



City of Cartersville

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

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 9/5/2019
Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

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1. August 15, 2019 (Pages 1 - 14)

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B. Appointments

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G. Contracts/Agreements

1. Halftime Sports (Pages 82 - 91)

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2. New Found Life (Pages 92 - 101)

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3. Top Shelf Concessions (Pages 102 - 107)

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4. SiteMed (Pages 108 - 112)

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H. Bid Award/Purchases

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2. Guardrail Repair (Pages 147 - 148)

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3. New Mail Security Service from Mimecast (Pages 149 - 150)

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



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
August 15, 2019

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

City Council Meeting
 10 N. Public Square
 August 15, 2019
 8:00 A.M. – Work Session
 9:00 A.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: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, City Attorney

II. Regular Agenda

A. Council Meeting Minutes

1. August 1, 2019

A motion to approve the August 1, 2019 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

B. Resolutions

1. 2019 CDBG Compliance

Tamara Brock, City Manager stated this resolution is to acknowledge efforts of the Cartersville City Council's ongoing compliance efforts with the Georgia Department of Community Affairs/Community Development Block Grant Program (DCA/CDBG) initiatives.

Motion to approve was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

C. Second Reading of Ordinances

1. Brunch Bill – Sunday Sales

Ms. Brock stated this is to amend the Code of Ordinances for the City of Cartersville, to allow for Sunday sales of malt beverages, wine and distilled spirits for consumption on the

premises; to authorize a referendum in the general election; to provide for an adoption and effective date; and to provide for other lawful purposes.

A motion to approve the Brunch Bill to go on the ballot in November was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA TO ALLOW FOR SUNDAY SALES OF MALT BEVERAGES, WINE AND DISTILLED SPIRITS FOR CONSUMPTION ON THE PREMISES; TO AUTHORIZE A REFERENDUM; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Cartersville, Georgia is charged with providing for the health, safety and welfare of the citizens of the City; and

WHEREAS, the City is authorized to regulate sales of alcoholic beverages in the City for consumption on the premises of licensed establishments; and

WHEREAS, SB 17, approved by the 2018 Legislative Session was signed by the Governor and became effective on May 8, 2018, authorizes sales of malt beverages, wine and distilled spirits to be sold on Sundays for consumption on the premises of licensed establishments in any local government jurisdiction that desires to place same on a referendum for a vote on a general election ballot and the referendum receives a majority approval; and

WHEREAS, the City of Cartersville has previously approved Sunday Sales for malt beverages, wine, and distilled spirits; and

WHEREAS, that in order to place the question on a referendum, a local governing authority must pass Resolution or Ordinance permitting sales of alcohol on Sundays between the hours of 11:00 a.m. and 12:00 a.m. (midnight), and forward a certified copy of same to the Elections Superintendent for placing on the ballot; and

WHEREAS, the City Council desires to amend City Code to provide for earlier Sunday sales of malt beverages, wine and distilled spirits and desires to place the question for a referendum on the November 5, 2019 election ballot.

THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA, HEREBY ORDAIN as follows:

SECTION ONE

That CHAPTER 4 - ALCOHOLIC BEVERAGES, ARTICLE II. - LICENSING REQUIREMENTS, DIVISION 1. - GENERALLY, Sec. 4-35. - Sunday license, Paragraph (2) and DIVISION 5. - HOURS OF OPERATION, Sec. 4-120. - Pouring outlets, Paragraphs (3) and (4), are hereby amended to read as follows:

A.

Sec. 4-35. - Sunday license.

(2) Alcoholic beverages may be sold and served for consumption on the premises on Sundays from 11:00 a.m. until 12:00 midnight in any licensed establishment which derives at least fifty (50) percent of its total annual gross food and beverage sales from the sale of prepared meals or food, and in any licensed establishment which derives at least fifty (50) percent of its total annual gross revenues from the rental of rooms for overnight lodging; and must qualify as a restaurant or hotel with valid unlimited health permit.

B.

Sec. 4-120. - Pouring outlets.

(3) No pouring shall be permitted between the hours of 1:30 a.m. Sunday and 11:00 a.m. Sunday, or between the hours of 12:30 a.m. and 10:00 a.m. Monday through Thursday and/or between the hours of 1:30 a.m. and 10:00 a.m. Friday and Saturday except as provided in subsection (9) herein.

(4) No wine or malt beverages or distilled spirits may be consumed on the premises of the pouring outlet between the hours of 2:00 a.m. Sunday and 11:00 a.m. Sunday, or between the hours of 12:30 a.m. and 10:00 a.m. Monday through Thursday and/or between the hours of 2:00 a.m. and 10:00 a.m. Friday and Saturday except as provided in subsection (9) herein.

SECTION TWO

Upon adoption of this Ordinance, the same shall be forwarded to the City's Election Superintendent for inclusion on the November 5, 2019 election ballot as a question as follows:

Shall the governing authority of the City of Cartersville be authorized to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage purposes by the drink from 11:00 A.M. to 12:30 P.M.?"

() YES () NO

SECTION THREE

That the Election Superintendent is further authorized and directed to place an advertisement in The Daily Tribune Newspaper once a week for two weeks prior to the date of the November 5, 2019, Election where the above question shall be placed on the ballot, stating the date and purpose of this Referendum to be placed on the ballot in the advertisement.

SECTION FOUR

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION FIVE

This Ordinance shall become effective on December 1, 2019, so long as the Referendum authorized by this Ordinance is approved by the majority of the voters on the November 5, 2019 Election Ballot. If the Referendum is not approved by a majority of the voters, this Ordinance shall be null and void.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

2. Ordinance Amendment to Correct Frontage Requirements

Randy Mannino, Planning and Development Department Head stated this is a general housekeeping clean-up in a section of the ordinance which deals with septic tank lots. This corrects an arbitrary number used for street frontage, and refers it back to our adopted frontage requirements.

Council approval of this amendment to the ordinance is recommended.

Motion to approve the ordinance amendment to correct frontage requirements was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

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 23 – SUBDIVISIONS. ARTICLE II. – REQUIRED IMPROVEMENTS. SECTION 23-19. – SANITARY SEWERS is hereby amended by deleting paragraph (b)(2) in its entirety and replacing it as follows:

1.

Sec. 23-19. - Sanitary sewers.

- (b) Wherever a public sanitary sewer is not available within a reasonable distance from the subdivision,
- (2) *Septic tanks.* A septic tank on each lot, provided the minimum lot size shall be fifteen thousand (15,000) square feet which shall comply with the City of Cartersville requirements for frontage. This minimum lot area may be increased by the health department if necessary. The following information shall be submitted to the health department for consideration of septic tank approval.
- a. Topographic information for each parcel of land on which a septic tank is to be installed. Contour intervals shall not exceed five (5) feet.
 - b. Location of all drainage facilities, either natural or proposed.
 - c. Percolation data indicated on a plat as specified by the health department.
 - d. Proposed number of sanitary fixtures per dwelling unit.

2.

All other remaining provisions of Section 23-19. are to remain as is and the replacement paragraph herein is to be made part of Section 23-19.

3.

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

D. First Reading of Ordinances

1. Text Amendment T19-04

Mr. Mannino stated the American Legion Post 42 proposes a revision to the Sign Ordinance, Section 20-25, Freestanding signs, to add MLK Jr. Drive (from corner of N. Tennessee St. to Rowland Springs Road) as an allowed road for electronic freestanding signs. American Legion is proposing this change in order to replace their existing static sign with a new digital sign.

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

The floor was opened for a public hearing.

Sam Gilstrap with New Beginning Signs came forward with Glen Thompson, American Legion Chairman to speak for the application. Mr. Thompson stated if approved the sign would be out at the entrance and has no intention to sell ad space. The sign will be used to advertise American Legion events.

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 20. SIGNS AND OUTDOOR ADVERTISING. ARTICLE II. SIGN ORDINANCE. SECTION 20-25 Freestanding signs, PARAGRAPH (2)b Electronic freestanding signs, is hereby amended by adding a new subsection as follows:

1.

Martin Luther King Jr, Drive, (Between N. Tennessee St and Rowland Springs Rd/ Morningside Dr.).

2.

The remaining provisions of Section 20-25 are to remain as is, and the additional items herein are to be made part of the roads listed in Section 20-25 (2) b which is to be re-alphabetized.

3.

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

E. Contracts/Agreements

1. Athletic Fields Inc.

Tom Gilliam, Parks and Recreation Department Head stated the Parks & Rec Department is requesting approval for Athletic Fields Inc. to renovate George Johnson & Bill Bruce Fields at Hicks Park. Rudy York & Joe Frank Harris Fields were previously renovated by this company. The total cost for the field renovations is \$33,884.00 which will be split with our baseball provider, Cartersville Little League. The Little League will pay \$16,000.00 and the City will pay the remaining \$17,884.00.

Mr. Gilliam recommended this contract with Athletic Fields Inc. to Mayor & Council for approval in the amount of \$17,884.00.

Motion to approve the Athletic Fields Inc Contract was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

F. Other

1. Facility Rental Fees Update – Removed from the agenda

G. Bid Award/Purchases

1. Garbage Truck

Tommy Sanders, Public Works Department Head stated Solid Waste opened bids on July 30th for a budgeted 20 yd Rear Loader Garbage Truck. We received bids from 6 companies and recommend the low bidder, Carolina Environmental Systems. They submitted a bid of \$145,582.00 for a Kenworth T370 with a Heil PT-1000 body.

We recommend approval of the low bid on this item. This is a GMA leasepool purchase.

A motion to approve the purchase of the garbage truck through GMA Leasepool was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

2. Claw Truck Repair

Mr. Sanders stated Solid Waste needs to repair some major components on our Claw

Truck used for picking up large yard waste and debris. We recommend your approval of the estimate from our Garage for \$18,313.61. This is a budgeted item.

A motion to approve the Claw Truck Repair was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

3. Delivery Point Filter

Michael Dickson, Gas Department came forward and stated Green Country Filter Manufacturing is a sole source provider of the filter needed for the Transco Delivery Point meter station. Mr. Dickson recommended approval of the purchase of this filter and additional components totaling \$6,487.00.

A motion to approve the Delivery Point Filter was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

4. Workers Compensation Subsequent Injury Trust Fund

Dan Porta, Assistant City Manager stated the 2018 annual assessment for workers compensation claims has been received and is \$5,309.63. This invoice is recommended for your approval.

A motion to approve Workers Compensation Subsequent Injury Trust Fund was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

5. Bartow County Motorola Radio Invoice

Mr. Porta stated the second quarter 2019 invoice for the new countywide radio system is due in the amount of \$11,520.36 and is recommended for your approval.

A motion to approve Bartow County Motorola Radio Invoice was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

H. Public Hearing

1. City of Cartersville M & O Millage Rate set at 3.259 Mills for 2019

Tom Rhinehart, Finance Department Head stated the property taxes received from the Cartersville M&O property tax collections are used for the general city government operations, which include police, fire, recreation, public works, etc. The proposed 2019 millage rate of 3.259 mills is considered to be above the 2019 rollback rate of 2.106 mills. As a result, the city is required to hold three public hearings for the public to voice their opinions about the proposed tax increase. This is the second of the three required meetings. Mr. Rhinehart recommended approval of the Cartersville M&O property tax millage rate of 3.259 mills for 2019.

The Mayor opened the floor for a public hearing to anyone wishing to speak for or against the City of Cartersville M & O Millage Rate set at 3.259 Mills for 2019:

Margaret Angelo of Cartersville, GA came forward to speak against.

With no one else coming forward the public hearing was closed.

A motion to approve City of Cartersville M & O Millage Rate set at 3.259 Mills for 2019 was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

I. Other

1. Cartersville School System 2019 Millage rate Set at 14.576 Mills

Mr. Rhinehart stated the Cartersville City School System has recommended to their Board to lower the school system's 2019 millage rate to 14.576 mills. This is the rollback rate for 2019. The City Council approves the School Board's recommended tax millage rate for city residents where all the property taxes collected are used by the Cartersville City School System. I recommend approval of the Cartersville City School System property tax millage rate of 14.576 mills for 2019.

The Mayor opened the floor for a public hearing to anyone wishing to come forward to speak for or against Cartersville School System 2019 Millage rate Set at 14.576 Mills. No one came forward and the public hearing was closed.

Motion to approve Cartersville School System, 2019 Millage rate Set at 14.576 Mills was made by Council Member Stepp and seconded by Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

2. Cartersville Business Improvement District Millage Rate Set at 1.789 Mills for 2019

Mr. Rhinehart stated the Cartersville Business Improvement District (BID) is made up of the Downtown Cartersville Business District. These business owners have been self-assessing a property tax for many years to raise funds for use in the downtown area. The Downtown Development Authority (DDA) works with the local businesses to use the funds to improve the downtown area. The DDA Board requests the City Council approval of their recommended BID's property tax millage of 1.789 mills for 2019. This is the rollback rate. Mr. Rhinehart recommended approval of the Cartersville Business Improvement District property tax millage of 1.789 mills for 2019.

The Mayor opened the floor for a public hearing to anyone wishing to come forward and speak for or against Cartersville Business Improvement District Millage Rate Set at 1.789 Mills for 2019. No one came forward, and the public hearing was closed.

A motion to approve Cartersville Business Improvement District Millage Rate Set at 1.789 Mills for 2019 was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0. _____

3. GO Parks & Recreation Bond Property Tax Millage Rate set at 0.861 Mills for 2019

Mr. Rhinehart stated the citizens of Cartersville approved a referendum in November of 2014 authorizing the city to issue bonds to be used to pay for renovations and improvements to the parks and recreation buildings and properties. The bonds were issued with a ten year payback period. In order to make the scheduled bond payments, the city is assessing a property tax millage of 0.861 mills (rollback rate) for 2019, also approved by the citizens. The millage rate for this will fluctuate over the ten years and will need to be set with a millage large enough to cover the semi-annual bond payments. Mr. Rhinehart recommended approval of the Cartersville GO Parks and Recreation Bond tax millage rate of 0.861 mills for 2019.

The Mayor opened the floor got a public hearing to anyone wishing to come forward and speak for or against GO Parks & Recreation Bond Property Tax Millage Rate set at 0.861 Mills for 2019. No one came forward and the public hearing was closed,

A motion to approve GO Parks & Recreation Bond Property Tax Millage Rate set at 0.861 Mills for 2019 was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

J. Monthly Financial Statement

June Financial Reports

Mr. Rhinehart gave the financial report comparing June 2018 to Jun 2019.

Council Member Stepp made a motion to add three items to the agenda. The motion was seconded by Council Member Hodge and carried unanimously. Vote: 6-0.

Added Items:

1. Federal Annual Report to the United States Department of Justice

Chief McCann came forward and stated this is the annual report the Police Department submits to the Department of Justice to show revenues generated and expenditures. Chief McCann requested authorization from Council for the Mayor to sign the report in order for him to submit it.

Motion to approve the authorization of the Mayor's signature on the Annual Report to the United States Department of Justice was made by Council Member Stepp and seconded by

Council Member Roth. Motion carried unanimously. Vote: 6-0.

2. Medical Insurance Brokerage Firm

Mr. Porta came forward and stated he recommended approval of One Digital to be the City's Medical Insurance Brokerage firm. Four firms were interviewed. Council approval is recommended.

Motion to approve One Digital to be the City's Medical Brokerage Firm was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

3. Resolution

Keith Lovell, City Attorney stated this resolution institutes a moratorium beginning August 15, 2019 on all new applications for renovations or improvements of any properties within the Cherokee-Cassville Historic District and the West End Historic District.

The Mayor opened the floor for a public hearing to anyone wishing to come forward and speak for or against the resolution. With no one coming forward the public hearing was closed.

RESOLUTION NO:_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING A TEMPORARY MORATORIUM AS OF AUGUST 15, 2019 ON ALL NEW APPLICATIONS FOR RENOVATIONS OR IMPROVEMENTS OF ANY PROPERTIES WITHIN THE CHEROKEE-CASSVILLE HISTORIC DISTRICT AND THE WEST END HISTORIC DISTRICT

WHEREAS, the City of Cartersville has created several historic districts within the City of Cartersville; and

WHEREAS, the City of Cartersville, Georgia desires to consider if zoning ordinances and development regulations need to be revised to protect the historic integrity of the historic districts and the contributing properties as defined by City Code Section 9.25-31(a)(3)(a) therein; and

WHEREAS, the Mayor and City Council of the City of Cartersville desire to receive input from its planning professionals and the City of Cartersville Historic Preservation Commission in regard to proposed revisions and issues of concern; and

WHEREAS, the Mayor and City Council are concerned with the recent issues relating to painting over existing non painted bricks, issuance of demolition permits, sidewalks, drive cuts, setbacks, fire safety regulations, subdivision of contributing properties, parking on said properties, fencing and screening, signage, compatibility of new architecture with the contributing properties in said district, frontage requirements, lot

size; and preservation of residential nature of certain historic districts within the City of Cartersville; and

WHEREAS, the Mayor and City Council are concerned that existing development regulations and zoning ordinances may not adequately address these issues; and

WHEREAS, the City of Cartersville Historic Preservation Commission has had incidents of painting non painted brick on a contributing property in violation of the current ordinance, and questions or appeals related to window alterations, roof pitches and slopes, demolition of structures, subdivision of property, landscape features, and fencing; and

WHEREAS, the two historic districts that these issues are most raised are in the Cherokee-Cassville Historic District and West End Historic District; and

WHEREAS, the Mayor and City Council of the City of Cartersville have determined that it is in the best interest of the City of Cartersville, and promotes the general public welfare, health and happiness as well as the historical integrity of the Cherokee-Cassville Historic District and West End Historic District to adopt a one hundred twenty (120) day moratorium on the issuance of demolition permits, application of variances to the Board of Zoning appeals, rezoning applications, and the application and appeal of the subdividing of any contributing property within said districts.

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

1) Effective from the 15th day of August, 2019, for a period not to exceed one hundred (120) days, that a temporary moratorium be issued for contributing properties as defined in City of Cartersville Code Section 4.25-33(a)3(a) located in the Cherokee-Cassville Historic District and West End Historic District be issued to prohibit the following:

- a) issuance of drive cuts;
- b) issuance of demolition permits;
- c) filing of an application for variance from the building codes and fire codes of the City of Cartersville;
- d) filing of rezoning applications;
- e) application and approval of subdivision of property;
- f) application and approval of preliminary or final plat; and
- g) the following are exempt from the requirements of this temporary moratorium:
 - i) projects with an active land disturbance permit issued by the City of Cartersville prior to the date of the adoption of this moratorium;
 - ii) projects that have been granted variances or a zoning amendment prior to the date of adoption of this moratorium;
 - iii) projects for Bartow County, the City of Cartersville and/or the State of Georgia;

- iv) projects for which building permits have been issued prior to the date of the adoption of this moratorium;
- v) demolition permits for buildings declared to be unfit for human habitation by order of the City of Cartersville Municipal Court Judge; and
- vi) properties that have been issued a preliminary plat prior to the date of adoption of this temporary moratorium.

This moratorium is in effect from the date and time of adoption on August 15, 2019. It is anticipated that this moratorium shall last until December 13, 2019 but is subject to change by the Mayor and City Council. During the time this moratorium is in place, the City Staff and Historic Preservation Commission are hereby directed to review the City's development regulations, landscape ordinance, zoning ordinance, building codes, and Historic Preservation Ordinance and prepare appropriate revisions thereto and to submit their recommendations and proposals by September 30, 2019.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 15th day of August, 2019.

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

ATTEST:

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

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

Meeting Adjourned

/s/ _____
Matthew J. Santini, Mayor

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Historic Preservation Commission

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	The terms of Lynne Pritchett and Greg Frisbee who currently serve on the Historic Preservation Commission will expire on September 7, 2019. Both appointees are willing to continue serving if re-appointed and their new term expiration will be September 7, 2022.
City Manager's Remarks:	Your approval of the appointments to the Historic Preservation Commission is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Alcohol Control Board

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Cartersville City Council voted to update the composition of the Alcohol Control Board on July 2, 2019. The recommended appointees are: Ward 1, Robby Stewart; Ward 2, Jessie Weaver; Ward 3, Dan Heilman; Ward 4, Christine Brown; Ward 5, Cortney Hultman; Ward 6, Rick Kollhoff; Mayor's appointee, Ric Napps. Applications for Jessie Weaver and Cortney Hultman are attached for your reference. If appointed, their terms will expire on September 5, 2023. If those who were already serving on the board are reappointed, they will continue serving their current terms.
City Manager's Remarks:	Your approval of the ACB members and their terms is recommended for approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information			
Name	<u>Huttman</u>	<u>Cortney</u>	<u>M</u>
	(last)	(first)	(middle initial)
Address	<u>3 Elm St.</u>		
	(street)		
Email Address	<u>Cortney.mhuttman@gmail.com</u>		
Home Phone	_____	Cell Phone	<u>678-873-2225</u>
City Resident	Yes ☒ No ☐	Ward	1 2 3 4 <u>5</u> 6 (if applicable)

Related Experience: Civic/Business/Other
<u>Mozes Garment Market owner 17 yrs</u>
<u>New Georgia Arts Alliance Board member 10 yrs</u>

Personal References (list at least 3)	
<u>Suzanne Bernt 678-721-0522</u>	_____
<u>Bryan Cady 770-655-0927</u>	_____
<u>Scott Smith 770-324-9676</u>	_____

Position Information	
Board/Commission applying for: <u>Alcohol Control Board</u>	
Reason interested in position (please explain in space provided)	
Applicant Signature <u>Cortney M Huttman</u>	Date <u>7-16-19</u>

Thank you for your interest in serving our community

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name WEAVER JESSICA K
 (last) (first) (middle initial)

Address 103 GRASSDALE RD
 (street)

Email Address jknwaver3@gmail.com

Home Phone ✓ Cell Phone 404-642-1265

City Resident Yes ✓ No Ward 1 2 3 4 5 6
 (if applicable)

Related Experience: Civic/Business/Other

- REACH BARTON MENTOR
- READ TO GROW

A part of the community, patron of staying local to support
restaurants/ small businesses in the city of Cartersville.

Personal References (list at least 3)

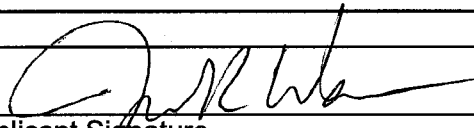
Katie Knight Tyson Williams
Kristy Mitchell
BART MOORE

Position Information

Board/Commission applying for: Alcohol Control Board

Reason interested in position (please explain in space provided)

I want to be a part of the communities growth & goals for the
future. I believe in the City of Cartersville and their goals for the
community.

Applicant Signature 

Date 8/29/19

Thank you for your interest in serving our community

Item # 3



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Downtown Development Authority

SubCategory:	Appointments
Department Name:	Downtown Development Authority
Department Summary Recommendation:	After taking applications and interviewing candidates, the DDA board has recommended Alexis Carter-Callahan for appointment to the DDA board seat vacated by Michael Chitwood. Staff recommends this appointment.
City Manager's Remarks:	Your approval of Alexis Carter-Callahan to the DDA Board is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
National Surgical Technologist Week

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	This proclamation is recognizing surgical technologists and the critical services they provide.
City Manager's Remarks:	No formal action is needed on the part of Council. This is just an opportunity to recognize national surgical technologists' week.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, for over 60 years, surgical technology has grown to meet the ever-increasing demand for well-educated, highly-skilled and versatile surgical technologists; and

WHEREAS, surgical technologists are entrusted with the lives and well-being of patients and provide a critical service during surgical procedures; and

WHEREAS, over 90,000 surgical technologists nationwide are an integral part of the surgical team committed to providing the highest quality of surgical care to patients; and

WHEREAS, surgical technologists are responsible for the application of sterile and aseptic technique in the operating room, ensuring that equipment functions properly and facilitating safe and effective conduct during invasive surgical procedures; and

WHEREAS, surgical technologists strive to prevent life-threatening surgical site infections and maximize patient safety; and

WHEREAS, the surgical technologist's motto "Aeger Primo, the patient first" reflects total commitment to patient safety and advocacy.

NOW, THEREFORE I, Matthew J. Santini, Mayor of the City of Cartersville, do hereby proclaim September 15-21, 2019 as National Surgical Technologist Week and urge all my fellow citizens to join me in acknowledging the important role of surgical technologists in the care and recovery of their patients.

*In Witness whereof I have hereunto set my
hand and caused this seal to be affixed*

Mayor

Attest: _____ City Clerk



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Text Amendment T19-04

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	American Legion Post 42 proposes a revision to the Sign Ordinance, <i>Section 20-25, Freestanding signs</i> , to add MLK Jr. Drive (from corner of N. Tennessee St. to Rowland Springs Road) as an allowed road for electronic freestanding signs. American Legion is proposing this change in order to replace their existing static sign with a new digital sign.
City Manager's Remarks:	This is the second reading. It would add MLK Drive as an allowed road for electronic freestanding signs.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor Santini & City Council
From: Randy Mannino and David Hardegree
Date: July 18th, 2019
Re: *Text Amendment T19-04. Adding a portion of MLK Jr. Drive to the allowed roads for electronic freestanding signs.*

American Legion Post 42 proposes a revision to the Sign Ordinance, *Section 20-25, Freestanding signs*, to add “MLK Jr. Blvd (from corner of N. Tennessee St. to Rowland Springs Road)” as an allowed road for electronic freestanding signs.

American Legion Post 42 is proposing this change in order to allow for an updated and more visible sign for their property. If the text amendment is approved, when the new sign is constructed, the American Legion will take down the existing billboard on the property.

The proposed ordinance amendment is attached.

Planning Commission recommends approval (6-0)

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 20. SIGNS AND OUTDOOR ADVERTISING. ARTICLE II. SIGN ORDINANCE. SECTION 20-25 Freestanding signs, PARAGRAPH (2)b Electronic freestanding signs, is hereby amended by adding a new subsection as follows:

1.

