



# City of Cartersville

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

**COUNCILPERSONS:**

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

**AGENDA**

Council Chamber, Third Floor of City Hall– 7:00  
PM – 1/22/2015  
**Work Session – 6:00 P.M.**

**CITY MANAGER:**

Sam Grove

**CITY ATTORNEY:**

David Archer

**CITY CLERK:**

Connie Keeling

**I. Opening of Meeting**

- Invocation
- Pledge of Allegiance
- Roll Call

**II. Regular Agenda**

**A. Council Meeting Minutes**

1. January 8, 2015 (Pages 1-4)

[Attachments](#)

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**B. Resolutions**

1. Ante Litem Notice (Pages 5-6)

[Attachments](#)

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2. Annual Update Adoption of CIE in Accordance with the Impact Fee Requirements (Pages 7-27)

[Attachments](#)

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**C. Other**

1. Urban Redevelopment Plan Update (Pages 28-29)

[Attachments](#)

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**D. Contracts/Agreements**

1. Lease Agreement for City Buildings on Cherokee Avenue (Pages 30-38)

[Attachments](#)

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**E. Bid Award/Purchases**

1. Everbridge - Mass Communication System (Pages 39-51)

[Attachments](#)

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2. Utility Vehicles for Police Dept. (Pages 52-53)

[Attachments](#)

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3. 24" Water Main Locate for DOT Temp Bridge Design (Pages 54-59)

[Attachments](#)

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#### **F. Monthly Financial Statement**

1. November 2014 (Pages 60-64)

[Attachments](#)

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**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

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City Council Meeting  
1/22/2015 7:00:00 PM  
January 8, 2015

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

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City Council Meeting  
10 N. Public Square  
January 8, 2015  
6:00 P.M. – Work Session 7:00 P.M.

## **I. Opening Meeting**

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Hodge

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

## **II. Regular Agenda**

### **A. Council Meeting Minutes**

#### **1. December 18, 2014**

A motion to approve the December 18, 2014 City Council Meeting Minutes as presented was made by Council Member Stepp and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

### **B. Contracts/Agreements**

#### **1. Preventive Maintenance agreement PSHQ**

Scott Carter, Fire Chief stated that the Fire and Police Departments are jointly entering into a preventative maintenance agreement and service contract to ensure that the Heating and Air Systems at the Public Safety Headquarters Building are performing efficiently. Bids were requested for this service and Chief Carter recommended the low bid from Galgon HVAC & Mechanical in the amount of \$14,945.00 annually to be paid in four (4) payments of \$3,736.25.

A motion to approve the low bid from Galgon HVAC & Mechanical was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

### **C. Bid Award/Purchases**

#### **1. ThyssenKrupp Elevator Maintenance Agreement**

Scott Carter, Fire Chief stated that the existing two year building maintenance warranty on the Public Safety Headquarters has expired. Currently the City has a maintenance agreement

with ThyssenKrupp for City Hall and the Museum. This agreement will provide additional coverage for the elevators at the Public Safety Headquarters (\$2,160.00) and the Water Treatment Plant Freight Elevator (\$3,120.00) for an additional total of \$5,280.00. Chief Carter recommended approval of this agreement.

A motion to approve the maintenance agreement with ThyssenKrupp was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

## **2. Winter Uniform Coats for Fire Department**

Scott Carter, Fire Chief stated that this bid is for new winter wear for the department. It has been over 12 years since the department has made a change in the type and style of winter wear and this will provide the firefighters with current compliance ANSI safety reflection along with applicable NFPA standards for station wear. Two vendors and many styles were reviewed and Chief Carter recommended approval of the low bid from T & T Uniforms for 72 Winter Coats at a total price of \$15,000.00.

A motion to approve the purchase from T & T Uniforms was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

## **3. Phazzers for Police Department**

Tommy Culpepper, Chief of Police stated that he is requesting to purchase an additional 10 Phazzers to replace the current stock of Tasers. Taser will discontinue support and training for the X26 in January. Chief Culpepper stated that he currently has two certified Phazzer instructors and purchasing the additional Phazzers will allow the agency to have one less-than-lethal platform and will make training easier for a single device. Chief Culpepper recommended approval of the purchase in the amount of \$8,551.43.

A motion to approve the purchase of 10 Phazzers was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

## **4. Brown Farm Road Lift Station Meter**

Bob Jones, Water and Sewer Superintendent stated that they need to purchase a one (1) inch meter from the Bartow County Water Department to service the sewer lift station on Brown Farm Road. Having the meter will aid maintenance of the site by allowing extensive cleaning and wash down of grease and debris that accumulates in the wet well. Mr. Jones stated that the total cost for the meter is \$6,070.00 of which \$1,544.00 is a City Water Capacity Fee for a net cost of \$4,526.00. Mr. Jones recommended approval.

A motion to approve the purchase from the Bartow County Water Department was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Mayor Santini stated that there were two items to be added to the agenda. A motion to add these items to the agenda was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

#### **D. Added Items**

##### **1. Appointment to the Alcohol Control Board**

Mayor Santini stated that Martha Wellsandt had stepped down from the Alcohol Control Board due to her husband's illness and ultimate death. Mayor Santini thanked Mrs. Wellsandt for her service to the city Alcohol Control Board since its beginning in 2004. Mayor Santini stated that Richard Kollhoff had applied for the position and recommended approval.

A motion to approve the appointment of Richard Kollhoff to the Alcohol Control Board was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

##### **2. Appointment to the Joint Development Authority**

Mayor Santini stated that the city and county had appointed the same person to the JDA and recommended the appointment of LaDonna Jordan as the City of Cartersville's appointment to the Joint Development Authority.

A motion to approve the appointment of LaDonna Jordan to the Joint Development Authority was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

##### **3. Discussion**

Greg Anderson, Parks and Recreation Superintendent presented the Mayor and Council a Bond Project Timeline for his department and asked that it be reviewed and discussed at the upcoming retreat.

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

#### **Meeting Adjourned**

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

ATTEST:

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



# City of Cartersville

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**City Council Meeting**  
**1/22/2015 7:00:00 PM**  
**Ante Litem Notice**

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<b>SubCategory:</b>	Resolutions
<b>Department Name:</b>	
<b>Department Summary Recommendation:</b>	The City received on or about January 13, 2015 an Ante Litem Notice regarding an alleged claim at Terminus Wake Park against the City relating to injuries relating from a wakeboarding accident on or about July 14, 2014. The City denies this claim.
<b>City Manager's Remarks:</b>	Your approval of this item is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

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**RESOLUTION NO. \_\_\_\_\_****RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF  
CARTERSVILLE, GEORGIA**

**WHEREAS**, on or about January 13, 2015, the City of Cartersville received an Ante Litem Notice from Morgan & Morgan Attorneys At Law concerning Melissa Moore's alleged claim against the City relating to injuries resulting from a wakeboarding accident at Terminus Wake Park on or about July 14, 2014.

**NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED** by the Mayor and City Council that the City of Cartersville denies the Ante Litem Notice claim submitted as referenced above based on the information currently available to it, and directs the City Attorney's Office to inform Morgan & Morgan Attorneys At Law of said denial.

**BE IT AND IT IS HEREBY RESOLVED** this 22nd day of January, 2015.

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

ATTEST:

/s/ \_\_\_\_\_  
Connie Keeling, City Clerk  
City of Cartersville, Georgia





# City of Cartersville

City Council Meeting  
1/22/2015 7:00:00 PM

## Annual Update Adoption of CIE in Accordance with the Impact Fee Requirements

<b>SubCategory:</b>	Resolutions
<b>Department Name:</b>	Planning and Development
<b>Department Summary Recommendation:</b>	<p>Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan because we collect said impact fees and/or have an adopted impact fee ordinance. As you are aware, we held the required public hearing for the updated information on November 6, 2014, and Council also approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They have approved the document, and we are required to formally adopt it. Staff recommends that Council approve this resolution adopting the Annual Update.</p>
<b>City Manager's Remarks:</b>	Your approval of this item is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

**Resolution No.****ADOPTION RESOLUTION****Capital Improvements Element**

**WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and**

**WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element; and**

**WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 6, 2014 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and**

**BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herin as Exhibit “A” as per the requirements of the Development Impact Fee Compliance Requirements.**

**ADOPTED this the day of .**

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

**ATTEST:**

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

# **Capital Improvements Element 2015 Annual Update:**

## **Financial Report & Short Term Work Program**

City of Cartersville, GA  
AS ADOPTED 1/22/2015

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Cartersville Capital Improvements Element, as adopted by the City in October, 2006.

## Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 6).

The City’s fiscal year runs from July 1 to June 30.

## Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a short term work program (STWP)—as specified in the Compliance

Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Short Term Work Programs annually.”<sup>1</sup>

According to DCA’s requirements,<sup>2</sup> the STWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Short Term Work Program portion of this document, beginning on page 7.

<sup>1</sup> Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

<sup>2</sup> Chapter 110-12-1-.05(2)(c)(i).

**IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA  
Fiscal Year 2014**

Cartersville, GA	Annual Impact Fee Financial Report - Fiscal Year 2014							
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Admin-istration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Collected (July 1, 2012 through June 30, 2014)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal: Fee Accounts</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Interest Income July 1, 2012 through June 30, 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fee Fund Balance June 30, 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Impact Fees Encumbered</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$0.00</b>

<b>Public Facility:</b> Library								
<b>Service Area:</b> City-wide								
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Collection Materials	2007	2007	\$117,492.02	97.4%	\$114,429.35	\$0.00	\$0.00	Delayed from 2007
Collection Materials	2008	2008	\$69,321.54	97.4%	\$67,516.99	\$0.00	\$0.00	
Collection Materials	2009	2009	\$71,527.08	97.4%	\$69,664.32	\$0.00	\$0.00	
Collection Materials	2010	2010	\$73,485.48	97.4%	\$71,564.73	\$24,640.16	\$0.00	
Collection Materials	2011	2011	\$76,177.57	97.4%	\$74,198.35	\$0.00	\$0.00	
Collection Materials	2012	2012	\$78,377.17	97.4%	\$76,339.89	\$29,393.45		
Collection Materials	2013	2013	\$80,819.77	97.4%	\$78,724.32	\$0.00		
Collection Materials	2014	2014	\$83,780.63	97.4%	\$81,597.59	\$0.00		
Collection Materials	2015	2015	\$85,728.23	97.4%	\$83,487.48	\$0.00		
Collection Materials	2016	2016	\$89,175.01	97.4%	\$86,846.43	\$0.00		
Collection Materials	2017	2017	\$91,608.34	97.4%	\$89,221.83	\$0.00		
Collection Materials	2018	2018	\$94,529.75	97.4%	\$92,085.01	\$0.00		
Collection Materials	2019	2019	\$97,723.71	97.4%	\$95,191.53	\$0.00		
Collection Materials	2020	2020	\$100,669.73	97.4%	\$98,050.34	\$0.00		
Collection Materials	2021	2021	\$104,103.45	97.4%	\$101,396.58	\$0.00		
Collection Materials	2022	2022	\$106,768.72	97.4%	\$104,004.08	\$0.00		
			<b>\$1,421,288.21</b>		<b>\$1,384,318.81</b>	<b>\$54,033.61</b>	<b>\$0.00</b>	

<b>Public Facility:</b> Fire Protection								
<b>Service Area:</b> City-wide								
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
New Station 4 (7,000 sf)	2007	2008	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (15,000 sf)	2010	2011	\$2,625,000.00	3.3%	\$87,500.00	\$117,475.74	\$0.00	
Station 3 Relocation (7,000 sf)	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00		
New Station 5 (7,000 sf)	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	2007	2007	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2007	2007	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
			<b>\$7,635,000.00</b>		<b>\$4,017,085.42</b>	<b>\$117,475.74</b>	<b>\$0.00</b>	

<b>Public Facility:</b> Police Department								
<b>Service Area:</b> City-wide								
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Facility Space (8,400 sf)	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$85,694.34	\$0.00	
			<b>\$1,470,000.00</b>		<b>\$1,460,950.20</b>	<b>\$85,694.34</b>	<b>\$0.00</b>	

<b>Public Facility:</b>		<b>Parks &amp; Recreation</b>						
<b>Service Area:</b>		City-wide						
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Future Park A (50 acres)	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (50 acres)	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
3 Track/Trails	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$49,433.59	\$0.00	start date tba
2 Tennis Courts	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
2 Playgrounds	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
			<b>\$4,110,460.06</b>		<b>\$4,087,460.06</b>	<b>\$49,433.59</b>	<b>\$0.00</b>	

<b>Public Facility:</b>		<b>Road Improvements</b>						
<b>Service Area:</b>		City-wide						
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Douthit Ferry (widening)	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$31,039.18	n/a	To be paid by Carter Grove through agreement
Terrell Drive (turn lane)	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00	\$0.00	
Center Road (widening)	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
			<b>\$1,414,825.00</b>		<b>\$1,331,525.00</b>	<b>\$31,039.18</b>	<b>\$0.00</b>	



**2013-2017 SHORT TERM WORK PROGRAM  
CITY OF CARTERSVILLE, GA**

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
<b>Economic Development</b>								
Continue to participate in the BCJDA and BC2JDA, equally with the County, and implement applicable components of the Economic Development Strategy, including: <ol style="list-style-type: none"> <li>1. Retain / Expand Existing Industries &amp; Attract New Ones</li> <li>2. Improve Tax Digest per FTE</li> <li>3. Develop Industrial Property</li> <li>4. Implement the Comprehensive Financing &amp; Administrative Plan</li> <li>5. Support Workforce &amp; Community Development</li> </ol>	X	X	X	X	X	n/a	General Fund	Bartow-Cartersville Joint Development Authority (BCJDA), Bartow-Cartersville Second Joint Development Authority (BC2JDA) City Council, Commissioner,
Adopt programs and provide services, particularly education and recreation programs, which assist the Hispanic population in participating more fully in the workforce and as active members of the community.	X	X	X	X	X	n/a	General Fund	City Council
Support collaboration among secondary and post-secondary education partners with each other and with employers, in regard to specialized job training programs and venues.	X	X	X	X	X	n/a	General Fund	BCJDA, Chamber

Item # 3

Attachment number 2 \n Page 7

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric, BCJDA
Leake Street and S. Museum Dr. improvements: sidewalks, lighting, signage, wrought iron fencing along S. Museum Dr.			X			Unknown	SPLOST, grants	Downtown Development Authority, City Council, Public Works
Covered performance pavilion at Friendship Plaza		X	X			\$140,000	DDA Budget, General Fund, grants, BID funds	Downtown Development Authority, City Council
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

**Natural and Historic Resources**

Consider tree ordinance to protect specimen trees, conserve the tree canopy, and promote urban forest practices on City owned properties.		X				\$8,500	General Fund	City Council, Planning
Consider applying for Tree City USA designation	X					\$5,000	General Fund	City Council, Planning
Continue to monitor the status of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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**Community Facilities**

Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, Character Areas and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council
Review and develop a comprehensive Infrastructure-Financing Plan. Ensure that new development pays its fair share of infrastructure costs	X	X	X	X	X	n/a	General Fund	City Council
Develop a 5-year Service District Plan to ensure adequate personnel and maintenance funds are in place for appropriate level of service requirements	X	X				n/a	General Fund	City Council
Require a traffic impact study if the trips generated from a proposed developed will impact the adjacent road system	X	X	X	X	X	n/a	General Fund	Public Works, City Council, Developer (applicant)

Engineering

Develop a long-range comprehensive transportation plan, including adopting a street connectivity ordinance and a pedestrian and bikeway plan.		X	X			\$40,000	MPO	City Council, Engineering, MPO, Planning
Review codes to increase pedestrian safety and accessibility by developing specific roadway types and pedestrian related facilities by Character Area. Require all new road improvements to provide sidewalks and possible bike lanes	X	X	X	X	X	n/a	General Fund	City Council, Engineering, Planning

Public Works

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Retrofit ADA requirements on all sidewalks	X	X	X	X	X	\$20,000/year	General Fund	City Council, Public Works
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$300,000/year	SPLOST	Public Works
Intersection and road safety improvements	X	X	X	X	X	\$55,000/year	SPLOST	Public Works
Airport Instrument Landing System	X	X				\$1,100,000	SPLOST	CMO
Douthit Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Engineering Only)	X	X	X	X	X	\$900,000	SPLOST (Const. GDOT & FHWA)	Public Works
Sugar Valley Rd. at Nancy Creek – new bridge - Project on Hold due to lack of funding						\$1,025,000	SPLOST	Public Works
Sugar Valley Rd. at Burnt Hickory Rd. – intersection improvement - Project on Hold due to lack of funding						\$700,000	SPLOST	Public Works
Grassdale Rd. – road improvements from US 41 to SR 293 - Project on Hold due to lack of funding						\$5.9 mill 1.4 mill (City)	SPLOST, County	Public Works
Equipment replacement	X	X	X	X	X	Variable	General Fund	Public Works
Various road resurfacing, sidewalk and shoulder improvements city-wide	X	X	X	X	X	variable	SPLOST	Public Works

Stormwater Division

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
MS4 Compliance	X	X	X	X	X	\$50,000/yr	General Fund, Users Fees	Stormwater Division
Erwin Downs Stormwater Pipes	X					\$375,000	General Fund, Users Fees	Stormwater Division
Railroad Ditch Improvements		X	X			\$500,000	General Fund, Users Fees	Stormwater Division
Old Mill Lake/Park (for stormwater control)			X	X		\$350,000	General Fund, Users Fees	Stormwater Division

Fire Department

Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
Purchase 2 fire trucks (1 with Jaws of Life)			X			\$1,025,000	100% Impact Fee	Fire Department
Relocation/construction of FD Station #3				X		\$1.5 mill	2014 SPLOST	Fire Department

Police Department

Replace police patrol units – on going	X	X	X	X	X	\$180,000/yr	General Fund	Police Department
Continue Crime Mapping-on going relative to the potential new RMS system	X	X	X	X	X	\$29,000/yr	General Fund	Police Department

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Replace ALL Protective vests - ongoing		X	X	X	X	\$10,000/yr	General Fund	Police Department

Library

Collection Materials	X	X	X	X	X	\$552,438	97% Impact Fees, General Fund	Library
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Parks & Recreation

Purchase northside park land		X				\$1,500,000	100% Impact Fees, SPLOST	Parks and Recreation
Sam Smith Park development	X	X	X	X	X	variable	General Fund	Parks and Recreation
Replace AC Unit at Dellinger Concession #1			X			\$4,500	General Fund	Parks and Recreation
Replace light poles and lighting fixtures (Dellinger Softball Field 1)		X	X			\$90,000	General Fund	Parks and Recreation
Minor renovation of Dellinger Park Pool		X	X			\$75,000	General Fund	Parks and Recreation
Renovation of Dellinger Park office		X	X			\$20,000	General Fund	Parks and Recreation
Component playsystem at Dellinger Park Softball fields				X		\$24,000	70% Impact Fees, General Fund	Parks and Recreation
Trail – Pettit Creek Trail, Phase II				X		\$297,000	Ga. Trail Grant, General Fund	Parks and Recreation

