



City of Cartersville

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 1:00
AM – 10/16/2014
Work Session – 6:00 P.M.

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. October 2, 2014 (Pages 1-20)

[Attachments](#)

B. Second Reading of Ordinances

1. Amendment to Budget Ordinance for Fiscal Year 2013-14 (Pages 21-23)

[Attachments](#)

2. Amendment to Capacity Fees Ordinance (Pages 24-26)

[Attachments](#)

C. Change Order

1. Final Change Order – Tennessee Street 12” Water Main (Pages 27-30)

[Attachments](#)

2. Douthit Ferry Road Widening Project (Pages 31-40)

[Attachments](#)

D. Contracts/Agreements

1. Traffic Signal Documents for Main Street at Kohl's Driveway (Pages 41-43)

[Attachments](#)

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2. Crime View Dashboard - Annual Subscription (Pages 44-45)

[Attachments](#)

3. Development Agreement – Ledbetter Properties (Pages 46-49)

[Attachments](#)

E. Bid Award/Purchases

1. Switzer Engineering – Kroger Line Relocation (Pages 50-61)

[Attachments](#)

2. Senior Aquatic Center ADA Aquatic Lift (Pages 62-65)

[Attachments](#)

3. Erwin Chase Culvert Replacement Project (Pages 66-69)

[Attachments](#)

4. Purchase of Chevrolet Impalas & Malibu (Page 70)

[Attachments](#)

F. Monthly Financial Statement

1. August 2014 (Pages 71-75)

[Attachments](#)

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



City of Cartersville

City Council Meeting
10/16/2014 1:00:00 AM
October 2, 2014

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

City Council Meeting
10 N. Public Square
October 2, 2014
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 Etowah Valley Young Marines Emma Hartley and Kora Chattin

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

II. Regular Agenda

A. Council Meeting Minutes

1. September 18, 2014

A motion to approve the September 18, 2014 City Council Meeting Minutes with addendum as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

B. Proclamations

1. Red Ribbon Week

Mayor Santini stated that this proclamation is to recognize the National Red Ribbon Week October 23-31, 2014 and presented the proclamation to Sgt. Emma Hartley and Pvt. Kora Chattin of the Etowah Valley Young Marines.

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

1. File AZ14-04: Annexation and zoning application by Anthony Linley (City annexation initiative) for property located at 119 Dogwood Drive (approximately 0.5 acres) from Bartow County jurisdiction to R-20 (Single Family Residential).

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested

that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated this property is a “donut hole” and is eligible for the City annexation initiative. All legal advertising and notification have been completed. Mr. Mannino stated that the county officials have no objections to the request, there have been no corrections or deletions since the first reading. Planning Commission recommends approval.

Mayor Santini opened the floor for a public hearing for the annexation and zoning. There being no comments the public hearings were closed

A motion to approve the annex Ordinance No. 30-14 was made by Council Member Hodge and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

A motion to approve the zoning Ordinance No. 31-14 was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 30-14

Petition No. AZ 14-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Anthony Linley . Property is located 119 Dogwood Drive. Said property contains 0.5 acres located in the 4th District, 3rd Section, Land Lot(s) 115 as shown on the attached plat Exhibit “A”. Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of September 2014.

ADOPTED this the 2nd day of October 2014. Second Reading.

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

ATTEST:

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

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 31-14
Petition No. AZ 14-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Anthony Linley. Property is located 119 Dogwood Drive. Said property contains 0.5 acres located in the 4th District, 3rd Section, Land Lot(s) 115 as shown on the attached plat Exhibit "A". Property is hereby rezoned from Bartow County R-1 (Single Family Residential) to R-20 (Single Family Residential). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of September 2014.

ADOPTED this the 2nd day of October 2014. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. File AZ 14-05: Annexation and zoning application by B.I.G. USA Inc (Burr & Forman rep.) for property on the south side of Cass-White Road, east of the intersection with Old Grassdale Road (approximately 50 acres) from Bartow County jurisdiction to H-I (Heavy industrial) and Business Park Overlay District.

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated this property is part of a larger B.I.G. development and this parcel would be going the existing H-I/Overlay District zoned property. Mr. Mannino stated that the county officials have no objections to the request, there have been no corrections or deletions since the first reading.

Planning Commission recommends approval.

Mayor Santini opened the floor for a public hearing for the annexation and zoning. There being no comments the public hearings were closed

A motion to approve the annex Ordinance No. 32-14 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

A motion to approve the zoning Ordinance No. 33-14 was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 32-14
Petition No. AZ14-05

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Anheuser Busch LLC and Jack Nally . Property is located on the south side of Cass-White Road, east of Old Grassdale Road. Said property contains approximately 50 acres located in the 5th District, 3rd Section, Land Lot(s) 227 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of September 2014.

ADOPTED this the 2nd day of October 2014. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance
of the

City of Cartersville, Georgia

Ordinance No. 33-14

Petition No. AZ14-05

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Anheuser Busch LLC and Jack Nally. Property is located on the south side of Cass-White Road, east of Old Grassdale Road. Said property contains approximately 50 acres located in the 5th District, 3rd Section, Land Lot(s) 227as shown on the attached plat Exhibit "A". Property is hereby rezoned from Bartow County Business Park to H-I (Heavy Industrial) and Business Park Overlay District. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of September 2014.

ADOPTED this the 2nd day of October 2014. Second Reading.

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

ATTEST:

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

3. File ZMA 14-05: Zoning Map amendment by City of Cartersville to revise the Business Park Overlay District map.

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that the changes in the zoning map would correspond to the annexation and zoning application by B.I.G. USA Inc. Mr. Mannino stated that the county officials have no objections to the request, there have been no corrections or deletions since the first reading. Planning Commission recommends approval.

Mayor Santini opened the floor for a public hearing. There being no comments the public hearing was closed.

A motion to approve the Zoning Map Amendment for the Business Park Overlay District was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

D. First Reading of Ordinances

1. Amendment to Budget Ordinance for Fiscal Year 2013-14

Tom Rhinehart, Finance Director stated that after completion of the Fiscal Year 2013-14 close, the general fund and special revenue fund budgets need to be amended. By amending these budgets, the city general fund and special revenue funds will be in compliance with Generally Accepted Accounting Principles. Mr. Rhinehart stated that the adjustments reflect the necessary changes needed to bring the budgets back to a zero based level for the fiscal year and recommended approval.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2013 - 2014 budget.

2013 - 2014 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$39,182,570	
Expenditures:		
Legislative		\$19,029,440
Administration		\$ 876,415
Finance Dept.		\$ 1,094,715
Customer Service Dept.		\$ 651,755
Police		\$ 5,082,120
Fire		\$ 5,978,130
Municipal Court		\$ 233,985
Public Works		\$ 2,341,630
Recreation		\$ 3,029,585
Planning & Development		\$ 722,455
Downtown Development Authority		\$ 142,340

Special Revenue Funds

SPLOST – 2003	\$ 612,920	\$ 612,920
SPLOST – 2007	\$ 2,702,390	\$ 2,702,390
SPLOST – 2014	\$ 1,576,465	\$ 1,576,465
DEA	\$ 262,900	\$ 262,900
State Forfeiture	\$ 3,000	\$ 3,000
CDBG Supplemental Dis Rec	\$ 24,510	\$ 24,510
Hotel/Motel Tax	\$ 521,660	\$ 521,660
Motor Vehicle Rental Tax	\$ 59,700	\$ 59,700
Grant Funds	\$ 42,415	\$ 42,415
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 27,830	\$ 27,830
Development Fees	\$ 5,000	\$ 5,000
Cartersville Building Auth	\$ 1,837,800	\$ 1,837,800

Enterprise Funds

Fiber Optics	\$ 1,665,775	\$ 1,665,775
Electric	\$46,939,100	\$46,939,100
Gas	\$25,438,015	\$25,438,015
Solid Waste	\$ 2,219,575	\$ 2,219,575
Stormwater	\$ 1,402,065	\$ 1,402,065
Water & Sewer	\$20,443,865	\$15,588,035
Water Pollution Control Plant		\$ 2,024,365
Water Treatment Plant		\$ 2,831,465

Internal Service Fund

Garage	\$ 1,486,155	\$ 1,486,155
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BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 2nd day of October 2014.

ADOPTED this day of October 2014. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. Amendment to Capacity Fees Ordinance

Bob Jones, Water and Sewer Superintendent stated that this proposed amendment clarifies the existing ordinance by listing in greater detail how water and sewer capacity fees are calculated for multiple unit services. The amendment corresponds to the way capacity fees have been calculated by Water Department policy and Mr. Jones recommended approval.

NO ACTION REQUIRED

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24, Utilities, Article IV, Water Service 24-64, Water and Sewage Utility Rates (d) Other Provisions** is hereby amended by deleting Section 24-64 (d) Other Provisions in its entirety and replacing it with the following:

I. OTHER PROVISIONS

1. Apartments and hotels per unit calculations.

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

All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit (W' water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (W' water meter equivalent):

- (a) Restaurant;
- (b) Lounge;
- (c) Car wash;
- (d) Lobby;
- (e) Full kitchen (not part of restaurant).
- (f) Linen Laundry
- (g) Guest Laundry
- (h) Swimming Pool

2. Assisted Living Facility, Nursing Home and Hospital per unit calculations:

All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit (W' water meter equivalent) for capacity fees.

All patient rooms without refrigerator and stove are to be calculated as one-half unit (W' water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (W' water meter equivalent):

- (a) Restaurant
- (b) Lounge;
- (c) Car wash;
- (d) Lobby/Waiting Room;
- (e) Full kitchen (not part of restaurant).
- (f) Linen Laundry
- (g) Guest Laundry
- (h) Swimming Pool

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 2nd day of October 2014.
ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

E. Change Order

1. Final Change Order – Etowah Drive 12” Water Main

Bob Jones, Water and Sewer Superintendent stated that this is the final change order for

the Etowah Drive 12" Water Main. This final change order for \$49,031.88 is the result of additional work outside the original project scope required to complete the project bringing the total project cost to \$1,365,458.52. Mr. Jones recommended approval.

A motion to approve the final change order for Etowah Drive was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

F. Resolutions

1. Approval of Resolutions and Agreement Related to the East Main Street TAD #1 Redevelopment Plan

David Archer, City Attorney stated that the following items require approval by the Mayor and City Council if they wish to adopt the proposed East Main Street Redevelopment Plan and TAD #1.

1. Resolution adopting the East Main Street TAD #1 Redevelopment Plan, declaring it a blighted area, and approving a tax allocation district.
2. Official Intent Resolution regarding the East Main Street Tax Allocation District.
3. A Financial Advisor Agreement with Raymond James & Associates, Inc. regarding the East Main Street TAD #1 Redevelopment Project.

Mr. Archer stated that staff recommends approval.

A motion to approve the Resolution No. 19-14 and Resolution No. 20-14 and the proposed agreement was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0 with Council Member Pruitt abstaining.

Resolution No. 19-14

WHEREAS, the City of Cartersville has prepared an Urban Redevelopment Plan entitled "EAST MAIN STREET TAD #1 URBAN REDEVELOPMENT PLAN" adopted under O.C.G.A. § 36-61-1 et seq. to rehabilitate, conserve, or redevelop a defined geographical area; and,

WHEREAS, the Urban Redevelopment Act can be used alone or in combination with many of Georgia's other legislative redevelopment tools to support local comprehensive planning, revitalize faltering commercial corridors, recruit and nurture small businesses, generate new adaptive reuses for old mining and landfill property; and

WHEREAS, the Mayor and City Council as the redevelopment agency for the City of Cartersville has determined that the below described area constitutes a slum area pursuant to O.C.G.A. § 36-1 7(a) and O.C.G.A. § 36-61-2 (18) by the existence of a previous landfill developments impaired by environmental hazards, deterioration of the

site, and a combination of other factors substantially impair the sound growth of the City by having an undevelopable area which is detrimental to the public's health, safety, and welfare; and,

WHEREAS, the City of Cartersville has identified a defined geographic boundary that constitutes the Urban Redevelopment Plan Area. The area can be described as all that property lying and being within the City of Cartersville within the area bounded as follows:

OVERALL

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOTS 387, 388, 405, & 406, OF THE 4TH DISTRICT, 3RD SECTION, IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF GEORGIA HIGHWAY 113 – A.K.A. EAST MAIN STREET (150' RIGHT-OF-WAY) AND THE WEST LINE OF LAND LOT 387, SAID DISTRICT AND SECTION; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF GEORGIA HIGHWAY 113 – A.K.A. EAST MAIN STREET (150' RIGHT-OF-WAY) IN A NORTHEASTERLY DIRECTION A DISTANCE OF 78.45 FEET TO AN IRON PIN (#4 REBAR) AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF GEORGIA HIGHWAY 113 IN A NORTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1834.91 FEET, HAVING A CHORD BEARING OF N 59°59'15" E, A CHORD DISTANCE OF 93.22, AND AN ARC LENGTH OF 93.23 TO A POINT; THENCE WITH A BEARING OF S 28°33'24" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE WITH A BEARING OF N 62°56'36" E A DISTANCE OF 94.75 FEET TO A POINT; THENCE WITH A BEARING OF N 25°33'24" W A DISTANCE OF 25.00 FEET TO A POINT; THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1835.09 FEET, HAVING A CHORD BEARING OF N 71°33'56" E, A CHORD DISTANCE OF 455.01, AND AN ARC LENGTH OF 456.18 TO A POINT; THENCE WITH A BEARING OF N 80°04'32" E A DISTANCE OF 428.36 FEET TO A POINT; THENCE WITH A BEARING OF S 09°55'28" E A DISTANCE OF 35.00 FEET TO A POINT; THENCE WITH A BEARING OF N 80°04'32" E A DISTANCE OF 100.00 FEET TO A POINT; THENCE WITH A BEARING OF N 09°55'28" W A DISTANCE OF 35.00 FEET TO A POINT; THENCE WITH A BEARING OF N 80°04'32" E A DISTANCE OF 811.01 FEET TO A POINT; THENCE WITH A BEARING OF S 09°55'28" E A DISTANCE OF 10.00 FEET TO A POINT; THENCE WITH A BEARING OF N 80°05'28" E A DISTANCE OF 15.42 FEET TO A POINT; THENCE WITH A BEARING OF N 80°05'28" E A DISTANCE OF 14.58 FEET TO A POINT; THENCE WITH A BEARING OF N 09°55'28" W A DISTANCE OF 10.00 FEET TO A POINT;

TENCE WITH A BEARING OF N 80°04'32" E A DISTANCE OF 168.49 FEET TO A POINT; TENCE LEAVING THE SOUTH RIGHT-OF-WAY OF GEORGIA HIGHWAY 113 WITH A BEARING OF S 10°04'22" E A DISTANCE OF 460.55 FEET TO A POINT; TENCE WITH A BEARING OF S 79°55'38" W A DISTANCE OF 184.98 FEET TO A POINT; TENCE WITH A BEARING OF S 09°50'02" E A DISTANCE OF 632.00 FEET TO A POINT; TENCE WITH A BEARING OF S 09°50'02" E A DISTANCE OF 164.01 FEET TO A POINT; TENCE WITH A BEARING OF S 79°55'38" W A DISTANCE OF 983.91 FEET TO A POINT ON THE WEST LINE OF LAND LOT 405 AND THE EAST LINE OF LAND LOT 406; TENCE WITH A BEARING OF S 79°55'38" W A DISTANCE OF 594.90 FEET TO A POINT; TENCE WITH A BEARING OF N 29°30'48" W A DISTANCE OF 1203.13 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF GEORGIA HIGHWAY 113 AND THE TRUE POINT OF BEGINNING.

