



City of Cartersville

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

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 12/5/2019
Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. November 21, 2019 (Pages 1 - 10)

[Attachments](#)

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

1. Z19-05: Rezone .47 acres from G-C to L-I. Location: 350 N. Erwin St. Applicant: Prodigy Enterprises (Pages 11 - 27)

[Attachments](#)

2. Z19-06: Rezone 8.52 acres from G-C/O-C to G-C/M-U. Location: 1136/1138 N. Tennessee St. Applicant: Tri Unity Holdings, LLC (Pages 28 - 46)

[Attachments](#)

3. SU19-07: Special Use Permit to Allow a Trash Transfer Station in the H-I Zoning District (Pages 47 - 66)

[Attachments](#)

C. Second Reading of Ordinances

1. Fiscal Year 2018-19 Budget Amendment (Pages 67 - 69)

[Attachments](#)

D. Contracts/Agreements

1. Elite Athletics Inc. (Pages 70 - 81)

[Attachments](#)

2. North Georgia Rec (Pages 82 - 94)

[Attachments](#)

3. Cartersville Senior Fitness (Pages 95 - 105)

[Attachments](#)

4. GDOT Grant Funds for Airport (Pages 106 - 107)

[Attachments](#)

E. Bid Award/Purchases

1. Everbridge Mass Communication System (Pages 108 - 110)

[Attachments](#)

2. Replacement Extrication Equipment on Engine 3 (Pages 111 - 112)

[Attachments](#)

3. Matthews Garage Vehicle Repair (Pages 113 - 116)

[Attachments](#)

4. Bartow County Radio System (Pages 117 - 118)

[Attachments](#)

5. WTP Valve Actuator Replacements (Pages 119 - 124)

[Attachments](#)

6. Sewer Flow Monitoring (Pages 125 - 135)

[Attachments](#)

F. Other

1. Election Results (Pages 136 - 140)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES

**OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT
770-387-5616.**



City of Cartersville

City Council Meeting
12/5/2019 7:00:00 PM
November 21, 2019

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

City Council Meeting
 10 N. Public Square
 November 21, 2019
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Jayce Stepp, Council Member Ward Two Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and David Archer, City Attorney.

Absent: Kari Hodge, Council Member Ward One and Taff Wren Council Member Ward Six

II. Regular Agenda

A. Council Meeting Minutes

1. November 7, 2019 City Council Minutes

A motion to approve the November 7, 2019 City Council Meeting Minutes as presented was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 4-0.

B. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. Z19-05: Rezone .47 acres from G-C to L-I. Location: 350 N. Erwin St. Applicant: Prodigy Enterprises

David Hardegree, City Planner stated In June, JA Smith and Company began installing a chain link fence around the perimeter of the property to protect the construction equipment being stored behind the building. Mr. Hardegree informed the fence company of the setbacks, and the zoning and fence restrictions in the G-C (General Commercial) district. Code enforcement officer, Donna Fritz, and Mr. Hardegree contacted the owner. At an on-site meeting in July, the owner was informed of the zoning violations of outdoor storage of the construction equipment and fence setback restrictions under the G-C zoning district. A solution to rezone the property from G-C to L-I (Light Industrial) was agreed to by all parties. The L-I zoning category allows the owner to store construction equipment on the property and provides relief to the fence restrictions. Planning Commission recommended approval (6-0).

Public Hearing: no one came forward and the public hearing was closed.

This is a first reading and does not require a vote.

2. Z19-06: Rezone 8.52 acres from G-C/O-C to G-C/M-U. Location: 1136/1138 N. Tennessee St. Applicant: Tri Unity Holdings, LLC

Mr. Hardegree stated in 2018, Tri Unity Holdings LLC requested a Special Use permit for the construction of apartments and condominiums above commercial and office uses in the same building for the parcels located at 1136 and 1138 N. Tennessee St. That request was approved with a condition by City Council on October 4, 2018. The condition was to construct a privacy fence along the property line bordering the Point North subdivision. Since the special use permit approval, the applicant was unable to receive sufficient funding for apartments or condominiums on the 1136 N. Tennessee St property. Therefore, the applicant has revised the plans to include a different housing product more suitable to investors. The rezoning is needed to construct townhouse and office space products on the proposed M-U tract and to expand the G-C tract to include additional parking areas for the mixed-use development. Planning Commission recommends denial (6-0).

Public hearing:

Baja Karazmi, Cartersville, GA came forward as the applicant to speak for the application.

Joan Mannis, Calhoun GA came forward to speak for the application.

Dean Bagwell, Cartersville, GA came forward to speak against the application.

Public hearing was closed.

This is a first reading and does not require a vote.

3. SU19-07: Special Use Permit to Allow a Trash Transfer Station in the H-I Zoning District

Mr. Hardegree stated regulated Services LLC, is requesting the Special Use permit for a Waste Transfer Station at 375 Industrial Park Rd, zoned H-I and 5.0+/- acres. The applicant is proposing a multi-faceted waste treatment facility that will process household trash, process and sterilize medical waste making it safe for disposal, reduce the waste volume through shredding and transport the waste to an appropriate landfill for disposal. Pharmaceutical disposal and document shredding are also proposed. Planning Commission recommends approval (5-1) with conditions:

- 1) Medical wastes cannot be chemically treated; and
- 2) Off-hour [after hour] security be provided.

Public hearing:

Brandon Bowen, Cartersville, GA came forward and spoke for the application.

Kevin Berry, Carrollton, GA came forward and spoke for the application.

Kevin Cash, Marietta, GA came forward to speak for the application.

Josh Bennett, Braselton, GA came forward to speak for the application.

Jackie Voyles, Cartersville, GA came forward with concerns to speak in opposition.

Kevin Cash, came forward once again to address Ms. Voyles concerns.

Public hearing was closed.

This is a first reading and does not require a vote.

C. Contracts/Agreements

1. Employee Training

Tamara Brock, City Manager stated the City contacted GMA regarding Customer Service Workshops for our employees (except Police and Fire). A GMA representative will conduct six, three-hour workshops from January 9 through January 23 for approximately 236 employees. The fee is \$500 per session with a minimum of 15 employees per session.

A motion to approve Employee Training was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

2. Land Acquisition

David Archer, City Attorney stated James Stafford is offering the following property containing 1.23 acres, which is adjacent to the City of Cartersville Water Treatment Plant (Clarence B. Walker Water Treatment Plant). He is offering the property for \$10,000.00. This property is appraised by the Tax Assessor's Office at \$12,200.00. This property, if transferred to the City, would be beneficial to our operations and provide additional security for the site. Staff recommends this acquisition of property.

Additionally, Jim Stafford will be signing the documents on Wednesday and original documents will be brought to the Council meeting.

A motion to approve the land acquisition was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

3. IGA and Easement Between City of Cartersville and Bartow County

Mr. Archer stated Bartow County needed to relocate our existing gas line as part of the Cass-White Road Project. As our line was in a purchased easement owed by the City, and the County wanted to put it in a right-of-way, we wanted an agreement that if it needed to be relocated, it would be at the expense of the County. Staff recommends this item.

A motion to approve IGA and Easement Between City of Cartersville and Bartow County was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

4. Contractor Estimate – 19 N Erwin St

Mrs. Brock stated the City Manager met with John Lewis and David Arnold with ACE Construction regarding pricing for the renovation of the old fire station. Mr. Arnold submitted a proposal with pricing for \$125 per hour with a not to exceed 50 billable hours. The consulting will include:

- 1) 25 hours on site conducting an analysis of the existing conditions and drafting shop drawings of existing layouts.
- 2) 25 hours completing shop drawings, conducting reports and gathering pricing for full renovation.
- 3) Site reports, budget pricing, shop drawings and recommendation to be supplied to the owner.

Motion to approve the Contractor Estimate – 19 N Erwin St was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

5. Douthit Ferry Road Change Order

Wade Wilson, City Engineer stated the City of Cartersville has been notified that according to GDOT surveyors, Southland Engineering's survey pavement elevation is out of the required tolerance in some areas along Douthit Ferry Road. This tolerance was not met due to the repaving of the road after the topographic information was collected by Southland Engineering survey crews. Therefore, their crews will need to re-survey some of the areas where the survey is out of tolerance. The proposed scope change will result in an additional survey fee of \$4,800.

In order to keep this project moving forward, Public Works recommends the Mayor be approved to sign the change order.

Motion to approve the Douthit Ferry Road Change Order was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

D. Bid Award/Purchases

1. UPC 2020 Annual Membership

Michael Hill, Gas Department Head stated the Gas Department is required by state law to be a member of the UPC. This is our annual membership dues invoice in the amount of \$10,655.38. I recommend Council approval of this invoice.

Motion to approve the UPC 2020 Annual Membership was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

2. Transco Delivery Point Electrical Design and Installation

Mr. Hill stated the gas system received quotes from three (3) local electricians. Complete Electrical Systems, Inc. of White, Georgia submitted the low quote in the amount of \$22,996.00. The remaining quotes were JDH Electric, LLC in the amount of \$85,000 and R&J Prime Electrical in the amount of \$36,000.

The low bid from Complete Electrical Systems, Inc. is attached. The Gas Department recommended the approval of the low bid of \$22,996.00.

Motion to approve the Transco Delivery Point Electrical Design and Installation was made by Council Member Roth and was seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

3. Talon Control Software

Mr. Hill stated the Gas System's Transco Delivery point requires a specific software to control gas flowing into the system. This software can monitor the current system pressures and dispatch notifications by e-mail or text to alert Gas System employees of abnormal pressure readings. This software is available from a sole source provider, Equipment Controls Company at a cost of \$6,675.00.

Council Member Stepp made a motion to approve the Talon Control Software and the motion was seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

4. WPCP – NPDES Permit Requirement – Watershed Protection Plan Implementation

Bob Jones, Water Department Head stated the City received a new National Pollution Discharge Elimination System (NPDES) permit which allows discharge of treated sewage into the Etowah River. One of the many conditions/requirements of the permit is the development, approval and implementation of a Watershed Protection Plan (WPP). This plan monitors water quality in the watershed of the receiving stream in an effort to maintain or improve water quality over time.

The WPP is similar in nature to required monitoring plans for stormwater compliance. Stormwater manages the Impaired Waters Plan (IWP) which requires similar stream monitoring. Rindt McDuff and Associates (RMA) developed the IWP and is currently assisting Public Works

in implementing that plan. RMA was selected to develop the WPP based on their work with the IWP and the ability to share data across the two plans.

RMA has developed the attached task order for implementation of both the WPP and IWP. The scope includes all monitoring, analysis and data reporting for both the WPP and IWP. Additionally, the scope includes required annual reporting for the WPP. RMA has proposed a cost of \$59,500 for the first year of monitoring.

This is a budgeted item. It is recommended for approval of this item.

Motion to approve the WPCP – NPDES Permit Requirement – Watershed Protection Plan Implementation was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

5. Cogsdale Maintenance Invoice

Tom Rhinehardt, Finance Department Head stated the annual software maintenance invoice from Cogsdale has been received. The invoice is \$86,169.92 and represents an increase of about 10.0% from last year's invoice. The increase, like last year, will cover the increasing cost that Cogsdale has to pass on to its customers for providing support service and on-going product improvements. I was assured by Cogsdale that all of their clients have had an increase of 10.0% along with Cogsdale's assurance that they are striving to constantly improve the level of support service they provide to their existing customers.

This is a budgeted item and it is recommended for your approval of the Cogsdale invoice for payment in the amount of \$86,169.92.

Motion to approve the Cogsdale Maintenance Invoice was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote:4-0.

E. First Reading of Ordinances

1. Fiscal Year 2018-2019 Budget Amendment

Mr. Rhinehardt stated after Completion of the Fiscal Year 2018-19 close, the General Fund, Special Revenue funds, and the SPLOST Fund's budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. I recommend your approval of the attached ordinance amendment.

This is a first reading and does not require a vote.

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

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2018 – 2019 budget.

2018 - 2019 Budget Summary

General Fund	Revenues	Expenditures
Revenues	\$25,859,450	
Expenditures:		
Legislative		\$ 1,400,470
Administration		\$ 1,132,185
Finance Dept.		\$ 1,313,145
Customer Service Dept.		\$ 777,005
Police		\$ 5,891,870
Fire		\$ 7,629,145
Municipal Court		\$ 267,615
Public Works		\$ 2,519,350
Recreation		\$ 3,451,850
Planning & Development		\$ 1,235,805
Downtown Development Authority		\$ 241,010
Special Revenue Funds		
GO Park Bonds Series 2014	\$ 1,714,300	\$ 1,714,300
SPLOST – 2003	\$ 39,795	\$ 39,795
SPLOST – 2014	\$ 3,295,380	\$ 3,295,380
DEA	\$ 357,330	\$ 357,330
State Forfeiture	\$ 22,365	\$ 22,365
Hotel/Motel Tax	\$ 957,080	\$ 957,080
Motor Vehicle Rental Tax	\$ 77,670	\$ 77,670
Grant Funds	\$ 181,780	\$ 181,780
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 31,390	\$ 31,390
Development Fees	\$ 10,960	\$ 10,960
Tax Allocation District	\$ 279,065	\$ 279,065
Cartersville Building Authority	\$ 5,486,020	\$ 5,486,020

SDBG Supplemental Dis Rec	\$ 131,905	\$ 131,905
Enterprise Funds		
Fiber Optics	\$ 2,120,110	\$ 2,120,110
Electric	\$49,126,240	\$49,126,240
Gas	\$35,962,150	\$35,962,150
Solid Waste	\$ 2,649,715	\$ 2,649,715
Stormwater	\$ 1,597,000	\$ 1,597,000
Water & Sewer	\$40,113,000	\$19,271,770
Water Pollution Control Plant		\$14,991,835
Water Treatment Plant		\$ 5,849,395
Internal Service Fund		
Garage	\$ 1,572,820	\$ 1,572,820

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of November 2019. First Reading.

ADOPTED this ___ day of December 2019. Second Reading.

/s/ _____
Matthew J. Santini
Mayor
ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

F. Monthly Financial Statement

1. September 2019 Financial Report

Mr. Rhinehardt came forward and went over the financial report comparing funds between September 2019 to September 2018.

Mayor Santini made an announcement that City offices will be closed for Thanksgiving and for residents to plan accordingly for trash pick up services.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini, Mayor

ATTEST:
/s/ _____
Meredith Ulmer, City Clerk



City of Cartersville

City Council Meeting
12/5/2019 7:00:00 PM

Z19-05: Rezone .47 acres from G-C to L-I. Location: 350 N. Erwin St. Applicant: Prodigy Enterprises

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<p>In June, JA Smith and Company began installing a chain link fence around the perimeter of the property to protect the construction equipment being stored behind the building. Mr. Hardegree informed the fence company of the setbacks, and the zoning and fence restrictions in the G-C (General Commercial) district. Code enforcement officer, Donna Fritz, and Mr. Hardegree contacted the owner. At an on-site meeting in July, the owner was informed of the zoning violations of outdoor storage of the construction equipment and fence setback restrictions under the G-C zoning district. A solution to rezone the property from G-C to L-I (Light Industrial) was agreed to by all parties. The L-I zoning category allows the owner to store construction equipment on the property and provides relief to the fence restrictions. Planning Commission recommended approval (6-0).</p>
City Manager's Remarks:	<p>This addresses outdoor storage for the property owner and allows it under the rezoning to Light Industrial. Planning Commission recommended approval. This is the second reading.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-05**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Prodigy Enterprises**

Representative: **Jonathan Smith**

Property Owner: **Prodigy Enterprises**

Property Location: **350 North Erwin St. (C013-0001-008)**

Access to the Property: **Erwin St.**

Site Characteristics:

Tract Size: Acres: **0.47** District: **4th** Section: **3rd** LL(S): **380**

Ward: **4** Council Member: **Calvin Cooley**

LAND USE INFORMATION

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

Proposed Zoning: **L-I (Light Industrial)**

Proposed Use: **General Contractor with exterior storage of equipment**

Current Zoning of Adjacent Property:

North: **P-I (Public/Institutional)**

South: **L-I (Light Industrial)**

East: **L-I (Light Industrial)**

West: **G-C (General Commercial)**

The Future Development Plan designates the subject property as: **Transitional Use Area**

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

ZONING ANALYSIS

Rezoning Summary: The applicant, JA Smith and Company, in June, began installing a chain link fence around the perimeter of the property to protect the construction equipment being stored behind the building. City Planner, David Hardegree, was contacted by the fence company prior to the start of installation to inquire about setbacks. Mr. Hardegree informed the fence company of the setbacks, and the zoning and fence restrictions in the G-C district. Code enforcement officer, Donna Fritz, observed the fence installation and made contact with the owner as did Mr. Hardegree.

At an on-site meeting in July, the owner was informed of the zoning violations of outdoor storage of the construction equipment and fence setback restrictions under the G-C (General Commercial) zoning district. A solution to rezone the property from G-C to L-I (Light industrial) was agreed to by all parties. The L-I zoning category allows the owner to store construction equipment on the property and provides relief to the fence restrictions.

Previously, the property was used as a used car sales lot. All of the property is in the FEMA floodplain. A chain link fence is appropriate for use in the flood plain.

A stream flows across the back edge of the property and a small, non-compliant stream buffer does exist. The stream buffer should remain in place and intact.

City Department Comments

Electric: No comments received

Fibercom: Takes no exception

Fire: No comments received

Gas: The Gas System takes no exception to the following as shown in the attachment provided the owner agrees to double-lock the gate with a Gas System lock allowing 24-7 access within the limits of the fenced area. A natural gas facility exists within the fenced area by prescribed easement. Additionally, the location of the proposed fence cannot hinder access to the existing natural gas facility. The owner is responsible for contacting the Gas System offices prior to fence construction to confirm access to the existing natural gas facility is not hindered and immediately after construction of the fence to coordinate double-locking of the gate.