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Trail – Pettit Creek Trail, Phase III					X	\$350,000	Ga. Trail Grant, General Fund	Parks and Recreation
Trail – Leake Mounds / Etowah riverbank	X	X				\$900,000	TE Grant, General Fund	Parks and Recreation
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a	Impact Fees, General Fund	Parks and Recreation

School System

Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X					n/a	School Board	Cartersville School System
Identify a school site and construction funds for a new primary school to support the Carter Grove development.	X					n/a	School Board	Cartersville School System
Create increased walking, biking and school bus usage in the schools through active promotion and marketing, such as Fridays “walk to school day”, special activities and treats for bus riders, etc. Promote the GA DOT “Human Bus” program;	X	X	X	X	X	n/a	School Board, General Fund	Cartersville School System, Engineering

Electrical Utilities

Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)
Highland 75 Line Phase 3 – construct power line along Highland 75 Parkway (Zion Rd.) to serve new Highland 75 Industrial Park		X				\$500,000	Electric Revenue	Electric Utility

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
South Tie Line Phase 3 – construct power line on Hwy 113 from airport to Browns Farm Road substation					X	\$450,000	Electric Revenue	Electric Utility
Utility relocation for DOT projects	X	X	X	X	X	Variable	Electric Revenue	Electric Utility
Distribution Automation			X		X	\$240,000	Electric Revenue	Electric Utility
New 12kV feeder out of Cartersville Primary Substation on Cassville Rd				X		\$300,000	Electric Revenue	Electric Utility
Various reconductoring projects to upgrade older lines to current standards	X	X	X	X	X	Variable	Electric Revenue	Electric Utility
Center Rd. tie-line to Main Street				X	X	\$350,000	Electric Revenue	Electric Utility
N. Tennessee Street Line Rebuild – Phase 1	X					\$100,000	Electric Revenue	Electric Utility
N. Tennessee Street Line Rebuild – Phase 2		X				\$100,000	Electric Revenue	Electric Utility
N. Tennessee Street Line Rebuild – Phase 3			X			\$100,000	Electric Revenue	Electric Utility
HPS to LED street lighting conversion	X	X	X	X	X	\$20,000/yr	Electric Revenue	Electric Utility
Gas Utilities								
voestalpine Stamptec USA Expansion Phases II & III - Add'l metering & regulating station for process usage	X					\$50,000	Gas Revenue	Gas System

Item # 3



Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Cartersville Business Park - 6" HP steel extension	X					\$100,000	Gas Revenue	Gas System
Project Beaulieu - 4" HP steel service line and metering & regulating station	X					\$75,000	Gas Revenue	Gas System
Toyo Tire North America/Zion Road Development Area - 8" HP steel extension, Old Grassdale Road to Pettit Creek	X	X	X	X	X	\$650,000	JDA Funds	Gas System
Rowland Springs Road P.E. Extension - 6" P.E. extension, Dean Road to McCaskey Creek Road	X	X				\$35,000	Gas Revenue	Gas System
Highland 75 – 6" HP steel extensions (internal)	X	X	X	X	X	\$575,000	JDA Funds	Gas System
GDOT Road Relocations	X	X				\$125,000	Gas Revenue	Gas System
District Regulating Station Renewals	X	X	X	X	X	\$125,000	Gas Revenue	Gas System

Water & Sewer Department

Sewer line – 8" line replacement on Etowah Dr. to West Ave.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 30" new line on Tennessee St. to Jones Mill Rd.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Sewer line – upgrade sewer line and pump station along I-75 to 36” interceptor at Chemical Products	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department
Replace sewer along Petit Creek	X					\$1,850,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 18” line replacement Highway 41 to Pine Vista	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 8” upgrade on Jones Mill	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Continue loop of City with 36” line from Old Mill to Mission Rd.			X			\$4,000,000	General Fund, User Fees	Water & Sewer Department
Water line – 10” replacement on Cassville Rd. to Cherokee on Erwin Street	X					\$450,000	General Fund, User Fees	Water & Sewer Department
Water meter change out	X	X	X	X	X	\$600,000/year	General Fund, User Fees	Water & Sewer Department
Install sodium hypochlorite at water plant	X					\$525,000	General Fund, User Fees	Water & Sewer Department
Water line – Center Rd to Main Street	X					\$500,000	General Fund, User Fees	Water & Sewer Department
Nutrient removal upgrade at waste water treatment plant	X	X				\$25,000,000	General Fund, User Fees	Water & Sewer Department

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Upgrade Water Treatment Plant to 33 MGD	X					\$10,000,000	General Fund, User Fees	Water & Sewer Department
Consideration of reducing water & sewer capacity fees by 50% for a portion of the current year.	X					n/a	n/a	Council, Water & Sewer Department

**Housing**

Actively pursue opportunities with the Etowah Area Consolidated Housing Authority as a partner in the creation of affordable housing	X	X	X	X	X	n/a	Housing Authority Budget	Housing Authority
Proactively pursue opportunities for partnerships with non-profit agencies in the creation of affordable housing opportunities	X	X	X	X	X	n/a	General Fund	City Council
Increase code enforcement within targeted neighborhoods of the City	X	X	X	X	X	n/a	General Fund	Planning
Investigate potential programs to assist with maintenance and rehabilitation and make information on these programs available to its residents	X	X	X	X	X	n/a	General Fund	Planning
Work with the Police Department to address crime concerns in selected neighborhoods – on going	X	X	X	X	X	variable	General Fund	Police Dept
Continue to implement the mechanisms in place to foster the development of alternative forms of housing, such as mixed-use zoning, overlay districts, supplemented by the Character Area objectives and design guidelines	X	X	X	X	X	n/a	General Fund	City Council, Planning
Support the initiatives, projects and activities developed through the Georgia Initiative for Community Housing committee.	X	X	X	X	X	n/a	General Fund	City Council

Item # 3

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Identify sites appropriate for senior housing alternatives	X	X				n/a	General Fund	Planning, GIS

**Land Use**

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
Review and revise development ordinances to create new districts and adjust existing districts to support the intent and implementation of the Character Areas, and ensure that development regulations are aligned with the guiding principles and policies of the CP	X	X	X	X	X	n/a	General Fund	City Council, Planning
Revise the Future Development Map to accommodate additional mixed-use developments with residential components and areas of higher density residential.			X			\$10,000	General Fund	Planning, GIS
Develop master planning for each Character Area, and specific architectural design standards for Character Areas where appropriate		X	X			\$22,000	General Fund	City Council, Planning
Identify strategies and recommended improvements as outlined in the adopted 2010 Urban Redevelopment Plan for North Towne, North west Industrial and South Industrial areas	X	X	X	X		n/a	General Fund	City Council, Planning
Refine, and create an Overlay District for the Tennessee Street Corridor		X				\$11,000	General Fund	City Council, Planning
Coordinate with the City of Emerson on annexation borders, transportation and utility provision.	X	X	X	X	X	n/a	General Fund	City Council
Review this Plan yearly during the budget/STWP update in terms of actual population, map amendments and actual development	X	X	X	X	X	n/a	General Fund	City Council

Item # 3

Project Description	2015	16	17	18	19	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design. Consider adopting regulations to require improvements.	X	X	X	X	X	variable	General Fund	City Council, DDA
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA
Develop specific streetscape standards in appropriate Character Areas, and require for all new developments and redevelopment, and in the downtown/Main Street area;		X	X			n/a	General Fund	City Council, Planning, Engineering, DDA
Redesign where possible and incorporate the railroad into the overall downtown streetscape and continue "Quiet Zone" efforts.	X	X	X	X	X	n/a	General Fund	Engineering, DDA, Council
Adopt Low Impact Development Ordinance		X				n/a	General Fund	Engineering, Stormwater



# City of Cartersville

**City Council Meeting**  
**1/22/2015 7:00:00 PM**  
**Urban Redevelopment Plan Update**

<b>SubCategory:</b>	Other
<b>Department Name:</b>	Planning and Development
<b>Department Summary Recommendation:</b>	<p>This item serves as an staff update to Council for community development activities related to the Urban Redevelopment Plan. City Planner Richard Osborne, Grant Administrator Rhonda Gilbert, and Bartow County grantwriters Valerie Gilreath and Brielle Shinall have been working on the North Towne CDBG housing improvement project. This grant, first approved by DCA in 2011, targets improvements for low-to-moderate income owner-occupied North Towne houses such as repairs to roofing, doors, windows, etc. Improvement work is nearly complete on the first two houses (35 Montgomery St and 7 Courrant St). Four more houses are proposed to be improved this year. No action is needed by Council.</p>
<b>City Manager's Remarks:</b>	This is an update with no action required by Council.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

# MEMO

TO: Mayor & Council  
 FROM: Richard Osborne  
 DATE: January 12, 2015  
 RE: Urban Redevelopment Plan update

This message serves as an update to community development activities related to the Urban Redevelopment Plan. City Planner Richard Osborne, Grant Administrator Rhonda Gilbert, and Bartow County grantwriters Valerie Gilreath and Brielle Shinall have been working on the North Towne CDBG housing improvement project.

This grant, first approved by DCA in 2011, targets improvements for low-to-moderate income owner-occupied North Towne houses such as repairs to roofing, doors, windows, etc.