Martin Luther King Jr, Drive, (Between N. Tennessee St and Rowland Springs Rd/ Morningside Dr.).

2.

The remaining provisions of Section 20-25 are to remain as is, and the additional items herein are to be made part of the roads listed in Section 20-25 (2) b which is to be re-alphabetized.

3.

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

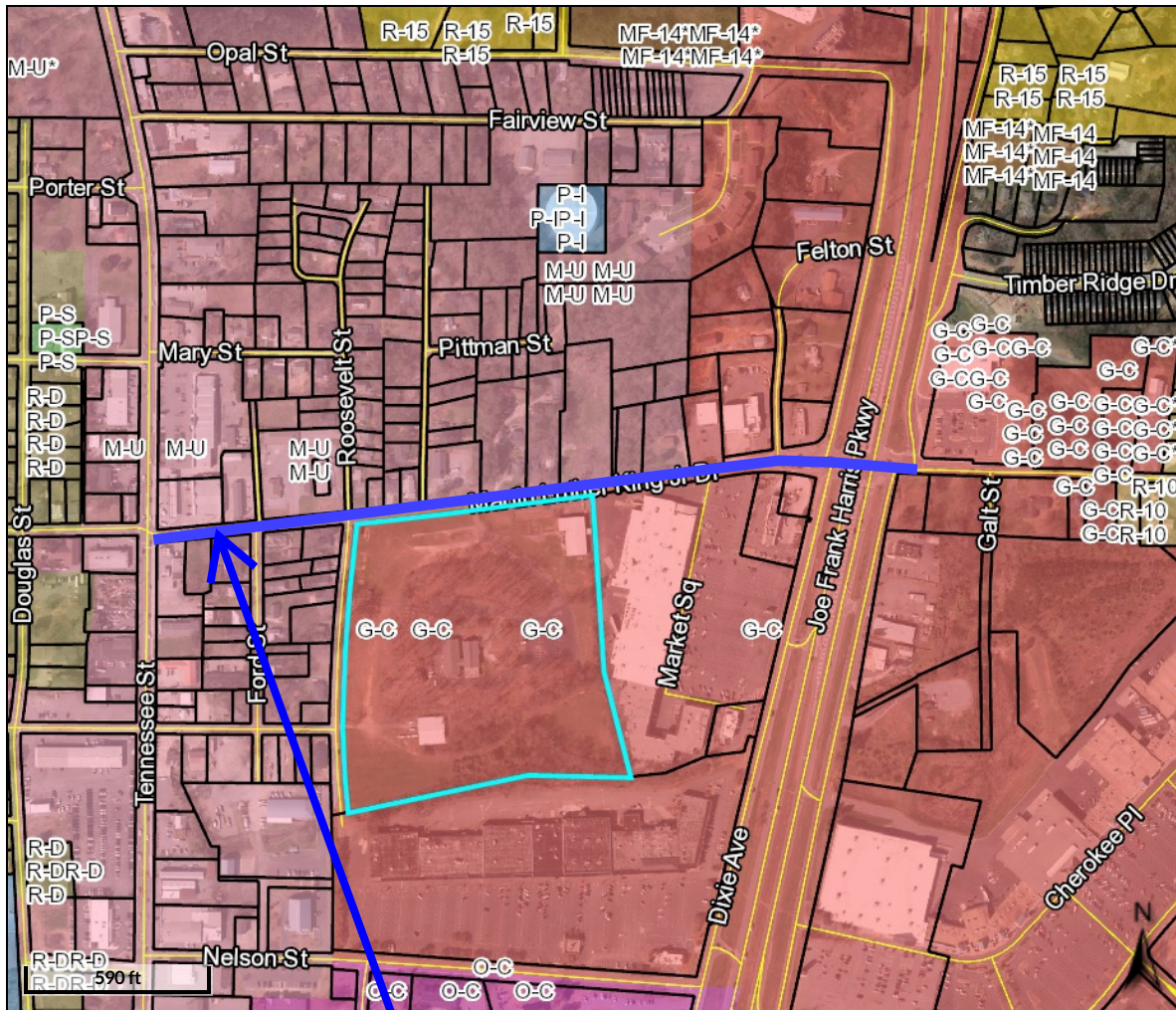
FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

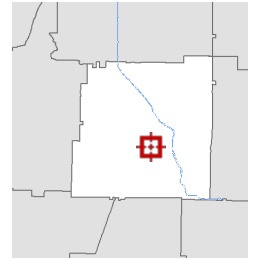


Bartow County, GA



**Location of
Proposed
Amendment**

Overview



Legend

Parcels

Cartersville Zoning

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

Parcel ID C004-0003-001
Sec/Twp/Rng n/a
Property Address 1 ROOSEVELT ST
Cartersville

Alternate ID 32618
Class Exempt
Acreage 14

Owner Address BARTOW AMERICAN LEGION
PO BOX 516
CARTERSVILLE GA 30120

District Cartersville

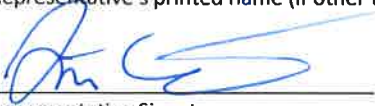
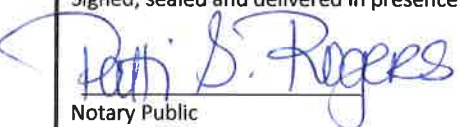
Item # 6

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

Case Number: T19-04
Date Received: 7/8/19

Public Hearing Dates:
Planning Commission 8/6/19 5:30pm 1st City Council 8/15/19 7:00pm 2nd City Council 9/5/19 7:00pm

APPLICANT INFORMATION

Applicant (printed name) <u>American Legion Post 42</u>	Office Phone <u>770-713-6360</u>
Address <u>1 Roosevelt St.</u>	Mobile/ Other Phone _____
City <u>Cartersville</u> State <u>GA</u> Zip <u>30120</u>	Email _____
Representative's printed name (if other than applicant) <u>Tim Gilstrap</u>	Phone (Rep) <u>404-392-6984</u>
	Email (Rep) <u>tim@nbsigns.com</u>
Representative Signature	Applicant Signature 
Signed, sealed and delivered in presence of: 	My commission expires: <u>Aug. 13, 2019</u>
Notary Public	

Item # 6

1. Existing Text to be Amended:

Article 11, Section 20-25, Subsection 2

Existing Text Reads as Follows: See attached -
Existing Sign Ordinance

2. Proposed Text:

Proposed Text Reads as Follows: See attached -
Proposed Sign Ordinance

(Continue on additional sheets as needed)

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

3. Reason(s) for the Amendment Request:

See Attached

Reason for Amendment

(Continue on additional sheets as needed)

**REQUIREMENTS FOR FILING
AN APPLICATION FOR TEXT AMENDMENT(S)
CITY OF CARTERSVILLE, GA**

Item # 6

Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2nd Floor. Cartersville, GA 30120.

Requirements

- 1. Completed Application:** Include all signatures. Complete items 1, 2 and 3.
- 2. Filing Fee:** A non-refundable filing fee of **\$400.00** must accompany the completed application.
- 3. Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of **\$30.00** which covers the cost of the newspaper ad.
- 4. Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
 - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

REASON FOR AMENDMENT

The reason for this text amendment request is to help us obtain a sign that is easily changed and more appealing than our existing old style billboard. We need an LED message center just as most business do, to easily change and present to the public all of our local events, fund raisers and most importantly The Fair! That we've been hosting to the public since 1946. The property is only 50ft from another piece of property that is allowed the same type of signs 50% bigger. If this text amendment is approved we will no longer need the existing billboard that is not allowed in the current signs ordinance but is grandfathered in. Therefore we will be taking it down if the variance is approved. Thank you for your consideration.

Item # 6

American Legion Post 42

PROPOSED SIGN ORDINANCE

Sec. 20-25. - Freestanding signs.

All signs under this section require a permit.

(1) Location. If a lot has more than one (1) street frontage and a freestanding sign is proposed on each street, then the freestanding sign allowed on each frontage can be no closer to the intersection of said streets than half the distance of the frontage on each street.

(2) Electronic freestanding signs.

A. Electronic freestanding signs which are directly illuminated; exhibit animation; blink; change copy; display moving pictures or images; flash; contain light emitting diode (LED); and/or contain liquid crystal display (LCD) shall be prohibited for residential use properties and the downtown business district (DBD).

B. Electronic freestanding signs on nonresidential use properties shall be prohibited except when located adjacent to one (1) of the following roads:

1. Burnt Hickory Rd. (beginning at, and including, the intersection with West Ave. and running north).
2. Cassville Rd. (beginning at, and including, the intersection with North Erwin St. and running northwest).
3. Church St. (beginning at, and including the intersection with North Tennessee St. and running east).
4. Collins Dr.
5. Douthit Ferry Rd. (beginning at, and including, the intersection with West Ave. and running south until, and including, intersection with Indian Mounds Rd.).
6. Felton Rd. (beginning at, and including, the intersection with Tennessee St. and running east until, and including, the intersection with US 41).
7. Gentilly Blvd.
8. Grassdale Rd. (beginning at, and including, the intersection with US 41 and running north).
9. Henderson Dr.

10. Old Mill Rd. (beginning at, and including, the intersection with Henderson Dr. and running west).

11. State Route 20.

12. Tennessee St.

13. US 41 and corresponding frontage roads.

14. US 411 and corresponding frontage roads.

15. West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).

16. MLK Jr. Blvd. (From Corner of N. Tennessee St. to Roland Springs Rd.)



New Beginning Signs & Graphics
5 Gilmer Street
Cartersville, Georgia 30120
770-387-1720
www.nb signs.com

THIS ORDER IS ON
HOLD
PENDING WRITTEN APPROVAL
9 # uat1

THIS PROOF IS FOR THE PURPOSE OF CORRECTING SPELLING & ERRORS.
PLEASE CHECK YOUR INFORMATION CAREFULLY. YOUR SIGNATURE BELOW RELEASES
NB SIGNS FROM ALL RESPONSIBILITY FOR ERRORS AND OMISSIONS ON FINISHED PRODUCT.
THIS CUSTOM DESIGN IS THE EXCLUSIVE PROPERTY OF NEW BEGINNING SIGNS. ALL RIGHTS TO ITS USE AND REPRODUCTION ARE RESERVED.

PRODUCTION TIME BEGINS WHEN THIS PROOF IS RETURNED TO NEW BEGINNING SIGNS

3'x8' LED Double
Faced Cabinet

Cut Orange Translucent
and Reg Black Vinyl

3'-5"x8' LED Double Faced
Message Board

6" steel post powder coated black

3'x5' concrete footing with 3/4"x5ft
threaded rods



15 ft

For approvals/changes:

Please reply to this email with the following information:

Your approval sent via email will be a legal binding for payment on your order.

If you have any questions please call 770-387-1720

- OK to go ahead with order as is
- OK to go ahead - with changes noted on proof
- Make corrections and return a new proof

Artwork Property of:





Item # 6



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Small Wireless Facility Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	This ordinance is required by law in the State of Georgia. Chapter 22. Streets and Sidewalks, in the City of Cartersville Code of Ordinances is being amended by creating a new Article VI. Wireless Facilities and Antennas Ordinance.
City Manager's Remarks:	This is a requirement of Georgia state law. The ordinance will allow for a new article in Chapter 22 of the ordinances and creates a new article concerning wireless facilities and antennas. This is the first reading. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 22. STREETS AND SIDEWALKS, IS HEREBY AMENDED BY CREATING A NEW ARTICLE VI. WIRELESS FACILITIES AND ANTENNAS ORDINANCE

Sec. 22-141. – Purpose and Compliance.

(a) O.C.G.A. § 32-4-92(a)(10) authorizes the City of Cartersville, Georgia (the “City”) to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the “SWFAA”), addresses the placement of small wireless facilities in the public rights of way of the City.

(b) The City finds it is in the best interest of the City and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities, poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights of way and its uses in the City.

(c) The objective of this Ordinance is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents’ quality of life.

Sec. 22-142. - Definitions

(a) Unless defined below, terms used in this Ordinance shall have the meanings given them in O.C.G.A. § 36-66C-2.

Sec. 22-143. – Permits

(a) A permit is required to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

(b) Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the City of Cartersville Planning and Development Department for a permit. Applications are available from the City of Cartersville Planning and Development Department

[The application template is included as Exhibit A to this Ordinance]. Any material change to information contained in an application shall be submitted in writing to the City of Cartersville Planning and Development Department within 30 days after the events necessitating the change.

(c) As part of their application applicants must show that such pole and support structure does not conflict with any other existing underground or buried utilities located within said right of way, or in the area designated for underground utilities pursuant to the City of Cartersville Code of Ordinances.

(d) Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

(e) The City of Cartersville Planning and Development Department shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.

(f) Applications for permits shall be approved except as follows:

(1) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which:

a) the applicant has the right to collocate subject to reasonable terms and conditions; and
b) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

(2) The City of Cartersville Planning and Development Department may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

(3) For applications for new poles in the public right of way in areas zoned for residential use, the City of Cartersville Planning and Development Department may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the City of Cartersville Planning and Development Department's proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

(g) A permit issued under this Ordinance shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

(h) Upon the issuance of a permit under this Ordinance, and on each anniversary of such issuance, every person issued a permit shall submit to the City the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

(i) Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.

(j) The City may revoke a permit issued pursuant to this Ordinance if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Ordinance or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the City may proceed according to Section 3.10.

(k) If a wireless provider occupies the public rights of way without obtaining a permit required by this Ordinance or without complying with the SWFAA, then the City may, at the sole discretion of the City, restore the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the City in doing so, plus a penalty not to exceed \$1,000.00. The City may suspend the ability of the wireless provider to receive any new permits from the City under this Ordinance until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(l) All accepted applications for permits shall be publically available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

(m) An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.

(n) Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).

(o) Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten (10) years.

(p) Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

(q) If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the City shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the City shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

Sec. 22-144. - Removal; Relocation; Reconditioning; Replacement; Abandonment

(a) A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).

(b) In the event of a removal under Section 4.1, the right of way shall be, to the extent practicable in the reasonable judgment of the City, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the removal within 90 days of the removal, the City may, at the sole discretion of the City, restore the right of way to such condition and charge the person the City's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The City may suspend the ability of the person to receive any new permits under Ordinance until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(c) If, in the reasonable exercise of police powers, the City determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the City make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

(d) The City shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).

(e) A wireless provider must notify the City of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The City may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

Sec. 22-145. – Standards.

(a) Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under Ordinance; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h).

(1) New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

(2) Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

(i) Fifty feet above ground level; or

(ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

(3) New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

(4) New small wireless facilities in the public right of way collocated on a new or replacement pole under Section 22-144(a)(1) or (2) may not extend above the top of such poles.

(b) A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the City has identified that a streetlight is necessary.

(c) Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

(1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

(2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.

(3) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be

designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.

(4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

(5) Permittees shall not place or maintain signage on communications facilities, including small cell facilities or utility poles for deployment of small cell facilities, in public rights-of-way, unless otherwise required by federal or state law, provided; however, existing structures that lawfully supported signage before being repurposed may continue to support signage as otherwise permitted by law.

(6) A Small Wireless Facility shall not have any type of lighted signal, lights, or illuminations unless required by applicable codes, local codes or regulations, a permit issued by the City, or state and federal laws and regulations or as permitted by the City.

(7) All proposed new or replaced utility poles for deployment of small cell facilities shall meet the design standards contained in this code section, or the License Agreement and permit, unless waived by the Mayor and City Council.

(i) A replaced or restructured utility pole to accommodate the deployment of a Small Wireless Facility shall be in the same location as the original utility pole.

(ii) The replaced or restructured utility pole shall be substantially similar in finish, base and pole design, diameter, material and height as the original pole being replaced, unless the City requires a different design, color or composition to be consistent with applicable City standards for new utility poles.

8. New utility poles shall be designed to be substantially similar in design to other utility poles in the same block or vicinity of the public right-of-way. Such design aspects to follow include the material, base, pole diameter and style, location and style of attachments, finish, and cap, as applicable. By way of example, if existing utility poles in the same are of the public rights-of-way are light poles, the new utility pole should be designed substantially similar to such light poles and to the extent consistent with location context regulations, equal distance between existing poles. "Tot the extent not inconsistent with applicable law, any such stealth utility pole for deployment of a Small Wireless Facility shall function in the same manner as the facility it is intended to resemble in compliance with the City Code, at the expense of the permittee. By way of example, if a permittee installs a utility pole for deployment of a Small Wireless Facility to resemble a nearby light pole, the facility should include a light that is operated in the same manner as other light poles, at the applicant's expense unless and until ownership of such pole is transferred to the City.

9. Notwithstanding this subsection, if the proposed location of a new utility pole for deployment of a Small Wireless Facility is within a public right-of-way that is within a particular special district, zoning district, character area, overlay district, historic district or

property, or a homeowners' association that has design standards applicable to utility poles, such proposed utility pole shall substantially comply with such design standards.

10. This subsection does not authorize the installation of a new utility pole for deployment of a Small Wireless Facility in a location that is otherwise prohibited pursuant to court order or applicable codes.

11. Attachment authorization. Any Small Wireless Facilities that require installing, collocating, modifying or replacing wireless attachments and ancillary equipment to a pole or support structure, or otherwise attaching or using a third party's pole shall require, in addition to obtaining a permit, the applicant to submit evidence that the applicant has authorization allowing the placement of the Small Wireless Facility on the pole or other support structure.

12. Small Wireless Facilities and wireless attachments shall be operated and maintained in a manner that does not interfere with public safety, utility, or public works equipment.

(d) Stealth design for deployment of Small Wireless Facility.

(1) Wires, cables and equipment to be deployed on a utility pole shall be within the utility pole or if not possible to being installed within the utility pole, covered with a shroud. No exposed wires or cables are permitted.

(2) If the utility pole for the proposed deployment of a Small Wireless Facility is a light pole, a street light fixture substantially similar in design to the existing street light fixture shall, to the extent technically feasible, be used to camouflage the Small Wireless Facility such as through replacement of the cobra head with a new cobra head containing the Small Wireless Facility, or a side-mounted light may be replaced with a substantially similarly designed side mounted light containing the Small Wireless Facility. Unless consistent with the design of the utility pole, a Small Wireless Facility shall not be deployed on a mast of a utility pole. Any street light fixture installed by the permittee shall be maintained in good working order by the permittee at its cost unless and until ownership of such pole is transferred to the City.

(e) Wireless Equipment not deployed on utility poles or existing structures.

(1) Ground-mounting Wireless Facility up to 28 cubic feet, in dimension shall be located within a ten (10) foot radius of the existing structure or utility pole for the collocated Small Wireless Facility.

(2) The ground-mounted Wireless Facility shall be architecturally designed consistent with the City's design style. Ground-mounted Wireless Facilities up to 28 cubic feet shall have a non-reflective finish of a neutral color consistent with the predominant background color of the attachment or the surrounding landscape and placed on a concrete base surrounded by appropriate landscaping for the area. Alternatively, the permittee may

propose a Small Wireless Facility that would be substantially similar in terms of material, design and color finish to other at-grade City owned infrastructure within 500 feet of the proposed location in the public rights-of-way such as waste receptacles or City rights-of-way infrastructure.

(3) To the extent consistent with applicable codes, at the City's direction the permittee owner of a ground-mounted Small Wireless Facility in the public rights-of-way shall conceal the facility with landscaping and plantings consistent with other landscaping in the area. In areas with landscaped swales, the Small Wireless Facility must be within the swale and concealed with consistent landscaping. Landscaping and plantings pursuant to this subsection shall be subject to the City's approval and be maintained by the permittee at its sole cost and expense consistent with the City Code for so long as the Small Wireless Facility remains in the public rights-of-way.

(f) Undergrounding Provisions.

(1) Applicant shall comply with nondiscriminatory undergrounding requirements that prohibit electric utilities, telecommunications or cable providers from installing structures in the rights-of-way without prior zoning approval in areas zoned for single family residential use, provided such requirements shall not prohibit the replacement of existing structures with structures whose design the City expressly consents to.

(g) Development Standards.

In addition to the requirements detailed elsewhere in this Ordinance, the following development standards shall apply to all Small Wireless Facilities governed by this Ordinance:

(1) Any Small Wireless Facility attached to a pole hosting a street light, traffic light, or other public safety purpose shall only be permissible to the extent it does not interfere with the operation of any public safety function or public safety communications. If in the City's sole discretion it is determined that a particular pole or location cannot support a Small Wireless Facility, without interfering with or otherwise affecting the reliability performance, safety, or other functional aspects of such a pole, the City may deny a permit to install Small Wireless Facility on such a pole, or to construct a new or replacement utility pole or wireless support structure, at such a location, to the extent permissible by law.

(2) All Small Wireless Facilities shall incorporate Concealment Elements to the maximum extent technically and economically feasible and as appropriate to the site and type of facility. Specifically, all small wireless facilities shall employ and maintain camouflage design techniques to minimum visual impacts and provide appropriate screening. Such techniques shall be employed so that the installation, operation, and appearance of the small wireless facilities will be consistent with the character of the surrounding area or the structure to which the small wireless facility is attached.

(3) Wireless providers may place new poles or wireless support structures in the rights-of-way, but only where there are existing above-ground utility poles and the poles must be removed if other such poles are removed, unless those poles would meet the requirements of this subsection as permissible new poles. Specifically, and furthermore, a new pole is only permitted if the Applicant can show:

i. Existing utility poles or other support structures cannot be used to support the small wireless facilities, or would require a modification that would make the addition of an additional utility pole or wireless support structures less intrusive or safer;

ii. The pole or support structures to be installed will be similar in size and design to existing poles, and placed approximately to minimize intrusiveness and to avoid creating undue hazard to persons or property; and

iii. The Applicant demonstrates that the denial of the application would prohibit or have the effect of prohibiting the provision of personal wireless services, within the meaning of 47 USC §332(c)(7) as interpreted by precedent binding in the Eleventh Circuit Court of Appeals.

(4) Every new utility pole or wireless support structure shall be a monopole rather than a lattice tower or guy-wire support tower, unless otherwise authorized.

(5) No facility shall be built so as to cause the right-of-way in which the facility is located to fail to comply with the Americans with Disabilities Act or otherwise obstruct access.

(6) All facilities shall be designed so as to be resistant to and minimize the opportunities for unauthorized access, climbing, vandalism, graffiti, and other conditions, which would result in hazardous conditions, visual blight, or attractive nuisances.

(7) Any equipment that is not installed underground shall be screened by structures, topography, or vegetation to the maximum extent technically and economically feasible. Coaxial cables, conduit lines, and electrical boxes for ground-mounted wireless equipment shall be placed underground or within approved structures to the extent feasible.

(8) Wireless providers shall be encouraged to design small wireless facilities to serve as public art, flagpoles, or artificial natural features such as trees or rocks where such designs are appropriate and technically and economically feasible.

(9) Unless otherwise required by city, county, state, or federal rules or regulations, small wireless facilities shall have non-reflective finish and shall be neutral color consistent with the predominant background color.

(10) Signal lights or illumination shall be prohibited unless required by the FCC or Federal Aviation Administration.

(11) The facilities shall not bear any signage, other than certification, warning, information, safety, and directional signage, or other non-commercial signage required by law, or expressly permitted by the City.

(12) Any facility occupying a City-owned pole is only permissible to the extent the existing function of the pole is not impeded. In particular, street lights and traffic lights' power supplies may not be used by applicants. When attaching to City-owned poles, applicants are responsible for securing separately metered power for their facilities, and are responsible for any and all costs incurred in modifying a pole to support additional power supplies. In all other cases, applicants are responsible for ensuring that their power supply arrangements with electric utilities do not result in any incremental cost increase to the City.

(13) In the event a replacement pole is required, the applicant shall notify the pole owner of the date of the City's action approving the new pole and the old pole shall be removed within ninety (90) days of the placement of the replacement pole.

(h) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under Ordinance and (ii) compliance with applicable codes.

(i) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under Ordinance and (ii) compliance with applicable codes.

(j) Whenever possible, each provision of this Ordinance, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Ordinance is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Ordinance will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

Sec. 22-146. – Effect of Permit.

(a) A permit from the City authorizes an applicant to undertake only certain activities in accordance with this Ordinance, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-way.

(b) No permit for construction issued under this Ordinance shall be valid for a period longer than twelve (12) months unless construction has actually begun within that period and is thereafter diligently pursued to completion.

Sec. 22-147. – Waivers.

A request for waiver of the design standards for a proposed small wireless facility that does not satisfy these design guidelines shall be submitted to the public works department for review and approval prior to the permittee submitting an application. The City Manager or designee reserves the right to submit any application for small wireless facility permit to the City Council with notice to the applicant, to determine if such proposed facility is consistent with the City's objective design standards. The City shall approve or deny the request for a waiver in writing within thirty (30) calendar days. If a decision is not received by the applicant on day 30, the proposed design is deemed approved. After thirty (30) calendar days, the applicant shall submit its application, which the City shall process in accordance with the timelines established by Title 36. Chapter 66C of the Georgia Code.

Sec. 22-148. – Variance and Appeal Process.

(a) Any applicant desiring relief or exemption from any aspect or requirement of this Ordinance may request the Planning and Development Department, in the case of volume of the deployment, or in any other case, provided that the relief or exemption is contained in the original application, or in the case of an existing or previously approved application a request for alteration of its proposed facilities. In determining the variance requested, the Planning and Development Director shall consider the elements established in subsection (b) below. In the event applicant submits an application for a variance, or any appeal of a departmental decision, applicant shall agree to toll the shot clock or application processing deadlines found in federal, state, or local law for a reasonable amount of time for the City to act upon any such request.