A map is attached hereto as Exhibit "A: and incorporated herein by reference. WHEREAS, conditions within this delineated area suffer from slum and blighting influences under local standards, and is detrimental to the public health, safety, and welfare, the property's deterioration is negatively affecting the community and the residents of the City;

WHEREAS, the Mayor and City Council has caused a public hearing to be held on September 18, 2014; and,

WHEREAS, the City desires to work with public and private sector partners to ensure that the desired redevelopment is achieved; and,

WHEREAS, the city hereby identifies the influences on the above described geographic areas designated herein and intends to work diligently to foster conditions conducive to redevelopment within those areas;

WHEREAS, the Mayor and City Council find it necessary to exercise powers of urban redevelopment pursuant to the provisions of O.C.G.A. § 36-61-1 et seq.; and,

WHEREAS, the Mayor and City Council have caused to be prepared an Urban Redevelopment Plan for those portions of the City of Cartersville described herein; and,

NOW THEREFORE the Mayor and City Council finds that one or more areas of slum and blight exist within the City and that the rehabilitation, conservation, redevelopment, or a combination thereof within such areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of Cartersville, and furthermore:

- 1. That the designated area is a slum or blighted area as defined in O.C.G.A. § 36-61-1 et. seq.**
- 2. That the Urban Redevelopment Plan for the East Main Street TAD #1:**

- (a) conforms to the Comprehensive Plan of the City of Cartersville;
 - (b) will afford maximum opportunity consistent with the sound needs of the City for the rehabilitation and/or redevelopment of the area by private enterprise.
3. That the East Main Street TAD #1 Urban Redevelopment Plan is hereby adopted by the Mayor and City Council;
 4. That the Mayor and City Council has previously designed itself as the redevelopment agency and is the entity best suited to implement the provisions of the East Main Street TAD #1 Urban Redevelopment Plan.
 5. The Mayor and City Council finds and declares that the Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the proposed Redevelopment Plan.
 6. The Mayor and City Council finds that the proposed improvements are likely to enhance the value of the property in the district.
 7. The Mayor and City Council established the Tax Allocation District Increment Base as \$1,138,531.52. The property taxes to be used for computing tax allocation increments are specified in the attached Redevelopment Plan and incorporated herein by reference.
 8. If authorized, the proceeds of such bonds will be used for any and all eligible uses including, without limitation, costs of issuance of the tax allocation bonds, capital costs of public improvements, including but not limited to streets, bridges, topography, site improvement, landfill removal, utilities, storm and sanitary sewers, parks and parking lots, professional services costs (including feeds for architectural engineering and environmental services), and such other uses deemed necessary pursuant to the provisions of the Redevelopment Plan, the Redevelopment Powers Law, and the Urban Redevelopment Law.

This Resolution shall be effective upon adoption.

ADOPTED this the 2nd day of October 2014.

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

ATTEST:

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

Resolution No. 20-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA WITH RESPECT TO PROPOSED FINANCING OF SITE WORK, INFRASTRUCTURE IMPROVEMENTS, TRAFFIC IMPROVEMENTS AND IN-LINE RETAIL BUILDINGS IN CONNECTION WITH THE EAST MAIN STREET TAX ALLOCATION DISTRICT THROUGH THE ISSUANCE OF ONE OR MORE TAX-EXEMPT DEBT FINANCINGS; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Cartersville, Georgia (the "Governing Body") has determined that it is in furtherance of public good that the City of Cartersville, Georgia, a municipal corporation of the State of Georgia (the "City"), expend money on the costs of the acquisition, construction, and installation of site work, infrastructure improvements, traffic improvements and in-line retail buildings in connection with the East Main Street Tax Allocation District (the "Project") in advance of the issuance of tax-exempt debt for such purposes; and

WHEREAS, the Project will require capital expenditures currently estimated at not to exceed \$3,000,000 and the one or more issues of tax-exempt debt to pay the costs of such Project is currently estimated not to exceed \$3,000,000 in aggregate principal amount; and

WHEREAS, the tax-exempt debt to pay the costs of such Project is to be issued by the City or by a political subdivision or other governmental entity for the benefit of the City; and

WHEREAS, the Governing Body finds it prudent to adopt this Resolution stating its intention to reimburse itself from future proceeds of tax-exempt debt for any such expenditures;

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

- (1) The Governing Body hereby indicates its official intent to reimburse expenditures heretofore or hereafter made by itself in connection with the foregoing Project (to the extent permitted by Section 1.150-2 of the Income Tax Regulations of the Internal Revenue Code of 1986, as amended) from one or more future issues of tax- exempt debt.**
- (2) The maximum principal amount of tax-exempt debt expected to be issued by the City or by a political subdivision or other governmental entity for the benefit of the City for the acquisition, construction and installation of the**

Project hereinabove described is currently estimated not to exceed \$3,000,000.

(3) The Clerk of the City is instructed to file a certified copy of this resolution with instructions that this resolution should be made available to the general public upon reasonable request therefore.

ADOPTED this 2nd day of October, 2014.

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

ATTEST:

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

G. Bid Award/Purchases

1. Aggregate/Salt Spreader and Snow Plows

Tommy Sanders, Public Works Director stated that staff had solicited bids for a 9 CY Aggregate/Salt Spreader for a Tandem Dump Truck and for two (2) 10 inch municipal snow plows. Mr. Sanders stated that this equipment will better prepare the city for inclement winter weather and recommended approval for this purchase from the low bidder O. G. Hughes and Sons in the amount of \$27,479.00.

A motion to approve the purchase from O. G. Hughes and Sons was made by Council Member Stepp and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

2. Fire Truck(s) Replacement Purchase

Scott Carter, Fire Chief stated that this is a request for two new fire trucks to replace Engines 1 & 3. Chief Carter stated that these engines are over ten (10) years old, have over 300,000 operational miles and are showing significant repair costs. Chief Carter stated that the City Fire Departments fleet consists of Pierce Fire Apparatus therefore this is a single source bid from Ten-8 Fire and Safety Equipment at a price of \$436,516.00 each for a total of \$873,032.00. Chief Carter stated that this is a budgeted item and will be funded through lease pool with delivery before June 30, 2015 and recommended approval.

A motion to approve the purchase from Ten-8 Fire and Safety Equipment was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

A motion was made to amend this motion to include a penalty clause to encourage delivery by June 30, 2015 was made by Council Member Pruitt and seconded by Council

Member Stepp. Motion carried unanimously. Vote 6-0

3. Patrol Vehicles 2014-2015

Tommy Culpepper, Police Chief stated that the police department annually replaces a number of vehicles due to wear and tear. Presently the police department is seeking approval to purchase five (5) vehicles – four (4) vehicles and equipment would be purchased from budgeted funds and one (1) vehicle and equipment from asset forfeiture funds. Chief Culpepper stated that bids were received from two vendors and recommended the best qualified bid from Robert Loehr in the amount of \$126,825. Chief Culpepper stated that he intends to recycle equipment from other vehicles that will be taken out of service to reduce the final cost and asked for approval to spend up to \$236,825.00 to include equipment for the five vehicles.

A motion to approve the purchase from Robert Loehr and the necessary equipment at an amount up to \$236,825.00 was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

4. Purchase of SMART Boards

Tommy Culpepper, Police Chief stated that the Police Department is asking for authorization to purchase two (2) SMART Boards for the Public Safety Headquarters and the firing range to allow for more effective presentations and training. Chief Culpepper stated that two bids were received and recommended approval to purchase both systems from OnePath Systems LLC at a total cost of \$17,700.00.

A motion to approve the purchase of SMART Boards from OnePath Systems LLC was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

5. Itron Metering Software Annual Maintenance and Support Contract

Don Hassebrock, Electric Department Director stated that this is the annual renewal for maintenance and support for the MV90 meter test equipment. Mr. Hassebrock stated that this is a sole source provider and recommended approval of the renewal on the contract with Itron in the amount of \$7,178.35.

A motion to approve annual contract renewal with Itron was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

6. Electric Meter Testing Contract

Don Hassebrock, Electric Department Director stated that this is a program to test the meters of the larger customers for accuracy and would cover approximately 75 meters a year. Mr. Hassebrock stated that due to the cost and complexity of the test equipment it is more economically feasible to have a contractor perform the test and recommended approval of the low bid from M & R Services at a cost not to exceed \$8,400.00.

A motion to approve the contract with M & R Services at an amount not to exceed \$8,400.00 was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

H. Other

1. American Public Gas Association Dues

Gary Riggs Gas Department Superintendent stated that this is the annual membership dues with American Public Gas Association in the amount of \$6,820.10 and recommended approval.

A motion to approve the membership dues with American Public Gas Association was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

I. Discussion

1. Chamber of Commerce Can-A-Thon

Dan Porta, Assistant City Manager stated that the Chamber of Commerce puts on an annual can-a-thon to help the local food banks and have asked to use the old Fire Station #1 bays as a location for this event. Mr. Porta stated that they anticipate needing the space November 10-12, 2014 and recommended approval.

A motion to approve the use of the old Fire Station #1 for the Can-a-Thon was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

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

J. Added Item

1. Festival Zone Proposed Date Change

Tara Currier, Downtown Development Director stated that the First Friday Event had to be postponed to October 10, 2014 due to predicted inclement weather and asked approval for the new Festival Zone Date and corresponding Resolution.

A motion to approve the date change and corresponding Resolution No. 21-14 was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

Resolution No. 21 -14

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

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for their October First Friday event, which is being postponed to Friday, October 10, and featuring kids' activities, food vendors, and a DJ in Friendship Plaza.

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

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

WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding alcoholic beverages would only be sold from 5:30-8:30 PM on Friday, October 10, and that all plans, drawings and safety as outlined in Exhibit "A" will be adhered.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the October 10 event, planned and implemented by the DDA, and approved by the Director of Planning and Development, be designated a Community Festival.

ADOPTED this the 2nd day of October 2014.

/s/ **Matt Santini**
Matt Santini
Mayor

ATTEST:

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

K. Discussion

2. Removal of Trees on Wall Street

Mayor Santini stated that some of the Downtown Merchants had expressed the need to cut down the trees in the planters along Wall Street. Business owners feel that the trees hinder their business by blocking storefronts and signs and would like to ask that the City remove the trees.

Mayor Santini opened the floor for discussion. Dan Kramer owner of It's About Time stated that the tree in front of his store completely covers his storefront and asked that a smaller tree be planted in the place of the one presently in the planter. Tara Currier and Nancy Jackson with the DDA Board came forward and discussed the Downtown Master Plan and stated that Tuesday, October 21 the DDA will meet from 9:00 a.m. to 3:00 p.m. to discuss the trees and the Downtown Master Plan.

Mayor Santini thanked everyone and stated that since this was a discussion item no action was required at this time.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Amendment to Budget Ordinance for Fiscal Year 2013-14**

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	After completion of the Fiscal Year 2013-14 close, the general fund and special revenue fund budgets need to be amended. By amending these budgets, the city general fund and special revenue funds will be in compliance with Generally Accepted Accounting Principles (GAAP). These adjustment reflect the necessary changes needed to bring the budgets back to a zero based level (revenues equal expenses) for the fiscal year. I recommend your approval of the attached ordinance amendment.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2013 - 2014 budget.

2013 - 2014 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$39,182,570	
Expenditures:		
Legislative		\$19,029,440
Administration		\$ 876,415
Finance Dept.		\$ 1,094,715
Customer Service Dept.		\$ 651,755
Police		\$ 5,082,120
Fire		\$ 5,978,130
Municipal Court		\$ 233,985
Public Works		\$ 2,341,630
Recreation		\$ 3,029,585
Planning & Development		\$ 722,455
Downtown Development Authority		\$ 142,340
<u>Special Revenue Funds</u>		
SPLOST – 2003	\$ 612,920	\$ 612,920
SPLOST – 2007	\$ 2,702,390	\$ 2,702,390
SPLOST – 2014	\$ 1,576,465	\$ 1,576,465
DEA	\$ 262,900	\$ 262,900
State Forfeiture	\$ 3,000	\$ 3,000
CDBG Supplemental Dis Rec	\$ 24,510	\$ 24,510
Hotel/Motel Tax	\$ 521,660	\$ 521,660
Motor Vehicle Rental Tax	\$ 59,700	\$ 59,700
Grant Funds	\$ 42,415	\$ 42,415
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 27,830	\$ 27,830
Development Fees	\$ 5,000	\$ 5,000
Cartersville Building Auth	\$ 1,837,800	\$ 1,837,800

Enterprise Funds

Fiber Optics	\$ 1,665,775	\$ 1,665,775
Electric	\$46,939,100	\$46,939,100
Gas	\$25,438,015	\$25,438,015
Solid Waste	\$ 2,219,575	\$ 2,219,575
Stormwater	\$ 1,402,065	\$ 1,402,065
Water & Sewer	\$20,443,865	\$15,588,035
Water Pollution Control Plant		\$ 2,024,365
Water Treatment Plant		\$ 2,831,465

Internal Service Fund

Garage	\$ 1,486,155	\$ 1,486,155
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BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 2nd day of October 2014. First Reading.

ADOPTED this day of October 2014. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Amendment to Capacity Fees Ordinance**

SubCategory:	Second Reading of Ordinances
Department Name:	
Department Summary Recommendation:	<p>This proposed amendment clarifies the existing ordinance by listing in greater detail how water and sewer capacity fees are calculated for multiple unit services (hotels, assisted living homes, etc.). The amendment corresponds to the way capacity fees have been calculated by Water Department policy.</p> <p>The Water Department recommends approval of this ordinance amendment.</p>
City Manager's Remarks:	This ordinance amendment is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24. Utilities. Article IV. Water Service 24-64. Water and Sewage Utility Rates (d) Other Provisions is hereby amended by deleting Section 24-64 (d) Other Provisions in its entirety and replacing it with the following:

I. OTHER PROVISIONS

1. **Apartments and hotels per unit calculations.**

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

All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent):

- (a) Restaurant;
- (b) Lounge;
- (c) Car wash;
- (d) Lobby;
- (e) Full kitchen (not part of restaurant).
- (f) Linen Laundry
- (g) Guest Laundry
- (h) Swimming Pool

2. **Assisted Living Facility, Nursing Home and Hospital per unit calculations:**

All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees.

