



City of Cartersville

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

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

COUNCILPERSONS:

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

AGENDA

Council Chambers, Third Floor of City Hall– 7:00

PM – 1/2/2020

Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. December 19, 2019 (Pages 1 - 8)

[Attachments](#)

B. Resolutions

1. Annual Update Adoption of CIE & STWP in Accordance with Impact Fee Requirements (Pages 9 - 28)

[Attachments](#)

2. Transfer of Old Fire Station, 19 North Erwin St (Pages 29 - 30)

[Attachments](#)

C. Other

1. ROW Deed of Dedication Havenwood Project (Pages 31 - 36)

[Attachments](#)

2. Endorsement Addendum for Water Maintenance Bond, Havenwood Project (Pages 37 - 41)

[Attachments](#)

D. Change Order

1. Historic Downtown Water Main Replacement Final Change Order (Pages 42 - 48)

[Attachments](#)

E. Contracts/Agreements

1. ARC MOA Amendment (Pages 49 - 56)

[Attachments](#)

2. Floyd County Corrections (Pages 57 - 63)

[Attachments](#)

3. Poolside Inc (Pages 64 - 72)

[Attachments](#)

F. First Reading of Ordinances

1. Tennis Court Reservations (Pages 73 - 74)

[Attachments](#)

G. Change Order

1. Fabric Duct Sock for Senior Aquatic Center (Pages 75 - 78)

[Attachments](#)

H. Other

1. Elections Invoice from Bartow County (Pages 79 - 80)

[Attachments](#)

I. Bid Award/Purchases

1. Highway 411 Bore Approval (Page 81)

[Attachments](#)

J. Other

1. Approval for RFP for Automated Metering Infrastructure System (Pages 82 - 97)

[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
1/2/2020 7:00:00 PM
December 19, 2019

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

City Council Meeting
 10 N. Public Square
 December 19, 2019
 5:30 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Roth.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Jayce Stepp, Council Member Ward Two Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, Assistant City Attorney.

Absent: Kari Hodge, Council Member Ward One and Gary Fox, Council Member Ward Five

II. Regular Agenda

A. Council Meeting Minutes

1. December 5, 2019 City Council Minutes

A motion to approve the December 5, 2019 City Council Meeting Minutes as presented was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

B. Appointments

1. Recreation Advisory Board

Tamara Brock, City Manager stated the Recreation Advisory Board has four members whose terms are expiring this year. The terms of Patrick Jones - Ward 2, Monique Hall - Ward 4, Ty Mitcham - Ward 6 and Rick Kollhoff - Mayor's appointee, will expire on December 31, 2019. All four members have stated they would like to continue serving.

If these Board members are reappointed, the new term expiration of Wards 2, 4 and 6 members will be December 31, 2023. The new term expiration for the Mayor's appointee will be December 31, 2021.

Motion to approve the members of the recreation advisory board was made by Council

Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 4-0.

2. Cartersville Development Authority

Mrs. Brock stated the Cartersville Development Authority has five members whose terms are expiring January 6, 2020. The five Authority members are Mike Fields, Tommy Strickland, Walter Mahone, Robert Dabbs and Ralph 'Sonny' Miller and have stated they would like to continue serving on the Authority.

If these Authority members are reappointed, their new term expiration would be January 6, 2025 as these are 5-year terms.

Motion to approve the Cartersville Development Authority members was made by Council Member Wren and seconded by Council Member Stepp. Motion carried unanimously. Vote: 4-0.

3. Convention and Visitors Bureau

Mrs. Brock stated Tom Shinall and the Honorable Jeffrey Watkins serve on the CVB Board and their current terms will expire on December 31, 2019. They would like to continue serving and if reappointed, their new terms will expire on December 31, 2021.

Motion to approve the Convention and Visitors Bureau members was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

4. Bartow-Cartersville 2nd Joint Development Authority

Mrs. Brock stated the current terms of Malcolm Cooley and David Caswell, who currently serve on the Bartow-Cartersville 2nd Joint Development Authority, will expire on December 31, 2019. They would like to continue serving and if reappointed, their new terms will expire December 31, 2023.

Motion to approve members to the Bartow -Cartersville 2nd Joint Development Authority was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 4-0.

C. Commendation/Recognition

1. Award Announcement

Lille Read, Downtown Manager stated the Northwest Georgia Travel Association held their annual legislative dinner on December 2nd. The Downtown Development Authority and Keep Bartow Beautiful were jointly awarded the "Tourism Product Development of the Year" award for the creation of the African American Heritage Trail of Bartow County.

D. Contracts/Agreements

1. Statewide Mutual Aid Agreement for Georgia

Chief Carter stated he respectfully requested positive consideration for the updated version of the Statewide Mutual Aid Agreement for Georgia. This is a request of Bartow County Emergency Management on behalf of the Georgia Emergency Management Agency. All municipalities within Bartow County have been asked to execute this document. This document is updated every four years and our latest document was executed in 2016. This agreement is the basis for our ability to request aid during a time of disaster, assist others and is the vehicle used for the potential recovery of funds during mitigation and recovery if an incident is declared a disaster. There are no significant changes from our 2016 agreement. This document in no way is to be a movement away from the centralized decision authority of the Mayor during a disaster, but does provide an avenue as a backup if needed.

Your approval of this Mutual Aid Agreement is sought and to allow all required staff and City officials to sign the agreement.

A motion to approve the Statewide Mutual Aid Agreement was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

E. Resolutions

1. James R. Stafford Donation

This item was removed from the agenda.

2. Watershed Protection Plan

Bob Jones, Water Department Head stated James R. Stafford has requested that, based on the sales price of the property conveyed to the City, and the price of the property across the street, that we acknowledge that he donated the difference on per acre value. A resolution to do so is attached for your consideration.

A motion to approve the Watershed Protection Plan was made by Council Member Wren and seconded by Council Member Stepp. Motion carried unanimously. Vote: 4-0.

F. Bid Award/Purchases

1. WTP – Filter Controls Integration

Mr. Jones stated on December 6, 2018, Council approved the Water Treatment Plant (WTP) Filters 1-3 & 7 Rehabilitation Project. Work on this project is progressing according to schedule. It is now time to begin the filter control system integration. MR Systems (MR) designed the current Supervisory Control and Data Acquisition (SCADA) system that monitors and controls vital plant functions. This computer system is critical to plant functionality. MR has been our exclusive vendor for this work for decades due to their knowledge of our system and the ability to get the plant up and operational in a timely manner.

We have elected to contract directly with MR as a sole source provider for this project to avoid the subcontractor mark-up which would be added by our general contractor. On this project, that is a savings of approximately \$85,000. MR has provided the attached cost proposal for \$570,418. Wiedeman and Singleton Engineers (WSE) has reviewed the proposal and has provided the attached letter of recommendation. I agree with their assessment and recommend approval of the MR proposal.

Motion to approve WTP – Filter Controls Integration St was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 4-0.

2. Geotechnical Analysis for Jimmy Don Crane Sewer

Mr. Jones stated the Water Department needs to conduct a subsurface geotechnical study of the proposed reroute of what is internally called the Jimmy Don Crane Sewer Project. This project will reroute an existing sewer which crosses Pettit Creek. The existing crossing has been undermined by the change in flow/route of the creek. We know from construction records of the existing sewer that there is rock in the area.

The study will delineate subsurface soil conditions along the proposed route. Knowing how much rock there is and at what depth it is located will aid in design of the project as well as preparing an accurate cost estimate. GeoHydro was asked to prepare a cost proposal for the needed work (see attached). Their proposed cost to complete the study is \$12,845. I recommend approval of this proposal.

Motion to approve the Geotechnical Analysis for Jimmy Don Crane Sewer was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

3. WTP – High Service Pump Building #2 Roof Repair

Mr. Jones stated the roof of the High Service Pump Building #2 (HSPB#2) has been leaking for some time. This building houses our two largest capacity pumps and associated electrical switchgear. We have exhausted efforts to patch the roof and now need to replace it. Quotes were requested from the following for a replacement roof:

Elite Roofing	\$24,000.00
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All Top Roofing	\$31,375.00
Bartow Roofing LLC	\$39,890.00

It is recommended for approval the Elite Roofing bid in the amount of \$24,000.00.

Motion to approve WTP – High Service Pump Building #2 Roof Repair was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 4-0.

4. WPCP – Grit Chamber #1 Repair Parts

Mr. Jones stated the Water Pollution Control Plant (WPCP) uses two aerated grit chambers to remove sand and grit prior to downstream treatment processes. Removal grit reduces wear on downstream equipment and is an essential step in proper sewage treatment. Grit Chamber Number 1 (GC1) broke two weeks ago. We have made several temporary repairs in that time which worked for a short period. Rather than continuing to make piecemeal repairs, I would like to direct our time and resources to a full rebuild of the system.

A request was made to WSG Solutions for all chain, wear shoes, buckets and associated hardware. They have provided the attached quote in the amount of \$28,656.00 for these items. I recommend approval of this quote as a sole source provider for the same reasons as in 2017 when GC2 was rebuilt. The paragraph below is from the 2017 memo to Council on the same topic:

I would like to sole source the chain for this repair to WSG Solutions. Chain is a normal wear item and has been replaced multiple times over the 40+ year life of this equipment. Based on lifespan, reliability and experience with other vendors I believe that WSG provides a superior product with a longer lifespan and greater durability. This opinion is based on both chambers being rebuilt one year apart. The WSG chain installed in 2012 shows little to no visible signs of wear. A photo showing typical wear on a links of the #2 Grit Chamber chain installed in 2011 is attached. The links are completely worn through in places and extremely thin everywhere else.

Motion to approve WPCP – Grit Chamber #1 Repair Parts was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 4-0.

5. WPCP – Flyt Mixer Repair

Mr. Jones stated the ongoing Nutrient Removal Upgrade Project at the Water Pollution Control Plant (WPCP) has progressed to work upon existing structures. Any equipment that can be salvaged from these existing structures is returned to the City. Last week a Flygt 4660 submersible mixer was removed from Bioreactor #1. The mixer has been evaluated by Flygt and found to be salvageable. Flygt can rebuild the unit for \$9,837.80. A new unit costs \$30,557.00 by comparison.

I recommend approval of the rebuild proposal from Xylem/Flygt in the amount of

\$9,837.80. This unit will serve as a spare for the other six (6) submersible units currently in use throughout the plant.

Motion to approve the WPCP – Flyt Mixer Repair was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 4-0.

6. Chubb Cancer Insurance Policy

Dan Porta, Assistant City Manager stated the annual cancer insurance policy for firefighters as required by the State legislature is up for renewal. The recommended renewal is through Chubb Insurance at an annual premium of \$14,688.00.

Motion to approve the Chubb Cancer Insurance Policy was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

7. GMA Membership Dues

Mrs. Brock stated the annual membership dues for the Georgia Municipal Association (GMA) are in the amount of \$7,073.19 and are recommended for Council approval.

Motion to approve the GMA Membership Dues was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

8. Talon Software for Transco Pipeline

Michael Hill, Gas Department Head stated this was previously approved by Council on November 21, 2019, to be ordered from Equipment Controls. Since then, it has been stated that we cannot order through them, and have to go straight to Eagle Research in order for the warranties and maintenance to be handled correctly. Please rescind the previous agenda item and replace it with this one.

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

Motion to rescind the previous approval on 11/21 to that awarded to Equipment Controls Company approve software purchase from Eagle Research Corporation was made by Council Wren and seconded by Council Member Stepp. Motion carried unanimously. Vote: 4-0.

G. Monthly Financial Statement
1. October 2019 Financial Report

Tom Rhinehart, Finance Department Head went over the financial report comparing the budget from October 2018 to October 2019.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting

1/2/2020 7:00:00 PM

Annual Update Adoption of CIE & STWP in Accordance with Impact Fee Requirements

SubCategory:	Resolutions
Department Name:	Planning and Development
Department Summary Recommendation:	Cartersville adopted Impact Fees in the last quarter of 2006 which went into effect in January 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan as we collect said impact fees and/or have an adopted impact fee ordinance. As you are aware, we held the required public hearing for the updated information on November 7, 2019, and Council approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They approved the document, and we are required to formally adopt it. Staff recommends that Council approve this resolution adopting the Annual Update.
City Manager's Remarks:	This is an annual requirement from DCA in order for the city to remain in compliance with the Development Impact Fee Regulations and I recommend approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

ADOPTION RESOLUTION

Capital Improvements Element

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

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element and Short Term Work Program; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 7, 2019 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

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

ADOPTED THIS DAY, THE 2nd OF JANUARY, 2020.

Mayor, City of Cartersville, Georgia

ATTEST:

City Clerk

Capital Improvements Element 2019 Annual Update:

Financial Report & Short Term Work Program

City of Cartersville, GA
AS ADOPTED 01/02/2020

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

According to the Compliance Requirements, the Annual Update:

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

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

Financial Report

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

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

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

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

Schedule of Improvements

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

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

According to DCA’s requirements,² the STWP must include:

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

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

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

² Chapter 110-12-1-.05(2)(c)(i).

IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA **Fiscal Year 2019**

Cartersville, GA	Annual Impact Fee Financial Report - Fiscal Year 2019							
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Administration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Collected (July 1, 2018 through June 30, 2019)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal: Fee Accounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income July 1, 2018 through June 30, 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fee Fund Balance June 30, 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Encumbered	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00

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

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

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

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

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

2019-2023 SHORT TERM WORK PROGRAM CITY OF CARTERSVILLE, GA

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Economic Development								
Continue to participate in the BCJDA and BC2JDA, equally with the County, and implement applicable components of the Economic Development Strategy, including: 1. Retain / Expand Existing Industries & Attract New Ones 2. Improve Tax Digest per FTE 3. Develop Industrial Property 4. Implement the Comprehensive Financing & Administrative Plan 5. Support Workforce & Community Development	X	X	X	X	X	n/a	General Fund	Bartow-Cartersville Joint Development Authority (BCJDA), Bartow-Cartersville Second Joint Development Authority (BC2JDA) City Council, Commissioner,
Support collaboration among secondary and post-secondary education partners with each other and with employers, in regard to specialized job training programs and venues.	X	X	X	X	X	n/a	General Fund	BCJDA, Chamber

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric, BCJDA
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

Natural and Historic Resources

Update Historic Preservation Design Standards	X	X	X			n/a (in house)	General Fund	City Council, Planning
Update Historic Resource Survey	X	X	X			TBD	General Fund, Grant	City Council, Planning
Continue to monitor the status of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning

Community Facilities

Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council
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Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Automated Airport Weather System			X			\$220,000	Federal & State Grants	CMO

Public Works

Develop a long-range comprehensive transportation plan	X	X				Per MPO allotment	MPO	MPO Policy and Technical committees
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$76000 match for LMIG	SPLOST	Public Works
Douthit Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Right-of-way acquisition and utility relocation)				X		\$9,000,000	2020 SPLOST	Public Works
Equipment replacement	X	X	X	X	X	Variable	General Fund	Public Works

Stormwater Division

MS4 Compliance	X	X	X	X	X	\$50,000/yr	General Fund, Stormwater Revenue	Stormwater Division
Railroad Ditch Improvements	X	X	X	X	X	\$100,000	General Fund, Stormwater Revenue	Stormwater Division
Cook Street Culvert Removal	X					\$235,000	SPLOST, Stormwater Revenue	Stormwater Division

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Terrell Heights Drainage		X				\$150,000	Stormwater Revenue	Stormwater Division
Erwin-Leake Street Detention/Flood control		X	X			\$250,000	Stormwater Revenue	Stormwater Division
Downtown Flood Study				X		\$50,000	Stormwater Revenue	Stormwater Division

Fire Department

Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
Replace Tower Truck		X				\$1,250,000	2020 SPLOST	Fire Department

Police Department

Relocation of firing range/training center to City's Wade Rd property				X		\$2,500,000	SPLOST	Police Department
Replace police patrol units – on going	X	X	X	X	X	\$240,000/yr	Federal asset forfeiture funds	Police Department
Continue Crime Mapping-on going relative to the potential new RMS system	X	X	X	X	X	\$29,000/yr	General Fund	Police Department
Replace ALL Protective vests - ongoing	X	X	X	X		\$10,000/yr	General Fund	Police Department

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Library

Collection Materials	X	X	X	X	X	\$552,438	General Fund	Library
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Parks & Recreation

Purchase/Develop Northside park land & development			X	X	X	\$2,825,000	2020-SPLOST	Parks and Recreation
Replacement of Pool Pak & Boiler at Senior Aquatic Center		X				\$400,000	General Fund	Parks and Recreation
Goodyear Clubhouse Renovation			X	X		\$300,000	General Fund	Parks and Recreation
Restrooms/Pavilion @ Pine Mt. Recreation Area – West Trailhead		X				\$150,000	General Fund/Grant	Parks and Recreation
Restroom/Pavilion @ Leake Mounds Trailhead			X			\$150,000	General Fund/Grant	Parks and Recreation
Dellinger Park Trail Renovation	X					\$100,000	Park Bond	Parks and Recreation
Dellinger Park Perimeter Fence Replacement				X	X	\$100,000	General Fund	Parks and Recreation
Dellinger Park Tennis Courts renovation/resurfacing	X					\$350,000	General Fund/Park Bond	Parks and Recreation

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a (implementation is cumulative from stated projects in STWP list)	General Fund, GDOT Grant, Park Bond	Parks and Recreation
Cartersville Sports Complex Field Lighting (F#3 & F#4)	X					\$250,000	Park Bond	Parks and Recreation
Dellinger Park Tennis Lighting (Ct.6-7, 13-14) & Basketball Ct Lighting	X					\$100,000	Park Bond	Parks and Recreation

School System

Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X					n/a	School Board	Cartersville School System
Continue to monitor need for construction funds for a new primary school to support the Carter Grove development.	X	X	X	X	X	n/a	School Board	Cartersville School System

Electrical Utilities

Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)
Area Lighting upgrades to LED	X	X	X	X	X	\$75,000/YR	Electric Revenue	Electric Utility

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Vehicle Replacement	X	X	X	X	X	\$1,074,00	Electric Revenue	Electric Utility
Beauflor Phase 2		X				\$300,000	Electric Revenue	Electric Utility
Main St. Marketplace Distribution – Final Phase		X				\$72,000	Electric Revenue	Electric Utility
New Highland 75 Customer		X				\$80,000	Electric Revenue	Electric Utility
Electric System Study		X				\$120,000	Electric Revenue	Electric Utility
Advanced Metering Infrastructure (AMI)	X	X	X	X	X	\$1.5M	Electric Revenue & Reserves	Electric Utility
Traffic Signal Refurbishments	X	X	X			\$90,000	Electric Revenue	Electric Utility
Underground Cable Relocation – Cass White RD			X			\$20,000	Electric Revenue	Electric Utility
Various reconductoring projects to upgrade older lines to current standards	X	X	X	X	X	\$15,000/YR	Electric Revenue	Electric Utility
Main St/Center Rd. tie-line		X	X			\$235,000	Electric Revenue	Electric Utility
Tie line from substation #4 to Substation #12		X				\$85,000	Electric Revenue	Electric Utility
Tie line from Substation #5 to Substation #1	X					\$7,000	Electric Revenue	Electric Utility
Highland 75 – Feed from new Substation into Highland 75 for dual feed	X	X				\$90,000/YR	Electric Revenue	Electric Utility

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
HPS to LED street lighting conversion	X	X	X	X	X	\$60,000/YR	Electric Revenue	Electric Utility

Gas Utilities

Cassville-White Road Widening: I-75 to Old Grassdale Road (Bartow County) - 4" HP steel relocation	X	X				\$100,000	Gas Revenue	Gas System
Williams (Transco) Delivery Point: Metering & odorizing station (delivery point) in South Bartow	X					\$3,500,000	Gas Revenue	Gas System
Williams (Transco) Main Extension: 12" HP steel extension	X					\$3,500,000	Gas Revenue	Gas System
S.R. 113/Old Alabama Rd Relocation-Pumpkinvine Creek to C.R. 699: 2", 4" & 8" relocation	X	X				\$435,000	Gas Revenue	Gas System
Toyo Tire North America/Zion Road Development Area: Great Valley Parkway to Pettit Creek - 8" HP steel extension	X	X	X	X	X	\$500,000	JDA Funds	Gas System
Rowland Springs Road P.E. Extension - 6" P.E. extension, Dean Road to McCaskey Creek Road	X					\$35,000	Gas Revenue	Gas System
Highland 75 – 6" HP steel extensions (internal)	X	X	X	X	X	\$575,000	JDA Funds	Gas System
Gilreath Road/Peeples Valley Road 6" HP Loop	X	X				\$75,000	Gas Revenue	Gas System
CS/1054/Douthit Ferry Rd from Old Alabama Rd to CS SR61/SR113 CSSTP-0007-00(494)		X	X			\$350,000	Gas Revenue	Gas System

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
GDOT Road Relocations	X					\$125,000	Gas Revenue	Gas System
District Regulating Station Renewals	X	X	X	X	X	\$125,000	Gas Revenue	Gas System

Water & Sewer Department

Replace Kohl's High Pressure Pump Station			X			\$2,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
12" Water Main – Jones Mill to Pine Vista (1.5 miles)				X		\$2,250,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Crestwood S/D				X		\$1,800,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Jordan Pines			X			\$600,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Rogers Station	X					\$1,300,000	Water & Sewer Revenue, Debt	Water & Sewer Department
West Avenue Water Main Replacement			X			\$1,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department

Short Term Work Program

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Downtown Water Main Replacement – Phase 2			X			\$1,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Continue loop of City with 36" line from Old Mill to Mission Rd.				X		\$4,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Water line – 10" replacement on Cherokee from Erwin Street to Cassville Road (~2,000 ft)			X			\$850,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Fire Hydrant Replacement Program	X	X	X	X	X	\$20,00/YR	Water & Sewer Revenue, Debt	Water & Sewer Department
Water meter change out	X	X				\$25,000/year	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace asbestos cement main from Zena Dr to County Meter Pit (~2,000 feet – 12")			X			\$500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Nutrient removal upgrade at waste water treatment plant	X	X				\$33,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Rehabilitate Filters 1 – 3 & 7 at WTP	X					\$2,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Sewer Inflow & Infiltration Elimination Program	X	X	X	X	X	\$60,000/YR	Water & Sewer Revenue, Debt	Council, Water & Sewer Department
Mission Rd Sewer Replacement – Phase 3		X				\$1,500,000	Water & Sewer Revenue, Debt	Council, Water & Sewer Department

Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Housing

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

Land Use

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
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Project Description	2020	2021	2022	2023	2024	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Follow up on Hotel/motel code enforcement compliance	X					n/a	General Fund	Planning
Investigate opportunities to increase housing in the downtown area	X					n/a	General Fund	City Council, Planning
Identify strategies and recommended improvements as outlined in the adopted 2010 Urban Redevelopment Plan for North Towne, North west Industrial and South Industrial areas	X	X				n/a	General Fund	City Council, Planning
Refine, and create an Overlay District for the Tennessee Street Corridor		X	X			\$11,000	General Fund	City Council, Planning
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design.	X	X				variable	Grants, General Fund	DDA, City Council,
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA
Continue "Quiet Zone" efforts.	X	X	X	X	X	\$2,500,000	2020 SPLOST	Engineering, DDA, Council



City of Cartersville

City Council Meeting
1/2/2020 7:00:00 PM
Transfer of Old Fire Station, 19 North Erwin St

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	The attached resolution authorizes the transfer of the old fire station at 19 North Erwin Street to the Cartersville Building Authority as the Authority is willing to coordinate the rehabilitation of the property. The resolution states that an intergovernmental agreement be entered between the City and the Authority in regard to the City's and Authority's responsibilities for the property.
City Manager's Remarks:	The resolution authorizing the transfer of the old fire station at 19 North Erwin Street to the Cartersville Building Authority is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO: _____**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING THE TRANSFER OF THE OLD FIRE STATION AT 19 NORTH ERWIN STREET TO THE CARTERSVILLE BUILDING AUTHORITY**

WHEREAS, the City of Cartersville is desirous that the old fire station at 19 North Erwin Street, Cartersville, Georgia being the building footprint and parcel over in front of the loading bays ("Property") be rehabilitated and renovated; and

WHEREAS, the Cartersville Building Authority is willing to coordinate the rehabilitation of said Property; and

WHEREAS, in furtherance of said goal to rehabilitate the Property, the Mayor and City Council desire to transfer the Property to the Cartersville Building Authority; and

WHEREAS, the Mayor and City Council deem it in the best interest of the City of Cartersville to transfer said Property to the Cartersville Building Authority; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

- 1) that a survey of the Property be performed;
- 2) that the Property be transferred to the Cartersville Building Authority; and
- 3) that an intergovernmental agreement be entered into between the City of Cartersville and Cartersville Building Authority in regard to the City's responsibility for property insurance and general maintenance of the Property in exchange for the Cartersville Building Authority managing the Property. Additionally, in the end, if the Cartersville Building Authority is unable to rehabilitate the Property, or the Property is no longer leased by the Cartersville Building Authority to an end user, said Property shall revert to the City of Cartersville.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of _____, 20__.

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

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



City of Cartersville

City Council Meeting
1/2/2020 7:00:00 PM
ROW Deed of Dedication Havenwood Project

SubCategory:	Other
Department Name:	Public Works
Department Summary Recommendation:	The right of way deed of dedication is to dedicate a 0.041 acre right of way to the City for the Havenwood project. This request is for Council to approve the deed of dedication and approval of the Mayor and City Clerk to sign the same.
City Manager's Remarks:	This is recommended for City Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
Title Examination Not Performed

**STATE OF GEORGIA
COUNTY OF BARTOW**

RIGHT OF WAY DEED OF DEDICATION

THIS INDENTURE, made this ____ day of _____, 20____, between,

HAVENWOOD CARTERSVILLE, LP,

a Georgia limited partnership, as party or parties of the first part, hereinafter called
Grantor, and

CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits). The words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

W I T N E S S E T H

FOR AND IN CONSIDERATION of the sum of **TEN and 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, dedicated, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

[3175949/2]

1

All that tract or parcel of land lying and being Land Lot 191 of the 4th District, 3rd Section of the City of Cartersville, Bartow County, Georgia, containing a 0.041 acre right-of-way, being entitled "Right-of-Way to be dedicated to the City of Cartersville" on the Right-of-Way and Easement Plat prepared for the City of Cartersville by Gene W. Webb, G. R. L. S. No. 2923, on June 17, 2019 and recorded in Plat Book 2019, Page 307 in the office of the Clerk of Superior Court, Bartow County, Georgia

This deed is given to dedicate the described right of way and related infrastructure to the City of Cartersville, as indicated on said plat. As a condition to grantee's acceptance hereof, grantor must, and does hereby, agree to maintain said roads and easements as required by the City of Cartersville for a period of one year commencing with the acceptance hereof by grantee, as evidenced below.

The Grantor his/her successors and assigns, shall agree to hold the City of Cartersville harmless and indemnify the city from all liabilities, claims, suits, injuries or actions arising from defects in design, installation and/or maintenance of said infrastructure during the twelve-month maintenance period.