### **35 Montgomery St**

This house is owned by Essie Mallory. Based on an approved bid, DCA and the grant administrator gave contractor Jerry Springfield notice to proceed on October 27. The official end date is January 31. Mr. Springfield will request a final inspection and City staff will ensure code compliance prior to payment of invoice to the contractor.

### **7 Courrant St**

This house is owned by Harrison Dean. Based on an approved bid, DCA and the grant administrator gave contractor Jay Okafor notice to proceed on November 3. The official end date is January 31. Mr. Okafor will request a final inspection and City staff will ensure code compliance prior to invoice payment.

### **331 N. Gilmer St**

This house is owned by Cola Jones. Pre-inspector Kevin Burnley will evaluate the structure and provide a line-item list with estimated project cost. This estimated cost must be evaluated by DCA prior to bid eligibility. After DCA approves the cost, the bid will occur. Work will occur in the spring.

### **Grant extension letter**

In February, the grant administrator will draft a letter to be sent to DCA requesting that the grant be extended past its March 31 date of expiration.

### **2 MLK Jr Dr and 6 MLK Jr Dr**

The pre-inspector will contact homeowners Raymond Banks at 2 MLK Jr Dr and Jenny England at 6 MLK Jr Dr to estimate project costs. After these estimates have been evaluated by DCA, bidding will take place (likely in the spring). If the March 31 grant timeframe is extended, work would occur in late spring and/or summer.

### **21 MLK Jr Dr**

If there are funds remaining, this house owned by Marjorie Calloway would be worked on in the summer.



# City of Cartersville

City Council Meeting  
1/22/2015 7:00:00 PM

## Lease Agreement for City Buildings on Cherokee Avenue

<b>SubCategory:</b>	Contracts/Agreements
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	The lease agreement rates for city property located at 324 and 326 W. Cherokee Street that is used as a Montessori School has been modified from the current lease agreement and as required by State statute the rental was publicly advertised. The city received one proposal back from Independent Spirit LLC, which is the existing tenant. Since this bidder does agree to the terms of the agreement, I recommend approval of the lease agreement with Independent Spirit LLC for the rental of these two city properties.
<b>City Manager's Remarks:</b>	Your approval of this item is recommended.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	Everify document is attached.



REAL ESTATE LEASE AND  
MAINTENANCE AGREEMENT

*THIS LEASE and MAINTENANCE AGREEMENT* (hereinafter referred to as “Lease”), made and entered into as of the \_\_\_\_\_ day of January, 2015, by and between CITY OF CARTERSVILLE (“Landlord”) and Independent Spirit LLC, 3880 Russell Street, Smyrna, Georgia 30082 (“Tenant”).

WITNESSETH:

*WHEREAS*, Landlord is the owner of that certain improved real estate commonly known as 324 West Cherokee Avenue and 326 West Cherokee Avenue, Cartersville, Bartow County, Georgia (the “Property”). For a more particular description, see Exhibit “A” which is attached hereto and incorporated herein by reference; and

*WHEREAS*, Tenant desires to lease the Property from Landlord as indicated on Exhibit “A” herein referenced to as the “Premises”; and keep said premises in repair and maintained in a habital state; and

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

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

1. Landlord hereby leases and rents to Tenant and Tenant hereby agree to lease and take the premises and upon the terms and conditions hereinafter set forth.
2. The term of this Lease shall commence on February 1, 2015 and end on December 31, 2015. The Lease shall be automatically renewed for up to five (5) 1 year terms, provided that the Mayor and City Council do not take action at a public meeting in December or January of the renewable year to terminate or not renew this lease and the Tenant provides notice of intent of renewing by December 1<sup>st</sup> of each year of the lease. Landlord agrees to deliver possession of the Premises to Tenant on the commencement date hereof.
3. Tenant agrees to the use of said Premises and to be liable for all obligations, terms and conditions contained herein.
4. Tenant agrees to provide the following service in lieu of rent:
  - (a) Tenant shall pay landlord rent by the 1<sup>st</sup> of each month of the lease as follows:

Date	Monthly Rental Rate
Commencement date until 12/31/2015	\$600.00
January 1, 2016 through December 31, 2017	\$650.00
January 1, 2018 through December 31, 2019	\$700.00
January 1, 2020 through December 31, 2020	\$750.00

- (b) Tenant shall be responsible for all maintenance and repair of the premises, except for the building exterior (roof, siding, lawn) which will be maintained by the landlord.
  - (c) Tenant shall supply enough heat to the Premises at its expense to prevent the plumbing system and sprinkler system, if any, from freezing. Tenant shall pay 100% of all other utility bills including, but not limited to, water, sewer, gas, electricity, stormwater and garbage collection services rendered to the Premises or used by Tenant in connection therewith.
5. Tenant shall procure from a qualified insurance company and maintain during the entire term of this Lease the following coverages:
    - (a) Fire and extended coverage insuring the full value of Tenant's interest in the improvements on the Premises, office furniture, equipment, fixtures and supplies therein and the replacement cost of said premises and shall name Landlord as an additional insured and furnish a certificate evidencing such coverage to Landlord.
    - (b) Comprehensive general public liability insurance insuring the Tenant, its officers, partners, employees, agents and representatives against loss or damage arising from injury or death to persons or Premises occurring within the leased Premises. Such insurance shall be in an amount not less than \$2,000,000.00. Tenant shall name Landlord as an additional named insured under this subparagraph and furnish a certificate evidencing such coverage to Landlord.
  6. The Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance of the Premises.
  7. Tenant may sublet the Premises to Speech Therapists, Occupational Therapists or other related professionals to use space in these Premises to service students attending this school. Provided that Tenant will not receive compensation or other fees for the use of the facility by these therapists.
  8. Tenant agrees not to abandon or vacate the Premises during the term of this lease without thirty (30) days prior notification to Landlord.
  9. Tenant accepts the Premises in its present condition as suited for the use intended by the Tenant. Tenant shall, at Tenant sole expense, maintain the Premises, the fixtures and appurtenances thereon in first class condition and repair, and will suffer no active or permissive waste or injury thereof and the Tenant shall, at Tenant's sole expense, promptly repair all injury or damage to the Premises from whatever cause, other than damage which the Landlord is expressly obligated to repair.
  10. Tenant shall have the right to install or place on the Premises machinery, apparatus, equipment and other Premises of whatever nature, all of which shall remain the Premises of Tenant, whether or not attached to improvements comprising the Premises. So long as Tenant is not in default on its obligations, or upon giving bond for any obligations claimed by Landlord to be in default, Tenant shall have the right to remove the same at any time or from time to time during the term hereof and within a reasonable time after the termination hereof; provided, however, that should Tenant so remove any machinery, apparatus,

- equipment or other Premises of whatever nature, Tenant shall do so at its own expense without damage or injury to the Premises. In the event of damage or injury to the Premises, Tenant shall repair or restore the Premises to its condition as existed prior to the installation and removal of such machinery, apparatus, equipment or other Premises.
11. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the building is taken pursuant to condemnation proceedings, this Lease shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking, and rental shall be accounted for as between Landlord and Tenant as of that date. If neither party elects to terminate this Lease or if the Premises can be restored within the period provided above, Landlord shall rebuild the premises in a reasonable time and with due diligence with this Lease remaining in force except that Tenant's obligations shall abate until the Premises is restored to a tenantable condition. If the Premises is damaged but not wholly destroyed by any casualties after any condemnation proceeding is economically usable by Tenant in its operations, this Lease shall not terminate but Landlord shall restore the Premises to substantially the same condition as before damage or taking in a reasonable time and with due diligence. In the event of damage by casualty, Tenant's obligations shall abate in such proportion as use of the Premises has been destroyed and when the Premises are restored to tenantable condition, full rental shall commence. In the event of a partial taking, rent shall abate on a permanent basis determined by the square footage of the Premises so taken and the rent rate for such area.
  12. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred thereof, including but not limited to in addition all suits, damages, expenses, injuries, claims arising in any manner whatsoever attorney's fees and court costs.
  13. Tenant may not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant, without the prior written consent of the Landlord. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior consent of Landlord. Any assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.
  14. It is mutually agreed that in the event Tenant shall default in Tenant's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Tenant shall default in the performance of any of the terms or provisions of this Lease other than the provision requiring the payment of rent and such default continues for a period of thirty (30) days after notice from Landlord, or if Tenant are adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, Landlord, at his option, may at once terminate this lease by written notice to Tenant and thereupon

- this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
15. Landlord may, as Tenant's agent and without terminating this Lease, upon Tenant's default under this Lease and the lapse of any applicable grace period, at Landlord's option, enter upon and relet the Premises on the best available terms obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper.
  16. Landlord may enter the Premises at reasonable hours and upon reasonable notice to exhibit the same to prospective purchasers or Tenant and to make repairs to Landlord's adjoining Premises, if any. Landlord agrees that Tenant shall be permitted to have a representative monitor any such entry on to the Premises if Tenant feel such is necessary to protect the security and confidentiality of Tenant's business activities on the Premises. Landlord agrees to indemnify and hold Tenant harmless from any loss or damage caused to Tenant's equipment or Premises on the Premises which results from any act or negligence of Landlord, Landlord's agents, employees or licensees during such entry.
  17. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect landlord's right to collect rent for the period prior to termination thereof.
  18. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Nothing contained herein nor any action or inaction by Landlord shall be deemed to grant to Tenant any right, power or permission to perform any act or make any agreement which may create, give rise to or constitute the foundation for any right, title, interest, lien, charge or other encumbrance upon Landlord's estate in the Premises. So long as Tenant is not in default hereunder, Tenant shall have full and quiet enjoyment of the Premises.
  19. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate in effect at the end of the Lease and such holding over shall not operate as a renewal of this lease by operation of law.
  20. If any obligations or funds owing under this Lease are collected by or through an attorney-at-law, Tenant agrees to pay Landlord's attorney's fees, not to exceed fifteen percent (15%) of such collection. If Tenant shall bring suit to enforce Landlord's obligations hereunder, Tenant shall be entitled to recover its attorney's fees if Tenant prevail in such action.
  21. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.
  22. Tenant hereby appoint as Tenant's agent to receive service of all dispossessory or distant proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time or occupying the Premises;

and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises.