All patient rooms without refrigerator and stove are to be calculated as one-half unit ($\frac{3}{4}$ " water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit ($\frac{3}{4}$ " water meter equivalent):

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

- (f) Linen Laundry
- (g) Guest Laundry
- (h) Swimming Pool

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Final Change Order – Tennessee Street 12” Water Main**

SubCategory:	Change Order
Department Name:	Water
Department Summary Recommendation:	<p>City Council approved the Tennessee Street 12 inch Water Main Replacement contract with Site Engineering, Inc. in the amount of \$2,934,230.00 on September 5, 2013. All construction work for this project has been completed. This final change order is for a reduction of \$122,392.99. Approval of this change order will bring the final contract amount to \$2,811,837.01. This savings was generated through field changes, unused quantities and working with the contractor to find efficiencies during the construction phase.</p> <p>The Water Department recommends approval of this final change order to the project. This is a bond funded project.</p>
City Manager's Remarks:	This is a savings in the overall project costs and the change order is recommended for your approval.
Financial/Budget Certification:	This is a bond funded project.
Legal:	
Associated Information:	

Project: Tennessee Street Water Main Replacement Project
 Project #: 2035-0001
 Cartersville
 Project #: 505.3320.54.3385
 Contractor: Site Engineering, Inc.
 7025 Best Friend Road, Atlanta, Georgia 30340
 Engineer: Prime Engineering
 3715 Northside Pkwy NW, Bldg. 300, Ste. 200, Atlanta, Georgia 30327

Owner: City of Cartersville
 1 North Ewin Street
 Cartersville, Georgia 30120
Submittal & Approvals:
 Site Engineering, Inc.
 Prime Engineering, Inc.

Date:

CHANGE ORDER NUMBER ONE October 1, 2014

City of Cartersville

ITEM NO.	BRIEF DESCRIPTION OF ITEMS	UNIT	QUANTITY	UNIT PRICE	ORIG. CONTRACT TOTAL	New C.O. Quantity	NEW C.O. TOTAL
Waterline Installation							
1	Furnish and install ADA ramps.	LS	60	\$ 1,200.00	\$72,000.00	47	\$56,400.00
2	Provide traffic control.	AC	1	\$ 230,000.00	\$230,000.00	1	\$230,000.00
3	Furnish and install temporary grassing.	EA	2	\$ 1,000.00	\$1,500.00	0	\$0.00
4	Furnish and install construction exit.	EA	1	\$ 800.00	\$800.00	0	\$0.00
5	Maintain construction exit.	EA	1	\$ 500.00	\$500.00	0	\$0.00
6	Construct and remove inlet sediment trap.	EA	75	\$ 200.00	\$15,000.00	69	\$13,800.00
7	Maintain inlet sediment trap.	EA	75	\$ 100.00	\$7,500.00	69	\$6,900.00
8	Perform water quality monitoring and sampling.	MO	4	\$ 500.00	\$2,000.00	4	\$2,000.00
9	Perform water quality inspections.	SY	6	\$ 500.00	\$3,000.00	6	\$3,000.00
10	Furnish and install 1 1/2" in recycled ASPH concrete 12.5 mm super pave, GP 1 or 2, incl. bitum matl. and H lime.	-	2,000	\$ 30.00	\$60,000.00	2,329	\$69,872.10
11	Bitum tack coat (no separate payment will be paid. To be paid for under other appropriate line items)	SY	-	-	-	-	-
12	Mill asphalt concrete pavement to a 1/2" in depth.	SY	100	\$ 50.00	\$5,000.00	0	\$0.00
13	Furnish and install concrete sidewalk at 4" in depth.	EA	6,000	\$ 40.00	\$240,000.00	4,397	\$175,866.00
14	Furnish and install 6" x 24" concrete gutter with raised edge.	LF	200	\$ 40.00	\$8,000.00	0	\$0.00
15	Furnish and install base or pavement widening, concrete encasements, and thrust blocks with Class B concrete.	CY	800	\$ 130.00	\$104,000.00	624	\$81,081.00
16	Furnish and install flowable fill.	CY	60	\$ 200.00	\$12,000.00	24	\$4,700.00
17	Remove wooden fence.	LF	50	\$ 20.00	\$1,000.00	0	\$0.00
18	Remove and fill existing sanitary sewer manhole.	EA	4	\$ 1,000.00	\$4,000.00	2	\$2,000.00
19	Remove 8" VC pipe.	LF	200	\$ 30.00	\$6,000.00	0	\$0.00
20	Remove 12" water main.	LF	350	\$ 30.00	\$10,500.00	0	\$0.00
21	Remove concrete sidewalk.	-	-	-	-	-	-
22	Reconstruct sanitary sewer Type 1 manhole.	EA	1	\$ 4,000.00	\$4,000.00	1	\$4,000.00
23	Furnish and install wood fence - split rail.	LF	50	\$ 80.00	\$4,000.00	0	\$0.00
24	Furnish and install traffic signal, no-loop repair.	LS	1	\$ 20,000.00	\$20,000.00	0	\$0.00
25	Furnish and install 5" thermoplastic solid white traffic stripe.	LF	600	\$ 4.00	\$2,400.00	37	\$148.00
26	Furnish and install 5" thermoplastic solid yellow traffic stripe.	LF	250	\$ 4.00	\$1,000.00	252	\$1,008.00
27	Furnish and install 12" thermoplastic solid white traffic stripe.	LF	100	\$ 6.00	\$600.00	0	\$0.00
28	Furnish and install 8" thermoplastic solid white traffic stripe.	LF	2,000	\$ 5.00	\$10,000.00	0	\$0.00
29	Furnish and install 8" dia. DI sanitary sewer pipe complete in place.	LF	200	\$ 100.00	\$20,000.00	144	\$14,400.00
30	Furnish and install sanitary sewer Type 1 manhole.	EA	4	\$ 4,000.00	\$16,000.00	2	\$8,000.00
31	Furnish and install 4" dia. DI water pipe complete in place.	LF	160	\$ 55.00	\$8,800.00	44	\$2,420.00
32	Furnish and install 6" dia. DI water pipe complete in place.	LF	140	\$ 55.00	\$7,700.00	286	\$15,730.00
33	Furnish and install 8" dia. DI water pipe complete in place.	LF	6,000	\$ 57.00	\$342,000.00	5,909	\$336,813.00
34	Furnish and install 10" dia. DI water pipe complete in place.	LF	90	\$ 62.00	\$5,580.00	95	\$5,890.00
35	Furnish and install 12" dia. DI water pipe complete in place.	LF	7,000	\$ 66.00	\$462,000.00	6,401	\$422,466.00
36	Furnish and install 2" inline plug.	EA	5	\$ 1,000.00	\$5,000.00	5	\$5,000.00
37	Furnish and install 4" inline plug.	EA	22	\$ 1,000.00	\$22,000.00	8	\$8,000.00
38	Furnish and install 6" inline plug.	EA	6	\$ 1,000.00	\$6,000.00	6	\$6,000.00
39	Furnish and install 8" inline plug.	EA	19	\$ 1,200.00	\$22,800.00	18	\$21,600.00
40	Furnish and install 10" inline plug.	EA	7	\$ 1,200.00	\$8,400.00	3	\$3,600.00
41	Furnish and install 12" inline plug.	EA	4	\$ 1,400.00	\$5,600.00	5	\$7,000.00
42	Furnish and install fire hydrant assembly for 5-foot bury to include fire hydrant, 6" dia. gate valve, valve box and all incidentals (including tee).	EA	35	\$ 3,200.00	\$112,000.00	31	\$99,200.00
43	Remove and abandon fire hydrant assembly according to detail including removal of fire hydrant and return to owner, abandon 6" dia. gate valve, and valve box.	EA	17	\$ 600.00	\$10,200.00	6	\$3,600.00
44	Furnish and install DI fittings including plugs, tees, bends, retainer glands (Mega Lugs) etc., complete in place	TON	40	\$ 6,000.00	\$240,000.00	20	\$119,280.00
45	Furnish and install valve markers and pads	EA	45	\$ 100.00	\$4,500.00	0	\$0.00
46	Furnish and install 4" dia. gate valve and valve box and cover, complete in place.	EA	2	\$ 700.00	\$1,400.00	0	\$0.00
47	Furnish and install 6" dia. gate valve and valve box and cover, complete in place, where directed by Engineer.	EA	6	\$ 900.00	\$5,400.00	5	\$4,500.00
48	Furnish and install 8" dia. gate valve and valve box and cover, complete in place, where directed by Engineer.	EA	22	\$ 1,000.00	\$22,000.00	26	\$26,000.00
49	Furnish and install 10" dia. gate valve and valve box and cover, complete in place, where directed by Engineer.	EA	4	\$ 1,500.00	\$6,000.00	2	\$3,000.00
50	Furnish and install 12" dia. gate valve and valve box and cover, complete in place, where directed by Engineer.	EA	13	\$ 2,000.00	\$26,000.00	16	\$32,000.00

Item # 4

Project: Tennessee Street Water Main Replacement Project
 Project #: 2035-0001
 Cartersville
 Project #: 505.3320.54.3385
 Contractor: Site Engineering, Inc.
 7025 Best Friend Road, Atlanta, Georgia 30340
 Engineer: Prime Engineering
 3715 Northside Pkwy NW, Bldg. 300, Ste. 200, Atlanta, Georgia 30327

Owner:
 City of Cartersville
 1 North Ewin Street
 Cartersville, Georgia 30120
Submittal & Approvals:
 Site Engineering, Inc.
 Prime Engineering, Inc.

Date:

CHANGE ORDER NUMBER ONE October 1, 2014

City of Cartersville

ITEM NO.	BRIEF DESCRIPTION OF ITEMS	UNIT	QUANTITY	UNIT PRICE	ORIG. CONTRACT TOTAL	New C.O. Quantity	NEW C.O. TOTAL
51	Furnish and install 2" service line.	LF	1,300	\$ 20.00	\$26,000.00	789	\$15,780.00
52	Furnish and install 3/4" service line.	LF	900	\$ 15.00	\$13,500.00	2,385	\$35,775.00
53	Furnish and install 16" ID steel casing and spacers, by jack and bore, complete in place.	LF	150	\$ 220.00	\$33,000.00	220	\$48,400.00
54	Furnish and install 18" ID steel casing and spacers, by jack and bore, complete in place.	LF	70	\$ 250.00	\$17,500.00	0	\$0.00
55	Furnish and install polyethylene water main encasement.	LF	13,800	\$ 2.00	\$27,600.00	12,735	\$25,470.00
56	Furnish and install 6" x 2" double strap saddle.	EA	2	\$ 1,000.00	\$2,000.00	2	\$2,000.00
57	Furnish and install 10" x 3/4" double strap saddle.	EA	2	\$ 1,000.00	\$2,000.00	6	\$6,000.00
58	Furnish and install 12" x 3/4" double strap saddle.	EA	47	\$ 1,000.00	\$47,000.00	61	\$61,000.00
59	Furnish and install 12" x 2" double strap saddle.	EA	2	\$ 1,000.00	\$2,000.00	6	\$6,000.00
60	Furnish and install 16" x 2" double strap saddle.	EA	4	\$ 1,000.00	\$4,000.00	0	\$0.00
61	Furnish and install 8" x 3/4" double strap saddle.	EA	32	\$ 1,000.00	\$32,000.00	37	\$37,000.00
62	Furnish and install 8" x 2" double strap saddle.	EA	6	\$ 1,000.00	\$6,000.00	6	\$6,000.00
63	Replace existing water meter.	EA	90	\$ 200.00	\$18,000.00	1	\$200.00
64	Remove existing water valve, including the box.	EA	25	\$ 200.00	\$5,000.00	30	\$6,000.00
63	Furnish and install permanent grassing.	AC	2	\$ 3,000.00	\$4,500.00	0	\$39.00
64	Furnish and install sod.	SY	4,840	\$ 10.00	\$48,400.00	2,744	\$27,440.00
65	Furnish and install Type 1 tree protection barrier.	LF	2,000	\$ 2.00	\$4,000.00	742	\$1,484.00
66	Clean, Test and Disinfect Pipe	LF	13,800	\$ 2.00	\$27,600.00	12,735	\$25,470.00
67	Furnish and install 4" x 4" tapping sleeve and valve, valve box with cover complete in place.	EA	1	\$ 1,800.00	\$1,800.00	0	\$0.00
68	Furnish and install 8" x 8" tapping sleeve and valve, valve box with cover complete in place.	EA	1	\$ 2,500.00	\$2,500.00	0	\$0.00
69	Furnish and install 10" x 8" tapping sleeve and valve, valve box with cover complete in place.	EA	1	\$ 3,200.00	\$3,200.00	1	\$3,200.00
70	Furnish and install 16" x 6" tapping sleeve and valve, valve box with cover complete in place.	EA	1	\$ 6,500.00	\$6,500.00	0	\$0.00
71	Furnish and install 16" x 8" tapping sleeve and valve, valve box with cover complete in place.	EA	1	\$ 7,000.00	\$7,000.00	1	\$7,000.00
72	Furnish and install 16" x 12" tapping sleeve and valve, valve box with cover complete in place.	EA	1	\$ 8,500.00	\$8,500.00	1	\$8,500.00
73	Furnish and install 36" x 12" tapping sleeve and valve, valve box with cover complete in place.	EA	1	\$ 12,000.00	\$12,000.00	1	\$12,000.00
74	Furnish, install, and maintain Type C Silt Fence where directed by Engineer	LF	8,600	\$ 3.00	\$25,800.00	578	\$1,734.00
75	Remove and Replace Header Curb	LF	3,100	\$ 35.00	\$108,500.00	3,762	\$131,652.50
76	Furnish and install 1" service line	LF	200	\$ 17.00	\$3,400.00	568	\$9,656.00
77	Furnish and install 1 1/2" service line	LF	200	\$ 20.00	\$4,000.00	0	\$0.00
78	Remove and replace 3/4" meter service connections including corporation, meter box as shown on details. Set meter box where directed by Engineer.	EA	90	\$ 200.00	\$18,000.00	96	\$19,200.00
79	Remove and replace 1" meter service connections including corporation, meter box as shown on details. Set meter box where directed by Engineer.	EA	3	\$ 250.00	\$750.00	9	\$2,250.00
80	Remove and replace 1 1/2" meter service connections including corporation, meter box as shown on details. Set meter box where directed by Engineer.	EA	5	\$ 400.00	\$2,000.00	0	\$0.00
81	Remove and replace 2" meter service connections including corporation, meter box as shown on details. Set meter box where directed by Engineer.	EA	2	\$ 500.00	\$1,000.00	6	\$3,000.00
82	Mobilization	LS	1	\$ 25,000.00	\$25,000.00	1	\$25,000.00
83	Owners Allowance	LS	1	\$ 200,000.00	\$200,000.00	0	\$0.00
ORIGINAL CONTRACT SUBTOTAL					\$2,934,230.00		\$2,322,524.60
ADD SERVICE: Sanitary Sewer Installation MLK							
1	Remove 8" VC pipe.	LF	241	\$30.00	\$7,230.00	241	\$7,230.00
2	Reconstruction sanitary sewer Type 1 manhole	EA	1	\$4,000.00	\$4,000.00	1	\$4,000.00
3	Furnish and install 8" dia. DI sanitary sewer pipe complete in place	LF	241	\$100.00	\$24,100.00	241	\$24,100.00
4	8" SDR 26 PVC install in lieu of DIP	LF	241	-\$5.47	-\$1,318.27	241	-\$1,318.27
5	Furnish and install sanitary sewer Type 1 manhole.	EA	1	\$4,000.00	\$4,000.00	1	\$4,000.00
6	Remove and Replace existing soils with GAB	CY	252.7	\$60.00	\$15,162.00	252.7	\$15,162.00
7	6" Sewer Lateral	LF	6	\$85.00	\$510.00	6	\$510.00
Sub-Total					\$53,683.73		\$53,683.73
ALLOWANCE ITEMS							
8	Furnish and install concrete driveway at 6" depth	SY	1989.9	\$60.00	\$119,394.00	1989.9	\$119,394.00