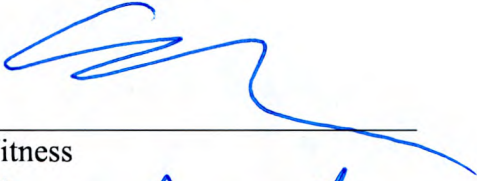
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

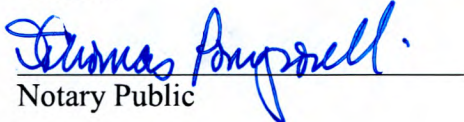
[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:



Witness



Notary Public

[NOTARY SEAL]



GRANTOR:

HAVENWOOD CARTERSVILLE, LP,
a Georgia limited partnership

By: Bartow Housing LC, LLC,
a Georgia limited liability company

Its: General Partner

By:  (SEAL)
Maxwell Elbe, Manager

-SIGNATURES CONTINUED ON NEXT PAGE-

**ACCEPTED THIS _____ DAY OF _____, 20____, BY THE CITY OF
CARTERSVILLE, GEORGIA.**

Attested to by:

MATTHEW J. SANTINI, MAYOR

MEREDITH ULMER, CITY CLERK

1278182067
PARTICIPANT ID
BK:2019 PG:307-307

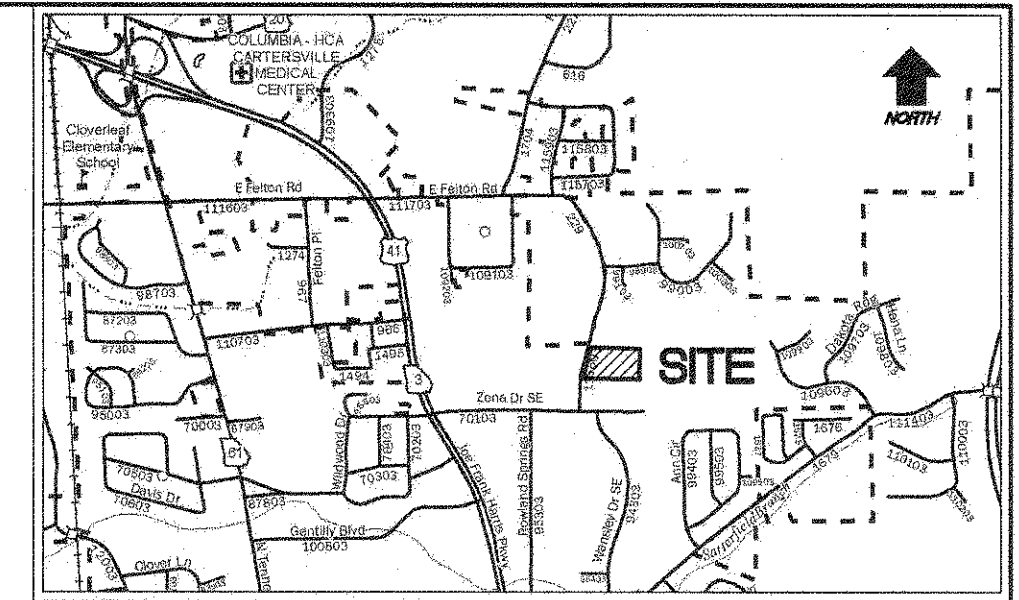
P2019000294

FILED IN OFFICE
CLERK OF COURT
12/05/2019 01:48 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

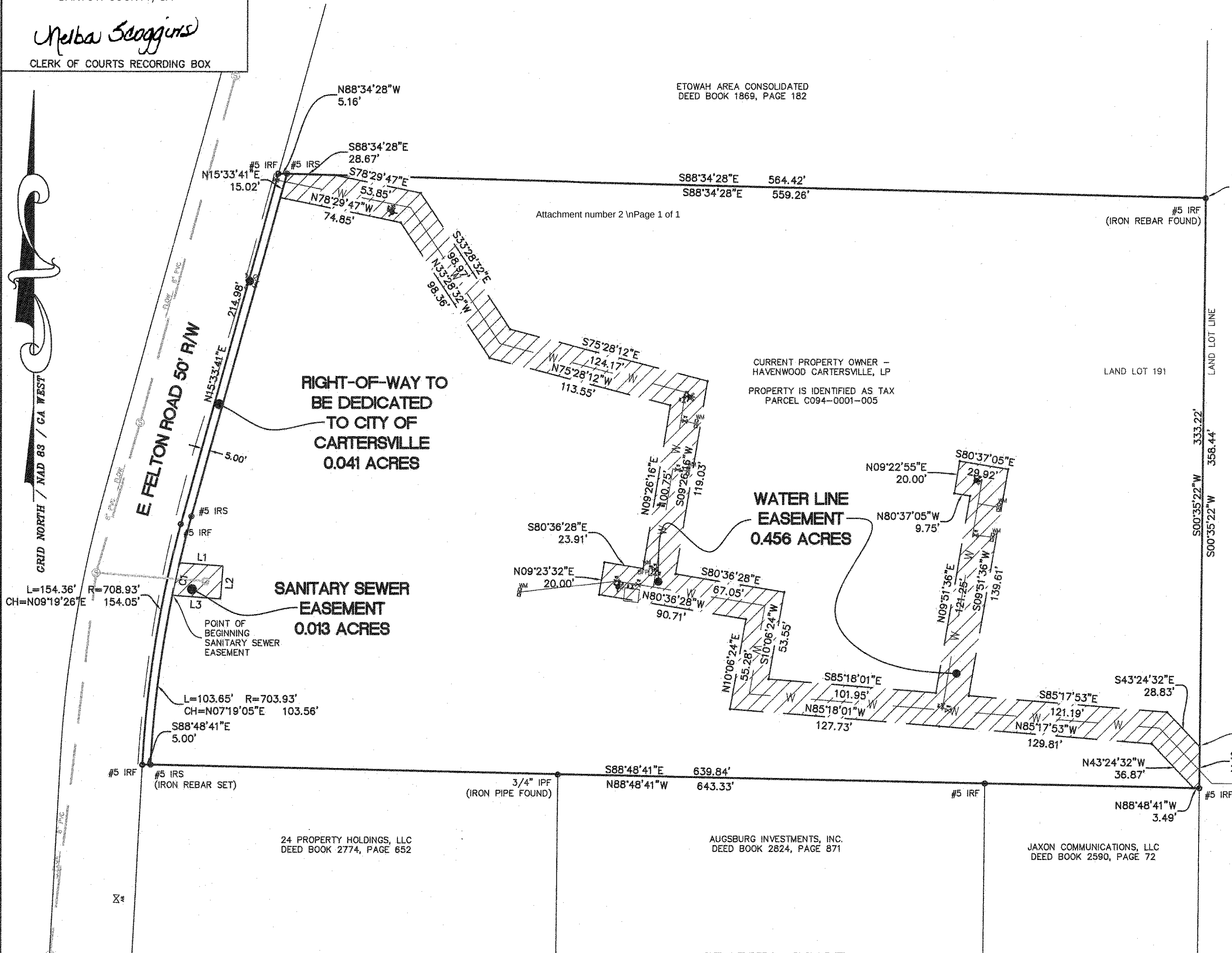
Melba Scoggins
CLERK OF COURTS RECORDING BOX

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S85°47'32"E	26.59'
L2	S04°12'28"W	20.00'
L3	N85°47'32"W	29.46'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	20.20'	703.93'	N12°21'31"E	20.20'



LOCATION MAP



POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE
CERTAIN 5.04 ACRE TRACT
OF LAND AS RECORDED IN
PLAT BOOK 58 PAGE 80

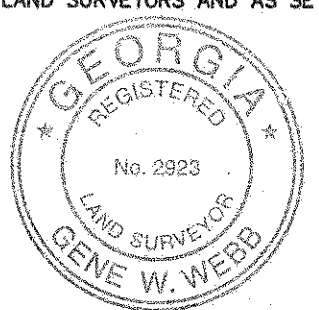
SURVEY DATA
E.O.C. PLAT: 1 IN 265,275
E.O.C. FIELD: 1 IN 397,767
ANGULAR ERROR: 07" PER ANGLE POINT
ADJUSTED BY: COMPASS RULE
EQUIPMENT USED: TOPCON GTS 223
REFERENCE DEED(S): D.B. 2995 PG. 588

BARTOW COUNTY
DEED BOOK 626, PAGE 18

SURVEYOR CERTIFICATION:
THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT
REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING.
RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL
JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR
REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT
COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN
GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD
OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET
FORTH IN O.C.G.A. SECTION 15-6-67.

Gene W. Webb
GENE W. WEBB
GA. REG. LAND SURVEYOR NO. 2923
LANIER ENGINEERING, INC.
GA. LAND SURVEYING FIRM NO. 991

12/05/19
DATE



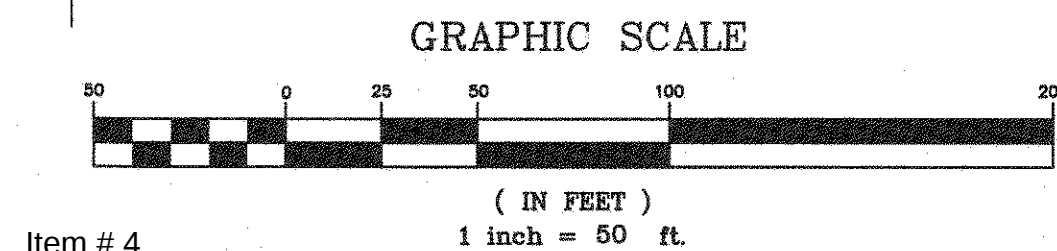
POINT OF
BEGINNING
WATERLINE EASEMENT
S00°35'22"W
25.22'

RIGHT-OF-WAY AND EASEMENT PLAT
PREPARED FOR THE CITY OF CARTERSVILLE
PART OF LAND LOT 191, FORTH LAND DISTRICT, THIRD SECTION
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

LANIER
ENGINEERING INC.

1504 W. THIRD AVENUE ALBANY, GEORGIA
31707 (229) 438-0522 FAX (229) 438-0921
EMAIL GWEBB@LANIER-ENGINEERING.COM

SURVEYED	DSG	SCALE	1" = 50'	PROJ. NO.	17086	DATE	09/17/19	SHEET NUMBER
DRAWN	EW	CHECKED		DWG	17086EASE	SUR. DATE	11/14/17	1 OF 1





City of Cartersville

City Council Meeting

1/2/2020 7:00:00 PM

Endorsement Addendum for Water Maintenance Bond, Havenwood Project

SubCategory:	Other
Department Name:	Water Department
Department Summary Recommendation:	The attached endorsement is an addendum to the maintenance bond for this project. The original maintenance bond only listed water and the endorsement corrects the maintenance bond to read both "water & sewer". This endorsement needs to be approved by Council and signed by the Mayor.
City Manager's Remarks:	This addendum will correct the wording to state both "water and sewer" and is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Bond Number :
PB11575900042

ENDORSEMENT

To be attached to and form a part of **Maintenance Bond PB11575900042** Bond, issued by the undersigned company, as Surety on behalf of **Havenwood Cartersville, LP** as Principal, in favor of **The City of Cartersville, Georgia** as Obligee,

Effective **12/17/2019**, the Principal and the Surety hereby agree to amend the attached bond as follows:

The following sentence in Paragraph Two will be deleted in its entirety and replaced with the following: WHEREAS, the principal entered into a written contract with the Obligee for the Maintenance of Water and Sewer at Havenwood Cartersville at East Felton Road in Cartersville, Georgia

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: December 17, 2019

By: *Max Elbo* (Principal)

*Havenwood Cartersville, LP, by Max Elbo,
Manager Bartow Housing CC, LLC,
General Partner of Havenwood Cartersville, LP*

(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

Philadelphia Indemnity Insurance Companies
(Surety)

By: _____

Scott W. Weiler
Scott W. Weiler, Attorney In Fact

Endorsement Number: **ONE**

DIRECT CORRESPONDENCE TO:

Philadelphia Indemnity Insurance Companies, 251 S. Lake Avenue, 3rd FL Pasadena CA 91101
PHONE (626) 639-1321

Item # 5

175

PHILADELPHIA INDEMNITY INSURANCE COMPANYOne Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **H. Smith McGehee, Robert McGehee, William Rowe and Scott W Weiler of Smith McGehee LLC.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

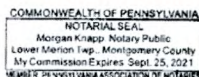
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17 day of Dec, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Item # 5



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

MAINTENANCE BOND

Bond Number: PB1157590042

KNOW ALL MEN BY THESE PRESENTS:

THAT, Havenwood Cartersville, L.P. as Principal and Philadelphia Indemnity Insurance company, a Corporation duly authorized to transact general surety business in the State of Georgia as Surety, are held and firmly bound unto the City of Cartersville, Georgia for the sum of Sixty Seven Thousand and 00/100 Dollars (\$67,000.00), lawful money of the United States, for the payment of which, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a written contract dated with the Oblige for Maintenance of Sewer at Havenwood Cartersville at East Felton Road in Cartersville, Georgia. and; WHEREAS, the said Principal is required to post a bond to protect the said Oblige against the result of faulty material or workmanship for a period of one year from and after the date of acceptance of said work;

NOW, THEREFORE, if the said Principal shall for a period of 2 Maximum year(s) from and after the date of acceptance of said work, replace any and all defects arising in said work; whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 22nd day of October, 2019.

Max ELC
Principal

By: Maxwell E. Elbo, Manager of General Partner of Havenwood Cartersville, LP

Philadelphia Indemnity Insurance Company
Surety

By: Scott W. Weiler
Scott W. Weiler, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **H. Smith McGehee, Robert McGehee, William Rowe and Scott W Weiler of Smith McGehee LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

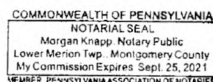
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22 day of Oct, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Item # 5



City of Cartersville

City Council Meeting

1/2/2020 7:00:00 PM

Historic Downtown Water Main Replacement Final Change Order

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	On November 1, 2018, Council authorized the construction of the Historic Downtown Water Main Replacement Project and that project is now complete. The original construction contract was awarded to RDJE Inc. in the amount of \$1,397,102.40. This final change order will reduce the contract amount by \$338,552.61 for a final construction cost of \$1,057,473.79. I recommend approval of the change order.
City Manager's Remarks:	This is a reduction in the overall cost for this project and the Water & Sewer Department are to be commended for keeping an eye on this project and coming in under budget. This change order is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**FINAL SUMMARY CHANGE ORDER
NOVEMBER 18, 2019**

RECEIVED
NOV 27 2019

TURNIPSEED ENGINEERS

OWNER: CITY OF CARTERSVILLE, GEORGIA

**PROJECT: WATER SYSTEM IMPROVEMENTS
HISTORIC DOWNTOWN
PROJECT NO. 151998**

CONTRACTOR: RDJE, INC.

