



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– 9:00
AM – 9/20/2018
Work Session – 8:00AM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Swearing in of Civic Youth Day Officials

1. Civic Youth Day Officials (Page 1)

[Attachments](#)

B. Council Meeting Minutes

1. September 6, 2018 (Pages 2 - 13)

[Attachments](#)

C. Proclamations

1. Fire Prevention Week Proclamation (Pages 14 - 15)

[Attachments](#)

D. Second Reading of Ordinances

1. Processing Fees for Credit/Debit Card and ACH/EFT Transactions (Pages 16 - 19)

[Attachments](#)

2. FY 2018-2019 Budget Amendment (Pages 20 - 22)

[Attachments](#)

E. Public Hearing - 1st Reading of Zoning/Annexation Requests

1. SU18-05: Felton Walk Mixed Use Development. 1136 & 1138 N. Tennessee St. Petitioner: Tri Unity Holdings LLC. Baha Kharazmi, owner (Pages 23 - 56)

[Attachments](#)

F. First Reading of Ordinances

1. Hazardous Materials Emergencies; Fees and Charges (Pages 57 - 61)

[Attachments](#)

G. Other

1. SiteMed Annual Firefighter Physicals (Pages 62 - 63)

[Attachments](#)

H. First Reading of Ordinances

1. Floodplain Management/Flood Damage Prevention Ordinance Revision (Pages 64 - 71)

[Attachments](#)

I. Change Order

1. Douthit Ferry Project Engineering Change Order (Pages 72 - 74)

[Attachments](#)

J. Certification

1. Community Rating System Annual Recertification (Pages 75 - 78)

[Attachments](#)

K. Bid Award/Purchases

1. Concrete Mobile Truck Repair (Pages 79 - 80)

[Attachments](#)

2. Leaf Truck Parts (Pages 81 - 82)

[Attachments](#)

3. Valves for Williams Transco Expansion Projects (Pages 83 - 84)

[Attachments](#)

4. Valves and Pipe for Transco Expansion and Cassville White Road Improvements (Pages 85 - 86)

[Attachments](#)

5. Regulator and Relief Valves for Williams/Transco Expansion Projects (Pages 87 - 91)

[Attachments](#)

6. Concrete Bid Proposal for Williams/Transco Dalton Expansion (Pages 92 - 94)

[Attachments](#)

L. Other

1. Floyd County Property Taxes (Pages 95 - 97)

[Attachments](#)

M. Contracts/Agreements

1. Geo-Hydro Proposal for Concrete Footing, Slab & Containment Construction for Williams/Transco Dalton Expansion Delivery Point (Pages 98 - 109)

[Attachments](#)

2. Cook Street CSX Encroachment Agreement and Fees (Pages 110 - 126)

[Attachments](#)

N. Bid Award/Purchases

1. Center Road Parking Lot Repair (Pages 127 - 133)

[Attachments](#)

2. WPCP #2 and #3 Secondary Slide Gates (Pages 134 - 138)

[Attachments](#)

O. Change Order

1. High Service Pump Building #2 Stabilization - Change Order #1 (Pages 139 - 156)

[Attachments](#)

P. Other

1. GDOT Letter of Verification - Leake Mounds-Etowah RiverWalk Link (Pages 157 - 161)

[Attachments](#)

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



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
Civic Youth Day Officials

SubCategory:	Swearing in of Civic Youth Day Officials
Department Name:	Administration
Department Summary Recommendation:	This is the traditional swearing in of civic youth day officials. We will have city counterparts and representatives from the schools.
City Manager's Remarks:	This is a ceremonial item requiring no action on the part of City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
September 6, 2018

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Council meeting minutes from September 6, 2018 are attached for your review.
City Manager's Remarks:	The minutes are recommended for Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 September 6, 2018
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Former Council Member Ward 3 Louis Tonsmeire.
 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; Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, City Attorney.

Absent: Jayce Stepp, Ward 2 and Taff Wren Ward 6.

II. Regular Agenda

A. Council Meeting Minutes

1. August 16, 2018 City Council Minutes

A motion to approve the August 16, 2018 City Council Meeting Minutes as presented was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

B. Public Hearing – 2nd Reading of Zoning/Annexation Request

1. AZ18-02: 539 Rowland Springs Road, approx. 0.69 acres, County R-2 to proposed City MF14. Petitioner: Ghanayanjivani, LLC.

Randy Mannino, Planning and Development Department Head stated the annexation and zoning request is to annex property located at 539 Rowland Springs Rd. at the corner of Rowland Springs Rd. and Corinth Rd. The lot contains an unoccupied single family detached house that has been converted to a duplex. The lot contains approximately 0.69 acres. The owner wishes to annex into the City to take advantage of better utility rates and for easier management of other rental properties that are in the City, particularly those adjacent to this one. The current zoning is R-2. The proposed zoning is MF-14 to allow a duplex unit. The Planning Commission recommends approval with one condition: Limit the residential use to one single family detached or duplex unit. This application has not changed since the first reading.

Public Hearing- zoning: with no one coming forward the hearing was closed.

Public Hearing- annexation: with no one coming forward the meeting was closed.

Council Member Fox made a motion to approve the annexation for AZ18-02 and the motion was seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

Council Member Cooley made a motion to approve the zoning for AZ18-02 and the motion was seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

Please see exhibit A for Ordinances and map.

2. SU18-04: 280 Nelson Street, Suite: 8. Petitioner: Calvary Chapel River Oaks.

Mr. Mannino stated the applicant wishes to use an empty suite on the western end of this commercial strip mall for a church located at 280 Nelson St. Suite 8. Parking and utilities are in place and available. Religious institutions are allowed in most zoning districts, including the G-C district, with a special use permit. Planning Commission recommends approval (5-0).

Public Hearing: with no one coming forward the public hearing was closed.

Council Member Roth made a motion to approve SU18-04 and the motion was seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

C. Public Hearing

1. Amendment Regarding Occupation Tax/Business License

The Mayor opened the floor for a public hearing:

Mr. Mannino stated the Planning and Development Department is in the process of automating our fee payment process to allow for online payment of occupational tax licenses/business licenses as well as permits and other fees. This should make it much easier for our customers to renew their licenses. In doing so, there is a credit card or automated bank transfer fee that has to be included with said renewal fees.

Because the convenience fee is being passed on to the customer, per State Law regarding occupational tax licenses and at the advisement of the City Attorney's office, we must hold a public hearing. Said credit card transaction fee is 2.95%. If they choose bank transfer, the fee is \$0.50. The customer will still have the option to pay in person or send it by U.S.P.S. paying by check or cash, with no additional fees. In the majority of the cases, the 2.95% fee will be lower than the current \$3.95 flat rate fee we presently charge for credit card transactions.

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

2. Ordinance Amendments Regarding Credit Card and Automated Bank Transfer Fees as it Relates to all Fees Paid Through Planning & Development

Mr. Mannino stated the Department is in the process of automating our fee payment

process to allow for online payment of occupational tax licenses/business licenses, as well as permits and other fees paid to the Planning & Development Department. This should be easier for our customers to renew their licenses, pull permits, and pay other miscellaneous charges. In doing so, there is a credit card or automated bank transfer fee that has to be included with said payments. The convenience fee is being passed on to the customer. Said credit card transaction fee is 2.95%. If they choose bank transfer, the fee is \$0.50. The customer will still have the option to pay in person or send it by U.S.P.S. paying by check or cash, with no additional fees. In cases, the 2.95% fee will be lower than the current \$3.95 flat rate fee we presently charge for credit card transactions.

D. Contracts/Agreements

1. Agreement with Invoice Cloud to Process Credit Card and Bank Transactions

Mr. Mannino stated based on previous discussions regarding automating the department's fee payment and processing, Invoice Cloud will be the vendor who is coordinating with our "CityView" software programmers. Planning and Development is requesting Council authorize the Mayor to sign the agreement with Invoice Cloud contingent upon said ordinance amendments being approved. In an effort to try and have the online fee payment structure in place for the upcoming renewal season, we need to have Invoice Cloud coordinating with CityView sooner, rather than later. By having the agreement signed now, we will gain a few additional weeks for software testing. If Council chooses not to approve said ordinance amendments, said agreement will be null and void.

A motion to approve Agreement with Invoice Cloud to Process Credit Card and Bank Transactions was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

E. First Reading of Ordinances

1. FY 2018-2019 Budget Amendment

Tom Rhinehart, Finance Department Head stated the Fire Department has requested an amendment to the FY 2018-2019 General Fund budget to account for additional staffing needs. As a result, the Fire Department budget needs to be increased by \$38,405 for half of the year. The additional costs were unforeseen at the time the FY 2019 budget was passed by Council. The offset to the expenses will be an increase in the Local Option Sales Tax (LOST) by the same amount (\$38,405). I recommend the amendment to increase the General Fund revenues and expenses in the amount of \$38,405 (for half of the year), bringing the total of the General Fund budget to \$40,749,045.

F. Contracts/Agreements

1. Invoice Cloud Agreement

Mr. Rhinehart stated the cashier area uses PayPal to settle the debit/credit card transactions, while Invoice Cloud settles the debit/credit card transactions made through the website. At the time we chose to use Invoice Cloud to process our transactions, there was an issue with the interface between Invoice Cloud and Cogsdale. The interface issue no longer exists and I am requesting that the City contract with Invoice Cloud to settle the cashier area debit/credit card transactions.

The current \$3.95 transaction fee charged by Invoice Cloud will be carried over to the cashier area transaction. This will bring all of the City's customer service settlements under one vendor, thus making it easier to balance using one processor. Mr. Rhinehart recommended approval of the Invoice Cloud documents and for the Mayor to be authorized to sign them.

A motion to approve the Invoice Cloud Agreement was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

2. USA Water Maintenance Agreement

Chief Scott Carter stated he respectfully requests permission for the Mayor to be authorized to sign the annual maintenance agreement with USA Water for our testing and maintaining proper chemical levels in the PSHQ chiller for the HVAC system. The annual shared price between CPD and CFD is \$4,260.00, which is the same as last year. This is a budgeted expense for both departments at \$177.50 each, per month per department.

A motion to approve the USA Water Maintenance Agreement was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

3. Water Line Materials for Airport

Dan Porta, Assistant City Manager stated the Cartersville-Bartow Airport Authority has to install a 1,130-foot water line to help serve the airport hangars located on the east side of the runway. The new water line will mainly be used as a fire line in case there is a problem at the airport. The cost for labor to install this new water line is approximately \$65,000 plus an additional \$36,000 for materials. This project was not anticipated and the Airport Authority has asked if the City and Bartow County are willing to split the material costs. The \$18,000 cost to the City for materials was not a budgeted item, but is recommended for your approval.

A motion to approve the Water Line Materials for Airport was made by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

G. Bid Award/Purchases

1. Fiber Optic Cable & Supplies

Mr. Porta stated the City Council previously approved contracts with NCI and Luffman-Byers Engineering for installation of fiber along State Route 411 to Tellus. We have received

approval from GDOT for our construction plans and need to order the fiber optic cabling and materials for this project. Mr. Porta recommended approval of the Utilicom Supply Associates quote in the amount of \$16,780.

A motion to approve Fiber Optic Cable & Supplies was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

2. Affordable Care Act Reporting

Mr. Porta stated Shaw Hankins completed the Affordable Care Act 1094-C and 1095-C reporting requirements for the City for 2017 and is due \$5,297.50 for this work.

A motion to approve the Affordable Care Act Report was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

3. Excavator Purchase

Don Hassebrock, Electric Department Head stated the Electric Department would like to purchase a Yanmar Mini-Excavator, Model VIO80 or equivalent to replace a 1998 New Holland, model 555E Backhoe. There are other Excavator manufacturers, but we want to take advantage of the \$40,000+ in accessory attachment equipment that we own. We received 5 bids on the equipment which can be viewed on the attached Bid Comparison sheet and the individual bids.

This is a budgeted item in the FY18-19 Capital Budget. We recommend the purchase of the Yanmar Excavator, model VIO80 from Vermeer of Marietta for the delivered price of \$74,000.

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

4. Brown Farm Road Pump Station Spare Pump

Bob Jones, Water Department Head stated the City operates five sewer lift stations throughout the sewer collection system service area and we are making a concerted effort to purchase critical spare parts for these systems.

The Brown Farm Road sewer lift station was rebuilt in 2014. At that time, only the pumps currently in service were purchased. I would like to purchase a spare pump for this location to have when a pump fails. This is a sole source item because the pump controls and plumbing connections are brand specific. A price was requested from Flygt for a complete pump compatible with those already installed. Xylem provided a price of \$7,746.90. Mr. Jones recommended approval of this item.

Motion to approve the Brown Farm Road Pump Station Spare Pump was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

5. TD Williams Fittings for CP-17-002

Michael Hill, Assistant Gas Department Head stated the Gas System requested bids for 2 each 6-inch T.D. Williams Spherical three-way tees with outlet and received three bids: Consolidate Pipe & Supply Co. \$9,040.00; General Utility Pipe & Supply \$8,200.00; S.J. Patterson Co. bid \$8,074.00. Mr. Hill recommended accepting the low bid of \$8,074.00 from S.J. Patterson Company.

A motion to approve TD Williams Fittings for CP-17-002 was made by Council Member Cooley and seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

6. Meter Purchase Transco Station/Brown Farm Road

Mr. Hill stated the Transco Station and Brown Farm Road both require a meter. Equipment Controls, of Norcross, Georgia, who is our sole source provider, quoted these meters.

The meter cost for the Transco Station is \$19,545.30 which includes the electronic index, power supply and communications for the station. The meter cost for Brown Farm Road is \$15,039.75 and this is solely the meter cost. The Gas System recommends approval of these items totaling \$34,585.05.

A motion to approve Meter Purchase Transco Station/Brown Farm Road was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

H. Other

1. Federal Annual Report FY2017-2018

Chief Frank McCann stated the Cartersville Police Department has to complete the federal annual report for the U.S. Department of Justice each year to account for the federal asset forfeiture money received and spent. The attached report is for the fiscal year starting July 1, 2017 and ending June 30, 2018. This report was prepared by the Police Department with the assistance of Tom Rhinehart, Finance Director. I am requesting that you and the Mayor review this report and then have the Mayor sign it so it can be sent to the U.S. Department of Justice.

A motion to approve Federal Annual Report FY2017-2018 was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

I. Resolutions

1. Resolution for Pub Crawl Festival Zone

This item was removed from the agenda.

J. Commendation/Recognition

1. Leake Mounds-Etowah River Walker Link Boardwalk Naming

Greg Anderson, Parks and Recreation Department Head stated he has had discussion with Diane Tate regarding an appropriate way for the City to thank the Cummings family for their generous donation of the right-of-way that allowed the City of Cartersville to plan, design and construct the Leake Mounds-Etowah RiverWalk Link.

A letter of request pertaining to this subject was received as well as a unanimous vote of support from Parks and Recreation Advisory Board to honor the Cummings family, as required by our naming policy. A bronze plaque will be placed at the start of the first boardwalk near the City School System bus barn. This section is the first time the trail makes entry onto the right-of-way donated by the Cummings family. The text on the plaque will read “In Honor – Skip Cummings – October 4, 2018”. Private funding has been secured for the bronze plaque as required by our policy.

Mr. Anderson recommended to Cartersville City Council that the City honor the Cummings family for their kind donation to our community. Theirs is a donation that will be utilized in perpetuity, as part of the Cartersville Trails system.

Motion to approve the commendation was made by Council Member Fox and seconded by Council Member Roth. Vote: 4-0.

Council Member Roth made a motion to added an item to the agenda, and it was seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

Added Item:

Keith Lovell, City Attorney stated the City has received an ante litem notice in regards to Mr. Jim Reaves injuring himself riding a bike on a City sidewalk. Mr. Lovell stated he has analyzed the details of the situation and recommends denial of the notice. A copy of the resolution is located in the Clerk’s office.

Motion to deny the ante litem notice was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 19-18

Petition No. AZ18-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Ghanayanjivani, LLC. Property is located 539 Rowland Springs Road. Said property contains 0.69 acres located in the 4th District, 3rd Section, Land Lots 313,314,335 and 336 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading: August 16, 2018

ADOPTED this September 6, 2018. Second Reading.



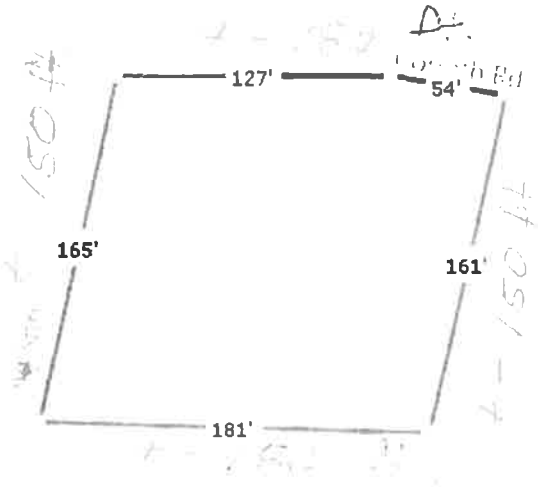
ATTEST:

/s/ Meredith Ulmer
Meredith Ulmer
City Clerk

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

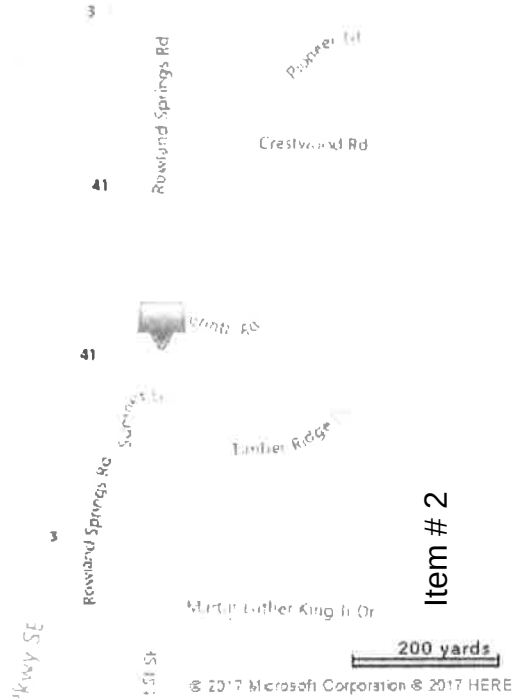
Item # 2

Property Map



*Lot Dimensions are Estimated

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Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 20-18
Petition No. AZ18-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Ghanayanjivan LLC . Property is located 539 Rowland Springs RD. Said property contains approximately 0.69 acres located in the 4th District, 3rd Section, Land Lots 313,314,335 & 336as shown on the attached plat Exhibit “A”. Property is hereby rezoned from R-2(Residential) to MF-14 (Multi Family). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of August 2018.
ADOPTED. Second Reading September 6, 2018.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
Fire Prevention Week Proclamation

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	This is a proclamation recognizing October 7th - 13th as Fire Prevention Week.
City Manager's Remarks:	<i>No action is required on the part of Council.</i>
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY of CARTERSVILLE
Proclamation



FIRE PREVENTION WEEK
OCTOBER 7-13, 2018

WHEREAS, the City of Cartersville, GA is committed to ensuring the safety and security of all those living in and visiting Cartersville; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, in 2016, home fires killed 2,735 people in the U.S. according to the National Fire Protection Association (NFPA), and fire departments in the U.S. responded to 352,000 home fires; and

WHEREAS, 4 out of 5 fire deaths in the U.S. occur at home each year; and

WHEREAS, Cartersville's residents should identify places in their homes where fires can start and eliminate those hazards; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Cartersville's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, when Cartersville's residents hear the sound of a smoke alarm, they should respond by going outside immediately to the designated meeting place; and

WHEREAS, Cartersville's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Cartersville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Cartersville's residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2018 Fire Prevention Week theme, "Look. Listen. Learn. Be aware - fire can happen anywhere™" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

THEREFORE, I, Matt Santini, Mayor of the City of Cartersville do hereby proclaim October 7-13, 2018, as Fire Prevention Week throughout the City. I urge all the people of Cartersville to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, and to support the public safety activities and efforts of Cartersville's fire and emergency services during Fire Prevention Week 2018.

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



Mayor

Attest: _____ City Clerk

Item # 3



City of Cartersville

City Council Meeting

9/20/2018 9:00:00 AM

Processing Fees for Credit/Debit Card and ACH/EFT Transactions

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	These ordinances have been amended and replaced with updated information regarding processing fees for credit/debit card and ACH/EFT transactions. 1. Administration - Chapter 2, Article V, Sections 2-130-2-140 Financial Affairs, Division 1. Sec. 2-130 is amended by deleting section 2-130 in its entirety and replacing it with the attached ordinance. 2. Planning and Development, Article V - Permit Fees, Section 17.76 - Section 17.76 is amended by deleting said section in its entirety and replacing it with the updated information in the attached ordinance. 3. Utilities - Chapter 24 - Article II - Rates, Charges, Billing and Collection Procedures, Section 24-21 - Schedule of Charges, etc. is amended by deleting paragraph (i) in its entirety and replacing it with the updates in the attached ordinance.
City Manager's Remarks:	Your approval of these ordinances 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 2 – ADMINISTRATION, ARTICLE V. – FINANCIAL AFFAIRS, DIVISION 1. – GENERALLY. SECTIONS 2-130-2-140 – RESERVED, is amended by deleting section 2-130 in its entirety and replacing it with the following:

1.

Sec. 2-130. – Processing Fees for Credit/debit cards Transactions.

- (a) Except as specifically provided for in the City of Cartersville Code of Ordinances, the following fees shall be assessed to customers when a credit/debit card is used to pay for any City Service.
- (b) Fees.
 - (1) Garbage – \$3.95 per transaction;
 - (2) Municipal Court Fines:
 - (i) 4% per fine in person;
 - (ii) 5% per fine for phone or online payments, per transaction.
 - (3) Recreation Department – all fees paid either by credit/debit card and/or online, transaction fees are as follows:
 - (i) 7.0298% + \$1.00 for all fees between \$0.01 - \$149.99
 - (ii) 3.7853% + \$5.50 for all fees between \$150.00 - \$499.99; and
 - (iii) 2.7038% + \$10.50 for all fees over \$500.00.
 - (4) For all other payments via credit/debit cards.
 - (i) \$3.95 per transaction.

2.

Sec. 2-131 – 2-140. Reserved.

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

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 17 – PLANNING AND DEVELOPMENT, ARTICLE V. – PERMIT FEES. SECTION 17.76. – RESERVED, is amended by deleting said section in its entirety and replacing it with the following:

1.

Sec. 17-76. – Processing Fees, credit/debit cards and ACH/EFT transactions.

- (a) For all permits, licenses, and applications, or fees as required by this Article, that are paid online or in person, or by other means by credit/debit cards or ACH/EFT, a fee of 2.95% for all credit and debit card charges per transaction or a fifty (\$0.50) cents ACH/EFT fee per transaction shall apply.
- (b) The above fee also applies to occupational tax license payments.

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

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 II. – RATES, CHARGES, BILLING AND COLLECTION PROCEDURES. SECTION 24-21. – SCHEDULE OF CHARGES, ETC. is amended by deleting paragraph (i) in its entirety and replacing it with the following:

1.

Sec. 24-21. - Schedule of charges, etc.

- i. City customers who pay for utility bills and other utility invoices with a credit or debit card will be charged a flat convenience fee of three dollars and 95/100 (\$3.95) per transaction.

2.

All other remaining provisions of Section 24-21 are to remain as is and made part of the permitted uses in Section 24-21.

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



City of Cartersville

**City Council Meeting
9/20/2018 9:00:00 AM
FY 2018-2019 Budget Amendment**

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	The Fire Department has requested an amendment to the FY 2018-2019 General Fund budget to account for additional staffing needs. As a result, the Fire Department budget needs to be increased by \$38,405 for half of the year. The additional costs were unforeseen at the time the FY 2019 budget was passed by Council. The offset to the expenses will be an increase in the Local Option Sales Tax (LOST) by the same amount (\$38,405). I recommend the amendment to increase the General Fund revenues and expenses in the amount of \$38,405 (for half of the year), bringing the total of the General Fund budget to \$40,749,045.
City Manager's Remarks:	This was discussed with you before the last Council meeting. The new position is key during the transition time with the new EMS service through Metro and going forward with trainings, certifications, etc. Your approval of the budget amendment is recommended for the new position in the Fire Department.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

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

2018 - 2019 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$40,749,045	
Expenditures:		
Legislative		\$17,393,885
Administration		\$ 1,070,510
Finance Dept.		\$ 1,230,705
Customer Service Dept.		\$ 802,720
Police		\$ 5,728,975
Fire		\$ 7,218,255
Municipal Court		\$ 266,795
Public Works		\$ 2,453,160
Recreation		\$ 3,235,790
Planning & Development		\$ 1,134,120
Downtown Development Authority		\$ 214,130
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 2,175,600	\$ 2,175,600
SPLOST – 2003	\$ 200,000	\$ 200,000
SPLOST – 2014	\$ 5,439,180	\$ 5,439,180
DEA	\$ 336,190	\$ 336,190
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 840,000	\$ 840,000
Motor Vehicle Rental Tax	\$ 78,500	\$ 78,500
Grant Funds	\$ 0	\$ 0
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 33,000	\$ 33,000
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 181,200	\$ 181,200

Enterprise Funds

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

Internal Service Fund

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

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ____ day of September 2018. First Reading.