23. All notices to shall be sent to:

**Landlord**

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

**Tenant**

Independent Spirit, LLC  
Shannon Bennett  
3880 Russell Street  
Smyrna, GA 30082

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

24. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.
25. This Lease has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Lease.
26. Time is of the essence of this Lease.
27. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
28. This Lease may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.
29. During the entire duration of this contract, Tenant must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.
30. This Lease may be altered, amended or terminated by a written agreement signed by Landlord and Tenant.

EXHIBIT "A"

The Property described as 324 West Cherokee Avenue and 326 West Cherokee Avenue in Cartersville, Bartow County, Georgia.

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

**LANDLORD: CITY OF CARTERSVILLE**

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
WITNESS

ATTEST:

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

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

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

**TENANT:**

Signed, sealed and delivered  
this 9 day of January 2015.

BY: Bennett

[Signature]

\_\_\_\_\_  
WITNESS

[Signature]

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

1/29/16

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

### CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

SBEN16193  
EEV/Basic Pilot Program\* User Identification Number

Shannon Bennett  
BY: Authorized Officer or Agent  
(Contractor Name)

1/9/15  
Date

Independent Spirit LLC dba LifeSong Montessori School  
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor  
Shannon Bennett - organizing member/owner  
324 W. Cherokee Ave. Cksv. GA  
Contractor Address

Shannon Bennett  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

9 DAY OF January, 2015

Elizabeth Deye  
Notary Public

My Commission Expires: 1/29/16

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





# City of Cartersville

City Council Meeting  
1/22/2015 7:00:00 PM  
Everbridge - Mass Communication System

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Administration
<b>Department Summary Recommendation:</b>	<p>For the past couple of years, the City of Cartersville has used Blackboard Connect for their mass communication system. However, after some changes at Blackboard Connect and some recent customer service concerns, we researched additional mass communication companies. As a result, the City would like to recommend we change to Everbridge due to an increase in technology, customer service and reduction in cost. The 2015 Blackboard invoice is \$14,486 and the invoice from Everbridge is \$6,825. This is a price reduction of 52%. Additionally, the County recently signed on with Everbridge, therefore, we can share partner if needed in emergency situations if both parties agree.</p>
<b>City Manager's Remarks:</b>	This is a cheaper option and is recommended for your approval.
<b>Financial/Budget Certification:</b>	This is a budgeted item.
<b>Legal:</b>	
<b>Associated Information:</b>	



500 N Brand Blvd, Suite 1000  
Glendale, CA 91203 USA

tel: 888.366.4911  
fax: 818.484.2299

www.everbridge.com

## QUOTATION

Quote Number: 00013945

**Confidential**

1 of 2

**Prepared for:** Rebecca Bohlander  
City of Cartersville  
, GA  
770-387-5612  
rbohlander@cityofcartersville.org

**Quotation Date:** January 13, 2015  
**Quote Expiration Date:** February 27, 2015  
**Rep:** Lesley Turner  
(818) 230-9539  
lesley.turner@everbridgemail.com

### Contract Summary Information

**Contract Period:** 1 Year  
**Contract Optional Years:** 4 Years

**MN Households up to:** 9,166

### ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$1.00	\$6,825.00

### PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification Additional Organization	Recurring	1	\$1.00	\$0.00



500 N Brand Blvd, Suite 1000  
Glendale, CA 91203 USA

tel: 888.366.4911  
fax: 818.484.2299

www.everbridge.com

## QUOTATION

Quote Number: 00013945

**Confidential**

2 of 2

### Pricing Summary:

Year One Fees\*: \$6,825.00

One-time Implementation and Set Up Fees: \$0.00

**Total Year One Fees: \$6,825.00**

Optional Year(s) Ongoing Annual Recurring Fees: \$6,825.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
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.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

**Authorized by Everbridge:**

**To accept this quote, sign, date and return:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Print Name Title



## ONBOARDING - STANDARD

### OVERVIEW

The standard onboarding is right-sized to support small to medium organizations on deploying all basic Mass Notification and Interactive Visibility functionality. A dedicated onboarding specialist is provided to guide you through the onboarding process and provide strategic advice, tailored to your organization.

#### Included Standard Onboarding Resources

- + Client portal
- + Knowledgebase
- + Everbridge University
- + Up to 10 hours of an onboarding specialist

### TIME FRAME

Standard Everbridge Onboarding requires approximately 15 days to complete. Depending on the size and complexity of the organization, it may take more or less time. The timeframe can be tailored within the following limits for standard onboarding:

- + Access to an Onboarding Specialist for up to 10 hours.
- + Onboarding Specialist hours must be used within 60 days of contract signing.
- + Additional hours are billable at \$250/hr.

### SCOPE

A standard onboarding will provide the following:

- + Orientation to your onboarding resources, including the Everbridge Client Portal, knowledgebase articles library, and Everbridge University.
- + Access to your functional account, configured with default templates and default notification paths.
- + 30-minute hands-on demo of creating new users, the basic setup of contacts and the sending of a test notification.
- + Best practices and onboarding guidance as outlined in this document.
- + The onboarding specialist will ensure the client has demonstrated the ability to upload a sample of their contact data, send a notification and interpret the results.

### KEY MILESTONES

#### ORIENTATION CALL

This call will provide an orientation to Everbridge onboarding resources and a review of preparation necessary to conduct a successful onboarding.

#### KICK-OFF CALL

The Kick-off call will focus on reviewing the basic settings and developing the onboarding project plan.

#### CONSULTATION CALL

The Consultation Call will focus on reviewing the completion of the project plan and identifying gaps and next steps.

#### CLOSE-OUT CALL

The Close-out Call will provide guidance on go-live strategies and mark the account's transition to customer success.

# KEY MILESTONES

## ORIENTATION CALL

The purpose of the orientation call is to prepare for the onboarding process. The Everbridge specialist will provide an overview of the onboarding process to key client stakeholders, introduce the stakeholders to the various onboarding resources, provide a short, interactive demo and access to a live, working account preloaded with default templates and settings. Orientation calls will be held within 5 days of the completion of your order processing. The specialist will also provide a checklist of actions to be completed in order to kick-off the onboarding process. The Call Agenda will include the following:

- + Introductions
- + Review communication goals/use cases
- + Review onboarding process
- + Review resources available to the client
- + Review the success criteria of the Milestone calls
- + Schedule all follow up calls
- + Review the Getting Started checklist
- + An onboarding specialist will provide a demo of the product showing how to create a new user, how to create a contact, and how to send a message using a pre-loaded test template. At the conclusion of the demo, the customer will be provided with their live production account.

**Time: 1.5-2 hours**

## KICK-OFF CALL

The Kick-off call will be held as soon as the actions on the Getting Started checklist are complete, but no later than 3 weeks after the Orientation Call. The agenda will include the following items:

- + Review completion of the Getting Started checklist
- + Verify settings and configurations selected
- + Discuss design and strategy of the organization hierarchy in relation to the client's needs.
- + Review Role-based access control and its application with the client's organization.
- + Review the contact data quality of the sample uploaded by the customer.
- + Upon successful setup of the basic settings, the onboarding specialist will provide a customized Project Plan to guide the remainder of the onboarding. The Project Plan will include guidance on topics such as: data management strategy, reporting, groups and filters, mobile manager, awareness campaigns, training plans, member portal, Weather, IV, and mobile member.

**Time: 1-2 hours**

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## CONSULTATION CALL

The Consultation Call should be scheduled to take place within 5 days of the Kick-off Call. The call is a strategy session between the onboarder and the customer, with the following objectives:

- + Review Project Plan action items
- + Define testing strategy
- + Review contact management strategy
- + Review relevant advanced configuration topics

**Time: 1-2 hours**

## CLOSE-OUT CALL

The close out should occur approximately 3-4 weeks after Orientation (not to exceed 60 days). The call will provide a final opportunity for the client to strategize with the onboarding specialist and will cover the following topics:

- + Functional testing conducted by customers/or review results of functional testing
- + Discuss transition to customer success
- + Provide best practices for troubleshooting issues
- + Where to find support information
- + Roll-Out Planning:
  - Review project plan for completing system-wide test
  - Review best practices for system test planning
  - Awareness programs

**Time: 1 hour**

## EVERBRIDGE UNIVERSITY

- + Learning modules and training are continuously available and free for customers and partners to learn or review
- + Use Adobe flash videos with audio narrations
- + Self-paced training that allows students to learn when they have time and at their own pace
- + Just-in-time learning using small, focused content modules
- + No travel or facilities required, the classroom is anywhere a learner has Internet access

**Item # 6**



## CLIENT REGISTRATION FORM

**\*Required information**

**\*Client Name:**

**Account Number: (Internal use only)**

**\*Requestor/Approver of Services:**

Contact Name:

Phone Number:

Email Address:

Other Number:

**\*Billing Address:**

Contact Name:

Contact Name:

Address:

Address:

City:

State/Province/Region:



City:

State/Province/Region:



Postal/Zip Code:

Country:



Postal/Zip Code:

Country:



**\*Accounts Payable Department:**

Contact Name:

Email Address:



Phone Number:

Fax Number:



Address: *same as Billing Address*

*same as Shipping Address*

City:

State/Province/Region:



Postal/Zip Code:

Country:



**\*Purchasing Department:**

Contact Name:

Email Address:



Phone Number:

Fax Number:



Address: *same as Billing Address*

*same as Shipping Address*

City:

State/Province/Region:



Postal/Zip Code:

Country:



**\*Invoice Submission Email Address(s):**

**\*Do you require a Purchase Order to process payment?**

Yes

No

If Yes, please send Purchase Order to [Final.Documents@everbridge.com](mailto:Final.Documents@everbridge.com)

**(For U.S. Clients only)**

**\*Is your organization exempt from paying Sales and Use Tax?**

Yes

No

If your organization is exempt or is utilizing Direct Pay, please attach a copy of your Exemption or Direct Pay Certificate to this form

\*If either of the certificates is not attached to this form, sales tax will be added where applicable.

