental Agreement between various entities within Bartow County including the City of Cartersville is necessary in connection therewith,

WHEREAS, the Mayor and City Council approved as to the form of the proposed Intergovernmental Agreement at its July 21, 2011 meeting,

WHEREAS, since said date there have been substantial changes and alterations to the proposed distribution and collection schedule,

WHEREAS, City staff considers these changes substantive in nature and are requesting that the Mayor and City Council reconsider said agreement as it determines if it is in the best interest and promotes the general public safety, health and welfare of the City.

NOW THEREFORE BE IT RESOLVED, that the attached Intergovernmental Agreement is hereby approved and the Mayor and City Clerk is authorized to sign the final version thereof in substantially the form submitted to the Mayor and Council with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor.

BE IT FURTHER RESOLVED, that the attached Intergovernmental Agreement, including Exhibit "L" to said Agreement as to disbursement is hereby approved and authorized.

BE IT FURTHER RESOLVED, that the attached Exhibit "D" to said Agreement of projects for the City of Cartersville are hereby approved and authorized.

BE IT AND IT IS HEREBY RESOLVED, this _____ day of August, 2011.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk

REVISIONS - 8/5/2011

**INTERGOVERNMENTAL AGREEMENT UNDER
O.C.G.A. §48-8-110 et. seq.**

THIS AGREEMENT is made and entered into effective as of the ____ day of _____, 2011, between BARTOW COUNTY, GEORGIA, a body politic and a subdivision of the State of Georgia (hereinafter referred to as the "County"), and the CITIES OF ADAIRSVILLE, CARTERSVILLE, EMERSON, EUHARLEE, KINGSTON AND WHITE, GEORGIA, municipal corporations of the State of Georgia (hereinafter referred to sometimes as "Municipalities" and sometimes by their respective municipal names) and the BARTOW-CARTERSVILLE SECOND JOINT DEVELOPMENT AUTHORITY, a public corporation of the State of Georgia (hereinafter referred to as the "Second JDA").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Georgia under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the City of Adairsville ("Adairsville") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Cartersville ("Cartersville") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Emerson ("Emerson") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Euharlee ("Euharlee") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Kingston ("Kingston") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of White ("White") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the Second JDA is a public corporation of the State of Georgia created by the Joint Resolution of the Commissioner of Bartow County and the City Council of the City of Cartersville; and

WHEREAS, the Municipalities of Adairsville, Cartersville, Emerson, Euharlee, Kingston and White (hereinafter collectively referred to as the "Municipalities") are empowered and authorized to enter into intergovernmental contracts and agreements with the County; and

WHEREAS, the Second JDA is empowered and authorized to enter into intergovernmental contracts and agreements with the County and the Municipalities; and

WHEREAS, the Second JDA, the County and the Municipalities deem it to be in the best interest of the special district of Bartow County created by Section 48-8-110.1(a) of the Official Code of Georgia Annotated (the "Special District") to improve public services in the Special District by carrying out the hereinafter described capital outlay projects, and the most feasible plan for providing funds to pay the costs of such capital outlay projects is to reimpose a special one percent sales and use tax (the "Sales Tax"), upon the termination of the special one percent sales and use tax presently in effect, pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the "Sales Tax Law"); and

WHEREAS, the County and the Municipalities desire to improve or construct water distribution systems and/or sewage treatment systems for the benefit of residents of Bartow County and its Municipalities; and

WHEREAS, the County and the Municipalities desire to construct, renovate and improve roads, streets, sidewalks, bridges and buildings located both within the unincorporated and incorporated areas of the County, including relocation of utilities for and improvements of surface water drainage from said roads, streets and bridges; and

WHEREAS, the County and the Municipalities desire to provide for an 800 Megahertz System; and

WHEREAS, the County and the Municipalities desire to provide for landfill expansion; and

WHEREAS, the County and the Municipalities desire to provide for recreation improvements; and

WHEREAS, the County desires to provide for renovation and restoration of the Historic Bartow County Courthouse; and

WHEREAS, the County and the Municipalities desire to provide for the acquisition of capital equipment necessary for local government operations; and

WHEREAS, in order to benefit the residents of the County, the Municipalities specifically agree to undertake to provide the capital outlay projects described herein upon receipt of a portion of the Sales Tax proceeds; and

WHEREAS, in order to benefit the residents of the County, the Second JDA agrees to acquire an industrial park from the Bartow-Cartersville Joint Development Authority; and

WHEREAS, in order to benefit the residents of the County, Cartersville agrees to acquire gas utility improvements from the Cartersville Building Authority; and

WHEREAS, in order to benefit the residents of the County, the County agrees to acquire water and sewer utility improvements from the Cartersville Building Authority; and

WHEREAS, the Second JDA, the County and the above named Municipalities deem it appropriate to enter into an agreement to undertake the various capital outlay projects as hereinabove outlined; and

WHEREAS, the County desires to fund the various described capital outlay projects through the imposition of the Sales Tax as permitted by the Sales Tax Law; and

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, and in accordance with Article IX, Sect. III, Para. 1 of the Constitution of the State of Georgia.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. RECITALS.** The foregoing recitals, each being true, are made a part of this Agreement by reference.
- 2. TERM; EXCESS SALES TAX COLLECTIONS.** The term of this Agreement shall commence with the execution and delivery hereof and shall extend until the termination of the Sales Tax or the failure of the Sales Tax to achieve voter approval. Any Sales Tax collections in excess of \$220,000,000 shall be disbursed to the County and Municipalities based upon the respective percentages stated herein. Revenues in

excess of \$220,000,000 shall be used by the County and respective Municipalities to: (1) complete projects herein listed; (2) retire existing general obligation debt; and (3) if no existing general obligation debt exists, disburse as provided by law.

3. DEFINITIONS. Words in this Agreement shall have their ordinary and customary meaning as defined by a standard dictionary unless this Agreement otherwise specifically states or is required by the context herein.

4. PROJECTS. The Second JDA, the County and the Municipalities shall undertake and make a bona fide effort to complete within the term of this Agreement the following capital outlay projects (the "Projects"), for the use and benefit of the residents of the entire County;

a) With respect to Bartow County – see Attachment "A"

b) With respect to road, street, bridge and building improvements:

1) The County pursuant to the terms and conditions of this Agreement shall undertake to complete the projects as identified in Attachment "B".

c) A joint County and Municipalities improvement to jointly fund the construction and equipping of an 800 Megahertz System as shown on Attachment "I"

d) A joint County and Municipalities improvement, to jointly fund the construction and equipping for landfill expansion as shown on Attachment "I".

e) The Second JDA, pursuant to the terms and conditions of this Agreement, shall acquire an industrial park from the Bartow-Cartersville Joint Development Authority.

f) The County and the Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston and White pursuant to the terms and conditions of this Agreement shall undertake to complete their respective additional improvements and projects as outlined in Attachments " " .

g) The projects listed and described in the attachments to this Agreement are listed by category and within each category are listed in order of priority except that such order may be changed or projects may be added to or deleted from such list in the discretion of the County or Municipalities depending on the amount of funds ultimately available raised through the tax and any matching funds; provided, however, that any such changes, additions or deletions

shall be done in accordance with the Sales Tax Law.

h) All Capital outlay projects included in this Agreement shall be funded from proceeds from the Sales Tax, except as otherwise agreed in this Agreement.

5. ACQUISITION AND CONSTRUCTION OF PROJECTS.

(a) The parties shall promptly move forward, as funds become available, with the acquisition, construction and installation of their respective Projects in an efficient and economical manner, at a reasonable cost, substantially in accordance with the descriptions contained in Attachments "A"- " ____" and in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the parties of the Projects. In this connection, the parties agree to fully cooperate with one another and to assist in obtaining necessary rights-of-way and easements.

(b) Each party acknowledges that the completion of the Projects for which it is the responsible party is important to the overall goal of improving the quality of the infrastructure within the County, in order to benefit the residents of the County. Each party further acknowledges that its participation in and adherence to the terms of this Agreement are crucial to the funding and development of the Projects. For purposes of coordination of utilities location and planning for growth and provision of County services, any Projects (or portion thereof) which will be located in or connect with the unincorporated area of the County shall require the prior approval of the parties. Such approval shall not be unreasonably withheld.

6. CONDITIONS PRECEDENT.

The obligations of each party to this Contract are conditioned upon the imposition of the Sales Tax pursuant to and in accordance with the provisions of the Sales Tax Law.

7. FUNDING OF PROJECTS.

(a) In order to fund the Projects, the County shall, subject to referendum approval and the other requirements of the Sales Tax Law, impose a one percent (1%) Special Purpose Local Option Sales Tax for a period of six (6) years during which period there is anticipated to be collected from the Net Proceeds (as defined in the Act) of such tax the sum of \$220,000,000.

(b) The Net Proceeds of the Sales Tax shall be received by the County from the State. The Net Proceeds shall be placed in a "Sales Tax Fund" created by the County pursuant to Section 8 hereof for disbursement to the parties to this Agreement as soon as practical after the receipt of said funds by the County from the State.

(1) Said funds shall be deposited into a special "Sales Tax Fund" created by the each respective party to this Agreement.

(2) Of the Net Proceeds of the Sales Tax, the County shall disburse for the Adairsville Projects an amount equal to the Adairsville Percentage (as hereinafter defined) of the Net Proceeds of the Sales Tax received by the County, which amount shall be the maximum cost of the Adairsville Projects which may be funded from the proceeds of the Sales Tax.

(3) Of the Net Proceeds of the Sales Tax, the County shall disburse for the Cartersville Projects an amount equal to the Cartersville Percentage (as hereinafter defined) of the Net Proceeds of the Sales Tax received by the County, which amount shall be the maximum cost of the Cartersville Projects which may be funded from the proceeds of the Sales Tax.

(4) Of the Net Proceeds of the Sales Tax, the County shall disburse for the Emerson Projects an amount equal to the Emerson Percentage (as hereinafter defined) of the Net Proceeds of the Sales Tax received by the County, which amount shall be the maximum costs of the Emerson Projects which may be funded from the proceeds of the Sales Tax.

(5) Of the Net Proceeds of the Sales Tax, the County shall disburse for the Euharlee Projects an amount equal to the Euharlee Percentage (as hereinafter defined) of the Proceeds of the Sales Tax received by the County, which amount shall be the maximum costs of the Euharlee Projects which may be funded from the proceeds of the Sales Tax.

(6) Of the Net Proceeds of the Sales Tax, the County shall disburse for the Kingston Projects an amount equal to the Kingston Percentage (as hereinafter defined) of the Net Proceeds of the Sales Tax received by the County, which amount shall be the maximum costs of the Kingston Projects which may be funded from the proceeds of the Sales Tax.

(7) Of the Net Proceeds of the Sales Tax, the County shall disburse for the White Projects an amount equal to the White Percentage (as hereinafter defined) of the Net Proceeds of the Sales Tax received by the County, which amount shall be the maximum cost of the White Projects which may be funded from the proceeds of the Sales Tax.

(8) Of the Net Proceeds of the Sales Tax, the County shall disburse for the County Projects an amount equal to the County Percentage (as hereinafter defined) of the Net Proceeds of the Sales Tax received by the County which amount shall be the maximum cost of the County Projects which may be funded from the proceeds of the Sales Tax.

(9) Of the Net Proceeds of the Sales Tax, the County shall disburse to the Second JDA an amount equal to \$13,073,354, which amount shall be the maximum cost of the acquisition of the industrial park which may be funded from the proceeds of the Sales Tax

8. **SALES TAX FUND.** Upon imposition of the Sales Tax the County shall establish the Sales Tax Fund. The County shall be responsible for selecting a bank or banks which shall act as depository and custodian of the Sales Tax Fund upon such terms and conditions as may be acceptable to the County.

The collections received by the County through the imposition of the Sales Tax shall be deposited in the Sales Tax fund and shall not in any manner be commingled with the other Funds of the County prior to expenditure. The Net Proceeds shall be held and disbursed to the County, the Second JDA, and the Municipalities, as the case may be, for the Projects financed out of the Sales Tax Fund, but only for the cost of acquiring, constructing, and installing the Projects and all permitted expenses incident thereto, as contemplated in Section 7(b) hereof.

9. **AUTHORIZED SALES TAX FUND DISBURSEMENTS.** Disbursements of the Net Proceeds from the Sales Tax Fund shall be made exclusively for the purpose of paying for the cost of acquiring, constructing, or installing the Projects and the expenses incident thereto and to repay obligations that finance the costs of the projects. Without intending hereby to limit or restrict, and subject to any proper definition of such costs and expenses as now provided by law, said costs shall include all fees, costs, expenses and charges of whatever nature incidental and pertaining to the acquisition, construction and installation of the Projects.