ADOPTED this ____ day of September 2018. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting

9/20/2018 9:00:00 AM

SU18-05: Felton Walk Mixed Use Development. 1136 & 1138 N. Tennessee St. Petitioner: Tri Unity Holdings LLC. Baha Kharazmi, owner

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The applicant proposes a Mixed-Use project on 2 parcels totaling 8.5+/- acres that will introduce condominiums above retail and office space in 4 of 5 proposed buildings. These buildings would be 3.5 or 4.5 stories. A fifth building would be retail or restaurant space only. The project site contains two commercial zoning districts, G-C and O-C. The G-C district allows for 4.5 story buildings. A special use permit is required for apartments or condominiums above, below or behind office and commercial uses in the same building in the G-C and O-C districts. The Planning Commission recommends approval with the condition that a masonry wall, 8-feet in height be constructed along the property line abutting the Pointe North subdivision. (Approved 6-0).
City Manager's Remarks:	This is the first reading. The Planning Commission recommends your approval of this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU18-05**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Tri Unity Holdings LLC**
 Representative: **Baha Kharazmi**
 Property Owner: **same as applicant**
 Property Location: **1136 & 1138 N. Tennessee St. C032-0003-015 & -080.**
 Access to the Property: **Tennessee St. and Felton Rd.**

Site Characteristics:

Tract Size: Acres: **1.07/ 7.45** District: **4th** Section: **3rd** LL(S): **166**
 Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **1136: O-C (Office Commercial) & 1138: G-C (General Commercial)**
 Proposed Zoning: **NA**
 Proposed Use: **Mixed Use development- Residential, Office, Retail**
 Current Zoning of Adjacent Property:
 North: **Uninc. C-1 (General Business) and Uninc. I-1 (General Industrial)**
 South: **O-C (Office Commercial) and P-D (Planned Development)**
 East: **O-C (Office-Commercial) and G-C (General Commercial)**
 West: **P-D (Planned Development)**

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

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

SU18-05

2. City Department Comments:

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

Fibercomm: Takes no exception

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

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

Public Works: No comments received.

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

3. Public Comments:

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

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

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

SU18-05

4. Special Use Review

The applicant wishes to develop a Mixed-Use project on 2 parcels totaling 8.5+/- acres that will introduce apartments or condominiums above retail and office space in 4 of 5 proposed buildings. These buildings would be 3.5 or 4.5 stories. A fifth building would be retail or restaurant space only. See site plan. The site was formerly known as Bradshaw Farms and is located at the southwest corner of Felton Road and N. Tennessee St. The project site contains two commercial zoning districts, G-C and O-C. The G-C district allows for 4.5 story buildings. This lot is currently occupied by the carwash.

A special use permit is required for apartments or condos above, below or behind office and commercial uses in the same building in the G-C and O-C districts.

Residential Units Summary

Item description	Min. Floor Area required by Standard (16.4.2)	Floor Area Proposed	No. of units. Total= 129
3-Bedroom	900sf	1700sf	3
2-Bedroom	750sf	1144sf	48
1-Bedroom	600sf	675sf	78
Studio Loft	450sf	---	---

Parking Summary

Building No.	Commercial space (sf)	Required Parking *	No. of residential Units	Required Parking *	Total Required Parking	Total Proposed Parking
1***	20,000	60	51	102	162	199
2	10,000	30	26	52	82	83
3**	7,000	31	0	0	31	81
4	6,300	19	26	52	71	75
5***	6,300	19	26	52	71	59
Subtotals	49,600	159	129	254	417	497
Net parking (Total Proposed – Total Required)					+80	

* Minimum number of parking spaces: Two (2) spaces for each dwelling unit plus three (3) spaces for each one thousand (1,000) square feet of commercial use (per Sec. 16.4.2).

** Bldg #3-1 sp/ 400sf per Sec. 17.6.25 used as place holder until the number of seats are known per Sec. 17.6.23. Anticipated to be about 72 seats.

*** Since Buildings 1 and 5 will share the parking deck, then Total Required Parking = 233, Total Proposed Parking = 258. Net= + 25

SU18-05

5. Zoning Ordinance Findings

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

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 - 1. The effect of the proposed activity on traffic flow along adjoining streets;
 - 2. The availability, number and location of off-street parking;

Item # 6

SU18-05

3. Protective screening;
 4. Hours and manner of operation of the proposed use;
 5. Outdoor lighting;
 6. Ingress and egress to the property; and
 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

16.4 Minimum Special Use Standards

16.4.2. *Apartment, above, below, or behind commercial and office uses in the same building.*

A. *Allowable districts:* DBD, M-U, P-D, O-C, and G-C.

B. *Standards:*

1. The dwelling unit shall comply with all applicable City of Cartersville building and fire codes.
2. Minimum floor area requirements for a dwelling unit shall be the following:
 - *3-bedroom:* Nine hundred (900) square feet.
 - *2-bedroom:* Seven hundred fifty (750) square feet.
 - *1-bedroom:* Six hundred (600) square feet.
 - *Studio/loft (in existing buildings):* Four hundred fifty (450) square feet.
3. Minimum number of parking spaces: Two (2) spaces for each dwelling unit plus three (3) spaces for each one thousand (1,000) square feet of commercial use.
4. Parking lot outdoor lighting shall be directed away and shielded from residential above or behind commercial use and from abutting residential districts or use. Freestanding street lighting fixtures shall have a maximum height of thirty-five (35) feet.
5. Reserved.
6. Sound-deadening construction materials and techniques should be used and bedrooms should be oriented away from noise sources

6. How General Standards Are Met:

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

How Standard #1 has / will be met: Traffic counts will be increased on Tennessee St. and Felton Rd. A traffic study could be required by the City Public Works department during the plan review process.

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

How Standard #2 has / will be met: Parking provided on site. Sufficient parking provided.

SU18-05

Standard #3: Protective screening.**How Standard #3 has / will be met:** Screening will be required along western property boundary along Pointe North subdivision.**Standard #4: Hours and manner of operation:****How Standard #4 has / will be met:** Commercial units will operate within generally expected hours of operation for a commercial development.**Standard #5: Outdoor lighting****How Standard #5 has / will be met:** Will be required and reviewed during the plan review process.**Standard #6: Ingress and egress to the property.****How Standard #6 has / will be met:** Via Tennessee St. and Felton Rd.**Standard #7: Compatibility with surrounding land use.****How Standard #7 has / will be met:** Adjacent land uses to the north, south and east are office and commercial. The Pointe North residential subdivision is located to the west. The mixed use development may be an acceptable transition between the Pointe North subdivision and the surrounding commercial uses.**7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:**

See Section 5 above.

8. Staff Recommendation:

Staff recommends approval.

9. Planning Commission Recommendation:

Date: August 10, 2018

CARTERSVILLE WATER DEPARTMENT SPECIAL USE REQUEST REVIEW COMMENTS

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

Location: 1136 & 1138 N. Tennessee Street

Special Use Request:

WATER SERVICE COMMENTS:

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

SEWER SERVICE COMMENTS:

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



Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels

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

Alternate ID 35878
Class Commercial
Acreage 7.45

Owner Address TRI UNITY HOLDINGS LLC
 6524 BUFORD HWY NE
 ATLANTA GA 30340

District Cartersville
Brief Tax Description LL 166 D 4

(Note: Not to be used on legal documents)

Date created: 8/9/2018
 Last Data Uploaded: 8/8/2018 9:40:40 PM

Developed by Schneider
 GEOSPATIAL



Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	C032-0003-080	Alternate ID	35942	Owner Address	TRI UNITY HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	Commercial		6524 BUFORD HWY NE
Property Address	1138 N TENNESSEE ST	Acreage	1.07		ATLANTA GA 30340
	Cartersville				
District	Cartersville				
Brief Tax Description	LL166 D4 S3 PLAT 59-155 Cartersville Car Wash				
	(Note: Not to be used on legal documents)				

Date created: 8/9/2018

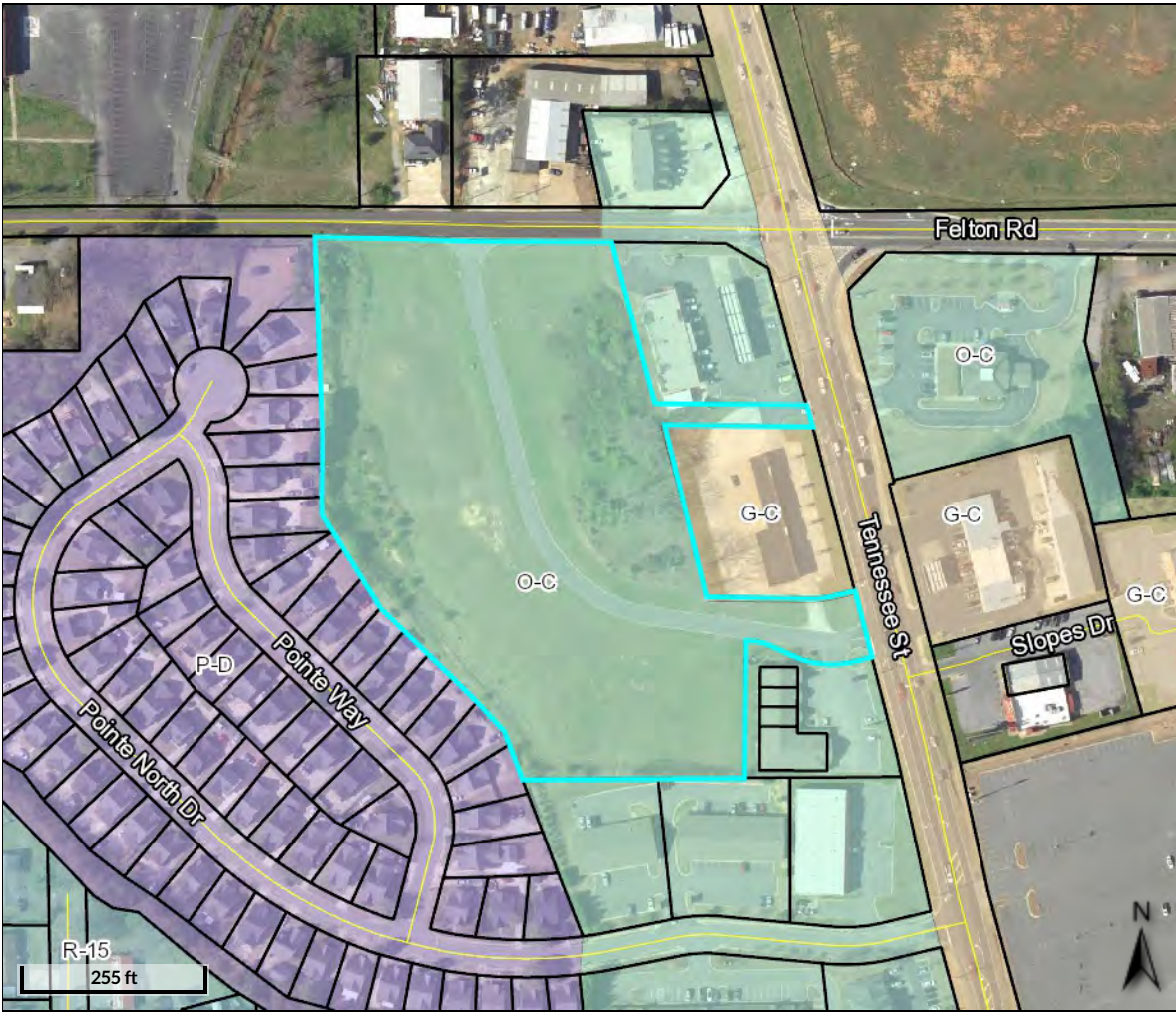
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Developed by Schneider
GEOSPATIAL



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Bartow County, GA



Overview



Legend

Parcels

Roads

City Labels

Cartersville Zoning

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

Parcel ID C032-0003-015
Sec/Twp/Rng n/a

Alternate ID 35878
Class Commercial

Owner Address TRI UNITY HOLDINGS LLC
6524 BUFORD HWY NE

Item # 6

Property Address	1136 N TENNESSEE ST Cartersville	Acreage	7.45	ATLANTA GA 30340
District	Cartersville			
Brief Tax Description	LL 166 D 4			
	(Note: Not to be used on legal documents)			

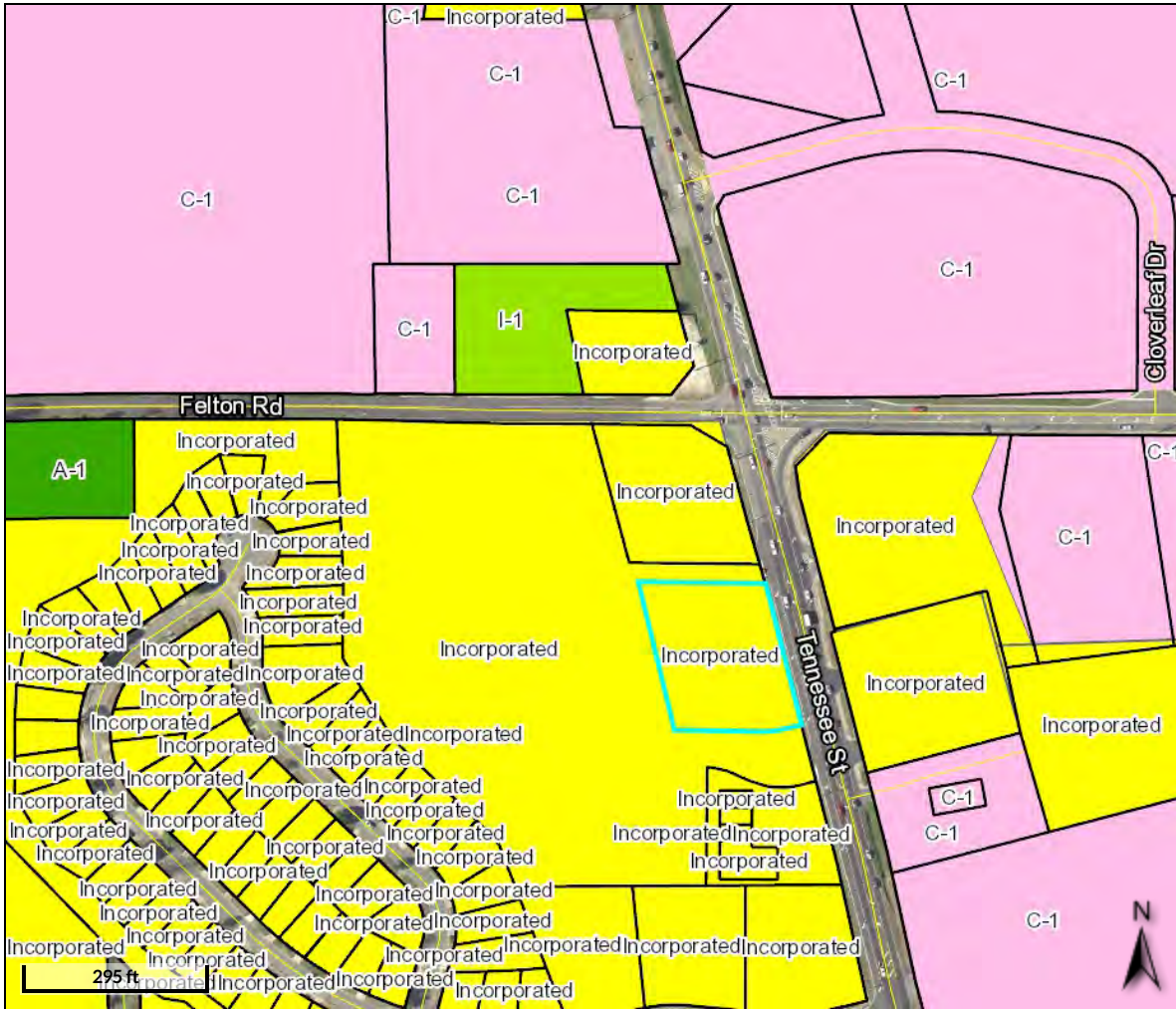
Date created: 8/9/2018

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GEOSPATIAL



qPublic.net™ Bartow County, GA



Overview



Legend

Parcels

Roads

City Labels

Bartow County Zoning

- BPD (wC)
- Unknown
- R7 (wC)
- R-7
- A-1
- A1CU
- A1 (wC)
- BPD
- C-1
- C1CU
- C1 (wC)
- CN
- CNCU
- CN (wC)
- Conditional Use
- I-1
- I-2
- I1CU
- I1 (wC)
- I2CU
- I2 (wC)
- Incorporated
- M-1
- M1CU
- M1 (wC)
- O/I
- OICU
- OI (wC)
- PUD
- PUDCU
- PUD (wC)
- R-1
- R-2

Item # 6

	R-3
	R-4
	R1CU
	R1(wC)
	R2CU
	R2(wC)
	R3CU
	R3(wC)
	R4CU
	R4(wC)
	RE-1
	RE-2
	RE1CU
	RE1(wC)
	RE2CU
	RE2(wC)
	Zoning with Conditions

Parcel ID C032-0003-080 **Alternate ID** 35942
Sec/Twp/Rng n/a **Class** Commercial
Property Address 1138 N TENNESSEE ST
 Cartersville **Acreage** 1.07
District Cartersville
Brief Tax Description LL166 D4 S3 PLAT 59-155 Cartersville Car Wash
 (Note: Not to be used on legal documents)

Owner Address TRI UNITY HOLDINGS LLC
 6524 BUFORD HWY NE
 ATLANTA GA 30340

Date created: 8/27/2018
 Last Data Uploaded: 8/24/2018 9:33:37 PM

Developed by  **Schneider**
 GEOSPATIAL

Application for Special Use
City of Cartersville

Case Number SU18-05
Date Received: 8/13/18

Public Hearing Dates: _____

Planning Commission 9/11/18 5:30pm 1st City Council 9/20* 7:00pm
2nd City Council 10/4 7:00pm
9 Am

Applicant: TRI UNITY HOLDINGS, LLC

Address: 1138 N TENNESSEE ST

City: CARTERSVILLE State: GEORGIA Zip: 30120

Office Phone: 404 510 2242

Mobile: 404 510 2242

Email: 4baha.k@gmail.com

Representative's printed name (if other than applicant) _____

Email: _____

Representative Signature _____

Signed, sealed and delivered in presence of: _____

Notary Public _____



Applicant Signature _____

My commission expires: _____

Member LLC

April 5, 2020

* Titleholder: TRI UNITY HOLDINGS, LLC

(titleholder's printed name)

Phone: 404 510 2242

Address 1136 & 1138 N TENNESSEE ST

Email: 4baha.k@gmail.com

Signature _____

Signed, sealed, delivered in presence of: _____

Notary Public _____



My commission expires: _____

April 5, 2020

Present Zoning District 1138-G-C, 1136 - O-C

Acreage 1138 - 1.07 ACRES, 1136 - 7.45 ACRES Land Lot(s) 166 District(s) 4TH Section(s) 3RD

Location of Property: 1136 & 1138 N TENNESSEE ST., CARTERSVILLE, GA. 30120

(street address, nearest intersections, etc.)

Reason for Special Use Request: The Felton Walk Project is a development consists of Commercial and residential buildings which requires a special use permit.

(attach additional statement as necessary)

Item # 6

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

City of Cartersville * Planning and Development Department * 2nd Floor * 10 N. Public Square
Cartersville, GA 30120 * 770-387-5600 * www.cityofcartersville.org

CAMPAIGN DISCLOSURE REPORT

FOR REZONING ACTIONS

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

Date of Application: JULY 13, 2018

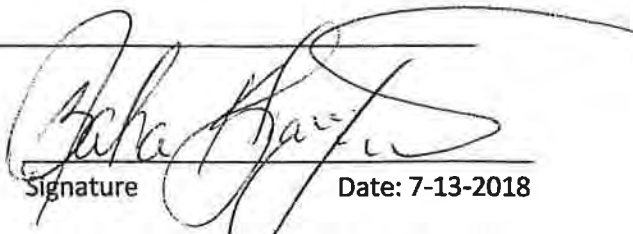
Date Two Years Prior to Application: JULY 13, 2016

Date Five Years Prior to Application: JULY 13, 2013

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

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

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



Signature _____ Date: 7-13-2018

BAHA KHARAZMI member LLC

Print Name

Item # 6

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

Residential (Apartments & Condominiums) and Commercial (Retail & Office Use)

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

How Standard #1 has / will be met:

The Development will use existing curb cuts, private drive and inter-parcel connections to allow for better traffic flows to existing streets and with its neighbors

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

How Standard #2 has / will be met:

On site parking will be provide per the city's requirement. Parking will be spread throughout the development to be close to the stores and the homes.

Standard #3: Protective screening.

How Standard #3 has / will be met:

Dumpsters, mechanical units, meters and other unsightly features will be screened using planting and enclosures(walls and/or parapets). Enclosures will match the finish and the detail of the buildings

Item # 6

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

How Standard #4 has / will be met:

The development will be open 24hrs. Commercial uses will be opened during typical business hours as mandated by the City of Cartersville, GA

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Outdoor lighting will be done by the City of Cartersville, GA

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

The development has two existing ingress and egress points on N Tennessee St. and one on West Felton Rd which will be maintained

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

The development is surrounded by similar uses within a half a mile radius- Apartments, townhomes, office condos and retail.

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

1. Apartments will be above commercial and/or office Use
2. 1,100sf for 2 bedroom units and 800sf for 1 bedroom(exceeds min)
3. Two parking spaces will be provided per residential unit
4. Three parking spaces will be provide per 1,000sf of commercial use

Signed,


Applicant or Representative member, LLC

7-13-2013
Date

CARTERSVILLE NEWSPAPERS

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

LIST OF ADJACENT PROPERTY OWNERS

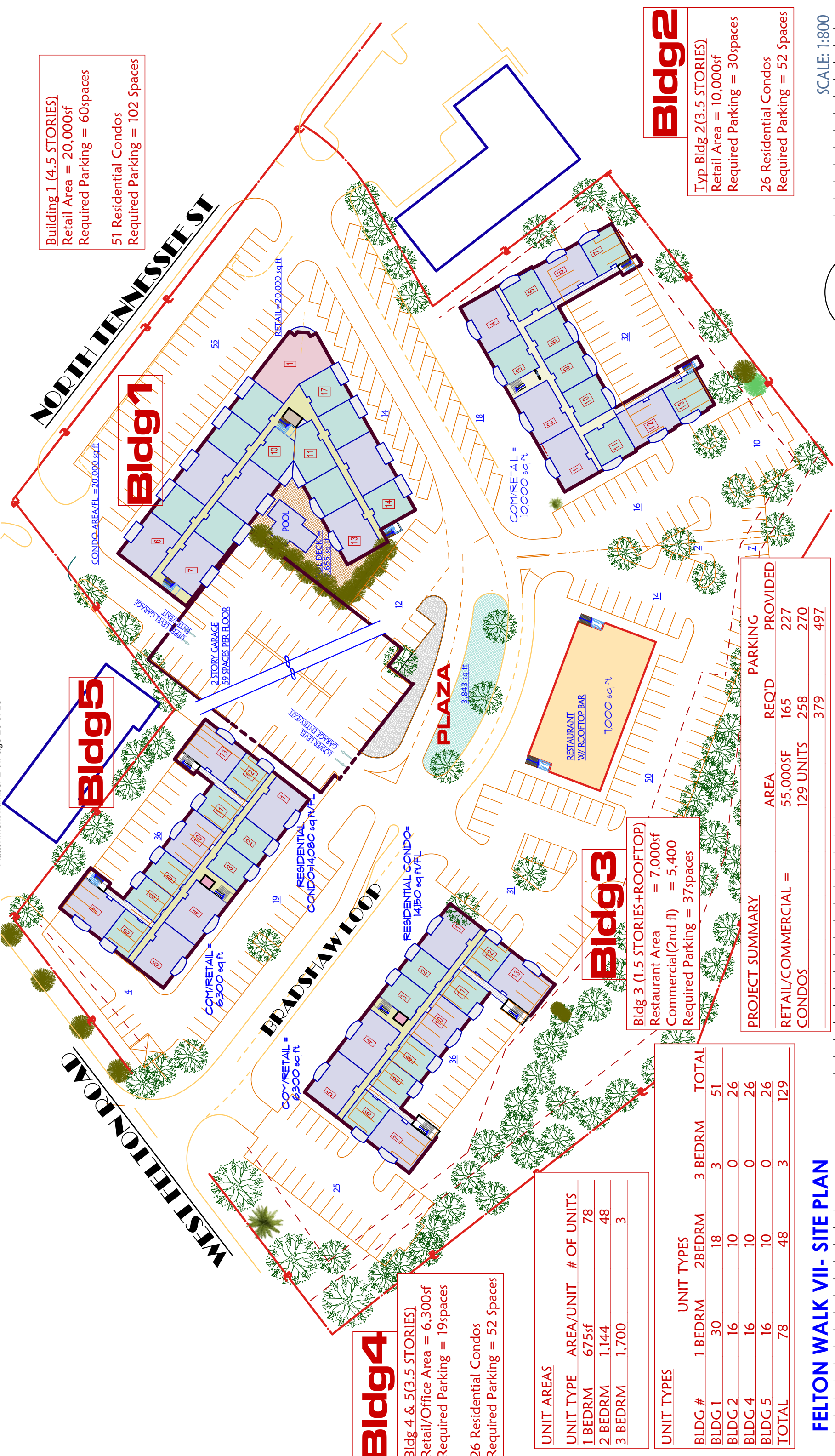
The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Please see attached survey	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Item # 6

Attach additional names if necessary.