For furnishing all materials and performing all labor necessary for constructing the Water System Improvements as shown on the Drawings and as specified for the following prices and approximate quantities shown:

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT COST	TOTAL COST	INSTALLED AMOUNT	AMOUNT TO DATE	DIFFERENCE
1. DUCTILE IRON WATER LINE THICKNESS CLASS 350								
a.	1,780	LF	12" Pipe Line	\$231.00	\$411,180.00	1,755	\$405,405.00	(\$5,775.00)
b.	20	LF	10" Pipe Line	\$180.00	\$3,600.00	0	\$0.00	(\$3,600.00)
c.	10	LF	8" Pipe Line	\$305.00	\$3,050.00	2	\$610.00	(\$2,440.00)
d.	30	LF	6" Pipe Line / F.H. Lead	\$162.00	\$4,860.00	42.5	\$6,885.00	\$2,025.00
2. DUCTILE IRON RESTRAINED JOINT WATER LINE								
a.	20	LF	12" Pipe Line	\$235.00	\$4,700.00	0	\$0.00	(\$4,700.00)
b.	55	LF	6" Pipe Line / F.H. Lead	\$180.00	\$9,900.00	15	\$2,700.00	(\$7,200.00)
3.	10	LF	2" PVC SDR 21 PIPE LINE	\$161.00	\$1,610.00	0	\$0.00	(\$1,610.00)
4.	4.4	TON	MECHANICAL JOINT FITTINGS	\$1.00	\$4.40	1.70	\$1.70	(\$2.70)
5.	30	CY	CONCRETE BLOCKING	\$500.00	\$15,000.00	18.5	\$9,250.00	(\$5,750.00)
6. RESILIENT SEATED GATE VALVES								
a.	12	EA	12" G.V. and V.B.	\$3,353.00	\$40,236.00	8	\$26,824.00	(\$13,412.00)
b.	1	EA	8" G.V. and V.B.	\$2,066.00	\$2,066.00	2	\$4,132.00	\$2,066.00
c.	9	EA	6" G.V. and V.B.	\$3,003.00	\$27,027.00	5	\$15,015.00	(\$12,012.00)
d.	1	EA	2" B.V. and V.B.	\$1,310.00	\$1,310.00	1	\$1,310.00	\$0.00
7.	5	EA	FIRE HYDRANT (INCLUDING FITTINGS, HYDRANT TEE, LOCKED HYDRANT ADAPTOR AND CRUSHED STONE)	\$4,590.00	\$22,950.00	5	\$22,950.00	\$0.00
8. RECONNECT OR CONNECT TO EXISTING LINES (INCLUDING ABANDONMENT OF EXISTING LINES)								
a.	3	EA	12" Connection	\$5,450.00	\$16,350.00	1	\$5,450.00	(\$10,900.00)
b.	2	EA	10" Connection	\$5,450.00	\$10,900.00	2	\$10,900.00	\$0.00
c.	1	EA	8" Connection	\$5,450.00	\$5,450.00	1	\$5,450.00	\$0.00



ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT COST	TOTAL COST	INSTALLED AMOUNT	AMOUNT TO DATE	DIFFERENCE
d.	2	EA	6" Connection	\$5,450.00	\$10,900.00	1	\$5,450.00	(\$5,450.00)
e.	1	EA	2" Connection	\$1,818.00	\$1,818.00	2	\$3,636.00	\$1,818.00
9.	1	EA	4" FREE BORE (INCLUDING 4" PVC PIPE)	\$1,975.00	\$1,975.00	1	\$1,975.00	\$0.00
10.	1,915	LF	POLYETHYLENE ENCASEMENT FOR DUCTILE IRON PIPE	\$2.50	\$4,787.50	530	\$1,325.00	(\$3,462.50)
11.	15	CY	FLOWABLE FILL / CELLULAR CONCRETE FOR ABANDONED LINES	\$525.00	\$7,875.00	15.3	\$8,032.50	\$157.50

12. SERVICE CONNECTIONS AND RECONNECTIONS								
a.	1	EA	2" Service Connection (Labor Only/Owner Providing Materials)	\$330.00	\$330.00	2	\$660.00	\$330.00
b.	8	EA	1" Service Connection (Including Pipe Saddle, Corporation Stop, Curb Stop, Yoke, Backflow Preventer and Meter Boxes)	\$1,135.00	\$9,080.00	3	\$3,405.00	(\$5,675.00)
c.	20	EA	¾" Service Connection (Including Pipe Saddle, Corporation Stop, Curb Stop, Yoke, Backflow Preventer and Meter boxes)	\$1,075.00	\$21,500.00	15	\$16,125.00	(\$5,375.00)
d.	3	EA	Water Meter Abandonment	\$220.00	\$660.00	0	\$0.00	(\$660.00)
e.	30	LF	2" PVC Service Line	\$23.00	\$690.00	0	\$0.00	(\$690.00)
f.	650	LF	1" Copper Service Line	\$27.75	\$18,037.50	55	\$1,526.25	(\$16,511.25)
g.	480	LF	¾" Copper Service Line	\$26.40	\$12,672.00	210	\$5,544.00	(\$7,128.00)
h.	1	EA	Service Bore	\$1,610.00	\$1,610.00	0	\$0.00	(\$1,610.00)
i.	286	LF	Grassing Service Line	\$9.00	\$2,574.00	0	\$0.00	(\$2,574.00)

13. REMOVE AND REPLACE GRAVITY SEWER								
a.	74	LF	12" Ductile Iron Pipe Line with Protecto 401 Lining (Including Removal of All Existing Pipe)	\$585.00	\$43,290.00	84	\$49,140.00	\$5,850.00
b.	11.5	VF	Install 4'-0" Diameter Precast Concrete Manhole (Including Base, Riser, Cone, Bedding and Exterior Coating)	\$1,485.00	\$17,077.50	11.5	\$17,077.50	\$0.00
c.	2	EA	Install Manhole Frame and Cover	\$740.00	\$1,480.00	2	\$1,480.00	\$0.00
d.	1	EA	Construct Doghouse Manhole (In Addition to Pay Items 13.b and 13.c)	\$23,500.00	\$23,500.00	0	\$0.00	(\$23,500.00)
e.	1	EA	Remove Existing Brick Manhole and Replace with Precast Manhole (In Addition to Pay Items 13.b and 13.c)	\$2,028.00	\$2,028.00	2	\$4,056.00	\$2,028.00
f.	3	EA	Remove Existing Manhole	\$1,545.00	\$4,635.00	2	\$3,090.00	(\$1,545.00)

14. REMOVE AND REPLACE PAVEMENT								
a.	845	SY	1.5" Recycled Asphalt Concrete 9.5 mm Superpave (Trench Repair, Abandonments and Patches and Including Pavement Removal and Disposal)	\$102.00	\$86,190.00	502.2	\$51,224.40	(\$34,965.60)

Item # 6

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT COST	TOTAL COST	INSTALLED AMOUNT	AMOUNT TO DATE	DIFFERENCE
b.	1,620	SY	Class 'A' Concrete (9" Thick Concrete for Asphalt Trench Repair or Asphalt Overlay)	\$96.75	\$156,735.00	800	\$77,400.00	(\$79,335.00)
c.	1,415	CY	Crushed Stone Backfill - #57 Stone (Including Disposal of Excavated Material)	\$59.00	\$83,485.00	792	\$46,728.00	(\$36,757.00)
d.	620	SY	Concrete Driveway / Roadway, 8" Thick (Including Pavement Removal and Disposal)	\$115.00	\$71,300.00	516.20	\$59,363.00	(\$11,937.00)
e.	960	SY	Graded Aggregate Base Course, 6"	\$24.80	\$23,808.00	516.20	\$12,801.76	(\$11,006.24)
f.	275	SY	Remove and Replace Concrete Sidewalk, 4" Thick	\$71.20	\$19,580.00	91.30	\$6,500.56	(\$13,079.44)
g.	200	LF	Remove and Replace Concrete Curb and Gutter (6" x 30")	\$53.95	\$10,790.00	11.25	\$606.94	(\$10,183.06)
h.	140	LF	Remove and Replace Concrete Header Curb, 6"	\$53.95	\$7,553.00	48.50	\$2,616.58	(\$4,936.43)
i.	1	EA	Remove and Replace Curb Cut Wheelchair Ramp, Type A	\$1,860.00	\$1,860.00	0	\$0.00	(\$1,860.00)
j.	40	SF	Remove and Reset Brick Pavers / Brick Walk	\$99.25	\$3,970.00	40	\$3,970.00	\$0.00
k.	1	EA	Remove and Replace Tree (Line 1 Sta. 1+15)	\$1,240.00	\$1,240.00	1	\$1,240.00	\$0.00
l.	100	LF	Gravel	\$8.00	\$800.00	0	\$0.00	(\$800.00)

Item # 6

15. MILL AND OVERLAY ROADWAY

a.	260	TON	Recycled Asphalt Concrete Overlay 9.5 mm Superpave, Type II, Blend I, Including Bitum. Matl. and H Lime	\$204.00	\$53,040.00	326.20	\$66,544.80	\$13,504.80
b.	375	GAL	Bitum Tack Coat	\$6.20	\$2,325.00	275	\$1,705.00	(\$620.00)
c.	1,150	SY	Mill Asphalt Concrete Pavement, Variable Depth	\$11.16	\$12,834.00	1,405	\$15,679.80	\$2,845.80
d.	1,700	LF	Solid Traffic Stripe, 5" White	\$2.45	\$4,165.00	1,280	\$3,136.00	(\$1,029.00)
e.	620	LF	Solid Traffic Stripe, 5" Yellow	\$2.45	\$1,519.00	556	\$1,362.20	(\$156.80)
f.	64	LF	Thermoplastic Solid Traffic Stripe, 24" White	\$20.50	\$1,312.00	62.50	\$1,281.25	(\$30.75)
g.	410	LF	Thermoplastic Solid Traffic Stripe, 8" White	\$7.00	\$2,870.00	264	\$1,848.00	(\$1,022.00)
h.	1	EA	Thermoplastic Railroad Striping Symbol, White	\$900.00	\$900.00	1	\$900.00	\$0.00
i.	3	EA	Pavement Marking, Handicap Symbol	\$245.00	\$735.00	0	\$0.00	(\$735.00)
j.	1	EA	Adjust Valve to Grade (Water or Gas)	\$70.00	\$70.00	1	\$70.00	\$0.00
k.	1	EA	Adjust Sewer Manhole to Grade with Riser Ring	\$134.00	\$134.00	4	\$536.00	\$402.00

16. SOIL EROSION AND SEDIMENT CONTROL

a.	120	LF	Grassing for Water Mains	\$9.00	\$1,080.00	0	\$0.00	(\$1,080.00)
b.	100	SF	Remove and Replace Sod	\$5.00	\$500.00	0	\$0.00	(\$500.00)
c.	1,600	SF	Pine Straw	\$0.62	\$992.00	1,288	\$798.56	(\$193.44)
d.	900	SF	Pea Gravel	\$2.50	\$2,250.00	750	\$1,875.00	(\$375.00)

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT COST	TOTAL COST	INSTALLED AMOUNT	AMOUNT TO DATE	DIFFERENCE
e.	300	LF	Silt Fence, Sdl-S	\$6.00	\$1,800.00	0	\$0.00	(\$1,800.00)
f.	10	SY	Rip-Rap, Rp	\$62.00	\$620.00	0	\$0.00	(\$620.00)
g.	5	EA	Haybale Check Dam, Cd-Hb	\$44.00	\$220.00	0	\$0.00	(\$220.00)
h.	5	EA	Stone Check Dam, Cd-S	\$250.00	\$1,250.00	0	\$0.00	(\$1,250.00)
i.	15	EA	Curb Inlet Filter, Sd2-P	\$125.00	\$1,875.00	8	\$1,000.00	(\$875.00)
17.	100	CY	ROCK EXCAVATION	\$60.00	\$6,000.00	10	\$600.00	(\$5,400.00)

EXTRA WORK IF ORDERED BY ENGINEER
(to cover authorized changes in scope of work)

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT COST	TOTAL COST	INSTALLED AMOUNT	AMOUNT TO DATE	DIFFERENCE	Item #
18.	300	CY	CRUSHED STONE STABILIZATION OR BEDDING (INCLUDING EXCAVATION AND UNSUITABLE MATERIAL)	\$115.00	\$34,500.00	18	\$2,070.00	(\$32,430.00)	

Item #

19.	CONCRETE							
a.	10	CY	Class 'A' Concrete	\$200.00	\$2,000.00	0	\$0.00	(\$2,000.00)
b.	10	CY	Class 'B' Concrete	\$193.75	\$1,937.50	0	\$0.00	(\$1,937.50)

20.	SEWER SERVICE CONNECTIONS							
a.	100	LF	Remove and Replace Existing 6" PVC SDR 26 Sewer Service Line (Including Connections, Bedding and Location Tape)	\$133.00	\$13,300.00	29	\$3,857.00	(\$9,443.00)
b.	6	EA	6" 30° or 45° Bend or Wye or Tee	\$515.00	\$3,090.00	0	\$0.00	(\$3,090.00)
c.	10	EA	Fernco Coupling	\$950.00	\$9,500.00	4	\$3,800.00	(\$5,700.00)
d.	2	EA	6" Cleanout Assembly (Including Bell, Cast Iron Ferrule with Brass Screw Plug and Plain Class B Concrete Pad)	\$570.00	\$1,140.00	0	\$0.00	(\$1,140.00)
e.	2	EA	Clean Out Meter Box with Sewer on Lid	\$560.00	\$1,120.00	0	\$0.00	(\$1,120.00)

TOTAL AMOUNT, ITEMS 1 THROUGH 20 INCLUSIVE, THE AMOUNT OF: \$1,397,102.40 \$1,008,919.79 (\$388,182.61)

CHANGE ORDER NO. ONE

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT COST	TOTAL COST	INSTALLED AMOUNT	AMOUNT TO DATE	DIFFERENCE
Add the following bid items:								
21.	2	EA	CONNECT TO EXISTING 12" WATER LINE BY WET TAP WITH MECHANICAL JOINT TAPPING SLEEVE AND TAPPING VALVE	\$11,957.00	\$23,914.00	2	\$23,914.00	\$0.00

22.	INSTALL 2" WATER LINE ALONG WEST MAIN STREET							
a.	130	LF	2" PVC SDR 21 Pipe Line (Including Fittings)	\$162.00	\$21,060.00	130	\$21,060.00	\$0.00
b.	0.25	TON	Mechanical Joint Fittings	\$9,945.00	\$2,486.25	0	\$0.00	(\$2,486.25)

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT COST	TOTAL COST	INSTALLED AMOUNT	AMOUNT TO DATE	DIFFERENCE
c.	2	CY	Concrete Blocking	\$500.00	\$1,000.00	0	\$0.00	(\$1,000.00)
d.	1	EA	2" B.V. and V.B.	\$1,310.00	\$1,310.00	1	\$1,310.00	\$0.00
e.	2	EA	1" Service Connection (Including Fittings and Corporation Stop)	\$1,135.00	\$2,270.00	2	\$2,270.00	\$0.00
f.	20	LF	Asphalt Replacement (Including Crushed Stone Backfill, 9" Thick Concrete and Asphalt)	\$195.00	\$3,900.00	0	\$0.00	(\$3,900.00)

Deduct the following quantities:

6. RESILIENT SEATED GATE VALVES								
a.	(4)	EA	12" G.V. and V.B.	\$3,353.00	(\$13,412.00)	0	\$0.00	\$13,412.00

RECONNECT OR CONNECT TO EXISTING LINES (INCLUDING ABANDONMENT OF EXISTING LINES)

8.								
a.	(2)	EA	12" Connection	\$5,450.00	(\$10,900.00)	0	\$0.00	\$10,900.00

SERVICE CONNECTIONS AND RECONNECTIONS

12.								
b.	(3)	EA	1" Service Connection (Including Pipe Saddle, Corporation Stop, Curb Stop, Yoke, Backflow Preventer and Meter Boxes)	\$1,135.00	(\$3,405.00)	0	\$0.00	\$3,405.00
f.	(260)	LF	1" Copper Service Line	\$27.75	(\$7,215.00)	0	\$0.00	\$7,215.00
i.	(132)	LF	Grassing Service Line	\$9.00	(\$1,188.00)	0	\$0.00	\$1,188.00