10. **RECORDS AND AUDITS.** Each party hereto receiving any proceeds from the Sales Tax shall maintain a record of each and every Project for which the proceeds of the Sales Tax are used. A schedule shall be included in each annual audit of each party hereto that shows for each such project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. Each party's auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to each party's financial statements. The auditor's report

on each party's financial statements shall include an opinion, or disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. Each of the parties hereto agrees to cooperate with such auditors in any such audit by providing any and all necessary information.

11. **TERMINATION OF TAX.** The parties acknowledge that the Sales Tax shall cease to be imposed in accordance with O.C.G.A. §48-8-112 (b).

12. **OWNERSHIP AND OPERATION OF THE PROJECTS.**

- (a) The County shall own and/or operate the County Projects as determined by the County.
- (b) Adairsville shall own and/or operate the Adairsville Projects, as determined by Adairsville.
- (c) Cartersville shall own and/or operate the Cartersville Projects, as determined by Cartersville.
- (d) Emerson shall own and/or operate the Emerson Projects, as determined by Emerson.
- (e) Euharlee shall own and/or operate the Euharlee Projects, as determined by Euharlee.
- (f) Kingston shall own and/or operate the Kingston Projects, as determined by Kingston.
- (g) White shall own and/or operate the White Projects, as determined by White.
- (h) The County shall own the 800 Megahertz System and Landfill and the operation of said facilities shall be as provided by an Intergovernmental Agreement if needed as determined by the County.
- (i) The Second JDA shall own and/or operate the industrial park purchased from the Bartow-Cartersville Joint Development Authority.

13. **DETERMINATION OF EACH ENTITY'S PERCENTAGE OF THE NET PROCEEDS.**

- (a) Each Municipality's, the Second JDA's, and the County's percentage of the

Net Proceeds shall be determined and disbursed as set forth on Attachment "L" attached hereto and made a part hereof until all funds collected under this SPLOST have been distributed.

(b) In the event that a Municipality elects not to enter into this Agreement between the County and such Municipality, any reference herein and in the Attachments hereto to such Municipality and such Municipality's Project shall be disregarded and of no force and effect herein. The amount otherwise allocated to such Municipality shall be added to the County's portion of the tax proceeds to be used for approved projects as determined by the County.

14. **NOTICES.** Any notices required to be sent under the provisions of this Agreement shall be sent to the following addresses:

a) Bartow County Commissioner of Bartow County
Suite 251, 135 W. Cherokee Avenue
Cartersville, Georgia 30120

b) City of Adairsville Mayor of Adairsville
116 Public Square
Adairsville, Georgia 30103

c) City of Cartersville Mayor of Cartersville
1 North Erwin Street
Cartersville, Georgia 30120

d) City of Emerson Mayor of Emerson
P.O. Box 300
Emerson, Georgia 30137

e) City of Euharlee Mayor of Euharlee
P.O. Box 744
Cartersville, Georgia 30120

f) City of Kingston Mayor of Kingston
Post Office Box 309

Kingston, Georgia 30145

g) City of White

Mayor of White
Post Office Box 116
White, Georgia 30184

h) Second JDA

Mrs. Melinda Lemmon, Executive Director
122 West Main Street
Cartersville, Georgia 30120

15. **TIME IS OF THE ESSENCE.** Time is of the essence.

16. **ENTIRE AGREEMENT.** This Agreement expresses the entire understanding and all agreements among the parties hereto with respect to the subject matter hereof.

17. **SEVERABILITY.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

18. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

19. **AMENDMENTS IN WRITING.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing only executed by the parties hereto.

20. **LIMITATION OF RIGHTS.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the City of Adairsville, Georgia, on this _____ day of _____, 2011.

CITY OF ADAIRSVILLE

By: _____
Evan King, Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the City of Cartersville, Georgia, on this _____ day of _____, 2011.

CITY OF CARTERSVILLE

By: _____
Matt Santini, Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

DRAFT

THIS AGREEMENT has been duly adopted by the City Council of the City of Emerson, Georgia, on this _____ day of _____, 2011.

CITY OF EMERSON

By: _____
Al Pallone, Mayor

ATTEST:

City Clerk

DRAFT

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the City of Euharlee, Georgia, on this _____ day of _____, 2011.

CITY OF EUHARLEE

By: _____
Kathy Foulk, Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

DRAFT

THIS AGREEMENT has been duly adopted by the City Council of the City of Kingston, Georgia, on this _____ day of _____, 2011.

CITY OF KINGSTON

By: _____
Dexter Jones, Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

DRAFT

THIS AGREEMENT has been duly adopted by the City Council of the City of White, Georgia, on this _____ day of _____, 2011.

CITY OF WHITE

By: _____
Chris Allen, Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

DRAFT

THIS AGREEMENT has been duly adopted by the City Council of the Bartow County, Georgia, on this _____ day of _____, 2011.

BARTOW COUNTY, GEORGIA

By: _____
Clarence Brown, Commissioner

ATTEST:

Kathy Gill, Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

DRAFT

THIS AGREEMENT has been duly adopted by the Board of Directors of the Bartow-Cartersville Second Joint Development Authority on this _____ day of _____, 2011.

**BARTOW-CARTERSVILLE SECOND
JOINT DEVELOPMENT AUTHORITY**

By: _____
Chairman

ATTEST:

Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

DRAFT

ATTACHMENT "A"

(Bartow County Water & Sewer Projects \$30,000,000)

Purchase water and sewer utility improvements
From Cartersville Building Authority

\$ _____

Miscellaneous Water and Wastewater System
Facilities, improvements, upgrades, construction
and utility relocations

\$ _____

DRAFT

ATTACHMENT "B"
(Bartow County Projects - \$130,996,250)

DEPARTMENT	DESCRIPTION	COST
Animal Control	Outdoor livestock holding area	\$ 57,900.00
	Small animal containment area	\$ 52,900.00
	Quarantine room addition	\$ 61,400.00
	Wash down pad	\$ 34,400.00
	Renovation of runs	\$ 62,900.00
Total		\$ 269,500.00
Building Maintenance		
Equipment	2-Hauling trailer 16' to 18'	\$ 16,000.00
	1-Bobcat loader 856	\$ 42,000.00
Annex Building	HVAC System	\$ 85,800.00
140 Douglas St. Building		
Building A	Bathroom A.D.A.	\$ 53,800.00
	Entry doors A.D.A.	\$ 24,000.00
	Parking area	\$ 105,800.00
Building B	Roof	\$ 55,800.00
	Bathrooms A.D.A.	\$ 53,800.00
	Bathroom Maintenance Dept. A.D.A.	\$ 22,125.00
	Entry doors	\$ 34,125.00
	Fascia	\$ 22,125.00
Agriculture Building	Double insulated windows	\$ 85,125.00
Total		\$ 600,500.00
Information Technology		
	Fiber to Landfill	\$ 58,100.00
	Offsite storage w/sans	\$ 110,000.00
	3 Servers (ESX boxes) for Virtual environment performance & backup, & assessment	\$ 84,000.00
	Total County wide Switch replacement	\$ 75,000.00
	Generator for Annex Building	\$ 50,000.00
	Rewiring of Courthouse offices to Cat 6 approx 200 drops	\$ 60,000.00
	Fiber to Parks & Rec/Senior Center	\$ 153,250.00
Total		\$ 590,350.00
GIS		
	ESRI ELA	\$ 330,000.00
	Orthophotography	\$ 260,000.00
	ERDAS	\$ 209,500.00
Total		\$ 799,500.00
E-911	Upgrades/expansion	\$ 744,500.00
EMA	Warning Sirens	\$ 319,500.00
EMS	12 Ambulances	\$ 2,469,500.00

Engineering	Various Engineering Projects	\$ 4,204,500.00
Facilities	Renovations to old Court House	\$ 869,500.00
Fire Dept.	4 Rescue pumpers	\$ 1,813,900.00
	2 - Aerial units 100' platform & 75' ladder truck	\$ 2,013,900.00
Training Center Phase II	Classroom bldg., furnishings, car fire simulator & flammable liquid simulator	\$ 763,900.00
	Construction of two fire stations (Bartow North & Bartow South)	\$ 2,013,900.00
HQ Phase II	Complete 3rd floor, furnishings, 3bay storage, maint. Bldg.	\$ 613,900.00
Total		\$ 7,219,500.00
Purchasing	Covered staging area (loading/unloading)	\$ 94,750.00
	Renovations to Building	\$ 143,950.00
Total		\$ 238,700.00
Public Works		
Equipment	Storm water equipment	\$ 1,057,375.00
	Additional shop needs (lift)	\$ 94,750.00
	Equipment for roads & development of projects	\$ 1,817,375.00
Total equipment		\$ 2,969,500.00
Road Projects	Burnt Hickory/US 411 connector	\$ 6,280,000.00
	Grassdale Road/293-41	\$ 4,350,000.00
	Iron Hill, Mullinax, Ore Mine	\$ 2,000,000.00
	Hodges Mine, Carroll Slough	\$ 4,580,000.00
	Big Pond @ Old Alabama Road	\$ 525,000.00
	Cedar Creek @ Shotgun Road	\$ 680,000.00
	Pleasant Valley @ Clear Creek & @ Rocky Road	\$ 2,000,000.00
	Green Ridge @ Mountain Ridge Drive	\$ 970,000.00
	Crowe Springs @ Creek & Spur	\$ 2,650,000.00
	Mission Road @ #3 South	\$ 810,000.00
	Glade Road	\$ 2,000,000.00
	Miscellaneous road and street project improvements, and damage, resurfacing, striping, guardrails, bridges	\$ 17,000,700.00
	Intersection improvements, horizontal & vertical alignments, sidewalks	\$ 51,995,700.00
Total		\$ 54,965,200.00
Health Department	Expansion & equipment	\$ 1,069,500.00
Greenspace		\$ 2,969,500.00
Recreation Dept.		
Soccer Complex	Purchase 75-100 acres	
	5 Field soccer w/press box, restrooms & concession area	
	Maint. Bldg. w/field grooming machines	
	10 Tennis courts w/press box	
	All courts & fields lighted	
	400 Car parking lot	\$ 3,017,375.00

Hamilton Crossing Manning Mill	Lazer grade existing fields Sod areas that are in need of repairs Repair drainage problems Modify fields for multi purpose usage Replace fencing & playground borders	\$ 3,017,375.00
Community Center	Land, Construction of Community Ctr., playground-Allatoona area	\$ 1,034,750.00
Total		\$ 7,069,500.00
Senior Center	Passenger capacity 41 (Coach Style) Bus	\$ 339,500.00
Solid Waste		
Allatoona Compactor Site-Equipment	2 Compactors (stationary) 6 - 30yard bins 1 - 40yard bin 1 Covered 40yard bin 1 Roll-off truck	\$ 1,512,000.00
Landfill Equipment	Trash compactor Dozer Wheel loader Articulated dump Knuckle boom	\$ 561,500.00 \$ 261,500.00 \$ 161,500.00 \$ 311,500.00 \$ 161,500.00
Total		\$ 2,969,500.00
Library System	Books and equipment	\$ 1,269,500.00
GRAND TOTAL		\$ 130,996,250.00

ATTACHMENT "C"

**(Adairsville – Public Safety, Roads, Streets, Sidewalks, Bridges, Bicycle Paths
and Storm Water Drainage: \$8,932,000)**

Adairsville Public Safety Facility or Facilities: \$6,732,000

A capital outlay project consisting of public safety facility renovation and equipment acquisition for the City of Adairsville Police Department to include, but not be limited to:

Construction, remodeling, renovation and/or repair of law enforcement facility or facilities.

Purchase and acquisition of related capital equipment used in the operation of the law enforcement agency.

Purchase of lease-purchased public safety facilities or equipment.

Road, Street and Storm Water Facility or Facilities - \$1,200,000

A capital outlay project consisting of City of Adairsville road, street, and bridge purposes to include, but not be limited to, any or all of the following: acquisition of rights-of-way for roads, streets, bridges, sidewalks and bicycle paths; construction of roads, streets, bridges, sidewalks and bicycle paths; renovation and improvement of road, streets, bridges, sidewalks and bicycle paths, including resurfacing; relocation of utilities for roads, streets, bridges, sidewalks and bicycle paths; patching, leveling, milling, widening, shoulder preparation, culvert repair and other repairs necessary for the preservation of roads, streets, bridges, sidewalks and bicycle paths; and storm water drainage projects.