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



Building 1 (4.5 STORIES)
Retail Area = 20,000sf
Required Parking = 60spaces

51 Residential Condos
Required Parking = 102 Spaces

Bldg2

Typ Bldg 2 (3.5 STORIES)
Retail Area = 10,000sf
Required Parking = 30spaces

26 Residential Condos
Required Parking = 52 Spaces

Bldg3

Bldg 3 (1.5 STORIES+ROOFTOP)
Restaurant Area = 7,000sf
Commercial (2nd fl) = 5,400
Required Parking = 37spaces

Bldg4

Bldg 4 & 5 (3.5 STORIES)
Retail/Office Area = 6,300sf
Required Parking = 19spaces

26 Residential Condos
Required Parking = 52 Spaces

UNIT AREAS			
UNIT TYPE	AREA/UNIT	# OF UNITS	
1 BEDRM	675sf	78	
2 BEDRM	1,144	48	
3 BEDRM	1,700	3	

UNIT TYPES				
BLDG #	1 BEDRM	2BEDRM	3 BEDRM	TOTAL
BLDG 1	30	18	3	51
BLDG 2	16	10	0	26
BLDG 4	16	10	0	26
BLDG 5	16	10	0	26
TOTAL	78	48	3	129

PROJECT SUMMARY			PARKING	
AREA	REQ'D	PROVIDED		
RETAIL/COMMERCIAL =	165	227		
CONDOS	258	270		
	379	497		

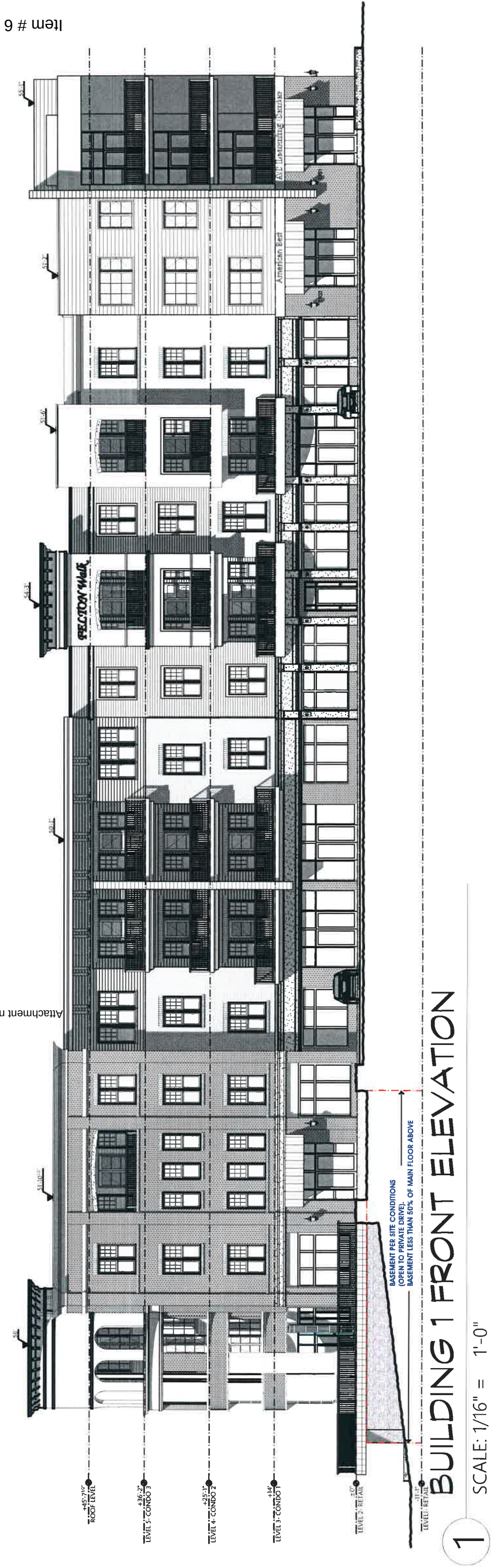
FELTON WALK VII - SITE PLAN

SCALE: 1:800

C1

The FELTON WALK Item # 6 MIXED USE DEVELOPMENT
NORTH TENNESSEE St, CARTERSVILLE, BARTOW COUNTY, GA

Attachment number 1 InPage 21 of 28



PR: Building 1 ELEVATION

DEVELOPER: **HORIZON REAL ESTATE DEVELOPMENT, LLC**
CONTACT PERSON: **BAHA KHARAZMI**
TEL: 404 510-2242, 4baha.k@gmail.com

The FELTON WALK
NORTH TENNESSEE St, CARTERSVILLE, BARTOW COUNTY, GA

DR-4.1

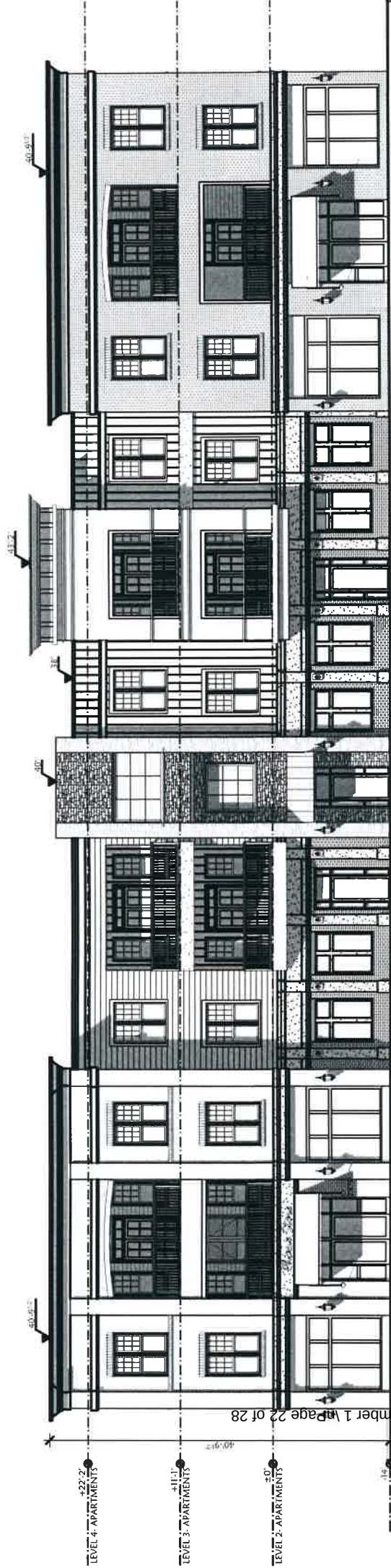
KSi
design group, llc
|| architecture ||
space planning

228 GLENWOOD DR
CANTON, GA. 30115
Phone: (678) 438-4759
KSIdesign@outlook.com

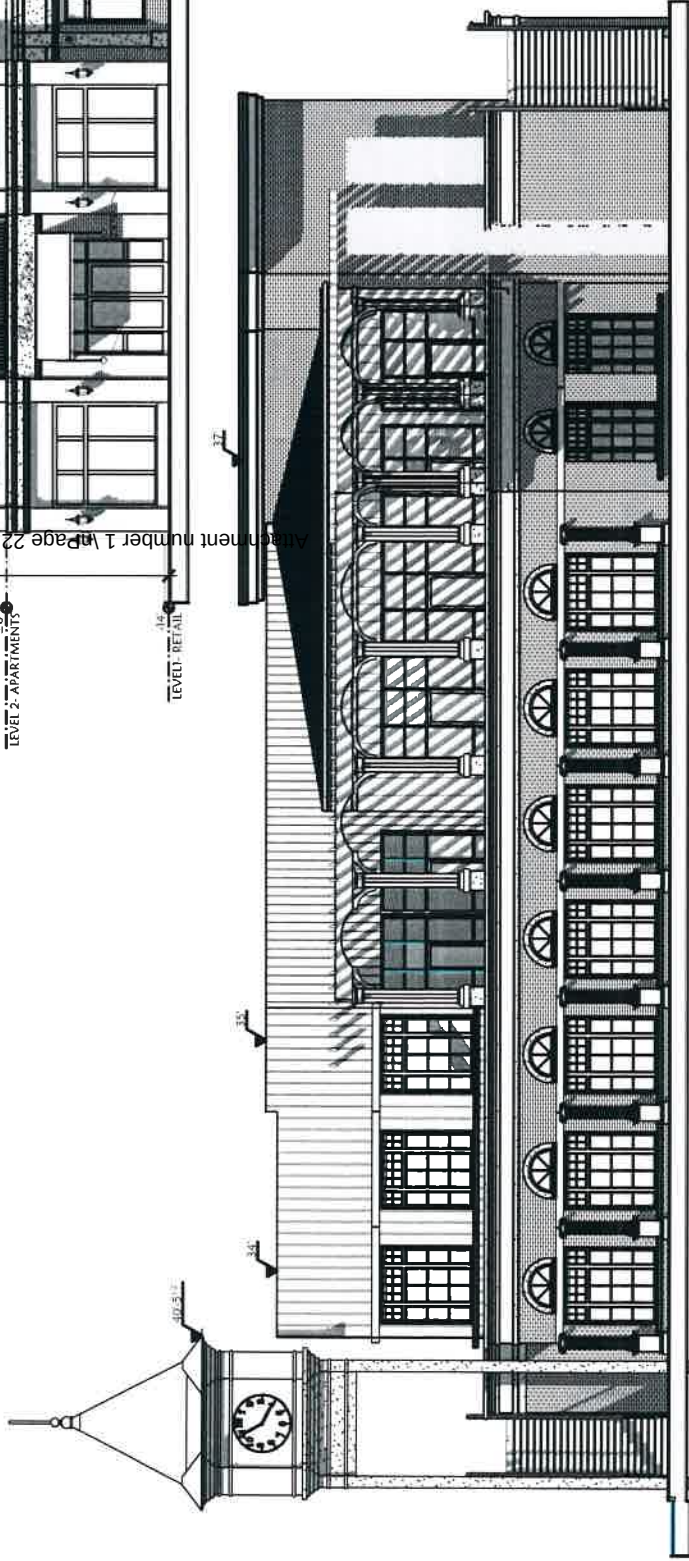
eCOPRIGHT, 2018. This drawing is an
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presentations
8/30/2018

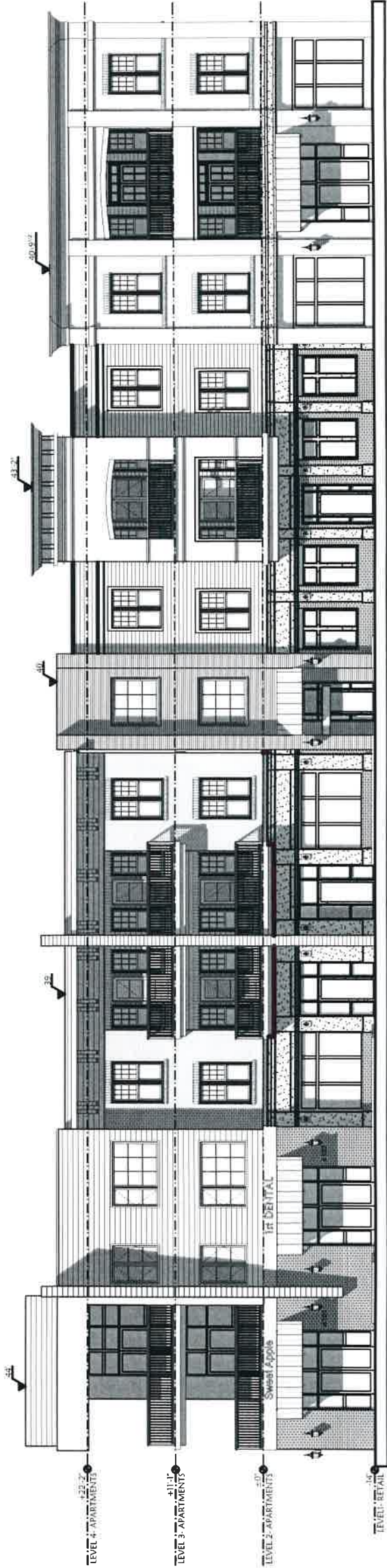
Item # 6



1 BUILDING 2
SCALE: 1/16" = 1'-0"



2 BUILDING 3
SCALE: 1/16" = 1'-0"



3 BUILDING 4
SCALE: 1/16" = 1'-0"

PR:ELEVATIONS

DEVELOPER:
HORIZON REAL ESTATE DEVELOPMENT, LLC
CONTACT PERSON: BAHA KHARAZMI
TEL: 404 510-2242, 4baha.k@gmail.com

The FELTON WALK
NORTH TENNESSEE St, CARTERSVILLE, BARTOW COUNTY, GA

PR4.2

KSi
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|| architecture ||
space planning

presentations
8/30/2018

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KSIdesign@outlook.com

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Item # 6



Attachment number 1 in Page 23 of 28

Item # 6

PR-Building1

DEVELOPER:

HORIZON REAL ESTATE DEVELOPMENT, LLC

CONTACT PERSON: [BAHA KHARAZMI](#)

TEL: 404 510-2242, 4baha.k@gmail.com

NORTH TENNESSEE St. CARTERSVILLE, BARTOW COUNTY, GA

The FELTON WALK

PR-3

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KSidesign@outlook.com

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design group, llc

|| architecture ||
space planning

presentations
8/28/2018

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LLC



Pr-Building 2

DEVELOPER:

HORIZON REAL ESTATE DEVELOPMENT, LLC

CONTACT PERSON: BAHA KHARAZMI

TEL: 404 510-2242, 4baha.k@gmail.com

The FELTON WALK
NORTH TENNESSEE St. CARTERSVILLE, BARTOW COUNTY, GA

NORTH TENNESSEE St, CARTERSVILLE, BARTOW COUNTY, GA

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|| architecture ||
space planning

|| architecture ||
space planning

space planning

presentations
8/30/2018

8/30/2018

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Phone: (678) 438-4759

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BUILDING 3
Restaurant with a Rooftop

BUILDING 4

PR: Building 3 & 4

DEVELOPER:
HORIZON REAL ESTATE DEVELOPMENT, LLC
CONTACT PERSON: [BAHA KHARAZMI](mailto:BAHA_KHARAZMI@404.510.2242)
TEL: 404 510-2242, 4baha.k@gmail.com

The FELTON WALK
NORTH TENNESSEE St, CARTERSVILLE, BARTOW COUNTY, GA



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8/30/2018

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Attachment number 1 InPage 26 of 28

Item # 6

PR: Building 4 & 5

DEVELOPER:

HORIZON REAL ESTATE DEVELOPMENT, LLC

CONTACT PERSON: BAHA KHARAZMI

TEL: 404 510-2242, #Client E-mail

PR-3

KSi
design group, llc

|| architecture ||
space planning

presentations

8/17/2018

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CANTON, GA. 30115
Phone: (678) 438-4759
KSideSign@outlook.com

DISCLAIMER: This drawing is an architectural rendering of a proposed project and does not represent a commitment of KSi design group, llc to build the project. It is for informational purposes only and is not to be used for any other purpose without the written permission of KSi design group, llc.

SU18-05. 1136 and 1138 N. Tennessee St. Taken 8-20-18.



SU18-05. Felton Rd. Taken 8-20-18.



TRI UNITY HOLDINGS, LLC

1138 N TENNESSE ST.
CARTERSVILLE GA 30120

September 14, 2018

David,

We at Tri Unity Holdings are very excited about the Planning Commission Board Members recommendation to approve the SPECIAL USE on Tuesday September the 11th 2018 for the Felton Walk development. However, the suggestion for the masonry privacy wall against the neighboring residences is proving to be a challenging and undesirable task by us the developers for the following reasons;

1. We think that masonry wall would look more like a prison wall or a dumpster enclosure at nearly 800 in Linear feet and 8 feet in Hight.
2. Masonry wall with blocks would be affordable but not aesthetically pleasing and will not be up to the standard of our Felton Walk development.
3. To brick around the masonry wall of this magnitude will cost over one million dollars and is not in the budget.

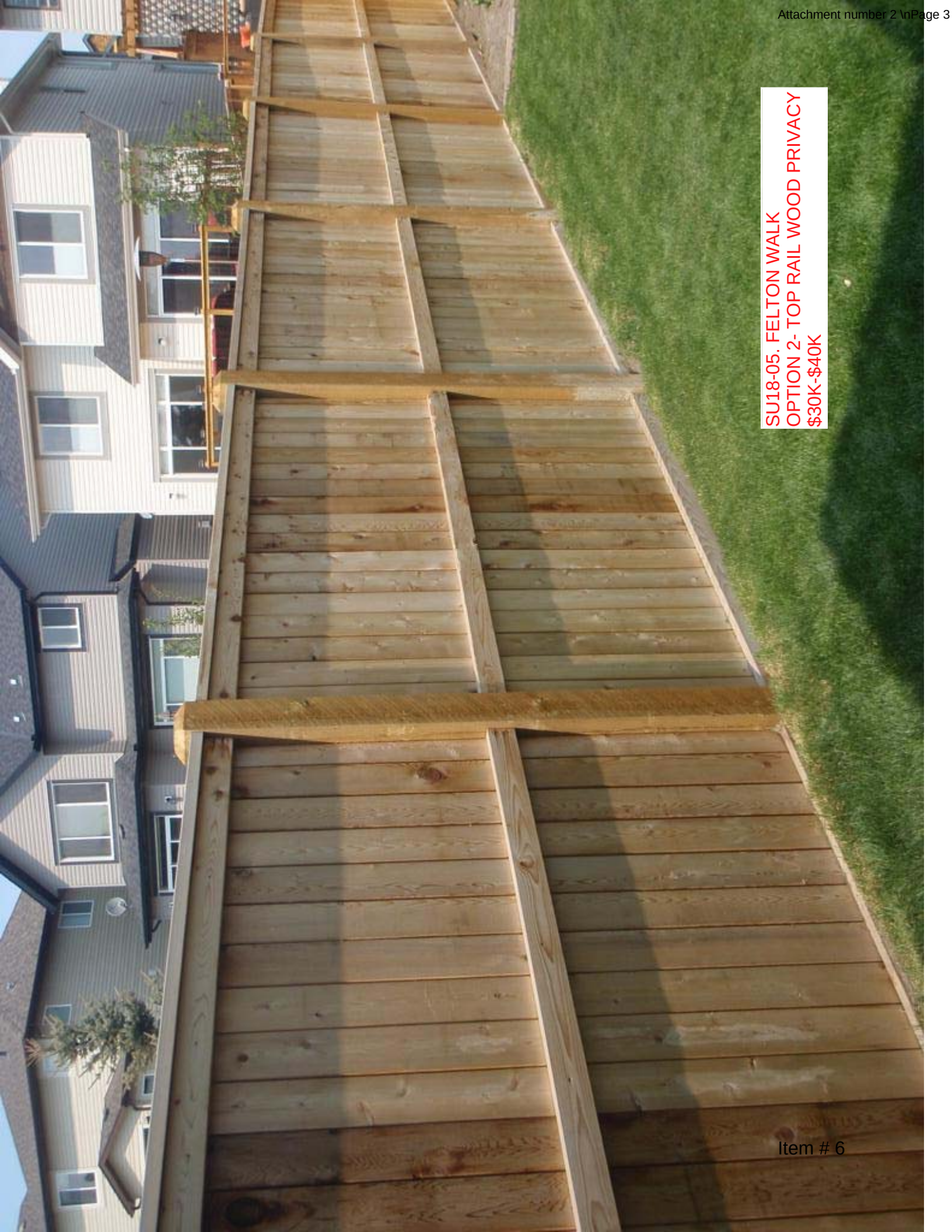
I would like the City Council Members to reconsider the privacy fence options. I am attaching some fencing photos with estimated pricing that are more desirable in looks and affordability.

Sincerely,

Baha Kharazmi



SU18-05. FELTON WALK
OPTION 1- TRADITIONAL WOOD PRIVACY
\$20K-\$30K



SU18-05. FELTON WALK
OPTION 2- TOP RAIL WOOD PRIVACY
\$30K-\$40K

SU18-05. FELTON WALK
OPTION 3- WOOD SHADOW BOX
\$40K-\$50K

Item # 6

SU18-05. FELTON WALK
OPTION 4- METAL POST WOOD FENCE
\$50K-\$60K

Item # 6



City of Cartersville

**City Council Meeting
9/20/2018 9:00:00 AM
Hazardous Materials Emergencies; Fees and Charges**

SubCategory:	First Reading of Ordinances
Department Name:	Fire
Department Summary Recommendation:	Respectfully request consideration of a new City ordinance that will allow Fees and Charges for certain Hazardous Materials incidents. This ordinance is a companion to the ordinance that is being adopted by Bartow County. This ordinance would allow fees to be imposed under the following circumstances: Incidents involving natural gas/propane leaks, cut lines, chemical spills, and other types of release. The property owner and/or the person performing the work which caused the release shall be held financially liable for the response, control, containment, all equipment and materials costs incurred by the City of Cartersville Fire Department during the emergency. In fire incidents that involve hazardous materials or an exposure to hazardous materials during the fire fight, fees will be assessed as a result of the use/application of supplies or equipment outside of normal firefighting operations. Fees shall be assessed for those activities and resources pertaining to the abatement, control, and containment of the hazardous materials involved. This will also cover areas of the county where we respond under the Automatic Aid Agreement with Bartow County. Fees will be calculated on the actual cost of destroyed equipment and FEMA guidelines for cost recovery. Fees will not be assessed on a routine basis, but only when there is a significant budgetary impact. Your positive consideration is sought and appreciated.
City Manager's Remarks:	This is a first reading. Your approval of this item is recommended.
Financial/Budget Certification:	n/a
Legal:	n/a
Associated Information:	n/a

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 9 - FIRE PREVENTION AND PROTECTION, ARTICLE II. - FIRE DEPARTMENT, SECTION 9-19 – RESERVED, is amended by deleting said section in its entirety and replacing it with the following:

1.

Sec. 19-19. – Response to Hazardous Materials Emergencies; Fees and Charges.

(1) Purpose and authority.

The City of Cartersville Fire Chief or his/her designee shall have the authority to summarily abate, control and contain hazardous materials which are emitted into the environment in such a manner as to endanger the health or safety of the general public or the environment. The Fire Chief or his/her designee shall have the authority to enter public or private property with or without the owner's consent, to respond to such hazardous materials emergencies. The Fire Chief or his/her designee shall determine the type, amount and quantity of equipment and personnel required to adequately abate, control and contain all hazardous materials which are emitted into the environment. Hazardous materials shall mean materials, substances or chemicals that can cause harm to people, animals or the environment, including nuclear and biological materials and natural gas, fuel, ethanol and oil spills. Hazardous materials shall also mean the term as defined in 49 CFR Section 171.8, including but not limited to those materials specified in the hazardous materials table set forth at 49 CFR Sec. 172.101 and those materials listed in Appendices A and B to 40 CFR Part 355.

(2) Responsibility; fees and charges.

(a) The property owner and/or the person exercising control over the hazardous materials that create the hazardous material emergency shall be held financially liable for the response, control, containment, and all equipment and materials costs incurred by City of Cartersville Fire Department during the emergency. In incidents involving natural gas/propane leaks, cut lines, chemical spills, and other types of release, the property owner and/or the person performing the work which caused the release shall be held financially liable for the response, control, containment, and all equipment and materials costs incurred by the City of Cartersville Fire Department during the emergency.

(b) The property owner and/or person exercising control over such hazardous material shall provide personnel to assist with all matters pertaining to the incident including informing fire department personnel of details regarding the incident, supplying emergency response plan information for the site, and supplying emergency response equipment, materials, and personnel that have been adequately equipped and trained pursuant to the requirements of State and Federal laws.

(c) The fire department shall be authorized, pursuant to OCGA Sec. 25-3-2, to confiscate any supplies, chemical or equipment necessary for such emergency.

(d) The property owner and/or the person exercising control over the hazardous material shall be responsible for all remediation and “clean up” activities after the incident at their own expense. All measures, whether provided internally or through a third-party vendor, must meet all applicable State and Federal Guidelines.

(e) The City of Cartersville Fire Department shall not be liable for the use of outside personnel during any phase of the incident.

(3) Incidents involving hazardous materials.

(a) In fire incidents that involve hazardous materials or an exposure to hazardous materials, no fee will be assessed for resources normally associated with firefighting operations; however, fees will be assessed as a result of the use/application of supplies or equipment outside of normal firefighting operations, such as the use of foam required for vapor suppression or hazard mitigation. Fees shall be assessed for those activities and resources pertaining to the abatement, control, and containment of the hazardous materials involved.

(b) In addition, the replacement cost of equipment that is no longer usable due to damage or contamination related directly to the hazardous material incident will be assessed and a full replacement rate for damaged equipment.

(c) Fees may be assessed against the property owner of the location where the incident occurs, and/or also against the person or entity exercising control over the hazardous material. In the event of a leased, rented or borrowed property, both the property owner and the tenant/occupant operating the business using the hazardous materials shall be responsible for the incident costs.