**Please provide any special instructions for submitting and processing invoices for payment:**

**Please list and attach any required forms and/or web links for invoice processing:**

e.g., Wire/EFT/ACH forms, Vendor forms, W9 forms, Registration links

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Please return the form via Email to [Final.Documents@everbridge.com](mailto:Final.Documents@everbridge.com) or Fax to 818-484-2299



**Everbridge, Inc.**  
**Core Platform Service Agreement**

This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and \_\_\_\_\_ (“**Client**”), effective on the date of Client’s signature below (“**Effective Date**”). Everbridge and Client are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

**1. SERVICE.** Everbridge shall provide Client access to its proprietary interactive communication service(s) (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or households, as applicable (each, a “**Contact**”) set forth on the Quote.

**2. PAYMENT TERMS.** Client shall pay the fees set forth in the Quote (“**Pricing**”). If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the rates set forth in the applicable Quote. Everbridge shall invoice Client annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

**3. RESPONSIBILITIES.**

**3.1 Users.** If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors to access that Service as users. If Client has purchased any other Service, Client shall authorize the number of users set forth on the Quote as applicable to that Service. Collectively, Client’s employees and contractors who access any Service as provided above are referred to as “**User(s)**”. Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete the onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, Client must purchase any additional onboarding services.

**3.2 Client Data.** “**Client Data**” is all electronic data Client transmits to Everbridge in connection with the use of the Service. Client shall retain all ownership rights in any Client Data. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. By purchasing the Service, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Service Providers to collect, store and process Client Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, short messaging services (“**SMS**”) providers and content and data management providers that Everbridge uses in providing the Service. Client shall maintain a copy of all Client

Contact data that it provides to Everbridge. Client acknowledges that the Service is a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Client or Contacts.

**3.3 Limitations on Use.** Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on [www.everbridge.com](http://www.everbridge.com). Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

**3.4 Security of Services.** Everbridge’s IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the “**Privacy and Security Compliance**” link on [www.everbridge.com](http://www.everbridge.com). “**Privacy Laws**” means all state and federal laws and regulations regarding data protection and privacy.

**4. TERM.** This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Service Term**”). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term (“**Renewal Term**”), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the “**Grace Period**”) in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the “**Monthly Holdover Fee**”). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal.

**5. TERMINATION; SUSPENSION.**

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**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

**5.2 Termination by Everbridge.** If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion pursuant to the notice provisions above. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to \$1,000.

**5.3 Suspension.** Everbridge may suspend the Service or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

## 6. PROPRIETARY RIGHTS.

**6.1 Grant of License.** Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service.

**6.2 Restrictions.** Client shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Services; (iv) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets for its own internal business purposes; (v) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; or (vii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes. Client shall not and shall not attempt to access the Everbridge systems programmatically except using the appropriate username and password, and using application programming interface (API) calls permitted by Everbridge from time to time.

**6.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client through the Service or otherwise in connection with this Agreement (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its

licensors where applicable) owns all rights, title and interest in and to the Service, and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information (except for the Client Data) provided to Everbridge by Users, Client and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition; Protection.** As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

**7.2 Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall provide the Services in material compliance with the functionality and specifications set forth on the relevant product/system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent

Item # 6

with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.2 Disclaimer.** NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 SMS Transmission.** CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

## 9. INDEMNIFICATION.

**9.1 By Client.** Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Service by Client or Contacts, or Client's breach of the tax provisions in Section 2 or any breach by Client of Sections 3 or 6.

**9.2 By Everbridge.** Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Service as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Service is provided to Client.

**9.3 Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Service; (ii)

modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge professional services relating to the Service to the extent the claim of infringement is based on the foregoing.

**10. LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

## 11. MISCELLANEOUS.

**11.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**11.2 Force Majeure; Limitations.** Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Client acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

**11.4 Assignment.** Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**11.6 Notices.** Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by US certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c) two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Client Portal.

**11.7 Marketing.** Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

**11.8 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**11.9 Equal Employment Opportunity.** Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

**11.10 General.** This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized representatives.

<p><b>EVERBRIDGE, INC.</b></p> <p>By: _____  Print Name: _____  Title: _____  Date: _____</p> <p>Address:  500 N. Brand Blvd., Suite 1000  Glendale, California 91203</p> <p><b>For legal notice:</b>  Attention: Legal Department</p>	<p><b>CLIENT:</b> _____</p> <p>By: _____  Print Name: _____  Title: _____  Date: _____</p> <p><b>Client's address for legal notices:</b>  _____  _____  _____</p> <p>Attn: _____</p>
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EXHIBIT A  
Additional Business Terms

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

**“Data Feed”** means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Service (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

**“Incident Administrator”** means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Service.

**“Incident Operator”** means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Service.

**“Premium Features”** means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.

EXHIBIT B  
IPAWS- CMAS/WEA Addendum

*This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.



# City of Cartersville

**City Council Meeting  
1/22/2015 7:00:00 PM  
Utility Vehicles for Police Dept.**

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Police
<b>Department Summary Recommendation:</b>	<p>On November 20, 2014 I sent a request for bids (RFB) with a specification sheet attached for two sport utility vehicles (SUV) to 15 different businesses in the area. I also placed the RFB and specification sheet on the city's web. The bids were due back to me by the close of business on December 31, 2014. I received four bids from the following companies:</p> <p>Robert Loehr Dodge 567 East Main Street Cartersville, Georgia 30120 2015 Dodge Durango -\$30,906.00 per vehicle for a total of \$61,812.00</p> <p>University Dodge 2500 New Calhoun Highway NE Rome, Georgia 30161                      2015 Dodge Durango-\$30,750.00 per vehicle for a total of \$61,500.00</p> <p>Terry Reid GMC P.O. Box 3368 Cartersville, Georgia 301020 2015 GMC Yukon -\$55,270.00 per vehicle for a total of \$110,540.00</p> <p>Brannen Motor Company P.O. Box 746 Unadilla, Georgia 31091 2015 Chevrolet Tahoe-\$35,547.00 per vehicle for a total of \$71,094.00</p> <p>The bids were opened on January 2, 2015 and the only company that met the majority of the specifications was Robert Loehr Dodge. These vehicles will be used to replace aging vehicles in our fleet and two of the older vehicles will be surpluses. These vehicles will be purchased with federal asset forfeiture funds at no cost to the tax payers.</p> <p>I recommend purchasing two 2015 Dodge Durangos for \$61,812.00 from Robert Loehr Dodge which is a local vendor. This vehicle will be fully equipped, however miscellaneous police equipment (blue lights, siren, two-way radio, window tinting, etc.) will be added up to \$8,000.00. The total</p>

Cover Memo  
Item # 7

	amount for the vehicle, equipment, and installation will not exceed \$69,812.00. The E-Verify and E-Save documents have been submitted to the police department and are on file. Chief Culpepper concurs with the purchase of these vehicles. I am requesting your support and recommendation for this purchase.
<b>City Manager's Remarks:</b>	Your approval of these items is recommended.
<b>Financial/Budget Certification:</b>	These purchases are not budgeted items, however, funds have been received to fund these purchases.
<b>Legal:</b>	
<b>Associated Information:</b>	



# City of Cartersville

City Council Meeting

1/22/2015 7:00:00 PM

## 24" Water Main Locate for DOT Temp Bridge Design

<b>SubCategory:</b>	Bid Award/Purchases
<b>Department Name:</b>	Water Dept
<b>Department Summary Recommendation:</b>	<p>In order to complete interchange/bridge improvements on the HWY 41/411 DOT project, a temporary bridge will be constructed to the north of the existing bridges that cross over Pettit Creek. The temporary bridge will be constructed over our existing 24-inch water main by driving vertical piles on both sides of the main. In order to properly design the temporary bridge and protect the existing line, multiple exact location points are needed. The exact location of the line from original construction drawings was in doubt and efforts to locate the line by means other than excavation did not yield precise enough data. Bids were taken from three local contractors (attached) and C&amp;L Contractors was the low bidder based on unit rates. A total of 16 hours was spent on the initial line location and three additional points of excavation to verify and mark the centerline of the pipe for DOT engineers.</p> <p>Total cost for the work is \$5,020.00 This is a budgeted Item to be paid from account 505.3320.54.1535 – “HWY 41/411 Water Main Relocation”</p>
<b>City Manager's Remarks:</b>	Your approval of this payment is recommended.
<b>Financial/Budget Certification:</b>	This is a budgeted Item to be paid from account 505.3320.54.1535 – “HWY 41/411 Water Main Relocation”
<b>Legal:</b>	
<b>Associated Information:</b>	



C & L Contractors

228 Braswell Path  
Dallas, GA 30132

# Invoice

Date	Invoice #
10/31/2014	1015

Bill To
City of Cartersville 148 Walnut Grove Road Cartersville, Ga 30120

P.O. No.	Terms	Project
	Due upon receipt	Catersville Water Main Poth...