(ATTACHMENT "C" - CONTINUED)

Adairsville Recreational and Cultural Facilities: \$1,000,000

A capital outlay project consisting of the construction or new or renovation and rehabilitation of existing recreational and cultural facilities to be owned by the City of Adairsville, which project shall include, but not be limited to any or all of the following:

Walking and jogging trails,
acquisition and construction of a trail system and related facilities,
soccer field or facility,
softball/baseball field or facility,
football field or facility,
outdoor basketball court or courts,
playground facility or facilities,
tennis facility,
pavilion or pavilions,
museum or historical buildings or facilities,
a building or buildings to house public restrooms, concessions, or storage in
conjunction with recreational or cultural facilities,
parking associated with recreational or cultural facilities,
fencing related to recreational or cultural facilities,
benches or other seating related to recreational or cultural facilities,
acquisition of land or any interest therein for property adjacent to any new or
existing recreational or cultural site, and
sports and other lighting related to recreational facilities

TOTAL: \$8,932,000

ATTACHMENT “D”

(Cartersville Public Works, Fire, Recreation, Gas, Information Technology Building Improvements, Water and Wastewater Projects - \$27,822,796.05)

Capital outlay projects consisting of the construction of new or renovation and rehabilitation of existing recreational, cultural facilities, public safety facilities and related equipment, water and wastewater facilities, public works infrastructure including but not limited to stormwater facilities and streets and related appurtenances, information technology, building improvements, other infrastructure and capital projects to be owned by the City of Cartersville, which projects shall include but not be limited to any or all of the following:

Fire Safety Improvements (\$2,000,000)

Fire safety improvements to include construction of Fire Station #3, improvements to existing facilities, and purchase of equipment and vehicles.

Parks and Recreation Improvements (\$5,338,800)

Parks and Recreation improvements to include field lighting upgrades or replacements, park development or renovation of existing facilities, acquisition of new land for trails and/or related infrastructure.

Building Improvements (\$1,600,000.00)

Renovations or improvements to existing city facilities, including renovation of existing Fire Station #1.

Information Technology (\$100,000.00)

Updates to aerial maps for the GIS system and other improvements or upgrades to the City’s information technology.

Road, Streets, Sidewalks, Bridges and Stormwater Improvements (\$5,320,750.00)

Road, street, sidewalk, bridge and stormwater infrastructure maintenance or improvements, engineering studies for other infrastructure improvements, utility relocation and installation costs, and acquisition of right of way for road and stormwater projects related to the City; and railway crossing improvements.

Water and Wastewater Projects (\$9,394,170.55)

Replacements and construction of new and existing water and wastewater facilities or infrastructure, debt payments on water and wastewater plant upgrades, and remote metering reading equipment and devices for all City utilities.

Gas (\$4,069,075.50)

Acquisition of gas utility improvements from Cartersville Building Authority.

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ATTACHMENT "E"

(Emerson Projects: \$3,787,814)

Miscellaneous Water System Improvements for System Wide Benefit	\$1,515,000.00
To include replacement of water main on Puckett Road and other failing water mains. Clean, repair and repaint Waterside water tank	
Miscellaneous Sewer System Improvements for System Wide Benefit	\$1,183,500.00
To include repairs as outlined in the sewer system inspection and Phase 1 improvements to the Henry Jordan Wastewater Treatment Facility to increase capacity	
Miscellaneous Paving, Roadway, Intersection and Right of Way Improvements	\$345,000.00
Miscellaneous Storm Sewer System Improvements	\$158,900.00
Systematic Replacement of Public Works Equipment	\$350,000.00
Information Technology	\$235,414.00
Total	\$3,787,814.00

ATTACHMENT "F"

(Euharlee Public Works, Water & Sewer Projects: \$2,100,000)

PUBLIC WORKS – To create a fund to address future needs in the area of public works including street improvement and enhancement projects. These improvements would include but not be limited to street repaving, curb and gutter installation, sidewalk installation, culvert and/or bridge enhancement and replacement, storm sewer and retention/detention improvements and improvements/enhancement to the public works department facility.

SEWER EXPANSION – To fund through a joint venture with the Bartow County Water Department the completion of a forced main sewer line that extends westerly towards the City of Euharlee. Such existing improvements would be completed and expanded into the downtown area of the city to a pump station. The city would install a gravity feed system leading to the pump station for the purpose of enhancing the improvement of the downtown area as well as city parks, buildings and offices. This project would further expand the marketability of property in the area by bringing sewer to the area and would enhance the prospects of future redevelopment of slum and blighted areas and increase the likelihood of the development of commercial tracts adjoining the city limits which would be the target of annexation and the increasing of the immediate local tax base.

(Euharlee Miscellaneous Improvements - Recreation, Historic Preservation and Economic Development: \$6,000,000)

RECREATION - A fund for the purpose of expanding the recreational opportunities of the general public in the Euharlee City limits as well as those in West Bartow County and beyond. This would provide the financial opportunity to further the completion of Joe Cowan Park with stage two as well as a tennis center. It would also drive enhancements of Osborne Park including new fencing, seating, lighting, sidewalks and landscaping. Other opportunities include providing partial funding for the proposed Riverside Park at Dobson Drive, provide funds for the public utilization of the newly acquired 17 acre waterfront tract on Covered Bridge Road (Day use area, trails, launch site and pedestrian bridge over Euharlee Creek), and would provide funds for expansion of the city's overall trail system. This fund would encompass improvements and enhancements in the overall quality of the public's recreation experience within the City of Euharlee.

(ATTACHMENT "F" - CONTINUED)

HISTORIC PRESERVATION – A fund to rehabilitate, restore and preserve Euharlee’s historic treasures. This fund could be used in part to further the Lowry Mill site and surrounding area and to provide funding and assistance to other properties/sites including properties that might be made available in the future. Funds could be potentially used for structural enhancements, acquisition, educational assets/materials, site development, landscaping and signage.

ECONOMIC DEVELOPMENT – a fund created to assist in the overall expansion of the City of Euharlee’s expansion, redevelopment and quality of life through a planned economic development strategy. This fund shall assist in any such area deemed to be an opportunity to expand the cities and the general public’s opportunities through planning. Areas of interest might include (but are not limited to) areas of slum and blight, areas in need of redevelopment assistance, the defined historic district and areas by which the city might be able to seek geographic expansion for the purpose of furthering economic growth. Funds might be used for such opportunities as the planning and design of projects for the purpose of fore mentioned uses, for property acquisition, property site development, signage, the enhancement of utilities and the enhancement of public roadway/streets/lighting for the sole purpose of economic development.

GRAND TOTAL: \$8,100,000

ATTACHMENT "G"

(Kingston Water and Sewer Projects - \$1,830,000)

Road Projects

- | | |
|---|-----------|
| a. Road and sidewalk upgrades | \$275,000 |
| b. Stormwater facility & equipment upgrades | \$125,000 |
| c. Water & Sewer delivery system & equipment upgrades | \$200,000 |
| d. Natural Gas Lines Upgrades | \$175,000 |

Recreation

- | | |
|---|-----------|
| a. Recreation Center & recreational equipment upgrades | \$300,000 |
| b. Ballfield, City Parks, Bike Trails, Walking Trails,
Park Stage, Gazebo, and other recreational
facility upgrades | \$250,000 |

Capital Improvements

- | | |
|--|-----------|
| a. New City Hall and/or City Hall Upgrades | \$150,000 |
| b. Community Center | \$125,000 |
| c. Restoration of old Kingston Depot & Other
City Museum Upgrades | \$ 80,000 |

Maintenance/Public Works Department

- | | |
|---|-----------|
| a. Maintenance Shop & equipment upgrade | \$150,000 |
|---|-----------|

GRAND TOTAL: \$1,830,000

ATTACHMENT "H"

(White Projects - \$1,838,375)

A. Water and Sewer:

- | | | |
|----|------------------------|-------------------|
| 1. | General Water Projects | \$ 538,375.00 |
| 2. | General Sewer Projects | <u>500,000.00</u> |

WATER AND SEWER TOTAL \$1,038,375.00

B. Road Projects:

- | | | |
|----|-----------------------|----------------------|
| 1. | General Road Projects | \$ 400,000.00 |
| 2. | Sidewalk Project | \$ <u>300,000.00</u> |

ROAD IMPROVEMENT TOTAL \$ 700,000.00

C. Recreation: \$ 100,000.00

RECREATION TOTAL \$ 100,000.00

GRAND TOTAL: \$1,838,375.00

ATTACHMENT "I"
(Joint Projects - \$27,500,000)

800 Megahertz System	\$15,000,000
Landfill Expansion	\$12,500,000
GRAND TOTAL	\$27,500,000

DRAFT

ATTACHMENT "J"

"TO BE SUPPLIED"

DRAFT

ATTACHMENT "K"

"RESERVED"

DRAFT

ATTACHMENT "L"

Special Purpose Local Option Sales Tax Distribution

- (A) The proposed SPLOST, if approved by the voters will produce an estimate of \$220,000,000 over a six year period. All communities presently sharing in the regular local option sales tax are included in the distribution of the Special Purpose Local Option Sales Tax Revenues, under the same distribution formula, based on the 2010 census population, which is used for the regular local option sales tax distribution.
- (B) The Counties and Municipalities agree and acknowledge that \$27,500,000 of the proposed SPLOST will be used for the 800 Megahertz System and Landfill. Therefore, \$381,944.45 of the Net Proceeds of each payment from the State as contemplated by Section 7(b) hereof shall be deposited to the 2014 Sales Tax Fund until a total of \$27,500,000 (plus interest) is collected. The remainder of each Net Proceeds payment shall be distributed pursuant to paragraph (c) hereof.

<u>Jurisdiction</u>	<u>Percentage</u>	<u>Amount (based on estimated \$192,500,000)</u>
Adairsville	4.640 %	\$ 8,932,000.00
Cartersville	19.300 % (see Note 1&2 below)	\$ 27,822,796.05
Emerson	1.970 %	\$ 3,792,250.00
Euharlee	4.130 %	\$ 7,950,250.00
Kingston	0.955 %	\$ 1,838,375.00
White	0.955 %	\$ 1,838,375.00
Bartow County	68.050 % (see Note 1&3 below)	\$127,252,599.95
Second JDA	38.600% (see Note 1 below)	\$ 13,073,354.00

- (D) Any revenue in excess of \$220,000,000 shall be disbursed to the County and the Municipalities based upon the respective percentages stated above in Paragraph (C). Revenues in excess of \$220,000,000 shall be used by the County and respective Municipalities as provided by law.

[SEE NOTES ON FOLLOWING PAGE]

Note 1: 38.600% of the net proceeds shall be paid to the Second JDA until a total of \$13,073,354, including interest earnings, is collected. Bartow County's percentage will be 48.75% and Cartersville will not receive a percentage until \$13,073,354 is raised by the Second JDA.

Note 2: The City of Cartersville's monthly distribution will be reduced by \$57,000.55 each month, beginning with the January, 2016 distribution. This will be subtracted from the percentage shown and will last through January 2020, for a total of 49 months.

Note 3: Bartow County's monthly distribution will increase by \$57,000.55 each month, beginning with the January, 2016 distribution. This will be in addition to the percentage shown and will last through January, 2020, for a total of 49 months.

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SPLOST 2014

Department	Priority	Project Description	Estimated Budget	Grand Total
Public Works		Stormwater	500,000.00	500,000.00
Public Works		* Roadway infrastructure maintenance (per yr x 6 years)	500,000.00	3,000,000.00
Public Works		* Burnt Hickory/Hwy 113 Study	180,000.00	180,000.00
Public Works		* Grassdale Road (includes \$900,000 for utilities)	5,875,000.00	1,468,750.00
Public Works		Dressing up the Church Street Bridge	172,000.00	172,000.00
Fire		Fire Station #3	2,000,000.00	2,000,000.00
Fire		* Renovation of Fire Station #1	1,600,000.00	1,600,000.00
GIS		Updates to aerial maps and other information technology improvements	100,000.00	100,000.00
Recreation		* Lighting: Dellinger Park Fields number 4, 5 & 6 field lighting replacement (\$130,000 per field- should be completed prior to BBC field lighting replacement)	390,000.00	390,000.00
Recreation		Lighting for Richard Bell Field	175,000.00	175,000.00
Recreation		* North side Park Development Park infrastructure \$750,000.00 Park grading \$125,000.00 Park boundary trail w/ sidewalk connectors \$275,000.00 Park shelters (2) w/ passive area \$200,000.00 Open and athletic field \$135,000.00 Design & Engineering \$ 15,000.00	1,500,000.00	1,500,000.00
Recreation		* Sam Smith Park - 3 Football Fields	2,248,800.00	2,248,800.00
Recreation		Renovation Pool/Bathhouse/Office	1,025,000.00	1,025,000.00
Water		Debt Payments on WasteWater Treatment Plant	3,074,879.00	3,074,879.00
Water		Remote Read Metering (all utilities)	6,500,000.00	6,500,000.00
Admin		Payoff of JDA Park Debt	13,218,071.00	13,218,071.00
		TOTAL		37,152,500.00
Alternate Option is to only make annual debt payments on JDA Park Debt				
Admin		JDA Park Debt Payments (6 year total, 2014 -2019)	7,628,049.00	7,628,049.00
		Adjusted Total		31,562,478.00
		This leaves \$5,590,022 available for other SPLOST projects if the total collections reach \$220 million.		