(d) The fire department shall present a detailed bill of costs incurred in the hazardous materials emergency to the property owner and/or responsible party within 30 days of the conclusion of the incident. The property owner and/or responsible party shall have 30 days to remit payment to the City of Cartersville. In the event the property owner and/or responsible party desires to appeal the assessment, they may do so within 10 days by requesting a meeting with the Fire Chief of City of Cartersville.

(e) In the event that the property owner and/or responsible party desires to appeal the decision of the Fire Chief, they may do so by filing a written appeal to the Mayor and City Council along with the full amount of the bill of costs.

(i) Additionally, if an applicant disagrees with the invoice, said applicant shall have the right to appeal to the Mayor and City council within fourteen (14) days of the date of denial.

(ii) The notice of appeal to the Mayor and City Council shall be in writing and accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The notice of appeal must be filed in writing at the office of the City Clerk. The grounds for the appeal shall be limited to issues that were addressed in the hearing. Upon receipt of a notice of appeal, the City Manager shall submit the entire record of the case to the Mayor and City Council and the Fire Chief or his/her designee may also submit a memorandum in response to the memorandum filed by the appellant. The Fire Chief or his designee shall place the appeal on the agenda of the next regular council meeting occurring not less than ten (10) or more than thirty (30) days after receipt of the appeal, unless the parties stipulate to another date. The appellant shall have the right to be represented by legal counsel. At the hearing, the Mayor and City Council will receive oral arguments on written memoranda and the evidence in the record. The right to offer oral argument may be waived. No additional evidence or arguments shall be permitted at the council meeting, and the council shall base its decision on the memoranda, oral arguments, if any, and other evidence in the record. Following the appeal hearing, the Council may sustain, overrule or modify the order. The Mayor and City Council have thirty (30) days from the date of hearing to render a decision in this matter. The decision of the Mayor and City Council shall be final and the appellant shall have the right to seek a writ of certiorari to the Superior Court of Bartow County within thirty (30) days of the final action of the Mayor and City Council. The original of the Mayor's Order shall be filed in the record of the case, and a copy of the Order shall be included in the minutes of the Mayor and City Council meeting. It shall be the responsibility of the City Clerk to provide a copy of the Order to the appellant.

(iii) The factors to be considered by the Mayor and City Council in deciding the appeal are as follows:

- a. If the appellant meets the federal guidelines for indigency as approved by the Department of Health and Human Services, Poverty Guidelines Notice.
- b. The cause of the incident is determined by the fire department.
- c. Impact of outside factors beyond appellant's control as to the cost of the incident.
- d. The involvement or lack of involvement by the property owner, responsible party or their agents.

(f) The appeal shall not toll the deadline for payment. The Mayor and City Council's decision shall be final. In the event the property owner and/or responsible party does not pay, the City shall be authorized to suspend the Certificate of Occupancy for the property, and/or file a lien for the costs against the property, and/or file a legal action to enforce and collect the amount owed.

(g) These fees are applicable to any services performed by the City of Cartersville under the Automatic AID and First Responder Agreement entered into between Bartow County and the City of Cartersville on September 13, 2000 and Amended on March 10, 2015, and any future agreements thereto.

2.

Section 9-20 – 9-25. Reserved.

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



City of Cartersville

**City Council Meeting
9/20/2018 9:00:00 AM
SiteMed Annual Firefighter Physicals**

SubCategory:	Other
Department Name:	Fire
Department Summary Recommendation:	Respectfully requesting approval of budgeted funds to conduct our annual firefighter physicals which are in compliance with NFPA 1582 and OSHA 1910.156. These physicals provide the annual required fitness clearance documentation and assist in monitoring the overall health and wellbeing of department personnel. There are limited organizations who can provide this type of exam on-site. After a review by our department's health and safety committee, we are requesting approval to continue with SiteMed which is based in Kennesaw. This is a two-phase physical testing that will occur at our headquarters and provides us with a physician who will monitor our firefighters for a year and provide assistance to the department along with human resources if we have any staff members that may have issues arise. The cost for these base physicals will be \$285.00 per firefighter which is the same as last year. Total Base physical price will be \$20,235.00. After the base physicals are completed, some additional testing may be required of certain individuals who are on the hazardous materials response team and others that may show certain cardiac markers that require follow up for clearance. Your quote includes some of this potential testing for a price of \$23,145.00. Because of unknowns of the physicals, we are requesting an amount up to but not to exceed, \$24,500.00.
City Manager's Remarks:	Your approval of using SiteMed for the Annual Firefighter Physicals is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	N/A



On-Site Firefighter Physical Exams

QUOTE

112 Donmoor Court
Garner, NC 27529
Phone/Fax (888)837-4819
Tax ID # 26-2516238

QUOTE# 306090718

Date: September 7, 2018

Bill To:

Cartersville Fire Department
PO Box 1390
195 Cassville Rd.
Cartersville, GA 30120

Payment Due Date: Upon Receipt

DESCRIPTION		AMOUNT
Firefighter Physical Exam @ \$285	71	\$ 20,235.00
Minimum required		
Prostate Specific Antigen (PSA) @ \$22	30	\$ 660.00
Heavy Metals Panel @ \$150	15	\$ 2,250.00
1.5% Finance Charge applied to all balances over 30 days old.		
TOTAL		\$ 23,145.00

Make all checks payable to SiteMed, 112 Donmoor Ct. Garner, NC 27529

If you have any questions concerning this invoice please contact our office at (919) 661-3779

THANK YOU FOR YOUR BUSINESS!



City of Cartersville

City Council Meeting

9/20/2018 9:00:00 AM

Floodplain Management/Flood Damage Prevention Ordinance Revision

SubCategory:	First Reading of Ordinances
Department Name:	Public Works
Department Summary Recommendation:	On October 5, 2018, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office will provide and issue new effective Flood Insurance Rate Maps (FIRM) for Bartow County, including the corporate limits of Cartersville. To avoid suspension from the National Flood Insurance Program (NFIP), the City of Cartersville must adopt floodplain management measures, such as floodplain management ordinances that meet or exceed the minimum NFIP requirements. To assist this requirement, the Georgia Department of Natural Resources Floodplain Management office has reviewed our current flood ordinances to ensure they meet these standards. Our current ordinances do meet these requirements, but a few items were found in this "model" ordinance that need to be changed and/or updated. These items are mostly items that help clarify our ordinance and its applicability. Public Works recommends approval of these ordinance modifications.
City Manager's Remarks:	This is a first reading. Your approval of this ordinance 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, ARTICLE VI. – FLOODPLAIN MANAGEMENT/FLOOD DAMAGE PREVENTION ORDINANCE. SECTION 7.5-151. – GENERAL PROVISIONS is amended by deleting paragraph (b) in its entirety and replacing it with the following:

1.

(b) *Applicability*. This article shall be applicable to all areas within the jurisdiction of the City of Cartersville.

2.

All other remaining provisions of Section 7.5-151 are to remain as is and made part of the permitted uses in Section 7.5-151.

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

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, ARTICLE VI. – FLOODPLAIN MANAGEMENT/FLOOD DAMAGE PREVENTION ORDINANCE, SECTION 7.5-155. – PROVISIONS FOR FLOOD DAMAGE REDUCTION is amended by deleting and replacing paragraphs (b)(1)b., (b)(2)b., and (c)(2) in their entirety as follows:

1.

Sec. 7.5-155. - Provisions for flood damage reduction.

(b) Building standards for structures and buildings within the future-conditions floodplain.

(1) *Residential buildings.*

b. *Substantial improvements.* Substantial improvement of any principal residential structure shall not be allowed within the limits of the future-conditions floodplain unless all requirements of subsections 7.5-154(c), (d) and (e) have been met. If all of the requirements of subsections 7.5-154(c), (d) and (e) have been met, all substantial improvements shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.5-155(a)(5)a.

(2) *Nonresidential buildings.*

b. *Substantial improvements.* Substantial improvement of principal non-residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of subsections 7.5-154(c), (d) and (e) have been met. If all the requirements of subsections 7.5-154(c), (d) and (e) have been met, all substantial improvement shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the base flood elevation for at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with subsection 7.5-155(a)(5)a. Substantial improvements that have met all of the requirements of subsections 7.5-154(c), (d) and (e) may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with

walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the ordinance administrator using the FEMA floodproofing certificate along with the design and operation/maintenance plan.

- (c) *Building standards for structures and buildings authorized adjacent to the future-conditions floodplain.*
- (2) *Nonresidential buildings.* For new construction and substantial improvement of any principal non-residential building, the elevation of the lowest floor, including basement and access to the building, shall be at least one (1) foot above the level of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.55-155(a)(5)a. Non-residential buildings may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the ordinance administrator using the FEMA floodproofing certificate along with the design and operation/maintenance plan.

2.

All other remaining provisions of Section 7.5-155 are to remain as is and made part of the permitted uses in Section 7.5-155.

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

Sec. 7.5-151. - General provisions.

- (b) *Applicability.* This article shall be applicable to all areas of special flood hazard within the jurisdiction of the City of Cartersville.

Sec. 7.5-151. - General provisions.

- (b) *Applicability.* This article shall be applicable to all areas within the jurisdiction of the City of Cartersville.

This clears up that this ordinance is applicable to areas that are adjacent to the floodplain. This helps define applicability.

Sec. 7.5-155. - Provisions for flood damage reduction.

- (b) Building standards for structures and buildings within the future-conditions floodplain.

(1) *Residential buildings.*

a. *New construction.* New construction of principal residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of subsections 7.5-154(c), (d) and (e) have been met. If all of the requirements of subsections 7.5-154(c), (d) and (e) have been met, all new construction shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.55-155(a)(5). [KJ1]

~~b. *Substantial improvements.* Substantial improvement of any principal residential structure shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.55-155(a)(5)a.~~

b. *Substantial improvements.* Substantial improvement of any principal residential structure shall not be allowed within the limits of the future-conditions floodplain unless all requirements of subsections 7.5-154(c), (d) and (e) have been met. If all of the requirements of subsections 7.5-154(c), (d) and (e) have been met, all substantial improvements shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.55-155(a)(5)a.

Provides wording more consistent with "new construction". This was intended originally, but was left out of the model ordinance.

(2) *Nonresidential buildings.*

a. *New construction.* New construction of principal nonresidential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of subsections 7.5-154(c), (d) and (e) have been met. If all of the requirements of subsections 7.5-154(c), (d) and (e) have been met, all new construction shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid

foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.5-155(a)(5)a. New construction that has met all of the requirements of subsections 7.5-154(c), (d) and (e) may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the ordinance administrator using the FEMA floodproofing certificate along with the design and operation/maintenance plan. [KJ2]

- b. ~~Substantial improvements. Substantial improvement of any principal nonresidential structure located in A1—30, AE, or AH Zones, may be authorized by the ordinance administrator to be elevated or floodproofed. Substantial improvements shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.5-155(a)(5)a. Substantial improvements may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the ordinance administrator using the FEMA floodproofing certificate along with the design and operation/maintenance plan.~~

- b. **Substantial improvements.** Substantial improvement of principal non-residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of subsections 7.5-154(c), (d) and (e) have been met. If all of the requirements of subsections 7.5-154(c), (d) and (e) have been met, all substantial improvement shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.5-155(a)(5)a. Substantial improvements that have met all of the requirements of subsections 7.5-154(c), (d) and (e) may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the ordinance administrator using the FEMA floodproofing certificate along with the design and operation/maintenance plan.

Provides wording more consistent with "new construction". This was intended originally, but was left out of the model ordinance.

- (c) *Building standards for structures and buildings authorized adjacent to the future-conditions floodplain.*

- (1) *Residential buildings.* For new construction and substantial improvement of any principal residential building or manufactured home, the elevation of the lowest floor, including basement and access to the building, shall be at least three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.5-155(a)(5)a. [K13]
- ~~(2) *Nonresidential buildings.* For new construction and substantial improvement of any principal nonresidential building, the elevation of the lowest floor, including basement and access to the building, shall be at least one (1) foot above the level of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.55-155(a)(5)a. Nonresidential buildings may be floodproofed in lieu of elevation.~~
- (2) *Non-residential buildings.* For new construction and substantial improvement of any principal non-residential building, the elevation of the lowest floor, including basement and access to the building, shall be at least one (1) foot above the level of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of subsection 7.55-155(a)(5)a. Non-residential buildings may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the ordinance administrator using the FEMA floodproofing certificate along with the design and operation/maintenance plan.

Since floodproofing is allowed, then requirements are shown. This should have also been included in the original ordinance.



City of Cartersville

**City Council Meeting
9/20/2018 9:00:00 AM
Douthit Ferry Project Engineering Change Order**

SubCategory:	Change Order								
Department Name:	Public Works								
Department Summary Recommendation:	This change order has been requested by Southland Engineering for \$33,150. The change order is for additional scope of work done by the traffic study sub-consultant, IDS Global. IDS Global has presented an itemization of the additional work that is necessary due mostly to GDOT policy and directive changes that have occurred over the course of the design. <table><tr><td>Southland Engineering Original Contract</td><td>\$856,785.89</td></tr><tr><td>2016 Change Order</td><td>\$197,738.48</td></tr><tr><td>This requested change order</td><td>\$33,150.00</td></tr><tr><td>Southland Engineering Total</td><td>\$1,087,674.37</td></tr></table> Approval of this change order is necessary for the continued progress of this project.	Southland Engineering Original Contract	\$856,785.89	2016 Change Order	\$197,738.48	This requested change order	\$33,150.00	Southland Engineering Total	\$1,087,674.37
Southland Engineering Original Contract	\$856,785.89								
2016 Change Order	\$197,738.48								
This requested change order	\$33,150.00								
Southland Engineering Total	\$1,087,674.37								
City Manager's Remarks:	Your approval of this change order is necessary for the continued progress on this project.								
Financial/Budget Certification:									
Legal:									
Associated Information:									



PROPOSAL # 10-15-6

September 10, 2018
 Tommy Sanders
 Public Works Director
 City of Cartersville
Tsanders@cityofcartersville.org

RE: Change Order to Douthit Ferry Road Project

Dear Mr. Sanders

We thank you for taking the time to discuss the Douthit Ferry Road widening project with Southland Engineering. Due to policy and or code changes over the course of design. This change order request is for traffic related additional scope of work.

During the elapsed time the changes beyond the original scope and our control were due to either policy changes, or directives from project managers. **Attachment A below is a compiled list of changes, descriptions and hours involved performing additional work that has been completed.** Section A is the proposed change order fee for the additional services listed in Attachment A.

A. Change Order Request Fee's

Southland is proposing a change order fee adjustment to cover the additional scope of work required by directives and policy changes as described in Attachment A. This work had has been completed by IDS Global a sub-consultant for traffic design on the project.

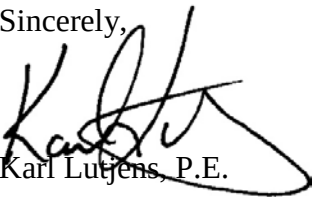
Items Under Part A

IDS Traffic Change Order Fee..... \$33,150

B. Proposal Acceptance

We are pleased to be working with the City on this project and look forward to moving towards a complete. Please sign below for your approval of these additional service request.

Sincerely,


 Karl Lutjens, P.E.

Accepted by: _____ Printed Name

 Signature

ATTACHMENT A					
IDS GLOBAL - ADDITIONAL HOURS FOR DOUTHIT FERRY - P.I. No. 0007494					
No.	OLD GUIDELINES	NEW GUIDELINES	Details	Hours	
1	OLD GUIDELINES: The number of traffic counts were increased. Based on the 2009 Guidelines 22 48-hour counts and one classification counts were proposed in the contract.	NEW GUIDELINES: The new guidelines per reviewer required that we increase the 22-48 hour counts to 24-48 hour counts. It was also required that 9 of the 24 counts be 48-hour classification counts which require additional work.	1 hour per classification count includes collection and processing 1 hour per each additional count location. Includes collection and processing Total 8 *1 +2*1 = 10 hours	10	The additional raw traffic counts were submitted to the Design Traffic Reviewers. The additional traffic counts are referenced to in the Table in Attachment C. The data in appendix C is reflected in Table 4 of the report. The Classification counts are used in Attachment E which is used in Table 5 of the report. These Tables were not required in 2011 study.
2	OLD GUIDELINES: The 2009 guidelines did not require that you count private driveways.	NEW GUIDELINES: Present guidelines require that you count all driveways that generate more than 50 trips per day. This required conducting 3-24 hour turning movement counts at 3 driveways since they were too short to provide good tube-counts. This was not included in total counts.	1 hour set-up camera per count 3 Counts Processing 24-hour count 12 hours each at 3 counts 39 hours total of Technician	39	The counts were collected at the McDonalds Driveway, the commercial driveway on Douthit Ferry Road for Arby's and the Shoppes at Pine Grove. These counts are included in the Table in attachment C and Table 4. Raw counts were provided to GDOT reviewers data. Counts were used in development of Traffic Diagrams.
3	OLD GUIDELINES: The 2009 guidelines required providing one truck percentage for the corridor.	NEW GUIDELINES: The present guidelines required classification counts at each end of corridor including cross streets and any major street intersecting the corridor. In addition a table of each truck classification count was required which had not been required in 2009. With the new guidelines truck	Truck percentage charts 9 each at 3 hours each	27	The Truck Charts were a new requirement. The Truck Charts are shown in Attachment E. The findings of Attachment E are used in Table 6 of the report. These Truck percentages are shown on traffic diagrams. The previous study required only one classification count and its results were used throughout the Attachment number 1 \nPage 2 of 2
4	OLD GUIDELINES: In 2009 historical traffic counts were used to determine historical traffic growth. No charts were required to be submitted.	NEW GUIDELINES: New guidelines required Historical Growth Rate calculations at 6 GDOT count sites to be graphed and included in the appendix. 2009 guidelines required a growth rate analysis; however; charts did	Historical Traffic Count Charts 4 hours at 6 locations	24	The historical traffic count data graphs from GDOT's data base was graphed for 6 locations is presented in Attachment D. The results of this analysis is shown in Table 2 of the report. Previously graphing this data was not required.
5	OLD GUIDELINES: 2009 guidelines required reference to Census Data and any other population growth data; however; did not require including in appendix.	NEW GUIDELINES: Based on new guidelines and comments by reviewer were required to find downloadable Census Data and other population data to put in appendix. This data was previously used in analysis but documents were not required.	Additional Population Information in Appendix 4 hours	4	The historical census data and projections were from Atlanta Regional Commission, 2010 Census and Georgia Office of Planning and Budget. All of this information was compiled and presented in Attachment G and referenced in Section 3.3 of the study.
6	The guidelines in 2009 required only the peak hour of the 48-hours had to be determined and the opposite time period whether a.m. or p.m. was the reciprocal of the peak hour. Basically only one design hour had to be developed.	New guidelines required to include individual existing a.m. and p.m. peak design hour traffic. Present guidelines require that a.m. and p.m. peak hour traffic be developed separately for existing, opening year and design year instead of just one peak hour..	Develop 2 peak hours for existing traffic diagrams, opening year traffic diagrams, and design year traffic. Required an additional 24 hours for developing existing traffic and traffic diagrams. Added 16 hours for developing opening year traffic diagrams and 16 hours for design year traffic.	56	This required additional analysis for the development of design hour traffic volumes. This reflected within the Table in Attachment C and data provided in Table 4. This information was used to develop the traffic on the 2016, 2022, 2024, 2042 and 2044 traffic diagrams for the a.m. peak traffic. This increased the amount of work required for the development diagrams also. Additional analysis for the development of existing, opening year and design hour traffic volumes are shown in Pages 66-67 Trip Generation Future and Existing; Pages 68-82 Trip Distribution Diagrams; Developed peak hours for existing traffic diagrams, opening year traffic diagrams, and design year traffic diagrams led to the original 20 total traffic diagram sheets, being developed to 75 sheets as a result of the additional scope.
7	OLD GUIDELINES: 2009 Guidelines did not require providing back up traffic diagrams for developments that were being used for determining future traffic growth in the corridor or the base traffic diagrams for traffic increased by growth factor.	The present guidelines require that traffic diagram be provided for each development for opening year, opening year + 2 years, design year and design year + 2 years	DRI and other developments trip distribution map and traffic diagrams and base year. 42 different traffic diagrams at 3 hours each; 126 hours Total	126	This required a write up each development with anticipated implementation plan in section 3.5. Trip generation table in Attachment H and the 6 sets of trip distribution plans in Attachment H. In addition the 60 Traffic Diagrams in Attachment I had to be developed. 42 traffic diagrams had to be development just for the development traffic plus 18 base diagrams. Pages 66-67 Trip Generation Future and Existing; Pages 68-82 Trip Distribution Diagrams; Developed DRI and other developments, trip distribution maps, and traffic base year diagrams.
8	OLD GUIDELINES: The 2009 guidelines only required traffic projections and diagrams for two Diagrams for Opening Year plus 2 years and Design Year plus 2 years.	No build and build diagrams are required in additional to Traffic Diagrams	3 hours per sheet (9 Diagrams) of opening year+2 diagrams no build and build and 4 hours per sheet (9 diagrams) of design year+2 diagrams no build and build	54	This required that an additional 18 traffic diagrams in the final submittal based on findings in methodology report that had to be developed. This brought the total number of traffic diagrams that were approved by GDOT to 40 instead of 22 for one opening year and design year. The approved 2011 design traffic study required only 13 traffic diagrams to be approved. With the existing traffic volumes, opening year (2022), Opening year + 2 years, Design Year, Design Year + 2 and the supportive traffic diagrams a total of 80 traffic diagrams were prepared for this study compared to only 13 traffic diagrams being developed for the 2011 Douthit Ferry Road traffic study.



City of Cartersville

**City Council Meeting
9/20/2018 9:00:00 AM
Community Rating System Annual Recertification**

SubCategory:	Certification
Department Name:	Public Works
Department Summary Recommendation:	The City of Cartersville participates in the Community Rating System in order to qualify for reduced flood insurance rates from the National Flood Insurance Program for properties within the city limits. We are requesting the Mayor's signature to the attached annual recertification application with CRS to continue participation in this on-going program.
City Manager's Remarks:	The City participates in this rating system for reduced flood insurance premiums every year. Your approval of this recertification is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Community Cartersville, City of State GA CID 130209
 County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CC-213 Recertification

Recertification Due Date: Oct 15, 2018		
If there are any changes or corrections to the information below, please cross out the old item and write in the correction.		
	Chief Executive Officer	CRS Coordinator
Name	The Honorable Matthew J. Santini	Wade Wilson
Title	Mayor of Cartersville	City Engineer
Address	1 North Erwin Street	330 South Erwin Street
	Cartersville, GA 30120	PO Box 1390
		Cartersville, GA 30120
Phone		770-387-5605
E-mail	cartersvillemayor@yahoo.com	wwilson@cityofcartersville.org

I hereby certify that the City of Cartersville is continuing to implement the activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed _____ (Chief Executive Officer)

Community Cartersville, City of State GA CID 130209
 County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual. If the word "attached" is used you must provide documentation material for that activity. If no material has been acquired for that activity please explain why there is no material from the past year.

- WW 310 EC: We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.
- WW 310 EC: Attached is the permit list for new or substantially improved structures that have been completed in the last year. (None)
- WW 310 EC: Attached are the Elevation Certificates for new or substantially improved structures that have been completed in the last year that are included on the above permit list.
- WW 310 EC: We continue to make copies of Elevation Certificates on newer properties available at our present office location.
- WW 320 MI: We are providing basic flood information, additional FIRM information, problems not shown on the FIRM, flood depth data.
- WW 320 MI: Attached is a copy of the publicity for the credited elements of this service this year.
- WW 320 MI: Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- WW 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.
- WW 330 OP: Attached are copies of all outreach projects conducted this year.
- WW 340: People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.
- WW 350 WEB: We continue to conduct an annual review and update of the information and links in our flood protection website.
- WW 420 OSP: We continue to preserve our open space in the floodplain.

Community Cartersville, City of State GA CID 130209
 County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- WW 430: We continue to enforce the following regulations in our floodplain: (development limitations, freeboard for new and substantial improvement construction, cumulative substantial improvement, local drainage protection. ☐ Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.
- WW 430 BC: We continue to enforce our current building code. ☐ Initial here if you have amended your building code. Attach a copy of the amendment.
- WW 430 RA-1: We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses.
- WW 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.
- WW 450 SMR: We continue to enforce the stormwater management and low impact development provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. ☐ Initial here if you have amended your stormwater management regulations. Attach a copy of the amendment.
- WW 450 ESC/WQ: We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.
- WW 502 RL: We currently have 1 repetitive loss properties and send our notice to 1 properties in the repetitive loss areas.
- WW 502 RL: Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.

NOTE: Please do not mail or ship packages that need a signature. We will confirm receipt of your recertification submittal.

Additional Comments:

Attachments:

Community Cartersville, City of State GA CID 130209
 County Bartow

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	297		
2. Number of new buildings constructed since last report	+ 0	2	114
3. Number of buildings removed/demolished since last report	- 0	0	
4. Number of buildings affected by map revisions since last report (+ or -)	0	0	
5. Number of buildings affected by corporate limits changes (+ or -)	0	0	
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)	297		
7. Number of substantial improvement/damage projects since last report	0	0	
8. Number of repetitive loss properties mitigated since last report	0	0	0
9. Number of LOMRs and map revisions (not LOMAs) since last report	0		
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	2020.70		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	0	0	
12. Acreage of area(s) affected by corporate limits changes (+ or -)	0		
13. Current acreage of the SFHA (aSFHA) (total lines 10-12)	2020.70		
14. Primary source for building data:			
15. Primary source for area data:			
16. Period covered: October 1, 2017 – October 1, 2018		Current FIRM date 9-25-07	
If available, the following data would be useful:			
17. Number of new manufactured homes installed since last report			
18. Number of other new 1-4 family buildings constructed since last report			
19. Number of all other buildings constructed/installed since last report			

Comments:

(Please note the number of the line to which the comment refers.)