Item # 4



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Douthit Ferry Road Widening Project**

SubCategory:	Change Order
Department Name:	Administration
Department Summary Recommendation:	<p>City staff has been working with our engineering consultant, Southland Engineering on the Douthit Ferry Road Widening Project. Southland Engineering was hired by the city to design the road and has worked with GDOT and Edwards-Pittman, the environmental sub-consultant regarding environmental discoveries. The original approved contract for Southland Engineering was \$856,786 and is being paid from 2003 SPLOST funds.</p> <p>On August 13, 2014 there was a conference call with Southland Engineering, Edwards-Pittman, GDOT, city staff and various Indian tribal representatives regarding the widening of Douthit Ferry Road. At this meeting seven options for the road project were discussed which were as follows:</p> <ol style="list-style-type: none">1. East Alternative with Wall – Current Design2. East Alternative with Normal Shoulder, 4:1 Slopes3. East Alternative with Fill Shoulder, 10:1 Slopes4. Bridge Span5. West Alternative6. West Alternative with Design Variance7. No Build <p>After giving everyone time to review the meeting minutes from the August 2014 meeting and discuss options, a follow up meeting with GDOT, Southland Engineering, Edwards-Pittman Environmental, Federal Highway Administration and city staff was held on September 23, 2014. From this meeting, the West Alternative with Design Variance was selected as the proposed route. Based on this proposed route, Southland Engineering has provided the city with a Change Order to this project as follows (charges are detailed in the attached document from Southland Engineering):</p> <p>Items Under Part A \$52,306 Items Under Part B <u>\$30,860</u> Total Change Order to Date \$83,166 (9.7% of the original contract amount)</p>

Cover Memo

	<p>Note that the items under Part A of the change order were changes beyond the original scope of the project that were due to policy changes or directives from project managers and this work has been completed. Items under Part B are proposed costs for the additional work that is required to modify the plans based on the September 23, 2014 meeting.</p> <p>Funding is available in the 2003 SPLOST for this change order. Items under Part A of the change order are recommended for your approval and items under Part B will be discussed at the meeting.</p>
<p>City Manager's Remarks:</p>	<p>The engineer has been working on this Project for a couple of years with the intent to keep the project moving forward until funding becomes available for right-of-way costs that is to be paid by the city. City staff will provide an update on the status of the project and the cost associated with the change order.</p>
<p>Financial/Budget Certification:</p>	
<p>Legal:</p>	
<p>Associated Information:</p>	



PROPOSAL # 10-15-3

September 29, 2014
 Dan Porta
 Assistant City Manager
 City of Cartersville
dporta@cityofcartersville.org

RE: Change Order to Douthit Ferry Road Project

Dear Mr. Porta

We thank you for taking the time to discuss the Douthit Ferry Road widening project with Southland Engineering. As you are aware the project is a 5 year design and 2 year construction, in which we are in year 4 of the design. Due to code changes and environmental discoveries the project schedule has been increased to a 6 year design schedule

The project is designed by the City and managed by GDOT, thus policies, directives and scheduling come directly from GDOT. We have encountered, over the course of design, some policy changes and directives that have created a change in scope from our original estimate in 2010.

During the elapsed time the changes beyond the original scope and our control were due to either policy changes, or directives from project managers. **Part A below is a compiled list of changes, descriptions and hours involved performing additional work that has been completed. Part B is a proposed change order for work that will be required to modify the plans per the latest environmental finding on 9/23/2014 which will alter the alignment.** Part C is the proposed change order fee for the additional services listed in Part A and Part B. Part D is a non-official mile stone schedule. The official schedule is being revised by GDOT and will be issued to Southland for review and proposed to the City for acknowledgement.

A. Project Change of Scope that are complete

Items

1. **Design on West Side** – GDOT's project manager directed Southland to proceed with a western alignment at the Etowah River Bridge prior to a determination from the Indian Tribes as to their accepted alignment. This alignment was not used and was redesigned to the east after an agreement was reached with Indian Tribes. In lieu of the design change a savings will be experienced in right of way cost.

132 Hours



PROPOSAL # 10-15-3

2. **Roundabout** - GDOT policies require a roundabout be analyzed at every intersection and utilized where determined to be safe and feasible. The requirements of a roundabout design were changed significantly from the onset of the project, and would be considered a policy change that increased the time involved in design.

GDOT Analysis runs – 62 hours

Feasibility Study – 43 hours

Coordination with GDOT – 16 hours

Public Meeting at Middle School – Request of the City - 36 hours

Checklists – Coordination with PEER Reviewer – 6 hours

Design of Roundabout and changes from Reviews - 85

248 Hours

3. **Life Cycle Cost Analysis and Pavement Type Selection Report(LCCA)**

Due to a policy change Southland was directed to perform a pavement cost analysis and a Pavement Selection report. We were the first consultant to provide this on a project.

156 Hours

4. **Concept Report** - GDOT policy on Concept Reports was revised three times during the preparation of the concept. GDOT required Southland to comply with two of the three policy changes. The changes include – more detailed plans – additional cost comparisons, detailed typical sections, and a detailed design on new MS-4 requirements. The MS-4 design was required because the City will or is now considered an MS-4.

320 Hours

5. **The Complete Streets Concept** – A new policy was adopted by GDOT an added to design time the new policy included placement of sidewalks on each side of road, and bike lanes.

20 Hours

6. **Stream Buffer and Wetland Variances** – It was discovered during the environmental process Wetland and Stream Buffer permitting and variances would be required. This was not proposed in the original scope because it was not possible to determine if these items would be required. Edwards Pitman is



PROPOSAL # 10-15-3

the Environmental Sub-Consultant and they have proposed a fee for the additional services and listed in Part B.

7. **Bridge Re Design by Haines Gipson** – GDOT directive during concept was to proceed with a western alignment over the Etowah River showing one new bridge and widening the existing bridge. Typically the Concept is a narrative based with conceptual lengths and widths and preliminary stated cost estimates, for this concept the bridge consultant was required to provide a more comprehensive package including plan, profile, desk sections, abutment elevations and detailed cost. After negotiations with the tribes the alignment was changed to the east side of the existing bridge and a new design was required. Haines Gipson and Associates is the Sub-consultant performing the bridge design and has proposed a fee for the additional work as listed in Part B.

B. Project Change of Scope that will need to be completed

1. **Design on West Side Southland Engineering Scope** – GDOT has changed the alignment as of 9/23/2014 due to Indian Tribal request. This change will require an update to the design plans as well as an update to the environmental study. The description of work that is required by Southland Engineering is as follows
 - Moving to West Alignment from East Alignment. GDOT told us to proceed with the East Alignment and now based on Tribal consultation want us to switch to the West Alignment that will avoid the mound and midden entirely.
 - We need to verify that the tapers and shifts on Douthit Ferry Road meet the speed design and may require some additional design work to improve it.
 - This design uses an 8' median and we will need to request a new Design Variance from GDOT
 - Redesign the alignments for Park Court and Riverside Court to minimize property damages with this option. This will include alignment, profile, and cross-section redesign of both roads.
 - Redesign the intersection at Old Alabama Road. This includes the tie-in with Douthit Ferry Road and will include additional alignment, profile and cross-section design of Cartergrove Blvd.
 - Relocation of the trail in the City park. This will require changes to the cross-sections on Douthit Ferry Road and may require some additional drainage design in the area.
 - Update drainage design of the storm drain pipe systems for the West Alignment
 - Coordination with Edwards-Pitman for the updated design and how it affects both the mound site and the City park.
 - New R/W estimate is needed for the entire project



PROPOSAL # 10-15-3

2. **Revised Environmental Edwards Pitman Additional Scope** – In addition to Southland Engineering design revisions federally funded projects require extensive environmental work. The environmental additional scope of work is as listed below: **Please see Note below.**
- *Ecology/Aquatics – report approved August 2013. New field work would be required to evaluate the new project limits and an Ecology Addendum would be required to update any findings. In addition, an updated aquatic survey would be required due to the time elapsed since the original field work (June 2012). An updated aquatic survey report would be prepared and submitted as part of the Ecology Addendum.*
 - *Archaeology – report approved March 2014. An addendum to the Phase I Archaeology survey report would be required. Additional field work would be necessary to evaluate the new limits.*
 - *Air/Noise – the project changes are not expected to require additional modeling for air and noise impacts. It is expected that a memo documenting the project changes would be sufficient. Therefore, a memo would be prepared for air and noise to update the description.*
 - *History – a draft Assessment of Effects report was submitted to GDOT for review. This report documented the effects of the project on the mound. Since the project would no longer impact the mound and 4(f) would not apply, a revised AOE would be required. No additional field work would be required.*
 - *Remaining items would be covered under the existing scope of services. These items include: PHOH attendance and comment responses, preparation of the EA/FONSI, and participation in PFPR.*

Note: At this point we are unable to provide a scope and fee for the additional archaeology services because Pam Baughman with GDOT Archaeology has requested that we wait until the plans for the new limits are complete.

C. Change Order Request Fee's

Southland is proposing a change order fee adjustment to cover the additional scope of work required by directives and policy changes in Part A that has been completed and for the revision due to Environmental findings on 9/23/14 . Our proposal is to provide the City with the lowest cost possible without incurring a loss on the project. This would be to cover the employees direct cost in hours incurred and hard cost from the sub-consultants. This fee will not be bill at once, but spread out over the completion of the project design, in an effort help procure additional expense.

Items Under Part A

Southland Engineering Change Order Fee.....	\$32,806
Edwards Pitman Environmental Item A Fees	\$7,500



PROPOSAL # 10-15-3

Haines Gipson and Associates Change Order Fee..... **\$12,000**
Fee Total \$52,306

Items Under Part B

Southland Engineering Change Order Fee..... **\$13,500**
 Edwards Pitman Environmental Add Service Fees **\$17,360**
Fee Total \$30,860

D. Schedule for Design

A revised schedule will be issued from GDOT however one is not completed at this time. The Expected schedule is as follows:

- Draft Environmental Assessment (EA) – October 2015
- Preliminary Field Plan Review – PFPR – After draft EA is approved - October 2015
- Final EA approved – Based on Edwards Pitman(Sub Consultant) final EA – Expected summer (July/August) 2016
- ROW plans submittal – summer (July/ August 2016)
- ROW plans approved and ROW Activities can begin – September/October 2016
- Expect it to take 20 to 24 months to purchase ROW.
- Final Field Plan Review – FFPR – September 2016
- Let Date - June 2018

E. Proposal Acceptance

We are pleased to be working with the City on this project and look forward to a long continued relationship in providing excellent service for your engineering and planning needs.

Please review our proposal for the Change Order and if there are any questions don't hesitate to contact me

Sincerely,

Karl Lutjens, P.E.

Accepted by: _____ Printed Name

Signature _____ Date



PROPOSAL # 10-15-3

Hourly Billing Rates

Engineering Services

Principal	\$ 125.00 / hr
Senior Engineer / Project Manager / Structural (5-6)	\$ 95.00 / hr
Staff Engineer (3-4)	\$ 75.00 / hr
Engineering Technician (1-2)	\$ 60.00 / hr
CADD Tech	\$ 45.00/hr
Landscape Architect	\$ 65.00/ hr
Construction Manager	\$ 65.00/ hr
Construction Inspector	\$ 45.00/hr
Administrative	\$ 25.00/ hr

Surveying Services

Registered Land Surveyor	\$ 60.00 / hr
Survey Technician	\$ 45.00 / hr
2-Man Crew	\$ 115.00 / hr
3-Man Crew	\$ 125.00 / hr

Item # 5

West Alternative with Design Variance

Considerations:

- Avoids County Sub Station and driveway
- Would cause 1 additional displacement; could potentially impact 2 more properties
- Will need to redesign the intersection at Old Alabama Road, including new signal and additional work on Cartergrove Blvd and Old Alabama Road. Possible disturbance of large retaining wall near the intersection.
- May need to rebuild portions of the trail in the park; the park is also a 4(f) property as a public recreation area
- Design Variance must be approved for 8' median along site area
- Avoids 9BR7 mound by approximately 25' (feet); likely to avoid midden area, any effect likely to be Not Adverse
- With No Adverse effects, mitigation would not be pursued.

SPLOST 2003
Estimated Funds Remaining as of October 10, 2014

Bank Balances

BB&T Checkbook Balance - balance as of 9/30/14	102,467.81	
US Bank Investment Account - balance as of 8/31/14	712,009.07	

2003 SPLOST Funds Available**814,476.88****Expenses - Approved by City Council**

Repaving of City Streets - Combined with LMIG Funding	400,000.00	
Southland Engineering - Phase 2 Environmental Study - Original Contract amount \$856,785.89.	Balance	
Due on Original Contract	241,286.91	

2003 SPLOST Expenses approved by City Council**641,286.91****Additional Expenses - Douthit Ferry Road Project**

Southland Engineering - Change Order - Part A	52,306.00	
Southland Engineering - Change Order - Part B	30,860.00	
Additional Archaeology Services	Unknown at this time	

Proposed Change Order for Douthit Ferry Road Project**83,166.00****Total Expenses****724,452.91****Estimated 2003 SPLOST Funds Remaining****\$90,023.97**



City of Cartersville

City Council Meeting
10/16/2014 1:00:00 AM

Traffic Signal Documents for Main Street at Kohl's Driveway

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	<p>We are requesting your approval for the Mayor to sign the Communication Service Agreement, Request for Traffic Signal, and any other related GDOT documents for a new signal at the intersection of Main Street/SR 113 and Kohl's Driveway. This intersection is across from the proposed R.H. Ledbetter Properties Development to include a new Kroger.</p> <p>These are the standard signal documents that GDOT requires from all local governments to show support for the proposed signal installation. These documents only obligate the city for cost associated with the power and communications, all other installation and construction costs will be by others.</p>
City Manager's Remarks:	This is a standard agreement with GDOT regarding a proposed new traffic signal on Main Street and is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Keith Golden, P.E., Commissioner



DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

10/2/2014

Matt Santini, Mayor
City of Cartersville
1 North Erwin Street
Cartersville, Georgia 30120

Communication Service Agreement for Signalized Intersections

In consideration of the proposed improvements at the intersection of **State Route 113 and Kohl's Driveway for R.H. Ledbetter Properties** in the City of Cartersville, the City agrees to provide Telephone/DSL/Wireless service to the intersection at no cost to the Department of Transportation.

This communication service shall consist of a single communication line/wireless unit with modular plug. No telephone/modem set will be required. The municipality further agrees to pay all cost including reimbursement to the department for the monthly cost associated with the communication service agreement.

Should communication service not be required at this intersection immediately upon installation or upgrading of the signal equipment, the municipality agrees to provide this service at a future date if notified by the Department of Transportation that this service is required.

Agreed to this _____ day of _____ 2014

Approved: _____ Title: _____

Attest: _____
Clerk

DOT-401
Rev. 9/93

Do Not Write In This Space

Application No. _____

Permit No. _____

Distribution:
White - Applicant
Yellow - State Traffic Engineer
Pink - District Traffic Engineer

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

The City of Cartersville in Bartow County
hereby requests approval for the use of a traffic signal at the location
described below:

LOCATION

Local Street Names: Main Street at R. H. Lodbetter Pkwy *KS-Kubi*

State Route Numbers: SR 113 at _____

TYPE SIGNAL

() Stop and Go () Flashing Beacon () School Beacon () Other

CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the costs for the purchase, installation and maintenance of the signal if approved.

INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the _____ day of _____, 19____

Attest:

Clerk

By: _____

Title: _____

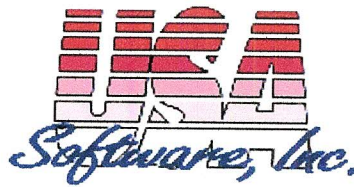
Item # 6



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Crime View Dashboard - Annual Subscription**

SubCategory:	Contracts/Agreements
Department Name:	Police
Department Summary Recommendation:	<p>The Crime Mapping software used by the Police Department is due for renewal. This software provides the ability to view data in the form of crime maps to aid in directed patrol based on data.</p> <p>The agreement coast is \$7,200.00 and is a budgeted item. E-Verify and SAVE documents are on file.</p> <p>Your approval is requested.</p>
City Manager's Remarks:	The annual software renewal is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



INVOICE

September 16, 2014

Invoice Number:

302966

CARTERSVILLE POLICE DEPARTMENT
 PO BOX 1390
 CARTERSVILLE GA 30120

<u>Order Date</u>	<u>Terms</u>	<u>Ordered By</u>	<u>Purchase Order#</u>
09/16/2014	NET 30		

DETAIL#	MODULE_ID	MODULE	QUANTITY	PRICE	EXTENSION
1	42	CrimeView Dashboard – Annual Subscription	1	7,200.00	7,200.00
				Total	7,200.00

Please refer to the above Invoice Number to receive proper credit for payment. Remit all payments to:

USA Software, Inc.
 9900 Stirling Road, Suite 302
 Cooper City, Florida 33024
 (954) 436-3911

Item # 7

100.2100.52, 2330



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Development Agreement – Ledbetter Properties**

SubCategory:	Contracts/Agreements
Department Name:	Water
Department Summary Recommendation:	<p>The proposed “Kroger” development on Main Street will require significant grading and fill. In certain locations the fill will result in more than 20 feet of cover over of our existing 36” water main. Because of the weight of that fill and accessibility for maintenance, development of the site as designed will require protective measures for the existing facilities during construction and relocation for project completion.</p> <p>This agreement would place responsibility for the cost of design and relocation for these facilities on the developer. Additionally, the developer would be responsible for the cost of acquisition of any needed easements related to the project.</p> <p>The Water Department requests approval and execution of this novation agreement.</p>
City Manager's Remarks:	<p>The developer on the recently approved TAD has worked with our Water & Sewer Department regarding moving a 36" water main. The City Attorney has prepared a development agreement for your approval on this item, so there will not be any cost for the city to have this water main moved. I recommend approval of this development agreement with Ledbetter Properties.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into this ____ day of _____, 2014, by and between the **City of Cartersville**, a municipal corporation of the State of Georgia (hereinafter the “**City**”) and _____, a Georgia limited liability company (hereinafter the “**Developer**”).

WITNESSETH:

WHEREAS, Developer is the owner of certain property being developed as Main Street Marketplace, (the “**Property**”), which is more particularly described in Exhibit “A” attached hereto, and which is zoned as a G-C in the Main Street Overlay under the zoning ordinance of the City of Cartersville, Georgia, and

WHEREAS, Developer, in consideration of the benefits and opportunities provided to it as hereinafter described, and the City, in consideration of the benefits and opportunities to be provided to it by serving the development (the “**Project**”) with water and sewer service, are desirous of entering into this agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement and Assurances on the Part of Developer

- (a) The Developer has submitted a preliminary plat and site for the development of a Kroger and related buildings and infrastructure which shall be reviewed by the City, and there are existing water and sewer service lines on the Property. It will be necessary for said water and sewer lines to be relocated to allow for the development of the Project.
- (b) The Developer plans to grade and site fill above the existing 36 inch water main.
- (c) The Developer agrees to reimburse the City for retaining the services of Sweitzer Engineering, a consulting engineer to design temporary protective measures to allow site grading

and filling to be placed over the existing 36 inch water main, and the design of a new water main realignment to be relocated after the fill is in place so that the relocated 36 inch water main would be at a nominal depth no greater than five (5) feet to allow the City to maintain and repair said main. A copy of said proposal is attached hereto as Exhibit "B". The Developer shall be responsible for all costs and expenses of the engineer for the temporary protective measures and relocation design and all related costs and expenses thereto.

(d) The Developer shall hire, at its sole cost and expense, a contractor to install and relocate the existing 36 inch water main to the standards and requirements of the City, and subject to its approval. The Contractor must be preapproved by the City.

(e) The Developer shall also convey to the City any and all easements necessary for the construction, operation and maintenance of said water main, after the relocation.

(f) During construction if any additional temporary easements are needed from Developer either in regards to removal or maintenance of the existing line or for construction of the relocated Water Main, they shall be provided within five (5) days of written request by the City to the following address: P. O. Box 1390, Cartersville, GA 30120.

2. Agreement and Assurances on the Part of the City

In consideration of the Developer agreeing to take the actions described above, the City agrees as follows:

(a) The city agrees to retain the Consulting Engineer and allow its water main to be relocated as determined by him, pursuant to the City's approval.

3. Assignment

The Developer may assign its right and obligations under this agreement, subject to the prior approval of the City. Subject to this provision, this agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and and/or assigns.

4. Time Is Of The Essence

Time is of the essence with respect to all provisions of this agreement that specify a time for performance.

5. Miscellaneous

Agreement. In case any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Development Agreement as of the date first written above.

WITNESS:

CITY OF CARTERSVILLE, GEORGIA

By: _____

Sworn to and subscribed before me
this ____ day of _____,
2014

Title: Mayor

Attest: _____

Title: City Clerk

Notary Public

WITNESS:

By: _____ (seal)

Sworn to and subscribed before me
this ____ day of _____,
2014

Printed Name: _____

Title: _____

Attest: _____

Notary Public

Title: _____



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Switzer Engineering – Kroger Line Relocation**

SubCategory:	Bid Award/Purchases										
Department Name:	Water										
Department Summary Recommendation:	<p>Development of the proposed Kroger at East Main Street will require the protection and relocation of our existing 36” water main which runs through the site. Site grading plans will place 20 feet or more of fill over the existing facilities. The weight of this fill will require design of protective measures to the pipe during grading and installation of a new main at a depth that will allow access for maintenance if needed.</p> <p>Based on their experience with similar type projects with Bartow County Water and their work on the current HWY41/Peeples Valley Road Project, Switzer Engineering, Inc. was asked to provide a cost estimate for the following specific tasks:</p> <table border="0"> <tr> <td>A. Protection/Alternate Route Design / Final Design / Bid Documents</td> <td></td> </tr> <tr> <td>\$25,000</td> <td></td> </tr> <tr> <td>B. Solicitation of Contractor Bids</td> <td align="right">\$5,000</td> </tr> <tr> <td>C. Review of Contractor Documents / Technical Consultation</td> <td align="right">\$7,500</td> </tr> <tr> <td>Total:</td> <td align="right">\$37,500</td> </tr> </table> <p>The entire cost of this scope of work will be reimbursed to the City by the developer.</p>	A. Protection/Alternate Route Design / Final Design / Bid Documents		\$25,000		B. Solicitation of Contractor Bids	\$5,000	C. Review of Contractor Documents / Technical Consultation	\$7,500	Total:	\$37,500
A. Protection/Alternate Route Design / Final Design / Bid Documents											
\$25,000											
B. Solicitation of Contractor Bids	\$5,000										
C. Review of Contractor Documents / Technical Consultation	\$7,500										
Total:	\$37,500										
City Manager's Remarks:	This engineering contract is necessary due to the relocation of a city water main that needs to be relocated for the new development on Main Street. The cost will be reimbursed by the developer and is recommended for your approval.										
Financial/Budget Certification:	The entire cost of this scope of work will be reimbursed to the City by the developer.										
Legal:											
Associated Information:											

SWEITZER ENGINEERING, INC.

CONSULTING ENGINEERS

October 1, 2014

Mr. Edmund L. Mullinax, P. E.
Assistant Director, Cartersville Water Department
City of Cartersville, Georgia
P. O Box 1390
Cartersville, Georgia 30120

Re: Proposed Professional Engineering Services for Water System Improvements.

Dear Ed:

As requested, Sweitzer Engineering, Inc. is pleased to provide this proposal for professional engineering services in connection with the relocation of an existing 36-inch water main to accommodate the East Main Street Commercial Development being developed by R. H. Ledbetter Properties, LLC, (Developer) on approximately 45 acres on the south side of E. Main Street in Cartersville. This proposal is presented in the form of a Letter-Agreement.

EXISTING CONDITIONS

We understand that the City of Cartersville (City) owns and operates a 36-inch diameter ductile iron water transmission main which now extends across the site of the proposed Commercial Development. We understand that the existing 36-inch water main must remain in place and in service across the site until preliminary site grading is sufficiently complete to allow relocation of the water main. After preliminary site grading has been sufficiently completed by the Developer, a segment of new 36-inch ductile iron transmission main will be constructed at normal depth across the site by the Developer. Upon completion and reconnection of the new segment of transmission main, the existing, deeply buried segment of transmission main will be stabilized and abandoned in place by the Developer.

We understand that the City will enter into an agreement with the Developer providing that the Developer will: (1) protect the existing 36-inch ductile iron water transmission main during site development and maintain it in service until it can be abandoned; (2) will construct a replacement 36-inch ductile water transmission main across the Developer's site on a route selected by the City; and, (3) will stabilize and abandon that portion of the existing water main to be replaced. We understand that the agreement will require the Developer to construct the water transmission main project in accordance with City-furnished engineering drawings and specifications prepared by the City's consulting engineering firm.

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Mr. Edmund L. Mullinax, PE
October 1, 2014
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We further understand that the Developer will agree to be fully responsible for all costs of the water transmission relocation/replacement project, including bonds, insurance, surveying, engineering, testing, construction surveillance, and other related project costs.

PROPOSED SERVICES

Based upon our understandings stated herein, Sweitzer Engineering, Inc. is pleased to propose the following professional engineering services, to be provided as a series of Tasks, outlined as follows: (1) Evaluation of potential conflicts of the proposed Commercial Development construction and deep fill with the City's existing transmission main and recommendations for temporary protection measures for the existing water main; (2) Evaluation of at least two alternate routes for relocating the of transmission main after the site has been graded by the Developer; (3) Detailed design and preparation of preliminary construction drawings/specifications for the City-selected route alternate; (4) Preparation of final documents suitable for City's approval and Developer's use in soliciting contractor bids; (5) Assist the City' staff during the construction contractor selection phase; and, (6) Provide limited, consultation services on an as-needed, as-requested basis during the construction of the relocated water main by the Developer's contractor.

Our proposed engineering services are more fully described below by Task:

Task 1 – Water Main Protective Measures

We will evaluate the Developer's construction drawings and specifications to determine the likely impact and risk of damage to the City's 36-inch transmission main during proposed grading and filling operations. It is apparent that, as a minimum, temporary protective measures for the existing water main will be required, the extent of which will be determined by existing conditions, type and depth of proposed fill, and construction sequence, means, and methods to be employed. We will provide our findings and recommendations in a report, accompanied by drawings, details, and calculations, as appropriate, for City's review and use.

Task 2 – Evaluation of Alternative Route for Relocating the Water Transmission Main

We will, on the basis of the Developer's approved construction plans for the site development, evaluate at least two alternative relocation routes for the segment of transmission main to be relocated after site grading. For each alternative route, we will prepare preliminary plan and profile drawings and a preliminary opinion of probable construction cost. We will provide an accompanying narrative expressing our opinion as to the advantages and disadvantages of each

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relocation alternative evaluated and will meet with City staff to review the narrative and recommendations.

Task 3 – Design of Relocated Transmission Main

On the basis of the transmission main relocation alternative accepted by the City, we will prepare final drawings, profiles, specifications, suitable for construction of the proposed relocated 36-inch transmission main. The construction documents will include directions for scheduling and sequence of construction, directions for required tie-in connections to the existing transmission main, and stabilization of that segment of the transmission to be abandoned in place. We will prepare a material quantity take-off, proposed bid quantities, and Opinion of Probable Construction Cost for the proposed improvements. We will submit all preliminary design documents to the City and meet with City's staff as appropriate to address review comments.

Task 4 – Preparation of Final Documents Suitable for Bidding by Others

After receiving City review comments, we will make the appropriate revisions and deliver Final Drawings and Specifications to the City for Developer's use. We will assist the City with review of the Developer's proposed bidding and construction documents and incorporating our Drawings and Specification documents into the Developer's bidding and construction procedures.

Task 5- Services for Solicitation of Contractor Bids for Construction

As authorized, we will assist the City during the Developer's bidding process by assisting the City's response to Bidder's questions and by preparation of addenda, as appropriate. We will assist the City with evaluation of contractor qualifications for the proposed water transmission main construction and after-bid evaluation of contractor bids received by the Developer.

Task 6- Services during the Construction Phase

Our services during the construction phase, as requested, will be limited. When requested, we will provide limited services during the construction phase, as a consultant to the City only and not in the customary Owner's Representative role. Our consultations will assist the City with review of contractor's submittals & tests of inspection, attendance at the preconstruction conference, interpretations and clarifications, and field visits to observe the quality and progress of construction, all as set forth in the attached General Provisions. The General Provisions also list, in paragraph 1.5.7 services for which we are not responsible during the construction phase.

SWEITZER ENGINEERING, INC.CONSULTING ENGINEERS

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October 1, 2014
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SCHEDULE OF SERVICES

- Task 1-* We will complete Task 1 within 15 working days after authorization to begin Task 1 & Task 2. This schedule assumes timely receipt of Owner-supplied drawings, maps, operating data, etc., and prompt Owner review of preliminary submittals.
- Task 2-* We will complete Task 2 and provide documents for City review within 30 working days after authorization to begin Task 1 & Task 2.
- Task 3-* We will complete Task 3, the preliminary design of the transmission main relocation within 21 working days after receipt of City's selection of an alternative relocation route.
- Task 4 –* We will complete Task 4 and deliver Final Documents suitable for bidding within 15 working days after receipt of the City's acceptance of preliminary design documents provided under Task 3.
- Task 5-* Our services under Task 5 will be provided in a timely manner consistent with the Developer's schedule for bid solicitation and construction contractor selection.
- Task 6-* Our services during the construction phase will be scheduled appropriate to the needs of the project.

ENGINEERING COST

- A. Sweitzer Engineering, Inc. proposes to provide the professional engineering services described herein for **Task 1, Task 2 Task 3 and Task 4** on an hourly cost basis, not to exceed a total fee of **\$25,000** without prior authorization.
- B. Sweitzer Engineering, Inc. proposes to provide the professional engineering services described herein for **Task 5** on an hourly cost basis, not to exceed a total fee of **\$5,000** without prior authorization.
- C. Sweitzer Engineering, Inc. proposes to provide the professional engineering services during the Construction Phase on an hourly cost basis, as-needed and as-requested. We suggest at least **\$7,500** be budgeted for our services on a limited, as-requested, basis.

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Page 5 of 5

ADDITIONAL SERVICES

Additional Services not described in this proposal, if any, will be provided upon authorization on an hourly cost basis at our standard billing rates, plus reimbursable expenses.