Quantity	Description	Rate	Amount
	Cartersville Water Main Potholing		
16	Excavator	145.00	2,320.00
16	2 Men and Service Truck, with tools and trench box- if necessary	75.00	1,200.00
3	Mobilization/ Demoblization	500.00	1,500.00

			<b>Total</b>	\$5,020.00
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Phone #	Fax #	E-mail
770-505-6977	770-443-5153	src1contractors@att.net

Item # 8

## C&L Contractors, Inc.

228 Braswell Path · Dallas, GA · 30132

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

Job Name: Cartersville Water Main Potholing

Date: 12/16/2014

Contact: Chris Corley

Contact #: (678)873-2845

### Bid Proposal Items

Item No.	Item Description	Est. Qty.	Pay Unit			Unit Cost		Total Item
								Amount
1	Excavator	1.00	Per HR			\$ 145.00		\$ 145.00
2	2 Men and Service Truck, with tools and trench box - if necessary	1.00	Per HR			\$ 75.00		\$ 75.00
3								
4								
5								
Excludes utility relocation, permits, major rock excavation, etc. Actual number of hours worked will be billed, 8 hour minimum per day. A \$500 mobilization/lowboy charge will apply per use. If recompaction of excavation is necessary, testing charges will be extra and compactor will be charged at \$90 per hour								
							Total Quote	\$ 220.00

**Mailing Address:**

P. O. Box 790  
White, GA 30184-0790  
Phone 678-721-7780



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

December 10, 2014

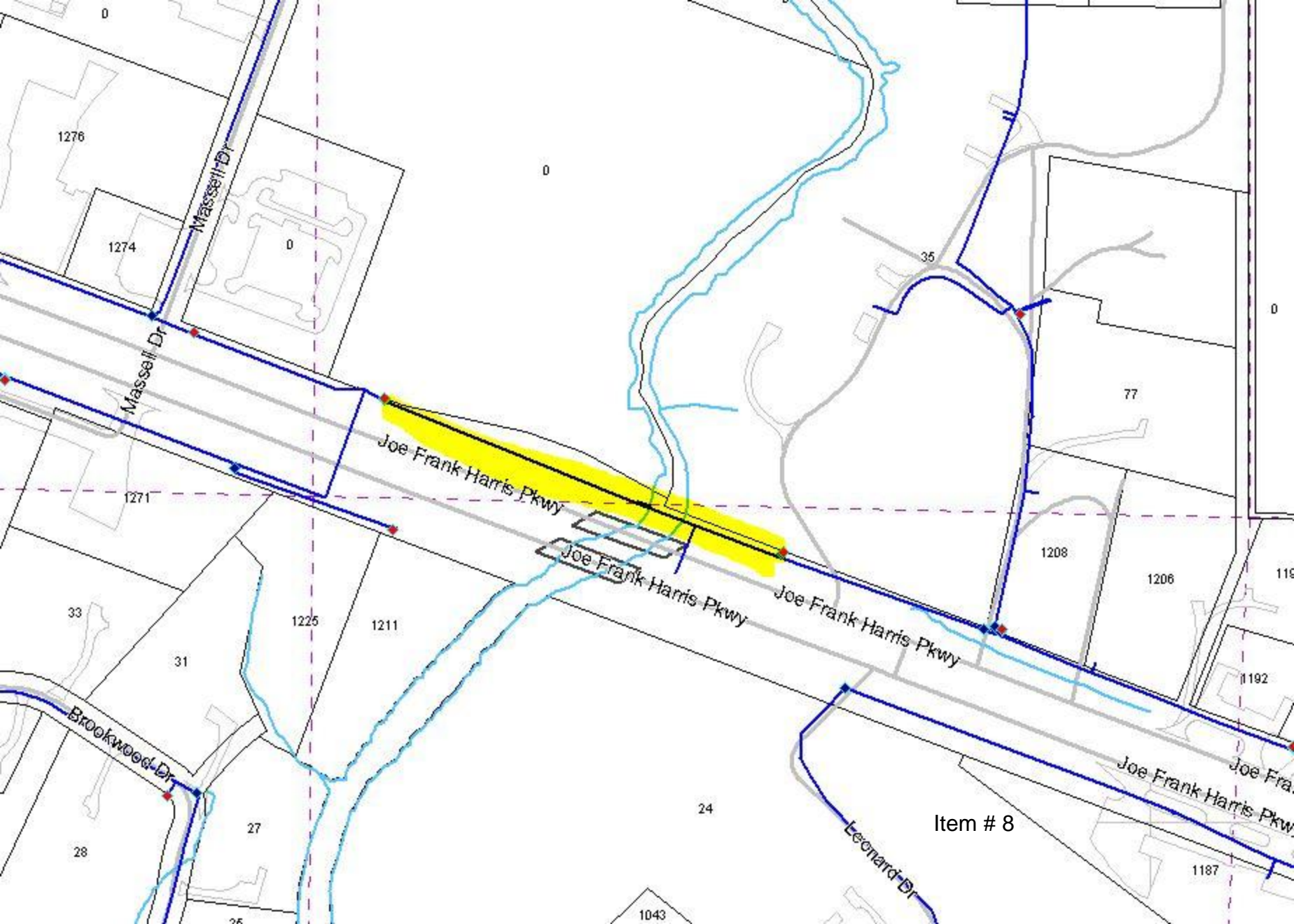
City of Cartersville  
Attn: Ed Mullinax

We are pleased to quote water line location as per your request on Pettit Creek.

1 LS mobilization & trench boxes - \$1200.00  
1 200 Hoe with 2 laborers @ \$225.00 per hour

Sincerely,

C. H. Kirkpatrick, Jr.



Item # 8

**Ed Mullinax**

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**From:** Kirk Culler <kirk@tjlyleco.com>  
**Sent:** Tuesday, December 09, 2014 4:31 PM  
**To:** Ed Mullinax  
**Subject:** Re: Request For Pricing

Ed,  
\$4500.00 / Day.

Thank's.  
Kirk.

[Kirk Culler](#)  
[T. J. Lyle & Company Inc.](#)  
770-607-0164 - Ph.#  
770-607-0593 - Fax #  
678-410-7373 - Cell #

On Tue, Dec 9, 2014 at 3:57 PM, Ed Mullinax <[emullinax@cityofcartersville.org](mailto:emullinax@cityofcartersville.org)> wrote:

Gentlemen,

We have 24" water line that we need to pot hole down on to locate (both horizontal and depth). See the attached photo for the location. It is on Hwy 41 near Pettit Creek. We had an outfit come in and try to use vacuum excavation. There were too many rocks that kept clogging their hose and the line is somewhat deep. We need to dig down on at least one spot on the south side of Pettit Creek and at two to three spots on the north side of the creek. The line ranges in depth from 7 feet to 12 feet or so.

Our intent is to expose the pipe so we can bury a section of 2" PCV pipe on top of the water main.

Please provide a per day charge for providing a backhoe and operator and laborers as necessary to safely dig down on the pipe.

The Contractor will be responsible for calling in a Utility Locate.

I need this in by early next week at the latest



# City of Cartersville

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**City Council Meeting**  
**1/22/2015 7:00:00 PM**  
**November 2014**

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<b>SubCategory:</b>	Monthly Financial Statement
<b>Department Name:</b>	Finance
<b>Department Summary Recommendation:</b>	Attached is the financial report for November 2014. Also attached are the supplemental financial information report and the cash position report for the same time period.
<b>City Manager's Remarks:</b>	Tom R. will present this information at the meeting.
<b>Financial/Budget Certification:</b>	
<b>Legal:</b>	
<b>Associated Information:</b>	

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**MONTHLY SUMMARY**  
As of November 30, 2014

6 # water

*GENERAL FUND* excluding SPLDST, DDA & School System Projects Tax Revenue & Expenditures