Public Works: No comments received

Water and Sewer: No comments received

Cartersville School District: N/A.

Public Comments: None received as of 11-4-19.

STANDARDS FOR EXERCISE OF ZONING POWERS.

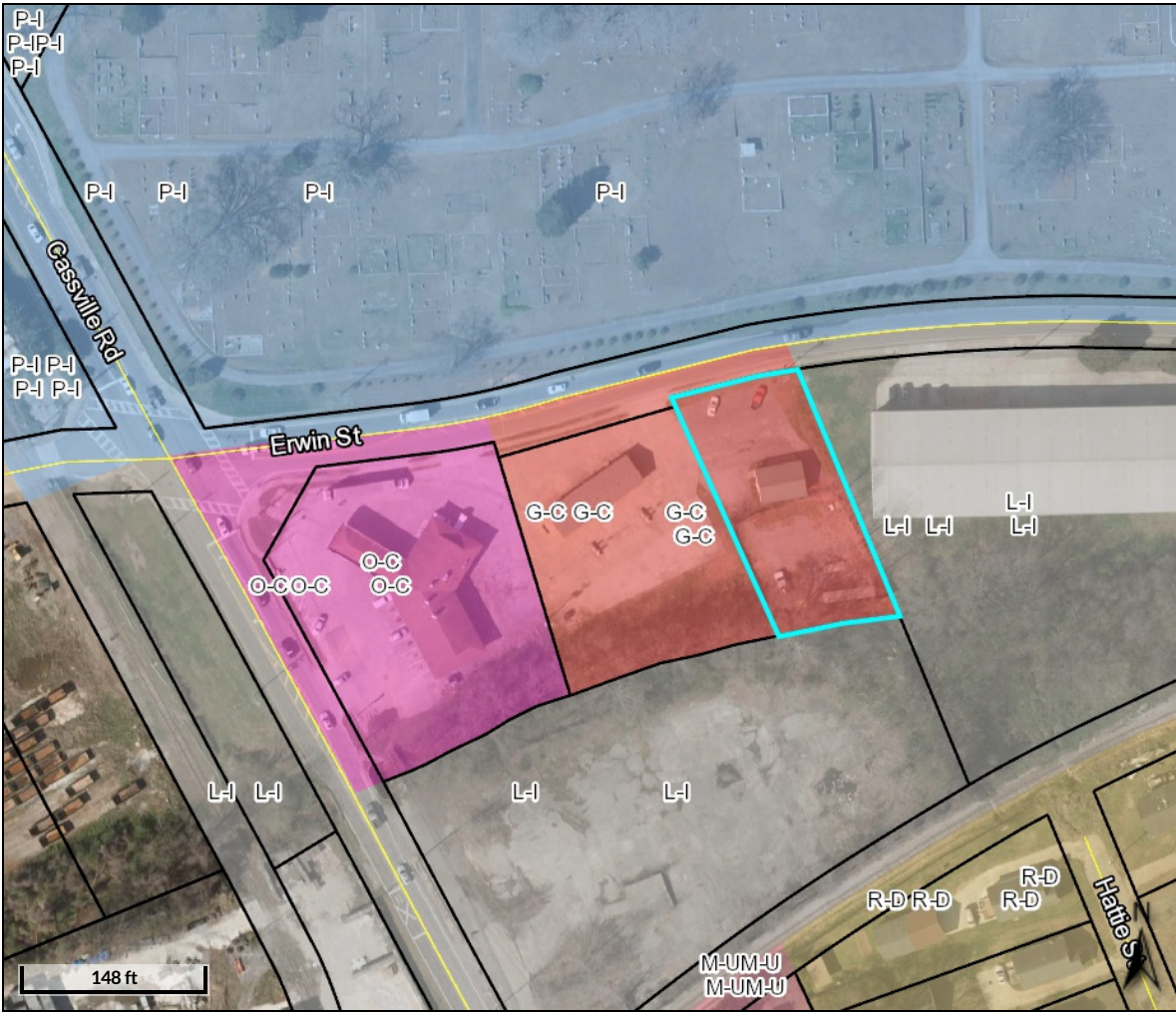
1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned G-C (General Commercial), L-I (Light Industrial), & P-I (Public/Institutional)
2. *The suitability of the subject property for the zoned purposes.*
The property, as zoned, has limited suitability for development and use due to the FEMA floodplain.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
Due to the floodplain requirements, this is a difficult property to utilize. Outdoor storage of heavy construction equipment may be a suitable use. There is little gain to the public for the proposed use; however, the owner/ applicant may suffer a hardship without a zoning approval.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property may have a reasonable, but limited, economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal may permit a use that is suitable in view of the use of the adjacent properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal generally conforms with the Future Development Plan and Comprehensive Land Use Plan.

8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no other known conditions affecting the use or development of the property.

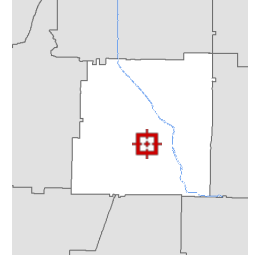
STAFF RECOMMENDATION: Staff recommends approval.

PLANNING COMMISSION RECOMMENDATION:


































Recommends approval (6-0)



Overview



Legend

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

Parcel ID C013-0001-008
Sec/Twp/Rng n/a

Alternate ID 33531
Class Commercial

Owner Address RAY GERALD
 106 TANGLEWOOD DRIVE

Item # 2

Property Address 350 N ERWIN ST **Acreage** 0.47
Cartersville

CARTERSVILLE GA 30120

District Cartersville

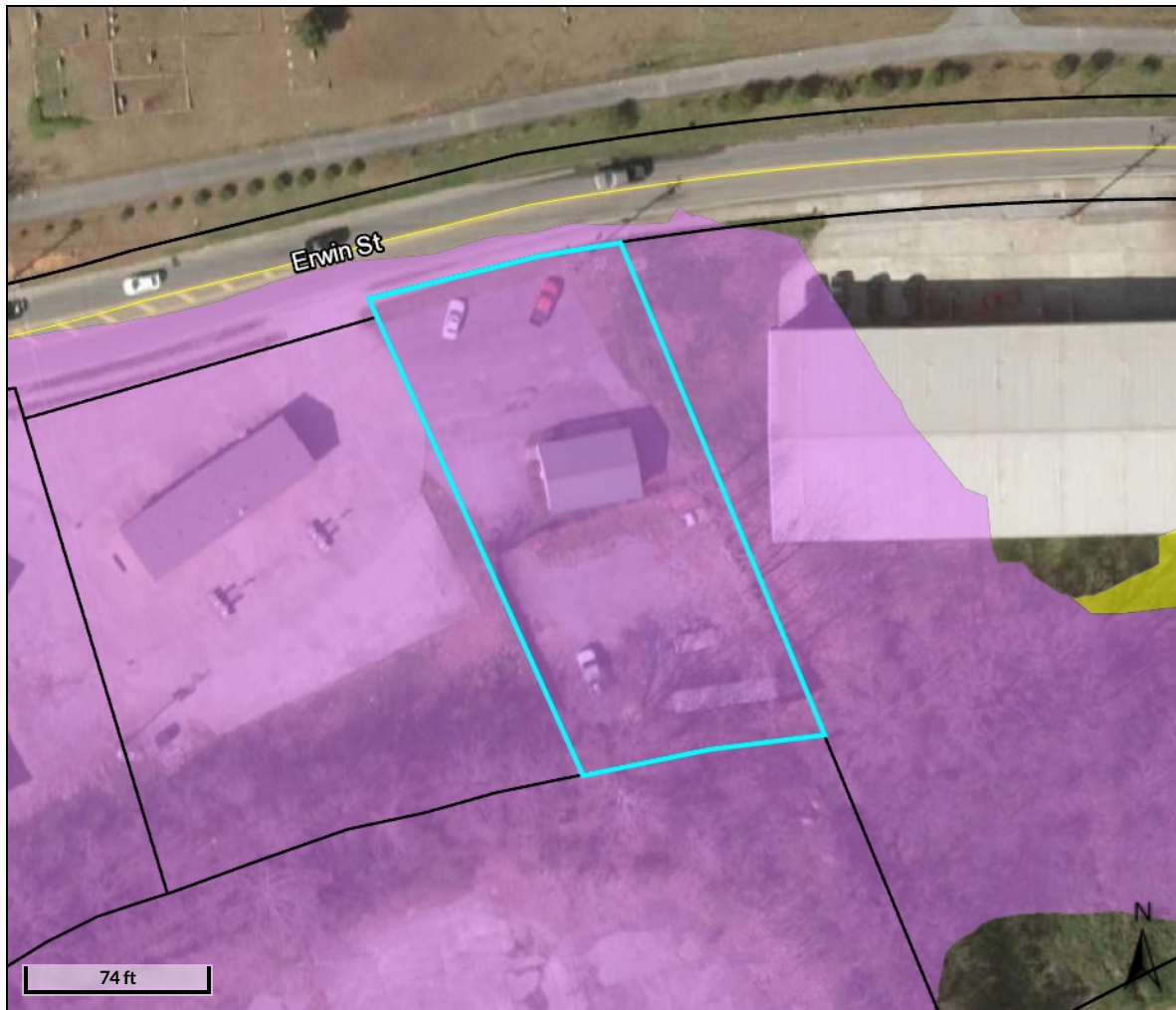
Brief Tax Description LL 380 D 4

(Note: Not to be used on legal documents)

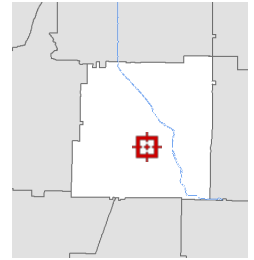
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Developed by  Schneider
GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads
- City Labels
- Flood Hazard Area
 -  Bartow Regulatory
 -  FEMA

Parcel ID	C013-0001-008	Alternate ID	33531	Owner Address	RAY GERALD
Sec/Twp/Rng	n/a	Class	Commercial		106 TANGLEWOOD DRIVE
Property Address	350 N ERWIN ST	Acreeage	0.47		CARTERSVILLE GA 30120
	Cartersville				

District Cartersville
Brief Tax Description LL 380 D 4

(Note: Not to be used on legal documents)

Date created: 7/10/2019

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Developed by  Schneider
 GEOSPATIAL

Sec. 9.6. - G-C General commercial district.

9.6.1. *G-C district scope and intent.* Regulations set forth in this section are the G-C district regulations. The G-C district is intended to provide locations in which community and regionally-oriented retail and service activities can be established so as to best serve the community and traveling public as further described in section 3.1.19 of this chapter.

9.6.2. *Use regulations.* Within the G-C district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Adolescent treatment facilities.
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive garages.
- Automotive and truck sales or rental.
- Automotive specialty shops.
- Automotive storage yards and wrecker service.
- Barber shops and beauty salons.
- Boat sales and service.
- Bowling alleys.
- Brewpub.
- Building supply companies.
- Bus stations.
- Car washes.
- Catering, carry-out and delivery.
- Check cashing stores.
- Clinics (excludes veterinary clinic).
- Clinic or hospital, animal.
- Clubs or lodges (noncommercial) (SU).*
- Colleges and universities.
- Construction contractors:
 - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Special trade contractors, including, but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).
- Consumer fireworks retail sales facility.
- Convenience stores.
- Dancing schools.

Sec. 10.1. - L-I Light industrial district.

10.1.1. *L-I district scope and intent.* Regulations in this section are the L-I district regulations. The L-I district is intended to provide locations and land areas for the development of industrial and business parks and uses which meet the needs of processing, manufacturing, fabricating, and warehousing, research, related office uses, and other uses as further described in section 3.1.20 of this chapter.

Light manufacturing establishments shall consist of any manufacturing establishment which does not use water in the manufacturing operation either for processing, cooling, or heating and which shall emit no smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed.

Manufacturing establishments which use limited water in the manufacturing operation either for processing, cooling, or heating; or which emit smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed shall not be allowed, except with approval of a special use in accordance with standards further described in section 16.4.9.

10.1.2. *Use regulations.* Within the L-I district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as allowed shall not be permitted.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Adult entertainment establishments (SU).*
- Amateur radio transmitter.
- Automotive storage yards and wrecker service.
- Aviation airports.
- Bus stations.
- Brewery (SU if accessory tasting room is included).*
- Brewpub.
- Cheerleading/gymnastics facilities and indoor athletic training facilities.
- Clinic or hospital, animal.
- Clubs or lodges (noncommercial) (SU).*
- Construction contractors: general contractors, heavy equipment contractors, and special trade contractors (including, but not limited to, construction subcontractors, engineers, architects, and land surveyors).
- Distillery (SU if accessory tasting room is included).*
- Distribution.
- Indoor firing range.
- Indoor recreation facilities.
- Manufacturing.

Application for Rezoning

City of Cartersville

Case Number: 219-05

Date Received: 10/4/19

Public Hearing Dates:

Planning Commission 11/12/19 5:30pm 1st City Council 11/21/19 7:00pm 2nd City Council 12/5/19 ~~7:00pm~~ 9 A.M.

Applicant Prodigy Enterprises Office Phone 770 383 1436
 (printed name)
 Address 11 S Gilmer St Mobile/ Other Phone 404 877 2565
 City Cartersville State GA Zip 30120 Email JSmith@Jasco-llc.com
Jonathan Smith Phone (Rep) _____
 Representative's printed name (if other than applicant) Email (Rep) _____
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: _____ My commission expires: _____
 Notary Public _____

* Titleholder Prodigy Enterprises Phone 404 877 2565
 (titleholder's printed name)
 Address 11 S. Gilmer St Email JSmith@Jasco-llc.com
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires: _____
 Notary Public _____

Present Zoning District Commercial Requested Zoning L Industrial
 Acreage .450 Land Lot(s) _____ District(s) _____ Section(s) _____
 Location of Property: 350 N. Erwin St. Cartersville, GA 30120
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: Use

 (attach additional statement as necessary)

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

Item # 2

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 9/10/19

Date Two Years Prior to Application: 9/10/17


Date Five Years Prior to Application: 9/10/14


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

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

Item # 2

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


 Signature _____ Date 9/10/19


 Print Name _____

LIST OF ADJACENT PROPERTY OWNERS

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

	<u>NAME</u>	<u>ADDRESS</u>
1.	PO Pham CE JR	410 N Erwin St
2.	Angebejar LLC	340 N Erwin St
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Item # 2

Attach additional names if necessary.

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

Z19-05



Item # 2







City of Cartersville

City Council Meeting
12/5/2019 7:00:00 PM

Z19-06: Rezone 8.52 acres from G-C/O-C to G-C/M-U. Location: 1136/1138 N. Tennessee St. Applicant: Tri Unity Holdings, LLC

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<p>In 2018, Tri Unity Holdings LLC requested a Special Use permit for the construction of apartments and condominiums above commercial and office uses in the same building for the parcels located at 1136 and 1138 N. Tennessee St. That request was approved with a condition by City Council on October 4, 2018. The condition was to construct a privacy fence along the property line bordering the Point North subdivision. Since the special use permit approval, the applicant was unable to receive sufficient funding for apartments or condominiums on the 1136 N. Tennessee St property. Therefore, the applicant has revised the plans to include a different housing product more suitable to investors. The rezoning is needed to construct townhouse and office space products on the proposed M-U tract and to expand the G-C tract to include additional parking areas for the mixed-use development. Planning Commission recommends denial (6-0).</p>
City Manager's Remarks:	<p>The original application was approved by Council in October of 2018 with a condition requiring a privacy fence. Since that time, the owner was not able to secure sufficient funding for the apartments or condominiums and has revised the plans to include a different housing product. The rezoning is needed to construct townhouse and office space products on the M-U tract and to expand the G-C tract to include additional parking for the mixed-use development. Planning Commission recommends denial. This is the second reading.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-06**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Tri Unity Holdings, LLC**
 Representative: **Baha Kharazmi**
 Property Owner: **Tri Unity Holdings, LLC**

Property Location: **1136 N. Tennessee St (C032-0003-015)**

Access to the Property: **N. Tennessee St and W. Felton Rd**

Site Characteristics:

Tract #1 Size: Acres: **7.42ac** District: **4th** Section: **3rd** LL(S): **530**

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

LAND USE INFORMATION

Current Zoning: **O-C (Office-Commercial)**
 Proposed Zoning: **M-U (Multiple Use) and G-C (General Commercial)**
 Proposed Use: **Townhomes, Office Space and Parking Lot (M-U);
 Parking Lots (G-C)**

Current Zoning of Adjacent Property:

North: **Uninc. C-1 (General Business) and Uninc. I-1 (General Industrial)**
 South: **O-C (Office Commercial) and P-D (Planned Development)**
 East: **O-C (Office-Commercial) and G-C (General Commercial)**
 West: **P-D (Planned Development)**

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

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

ZONING ANALYSIS

Project History:

In 2018, the applicant requested a Special Use permit for the construction of apartments and condominiums above commercial and office uses in the same building for the parcels located at 1136 and 1138 N. Tennessee St. That request was approved with a condition by City Council on October 4th, 2018. The condition was to construct a privacy fence along the property line bordering the Point North subdivision. Approval letter attached.

Since the special use permit approval, the applicant was unable to receive sufficient funding for apartments or condominiums on the 1136 N. Tennessee St property. Therefore, Mr. Kharazmi has revised his plans to include a different housing product more suitable to investors. The rezoning is needed to allow Mr. Kharazmi to construct townhouse and office space products on the proposed M-U tract and to expand the G-C tract to include additional parking areas for the mixed-use development.