(b) In the event the applicant is not satisfied with the decision of the Planning and Development Director, the applicant may take an appeal to the City Council. If such appeal is filed with the City Clerk within fifteen (15) days of the final decision by the Planning and Development Director, which filing shall include all grounds to be asserted for the appeal. Such relief may be temporary or permanent, partial or complete, at the sole discretion of the City Council. In exercising its discretion, the Council may consider the following factors: (1) the number of small wireless facilities on the same street, (2) the number of small wireless facilities within 100 feet of the proposed note, (3) the volume of other small wireless facilities on the same street, (4) the character area of the street on which the new deployment is proposed, (5) the proposed (if any) camouflage efforts to conceal or blend the facility into the surrounding flora and landscape, (6) the need of the note or small wireless facilities in the precise location proposed, and (7) the proposed deployment does not adversely affect the health, safety, and welfare of the citizens and residents of the City. However, the burden of proving the need for the requested relief or exemption is solely on the applicant to prove to the satisfaction of the Council by clear and convincing evidence. The applicant shall bear all costs of the City Council in considering the request and the relief shall not be transferable to a new or different holder of the permit or owner of the facilities without the specific written permission of the Council.

Sec. 22-149. – Effective Date.

The effective date of this Ordinance shall be: October 1, 2019.

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

APPLICATION FOR A PERMIT TO COLLOCATE SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY OR TO INSTALL, MODIFY OR REPLACE A POLE OR DECORATIVE POLE IN THE PUBLIC RIGHT OF WAY FOR COLLOCATION OF A SMALL WIRELESS FACILITIES

OVERVIEW

Section 3.1 of the City Wireless Facilities and Antennas Ordinance requires any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way to submit an application to the City of Cartersville Planning and Development Department for a permit. This application is required to receive a permit. Any material change to information contained in an application shall be submitted in writing to the City of Cartersville Planning and Development Department within 30 days after the event necessitating the change.

This application **may not** be used:

- For approval to place facilities outside of the public rights of way.
- New, modified, or replacement poles installed in the right of way in a historic district or an area zoned primarily for residential that exceed 50 feet above ground level.
- New, modified, or replacement poles installed in the right of way outside of a historic district or an area zoned primarily for residential that exceed the greater of: (i) 50 feet above ground level and (ii) 10 feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole.
- New small wireless facilities in the public right of way and collocated on an existing pole or support structure that exceed more than ten feet above the existing pole or support structure.
- New small wireless facilities in the public right of way collocated on a new or replacement that extend above the top of such poles.
- Installation, modification or replacement of a support structure.
- Any modification, maintenance, repair, or replacement that is not set forth in subsections (e) and (f) of O.C.G.A. § 36-66C-6 or that is not eligible for administrative review under O.C.G.A. § 36-66C-7.

The following Application and Permit Form is numbered and corresponds with the information required by O.C.G.A. § 36-66C-6(d).

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

(d)(1): Applicant and Consultant Name and Contact Information

Applicant	Consultant
Applicant Name: _____	Contractor Name: _____
Address: _____ _____	Address: _____ _____
City: _____	City: _____
State / Zip Code: _____	State / Zip Code: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Contact Person Name: _____	Contact Person Name: _____
Contact Person Number: _____	Contact Person Number: _____
Email Address: _____	Email Address: _____
24 Hour Contact Information:	24 Hour Contact Information:
Name and Title: _____	Name and Title: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

APPLICATION AND PERMIT FORM
City of Cartersville
PLANNING AND DEVELOPMENT DEPARTMENT

(d)(3) General Description of Work

Work Location in ROW: _____

Describe Scope of Work:

Number of Metal or Concrete Poles: _____

Number of Wood or Composite Poles: _____

Total Linear Footage: _____

Project Start Date: _____

Projected End Date: _____

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

(d)(4) – Detailed Construction Drawings

**INSERT
DRAWINGS
HERE OR
ATTACH**

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

**(d)(5) – Structural Report
[Collocation Only]**

**INSERT
REPORT
HERE OR
ATTACH**

APPLICATION AND PERMIT FORM
City of Cartersville
PLANNING AND DEVELOPMENT DEPARTMENT

(d)(6) – Visual Depictions or Representations
[Above-Ground, If Not Included in Construction Drawings]

**INSERT
VISUAL
DEPICTIONS
HERE OR
ATTACH**

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

(d)(7) – Location of Facilities Relative to the Boundaries of the Rights of Way

**INSERT MAP
HERE OR
ATTACH**

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

**(d)(8) – Certification that Application Complies with subsection (k) of O.C.G.A. § 36-66C-6(k)
[Installation of Poles or Replacement of Decorative Pole Only]**

Applicant has determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which:

- (1) The wireless provider has the right to collocate subject to reasonable terms and conditions; and
- (2) Such collocation would not impose technical limitations or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

(d)(9) – Certification Regarding Permission to Collocate

[Collocation on a Pole or Support Structure Owned by a Third Party other than an Authority Pole or Decorative Pole]

Applicant permission from _____, the owner of the [pole / support structure] upon which Applicant's small wireless facility will be collocated.

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

(d)(10) – Certification of Non-Wireless Services Provider [Applicant is not a Wireless Services Provider]

_____, a wireless services provider, has requested in writing that Applicant collocate the small wireless facilities or install, modify, or replace the pole or decorative pole at the requested location.

APPLICATION AND PERMIT FORM
City of Cartersville
PLANNING AND DEVELOPMENT DEPARTMENT

Applicant Certification

Applicant agrees to indemnify and hold harmless the **City** and all officers, employees or agents of the **City** consistent with the provisions of O.C.G.A. § 36-66C-15.

This permit is requested this _____ day of _____ in the year 20____.

 By Signature

 By Witness Signature

 Printed Name Title

 Title/Position

>>>FOR STAFF USE ONLY<<<

DATE RECEIVED: _____

PERMIT #: _____

OF FACILTIES: _____

Permit is hereby: ☐ Approved ☐ Denied

Reason for Denial:

Permit Fee Calculation

36-66C-5.

- (1) A fee for each application for the **collocation** of each small wireless facility on an existing pole assessed by the authority not to exceed \$100.00 per small wireless facility;
- (2) A fee for each application for each **replacement pole** with an associated small wireless facility assessed by the authority not to exceed \$250.00;

APPLICATION AND PERMIT FORM
City of Cartersville
PLANNING AND DEVELOPMENT DEPARTMENT

(3) A fee for each application for each **new pole** with an associated small wireless facility assessed by the authority not to exceed \$1,000.00 per pole with an associated small wireless facility;

- ☐ **Collocation - \$100.00 per small wireless facility**
- ☐ **Replacement Pole - \$250.00 per small wireless facility**
- ☐ **New Pole - \$1,000.00 per pole with an associated small wireless facility**

Permit Granted by: _____ Date: _____



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Right of Way Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	It is recommended that the City of Cartersville Code of Ordinances, Chapter 7.5 Development Regulations be amended by creating a new Article XII, Right-of-Way Ordinance.
City Manager's Remarks:	This is the first reading. Your approval of the Right of Way Ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ARCHER & LOVELL, P.C.

ATTORNEYS AT LAW
 336 S. TENNESSEE STREET
 P. O. BOX 1024
 CARTERSVILLE, GEORGIA 30120

David G. Archer
 E. Keith Lovell

(770) 386-1116
 Fax (770) 382-7484

MEMORANDUM

TO: Mrs. Tamara Brock, City Manager
 Mr. Dan Porta, Assistant City Manager
 Mr. Dereck Hampton, Electric Superintendent
 Mr. Randy Mannino, Planning & Development Director
 Mr. Tommy Sanders, Public Works Director
 Mr. Wade Wilson, City Engineer

FROM: E. Keith Lovell, Assistant City Attorney

DATE: August 23, 2019

RE: Wireless Facility Fees

The right-of-way use fees and applications fees to be paid by wireless providers to the City for the use of the right-of-way and associated application processing is as follows:

Application Fee:	Use of ROW rate:
• \$100 for collocations	• \$100/year for collocation on existing/replacement pole
• \$250 for replacement poles	• \$200/year for new poles
• \$1000 for new poles	• \$40/year attachment rate each collocation on a city pole

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 7.5 DEVELOPMENT REGULATIONS, IS HEREBY AMENDED BY CREATING A NEW ARTICLE XII. RIGHT-OF-WAY ORDINANCES

1.

Sec. 7.5-280. - Title.

This article shall be known as the "City of Cartersville Right-of-Way Ordinance."

Sec. 7.5-281. - Purpose.

The purpose of this article is to provide for the regulation of the City of Cartersville street rights-of-way, pursuant to the powers vested in the city by O.C.G.A. § 32-4-42 and § 32-6-1. It is further the purpose of this article to:

- (1) Protect the public health, safety and welfare by ensuring that new mailbox supports erected in the right-of-way are constructed so as not to pose a hazard to street users; and
- (2) Prevent encroachments into the city rights-of-way and provide for removal of said encroachments, to secure the public health, safety and welfare.

Sec. 7.5-282. - Definitions.

The following words shall have the following meanings in this article. Except as specifically defined herein all words used in this article shall carry their customary meaning as defined by a standard dictionary.

Public Works Director means the official who is the department head of the City of Cartersville Public Works Department, or his or her designee.

Encroachments means any building, structure, or vehicle, or other object or thing (including but not limited to mailboxes, signs, cars, gates, walls, sprinkler systems, trees, posts, etc.) which is located in the right-of-way.

Encroach means to be within the right-of-way.

Materially injure means damaging the pavement or right-of-way to the extent that a repair is or will be required by the Public Works Department in order to bring the pavement or right-of-way back to city standards. It shall also mean causing more than \$50.00 damage to the right-of-way or pavement, considering the labor cost and materials to repair the injury, whether or not such repair is undertaken by the Public Works Department.

Obstruct, includes without limitation, the causing of any buildup of rock, gravel, mud, dirt, chemicals, or other materials by continued ingress or egress of vehicles or of any natural waters dammed or redirected by diversion to an extent which presents a hazard to the traveling public. It

shall also include negligently or intentionally dropping objects onto the street that present a hazard to the traveling public, including ladders, trash, debris, branches, cement, etc.

Right-of-way means any right-of-way that has been accepted by The City of Cartersville into the city streets, and such term includes the full width of the right-of-way, and not just width of the pavement. Such term also includes rights-of-way acquired by prescriptive easement, or pursuant to O.C.G.A. § 44-5-163 or O.C.G.A. § 32-3-3, or any other means.

Sec. 7.5-283. - Prohibitions.

- (a) It shall be unlawful for any person to obstruct, encroach upon, or injure materially any part of any city right-of-way or city street pavement.
- (b) No encroachments are permitted in any right-of-way of the City of Cartersville without permission of the Public Works Director, unless otherwise permitted by this article.
- (c) No building, structure, service area, or required off-street parking and loading facilities, except driveways, shall be permitted to encroach on city rights-of-way.
- (d) The city shall owe no compensation for removal of illegal encroachments or obstructions.

Sec. 7.5-284. - Permitted encroachments.

- (a) *Driveways.* Driveways (including paved, masonry, asphalt, etc) are permitted to encroach on the right-of-way. A driveway permit shall be required and the lot owner shall secure permission for any new driveway from the Public Works Department. Driveways must meet sight distance requirements of Public Works Department, and must be constructed in compliance with city requirements for stormwater drainage/piping.
- (b) *Landscaping.* Limited landscaping is permitted in the city right-of-way, including grass, flowers and shrubs not in excess of two feet in height. Trees shall not be planted in the right-of-way. Irrigation systems shall not be installed in the right-of-way.
- (c) *Mailbox support structures.* The city permits limited encroachment of the right-of-way for mailbox support structures, which meet the following standards:
 - (1) The use of massive mailbox support structures that, when struck, could damage vehicles and cause serious injury to vehicle occupants are prohibited. Heavy metal posts, concrete posts, brick bases, and miscellaneous items such as farm equipment or supports filled with concrete are also prohibited and cannot be used for mailbox supports.
 - (2) Acceptable mailbox supports include: a) a single four-inch by four-inch or four-inch diameter wooden post; b) a metal post with strength no greater than a two-inch diameter standard strength steel hollow pipe; or c) other support of no greater strength, as approved by the street department, as in accordance with the standards of the AASHTO Streetway Design Guidelines for mailbox structures, which are incorporated herein by reference. In the event the property owner has any question as to whether the proposed mailbox support will be permitted, the Public Works Department should be consulted.
 - (3) Mailbox supports must be embedded no more than 24 inches into the ground. A metal post shall not be fitted with an anchor plate, but it may have an anti-twist device that extends no more than ten inches below the ground surface.

- (4) Mailboxes. The post-to-box attachment details should be of sufficient strength to prevent the box from separating from the post top if a vehicle strikes the installation. The mailbox itself should be of lightweight steel, wood, or plastic/composite construction, and meeting U.S. Postal Service regulations.
- (d) *Driveways*. New driveways for single family residences tying into existing the City of Cartersville streets must receive a driveway permit from the Public Works Department prior to constructing a driveway. The applicant shall submit information on a form issued by the Public Works Department regarding the location, proposed size and construction, and other relevant information. New driveways on commercial or industrial or other non-residential developments shall be approved through the permit process for the engineering department. If a new commercial or industrial or other non-residential development is of a type that does not require engineering department approval, the applicant shall still require a driveway permit prior to construction.
- (e) *Utility work*. The city permits utilities to encroach in the right-of-way subject to the terms of the City of Cartersville Utility Accommodation Ordinance and Wireless Facilities and Antennas Ordinance. Such work shall require issuance of surety to secure performance of the work and a warranty and maintenance period, as stated in that ordinance.
- (f) *Projects tying into the City of Cartersville rights-of-way*. New developments that tie into existing City of Cartersville street rights-of-way are permitted, with the permission of the Public Works Department. Approval is given as a part of the approval process through the engineering department under the development regulations. If any new construction or development requires tying into a city street but does not require a land disturbance permit or any development approval from the engineering department, the applicant must submit plans to the Public Works Department prior to beginning construction and secure a permit. In all cases, surety shall be required as stated in subsection (h) below; no work shall be permitted in a City of Cartersville right-of-way without a surety.
- (g) *Permitted improvement of existing City of Cartersville streets*. In certain circumstances, a developer or other party may be permitted or required to improve City of Cartersville streets. In such circumstances, the plans typically shall be approved through the engineering department and a surety posted in accordance with the development regulations for work in an existing city right-of-way. The amount of the surety shall be sufficient to pay for the project, including associated utility relocations/installations and stormwater controls. In the event the development does not require approval through the engineering department, a permit shall be secured through the Public Works Department. In all cases where work is performed in a City of Cartersville right-of-way, surety shall be required as stated in subsection (h) below; no work shall be permitted in a City of Cartersville right-of-way without a surety.
- (h) *Surety to city*. Prior to issuance of an approval to work in a City of Cartersville right-of-way, except as otherwise approved under the utility accommodation ordinance, Wireless Facilities and Antennas Ordinance, or Franchise Agreement, the party seeking to perform the work shall cause to be executed in favor of City of Cartersville surety in the form of a performance and maintenance bond, an irrevocable standby letter of credit, or an escrow deposit. The surety must be accepted and approved by the Public Works Department before any permit can issue. In the event the work in the right-of-way is related to a development approved through the engineering department, the surety requirements of the City of Cartersville Development

Regulations (which are essentially identical to the requirements below) shall control, and the surety shall be administered by the city engineer. However, if the project is not approved through the engineering department, the surety requirements below shall apply, and the surety shall be administered by the Public Works Department.

- (1) *Purpose.* The purpose of the surety shall be the following: 1) to ensure proper construction of any work performed in existing City of Cartersville rights-of-way (whether street improvement, tying into an existing right-of-way or other purpose); 2) to provide a guaranty for the warranty and maintenance period applicable to any work in any existing city right-of-way.
- (2) *Approval.* The surety shall only be issued in a form approved by the City of Cartersville. The language of the surety and the term of the surety must be approved by the City of Cartersville prior to issuance. The City of Cartersville has forms it prefers that surety companies use, and those can be provided upon request; otherwise, the form of the surety shall be approved by the Public Works Department prior to acceptance of the surety. Any irrevocable standby letter of credit or surety bond shall be issued by a company or financial institution authorized to do business in the State of Georgia. Irrevocable standby letters of credit shall be issued in accordance with the current International Chamber of Commerce (ICC) publications governing such letters of credit, and must be issued by a bank having a physical branch in the City of Cartersville, which shall be the place of tender of the draft on said letter of credit. The City of Cartersville reserves the right to demand a specific form of surety from an applicant that has tendered unsatisfactory surety in the past. The City of Cartersville reserves the right to reject a surety from a financial institution or insurance company that has provided an unsatisfactory surety in the past. Escrow shall mean deposit of good funds in a bank of the City of Cartersville's choosing pursuant to escrow instructions issued by the City of Cartersville.
- (3) *Scope.* In each case, the surety guarantees that all applicable provisions of any City of Cartersville Ordinances are complied with, including but not limited to, the City of Cartersville Development Regulations, the Utility Accommodation Ordinance, City of Cartersville Standard Street Details, and the regulations promulgated under each of the foregoing.
- (4) *Amount and term.* The amount of the surety depends on the project, and shall be set by the Public Works Department relying on experience with similar projects and the applicant, knowledge of material and labor costs, and investigation of additional costs. The amount shall be sufficient to secure performance of the work and compliance with the city ordinances and regulations. For work in existing city rights-of-way (whether improving existing streets, tying into existing streets, or other purposes), the amount of surety shall be sufficient to ensure repair the streets after any planned work, including associated utility relocations/installations and stormwater controls, that are part of the project being approved; the minimum \$25,000.00. The foregoing amount is a minimum and can be increased based on a more complex or expensive project, difficult terrain or other factors that would make the remedial work more expensive. No additional separate amount of surety shall be required for maintenance purposes. The term of any surety shall extend for the period from the issuance of the permit until the project is completed, and additionally beyond that for the duration of the warranty and maintenance period.

- (5) *Partial release.* Once a project has been inspected and completed, the city may, at the discretion of the Public Works Department, release a portion of the surety amount; the remainder shall be kept as surety for the maintenance period. Once the applicable maintenance period has passed, the remaining surety amount shall be released.
- (6) *Prerequisite; calling surety.* No permit or approval for work in the right-of-way shall be issued by the Public Works Department until the surety has been furnished to the city, in a form acceptable to the city. If the developer does not comply with these regulations, other applicable City of Cartersville Ordinances and regulations, or with the conditions of the permit after issuance, the city may call the surety, or any part thereof, to be forfeited and may use the proceeds to perform the work or hire a contractor to remedy the defects, whether that means installing soil erosion and sedimentation prevention measures, completing paving and street work, or completing other work.
- (7) *Waiver.* The Public Works Department shall be authorized, but not required, to reduce or waive the surety requirement for projects undertaken by a municipal government in the city. The surety requirement may also be waived by the Department Head's discretion, for utilities that have demonstrated a history of compliance with this Ordinance, financial responsibility, quality work, and prompt responsiveness.
- (i) *Warranty.* Any permit holder working in the right-of-way shall provide a two-year warranty for any work conducted under authority of this article. The two-year warranty shall commence upon the completion of the work. The surety shall remain in effect during the warranty period. During the warranty period, the permit holder shall be responsible to repair any defects in the work or repair, or correct any deficiencies that are not up to the standards and regulations of the city ordinances.

Sec. 7.5-285. - Non-conforming encroachments.

- (a) All encroachments pre-existing the date of adoption of this article may remain as non-conforming encroachments, unless and until removal is ordered by the Public Works Director, for utility work, street work or other work necessitating access to the right-of-way. For pre-existing encroachments, the city shall give 30 days' notice of removal (unless the encroachment presents a safety hazard).
- (b) Any structure pre-existing the article which is damaged or removed shall not be replaced in kind and must be replaced in accordance with the requirements of the article.
- (c) The city shall owe no compensation for removal of non-conforming encroachments.

Sec. 7.5-286. - Administration and enforcement.

- (a) *Administration.* This article shall be administered by the Public Works Director. The Public Works Director shall have the authority to issue permits for encroachments in the rights-of-way not specified above, and any question of interpretation or administration shall be determined by that official. The appeal of any decision by the Public Works Director shall be to the Mayor of The City of Cartersville.
- (b) *Enforcement powers.* The Public Works Director and the city police, as well as city code enforcement officers, and city attorney, are empowered to enforce this article. The foregoing shall be empowered to issue citations, seek other civil relief, or issue stop work orders for

violations of this article. Any person, firm, partnership, corporation or other legal entity who shall do anything prohibited by this article as the same exists or as it may hereafter be amended or which shall fail to do anything required by this article as the same exists or as it may hereafter be amended shall be subject to an enforcement action.

- (c) *Right of removal.* The Public Works Department shall have the authority to remove without notice any encroachment or obstruction of the right-of-way. The Public Works Department shall also have the authority to issue a notice of removal to property owners giving them up to 30 days to remove an unpermitted encroachment.
- (d) *Criminal prosecution.* The Public Works Director, city police, or designated code enforcement personnel, or other authorized personnel, may issue criminal citations for violations of this article, or violation of any stop-work order.
 - (1) Criminal prosecutions for violation of this article shall be commenced by the completion, signing, and service of a citation by an authorized city official. No warning need be issued prior to a citation being issued. The original of the citation shall be personally served upon the accused, his or her authorized representative or, if a corporation, an officer of the corporation or its on-site representative or the person or persons in charge of the activity on the property, and a copy shall be promptly filed with the municipal court. A stop-work order may be issued in conjunction with a citation.
 - (2) Each citation shall state the time and place at which the accused is to appear for trial in municipal court, shall identify the offense with which the accused is charged, shall have an identifying number by which it shall be filed with the court, shall indicate the identity of the accused and the date of service, and shall be signed by the city police or other authorized officer who completes and serves it.
 - (3) Any defendant who fails to appear for trial shall thereafter be arrested on the warrant of the municipal court judge and be required to post a bond for his or her future appearance.
 - (4) The city attorney or another attorney designated by the City of Cartersville may act as prosecuting attorney for violations of this article.
 - (5) Minimum fines for violations of this article shall be \$200.00 for the first violation, and \$400.00 for subsequent violations. The maximum permissible fine shall be \$1,000.00 per offense, and reimbursement costs.
 - (6) Daily violations. Each day during which the violation or failure or refusal to comply continues shall constitute a separate violation, subjecting the offender to a new citation, or other civil or criminal proceeding.
- (e) *Civil fines and proceedings.* In addition to or in lieu of any other remedy, the city may seek injunctive, mandamus or other appropriate relief in superior court to enjoin or prevent a violation of any provision of this article. Such action may also seek civil fines at the mandatory rates specified in subsection (d)(6) above for violation of this article, and may additionally seek the costs of restitution, and any other costs associated with the action to enjoin or prevent any violation of any provision of this article. The city shall be entitled to its reasonable attorney's fees and costs for bringing an action in municipal or superior court wherein any relief is granted or fine assessed.

- (f) *Stop work orders.* Upon notice from the Public Works Director, work on any encroachment into the right-of-way that is being done contrary to the provisions of this article, or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Public Works Director shall not be required to give a written notice prior to stopping the work, with a written order to be provided within three working days.
- (g) *False statements.* The Public Works Director may revoke a permit or approval, issued under the provisions of this article, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
- (h) *Permit revocation.* The Public Works Director may revoke a permit or approval, issued under the provisions of this article, upon determination by the Public Works Director that the structure or encroachment for which the permit or approval was issued is in violation of, or not in conformity with, the provisions of this article.
- (i) *Notice of removal.* Where the Public Works Director determines that an encroachment must be removed from the right-of-way for construction, maintenance or safety purposes, he may (but is not required to unless otherwise specified herein) issue a notice of removal, giving up to 30 days to remove the structure. After the deadline, the structure may be removed by the city with the costs to be charged to the property owner. The owner may also be cited, fined or have other enforcement action taken against him to secure compliance with this article and/or reimbursement.

Sec. 7.5-287 – 299. 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
9/5/2019 7:00:00 PM
Utility Accommodations

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	It is recommended that the City of Cartersville Code of Ordinances, Chapter 7.5 Development Regulations, be amended by creating a new Article XI, Utility Accommodations.
City Manager's Remarks:	This is the first reading. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 DEVELOPMENT REGULATIONS, IS HEREBY AMENDED BY CREATING A NEW ARTICLE XI. UTILITY ACCOMMODATIONS.

1.

Sec. 7.5.261 - Utility accommodations in rights-of-way.

- (a) *2016 DOT Utility Manual adopted by reference.* The 2016 Utility Accommodation Policy and Standards manual, including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, except Appendix B (Permit Forms and Supporting Documents), promulgated by the State of Georgia Department of Transportation, as may be amended from time to time, is adopted by reference and incorporated herein as if fully set forth herein, subject to all amendments and modifications contained in this article. A copy of the manual shall be maintained at the offices of the City of Cartersville Public Works Department and the City Clerk and open for public inspection. The manual and this article shall govern all utility work in City of Cartersville rights-of-way, and all utility work shall comply with same.
- (b) *Amendments.* The 2016 Utility Accommodation Policy and Standards manual promulgated by the State of Georgia Department of Transportation, as may be amended from time to time, adopted in subsection (a) above is amended in order to equate state definitions and provisions with their appropriate and equivalent City counterparts, such that a policy shall be implemented to reflect the intent and effect of the state right-of-way policy as it would logically apply to unincorporated City of Cartersville rights-of-way. Therefore, the following terms as used in the DOT manual shall be replaced as follows:
- (1) *Commissioner* means the department director, City of Cartersville Public Works Department.
 - (2) *Department* means the City of Cartersville Public Works Department.
 - (3) *District engineer* means the City of Cartersville Public Works Director or his/her designee.
 - (4) *Highway* means any road that is part of the City of Cartersville Municipal Street System.
 - (5) *Roadbed* means the portion of the highway that includes the pavement structure, shoulder and front slopes.
 - (6) *State* means City of Cartersville.
 - (7) *State bridge and structural design engineer* means City of Cartersville Public Works Director or his/her designee.
 - (8) *State highway (chief) engineer* means community development director or his/her designee.

