



City of Cartersville

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 6/7/2018
Work Session – 6:00PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda**A. Council Meeting Minutes**

1. May 17, 2018 (Pages 1 - 8)

[Attachments](#)

B. Public Hearing - 2nd Reading of Zoning/Annexation Requests

1. T18-04, Electronic Sign boundary revision for West Ave. Applicant: Trinity UMC. Text Amendment to Chapter 20, Article II, Sign Ordinance, Sec. 20-25, Freestanding Signs. (Pages 9 - 21)

[Attachments](#)

C. First Reading of Ordinances

1. Amendment to Utilities Ordinance Regarding Water/Sewer Rates (Pages 22 - 27)

[Attachments](#)

2. Budget Ordinance for the Fiscal Year 2018-19 (Pages 28 - 30)

[Attachments](#)

D. Resolutions

1. MEAG Updates to Bonds and Auditing Procedures (Pages 31 - 32)

[Attachments](#)

E. Contracts/Agreements

1. City Manager Employment Agreement (Pages 33 - 49)

[Attachments](#)

2. Leake Mounds-Etowah RiverWalk Link - GDOT Project Close-Out (Pages 50 - 54)

[Attachments](#)

3. Soil Test Borings & Reporting for Willams/Transco Dalton Expansion Delivery Point (Pages 55 - 69)

[Attachments](#)

4. Site Grading & Permitting Design Services (Williams/Transco) (Pages 70 - 74)

[Attachments](#)

F. Bid Award/Purchases

1. Telenet Systems Equipment (Pages 75 - 76)

[Attachments](#)

2. Replacement Shell Cutters for Tapping Machine (Pages 77 - 80)

[Attachments](#)

3. Septic Receiving Pit Valve Vault (Pages 81 - 83)

[Attachments](#)

4. Streaming Current Monitor (Pages 84 - 87)

[Attachments](#)

5. Evoqua Service Technician (Pages 88 - 92)

[Attachments](#)

G. Certification

1. Stormwater Management Program Certification (Pages 93 - 95)

[Attachments](#)

H. Other

1. Election Results - SPLOST and Redevelopment Powers Approved (Pages 96 - 98)

[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
6/7/2018 7:00:00 PM
May 17, 2018

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes from the May 17, 2018 meeting have been uploaded for your review.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
May 17, 2018
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

The City Council met in Regular Session with Calvin Cooley, Mayor Pro Tem presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, City Attorney.

Absent: Matt Santini, Mayor

II. Regular Agenda

A. Council Meeting Minutes

1. May 3, 2018

A motion to approve the May 3, 2018 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0.

B. Proclamations

1. National Safe Boating Week

Mayor Pro Tem Cooley presented the National Safe Boating Week proclamation.

2. National Foster Care Month

Mayor Pro Tem Cooley presented the National Foster Care Month proclamation.

C. Appointments

1. Board of Zoning Appeals

Randy Mannino, Planning and Development Department Head came forward and stated Board of Zoning Appeals member Lamar Pendley's term is to expire soon, and if Council approves it his position is recommended for reappointment.

Motion to reappoint Lamar Pendley to the Board of Zoning Appeals was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Cartersville-Bartow Library Board

Sam Grove, City Manager stated Ginny Weaver's term on the Cartersville-Bartow Library Board will expire June 30th this year. Randi Sonenshine will take Ms. Weaver's place on the Board if Council approves; her term will expire June 30, 2021.

Motion to approve Randi Sonenshine to replace Ginny Weaver on the Cartersville-Bartow Library Board was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

D. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. T18-04, Electronic Sign boundary revision for West Ave. Applicant: Trinity UMC. Text Amendment to Chapter 20, Article II, Sign Ordinance, Sec. 20-25, Freestanding Signs.

Mr. Mannino stated Trinity United Methodist Church, Applicant, 814 West Avenue, would like to replace their existing monument sign with an electronic monument sign. The new sign would be located on the western half of the West Avenue property frontage. Currently, electronic signs are not allowed east of the Henderson Drive intersection at West Avenue. The purpose of the text amendment is to extend the boundary limits 500 ft. east from the Henderson Drive intersection to allow for electronic freestanding signs on West Avenue. Planning Commission recommends approval.