Rezoning Summary

This zoning request is to:

1. Rezone 6.8 +/- acres from O-C (Office Commercial) to M-U (Multiple Use) for the purpose of constructing townhomes, offices and a parking lot; and,
2. Rezone 0.90 +/- acres from O-C (Office Commercial) to G-C (General Commercial) for the purposes of constructing parking areas for proposed mixed use development at 1138 N. Tennessee St. The 0.90 acres will be combined with the G-C zoned property of 1138 N. Tennessee St.

Per the submitted concept plan, the applicant proposes the following for the proposed M-U parcel:

- 37 townhouse units with rear access parking; **3 and 4 bedroom units proposed**
- 6,605sf of office space (condominium);
- Approx. 55 parking spaces for use by the mixed-use development or shared with the townhomes;
- Right in/ Right out traffic flow at the Felton Road entrance; and,
- Option for (12) additional parking spaces if street is reconfigured near the Tennessee St. access point.

The existing street on the proposed M-U property was never dedicated to the city as public right-of-way so it may remain private with an HOA/POA in place to maintain the road and other common elements.

No development changes are needed to the mixed-use project planned on the 1138 N. Tennessee St. tract, except to expand the tract to include parking areas. No change to the special use permit application for the 1138 N. Tennessee St. is required either. The special use condition requiring a privacy fence adjacent to the Point North neighborhood is recommended by staff to remain in place.

City Department Comments. Special Use permit comments also attached.

Electric: Takes no exception. See also comments from SU18-05.

Fibercom: Takes no exception

Fire: Takes no exception to the rezoning provided that the developer meets all adopted codes, ordinances, development regulations, and water demands.

Gas: As provided in the response to the previous Special Use application and in response to the following, the Gas System takes no exception to the application as attached provided that it is understood there are many obstacles to overcome in the site design of this project relating to existing and proposed natural gas facilities. There are existing natural gas facilities in conflict with the proposed site plan that require relocation and there is a great deal of utility coordination that will be required including space for metering facilities, service lines and easements. As discussed in the concept meeting, the Gas System may require a master metering facility or facilities for natural gas service in lieu of individual meters if the required space cannot be provided.

Public Works: Takes no exception to the zoning request; however; all current development regulations will need to be met prior to permitting.

Water and Sewer: No comments received

Public Comments: None received as of 11-4-19

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent incorporated properties are zoned O-C (Office Commercial), G-C (General Commercial) and P-D (Planned Development). Two unincorporated parcels are zoned C-1 (General Business) and I-1(General Industrial). The current zoning reflects the existing land uses.
2. *The suitability of the subject property for the zoned purposes.*
The subject property was annexed and rezoned to C-1 in 1995 for the construction of an office-commercial business park. The C-1 zoning was converted to O-C with the adoption of the 1996 zoning ordinance. The proposed M-U zoning and land use seem to be more appropriate for the adjacent Point North subdivision than the previously proposed uses as a business park and as a mixed use development.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*

There is no gain or hardship imposed on the public with the exception that another housing option, that may be in demand, is proposed. The hardship on the owner is increased if the zoning request is not approved.

4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned; however, depending on the use, conflicts with the adjacent Point North subdivision could arise.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use that is suitable and compatible with adjacent uses.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does conform with the Future Development Plan but does not conform with the Comprehensive Land Use Plan because of the residential component. The Future Land use map identifies this area as Commercial; however, townhomes may be a more suitable proposal adjacent to the Point North subdivision than a commercial development.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION: Staff recommends approval with the condition that a privacy fence be installed between the Point North subdivision and this property per the condition approved on SU18-05, dated 10/4/18.

PLANNING COMMISSION RECOMMENDATION:

Recommends Denial (6-0)



City of Cartersville

PLANNING AND DEVELOPMENT

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

October 16, 2018

Baha Kharazmi
c/o Tri Unity Holdings LLC
6524 Buford Hwy NE
Atlanta, GA 30340

RE: SU18-05: 1136/1138 N. Tennessee St. Special Use Permit results letter

Mr. Kharazmi,

This letter serves as verification of the outcome of your Special-Use Permit application, SU18-05, to the City Council for:

Allowing apartments and condominiums, above, below, or behind commercial and office uses in the same building

The application was **APPROVED with the following condition** by City Council on October 4th, 2018:

Council Member Hodge made a motion to approve SU18-05 subject to the fence style and location as approved by the Planning and Development and Gas Departments. The motion was seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

No further action is required regarding this Special-Use application.

The next steps in the project approval process require building and site plans be reviewed and approved by the City of Cartersville. I will be the point of contact for the site plan approval process. David Dye, Building Official, will be the point of contact for the building plan review.

Please contact me with any questions.

Sincerely,

David Hardegree, AICP
City Planner
O. 770-387-5614
dhardegree@cityofcartersville.org

SU18-05

2. City Department Comments:

Electric: As far as the Electric System goes, and as far as a general concept, I am fine with what they are proposing. Depending on whether the same players are involved from the 1st meeting, and if they took good notes, another meeting may or may not be needed. I think all of the departments express concerns regarding utility location, existing easements, trash receptacle locations, etc. None of these things have been addressed, of course, since this is a concept. However, it needs to be stressed that there are a lot of variables still at play and there will have to be some concessions made in order for the project to materialize, such as easements and maybe even alterations to the site layout.

Fibercomm: Takes no exception

Fire: CFD does not take exception to the special use request provided that they can meet all adopted building and fire codes related to life safety, firefighter access and hose lay distance. I feel they will be able to meet these requirements though it may take some re-configuration of the site layout.

Gas: In response to the following, the Gas System takes no exception to the application as attached provided that it is understood there are many obstacles to overcome in the site design of this project relating to existing and proposed natural gas facilities. There are existing natural gas facilities in conflict with the proposed site plan that require relocation and there is a great deal of utility coordination that will be required including space for metering facilities, service lines and easements. As discussed in the concept meeting, the Gas System may require a master metering facility or facilities for natural gas service in lieu of individual meters if the required space cannot be provided.

Public Works: No comments received.

Water and Sewer: Takes no exception. See comments, attached.

3. Public Comments:

8/27: Linda Picket. Resident- 11 Pointe Way. Inquiry call. Questions about apartment price points and senior living opportunities. Application and site plan sent via email.

8/29: Bill Davey. Business owner, 61 W Felton Rd. Inquiry walk-in. No objections.

8/29: Toni Rozier. Resident -103 Pointe North Dr. Email inquiry. Application and site plan sent via email.

Date: August 10, 2018

CARTERSVILLE WATER DEPARTMENT SPECIAL USE REQUEST REVIEW COMMENTS

Special Application Number: SU18-05 Applicant: TRI Unity Holdings, LLC

Location: 1136 & 1138 N. Tennessee Street

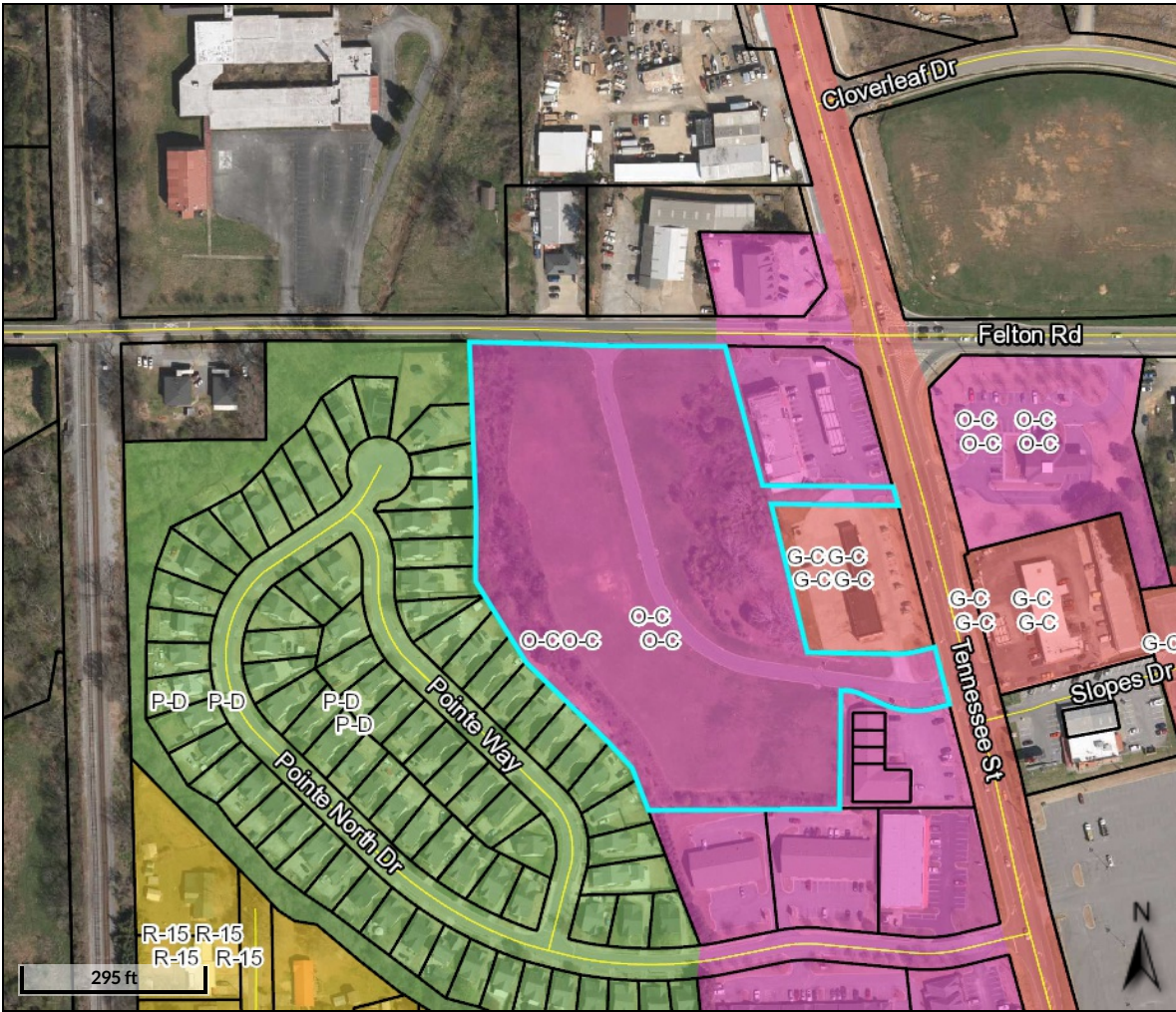
Special Use Request:

WATER SERVICE COMMENTS:

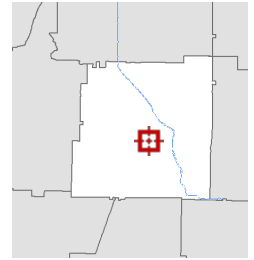
This property is located in the City of Cartersville Water Department's water service area. The Cartersville Water Department takes no exception the requested Special Use application. There is adequate water capacity for the proposed Development Concept The Development Concept presented in the Special Use application may require considerable modifications of the existing water infrastructure at the Developer's expense.

SEWER SERVICE COMMENTS:































This property is located in the City of Cartersville Water Department's sewer service area. The Cartersville Water Department takes no exception the requested Special Use application. There is adequate sewer capacity for the proposed Development Concept The Development Concept presented in the Special Use application may require considerable modifications of the existing sewer infrastructure at the Developer's expense.



Overview



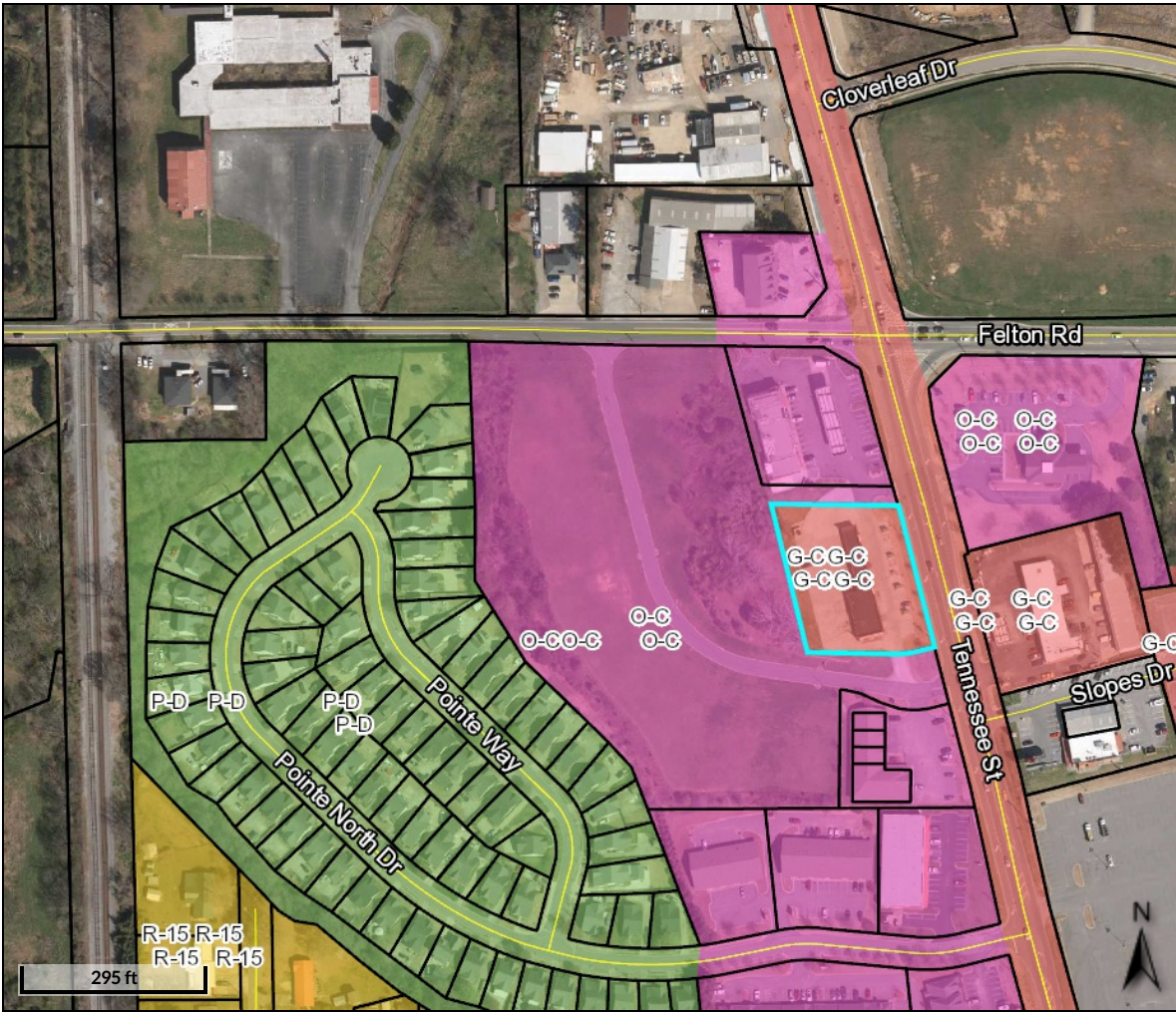
Legend

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

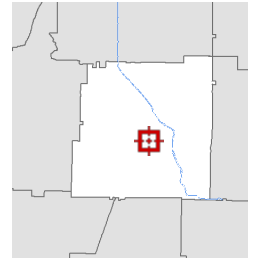
Parcel ID C032-0003-015
 Sec/Twp/Rng n/a
 Property Address 1136 N TENNESSEE ST
 Cartersville

Alternate ID 35878
 Class Commercial
 Acreage 7.45


































Owner Address TRI UNITY HOLDINGS LLC
 6524 BUFORD HWY NE
 ATLANTA GA 30340 **Item # 3**



Overview



Legend

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

Parcel ID C032-0003-080
 Sec/Twp/Rng n/a
 Property Address 1138 N TENNESSEE ST
 Cartersville

Alternate ID 35942
 Class Commercial
 Acreage 1.07

Owner Address TRI UNITY HOLDINGS LLC
 6524 BUFORD HWY NE
 ATLANTA GA 30340 **Item # 3**

Application for Rezoning

City of Cartersville

Case Number: Z19-06

Date Received: 10/7/19

Public Hearing Dates:

Planning Commission 11/12/19 5:30pm 1st City Council 11/21/19 7:00pm 2nd City Council 12/5/19 7:00pm 9:00am

Applicant TRI UNITY HOLDINGS, LLC Office Phone 404 510 2242
 (printed name)
 Address 1138 N Tennessee St. Mobile/ Other Phone 404 510 2242
 City CARTERSVILLE State GA Zip 30120 Email 4baha.k@gmail.com
 Representative's printed name (if other than applicant) _____ Phone (Rep) _____
 Representative Signature _____ Email (Rep) _____
 Signed, sealed and delivered in presence of _____ My commission expires: _____
 Notary Public _____ Applicant Signature [Signature]
 My commission expires: 4/24/20

Item # 3

* Titleholder TRI UNITY HOLDINGS, LLC Phone 404 510 2242
 (titleholder's printed name)
 Address 1136 & 1138 N TENNESSEE ST Email 4baha.k@gmail.com
 Signature [Signature]
 Signed, sealed, delivered in presence of _____ My commission expires: _____
 Notary Public _____ My commission expires: 4/24/20

Present Zoning District 1136 O-C, 1138 O-C Requested Zoning 1136 M-U & GC
 Acreage 1138, 1.11 Land Lot(s) 166 District(s) 4th Section(s) 3rd
1136, 7.45
 Location of Property: 1136 & 1138 N TENNESSEE ST., CARTERSVILLE GA 30120
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: 1136, M-U & GC To Provide Townhome and
Commercial / Office mixed uses. See Concept Plan
 (attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 10-04-2019