- (9) *State utilities engineer* means City of Cartersville Public Works Director or his/her designee.
- (10) *Telephone booth* shall include any booth or structure, to be used by the public at large, which houses a communications link for local or long distance communications, including but not limited to data communication ports, terminals, kiosks, structures or jacks for connection with local or long distance communications.
- (11) *Utility (as defined in the state's policy)* shall read: All privately, publicly or cooperatively owned systems for producing, transmitting or distributing communication, data, information, telecommunication, cable television, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner, operator, provider, servicer, or any agent thereof, of any above-described utility or utility facility.

Sec. 7.5-262. - Utility locations in rights-of-way; standards; repair standards.

All utilities locating their facilities in new residential and commercial developments shall locate their facilities pursuant to the City of Cartersville Development Regulations, and the City of Cartersville Development Standards and Specifications, and as those may be amended from time to time and if applicable the City of Cartersville's Wireless Facilities and Antenna Ordinance. All work authorized by any permit issued under this article shall be in accordance with all applicable City of Cartersville specifications and requirements. All utility work in City of Cartersville right-of-ways shall comply with the provisions of this article. In the event that the development regulations or development standards conflict with the Georgia Department of Transportation's Utility Accommodation Policy and Standards, City of Cartersville ordinances will prevail, so long as they are not preempted by state law. Repair work shall be completed in accordance to City of Cartersville Public Works Department specifications, which shall be provided by the department at the time the permit is issued.

Sec. 7.5-263. - Utility permits, written notification, and exempt activities.

- (a) *Permits; notification.* Any work in a City of Cartersville right-of-way shall either require a utility permit, written notification in advance of the work, or shall be exempt, as specified below. Only the utility itself can obtain a permit, and the contractor(s) intended to do the work must be identified on the permit. Work in a City of Cartersville right-of-way without a permit, for any type of work for which a permit is required, shall be a violation of this article. Utility permits provide notice and approval for major projects, new installations, and other similar matters, and should be applied for at least two weeks before the work is scheduled to begin. Written notification provides notice for minor matters and certain repairs. Written notification must be submitted, and acknowledgment of the notice received, prior to any work beginning that requires notification, as specified below. Proceeding on work that requires a written notification, before notification is submitted, or before acknowledgment of the notice is returned, shall be a violation of this article. Exempt activities, as specified below, require neither a utility permit nor written notification.

- (b) *Procedures.* The department has written procedures for applying for a utility permit, and for providing written notification. Such procedures are incorporated herein by reference, and are available from the department, along with necessary forms. The department may require such information as it deems necessary prior to issuance of a utility permit.
- (c) *Utility permits.* Utility permits shall be required in the following situations:
 - (1) Installation of new utilities, for new commercial, residential or industrial developments, projects or subdivisions.
 - (2) Work involving underground burial of utilities and overhead work, unless specifically covered under written notification procedures or exempted below.
 - (3) Any new utility pole installation; replacements are covered by written notification, and emergency replacements are exempt (see emergency repair regulations).
 - (4) Utility tie-ins that require cutting any roadway more than half of the width.
 - (5) Linear projects involving multiple service connections or roadway crossings that are not perpendicular.
- (d) *Written notification.* Written notification must be submitted, and acknowledgment of the notice received back from the department, prior to any work beginning that requires written notification, as specified below. If a situation arguably falls under both the written notification and the utility permit procedures, the utility permit procedures shall be used, unless otherwise determined by the department. Written notification shall be required in the following situations:
 - (1) Maintenance, inspection, and/or testing of utilities (including replacement of parts necessary due to damage, deterioration or obsolescence) that would:
 - a. Require blocking of more than one travel lane;
 - b. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - c. Require cutting, trenching or boring in or under the roadbed.
 - (2) Installation of lateral service connections to serve occupants of adjacent property, if such connections:
 - a. Introduce any new obstructions onto the right-of-way;
 - b. Require blocking of more than one travel lane;
 - c. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - d. Require cutting, trenching or boring in or under the roadbed.
 - (3) Installation of additional appurtenances or attachments to facilities which:
 - a. Affect vertical or horizontal clearances from the traveled way;
 - b. Change the rated capacity or transmittance of the facility for which a permit was issued;

- c. Require blocking of more than one travel lane;
 - d. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - e. Require cutting, trenching or boring in or under the roadbed.
- (4) Any work which requires the blocking of more than one traffic lane for any length of time, or requires blocking one traffic lane for more than two hours in a 24-hour period.
 - (5) Any digging in the roadbed with mechanical excavating equipment (i.e., excavating equipment powered by hydraulics, engines or other motors) shall require written notification unless already covered by a utility permit.
 - (6) Installation of any temporary structures that are to remain in the right-of-way longer than 24 hours.
 - (7) Cutting, trimming or spraying of any trees or shrubs, or other vegetation control, within the right-of-way.
 - (8) Any work involving making any pavement cuts, unless specifically exempted below.
 - (9) Utility tie-ins that consist of not cutting any roadway more than half of the width of the roadway.
 - (10) Boring, punching and directional drilling for service tie-in that is not a linear project and instead results in a perpendicular crossing of the roadway (an eight by 11-inch sketch drawing of any boring, punch or directional drilling to ascertain its location will be required); linear projects or crossings that are not perpendicular require utility permits.
- (e) *Exempt activities.* The following activities shall not require a utility permit or written notification, provided they do not also include any activity specifically listed as requiring a utility permit or written notification:
- (1) Routine or periodic maintenance, inspection, and/or testing of utilities (including replacement of parts necessary due to damage, deterioration or obsolescence) that would not:
 - a. Require blocking of more than one travel lane;
 - b. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - c. Require cutting, trenching or boring in or under the roadbed.
 - (2) Installation of lateral service connections to serve occupants of adjacent property, if such connections do not:
 - a. Introduce any new obstructions onto the right-of-way;
 - b. Require blocking of more than one travel lane;
 - c. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - d. Require cutting, trenching or boring in or under the roadbed.

- (3) Installation of additional appurtenances or attachments to facilities that would not:
 - a. Affect vertical or horizontal clearances from the traveled way;
 - b. Change the rated capacity or transmittance of the facility for which a permit was issued;
 - c. Require blocking of more than one travel lane;
 - d. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - e. Require cutting, trenching or boring in or under the roadbed.
- (4) Potholing for utility locates, meaning excavating holes no larger than 24 inches' square, which must be filled in at the end of each workday.
- (5) Utility damage repairs created from construction or routine maintenance performed by the City of Cartersville Public Works Department.
- (6) Utility work being performed in a new development within the construction limits of the new development prior to the development's roads, rights-of-way and easements being deeded to the community development department.
- (7) Emergency repairs. See subsection (f) below for applicable requirements for circumstances requiring post-repair notification.
- (f) *Emergency repairs.* Emergency repairs do not require the giving of written notification before the repair is conducted, but repairs that would otherwise require written notification (i.e., would not be exempt repairs anyway) must provide post-repair written notification as soon as possible, no later than the end of the next business day. The sole exception is repairs that would only require notification due to blockage of a lane for more than two hours, or blockage of more than one lane; post-repair notification is not required for such repairs. However, post-repair notification is required for: repairs that require mechanical excavation; repairs that require boring, cutting or trenching the roadway; repairs that affect vertical clearances; repairs that install replacement poles; and so forth. An emergency repair is defined as an emergency replacement of poles, wires, or other facilities damaged by accidents or natural causes such as wind or ice and when immediate repair is required to repair service, or in cases where there is an imminent threat to public health or safety. In the event of an emergency repair requiring the blockage of one or more travel lanes, E-911 should be notified as soon as possible by telephone.

Sec. 7.5-264. - Provisions for the protection of the public.

- (a) *Safety procedures; securing work site.* The use of the right-of-way shall be minimized to the greatest possible extent. No materials or equipment shall be stored on the right-of-way without prior written approval. No work shall restrict the sight distances for motorist exiting adjacent streets or driveways unless a flagman is provided. Minimum distances of lane closures to protect the safety of the work crews and the general public shall be provided by the City of Cartersville Public Works Department. Closure of lanes and traffic flow, and other relevant safety measures, shall be conducted in accordance with the current edition of the Uniform Manual on Traffic Control Devices, latest edition, as well as the DOT Utility

Accommodation Policy and Standards manual, latest edition. Debris shall not be placed on the right-of-way, but will be hauled away as the excavation occurs. All trenches opened each day must be backfilled and compacted to 95 percent standard proctor using appropriate tamping or vibratory equipment unless otherwise approved by the department. The department reserves the right to require compaction testing from the utility, at the utility's expense, for any work involving cutting, trenching, or backfilling in the roadbed. Any postings must be properly posted and maintained so they are legible. All work areas must be secured at the end of each workday to protect the general public. Cover plates for gaps in the roadway must be secured at the end of each workday. Plates must be secured so that there is no possibility that the plates can move or shift due to traffic flow. No open cuts shall be allowed after work has stopped.

- (b) *Indemnification.* The utility receiving the permit and the contractor shall indemnify and hold harmless City of Cartersville, the department and all City employees, and agents, from any and all liability resulting from any work performed under the permit or with written notification in a City of Cartersville right-of-way, as provided in the current edition of the state D.O.T.'s Utility Accommodation Policy and Standards. The utility shall also indemnify the City of Cartersville from any claims, suits or causes of action resulting from any work under the permit or pursuant to written notification. These terms shall become terms of and contained within the permit/permit application and/or special assurances form(s). Such indemnification shall include the costs of attorneys' fees and litigation expenses to enforce this indemnification provision.
- (c) *Warranty.* The utility shall provide a one-year warranty for any work conducted under authority of this article including any new installation and any repair work. The one-year warranty shall commence upon the completion of the work. The warranty shall be supported by a surety in the case of a utility permit, or by the utility owner in the case of actions requiring written notification. The utility shall be responsible to repair any defects in the work or repair, or correct any deficiencies that are not up to the standards and regulations of the City of Cartersville ordinances.
- (d) *Surety.* Surety shall be required for work under this article, as specified herein, to ensure performance of the repair in compliance with the standards and regulations of the City of Cartersville and specifically to ensure that roads are repaired properly. Surety shall be in the nature of a performance and maintenance bond, an irrevocable standby letter of credit, or an escrow deposit.
 - (1) *Form.* The surety shall only be issued in a form approved by City of Cartersville. The language of the surety and the term of the surety must be approved by City of Cartersville prior to issuance. City of Cartersville has forms it prefers that surety companies use, and those can be provided upon request; otherwise, the form of the surety shall be approved by the City of Cartersville prior to acceptance of the surety. Any irrevocable standby letter of credit or surety bond shall be issued by a company or financial institution authorized to do business in the State of Georgia. Irrevocable standby letters of credit shall be issued in accordance with the current International Chamber of Commerce (ICC) publications governing such letters of credit, and must be issued by a bank having a physical branch in City of Cartersville, which shall be the place of tender of the draft on said letter of credit. City of Cartersville reserves the right

to demand a specific form of surety from a developer that has tendered unsatisfactory surety in the past. City of Cartersville reserves the right to reject a surety from a financial institution or insurance company that has provided an unsatisfactory surety in the past. Escrow shall mean deposit of good funds in a bank of City's choosing pursuant to escrow instructions issued by City of Cartersville.

- (2) *Amount.* Surety shall be in an amount determined by the City of Cartersville Public Works Department based on the size of the project. The minimum surety for a utility permit shall be \$25,000.00. The department may use its discretion when setting the amount of the bond and should consider potential damage to public property or facilities and the relationship to the cost of installation, as well as the factors used in determining whether a project is complex.
- (3) *Prerequisite; calling surety.* No permit shall be issued by the City of Cartersville Public Works Department until the surety has been furnished to the City, in a form acceptable to the City of Cartersville. If the developer does not comply with these regulations, other applicable City of Cartersville Ordinances and regulations, or with the conditions of the permit after issuance, the City may call the surety, or any part thereof, to be forfeited and may use the proceeds to perform the work or hire a contractor to remedy the defects, whether that means installing soil erosion and sedimentation prevention measures, completing paving and road work, or completing other work.
- (4) *Waiver.* The City of Cartersville Public Works Department shall be authorized, but not required, to reduce or waive the surety requirement for projects undertaken by Bartow County in the City. The surety requirement may also be waived by the department head's discretion, for utilities that have demonstrated a history of compliance with this article, financial responsibility, quality work, and prompt responsiveness.
- (e) *Insurance.* All utilities operating in City of Cartersville right-of-ways shall also provide proof of liability insurance in the amount of \$1,000,000.00 in general liability coverage that shall also cover the actions of the contracts and subcontractors. In lieu of the foregoing, the utility may self-insure for the above-referenced coverages. The utility shall present valid proof of self-insurance upon the department's request. The utility shall also require equivalent insurance from their contractors or subcontractors.

Sec. 7.5-265. - Administration and enforcement.

- (a) *Administration.* The City of Cartersville Public Works Director shall have the authority to administer the state department of transportation's Utility Accommodation Policy and Standards, as amended from time to time by the state or City, on City streets in the municipal limits of the City of Cartersville and in accordance with any procedures the City of Cartersville Public Works Department may establish thereunder.
- (b) *Fees.* The City of Cartersville Public Works Director shall be authorized to charge fees in accordance with the state department of transportation's Utility Accommodations Policy and Standards and any other applicable laws that exist now or may be enacted in the future. Fees shall be determined by the Public Works Director and approved by the Mayor and City Council of the City of Cartersville. Any fee schedule shall be posted at the offices of the Planning and Development Department and open for public inspection. Fees may be waived for work conducted on behalf of governmental utilities, only for work being performed by

the governments' own employees. For work being performed for a government by a contractor, normal fees shall be charged.

- (c) *Responsible party.* Only the utility itself can obtain a permit. The permit shall identify the contractor responsible for the repair and any subcontractors. The utility and any and all contractors or subcontractors shall be held liable for any violations of this article. The permit shall be posted at the site at all times, and a copy of the permit shall also be kept available at all times on the job site when any work is underway.
- (d) *Inspection.* The department reserves the right to inspect the work during such periods as the department's field inspector(s) deem necessary to check compliance with the terms of the permit, and to require the utility and/or contractor to correct all deviations from the approved permit, or any safety concerns the inspector may have. If the utility and/or contractor do not correct the deviations, the permit can be revoked and a violation cited.
- (e) *Notice of defect.* If a utility installation or road repair is found by the City of Cartersville Public Works Department not to be in compliance with the specifications provided, or otherwise not in compliance with this article or the permit, the City of Cartersville Public Works Department shall notify the utility immediately by written notice of defect. The utility will then have 48 hours to make the necessary repairs or other work, unless longer time is granted by the department. If the necessary work is not completed within the time limit specified, then the City of Cartersville Public Works Department may make the repairs or conduct the necessary work, and charge the utility for the costs of the materials and labor. The utility will also be in violation of this article for failing to abide by the notice of defect. The department in such circumstances would be authorized to issue citations, stop-work orders, or seek other relief. In the case of emergencies, the department shall give the utility 24-hour contact one hour to respond, and if no action is begun to correct the emergency, shall be authorized to repair the deficiency itself. In such cases, the utility shall be responsible for the costs of labor and materials for the emergency repair. In the event City of Cartersville incurs costs to correct a defect of a utility company, the City shall be authorized to withhold all further permits (or issue a stop-work order) until the costs incurred by the City are paid.
- (f) *Violations and penalties.* Violations of this article, or the procedures adopted under this article, shall subject the responsible parties to citation in City of Cartersville Municipal Court. Action may also be taken in superior court to recover fines and also to obtain injunctive relief to cure defects, or for other necessary action. The city attorney or other designated attorney for the department may initiate such actions. Citations shall be served personally on any responsible party at the site of the utility work, and shall be served on the utility through its designated contact in the City, as indicated on the permit. Each day a violation exists shall be a separate violation.
 - (1) *Responsible parties.* Any violation of this article shall subject all involved parties to citation, including the utility holding the permit, the contractor identified on the permit and any subcontractor or individual actually performing the work. Any or all of the responsible parties may be cited with a violation.
 - (2) *Minimum fines.* Minimum fines for violations of this article shall be imposed as follows. For subsequent violations within a one-year period, the minimum fine shall increase as shown below. Fines shall be based on a "rolling" one-year period, as follows:

- a. First violation—\$500.00 fine.
 - b. Second violation—\$750.00 fine.
 - c. Third violation—\$1,000.00 fine.
 - d. The one-year period begins the day of the first violation, so that one year after the day of the first violation, it expires and is no longer counted.
- (g) *Stop-work orders.* The department is authorized to issue stop-work orders in the event of a violation of this article. In the case of a threat to the public health, safety or welfare, or other harm to the City’s property, such orders may be issued without prior issuance of a notice of defect. In the case of other violations, a notice of defect shall be issued first, and a stop-work order may be issued if the necessary repair or work is not completed by the time limit specified. Stop-work orders shall be issued in writing to any responsible party at the site of the utility work, and shall be served on the utility through its designated contact in the City, as indicated on the permit. Such stop-work orders may be issued only to stop-work at the particular location, or may be broadened to halt all work by that same utility in the City. The stop-work order shall state the reason for the issuance and the work that needs to be performed to remedy the situation.
- (h) *Appeals.* Appeals of determinations and interpretations of the department may be taken to the Mayor and City Council by filing a written notice of appeal within 15 days of the department's decision.
- (i) *Conflict.* In the event of a conflict between this Ordinance and the Wireless Facilities and Antennas Ordinance, the Wireless Facilities and Antennas Ordinance shall supersede this Ordinance.

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
9/5/2019 7:00:00 PM
RV Park Capacity Fees

SubCategory:	First Reading of Ordinances
Department Name:	Water Department
Department Summary Recommendation:	The City was approached by developers of an RV Park as the supplier of water for their project. This would be the first RV Park on our system. The current ordinance did not anticipate this type of specific development when drafted. When the issue of capacity fees was discussed, we based the calculation on the hotel/motel language. This produced a large fee based on the language contained in the ordinance which requires a full fee if each unit (in this case RV lot) has a refrigerator and stove. The ordinance anticipated a static “building” in which a refrigerator and stove would be permanent fixtures. With an RV, this will change constantly depending on the mix of units in the park at any one time. Additionally, RV’s do not exhibit typical water usage patterns like a brick and mortar building. They typically have smaller size appliances and smaller diameter plumbing. For these reasons, we have drafted capacity fee language specific to RV Parks as a compromise and acknowledgement of their lighter capacity demands on our system. I recommend this for your approval.
City Manager's Remarks:	This is the first reading. Your approval is recommended.
Financial/Budget Certification:	No budget impact.
Legal:	
Associated Information:	

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE. SECTION 24-64 WATER AND SEWAGE UTILITY RATE is hereby amended by adding a new paragraph (iii) to paragraph (d)(3) as follows:

1.

Sec. 24-64. Water & Sewage Utility Rates.

(d) Capacity fees

(3) Other provisions:

(iii) For Recreational Vehicle (RV) Parks requesting service by only two (2) two-inch meters, water and sewage capacity fees shall be assessed at one hundred (100%) percent of the four-inch meter rate referenced above.

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 alphabetized accordingly and 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

9/5/2019 7:00:00 PM

Emergency Sewer Repair – S. Erwin Street and Old Mill Road

SubCategory:	Bid Award/Purchases				
Department Name:	Water Department				
Department Summary Recommendation:	On Wednesday, August 28, 2019 the Water Department was notified by Public Works of a manhole which was overflowing in an area where they were cutting right-of-way. The manhole had been damaged by a piece of heavy equipment working along the spur track behind the old Glad Plant. The machine pushed the top of the brick manhole off the base and partially collapsed the structure into itself. The combination of gravel, dirt and bricks caused a blockage which resulted in the overflow. Due to the depth of the excavation and proximity to the railroad track, prices were requested from local contractors to repair the manhole. Pricing was received from the following: <table><tr><td>C&L Contractors</td><td>\$17,500.00</td></tr><tr><td>C.H. Kirkpatrick & Sons</td><td>\$19,500.00</td></tr></table> In addition to being the lowest bidder, C&L could do the work the next day. The manhole was repaired by noon on August 29, 2019. I am requesting your approval of this expense.	C&L Contractors	\$17,500.00	C.H. Kirkpatrick & Sons	\$19,500.00
C&L Contractors	\$17,500.00				
C.H. Kirkpatrick & Sons	\$19,500.00				
City Manager's Remarks:	Your approval of the emergency repair by C&L is recommended.				
Financial/Budget Certification:	It is a budgeted expense and will be paid from account 505.3320.52.2341 Maintenance to Sewers.				
Legal:					
Associated Information:					

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



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

August 28, 2019

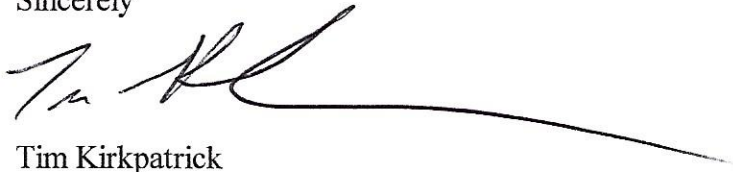
City of Cartersville
Attn: Terry Jordan

PROJECT: IRWIN STREET SEWER REPAIR

QUAN.	U/M	DESCRIPTION
1	LS	DEMO EXISTING MANHOLE AND REPAIR EXISTING 8" CLAY SEWER LINE
TOTAL		\$19,500.00

Payment net 30 days, 1 1/2% interest per month charged on past due accounts
Attorney's fees will be added if necessary for collection

Sincerely



Tim Kirkpatrick

C & L Contractors

228 Braswell Path
Dallas, GA 30132**Invoice**

Date	Invoice #
8/29/2019	1489

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

P.O. No.	Terms	Project
	Due upon receipt	S. Erwin St RR Spur Emgnc...

Quantity	Description	Rate	Amount
1	S. Erwin St. Railroad Spur Emergency Sewer Repair	17,500.00	17,500.00

			Total	\$17,500.00
Phone #	Fax #	E-mail	Item # 11	
770-505-6977	770-443-5153	src1contractors@att.net		



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Halftime Sports

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks & Rec Dept issued an RFP for Programming on June 24, 2019. Proposals were due on August 9, 2019. Halftime Sports was chosen as the Basketball Program Provider. They have been doing basketball leagues, camps & tournaments for almost 20 years. We believe they will provide a tremendous boost to our Winter basketball program as well as add to our basketball program offerings with summer camps & off-season Developmental Leagues. Halftime Sports will give the City 25% of their gross revenue including all of the non-resident fees. We respectfully request your approval of Halftime Sports as our Basketball Program provider.
City Manager's Remarks:	This is a provider contract with Halftime Sports to facilitate our basketball program. Rec staff is still involved in the program but Halftime will facilitate sign ups, practices and games. The City will receive 25% of Halftime's gross registration fees. This program structure is similar to what the Cartersville Little League and the Soccer Association provide for the City. Your approval of the contract with Halftime Sports is recommended.
Financial/Budget Certification:	
Legal:	Contract has been reviewed by Keith Lovell.
Associated Information:	



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

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

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

and

HALFTIME SPORTS, LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

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

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

1.1 PROVIDER shall conduct services generally described as **BASKETBALL LEAGUES AND CAMPS** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

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

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

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of 50% more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Parks and Recreation Agreement for Outside Providers

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

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

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

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

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

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

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

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

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

Parks and Recreation Agreement for Outside Providers

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

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

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

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

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

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

ARTICLE 2.0 **Equipment & Materials**

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

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

Parks and Recreation Agreement for Outside Providers

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

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

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

ARTICLE 3.0 **Program Size Minimums:**

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

ARTICLE 4.0 **Compensation and Method of Payment**

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **25%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **75%** of such fees paid, exclusive of the non-resident surcharge. The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

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

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

Parks and Recreation Agreement for Outside Providers

ARTICLE 5.0 **Independent PROVIDER**

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

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

ARTICLE 6.0 **Insurance**

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

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

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

Parks and Recreation Agreement for Outside Providers

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

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

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

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

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

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

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

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

ARTICLE 7.0 **Term and Termination**

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

Parks and Recreation Agreement for Outside Providers

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

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

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

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

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

ARTICLE 8.0 **Indemnification**

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

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

ARTICLE 9.0 **Americans with Disabilities Act**

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

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

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0 **Miscellaneous**

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

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

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

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

10.5 Time is of the essence of this Agreement.

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

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

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

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

Parks and Recreation Agreement for Outside Providers

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

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Deborah M. Crenshaw

BY:

Kim Coleman
NAME: KIM COLEMAN

TITLE: PRESIDENT

COMPANY: HALFTIME SPORTS, LLC

[AFFIX CORPORATE SEAL]





City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
New Found Life

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks & Rec Dept issued an RFP for Programming on June 24, 2019. Proposals were due on August 9, 2019. New Found Life was chosen as our Tackle & Flag Football Program Provider. They have been doing football leagues, camps & trainings for almost 15 years. We believe they will provide a tremendous boost to our Tackle & Flag Football program as well as add to our football program offerings with summer camps & off-season trainings. New Found Life will give 20% of their gross revenue back to the City including all of the non-resident fees. We respectfully request your approval of New Found Life as our Tackle & Flag Football Program provider.
City Manager's Remarks:	This is a provider contract with New Found Life to facilitate our Tackle and Flag Football programming. Rec staff is still involved in the program, but New Life will facilitate sign ups, practices and games. The City will receive 20% of New Life's gross registration fees. This program structure is similar to what the Cartersville Little League and the Soccer Association provide for the City. Your approval of the contract with New Life is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



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

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

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

and

NEW FOUND LIFE, INC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

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

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

1.1 PROVIDER shall conduct services generally described as **TACKLE AND FLAG FOOTBALL LEAGUES AND CAMPS** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

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

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

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of 50% more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Parks and Recreation Agreement for Outside Providers

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

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

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

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

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

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

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

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

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

Parks and Recreation Agreement for Outside Providers

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

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

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

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

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

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

ARTICLE 2.0

Equipment & Materials

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

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

Parks and Recreation Agreement for Outside Providers

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

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

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

ARTICLE 3.0

Program Size Minimums:

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

ARTICLE 4.0

Compensation and Method of Payment

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

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

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

Parks and Recreation Agreement for Outside Providers

ARTICLE 5.0 **Independent PROVIDER**

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

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

ARTICLE 6.0 **Insurance**

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

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

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Parks and Recreation Agreement for Outside Providers

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

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

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

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

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

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

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

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

ARTICLE 7.0 **Term and Termination**

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

Parks and Recreation Agreement for Outside Providers

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

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

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

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

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

ARTICLE 8.0 **Indemnification**

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

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

ARTICLE 9.0 **Americans with Disabilities Act**

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

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

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0 **Miscellaneous**

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

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

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

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

10.5 Time is of the essence of this Agreement.

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

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

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

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

Parks and Recreation Agreement for Outside Providers

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

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

NOTARY:

S. M. Modi

PROVIDER:

BY: _____

NAME: TIM LESTER

TITLE: PRESIDENT

COMPANY: NEW FOUND LIFE, INC

[AFFIX CORPORATE SEAL]



08/22/2019



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Top Shelf Concessions

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks & Rec Dept issued an RFP for Concession Stand Operators on June 24, 2019. Proposals were due on August 16, 2019. We decided on Top Shelf Concessions as our Concession Stand Operators Provider. They have been in concession stand operations over 10 years. We believe they will provide a professional atmosphere for all the games, practices & special events in our facilities. Top Shelf will give 15% of their gross revenue to the City on a monthly basis. We respectfully request your approval of Top Shelf Concessions as our Concession Stand Operators provider.
City Manager's Remarks:	This is a contract with Top Shelf Concessions to provide product and operators for the Parks and Rec concession stands. They would assume operation of all concession stands with the exception of the concessions at the Little League fields. Top Shelf will give 15% of their gross revenue to the City on a monthly basis. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR CONCESSION STAND OPERATOR

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

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

and

TOP SHELF CONCESSIONS hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

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

WITNESSTH:

THAT WHEREAS, the City of Cartersville is the owner of the Parks & Recreation Department's facilities, upon which are located concession stands used for the sale of concessions to the users of the park; and **WHEREAS**, the City of Cartersville has determined that the most feasible method of providing concessions for these facilities is by contracting the same to one operator under the terms and conditions hereinafter defined; and

WHEREAS, the CITY has made due and proper advertisement of the nature and terms of this Contract and has accepted the proposal of PROVIDER.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

1. Description: Concession rights at all of the City of Cartersville Parks & Recreation Department facilities.

2. Terms of Contract: Agreement will begin as of the _____ day of September, 2019 and will exist and continue through 31st day of December, 2019.