GENERAL PROVISIONS

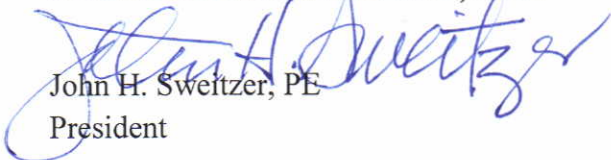
Our services will be undertaken in accordance with terms and conditions of our standard General Provisions, which are attached hereto and made a part of this proposed Letter-Agreement by reference.

If this Letter-Agreement is acceptable, please return one copy with an authorized signature, receipt of which will be our authorization to proceed with the professional engineering services described herein.

Thank you for this opportunity to serve the City of Cartersville.

Sincerely,

SWEITZER ENGINEERING, INC.


John H. Sweitzer, PE
President

Encl: General Provisions, 5 pages
Standard Hourly Rates

Acceptance:

The above is understood and accepted this _____ day of _____, 2014, which is the Effective Date of this Letter-Agreement.

CITY OF CARTERSVILLE, GEORGIA

By: _____

Name: _____

Title: _____

GENERAL PROVISIONS

Attached to and made part of the Letter-Agreement dated _____, 2014 between the CITY OF CARTERSVILLE, GEORGIA (Owner), a political subdivision of the State of Georgia and SWEITZER ENGINEERING, INC., (Engineer), a corporation authorized to conduct business in the State of Georgia.

SECTION 1 – BASIC SERVICES OF THE ENGINEER

1.1 Scope The services as described in attached Letter-Agreement for Owner's project (Project).

1.1.1 Engineer, serving as Owner's professional engineering representative for the Project shall perform professional services consisting of civil engineering and other engineering services customary and incidental thereto.

1.2 Initial Studies Phase Engineer shall:

1.2.1 Consult with Owner to clarify the scope and define Owner's requirements for the Project and prepare preliminary documents consisting of conceptual design criteria, hydraulic calculations, preliminary sketches, and preliminary opinions of probable construction cost, as appropriate.

1.2.2 Advise Owner as to the necessity of Owner's providing, or obtaining from others, data or services of the types described in Section 3.1.2. Act as Owner's representative in connection with any such services.

1.2.3 Review available data and provide analyses of Owner's needs; provide a general analysis of various alternatives for the Project.

1.2.4 Provide recommendations and other general consultation and advice relative to the Project, as appropriate.

1.3 Design Phase Engineer shall:

1.3.1. On the basis of Initial Studies Phase documents accepted by the Owner, prepare final Drawings and Specifications to show the character and extent of the work to be performed, with such final Drawings and Specifications (the Design Phase documents) being sufficient and adequate to enable the Owner to accurately bid the work required to complete the Project.

1.3.2 Provide technical criteria, written descriptions and design data for Owner's use in applying for permits and approvals of government authorities having jurisdiction to review or approve the final design of the Project, if any, and assist Owner in consultations with the appropriate authorities.

1.3.3 Provide a preliminary opinion of probable Construction Cost and opinion of probable Total Project Cost.

1.3.4 Assist in the preparation of bidding information, quantity take-offs, and bidding requirements by Owner, its legal counsel and other advisors, and assist in the preparation of other related documents appropriate for bidding.

1.3.5 Furnish four (4) copies of the final Design Phase documents and review them with the Owner for approval.

1.3.6 After acceptance by Owner of the Final Design Phase documents and the most recent opinion of probable Construction Cost, furnish approved Drawings, Specifications, and bidding documents in .pdf form for use by others to conduct the Bidding Phase.

1.4 Bidding Phase Engineer shall:

1.4.1 Assist Owner in evaluating bids or proposals for the work obtained by others.

1.4.2 Prepare Addenda as appropriate to clarify, correct or change the Bidding Documents and consult with Owner as to the acceptability of subcontractors, vendors, suppliers, etc. proposed by Contractors for the work.

1.4.3. Consult with and advise Owner as to acceptability of substitute materials and equipment for the work proposed by Bidders.

1.4.4 Assist Owner in evaluating Bids or proposals obtained by others and advise Owner as to recommendation of award.

1.5 Construction Phase – Engineer shall, when authorized by Owner and upon execution of the Construction Contract for the work by others:

1.5.1. Consult with Owner on an as-requested basis only and not as Owner's representative in connection with general administration of any Construction Contract for the Project. All of Owner's instructions to Contractor shall be issued by others. Engineer shall not have authority or responsibility to act on behalf of Owner in dealings with any Contractor. The Engineer shall not have authority or responsibility to bind the Owner to any change in the Contract Price or to the Contract Time as expressed in any construction contract related to the Project.

1.5.2. Engineer will participate with Owner and Contractor in a pre-construction conference prior to commencement of work at the site.

1.5.3. In connection with observations of the work of Contractor while work is in progress, make visits to the construction site at intervals deemed necessary by Owner, only to observe the progress and quality of contractor's work and to determine in general if such work is proceeding in accordance with the City-approved Drawings and Specifications. The Engineer shall give prompt notice to the Owner if the Engineer observes any material defect or deficiency in the work. The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.5.7 below.

1.5.4. If requested, provide services of a Resident Project Representative (RPR), as Additional Services, at the site under Engineer's supervision to assist the Engineer and provide more complete on-site observation of the work under terms and conditions expressly set forth herein.

1.5.5. Review Contractor's construction schedules and schedule of values; review shop drawings, samples, reports of tests and inspections, and other data which Contractor is required to submit to Owner.

1.5.6. Issue interpretations and clarifications of the approved Drawings and Specifications and recommend Change Orders to Owner as appropriate.

1.5.7. The Engineer (including Resident Project Representative, if any) shall *not* be responsible for:

(a) Making continuous, full-time, or detailed on-site inspections to check the quality or quantity of the work beyond the responsibilities

specifically assigned to the Engineer and Resident Project Representative in this Agreement;

(b) Supervising, directing or exercising direct control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, the Owner, or others for the work;

(c) The safety precautions and programs incident to the work of the Owner or Contractor;

(d) Scheduling of the work or its timely completion; or,

(e) The acts or omissions of the Owner, or any Contractor, or any of their subcontractors or suppliers, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise performing any of the Owner's or Contractor work.

(f) Reviewing Contractor's periodic and final applications for payment and the accompanying data and schedules, determining the proper amounts owing to Contractor and recommending payments to Contractor.

(g) Providing record drawings of the work showing field changes made during construction

SECTION 2 – ADDITIONAL SERVICES OF THE ENGINEER

2.1 Unless specifically provided for in the Letter-Agreement, normal and customary engineering services do not include services in respect of the following categories of Work which are usually referred to as Additional Services. Owner shall instruct Engineer to perform any Additional Services required for the Project and shall pay Engineer therefore as Additional Services. Additional Services include, but are not limited to, the following:

2.1.1 Services resulting from significant changes in the extent or scope of the Project or the Owner's schedule; major changes in documentation previously accepted by Owner where changes are due to causes beyond Engineer's control.

2.1.2 Preparation and filing of applications for financing of the Project.

2.1.3 Preparation or review of environmental assessments and impact statements; Erosion Control Plans and applications; wetlands permit applications, assistance in obtaining the approval of authorities with such jurisdictions.

2.1.4 Preparation to serve or serving as a consultant or witness for Owner to any litigation.

2.1.5 Services during out-of-state travel required of the Engineer.

2.1.6 Services normally furnished by the Owner or not otherwise provided for in this Agreement.

SECTION 3 – OWNER’S RESPONSIBILITIES

Owner shall:

3.1 Provide all criteria and full information as to Owner’s requirements for the Project; make available pertinent existing data; make known any special or extraordinary considerations or special services needed; designate a person to act with authority on Owner’s behalf in respect of all aspects of the Project; examine and respond promptly to Engineer’s submissions; and give prompt notice to Engineer whenever any defect in the Work is observed or otherwise becomes known.

3.1.1 Advise Engineer in writing at an early date if there are budgetary limitations and employ an independent cost estimator if formal cost estimates are required.

3.1.2 Whenever required and authorized by the Owner, upon recommendation of the Engineer, furnish and pay for analytical laboratory services, geotechnical investigations, subsurface explorations; field surveys such as property, boundary, easement, right-of-way, topographic and utility surveys; all of which Engineer may rely upon in performing its services. Payment for such services shall be made by Owner directly to the provider(s) of the services.

3.1.3 Obtain approvals and permits from all governmental authorities having jurisdiction over the Project and pay any applicable filing fees and sales or other tax applicable to the Project, including taxes on services of Engineer, in the manner and amount required by law.

SECTION 4 – INVOICES AND PAYMENTS

4.1 Engineer shall prepare invoices in accordance with its standard invoicing practices and

submit invoices to Owner on a monthly basis for work performed during the previous month.

4.2 Owner shall pay Engineer’s invoices with 30 days of receipt. Owner’s payment of Engineer invoices shall not be contingent upon Owner’s receipt of funds from any third party.

4.3 If Owner fails to make any payment to Engineer within 60 days after receipt of Engineer’s invoice, Engineer shall include a charge at the rate of 1/2% per month. Engineer may, after giving 7 days notice to the Owner, suspend services under this Agreement until payment. Owner waives any and all claims against Engineer for any such suspension.

4.4 Payroll Costs and Reimbursable Expenses shall be as listed in the Billing Rate Schedule on file with the Owner.

SECTION 5- OPINIONS OF CONSTRUCTION COST

5.1 Any and all opinions of probable costs provided in connection with the Project are made on the basis of Engineer’s experience and qualifications, the Engineer’s knowledge of Project requirements at the time of the opinion, and represent his best judgment as an experienced and qualified professional engineer. Engineer cannot and does not guarantee that proposals, bids, or actual Project or Construction Costs will not vary significantly from opinions of probable cost prepared by the Engineer. If the Owner wishes greater assurance as to the costs, the Owner shall employ an independent cost estimator.

SECTION 6– GENERAL CONSIDERATIONS

6.1 Engineer shall exercise the same degree of care and skill ordinarily exercised under similar circumstances by qualified professional engineering firms providing similar services in the same locality. Subsequently evolved standards shall not be applied in judging Engineer’s services. Engineer does not guarantee that any financing, approvals, or permits will be obtained for the Project and shall not be held liable therefore.

6.2 Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the

Site(s), nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

6.3 All Documents are instruments of service in respect to the Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; and (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants. Nothing herein shall be construed to give any rights or benefits to anyone other than the Owner and Engineer.

6.4 Any information and concepts shared with Engineer by Owner during the course of this Agreement shall be kept confidential by Engineer. Engineer shall return all copies (whether in hard or electronic format) of all materials, information or data provided by Owner or produced by Engineer on behalf of the Owner during the course of this Agreement to Owner at the termination of this Agreement.

6.5 *Termination:* This Agreement may be terminated for cause by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. In the event of any termination, Engineer shall be paid, upon termination, for all services rendered to the date of termination and will be released from all further obligations to perform services hereunder.

6.6 *Engineer's Limitation of Liability:* To the fullest extent permitted by law, and notwithstanding

any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total compensation received by Engineer or \$50,000, whichever amount is greater.

6.7 *Dispute Resolution:* Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute. If the parties fail to resolve a dispute through negotiation, then the dispute shall be subjected to non-binding mediation. If mediation is unsuccessful, then the parties may exercise their rights under law.

SECTION 7-ENGINEER'S REPRESENTATIONS

7.1 *Immigration Reform Compliance:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of the "Georgia Security and Immigration Compliance Act" {O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1 et seq.} and the Immigration Reform and Control Act of 1986 {8 USC § 1621 (c)} and will provide the required documentation regarding said compliance. The Contractor affirms it has registered with, is authorized to use, and uses the federal work authorization program (also known as E-Verify), and that it will contract for the physical performance of services only with subcontractors who present an affidavit with the same information required of the Engineer. Engineer also affirms it will designate a person to provide the required SAVE affidavit and associated secure and verifiable document.

7.2 *Insurance:* At all times when services are provided under this Agreement, Engineer shall maintain the following insurance coverages and limits of liability:

- a) Workman's Compensation: Statutory

- b) General Liability: \$1,000,000 Each Occurrence (Bodily Injury and Property Damage) and \$2,000,000 General Aggregate
- c) Automobile Liability: \$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) Each Accident
- d) Professional Liability: \$1,000,000 Each Claim Made and \$2,000,000 Annual Aggregate

7.3 Engineer shall deliver certificates of insurance evidencing the coverages indicated herein.

SECTION 8 – MISCELLANEOUS PROVISIONS

8.1 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.2 Owner and Engineer each binds itself and its successors, and assigns to the other party of this Agreement and to successors and assigns of such other party, in respect to all covenants, agreements and obligations of this Agreement.

8.3 Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.

8.4 This Agreement includes the Letter-Agreement between Owner and Engineer to which these General Provisions are attached and any and all schedules or exhibits to the Letter-Agreement, and any amendments executed under the Agreement, all as if they were part of one and the same document.

8.5 The Letter-Agreement (including the expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer for the Project services and supersedes all prior oral understandings, if any. This Agreement may be amended, supplemented, modified, or canceled by a duly executed written instrument only.

8.6 *Controlling Law*: This Agreement is to be governed by the law of the State of Georgia.

EXHIBIT "A"
To
AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

SWEITZER ENGINEERING, INC.

STANDARD HOURLY RATE SCHEDULE

January 1, 2014

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$160.00
Project Manager	\$130.00
Senior Project Engineer	\$ 105.00
Project Engineer	95.00
Engineer	\$ 80.00
Engineering/CADD Technician	\$ 65.00
Resident Project Representative	\$ 55.00
Admin/Clerical	\$ 50.00

Notes

1. Direct, non-salary expenses (Reimbursable Expenses) are invoiced at actual cost (no mark-up).
2. The reimbursable rate for auto mileage is the IRS allowable rate. (currently \$0.56 per mile)
3. Hourly rate costs contained in this Schedule may be adjusted annually (January 1).