Date Two Years Prior to Application: 10-04-2017

Date Five Years Prior to Application: 10-04-2014

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

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

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

Baha Kharazmi 10-04-2019
 Signature Date

Baha Kharazmi
 Print Name



LOT 3
 1.11 ACRES
 CURRENT ZONING: G-C
 NO CHANGE- SUP TO REMAIN

Building 1 (4 STORIES)
 Retail Area = 20,000sf
 Required Parking = 60spaces
 45 Residential Condos
 Required Parking = 90 Spaces

Bldg 1

REWORK EXISTING
 ROADWAY- OPTIONAL
 PARKING SPACES TO BE
 PROVIDED IF POSSIBLE-

LOT 2
 0.90 ACRES
 CURRENT ZONING: O-C
 ADD THIS PORTION TO
 THE G-C LOT

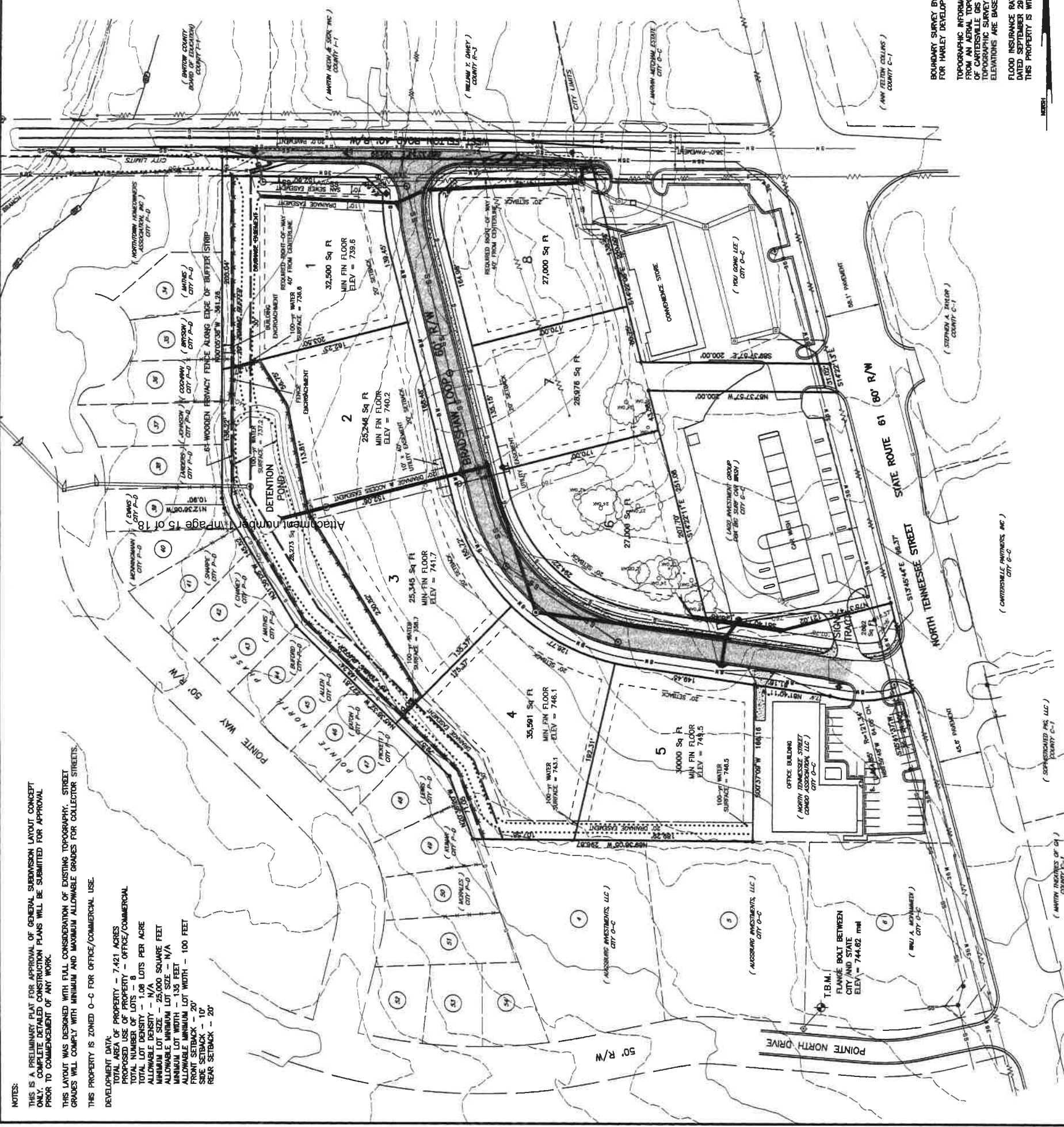
LOT 1
 6.80 ACRES
 CURRENT ZONING: O-C
 PROPOSED ZONING: M-U
 TOWNHOMES, OFFICE
 CONDO AND PARKING

FELTON WALK TOWNHOMES

NOTES:
 THIS IS A PRELIMINARY PLAN FOR APPROVAL OF GENERAL SUBDIVISION LAYOUT CONCEPT ONLY. COMPLETE DETAILED CONSTRUCTION PLANS WILL BE SUBMITTED FOR APPROVAL PRIOR TO COMMENCEMENT OF ANY WORK.
 THIS LAYOUT WAS DESIGNED WITH FULL CONSIDERATION OF EXISTING TOPOGRAPHY. STREET GRADES WILL COMPLY WITH MINIMUM AND MAXIMUM ALLOWABLE GRADES FOR COLLECTOR STREETS.
 THIS PROPERTY IS ZONED O-C FOR OFFICE/COMMERCIAL USE.

DEVELOPMENT DATA:
 TOTAL AREA OF PROPERTY - 7.421 ACRES
 PROPOSED USE OF PROPERTY - OFFICE/COMMERCIAL
 TOTAL NUMBER OF LOTS - 8
 ALLOWABLE DENSITY - 1.08 LOTS PER ACRE
 MINIMUM LOT SIZE - 25,000 SQUARE FEET
 MAXIMUM BUILDING FOOTPRINT PER LOT - N/A
 ALLOWABLE MINIMUM LOT WIDTH - 100 FEET
 FRONT SETBACK - 20'
 SIDE SETBACK - 10'
 REAR SETBACK - 20'

Attachment number 15 of 18



LOCATION MAP
 1" = 2000'

PRELIMINARY PLAT OF
BRADSHAW DAIRY BUSINESS PARK
 IN THE CITY OF CARTERSVILLE,
 IN LAND LOT 166,
 4TH DISTRICT, 3RD SECTION,
 BARTOW COUNTY, GEORGIA

OWNER/DEVELOPER
HARLEY DEVELOPMENTS
 DENNIS COLLIER
 P.O. BOX 3303
 CARTERSVILLE, GEORGIA 30120
 (678) 721-0704
 (678) 998-2383

20' BUFFER STRIP SHALL BE LANSCAPED TO THE SATISFACTION OF THE ZONING DEPARTMENT ALONG THE TOP OF THE EASTERN BANK OF THE DRAINAGE DITCH. A 6-FOOT-HIGH WOODEN PRIVACY FENCE SHALL BE INSTALLED ALONG THE WESTERN EDGE OF THE STRIP ADJACENT TO THE GAS LINE EASEMENT.

PRELIMINARY PLAT APPROVAL CERTIFICATE

All requirements of the City of Cartersville Development Regulations relative to the preparation and submission of a Preliminary Plat having been fulfilled, approval of this plat is hereby granted subject to further provisions of said regulations. This certificate is effective for 24 months from the date of signing unless a Final Plat is recorded.

Signed _____ Date _____



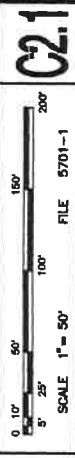
IF YOU DIG GEORGIA...
 CALL US FIRST!
 1-800-282-7411
 UTILITIES PROTECTION CENTER
 IT'S THE LAW

DATE	REVISION
07/20/06	PLAN COMPLETION
08/24/06	CITY REVIEW COMMENTS

JANUARY 9, 2006

BOUNDARY SURVEY BY SMITH & SMITH LAND SURVEYORS, P.C. FOR HARLEY DEVELOPMENTS, LLC, DATED OCTOBER 6, 2005.

TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS WAS OBTAINED FROM AN AERIAL TOPOGRAPHIC SURVEY PROVIDED BY THE CITY OF CARTERSVILLE. ALL ELEVATIONS ARE BASED UPON MEAN SEA LEVEL, NAD 1988. ELEVATIONS ARE BASED UPON MEAN SEA LEVEL, NAD 1988. FLOOD INSURANCE RATE MAP 13015C 0060 F, DATED SEPTEMBER 28, 1988, SHOWS NO PORTION OF THIS PROPERTY IS WITHIN THE 100-YEAR FLOOD ZONE.



021

Smith & Smith
 Civil Engineers, P.C.
 28 East 27th Street
 Cartersville, Georgia 30120
 Phone (770) 882-8888 FAX (770) 882-8888
 www.smithandsmith.com

REVISED PRELIMINARY PLAT OF
BRADSHAW DAIRY BUSINESS PARK
 CARTERSVILLE, GEORGIA



DATE	JANUARY 9, 2006
REVISION	
07/20/06	PLAN COMPLETION
08/24/06	CITY REVIEW COMMENTS

- OVERHEAD POWER LINE AND POLES
- POWER POLE & CUY WIRE
- OVERHEAD TELEPHONE LINE
- CITY OF CARTERSVILLE LOW PRESSURE GAS LINE
- CITY OF CARTERSVILLE 8" WATER LINE
- CITY OF CARTERSVILLE 36" WATER LINE
- CITY OF CARTERSVILLE SANITARY SEWER LINE
- 50' STREAM BUFFER



BOUNDARY SURVEY BY SMITH & SMITH LAND SURVEYORS, P.C.
 FOR HARLEY DEVELOPMENTS, LLC, DATED OCTOBER 6, 2005.

TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS WAS OBTAINED
 FROM AN AERIAL TOPOGRAPHIC SURVEY PROVIDED BY THE CITY
 OF CARTERSVILLE GIS DEPARTMENT AND A PARTIAL FIELD-RUN
 TOPOGRAPHIC SURVEY BY SMITH & SMITH LAND SURVEYORS, P.C.
 ELEVATIONS ARE BASED UPON MEAN SEA LEVEL, NGVD 1988

Item # 3

Z19-06
N. TENNESSEE ST.



Z19-06
FELTON ROAD





City of Cartersville

City Council Meeting
12/5/2019 7:00:00 PM

SU19-07: Special Use Permit to Allow a Trash Transfer Station in the H-I Zoning District

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<p>Regulated Services LLC, is requesting the Special Use permit for a Waste Transfer Station at 375 Industrial Park Rd, zoned H-I and 5.0+/- acres. The applicant is proposing a multi-faceted waste treatment facility that will process household trash, process and sterilize medical waste making it safe for disposal, reduce the waste volume through shredding and transport the waste to an appropriate landfill for disposal. Pharmaceutical disposal and document shredding is also proposed.</p> <p>Planning Commission recommends approval (5-1) with conditions:</p> <ol style="list-style-type: none">1) Medical wastes cannot be chemically treated; and2) Off-hour [after hour] security be provided.
City Manager's Remarks:	<p>This is a Special Use Permit to allow a trash transfer station in the H-I Zoning District. Planning Commission recommended your approval 5-1 with conditions including:</p> <ol style="list-style-type: none">1) Medical wastes cannot be chemically treated.2) Off-hour [after hour] security be provided. <p>This is the second reading.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU19-07**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Regulated Services LLC**

Representative: **Kevin Cash**

Property Owner: **Jack Speach**

Property Location: **375 Industrial Park Rd.**

Access to the Property: **Industrial Park Rd.**

Site Characteristics:

Tract Size: Acres:**5** District: **5th** Section: **3rd** LL(S): **201**

Ward:**6** Council Member: **Taff Wren**

LAND USE INFORMATION

Current Zoning: **H-I (Heavy Industrial)**

Proposed Zoning: **H-I (Heavy Industrial)**

Proposed Use: **Trash Transfer Station**

Current Zoning of Adjacent Property:

North: **H-I (Heavy Industrial)**

South: **County A1 (Agriculture) & County I-2 (Heavy Industrial)**

East: **H-I (Heavy Industrial)**

West: **H-I (Heavy Industrial)**

The Future Development Map designates the subject property as: **Workplace Center.**

The Future Land Use Map designates the subject property as: **Industrial.**

2. City Department Comments:

Electric: No comments received

Fibercom: Takes no exception

SU19-07

Fire: The applicant will have to sprinkler both buildings per the city ordinance of 5000 sq. ft. Also we need to know what the front and side setbacks will be to the adjacent buildings.

Gas: The Gas System takes no exception to the following as shown in the attachment provided the owner agrees to double-lock the gate with a Gas System lock allowing 24-7 access within the limits of the fenced area if the driveway will be gated. A natural gas facility exists within the fenced area. The owner is responsible for contacting the Gas System offices to coordinate double-locking of the gate if the driveway will be gated.

Public Works: Public Works does not oppose the special use permit SU19-07. However, it should be noted that there is floodplain present on the property and the flood ordinance will have to be met if development or use occurs within or adjacent to this floodplain.

Water and Sewer: No comments received

3. Public Comments: No comments received as of 11-4-19.

4. Special Use Review

The applicant, Regulated Services LLC, is requesting the Special Use permit in compliance with the zoning requirements for a Waste Transfer Station in the H-I (Heavy Industrial) zoning district. The applicant is proposing a medical waste treatment facility that sterilizes medical waste making it safe for disposal, reduces the waste volume through shredding and transports the waste to an appropriate landfill for disposal. See attached business description for more details.

Currently, there are two 5,000sf warehouse structures on site. One structure is proposed as an office with a secure pharmaceutical storage area. The other structure is proposed as document shredding center.

Two new structures, 8,000sf and 10,800sf, are proposed to address sterilization, shredding, storage and transport of the treated waste. See site plan. No encroachment of the floodplain on the southern half of the property is expected. Site development to be addressed during plan review.

Multiple state and federal agencies also have regulatory oversight over this type of operation: DEA, GA EPD, Georgia Board of Pharmacy and Georgia Board of Narcotics.

There are no additional Special Use Standards for a Waste Transfer Station beyond the basic standards addressed in the application.

The operation seems appropriate for the H-I zoning district and location.

SU19-07

5. Zoning Ordinance Findings

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

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and

SU19-07

submitted to the department of planning and development to initiate an application for a Special Use permit:

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

B.A ny use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

6. How General Standards Are Met:

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

How Standard #1 has / will be met: No negative effect to traffic along Industrial Park Rd. is expected.

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

How Standard #2 has / will be met: Sufficient space exists on site for employee/ client parking.

Standard #3: Protective screening.

How Standard #3 has / will be met: Not required.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Initially, the business would operate under one shift (Mon. – Fri., 7am-5pm). Eventually, the operation would grow to two shifts, overlapping (Mon. – Fri., 6am – 8pm [sic]).

Standard #5: Outdoor lighting

How Standard #5 has / will be met: No changes to existing conditions required. New lights may be needed for new buildings and will be addressed during plan review.

Standard #6: Ingress and egress to the property.

SU19-07

How Standard #6 has / will be met: Primary access is via Industrial Park Rd. A driveway from Industrial Park Rd. meanders through the applicants' property to the parcel to the south identified as Parcel No. 0079-0200-019. Owner is Jimmy Don Crane. This access driveway will be addressed during plan review.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: No negative impact to adjacent properties is expected.