3. Contract Amount: 15% per month of the gross revenue of all concession stand operations will be paid upon execution and a same amount on or before the fifteenth (15th) day of each month thereafter that the concessions stand will be in operation including the supporting documentation on the total sales for each location to the CITY to the attention of the Parks & Recreation Director, 100 Pine Grove Road, P.O. Box 1390, Cartersville GA 30120.

4. General Terms and Conditions:

(a) PROVIDER will provide concessions (or shall make arrangements for doing so) during all practices, games and tournaments played at any of the Parks & Recreation Department's facilities and exceptions will require prior approval of the City of Cartersville Parks & Recreation Director.

(b) Prices of concessions, or updates to pricing, must be submitted to the Parks & Recreation Director for approval.

(c) PROVIDER will maintain the areas around the concession site within ten (10) feet thereof in a clean and orderly manner, picking up all trash, litter or debris and depositing the same in receptacles provided by Owner for that purpose.

(d) PROVIDER shall be responsible for the entire operation of concessions at each Parks & Recreation facility and in connection therewith shall (1) provide all equipment required; (2) keep concession area and equipment in a safe and sanitary condition and meet all health standards of the City/County Health Department and/or State of Georgia; (3) maintain the facility in as good condition as the same area in the beginning of this Agreement, fair wear and tear excepted.

(e) All service performed by the PROVIDER shall be prompt and courteous.

(f) CITY shall provide all utilities required to operate the premises, PROVIDER's contribution thereto being included in the rental hereinabove established.

(g) No alterations, additions or improvements to the concession facility shall be made without written permission and authority of the CITY.

(h) This agreement may not be assigned or sublet by the PROVIDER without the prior written consent of the CITY.

(i) Should PROVIDER violate any term or provision of this Contract, and fail to remedy the same within thirty (30) days' notice after default, CITY may immediately terminate the contract.

(j) Contract can be terminated by either party with a thirty (30) day written notice to the other party.

(k) CITY will maintain property and liability insurance on all facilities. PROVIDER shall obtain and show evidence of the Certificate of Liability Insurance by the delivery of the applicable insurance policy to the Parks & Recreation Director, listing the City of Cartersville as additional insured.

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

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

(n) INSURANCE - PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

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

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

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

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

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

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

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

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

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

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

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

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

OPERATOR:



BY: _____
NAME: TONY BLACK

TITLE: PRESIDENT

COMPANY: TOP SHELF

CONCESSIONS

[AFFIX CORPORATE SEAL]



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
SiteMed

SubCategory:	Contracts/Agreements
Department Name:	Fire
Department Summary Recommendation:	Fire fighters are required by OSHA 29 CFR 1910 and National Fire Protection Association (NFPA) 1582 to be cleared medically and physically on an annual basis. In addition, there is a health and wellness component for firefighters that requires a fitness program within Cartersville Fire. We are seeking your approval to have our annual physicals performed by the SiteMed Corporation of Marietta. SiteMed has been performing physicals for Cartersville Fire for a number of years and are single source due to the complexity and ability to perform all testing at our PSHQ. All suppression personnel will have full medical examinations, vision, hearing, pulmonary function, an EKG, strength evaluation, flexibility and aerobic capacity. All of our current Hazardous material team members will receive heavy metal profiles which is an additional test to meet Haz-Mat requirements. Our department is also provided with a yearlong consultation service by Dr. Walker and his staff for return to work clearance and rehabilitation assistance for any firefighter injuries we may have during the year. The cost for the annual physical and medical program is \$23,975.00. This is an increase of \$10.00 per firefighter over our 2018 rates and the first price increase since 2016. Because of the nature of the testing and the potential for additional cardiac screening after the base physical, we are respectfully requesting an amount up to and not to exceed \$26,500.00. This is a budgeted item and this amount is still below our budget. If positive consideration is given, we would also request that the Mayor be authorized to sign the applicable request for the purchase of these physicals.
City Manager's Remarks:	This is for the annual fire fighter physicals and health and wellness program through SiteMed Corporation of Marietta. The fire department is asking for a not to exceed amount of \$26,500. This is a budgeted item. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	



Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582

A. Medical Component per NFPA 1582 Chapters 6 & 7

- Comprehensive Medical History – All necessary forms will be provided
- Medical Examination - *Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.*
- Vitals – Height, Weight and Blood Pressure
- Body Composition – Bio Impedance Analysis (BIA)
- Vision – Snellen (distance) screening
- Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
- Hearing Test –audiogram using our Benson audiometers
- Pulmonary Function Testing (PFT)
- EKG – 12-lead resting electrocardiogram

\$285 per person

B. Fitness Component per NFPA 1582 Chapter 8

- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
- Hand grip strength evaluation (NFPA 1582 C.2.1.5)
- Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
- Arm Strength Evaluation (NFPA 1582 C.2.1.7)
- Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
- Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
- Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)

Additional \$10 per person

C. SiteMed Value-Added Standard Components

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner
- Confidential copy of results and interpretations provided to each firefighter
- A physician evaluates all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics
- Option to add additional laboratory / Studies. Details on pages 5 & 6.

ON-SITE FIREFIGHTER PHYSICALS



SiteMed Lab Analysis

Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	
Creatinine	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

Lipids:

Triglycerides
 Cholesterol, Total
 HDL-High Density Lipoprotein Cholesterol
 LDL-Low Density Lipoprotein Cholesterol
 VLDL-Very Low Density Lipoprotein Cholesterol
 Cholesterol / HDL-Cholesterol
 Estimated Coronary Heart Disease Risk

Urinalysis (sent out to lab, not dipstick) (Screens for Bladder & Kidney Cancers)

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

Thyroid (Screens for Thyroid Cancer)

Thyroid-stimulating Hormone (TSH)

Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)

White Blood Count (WBC)	Hemoglobin
Red Blood Count (RBC)	Mean Corpuscular Volume (MCV)
Hematocrit	Mean Corpuscular Hemoglobin (MCH)
Platelets	Mean Corpuscular Hemoglobin Concentration (MCHC)
RDW	

ON-SITE FIREFIGHTER PHYSICALS

1634 White Circle – Suite 101
 Marietta, GA 30066
 SiteMedFire.com



Additional Services

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at www.sitemedfire.com during phase I and click on the "store" tab in the navigation menu for more information.

Chest X-Ray	\$110 per person
DOT Medical Cards	\$35 per person
Vision – Titmus color blindness, visual acuity & depth perception	\$15 per person
Tuberculosis Skin Screening (minimum number required)	\$25 per person
Hepatitis B Antibody Screening (Blood Test)	\$27 per person
Hepatitis C Screening (Blood Test)	\$27 per person
Varicella Antibody Screening (Blood Test)	\$55 per person
Measles, Mumps, Rubella Screening (Blood Test)	\$75 per vaccine
Hepatitis A Vaccine – 2-dose series	\$95 per vaccine
Hepatitis B Vaccine – 3-dose series	\$85 per vaccine
Tetanus/Diphtheria/Pertussis Vaccination	\$65 per vaccine
Measles, Mumps, Rubella Vaccine	\$85 per vaccine
Varicella Vaccine	\$120 per vaccine
Influenza Vaccine – requires pre-booking	\$35 per vaccine
Blood typing (ABO grouping & Rho-D)	\$17 per person
HIV Screening (Blood Test)	\$25 per person
CRP (C-Reactive Protein) – Marker of inflammation & possible cancer	\$15 per person
Hemoglobin A1C – Diabetes screen	\$40 per person
Cholinesterase, RBC – blood test (Haz-Mat teams)	\$42 per person
Heavy Metals Blood Panel (Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	\$150 per person
Blood and Urine Collection at LabCorp Facility	\$7.50 per person
Blood and Urine Collection at non LabCorp Facility	\$20 per person
<u>Testing for 40 years old and over:</u>	
NMR Particle Test Determines the # of High & Low Chol Particles	\$45 per person
Coronary Calcium Scoring* not available at all locations Used to detect hidden heart disease	\$160 per person
Fecal Occult Blood Screening – Screens for Colon & Rectal Cancers	\$18 per person
Ovarian Cancer Screening (CA-125) – female	\$30 per person
PSA screening – males; screens for Prostate cancer	\$25 per person

ON-SITE FIREFIGHTER PHYSICALS



AGREEMENT

The firefighter physical program includes the services listed on pages 3 & 4, technician(s) and medical provider.

Phase 1 (blood draw) days	3 consecutive days up to 4 hours each day
Phase 2 (Testing) days	3 consecutive days up to 7 hours each day

- ☐ Medical Component
☒ Medical and Fitness Component

Minimum number of exams	71 @ \$295 each	= \$20,945
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Optional Services:
See page 5, ex. NMR, PSA, etc.

Prostate Specific Antigen	# 30 @ \$25 each	= \$ 750
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Heavy Metals Panel	# 15 @ \$150 each	= \$2,250
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CA-125	# 1 @ \$30	= \$ 30
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TOTAL	= \$ 23,975
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Bloodwork will be drawn in the morning approximately 3-4 weeks prior to testing. Statistics will be submitted in a timely manner following last day of testing.

Additional fees of \$7.50 per person will apply for labs collected at LabCorp facility due to missed appointments or absenteeism during Phase 1.

Program will be broken down as follows:

Phase 1: Laboratory specimen collection at your facility 3-4 weeks prior to Phase 2

Phase 2: All other services including physical exam

Scheduling of services is as follows: To be determined

Billing of services is as follows: **25% to be invoiced after Phase 1 is completed**
 75% to be invoiced after Phase 2 is completed

ON-SITE FIREFIGHTER PHYSICALS

1634 White Circle – Suite 101
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-827-4818
Item # 15



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
CBK Traffic Signal

SubCategory:	Contracts/Agreements
Department Name:	Electric
Department Summary Recommendation:	The Electric Department is requesting approval to enter into a service contract with CBK Mechanical, Inc. We requested three bids, and CBK was the only company to respond. We have been using CBK on an as-needed basis for a few years for repairs and troubleshooting that we could not handle in-house. They have been great to work with and have reasonable pricing. Being that the City's traffic signals are all scheduled for replacement over the next three years, having this contract will help streamline the process. This contract would lock in pricing that covers the vast majority of the traffic signal maintenance and repair work for up to five years, with the option to account for material price fluctuations on an annual basis. We have current and valid E-verify and SAVE documents on file for this contractor. The Electric Department is requesting that council authorize the Mayor to sign this contract with CBK Mechanical, Inc. to provide traffic signal maintenance and repair work as needed. This is a budgeted item in our FY19-20 budget.
City Manager's Remarks:	CBK will handle the maintenance, repairs, updates and new signal installation. With signals planning to be replaced over the next three years, this will help streamline that process as well. Keith Lovell has reviewed the contract. Your approval of the service agreement with CBK Mechanical Inc. is recommended.
Financial/Budget Certification:	
Legal:	Contract has been reviewed by Keith Lovell.
Associated Information:	

CITY OF CARTERSVILLE/CBK MECHANICAL, INC
TRAFFIC SIGNAL MAINTENANCE CONTRACT

CONTRACT FOR: TRAFFIC SIGNAL MAINTENANCE AND REPAIR

DATE: 6/7/2019

This contract shall be between the Purchaser:

City of Cartersville
320 South Erwin Street
P.O. Box 1390
Cartersville, Georgia 30120

Hereinafter called the "Purchaser"

And the Contractor:

CBK Mechanical, INC
P.O. Box 6574
Douglasville, Georgia 30154

Hereinafter called the "Contractor"

ARTICLE 1: SCOPE OF WORK/SERVICES TO BE PROVIDED

Contractor will perform the following services:

- A. Install and repair City of Cartersville owned traffic signal facilities on an as needed basis including emergency repairs.
- B. Program and troubleshoot traffic signal controllers and timers.
- C. Contractor to provide GDOT certified flagging while obstructing traffic.

ARTICLE 2: CONTRACT DURATION

The contract shall run for a period of two (1) years beginning 7/1/2019 and ending 6/30/2020. This contract shall automatically renew successive one-year terms unless either party gives written notice of its intention not to renew. Notice not to renew needs to be communicated 60 days before end of contract year. Said notice is to be in writing and delivered to the address above. In the event notice is sent, Purchaser shall be responsible for fulfillment of all obligations up to the termination date. This contract will be limited to (5) renewals.

Contractor and Purchaser further agree that upon the swearing in of the Mayor and City Council of the City of Cartersville after an election, this agreement may be terminated upon thirty (30) days' written notice by Purchaser, if said notice is provided within sixty (60) days of the swearing in of said Mayor and City Council. Said notice is to be in writing and delivered to the address above. In the event said notice is sent, Purchaser shall be responsible for fulfillment of all obligations up to the termination date.

ARTICLE 3: PRICING AND PAYMENT

Pricing shall be at the rates outlined and described in Exhibit "A" payable to the Contractor in current funds for services within thirty (30) days of receipt of an invoice from contractor. In the event Purchaser requires anything not contemplated in Exhibit "A", Contractor reserves the right to adjust the pricing accordingly with authorization by Purchaser. With this exception, all prices are to remain firm throughout the contract period.

ARTICLE 4: COMPLIANCE WITH LAWS

Contractor shall work with purchaser to comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including procurement of required permits or certificates) in Contractor's performance hereunto, if a specification is furnished. This includes any applicable state or local law, rule or regulation affecting safety and health. Contractor reserves the right to adjust the pricing accordingly if there are said requirements.

IMMIGRATION REFORM COMPLIANCE REQUIREMENT: During the entire duration of this agreement, Contractor and all subcontractors must remain in compliance with Georgia Security and Immigrations Compliance Act of 2007 and Georgia Code §13-10-91 and §50-36-1.

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

ARTICLE 5: CONTINGENCY

Neither of the parties shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, requirements imposed by government regulation, civil, or military authorities, acts of God or by the public enemy, or other similar causes beyond such party's control. The party injured by the other's inability to perform may elect to (a) terminate this agreement or part thereof as to services not already received; (b) suspend this agreement for the duration of the delaying cause, buy or sell elsewhere services to be bought or sold hereunder; or (c) resume performance hereunder once the delaying cause ceases with the injured party having an option to extend the period hereunder up to the length of time the contingency endured, unless written notice is given within thirty (30) days after such injured party is apprised of the contingency.

ARTICLE 6: BUSINESS LICENSE/OCCUPATIONAL LICENSE

Contractor shall provide appropriate proof of an Occupational Tax License (Business License) upon request.

ARTICLE 7: INSURANCE AND INDEMNIFICATION

A. INSURANCE

Contractor agrees to provide and maintain insurance coverage until the contract is completed and, upon request of Purchaser, to furnish certificates from its insurance carrier(s), showing that it carries insurance in the following limits:

1. Workman's Compensation Insurance:
2. Commercial General Liability Insurance including:
 - a. Each Occurrence \$1,000,000.00
 - b. General Aggregate \$2,000,000.00
3. Automobile Liability Insurance including:
 - a. Bodily Injury (per person) \$1,000,000.00
 - b. Bodily Injury (per accident) \$1,000,000.00
 - c. Property Damage (per accident) \$1,000,000.00

Contractor shall name Purchaser as an additional insured upon request.

B. INDEMNIFICATION

Contractor agrees to indemnify and save harmless Purchaser, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgements and decrees, losses, costs, and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any

property occurring directly or indirectly from performance of work hereunder by Contractor or his employees, agents, servants, associates, or subcontractors caused by or arising from Contractors *gross negligence* or willful misconduct. Except, this indemnification shall not apply to the extent that such claims, demands, liabilities, etc., arise directly or indirectly from Purchaser's or its agents' or employees' or subcontractors' *negligence* or willful misconduct.

ARTICLE 8: RELATIONSHIP OF PARTIES

Contractor is an independent contractor. The Contractor is not, and neither is its sub-contractor(s), if any, an employee of Purchaser. Contractor is responsible for the direction and supervision of its employees and sub-contractors, and shall promptly remove from the worksite any personnel who are not adhering to the terms of this agreement or other hazard on the worksite.

Purchaser will not provide fringe benefits, including health insurance, paid vacation, overtime, or any other employee benefit for the benefit of the Contractor.

Contractor shall purchase and maintain insurance for claims for damages because of bodily injury, including death, and from claims for damages, other than to work itself, to property which may arise out of or result from the Contractors operation under this contract, whether such operations be by Contractor or by sub-contractor or anyone directly or indirectly employed by any of them. Claims under workers' or workmen's compensation acts and other employee benefit acts are statutory and the Contractor complies with the statute.

ARTICLE 9: LIMITATIONS OF LIABILITY

Neither party shall be liable in contract or in tort (including negligence) to the other party, sub-contractor or suppliers of the other party, regardless of tier, for incidental or consequential damages arising out of or resulting from performance or nonperformance of its obligations under this Contract, or from its termination or suspension of the services under this contract.

ARTICLE 10: REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, Contractor and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties and remedies available as well as all remedies allowed by law.

ARTICLE 11: CONFLICT OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 12: NOTICES

Any notices or demand which under the terms of this agreement or under any statute must or may be given or made by Contractor or Purchaser shall be in writing and shall be given or made to the respective parties as follows:

To Purchaser:

City of Cartersville
Attn: Derek Hampton, Director
320 South Erwin Street/P.O. Box 1390
Cartersville, GA 30120
dhassebrock@cityofcartersville.org
Fax: 770-387-5630

To Contractor:

CBK Mechanical, INC
Attn: Deborah L. Steele
P.O. Box 6574
Douglasville, GA 30154
Debbie@cbkmechanical.com
Fax: 770-838-1015

Method of delivery of notice. Subject to limitations and conditions set forth herein, notices may only be delivered: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U.S. mail, prepaid, return receipt requested; or (5) e-mail. The delivery of notice by any method, must use

the communication information contained herein. If notice is delivered by FAX or by e-mail, receipt must be acknowledged by the receiving party, in one of the forms listed above, before it shall be deemed received. A faxed or emailed signature of a party shall constitute an original signature binding upon that party.

ARTICLE 13: MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Contractor and Purchaser with notice given as specified in Article 12 above.

ARTICLE 14 SUBCONTRACTS:

Contractor shall, not without prior written consent of Purchaser, be entitled, to the extent determined appropriate by Contractor, to subcontract any portion of the work to be performed under this Agreement. Contractor shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by Purchaser. Subcontractors must comply with the same insurance requirements as the Contractor.

ARTICLE 15 ASSIGNMENT:

This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by Purchaser or Contractor without prior written consent of the other.

ARTICLE 16 INTEGRATION:

This Agreement represents the entire understanding of Purchaser and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

ARTICLE 17 JURISDICTION:

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. Venue for any litigation shall be in Bartow County, Georgia. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

ARTICLE 18 CAPTIONS:

All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

ARTICLE 19 REFERENCES:

All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other genders, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

ARTICLE 20 LEGAL PROCEEDINGS:

In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

ARTICLE 21 INTERPRETATION:

Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

ARTICLE 22 TIME OF ESSENCE:

Time is of the essence of this Agreement. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. In the event that any event of force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement together with an adjustment in fee, if applicable.

ARTICLE 23: SEVERABILITY

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE 24: ENTIRE AGREEMENT

The purchase order, this contract, and any documents referred to on the face hereof, including Exhibits, constitute the entire agreement between the parties and can only be modified by a writing signed by both parties. No part of this order or contract may be assigned or sub-contracted without the written approval of either party.

Purchaser and Contractor for themselves and their successors, executors, administrators, and assigns agree to the full performance of this agreement.

IN WITNESS WHEREOF we have executed the agreement on the date written above.

Purchaser: City of Cartersville

Date: _____

Approved: _____

Matthew J. Santini Mayor

Attest: _____

Meredith Ulmer City Clerk

Witness: _____

Contractor: CBK Mechanical, INC

Date: June 11, 2019

Approved: Deborah L. Steele

Deborah L. Steele Vice President.

Attest: Mable

Secretary

Witness: Tim Lee

Exhibit "A"**3 Stack**

<u>Description</u>	<u>Amount</u>
7 Conductor	\$ 1.82 ft
3 Pair	\$ 1.24 ft
Type 1 Box	\$ 93.50 ea
Type 2 Box	\$138.44 ea
Type 3 Box	\$198.00 ea
3 Section Signal Head Yellow	\$321.77 ea
Backplate for 1 way 3 Section	\$ 99.70 ea
3/4 Section tri stud span wire hanger	\$ 84.50 ea
Hardware for mast arm 3 Section	\$193.37ea

4 Stack

<u>Description</u>	<u>Amount</u>
4 Stack Signal Head Yellow	\$467.36 ea
Backplate for 1 way 4 Section	\$145.32 ea
3/4 Section tri stud span wire hanger	\$ 84.50 ea
Hardware for mast arm 4 section	\$193.37 ea

5 Stack

<u>Description</u>	<u>Amount</u>
5 Section Signal Head Yellow	\$538.00 ea
Backplate for 1 way 5 Section	\$191.00 ea
5 Section cluster tri stud span wire hanger	\$227.00 ea
Backplate for 1 way 5 Section Mast arm mount	\$197.00 ea
Hardware for mast arm 5 section	\$318.00 ea

Ped

<u>Description</u>	<u>Amount</u>
1 Section Ped head Yellow	\$287.60 ea
1 Way post top Pedestrian head mount	\$ 60.00 ea
1 Pedestrian Push Button Station	\$263.50 ea
9x15 pedestrian Sign	\$ 40.00 ea
9" Aluminum Spun Ped Pole	\$198.56 ea
Square Aluminum Base	\$175.00 ea
4 Galvanized "L" Anchor Bolts	\$ 45.00 ea
 Knock Down Ped are 5 Hour Min w/2 men	 \$ 90.00 hr
Knock Down Signal 2 men 4 Hour Minimum	\$ 90.00 hr

Loops**Description**

6x6 Loops

6x40 Loops

1 year Warranty, Not voided if due to construction damage**Amount**

\$620.00 ea

\$820.00 ea

Pipe**Description**

Installation of pipe less than 50'

Installation of pipe over 50'

Amount

\$685.00 ea

\$ 7.75 ea

Harris' Hourly Rate,

Controller and timing issues programming
with a 2 hour minimum

\$ 80.00 ea



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
500kVA Transformer

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	The Electric Department is requesting authorization to purchase a 500kVA pad-mounted transformer. We used our last equivalent transformer doing an upgrade at the Shaw Create Center and need a replacement for our stock. We received eight quotes, and are requesting to purchase the unit from Gresco. Even though this is not the lowest priced unit, the quoted price is only \$60 higher, and the lowest bid will take 6 months to deliver. The unit from Gresco could be delivered in 3 months and the shorter delivery time is worth the \$60 upcharge, since we do not have a spare unit in stock. This is a budgeted item, and we request your approval to purchase the 500kVA transformer from Gresco for \$10,370.00.
City Manager's Remarks:	This transformer will serve as a replacement for previous stock used at the Shaw Create Center during a recent upgrade. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Transformer Total Ownership Cost Evaluation

500kVA 277/480 Aug. 2019

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>
Wesco	Eaton-Cooper	23-24 weeks	\$ 10,309.50	579	4477	\$ 17,392.00
Gresco	Ermco	10-12 weeks	\$ 10,370.00	685	3811	\$ 17,263.50
Wesco	WEG	14-16 weeks	\$ 10,843.85	640	4237	\$ 17,960.85
Power Supply	WEG	14-16 weeks	\$ 11,069.00	640	4237	\$ 18,186.00
Solomon	Solomon	10-12 weeks	\$ 12,228.00	646	4318	\$ 19,453.00
Anixter	ABB	12-13 weeks	\$ 12,500.00	666	4290	\$ 19,787.00
Irby	GE	8-9 weeks	\$ 14,843.00	337	2475	\$ 18,834.50



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
GDOT Airport Grant

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	GDOT has approved additional funding for the Cartersville-Bartow Airport in the amount of \$3,383,388.67 with a local match of approximately \$183,045. These funds will be used for runway safety area improvements and land acquisition costs. I recommend approval to accept these grant funds from GDOT.
City Manager's Remarks:	GDOT has approved additional funding for the airport for \$3,383,388.67 to be used for runway safety area improvements and land acquisition costs. The local match is \$183,045. Your approval of the GDOT Airport Grant is recommended.
Financial/Budget Certification:	There is \$300,000 budgeted for airport grants.
Legal:	
Associated Information:	

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP020-9032-31(015)
PID - T006623

BARTOW

****LIMITED PARTICIPATION****

STATE OF GEORGIA
FULTON COUNTY

**** DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
EITHER BY HAND OR STAMP.**

THIS CONTRACT made and entered into on _____, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and the CITY OF CARTERSVILLE (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

RSA IMPROVEMENTS PHASE III: CONSTRUCT RSA WIDENING AND PHASE
III LAND ACQUISITION AT THE CARTERSVILLE AIRPORT IN
CARTERSVILLE, GA

DRAFT

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T006623/AP020-9032-31(015) BARTOW, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2013 Edition, and the Supplemental Specifications, 2016 Edition and Special Provisions contained in Attachment A, which are hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated July 19, 2019.