City of Cartersville

**City Council Meeting
8/18/2011 7:00:00 PM
Election Superintendent**

SubCategory:	Resolutions
Department Name:	Clerk
Department Summary Recommendation:	The City of Cartersville Code of Ordinances requires that a Municipal Election Superintendent be appointed for each election. The Secretary of State - Election Division requires that this person complete the Georgia Election Official Certification for Municipalities. Connie Keeling has received this certification and it is recommended that she be appointed Election Superintendent for the 2011 Elections.
City Manager's Remarks:	Your appointment of Connie Keeling as Election Supt. is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

WHEREAS, pursuant to the City of Cartersville Code of Ordinances, Section 8-3, Superintendent of Council is to annually appoint a Municipal Election Superintendent.

NOW THEREFORE BE IT RESOLVED that Connie Keeling is to be appointed as the Municipal Election Superintendent for the City of Cartersville for 2011; and shall exercise the powers and duties set forth in O.C.G.A. Title 21 and other applicable provisions of the Georgia Election Code and City of Cartersville Code of Ordinances.

BE IT AND IT IS HEREBY RESOLVED this 18th day of August 2011.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

**City Council Meeting
8/18/2011 7:00:00 PM
Bartow County Board of Elections**

SubCategory:	Contracts/Agreements
Department Name:	Clerk
Department Summary Recommendation:	As you know the past years elections have been conducted by the Bartow County Board of Elections as recommended by the State of Georgia. This agreement is less than past years due to the county conducting elections for other municipalities within the county so instead of paying the entire cost for staffing absentee voting we are now paying a percentage. The estimated cost for this year's election is \$8,616.00 and I recommend approval.
City Manager's Remarks:	Your approval of this arrangement is recommended.
Financial/Budget Certification:	
Legal:	Reviewed by the City Attorney's office
Associated Information:	

**AGREEMENT
FOR THE CONDUCT OF ELECTIONS
BETWEEN
THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION,
BARTOW COUNTY, GEORGIA,
and
THE CITY OF CARTERSVILLE.**

THIS AGREEMENT is made and entered into by and between the **Bartow County Board of Elections and Registration**, a Board created by Local Act 466 (Ga.L. 1993, p. 5309) to perform the functions of election superintendent for Bartow County (sometimes hereinafter referred to as “**Board**”), **Bartow County, Georgia**, a political subdivision of the State of Georgia (“**County**”), and the **City of Cartersville, Georgia**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as “**City**”), and is effective as of the date specified herein.

WHEREAS, the Board and the City desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement relating to the conduct of elections; and

WHEREAS, the Board, County and City have reached a mutual agreement regarding the proposal; and

WHEREAS, the Board’s enabling act requires approval of the County for any expenditure of funds; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and

WHEREAS, the Board has reviewed this Agreement and did, at a regular meeting of the Board, authorize its Chairman to execute this Agreement; and

WHEREAS, the Mayor and City Council of Cartersville has reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting of the City Council, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1. Intent/Scope

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

2. Personnel Policies

All staff used to conduct any election for the City will be hired, trained, and managed by Board using their existing personnel policies. It should be noted that as a general rule, the Board will choose not to hire or appoint existing employees of the City, except under the most dire circumstances, or in the case that the employee in question is on leave from his or her normal duties for the City.

3. Payment for Services

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Board paying them. Payments shall be made to the County at the address set forth under Notices, below. The estimated costs that the City should expect to pay are itemized throughout the document, and summarized in paragraph 14. Of course, these estimates are for one election, without the inculcation of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. The City will be expected to process all timesheets submitted by the Board under the terms of this agreement within thirty days, and will receive an itemized invoice for services rendered as well as other costs incurred by the Board within thirty days of the results of the election being certified which they will also be expected to pay within thirty days. In the event that the City is unable to pay the full amount of the invoice within thirty days, the Board will be willing to set up a payment schedule with the City.

4. Statutory Duties Retained by the City

The City will retain responsibility for the following duties:

- a. **Qualifying** – Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the

entire qualifying process for all partisan, non-partisan, as well as write-in candidates as is described in Article 4 of Title 21 of the Official Code of Georgia.

- b. **Voter Registration Responsibilities** – Nothing in this agreement removes any of the City’s duties as they relate to Voter Registration. The City will still be required to register voters and maintain their Official List of Registered Voters (for example by challenging voters under O.C.G.A. §21-2-228).
- c. **Appointment of the Vote Review Panel** – The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. § 21-2-386(a)(6) and O.C.G.A. § 21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Board’s Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.
- d. **Changes Covered under Section 5 of the Voting Rights Act of 1965** – The City will retain all responsibility for any changes to locations or practices which are covered by the Voting Rights Act of 1965, including submission of such changes to the United States Department of Justice (DOJ) as required by the Voting Rights Act of 1965. However, the Board will be responsible for submitting the terms of this agreement, as well as any subsequent changes to DOJ for preclearance.

5. Advertising

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as their own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

6. Public / Media Inquiries

The Board will interact with the public as well as the media on all matters relating to the duties that are assigned to the Board as part of this agreement. This includes instances in which the Board initiates such contact out of the belief that public education or outreach on matters relating to elections or voter registration is in the best interest of the City’s registered voters.

7. **Preparation Tasks** – The Board will assume for all tasks relating to the preparation for the Election including but not limited to: testing equipment and ballots, training poll workers, packing supplies, etc.

8. **Supplies** – The Board’s staff will procure all necessary supplies for the operation of the City’s elections. The will be responsible for the actual cost of ballots and postage, as well as a \$75 fee for miscellaneous supplies which will be used during the election cycle.

9. **Hold Harmless Board and County** - The City agrees to hold the County and Board harmless for any problems or inconsistencies in the conduct of any election for any reason other than gross negligence on the part of the Board or the Elections Supervisor.
10. **Legal Expenses** – The City will agree to pay any and all legal expenses resulting from any election, primary, runoff or special election conducted by the Board for the City, except in the case of gross negligence on the part of the Board or the Elections Supervisor. Included would be legal expenses for responding to challenges, suits and State Board of Elections reviews.
11. **Equipment** – The equipment to be used in the conduct of City elections will be provided by the Board. It will include components of the voting system which has been approved by the Board, as well as the Georgia Secretary of State’s Office to conduct County, State, and Federal Elections, as well as Laptop Computers, and will be allocated at the discretion of the Board’s Election Supervisor.

12. Location of Election Services

a. Address of each Facility to be Used

- a. Main Office of the Bartow County Board of Elections and Voter Registration (Board’s Office) – 105 N Bartow Street, Cartersville, GA 30120
- b. Bartow County Board of Elections and Voter Registration Voting Machine Storage Building (Old Church) – 10 Elizabeth Street, Cartersville, GA 30120
- c. Cartersville Civic Center (Civic Center) – 435 West Main Street, Cartersville GA 30120
- d. Cartersville-Bartow County Chamber of Commerce (Chamber) – 122 W. Main St., Cartersville, GA 30120
- e. Cartersville City Hall (City Hall) – 1 North Erwin St., Cartersville, GA 30120

b. Absentee by Mail

- a. *Definition* - Absentee by mail is a subset of Absentee Voting in which the elector requests that a ballot be sent to them through the United States Postal Service (USPS) in writing. The signature on the application, as well as the information contained in the application is verified against the information maintained by the Board. If everything matches, and the elector is entitled to vote in the City’s Election, he or she will be issued a ballot in accordance with law, rule, and policy. The voted ballot may be returned in person or by other means, and will then be accepted or rejected as is described in O.C.G.A. § 21-2-386 and stored in a secure manner until election night.
- b. *The following locations will be used for this purpose:*

- i. The Board's Office will function as the primary location that paper absentee ballots will be requested or issued from, and where they should subsequently be returned to.
- ii. Employees of the Board located at the Civic Center or Chamber will be unable to accept voted paper absentee ballots except under the circumstances described in O.C.G.A. 21-2-388(1), in which case the ballot will be cancelled and the elector will be allowed to vote in person.
- iii. With any new change in responsibility, there will be those who are confused and make the simple mistake of submitting documentation to the wrong location. The employees of the City who work at City Hall are asked to make every effort to transmit such documentation to the Board's Office in a timely manner. The Election Supervisor will specify how such documentation shall be submitted. In the unfortunate event that the Board is unable to accept the documentation submitted by the City, it shall be the Board's responsibility to contact the applicant or elector in a manner consistent with law, rule, policy, and past practice.
- iv. The Old Church will not be used in this process.

c. Absentee in Person

- a. *Definition* – Absentee in Person (now termed Advanced Voting in law) is the procedure set out in O.C.G.A. § 21-2-385(d)(1) by which a qualified elector may cast his or her ballot prior to Election Day. Electors who choose this option must complete both the Application for an Absentee Ballot, as well as the Oath of Absentee Elector. An employee of the Board will then verify the elector's eligibility and issue him or her a Voter Access Card. Such an elector must cast his or her ballot on a DRE Voting Machine and it should be noted that his or her right to vote in the current election cannot be challenged after his or her ballot is cast on the DRE Unit, nor can the ballot be retrieved.
- b. *The following locations will be used for this purpose:*
 - i. The Board's Office will begin receiving elector's with the intention of casting absentee ballots in person for the entire "Period of Advanced Voting" described in O.C.G.A. § 21-2-385(d)(1). Electors from any municipality which has entered into an intergovernmental agreement with the Board to conduct their elections will be able to cast an absentee ballot in person at this location.
 - ii. The Civic Center will begin receiving electors with the intention of casting absentee ballots in person beginning the second Monday immediately preceding the election and continue during the Board's

Office's normally scheduled business hours through the close of business on the following Friday. Only ballots from electors who are entitled to vote in the City's Election will be accepted at this location.

- iii. The Old Church, City Hall, and Chamber will not be used for this purpose.

d. Election Day

- a. *Definition* - Election Day is the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. Electors wishing to cast a ballot on this day must go to his or her Election Day Polling Place as the law does not allow ballots to be cast at any other location.
- b. *The following location will be used for this purpose:*
 - i. The Civic Center and Chamber will be open from 7:00 AM to 7:00 PM (or later) as is prescribed by law.
 - ii. The Board's Office will be staffed by the Board's permanent staff for the purpose of supporting the Election.
 - iii. The Old Church and City Hall will not be used for this purpose.

e. Election Night

- a. *Definition* – For the purposes of this document, Election Night begins at the closing of the polls on the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. It encompasses, but is not limited to, the following activities:
 - i. Closing the Polls
 - ii. Posting the appropriate documentation at the Poll for public examination
 - iii. Returning the required materials to the Old Church. Which materials are required will be determined by the Elections Supervisor.
 - iv. Tabulating the Absentee Ballots.
 - v. Tabulating the Unofficial and Incomplete Election Results.
 - vi. Reporting the Results to the public and media.
 - vii. Responding to any Election Day/Night inquiries as is appropriate.
- b. *The following locations will be used for this purpose:*
 - i. The Old Church will be the main tabulation center for all results and will contain the Absentee Polling Place. Most employees of the Board will be stationed at this facility. All required materials shall be returned to this location.
 - ii. The Board's Office will be staffed by a skeleton crew (the size of which will be determined by the Election Supervisor) and will facilitate Election Night communication.

- iii. The Chamber and Civic Center will be staffed by the same employees of the Board as during Election Day. These employees will be responsible for closing the poll, reporting the Precinct Totals to the public, and returning the required materials to the Old Church in a timely manner.
- iv. City Hall will not be used for this purpose.

f. Canvassing, Computation, and Certification of Returns

- a. *Definition* – Canvassing begins the morning immediately following Election Day and is the process by which the Board audits all applicable records including, but in no way limited to:
 - i. All documentation completed by the employees of the Board whose duties included issuing or accepting ballots or the handling of secure equipment. For example, this would include all oaths administered and signed for the election.
 - ii. Any recapitulation sheets.
 - iii. Electronic records of the DRE Units, Express Polls and GEMS Election Server.
 - iv. Any documentation completed by an elector while attempting to cast his or her vote.
 - v. Any and all other applicable documentation.

If any discrepancy is located during this process, the Election Supervisor is empowered to make an immediate and complete investigation of the circumstances surrounding the discrepancy and shall report his or her findings to the Board at their Certification Meeting. The Board shall be responsible for taking appropriate action based on the Election Supervisor's findings.