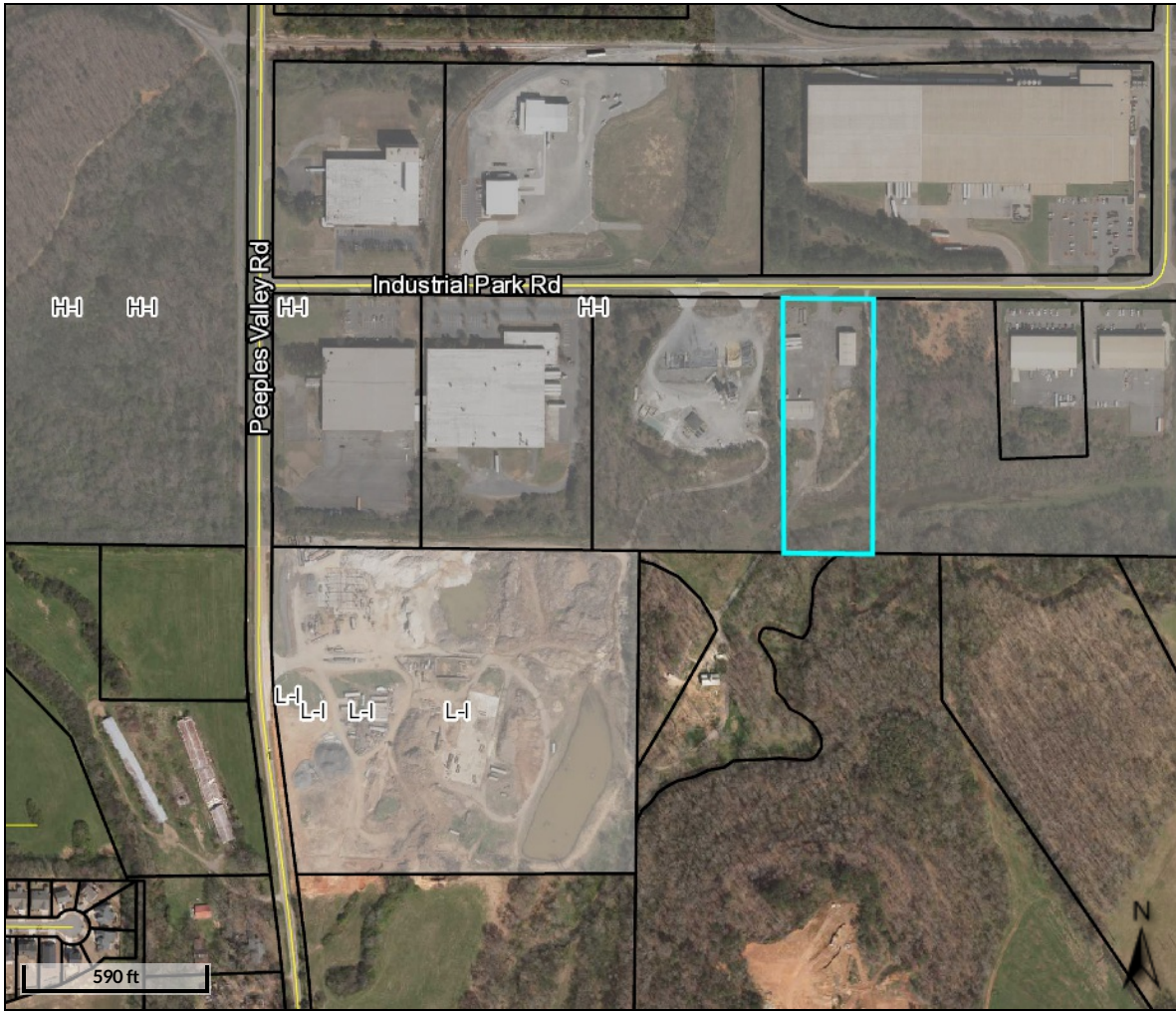
7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

N/A

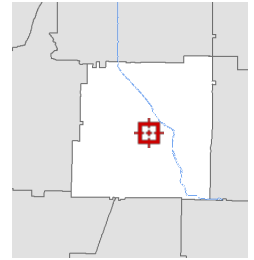
8. Staff Recommendation: Staff recommends approval.

9. Planning Commission Recommendation:






























Planning Commission recommends approval (5-1) with conditions:
1) Medical wastes can not be chemically treated; and
2) Off-hour [after hour] security be provided



Overview



Legend

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

Parcel ID C062-0001-005
 Sec/Twp/Rng n/a
 Property Address 375 INDUSTRIAL PARK RD
 Cartersville

Alternate ID 36685
 Class Industrial
 Acreage 5

Owner Address SPEACH JACK &
 SPEACH ARNA
 86 VAUGHN SPUR **Item # 4**
 CARTERSVILLE GA 30121

SU19-07

Item # 4



**Application for Special Use
City of Cartersville**

Case Number: SU19-07
Date Received: 10/8/19

Public Hearing Dates:

Planning Commission 11/12/19 5:30pm 1st City Council 11/21/19 7:00pm 2nd City Council 12/5/19 7:00pm 9 A.M.

Applicant Regulated Services LLC Office Phone 770-433-2484
(printed name)

Address 2859 Paces Ferry Rd Ste 1150 Mobile/ Other Phone _____

City Atlanta State GA Zip 30339 Email _____

KEVIN L CASH Phone (Rep) _____
Representative's printed name (if other than applicant)

Kevin L Cash Email (Rep) _____
Representative Signature Applicant Signature

Signed, sealed and delivered in presence of: Teri Harris
Teri Harris My commission expires _____
Notary Public **NOTARY PUBLIC**
Cobb County, GEORGIA
My Comm. Expires 03/21/2022

* Titleholder JACK SPEACH Phone 404-328-5189
(titleholder's printed name)

Address 375 Industrial Rd Email Speach Trucking @ A.H. V.C.T.
CARTERSVILLE GA 30121

Signature Jack Speach

Signed, sealed, delivered in presence of: Samantha Fincher
Samantha Fincher My commission expires _____
Notary Public **NOTARY PUBLIC**
SAMANTHA FINCHER
BARTOW COUNTY, GEORGIA
EXPIRES 01/23/23

Present Zoning District H-I

Acreage 5 Land Lot(s) 201 District(s) 5th Section(s) 3rd

Location of Property: 375 Industrial Park Dr Cartersville Ga 30121
(street address, nearest intersections, etc.)

Reason for Special Use Request: Ga EPD requires a public hearing under the solid waste handling permitting procedures. (Trash Transfer Station)
(attach additional statement as necessary)

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

Item # 4

**CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS**

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


Date of Application: October 4, 2019
 Date Two Years Prior to Application: October 4, 2017
 Date Five Years Prior to Application: October 4, 2014

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

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

Item # 4

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


 Signature Date
Kevin L. Cash
 Print Name

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Item # 4

Use applied for:

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

How Standard #1 has / will be met:

BOX TRUCKS, VANS + TRACTOR TRAILERS. GA DOT + US DOT
STANDARDS ALWAYS MET. COMPATIBLE W/ HI. PARK.

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

How Standard #2 has / will be met:

OVERLY SUFFICIENT PARKING FOR EMPLOYEES + CLIENTS.
ALL WITHIN FENCED AREA.

Standard #3: Protective screening.

How Standard #3 has / will be met:

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

How Standard #4 has / will be met:

INITIAL OPERATION - ONE SHIFT 7-5 MON-FRI
EVENUALLY - 2 SHIFTS OVERLAPPING 6-8 MON-FRI

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

SECURITY LIGHTING/SAFETY FOR EMPLOYEES
WILL NOT EXCEED ANY LIMITS FOR HI. PARK.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

COMPATIBLE WITH HI. PARK TYPICAL ACCESS TO
HWY 411/61 TO INTERSTATE 75.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

MORE THAN COMPATIBLE WITH H.I.PARK. MOST OF
OUR OPERATIONS IS DONE WITH THE 4 WALKS OF BUILDINGS.

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

Signed 
Applicant or Representative

10/4/19
Date

CARTERSVILLE NEWSPAPERS

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

LIST OF ADJACENT PROPERTY OWNERS

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

	<u>NAME</u>	<u>ADDRESS</u>
1.	READY MIX USA	
2.	CRANE JIMMY DON	
3.	RICE COMMERCIAL DEV	
4.	3S INVESTMENTS	
5.	CONTINENTAL PET TECH	
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Item # 4

Attach additional names if necessary.

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

PRINTED	DATE	COMMENTS
	11.1.2019	SIC PLAN

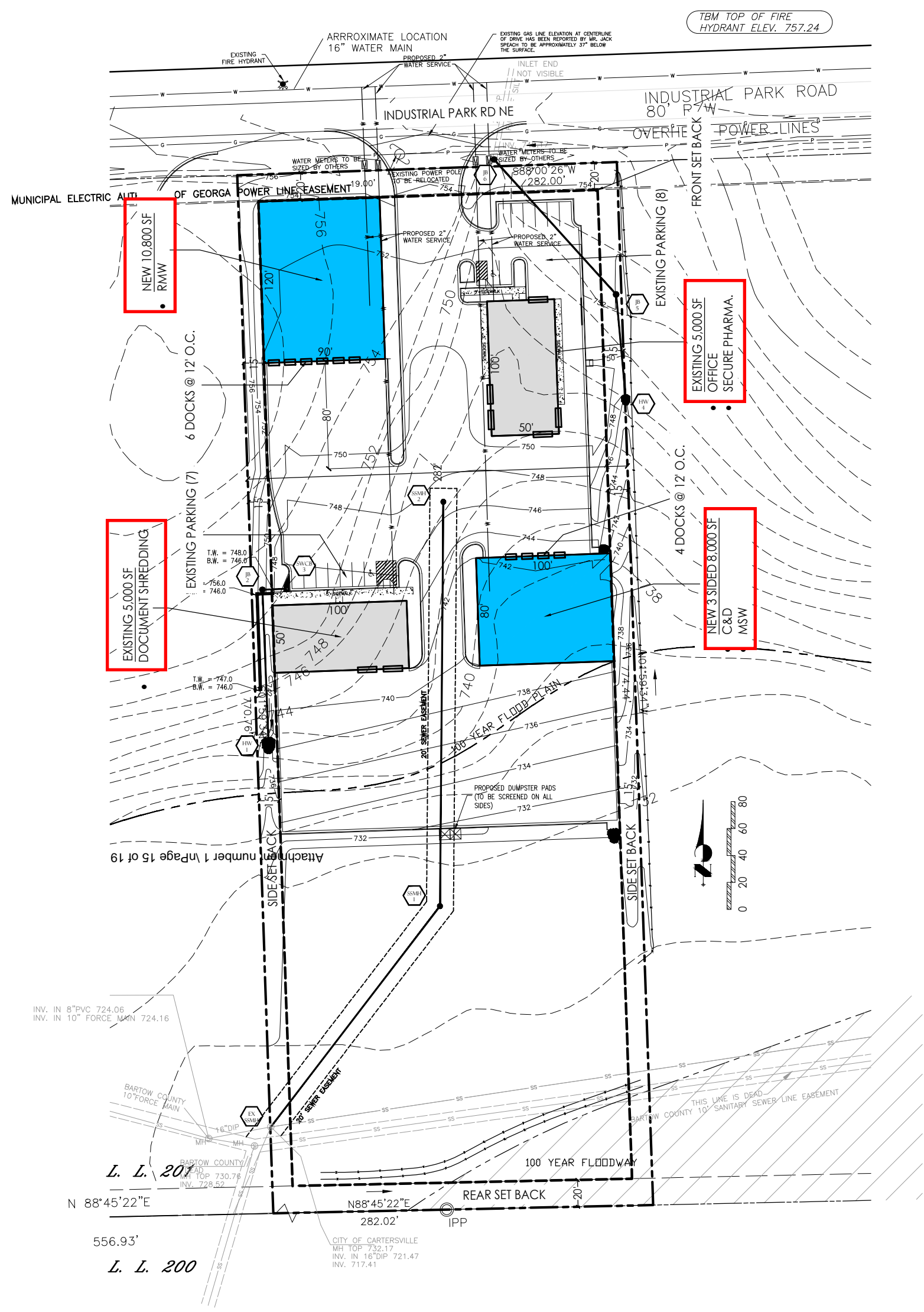
Item # 4

This drawing is property of K.A. Oldham Design, Inc. and shall not be reproduced or used without the Architect's written permission. © 2019

REGULATED SERVICES, LLC
 375 INDUSTRIAL PARK RD NE
 CARTERSVILLE, GA 30121

COMMISSION NO.	1982.00
SHEET TITLE	SITE PLAN
SHEET NO.	

A101
 NOT ISSUED FOR CONSTRUCTION



1 CONCEPTUAL SITE PLAN
 SCALE: 1:80

Regulated Services, LLC

Regulated Services, LLC collects, treats and disposes of medical waste according to local, state and federal guidelines. Medical waste is generated from healthcare facilities, including hospitals, clinics, veterinary clinics, dentist offices, research labs and private practices. Our process uses an autoclave system that is an automatically controlled, front loading cylindrical pressure vessel that uses saturated steam under pressure as the sterilizing agent. Heat and moisture are introduced to form high pressure, saturated steam via connection to the facilities steam generator. The combination of high temperature, pressure and moisture ensures the contacting of all materials with the necessary steam. The result is complete sterilization of the material.

After the process is complete, the now sterilized materials are shredded to reduce the volume of the waste by 65% and can be disposed of as ordinary waste.

This entire process is handled within the four walls of the building. All exterior function, such as trucking and material handling is consistent with the industrial park on Industrial Park Dr. This process is regulated by the Georgia EPD.



Autoclave



Boiler

In addition to the medical waste process, Regulated Services, LLC will also provide the following services in order to maximize our offering to our customers:

Secure and Confidential Document Destruction – The shredding of confidential documents will take place via a shredding system located in one of our buildings. All shredding waste will be sent to a pulping facility for recycling.

Pharmaceutical Waste – Pharmaceutical waste, including expired, unused and credit worthy waste will be processed through a secure facility. We service as a bridge from producer/user to the destruction facility. We use an innovative, secure bucket shipping system that provides ease and speed for our customers. Pharmaceuticals are processed through our secure facility and sent for final disposal at a properly licensed destruction facility. This entire process is regulated by the DEA, Georgia Board of Pharmacy and Georgia Board of Narcotics.

MSW/C&D Waste – Municipal and construction & demolition waste will be collected at this location for further transport to a properly licensed landfill. This process is regulated by the Georgia EPD.





City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
Fiscal Year 2018-19 Budget Amendment**

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	After Completion of the Fiscal Year 2018-19 close, the General Fund, Special Revenue funds, and the SPLOST Fund's budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. I recommend your approval of the attached ordinance amendment.
City Manager's Remarks:	These adjustments reflect the changes needed to bring the FY 18-19 budget back into balance. The adjustments were made to the General Fund, Special Revenue Funds and the SPLOST Funds to bring us into compliance with the GAAP standards. This is the second reading of the budget amendment. Your approval of the budget amendment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2018 – 2019 budget.

2018 - 2019 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$25,859,450	
Expenditures:		
Legislative		\$ 1,400,470
Administration		\$ 1,132,185
Finance Dept.		\$ 1,313,145
Customer Service Dept.		\$ 777,005
Police		\$ 5,891,870
Fire		\$ 7,629,145
Municipal Court		\$ 267,615
Public Works		\$ 2,519,350
Recreation		\$ 3,451,850
Planning & Development		\$ 1,235,805
Downtown Development Authority		\$ 241,010
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 1,714,300	\$ 1,714,300
SPLOST – 2003	\$ 39,795	\$ 39,795
SPLOST – 2014	\$ 3,295,380	\$ 3,295,380
DEA	\$ 357,330	\$ 357,330
State Forfeiture	\$ 22,365	\$ 22,365
Hotel/Motel Tax	\$ 957,080	\$ 957,080
Motor Vehicle Rental Tax	\$ 77,670	\$ 77,670
Grant Funds	\$ 181,780	\$ 181,780
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 31,390	\$ 31,390
Development Fees	\$ 10,960	\$ 10,960
Tax Allocation District	\$ 279,065	\$ 279,065

Item # 5

Cartersville Building Authority	\$ 5,486,020	\$ 5,486,020
SDBG Supplemental Dis Rec	\$ 131,905	\$ 131,905

Enterprise Funds

Fiber Optics	\$ 2,120,110	\$ 2,120,110
Electric	\$49,126,240	\$49,126,240
Gas	\$35,962,150	\$35,962,150
Solid Waste	\$ 2,649,715	\$ 2,649,715
Stormwater	\$ 1,597,000	\$ 1,597,000
Water & Sewer	\$40,113,000	\$19,271,770
Water Pollution Control Plant		\$14,991,835
Water Treatment Plant		\$ 5,849,395

Internal Service Fund

Garage	\$ 1,572,820	\$ 1,572,820
---------------	---------------------	---------------------

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of November 2019. First Reading.

ADOPTED this ___ day of December 2019. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Item # 5



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
Elite Athletics Inc.**

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>This is a Programming Contract with Elite Athletics Inc. to be the Program Provider for Baseball for ages 3-7 years old and Girls Fast-Pitch Softball to conduct Clinics, Summer Camps and Leagues. The Fast-Pitch League will look to begin League Play within 12-18 months, if not before. Elite Athletics Inc. was established in May of 2005 with the mission of developing and preparing youth baseball and softball players to help them better understand what areas they need to develop to improve as a player and as a person. Jamie Crane will be the Coordinator for these leagues. Jamie has lived in Cartersville for 20 years and has an extensive background in athletics on the amateur as well as professional level. Elite Athletics Inc. will give the City 20% of their gross registration fees including all of the non-resident fees.</p>
City Manager's Remarks:	<p>This is a contract with Elite Athletics Inc. to provide baseball for ages 3-7 as well as the introduction of girls fast-pitch softball to begin clinics, camps and a summer league. They will also provide camps and clinics for baseball throughout the year as well for the ages of 3-7. The City will receive 20% of the gross registration fees and all of the non-resident fees. Your approval of the contract with Elite Athletics Inc. is recommended.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2019, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

ELITE ATHLETICS, INC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **BASEBALL (AGES 3-7) and GIRLS FAST-PITCH SOFTBALL LEAGUES, CLINICS, and CAMPS** at the following locations: Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, Hicks Park – 51 Clearwater Street, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. **PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.**

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and an additional surcharge of **\$20** for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 *The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.*

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (Exhibit "A"). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. *PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement*

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other onsite activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0

Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0

Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in Exhibit "A."

ARTICLE 4.0

Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of 20% of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to 80% of such fees paid, exclusive of the non-resident surcharge. The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with Exhibit "A" and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send

the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY.

Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0
Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0 **Term and Termination**

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **September 6, 2020**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0 **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

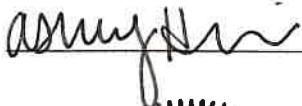
ATTEST:


MEREDITH ULMER, CITY CLERK
MAYOR

BY: _____
MATT SANTINI,

PROVIDER:

NOTARY:

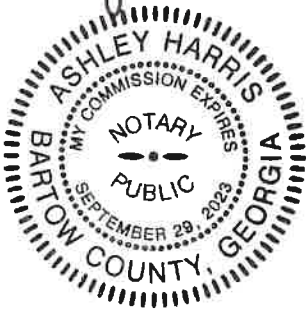


BY: 

NAME: JAMIE CRANE

TITLE: MANAGER AND REGIONAL DIRECTOR

COMPANY: ELITE ATHLETICS, INC



[AFFIX CORPORATE SEAL]

EXHIBIT "A"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program

Name of Program: _____
Participant Ages: _____
Day/s of the week program is offered: _____
Time of Program: _____ to _____
Program Dates: _____ to _____
Program Fee: _____
Program Enrollment: Minimum _____ Maximum _____
Materials to be supplied by participants: _____

EXHIBIT A

(PLAYER PAYMENTS/FEEES, UNIFORMS-SPIRT WEAR-PICTURES PACKAGING AND "THE PARTIES" COMPENSATION)

RESIDENTS FEES:

It is agreed that the PROVIDER will charge \$90.00 (ninety dollars and zero cents) to the players that are "residents of the city of CARTERSVILLE".