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
Concrete Mobile Truck Repair

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	Public Works is seeking approval for a repair on our Concrete Mobile Mixer for up to \$16,000 including labor, parts and travel. This is a sole source provider due to the specificity of this piece of equipment. The Concrete Mobile is a 2007 model and is in need of a rehab of the moving parts in the mixer and conveyor belt. The City Garage has recommended this work be done at the factory in Kent, Pennsylvania. The estimate from the manufacturer is \$10,617.58 and we anticipate travel costs to be around \$1,500. We are adding some contingencies in case they find additional work that needs to be done once they get the mobile apart and are requesting a total of up to \$16,000 for this repair.
City Manager's Remarks:	Your approval of this repair is recommended.
Financial/Budget Certification:	This is a budgeted item within the Stormwater fund.
Legal:	
Associated Information:	

Mobile Mixer Parts LLC

46 Skyline Drive
Salem, CT 06420

844-649-7778

www.mobilemixerparts.com

Invoice

Date	Invoice #
8/30/2018	1745

Bill To
City Of Cartersville, GA P.O. Box 1390 Cartersville, GA 30120

			P.O. Number	Terms
				Quote
Quantity	Item Code	Description	Price Each	Amount
		*** ESTIMATE ***		
70	Labor	Estimated Labor to perform these repairs would be between 60 and 70 hours at a rate of \$75.00 per hour performed at our shop in Kent, PA.	75.00	5,250.00
1	Conveyor	141 Link Conveyor	2,392.00	2,392.00
1	Floor	Plastic Deck Pan	627.20	627.20
1	7MM134	Elkin Front Idler Sprockets	181.00	181.00
1	7MM135	Elkin Rear Sprockets	239.00	239.00
2	Auger Swing Ram	Swing Arms To Swing Rams	210.00	420.00
2	Swing Ram	Elkin Outside Swing Ram Arms	105.00	210.00
2	7MM111	Elkin Front Conveyor Bearings	75.21	150.42
2	7MM108	Elkin Rear Conveyor Shaft Bearings	137.54	275.08
1	Side Wipe	Rubber	67.50	67.50
1	Divider Rubber	Elkin Center Divider Rubber	64.00	64.00
1	Belt Wipes	Back Belt Wipe	12.10	12.10
1	Belt Wipes	Front Wipe	24.80	24.80
1	Misc.	Nuts & Bolts & Hardware	82.00	82.00
1	Return Rail Steel		91.00	91.00
1	7MM119	The Following Parts Quoted Are If Needed: Elkin Side Skirt Rails (Pair)	496.98	496.98
1	7MM255	Elkin Bin Divider Retainer Divider	34.50	34.50
~Thank you for your business~			Total	\$10,617.58

Payments/Credits \$0.00

Balance Due Item #107.58



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
Leaf Truck Parts

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	Public Works is seeking approval to purchase parts needed for maintenance of one of our leaf trucks in preparation for the upcoming leaf season. The parts needed from Municipal Equipment Sales, Inc., total \$7,807.93. This is a budgeted item and will be funded jointly from the Solid Waste and Stormwater budgets.
City Manager's Remarks:	Your approval of the purchase of the parts is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

MUNICIPAL EQUIPMENT SALES, INC.

POST OFFICE BOX 1233
WOODSTOCK, GA 30188-1233
PH. (770) 928-0424 FAX (770) 200-1690
WWW.MUNICIPALEQUIPMENT.COM
sales@municipalequipment.com

INVOICE

INVOICE DATE	INVOICE NO.	PAGE
08/30/18	70453	1

UPON RECEIPT

SOLD TO: CITY OF CARTERSVILLE
POST OFFICE BOX 1390
CARTERSVILLE, GA 30120

SHIP TO: CITY OF CARTERSVILLE
PUBLIC WORKS DEPARTMENT
500 SOUTH TENNESSEE ST.
CARTERSVILLE, GA. 30120

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP.	PURCHASE ORDER NO.	SHIP DATE	SHIP VIA
11624	08/28/18	CAR101	TR	GARAGE/ COREY	08/27/18	UPS FREIGHT
ITEM NO.	ITEM DESCRIPTION					
QUANTITY ORDERED	QUANTITY SHIPPED	STK UNIT	UNIT PRICE	PRICE UNIT	DISCOUNT	EXTENDED PRICE
TAR-22882-8C 1	3/8" CCW 33" IMPELLER 1	EACH	1,604.25	EACH	0.00	1,604.25
TAR-25569-1 1	NOZZLE 45 DEGREE END 1	EACH	1,134.91	EACH	0.00	1,134.91
TAR-21660-8 1	LEAF SUCTION HOSE 16X120" 1	EACH	1,199.64	EACH	0.00	1,199.64
TAR-25428-1 1	INNER BOOM ARM 1	EACH	1,717.56	EACH	0.00	1,717.56
TAR-SK-2535-1 1	OUTER BOOM ARM 1	EACH	705.25	EACH	0.00	705.25
TAR-31967-1 1	BOOM MAST 1	EACH	1,019.90	EACH	0.00	1,019.90

C. Garage
SEP - 5 2018

SEP 11 2018

APPROVED		DATE APPROVED 9.11.18
GARAGE DEPT		DEPT HEAD <i>[Signature]</i>
		CITY MGR <i>[Signature]</i>
CHARGE ACCOUNT(S)	AMOUNT	
610 - 1591 - 53 - 1160	7,807.93	
610 - 1591 -		
- - -		
- - -		
TOTAL	7,807.93	

THANK YOU !

NO CREDIT ON PARTS RETURNED AFTER 30 DAYS

A 20% HANDLING CHARGE WILL BE MADE ON PARTS RETURNED FOR CREDIT.
ALL MAJOR CREDIT CARDS ACCEPTED

1 1/2% SERVICE CHARGE AFTER 30 DAYS

SALES AMOUNT	7,381.51
MISC. CHARGES	0.00
SHIPPING & HANDLING	426.42
SALES TAX	0.00
TOTAL	7,807.93
PAYMENT REC'D	0.00
BALANCE DUE	7,807.93



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
Valves for Williams Transco Expansion Projects

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recommendation:	We requested three bids for the various valves needed for the Williams/Transco Dalton Expansion and the 8-inch Expansion for Transco to Brown Farm Road. I recommend accepting the low bids from G&C Supply for all of these items. The metering station bid totaled \$12,076.00 and the pipeline expansion bid totaled \$18,051.00, for a grand total of \$30,127.00.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

City of Cartersville Gas System

Memo

To: Gary Riggs
From: Deska Brown
Date: September 11, 2018
Re: CP-16-002 (valves) CP-16-001 (valves)

We have requested three bids for seven – 6 inch Block Valves, the 4 inch Block Valves, and the 4 inch Line Valve Assembly for the Williams/Transco Dalton Expansion and the Expansion: Transco to Brown Farm Road.

G&C Supply	\$1,598.06	6-inch block valves	\$11,186.00
CP-16-001	\$890.04	4-inch block valves	<u>\$ 890.00</u>
			\$12,076.00
G&C Supply	\$1,598.06	6-inch block valves	\$14,382.00
CP-16-002	\$890.04	4-inch block valves	\$ 2,670.00
	\$999.00	4-inch line valve assembly	<u>\$ 999.00</u>
			\$18,051.00
Consolidated Pipe	\$2,640.00	6-inch block valve	\$18,480.00
CP-16-001	\$1,560.00	4-inch block valve	<u>\$ 1,560.00</u>
			\$20,040.00
Consolidated Pipe	\$2,640.00	6-inch block valve	\$23,760.00
CP-16-002	\$1,560.00	4-inch block valve	\$ 4,680.00
	\$1,110.00	4-in line valve assembly	<u>\$ 1,100.00</u>
			\$29,550.00
MT Deason	\$2587.00	6-inch block valve	\$23,283.00
CP-16-001	\$1,105.00	4-inch block valve	\$ 3,315.00
	\$910.00	4-inch line valve assembly	<u>\$ 910.00</u>
			\$27,508.00
MT Deason	\$1598.06	6-inch block valves	\$11,186.42
	\$1,105.00	4-inch block valves	<u>\$ 1,105.00</u>
			\$12,291.42

I recommend accepting the low bids from G&C Supply for these items.



City of Cartersville

City Council Meeting

9/20/2018 9:00:00 AM

Valves and Pipe for Transco Expansion and Cassville White Road Improvements

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recommendation:	We requested three bids for the 6-inch Cooper Cameron valves needed for CP-16-002 and for the 4.5-inch O.D. Steel Coated Pipe needed for the CP-17-002. I recommend accepting the low bids from Consolidated Pipe for the pipeline expansion in the amount of \$12,045.00 and the Cassville-White Road Improvements in the amount of \$31,500.00, with a grand total of \$43,545.00.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

City of Cartersville Gas System

Memo

To: Gary Riggs
From: Deska Brown
Date: September 11, 2018
Re: CP-16-002 and CP-17-002

We have requested three bids for seven – 6 inch Cooper Cameron Valves for the Expansion: Transco to Brown Farm Road. We also requested three bids for the 4.5-inch O.D. steel coated pipe for the Cassville-White Road Improvements. The bids are as follows:

Consolidated Pipe	\$4,500.00/6 inch Cooper Cameron	\$31,500.00
	\$10.95/lb 4.5 inch OD Steel Pipe	\$12,045.00
J.D. Fields	\$11.56/lb 4.5 inch OD Steel Pipe	\$12,716.00
G&C	No Bid Cooper Cameron	
MT Deason	No Bid Cooper Cameron	
McJunkin	No Bid Pipe	

I recommend accepting the low bids from Consolidated Pipe & Supply for these items.



City of Cartersville

City Council Meeting

9/20/2018 9:00:00 AM

Regulator and Relief Valves for Williams/Transco Expansion Projects

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recommendation:	We requested bids from MarieCo, Inc. for our regulator and relief valves, as they are the sole source provider of these items. These items are for the Williams/Transco Expansion Projects. I recommend approval of these items totaling \$17,503.00.
City Manager's Remarks:	Your approval of the relief valves and regulator are recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Gary Riggs, Gas System Director *via email*

cc: Michael Hill, Assistant Gas System Director *via email*

From: Brian Friery, Gas System Engineer

Date: September 11, 2018

RE: Regulators & Relief Valve Purchase
Natural Gas Main Extension
6" Expansion: Williams/Transco Delivery Point
to Brown Farm Road Regulating Station
Cartersville Project No. CP-16-002

As you know, a proposal was requested to provide the regulators and over pressure relief valve for the regulating station for the above referenced project. Since our distribution regulators and relief valves are standardized throughout our system for certain operating conditions, the particular regulators and relief valve specified for this installation can only be obtained from a sole source provider. We, therefore, requested a quote from the equipment manufacturer's representative, MarieCo, Inc. of Leeds, Alabama. Attached is a quotation in the total amount of \$12,361.00 from MarieCo, Inc. of Leeds, Alabama.

As you know, the material for the regulating station is part of the overall budget for this project. As you further know, MarieCo, Inc. of Leeds, Alabama is the specified regulators and relief valve manufacturer's representative and the manufacturer's support for this equipment. In an effort to continue to standardize important equipment and maintain a single point of contact for maintenance and repair of this equipment, I recommend the City award this proposal to MarieCo, Inc. of Leeds, Alabama in the amount of \$12,361.00.

In accordance with O.C.G.A. §50-36-1 and O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02, copies of the EVerify and Esave documentation for GPM Equipment Sales, Inc. of Pelham, Alabama is currently on file at the Gas System offices.

MarieCo, Inc.
PO Box 590
Leeds, AL 35094
Phone: 205-699-7282
Fax: 205-699-4333
Leigh Ann Oden, Inside Sales

QUOTE

Date

Quote #

8/31/2018

083118.15

Quote For

Gas System of Cartersville
Attention: Brian Friery

Rep

Terms

Validity

Lead Time

JLH

Net 30

30 Days

4-6 weeks

Item	Description	Qty	Cost	Total
FG-40 Moone...	Mooney 4" 300CL 100% Capacity DHTP Relief p/n FG-40-100DH-75 Mooney Series 20 BPV Brass Pilot with 200-450 psig spring range p/n FP-15 Mooney Type 24S Stainless Steel Restrictor p/n 24S Mooney Type 30A Aluminum Pilot Filter with Type 32S SST Drain Valve p/n 30AD Mooney SST tubing and fittings with C mounting p/n TB-CD			4,983.00
FG-17 Moone...	Mooney 3" 300CL 35% Capacity Regulator p/n FG-17-35-75 Mooney Series 20 Brass Pilot with 200-450 psig Spring Range p/n FP-10 Mooney Type 24S Stainless Steel Restrictor p/n 24S Mooney Type 30A Aluminum Pilot Filter with Type 32S SST Drain Valve p/n 30AD Mooney SST tubing and fittings with C mounting p/n TB-CD	2	3,689.00	7,378.00

IF MTR'S OR COC'S ARE REQUIRED, PLEASE SPECIFY AT THE TIME OF QUOTING.

Total

\$12,361.00

Sales Tax (0.0%)

\$0.00

If this lead time does not meet your need please contact me for other options.
All lead times are subject to current production schedules and prior sell.
Freight charges will be Prepaid and Added unless otherwise specified.

Item # 16

Memorandum

To: Gary Riggs, Gas System Director *via email*

cc: Michael Hill, Assistant Gas System Director *via email*

From: Brian Friery, Gas System Engineer

Date: September 11, 2018

RE: Relief Valve Purchase
Natural Gas System Expansion
Williams/Transco Dalton Expansion Delivery Point
Cartersville Project No. CP-16-001

As you know, a proposal was requested to provide the over pressure relief valve for the metering station for the above referenced project. Since our distribution relief valves are standardized throughout our system for certain operating conditions, the particular relief valve specified for this installation can only be obtained from a sole source provider. We, therefore, requested a quote from the equipment manufacturer's representative, MarieCo, Inc. of Leeds, Alabama. Attached is a quotation in the amount of \$5,142.00 from MarieCo, Inc. of Leeds, Alabama.

As you know, the material for the metering station is part of the overall budget for this project. As you further know, MarieCo, Inc. of Leeds, Alabama is the specified relief valve manufacturer's representative and the manufacturer's support for this equipment. In an effort to continue to standardize important equipment and maintain a single point of contact for maintenance and repair of this equipment, I recommend the City award this proposal to MarieCo, Inc. of Leeds, Alabama in the amount of \$5,142.00.

In accordance with O.C.G.A. §50-36-1 and O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02, copies of the EVerify and Esave documentation for GPM Equipment Sales, Inc. of Pelham, Alabama is currently on file at the Gas System offices.

MarieCo, Inc.
PO Box 590
Leeds, AL 35094
Phone: 205-699-7282
Fax: 205-699-4333
Leigh Ann Oden, Inside Sales

QUOTE

Date

Quote #

8/31/2018

083118.16

Quote For

Gas System of Cartersville
Attention: Brian Friery

Rep

Terms

Validity

Lead Time

JLH

Net 30

30 Days

4-6 weeks

Item	Description	Qty	Cost	Total
FG-40 Moone...	Mooney 4" 300CL 100% Capacity DHTP Relief p/n FG-40-100DH-80 Mooney Series 20H Brass pilot with 400-900 psig spring range, FP-47 Mooney Type 24S Stainless Steel Restrictor p/n 24S Mooney Type 30A Aluminum Pilot Filter with Type 32S SST Drain Valve p/n 30AD Mooney SST tubing and fittings with C mounting p/n TB-CD			5,142.00

IF MTR'S OR COC'S ARE REQUIRED, PLEASE SPECIFY AT THE TIME OF QUOTING.

Total

\$5,142.00

Sales Tax (0.0%)

\$0.00

If this lead time does not meet your need please contact me for other options.
All lead times are subject to current production schedules and prior sell.
Freight charges will be Prepaid and Added unless otherwise specified.

Item # 16



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM

Concrete Bid Proposal for Williams/Transco Dalton Expansion

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recommendation:	We requested bids for the multiple concrete footings and slabs and an odorant containment wall for the above project. Full Circle Construction, LLC of Cartersville, Georgia was the low bidder and is currently completing concrete work as a subcontractor for the Gas System's offices under construction on Old Mill Road. I recommend approval of this item totaling \$32,719.97.
City Manager's Remarks:	Your approval of the concrete bid from Full Circle is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Gary Riggs, Gas System Director *via email*

cc: Michael Hill, Assistant Gas System Director *via email*

From: Brian Friery, Gas System Engineer

Date: September 12, 2018

RE: Construction Bid Proposal
Concrete Footing, Slab & Containment Construction
Williams/Transco Dalton Expansion Delivery Point
Cartersville Project No. CP-16-001-C

As you know, the construction of multiple concrete footings and slabs and an odorant containment wall are required for the above referenced project. Since the construction of these concrete structures are outside of the scope of our Department's capabilities, we submitted a request for proposals (RFP) to furnish the labor and material to complete the work to four (4) local concrete contractors. We, furthermore, posted the RFP on the Georgia Procurement Website (GPR) in accordance with O.C.G.A. §36-80-26. Proposals were scheduled to be received no later than Wednesday, September 12, 2018 at 4:00 P.M., Local Time. Of the two proposals received, the low proposal in the amount of \$32,719.97 was submitted by Full Circle Concrete Construction, LLC of Cartersville, Georgia. Attached is a tabulation of the proposals.

Full Circle Concrete Construction, LLC of Cartersville, Georgia has completed several local projects and is currently completing concrete work as a subcontractor for the Gas System's offices under construction on Old Mill Road and is fully capable of satisfactorily completing this project. The written proposal includes a statement assuring they will remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1 and has provided the required Certificate of Insurance. I, therefore, recommend the City Council award this proposal to Full Circle Concrete Construction, LLC of Cartersville, Georgia in the amount of \$32,719.97.

1

Contractor:

2

				Contractor:		Full Circle Concrete Cartersville, Georgia		Concrete Constructors, Inc. Madison, Georgia ²			
				Estimate ¹ :		-		BASE BID: \$32,719.97		BASE BID: \$39,875.00	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	Labor for Concrete Footing, Slab & Containment Construction	1	LS			\$16,029.00	\$16,029.00	-	-		
2.	Material for Concrete Footing Slab & Containment Construction	1	LS			\$13,690.97	\$13,690.97	-	-		
3.	Construction Staking for Concrete Footing, Slab & Containment Construction	1	LS			\$3,000.00	\$3,000.00	-	-		
BID PROPOSAL				Total:		-		Total:		\$32,719.97	
								Total:		\$39,875.00	
								Total:			

²Bidder provided a LS bid price whereas the RFP clearly requested an itemized bid as shown.



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
Floyd County Property Taxes

SubCategory:	Other
Department Name:	Gas System
Department Summary Recommendation:	The attached tax bill in the amount of \$5,778.55 is for our facilities in Floyd County. I recommend Council approval of this amount.
City Manager's Remarks:	This is a bill we pay every year due to several stations being located in Floyd County. Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

2018 Property Tax Statement

Kevin Payne
Floyd County Tax Commissioner
101 West 5th Ave
Floyd County Historic Court House
Rome, GA 30161

Bill Number	Due Date	Total Due
7489	11/15/2018	\$5,778.55

**RETURN THIS FORM WITH PAYMENT**

(Interest and Penalties will apply after due date)

Account Number: 52904
Map Number: 999 022
Location: PUBLIC UTILTIY



CARTERSVILLE CITY GAS CO
PO BOX 1390
CARTERSVILLE, GA 30120-1390

Pay online at www.floydcountytax.com

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Floyd County Tax Commissioner

Kevin Payne
Floyd County Tax Commissioner
101 West 5th Ave
Floyd County Historic Court House
Rome, GA 30161



Phone: (706) 291-5148 Fax: (706) 233-0033

Tax Payer: CARTERSVILLE CITY GAS CO
Account Number: 52904
Map Code: 999 022
Description: PUBLIC UTILITY OPERATING-UNINC
Bill Number: 7489
District: 2
Location: PUBLIC UTILTIY

Building Value	Land Value	Acreage	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
\$564,906.00	\$0.00	0	\$564,906.00	11/15/2018		11/15/2018		
TAXING ENTITY	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	\$480,170.00	\$225,962.00	\$0.00	\$192,068.00	0	\$0.00	\$0.00	\$0.00
COUNTY M&O	\$480,170.00	\$225,962.00	\$0.00	\$192,068.00	12.099	\$2,323.83	\$0.00	\$1,820.80
SALES TAX ROLLBACK	\$480,170.00	\$225,962.00	\$0.00	\$192,068.00	-2.619	\$0.00	(\$503.03)	\$0.00
SCHOOL M&O	\$480,170.00	\$225,962.00	\$0.00	\$192,068.00	18.3	\$3,514.84	\$0.00	\$3,514.84
FIRE TAX	\$480,170.00	\$225,962.00	\$0.00	\$192,068.00	1.65	\$316.91	\$0.00	\$316.91
SOLID WASTE	\$480,170.00	\$225,962.00	\$0.00	\$192,068.00	0.656	\$126.00	\$0.00	\$126.00
TOTALS					30.086	\$6,281.58	(\$503.03)	\$5,778.55

APPEALED TEMPORARY BILL

A gradual reduction and elimination of the state tax millage rate is the result of property tax relief passed by the Governor, the House of Representatives and the Georgia State Senate.

Interest and penalties will begin to accrue after the due date. If a receipt is desired, please include a stamp self-addressed envelope. If your bill is to be paid by a mortgage company, send the top portion of this statement to them.

Due Date:	11/15/2018
Current Due:	\$5,778.55

If a receipt is desired, please furnish a stamped self-addressed envelope with your payment.

If back taxes are due, please call 706-291-5148 for a correct amount.

Item # 18

C/Gas
SEP - 7 2018

IF YOU HAVE SOLD THIS PROPERTY, PLEASE FORWARD THIS BILL TO THE NEW OWNER

1. YOU ARE REQUIRED TO FILE A TAX RETURN ON YOUR PROPERTY BETWEEN JANUARY 1 AND APRIL 1, IN THE YEAR FOLLOWING THE PURCHASE OF THE PROPERTY.
2. IF OWNERSHIP HAS CHANGED PLEASE FORWARD THIS STATEMENT TO CURRENT OWNER.
3. IF MORTGAGE PAYMENTS INCLUDE A TAX ESCROW AMOUNT SEND STATEMENT TO YOUR LENDING INSTITUTION BEFORE THE DUE DATE.
4. NOTE : ADDITIONAL CHARGES WILL BE ADDED IF NOT PAID BY THE DUE DATE SHOWN ON TAX NOTICE.
5. IF THERE IS A QUESTION CONCERNING THE ASSESSMENT OF YOUR PROPERTY PLEASE CONTACT THE BOARD OF ASSESSORS OFFICE.
6. FAILURE TO RECEIVE TAX NOTICE WILL NOT RELEASE TAXPAYER OF PENALTY AND INTEREST CHARGES.
7. PAID RECEIPT BY REQUEST ONLY.

"Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to regular homestead exemption authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of these exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption no later than April 1st in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the Board of Assessors, which is located at 101 West 5th Ave. and which may be contacted by telephone at (706)291-5143.

If you feel that your property has been assigned too high a value for tax purposes by the Board of Assessors, you should file a tax return no later than April 1st in order to have an opportunity to appeal the valuation. Information on filing a return can be obtained from the Board of Assessors office at the above address and telephone number."



City of Cartersville

City Council Meeting

9/20/2018 9:00:00 AM

**Geo-Hydro Proposal for Concrete Footing, Slab & Containment Construction for Williams/Transco
Dalton Expansion Delivery Point**

SubCategory:	Contracts/Agreements
Department Name:	Gas System
Department Summary Recomendation:	We requested a proposal from Geo-Hydro Engineers, Inc. of Kennesaw, Georgia. They have satisfactorily performed numerous soil test borings, reporting, construction materials testing services and monitoring for us and other City Departments and are fully capable of performing this work. The total for this project is \$3,131.40. I recommend approval of this proposal.
City Manager's Remarks:	Your approval of this proposal is recommended for the Mayor to sign.
Financial/Budget Certification:	This is a budgeted item.
Legal:	This has been approved by the City attorney.
Associated Information:	

Memorandum

To: Gary Riggs, Gas System Director *via email*

cc: Michael Hill, Assistant Gas System Director *via email*

From: Brian Friery, Gas System Engineer

Date: September 12, 2018

RE: Construction Materials & Concrete Testing Services
Concrete Footing, Slab & Containment Construction
Williams/Transco Dalton Expansion Delivery Point
Cartersville Project No. CP-16-001-C

As you know, as part of the Williams/Transco Dalton Expansion Delivery Point, we will be contracting to complete the concrete footings and odorizing slab and containment walls for the metering station. As you further know, we are anticipating receiving proposals for this concrete construction work by the end of the day Wednesday, September 12, 2018. As a professional service, furthermore, we requested a proposal from Geo-Hydro Engineers, Inc. of Kennesaw, Georgia to perform construction materials and concrete testing services and monitoring for this concrete construction. Attached is a quotation in the amount of \$3,131.40.