This is a first reading and no action is required at this time.

E. Contracts/Agreements

1. Amendment to MEAG Power Sales Contracts

Derek Hampton, Assistant Electric Department Head stated MEAG Power, who supplies the City of Cartersville with wholesale power, is asking that the City of Cartersville approve an Amendment to Power Sales Contracts.

The changes are to eliminate the Comprehensive Engineering Report (CFR). MEAG Bond Holders had originally stated that the financial information contained in the CFR was needed to satisfy their requirements. In 2017 the Bond Holders agreed that the CFR information is no longer needed because the information is now also contained in the MEAG Annual

Information Statement (AIS). The checks and balances for completing the AIS include review and acceptance by MEAG Management and external auditors.

With the elimination of the CFR, MEAG POWER will be able to reduce their expenditures by \$100,000.00. The overall savings will be passed down to its customers.

Cartersville Electric System is requesting that Council authorize the Mayor and City Clerk to sign the Amendment to Power Sales Contracts.

A motion to approve the amendment to the MEAG Power Sales Contracts was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

2. Williams/Transco Field Assessment

Michael Hill, Assistant Gas Department Head stated a field assessment for the Transco/Williams Expansion is required prior to the site completion. Tupelo Ecological Aspects, Inc. of Rome has bid this at \$1,250.00. TEA has completed numerous assessments for the City and Mr. Hill recommended approval of TEA to perform this assessment.

A motion to approve the Williams/Transco Field Assessment was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

3. IGA with Bartow County

Dan Porta, Assistant City Manager stated Douthit Ferry Road between State Route 61/113 and Old Alabama Road is in need of repaving. Unfortunately, with the delay in the widening of Douthit Ferry Road, this work needs to take place before the widening project which is several years away. Since the road is in both the City and Bartow County jurisdiction, staff has talked with Bartow County about funding some of the repaving expense. Based on the linear feet that falls in the County, the City estimated the County cost to be \$90,000 and the City's cost for our part of Douthit Ferry Road is \$120,000.

The agreement in the Intergovernmental Agreement is for the City to pay Bartow County \$120,000 from 2014 SPLOST funds and Bartow County will use their labor forces to repave this road from State Route 61/113 to Old Alabama Road. Their plans are to pave this road while schools are out for the summer. Mr. Porta recommended approval of this agreement.

A motion to approve the Intergovernmental Agreement with Bartow County was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

4. Construction Manager At Risk Agreement for Fire Station #3

Mr. Porta stated a Request for Proposal (RFP) was posted and 3 bids were received by the deadline. The Evaluation Committee of Chief Scott Carter, Deputy Chief Ray King, City Engineer Wade Wilson and Dan Porta evaluated the bids and interviewed 2 companies. Based on

the information received and checking references, the Evaluation Committee recommends entering into a contract for Construction Manager At Risk services with Abuck Construction out of Mableton.

If approved, the recommendation would be to authorize the Mayor and City Clerk to sign the contract documents once they have been approved by the City Manager and City Attorney.

A motion to approve Construction Manager at Risk Agreement for Fire Station #3 was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

5. CHP Business Associates Agreement

Mr. Porta stated the City Council has previously approved an agreement with Corporate Health Partners for a wellness program for City employees. As part of the original agreement with Corporate Health Partners, an additional Business Associates Agreement needs to be signed by the Mayor and City Clerk. This agreement is recommended for your approval.

A motion to approve CHP Business Associates Agreement was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

6. Conference Center Architectural Agreement

Mr. Porta stated the Convention & Visitor's Bureau (CVB) Board has approved a quote from Lyman, Davidson & Dooley (architectural firm) to provide preliminary architectural work for future expansion at the Clarence Brown Conference Center so they can move forward with additional parking that will be necessary due to the conference center hotel. The CVB would like to use Tourism Product Development funds, but approval is needed from the City and Bartow County in order to use those funds. In order to continue to host more events, additional hotel space, especially adjacent to the Conference Center is needed, therefore, I recommend approval to use Tourism Product Development Funds from the city's hotel/motel tax collections to hire Lyman, Davidson & Dooley.