REMOVE AND REPLACE PAVEMENT

14.								
a.	(71)	SY	1.5" Recycled Asphalt Concrete 9.5 mm Superpave (Trench Repair, Abandonments and Patches and Including Pavement Removal and Disposal)	\$102.00	(\$7,242.00)	0	\$0.00	\$7,242.00
b.	(71)	SY	Class 'A' Concrete (9" Thick Concrete for Asphalt Trench Repair or Asphalt Overlay)	\$96.75	(\$6,869.25)	0	\$0.00	\$6,869.25
c.	(115)	CY	Crushed Stone Backfill - #57 Stone (Including Disposal of Excavated Material)	\$59.00	(\$6,785.00)	0	\$0.00	\$6,785.00

TOTAL CHANGE IN CONTRACT AMOUNT	(\$1,076.00)	\$48,554.00	\$49,630.00
ORIGINAL CONTRACT AMOUNT	\$1,397,102.40		
REVISED CONTRACT AMOUNT WITH CHANGE ORDER NO. ONE	\$1,396,026.40	\$1,057,473.79	(\$338,552.61)

Item # 6

FINAL SUMMARY CHANGE ORDER

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT COST	TOTAL COST	INSTALLED AMOUNT	AMOUNT TO DATE	DIFFERENCE
1.	1	LS	Main Street Water Service Line Repair No. 1	\$9,269.04	\$9,269.04	1	\$9,269.04	\$0.00
2.	1	LS	Main Street Water Service Line Repair No. 2	\$9,204.07	\$9,204.07	1	\$9,204.07	\$0.00
3.	1	LS	Adjust Quantities to Actual Amounts Installed	(\$338,552.61)	(\$338,552.61)			
TOTAL CHANGE IN CONTRACT AMOUNT					(\$320,079.50)		\$18,473.11	\$338,552.61
ORIGINAL CONTRACT AMOUNT					\$1,397,102.40			
REVISED CONTRACT AMOUNT WITH CHANGE ORDER NO. ONE					\$1,396,026.40			
REVISED CONTRACT AMOUNT WITH FINAL SUMMARY CHANGE ORDER					\$1,075,946.90		\$1,075,946.90	

Change in Contract Time: None

Reason for Change:

- Costs associated with repairing damaged water service line on Main Street. (Labor, equipment and traffic control)
- Costs associated with repairing damaged water service line on Main Street. (Labor, equipment and traffic control)
- Reconcile final contract amount to actual amount installed.

Requested by:

RDJE, Inc.

Date

Recommended by:

Turnipseed Engineers

Date

Accepted by:

City of Cartersville, Georgia

Date

Item # 6



City of Cartersville

City Council Meeting
1/2/2020 7:00:00 PM
ARC MOA Amendment

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	On August 2, 2018, Council approved a Memorandum of Agreement (MOA) with the Atlanta Regional Commission (ARC) to represent the City in legal action against the Corps of Engineers (original MOA attached). If successful, this action could result in the allocation of an additional ten (10) million gallons per day (MGD) of raw water to the City. This action represents the best chance we have had in the past 25 years to acquire additional water from the lake. The original agreement contains language that requires an annual payment of \$200,000 (Paragraph 2d). ARC notified us two weeks ago that they have a funding balance and do not need to charge the full \$200,000 this year. Per ARC lawyers, the contract does not allow them to charge more or less thus the need for the amendment. The proposed amendment would change the MOA verbiage to allow charges up to \$200,000 per year. The proposed change would allow us to pay less than anticipated for 2019. I recommend approval of amendment.
City Manager's Remarks:	Your approval of this amendment is recommended.
Financial/Budget Certification:	There is no budget impact.
Legal:	
Associated Information:	

MEMORANDUM OF AGREEMENT

**Between the Atlanta Regional Commission,
the City of Cartersville, Georgia and Bartow County, Georgia**

Regarding matters related to water supply issues in the Apalachicola-Chattahoochee-Flint River Basin and the Alabama-Coosa-Tallapoosa River Basin

This Memorandum of Agreement (this “Agreement”) is made and entered into on _____, 2018, by and between the City of Cartersville, Georgia (the “City”), Bartow County, Georgia (the “County”), and the Atlanta Regional Commission (“ARC”).

WITNESSETH:

WHEREAS, ARC and the City of Atlanta, Cobb County-Marietta Water Authority, DeKalb County, Gwinnett County, and the Atlanta-Fulton County Water Resources Commission (the “Participants”), are parties to a Technical Assistance Agreement in which the Participants and ARC collectively address issues of water supply in the Apalachicola-Chattahoochee-Flint River Basin (the “ACF Basin”) and the Alabama-Coosa-Tallapoosa River Basin (the “ACT Basin”); and

WHEREAS, the City of Gainesville, Georgia and Forsyth County, Georgia, by separate agreements, have joined the Participants in the effort to address water supply issues and are providing financial support to the effort (collectively with the Participants, the “Water Supply Providers”); and

WHEREAS, the Water Supply Providers, the City of Cartersville (the “City”) and Bartow County (the “County”) are responsible for providing drinking water to their customers in the Metropolitan Atlanta Area, and ARC is responsible for long-range planning and coordinating the activities of counties and cities in the Metropolitan Atlanta Area; and

WHEREAS, in accordance with O.C.G.A. 50-8-35, ARC may carry out certain technical assistance activities in cooperation with affected units of local government; and

WHEREAS, the Water Supply Providers, the City of Cartersville and Bartow County use the Chattahoochee River, Lake Lanier and/or Allatoona Lake as sources of water supply provided to their customers; and

WHEREAS, the States of Alabama, Florida and Georgia, the U. S. Army Corps of Engineers, and other parties are involved in disputes regarding water rights in the ACT and ACF Basins and the use of the Chattahoochee River, Lake Lanier, and Allatoona Lake to meet water supply needs in metropolitan Atlanta; and

WHEREAS, successful participation in the dispute process will involve appropriate legal representation and a high level of technical assistance, including work by consulting and testifying experts conducted at the direction of counsel related to the ongoing and anticipated disputes over the use of the Chattahoochee River, Lake Lanier, and Allatoona Lake to meet water

supply needs in metropolitan Atlanta; and

WHEREAS, the Water Supply Providers, the City of Cartersville and Bartow County agree it is important to cooperate in the technical and legal effort and that appropriate consultants and legal representatives must be obtained; and

WHEREAS, the Water Supply Providers are currently involved in litigation related to the use of the Chattahoochee River, Lake Lanier, and Allatoona Lake for water supply; and

WHEREAS, from time to time, other water suppliers may contribute funding to this coordinated effort by executing a technical services agreement with ARC; and

WHEREAS, the City and County wish to join the Water Supply Providers to support the litigation and technical study work regarding these matters; and

WHEREAS, the Water Supply Providers have agreed to invite the City and County into this effort:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Coordination and Direction of Work.

- a. All work and legal representation performed under this Agreement will be directed by the Coordinating Committee made up of the Water Supply Providers, the City, the County, and other parties that may provide financial support (the "Coordinating Committee or Committee").
- b. The Coordinating Committee shall have the authority to contract through ARC with other parties which they deem necessary or helpful in the conduct of the work and legal representation.
- c. Whenever consensus of the Coordinating Committee cannot be reached on the issues described above, a vote will be taken among the Coordinating Committee members, with each represented entity on the Committee having a single vote. A simple majority vote by the Committee members in attendance will carry.

2. Duties of the City and County.

- a. Cooperate at all times with ARC and those other members of the Coordinating Committee in furtherance of the objectives of this agreement.
- b. Name an appropriate representative to the Coordinating Committee and grant such representative the authority to make decisions on technical and policy matters regarding water resources issues and the hiring of consultants and attorneys.
- c. Attend all Coordinating Committee meetings after reasonable prior notice.
- d. Pay an annual payment of \$200,000 to ARC, either as one \$200,000 annual payment from either entity or as a \$100,000 annual payment from the City and a \$100,000 annual payment from the County.

3. Duties of ARC.

- a. Monitor the progress of the litigation and provide information on such progress to the Coordinating Committee.
- b. Make recommendations to the Coordinating Committee on the nature of services needed and the work needed.
- c. Call, schedule, and chair meetings and provide meeting notices and working agendas.
- d. Contract with consultants and legal representatives selected by the Coordinating Committee to render technical and professional services.
- e. Coordinate and communicate with consultants and legal representatives on a continuous basis and act as coordinator between consultants and the Coordinating Committee.
- f. Monitor consultant's activities.
- g. Receive bills from and pay consultants.
- h. Maintain billing accounts and financial records for three years after the completion of this agreement.

4. Monetary Contributions by the City and County.

Any funds paid in advance for which ARC does not actually incur the estimated costs will be refunded to the City and County once the project is complete. The expenses for conducting the work shall include, but are not necessarily limited to, amounts due any engineering or consulting firm and attorney's fees. Other expenses as well as costs incurred by ARC for performing ARC's duties may be paid from time to time as the Coordinating Committee shall specifically authorize. The City and County acknowledge that the annual payment may change in the future, at which point additional authorization will be required by the City and County.

Payment of \$200,000 shall ensure the City and County have a membership position on the Committee for a period of twelve months from the date of this Agreement. Each subsequent \$200,000 payment ensures an additional twelve months on the Committee.

5. Term.

This Agreement shall continue in full force and effect until annual payments are terminated. Notwithstanding the previous sentence, ARC, the City and the County shall have the right to terminate for convenience at anytime.

6. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the ARC agrees that, during performance of this Agreement, ARC, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because

of race, color, creed, national origin, gender, age or disability.

IN WITNESS WHEREOF the Parties have hereto executed this Agreement as of the date first above written.

Counterpart 1 of 3 to Technical Assistance Agreement.

Atlanta Regional Commission

Doug Hooker, Executive Director

Attested, Assistant Secretary

Kerry Armstrong, Chair

Counterpart 2 of 3 to Technical Assistance Agreement.

CITY OF CARTERSVILLE, GEORGIA

By: _____
Matt Santini
Mayor

ATTEST:

Meredith Ulmer
City Clerk

(Seal)

RECOMMENDED:

Bob Jones
Director, City of Cartersville Water Department

Counterpart 3 of 3 to Technical Assistance Agreement.

BARTOW COUNTY, GEORGIA

By: _____
Steve Taylor
County Commissioner

ATTEST:

Kathy Gill
County Clerk

(Seal)

RECOMMENDED:

Gene Camp
Superintendent, Bartow County Water Department



City of Cartersville

City Council Meeting
1/2/2020 7:00:00 PM
Floyd County Corrections

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	This is an agreement with Floyd County Corrections to furnish three (3) full-time work details and one (1) part-time work detail to the City of Cartersville's Parks & Recreation and Public Works Departments. This agreement will be in force until December 31, 2022. The contracted price is \$237,777.99 and this is a budgeted item for both the Parks & Recreation and Public Works Departments.
City Manager's Remarks:	Your approval of these agreements is recommended.
Financial/Budget Certification:	This is a budgeted item for both recreation and public works.
Legal:	
Associated Information:	

AGREEMENT

This AGREEMENT is entered into this ____ day of _____ 2019, by and between FLOYD COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and City Of Cartersville, Georgia, a political subdivision of the State of Georgia (hereinafter the "Agency").

WITNESSETH:

WHEREAS, the County desires to obtain appropriate work for inmates incarcerated at its Prison facility (the "Facility"); and,

WHEREAS, the Agency desires to obtain the services of inmate work crews on public work projects in accordance with O.C.G.A. 42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The County agrees to provide the Agency with three full time inmate work details and one part time inmate work detail supervised by P.O.S.T. certified correctional officers. Each work detail provided will have a maximum of eight (8) inmates as well as one full-time correctional officer assigned. The County also agrees to provide Non-Security Officer (NSO) training to the Agency for the purpose of educating staff members of the Agency on issues surrounding inmate labor details as approved by the Georgia Department of Corrections. The work detail provided by the County will perform labor on public work and recreation projects describe in attachment hereto or as communicated to the County from time to time in the manner provided herein (the "Work"). The Agency shall have the exclusive right and responsibility to control the time and manner of executing the Work to be performed by the work detail through the correctional officer that is assigned to supervise each inmate work detail on behalf of the Agency. For the purposes of this paragraph, the correctional officer assigned to supervise the inmate work detail shall be acting as an agent of the Agency. The Agency shall have the right and responsibility to direct the

correctional officer concerning the Work to be performed all in accordance with applicable laws, rules, and regulations of the Federal, State and local governments. The Agency acknowledges and agrees that the Work shall not include inmate labor that benefits private persons or corporations.

2. Prohibited Contact and Dealings with Inmates.

- a. The Agency will take all reasonable steps to insure that its officials, employees, patrons, and agents refrain from any personal dealings with the inmates working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an inmate.
- b. The Agency will take all reasonable steps to insure that no gun or other weapon nor any intoxicating liquor or and drug of any type is made available by its officials, employees, patrons, and agents to any inmate working under this Agreement on any property under the Agency's control.

3. Workplace Safety. The Agency agrees to provide a safe workplace for inmate work details in accordance with State law. The Agency shall be responsible for the coordination between inmate work details and other workers in the workplace. The County shall be responsible for the custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of Federal, State and local governments in the performance of the Work.

4. Vehicles, Equipment and Supplies. The Agency agrees to supply a vehicle suitable for transporting the inmate work details to and from the location or locations of the Work. The correctional officer assigned to supervise the work detail shall be responsible for transporting the work detail to and from the location or locations of the Work in the vehicle provided by the Agency. In performing such transportation services, the correctional officer shall be acting as an agent for the Agency. The Agency shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. The correctional officer shall be equipped with a

portable radio. The portable radio shall be capable of communicating with law enforcement agencies and emergency medical personnel. Portable radio equipment will be an 800 MHz digital radio managed through the countywide emergency radio communications system. It shall be the responsibility of the Agency to procure and maintain a policy or policies of insurance protecting its interests in its vehicles and equipment provided for use by inmate work details. The Agency further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereinafter.

5. Compensation. The Agency agrees to pay the County the sum of two hundred thirty seven thousand seven hundred seventy seven dollars and ninety nine cents \$237,777.99 per year for the duration of this Agreement for the three full time and one part time said correctional officer supervised details. The Agency also agrees to pay the per diem rate of eight dollars and fifty cents (\$8.50) per day per inmate assigned the supervision of a Non-Security Officer (NSO). The Agency acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for correctional officer assigned to the work detail. The foregoing sum is not inclusive of overtime provided by the correctional officer assigned to the inmate work detail. The Agency expressly agrees to pay for any overtime provided by the correctional officer assigned to the inmate work detail provided under this Agreement. The Agency will pay an overtime rate of 1 ½ times the correctional officer's hourly rate for all overtime hours provided. The inmate work detail will be provided five (5) days per week, eight (8) hours per day during the term of this Agreement with the exception of all state, federal, and county holidays observed by the Agency. The County will provide the Agency with a monthly invoice, which invoice is due and payable 30 days from receipt by the Agency.
6. Term of Agreement. This Agreement shall be effective beginning July 1, 2019 and shall continue in force and effect until December 31, 2022. The parties, may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods.