The original plans and specifications are on file at the Office of the Georgia Department of Transportation in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as fully and to be same effect as if the same had been set forth at length in the body of this Contract.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written Agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is THREE MILLION FIVE HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED THIRTY-TWO and 58/100 Dollars (\$3,566,432.58). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of ONE HUNDRED SEVENTY-THREE THOUSAND FIVE HUNDRED NINETY-NINE and 35/100 Dollars (\$173,599.35) and federal funds in the amount of THREE MILLION TWO HUNDRED NINE THOUSAND SEVEN HUNDRED EIGHTY-NINE and 32/100 Dollars (\$3,209,789.32) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is THREE MILLION THREE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED EIGHTY-EIGHT and 67/100 Dollars (\$3,383,388.67). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its pro rata share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the SPONSOR'S local share of the project is in the amount of ONE HUNDRED EIGHTY-THREE THOUSAND FORTY-THREE and 91/100 Dollars (\$183,043.91).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this Contract is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

Item # 18

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. All construction on this project shall be in accordance and compliance with the 2013 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications, 2016 Edition and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata sheet dated July 19, 2019, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

Item # 18

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until SEPTEMBER 30, 2021, whichever comes first.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. § 36-70-20 et seq., and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Contract as if fully set out herein.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D which is hereby made a part of this Agreement as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the MAYOR of the CITY OF CARTERSVILLE, who has been duly authorized by the CITY OF CARTERSVILLE, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

CITY OF CARTERSVILLE

Commissioner (SEAL)

DATE: _____

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

This contract approved by

CITY OF CARTERSVILLE

at a meeting held at:

DRAFT

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

Item # 18

CARTERSVILLE AIRPORT
Cartersville, GA
81 # wai1

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP020-9032-31(015) Bartow
PID: T006623

RSA IMPROVEMENTS PHASE III: CONSTRUCT RSA WIDENING AND PHASE III LAND ACQUISITION

ITEM	Spec	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
Part I Federal Funds FY15D - SBGP-017-2015										
1	FAA	Cultural Resources Survey (Storm Drain)	EA	15582.00	\$1.00	\$15,582.00	\$14,023.80	90%	\$0.00	0%
2	FAA	Land Acquisition Services (Task Order 14)	EA	78,865	\$1.00	\$78,865.00	\$70,978.50	90%	\$0.00	0%
Phase I RSA Grading										
3	C-105	Mobilization (Phase I Part I)	LS	1	\$95,004.76	\$95,004.76	\$85,504.28	90%	\$4,750.24	5%
4	C-100	Contractor Quality Control Program	LS	1	\$108,336.51	\$108,336.51	\$97,502.86	90%	\$5,416.83	5%
5	C-102-5-1a	Temporary Seeding Complete	AC	12	\$750.00	\$9,000.00	\$8,100.00	90%	\$450.00	5%
6	C-102-5-1b	Single Row Silt Fence (Type C), Including Installation, Maintenance, and Removal	LF	2,650	\$3.65	\$9,672.50	\$8,705.25	90%	\$483.63	5%
7	C-102-5-1c	Double Row Silt Fence (Type C) with hay bales, Including Installation, Maintenance, and Removal	LF	2,500	\$12.50	\$31,250.00	\$28,125.00	90%	\$1,562.50	5%
8	C-102-5-1d	Inlet Sediment Trap, Including Installation, Maintenance, and Removal	EA	6	\$350.00	\$2,100.00	\$1,890.00	90%	\$105.00	5%
9	C-102-5-1e	Construction Entrance/Exit, Including Installation, Maintenance, and Removal	EA	1	\$5,487.93	\$5,487.93	\$4,939.14	90%	\$274.40	5%
10	C-102-5-1f	ESA Orange Barrier Fence, Including Installation, Maintenance, and Removal	LF	2,100	\$1.05	\$2,205.00	\$1,984.50	90%	\$110.25	5%
11	C-102-5-1g	Construction Road Stabilization, Including Installation, Maintenance, and Removal	CY	400	\$53.98	\$21,592.00	\$19,432.80	90%	\$1,079.60	5%
12	C-102-5-1h	Gabion Block Wall, Including Baskets, Installation, Maintenance, and Removal	CY	375	\$178.60	\$66,975.00	\$60,277.50	90%	\$3,348.75	5%
13	C-102-5-1i	Gabion Filter Stone, Including Installation, Maintenance, and Removal	CY	100	\$64.09	\$6,409.00	\$5,768.10	90%	\$320.45	5%
14	C-102-5-1j	Down Drain, Including Installation, Maintenance, and Removal	LF	500	\$21.95	\$10,975.00	\$9,877.50	90%	\$548.75	5%
15	C-102-5-1k	Filter Ring, Stone, Including Installation, Maintenance, and Removal	CY	75	\$130.93	\$9,819.75	\$8,837.77	90%	\$490.99	5%
16	C-102-5-1l	Outlet Protection, Type 3 Rip Rap	CY	20	\$98.19	\$1,963.80	\$1,767.42	90%	\$98.19	5%
17	C-102-5-1m	Channel Protection, Sod	SY	4,500	\$8.50	\$38,250.00	\$34,425.00	90%	\$1,912.50	5%
18	C-102-5-1n	Slope Stabilization, Matting Blanket	SY	9,000	\$0.95	\$8,550.00	\$7,695.00	90%	\$427.50	5%
19	C-102-5-1o	Check Dam, Stone, Including Installation, Maintenance, and Removal	EA	2	\$679.55	\$1,359.10	\$1,223.19	90%	\$67.96	5%
20	167	Water Quality Monitoring, Sampling and Reporting	EA	2	\$200.00	\$400.00	\$360.00	90%	\$20.00	5%
21	167	Water Quality Inspections	MO	4	\$500.00	\$2,000.00	\$1,800.00	90%	\$100.00	5%
22	T-908-5-1	Mulching	AC	12.00	\$540.00	\$6,480.00	\$5,832.00	90%	\$324.00	5%

CARTERSVILLE AIRPORT
Cartersville, GA
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SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP020-9032-31(015) Bartow
 PID: T006623

RSA IMPROVEMENTS PHASE III: CONSTRUCT RSA WIDENING AND PHASE III LAND ACQUISITION

ITEM	Spec	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
23	T-908-5.2	Tackifier, Type V, Synthetic Blends with Fibers	AC	24.00	\$250.00	\$6,000.00	\$5,400.00	90%	\$300.00	5%
24	610	Removal of Pipe and Other Buried Structures	LF	150.00	\$25.25	\$3,787.50	\$3,408.75	90%	\$189.38	5%
25	P-151-4.1	Grubbing	AC	6.00	\$2,051.43	\$12,308.58	\$11,077.72	90%	\$615.43	5%
26	P-151-4.2	Clearing and Grubbing	AC	6.00	\$7,500.00	\$45,000.00	\$40,500.00	90%	\$2,250.00	5%
27	P-152-4.1	In-Place Embankment	CY	67323.22	\$14.11	\$949,930.62	\$854,937.57	90%	\$47,496.53	5%
28	D-701-5.1a	Reinforced Concrete Pipe, 18" dia., Class III	LF	0	\$53.55	\$0.00	\$0.00	90%	\$0.00	5%
29	D-701-5.1b	Reinforced Concrete Pipe, 24" dia., Class IV	LF	0	\$87.31	\$0.00	\$0.00	90%	\$0.00	5%
30	D-751-5.2	Pre-Cast Reinforced Concrete Manhole, 5' dia., including Frame and Solid Lid H=10'-15'	EA	0	\$4,352.54	\$0.00	\$0.00	90%	\$0.00	5%
31	D-751-5.3	Pre-Cast Reinforced Concrete Manhole, 5' dia., including Frame and Solid Lid H=15-20'	EA	0	\$5,627.63	\$0.00	\$0.00	90%	\$0.00	5%
32	D-751-5.4	Pre-Cast Reinforced Concrete Drop Inlet, 4' dia., including Frame and Grate H=10-15'	EA	0	\$4,351.86	\$0.00	\$0.00	90%	\$0.00	5%
33	D-751-5.6	Pre-Cast Reinforced Concrete Drop Inlet, 4' dia., including Frame and Grate H=6-10'	EA	0	\$3,690.21	\$0.00	\$0.00	90%	\$0.00	5%
34	D-751-5.7	Pre-Cast Reinforced Concrete Drop Inlet, 4' dia., including Frame and Grate H<6'	EA	0	\$2,882.92	\$0.00	\$0.00	90%	\$0.00	5%
35	D-752-5.1	Structural Concrete	CY	0	\$1,205.94	\$0.00	\$0.00	90%	\$0.00	5%
36	D-752-5.2	Reinforcing Steel	LB	0	\$1.74	\$0.00	\$0.00	90%	\$0.00	5%
37	T-901-5.1	Permanent Seeding	AC	0	\$1,150.00	\$0.00	\$0.00	90%	\$0.00	5%
38	FAA	Project Formulation	EA	2009	\$1.00	\$2,009.00	\$1,808.10	90%	\$100.45	5%
39	FAA	Construction Administration	EA	0	\$1.00	\$0.00	\$0.00	90%	\$0.00	5%
40	FAA	Construction Inspection	EA	0	\$1.00	\$0.00	\$0.00	90%	\$0.00	5%
41	FAA	Testing	EA	0	\$1.00	\$0.00	\$0.00	90%	\$0.00	5%
Total Part I FY15D Federal Funds						\$1,551,313.05	\$1,396,181.75		\$72,843.33	
Part II Federal Funds FY16D - SBGP-019-2016										
42	C-105	Mobilization (Phase I Part II)	LS	1	\$95,004.76	\$95,004.76	\$86,504.28	90%	\$4,750.24	5%
43	C-100	Contractor Quality Control Program	LS	0	\$108,336.51	\$0.00	\$0.00	90%	\$0.00	5%
44	C-102-5.1a	Temporary Seeding Complete	AC	0	\$750.00	\$0.00	\$0.00	90%	\$0.00	5%
45	C-102-5.1b	Single Row Silt Fence (Type C), Including Installation, Maintenance, and Removal	LF	0	\$3.65	\$0.00	\$0.00	90%	\$0.00	5%
46	C-102-5.1c	Double Row Silt Fence (Type C) with hay bales, Including Installation, Maintenance, and Removal	LF	0	\$12.50	\$0.00	\$0.00	90%	\$0.00	5%
47	C-102-5.1d	Inlet Sediment Trap, Including Installation, Maintenance, and Removal	EA	0	\$350.00	\$0.00	\$0.00	90%	\$0.00	5%

CARTERSVILLE AIRPORT
Cartersville, GA
81 # waij

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP020-9032-31(015) Bartow
PID: T006623

RSA IMPROVEMENTS PHASE III: CONSTRUCT RSA WIDENING AND PHASE III LAND ACQUISITION

ITEM	Spec	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
48	C-102-5.1e	Construction Entrance/Exit, Including Installation, Maintenance, and Removal	EA	0	\$5,487.93	\$0.00	\$0.00	90%	\$0.00	5%
49	C-102-5.1f	ESA Orange Barrier Fence, Including Installation, Maintenance, and Removal	LF	0	\$1.05	\$0.00	\$0.00	90%	\$0.00	5%
50	C-102-5.1g	Construction Road Stabilization, Including Installation, Maintenance, and Removal	CY	0	\$53.98	\$0.00	\$0.00	90%	\$0.00	5%
51	C-102-5.1h	Gabion Block Wall, Including Baskets, Installation, Maintenance, and Removal	CY	0	\$178.60	\$0.00	\$0.00	90%	\$0.00	5%
52	C-102-5.1i	Gabion Filter Stone, Including Installation, Maintenance, and Removal	CY	0	\$64.09	\$0.00	\$0.00	90%	\$0.00	5%
53	C-102-5.1j	Down Drain, Including Installation, Maintenance, and Removal	LF	0	\$21.95	\$0.00	\$0.00	90%	\$0.00	5%
54	C-102-5.1k	Filter Ring, Stone, Including Installation, Maintenance, and Removal	CY	0	\$130.93	\$0.00	\$0.00	90%	\$0.00	5%
55	C-102-5.1l	Outlet Protection, Type 3 Rip Rap	CY	0	\$98.19	\$0.00	\$0.00	90%	\$0.00	5%
56	C-102-5.1m	Channel Protection, Sod	SY	0	\$8.50	\$0.00	\$0.00	90%	\$0.00	5%
57	C-102-5.1n	Slope Stabilization, Matting Blanket	SY	0	\$0.95	\$0.00	\$0.00	90%	\$0.00	5%
58	C-102-5.1o	Check Dam, Stone, Including Installation, Maintenance, and Removal	EA	0	\$679.55	\$0.00	\$0.00	90%	\$0.00	5%
59	167	Water Quality Monitoring, Sampling and Reporting	EA	0	\$200.00	\$0.00	\$0.00	90%	\$0.00	5%
60	167	Water Quality Inspections	MO	0	\$500.00	\$0.00	\$0.00	90%	\$0.00	5%
61	T-908-5.1	Mulching	AC	0	\$540.00	\$0.00	\$0.00	90%	\$0.00	5%
62	T-908-5.2	Tackifier, Type V, Synthetic Blends with Fibers	AC	0	\$250.00	\$0.00	\$0.00	90%	\$0.00	5%
63	610	Removal of Pipe and Other Buried Structures	LF	0	\$25.25	\$0.00	\$0.00	90%	\$0.00	5%
64	P-151-4.1	Grubbing	AC	0	\$2,051.43	\$0.00	\$0.00	90%	\$0.00	5%
65	P-151-4.2	Clearing and Grubbing	AC	0	\$7,500.00	\$0.00	\$0.00	90%	\$0.00	5%
66	P-152-4.1	In-Place Embankment	CY	17676.78	\$14.11	\$249,419.36	\$224,477.43	90%	\$12,470.97	5%
67	D-701-5.1a	Reinforced Concrete Pipe, 18" dia., Class III	LF	471.00	\$53.55	\$25,222.04	\$22,699.85	90%	\$1,261.10	5%
68	D-701-5.1b	Reinforced Concrete Pipe, 24" dia., Class IV	LF	167.00	\$87.31	\$14,580.76	\$13,122.69	90%	\$729.04	5%
69	D-751-5.2	Pre-Cast Reinforced Concrete Manhole, 5' dia., including Frame and Solid Lid H=10-15'	EA	1.00	\$4,352.54	\$4,352.54	\$3,917.29	90%	\$217.63	5%
70	D-751-5.3	Pre-Cast Reinforced Concrete Manhole, 5' dia., including Frame and Solid Lid H=15-20'	EA	2.00	\$5,627.63	\$11,255.26	\$10,129.73	90%	\$562.76	5%
71	D-751-5.4	Pre-Cast Reinforced Concrete Drop Inlet, 4' dia., including Frame and Grate H=10-15'	EA	2.00	\$4,351.86	\$8,703.72	\$7,833.34	90%	\$435.19	5%

CARTERSVILLE AIRPORT
Cartersville, GA
81 # wai1

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP020-9032-31(015) Bartow
PID: T006623

RSA IMPROVEMENTS PHASE III: CONSTRUCT RSA WIDENING AND PHASE III LAND ACQUISITION

ITEM	Spec	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
72	D-751-5.6	Pre-Cast Reinforced Concrete Drop Inlet, 4' dia., including Frame and Grate H=6'-10'	EA	1.00	\$3,690.21	\$3,690.21	\$3,321.19	90%	\$184.51	5%
73	D-751-5.7	Pre-Cast Reinforced Concrete Drop Inlet, 4' dia., including Frame and Grate H<6'	EA	1.00	\$2,882.92	\$2,882.92	\$2,594.63	90%	\$144.15	5%
74	D-752-5.1	Structural Concrete	CY	5.00	\$1,205.94	\$6,029.70	\$5,426.73	90%	\$301.49	5%
75	D-752-5.2	Reinforcing Steel	LB	414.00	\$1.74	\$720.36	\$648.32	90%	\$36.02	5%
76	T-901-5.1	Permanent Seeding	AC	12.00	\$1,150.00	\$13,800.00	\$12,420.00	90%	\$690.00	5%
Phase III RSA Grading							\$0.00			
77	C-105	Mobilization	LS	1	\$65,421.46	\$65,421.46	\$58,879.31	90%	\$3,271.07	5%
78	C-100	Contractor Quality Control Program	LS	1	\$66,026.65	\$66,026.65	\$59,423.98	90%	\$3,301.33	5%
79	167	Water Quality Monitoring, Sampling and Reporting	EA	2	\$200.00	\$400.00	\$360.00	90%	\$20.00	5%
80	167	Water Quality Inspections	MO	4	\$500.00	\$2,000.00	\$1,800.00	90%	\$100.00	5%
81	C-102-5.1a	Temporary Seeding Complete	AC	5	\$750.00	\$3,750.00	\$3,375.00	90%	\$187.50	5%
82	C-102-5.1b	Single Row Silt Fence (Type C), Including Installation, Maintenance, and Removal	LF	650	\$3.65	\$2,372.50	\$2,135.25	90%	\$118.63	5%
83	C-102-5.2c	Double Row Silt Fence (Type C) with hay bales, Including Installation, Maintenance, and Removal	LF	1,300	\$12.50	\$16,250.00	\$14,625.00	90%	\$812.50	5%
84	C-102-5.1d	Inlet Sediment Trap, Including Installation, Maintenance, and Removal	EA	2	\$350.00	\$700.00	\$630.00	90%	\$35.00	5%
85	C-102-5.1e	Construction Entrance/Exit, Including Installation, Maintenance, and Removal	EA	1	\$5,487.93	\$5,487.93	\$4,939.14	90%	\$274.40	5%
86	C-102-5.1f	ESA Orange Barrier Fence, Including Installation, Maintenance, and Removal	LF	1,650	\$1.05	\$1,732.50	\$1,559.25	90%	\$86.63	5%
87	C-102-5.1g	Construction Road Stabilization, Including Installation, Maintenance, and Removal	CY	70	\$80.07	\$5,604.90	\$5,044.41	90%	\$280.25	5%
88	C-102-5.1i	Outlet Protection, Type 3 Rip Rap	CY	50	\$92.81	\$4,640.50	\$4,176.45	90%	\$232.03	5%
89	C-102-5.1m	Channel Protection, Sod	SY	1,600	\$8.50	\$13,600.00	\$12,240.00	90%	\$680.00	5%
90	C-102-5.1n	Slope Stabilization, Matting Blanket	SY	4,000	\$0.95	\$3,800.00	\$3,420.00	90%	\$190.00	5%
91	C-102-5.1o	Check Dam, Stone, Including Installation, Maintenance, and Removal	EA	2	\$679.55	\$1,359.10	\$1,223.19	90%	\$67.96	5%
92	C-102-5.1q	Rock Dam, Including Installation, Maintenance, and Removal	CY	370	\$101.34	\$37,495.80	\$33,746.22	90%	\$1,874.79	5%
93	T-908-5.1	Mulching	AC	5	\$540.00	\$2,700.00	\$2,430.00	90%	\$135.00	5%
94	T-908-5.2	Tackifier, Type V, Synthetic Blends with Fibers	AC	10	\$250.00	\$2,500.00	\$2,250.00	90%	\$125.00	5%
95	610	Removal of Pipe and Other Buried Structures	LF	16	\$59.22	\$947.52	\$852.76	90%	\$47.38	5%
96	P-151.4.2	Clearing and Grubbing	AC	3	\$7,500.00	\$18,750.00	\$16,875.00	90%	\$937.50	5%

CARTERSVILLE AIRPORT
Cartersville, GA
81 # wa1

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP020-9032-31(015) Bartow
PID: T006623

RSA IMPROVEMENTS PHASE III: CONSTRUCT RSA WIDENING AND PHASE III LAND ACQUISITION

ITEM	Spec	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
97	P-152-4.1	In-Place Embankment	CY	15,000	\$14.91	\$223,650.00	\$201,285.00	90%	\$11,182.50	5%
98	P-152-4.2	Unsuitable Excavation	CY	15,000	\$6.58	\$98,700.00	\$88,830.00	90%	\$4,935.00	5%
99	D-701-5.1a	Reinforced Concrete Pipe, 18" dia., Class III	LF	208	\$57.11	\$11,878.88	\$10,690.99	90%	\$593.94	5%
100	D-701-5.1c	Reinforced Concrete Pipe, 30" dia., Class V	LF	103	\$120.26	\$12,386.78	\$11,148.10	90%	\$619.34	5%
101	D-701-5.2a	Perforated PVC Pipe, 8" dia., Sch. 40	LF	150	\$38.34	\$5,751.00	\$5,175.90	90%	\$287.56	5%
102	D-701-5.2b	Underdrain Filter 57 Stone	CY	250	\$60.50	\$15,125.00	\$13,612.50	90%	\$756.25	5%
103	D-751-5.1	Pre-Cast Reinforced Concrete Manhole, 5' dia., including Frame and Solid Lid H<6'	EA	1	\$2,621.87	\$2,621.87	\$2,359.68	90%	\$131.09	5%
104	D-751-5.3	Pre-Cast Reinforced Concrete Manhole, 5' dia., including Frame and Solid Lid H=15-20'	EA	1	\$5,763.58	\$5,763.58	\$5,187.22	90%	\$288.18	5%
105	D-751-5.5	Pre-Cast Reinforced Concrete Drop Inlet, 4' dia., including Frame and Grate H=5-10'	EA	1	\$3,314.39	\$3,314.39	\$2,982.95	90%	\$165.72	5%
106	D-752-5.1	Structural Concrete	CY	2	\$981.80	\$2,277.78	\$2,050.00	90%	\$113.89	5%
107	D-752-5.2	Reinforcing Steel	LB	254	\$1.18	\$299.72	\$269.74	90%	\$14.99	5%
108	T-901-5.1	Permanent Seeding	AC	5	\$1,150.00	\$5,750.00	\$5,175.00	90%	\$287.50	5%
Fencing RSA Grading Area							\$0.00		\$0.00	
109	151	Mobilization	LS	1	\$30,018.65	\$30,018.65	\$27,016.79	90%	\$1,500.93	5%
110	210	Regrade Washout Area Along ROW	LS	1	\$48,535.30	\$48,535.30	\$43,681.77	90%	\$2,426.77	5%
111	610	Remove and Reuse Existing 6' high Chain Link Fence, Posts, etc.	LF	19	\$40.00	\$760.00	\$684.00	90%	\$38.00	5%
112	F-162-5.1	Chain Link Fence, 6' high with 3 strands of barbed wire	LF	4,360	\$19.00	\$82,840.00	\$74,556.00	90%	\$4,142.00	5%
113	F-162-5.2	Chain Link Fence, 8' high with 3 strands of barbed wire	LF	5,890	\$20.00	\$117,800.00	\$106,020.00	90%	\$5,890.00	5%
114	F-162-5.3	Retrofit Ex. Manual Sliding Gate to Motorized	EA	2	\$6,900.00	\$13,800.00	\$12,420.00	90%	\$690.00	5%
115	T-901-5.1	Permanent Seeding Complete	AC	1	\$1,150.00	\$1,150.00	\$1,035.00	90%	\$57.50	5%
116	C-102-5.1f	Cleaving and Grubbing	AC	1.5	\$15,000.00	\$22,500.00	\$20,250.00	90%	\$1,125.00	5%
117	FAA	Construction Administration	EA	58802.00	\$1.00	\$58,802.00	\$52,921.80	90%	\$2,940.10	5%
118	FAA	Construction Inspection	EA	89060.09	\$1.00	\$89,060.09	\$80,154.09	90%	\$4,453.00	5%
119	FAA	Testing	EA	49500.00	\$1.00	\$49,500.00	\$44,550.00	90%	\$2,475.00	5%
120	FAA	As-Builts/Final Engineers Report	EA	11334.00	\$1.00	\$11,334.00	\$10,200.60	90%	\$566.70	5%
Phase III Land Acquisition										
121	FAA	Parcel 2 Easement (Carnes Parcel 0055-1019-007 - 1 acre)	EA	75000	\$1.00	\$75,000.00	\$67,500.00	90%	\$3,750.00	5%