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Senior Aquatic Center ADA Aquatic Lift**

SubCategory:	Bid Award/Purchases								
Department Name:	Parks and Recreation								
Department Summary Recommendation:	<p>Cartersville Parks and Recreation received 3-quotes to replace the portable aquatic chair lift for the Senior Aquatic Center. The aquatic chair lift that was quoted is the S.R. Smith Portable Aquatic Lift (PAL) which is ADA compliant. Purchase will be paid from Building Maintenance account – 100-5100-52-2340</p> <p>I recommend the best quote of \$6,570.00 that includes shipping/handling and an extra battery from Lincoln Aquatics.</p> <table border="0"> <thead> <tr> <th align="left">Vendor</th> <th align="right">Quote</th> </tr> </thead> <tbody> <tr> <td>Recreonics</td> <td align="right">\$6,567.90</td> </tr> <tr> <td>W.M. Smith & Associates</td> <td align="right">\$7,016.45</td> </tr> <tr> <td>Lincoln Aquatics</td> <td align="right">\$6,570.00</td> </tr> </tbody> </table>	Vendor	Quote	Recreonics	\$6,567.90	W.M. Smith & Associates	\$7,016.45	Lincoln Aquatics	\$6,570.00
Vendor	Quote								
Recreonics	\$6,567.90								
W.M. Smith & Associates	\$7,016.45								
Lincoln Aquatics	\$6,570.00								
City Manager's Remarks:	This is the first time that we have had to replace this item since the facility opened in December 2006 and the purchase of the lift is recommended for your approval.								
Financial/Budget Certification:	This is a budgeted item to be paid from Maintenance - Buldings and Grounds account 100-5100-52-2340.								
Legal:									
Associated Information:									

**RECREONICS, INC.**

4200 SCHMITT AVENUE
LOUISVILLE, KY 40213
(800) 428-3254
FAX (800) 428-0133
INTERNATIONAL (502) 458-5731
FAX (502) 458-9777
FED. I.D. # 61-1228501
<http://www.recreonics.com>

110-1/CITIE

ELX

Quote Reprint

Quote #	591491
Customer #	135282
Date	09/25/14
Page	1

Quoted To:	CARTERSVILLE PARKS & REC. P. O. BOX 1390 CARTERSVILLE, GA 30120-1390	Ship To:	CARTERSVILLE PARKS & REC. P. O. BOX 1390 CARTERSVILLE, GA 30120-1390
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PO/REF #	EXPIRES	SLP	SHIP VIA	FREIGHT	QUOTED BY
ADA LIFT	10/15/14	047	BEST	PPD&BILL	ERIC LONG EXT 422

QUOTED TO: MEGAN	CT=770-387-5626	X=770-387-5624	E-Mail: ljenkins@cityofcartersville.org LISA A/P
	KT=404-316-6691	X=	E-Mail: mhix@cityofcartersville.org

LINE	ITEM DESCRIPTION	S/D	QUANTITY	UM	PRICE	UM	EXTENSION
001	46725 PAL-PORTABLE AQUATIC LIFT (BATTERY POWERED) *SEE NOTES*	D	1	EA	6218.55	EA	6218.55
002	8002B FREIGHT & HDLG. TO BE PREPAID AND ADDED TO INVOICE	S	1	EA	349.35	EA	349.35

STATE	CERTIFICATE #	TAXABLE AMT	TAX	TOTAL
		6567.90	(4) .00	6567.90

TO ACCEPT THIS QUOTE PLEASE SIGN AND DATE BELOW & FAX WITH COVER SHEET
ATTN: ERIC LONG AT 1-800-428-0133 OR E-MAIL TO ericl@recreonics.com

By: _____

Date: _____

FREIGHT CHARGES, SALES TAX, ETC., IF
APPLICABLE TO BE ADDED TO THIS QUOTE.
QUOTE SUBJECT TO ALL RECREONICS SALES
POLICIES & FINAL APPROVAL BY MANAGEMENT.

W.M. SMITH & ASSOCIATES, INC.*Proudly Serving the Aquatic Industry for Over 30 Years!***800 - 426 - 9460**Fax: (509) 962-4751
www.wmsaquatics.comP.O. Box 398
Ellensburg, WA 98926**Quotation****Quote For:****City of Cartersville
100 Pine Grove Rd
Cartersville, GA 30120-4070
USA****Fax: 770-387-5624****Quotation #** 12481**Quotation Expires 30 Days From:** 9/25/2014**Payment Terms:** Due on receipt**Prepared by:** JAY

Attn: Megan Hix

Thank you for the opportunity to bid on swimming pool equipment.

W.M. Smith and Associates, Inc. is pleased to offer the following price quotation:

#	770-607-6527
---	--------------

Catalog #	Quantity	Description	Unit Price	Total
27-68150	1	PAL - Portable Aquatic Lift Attach Required Form	6,686.45	6,686.45
Freight	1	Freight Estimate	330.00	330.00

GSA # GS-07F-5990R

Subtotal \$7,016.45**Sales Tax (0.0%)** \$0.00**Total** \$7,016.45

Indicate approval by signing here

and faxing back to WMS

Fax # 509-962-4751

If there are questions concerning this quotation or you are ready to place an order,
please contact our Ellensburg office at 800-426-9460.**THANK YOU!**

Item # 10



SALES QUOTE

Sales Quote Number: SQ52963

Sales Quote Date: 09/25/14

Page: 1

Sell

To: Cartersville, City of
Parks and Rec.
Megan 404-316-6691
PO Box 1390
Cartersville, GA 30120

Ship

To: Cartersville, City of
Dellinger Park
100 Pine Grove Road
Cartersville, GA 30120

Ship Via FOB Origin
Terms Net 30 Days
SalesPerson House-Concord

Customer ID CCO67
Cust Phone 770/387-5626
Cust Fax 770/387-5624

Item No.	Description	Unit	Quantity	Unit Price	Total Price
81-043	Portable Aquatic Lift (PAL) Pricing is good thru 12/31/14 Free extra battery will be included with your order if placed before 12/31/14 Gutter profile would need to be complete to submit with order.	EACH	1	6,215.00	6,215.00
81-209	S.R. Smith LiftOperator battery, new style	EACH	1		
ESTIMATED	Freight PLEASE NOTE: Although we strive to be as close as possible, the freight charges listed here are estimates only. Due to fluctuations in the fuel market freight estimates can't be guaranteed. You will be invoiced the actual freight that Lincoln is billed by the shipper once the shipment is made.	EACH	1	355.00	355.00

Visit us on-line at: www.lincolnaquatics.com

Phone us at: 800-223-5450

To expedite orders, please include Quote Number with purchase order.

Price quotes good for 30 Days. Orders placed after 30 days may be re-quoted. Freight is Estimated only and is subject to change.

Submitted by: _____ Accepted by: _____

Amount Subject to
Sales Tax
0.00

Amount Exempt
from Sales Tax
6,570.00

Subtotal: 6,570.00
Invoice Discount: 0.00
Total Sales Tax: 0.00

Item # 10
Total: 6,570.00



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Erwin Chase Culvert Replacement Project**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	<p>Bids were opened on October 3, 2014 for the referenced stormwater project. Six bids were received and they ranged from \$347,192.89 to \$652,651.35. We recommend awarding of this project and seek permission for the Mayor to sign related documents, to the low bidder, C.H. Kirkpatrick & Sons Welding Service, INC., for \$347,192.89.</p> <p>This project is designed to relieve flash flooding in the Erwin Downs Subdivision. This is a budgeted item with funding from the Stormwater Utility funds.</p>
City Manager's Remarks:	I recommend the approval of the low bid from C.H. Kirkpatrick & Sons.
Financial/Budget Certification:	This is a budgeted item to be paid with stormwater funds.
Legal:	
Associated Information:	

PROJECT 13177 - ERWIN CHASE CULVERT REPLACEMENT - CITY OF CARTERSVILLE
Tabulation of Bids

Bid Date: October 3rd, 2014

Rank	Bidders Name	Total Bid	Amount Over Low Bid	Percent Over Low Bidder
1	C.H. Kirkpatrick & Sons Welding Service, Inc	\$347,192.89	\$0.00	0.00%
2	Site Engineering, Inc.	\$441,826.00	\$94,633.11	27.26%
3	Lewis Contracting Services, LLC	\$502,447.40	\$155,254.51	44.72%
4	KEMI Construction Co, Inc.	\$579,034.00	\$231,841.11	66.78%
5	North Georgia Pipeline, Inc.	\$598,887.50	\$251,694.61	72.49%
6	Corley Contractors, Inc.	\$652,651.35	\$305,458.46	87.98%
7				

Item Code	GDOT Item No.	Description	Quantity	Unit	C.H. Kirkpatrick & Sons Welding Service, Inc		Site Engineering, Inc.		Lewis Contracting Services, LLC		KEMI Construction Co, Inc.		North Georgia Pipeline, Inc.		Corley Contractors, Inc.	
					Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)
SIDEWALK & ROADWAY ITEMS																
005	150-1000	TRAFFIC CONTROL -	1	LS	2500.00	2500.00	30000.00	30000.00	46000.00	46000.00	30000.00	30000.00	15000.00	15000.00	21000.00	21000.00
015	210-0100	GRADING COMPLETE --	1	LS	10300.00	10300.00	52000.00	52000.00	56000.00	56000.00	150000.00	150000.00	162630.00	162630.00	100000.00	100000.00
025	207-0204	FOUND BK FILL MATL, TP II	17	CY	45.00	765.00	50.00	850.00	38.00	646.00	50.00	850.00	70.00	1190.00	400.00	6800.00
030	310-1101	GR AGGR BASE CRS, INCL MATL	28	TN	26.79	750.12	35.00	980.00	32.00	896.00	25.00	700.00	55.00	1540.00	50.00	1400.00
035	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	52	TN	167.90	8730.80	150.00	7800.00	215.00	11180.00	200.00	10400.00	165.00	8580.00	400.00	20800.00
040	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	11.5	TN	161.00	1851.50	150.00	1725.00	220.00	2530.00	200.00	2300.00	145.00	1667.50	400.00	4600.00
045	432-0206	MILL ASPH CONC PVMT, 2 IN DEPTH	79	SY	101.60	8026.40	51.00	4029.00	45.00	3555.00	50.00	3950.00	125.00	9875.00	40.00	3160.00
050	441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	215	LF	37.00	7955.00	40.00	8600.00	16.00	3440.00	30.00	6450.00	25.00	5375.00	30.00	6450.00
055	444-1000	SAWED JOINTS IN EXIST PAVEMENT	345	LF	5.00	1725.00	3.00	1035.00	3.00	1035.00	10.00	3450.00	3.50	1207.50	6.00	2070.00
060	441-0104	CONC SIDEWALK, 4 IN	85	SY	55.66	4731.10	45.00	3825.00	42.00	3570.00	70.00	5950.00	36.00	3060.00	48.89	4155.65
065	500-9999	CLASS B CONC, BASE OR PVMT WIDENING	102	CY	164.40	16768.80	150.00	15300.00	200.00	20400.00	225.00	22950.00	300.00	30600.00	900.00	91800.00
070	500-3101	CLASS A CONC	63	CY	610.14	38438.82	800.00	50400.00	775.00	48825.00	1100.00	69300.00	1235.00	77805.00	1000.00	63000.00
075	511-1000	BAR REINF STEEL	7614	LB	1.17	8908.38	3.00	22842.00	0.85	6471.90	1.00	7614.00	1.45	11040.30	2.00	15228.00
080	550-1480	STORM DRAIN PIPE, 48 IN, H 1-10	137	LF	196.50	26920.50	150.00	20550.00	220.00	30140.00	175.00	23975.00	209.00	28633.00	130.00	17810.00
085	641-1200	GUARDRAIL, TP W	82	LF	17.50	1435.00	40.00	3280.00	38.00	3116.00	180.00	14760.00	43.00	3526.00	50.00	4100.00
090	643-8210	WOOD FENCE, INCL PAINT/STAIN	105	LF	25.00	2625.00	50.00	5250.00	42.00	4410.00	35.00	3675.00	43.00	4515.00	30.00	3150.00
095	668-1200	CATCH BASIN, GP 2	2	EA	5775.00	11550.00	9000.00	18000.00	5400.00	10800.00	7500.00	15000.00	8800.00	17600.00	6000.00	12000.00
100	668-1210	CATCH BASIN, GP 2 ADDL DEPTH	5	LF	250.00	1250.00	400.00	2000.00	187.00	935.00	450.00	2250.00	100.00	500.00	450.00	2250.00
105	668-4400	STORM SEWER MANHOLE, TP 2	1	EA	5775.00	5775.00	7000.00	7000.00	4200.00	4200.00	5000.00	5000.00	5500.00	5500.00	6000.00	6000.00
110	668-4412	STORM SEWER MANHOLE, TP 2, ADDL DEPTH, CL 2	1	LF	250.00	250.00	400.00	400.00	187.00	187.00	400.00	400.00	100.00	100.00	6000.00	6000.00
115	-	ARCH 66 IN X 51 IN CMP, ALT-2, 12 GAUGE	100	LF	209.38	20938.00	180.00	18000.00	500.00	50000.00	175.00	17500.00	228.00	22800.00	143.00	14300.00
116	-	LABOR ONLY CITY WILL PROVIDE PIPE, ARCH 66 IN X 51 IN CMP, ALT-2, 12 GAUGE	630	LF	135.00	85050.00	100.00	63000.00	135.00	85050.00	80.00	50400.00	161.00	101430.00	75.00	47250.00

Item # 11

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PROJECT 13177 - ERWIN CHASE CULVERT REPLACEMENT - CITY OF CARTERSVILLE
Tabulation of Bids

Bid Date: October 3rd, 2014

Rank	Bidders Name	Total Bid	Amount Over Low Bid	Percent Over Low Bidder
1	C.H. Kirkpatrick & Sons Welding Service, Inc	\$347,192.89	\$0.00	0.00%
2	Site Engineering, Inc.	\$441,826.00	\$94,633.11	27.26%
3	Lewis Contracting Services, LLC	\$502,447.40	\$155,254.51	44.72%
4	KEMI Construction Co., Inc.	\$579,034.00	\$231,841.11	66.78%
5	North Georgia Pipeline, Inc.	\$598,887.50	\$251,694.61	72.49%
6	Corley Contractors, Inc.	\$652,651.35	\$305,458.46	87.98%
7				

Item Code	GDOT Item No.	Description	Quantity	Unit	C.H. Kirkpatrick & Sons Welding Service, Inc		Site Engineering, Inc.		Lewis Contracting Services, LLC		KEMI Construction Co, Inc.		North Georgia Pipeline, Inc.		Corley Contractors, Inc.	
					Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)
117	-	7% SALES TAX FOR 630 L.F. OF ARCH 66 IN X 51 IN CMP, ALT-2, 12 GAUGE, PIPE VALUE \$35,910	1	LS	2514.00	2514.00	4000.00	4000.00	2702.00	2702.00	2520.00	2520.00	2513.70	2513.70	2513.70	2513.70
120	-	SPECL BKFL AND BEDDING FOR ARCH CMP AS REQD BY MANUFACTURER	1	LS	27470.00	27470.00	32000.00	32000.00	48685.00	48685.00	50000.00	50000.00	31700.00	31700.00	112000.00	112000.00
125	-	REPLACE CROSS TIE WALL	75	SF	18.50	1387.50	40.00	3000.00	22.00	1650.00	80.00	6000.00	40.00	3000.00	70.00	5250.00
PERMANENT EROSION CONTROL ITEMS						0.00		0.00		0.00		0.00		0.00		0.00
150	603-2182	STN DUMPED RIP RAP, TP3, 24 IN	150	SY	51.25	7687.50	75.00	11250.00	75.00	11250.00	70.00	10500.00	45.00	6750.00	75.00	11250.00
155	603-7000	PLASTIC FILTER FABRIC	150	SY	4.00	600.00	3.00	450.00	1.85	277.50	10.00	1500.00	4.00	600.00	18.00	2700.00
160	700-6910	PERMANENT GRASSING	0.25	AC	1000.00	250.00	2000.00	500.00	1600.00	400.00	5000.00	1250.00	2200.00	550.00	2000.00	500.00
165	700-8000	FERTILIZER MIXED GRADE	500	LB	1.00	500.00	1.00	500.00	5.00	2500.00	1.00	500.00	2.00	1000.00	1.00	500.00
170	700-9300	SOD	1050	SY	7.60	7980.00	15.00	15750.00	5.10	5355.00	10.00	10500.00	2.50	2625.00	9.00	9450.00
175	702-0030	ACER RUBRUM (2' RED MAPLE)	1	EA	600.00	600.00	500.00	500.00	975.00	975.00	1750.00	1750.00	550.00	550.00	350.00	350.00
180	716-2000	EROSION CONTROL MATS, SLOPES	150	SY	2.00	300.00	5.00	750.00	1.85	277.50	50.00	7500.00	8.00	1200.00	13.00	1950.00
TEMPORARY EROSION CONTROL ITEMS						0.00		0.00		0.00		0.00		0.00		0.00
200	163-0232	TEMPORARY GRASSING	0.5	AC	50.00	25.00	1200.00	600.00	975.00	487.50	2500.00	1250.00	1350.00	675.00	1000.00	500.00
205	163-0240	MULCH	1	TN	100.00	100.00	500.00	500.00	400.00	400.00	350.00	350.00	1100.00	1100.00	500.00	500.00
210	NO ITEM #	CONCRETE WASHOUT, SEE DETAIL	1	EA	700.00	700.00	1000.00	1000.00	250.00	250.00	3500.00	3500.00	2000.00	2000.00	2500.00	2500.00
SIGNING AND MARKING ITEMS						0.00		0.00		0.00		0.00		0.00		0.00
300	610-6515	REM HIGHWAY SIGN, STD	1	EA	25.00	25.00	200.00	200.00	75.00	75.00	100.00	100.00	280.00	280.00	250.00	250.00
305	611-5360	RESET HIGHWAY SIGN	1	EA	50.00	50.00	200.00	200.00	75.00	75.00	100.00	100.00	550.00	550.00	250.00	250.00
310	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	240	LF	5.00	1200.00	10.00	2400.00	4.00	960.00	10.00	2400.00	4.50	1080.00	10.00	2400.00
315	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	120	LF	5.00	600.00	10.00	1200.00	4.00	480.00	10.00	1200.00	4.50	540.00	10.00	1200.00
320	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	15	LF	5.00	75.00	20.00	300.00	16.00	240.00	30.00	450.00	8.90	133.50	22.00	330.00
UTILITIES						0.00		0.00		0.00		0.00		0.00		0.00
400	NO ITEM #	2 IN WATER PVC WITH DETECTOR TAPE & TRACER WIRE	117	LF	20.41	2387.97	30.00	3510.00	38.00	4446.00	20.00	2340.00	24.00	2808.00	22.00	2574.00