NON-RESIDENT FEES:

It is agreed that the PROVIDER will charge an extra \$20.00 (twenty dollars and zero cents) to the players that are "non-residents of the city of CARTERSVILLE".

This will be a total of \$110.00 (one hundred and ten dollars and zero cents) charged to the players that are "non-residents of the city of CARTERSVILLE".

FORM/METHOD OF PAYMENT:

All participants will have to pay with Credit Card on the online link and platform set up by the PROVIDER.

Payments will be collected and made payable to the PROVIDER, "Elite Athletics, Inc".

FEES TO CREDIT CARD PROCESSING:

The standard Credit Card processing fees will be deducted and listed on the issued report from the PROVIDER sent to the CITY.

COMMISSION OF THE PAYMENTS TO THE PARTIES:

The PROVIDER and the CITY will both collect the agreed percentage of the payments listed below:

CITY COLLECTION:

a) RESIDENT FEES:

CITY will collect 20% of the RESIDENT FEES after the Credit Card processing fees are deducted.

Example:

\$90 minus (-) "CC fees" multiplied (x) by 20% EQUALS/= (commission to CITY)

b) NON-RESIDENT FEES:

CITY will collect the full \$20/twenty dollars of the excess added on NON-RESIDENT fee after the Credit Card processing fees are deducted.

- Also the CITY will collect the same 20% commission listed in item (a) above for RESIDENTS as well as for NON-RESIDENTS
- ((a) above): CITY will collect 20% of the NON-RESIDENT after the Credit Card processing fees are deducted.

Example for NON-RESIDENTS collection for the CITY:

CITY collects 100% of the \$20 NON-RESIDENT fee minus Credit Card Fees and it will collect on the base fee of:

\$90 minus (-) "CC fees" multiplied (x) by 20% EQUALS/=
(commission to CITY)



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
North Georgia Rec**

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>This is a Programming Contract with North GA Rec to be the Program Provider for Lacrosse for Boys and Girls and Field Hockey for Girls to conduct Clinics, Summer Camps and eventually to start Leagues within 12-18 months, if not before. North GA Rec is dba Newtown Recreation which was created in the summer of 1999 as a non-profit family oriented youth athletic organization with the purpose of providing quality youth athletic programming. North GA Rec is dedicated to increasing the quality of life in our community by providing positive sports experiences for all coaches, parents and children. North GA Rec will give the City 10% of their gross registration fees including all of the non-resident fees.</p>
City Manager's Remarks:	<p>North GA Rec would be the program provider for boys and girls lacrosse as well as girls field hockey, two new sports that have previously not been offered by the rec department. The provider will start with summer camps and clinics, with the goal to start a league in the next 12 to 18 months. Your approval of the contract with North Georgia Rec is recommended.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2019, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

NEWTOWN RECREATION, INC dba NORTH GEORGIA REC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **LACROSSE CLINICS/LEAGUES (BOYS and GIRLS), GIRLS FIELD HOCKEY CLINICS/LEAGUES, GENERAL and SPORTS SPECIFIC SUMMER CAMPS** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Parks and Recreation Agreement for Outside Providers

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

Parks and Recreation Agreement for Outside Providers

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0 **Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

Parks and Recreation Agreement for Outside Providers

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0 **Program Size Minimums:**

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0 **Compensation and Method of Payment**

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **10%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **90%** of such fees paid, exclusive of the non-resident surcharge. The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

Parks and Recreation Agreement for Outside Providers

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0
Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Parks and Recreation Agreement for Outside Providers

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit \$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0

Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **September 6, 2020**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0 **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0**Miscellaneous**

- 10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
- 10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.
- 10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.
- 10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.
- 10.5 Time is of the essence of this Agreement.
- 10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.
- 10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.
- 10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.
- 10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

[Signature]

BY: Brandon Allen

NAME: BRANDON ALLEN
TITLE: EXECUTIVE DIRECTOR
COMPANY: NEWTOWN RECREATION dba N GA REC
[AFFIX CORPORATE SEAL]

EX: 5-1-2022

Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program

Name of Program: Youth Lacrosse

Participant Ages: 6-14

Day/s of the week program is offered: Initially - Saturdays

Time of Program: ~~7:30~~ to 10am to 1pm

Program Dates: March to May

Program Fee: \$125 - \$175

Program Enrollment: Minimum 10 Maximum 80

Materials to be supplied by participants: Goggles, Mouthguard, Helmet, Gloves

Materials to be supplied by PROVIDER: Balls, Cones, Training Aids

Materials to be supplied by CITY: Field, Goal?

Additional Program Requirements: _____

PROVIDER ('s) Name: Newtown Recreation

Address: 3000 Old Alabama Rd

City/State/Zip Code: Johns Creek, GA 30022

Phone Number: (Day) 678 297-2662 (Evening) 678 860-3102

(E-mail): brandon@newtownrec.com (Fax) 678 297-3920

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate: \$ _____

of programs in Session: _____

Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program

Name of Program: Youth Field Hockey

Participant Ages: 6-16

Day/s of the week program is offered: Saturdays (Fall) / Sundays

Time of Program: 10am to 1pm

Program Dates: October to November

Program Fee: \$120

Program Enrollment: Minimum 10 Maximum 40

Materials to be supplied by participants: Stick, Mouthguard

Materials to be supplied by PROVIDER: Balls, cones, Training aids

Materials to be supplied by CITY: Field

Additional Program Requirements: _____

PROVIDER ('s) Name: Newtown Recreation

Address: 300 Old Alabama Rd.

City/State/Zip Code: Johns Creek, GA 30022

Phone Number: (Day) 678 297-2662 (Evening) 678 860-3102

(E-mail): brandon@newtownrec.com (Fax) 678-297-3920

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate: \$ _____

of programs in Session: _____

Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program**

Name of Program: Youth All-Sports CampParticipant Ages: 5-15Day/s of the week program is offered: Monday - FridayTime of Program: 8:30 am to 12:30 pmProgram Dates: TBD - Summer to _____Program Fee: \$140 - \$160Program Enrollment: Minimum 10 Maximum 65Materials to be supplied by participants: Water bottle, Sun ScreenMaterials to be supplied by PROVIDER: Balls, Games, Training StaffMaterials to be supplied by CITY: Field

Additional Program Requirements: _____

PROVIDER ('s) Name: Newtown RecreationAddress: 3020 Old Alabama Rd.City/State/Zip Code: Johns Creek, GA 30022Phone Number: (Day) 678 297-2662 (Evening) 678 860-3102(E-mail): brandon@newtownrec.com (Fax) 678 297-3920**Minimum Requirements:**

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate: \$ _____

of programs in Session: _____



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
Cartersville Senior Fitness**

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>This is a Programming Contract with Cartersville Senior Fitness to be the Program Provider for Senior Adult Fitness using the Silver Sneakers Program. Cartersville Senior Fit is designed to create a fun and loving environment that encourages fitness, overall well-being, and relationships for aging adults in our community. Julie Schoomaker is the President of this program and will be leading it. Julie is a Cartersville resident that has over 15 years in the fitness industry and ten years teaching Silver Sneakers formatted classes. Cartersville Senior Fitness will give the City 10% of their gross registration fees including all of the non-resident fees back to the City.</p>
City Manager's Remarks:	<p>This is a programming contract with Cartersville Senior Fitness to be the program provider for Silver Sneakers. Silver Sneakers is a fitness program for senior adults and something we have not offered in the past, but feel there is a need. Your approval of the contract with Cartersville Senior Fitness is recommended.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2019, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

CARTERSVILLE SENIOR FITNESS hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **SILVER SNEAKER CLASSES** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Goodyear Clubhouse – 3 Goodyear Avenue, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

Parks and Recreation Agreement for Outside Providers

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 *The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.*

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (Exhibit "A"). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

Parks and Recreation Agreement for Outside Providers

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0

Equipment & Materials

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2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

Parks and Recreation Agreement for Outside Providers

ARTICLE 3.0 **Program Size Minimums:**

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0 **Compensation and Method of Payment**

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **10%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **90%** of such fees paid, exclusive of the non-resident surcharge. The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0 **Independent PROVIDER**

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

Parks and Recreation Agreement for Outside Providers

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0

Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

Parks and Recreation Agreement for Outside Providers

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit \$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0

Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **September 6, 2020**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

ARTICLE 8.0 **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0 **Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

Parks and Recreation Agreement for Outside Providers

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

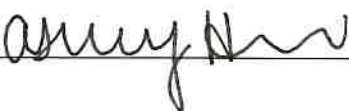
ATTEST:


MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:



BY: 
NAME: JULIE SCHOOMAKER
TITLE: PRESIDENT
COMPANY: CARTERSVILLE SENIOR FITNESS

[AFFIX CORPORATE SEAL]



Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"**PROGRAM REQUEST FORM**

*Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program***

Name of Program: Cartersville Senior Fitness

Participant Ages: All ages / Recommended 50 and over

Day/s of the week program is offered: Weekly based on participation

Time of Program: 9:30 to 10:45

Program Dates: _____ to _____

Program Fee: SilverSneakers members are free, non-members \$3 per class

Program Enrollment: Minimum 10 Maximum 50 per class

Materials to be supplied by participants: Comfortable and safe clothing and footwear

Materials to be supplied by PROVIDER: resistance bands, 5" balls

Materials to be supplied by CITY: chairs for participants

Additional Program Requirements: _____

PROVIDER ('s) Name: Cartersville Senior Fitness / Julie Schoomaker

Address: 4 Bobwhite Trail

City/State/Zip Code: Cartersville, GA 30120

Phone Number: (Day) 423-503-9941 (Evening) _____

(E-mail): julie@cartersvilleseniorfit.com (Fax) _____

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate: \$ _____

of programs in Session: _____



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
GDOT Grant Funds for Airport**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The Cartersville-Bartow County Airport has been awarded \$2,730,000 in supplemental grant funds for runway safety improvements at the airport. These additional funds will allow the Airport Board to complete some safety improvements sooner than expected. Since the city is the entity used as the conduit for GDOT grant funds, approval is needed by the City Council. I recommend approval to accept the grant award and to allow the Mayor and City Clerk to sign all grant related documents.
City Manager's Remarks:	Your approval of the grant award and the authorization for the Mayor and Clerk to sign all grant related documents is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

November 27, 2019

The Honorable Matt Santini, Mayor
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

Dear Mayor Santini:

The Department is pleased to announce a tentative allocation of federal funding assistance in the amount of \$2,730,000 for the following project at the Cartersville Airport:

Improve Runway Safety Area

Cartersville Airport is one of 108 airports recently selected to receive federal funding assistance under the FY19 Appropriations Act for airport infrastructure improvements.

State funding assistance to match the federal share of this project is also available and must be formally requested by letter to the Department's Commissioner. See attached sample letter. State funding participation is 50% of the eligible nonfederal share of the project. **This project will require matching funds from the City of Cartersville estimated in the amount of \$151,667.00.** This is a tentative allocation of funds, the actual contract amount will be based on preapproved design, planning and engineering costs and/or competitive bids received to accomplish the project. Any projects in which you are seeking reimbursement (90%) with federal funds must have been reviewed and approved by the Department prior to work commencing in order to be considered eligible for federal funding participation.

The Department has scheduled this project to be ready for contract in **April 2020**. Joseph Robinson has been assigned from our Aviation Programs office as project manager to assist in this tentative allocation award including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager by the 5th of each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a letter by December 20, 2019 with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project in the state's Fiscal Year 2020
- Formal request for state funding assistance to match the federal share of the above project

Please contact Joseph Robinson, Aviation Planning Manager at (404) 631-1788 if you have any questions. We look forward to the successful completion of this project.

Sincerely,


Carol L. Comer, Director
Division of Intermodal

CLC:cew

cc: Hans Lutjens, Chairman, Airport Authority
Dan Porta, Assistant City Manager

Item # 9



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
Everbridge Mass Communication System**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	This is for the annual renewal of Everbridge, our mass communication system. The cost is \$7,166.25. I ask for your approval on this item and to let the Mayor sign the agreement when received.
City Manager's Remarks:	This is our mass communication system where residents who sign up via email or phone number receive communication/notification from the City. Your approval of the annual renewal with Everbridge is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Rebecca Bohlander
City of Cartersville
1 N Erwin St
Cartersville GA 30120-3121
United States
Ph: 770-387-5612
Fax:
Email: rbohlander@cityofcartersville.org

Quote #: Q-37016
Date: 11/4/2019
Expires On: 1/28/2020
Confidential

Salesperson: David Gonzalez
Phone: 781-859-4041
Email: david.gonzalez@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	1/29/2020
Contract End Date:	1/28/2021

Contact Summary:

Household Count:	9,166
Employee Count:	

Qty	Description	Price
1	Mass Notification Base	USD 7,166.25
1	Calculated Set Up Fee	USD 0.00

Pricing Summary:

Year One Fees:	USD 7,166.25
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 7,166.25

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
Replacement Extrication Equipment on Engine 3**

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	Request to replace Extrication Equipment on Engine 3 that has exceeded its life span and is not effective on modern vehicle construction. This is the 2nd year of a multi-year project. This is a single source to match the equipment that Mayor and Council approved for purchase in FY 2018-19.
City Manager's Remarks:	Your approval of the replacement extrication equipment for Engine 3 is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	N/A

MES

MUNICIPAL EMERGENCY SERVICES

6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 11/20/2019
Quote # QT1314861
Expires 12/31/2019
Sales Rep Adams, Jeremy L
PO #
Shipping Method FedEx Ground

Bill To

Mitchell Bagley
CARTERSVILLE FIRE DEPT
P.O. BOX 1390
19 N. ERWIN STREET
CARTERSVILLE GA 30120
United States

Ship To

Scott Carter- Fire Chief
CARTERSVILLE FIRE DEPT
195 CASSVILLE RD.
CARTERSVILLE GA 30120

272799000	S 799E2 Cutter Package (includes S 799E2 Cutter, charger, and 2 EXL batteries)	1	10,647.14	10,647.14
271555000	SP 555E2 Spreader Package w/ charger and 2 EXL batteries	1	10,841.86	10,841.86
274085000	Hurst R421E2 w/EXL Batts&Chgr	1	7,589.71	7,589.71
272080910	Hurst eDRAULIC Bank Charger DC	1	1,466.57	1,466.57
272085412	Hurst 110v E2 Pwr Supply w/Plg	1	629.71	629.71
101C085	Spreader Stability Plate Kit	1	1,035.00	1,035.00
247R028	C-Frame Ram Suppt LK841509190	1	750.00	750.00
RK-DW-DCF887	The Ripper with Dewalt Brushless 20V MAX XR 1/4" Hex Impact Driver Kit with 2 - 2.0Ah batteries, charger and soft carry bag	1	671.82	671.82

Subtotal 33,631.81
Shipping Cost (FedEx Ground) 250.00
Total \$33,881.81

Includes End User Training and Warranty Registration.