As you know, Geo-Hydro Engineers, Inc. of Kennesaw, Georgia has satisfactorily performed numerous soil test borings and reporting and construction materials testing services and monitoring for us and other City Departments in the past and is fully capable of performing this work. The proposal documents are acceptable to the City Attorney's office and, therefore, I recommend the City award this proposal to Geo-Hydro Engineers, Inc. of Kennesaw, Georgia in the total amount of \$3,131.40 and execute the proposal documents.

Mr. Brian Friery
City of Cartersville Gas System
P.O. Box 1390
Cartersville, Georgia 30120

September 11, 2018

**Proposal to Provide
Construction Materials Testing Services
Cartersville Natural Gas Expansion
Terminal Equipment Construction
Stilesboro, Georgia
Geo-Hydro Proposal Number 22344.1**

Dear Mr. Friery:

Geo-Hydro Engineers appreciates the opportunity to provide this proposal to perform Construction Materials Testing Services for the above referenced project. The project site is located along State Route 113 in Stilesboro, Georgia. The proposed construction will be a new natural gas transfer station. We have received the concept grading plan dated July 25, 2018 and request for proposal CP-16-001-C, for review.

Geo-Hydro is currently performing the materials testing associated with mass fill placement for construction of the new gas terminal facility. This proposal is for the equipment pad construction serving the natural gas terminal equipment. It consists of three separate equipment pads constructed with a slab and monolithic footing. One of the pads has a containment wall. We have based this proposal on review of the available document and experience with similar projects.

SCOPE OF WORK

Construction Materials Testing and Special Inspection Services

Foundation Bearing Surface Evaluations

Our representative will be on site to perform foundation bearing surface testing. The foundation system will consist of shallow foundations. Geo-Hydro's recommended approach to the testing of shallow foundation excavations bearing in soil is to perform hand auger and dynamic cone penetrometer testing at select locations. We will perform these tests in accordance with the general guidelines established in ASTM STP-399. If the required bearing capacity is not available based on our evaluations, remedial recommendations will be provided in a timely manner so as not to unnecessarily delay the construction process.

Concrete Testing

Geo-Hydro's technicians will be present to sample and test structurally significant concrete. Typically, for each sampling event we will perform physical tests to determine the slump, air content, and temperature, and we will cast test cylinders for subsequent compressive strength testing. We will transport cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the required test interval. Please note that continuous monitoring of concrete placement is required to be in compliance with the IBC.

Observation of Reinforcing Steel

Our representatives will be present to observe that concrete reinforcing steel is in compliance with the project documents for quantity, size, and location. Typically, our site representative will compare the as-built condition of the reinforcing steel to the approved structural and shop drawings. If any discrepancies are observed, they will be immediately brought to the attention of the field personnel so that appropriate corrections can be implemented.

Project Administration and Miscellaneous Consultation

We will provide our professional staff as necessary for project administration, data review and transmittal, preparation of letters, attending meetings, etc.

Limitations of Services

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.
- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.
- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

FEE

Based on our understanding of the scope of services required for this project, we present a cost estimate of **\$3,131.40** for construction materials testing services for the referenced scope of work and durations presented in the included cost breakdown.

There is no precise way of determining our final costs since they will depend on the actual construction schedule, weather, and other factors beyond our control. Therefore, we will bill for all of our services on a unit-rate basis in accordance with the attached Schedule of Fees.

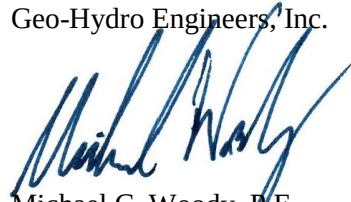
* * * * *

Cartersville Natural Gas Expansion-Terminal Construction • Stilesboro, Georgia
Proposal Number 22344.1

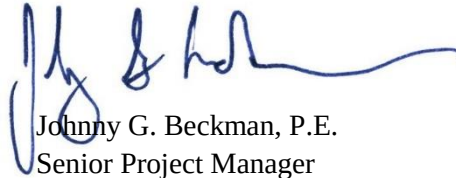
If this proposal is acceptable, please authorize our services by executing and returning the attached agreement or by providing us your professional services contract. We look forward to working with you on this project. Please contact us if you have any questions.

Respectfully,

Geo-Hydro Engineers, Inc.



Michael C. Woody, P.E.
Kennesaw CMT Manager
mwoody@geohydro.com



Johnny G. Beckman, P.E.
Senior Project Manager
jbeckman@geohydro.com

JGB\MCW\22344.1 Cartersville Natural Gas Terminal Construction Proposal

Proposal to Provide
Construction Materials Testing Services
Cartersville Natural Gas Expansion
Terminal Equipment Construction
Stilesboro, Georgia
Geo-Hydro Proposal Number 22344.1

CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS COST ESTIMATE

SHALLOW FOUNDATION EVALUATION

Equipment Foundation Evaluations (Based on 3 trips @ 4 hours each)

12 hours	Senior Engineering Technician	at	\$50.00 per hour	\$600.00
Project Management				
2 hours	Senior Project Manager	at	\$105.00 per hour	\$210.00
Travel				
3 trips	Mileage (30 miles/trip)	at	\$0.58 per mile	\$52.20
Subtotal				\$862.20

REINFORCING STEEL AND CAST-IN-PLACE CONCRETE TESTING

Field Concrete Testing and Sampling (Based on 4 pours @ avg. 4 hours each)

16 hours	Senior Engineering Technician	at	\$50.00 per hour	\$800.00
Sample Pickups (When not combined with other services, 4 trips @ 2 hours each)				
8 hours	Senior Engineering Technician	at	\$50.00 per hour	\$400.00
Laboratory Testing				
20 specimens	Compressive Strength	at	\$15.00 each	\$300.00
Project Management				
6 hours	Senior Project Manager	at	\$105.00 per hour	\$630.00
Travel				
8 trips	Mileage (30 miles/trip)	at	\$0.58 per mile	\$139.20
Subtotal				\$2,269.20

TOTAL MATERIALS TESTING AND SPECIAL INSPECTIONS COST ESTIMATE \$3,131.40
--

Item # 19

Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

City of Cartersville Natural Gas Expansion
Terminal Equipment Construction
Stilesboro, Georgia
Geo-Hydro Proposal Number 22344.1

FIELD TESTING SERVICES

Soil, Concrete, and Miscellaneous Testing

Engineering Technician, per hour.....	\$ 39.00
Senior Engineering Technician, per hour.....	\$ 50.00
Special Inspection Technician, per hour.....	\$ 55.00

Steel Testing

Structural Steel Inspector, per hour	\$ 85.00
Skidmore-Wilhelm Bolt Tension Calibrator., per day	\$ 75.00
Ultrasonic Flaw Detector, per day	\$ 120.00

Coring - Pavement or Concrete

Equipment Rental (generator & coring machine), per day.....	\$ 100.00
Diamond Bit Usage, per inch diameter, per lineal inch.....	\$ 1.50
Coring Technician, per hour	\$ 55.00

Special Field Test Equipment

Floor Flatness Test Equipment, per day	\$250.00
“Profometer 4” rebar locator, per day.....	\$150.00
Windsor Probe, per shot	\$ 35.00
Nuclear Density Gauge, per day	\$ 40.00
Pavement Quality Indicator (PQI) Non-Nuclear Density Gauge, per day.....	\$ 40.00
StructureScan Mini all-in-one high-resolution GPR, per day.....	\$300.00
Thermal Imaging Camera, per day	\$250.00

NOTE: Above special field test equipment requires an operator billed at the appropriate hourly rate.

StructureScan Mini all-in-one high-resolution GPR, half day.....	\$800.00
<i>(Includes travel, operator, and report)</i>	
StructureScan Mini all-in-one high-resolution GPR, full day	\$1,500.00
<i>(Includes travel, operator, and report)</i>	

NPDES SERVICES

NPDES Inspection, per trip	\$ 150.00
Monthly Monitoring Report, each	\$ 115.00
Automatic Storm Water Sampler, per month	\$ 150.00
Turbidity Analysis, each	\$ 20.00

PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour	\$ 120.00
Senior Project Manager/Senior Registered Engineer, per hour.....	\$ 105.00
Project Manager/Registered Engineer, per hour.....	\$ 95.00
Special Inspection Engineer, per hour.....	\$ 85.00
Staff Professional, per hour	\$ 75.00
Engineering Aide, per hour	\$ 60.00
Administrative Assistant, per hour	\$ 40.00

Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

City of Cartersville Natural Gas Expansion
Terminal Equipment Construction
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LABORATORY TESTING SERVICES

Soil & Graded Aggregate Base Material

Proctor Compaction Tests	
Standard (ASTM D-698), each	\$ 125.00
Modified (ASTM D-1557), each	\$ 150.00
Atterberg Limits (ASTM D-4318), each	\$ 85.00
Soil Particle Size Analysis with Hydrometer (ASTM D-422), each	\$ 125.00
Particle Size Analysis of Coarse Aggregate (ASTM C-136), each	\$ 110.00

Concrete, Grout, Mortar, and Masonry

Cylinders, Compressive Strength (ASTM C-39), per cylinder	\$ 10.00
Beams, Flexural Strength (ASTM C-78), each.....	\$ 25.00
Concrete Cores, Lab Preparation and Compressive Strength Testing, (ASTM C-42), each	\$ 60.00
Cube Specimens (2" x 2"), Lab Preparation and Compressive Strength Testing (ASTM C-109), each.....	\$ 15.00
Masonry Grout Compressive Strength, Lab Preparation and Compressive Strength Testing, (ASTM C-1019), each	\$ 20.00
Masonry Prisms, Lab Preparation and Compressive Strength Testing, (ASTM C 1314), each.....	\$ 150.00
Concrete Masonry Unit (CMU) Lab Preparation and Compressive Strength Testing, (ASTM C 140), each	\$ 140.00

Bituminous Materials

Bitumen Content & Gradation (ASTM D-2172; GDT-83), each.....	\$ 300.00
Core Density and Thickness Determination, each.....	\$ 35.00
For cores which require splitting add, each	\$ 10.00
Theoretical Voidless Density Determination (AASHTO T-209), each.....	\$ 175.00

MISCELLANEOUS

Mileage, per mile.....	\$ 0.58
Authorized Ancillary Expenses.....	Cost + 15%

- Hourly rates are portal to portal. -All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5. A minimum charge of 4 hours will apply to all necessary weekend or holiday work
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.

AGREEMENTProject Name: City of Cartersville Natural Gas Expansion-Terminal ConstructionProject Location: Stilesboro, GeorgiaProposal Number: 22344.1 Date: September 11, 2018

The Client, as identified and defined below, engages Geo-Hydro Engineers, Inc. to provide the services on the Project as detailed in the proposal previously provided to the Client, the terms of which are incorporated herein and made a part of this Agreement. The general terms and conditions on the following pages are likewise incorporated herein and are explicitly made part of this Agreement.

This Agreement is entered into this _____ day of _____, 2018 betweenGeo-Hydro Engineers, Inc. ("Consultant") and City of Cartersville, Georgia
("Client").**GEO-HYDRO ENGINEERS, INC.**City of Cartersville, Georgia

Client Firm Name

Signature of Authorized Agent_____
Signature of Authorized Agent_____
Print NameMatt Santini, Mayor_____
Print Name and title_____
Title_____
Signature of City ClerkMeredith Ulmer_____
Name of City Clerk (attesting to Mayor's
Signature)

Please complete information in box

Billing Entity Name City of Cartersville Gas SystemIndividual to Receive Invoices Brian FrieryEmail address bfriery@cityofcartersville.org Phone No. 770.387.5642Street Address 19 North Erwin StreetCity and State: Cartersville, Georgia 30120

TERMS AND CONDITIONS OF SERVICE

A. STANDARD OF CARE.

Services under this contract will be performed by Consultant in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same locality.

B. CERTIFICATION.

Consultant may employ sampling procedures during the course of the work. Client acknowledges that such procedures indicate actual conditions only at the precise locations and elevations from which samples were taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Consultant shall make certain inferences based on the results of sampling and any related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Consultant cannot guarantee the existence or absence of conditions which it may infer to exist. Client further acknowledges and agrees that Client shall not cause any resolution of a dispute, including, but not limited to, payment or settlement, contingent upon Consultant's certification of certain conditions, without first receiving Consultant's written certification regarding those conditions.

C. WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CONSULTANT MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO CONSULTANT'S WRITTEN REPORTS, FINDINGS, OPINIONS, OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Consultant cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Consultant, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Consultant.

Client acknowledges and agrees that Consultant has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Consultant's sole role is to provide a service intended to benefit Client and that Consultant is performing no function at or association with the site that would classify Consultant as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SAMPLING OR TEST LOCATION.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Consultant's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated.

(ii) HAZARDOUS SUBSTANCES.

Client agrees to advise Consultant, in writing, of any hazardous substances on or near the site within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Consultant agrees to contain such materials in a manner approved by Consultant both during and at the completion of Consultant's field activities. Client understands and agrees that Client, and not Consultant, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Consultant's exploratory activities.

(iii) DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Consultant to take immediate measures to protect human health, safety, or the environment. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Consultant to take any and all measures that in Consultant's professional opinion are justified to preserve and protect the health and safety of Consultant's personnel, and Client agrees to compensate Consultant for the additional cost of such work. In addition, Client waives any claim against Consultant, and agrees to indemnify, defend, and hold Consultant harmless from any claim or liability for injury, loss or perceived loss arising from Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

E. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Consultant will perform on Client's behalf, Client hereby waives any claim against Company, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of such claim, including, but not limited to, any attorneys' fees and expenses incurred by Consultant, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

F. SAMPLES, DATA AND RECORDS.

Consultant shall be the sole owner of any and all data gathered by Consultants or reports prepared by Consultant. No entity or individual, other than Consultant, its representatives, or Client, may use or rely upon any data collected by Consultant or reports prepared by Consultant. Except as expressly set forth in this Agreement, Consultant and Client do not intend the benefits of this Agreement, including, but not limited to, the samples, data, and records created by Consultant, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or

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cause of action in favor of any such third party, against either Consultant or Client. Samples, data and records are subject to open records.

Routine test specimens will be discarded immediately upon completion of tests. Consultant shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Consultant's report to Client. If Client requests a longer period of storage, Consultant will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Consultant for at least three (3) years following completion of Consultant's services.

G. ENTRY.

Client shall provide Consultant, its representatives, and equipment with right of entry on to the Project site. Consultant will endeavor to minimize damage to the land upon which the project is located, however Consultant shall not be under any duty or responsibility whatsoever to restore the Project site to its condition prior to performance of any tests or borings unless a separate agreement to do so is acknowledged in writing with Client. Unless otherwise indicated, Consultant's scope of service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client hereby acknowledges that, unless some other arrangement is made in writing between Client and Consultant, Consultant cannot be held liable for any injuries or damages that may occur for Consultant's failure to perform services not included in the Proposal or this Agreement. Client further acknowledges that testing operations may result in damage to certain landscaping or improvements, due to the tests themselves, disposal of cuttings or ground water, movement of equipment, or due to other cause(s) that can commonly occur and are outside Consultant's control. Consultant will attempt to avoid causing damage, but Client understands and acknowledges that Consultant cannot guarantee damage will not occur and, accordingly, Client agrees to waive any claim against Consultant and to hold harmless, indemnify, and defend Consultant for any claim alleging injury or damage as a consequence of unfilled exploration holes on the site or any other disturbance to natural conditions of or any improvements on the site. Any costs of such restoration shall be added to our compensation pursuant to an agreed-upon price and terms set forth in a separate written agreement entered into between Consultant and Client.

H. FIELD MONITORING AND TESTING.

Whenever Consultant's personnel make on-site observations of materials and/or services provided by a contractor engaged by Client (the "Contractor"), Client agrees that Consultant is not responsible for the Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Consultant shall not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that our personnel are observing placement of all materials or that we assume any responsibility or liability for placing or directing placement of materials.

I. SAFETY.

During the provision of observations or monitoring services at the job site during construction, Client agrees that in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and are not limited to normal working hours. Any monitoring of the contractor's procedures conducted by

Consultant does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

J. FREEDOM TO REPORT.

It is contemplated that, during the course of this engagement, Consultant may be required to report on the past or current performance of others engaged or being considered for engagement directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims of libel or slander against Consultant and its present or former principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys (the "Consultant Representatives"). To help create an atmosphere in which Consultant's personnel feel free to express themselves candidly, Client agrees (1) to waive any claim against the Consultant Representatives and (2) to defend, indemnify, and hold harmless the Consultant Representatives from any claim or liability for injury or loss allegedly arising from professional opinions rendered by Consultant to Client or Client's agents, including, but not limited to, claims for slander or libel. Client further agrees to compensate the Consultant Representatives for any time spent or expenses incurred by the Consultant Representatives in defense of any such claim, in accordance with Consultant prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Consultant may be required by local, state, and/or federal statute and/or regulations to report the discovery of hazardous materials to a government agency, and that Consultant, when practical, will do so only after notifying Client. Client waives any cause of action, claim, suit, or demand associated with Consultant's compliance with its duties to report as required by local, state, and/or federal laws and regulations.

K. PAYMENT.

Client agrees to pay Consultant in full for all services provided by Consultant to Client. Time is of the essence regarding payment of Consultant's invoices. Client's obligation to pay Consultant is not dependent upon Client's ability to obtain financing, approval of any governmental or regulatory agency, or upon Client's successful completion of the Project. Consultant reserves the right to submit progress invoices to Client on a monthly basis and a final invoice upon completion of Consultant's work. Each invoice is due and payable to Consultant, by Client, immediately upon presentation. All amounts due to Consultant and not paid within thirty (30) days of the presentation of the invoice shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law) until paid in full.

If any obligation of Client hereunder is collected by legal proceeding, including, but not limited to, a demand letter, lawsuit, arbitration, and/or mediation, Client shall pay to Consultant, in addition to the amount due, all Costs of Collection (as defined below), including, but not limited to, fifteen percent (15%) of the total amount due by Client to Consultant as reasonable attorney's fees as well as all costs incurred by Consultant if the legal proceeding does not result in a lawsuit or arbitration proceeding, and thirty percent (30%) of the total amount due by Client to Consultant as reasonable attorneys' fees as well as all court costs incurred by Consultant if the legal proceeding results in a lawsuit or arbitration proceeding. "Costs of collection" shall include, but are not limited to, the hourly cost to Consultant for employee's time expended in collection efforts.

L. TERMINATION.

In the event that Client requests termination of the work prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place Consultant's files in order and to complete a report on the work performed to date. Client acknowledges and agrees that the amount of damages that Consultant will sustain in the event Client terminates this Agreement prior to Consultant's completion of its work required by the proposal and this Agreement will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Agreement prior to Consultant's completion of the work required by the proposal and this Agreement, Client shall be liable to Consultant for liquidated damages in the amount equal to thirty percent (30%) of all charges incurred as of the date of Client's termination of the Agreement (the "Liquidated Damages"). Client

acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Consultant.

M. PROFESSIONAL LIABILITY.

Client agrees that the liability of Consultant and its principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys, to Client due to any negligent professional acts, errors or omissions, or breach of contract will be limited to an aggregate of \$100,000.00.

Consultant does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Consultant's performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Consultant is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Consultant's recommendations or instructions.

N. INDEMNIFICATION.

Omitted

O. CONFIDENTIALITY.

Subject to the Open Records Act, Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's principals and employees, any data or information not previously known to and generated by Consultant or furnished to Consultant and marked CONFIDENTIAL by Client ("Confidential Information"). These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim. City of Cartersville agreements are subject to Georgia Open Records Law.

P. NON-CIRCUMVENTION. (DELETED)

Q. GOVERNING LAW; VENUE.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed and construed by the laws of the State of Georgia, and Venue shall lie in the State of Georgia, Bartow County, for all causes of action under this Agreement.

R. SEVERANCE; SURVIVAL.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

S. EXECUTION.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document. In the event one or more of the parties intends to sign and deliver this Agreement by facsimile transmission, ".pdf", or ".jpeg," each party agrees that the delivery of the Agreement by facsimile, ".pdf", or

"jpeg" shall have the same force and effect as delivery of original signatures, and each party may use such facsimile, ".pdf", or ".jpeg" signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

T. REPRESENTATIONS.

Client represents and warrants that it has full authority to enter into this Agreement and to consummate the transactions contemplated herein, and that this Agreement is not in conflict with any other Agreement to which Client is a party or by which it may be bound.

U. MISCELLANEOUS.

This instrument constitutes the entire agreement of the parties. There are no terms or conditions except those set forth herein. This Agreement may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Agreement and specifies the amendment made. No waiver of any breach of this Agreement shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Agreement is governed by the laws of the State of Georgia.

V. IMMIGRATION REFORM COMPLIANCE REQUIREMENT.

During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
Cook Street CSX Encroachment Agreement and Fees

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	Public Works and the Water Department have a joint project to relocate an existing 8-inch sewer which interferes with flow in the drainage ditch parallel to the railroad at the dead end of Cook Street. A new culvert will be installed in addition to the relocation of the sewer and associated manholes. The project requires execution of the attached Encroachment Agreement with CSX and payment of associated fees. I recommend approval of payment to CSX in the amount of \$14,625.00 (invoice attached). The payment will be split between the two departments with Public Works paying \$8,612.50 and Water paying \$6,012.50. All fees will be paid from SPLOST funds. This is a budgeted project for both departments.
City Manager's Remarks:	This is a budgeted item to be paid from 2014 SPLOST Funds by both the Water Department and Public Works as well as water and stormwater funds. Your approval of this item is recommended.
Financial/Budget Certification:	All fees will be paid from SPLOST funds. This is a budgeted project for both departments to be funded with SPLOST 2014 funds along with funds from the water and stormwater funds.
Legal:	
Associated Information:	

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of November 17, 2017, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, as Lessee of Properties of WESTERN & ATLANTIC RAILROAD hereinafter called "Licensor," and CITY OF CARTERSVILLE, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 1 N Erwin Street, Cartersville, Georgia 30120, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Cartersville, Bartow County, Georgia, Atlanta Division, W And A Subdivision, Milepost 0WA-47.11, Latitude N34:09:32., Longitude W84:47:35.;
2. One (1) existing pipeline parallel to be extended, solely for the conveyance of storm water, located at or near Cartersville, Bartow County, Georgia, Atlanta Division, W And A Subdivision, beginning at Milepost 0WA-47.08, Latitude N34:09:31.8780, Longitude W84:47:34.5840, and ending at Milepost 0WA-47.1, Latitude N34:09:32.5008, Longitude W84:47:35.2032;
3. One (1) new pipeline parallel, solely for the conveyance of stormwater, located at or near Cartersville, Bartow County, Georgia, Atlanta Division, W And A Subdivision, beginning at Milepost 0WA-47.08, Latitude N34:09:31.8780, Longitude W84:47:34.5840, and ending at Milepost 0WA-47.1, Latitude N34:09:32.5008, Longitude W84:47:35.2032;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIFTEEN THOUSAND THREE HUNDRED AND 00/100 U.S. DOLLARS (\$15,300) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any

applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed

work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 770-387-6102.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of

Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensors hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensors property.

17.8 In the event that any property of Licensors becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensors; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have

no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

[Signatures on the following page]

PS - FORM 1001-G
 REVISED APRIL 29, 2008
 AGREEMENT NO. CSX847581

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

**CSX TRANSPORTATION, INC. as Lessee of
 Properties of WESTERN & ATLANTIC
 RAILROAD**

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

CITY OF CARTERSVILLE

By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

Tax ID No.:_____

Authority under Ordinance or

Resolution No._____,

Dated _____.