Item # 11

Attachment number 1 Page 9 of 9

PROJECT 13177 - ERWIN CHASE CULVERT REPLACEMENT - CITY OF CARTERSVILLE
Tabulation of Bids

Bid Date: October 3rd, 2014

Rank	Bidders Name	Total Bid	Amount Over Low Bid	Percent Over Low Bidder
1	C.H. Kirkpatrick & Sons Welding Service, Inc	\$347,192.89	\$0.00	0.00%
2	Site Engineering, Inc.	\$441,826.00	\$94,633.11	27.26%
3	Lewis Contracting Services, LLC	\$502,447.40	\$155,254.51	44.72%
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5	North Georgia Pipeline, Inc.	\$598,887.50	\$251,694.61	72.49%
6	Corley Contractors, Inc.	\$652,651.35	\$305,458.46	87.98%
7				

Item Code	GDOT Item No.	Description	Quantity	Unit	C.H. Kirkpatrick & Sons Welding Service, Inc		Site Engineering, Inc.		Lewis Contracting Services, LLC		KEMI Construction Co, Inc.		North Georgia Pipeline, Inc.		Corley Contractors, Inc.	
					Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)	Unit Price (\$)	Total Amount (\$)
405	NO ITEM #	2 IN X 2 IN CUT IN CONNECTION, INCLD PIPE AND SLEEVES	1	EA	450.00	450.00	100.00	100.00	450.00	450.00	550.00	550.00	700.00	700.00	1200.00	1200.00
410	NO ITEM #	12 IN X 2 IN TAP SLEEVE WITH VALVE & VALVE BOX	1	LF	1525.00	1525.00	500.00	500.00	4500.00	4500.00	1000.00	1000.00	1540.00	1540.00	2000.00	2000.00
415	NO ITEM #	2 IN X 1 IN SADDLE VALVE FOR SERVICES	3	EA	568.00	1704.00	250.00	750.00	650.00	1950.00	300.00	900.00	900.00	2700.00	600.00	1800.00
420	NO ITEM #	12 IN DIP WATERMAIN	70	LF	182.00	12740.00	100.00	7000.00	105.00	7350.00	150.00	10500.00	99.00	6930.00	90.00	6300.00
425	NO ITEM #	20 IN STEEL CASING, UNCLASS EXCAVC (INCL, RESTRAINED JOINT D.I., LOCKING GASKETS, SPACERS, END SEALS)	20	LF	118.75	2375.00	200.00	4000.00	150.00	3000.00	125.00	2500.00	170.00	3400.00	500.00	10000.00
430	NO ITEM #	DI FITTINGS INCLUDING THRUST BLOCKING, TEE'S, PIPE NIPPLES, PIPE BENDS (PAID AT AWWA C110 BODY WEIGHTS)	1	TN	50.00	50.00	8000.00	8000.00	4800.00	4800.00	5500.00	5500.00	3488.00	3488.00	15560.00	15560.00
435	NO ITEM #	CAP AND PLUG 12 IN	1	EA	1652.50	1652.50	1000.00	1000.00	525.00	525.00	2500.00	2500.00	1300.00	1300.00	500.00	500.00
ALLOWANCES						0.00		0.00		0.00		0.00		0.00		0.00
500	NO ITEM #	SOILS AND CONCRETE TESTING	ALLOWANCE			2500.00		2500.00		2500.00		2500.00		2500.00		2500.00
505	NO ITEM #	PEDESTAL POLE 10 FT	ALLOWANCE			2500.00		2500.00		2500.00		2500.00		2500.00		2500.00
						0.00		0.00		0.00		0.00		0.00		0.00
TOTAL						\$347,192.89	TOTAL	441826.00	TOTAL	502447.40	TOTAL	579034.00	TOTAL	598887.50	TOTAL	652651.35

Item # 11

Attachment 001 per 1 in Page 3 of 3



City of Cartersville

**City Council Meeting
10/16/2014 1:00:00 AM
Purchase of Chevrolet Impalas & Malibu**

SubCategory:	Bid Award/Purchases
Department Name:	Garage
Department Summary Recommendation:	<p>The Police Department has two Chevrolet Impalas and one Chevrolet Malibu that were seized vehicles from the Drug Task Force and are no longer being used by them. The Garage Department would like to purchase these three vehicles at a cost of \$1,000 each to be used for spare vehicles when a city department has a vehicle in the shop or when a city employee goes out of town on city business. Since these three vehicles were paid for from DEA funds, the city would need to pay back the DEA account if the purchase is approved.</p> <p>The Garage Department will be selling three Ford Crown Victoria's to help offset some of the cost for this purchase. The three Crown Victoria's will be sold on Gov Deals later on this fiscal year and should bring in a minimum of \$500 per vehicle. I recommend approval to purchase the three Chevrolet vehicles and pay the Police Department DEA Account \$3,000 for this purchase.</p>
City Manager's Remarks:	This purchase would allow us to update the Garage Department fleet vehicles at a very low overall cost to the city budget.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
10/16/2014 1:00:00 AM
August 2014

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the August 2014 financial report along with the August 2014 supplemental financial information and cash position.
City Manager's Remarks:	Tom R. will present this information at the City Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY
As of August 31, 2014

C1 # used	FY 2013 - 14	FY 2014 - 15	FY 2013 - 14	FY 2014 - 15	100.00% OF BUDGET (Year to Date)
	MONTH OF August-13	MONTH OF August-14	Year to Date August-13	Year to Date August-14	
GENERAL FUND <i>excluding SPLOST, DBA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,468,730	\$1,735,148	\$2,805,039	\$3,213,605	13.29%
EXPENDITURE	\$1,413,526	\$1,523,667	\$3,087,644	\$3,227,062	13.34%
Gen. Fund Net Profit (Loss)	\$55,204	\$211,481	(\$282,605)	(\$13,457)	
WATER & SEWER					
REVENUE	\$1,162,507	\$1,400,203	\$2,484,726	\$2,799,635	18.21%
EXPENDITURE	\$1,090,471	\$1,016,166	\$2,350,445	\$2,286,228	14.87%
Wtr. & Swr. Fund Net Profit (Loss)	\$72,036	\$384,037	\$134,281	\$513,407	
GAS					
REVENUE	\$1,248,811	\$1,316,778	\$2,625,185	\$2,723,302	10.17%
EXPENDITURES	\$1,597,901	\$1,766,026	\$3,000,666	\$3,524,621	13.17%
Gas Fund Net Profit (Loss)	(\$349,090)	(\$449,248)	(\$375,481)	(\$801,319)	
ELECTRIC					
REVENUE	\$4,159,753	\$4,450,368	\$8,216,044	\$8,775,310	17.90%
EXPENDITURES	\$3,939,666	\$4,165,739	\$7,908,575	\$8,374,996	17.08%
Electric Fund Net Profit (Loss)	\$220,087	\$284,629	\$307,469	\$400,314	
STORMWATER					
REVENUE	\$107,353	\$109,204	\$214,584	\$219,564	13.35%
EXPENDITURE	\$126,506	\$84,397	\$191,995	\$149,138	9.07%
Stormwater Fund Net Profit (Loss)	(\$19,153)	\$24,807	\$22,589	\$70,426	
SOLID WASTE					
REVENUE	\$175,853	\$180,314	\$356,000	\$362,065	14.79%
EXPENDITURE	\$154,270	\$143,626	\$272,869	\$251,691	10.28%
Solid Waste Fund Net Profit (Loss)	\$21,583	\$36,688	\$83,131	\$110,374	
FIBER OPTICS					
REVENUE	\$172,211	\$153,837	\$306,046	\$293,175	15.93%
EXPENDITURE	\$150,869	\$128,707	\$233,896	\$227,981	12.39%
Fiber Fund Net Profit (Loss)	\$21,342	\$25,130	\$72,150	\$65,194	

	Description	Through 8-31-14	FY 2015 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$3,213,605	\$24,185,370	13.29%
	GO Bond Proceeds from School	\$0	\$1,477,500	0.00%
	Property Taxes-City Portion Only	\$45,441	\$7,329,320	0.62%
	Local Option Sales Tax (LOST)	\$689,787	\$3,549,240	19.43%
	Other Taxes	\$888,473	\$5,105,690	17.40%
	Building Permit & Inspection Fees	\$17,716	\$105,000	16.87%
	Fines and Forfeitures	\$142,468	\$800,000	17.81%
	Operating Transfers In-City Utilities	\$708,068	\$4,191,560	16.89%
	Other Revenues	\$721,652	\$1,627,060	44.35%
	Total Expenditures	\$3,227,063	\$24,185,370	13.34%
	Personnel Expenses	\$2,340,491	\$15,042,030	15.56%
	Operating Expenses	\$745,510	\$5,687,565	13.11%
	Capital Expenses	\$27,137	\$1,544,600	1.76%
	GO Bond Proceeds from School	\$0	\$1,455,475	0.00%
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
Library Appropriations	\$113,925	\$455,700	25.00%	
Water & Sewer Fund	Total Revenues	\$2,799,635	\$15,373,335	18.21%
	Water Sales	\$1,716,849	\$8,738,000	19.65%
	Sewer Sales	\$971,029	\$5,164,500	18.80%
	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	\$111,757	\$510,000	21.91%
	Total Expenditures	\$2,286,228	\$15,373,335	14.87%
	Personnel Expenses	\$495,804	\$3,297,270	15.04%
	Operating Expenses	\$355,868	\$3,280,650	10.85%
Capital Expenses	\$146,792	\$2,659,700	5.52%	
Transfer To General Fund	\$417,928	\$2,507,570	16.67%	
Debt Payments	\$869,836	\$3,628,145	23.97%	
Gas Fund	Total Revenues	\$2,723,302	\$26,770,995	10.17%
	Gas Sales	\$2,494,240	\$24,240,945	10.29%
	Gas Commodity Charge	\$188,697	\$1,245,000	15.16%
	Bond Proceeds	\$0	\$600,000	0.00%
	Proceeds from Capital Leases	\$0	\$25,050	0.00%
	Other Revenues	\$40,365	\$660,000	6.12%
	Total Expenses	\$3,524,621	\$26,770,995	13.17%
	Personnel Expenses	\$263,702	\$1,895,055	13.92%
	Operating Expenses	\$61,525	\$924,615	6.65%
	Purchase of Natural Gas	\$2,568,530	\$19,119,800	13.43%
Transfer to General Fund	\$587,470	\$3,524,825	16.67%	
Capital Expenses	\$43,394	\$1,306,700	3.32%	

Item # 13

	Description	Through 8-31-14	FY 2015 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$8,775,310	\$49,027,080	17.90%
	Electric Sales	\$8,546,945	\$47,723,090	17.91%
	Other Revenues	\$228,365	\$1,303,990	17.51%
	Total Expenses	\$8,374,996	\$49,027,080	17.08%
	Personnel Expenses	\$324,088	\$2,193,005	14.78%
	Operating Expenses	\$160,524	\$1,349,175	11.90%
	Purchase of Electricity	\$7,389,287	\$42,022,965	17.58%
	Capital Expenses	\$20,991	\$581,295	3.61%
	Transfer to General Fund	\$480,106	\$2,880,640	16.67%
	Stormwater Fund	Total Revenues	\$219,564	\$1,645,065
Stormwater Revenues		\$216,373	\$1,310,500	16.51%
Mitigation Grant Revenue		\$0	\$0	#DIV/0!
Other Revenues		\$3,191	\$12,565	25.40%
Proceeds from Capital Leases		\$0	\$122,000	0.00%
Prior Year Carryover		\$0	\$200,000	0.00%
Stormwater Improvement Funds		\$0	\$0	#DIV/0!
Total Expenses		\$149,138	\$1,645,065	9.07%
Personnel Expenses		\$77,640	\$651,235	11.92%
Operating Expenses		\$70,767	\$541,830	13.06%
Capital Expenses	\$731	\$452,000	0.16%	
Solid Waste Fund	Total Revenues	\$362,065	\$2,448,375	14.79%
	Refuse Collections Revenues	\$353,121	\$2,158,175	16.36%
	Other Revenues	\$8,944	\$50,200	17.82%
	Proceeds From Capital Leases	\$0	\$240,000	0.00%
	Total Expenses	\$251,691	\$2,448,375	10.28%
	Personnel Expenses	\$143,628	\$1,088,660	13.19%
	Operating Expenses	\$108,063	\$1,119,715	9.65%
Capital Expenses	\$0	\$240,000	0.00%	
Fiber Optics Fund	Total Revenues	\$293,175	\$1,839,960	15.93%
	Fiber Optics Revenues	\$268,593	\$1,730,215	15.52%
	GIS Revenues	\$17,300	\$104,000	16.63%
	Other Revenues	\$7,282	\$5,745	126.75%
	Total Expenses	\$227,981	\$1,839,960	12.39%
	Personnel Expenses	\$95,087	\$636,970	14.93%
	Operating Expenses	\$85,945	\$748,640	11.48%
	MEAG Telecom Statewide Pymt	\$38,056	\$228,335	0.00%
	Debt Payment to Electric Dept	\$0	\$83,015	0.00%
Capital Expenses	\$8,893	\$143,000	6.22%	

C1 # uenl

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				
Total Restricted Cash Balance	\$58,246,278.70	\$56,814,690.09	\$57,701,601.77				
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							