7. Termination for Convenience. This Agreement may be terminated by either party upon ninety (90) calendar days written notice. The ninety (90) days will commence with the receipt of the notice by the non-canceling party.
8. Notices. Any notice under this agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto the address set forth below or to such address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Agency:

Mayor
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

If to the Agency:

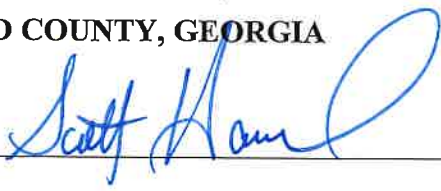
County Manager
Floyd County, Georgia
12 East 4th Avenue
P.O. Box 946
Rome, Georgia 30162-0946

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.
10. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced in writing and signed by the parties hereto.
11. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
13. PREA Compliance: To comply with a federal law called the Prison Rape Elimination Act (PREA), the Agency will not hire or promote anyone who may have contact with inmates who (i) has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); (ii) has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or (iii) has been civilly or administratively adjudicated to have engaged in the activity described in (ii). The agency will also consider any incidents of sexual harassment in determining whether to hire or promote anyone who may have contact with inmates.
14. Special Projects: At the request of the Agency, the County may provide an inmate work detail for special projects as resources are available. The Agency will be billed at an hourly rate of \$30.48 per hour for hours that the special detail is assigned to the Agency. The Agency expressly agrees to pay for any overtime provided by the correctional officer assigned to the inmate work detail provided under this agreement. The Agency will pay an overtime rate of 1 ½ times the correctional officers' s hourly rate for all overtime hours provided.
15. Force Majeure Clause. The parties recognize and agree that neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing the Work if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions, wars, insurrections, acts of terrorism, and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

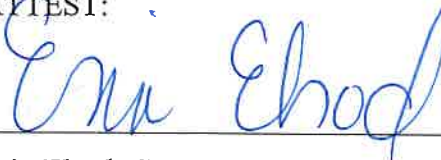
FLOYD COUNTY, GEORGIA

BY: 

Scotty Hancock, Chairman

(Printed Name and Title)

ATTEST:



Erin Elrod, County Clerk

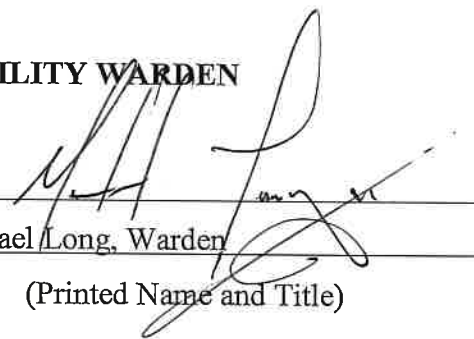
CITY OF CARTERSVILLE, GEORGIA

BY: _____

(Printed Name and Title)

Witness

FACILITY WARDEN

By: 

Michael Long, Warden

(Printed Name and Title)

Witness



City of Cartersville

City Council Meeting
1/2/2020 7:00:00 PM
Poolside Inc

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks and Rec Department is requesting approval of the listed work necessary at the Senior Aquatic Center. Below is the scope of tile work quoted by Poolside Inc. -Removal of all existing white 1" X 1" tile from deck, waterline, steps, benches, walls, and diamond swim lanes. -Removal of all existing C-701/S-812 blue trim tile on benches, steps, and deck coping edge. -Installation of new 1" X 1" tile in Color Blend approved by City staff to deck, waterline, and swim lane diamonds. -Installation of C-701/S-812 trim tile in approved color A43-Light Smoke on bench, step, and coping edges. -Benches and Steps will be plastered with S-812 trim only along edge. -Peninsula will be plastered with C-701 trim only at top edge. Step walls will be plastered. Scope of replaster work: -Prep pool, cut and chip around fittings and underneath tile. -Clean pool and apply a full coverage bond coat. -Apply new marcite plaster, color white. Includes new white goods and main drain grates. Contractor will balance the water and instruct on brushing procedures and maintenance which will be handled by CPRD. Scope of deck work: -Remove existing coating from deck, flood entire area and check drainage, and apply leveling material if needed to facilitate proper drainage. -Apply (2) coats of ICT Pro Color Seal with the final coat to receive a non-slip additive. Includes two new caulk joints, one between tile and deck and the other between the deck and the wall.
City Manager's Remarks:	This work on the Senior Aquatic Pool is necessary due to the age of the facility and is recommended for your approval.
Financial/Budget Certification:	This is not a budgeted item but funds are available for use from the extra budgeted amount for the replacement of the pool pack from the Item # 9

Legal:
Associated Information:

STATE OF GEORGIA

COUNTY OF BARTOW

POOL RENOVATION AGREEMENT

THIS AGREEMENT, dated this December 20, 2019, by and between The City of Cartersville, Georgia (hereinafter referred to as CUSTOMER OR ASSOCIATION), and POOLSIDE, INC., (hereinafter referred to as CONTRACTOR).

1. **SCOPE OF WORK.** CONTRACTOR shall furnish all labor and materials to perform the scope of work as outlined in our proposal #13113 dated December 19, 2019, on the swimming pool located in The City of Cartersville, Georgia at 1155 Douthit Ferry Road, Cartersville, GA 30120. The proposal #13113 dated December 19, 2019, is hereby incorporated by reference as if set forth herein and shall become part of this contract.
2. **PRICE AND PAYMENT TERMS.** CONTRACTOR shall be paid Sixty-Six Thousand Nine Hundred Seventy-Two (\$66,972.) Dollars. This amount is due and payable as work is completed. Progress Invoices will be submitted outlining work completed in detail and/or materials delivered and stored on site.

10% RETAINAGE shall be held until project completion and will be payable and due upon START-UP OF POOL.

The above payments do not represent installments, but are payments due for work completed and they do not contain financing or carrying charges of any kind. All payments will be made by CUSTOMER upon presentation of progress billings by the CONTRACTOR. CONTRACTOR has the right to stop work and keep the job idle if payments are not made when due. In the event of a dispute regarding payment, CONTRACTOR may recover reasonable attorney's fees and cost if legal proceedings are required to enforce this agreement. Additional work, modifications, or changes may be required if differing site conditions are encountered during pool construction. If CONTRACTOR agrees to perform such additional work, this work shall be an addendum to the contract. All sums for this work shall be due and payable as the work progresses. Any delays resulting from differing site conditions or owner caused delays shall extend the contract completion date.

3. **TERMS.** CUSTOMER shall provide access and egress to pool site.

CONTRACTOR is not responsible for damage due to pre-existing conditions of the pool site or drainage conditions at the site.

CONTRACTOR is not liable for any occurrence or damage caused by expansive soil or any earth movement, from any cause including ground water or the introduction of excess moisture into ground, whether by acts of human agency or as a result of any natural element.

CONTRACTOR is not responsible for the removal of hollow areas inside pool that are in excess of 100sf of the pool surface. Upon discovery, Contractor will provide an estimate of additional costs for removal prior to replaster.

CONTRACTOR shall not be responsible for stains or discoloring of plaster or damage to the pool due to having the pool drained and left empty for any length of time. CONTRACTOR will use ordinary practices to minimize or prevent staining due to underground water entering pool while pool is refilling.

CONTRACTOR will repair only the areas concerning pool surface and /or cracks that have failure at no cost to the CUSTOMER provided that written notice has been given to the CONTRACTOR within (2) years from the date of plastering pool. CONTRACTOR is not liable for cost of water, chemicals, down time, or aesthetics of pool while under warranty work.

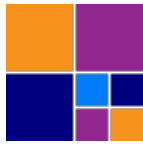
CONTRACTOR shall not be responsible for delays caused by fires, accident, "Acts of God", rain, freeze damage, strikes, failure of usual sources of supply of essential materials, or for any other contingencies beyond the control of the CONTRACTOR. The date of completion of the project will be extended commensurate with the delay without charging CONTRACTOR for any damage or losses whatever due to such postponement of work.

4. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the CUSTOMER/ASSOCIATION (its Board of Directors and unit owners), from any and all injuries, damages, cause of omissions, or negligence on the part of the CONTRACTOR, its agents, subcontractors, employees, or others acting on behalf of CONTRACTOR, in the performance of its obligations under this Agreement.
5. LIABILITY INSURANCE. CONTRACTOR, for itself, its subcontractors, agents and employees, shall carry liability and personal insurance with a responsible insurance company qualified to do business in the State of Georgia. The amount of such coverage will be under a combined single limit policy of One Million Dollars (\$1,000,000) for Bodily Injury Liability and Property Damage Liability. CONTRACTOR shall additionally provide Workmen's Compensation Insurance of behalf of each of its employees or laborers working on the CUSTOMER'S property in accordance with all applicable laws. Such insurance shall remain in effect during the entire term of this agreement.

6. TIME. Time is of the essence in performing the obligations under this agreement. CONTRACTOR will begin work within 10 days upon the NOTICE TO PROCEED. CONTRACTOR shall make every reasonable effort to have the pool swim ready within 90 days of work commencement.
7. INDEPENDENT CONTRACTOR RELATIONSHIP. All work performed by CONTRACTOR under this agreement shall be as an independent CONTRACTOR, and in no way shall CONTRACTOR be considered to be an employee of the CUSTOMER/ASSOCIATION. The CUSTOMER/ASSOCIATION exercises no control over method or manner of work performed except as to the results obtained.
8. WARRANTY. CONTRACTOR guarantees all labor and materials for a period of two (2) years from the date of completion.
9. NOTICES. Any notices required to be sent to CUSTOMER or CONTRACTOR under this Agreement shall be sent to the parties at the following addresses unless otherwise specified:

CUSTOMER: The City of Cartersville, Georgia
C/O Tom Gilliam, Parks and Recreation Department
100 Pine Grove Road
Cartersville, GA 30120

CONTRACTOR: Poolside, Inc.
1205 Oakhaven Drive
Roswell, GA 30075
404-323-3634



Proposal

Poolside, Inc.
885 Woodstock Road STE 430 PMB 392
Roswell, GA 30075-2274

Name/Address

Cartersville Senior Aquatic Center
City of Cartersville Parks and Recreation
PO Box 1390, 100 Pine Grove Road
Cartersville, GA 30120

Date	Estimate No.	Project
12/19/19	13113	

Item	Description	Cost	Total
Contract	Scope of TILE Work To Perform - Removal of all existing WHITE 1" X 1" tile from deck, waterline, steps, benches, walls, and diamond swim lanes. Removal of all existing C-701/S-812 trim tile on benches, steps, and deck coping edge. Installation of new 1" X 1" tile in Color Blend approved by City of Cartersville (picture attached) to deck, waterline, and swim lane diamonds. Installation of C-701/S-812 in approved color A43-Light Smoke on bench, step, and coping edges.	37,748.00	37,748.00
Contract	Please Note: Benches and Steps will be plastered with S-812 trim only along edge. Peninsula will be plastered with C-701 trim only at top edge. Step walls will be plastered. Scope of REPLASTER Work To Perform - Prep pool, cut and chip around fittings and underneath tile. Check for hollows and loose plaster area's removing the first 100sf at no charge. If hollows and loose plaster go beyond 100sf, each 100sf increment beyond that will have a \$350 charge. Clean pool and apply a full coverage bond coat. Apply new marcite plaster, color white. Also includes new white goods and main drain grates. We will balance the water and instruct on brushing procedures and maintenance which will be handled by customer.	20,825.00	20,825.00
Contract	Scope of DECK Work To Perform - Remove existing coating from deck, flood entire area and check drainage, and apply leveling material if needed to facilitate proper drainage. Apply (2) coats of ICT Pro Color Seal with the final coat to receive a non slip additive. Includes two new caulk joints, one between tile and deck and the other between the deck and the wall.	8,399.00	8,399.00

Please contact Jim McConnell 404-323-3634 for further information or questions.

Total

Item # 9



Proposal

Poolside, Inc.
885 Woodstock Road STE 430 PMB 392
Roswell, GA 30075-2274

Name/Address

Cartersville Senior Aquatic Center
City of Cartersville Parks and Recreation
PO Box 1390, 100 Pine Grove Road
Cartersville, GA 30120

Date	Estimate No.	Project
12/19/19	13113	

Item	Description	Cost	Total
	Please Note: Customer to Obtain Approval of Tile Color Choices by City and/or County Environmental Health Department. Should a Darker Color be Required for Trim on Step and Bench Edges, Additional Costs Will Be Incurred. Tile is custom made-to-order and takes a minimum of 6 to 8 weeks for delivery of manufactured product. Upon delivery of custom tile, installation will take 3 weeks. Pressure testing of all skimmer lines will be completed.		
Please contact Jim McConnell 404-323-3634 for further information or questions.		Total	\$66,972.00
			Item # 9

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties, superseding all negotiations, prior discussion, and preliminary agreements made prior to the date hereof. This Agreement may be modified or amended only by a written instrument signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned do hereby set their hands and seals to this Pool Renovation Contract, this December 20, 2019.

POOLSIDE, INC.

“CONTRACTOR”

BY: _____

TITLE: President/Owner

“CUSTOMER”

BY: _____

TITLE: _____

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties, superseding all negotiations, prior discussion, and preliminary agreements made prior to the date hereof. This Agreement may be modified or amended only by a written instrument signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned do hereby set their hands and seals to this Pool Renovation Contract, this December 20, 2019.

POOLSIDE, INC.

“CONTRACTOR”

BY: _____

TITLE: President/Owner

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires:

“CUSTOMER”

BY: _____

TITLE: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires:



City of Cartersville

**City Council Meeting
1/2/2020 7:00:00 PM
Tennis Court Reservations**

SubCategory:	First Reading of Ordinances
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks and Rec Department is requesting that the ordinance regarding payments for reservations of its tennis courts be updated as follows: (1) The City of Cartersville shall allow for reservations of its tennis court, through physical, electronic, and/or web-based applications. (2) The following fees are authorized: a) two (2) hour court rental – Five and No/100 (\$5.00) Dollars; b) a point of sale fee of 2.3% per court transaction, and a fee between 0.10 to 0.20 cents per transaction shall be assessed depending on the current vendor contract, if a web-based application is being used.
City Manager's Remarks:	The Parks and Recreation Department would like to use a third party to collect on tennis court reservations, which requires a change to the existing section of the Code of Ordinance. This is a first reading of the ordinance and no official vote is required.
Financial/Budget Certification:	
Legal:	From City Attorney Keith Lovell
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 15. PARKS AND RECREATION. ARTICLE I. IN GENERAL. SEC. 15-16 – 15-30. RESERVED. is hereby amended by deleting said sections in their entirety and replacing them as follows:

1.