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1314861

Item # 11



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
Matthews Garage Vehicle Repair**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	In July 2019, a city employee was involved in a vehicle accident where he was at fault. Recently, the invoice to repair the city pickup truck was paid and needs approval from City Council. The repair cost from Matthews Garage was \$10,744.98 and Travelers Insurance paid everything less the \$1,000 deductible. This invoice is recommended for your approval.
City Manager's Remarks:	Your approval of the vehicle repair by Matthews Garage is recommended.
Financial/Budget Certification:	This is a budgeted item and will be charged to the department where the employee involved in the accident is employed.
Legal:	
Associated Information:	

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

INVOICE**49854**

Org. Est # 064184

Tax Resale #: 00000000

Date: 10/29/2019

INVOICE**CITY OF CARTERSVILLE - CARTERSVILLE CITY OF**

P.O. BOX 1390
 CARTERSVILLE, GA 30120
 Home 770-387-5640 -- Fax 770-387-7409

2013 Ford - F-150 XLT - 5L, V8 (302CI) VIN(F)

Lic # : Odometer In : 1

Unit # : 524 (ELECTRIC)

VIN # : 1FTFX1CF9 DKD43427

Part Description	Number	Qty	Sale	Ext	Labor Description	Hours	Ext
FRONT UPPER BUMPER COVER FUBC		1.00	291.00	291.00	OVERHAUL FRONT BUMPER ASSY	3.30	138.60
FRONT BUMPER FACE BAR FBFB		1.00	462.00	462.00	REFINISH FRONT UPPER BUMPER COVER	2.00	84.00
LF COMBINATION LAMP ASSY LFCL		1.00	272.79	272.79	R&R FRT ADD W/FOG LAMPS	0.30	12.60
L FENDER PANEL LFP		1.00	308.79	308.79	CK/ADJUST HEADLAMPS	0.40	16.80
SOUND DEADING SPRAY FOAM SD		1.00	52.47	52.47	R&I HOOD RELEASE CABLE HANDLE	0.30	12.60
L FENDER LINER LFL		1.00	66.15	66.15	R&I E BRAKE FOOT LEVER	0.40	16.80
L FENDER STONE SHIELD LFSH		1.00	17.47	17.47	ADD TO R&R MECHANICAL COMPONENTS	1.40	119.00
L FENDER ADHESIVE NAMEPLATE LFADN		1.00	53.30	53.30	R&I UPER COOLING RAD SUPPORT	1.50	63.00
PARTS ADJUSTMENT PA		1.00	379.88	379.88	R&R L FENDER PANEL	1.80	75.60
L CAB SILL PLATE LCSL		1.00	32.52	32.52	REFINISH L FENDER OUTSIDE	2.20	92.40
LF DOOR SHELL LFDD		1.00	875.00	875.00	ADD TO EDGE FENDER	0.50	21.00
L DOOR SASH MOULDING LSDH		1.00	70.32	70.32	R&I L REAR FENDER INSULATRO	0.40	16.80
RF DOOR MIRROR GLASS RFDOM		1.00	37.97	37.97	SOUND DEADING FOAM FOR FENDER AND SIDE RAIL	0.50	21.00
LF LOWER DOOR HINGE LFLDH		1.00	37.97	37.97	REPAIR L FENDER SIDE RAIL	6.00	252.00
L REAR DOOR SHELL LRSH		1.00	675.00	675.00	REFINISH L SIDE RAIL	1.00	42.00
L REAR DOOR HINGE LRDH		1.00	27.98	27.98	ADD TO REMOVE EXPANDABLE FOAM FROM PILLAR AND CLEAN	0.50	21.00
L BED SIDE PANEL LBSP		1.00	862.52	862.52	R&R L FENDER STONE SHIELD	0.10	4.20
LF PU BED SUPPORT LFPUBD		1.00	35.38	35.38	R&R L FENDER ADHESIVE NAMEPLATE	0.20	8.40
L REAR PU BED SUPPORT LRPUBD		1.00	19.80	19.80	R&I AIR CLEANER HOUSING	1.00	42.00
L PU BED STONE SHIELD LPUBDS		1.00	17.82	17.82	REFINISH L CAB DOOR OPENING FRAME	5.00	210.00
HEAVY CHIP GUARD HGB		1.00	26.87	26.87	REPAIR L CAB COWL SIDE PANEL -- REPAIR AFTER PULL	2.00	84.00
					REPAIR L CAB DOOR OPENING FRAME (AFTER PULL 9 FRT 3 REAR)	12.00	504.00
					R&I L STEP RAIL ASSY	0.50	21.00
					R&I LF CAB DOOR OPENING WEATHESTRIPS	0.40	16.80
					R&R L CAB SILL PLATE	0.20	8.40
					R&R L CAB SCUFF PLATE	0.20	8.40
					R&R LF DOOR SHELL	5.00	210.00
					REFINISH LF DOOR OUTSIDE	2.00	84.00
					REFINISH LF ADD FOR JAMBS AND INTERIOR	1.00	42.00
					COMPLETELY DISASSEMBLE LKQ LF DOOR	2.50	105.00
					R&R LF DOOR SASH MLDG	0.10	4.20
					R&R RF DOOR MIRROR GLASS	0.20	8.40
					R&R LF LWR DOOR HINGE	0.30	12.60
					REFINISH LF LWR HINGE	0.50	21.00

Visit us on the web : www.matthewsgarage.comOur Email Address: tara@matthewsgarage.com

Service Advisor : Garrison, Tara, Tech : Please Select, Technician

Page 1 of 3

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Item # 12

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

INVOICE**49854**

Org. Est. # 064184

Tax Resale #: 00000000

Date: 10/29/2019

INVOICE

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

2013 Ford - F-150 XLT - 5L, V8 (302CI) VIN(F)
 Lic # :
 Unit #: 524 (ELECTRIC)
 VIN #: 1FTFX1CF9 DKD43427

Odometer In : 1

Part Description	I Number	Qty	Sale	Ext	Labor Description	Hours	Ext
SEAMSEALER		1.00	48.08	48.08	R&R L REAR DOOR SHELL	4.30	180.60
SS					REFINISH L REAR DOOR OUTSIDE	1.70	71.40
FLEX ADDITIVE		1.00	8.00	8.00	ADD FOR JAMBS AND INTERIOR	1.00	42.00
FA					COMPLETELY DETRIM LQJ L REAR DOOR	2.00	84.00
CORROSION PROTECTION		1.00	10.00	10.00	R&R L REAR DOOR HINGE	0.30	12.60
CP					REFINISH L REAR DOOR HINGE	0.50	21.00
MASK		1.00	5.00	5.00	R&R L BEDSIDE PANEL	13.50	567.00
MMSK					REFINISH L BED SIDE PANEL OUTSIDE	3.00	126.00
PAINT & MATERIALS		1.00	924.80	924.80	ADD TO REFINISH L BEDSIDE PANEL INSIDE	1.50	63.00
PM					REPAIR L INNER PU BED WHEELHOUSE	2.00	84.00
SHOP MATERIALS		1.00	106.50	106.50	PANEL		
SM					R&I 3 BED TOOLBOXES	1.50	63.00
					DRILL FO RL BED STROBE LIGHT	0.40	16.80
					R&I L BED STROBE LIGHT	0.40	16.80
					INSTALL HEAVY CHIP GUARD TO BEDSIDE	1.50	63.00
					PREREPAIR SCAN	1.00	85.00
					POST REPAIR SCAN	1.00	85.00
					RESET ELECTRICAL COMPONENTS	1.00	85.00
					DISCONNECT RECONNECT BATTERY	0.30	12.60
					APPLY SEAMSEALER	1.00	42.00
					FRAME RACK SETUP	2.00	84.00
					TEST FIT/ALIGN PANELS AFTER PULL	3.00	126.00
					UNIBODY PULL	4.00	260.00
					CLEAR COAT	4.30	180.60
					TINT COLOR	1.00	42.00
					RESTORE CORROSION PROTECTION	0.50	21.00
					FINISH SAND AND BUFF	2.00	84.00
					MASK FOR OVERSPRAY	0.30	12.60
					LKQ PART CLEANUP	2.00	84.00
					ENVIRONMENTAL FEE		5.00

Visit us on the web : www.matthewsgarage.com

Service Advisor : Garrison, Tara, Tech : Please Select, Technician

Page 2 of 3

Our Email Address: tara@matthewsgarage.com

Item # 12

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

INVOICE

49854

Org. Est. # 064184

Tax Resale # : 00000000

Date: 10/29/2019

INVOICE

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

2013 Ford - F-150 XLT - 5L, V8 (302CI) VIN(F)
 Lic # :
 Unit # : 524 (ELECTRIC)
 VIN # : 1FTFX1CF9 DKD43427

Odometer In : 1

Part Description	Number	Qty	Sale	Ext	Labor Description	Hours	Ext
------------------	--------	-----	------	-----	-------------------	-------	-----

APPROVED		DATE APPROVED
<i>Property & Casualty Ins</i>		11/6/19
ADMINISTRATION		DEPT HEAD:
		<i>Wade</i>
605-1556-55-2200	10,744.98	
100-1200-		
TOTAL	10,744.98	

Org. Estimate 10,744.98 Revisions 0.00 Current Estimate 10,744.98

Labor:	5,014.60
Parts:	5,725.38
Sublet:	5.00
SubTotal:	10,744.98
Tax:	0.00
Total:	10,744.98
Bal Due:	\$10,744.98

[Payments -]

Vehicle Received: 10/29/2019

Customer Number : 198

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

Signature _____ Date _____

Visit us on the web : www.matthewsgarage.com

Our Email Address: tara@matthewsgarage.com



City of Cartersville

City Council Meeting
12/5/2019 7:00:00 PM
Bartow County Radio System

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The city has received our third quarter 2019 invoice from Bartow County for the countywide radio system that is used by several departments in the city. The total amount due is \$11,520.36 and is recommended for your approval.
City Manager's Remarks:	This is the third quarter invoice for the countywide radio system. It is a budgeted item. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

**STEVE TAYLOR, COMMISSIONER
BARTOW COUNTY
P.O. BOX 543
135 W. CHEROKEE AVE., SUITE 251
CARTERSVILLE, GEORIGIA 30120
770-387-5030**

Invoice Date: November 12, 2019

Due Date: December 12, 2019

TO: City of Cartersville
PO Box 1390
Cartersville, GA 30120

Please mail payment
Attn: Alecia Hendrix

To bill for **Motorola Radios** for 3rd Quarter 2019

Agency	# of Radios	Cost per Radio	Total
Police	135	\$38.27	\$5,166.94
Fire	85	\$38.27	\$3,253.26
Fibercom	1	\$38.27	\$38.27
Gas	30	\$38.27	\$1,148.21
Public Works, Rec, etc	10	\$38.27	\$382.74
Electric	40	\$38.27	\$1,530.95

Total Due: \$11,520.36

AJ Dan
NOV 14 2019



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
WTP Valve Actuator Replacements**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>The Water Treatment Plant (WTP) Filter Rehabilitation Project is a key component of the FY 2019-2020 capital improvement budget. Work on the final filter has started and it is time to begin focusing on controls for the new filters. Within the controls scope of work are new valve actuator mechanisms.</p> <p>In total, 45 EIM electronic valve actuators will be installed on various valves used to control filter function for the entire plant. Of the 45 actuators, 27 are new units replacing both pneumatic and electric actuators of various manufacture and age. This project will allow us to standardize on one brand of equipment thus simplifying maintenance and stocking of repair parts.</p> <p>Bids were received on November 5, 2019 and publicly opened at WTP. Georgia Western, Inc. was the only bidder of six (6) registered plan holders. Georgia Western is the Georgia supplier of EIM products which is likely the reason no other bidders submitted a bid. Additionally, Georgia Western did not submit payment or performance bonds with their bid. This was evaluated by our engineer Wiedeman and Singleton Engineers (WSE) and the City Attorney. Because Georgia Western will self-perform the installation work and use no subcontractors, the lack of payment bond is a non-issue. The lack of a performance bond does present some risk. WSE has a history of working with Georgia Western and has found them to be a reputable company. Further, WSE recommends withholding payment until the actuators have been fully tested. After consulting with WSE and the City Attorney, I believe this is an acceptable risk that can be mitigated by withholding payment until the work is satisfactorily complete.</p> <p>I recommend approval of the Georgia Western bid in the amount of \$233,503.20.</p>
City Manager's Remarks:	Your approval of the bid from Georgia Western is recommended.
Financial/Budget Certification:	<p>This is a budgeted project. All expenses related to this work will pass through account 505.3310.54.1317, Rehab Sand Filters.</p> <p align="right">Cover Memo Item #14</p>

	7.
Legal:	
Associated Information:	

WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071PETER SNYDER
HAROLD WIEDEMAN131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

November 11, 2019

Mr. Bob Jones
Director – Cartersville Water Department
City of Cartersville
P.O. Box 1390
148 Walnut Grove Road
Cartersville, GA 30120Re: WTP Filters Valve Actuator
(EIM) Upgrade
City of Cartersville, GA
W&S Project #027-16-124

Dear Mr. Bob Jones:

Bids were received, opened, and read in public on November 5, 2019, for the WTP FILTERS VALVE ACTUATOR (EIM) UPGRADE for the City of Cartersville. The bids were advertised as required for public bids and promoted in local digital plan rooms. Plans and specifications were made digitally available gratis. Six potential bidders registered for plans. A total of one (1) bid was received as follows:

- | | |
|-------------------------|---------------|
| 1. Georgia Western, Inc | \$ 233,503.20 |
|-------------------------|---------------|

The total base bid of Georgia Western, Inc of Kennesaw, Georgia was the lowest responsive bid in the amount of TWO HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED AND THREE DOLLARS AND TWENTY CENTS (\$ 233,503.20). It is our understanding, that the City has funding available.

Prior to the bid process, MR Systems provided a cost to subcontract this work to Georgia Western in the amount of \$276,500 with substantial exceptions. We therefore recommended that the City issue a purchase order directly to Georgia Western for 233,503.20 for the valve actuators. Given the amount of the subcontract, the decision was made to publicly bid the contract.

A certified tabulation of the bid received is attached. The bidder submitted with his bid an incomplete bid bond form and does not intend to provide performance or payment bonds for the project. We do not

Mr. Bob Jones
November 11, 2019
Page 2

believe that rebidding the project would produce a different result and we therefore recommend that the City accept the bid with this deficiency.

Our reasoning for our recommendation is as follows:

1. A payment bond is used to guarantee payment to subcontractors and suppliers and equipment. Georgia Western will self-perform the required field work and they are the supplier of the equipment.
2. A performance bond is used to guarantee that the contract will be completed for the amount of the contract. Georgia Western is a reputable, well-established company with substantial physical assets. However, since a bond will not be furnished, we recommend that the City take the step of only paying for the filter valve actuators after testing.

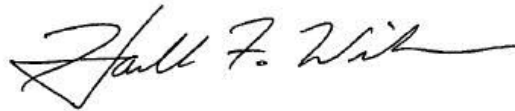
There remains a small risk that Georgia Western will default; however, we do believe that awarding the contact is, on balance, a reasonable decision.

We recommend that Georgia Western, Inc be awarded the WTP FILTERS VALVE ACTUATOR (EIM) UPGRADE project in the amount of \$ 233,503.20. When the City authorizes award of this project, we will notify the contractor and will transmit the conformed contract documents to them for execution and attachment of insurance.

The bids received and opened are valid for sixty (60) days from November 5, 2019. If you have any questions or need any additional information, please feel free to call.

Sincerely,

WIEDEMAN AND SINGLETON, INC.



Harold F Wiedeman, P. E.

Enclosure

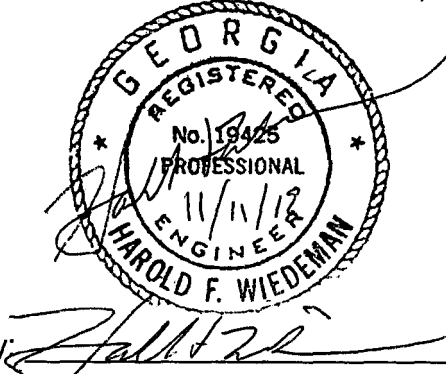
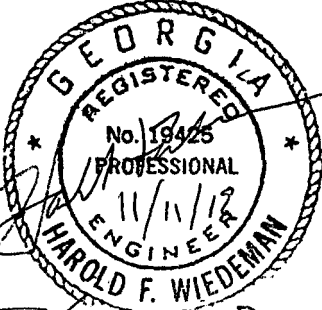
**TABULATION OF BIDS
WATER TREATMENT PLANT FILTERS
VALVE ACTUATOR (EIM) UPGRADE
FOR
THE CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA
BIDS RECEIVED UNTIL 2:00 PM, LOCAL TIME, NOVEMBER 5, 2019**

TOTAL BASE BID

<u>Bidder</u>	<u>Total Base Bid</u>
Georgia Western, Inc	\$ 233,503.20

A detailed tabulation of bids is attached.
This is to certify that this is a true
and corrected tabulation of bids
received on the date and at the time
stated above.

WIEDEMAN AND SINGLETON, INC.

By: 

Harold F Wiedeman, P.E.
Georgia Registration #19425

BID TABULATION
WATER TREATMENT PLANT FILTERS VALVE ACTUATOR (EIM) UPGRADE
FOR THE CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA

BIDS RECEIVED UNTIL 2:00 PM, NOVEMBER 5, 2019

Contractor:		Georgia Western, Inc 2275 McCollum Pkwy NW Kennesaw, GA 30144	
Notes:		n/a	
Section I - WTP Filters Valve Actuator (EIM) Upgrade:			
For furnishing all materials and equipment except Sections II, and III and performing all labor necessary for construction of all work and appurtenances necessary for completion of work under this contract as shown on the Drawings and/or specified.			
Item No.	Description	Qty	Unit Price Base Bid
1.	Filter Actuator Replacement/Modification - 3 replacement actuators, 2 actuators modified to include fuse blocks	9	\$ 25,944.80 \$ 233,503.20
SUB-TOTAL, SECTION I			\$ 233,503.20
TOTAL BASE BID the amount of:			\$ 233,503.20
Notes: (1) Bidder did not submit bid bond for 10% of Amount Bid.			



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
Sewer Flow Monitoring**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>During heavy rain events, flows at the Water Pollution Control Plant (WPCP) spike to over 30 million gallons per day (MGD) from their average of 8 MGD. The increase is a result of inflow and infiltration. Inflow is the intentional direction of rainwater to the sanitary sewer from gutters, sump pumps, drains, etc. Infiltration is rainwater or ground water which leaks into sewers from leaking manholes, cracked pipe and leaking joints. Regardless of the source, the result is non-revenue producing use of capacity in the sewer system and permit violations at the WPCP.</p> <p>A quote was requested for performing a 90-day flow study at six (6) key locations from ADS. These locations will help determine which areas of the sewer collection system are most reactive to large rainfall events. This data will help prioritize which areas require further investigation and possible repair. ADS has proposed a cost of \$40,500 to perform the work. I recommend approval of their proposal.</p>
City Manager's Remarks:	The sewer flow monitoring will help the water department better determine which areas of the sewer collection systems are most reactive to large rainfall events. Your approval of the \$40,500 for the work to be done by ADS is recommended.
Financial/Budget Certification:	This is a budgeted item. All costs associated with the project will pass through account 505.3320.54.1328 Sewer I&I Study & Modeling.
Legal:	
Associated Information:	



503 Commerce Park Dr SE ▶ Suite B ▶ Marietta, Georgia 30060
PHONE: 470-825-0157

www.adsenv.com

A DIVISION OF ADS LLC

27 November 2019

Mr. Ed Mullinax, P.E.
Assistant Director, Department Engineer
City of Cartersville Water Department
P.O. Box 1390
Cartersville, GA 30120
Phone: 770-697-6296
Email: emullinax@cityofcartersville.org

Re: Temporary Flow Monitoring for City of Cartersville

Dear Mr. Mullinax:

ADS Environmental Services is pleased to submit this quote for your evaluation and review. The quote includes pricing for temporary flow monitoring for the City of Cartersville. The scope includes installation and commissioning of a temporary flow monitor system with comprehensive service including all parts and labor through the duration of the study. It also includes installation, calibration and maintenance of one rain gauge through the study duration to measure rainfall intensity in the given basin. The duration of the temporary flow monitoring study is ninety-days. The final deliverables will be an I/I analysis along with a capacity study for your system, and the submittal of final data which will be made available to your team in Excel format.