Invoice

Page 1 of 1
 Account/Contract No. CSX847581
 Tracking No. 0
 Date 8/9/2018

Customer

CITY OF CARTERSVILLE
 1 N ERWIN ST
 CARTERSVILLE, GA 30120

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars **\$14,625.00**

Fees Summary

Application Review Fee	\$	6,400.00
Railroad Protective Liability (Only if RPL is not provided)	\$	750.00
Expedited Review Fee	\$	375.00
License Fee	\$	15,300.00
Expedited Review Fee		
Money on File	\$	(8,200.00)

* Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars \$14,625.00

CSX Federal ID No. 54-6000720
 CSX Canadian ID No. 105203095 RC 0001
 CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Legal Address:

500 Water Street, J180
 Jacksonville, FL 32202

Mailing Address:

500 Water Street, J180
 Jacksonville, FL 32202

Questions? Contact:

Flavio_Rosa@csx.com
 904.279.3860

Cook Street Manhole / Culvert Project
CSX Liscense & Encroachment Fees

	Total Fee	Public Works	Water Dept
Application Fee	\$6,400.00	\$3,200.00	\$3,200.00
Railroad Protective Lilability	\$750.00	\$375.00	\$375.00
Expidited Review	\$375.00	\$187.50	\$187.50
License Fee	\$15,300.00	\$10,200.00	\$5,100.00
Total Fees:	\$22,825.00	\$13,962.50	\$8,862.50
Payment 1	\$2,500.00	\$2,500.00	\$0.00
Payment 2	\$5,700.00	\$2,850.00	\$2,850.00
Net Amount Due:	\$14,625.00	\$8,612.50	\$6,012.50
Payments to Date:	\$8,200.00	\$5,350.00	\$2,850.00
Future Payments:	\$14,625.00	\$8,612.50	\$6,012.50
Total Payments:	\$22,825.00	\$13,962.50	\$8,862.50
Less Difference in License Fee:	\$5,100.00	\$5,100.00	0
Payment Split (50/50) Items:	-	\$8,862.50	\$8,862.50



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
Center Road Parking Lot Repair

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Last year the Water Department became aware of a leak on an 8-inch water line under the retaining wall and parking lot of 73 Center Road. It was impossible to access the line due to the retaining wall and approximately 12-feet of fill placed on top of the main. The solution was to install a new 8-inch main from our Center Road Pump Station to feed the location. Once the new main was in, the section of main under the parking lot/wall was abandoned. The parking lot has settled as the ground has dried out under the parking lot slab and now holds water in the southwest corner. Bids were requested via the Georgia Procurement Website and via email. The following bids were received to replace the failed concrete slab, adjust an existing manhole to grade and reinstall an existing chain link security fence: · Graham Commercial Contractors \$24,450.00 · Chatfield Contracting, Inc. \$28,800.00 · Millennium Commercial Contractors \$31,111.00 · Multiplex, LLC \$49,000.00 I recommend award to Graham Commercial Contractors in the amount of \$24,450.00.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This item will be paid from account 505.3320.52.2380 Maintenance to Mains.
Legal:	
Associated Information:	

Cover Memo

Graham Commercial Contractors, LLC
 218 East Main Street
 Cartersville, GA 30120
 (770) 382-9565
 general@grahamcommercial.org
 www.grahamcommercial.org

Estimate



ADDRESS

City of Cartersville Water Department

ESTIMATE #	DATE	EXPIRATION DATE
1053	07/27/2018	10/27/2018

JOB NAME/#

Center Rd Concrete Replacement

DESCRIPTION	AMOUNT
-------------	--------

CITY OF CARTERSVILLE IS DOING ALL PREP WORK TO REMOVE CONCRETE, HAUL OFF AND PREP SITE TO BRING EVERYTHING BACK TO TO CORRECT ELEVATION

ITEM 1

- FENCE
 - o Take down fence prior to City of Cartersville removing concrete and store usable parts of fence on site
 - o Once concrete is replaced we will return to reinstall fence from corner of building over to existing side fence
 - o Sliding gate will be reused
 - o FABRICATE AND INSTALL NEW 20' SLIDING GATE WILL BE AN ADDITIONAL \$1,000.00

ITEM 2

- CONCRETE
 - o Dowel the existing perimeter concrete to tie back into new concrete
 - o Install wire mesh reinforcement
 - o Form and pour approx 140 LF of 6" concrete curb
 - o Form and pour approx 2400 SF of 6" thick flat concrete

ITEM 3

- STORM SEWER TOP
 - o Saw cut top off an existing man hole
 - o Lower man hole cover down to match surrounding concrete elevations
 - o Concrete back around cover

ITEM 4

- STRIPING
 - o Stripe new concrete with parking spot lines

*****BASE BID	24,450.00
TOTAL	\$24,450.00

Accepted By

Accepted Date

Thank you for your business!

Item # 21

PROPOSAL AND CONTRACT

Chatfield Contracting, Inc.
PMB #175
2500 Dallas Hwy, Suite 202
Marietta, GA 30064

Phone: (770)948-1550
Fax: (770)948-1561

Date: 8/31/2018

Submitted To: City of Cartersville Water Department	Bid Title: Center Rd. Concrete Replacement
Address:	Bid Number:
Contact: Terry Jordan	Project Location: Center Rd.
Phone/Fax: tjordan@cityofcartersville.org/770-655-2740	Project City, State: Cartersville, GA
	Engineer/Architect: None

Chatfield Contracting, Inc., hereinafter called the Company, offers to furnish all labor, materials, and equipment required for the performance of the following described work in connection with the above referenced project:

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	MOBILIZATION	LS	1.00		
2	REMOVE EXISTING FENCE & STOCKPILE ON-SITE	EA	1.00		
3	REPLACE FENCE	EA	1.00		
4	STRIPING PARKING LOT (PAINT)	EA	1.00		
5	6IN. CONCRETE (3000PSI) W/WWM UNDERLAYMENT, DOWEL INTO EXISTING SLABS WITH REBAR, MONOLITHIC CURB (2400sf)	EA	1.00		
6	ADJUST EX. MANHOLE TO FINISH GRADE (LOWER)	EA	1.00		
				Total Bid Price:	\$28,800.00

Item # 21

Specifications & Exclusions:

1. THIS PROPOSAL IS A LUMP SUM PROPOSAL
2. Quote based on RFP provided by City of Cartersville Water Department with questions answered 8/29/2018.
3. Due to the current fluctuations in the material market, this proposal is based on material prices as of the date of the proposal. Actual prices must be confirmed upon award of contract. Actual prices may result in an overall increase in the material price.
4. Finish Subgrade to be provided to CCI within +/- one tenth of an inch by others.
5. Landscaping after concrete pour is not included in above pricing
6. Should trees adjacent to parking lot die after completion, Cartersville Water Department will take care of. Not included above

Exclusions: This proposal excludes the following items: Tap fees, Meters, Rock, Unsuitable Soil Conditions, Utility Interference or Relocation, Bonds, Cnst. Layout Staking, Erosion Control, Permit fees, Geotechnical Testing, Engineered As-Built, Traffic Control, Shoring, Hazardous Materials, Dewatering, and Irrigation Repair.

Terms and Conditions:

Payment in full for all work performed hereunder shall be made not later (30)thirty days from date on invoice. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent(1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this proposal and Contract.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in orally and in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent(10%) profit. If a time is set for the performance of the work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall

be so performed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, forces of nature, or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save harmless from any and all loss, damage, cost, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is City of Cartersville, Georgia, and you waive any right to jurisdiction and venue in any other place.

Unless a lump sum price is to be paid for the forgoing work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company and determined upon completion of work.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of our proposal. Upon its receipt, it is understood and the foregoing, including the terms and conditions set forth above, will constitute the full and complete agreement between us.

This proposal expires fifteen (15)days from the date hereof, but may be accepted at any later date at the sole option of the Company.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Print Name _____ Date of Acceptance _____	CONFIRMED: Chatfield Contracting, Inc. Authorized Signature _____ Scott A. Beaumont
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Item # 21

Georgia Utility Contractor License #UC301321
Georgia DOT Pre-qualified Contractor # 2 CH 265



PROPOSAL

MILLENNIUM COMMERCIAL CONTRACTORS

JULY 27, 2018

770-655-3046
Cartersville, Georgia 30120

TO City of Cartersville
Water Department

Job: Misc work for City of Cartersville Water
Department on Center Road

ITEM	DESCRIPTION		TOTALS
1	City of Cartersville will be doing all site prep work		
2	Removal and replacement of a section of fence with gate between bldg. and existing side fence		
OPTION	Provide a new 20' slide gate - Additional 1,500.00		
	Concrete		
3	- Form and pour concrete curb - Form and pour 6" concrete flat work - Wire reinforcement and dowels		
4	Demo and re-set storm drain top to match surrounding elevation		
5	Strip parking lot on new concrete		
		SUBTOTAL	31,111.00
		TOTAL	\$31,111.00

Item # 21

THANK YOU FOR YOUR BUSINESS!



MULTIPLEX LLC

CONSTRUCTION COMPANY

AUGUST 31, 2018

CITY OF CARTERSVILLE – WATER DISTRIBUTION
100 WALNUT GROVE ROAD
CARTERSVILLE, GEORGIA 30120

TEL 770.655.2740
FAX

ATTN TERRY JORDAN
TJORDAN@CITYOFCARTERSVILLE.ORG

RE W101 CENTER ROAD CONCRETE REPLACEMENT
76 CENTER ROAD
CARTERSVILLE, GEORGIA 30120

MATERIAL & LABOR TO INSTALL REINFORCED FLAT CONCRETE SLAB, CURB, AND FENCING

WE ARE PLEASED TO SUBMIT OUR COST PROPOSAL AS PER THE DRAWINGS AND SPECIFICATIONS AS PREPARED BY CITY OF CARTERSVILLE DATED AUGUST 23, 2018 FOR THE CAPTIONED PROJECT FOR THE FOLLOWING WORKS:

6" CONCRETE SLAB, 6" CURB, & FENCING

\$ 49,000.00

EARTH WORK / GRADING
6" THICK FLAT CONCRETE SLAB USING 4,000 PSI (2,400 SF)
FURNISH / INSTALL WELDED WIRE MESH
FURNISH / INSTALL #4 DOWELS @ 18" OC w/ 6" MIN EMBEDMENT
MATCH EXISTING FINISH AND CONTROL JOINT PATTERN
6" CONCRETE CURB (140 LF)
REINSTALL CHAIN LINK FENCE AND SLIDER GATE (REMOVED BY OTHERS)
SANITARY SEWER MANHOLE ADJUSTED TO MATCH NEW GRADE
STRIPE NEW CONCRETE WITH PARKING LINES USING (2) COATS TRAFFIC PAINT
COMPLETION TIME: FOURTEEN (14) CALENDAR DAYS
TRAFFIC CONTROL (AS REQUIRED)
SANITARY FACILITIES

ACKNOWLEDGE: ADDENDUM NO. N/A

EXCLUSIONS:

PERMITS
DEMOLITION BY OWNER
BID BOND
TESTING / INSPECTIONS
ELECTRICAL WORK
WEEKEND WORK
NIGHT WORK

PERFORMANCE & PAYMENT BONDS (ADD 1.5%)

WE APPRECIATE THE OPPORTUNITY TO PROVIDE COSTING FOR THE WORK, AND IF WE CAN BE OF FURTHER ASSISTANCE, PLEASE CONTACT US AT YOUR CONVENIENCE.

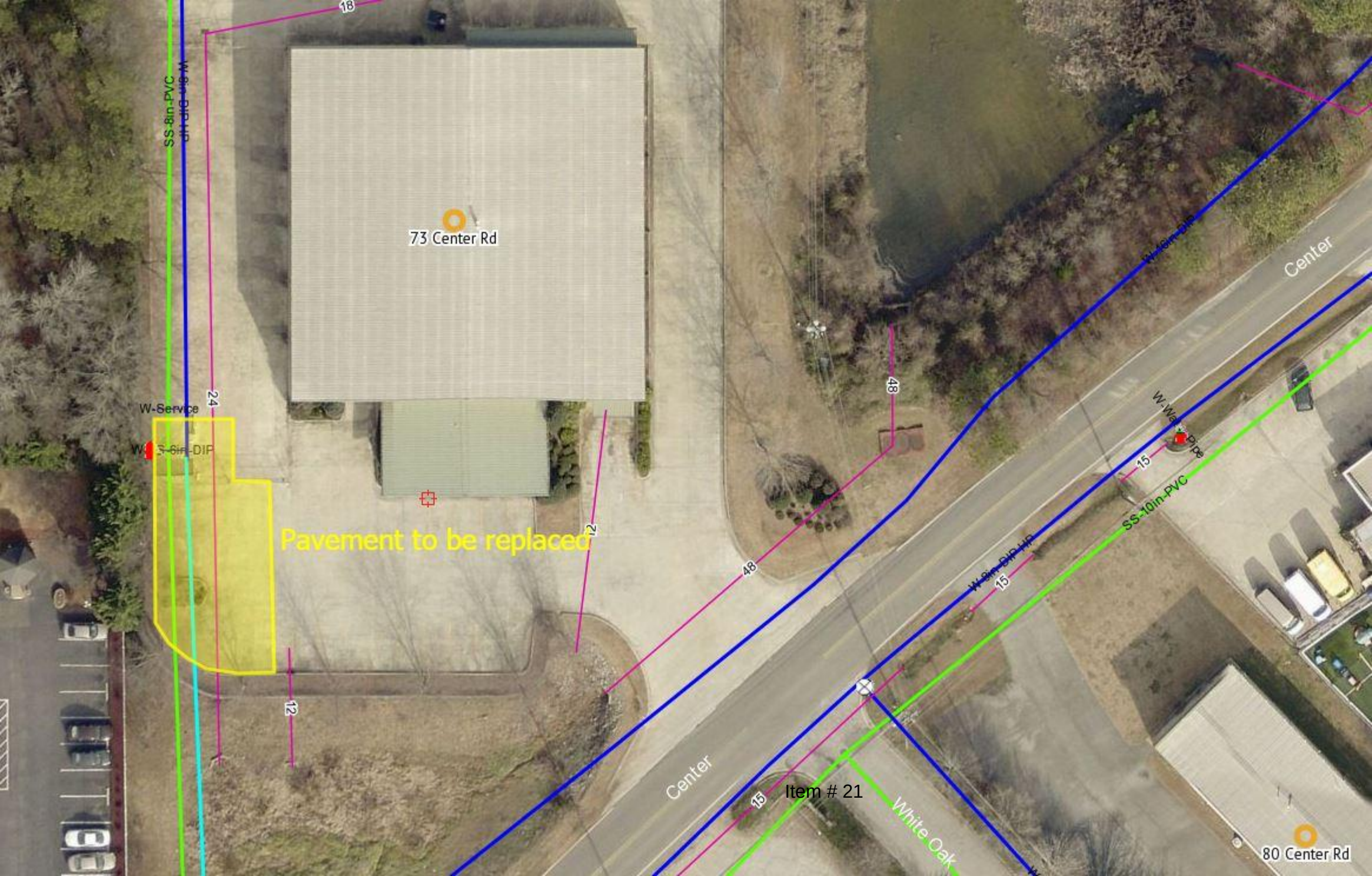
SINCERELY
MULTIPLEX LLC

MARC A. JOHNSON
ESTIMATOR
MARC@MULTIPLEXLLC.COM

TEL 678 317 2040
FAX 678 317 2044

ADMIN@
MULTIPLEXLLC.COM

3505 KOGER BLVD
SUITE 210
DULUTH, GA 30096



73 Center Rd

Pavement to be replaced

Item # 21

80 Center Rd



City of Cartersville

City Council Meeting
9/20/2018 9:00:00 AM
WPCP #2 and #3 Secondary Slide Gates

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Slide gates are used to halt the flow of sewage to different parts of the Water Pollution Control Plant (WPCP) in order to facilitate maintenance to “wet” equipment. They act as an isolation valve to shut water off to certain areas. The gates in the secondary lift station have not been operable in years and leak very badly. In the past, we have done maintenance using multiple sump pumps to overcome the leakage and standing knee deep in raw sewage. The gates in the #1 and #4 positions were replaced last year and have been extremely useful during lower bearing replacement projects. It is now time to replace the remaining two dysfunctional gates in the #2 and #3 positions. A quote was requested from Waterman, the manufacturer of the gates installed last year. Waterman submitted a quote of \$6,253 per gate. The total bid including shipping is \$13,170.00. I recommend approval of the Waterman quote of \$13,170.00.
City Manager's Remarks:	Your approval of the slide gates from Waterman are recommended.
Financial/Budget Certification:	This will be paid from account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	



QUOTATION NO: WQ18- A-33152

DATE: Aug 07, 2018

25500 ROAD 204 EXETER, CA 93221-0458
PHONE: (559) 562-4000 - FAX (559) 562-2277

PAGE 1 OF 4

To: **Temsco Inc.**

Attn: **Joe Kelly** joe@temscoinc.com

Subject to the terms and conditions attached, or as modified in writing, we are pleased to offer this quotation.

WWTP Replacement Gates
Cartersville, GA

PLEASE REFER TO ABOVE QUOTATION NUMBER ON ALL CORRESPONDENCE.

Waterman Valve, LLC

Jose Ramirez

Jose Ramirez

Engineered Products Division

Phone: 727-480-4570

Quote Date: Aug 07, 2018 (TS)

Item # 22



QUOTATION NO: WQ18- A-33152

DATE: Aug 07, 2018

Page 2 of 4

Item	Description	Quantity	Price	Total
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1	48 x 40 Inch Stainless Steel Slide Gate Frame Embedded Stainless Steel Type 304L Frame is self-contained Frame Seal Neoprene Cover Stainless Steel Type 304L Gate Seats UHMW Top of Wall to Invert = 10.934 ft Lift & Stem based on Operating heads 1.67 ft. Seating and 1.67 ft. Unseating Stem Stainless Steel Type 304L Handwheel Lift Mounted to Pedestal Stem Cover Clear Plastic Mounting hardware Stainless Steel Type 304 Submittal Drawings	2 @	\$6,253.00	\$12,506.00
---	--	-----	------------	-------------

Sub-Total \$12,506.00

Freight The estimated shipping weight is approximately
2,300lbs. Freight for an estimated (1) shipment(s).
Any partial shipments at buyer's request will be pre-
pay and add. Freight costs are valid for 5 weeks at
which time costs are subject to change.

Freight \$664.00

Grand Total \$13,170.00

Notes:

- Please verify all sizes, quantities, materials, and product application which are listed in this quotation. If the customer finds that Waterman Industries has not proposed the correct information, contact your Waterman representative for proposal review.



QUOTATION NO: WQ18- A-33152

DATE: Aug 07, 2018

Page 3 of 4

Item	Description	Quantity	Price	Total
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This quotation is subject to the Conditions of Sale contained herein, and can be amended only in writing by an authorized agent of Waterman Valve, LLC.

Prices offered are f.o.b. Exeter, California this quotation is firm for 4 weeks from the date of this quotation. This quotation was prepared with current material prices. If material prices change substantially, at the time of purchase, Waterman Valve, LLC reserves the right to update this quote.

TAXES, if applicable, are NOT included in this quotation.

TERMS: Net 30 days after delivery subject to credit approval, or cash in advance

SUBMITTALS: Estimated best time for submittals is 6-8 weeks after receipt of order. Drawings for submittals will be scheduled upon receipt of purchase order and based on current engineering schedules at that time. Waterman Valve, LLC anticipates return of submittals within 6 weeks after submittal. Waterman Valve, LLC will not be held responsible for issues that may arise due to delayed return of submittals.

SHIPMENTS can be made in an estimated 10 weeks after receipt of order and approval of any submittal drawings required, subject to unavoidable delays as noted on Conditions of Sale.


GENERAL NOTES:

1. Quotation reflects **no addenda**. Should additional addenda be issued, please check for possible variations.
2. Spare parts are not required.
3. A suitable alternate paint system will be used where Governmental restrictions prohibit application of specified system.
4. Cost of any inspection or material certifications performed by non-Waterman personnel, if required are not included and are to be paid by purchaser or by issuance of a separate purchase order.
5. This is not a guaranteed bill of materials but is our best estimate of engineering requirements from e-mail information only, as plans and specifications are not available. Please verify quantities and materials prior to contract letting.

FIELD SERVICE RATES

Title	Per Hour/Per Person (Normal Work Day)	Weekend /Holiday
Engineer	\$200.00	\$300.00
Factory Specialist	\$150.00	\$225.00
*Note: Minimum charge of 4 hours @ 100 mile radius, 8 hour minimum charge over 100 mile radius from Exeter California.		

1. Hours are "portal to portal" thus include travel time. (Excludes off job site meal and rest periods.)
2. Expenses are billable at cost.
3. Travel expenses include: transportation, communications, food, lodging, and reasonable incident expenses.
4. Parts are billable at prevailing list price, except warranty items.
5. Equipment rentals and other locally procured goods and services are billed at cost.

WATERMAN VALVE, LLC
TERMS AND CONDITIONS OF SALE

As listed on Waterman website at <http://watermanusa.com/terms-and-conditions/>

Terms of Sale reviewed and accepted by: _____ Date: _____
 (Signature of Buyer's Representative)

Name: (please type or print) _____ Title: _____

Quote Number: WQ18- A-33152
 Quoted: Aug 07, 2018



City of Cartersville

City Council Meeting

9/20/2018 9:00:00 AM

High Service Pump Building #2 Stabilization - Change Order #1

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	The High Service Pump Building Number 2 (HSPB#2) Stabilization project is nearing completion. All interior and exterior foundation stabilization piles have been installed, pipe support bases poured, floor replaced and pipe partially replaced. During the course of this work two issues arose which were not anticipated in the original scope of work. Those are: <u>Additional Depth of Pipe Stabilization Piles</u> As bid, the project called for 22 pipe support piles with an average depth of 69 feet for a total footage of 1520 feet based on geotechnical drilling at the site. During installation, rock was not discovered uniformly at 70 feet. Pile depths ranged from a minimum of 70 feet to a maximum of 205 feet deep. Average pile depth was 119 feet. The additional depth increased project cost by \$43,598.25. <u>Damaged Electrical Duct Bank and Conductors</u> During installation of exterior wall piles, damage to the existing electrical duct bank was discovered. Settlement of the building or settlement under the duct bank damaged the structure which allowed the electrical conduits to fill with mud and debris. The damage and debris pinched/bound the conductors inside the conduit and damaged the insulation during removal. A section of duct bank and all conductors will have to be replaced to repair and restore power to the building. This was not anticipated in the original scope of work and will add \$72,618.00 to the cost of the project. The total amount of Change Order #1 is \$116,216.25 (see attached for line item details). The change order, if approved, will bring the total contract authorization to \$1,309,691.23. The new total is still below our budgeted amount for the project and \$5,073.75 less than the second lowest original bid.
City Manager's Remarks:	Your approval of this change order is recommended.
Financial/Budget	This is a budgeted item and will be paid from account Cover Memo Item # 23

Certification:	505.3310.54.2326 HSPB#2 Stabilization.
Legal:	
Associated Information:	

CONTRACT MODIFICATIONOwner: CITY OF CATERSVILLE, GEORGIAContractor: SOL CONSTRUCTION, LLCChange Order No. 1Date: SEPTEMBER 12, 2018Project: CATERSVILLE WTP HSPS REHABILITATION (HSPS #2) / HSPB #2 STABILIZATION PROJECTW&S Project No.: 027-16-122Owners Project No.: 505.3310.54.2326

Description of Changes:

1. To adjust the contract to conform to the final adjusted quantities for pile installation, associated changes in design for the wall support piles and delays to the pile installer.
Total cost increase = \$ 43,598.25
2. Repair replace damaged electrical duct bank of power feed to the pump station
Total cost increase = \$ 16,295.00
3. Splice new wires at existing electrical manhole, extend wires to the existing main disconnect inside the pump station, and Hot Pot Test cables after splice and terminations are complete.
Total cost increase = \$ 56,323.00

Additional days added to the contract 60 Calendar Days. Completion date is Dec. 28, 2018.

	<u>Total Contract Cost</u>
Original Contract Amount	\$ 1,193,475.00
Change Order # 1, Total net Add	\$ <u>116,216.25</u>
Revised Final Contract Amount	\$ 1,309,691.25

This Change is Acceptable To: SOL CONSTRUCTION, LLC, ContractorSigned: Jose E. Suarez, "Kiko";  Title Project Manager Date: September 12, 2018Approval of Change Requested By: CITY OF CARTERSVILLE, GEORGIA, OwnerSigned: _____ Title Project Engineer Date: September 13, 2018Recommended By: WIEDEMAN AND SINGLETON, INC., Engineer

Signed: _____ Title _____ Date: _____

CORRESPONDENCE RELATED TO CHANGE ORDER NO. 1

LETTER OF TRANSMITTAL

**HAYWARD
BAKER**

A Keller Company

515 Nine North Court
Alpharetta, GA 30004-2961
Tel 770 442-1801 Fax 770 442-8344

**RE: Micropiles
HBI Job #250735**

Date August 15, 2018
Project Cartersville WTP HSPS #2
Location Cartersville, GA

Attention Jose "Kiko" Suarez

To SOL Construction, LLC
Address 4120 Presidential Parkway #115
Atlanta, GA 30340

Phone 770-455-1822 or (m)939-287-0404

GENTLEMEN:

WE ARE SENDING YOU HEREWITH ☐ DELIVERED BY HAND VIA **U.S. Mail**

THE FOLLOWING ITEMS: ☐ PURCHASE CONDITIONS ☐ PURCHASE ORDER ☐ COPY OF INVOICE
☐ ESTIMATES ☐ CONTRACT/SUBCONTRACT ☐ CHANGE ORDER ☐ COPY OF LETTER
☐ PLANS ☐ SPECIFICATIONS ☐ CALCULATIONS ☐ SHOP DRAWINGS
☐ TEST REPORTS ☐ SAMPLES ☐ OTHER

COPIES	DATE OR NO.	DESCRIPTION
1		Invoice #3 with Back-up reflecting FINAL QUANTITIES

THESE ARE TRANSMITTED AS INDICATED BELOW

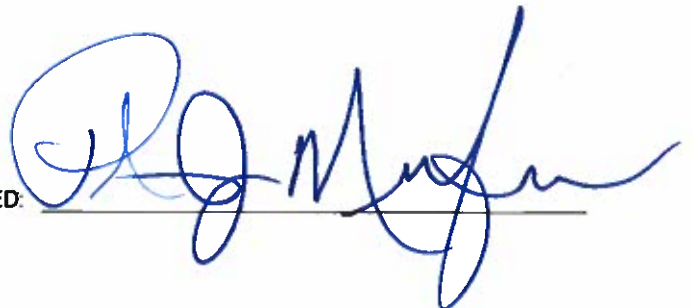
☐ FOR YOUR USE ☐ APPROVED AS NOTED ☐ RETURN CORRECTED PRINTS
☐ FOR APPROVAL ☐ APPROVED FOR FABRICATION ☐ SUBMIT/RESUBMIT COPIES
☐ AS REQUESTED ☐ FOR FILES AND DISTRIBUTION ☐ FOR PAYMENT
☐ FOR REVIEW AND COMMENT ☐ RETURNED AFTER LOAN TO US ☐ FOR BIDS DUE
☐ _____

REMARKS:

RE: SOL Contract dated May 22, 2018

COPIES TO: _____

SIGNED: _____



IF ENCLOSURES ARE NOT AS INDICATED, PLEASE NOTIFY US AT ONCE.