Sec. 15-16. Tennis Court Reservations.

(1) The City of Cartersville shall allow for reservations of its tennis court, through physical, electronic, and/or web-based applications.

(2) The following fees are authorized:

a) two (2) hour court rental – Five and No/100 (\$5.00) Dollars;

b) a point of sale fee of 2.3% per court transaction, and a fee between 0.10 to 0.20 cents per transaction shall be assessed depending on the current vendor contract, if a web-based application is being used.

Sec. 15-17 – 15-30. Reserved.

2.

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: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
1/2/2020 7:00:00 PM
Fabric Duct Sock for Senior Aquatic Center

SubCategory:	Change Order
Department Name:	Parks and Recreation
Department Summary Recommendation:	This is a Change Order through Arrow Mechanical Inc. to replace the Fabric Duct Sock located in the pool area of the Senior Aquatic Center. When the current duct sock is running, disintegrated insulation is blowing out of the duct sock causing blockages of the supply outlets and that disintegrated insulation is falling onto the pool deck. The current duct sock will not allow the air to be evenly distributed resulting in an increase in dead spots to air flow, growth of corrosion and condensation, and will create poor air quality for our patrons. There is also evidence of wear and tear which has occurred due to the quick restart the current dehumidifier unit creates when started up. The duct sock quickly inflates after being deflated and this has caused the sock to completely detach from the duct work connected to the current dehumidifier unit a number of times. With the new system, a VFD (Variance Frequency Drive) will be installed creating a slow/gradual restart, which will alleviate this issue. The functions of the duct sock are as follows: • Prevents condensation • Prevents corrosion • Prevents temperature and humidity stratification • Removes airborne disinfectant by-products such as chloramines (chemical by-product of chlorine binding to water contaminates, by-product is the "chlorine smell" which is hazardous to breathe and corrosive to the dehumidification system) • Provides effective mixing throughout the space • Delivers fresh, outdoor air to the swimmers' breathing zone (right above the water), to the breathing zone of people on the deck and to spectators. I recommend the purchase of this Fabric Duct Sock through Arrow Mechanical Inc. in the amount of \$38,750.00.
City Manager's Remarks:	This work on the Senior Aquatic Pool is recommend for your approval.
Financial/Budget	This is not a budgeted item, but is needed for the pool. There are Cover Memo Item # 11

Certification:	sufficient funds in the unused pool pack budgeted amount for this purchase.
Legal:	
Associated Information:	



ARROW MECHANICAL INC.

2770 Thompson Mill Rd.

Buford, GA 30519

Office: 678 804-9474

Cell: 404 569-9367

Date: 12/13/2019

PROPOSAL

PROPOSAL SUBMITTED TO: Megan Hix

JOB LOCATION: City of Cartersville

We hereby submitted our proposal on the above referenced project as follow:

To replace the existing fabric duct in the pool area:

- Provide labor to remove existing fabric duct
 - Provide and install new 24" fabric duct Blue color in the pool area.
 - Fabric duct system will have jet flow nozzle
 - Single safe track
- Total price \$ 38,750.00
Lead time 3 weeks

We propose hereby to furnish materials and labor complete in accordance with these specifications, for the sum of: Thirty-eight thousand seven hundred fifty dollars.

Method of payment: in full 30 days from completion

If you have any questions or require further information, please do not hesitate to call.

All materials are guaranteed to be as specifies. All work to be completed in a work man like manner per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders & will became an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: We if not accepted within 30 days may withdraw this proposal.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Best regards,
George Rosu
Arrow Mechanical Inc.

CUSTOMER ACCEPTANCE

Name (print):

Signature: _____

Company: _____

Date: _____



City of Cartersville

City Council Meeting
1/2/2020 7:00:00 PM
Elections Invoice from Bartow County

SubCategory:	Other
Department Name:	Clerk
Department Summary Recommendation:	Election invoice from Bartow County Board of Elections for conducting our November 5, 2019 election.
City Manager's Remarks:	Payment of this invoice is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



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

December 19, 2019

Item # 12

TO: City of Cartersville
Attn: Meredith Ulmer
P.O. Box 1390
Cartersville, GA 30120

**Intergovernmental Agreement with Bartow County to conduct
Municipal Elections**

November 5, 2019 Election cost breakdown:

Personnel	\$ 9,954.93
Ballots	\$ 259.07
Postage	\$ 9.94
Miscellaneous Supply Fee	\$ 75.00
County Fee for Election Services	<u>\$ 1,000.00</u>

TOTAL DUE \$ 11,298.94



City of Cartersville

City Council Meeting
1/2/2020 7:00:00 PM
Highway 411 Bore Approval

SubCategory:	Bid Award/Purchases								
Department Name:	Fiber								
Department Summary Recommendation:	The Fiber Department was contacted by Savoy Car Museum (Anverse, Inc.) about getting electrical and communication conduits placed underground on Highway 411 to service this facility. Staff has received pricing from a contractor to conduct this work which will include three 4" conduits for power, and two 4" conduits for communications. If approved, the city will own one of the 4" communication conduits. The proposed cost for this project is as follows: <table><tr><td>NCI, Inc - Boring and conduits</td><td>\$17,772.00</td></tr><tr><td>Luffman-Byers Engineering & Permitting</td><td>\$ 2,500.00</td></tr><tr><td>FiberCom - Construction Management</td><td>\$ 520.00</td></tr><tr><td>Total Proposed Cost</td><td>\$20,792.00</td></tr></table> I recommend approval for this Highway 411 bore that will be reimbursed by Anverse, Inc.	NCI, Inc - Boring and conduits	\$17,772.00	Luffman-Byers Engineering & Permitting	\$ 2,500.00	FiberCom - Construction Management	\$ 520.00	Total Proposed Cost	\$20,792.00
NCI, Inc - Boring and conduits	\$17,772.00								
Luffman-Byers Engineering & Permitting	\$ 2,500.00								
FiberCom - Construction Management	\$ 520.00								
Total Proposed Cost	\$20,792.00								
City Manager's Remarks:	This project will provide a fiber communication conduit to the city at no cost, and is recommended for your approval.								
Financial/Budget Certification:	This is not a budgeted item but the cost will be reimbursed to the city from Anverse, Inc.								
Legal:									
Associated Information:									



City of Cartersville

City Council Meeting

1/2/2020 7:00:00 PM

Approval for RFP for Automated Metering Infrastructure System

SubCategory:	Other
Department Name:	Administration
Department Summary Recommendation:	City staff from several departments have met numerous times with members of UMS, Inc. who the city contracted with to prepare a Request for Proposal (RFP) on an automated metering infrastructure program. The proposed RFP has been prepared after reviewing the existing city utility meter database and discussing current and future uses of a meter reading system with City staff. Since this project is estimated to be approximately \$11 million dollars, we are seeking City Council approval before the RFP is issued.
City Manager's Remarks:	Due to the projected cost of the Automated Metering Infrastructure, we are requesting City Council approval to issue the RFP. I recommend approval to issue this RFP.
Financial/Budget Certification:	
Legal:	
Associated Information:	



REQUEST FOR PROPOSAL (RFP)

ADVANCED METERING SYSTEM WITH CUSTOMER PORTAL AND OUTAGE MANAGEMENT

FINAL DRAFT

Advertise Date: January 13, 2020

Due Date: February 25, 2020

Notice of Request for Proposals (RFP)

Advanced Metering Infrastructure Equipment, Meters, and Software

Notice is hereby given that the City of Cartersville, Georgia ("the City" or "Cartersville") is requesting proposals for Advanced Metering Infrastructure Equipment, Meters, and Software to complete a meter change out program.

All correspondence regarding this Request for Proposals shall be directed to:

Dan Porta
Assistant City Manager
dporta@cityofcartersville.org

The City of Cartersville reserves the right to accept or reject any and all Proposals in whole or part and to waive all formalities or irregularities.

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INTRODUCTION

Background

The City of Cartersville, GA ("the City") supplies electricity, natural gas, and potable water to residents throughout the City and parts of Bartow and Floyd Counties for approximately 29,685 residential, commercial, and industrial customer sites. Currently, there exists a large population of aging meters requiring intense manual effort to collect readings. Currently, there are four staff members reading 100% of the active meter population. Of these meters, ~70% are read manually via handheld, ~25% are read via drive by capable ERT's and ~5% are strictly manual reads.

The current status of the meters is:

- Water Meters: ~11, 288 (average age: 12 years)
- Electric Meters: ~7, 618 (average age: 10 years)
- Gas Meters: ~10, 779 (32% are older than 10 years old; remaining 68% average 6 years old)

Both the age of the meters and the complexity of existing processes create concerns with reading reliability and the ability to maintain desired levels of customer service. The City believes that standardized advanced metering infrastructure will enable the City to improve billing, better utilize resources, and improving customer service capabilities.

Project Objectives

As part of the implementation strategy to modernize aging water, gas and electric metering infrastructure and related business practices, the City has decided to create an Advanced Metering Program (AMP). The AMP is intended to support the following business goals and objectives:

- Reduce lost revenue due to aging meters
- Eliminate Manual Meter Reading
- On-Demand Meter Read Data
- Enhanced Customer Service Capabilities
- Infrastructure Reliability
- Operational Efficiency
- Real-Time Resource Monitoring
- Improved Asset Management

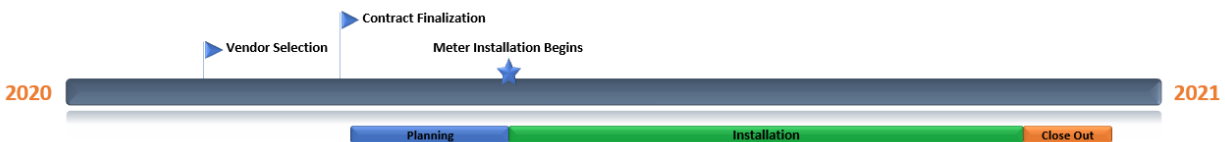
The Advanced Metering Program is inclusive of the advanced metering infrastructure equipment, meters, and software, but also reflects the City's desire to introduce Outage Management System functionality and a customer-facing, web portal. Vendors are welcome to respond to any single or combination of component(s) of the City's request, however Vendors may only submit one Proposal.

Procurement Expectations

Vendors must provide firm pricing for the equipment, services, and deliverables included in their Proposal to this RFP. At the conclusion of this RFP process, the City should fully understand the capabilities and costs of the solution proposed. This includes, but is not limited to the:

- Total cost of purchasing AMI including electric meters, water and gas devices, communication equipment, head end software and hardware, and any optional components that may help the City attain its goals.
- Ongoing costs of ownership.
- More complete understanding of the skills required to utilize the AMI system on an ongoing basis.
- The level of effort and cost to train City personnel on all aspects of the system and component.

Proposed High-Level Project Timeline



SCOPE OF WORK

Requested Materials and Services

The project scope includes complete replacement and/or retrofit of 29,685 active meters currently deployed. The estimated meter count to be replaced or retrofitted in the initial scope are as follows:

- Replacement of Electric Meters: 7,618
- Replacement of Gas Meters and AMI Transmitters: 3,502
- Retrofit of Gas Meters with AMI Transmitters: 7,277
- Replacement of Water Meters and AMI Transmitters: 11,288

For the purpose of the RFP response, please quote the quantities found in "Attachment C- Pricing". Actual quantities will be negotiated with the selected vendor.

Other components in the AMI System that are assumed to be include in the vendor scope of work include:

- AMI Network Infrastructure Devices
- AMI Headend Software
- MDMS (Meter Data Management Software)
- Professional Services related to:
 - AMI Network Configuration and Testing
 - Project Management
 - Training
 - Cogsdale CIS Integration

As part of the project scope, The City also requires an AMI-based solution that serves as an Outage Management System (OMS) providing energy statistics, outage, and restoration sensing functions. The OMS functionality is desired as part of the initial system acceptance.

In addition, the City requires a customer-facing web portal for customer service enablement and engagement. The customer portal should assist the City in reducing customer service call volume and foot traffic, while providing convenience for customers seeking routine information. It should also provide urgent message notification functions for incidents such as leak detection, weather-related outage information, tampering, and theft.

Vendors are encouraged to provide alternatives and budget pricing that may meet the needs of the City. The portal may require a separate requirements and scoping effort as part of the contract negotiation, or it may be procured in a separate effort if the City is not satisfied with the alternatives presented in this solicitation. The implementation of the web portal functionality is expected to be delivered after the mass deployment has been completed and accepted.

The Current-State and Proposed Future-State Application Relationship Diagrams (Attachment E) outlines existing software infrastructure and the envisioned way the City sees AMI fitting into the application landscape. While the precise sequencing of the application integration and testing will be resolved with the selected technology partner, the diagrams convey the current and desired solution architectures. As part of the contract negotiation, the selected vendor is expected to present a detailed scope of work and approach on how all forms of testing would be managed. This includes: System Acceptance Testing (Vendor driven), System Integration Testing (vendor driven in coordination with CIS resources), and User Acceptance Testing (driven by City, with some vendor support).

Assumptions:

- Remote Disconnect should be included on all residential electric meters as a part of the vendor's base offering.
- Installation Services:
 - No field installation services for meters are included in this solicitation.
 - The vendor should provide labor estimates for all services and materials required to design, install and test the AMI communications network over 100% of the service territory
- Performance Guarantee
- Vendors should provide a statement of system and component performance in terms of a service level agreement that they are willing to include in a contract

PROPOSAL INSTRUCTIONS

General Requirements

The City of Cartersville desires that the data below be held confidential. In order to assure this, the City has decided to release the complete bundle of Attachments upon receipt of the External Data Custodian Agreement (Attachment A). This form must be signed by an authorized representative of the Vendor firm and returned to Dan Porta, Assistant City Manager, at dporta@cityofcartersville.org, prior to release of the following documents:

- Attachment D – Propagation Study Package
- Attachment E – Current-State and Proposed Future-State Application Relationship Diagrams

Proposals to this RFP shall be submitted in a sealed package addressed as noted below, and clearly identifying the Vendor making the submission. One (1) tabbed and bound original and nine (9) tabbed

and bound copies must be submitted by each Vendor. Vendor should also submit one form of electronic media with the base response in Adobe PDF format and all spreadsheets (attachments B and C) in Excel format on a flash drive. The flash drive should be included in the package in a separate sealed envelope. Vendor is liable for any of the costs incurred in preparing and submitting a proposal.