The Certification Meeting will take place in the Old Church at a time to be determined by the Election Supervisor, with the advice of the Board, on the Friday immediately following Election Day. The Board will then forward all records of the Election to the appropriate parties.

- b. *The following location will be used for this purpose:*
 - i. The Old Church will be the sole location for any activity described in this section and will be open to the public while such activity is in progress.
 - ii. The Board's Office, Civic Center, Chamber, and City Hall will not be used for this purpose.

13. Staffing and Payroll by Location and Task

a. Payroll for Board and their Permanent Employees

During the time that the Board and their permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Bartow County Department of Human Resources. Due to the inherent difficulties of separating the time spent on different Election tasks between different entities, the City will be expected to reimburse the County for the Board's as well as their permanent employee's time and expertise in the form of a set fee (County Fee).

b. Board's Office

i. Election Preparation

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

ii. Absentee By Mail

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

iii. Absentee In Person

1. Staff – A staff of three temporary employees will be hired by the Board to issue and receive absentee ballots in person at this location.
2. Payroll – As these employees will be shared between all municipalities who have agreements with the Board to conduct their elections, the Board will pay these employees initially and each of the municipalities will be expected to reimburse the Board for their part of this cost. The cost that each municipality will be expected to pay will be determined using the formula:

$$\text{Individual Municipal Cost} = \text{Total Personnel Cost} \left(\frac{\text{Number of Ballots Cast for Municipality}}{\text{Total \# of Ballots Cast}} \right)$$

Please note that this formula will be used to compute the cost to the municipality of only the staff at this location.

iv. Election Day

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.

2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

v. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

vi. *Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

c. The Old Church

i. *Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

ii. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

iii. *Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

d. Civic Center

i. *Absentee In Person*

1. Staff – A staff of one Poll Manager earning \$150 per day, two Assistant Managers earning \$100 per day, and one clerk earning \$8.50 per hour with an upper limit of 40 hours.

2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

ii. Election Day-Election Night

1. Staff – A staff of one Poll Manager earning \$200, two Assistant Managers earning \$150, and one clerk earning \$8.50 per hour.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

e. Chamber

i. Election Day-Election Night

1. Staff – A staff of one Poll Manager earning \$200, two Assistant Managers earning \$150, and one clerk earning \$8.50 per hour.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

14. Cost Estimate Worksheet

The worksheet below sets forth an estimate of the costs of a single election. Such costs are variable and this is not a maximum price. Such costs would also be incurred for any runoff, special election or primary. The City agrees to pay actual costs of conducting regular elections, primaries, runoffs and special elections on the basis set forth above in the preceding paragraphs.

Personnel	Amount	Comments
Absentee in Person (Board’s Office)	\$3,888	Estimated using 90% as the percentage
Absentee in Person (Civic Center)	\$2,090	
Election Day	\$1,238	
Absentee Poll Crew	\$50	
Training	\$100	Each worker receives \$10 for training
 Supplies		
Postage	\$25	
Miscellaneous Supplies	\$75	
Ballots	\$150	
 County Fee	 \$1,000	
 Estimated Total per Election or Runoff	 \$8,616	

15. Notices.

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the Board shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the Elections Supervisor at Suite 106, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to Emerson shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Clerk of Cartersville, at P.O. Box 1390, Cartersville, GA 30137.

16. Effective Date; Term

This Agreement shall be effective September 1, 2011 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of ten (10) years. Either party may terminate the agreement at any time, with ninety days written notice.

17. Entire Agreement.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the Board, County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

**BARTOW COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

Kath Gill, Secretary

Melvin Bagley, Chairman

Date: _____

Attest:

BARTOW COUNTY, GEORGIA

Kathy Gill, County Clerk

Clarence Brown, Commissioner

Date: _____

Attest:

CITY OF CARTERSVILLE, GA

Connie Keeling
City Clerk

Matthew J. Santini
Mayor

Date: _____



City of Cartersville

City Council Meeting
8/18/2011 7:00:00 PM

Bartow County School System Regarding Adairsville High School Aquatic Center

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	I recommend approval of the Bartow County School System's "Use of Facility" contract, for the Adairsville High School Aquatic Center. The City of Cartersville will be paying \$500.00 per month (August – April) for use of the facility. Parks and Recreation Department's new year-round swim team will be utilizing this pool.
City Manager's Remarks:	This needs your approval if it is to move forward. This has previously been discussed with Council. I am assured by staff that it is a "break even" arrangement.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Bartow County School System
Use Of Facility Contract – AHS Aquatic Center



Facility: **Adairsville High School Aquatic Center, 519 Old Highway 41, Adairsville GA 30103**

Phone: 770-606-5841 Fax: 770-773-2722

Contract #: _____

Date: 08/05/2011

Facility Administrator: Bruce Mulkey

Organization Name/Address: BOPRO & Coville City Govt.

Classification of Organization:
(Check all that apply)

Profit: _____ Non-Profit: _____
Government Agency:
Business: _____

Civic Group: _____
Religious Group: _____
Other (Specify): _____

Organization Representative: Greg Anderson / Greg Hight Phone: 770-607-6173 Fax: 770-387-5424

Describe the purpose and what will be conducted in Facility: Swim instruction
Greg Hight - 770-387-5749
24-770-547-1760

Date of Facility Use (attach schedule if necessary): Reference Attached Memo Time: From: _____ To: _____
(Day of wk, Day, Mo, Yr)

Life Guard Certification Submitted: YES NO

Estimated Attendance: — Admission Charged: — Total Hours of Use: —

Cost Analysis (Refer to current Facility Use Price List):

Facility Use Charge: \$ 500.00/month Security Charge: \$ _____
Custodial Charge: \$ _____ Technical Charge: \$ _____
Supervisory Charge: \$ _____ Other Charges: \$ _____

Total Charges: \$ On going Deposit: \$ — Balance Due: —
(Make Check Payable to the Bartow County School System. Please refer to #6 on terms and Conditions)

I, _____ have read and agree to the facility use terms and conditions attached to this agreement.
(Please Print or Type)

(Organization Representative's Signature) (Title) (Date)

This Section Is Only For Bartow County School System Use

Application Approved: Yes _____ No _____ School Related: Yes _____ No

Reason for Denial: Time Conflict _____ No employee available for supervision or custodial _____
Previous unsatisfactory experience w/group _____ No Certified Lifeguard _____
Proposed use incompatible with building design _____
Insufficient insurance certificate _____ Other reason(s) _____

B. Mulkey
(Facility Administrator)

8/5/11
(Date)

(Central Office Designee)

Adairsville Pool Safety Rules and Regulations

- 1. All persons shall obey the instructions of the supervisor and users of the pool must abide by all rules.**
- 2. Admission to the pool will be denied to anyone having any contagious diseases, infections, fever, or adhesive bandages of any kind.**
- 3. No glass containers, food, gum, or tobacco products are allowed in the pool area. Water is allowed, but only in plastic containers.**
- 4. All persons are encouraged to shower before entering the pool.**
- 5. All swimmers with hair below shoulder length will be required to pull it back or wear a swimming cap.**
- 6. Spitting, spouting of water, blowing the nose or introducing contaminants into the pool is not permitted.**
- 7. Personal conduct within the pool area must be such that the safety of self and others is not jeopardized. No running, pushing, dunking or rough play**
- 8. All accidents are to be reported to the pool supervisor.**
- 9. No dressing or undressing of any kind will be permitted on the pool deck.**
- 10. Pets are not allowed in the pool building.**
- 11. Swimmers will not play or hang on the ropes.**
- 12. No falling backwards into the pool, or running and jumping into the pool**
- 13. Diving should only be done under the direct supervision of a coach.**
- 14. No mattresses or inflatable toys are allowed in the pool.**
- 15. No playing with drain skimmers or pool equipment**
- 16. No squirting toys, water balloons etc. are allowed at any time.**
- 17. The pool will be closed due to safety reasons, necessary repairs or maintenance.**
- 18. Radio devices without headsets and excessive noises are not permitted.**
- 19. Swimsuits must be worn: cut off shorts and gym shorts are not allowed.**
- 20. The pool will be closed during inclement weather or sanitation problems at the discretion of the Athletic Director.**
- 21. Any obscene or abusive language will result in removal from the pool area.**
- 22. Swimmers must be supervised at all times by a certified lifeguard.**
- 23. Adairsville High School will not be responsible for lost, stolen or broken personal items**
- 24. The cost of any property damage will be charged to the one responsible for the damage**

Violations of any of the rules can result in the expulsion of the offender from the pool.

Adairsville High School reserves the right to make policy on who may use the pool and when and how often the pool may be used



BARTOW COUNTY SCHOOL SYSTEM
FACILITY USE GUIDELINES/TERMS/CONDITIONS
ADAIRSVILLE HIGH SCHOOL AQUATIC CENTER POOL

1. Lessor will furnish air conditioning, heating, and lighting which, in its sole opinion, is adequate with respect to the intended use under this lease. Lessor will furnish custodial service, as it may deem necessary. If the Lessee wishes to do its own cleanup, and this is approved by the facility administrator, no custodial charge will be assessed, otherwise Lessee will be charged for custodial service at the discretion of the facility administrator. The Lessee will pay extra costs incurred by excessive electrical requirements. The failure to furnish air conditioning, heat, lights, or custodial service shall not abrogate this agreement and shall not entitle the Lessee to any rebate on the rental costs.
2. Lessee accepts the building in good order and repair, and agrees to return it to the Lessor in the same condition, normal wear excepted. Lessee agrees to reimburse Lessor for any expenses Lessor incurs in returning the facility to its condition prior to the lease.
3. No portions of the buildings or grounds shall be leased or let out by Lessee without the consent, in writing, of Lessor, and the buildings or grounds shall not be used by Lessee for any purpose whatsoever except as herein set out.
4. This contract does not cover any space or accommodations other than the Adairsville High School Aquatic Center Pool.
5. Lessor is required to provide a building supervisor for the leased facility. Applicable fees for Lessor provided supervisor shall apply. Lessee shall maintain at the leased facility a contact person who shall remain in attendance until the event is completed and who shall be responsible for any communications between the Lessee and those in attendance.
6. All facility use and supervisory charges are calculated from the time the facility is opened until it is closed. All checks are to be made payable to the Bartow County School System. All rentals are to be paid in advance for the facility. Aquatic Center Pool terms are 1/3 down as a non-refundable deposit, and the balance thirty (30) calendar days prior to the event or upon scheduling the center, whichever is later. Cancellation of contract for an event by Lessee shall result in forfeiture of the deposit.
7. No advertising or publicity naming a Bartow County School System facility shall be distributed prior to the payment and signing of a facility use contract.
8. No person shall be permitted to bring to the building or grounds or keep herein anything which shall increase the rate of fire insurance on the buildings or on any property therein. Such items as gasoline, explosives, oils or any other artificial lights shall not be permitted in the buildings or on the grounds without the consent of Lessor in writing.
9. Lessor requires Lessee to carry comprehensive liability insurance with a company authorized to do business in Georgia of not less than \$500,000 for bodily injury to any one person and \$1,000,000 for bodily injury from any one accident and \$100,000 for property damage for any one accident to protect Lessee and the Bartow County Board of Education against damages that may occur. Additionally, the Bartow County School System and its employees shall be named as additionally insured. A certificate of insurance shall be provided to the facility administrator at the time of application submittal or within 10 days of permission for use being granted but in any event, prior to use. Failure to secure said insurance will cause the Lessee to forfeit the use of the facility.
10. The Lessee herein shall be liable for any and all damages caused through its own acts or the acts of any of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Lessee, caused to the building or any portion thereof, or to persons or property upon Lessors premises.