The pricing for this flow monitoring study and work is assumed to be in coordination with additional monitoring to be performed for Bartow County.

If you have any questions regarding this proposal, please do not hesitate to call me at (470) 825-0157.

Sincerely,

A handwritten signature in black ink that reads 'Patrick D. Wootton'.

Patrick D. Wootton, P.E.

Business Development Manager
ADS Environmental Services
pwootton@idexcorp.com

ADS Environmental Service ("ADS") will conduct a temporary flow monitoring study to collect sixty (60) days of flow data at one (1) flow monitor in the sanitary collection system in Cartersville, Georgia ("Client").

The field work will be performed by ADS crews with ADS owned equipment and will be conducted in phases as set forth below:

Mobilization and Equipment Installation

1) **Project Initialization Meeting.** The project will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the meeting is to finalize project scope, the detailed monitor locations, establish lines of communication, set milestones, and confirm the project schedule. The kick-off meeting will be scheduled a few days before the planned start of monitoring after contract execution and Notice to Proceed.

2) **Site Locations.** ADS will work with Client representatives to identify, verify and finalize the locations of the flow monitor installations on maps or schematics supplied.

3) **Site Investigations.** Following the kick-off meeting, ADS field crew(s) will mobilize to perform the site investigations ADS will utilize an experienced field crew for field work and will comply with Federal standards for confined-space entry. The proposed flow monitoring location will be located and the manhole entered following OSHA confined space entry and DOT traffic control procedures. Field crews consist of two workers, both of whom have received extensive and specialized flow monitoring and safety training and certifications.

An ADS Project Manager or Field Manager will be onsite during this phase due to the hazards associated with this work. The proposed flow monitoring locations will be inspected and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with the Client. Field crews will look for evidence and signs of erratic flow patterns and will also investigate adjacent manholes if necessary in order to identify the best monitoring locations to achieve the desired results. ADS requests for a Client representative to be on location during the investigation and installation phases so as to approve any changes in location of the flow monitors to achieve better data results.

4) **Equipment.** ADS will utilize the ADS owned Triton+ flow monitor during the course of this project. A typical monitor installation will include a sensor that will be mounted in the pipe and a monitor hung near the manhole cover; the sensors will measure flow velocity, ultrasonic depth and a redundant pressure depth will also be used to provide redundancy and surcharge height levels should they occur.

5) **Installation and Site Reports.** A site report will be generated upon completion of the site investigations and installation for each site. The site reports will include a sketch and pictures of the general location and installation, physical characteristics and diameters of the proposed

monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues.

6) **Monitor Activation.** Once installed the monitors will be activated and set to take readings at 15-minute intervals. Field crews will take manual depth readings with a measuring device and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual hydraulic conditions at each location; this is referred to as confirmations.

Flow Monitoring

7) **Flow Monitoring.** Once the monitors is installed and verified to be in working order, ADS will monitor the flow and rainfall for a period of sixty (60) calendar days (“monitoring period”).

8) **Data Collection and Equipment Maintenance.** Data will be collected nightly by ADS’ PRISM internet application. An ADS Data Analyst will review the data at least twice per week for quality control and issue work orders for Field Crews to perform maintenance and site confirmations as necessary to maximize data uptime and accuracy. ADS is an ISO 9001 certified company and follows proprietary internal quality procedures for all fieldwork. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe.

9) **Demobilization.** ADS will continue data collection and review until the end of the monitoring period. Once authorized, crews will immediately begin removing the flow monitors.

Data Analysis and Delivery

10) **Data Analysis.** Upon completion of the monitoring period the Data Analyst will analyze and finalize the data. The data analyst will directly calculate flow using the continuity equation from recorded depth and average velocity data. The analyst will also utilize scatter plots (depth vs. velocity readings) and confirmations to verify flow monitor accuracy. An I/I analysis and capacity study will be provided for your basin.

Client’s assistance requested:

ADS requests the following items from the Client in connection with this Project:

- 1) Provide a map of the sanitary sewer collection system and connections
- 2) Provide assistance with locating and access to manholes, pump stations, or other locations necessary for the completion of the flow monitoring and analysis described herein
- 3) Assist ADS in securing access to the sites of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required.
- 4) Provide an onsite representative that can approve the installation or relocation of a flow monitoring site once the site has been investigated by ADS field crews
- 5) Provide all permits and police escorts if and as required.
- 6) Clean selected sites to minimize hydraulic deficiencies.
- 7) Provide any information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits as needed



503 Commerce Park Dr SE ▶ Suite B ▶ Marietta, Georgia 30060
PHONE: 470-825-0157

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Pricing:

Temporary Flow Monitoring for Ninety Days:

	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
1	Comprehensive Flow Monitoring - Installation and commissioning of a temporary flow monitor, with comprehensive service including all parts and labor through the duration of the study. Includes installation, calibration and maintenance of one Rain Gauge through the study duration. 6 Meters x 3 Months = 18 Meter-months	18	Meter-Month	\$2,250.00	\$40,500.00
TOTAL					\$40,500.00

Prices above are valid for 30 days.

Special permits and police escorts if required will be the responsibility of the client

Extension Pricing for Additional Thirty Days of Monitoring:

	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
1	Comprehensive Flow Monitoring (Additional Thirty Days) 6 Meters x 1 Months = 6 Meter-months	6	Meter-Month	\$1,188.00	\$7,128.00
TOTAL					\$7,128.00

Accepted by:

Client Name:

ADS LLC:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acceptance of this proposal is subject to the acceptance of ADS' Standard Terms and Conditions of Service.



503 Commerce Park Dr SE ▶ Suite B ▶ Marietta, Georgia 30060
PHONE: 470-825-0157

www.adsenv.com

A DIVISION OF ADS LLC

**ADS LLC
EQUIPMENT AND/OR PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT**

The Parties named below hereby agree to be bound to the following terms and conditions and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

ADS LLC: 340 The Bridge Street, Suite 204, Huntsville, Alabama 35806

By: _____ Printed Name: _____

Title: _____ Date: _____

CLIENT: _____

Address: _____

By: _____ Printed Name: _____

Title: _____ Date: _____

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES

1.01 ADS

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated 27 November 2019 attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS’ profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS’ services, except as provided in section 4.03.

1.02 Client

A. Client shall have the responsibilities set forth herein and in Exhibit A.

1.03 Orders and Specifications

A. All orders placed with ADS for equipment must be in writing, signed, contain definitive prices, delivery dates, quantities and complete descriptions of products being purchased. Specifications applicable to items sold hereunder shall be those furnished by ADS, or those furnished by Client and agreed to in writing by ADS.

ARTICLE 2 - PRICING, PAYMENT AND INVOICES

2.01 Pricing

A. Price quotations, unless otherwise stated, shall automatically expire thirty (30) days from the date issued and may be cancelled or amended within said period upon written notice to Buyer.

2.02 Payment

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

2.03 Invoices

1. A. Invoices will be prepared in accordance with ADS’ standard invoicing practices, unless otherwise stated in Exhibit A. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS’ invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day. ADS reserves the right to establish and/or change the credit and payment terms extended to Client, including but not limited to requiring prepayment or Irrevocable Letter of Credit, when in ADS’ sole opinion Client’s financial condition or previous payment

record warrants such action. Furthermore, on delinquent accounts, ADS may divert shipments or reschedule deliveries of products on unfilled orders. All invoices shall be payable in U.S. Funds, drawn on a U.S. Bank. For sales outside of the United States, payment shall be at sight of shipping documents against an Irrevocable Letter of Credit which is satisfactory to ADS in its sole discretion.

ARTICLE 3 – TERMINATION

3.01 Termination

A. For Cause

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

B. For Convenience

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

ARTICLE 4 - GENERAL CONSIDERATIONS

4.01 Remedies

A. In the event (a) Client defaults in the payment of any monies due to ADS hereunder beyond the tenth (10th) day after the same is due or (b) Client files or suffers a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or makes an assignment for the benefit of creditors or enters into an arrangement with creditors and Client fails to secure a discharge thereof within thirty (30) days, then in any such event ADS may at its option do any or all of the following: (i) collect from Client a service charge on all monies due; (ii) terminate the sale; (iii) whether or not this sale is terminated, take immediate possession of any or all of the equipment wherever situated and for such purpose enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease all or any of the

equipment as ADS in its sole discretion may decide without any duty or account to Client. Client shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by ADS on account of such default including all court costs and reasonable attorney's fees. The rights afforded ADS under this paragraph shall not be deemed to be exclusive but shall be in addition to the rights or remedies provided by law.

4.02 Delivery, Title and Risk of Loss

A. Title and risk of loss of items sold hereunder shall pass to the Client upon delivery of the items by ADS to a public carrier (FOB shipping point). In no event shall ADS be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of ADS. Insurance associated with goods during transit shall be Client's responsibility. All products shall be deemed accepted upon Client's confirmation or within three (3) days of date of delivery, whichever occurs first.

4.03 Warranty, Returns, Alterations to Equipment

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from ADS. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control. ADS expressly disclaims any and all implied warranties, including, but not limited to any warranty for fitness for a particular purpose.

B. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will be replaced or upgraded at ADS' discretion.

C. Authorization must be obtained from ADS prior to return of any items, including those for repair. Client's right to repair or replacement is governed by the items in this Article 4. Issuance of credit for returned items shall be made at ADS' discretion upon Client's request. All returns accepted by ADS may be subject to a restocking fee.

D. It is understood and agreed that any modification or alteration to purchased equipment by Client, other than that specifically authorized by this Agreement or by ADS, shall VOID AND NULLIFY, in its entirety, all warranty conditions as set forth herein.

4.04 Use of Documents

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

4.05 Changes, Modifications and/or Amendments

A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

4.06 Insurance

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

*General Liability \$1,000,000 CSL and annual aggregate
Automobile Liability \$1,000,000 CSL and annual aggregate*

Workers Compensation as required by statute

ADS will provide Evidence of Insurance upon request.

4.07 Controlling Law, Venue and Dispute Resolution

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, for sales within the United States, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties. For sales outside of the United States the validity, construction, and performance of this Agreement shall be governed by the laws of the State of Alabama without regard to conflicts of laws, rules or principles. Venue shall be in the Circuit Court of Madison County, Alabama. The United Nations Convention on

Contracts for the International Sales of Goods is hereby expressly excluded from application to this Agreement.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

4.08 Export Compliance

A. Client shall be prohibited from re-selling, exporting and/or re-exporting the products purchased hereunder without the written consent of ADS. If Client should re-sell, export or re-export said products, Client must comply with all applicable export regulations, export licensing requirements and the U.S. Foreign Corrupt Practices Act, 15 USC §§78dd1 through 78dd3, as amended.

4.09 Government Indemnity

A. Purchase Orders placed hereunder containing a notation that the material is intended for use under a government contract shall be subject to the then current Government provisions referenced thereon in attachments thereto. However, prior to Client responding to a bid or RFP, Client bid response or proposal to RFP will be submitted to ADS and all clauses and regulatory requirements required to "flow-down" to subcontractors from a U.S. Government prime contract shall be reviewed, noted as to acceptance or rejection of clauses and mutually agreed to in writing by Client and ADS on an individual basis.

4.10 Successors, Assigns, and Beneficiaries

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be

binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

4.11 Limitation of Liability

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

4.12 Force Majeure

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

4.13 Acceptance Testing

A. The successful execution of the ADS standard test procedures for final test and checkout shall constitute Client acceptance testing of all products under this Agreement. Client may witness ADS-manufactured equipment acceptance testing on a non-interference basis upon thirty (30) days advance written request to ADS.

4.14 Engineering Changes

A. ADS reserves the right to make progress and design changes in standard product items ordered without prior approval or notification to Client.

4.15 Cancellation

A. ADS may at its option, cancel an order in the event, (a) Client's payments are in default or Client breaches any material provision hereto; (b) substantial changes in raw materials occur; (c) causes beyond ADS' reasonable control as

specified in Article 4.08 (Force Majeure); (d) Client becomes insolvent or a petition of bankruptcy is filed.

4.16 Taxes

A. Client shall be responsible for payment of all applicable sales, use or other taxes whether local, state, or federal, which are chargeable in connection with the sale of the items hereunder unless specifically provided for otherwise in writing.

4.17 Confidentiality and Non-disclosure

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

4.18 EEO Statement

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

4.19 Notices

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

4.20 Survival

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

4.21 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4.22 Waiver

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

4.23 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

4.24 Entire Agreement

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to equipment sold and services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties. In the event of an inconsistency between the terms, conditions, and provision of this Agreement and those of Client's purchase order, then in accordance with the usage of trade, Client's assent to the terms and conditions herein shall be conclusively presumed from Client's failure to reasonably object in writing and from Client's acceptance of all or any part of the material and/or services ordered.

Exhibit A

PROPOSAL

ADS proposal dated 27 November 2019 containing the agreed upon Scope of Work, Compensation and Party Responsibilities is attached hereto and incorporated as if fully set forth herein.



City of Cartersville

**City Council Meeting
12/5/2019 7:00:00 PM
Election Results**

SubCategory:	Other
Department Name:	Clerk
Department Summary Recommendation:	Attached are the November 5, 2019 Election results and the certification of the election results are recommended for Council approval.
City Manager's Remarks:	Your approval of the results and the certification of the November 5, 2019 elections results is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CONSOLIDATED MUNICIPAL/COUNTY CERTIFICATION OF RETURNS FOR:

- SPECIAL ELECTION
- GENERAL ELECTION
- RUNOFF ELECTION

11/5/19
Date
Cartersville
Municipality/County

Instructions: Prepare and print (4) copies of the Election Summary (county consolidated vote totals report that is generated by EMS). Attach copies of this consolidated certification report as follows:

1. **White** sheet is attached to Election Summary and returned to Secretary of State.
2. **Yellow** sheet is attached to Election Summary and maintained by Superintendent.
3. **Pink** sheet is attached to Election Summary and sent to Clerk of Superior Court.
4. **Goldenrod** sheet is attached to Election Summary and immediately posted at the City Hall (city) or Courthouse (county)

ELECTION SUMMARY MUST BE ATTACHED TO THIS FORM

Item # 16

Name of Candidate(s)	Insert Vote Totals On Blanks Below:
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes

We, the undersigned Superintendent of Elections and the Assistants, do jointly and severally certify that the attached Election Summary is a true and correct count of the votes cast in this City/County, and that the above listed Write-In Votes constitute all votes cast for qualified Write-In Candidates on BMD and Absentee/Provisional Ballots. In TESTIMONY WHEREOF, We have hereunto set our hands and seals this 15th day of Nov., 2019.
SIGNED IN QUADRUPLICATE.

[Signature] Assistant
Janet L. Queen Assistant
[Signature] Assistant
[Signature] Assistant
[Signature] Assistant

[Signature]
 Superintendent Of Elections



Election Summary Report

General Election

BARTOW

November 05, 2019

Official and Complete

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
Total	Election Day	1,316	1,316		9.60%
	Absentee By Mail	13	13		0.09%
	Advanced Voting	221	221		1.61%
	Provisional	0	0		0.00%
	Total	1,550	1,550	13,708	11.31%

Precincts Reported: 0 of 2 (0.00%)

Ballots Cast: 1,550

Item # 16

City of Cartersville Mayor (Vote for 1)

Precincts Reported: 0 of 2 (0.00%)

Candidate	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total
NICOLE BUTLER	221	1	26	0	248
BARBARA JACKSON	49	0	8	0	57
MATTHEW J. SANTINI (I)	1,039	12	187	0	1,238
Total Votes	1,309	13	221	0	1,543

	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total

City of Cartersville City Council Ward 2 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

Candidate	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total
JAYCE B. STEPP (I)	244	3	22	0	269
Total Votes	244	3	22	0	269

	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total

City of Cartersville City Council Ward 4 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

Candidate	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total
CALVIN COOLEY (I)	91	0	15	0	106
Total Votes	91	0	15	0	106

City of Cartersville City Council Ward 6 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

Candidate	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total
TAFF WREN (I)	84	1	31	0	116
Total Votes	84	1	31	0	116

Item # 16

City of Cartersville School Board At Large (Vote for 1)

Precincts Reported: 0 of 2 (0.00%)

Candidate	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total
TIM L. CHASON (I)	1,204	10	204	0	1,418
Total Votes	1,204	10	204	0	1,418

City of Cartersville School Board Ward 3 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

Candidate	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total
TRAVIS POPHAM (I)	423	1	68	0	492
Total Votes	423	1	68	0	492

City of Cartersville School Board Ward 4 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

Candidate	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total
SARAH P. BROADNAX (I)	86	0	15	0	101
Total Votes	86	0	15	0	101

Cartersville Sunday Brunch Alcohol Question (Vote for 1)

Precincts Reported: 0 of 2 (0.00%)

Candidate	Election Day	Absentee By Mail	Advanced Voting	Provisional	Total
YES	943	4	148	0	1,095
NO	367	9	71	0	447
Total Votes	1,310	13	219	0	1,542

Item # 16