Sections 1-3 of the Proposal are limited in page count. Vendors should review the page limits listed below. All pages will be numbered, center justified. Font size shall be no larger than 12 and no smaller than 10; margins shall be 1" on all sides; paper shall be standard 8.5" x 11".

Any and all questions regarding this Request for Proposals should be submitted via email only to:

Dan Porta
Assistant City Manager
dporta@cityofcartersville.org

All questions received will be issued as addenda by the date outlined in the schedule.

Please review the RFP fully, complete all Proposals and submit the package so that it is received no later than **10:00am EST on February 25, 2020**. Proposals received after this date/time will not be considered. Postmark date will not constitute timely delivery. Vendors are solely responsible for ensuring timely receipt of their Proposals. Delivery by fax or email is not acceptable.

Deliver all Proposals to:

Dan Porta, Assistant City Manager
Cartersville City Manager's Office
1 N. Erwin Street
Cartersville, GA 30120

Proposal Format

Each proposal should be organized, bound and tabbed as outlined below:

- Section 1: Executive Summary (**10-page limit**)
- Section 2: Corporate Overview and Historically Relevant Experience (**25-page limit**)
- Section 3: Proposed Technical Solution (**100-page limit**)
- Section 4: Compliance Table (Attachment B)
- Section 5: Pricing (Attachment C)

Section 1 – Executive Summary

Provide an overview of your Company's experience with similar projects and why you believe that your Company, and the equipment or software that you're proposing, is best suited to serve Cartersville's needs.

Section 2 – Corporate Overview and Historically Relevant Experience

Provide general information on your Company, the key employees that will be assigned to this project, and similar background information for any other deployments that are similar to the size of the City of Cartersville.

Section 3 – Proposed Technical Solution

Provide a detailed overview of how your Company's proposed technical solution how it will address Cartersville's business requirements and project objectives. Your Proposal to this section must include a network propagation study. It should also include diagrams, schematics, data sheets, network warranty coverage, and any other relevant technical information necessary to convey the merits of your proposed solution. Cartersville is only interested in the Vendor's latest AMI technology.

Section 4 – Compliance Table

Please include a completed copy of the Compliance Table (Attachment B) in this section. A digital copy of the Excel spreadsheet version of Attachment B should also be included on the digital flash drive. Vendors are advised to review the Instructions on Tab 1. The following information is required to be provided by ALL Vendors:

- Vendor Information (Tab 2)
- Current Installations deployed in the State of Georgia (Tab 3)
- Vendor References (Tab 4)*
- Compliance Table (Tabs 5 - 12)

*References will be checked by the City as part of its evaluation process and failure to include this information in your RFP Proposal shall result in disqualification.

Section 5 – Pricing

Please include a copy of the Pricing (Attachment C) in this section. A digital copy of the Excel version of the Pricing sheets should also be included on the digital flash drive.

Evaluation Process

Evaluation

The City will receive and evaluate Proposals to determine the firm that is most advantageous to the City of Cartersville. Selection of the Vendor(s) is a multi-step process. Proposal review is initiated with this RFP, which is issued for the purpose of acquiring proposals from prospective Vendor firms. A selection of finalist firms will be made by the Evaluation Team consisting of representatives of City Staff and the City's program manager.

During the first phase of the evaluation, the Evaluation Team will have access to all proposal materials, including pricing. Proposals will initially be scored based on the evaluation criteria published below. All proposals will be reviewed and ranked according to the Evaluation Criteria below, and any or all Vendors may be selected to a short list for interviews and oral presentations. The City makes no commitment to any Vendor beyond consideration of the written Proposal to this RFP. All Vendors will be notified of their Firm's status in the selection outcome.

Evaluation Criteria

The following evaluation criteria will be used:

0-30 Points: Firm's relevant project experience and qualifications, including the demonstrated ability of Firm in effective implementation of AMI and Metering technology in utilities comparable in complexity, size, and function to the City, to include relevant experience and qualification of the Firm's principal Project Executive, Project Manager, and Subject Matter Experts. Other factors taken into consideration may include: stability of the Firm, the Firm's corporate history, growth, resources, litigation history, financials, etc.

0-40 Points: Firm's proposed technical solution, including the suitability of materials and services for the project, the Firm's apparent fit to the project type and/or needs of the City, and the Vendor's degree of compliance with Attachment B – Compliance Table. Other technical factors found in the Vendor's offer including:

- The depth and breadth of the software solution;
- Products used in the proposed solution (Meters, Modules, Network Hardware, etc.);
- Performance metrics that can be expected or guaranteed;
- Vendor's approach to software installation, integration, configuration and testing;
- Training methodology and tools

0-30 Points: Firm's proposed pricing to successfully implement the requested materials and services inclusive of the total price of initial training and ongoing operations and maintenance.

Vendor Short-List Presentations / Product Demonstrations

During the evaluation process, the City of Cartersville may, at its discretion, request oral presentations and product demonstration from any or all Vendors for the purpose of clarification or amplifying the materials presented. However, Vendors are cautioned that the City is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available. Not all proposers will be asked to make such oral presentations.

Contract Award

The City reserves the right to negotiate price and scope of work with the Vendor scoring highest in an attempt to reach agreement. If negotiations with the highest scoring Vendor are unsuccessful, the City may then negotiate with the second highest scoring Vendor, and so on, until a satisfactory agreement has been reached. The City reserves the right to consider other factors in addition to the Proposal in making its final decision.

The selection of a Vendor and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which proposal is in the best interest of the City, and to award the contract on that basis, to reject any and/or all Proposals, waive any irregularities of any proposal, or negotiate with any potential Vendor – after proposals are opened – if such is deemed in the best interest of the City.

Proposal Schedule

The following Schedule of Events represents the City's best estimate of the schedule that will be followed. All times indicated are Eastern Standard Time. The City reserves the right to adjust the schedule as the City deems necessary.

Activity	Proposed Timeline
----------	-------------------

RFP Released	January 13, 2020
External Data Custodian Agreement form due	January 27, 2020
Vendor questions due	February 3, 2020
Written Proposals to Vendor questions distributed	February 10, 2020
RFP Proposals due from Vendors ("Due Date")	February 25, 2020 at 10:00am
Notification sent to Vendors regarding who will be invited to participate in Vendor presentations (if conducted)	March 16, 2020
Short Listed Interviews	March 23-27, 2020
Vendor Selection Notice	April 1, 2020
Contract Finalization	July 1, 2020

Proposal Due Date

Proposals will be accepted until **10:00 A.M. local time on February 25, 2020**. Proposals received after this time will be returned unopened.

Proposal Submission

Proposals must be returned in a sealed package marked on the outside with Request for Proposal – City of Cartersville Advanced Metering Program and Company Name. Proposals will be received until **10:00 A.M. local time on February 25, 2020** at the Cartersville City Manager's Office, 1 N. Erwin Street, Cartersville, Georgia 30120. Any proposals received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 10:00 A.M.

Proposals are legal and binding upon the bidder when submitted. The written proposal documents supersede any verbal or written prior communications between parties.

One (1) original and four (4) copies must be submitted by each Vendor. Vendor should also submit one form of electronic media with the base response in Adobe PDF format and all spreadsheets (attachments B and C) in Excel format on a flash drive. Vendors must submit their proposal with the identified forms and appendices, with all applicable documents. Successful Vendor will be required to meet insurance requirements.

The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

All expenses for preparing and submitting Proposals are the sole cost of the party submitting the Proposal. The City is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals such as "proprietary", "confidential", or any other designated of restricted use will not protect the information from public view. Subject the provisions of the Open Records Act the details of the proposal documents will remain confidential until final award.

Supporting Documentations

Vendors should examine all of the supporting documentation attached to this RFP to ensure that appropriate materials and services are quoted. A brief description of the document's purpose and/or instructions for completion can be found under the corresponding heading of the Attachments and Appendices section at the end of this document.

The following documents are required to be completed and returned with the Vendor Proposal:

- Attachment A – External Data Custodian Agreement
- Attachment B – Compliance Table
- Attachment C – Pricing

The following documents are provided as support documentation, for reference:

- Attachment D – Propagation Study Package
- Attachment E – Current-State and Proposed Future-State Application Relationship Diagrams

GENERAL TERMS & CONDITIONS

Contract Administration

Dan Porta, Cartersville Assistant City Manager, or his designee, shall be identified as the Contract Administrator and shall have all necessary powers as the City's representative to enforce its faithful performance by the Offeror. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have the authority to approach changes to the services which alter the scope of services or which call for an extension of time for performance by the Offeror. Any modifications made must be authorized by the Operations Manager through a written amendment to the contract.

Withdrawal of Proposals

A Vendor will be permitted to withdraw their proposal unopened after it has been deposited if such request is received in writing prior to the time specified for the opening of the proposals.

Reservation of Rights

The City of Cartersville reserves the right to reject any and all proposals, to waive technical, or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the City. The City is not liable for any costs incurred by the Vendor in the preparation or presentation of a Proposal to this request.

False or Misleading Statements

If, in the opinion of the City or UMS, a proposal contains false or misleading statements or references that do not support a function, attribute, capability or conditions as contended by the Vendor, the entire proposal shall be rejected.

Clarification of Proposal

The City of Cartersville reserves the right to obtain clarification of any point in the Vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Vendor to Proposal to such a request for additional information or clarification may result in rejection of the Vendor's proposal.

Acceptance of Proposal Content

The contents of the proposal of the successful Vendor will become a contractual obligation if a contract ensues. Failure of the successful Vendor to accept this obligation may result in cancellation of the award.

Responsiveness

Vendors shall respond to all requirements of this RFP to the maximum extent possible.

Non-Appropriation of Funds

The award of the RFP is contingent on funding. A contract will be awarded to the most responsive and responsible Vendor complying with all the provisions of this invitation, providing the RFP price is reasonable and that it is in the best interest of the City to accept.

Performance Prior to the Contract Execution

The successful Vendor shall not begin performance of the project prior to the execution of a formal written contract by the City and the Vendor. Any Vendor beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Vendor's risk and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award of the proposal.

Immigration Reform Compliance Requirement

During the entire duration of this contract, Vendor and all sub-Vendors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and § 50-36-1. Vendors must submit a completed E-verify form as part of their submittal.

ATTACHMENTS

The following attachments are required to be returned prior to, or as part of, the Vendor Proposal.

Attachment A: External Data Custodian Agreement

The City of Cartersville desires that the data below be held confidential. In order to assure this, the City has decided to release documentation with sensitive information after the receipt of the External Data Custodian Agreement. This form must be signed by an authorized representative of the Vendor firm and returned to the City, prior to the release of the following documents:

- Attachment D – Propagation Study Package

- Attachment E – Current-State and Proposed Future-State Application Relationship Diagrams

This form must be returned, no later than **January 27, 2020**, via email to:

Dan Porta

Assistant City Manager

dporta@cityofcartersville.org

Attachment A: External Data Custodian Agreement

This External Data Custodian Agreement (the "Agreement") is entered into as of the date last written below ("the Effective Date") by and between the City of Cartersville, Georgia, and _____, ("the Vendor") to assign custodianship for the protection of the City data in all forms which is hereto released to the Vendor for specific purpose for providing the contracted technology services.

Custodian Conditions and Responsibilities:

1. The Vendor agrees to assume all responsibility for ensuring the privacy, confidentiality and security of Cartersville data released to them under this agreement through the use of necessary and appropriate security and technical controls.
2. The Vendor agrees as a non-disclosure measure to not further disclose or release Cartersville's data to other entities, Vendors, or sub-Vendors working on the Vendor's behalf without the explicit written permission of the City of Cartersville.
3. The Vendor agrees to notify Cartersville immediately upon any knowledge of security incidents or security breaches associated with Cartersville data bound by this agreement.
4. The Vendor agrees to utilize strong encryption standards (AES/256 bit or greater) for the storage, transport, or transmission of Cartersville data.
5. The Vendor agrees to utilize industry grade standards to ensure Cartersville data is standardized from all media forms at the conclusion of the services provided, or upon loss of usefulness of the data, whichever may occur first.
6. The Vendor agrees to return any equipment loaned by Cartersville to the Vendor in support of the services at the conclusion of the services being rendered.

This agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the data of signature duly authorized to execute this Agreement.

_____ Authorized Signature (Cartersville)	_____ Authorized Signature ("the Vendor")
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Attachment B: Compliance Table

Attached to this RFP is a Microsoft Excel Spreadsheet (Refer to MS Excel File “Attachment B – Compliance Table”) containing a list of questions that each Vendor is required to answer about their firm, and a format within which to provide their references. All Vendor information and references must be provided within this attachment, and this attachment is a mandatory part of the Vendor Proposal. Following these tabs is a complete set of technical requirements. These requirements are a mandatory part of the Vendor Proposal. Please follow the instructions in the Vendor Proposal Requirements (Tab 1 of the attachment).

Attachment C: Pricing

Attached to this RFP (Refer to MS Excel File “Attachment C – Pricing”) is an Excel spreadsheet containing the pricing sheets that are required for each Vendor to submit along with their proposal. Vendors may choose to respond to any one, or any combination of, desired offering(s). As a reminder, the City may choose to purchase products and software from multiple Vendors.

Attachment D: Propagation Study Package

Attached to this RFP (Refer to Microsoft Excel File “Attachment D – Propagation Study Package”) is an Excel file that describes the current infrastructure that includes:

1. Utility Profile
2. City-Owned sites for potential use as AMI collector locations, including the asset type, asset elevation, asset height, latitude and longitude, if there is electrical and internet access at the asset, and who the internet access provider is, if available. Also included is a map showing the locations of the assets so the Vendors have an idea of the topographical disbursement over the region.
3. Meter Data – This includes meter information for gas, water and electric.

This attachment is not meant to replace a propagation study, but rather provide guidance to Vendors on their proposed solution.

Attachment E: Current-State and Proposed Future-State Application Relationship Diagrams

Attached to this RFP (Refer to PDF File “Attachment E – Current-State and Proposed Future-State Application Relationship Diagrams”) is an Adobe PDF containing the Current-State Application Relationship Diagram which outlines existing software infrastructure. Beginning on the third page of the attachment is the Proposed Future-State Application Relationship Diagram which outlines the envisioned way Cartersville sees AMI fitting into the landscape. While the precise sequencing of this application integration and testing will be resolved with the selected technology partner, the diagrams conveys the current and desired solution architectures.