BARTOW COUNTY SCHOOL SYSTEM
FACILITY USE GUIDELINES/TERMS/CONDITIONS
ADAIRSVILLE HIGH SCHOOL AQUATIC CENTER POOL

11. The Lessee agrees to release the Bartow County Board of Education, Bartow County School employees, agents or volunteers from any and all damages to persons or property during its use of said building, grounds, and equipment. Lessee agrees to indemnify and pay to the Bartow County School System, for any damages to its property resulting from the use of said building, grounds or equipment which may be made against the Bartow County Schools or its agents, for property damage or personal injuries sustained by any persons, including Lessee and Lessee privies, which may result from the use of said building, grounds or equipment by Lessee. The indemnification herein agreed to by the Lessee shall include indemnification for negligent acts of the Bartow County Schools or any of its agents, servants, volunteers or employees.
12. All technical equipment furnished as a part of this agreement shall be operated by personnel approved by the Bartow County School System. Theatre systems shall be restored to the prescribed configuration or Lessee will be required to pay a fee for technical services.
13. No nail, tacks, staples, brads, or other things shall be driven into any portion of the building, and no changes, alterations, repairs, painting, staining, or doing anything that will change the finish, appearance, or contour of the building, will be permitted without the written consent of the Lessor. Use of scotch tape is prohibited. Nothing, including pins, shall be attached to any curtains.
14. No animals, other than animal assistants for people with disabilities, shall be brought into any building without the express consent of the Lessor, and then under such regulations as may be made by Lessor
15. Lessor reserves the right at any time to order out any person, animals, furniture, fixtures, wiring, exhibits, or other things, and to terminate this contract without notice or liability for its so doing. Lessee specifically agrees to hold Lessor harmless for any such cancellation. Lessor agrees to provide a pro rated refund to Lessee within a reasonable time after cancellation. Such refund shall be determined in the sole discretion of Lessor.
16. No food or other edibles, drinks, or novelties shall be given away free or sold in any building or grounds by Lessee unless authorized by the Bartow County School System.
17. Televised shows or events held on Bartow County School grounds will be required to pay current rate for Electrician and/or Technician's services. The name "BARTOW COUNTY SCHOOLS" shall appear in the credits of any event filmed.
18. **SMOKING IS PROHIBITED** on Bartow County School System property by Bartow County Board of Education policy and the Official Code of Georgia 16-12-2.
19. **POSSESSION OF BEVERAGE ALCOHOL IS PROHIBITED** on Bartow School System property by Bartow County Board of Education policy and the Official Code of Georgia 03-03-211.
20. Lessor reserves the right, through its administration, to eject any objectionable party/parties from the building or grounds and upon an exercise of this authority through any of its committees, agents, or policemen. Lessee hereby waives any and all claims for damages against Bartow County Schools in the event of such an occurrence.



**BARTOW COUNTY SCHOOL SYSTEM
FACILITY USE GUIDELINES/TERMS/CONDITIONS
ADAIRSVILLE HIGH SCHOOL AQUATIC CENTER POOL**

- 21. Lessor reserves the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of the Lessor, cancellation is necessary to protect the health, welfare, morality, or safety of the public, or if the premises are used for any purpose other than that specified in this lease, or if Lessee's use constitutes a nuisance or is in any other way in violation of the laws or ordinances of Bartow County or the State of Georgia, or the facilities and premises would be adversely affected by tenant's use, such adverse use not being contemplated upon the execution of this lease or due to local school needs for school related activities; provided, however, that Lessor shall make every reasonable effort to give Lessee prior notice of any such cancellation. In the event of cancellation by Lessor, money paid on account of Lessee allocable to any time or event during or for which Lessee does not have the use of the premises by virtue of cancellation, shall be refunded to Lessee within a reasonable time. It is expressly agreed that in the event of a cancellation of this contract, Lessee shall have no claim of any character against Lessor by reason of such cancellation.**
- 22. The use of any facility is subject to the availability of such facility as determined by the Bartow County School District.**
- 23. Lessee shall provide (a staff member that is) a certified lifeguard and shall remain on duty during entire event. Proof of certification must accompany application.**
- 24. Lessee shall read, understand, enforce, and acknowledge receipt of the rules and regulations of the Aquatic Center attached to this document.**

Wednesday, August 10, 2011 2:16:57 PM ET

Subject: RE: Cobias USA Swimming
Date: Wednesday, August 10, 2011 2:13:31 PM ET
From: Cornwell, Anne
To: Cochran, Stephen, Sutton, Patsy, Mulkey, Bruce
CC: Ruger, Joshua, Low, Jennifer

This is fine with me. High school start should be around October 17th. Practice schedule for high school:

AHS 3:45-5:30

CHS 4:30-6:00 (we overlap)

WHS 6:00-7:30 Saturday 8-11

All of WHS meets are on Saturday; AHS meets are on Thursday; and Cass will use Tuesday.

Anne W. Cornwell
CTI Coordinator
Adairsville High School
518 Old Highway 41
Adairsville, GA 30103
770-606-5841 ext 4177

From: Cochran, Stephen
Sent: Wednesday, August 10, 2011 2:00 PM
To: Sutton, Patsy; Mulkey, Bruce; Cornwell, Anne
Subject: FW: Cobias USA Swimming
Importance: High

Does this start time interfere with practice times weekdays and Saturdays?

Stephen Cochran
Bartow County Board of Education
Purchasing Supervisor
770.606.5800 x2024
770.606.5999 fax

From: Greg Anderson <ganderson@cityofcartersville.org>
Date: Wed, 10 Aug 2011 13:42:24 -0400
To: Stephen Cochran <stephen.cochran@bartow.k12.ga.us>
Subject: FW: Cobias USA Swimming

Stephen,

We would want to use the pool: Mondays – Thursdays 5:45 – 8:30 pm Saturday 7:45 – 10:15 am

We know our schedule will change when the high school's swim teams begin their practices/meets. We know that Bartow Co. High Schools have first priority during the school season.

Greg



City of Cartersville

City Council Meeting
8/18/2011 7:00:00 PM

Rental Agreement with AIDS Alliance of Northwest Georgia

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The Downtown Development Authority has been approached by the Aids Alliance of Northwest Georgia to rent the third floor of the Welcome Center to this organization. After talking with Lola Thomas, Executive Director of the Aids Alliance, they are having to find a new location for their organization and are appreciative of the city offering this rental space. The rental agreement charges a monthly rental rate of \$250 for the use of the third floor and other common areas of the building, plus 50% cost of the utilities. The Aids Alliance is agreeable with the terms of the agreement. I recommend approval of the agreement.
City Manager's Remarks:	Your approval of this agreement will allow the top floor of the depot to be leased. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	E-verify and SAVE documents have been received.

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, 2011, by and between CITY OF CARTERSVILLE ("Landlord") and the AIDS ALLIANCE OF NORTHWEST GEORGIA ("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 (3rd) 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 September 1, 2011 and end on December 31, 2011. The Lease shall be automatically renewed for up to ten (10) 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 1st 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 \$250.00 per month due on the 1st of each month of the lease.
 - (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

AIDS Alliance of Northwest Georgia
Executive Director
P.O. Box 2225
Cartersville, GA 30120

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

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

- 27. 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 _____, 2011.

Mayor, Matthew Santini

WITNESS

ATTEST:

NOTARY PUBLIC

City Clerk, Connie Keeling

My Commission Expires

**TENANT: AIDS ALLIANCE OF
NORTHWEST GEORGIA**

Signed, sealed and delivered
this 12th day of August, 2011.

BY: [Signature]
EXECUTIVE DIRECTOR

[Signature]

WITNESS

ATTEST: [Signature]
BY: [Signature]
SECRETARY

[Signature]

NOTARY PUBLIC
Apr. 30th, 2013.

My Commission Expires



EXHIBIT "A"

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



Attachment number 2
Page 1 of 1
775 West Avenue, Suite 101
Cartersville, GA 30120
(770) 606-0953 Phone
(770) 606-8462 Fax
E-mail: info@aanwg.org
Website: aanwg.org

August 12, 2011

Mr. Dan Porta, Assistant City Manager
City of Cartersville
1 N. Erwin Street
Cartersville, GA 30120

Dear Mr. Porta:

Enclosed please find the signed and notarized Real Estate Lease and Maintenance Agreement as well as the two affidavits. The Board of Directors of the AIDS Alliance is appreciative of the City of Cartersville's generosity in working with us related to this matter.

If all goes well and the agreement is approved by the City Council, we will plan to pay our first month's rent on Thursday, September 1, 2011 and secure the keys at that time. We look forward to our relationship with the City of Cartersville

If you should need additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to be "Lola Thomas". The signature is fluid and cursive, with a large initial "L" and "T".

Lola Thomas
Executive Director



City of Cartersville

**City Council Meeting
8/18/2011 7:00:00 PM
Consent to Right of Entry Regarding Bob White Trail**

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	<p>Public Works has planned to install a pipe arch culvert under Bob White Trail to replace an existing pipe. Along with this pipe installation we need to do some additional ditching and pipe installation downstream from the proposed Bob White Trail crossing. This right of entry agreement will allow us to work on the primary property downstream of the proposed crossing.</p> <p>Public Works recommends approval of this agreement.</p>
City Manager's Remarks:	<p>This right of entry is needed to deal with some ongoing drainage problems. Your approval is recommended.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
CONSENT RIGHT OF ENTRY AGREEMENT

WE THE UNDERSIGNED, in order to expedite the Construction by City of Cartersville for storm water improvements at Bob White Trail, do hereby grant to the City of Cartersville the right to enter upon the property at 23 Bob White Trail for the purpose of completing construction on said Project. The City of Cartersville shall be responsible for all damage to any of the property located within said area, and shall at its sole expense pay for the cost of relocation for any said facilities, either within said property or caused by said Project. (1) Temporary easements shall expire upon completion of the project. (2) The City shall remove both blooming cherry trees closest to the road and on each side of the ditch to be improved and agrees to work with the homeowner to select a suitable replacement tree to be planted on the up side of the new ditch (3) The City shall take all measures possible to protect the big oak in the front yard by avoiding any work in the root zone for said tree. On the north side of the ditch to be improved the City shall take care to protect the feeder roots of the large oaks along the back yard fence (4) The City shall remove the ground cover and vegetation that is impeding flow as discussed during walkthrough with City Engineer. (5) The City shall use Corrections crews to stockpile the existing rip-rap along ditch and reuse on completed ditch (6) The City will replace the existing 18" pipe under Bob White Trail with an aluminized steel 35" x 24" pipe arch culvert with end sections, add double wing catch basins at the street and replace the existing curb and gutter (7) The City shall agree to repair any adverse affects resulting from this work for three (3) years from the date of installation.

THIS AGREEMENT made this _____ day of _____, 2011.

Signed, sealed and delivered
in my presence this _____ day
of _____, 2011

CITY OF CARTERSVILLE

Mayor

Notary Public

My Commission Expires

Attest: _____

City Clerk


Richard C. Gaffoglio



City of Cartersville

**City Council Meeting
8/18/2011 7:00:00 PM
GDOT State Aid for Main Street Gateway Project**

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	<p>This contract/agreement is with GDOT for Project TSAP0-S008-00(271) SR 113 Safety Improvements (Main Street Gateway Project). This agreement covers the pay items that GDOT agrees to reimburse the City for on the construction of referenced project. The agreement stipulates that the maximum GDOT participation for this contract will be \$500,000.</p> <p>GDOT will issue a separate agreement to cover the landscaping of this project which will be a maximum of \$400,000 for a total potential state contribution of \$900,000.</p> <p>Public Works recommends approval of this contract/agreement.</p>
City Manager's Remarks:	Your approval of the state aid agreement for the Main Street Gateway project is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