Item # 23

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

HBI INVOICE # 250735-3

PAGE 1 OF 2 PAGES

TO: SOL Construction, LLC
4120 Presidential Parkway #115
Atlanta, GA 30340

PROJECT: Cartersville WTP HSPS #2
237 Allatoona Dam Road
Cartersville, GA 30120

APPLICATION NC 3
PERIOD TO: 08/20/18
PROJECT NOS.:

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐ ENGINEER

FROM: HAYWARD BAKER INC.
515 Nine North Court
Alpharetta, GA 30004-2961

VIA ARCHITECT:

CONTRACT DATE: 05/22/18

CONTRACT FOR: "Wall Support and Pipe Support Micropiles"

CONTRACTOR'S APPLICATION FOR PAYMENT

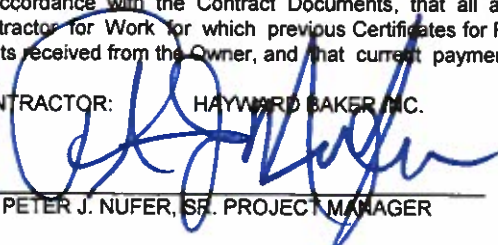
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$486,820.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$486,820.00
4. TOTAL COMPLETED & STORED TO DATE	\$530,418.25
(Column G on G703)	
5. RETAINAGE:	
a. 10 % of Completed Work	\$53,041.83
(Columns D + E on G703)	
b. 0 % of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of G703)	\$53,041.83
6. TOTAL EARNED LESS RETAINAGE	\$477,376.43
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$279,563.40
8. CURRENT PAYMENT DUE	\$197,813.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$9,443.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: HAYWARD BAKER INC.

By: 
PETER J. NUFFER, SR. PROJECT MANAGER

Date: 08/15/18

State of: GEORGIA
County of: FORSYTH
Subscribed and sworn to before
me this day of 20__

Notary Public:
My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Notice of Non-Payment: An interest charge of 1 1/2 percent per month will be added to invoice amounts not paid within 30 days from date of invoice. All costs of collection, including attorney's fees and court costs, will be added to unpaid invoice amounts.

Item # 23

CONTINUATION SHEET

AIA DOCUMENT G703

HBI INVOICE # 250735-3

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest cent.

Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NO.: 3

APPLICATION DATE: 08/15/18

PERIOD TO: 08/20/18

ARCHITECT'S PROJECT NO.: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)		
1	Mobilization & Design	\$75,000.00	\$75,000.00			\$75,000.00	100.0%	\$0.00	\$7,500.00
2	P&P Bonds	\$5,000.00	\$5,000.00			\$5,000.00	100.0%	\$0.00	\$500.00
3	Wall Support Grade Beam	\$77,500.00		\$77,500.00		\$77,500.00	100.0%	\$0.00	\$7,750.00
4	Wall Support Micropiles at \$98/LF	\$148,960.00		\$130,732.00		\$130,732.00	87.8%	\$18,228.00	\$13,073.20
5	Pipe Support Micropiles at \$82/LF	\$162,360.00	\$212,626.00			\$212,626.00	131.0%	-\$50,266.00	\$21,262.60
6	Pipe Support Pile Caps at \$1,800/EA	\$18,000.00	\$18,000.00			\$18,000.00	100.0%	\$0.00	\$1,800.00
<u>Additional Unit Price Items</u>									
7	Stand-by / Delay Time at \$850/Hr/Rig COR No 2			\$6,800.00		\$6,800.00		-\$6,800.00	\$680.00
8	COR No 1 - Wall Support Redesign			\$4,760.25		\$4,760.25		-\$4,760.25	\$476.03
		\$486,820.00	\$310,626.00	\$219,792.25	\$0.00	\$530,418.25	109.0%	-\$43,598.25	\$53,041.83

HAYWARD BAKER INC.
 CARTERSVILLE WTP HSPS #2
 CARTERSVILLE, GA

Last Update 14-Aug-18

**JOB SUMMARY
 FOUNDATION MICROPILES**

	Base #	Total	%	Total	Total	Bags of	Bags	Average
	<u>of Piles</u>	<u>Installed</u>	<u>Complete</u>	<u>Feet</u>	<u>Length</u>	<u>Cement</u>	<u>Over 2x</u>	<u>Depth</u>
Micropiles - Wall Support	19	19	100.0%	1334.0	1334.0	715	696	70.2
Micropiles - Pipe Support	22	22	100.0%	2593.0	2593.0	561	--	117.9
Totals	41	41	100.0%	3927	3927	1276	696	95.8

Notes: 16-May-18 Create Pile Spreadsheet; Base # of Piles is 41
 20-Jun-18 Updated for Invoice #1 (3 PS piles; 303 LF)
 20-Jul-18 Updated for Invoice #2 (22 PS piles; 2593 LF)
 14-Aug-18 Updated for Invoice #3 with FINAL QUANTITIES

HAYWARD BAKER INC.
 CARTERSVILLE WTP HSPS #2
 CARTERSVILLE, GA

Page 1 of 2

Last Update 14-Aug-18

**MICROPILES
 WALL SUPPORT PILES**

Pile No.	Pile Type	Batter Angle	Date Drilled	Depth to Rock	Feet of Casing	Feet of #11 Bar	Total Pile Length	# Bags Grout	Date Grouted	Remarks
1	7" Wall Support	2 Degree	24-Jul-18	62.0	62		62.0	60.0	02-Aug-18	
2	7" Wall Support	25 Degree	25-Jul-18	75.0	75		75.0	35.0	02-Aug-18	
3	7" Wall Support	2 Degree	2-Aug-18	70.0	70		70.0	30.0	02-Aug-18	
4	7" Wall Support	25 Degree	3-Aug-18	75.0	75		75.0	35.0	03-Aug-18	
5	7" Wall Support	2 Degree	3-Aug-18	70.0	70		70.0	65.0	03-Aug-18	
6	7" Wall Support	25 Degree	3-Aug-18	75.0	75		75.0	35.0	03-Aug-18	
7	7" Wall Support	2 Degree	4-Aug-18	70.0	70		70.0	35.0	04-Aug-18	
8	7" Wall Support	25 Degree	4-Aug-18	75.0	75		75.0	40.0	04-Aug-18	
9	7" Wall Support	2 Degree	4-Aug-18	70.0	70		70.0	35.0	04-Aug-18	
10	7" Wall Support	25 Degree	6-Aug-18	75.0	75		75.0	35.0	06-Aug-18	
11	7" Wall Support	2 Degree	6-Aug-18	61.0	61		61.0	35.0	06-Aug-18	
12	7" Wall Support	25 Degree	31-Jul-18	75.0	75		75.0	35.0		
13	7" Wall Support	2 Degree	30-Jul-18	64.0	64		64.0	35.0	31-Jul-18	
14	7" Wall Support	25 Degree	30-Jul-18	75.0	75		75.0	35.0	30-Jul-18	
15	7" Wall Support	2 Degree	30-Jul-18	66.0	66		66.0	35.0	30-Jul-18	
16	7" Wall Support	25 Degree	30-Jul-18	75.0	75		75.0	35.0	30-Jul-18	
17	7" Wall Support	2 Degree	26-Jul-18	56.0	56		56.0	35.0	26-Jul-18	
18	7" Wall Support	25 Degree	26-Jul-18	75.0	75		75.0	30.0	26-Jul-18	
19	7" Wall Support	2 Degree	25-Jul-18	70.0	70		70.0	35.0	26-Jul-18	

Total Feet	Total Bags of Cement	# Piles Installed	Bags over 2x	% Complete	Average Length
1334.0	715.0	19	696	100.0%	70.2
Piles Remaining		0			

HAYWARD BAKER INC.
 CARTERSVILLE WTP HSPS #2
 CARTERSVILLE, GA

Page 2 of 2

Last Update 14-Aug-18

**MICROPILES
 PIPE SUPPORT PILES**

Pile No.	Pile Type	Batter Angle	Date Drilled	Depth to Rock	Feet of Casing		Total Pile Length	# Bags Grout	Date Grouted	Remarks
1	5.5" Pipe Support	Vertical	27-Jun-18	199.0	204		204.0	30.0	04-Jul-18	5' of rock
2	5.5" Pipe Support	Vertical	23-Jun-18	178.0	185		185.0	30.0	23-Jun-18	8' of rock
3	5.5" Pipe Support	Vertical	20-Jun-18	94.0	104		104.0	20.0	23-Jun-18	
4	5.5" Pipe Support	Vertical	21-Jun-18	93.0	104		104.0	20.0	23-Jun-18	
5	5.5" Pipe Support	Vertical	18-Jun-18	64.0	74		74.0	45.0	19-Jun-18	
6	5.5" Pipe Support	Vertical	18-Jun-18	105.0	115		115.0	23.0	19-Jun-18	
7	5.5" Pipe Support	Vertical	13-Jul-18	83.0	88		88.0	15.0	13-Jul-18	
8	5.5" Pipe Support	Vertical	14-Jul-18	82.0	87		87.0	25.0	16-Jul-18	
9	5.5" Pipe Support	Vertical	13-Jul-18	89.0	96		96.0	20.0	13-Jul-18	
10	5.5" Pipe Support	Vertical	16-Jul-18	89.0	95		95.0	20.0	16-Jul-18	
11	5.5" Pipe Support	Vertical	20-Jun-18	121.0	129		129.0	15.0	23-Jun-18	8' of rock
12	5.5" Pipe Support	Vertical	19-Jun-18	104.0	114		114.0	23.0	19-Jun-18	
13	5.5" Pipe Support	Vertical	10-Jul-18	118.0	123		123.0	25.0	10-Jul-18	
14	5.5" Pipe Support	Vertical	9-Jul-18	100.0	105		105.0	20.0	10-Jul-18	
15	5.5" Pipe Support	Vertical	12-Jul-18	64.0	70		70.0	40.0	12-Jul-18	
16	5.5" Pipe Support	Vertical	11-Jul-18	142.0	147		147.0	25.0	12-Jul-18	
17	5.5" Pipe Support	Vertical	11-Jul-18	98.0	103		103.0	25.0	12-Jul-18	
18	5.5" Pipe Support	Vertical	11-Jul-18	94.0	100		100.0	25.0	12-Jul-18	
19	5.5" Pipe Support	Vertical	25-Jun-18	200.0	205		205.0	30.0	04-Jul-18	5' of rock
20	5.5" Pipe Support	Vertical	25-Jun-18	94.0	104		104.0	40.0	04-Jul-18	
21	5.5" Pipe Support	Vertical	3-Jul-18	78.0	78		78.0	20.0	04-Jul-18	
22	5.5" Pipe Support	Vertical	3-Jul-18	158.0	163		163.0	25.0	04-Jul-18	

Total Feet	Total Bags of Cement	# Piles Installed	Bags over 2x	% Complete	Average Length
2593.0	561.0	22	--	53.7%	117.9
Piles Remaining		0			

From: Sol Construction LLC
 4120 Presidential Parkway, Suite 115
 Atlanta, GA 30340

Proposal for Modification No. 03

To Owner		Cartersville Water Department City of Cartersville, GA PO Box 1390 148 Walnut Grove Road Cartersville, GA 30120		Via	Ahmed Annaim, PE Weideman & Singleton, Inc. 3091 Governors Lake Drive Suite 430 Norcross, GA 30071
Project	Water Treatment Plant High Service Pump Station Rehabilitation (HSPS #2), W&S Project #027-16-122				
Date:	September 5, 2018				
Drawings	Electrical - E.02		Specifications	16000	
Short Description	New Feeder & Duct Bank from Road to 2400 volt Switchgear in Pump Station				

Description of change:

Robinson Electrical Contractors:

1. Intercept existing feeder duct bank at road & install new 4 way duct bank from road to 2400 volt switchgear in Pump Station

Amount of change	\$16,295.00
-------------------------	--------------------

This amount is within the amount of the owner's allowances.

Submitted by:

Approved by City of Cartersville:

 Jose E. Suarez, "Kiko". Sol Construction

 Name:

 Date:

 Name:

 Date:

 Name:

 Date:

Project:	Water Treatment Plant High Service Pump Station Rehabilitation (HSPS #2), W&S Project #027-16-122
Change Order request no:	3
Date:	9/5/2018
Description:	New Feeder & Duct Bank from Road to 2400 volt Switchgear in Pump Station

Recap

Item	Description	Unit	Quantity	Unit Price	Extension
1					\$16,295
2					
3					
4					
5					
6					
7					
8					
				Total	\$16,295

Days

Sol Construction
Atlanta, GA

Project:		Water Treatment Plant High Service Pump Station Rehabilitation (H)			
Change Order request no:		3			
Date:		9/5/2018			
Description:		New Feeder & Duct Bank from Road to 2400 volt Switchgear in Pum			
Item No	1	Description:			
Unit		Quantity		Unit Price	
Materials		Unit	Quantity	Unit Price	Extension
					\$0
					\$0
					\$0
					\$0
					\$0
				Subtotal	\$0
				Tax	7% \$0
				Materials	\$0
Equipment Rental		Unit	Quantity	Unit Price	Extension
					\$0
					\$0
					\$0
				Subtotal	\$0
				Tax	7% \$0
Equipment Rental					\$0
Labor		Unit	Quantity	Unit Price	Extension
Superintendent		HR		\$85.00	
Equipment Operator		HR		\$45.00	
Tech I		HR		\$35.00	
Tech II		HR		\$30.00	
Field Engineer		HR		\$55.00	
				Subtotal	\$0
				Labor	\$0
Subcontracted Work		Unit	Quantity	Unit Price	Extension
Robinson Electrical		LS	1.00	\$15,519	\$15,519
				Subcontract	\$15,519
Additional Days		0			
Subtotal material, labor and equipment					\$0
Contractor's Mark Up (M, L, E)					10% \$0
Subtotal Subcontractor's work					\$15,519
Contractor's Mark Up (sub)					5% \$776
Subtotal					\$16,295
Total					\$16,295

Robinson Electrical Contractors, Inc.

125 Levi Patterson Road
Waco, GA 30182

Phone: 770-574-2174
Fax: 770-574-9137

August 31, 2018

SOL Construction
Attn: Kiko Suarez

Ref: Cartersville WTP

Dear Kiko,

We propose to furnish materials, labor, tools & supervision to install the electrical work for the above referenced project.

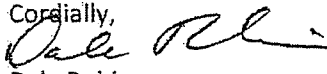
Our price is based on the following conditions.

1. Intercept existing feeder duct bank at road & install new 4 way duct bank from road to 2400 volt switchgear in pump building.

Our price for this work will be \$15,519.00

Thank you for the opportunity to submit a price on this project. If you have any questions please call.

Cordially,



Dale Robinson
President

From: Sol Construction LLC
 4120 Presidential Parkway, Suite 115
 Atlanta, GA 30340

Proposal for Modification No. 04

To Owner		Cartersville Water Department City of Cartersville, GA PO Box 1390 148 Walnut Grove Road Cartersville, GA 30120		Via	Ahmed Annaim, PE Weideman & Singleton, Inc. 3091 Governors Lake Drive Suite 430 Norcross, GA 30071
Project	Water Treatment Plant High Service Pump Station Rehabilitation (HSPS #2), W&S Project #027-16-122				
Date:	September 5, 2018				
Drawings	Electrical - E.02		Specifications	16000	
Short Description	New Cables from MH to Switchgear; Splice at MH				

Description of change:

Robinson Electrical Contractors:

1. Furnish & Install new 750 MCM 5 kv cable from existing manhole to switchgear in Pump Station - 9 cables
2. Splice new cables & existing cable in existing manhole
3. Terminate new cables in switchgear in Pump Station
4. High Pot Test cables after splice & terminations are complete

Amount of change	\$56,323.00
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This amount is within the amount of the owner's allowances.

Submitted by:

Approved by City of Cartersville:

 Jose E. Suarez, "Kiko". Sol Construction

 Name:

 Date:

 Name:

 Date:

 Name:

 Date:

Project:		Water Treatment Plant High Service Pump Station Rehabilitation (HSPS #2), W&S Project #027-16-122			
Change Order request no:		4			
Date:		9/5/2018			
Description:		New Cables from MH to Switchgear; Splice at MH			
Recap					
Item	Description	Unit	Quantity	Unit Price	Extension
1					\$56,323
2					
3					
4					
5					
6					
7					
8					
				Total	\$56,323
Days					

Sol Construction
Atlanta, GA

Project:		Water Treatment Plant High Service Pump Station Rehabilitation (H3			
Change Order request no:		4			
Date:		9/5/2018			
Description:		New Cables from MH to Switchgear; Splice at MH			
Item No	1	Description:			
Unit		Quantity		Unit Price	
Materials		Unit	Quantity	Unit Price	Extension
					\$0
					\$0
					\$0
					\$0
					\$0
				Subtotal	\$0
				Tax	7% \$0
				Materials	\$0
Equipment Rental		Unit	Quantity	Unit Price	Extension
					\$0
					\$0
					\$0
				Subtotal	\$0
				Tax	7% \$0
Equipment Rental					\$0
Labor		Unit	Quantity	Unit Price	Extension
Superintendent		HR		\$85.00	
Equipment Operator		HR		\$45.00	
Tech I		HR		\$35.00	
Tech II		HR		\$30.00	
Field Engineer		HR		\$55.00	
				Subtotal	\$0
				Labor	\$0
Subcontracted Work		Unit	Quantity	Unit Price	Extension
Robinson Electrical		LS	1.00	\$53,641	\$53,641
				Subcontract	\$53,641
Additional Days		0			
Subtotal material, labor and equipment					\$0
Contractor's Mark Up (M, L, E)					10% \$0
Subtotal Subcontractor's work					\$53,641
Contractor's Mark Up (sub)					5% \$2,682
Subtotal					\$56,323
Total					\$56,323

Robinson Electrical Contractors, Inc.

125 Levi Patterson Road
Waco, GA 30182

Phone: 770-574-2174
Fax: 770-574-9137

August 31, 2018

SOL Construction
Attn: Kiko Suarez

Ref: Cartersville WTP

Dear Kiko,

We propose to furnish materials, labor, tools & supervision to install the electrical work for the above referenced project.

Our price is based on the following conditions.

1. Furnish & install new 750 MCM 5 kv cable from man-hole to switch gear in pump building.
Total of 9 cables.
2. Splice new cables & existing cable in man-hole.
3. Terminate new cables in switchgear in pump building.
4. High pot test cables after splices & terminations are complete.

Our price for this work will be \$53,641.00

Thank you for the opportunity to submit a price on this project. If you have any questions please call.

Cordially,



Dale Robinson
President



City of Cartersville

City Council Meeting

9/20/2018 9:00:00 AM

GDOT Letter of Verification - Leake Mounds-Etowah RiverWalk Link

SubCategory:	Other
Department Name:	Parks and Recreation
Department Summary Recommendation:	Correspondence was received from GDOT regarding project CSTEE-0008-00 (067) (Leake Mounds-Etowah RiverWalk Link) requiring verification of "Final Statement of Quantities". This letter was given to City Finance Director for review and verification that the \$1,610,000.00 in grant money has been received and quantities and dollar amounts are correct. I recommend that Council authorize Mayor Santini to sign the letter verifying the Final Statement of Quantities from GDOT.
City Manager's Remarks:	Your approval to allow the Mayor to sign the letter of verification is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

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

August 31, 2018
CERTIFIED MAIL NO: 9171 9690 0935 0151 3037 81
RETURN RECEIPT REQUESTED

Honorable Matt Santini
Mayor City of Cartersville
P. O. Box 1390
Cartersville, Ga. 30120-1390

Re: Project# CSTE-0008-00 (067)
CID# E3OSA1601693-0
PI# 0008067

FINAL STATEMENT OF QUANTITIES

Dear Sir or Madam:

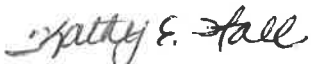
Enclosed is the Final Statement of Quantities for the above referenced project. In accordance with Specification Section 109.08, you will be afforded one review period of thirty-five (35) days from the receipt of this Statement of Final Quantities for review and approval. Any adjustments will be resolved by the District Engineer or in case of a dispute referred to the Chief Engineer.

After your approval of the Final Statement of Quantities, or after the expiration of the thirty-five (35) days, or after a final ruling on disputed items by the Chief Engineer, the Final Statement will be certified to the Treasurer by the Chief Engineer, stating that the project has been accepted and the quantities and amounts of money shown therein are correct, due and payable.

Please respond to the verification of final quantities to: Georgia Department of Transportation, Attn: Contracts Administration, P. O. Box 10, Cartersville, GA. 30120-0010.

Yours very truly,

For: W. Grant Waldrop, P.E.
District Engineer

By: 
Kathy E. Hall
District Contracts Manager

WGW: KEH: bah
Enclosure
CC: Area Engineer

Item # 24

RPT ID : RCACONST

Georgia

Date: 08/01/2018

USER ID : c0004338

Department of Transportation

Page: 1 of 1

CONTRACT STATUS REPORT

By Contract

Contract ID: E3OSA1601693-0

Fed State Project Number: CSTEE-0008-00(067)

Vendor ID: 5CA780

Current Status: Active

Vendor Name: CITY OF CARTERSVILLE

Location : CONSTRUCTION OF LEAKE MOUNDS-ETOWAH RIVERWALK LINK.

County: Bartow

Division: 7

District: 6

Area: 01

Work Type: ENHANCEMENT

Time Charges Type: COMPLETION DATE

Schedule Type:

Retainage Pct: 0

Bid Days: 297

Current Days: 478

Remaining Days: 470

Adjusted Days: 181

Charged Days: 8

Pct Cmplt(Time): 1.67

Date Let: 01/01/2016

Open to Traffic: 07/18/2018

Original Completion: 12/31/2017

Notice to Proceed: 03/10/2017

Work Complete: 00/00/0000

Current Completion: 06/30/2018

Work Began: 03/03/2017

Substantial Complete: 06/18/2018

CURRENT CONTRACT AMOUNTS

Bid: \$750,000.00	Installed: \$1,610,000.00	Liq Damages: \$0.00
Approved CO: \$860,000.00	Over/Under \$0.00	Subcontract: \$0.00
Current: \$1,610,000.00	Paid to Date: \$1,610,000.00	Tot Retainage: \$0.00
Pend CO: \$0.00	Pend Paid: \$0.00 ✓	Paymnt Retain: \$0.00
Anticipated: \$1,610,000.00	Remaining: \$0.00	Securities Ret: \$0.00
Pos Adjmnt: \$0.00	Neg adjmnt: \$0.00	Escrow Retain: \$0.00

CURRENT PROJECT BREAKDOWN

Project ID	Bid Amount	Approved CO Amt	Installed Amount	Pct Cmplt(\$)
0008067.E300	\$750,000.00	\$860,000.00	\$1,610,000.00 ✓	100.00%

RPT-ID: RCAITQTY

Georgia

DATE: 8/1/2018

USER: c0004338

Department of Transportation

PAGE: 1 of 1

Contract ID: E3OSA1601693-

ITEM QUANTITY REPORT

Line Nbr	Status Type	Bid Quantity	Unit Price	Original Amt	Net C O Qty	Qty Instl To Date	Qty Paid To Date	Final Quantity	Final Amount
-------------	----------------	-----------------	---------------	-----------------	----------------	----------------------	---------------------	-------------------	-----------------

Project Number: 0008067.E3000

Itm Cd: 001-9996 Description : TRANSPORTATION ENHANCEMENT ACTIVITY - LIMITED Unit Type: N

Supp Desc1: - CONTRACT AMT SHOWN IN SM IS 80% OF BID

Supp Desc2: AMT OR MAX FED PART AMT IN CONTRACT

0005	Active	750000.00	1.00000	750,000.00	60,000.000	1,610,000.000	1,610,000.000	0.000	1,610,000.000
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Qty Reported to Date: 1610000 Qty Authorized to Date: 1610000

Project Totals	Original Amount:	750,000.00	Final Amount:	1,610,000.000
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City of Cartersville

O F F I C E O F T H E M A Y O R

September 20, 2018

Georgia Department of Transportation
Attention: Contracts Administration
P.O. Box 10
Cartersville, GA 30120-0010

RE: Final Statement of Quantities
Project# CSTEE-0008-00 (067)
CID# E3OSA1601693-0
PI# 0008067

Dear Mr. Waldrop and Ms. Hall,

The City of Cartersville accepts the Final Statement of Quantities received from the Georgia Department of Transportation in your certified letter dated August 31, 2018. The City of Cartersville Finance Director has verified the quantities included in your correspondence. The trail project is complete and our community is enjoying it.

Respectfully,

Matthew J. Santini

Attest: _____
Meredith Ulmer, City Clerk



"Providing dependable service while preserving an exceptional quality of life."

P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120
Telephone: 770-387-5684 • Fax: 770-386-5841 • www.cityofcartersville.org



Item # 24