CARTERSVILLE AIRPORT
Cartersville, GA
81 # west

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP020-9032-3(015) Bartow
 PID: T006623

RSA IMPROVEMENTS PHASE III: CONSTRUCT RSA WIDENING AND PHASE III LAND ACQUISITION

ITEM	Spec	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
122	FAA	Parcel 6 Easement (Baynard Parcel 005-1019-003 - 1 acre)	EA	82500	\$1.00	\$82,500.00	\$74,250.00	90%	\$4,125.00	5%
123	FAA	Parcel 4 Easement (Carnes Parcel 0055-1020-002 - part of 55.43 acres)	EA	27300	\$1.00	\$27,300.00	\$24,570.00	90%	\$1,365.00	5%
124	FAA	Parcel 3 Easement (Carnes Parcel 0055-1019-008- 1 acre)	EA	75500	\$1.00	\$75,500.00	\$67,950.00	90%	\$3,775.00	5%
125	FAA	Parcel 5 Fee Simple (Carnes Parcel 0055-1019-001)	EA	150000	\$1.00	\$150,000.00	\$135,000.00	90%	\$7,500.00	5%
		Total Part II FY16D Federal Funds				\$2,015,119.53	\$1,813,607.57		\$100,756.02	
		TOTAL PROJECT COST				\$3,566,432.58	\$3,209,789.32		\$173,599.35	

<u>FAA GRANT AND FAIN</u>	<u>AWARD DATE</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBG-017-2015	9/17/2015	\$1,396,181.75	22136
3-13-SBG-019-2016	9/21/2016	\$1,813,607.57	22138
FY20 STATE	N/A	\$173,599.35	01201
Total Maximum Obligation of Federal and State Funds this Contract:		\$3,383,388.67	

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed-upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

Item # 18



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Cartersville
Solicitation/Contract No./ Call No. or Project Description:	T006623/AP020-9032-31(015) Bartow RSA Improvements Phase III: Construct RSA Widening and Phase III Land Acquisition at the Cartersville Airport in Cartersville, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

109605	4/21/2008
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization

City of Cartersville
Name of Contractor

I hereby declare under penalty of perjury that the foregoing
is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

Item # 18

- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (d) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Item # 18

Signature: _____

Name: _____

Position: _____

Company: City of Cartersville

Department of Transportation
State of Georgia

AUGUST 15, 2019

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T006623/AP020-9032-31(015) BARTOW
RSA IMPROVEMENTS PHASE III: CONSTRUCT RSA WIDENING AND PHASE III LAND ACQUISITION AT
THE CARTERSVILLE AIRPORT IN CARTERSVILLE, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

Item # 18

DRAFT

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

Item # 18

DRAFT

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

Item # 18

DRAFT



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Property & Casualty Insurance Release Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	A city employee was involved in an accident with another individual in December 2018. Our insurance carrier, Travelers, has negotiated a settlement on this claim in the amount of \$15,000 which is part of the city's deductible. I am requesting approval of this settlement agreement and payment of the \$15,000.
City Manager's Remarks:	Your approval of the settlement agreement is recommended.
Financial/Budget Certification:	This is an unbudgeted item and will be paid from the city's property and casualty insurance fund.
Legal:	
Associated Information:	

FULL AND FINAL RELEASE OF ALL CLAIMS ("Release")

I, Arlene Ramos Rodriguez, (hereafter "Releasors") for good and adequate consideration including the sum of Fifteen Thousand Dollars (\$15,000.00), hereby release and forever discharge City of Cartersville, and his/her/their/its heirs, executors, administrators, successors and assigns and The Travelers Indemnity Company Of America, including all of its subsidiaries, affiliate companies, and officers, employees, attorneys, directors, agents, and representatives (hereafter "Releasee(s)") and any other person, corporation, association or partnership allegedly responsible for injuries to the person and/or property of the Releasors, and the consequences flowing therefrom, from any and all claims, demands, causes of action, damages, losses, judgments, actions, or lawsuits which we have now or may have, known or unknown, anticipated or unanticipated against Releasee(s) in the future as the result of an accident, incident, casualty or event (the "Incident") which occurred or is alleged to have occurred at or near Church Street, in the city/town of Cartersville in the state of GA, on the 3rd day of December, 2018.

The Releasor(s) warrant(s) that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or representation by the Releasees, or their representatives, or physicians, concerning the nature and extent of the injuries and/or damages and/or legal liability therefore; and that the Releasor(s) is/are of legal age, legally competent to execute this Release and accept(s) full responsibility therefore.

Releasor(s) know that this payment is a full and final settlement of all claims for injuries and other damages incurred as a result of the Incident.

Releasor(s) understand that payment is not an admission of liability or of negligence. It is understood and agreed that the Releasee(s) shall not be estopped or otherwise barred from asserting, and expressly reserve the right to assert, any claim or cause of action against other party(ies) not subject to this Release.

Releasor(s) is/are hereby notified in accord with O.C.G.A. § 33-7-12 that this is a settlement negotiated by The Travelers Indemnity Company Of America the insurer of Releasees, that the insurer does not have the written consent of the Releasees to this settlement, and as such, the Releasees are not necessarily thereby precluded from the further assertion of claims against Releasor(s) arising out of the incident or occurrence described herein.

Releasor(s) agree that the Releasee(s) are hereby released and discharged from any liability, responsibility, or assertion of any and all subrogation rights, liens or other claims held by any other person or entity which are or may be asserted as a result of the Incident. Releasor(s) further agree to indemnify the Releasee(s) in the event that Releasee(s) are obligated to make payment resulting from other lawsuits, liens or claims, asserted by any person or entity as a result of the Incident and for the cost incurred in defending same.

Releasor(s), for the consideration set forth in this Release, further agrees to satisfy any and all liens or claims against the proceeds of this Release, specifically including, but not limited to, any lien, claim or conditional payment reimbursement demand asserted by or on behalf of Medicare or any entity claiming any right of reimbursement under the Medicare Secondary Payer Act. Releasor(s) further agree(s) to hold harmless, indemnify and defend Releasee(s) from any claims arising from the failure of Releasor(s) to satisfy any such liens, claims, and/or Medicare conditional payment reimbursement demands. These obligations include Releasor(s) payment and/or reimbursement of any and all reasonable attorney's fees and expenses incurred by Releasee(s) in connection with the failure of Releasor(s) to satisfy any such liens, claims, and/or Medicare conditional payment reimbursement demands.

Releasor(s) also agrees to hold harmless, indemnify, and defend Releasee(s) with respect to any and all other claims that may be presented by Releasor(s), Medicare, and/or any other party acting on Releasor(s)' or Medicare's behalf, including, but not limited to, administrative or civil fines, penalties, and interest, as well as any damages that arise out of, result from, and/or occur as a consequence of any adverse administrative or legal actions, up to and including the loss of Releasor(s)' future Medicare benefits and/or Medicare eligibility. These obligations include Releasor(s) payment and/or reimbursement of any and all reasonable attorney's fees and expenses incurred by Releasee(s) in connection with the failure of Releasor(s) to perform these obligations. Releasor(s) promise that if any valid lien is asserted, I/we will use the proceeds of this settlement to satisfy it.

Releasor(s) has/have been given an opportunity to consult with an attorney and do not believe that any further advice is necessary and are satisfied that I/we has/have read and understand this document and this settlement.

s/ Annie Rando 8/21/19 s/ _____
Aelene Rames Rodriguez _____
 Print Name Releasor Print Name Releasor

Arturo Venzo
 Witness

Arturo Venzo
 Print Name

DATED: 8 / 21 / 19 Time 1:45

State of: Georgia
 County of: Cobb

Subscribed and sworn before me on this date: 8-21-19

Sylvia Fagdol
 Notary Public

Commission expires:

(seal)





City of Cartersville

City Council Meeting

9/5/2019 7:00:00 PM

Agent of Record for Medical Insurance Brokerage Services

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	At the last City Council meeting, approval was given to One Digital as the new agent of record effective September 1, 2019. After some review of city files, the contract with ShawHankins for Medical Insurance Broker Services and Consulting provides for a sixty-day termination notice. In order to comply with the existing contract, I recommend that the City Council approve the termination date of October 20, 2019 for ShawHankins, with the approval of One Digital obtaining access to City of Cartersville medical insurance benefits and files effective on September 1, 2019. Both ShawHankins and One Digital have been contacted regarding these changes and are in agreement with these terms.
City Manager's Remarks:	As mentioned above, both ShawHankins and One Digital are in agreement of this. Your approval of the agent of record brokerage service terms is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Fiber to Industrial Park

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	As part of the 2019 City Council Visioning Session, staff was given the go ahead to price the cost of running fiber optics cable from our closest location to the Highland 75 Industrial Park. After working with NCI regarding the fiber installation, Luffman-Byers Engineering and the Electric Department, the total estimated cost to get to the entrance of the Highland 75 Industrial Park is \$403,000, with potential additional costs for any rock along the proposed route. There would be additional costs to install the fiber along Great Valley Parkway, but normally we would work with a potential customer to offset some of these costs by charging them an installation fee in addition to their monthly internet connection rate. We also looked at staying on the west side of I-75 and installing fiber to the other industrial park and to go just to that park is also an estimated \$403,000. The Fiber Department included \$415,000 in the current FY 2019-20 budget for this potential installation.
City Manager's Remarks:	After the recent growth in both Highland 75 and to the west of the interstate at Cass White Road, fiber received two separate quotes to run fiber to each area. The cost of running fiber to Highland 75 is around \$403,000. It is the same price to run west of the interstate as well. Both are seeing growth and have the potential to be high service areas for the department. Your direction on which site to run the fiber to is appreciated.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Cover Memo

Item # 21



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Guardrail Repair

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	A driver ran into the guardrail near the city cemetery. The city has received a proposal from Martin-Robbins to repair the damaged guardrail for \$5,695. I recommend approval of this proposed work and am seeking reimbursement from the driver's insurance company.
City Manager's Remarks:	Your approval of the guardrail repair by Martin-Robbins is recommended.
Financial/Budget Certification:	This is an unbudgeted item and the city will be asking the driver's insurance for reimbursement.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
New Mail Security Service from Mimecast

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	In an effort to strengthen the city email security, we are recommending moving away from the current Barracuda Spam Firewall and upgrading to a cloud based mail security provider. Mimecast is recognized as the industry leader in email security and also incorporates end user security awareness into their product. In other words, our end users will be tested on their spam and phishing awareness levels. This change in email security vendors was not budgeted, but funds are available for this change and is recommended for your approval.
City Manager's Remarks:	Mimecast is a cloud based mail security provider that we would like to begin using in an effort to strengthen our email security. This is an unbudgeted item but funds are available. Your approval is recommended.
Financial/Budget Certification:	This is not a budgeted item.
Legal:	
Associated Information:	

Mimecast Advanced Security

- 100% Virus Filtering
- 99.5% Spam Filtering
- **Protection Against Spear Phishing**
 - **URL Protection**
 - **Attachment Sandboxing**
 - **Impersonation/Whaling Protection**
 - **Internal Email Protect**
- Encryption and Advanced DLP
 - MD5 Hashing
 - Fuzzy Hashing (Document Fingerprinting)
 - Document Services (watermarking, metadata stripping, document conversion)
- Strip and Link Large Attachments
- Stationary and Disclaimer Management
- Queue and Spool Continuity w/ 30 day rolling archive
- Access from Outlook, Web Portal, Mobile Devices

<u>Users</u>	<u>Product/Bundle</u>	<u>Cost for 12 months</u>
300	Advanced Security	\$18,000
	Gold Customer Success	\$3,600
	Guided Implementation (<i>One-time fee</i>)	\$1,500
Total Recurring Cost		\$21,600
Total Upfront Cost		\$23,100



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Vehicle Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Police
Department Summary Recommendation:	I am requesting approval to purchase five patrol vehicles and one unmarked vehicle. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. The vehicles are budgeted items and will be paid for out of federal asset forfeiture funds.
City Manager's Remarks:	Your approval of the vehicle purchase is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid for from the Federal Asset Forfeiture Fund.
Legal:	
Associated Information:	



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Tamara Brock, City Manager
From : Chief Frank L. McCann
Date : August 27, 2018
Ref : Purchase of five patrol vehicles and one unmarked vehicle.

I am requesting approval to purchase five patrol vehicles and one unmarked vehicle. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. The vehicles are budgeted items and will be paid for out of federal asset forfeiture funds.

The police department sent a request for bids (RFB) for above noted vehicles to 10 local car dealerships and also placed the RFB on the city's web site and placed the RFB on the Georgia Procurement Registry. We subsequently received three bids from the dealerships. The following are the bids for the above noted vehicles from each dealership that met the specifications:

Don Jackson Dodge	\$149,409.00 (total)
Robert Loehr Dodge	\$149,624.00 (total)
Paulding Dodge	\$152,300.00 (total)

I recommend the best bid Robert Loehr Dodge (\$149,624.00) for above noted vehicle purchase. The purchase of the vehicles and the equipment (Lights, siren, cage, computer, in-car camera, etc.) will not exceed \$240,000.00.

This is a budgeted item (federal asset forfeiture money) and the E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.

00834

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

Attn: Police Department
Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprma@cartersvillepolice.com

**Bid Specification Sheet
Request for Bid**

New

TO: Don Jackson Chrysler Dodge Jeep
3950 Jonesboro Rd
Union City, GA 30291

Quantity: 5

Model Year : 2019 or 2020

Make: Dodge Charger

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. If specifications listed do not meet current specifications of the vehicle, please describe the specifications of the vehicle your bid includes. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

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

Police Pursuit Vehicle (Sedan)	<u>Meets or Exceeds Specifications</u>		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacturer warranty	✓		
All Wheel Drive, automatic transmission, column mounted	✓		
Engine – 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 8 way driver seat w/4 way power lumbar adjuster	✓		
Officer Protection Package installed	✓		

Heavy duty cloth bucket seats with vinyl rear	✓		
Rear windows/locks disabled from rear seat compartment	✓		
Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system			
Bluetooth phone capabilities	✓		
Heavy duty rubber floor mats (no carpet)	✓		
Factory tinted side windows	✓		
LED Spotlight *driver's side only	✓		
Exterior paint – bright white clear coat	✓		
Black steel wheels, chrome center cap	✓		
Radial police rated tires, Performance Firestone	✓		
Full size spare tire	✓		
Standard upfitter wiring (police package)	✓		
Additional keys (min of 4 per unit)	✓		
TOTAL PER UNIT COST			\$ 24,844
TOTAL UNITS			x 5
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$ 124,220

Anticipated number of weeks until delivery (after approval): 8-12 wks

*All bids are due No Later Than August 23, 2019 @ 5:00 p.m.

*Bids will be opened on August 26, 2019 @ 9:00 a.m. at the Cartersville Police Department

*Bids will not be awarded or selection discussed prior to approval by city council

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

Attn: Police Department

Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

Quantity: 1 (Command Unit)

Model Year : 2019 or 2020

Make: Dodge Charger (Street Appearance Package)

TO: Don Jackson Chrysler Dodge Jeep
3950 Jonesboro Rd
Union City, GA 30291

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. If specifications listed do not meet current specifications of the vehicle, please describe the specifications of the vehicle your bid includes. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

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

Police Pursuit Vehicle (Sedan)	<u>Meets or Exceeds Specifications</u>		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacturer warranty	✓		
All Wheel Drive, automatic transmission, column mounted	✓		
Engine – 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 6/8 way driver seat w/4 way power lumbar adjuster	✓		

Heavy duty cloth bucket seats with vinyl rear	✓		
Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system	✓		
Bluetooth phone capabilities	✓		
Factory tinted side windows	✓		
Exterior paint – Destroyer Grey Clear coat	✓		
18-Inch x 8.0-Inch steel wheel covers, full	✓		
Radial police rated tires, Performance Firestone preferred	✓		
Full size spare tire	✓		
Additional keys (min of 4 per unit)	✓		
Street Appearance Package	✓		
TOTAL PER UNIT COST			\$ 25,189
TOTAL UNITS			x 1
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$ 25,189

Anticipated number of weeks until delivery (after approval): 8-12 wks

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*Bids will be opened on August 26, 2019 @ 9:00 a.m. at the Cartersville Police Department

*Bids will not be awarded or selection discussed prior to approval by city council

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

Attn: Police Department
Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

TO: Robert Loehr Chrysler Dodge Jeep Ram FIAT
 567 E. Main Street
 Cartersville, GA 30120

Quantity: 5

Model Year : 2019 or 2020

Make: Dodge Charger

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. If specifications listed do not meet current specifications of the vehicle, please describe the specifications of the vehicle your bid includes. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

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

Police Pursuit Vehicle (Sedan)	<u>Meets or Exceeds Specifications</u>		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacturer warranty	✓		
All Wheel Drive, automatic transmission, column mounted	✓		
Engine – 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 8 way driver seat w/4 way power lumbar adjuster	✓		
Officer Protection Package installed	✓		

Heavy duty cloth bucket seats with vinyl rear	✓		
Rear windows/locks disabled from rear seat compartment	✓		
Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system	✓		
Bluetooth phone capabilities	✓		
Heavy duty rubber floor mats (no carpet)	✓		
Factory tinted side windows	✓		
LED Spotlight *driver's side only	✓		
Exterior paint – bright white clear coat	✓		
Black steel wheels, chrome center cap	✓		
Radial police rated tires, Performance Firestone	✓		
Full size spare tire	✓		
Standard upfitter wiring (police package)	✓		
Additional keys (min of 4 per unit)	✓		
TOTAL PER UNIT COST		\$	\$24,926
TOTAL UNITS			x 5
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>		\$	124,630

Anticipated number of weeks until delivery (after approval): 8-10

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*Bids will not be awarded or selection discussed prior to approval by city council

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

Attn: Police Department
Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

TO: Robert Loehr Chrysler Dodge Jeep Ram FIAT
 567 E. Main Street
 Cartersville, GA 30120

Quantity: 1 (Command Unit)

Model Year : 2019 or 2020

Make: Dodge Charger (Street Appearance Package)

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met. All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. If specifications listed do not meet current specifications of the vehicle, please describe the specifications of the vehicle your bid includes. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted. The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

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

Police Pursuit Vehicle (Sedan)	<u>Meets or Exceeds Specifications</u>		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacturer warranty	✓		
All Wheel Drive, automatic transmission, column mounted	✓		
Engine – 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 6/8 way driver seat w/4 way power lumbar adjuster	✓		

Heavy duty cloth bucket seats with vinyl rear	✓		
Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system	✓		
Bluetooth phone capabilities	✓		
Factory tinted side windows	✓		
Exterior paint – Destroyer Grey Clear coat	✓		
18-Inch x 8.0-Inch steel wheel covers, full	✓		
Radial police rated tires, Performance Firestone preferred	✓		
Full size spare tire	✓		
Additional keys (min of 4 per unit)	✓		
Street Appearance Package	✓		
TOTAL PER UNIT COST			\$ 24,994
TOTAL UNITS			x 1
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$

Anticipated number of weeks until delivery (after approval): 8-10

**All bids are due No Later Than August 23, 2019 @ 5:00 p.m.*

**Bids will be opened on August 26, 2019 @ 9:00 a.m. at the Cartersville Police Department*

**Bids will not be awarded or selection discussed prior to approval by city council*

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

Attn: Police Department

Contact: Deputy Chief J.M. DiPrima 770.607.6228
jmdiprima@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

Quantity: 5

Model Year : 2019 or 2020

Make: Dodge Charger

TO: Paulding Chrysler Dodge Jeep Ram
1245 Old Griffin Road
Dallas, GA 30157

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted).

Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met.

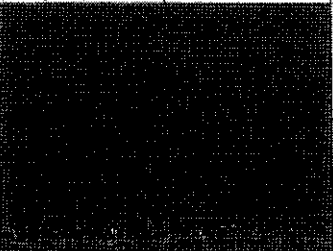
All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. If specifications listed do not meet current specifications of the vehicle, please describe the specifications of the vehicle your bid includes. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted.

The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

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

Police Pursuit Vehicle (Sedan)	<u>Meets or Exceeds Specifications</u>		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacturer warranty	✓		
All Wheel Drive, automatic transmission, column mounted	✓		
Engine – 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 8 way driver seat w/4 way power lumbar adjuster	✓		
Officer Protection Package installed	✓		

Heavy duty cloth bucket seats with vinyl rear	✓		
Rear windows/locks disabled from rear seat compartment	✓		
Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system	✓		
Bluetooth phone capabilities	✓		
Heavy duty rubber floor mats (no carpet)	✓		
Factory tinted side windows	✓		SOLAR GUARD FROM FACT
LED Spotlight *driver's side only	✓		
Exterior paint – bright white clear coat	✓		
Black steel wheels, chrome center cap	✓		
Radial police rated tires, Performance Firestone	✓		GOODYEAR FROM FACT.
Full size spare tire	✓		
Standard upfitter wiring (police package)	✓		
Additional keys (min of 4 per unit)	✓		8-KEY FOBs
TOTAL PER UNIT COST			\$ 25,695.00
TOTAL UNITS			x 5
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$ 128,475.00

Anticipated number of weeks until delivery (after approval): 12-16

*All bids are due No Later Than August 23, 2019 @ 5:00 p.m.

*Bids will be opened on August 26, 2019 @ 9:00 a.m. at the Cartersville Police Department

*Bids will not be awarded or selection discussed prior to approval by city council

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

Attn: Police Department

Contact: Deputy Chief J.M. DiPrima 770.807.6228
jmdiprma@cartersvillepolice.com

Bid Specification Sheet
Request for Bid

New

TO: Paulding Chrysler Dodge Jeep Ram
1245 Old Griffin Road
Dallas, GA 30157

Quantity: 1 (Command Unit)

Model Year : 2019 or 2020

Make: Dodge Charger (Street Appearance Package)

Vendor Information:

The vehicle offered shall meet or exceed the requirements listed below (unless otherwise noted).

Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met.

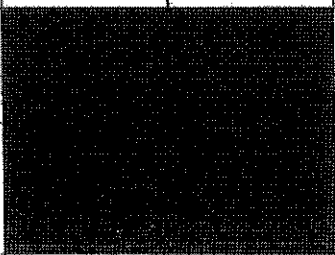
All bids **must** include completed **SAVE** and **E-Verify** Documentation. Failure to provide these documents will result in the bid being rejected. Items not specified may be included. If specifications listed do not meet current specifications of the vehicle, please describe the specifications of the vehicle your bid includes. The final bid will be awarded by city council action on a regularly scheduled meeting date. The lowest/best bidder will be contacted. Bids submitted after the submission due date, incomplete, or not to specification will not be accepted.

The City of Cartersville reserves the right to reject any or all bids.