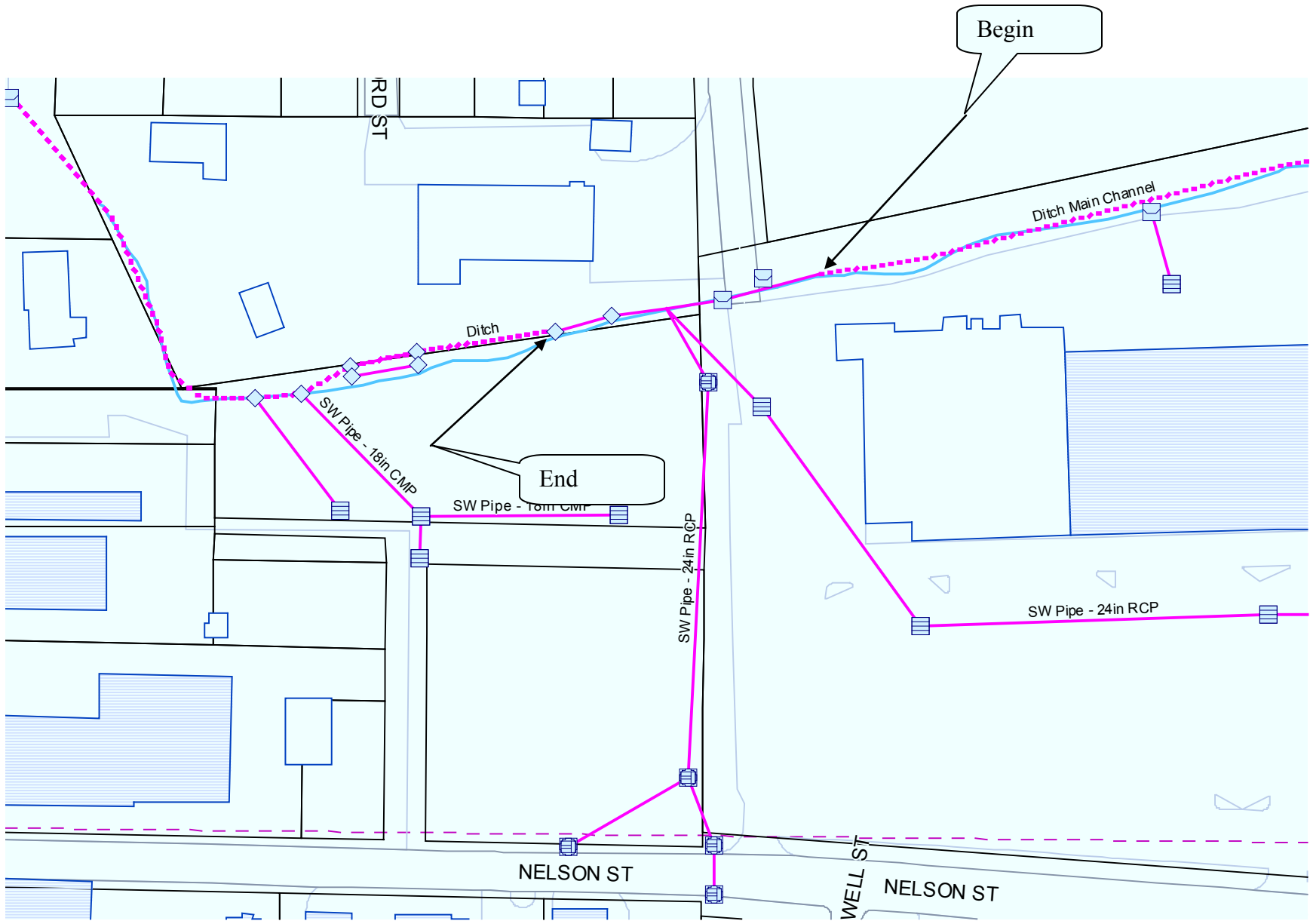


City of Cartersville

**City Council Meeting
8/18/2011 7:00:00 PM
Emergency Storm Drain Repair- Roosevelt Street**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	<p>On Tuesday, June 21st we received a call from a dispatcher with the Bartow County Water Department concerning a hole which had appeared in their parking lot. The dispatcher let us know that it appeared serious. Upon arrival on the site, we took a flash light and did indeed find that although the hole in the asphalt was small enough, the huge cavern that was underneath was a severe situation. This pipe run, although only 160 linear feet long, conveys stormwater from one of the largest basins in Cartersville. The pipe size here was 84 inches in diameter and upon walking through it we found that a complete structural failure had occurred due to corrosion that had eaten the pipe in two. We immediately determined that the entire 160-foot run needed to be replaced due to the deteriorating condition. We discussed the nature of the problem with our City Manager, Mr. Grove and our Assistant City Manager, Mr. Porta and we felt that due to the emergency status and the proximity to the Bartow County Maintenance Building, we would proceed to get it repaired.</p> <p>Since we had recently had a contractor finish a job for us, we consulted with him to do the work. Johnny's Grading and Hauling began work on June 28th and the job was completed on July 11th. Costs are summarized as follows:</p> <p>Large pipe was bid out and the low bidder was Southeast Culvert at \$22,870.00.</p> <p>All sub-grade stabilizer (Gravel) was purchased from Vulcan Materials which is a sole source for a cost of \$14,944.66. All other miscellaneous materials such as pre-cast manhole products, ready mix concrete, parking lot repairs and grassing came to a total of \$14,075.69. The labor charge which included excavating and hauling away all trench materials (which included stumps, tires and other unsuitable material) and hauling in and compacting new "structural suitable" soil and installing and backfilling of the new pipe system was \$37,317.00.</p> <p>All labor for the repair was performed by the hour with City forces helping. The total cost for this job ending up being \$89,207.35. Our City Engineer ran us a D.O.T. bid cost estimate using their Memo line item costs and it totalled \$123, 431.00. It appears that</p>

	working it the way we did saved us a considerable amount. These actual costs were covered with Stormwater Funds from 2003 SPLOST.
City Manager's Remarks:	Council needs to be aware of this. As the parking lot was caving in, it presented a hazard to the public and needed to be repaired. Your approval of the piping, materials and the contracted labor is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	Verify and SAVE documentation is on file for the bid threshold items.



Detailed Cost Estimate - Emergency Pipe Repair at Roosevelt St and BCWS

Pay Item No.	Description	Unit	Quan	Unit Cost	Total
150-1000	TRAFFIC CONTROL		1 LS	\$3,000.00	\$3,000.00
163-0232	TEMPORARY GRASSING		1 LS	\$750.00	\$750.00
163-0240	MULCH		2 TN	\$200.00	\$400.00
	CONSTRUCT AND REMOVE BALED STRAW				
163-0530	EROSION CHECK		200 LF	\$5.00	\$1,000.00
	CONSTRUCT AND REMOVE INLET SEDIMENT				
163-0550	TRAP		2 EA	\$250.00	\$500.00
171-0010	TEMPORARY SILT FENCE, TYPE A		240 LF	\$3.00	\$720.00
171-0030	TEMPORARY SILT FENCE, TYPE C		240 LF	\$5.00	\$1,200.00
210-0100	GRADING COMPLETE		1 LS	\$30,000.00	\$30,000.00
310-1101	GRADED AGGREGATE BASE CRS		107.6 TN	\$35.00	\$3,766.00
318-3000	AGGREGATE SURFACE CRS		30 TN	\$25.00	\$750.00
	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, GP				
402-3110	1 OR 2, INCL BITUM & H-LIME		55 TN	\$130.00	\$7,150.00
413-1000	BITUM TACK COAT		50 GL	\$5.00	\$250.00
441-0104	CONC SIDEWALK, 4 IN		11 SY	\$42.00	\$462.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2		125 LF	\$15.00	\$1,875.00
500-3200	CLASS B CONCRETE		19 CY	\$200.00	\$3,800.00
550-1180	STORM DRAIN PIPE, 102 IN, H 1-10		160 LF	\$231.00	\$36,960.00
550-1240	STORM DRAIN PIPE, 36 IN, H 1-10		90 LF	\$51.00	\$4,590.00
207-0203	FOUNDATION BACKFILL MATERIAL		794.02 TN	\$25.00	\$19,850.50
603-2180	STN DUMPED RIP RAP, TP 3, 12 IN		16.46 SY	\$40.00	\$658.40
668-4300	STORM SEWER MANHOLE, TP 1		1 EA	\$3,000.00	\$3,000.00
700-7000	AGRICULTURAL LIME		0.5 TN	\$500.00	\$250.00
700-6910	PERMANENT GRASSING		1 LS	\$2,000.00	\$2,000.00
700-8000	FERTILIZER MIXED GRADE		1 TN	\$500.00	\$500.00
			TOTAL		\$123,431.90

	<p>protective barriers, etc.) and installation. In an effort to keep the cost as low as possible, we intend to recycle as much of the hardware in the vehicles as possible.</p> <p>4. These vehicles will be purchased with seized funds (DEA Account) # 210.2110.54.2200 and not through the taxpayer funded general fund. I recommend that this bid be approved for immediate purchase.</p> <p>5. Current E-Verify and SAVE documents are on file.</p>
City Manager's Remarks:	Your approval of the purchase of Police vehicles is recommended.
Financial/Budget Certification:	These vehicles will be purchased with seized funds (DEA Account) # 210.2110.54.2200 and not through the taxpayer funded general fund.
Legal:	
Associated Information:	Current E-Verify and SAVE documents are on file.

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

**Attn: Police Department
Contact: Chief Thomas N. Culpepper 770-607-6238
tnculpepper@cartersvillepolice.com**

Bid Specification Sheet

New Police Pursuit Vehicles

TO: Butler Chrysler Dodge Jeep
1555 Salem Road
Beaufort, SC 29902

Quantity: 5

Model Year 2011-2012

Make: Sedan (4 Door)

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "**Meets or Exceeds Specifications**" column if bid specifications are met. **All bids must include completed SAVE and E-Verify Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. The lowest/best bidder will be contacted. Bids will not be accepted after the Due NLT date.**

Supporting Data:

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

Police Pursuit Vehicles	Meets or Exceeds Specifications		COMMENTS
	YES	NO	
Body Type- four door, sedan	✓		
Engine- V6 or V8 Police Rated (3.5L minimum required)	V-6		New Police 2010 Charger
REAR WHEEL DRIVE REQUIRED	✓		
Severe-duty Cooling System	✓		
Automatic Transmission – Police rated	✓		
Power Steering	✓		
Heavy Duty Antilock Brakes	✓		
Factory Air Conditioning	✓		
Front Seats – Cloth, adjustable - bucket	✓		Item # 14
Rear Seat – cloth, bench	✓		

Power Windows/ Power Door Locks	✓		
Tilt Steering Wheel	✓		
Equipment Feed Wires/module (interior)	✓		
AM/FM Stereo Radio	✓		
Heavy duty floor mats (front only)	✓		
Spotlight- driver side	✓		
Factory tinted side windows	✓		
Exterior Color – White	✓		
No Alarm System	✓		
Radial Police Rated Tires	✓		
Full size spare tire	✓		
Single key for ignition & all doors	✓		
Driver/Front Passenger Air Bags	✓		

Total Per Unit Price

\$ 19,980

Anticipated number of weeks until delivery (after approval): 1 week - 2 weeks
 (IN STOCK) ^S

Other required equipment:

- ❖ Roof mount light wiring feed - Optional/if available
 - ❖ Delivered to the Cartersville Police Dept.
 - ❖ Manufacturer's Warranty
-
- ❖ Complete E-Verify and SAVE Documents (Attached)
 - ❖ All vehicle bids must be for Police Pursuit rated vehicles, no others will be accepted.

All bids are due NLT: July 29, 2011 @ 5:00 pm.

Item # 14

Bids will be opened on: August 1, 2011 @ 9:00 AM @ the Cartersville Police Department, 178 West Main Street Cartersville, GA 30120.

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. §13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in 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").

The date by which a prime contractor must register and participate in a qualifying federal work authorization program depends on the number of employees in the prime contractor's company. If the prime contractor's company has 500 or more employees, it is required to register and participate in a qualifying federal work authorization program by July 1, 2007. If the prime contractor's company has 100 or more employees, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2008. If the prime contractor's company has 99 employees or fewer, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

_____ The undersigned has registered for and is participating in a qualifying federal work authorization program;

or,

_____ The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time. But, if the undersigned becomes a qualifying prime contractor in the future, the undersigned agrees to register for and participate in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. §13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each sub-contractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

[SIGNATURE ON NEXT PAGE]

Item #

Daryl E. Horton

BY: Authorized Officer or Agent

7/27/11

Date

Fleet Sales Mgr

Title of Authorized Officer or Agent

C140R 7249

Basic Pilot User Identification Number
(if applicable)

CHARLES E. HORTON

Printed Name of Authorized Officer
or Agent

With express authority on behalf of:

Butler Chrysler, Dodge, Jeep

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
27 DAY OF July, 2011.

Charlene Bowclaw

Notary Public

My Commission Expires: 6/27/2013

SUBCONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. §13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Sub-contractors may participate in 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").

The date by which your company must register and participate in a federal work authorization program depends on the number of employees in your company. If your company has 500 or more employees, you are required to register and participate in a federal work authorization program by July 1, 2007. If your company has 100 or more employees, you are required to register and participate in a federal work authorization program by July 1, 2008. If your company has 99 employees or fewer, you are required to register and participate in a federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. §13-10-91 by checking the appropriate line below:

The undersigned has registered for and is participating in a qualifying federal work authorization program; *or*,

The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time. But, if the undersigned becomes a qualifying sub-contractor in the future, the undersigned agrees to immediately:

- (1) Notify the covered prime contractor; *and*,
- (2) Register for and participate in a qualifying federal work authorization program.

Charles E. Horton
BY: Authorized Officer or Agent

7/27/11
Date

Fleet Sales Mgr
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 27th
DAY OF July, 2011.

CHARLES E. HORTON
Printed Name

CHOR 7249
Basic Pilot User Identification Number
(if applicable)

Charlene Bourdain
Notary Public

Item # 14
My Commission Expires: 6/27/2013

**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

Charles E. Horton

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

Butler Dodge

[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.

Charles E. Horton 8/2/11
Signature of Applicant: Date

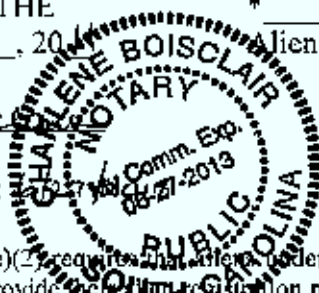
CHARLES E. HORTON
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2nd DAY OF Aug, 2011 * _____ Alien Registration number for non-citizens

Charlene Boisclair
Notary Public

My Commission Expires:



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



City of Cartersville

**City Council Meeting
8/18/2011 7:00:00 PM
Press Feed Pump for the Water Pollution Control Plant**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>Memo To: Sam Grove From: Jim Stafford Date: 8-11-11 Subject: Purchase Press Feed Pump</p> <p>Council Approved:</p> <p>One biosolids press at the waste water treatment plant is worn out. We must replace this unit in order to dewater all sludge produced. The price of replacement is \$10,510.87 and the distributor for this equipment is Carl Eric Johnson, Inc. (Sole source supplier) I recommend approval of this purchase from maintenance budget. All Save and E-verify are in hand.</p>
City Manager's Remarks:	Your approval of this equipment replacement is recommended.
Financial/Budget Certification:	Paid for from the maintenance budget.
Legal:	
Associated Information:	Save and Everify are on file.