	FY 2013 - 14 MONTH OF November-13	FY 2014 - 15 MONTH OF November-14	FY 2013 - 14 Year to Date November-13	FY 2014 - 15 Year to Date November-14	100.00% OF BUDGET (Year to Date)
<b>REVENUE</b>	\$2,154,586	\$2,246,778	\$10,467,048	\$11,044,055	45.66%
<b>EXPENDITURE</b>	\$3,048,613	\$1,491,727	\$10,657,935	\$10,444,558	43.19%
<b>Gen. Fund Net Profit (Loss)</b>	<b>(\$894,027)</b>	<b>\$755,051</b>	<b>(\$190,887)</b>	<b>\$599,497</b>	
<b>WATER &amp; SEWER</b>					
<b>REVENUE</b>	\$1,101,143	\$1,185,848	\$5,975,015	\$6,674,249	43.41%
<b>EXPENDITURE</b>	\$1,441,384	\$899,859	\$6,172,353	\$5,821,581	37.87%
<b>Wtr. &amp; Swr. Fund Net Profit (Loss)</b>	<b>(\$340,241)</b>	<b>\$285,989</b>	<b>(\$197,338)</b>	<b>\$852,668</b>	
<b>GAS</b>					
<b>REVENUE</b>	\$1,779,027	\$2,102,646	\$6,947,204	\$7,454,123	27.84%
<b>EXPENDITURES</b>	\$2,216,544	\$1,893,780	\$8,529,527	\$9,151,335	34.18%
<b>Gas Fund Net Profit (Loss)</b>	<b>(\$437,517)</b>	<b>\$208,866</b>	<b>(\$1,582,323)</b>	<b>(\$1,697,212)</b>	
<b>ELECTRIC</b>					
<b>REVENUE</b>	\$3,464,365	\$3,663,320	\$19,537,275	\$21,050,957	42.94%
<b>EXPENDITURES</b>	\$3,509,340	\$3,912,642	\$19,173,256	\$20,500,076	41.81%
<b>Electric Fund Net Profit (Loss)</b>	<b>(\$44,975)</b>	<b>(\$249,322)</b>	<b>\$364,019</b>	<b>\$550,881</b>	
<b>STORMWATER</b>					
<b>REVENUE</b>	\$106,841	\$110,876	\$584,524	\$549,120	33.38%
<b>EXPENDITURE</b>	\$71,522	\$155,461	\$441,560	\$537,714	32.69%
<b>Stormwater Fund Net Profit (Loss)</b>	<b>\$35,319</b>	<b>(\$44,585)</b>	<b>\$142,964</b>	<b>\$11,406</b>	
<b>SOLID WASTE</b>					
<b>REVENUE</b>	\$173,678	\$179,118	\$884,764	\$908,395	37.10%
<b>EXPENDITURE</b>	\$292,186	\$144,286	\$1,001,040	\$785,644	32.09%
<b>Solid Waste Fund Net Profit (Loss)</b>	<b>(\$118,508)</b>	<b>\$34,832</b>	<b>(\$116,276)</b>	<b>\$122,751</b>	
<b>FIBER OPTICS</b>					
<b>REVENUE</b>	\$138,213	\$160,291	\$720,765	\$766,695	41.67%
<b>EXPENDITURE</b>	\$99,766	\$176,047	\$569,177	\$679,330	36.92%
<b>Fiber Fund Net Profit (Loss)</b>	<b>\$38,447</b>	<b>(\$15,756)</b>	<b>\$151,588</b>	<b>\$87,365</b>	

	Description	Through 11-30-14	FY 2015 Budget	% of Monthly Totals to Budget
<b>General Fund</b>	<b>Total Revenues</b>	<b>\$11,044,054</b>	<b>\$24,185,370</b>	<b>45.66%</b>
	GO Bond Proceeds from School	\$1,261,100	\$1,477,500	85.35%
	Property Taxes-City Portion Only	\$1,017,445	\$7,329,320	13.88%
	Local Option Sales Tax (LOST)	\$1,655,706	\$3,549,240	46.65%
	Other Taxes	\$3,347,064	\$5,105,690	65.56%
	Building Permit & Inspection Fees	\$63,281	\$105,000	60.27%
	Fines and Forfeitures	\$264,526	\$800,000	33.07%
	Operating Transfers In-City Utilities	\$1,814,544	\$4,191,560	43.29%
	Other Revenues	\$1,620,388	\$1,627,060	99.59%
	<b>Total Expenditures</b>	<b>\$10,444,559</b>	<b>\$24,185,370</b>	<b>43.19%</b>
	Personnel Expenses	\$6,381,970	\$15,042,030	42.43%
	Operating Expenses	\$2,506,084	\$5,687,565	44.06%
	Capital Expenses	\$67,555	\$1,544,600	4.37%
	GO Bond Proceeds from School	\$1,261,100	\$1,455,475	86.65%
Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!	
Library Appropriations	\$227,850	\$455,700	50.00%	
<b>Water &amp; Sewer Fund</b>	<b>Total Revenues</b>	<b>\$6,674,249</b>	<b>\$15,373,335</b>	<b>43.41%</b>
	Water Sales	\$4,136,389	\$8,738,000	47.34%
	Sewer Sales	\$2,307,087	\$5,164,500	44.67%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Bond Proceeds	\$0	\$720,835	0.00%
	Prior Year Capacity Fees	\$0	\$240,000	0.00%
	Other Revenues	\$230,773	\$510,000	45.25%
	<b>Total Expenditures</b>	<b>\$5,821,581</b>	<b>\$15,373,335</b>	<b>37.87%</b>
	Personnel Expenses	\$1,386,729	\$3,297,270	42.06%
	Operating Expenses	\$1,257,394	\$3,280,650	38.33%
Capital Expenses	\$553,518	\$2,659,700	20.81%	
Transfer To General Fund	\$1,044,820	\$2,507,570	41.67%	
Debt Payments	\$1,579,120	\$3,628,145	43.52%	
<b>Gas Fund</b>	<b>Total Revenues</b>	<b>\$7,454,123</b>	<b>\$26,770,995</b>	<b>27.84%</b>
	Gas Sales	\$6,816,854	\$24,240,945	28.12%
	Gas Commodity Charge	\$512,571	\$1,245,000	41.17%
	Bond Proceeds	\$0	\$600,000	0.00%
	Proceeds from Capital Leases	\$0	\$25,050	0.00%
	Other Revenues	\$124,698	\$660,000	18.89%
	<b>Total Expenses</b>	<b>\$9,151,335</b>	<b>\$26,770,995</b>	<b>34.18%</b>
	Personnel Expenses	\$744,620	\$1,895,055	39.29%
	Operating Expenses	\$255,644	\$924,615	27.65%
	Purchase of Natural Gas	\$6,597,575	\$19,119,800	34.51%
Transfer to General Fund	\$1,468,675	\$3,524,825	41.67%	
Capital Expenses	\$84,821	\$1,306,700	6.49%	

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	Description	Through 11-30-14	FY 2015 Budget	% of Monthly Totals to Budget
<b>Electric Fund</b>	<b>Total Revenues</b>	<b>\$21,050,957</b>	<b>\$49,027,080</b>	<b>42.94%</b>
	Electric Sales	\$20,484,166	\$47,723,090	42.92%
	Other Revenues	\$566,791	\$1,303,990	43.47%
	<b>Total Expenses</b>	<b>\$20,500,076</b>	<b>\$49,027,080</b>	<b>41.81%</b>
	Personnel Expenses	\$916,712	\$2,193,005	41.80%
	Operating Expenses	\$524,196	\$1,349,175	38.85%
	Purchase of Electricity	\$17,567,365	\$42,022,965	41.80%
	Capital Expenses	\$291,538	\$581,295	50.15%
	Transfer to General Fund	\$1,200,265	\$2,880,640	41.67%
<b>Stormwater Fund</b>	<b>Total Revenues</b>	<b>\$549,120</b>	<b>\$1,645,065</b>	<b>33.38%</b>
	Stormwater Revenues	\$543,044	\$1,310,500	41.44%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$6,076	\$12,565	48.36%
	Proceeds from Capital Leases	\$0	\$122,000	0.00%
	Prior Year Carryover	\$0	\$200,000	0.00%
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$537,714</b>	<b>\$1,645,065</b>	<b>32.69%</b>
	Personnel Expenses	\$233,978	\$651,235	35.93%
Operating Expenses	\$239,363	\$541,830	44.18%	
Capital Expenses	\$64,373	\$452,000	14.24%	
<b>Solid Waste Fund</b>	<b>Total Revenues</b>	<b>\$908,395</b>	<b>\$2,448,375</b>	<b>37.10%</b>
	Refuse Collections Revenues	\$882,304	\$2,158,175	40.88%
	Other Revenues	\$26,091	\$50,200	51.97%
	Proceeds From Capital Leases	\$0	\$240,000	0.00%
	<b>Total Expenses</b>	<b>\$785,644</b>	<b>\$2,448,375</b>	<b>32.09%</b>
	Personnel Expenses	\$424,631	\$1,088,660	39.00%
	Operating Expenses	\$361,013	\$1,119,715	32.24%
	Capital Expenses	\$0	\$240,000	0.00%
	<b>Fiber Optics Fund</b>	<b>Total Revenues</b>	<b>\$766,695</b>	<b>\$1,839,960</b>
Fiber Optics Revenues		\$675,770	\$1,730,215	39.06%
GIS Revenues		\$43,950	\$104,000	42.26%
Other Revenues		\$46,975	\$5,745	817.67%
<b>Total Expenses</b>		<b>\$679,330</b>	<b>\$1,839,960</b>	<b>36.92%</b>
Personnel Expenses		\$266,560	\$636,970	41.85%
Operating Expenses		\$275,675	\$748,640	36.82%
MEAG Telecom Statewide Pymt		\$95,140	\$228,335	0.00%
Debt Payment to Electric Dept			\$83,015	0.00%
Capital Expenses	\$41,955	\$143,000	29.34%	

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6 # uajl

Cash Position	6/30/14	7/31/14	8/31/14	9/30/14	10/31/14	11/31/14	12/31/14
Total Unrestricted Cash Balance	\$9,169,895.21	\$6,963,150.96	\$7,977,227.52	\$9,858,073.71	\$9,914,677.66	\$9,278,433.34	
Total Restricted Cash Balance	\$58,246,278.70	\$56,814,690.09	\$57,701,601.77	\$54,856,911.47	\$55,388,172.78	\$55,932,023.54	
Cash Position		1/31/15	2/28/15	3/31/15	4/30/15	5/31/15	6/30/15
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of November 2014:  
 The unrestricted cash decreased as a result of of a combination of the gas fund purchasing gas for storage along with the general fund's increase as tax collections continued.  
 The restricted cash increased due to increased revenue in the Federal DEA Fund along with the increase in the pension plan assets due to the market increasing.