Supporting Data:

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

Police Pursuit Vehicle (Sedan)	<u>Meets or Exceeds Specifications</u>		Comments
	YES	NO	
Body type – 4 door, sedan police package w/manufacture warranty	✓		
All Wheel Drive, automatic transmission, column mounted	✓		
Engine – 5.7L Hemi, V8	✓		
Driver/Front passenger air bags	✓		
Power seats, windows, locks, steering	✓		
Power 6/8 way driver seat w/4 way power lumbar adjuster	✓		

Heavy duty cloth bucket seats with vinyl rear	✓		
Tilt steering	✓		
Heavy duty 220-amp alternator	✓		
Upgraded heavy duty 800 amp battery	✓		
Heavy duty braking package	✓		
Factory A/C, Rear HVAC	✓		
AM/FM Stereo radio	✓		
Backup Camera system	✓		
Bluetooth phone capabilities	✓		
Factory tinted side windows	✓		SOLAR GUARD FROM FACT.
Exterior paint – Destroyer Grey Clear coat	✓		
18-Inch x 8.0-Inch steel wheel covers, full	✓		
Radial police rated tires, Performance Firestone preferred	✓		GOODYEAR FROM FACT.
Full size spare tire	✓		
Additional keys (min of 4 per unit)	✓		8-KEY FOBs
Street Appearance Package	✓		
TOTAL PER UNIT COST			\$ 23,825. ⁰⁰
TOTAL UNITS			x 1
TOTAL COST <i>Includes delivery to Cartersville City Garage 500 South Tennessee Street Cartersville, GA 30120</i>			\$ 23,825. ⁰⁰

Anticipated number of weeks until delivery (after approval): 12-16

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*Bids will not be awarded or selection discussed prior to approval by city council



City of Cartersville

City Council Meeting
9/5/2019 7:00:00 PM
Itron Upgrade

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The finance department needs to upgrade the Itron software and meter reading equipment. We are currently using Itron FC300 handheld units that will be obsolete in December 2021. Although the city is currently going through the process to choose an AMI system, we are not sure when the AMI system will be fully operational. The current Itron software is running on the Windows 7 platform and our Itron representative recommends that we move to the Windows 10 platform. We can save \$9,000 on the software upgrade if it is done before December 31, 2019. The quote is attached for the meter reading equipment from Itron (sole vendor) which includes the use of Panasonic Toughpad tablets in place of the FC300 handhelds. The finance department would need five (5) of these and the gas department needs one to program the ERT meters when they install them at a customer's location. The Itron representative said the city could use a smart phone instead of purchasing the Panasonic Toughpads, which would save the city \$26,658.00. The \$26,658 savings is for the removal of items 6, 7, and 8 on the attached quote (times 6). At this time, the IT department recommends that those involved in the meter reading process use smart phones. I recommend the purchase of the software upgrade and equipment from Itron in the amount of \$17,780.00 without the purchase of the Panasonic Toughpads.
City Manager's Remarks:	Your approval of the Itron software and meter reading equipment for the necessary upgrade is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo



6525 BEST FRIEND RD SUITE 100
NORCROSS, GA 30071

**ITRON FCS UPGRADE+ IONWARE
SOFTWARE TRAINING QUOTE**

www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: U00597150.00

To: **CITY OF CARTERSVILLE
ELECTRIC DEPT.
320 SOUTH ERWIN ST
CARTERSVILLE, GA 30120**

Issued Date: **Aug 15, 2019**

Expiration Date: **Sep 14, 2019**

Sales Contact: **Andy Staker**

Attn:

(P) 404.223.1823

Phone:

(F) 404.691.4736

Fax:

andrew.staker@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
ITRON FCS ITRON SOFTWARE+ ITRON MOBILE RADIO + ACCESSORIES						
1		FCSDDD-ED FCS SOFTWARE LICENSE 25,001-50,000 ANNUAL MAINTENANCE BILLED DIRECTLY BY ITRON- \$2100 DEL: SOFTWARE SAVING: \$9,000	1	0.000	EA	0.00
2		IMA-SETUP-FEE ITRON MOBILE CLOUD TENANT SETUP	1	335.000	EA	335.00
3		IMA-W-DD-SUB-ED IMA WALK BY ONLY SUBSCRIPTION ANNUAL MAINTENANCE BILLED DIRECTLY BY ITRON- \$720	1	0.000	EA	0.00
4		IMR-0902-001 ITRON MOBILE RADIO 2 W/ USB CABLE +CHARGER ANNUAL MAINTENANCE BILLED DIRECTLY BY ITRON- \$144	1	1,995.000	EA	1,995.00
5		MSE-0440-001 CARRY ACCESSORY, SHOULDER + BELT CLIP	1	85.000	EA	85.00
6		OEM-1083-051 PANASONIC TOUHPAD TABLET 10"	1	3,914.000	EA	3,914.00
7		OEM-1083-060 OEM PANASONIC DESK CRADLE	1	380.000	EA	380.00
8		OEM-1083-061 OEM PANASONIC VEHICLE CHARGER	1	149.000	EA	149.00
SECTION TOTAL:						\$6,858.00

Item # 25



6525 BEST FRIEND RD SUITE 100
NORCROSS, GA 30071

Phone: 404.691.2605
Fax: 770.798.1309

**ITRON FCS UPGRADE+ IONWARE
SOFTWARE TRAINING QUOTE**

www.anixterpowersolutions.com

Quotation: U00597150.00

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
IONWARE FCS SOFTWARE TRAINING						
9		CONHRS 3 DAYS ONSITE ITRON MVRS-FCS MIGRATION/TRAINING	3	1,425.000	EA	4,275.00
10		LODGING OVERNIGHT STAY	3	120.000	EA	360.00
11		TRAVEL AIRFARE	1	350.000	EA	350.00
12		TRAVEL CAR RENTAL	3	65.000	EA	195.00
13		MEALS MISC MEALS	3	40.000	EA	120.00

SECTION TOTAL: \$5,300.00

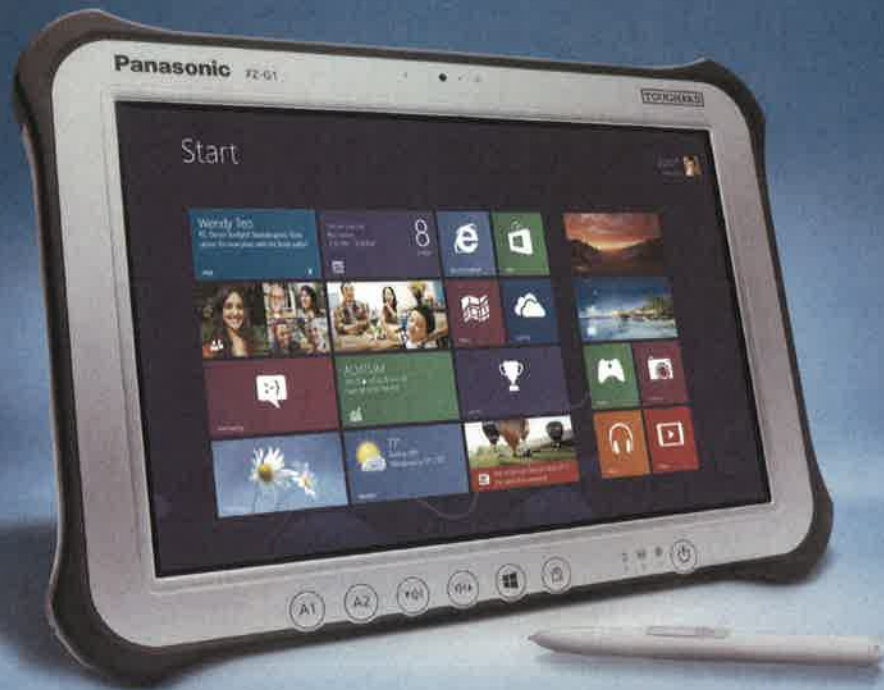
QUOTE TOTAL: **\$12,158.00**

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.
- 4) This is an estimate only. Prices subject to change based on actual costs.

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.



Item # 25

Panasonic recommends Windows.

TOUGHPAD FZ-G1

- 6th Generation Intel® Core™ i5 vPro™ Processor
- Daylight-readable Display with Gloved Multi Touch + waterproof digitizer pen
- Up to 28 Hours of Use with an Optional Long Life Battery¹
- Integrated Bridge Battery, SmartCard, 2D Barcode, Magstripe, RFID, Serial Options and More^{2,3}
- Certified for Use in Hazardous Locations (Class I Division 2)⁴
- 3-year Warranty with Business Class Support

4-FOOT
DROP RATING

IP65

MIL-STD-810G

THE WORLD'S THINNEST AND LIGHTEST FULLY RUGGED 10.1" WINDOWS 10 PRO TABLET

The Toughpad® FZ-G1 Windows 10 Pro tablet offers a fluid user experience while providing crucial port connectivity and feature-rich options in a compact size. Designed for highly mobile field workers, it's the thinnest and lightest fully rugged 10.1" tablet running Windows 10 Pro 64-Bit. Powered by an Intel® Core™ i5 vPro™ processor with a MIL-STD-810G and IP65 certified design, the Toughpad FZ-G1 Windows 10 tablet leads the way in rugged mobile computing. Add to that an HD daylight-readable 10-point gloved multi touch + waterproof digitizer pen, and it becomes an essential tool for field workers.

1.800.662.3537
panasonic.com/toughpad/G1

PSC-M1643855

TOUGHPAD®

TOUGHPAD FZ-G1

Panasonic recommends Windows.

SOFTWARE	- Windows 10 Pro 64 bit - Panasonic Utilities (including Dashboard), Recovery Partition
DURABILITY	- MIL-STD-810G certified (4 drop, shock, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, humidity, explosive atmosphere) - IP65 certified sealed all-weather design - Optional class I division 2, groups ABCD certified model - Solid state drive heater - Magnesium alloy chassis encased with ABS and elastomer corner guards - Optional hand strap or rotating hand strap - Port covers - Raised bezel for LCD impact protection - Pre-installed replaceable screen film for LCD protection
CPU	- Intel® Core™ i5-6300U vPro™ Processor 2.4 GHz up to 3.0 GHz with Intel® Turbo Boost Technology - Intel Smart Cache 3MB
STORAGE & MEMORY	8GB DDR3L SDRAM^{1,2} 256GB solid state drive (SSD) with heater^{1,2} - Optional 512GB - up to 64GB additional storage with optional microSDXC card slot
DISPLAY	10.1" WUXGA 1920 x 1200 with LED backlighting 10-point capacitive multi touch + Waterproof Digitizer pen daylight-readable screen 2-800 nit - IPS display with direct bonding - Anti-reflective and anti-glare screen treatments - Ambient light sensor, digital compass, gyro and acceleration sensors - Automatic screen rotation - Intel® HD Graphics 520 (Built-in CPU) video controller - Concealed mode (configurable)
AUDIO	- Integrated microphone - Realtek high-definition audio - Integrated speaker - On-screen and button volume and mute controls
KEYBOARD & INPUT	10-point gloved multi touch + digitizer screen - Supports bare-hand touch and gestures and electronic waterproof stylus pen - Supports glove mode and wet-touch mode 7 tablet buttons (2 user-definable) - Integrated stylus holder - On-screen QWERTY keyboard
CAMERAS	720p webcam with mic 8MP rear camera with autofocus and LED light
EXPANSION	Optional MicroSDXC3
INTERFACE	- Docking connector 24-pin - HDMI Type A - Headphones/speaker Mini-jack stereo - Optional Serial Dongle¹ D-sub 9-pin - USB 3.0 (x 1)¹ 4-pin - Optional second USB 2.0¹ 4-pin - Optional 10/100/1000 Ethernet¹ RJ-45
WIRELESS	- Optional integrated 4G LTE multi carrier mobile broadband with satellite GPS - Optional GPS (u-blox NEO M8N)¹ - Intel® Dual Band Wireless-AC 8260 (IEEE802.11a/b/g/n/ac) - Bluetooth v4.1, Classic mode/ Low Energy mode, Class 1 (Windows 10 pro 64-bit) - Security - Authentication: LEAP, WPA, 802.1x, EAP-TLS, EAP-FAST, PEAP - Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES - Dual high-gain antenna pass-through
POWER SUPPLY	- Li-Ion battery pack: - Standard battery: Li-ion 11.1V, 4200mAh (typ.), 4080mAh (min.) - Optional long life battery¹: Li-ion 10.8V, 9300mAh (typ.), 8700mAh (min.) - Battery operation: - Standard battery: 14 hours - Optional long life battery¹: 28 hours - Battery charging time: - Standard battery: 2.5 hours off, 3 hours on - Optional long life battery¹: 3 hours off, 4 hours on - Optional bridge battery¹ (1 minute swap time)
POWER MANAGEMENT	Suspend/Resume Function, Hibernation, Standby
SECURITY FEATURES	- Password Security: Supervisor, User, Hard Disk Lock - Kensington cable lock slot - Trusted platform module (TPM) security chip v 2.0² - Computrace® (theft protection agent in BIOS) - Optional Insertable SmartCard reader¹ - Optional Contactless SmartCard/HF RFID reader¹ - ISO 15693 and 14443 A/B compliant

WARRANTY

- 3-year limited warranty, parts and labor

DIMENSIONS & WEIGHT¹

- 10.6" (L) x 7.4" (W) x 0.8" (H)
- 2.4 lbs. (standard battery)
- 3.0 lbs. (optional long life battery)¹

INTEGRATED OPTIONS¹⁰

- 4G LTE multi carrier mobile broadband with satellite GPS
- Choice of 1D/2D barcode reader (EA11 or EA21), GPS, Serial Dongle, Ethernet, MicroSDXC or second USB 2.0 port¹
- Choice of bridge battery, magstripe reader, insertable SmartCard reader, insertable SmartCard reader with bridge battery, contactless SmartCard/RFID HF reader or UHF 900MHz RFID reader (EPC Gen 2)¹¹

ACCESSORIES¹⁰

- AC Adapter (3-prong) CF-AA6413CM
- Standard Battery Pack FZ-VZSU84U
- Long Life Battery Pack¹ FZ-VZSU88U
- Long Life Battery Bundle (includes rotating hand strap and corner guard set) FZ-BNDLGI11ST1CG4
- Single Battery Charger Bundle FZ-BNDLGI1BATCHRG
- LIND 3-Bay Battery Charger FZ-LND3BAYG1
- LIND Car Adapter 120W CF-LNDDC120
- LIND Car/AC Adapter 90W (with USB port) CF-LNADCC90
- LIND Car Adapter 90W MIL-STD CF-LNOMLDC90
- Tall Corner Guard Set FZ-WCG6111
- Rotating Hand Strap and Tall Corner Guard Set Bundle FZ-BNDLGI1ST1CG4
- ToughMate G1 Always-On Case (with hand strap) TBCG1AONL-P
- ToughMate G1 Professional Portfolio TBCG1PFLIO-BLK-P
- ToughMate G1 X Hand Strap TBCG1XSTP-P
- Desktop Cradle FZ-VEBG11AU
- Vehicle Docks (no pass-through)
 - Gamber-Johnson 7160-0486-00-P
 - Havis with LIND power supply CF-H-PAN-702-P
- Vehicle Docks (dual pass-through)
 - Gamber-Johnson 7160-0486-02-P
 - Havis with LIND power supply CF-H-PAN-702-2-P
- Cradlepoint Router
 - Verizon CP-1BR1100LPE-VZ
 - AT&T CP-1BR1100LPE-AT
- Replacement Digitizer Pen Waterproof FZ-VNPG11U-S
- Tether FZ-VNPG11U
- 10.1" LCD Protective Film FZ-VPFG11U

Please consult your reseller or Panasonic representative before purchasing

Caution: Do not expose bare skin to this product when handling this unit in extreme hot or cold environments

¹ Approximate time. Battery operation and recharge times will vary based on many factors including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from MobileMark 2007

² Bridge battery, magstripe reader, insertable SmartCard reader, insertable SmartCard reader with bridge battery, contactless SmartCard reader and UHF RFID reader are mutually exclusive. Please note: USB 3.0 port cannot be accessed when the unit is equipped with the magstripe reader, but optional USB 2.0 port can be accessed

³ GPS, Serial Dongle, Ethernet, MicroSDXC and second USB port are mutually exclusive options

⁴ TGB = 1,000,000,000 bytes

⁵ Total usable memory will be less depending upon actual system configuration

⁶ The size of the VRAM cannot be set by the user and varies by operating system as well as the size of the RAM

Windows 7 max. VRAM is 1655MB

⁷ Magstripe reader, insertable SmartCard reader, insertable SmartCard reader with bridge battery and UHF RFID reader include tall corner guards and rotating hand strap. Bridge battery (without SmartCard reader) includes medium corner guards and rotating hand strap

⁸ Requires software and activation to enable theft protection

⁹ Length measurements do not include protrusions. Weight varies with options and digitizer pen

¹⁰ Accessories and Integrated Options may vary depending on your configuration. Visit the Panasonic website for more accessories and details

¹¹ Hazardous location certifications may not apply to all configurations. Consult your Panasonic representative for availability

¹² TPM 2.0 available upon request - please contact your reseller or Panasonic representative



Item # 25

1.800.662.3537

panasonic.com/toughpad/G1

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TOUGHPAD



Item # 25

Itron Mobile Radio 2

Itron Mobile Radio 2 provides improved RF range and allows 40/50 Series Endpoint programming

The Itron Mobile Radio is an all-purpose, walk-by reader and programmer for use with Itron's smart meters and endpoint solutions. This lightweight, portable device utilizes Itron's proven SRead technology in a two-way 900 MHz radio for communicating with electric, gas, water and telemetry endpoints using Itron Mobile or Field Deployment Manager apps. The Itron Mobile Radio is designed to handle the rigors of a field environment, providing a reliable hardware platform for utility personnel. Additionally, the Itron Mobile Radio has been designed and tested to handle environmental elements and ensure integrity as it relates to dust, rain, shock and vibration conditions.

INTRODUCTION

Walk-by meter reading is performed with the Itron Mobile Radio using a Bluetooth Low Energy (BLE) or Bluetooth Classic connection to a smart phone or tablet. Communications are quick and easy. The Itron Mobile Radio supports Advanced AMR two-way commands with Itron endpoints for reading consumption, extracting datalogging messages and performing secured shutoff and reconnect operations.

Field activities such as endpoint installation, programming, field investigations, unlocking and resetting devices are also performed with the Itron Mobile Radio.

The Itron Mobile Radio, coupled with a Bluetooth-enabled laptop or tablet, streamlines field activities to help make field workers more productive and efficient in their daily tasks. This is an ideal solution for utilities who already utilize mobile computing solution equipment in the field, or for those with in-house operations (such as a meter shop) where the lightweight, easy-to-use Itron Mobile Radio is a practical fit.

DESIGNED FOR DEPENDABILITY

The Itron Mobile Radio uses an internal 2270 mAh lithium-ion rechargeable battery,

providing operating time in excess of 10 hours on a single charge (results may vary based upon usage and target endpoint types). The battery can be replaced if necessary. Recharging can be done with standard micro-USB charging cable (supplied) or commonly available micro-USB phone charger.

The Itron Mobile Radio features an integrated circuit that gauges battery life, capable of accurate battery information in the form of percent remaining life as reported to supported applications. Additionally, the power indicator (LED) lets the user know when the battery is low.

Advanced Metering and Telemetry for Gas, Water and Electricity*

The Itron Mobile Radio supports a variety of advanced AMR commands that work with Itron ERTs, meters and sensors.

- » Extract 40 days of daily or hourly interval data from advanced gas and water endpoints
- » Extract 40 days of daily, hourly or 15 minute interval data from CENTRON® Bridge meters
- » Perform real-time demand reset and extract TOU data from CENTRON Bridge meters
- » Remote disconnect for gas, water and electricity services
- » Extract up to 480 days of voltage readings from the 100T-CP module
- » Collect leak data from water endpoints equipped with acoustic leak sensors
- » Fulfill special read requests such as move-ins and move-outs
- » Daily data for customer service and billing disputes
- » Monthly gas balancing reads
- » Data to facilitate load studies and conservation programs
- » Data to support mid-cycle rate changes

* Supported endpoints vary by local applications.

What's in the Box: Itron Mobile Radio Kit

Each Itron Mobile Radio package contains the following items:

- » Itron Mobile Radio with built-in antenna
- » AC power adapter
- » Micro USB cable
- » Itron Mobile Radio Quick Reference Guide

Optional Components

- Shoulder carry strap with belt-clip feature

SPECIFICATIONS

Functional

- » Power source: Internal 2270 mAh, 3.7V single-cell lithium-ion battery*
- » Operating temperature: -15°C to +50°C
- » Humidity limits: 0 to 95% relative humidity, non-condensing
- » Bluetooth 4.0
 - Bluetooth Class 1 for optimum performance to tablet /smartphone
 - Supported distances between the Itron Mobile Radio and endpoints vary across products and are rated for walk-by reading operations
 - Bluetooth is enabled when IMR is running on battery power or is connected to AC power. Bluetooth is disabled when IMR is connected to a host computer via USB

* Lithium-ion batteries are not to be charged below 0°C or above 45°C

Field Deployment Manager Laptop or Tablet Requirements

- » Microsoft® Windows 7 and Windows 10
- » Bluetooth 4.0

Itron Mobile App Smartphone or Tablet Requirements

- » Android 6 or iOS 9.0 or Windows 10
- » Bluetooth 4.0

Physical

- » Dimensions: 2.09 in x 2.90 in x 5.63 in (53mm x 74mm x 143mm)
- » Weight: 0.66lb or 10.6 ounces (0.3 kg)

Regulatory

- » **USA, FCC spectrum compliance:**
This device complies with Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. Operation is subject to the following two conditions:
 - This device may not cause harmful interference.

- This device must accept any interference that may cause undesirable operation.

» Canada, ISED spectrum compliance:

This device complies with Innovation, Science and Economic Development Canada (ISED) license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, (2) this device must accept any interference, including interference that may cause undesired operation of the device.

» RF Exposure for FCC and ISED for IMR2:

This device has been evaluated and found to be compliant for RF Safety with regards to Specific Absorption Rate (SAR) for portable device equipment set forth in the United States and Canada. The SAR limit for wireless mobile and/or portable devices used by the public is 1.6 W per kilogram averaged over 1 g of tissue. The standard incorporates a substantial margin of safety to get additional protection for the public and to account for any variations in measurements.

Approved Endpoints*

- » All legacy Itron ERT® modules
- » 40G / 40GB gas ERT modules
- » 100G gas ERT modules
- » 500G OpenWay® Riva gas ERT modules in mobile mode
- » 40W / 50W water ERT Modules
- » 60W water ERT modules
- » 100W water ERT modules
- » OpenWay Riva Water modules in mobile mode
- » Itron CENTRON Bridge Polyphase electricity meters in mobile mode
- » Itron CENTRON electricity meters equipped with R300 or R400 modules
- » Itron CENTRON Polyphase electricity meters equipped with R300 or R400 modules
- » Itron SENTINEL® electricity meters equipped with R300 modules

* Supported endpoints can vary across applications

Itron

Join us in creating a more **resourceful world.**
To learn more visit **itron.com**

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	Per Unit Cost	Finance Extended Cost	Gas Extended Cost	Finance w/o Toughpad	Gas w/o Toughpad
3 Days Migration/Travel	\$5300	\$5300	\$0	\$5300	\$0
Itron Mobile Cloud Set-Up	\$335	\$335	\$0	\$335	\$0
Itron Mobile Radio/Accessories	\$2080	\$10400	\$2080	\$10400	\$2080
Panasonic Toughpad Tablet 10" & Accessories	\$4443	\$22215	\$4443	\$0	\$0
Total Cost per Department	\$12158	\$38250	\$6523	\$15700	\$2080
Total Combined Finance and Gas Cost		\$44773		\$17780	



City of Cartersville

**City Council Meeting
9/5/2019 7:00:00 PM
Resurfacing Contract Award**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	Public Works recently opened five bids for our annual resurfacing contract and the low bidder was Bartow Paving Company for \$409,070.02. We recommend awarding the contract to the low bidder and are seeking permission for the Mayor to sign the contract and any associated documents. The proposed project includes resurfacing of the following 11 city streets: Henderson Drive Oakdale Drive Parr Wade Road Mission Hills Drive Wood Forest Drive Crescent Drive Highpoint Drive Willow Trace Heartwood Drive Split Oak Drive Waterstone Court This is a budgeted item and your approval is recommended.
City Manager's Remarks:	Your approval of the resurfacing contract with Bartow Paving is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Bid Tabulations
CITY OF CARTERSVILLE PROJECT NO.. PW-2019- LMIG

				Bartow Paving		Blount Const		NW Georgia		CW Matthews		Lori's Transportation	
	DESCRIPTION	EST.	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
		QTY.		PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
	150-1000 Traffic Control	1	LS	\$ 32,165.42	\$32,165.42	\$ 27,118.80	\$27,118.80	\$ 65,000.00	\$65,000.00	\$ 122,550.35	\$122,550.35	\$ 15,000.00	\$15,000.00
	402-1802 Recycled Asph.	240	TN	\$ 124.75	\$29,940.00	\$ 150.99	\$36,237.60	\$ 140.00	\$33,600.00	\$ 190.00	\$45,600.00	\$ 175.00	\$42,000.00
	Patching, Incl Bitum Matl and H-Lime												
	402-1812 Recycled Asph.	320	TN	\$ 121.04	\$38,732.80	\$ 128.27	\$41,046.40	\$ 100.00	\$32,000.00	\$ 105.00	\$33,600.00	\$ 142.75	\$45,680.00
	Conc. Leveling,												
	Incl. Bitum Material and H-Lime												
	402-3101 Recycled Asph	2145	TN	\$ 115.62	\$248,004.90	\$ 107.34	\$230,244.30	\$ 100.00	\$214,500.00	\$ 92.00	\$197,340.00	\$ 142.75	\$306,198.75
	Conc. 9.5 MM Superpave,												
	Type 1, Blend 1,												
	incl. Bitum Mtl. And H-Lime												
	413-1000 Bitum Tack Coat	4485	GL	\$ 0.01	\$44.85	\$ 2.56	\$11,481.60	\$ 0.01	\$44.85	\$ 0.01	\$44.85	\$ 5.25	\$23,546.25
	432-5010 Mill Asph Conc	19610	SY	\$ 1.25	\$24,512.50	\$ 2.53	\$49,613.30	\$ 3.75	\$73,537.50	\$ 2.00	\$39,220.00	\$ 3.95	\$77,459.50
	Variable Depth												
	653-0110 Thermoplastic Pvmt Marking,	12	EA	\$ 98.45	\$1,181.40	\$ 108.30	\$1,299.60	\$ 75.00	\$900.00	\$ 98.45	\$1,181.40	\$ 95.00	\$1,140.00
	Arrow, Tp 1												
	653-2501 Thermoplastic Solid Traffic	3100	LF	\$ 0.63	\$1,953.00	\$ 0.69	\$2,139.00	\$ 1.00	\$3,100.00	\$ 0.63	\$1,953.00	\$ 1.05	\$3,255.00
	Stripe, 5 in, White												
	653-2502 Thermoplastic Solid Traffic	5500	LF	\$ 0.63	\$3,465.00	\$ 0.69	\$3,795.00	\$ 1.00	\$5,500.00	\$ 0.63	\$3,465.00	\$ 1.05	\$5,775.00
	Stripe, 5 in, Yellow												
	653-1804 Thermoplastic Solid Traffic	130	LF	\$ 4.68	\$608.40	\$ 5.15	\$669.50	\$ 15.00	\$1,950.00	\$ 4.68	\$608.40	\$ 5.50	\$715.00
	Stripe, 24 in, White												
	653-2804 Thermoplastic Solid Traffic	100	LF	\$ 2.46	\$246.00	\$ 2.71	\$271.00	\$ 5.00	\$500.00	\$ 2.46	\$246.00	\$ 2.20	\$220.00
	Stripe, 8 in, White												
	653-3501 Thermoplastic Skip Traf Stripe, White	300	GLF	\$ 0.57	\$171.00	\$ 0.63	\$189.00	\$ 0.75	\$225.00	\$ 0.57	\$171.00	\$ 0.99	\$297.00
	653-6004 Thermoplastic Traffic Striping, White	30	SY	\$ 94.50	\$2,835.00	\$ 6.05	\$181.50	\$ 5.00	\$150.00	\$ 5.50	\$165.00	\$ 11.00	\$330.00
	611-8050 Adjust Manhole to Grade	24	EA	\$ 951.68	\$22,840.32	\$ 935.00	\$22,440.00	\$ 950.00	\$22,800.00	\$ 685.00	\$16,440.00	\$ 1,000.00	\$24,000.00
	611-8140 Adjust Water Valve Box to Grade	3	EA	\$ 789.81	\$2,369.43	\$ 605.61	\$1,816.83	\$ 1,500.00	\$4,500.00	\$ 425.00	\$1,275.00	\$ 500.00	\$1,500.00
	GRAND TOTALS				\$409,070.02		\$428,543.43		\$458,307.35		\$463,860.00		\$547,116.50