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.

CPAD8845
EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer or Agent
(Contractor Name) Carl Eric Johnson, Inc.

8/10/11
Date

CFO
Title of Authorized Officer or Agent of Contractor

Crystal Padilla
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
10 DAY OF August, 20 11

[Signature]
Notary Public
My Commission Expires:

**IRENE L. BRYANT
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES**

* As of the effective date of O.C.G.A. ~~13-10-91~~ APRIL 30, 2012 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).

**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

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

Carl Eric Johnson Inc.
[Name of business, corporation, partnership]

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

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

Signature of Applicant: Date

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
*
10 DAY OF August, 2011 Alien Registration number for non-citizens

Irene L. Bryant
Notary Public

IRENE L. BRYANT
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
APRIL 30, 2012

My Commission Expires:

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

SUBCONTRACTOR AFFIDAVIT

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

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

CPAD8845

EEV/Basic Pilot Program* User Identification Number

 8/10/11

BY: Authorized Officer or Agent
(Subcontractor Name)

Date



City of Cartersville

**City Council Meeting
8/18/2011 7:00:00 PM
Biosolids Pump for Water Pollution Control Plant**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>Memo To: Sam Grove From: Jim Stafford Date: 7-5-11 Subject: Purchase Biosolids Pump</p> <p>Date Approved:</p> <p>The solids pump for the Bioreactor at the WPCP is worn out. We have had to replace or repair it several times in the last five years. This is a critical part of the process presently used at the plant. We need to purchase a backup pump so when this pump goes down we can change it out the same day. Shipping usually takes 6-8 weeks on any new part for a new pump. This makes it difficult for the plant to operate with this unit out of service.</p> <p>I recommend purchasing this replacement pump from GPM Inc. for the price of \$7225.50.</p> <p>E-Verify and Save documents are in hand.</p> <p>This will be purchased from maintenance line item in the budget.</p>
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	Paid for from the budget.
Legal:	Everify and Save documentation on file.
Associated Information:	

**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

Ralph E. Rhyme

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

GPM Industries, Inc.

[Name of business, corporation, partnership]

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

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

Ralph E. Rhyme 8-9-11
 Signature of Applicant: Date

Ralph E. Rhyme _____
 Printed Name: _____

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

* _____
Alien Registration number for non-citizens

Brenda C Purvis

Notary Public
My Commission Expires **Notary Public, Bibb County, Georgia
My Commission Expires October 5, 2014.**

*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:

SUBCONTRACTOR AFFIDAVIT

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.

RRY 4967

EEV/Basic Pilot Program* User Identification Number

[Signature]

BY: Authorized Officer or Agent
(Contractor Name)

8-9-11

Date

V.P. of F.WANCE - GPM Industries

Title of Authorized Officer or Agent of Contractor

RALPH E. Rhyne

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DAY OF , 20

[Signature]

Notary Public

My Commission Expires:

Notary Public, Bibb County, Georgia

My Commission Expires October 5, 2014.

* 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
8/18/2011 7:00:00 PM
June 2011 Unaudited Financial Report**

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the June 2011 unaudited financial report. Also attached is the supplemental financial information report and the cash position report for same time period. Please note that these reports are on a cash basis and that they will change as the year-end closing process is completed.
City Manager's Remarks:	Tom R. will go over this information at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY
As of June 30, 2011

	FY 2009 - 10	FY 2010 - 11	FY 2009 - 10	FY 2010 - 11	100.00% OF BUDGET (Year to Date)
	MONTH OF June-10	MONTH OF June-11	Year to Date June-10	Year to Date June-11	
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,672,429	\$1,811,129	\$22,957,881	\$22,994,539	101.47%
EXPENDITURE	\$1,563,913	\$1,666,658	\$20,823,282	\$22,900,508	101.06%
Gen. Fund Net Profit (Loss)	\$108,516	\$144,471	\$2,134,599	\$94,031	
WATER & SEWER					
REVENUE	\$1,032,585	\$1,184,917	\$13,262,855	\$12,772,190	86.53%
EXPENDITURE	\$1,072,956	\$1,298,033	\$12,595,792	\$13,046,819	88.39%
Wtr. & Swr. Fund Net Profit (Loss)	(\$40,371)	(\$113,116)	\$667,063	(\$274,629)	
GAS					
REVENUE	\$1,394,307	\$1,511,800	\$25,336,600	\$23,320,052	78.09%
EXPENDITURES	\$1,770,022	\$1,869,257	\$22,425,110	\$22,366,146	74.90%
Gas Fund Net Profit (Loss)	(\$375,715)	(\$357,457)	\$2,911,490	\$953,906	
ELECTRIC					
REVENUE	\$3,396,070	\$4,078,508	\$40,454,394	\$41,440,652	96.03%
EXPENDITURES	\$3,618,101	\$3,842,312	\$38,902,453	\$40,942,830	94.88%
Electric Fund Net Profit (Loss)	(\$222,031)	\$236,196	\$1,551,941	\$497,822	
STORMWATER					
REVENUE	\$99,492	\$104,361	\$1,201,004	\$1,188,299	98.53%
EXPENDITURE	\$68,500	\$70,740	\$808,236	\$1,281,740	106.28%
Stormwater Fund Net Profit (Loss)	\$30,992	\$33,621	\$392,768	(\$93,441)	
SOLID WASTE					
REVENUE	\$162,330	\$172,806	\$2,143,038	\$2,132,851	98.70%
EXPENDITURE	\$171,649	\$166,149	\$1,990,143	\$2,036,268	94.23%
Solid Waste Fund Net Profit (Loss)	(\$9,319)	\$6,657	\$152,895	\$96,583	
FIBER OPTICS					
REVENUE	\$281,353	\$111,269	\$1,894,861	\$1,793,144	115.74%
EXPENDITURE	\$130,294	\$115,159	\$1,345,311	\$1,370,120	88.43%
Fiber Fund Net Profit (Loss)	\$151,059	(\$3,890)	\$549,550	\$423,024	

MONTHLY SUMMARY
As of June 30, 2011

	FY 2009 - 10 MONTH OF June-10	FY 2010 - 11 MONTH OF June-11	FY 2009 - 10 Year to Date June-10	FY 2010 - 11 Year to Date June-11	100.00% OF BUDGET (Year to Date)
GENERAL FUND <small>excluding SPLIT, DDA & School System Property Tax Revenue & Expenditures</small>					
REVENUE	\$1,672,429	\$1,811,129	\$22,957,881	\$22,994,539	101.47%
EXPENDITURE	\$1,563,913	\$1,666,658	\$20,823,282	\$22,900,508	101.06%
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ELECTRIC					
REVENUE	\$3,396,070	\$4,078,508	\$40,454,394	\$41,440,652	96.03%
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STORMWATER					
REVENUE	\$99,492	\$104,361	\$1,201,004	\$1,188,299	98.53%
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SOLID WASTE					
REVENUE	\$162,330	\$172,806	\$2,143,038	\$2,132,851	98.70%
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FIBER OPTICS					
REVENUE	\$281,353	\$111,269	\$1,894,861	\$1,793,144	115.74%
EXPENDITURE	\$130,294	\$115,159	\$1,345,311	\$1,370,120	88.43%
Fiber Fund Net Profit (Loss)	\$151,059	(\$3,890)	\$549,550	\$423,024	

Cash Position	6/30/10	7/31/10	8/31/10	9/30/10	10/31/10	11/30/10	12/31/10
Total Unrestricted Cash Balance	\$8,890,105.29	\$7,845,404.59	\$7,638,085.25	\$7,952,368.34	\$10,009,196.68	\$9,424,338.85	\$7,115,097.67
Total Restricted Cash Balance	\$47,418,581.56	\$47,894,357.14	\$47,572,697.02	\$48,848,229.34	\$49,903,957.61	\$50,366,278.51	\$51,479,175.64
Cash Position	1/31/11	2/28/11	3/31/11	4/30/11	5/31/11	6/30/11	
Total Unrestricted Cash Balance	\$7,628,740.53	\$9,625,803.89	\$10,428,970.33	\$10,298,707.05	\$10,170,077.98	\$9,926,033.63	
Total Restricted Cash Balance	\$51,109,257.91	\$52,260,470.26	\$52,897,171.73	\$53,985,095.32	\$54,133,763.68	\$54,303,771.24	



City of Cartersville

**City Council Meeting
8/18/2011 7:00:00 PM
Citizen Survey Results**

SubCategory:	Presentations
Department Name:	City Manager's Office
Department Summary Recommendation:	This is the fourth and final presentation of the results from the Spring 2011 Citizen Survey. Today's presentation focuses primarily on recreation, city services, other services, and public trust.
City Manager's Remarks:	This the final survey presentation. No formal action is required of Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Presentation 4 Summary

Questions	2003	2005	2007	2009	2011	2011 National Comp	2011 Southern Comp
Recreation							
Used Cartersville recreation centers	N/A	N/A	N/A	N/A	69%	Much Above	Much Above
Recreation centers or facilities	76%	72%	69%	78%	76%	Above	Above
Participated in a recreation program or activity	50%	59%	62%	65%	53%	Above	Much Above
Recreation programs or classes	81%	75%	70%	76%	79%	Above	Much Above
Visited a neighborhood park or City park	95%	93%	90%	88%	86%	Similar	Similar
City parks	89%	81%	78%	86%	85%	Above	Much Above
Other Services							
Power (electric and/or gas) utility	N/A	N/A	N/A	76%	82%	Above	Much Above
Drinking water	70%	69%	60%	71%	76%	Much Above	Much Above
Sewer services	77%	75%	70%	78%	79%	Above	Above
Storm drainage	45%	46%	51%	60%	63%	Similar	Above
Garbage collection	82%	83%	83%	82%	84%	Similar	Similar
Yard waste pick-up	76%	71%	79%	75%	76%	Above	Above
Recycling	N/A	N/A	N/A	N/A	50%	Much Below	Much Below
Recycled used paper, cans or bottles from your home in last 12 months	57%	57%	68%	64%	63%	Much Below	Much Below
Land use, planning and zoning	35%	45%	44%	48%	53%	Much Above	Much Above
Code enforcement (weeds, abandoned buildings, etc.)	43%	43%	46%	47%	43%	Similar	Similar
Run down buildings, weed lots and junk vehicles seen as a "major" problem	17%	12%	11%	10%	12%	Similar	Similar
Public library services	81%	77%	83%	92%	86%	Above	Above
Used Cartersville public libraries or their services	64%	65%	69%	73%	73%	Similar	Above

City Employees

Had contact with City employee(s) in last 12 months	68%	68%	68%	68%	56%	Similar	Similar
Knowledge	89%	77%	75%	77%	85%	Similar	Above
Responsiveness	85%	74%	71%	75%	75%	Similar	Similar
Courteousness	88%	73%	77%	73%	81%	Similar	Similar
Overall impression	87%	69%	73%	70%	78%	Similar	Similar
Public Information							
Public information services	N/A	61%	54%	67%	67%	Similar	Above
Read Cartersville Newsletter	N/A	84%	91%	88%	88%	Much Above	Much Above
Visited the City of Cartersville Web site	N/A	N/A	33%	52%	59%	Similar	Below
Special Population Services							
Services to youth	N/A	N/A	51%	67%	62%	Above	Above
Services to seniors	N/A	N/A	68%	71%	66%	Similar	Above
Services to low-income people	N/A	N/A	41%	55%	51%	Above	Above
Government Trust							
The job Cartersville government does at welcoming citizen involvement	57%	62%	63%	62%	58%	Above	Above
Services provided by the Federal Government	53%	54%	46%	40%	43%	Similar	Similar
Services provided by the State Government	59%	53%	51%	44%	46%	Above	Similar
Services provided by Bartow County Government	N/A	N/A	N/A	65%	69%	Much Above	Much Above
Services provided by City of Cartersville	79%	79%	72%	78%	80%	Much Above	Much Above
The value of services for the taxes paid to Cartersville	74%	65%	61%	67%	65%	Much Above	Much Above
The overall direction that Cartersville is taking	69%	63%	60%	66%	65%	Much Above	Much Above