A motion to approve Conference Center Architectural Agreement was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

7. Pond & Company Construction Administration Agreement

Mr. Porta stated Pond & Company was the architectural/engineering firm that was selected in February 2017 by the seven member Review Committee (Gary R., Michael H., Brian F., Tamara B., Bill T., Wade W., Dan P.) for the new Gas Department headquarters, Storage Building, Fuel Station and Recreation Pond to be located at 155 Old Mill Road.

When the original architectural/engineering services agreement was submitted to the City Council, it included the pre-design work through completion of the building and civil plans at a cost of \$472,500 plus an additional \$75,000 for some construction administration services.

With the construction phase having started, a definitive agreement from Pond & Company for construction administration services is recommended for your approval in the amount of \$75,000.

A motion to approve Pond & Company Construction Administration Agreement was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

F. Bid Award/Purchases

1. Travelers Insurance Invoice

Mr. Porta stated the City has received a Travelers Insurance invoice for deductibles for three different property and casualty insurance claims. The total amount due is \$8,202.61 and is recommended for your approval.

A motion to approve the Traveler's Insurance Invoice was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. GMP #2 for Gas Department, Fuel Station, & Recreational Pond

Mr. Porta stated on Wednesday evening (May 9th) Balfour Beatty emailed the Guaranteed Maximum Price (GMP) #2 in the amount of \$5,517,350 for the remainder of the construction costs for the new Gas Department headquarters, fuel station, storage building and recreational pond. I have sent this email to the Committee (Gary R., Michael H., Michael D., Brian F., Tamara B., Luke J., Bill T., Wade W.) to review the GMP numbers from Balfour Beatty. This document is several hundred pages long and the City is working its way through the document to ensure that the City is receiving the best possible cost for this project. Staff has already come up with some areas that savings may be possible and will continue to review the GMP document.

Currently a breakdown of the proposed estimated project costs are:

·Balfour Beatty GMP #1 – Sitework	\$ 3,870,871
·Balfour Beatty GMP #2 – Remainder	\$ 5,517,350
·Pond & Company – original agreement	\$ 547,500
·Pond & Company – additional services	\$ 31,150
·Geo-Hydro Engineers – soil, concrete testing-est	\$ 30,000
·FiberCom – low voltage/cameras estimate	\$ 200,000
·Current Estimated Total Project Costs	\$10,196,871

Due to the fact that Balfour Beatty needs to keep the project moving forward without further delays so the subcontractors can get under contract and scheduled for their specific trades, staff recommends approval of the GMP #2 in the amount of \$5,517,350.

A motion to approve GMP #2 for Gas Department, Fuel Station, & Recreational Pond

was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

3. Computer Network Upgrade

Mr. Porta stated this request is for an upgrade to our core network infrastructure as suggested by the InterDev audit. This hardware is the backbone of the FiberCom network that is responsible for all City/County network and telephone communication as well as all services provided to FiberCom internet customers. The current core infrastructure of our network is around 9 years old. This is a budgeted upgrade and the total proposal of \$89,643.18 is recommended for your approval.

A motion to approve the Computer Network Upgrade was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

G. Change Order

1. High Service Pumps 1 & 2 Replacement – Final Change Order

Bob Jones, Water Department Head stated on January 19, 2017, Council approved the SOL Construction bid in the amount of \$1,531,045.00 to replace two high service pumps at the Water Treatment Plant (WTP). The project was completed in February of this year and the pumps have run through their required test period.

This final adjustment change order is the first and only change order for this project. It reduces the project total to the amount actually spent. This change order reduces the final project cost by \$20,062.82 to \$1,510,982.18. Mr. Jones recommended approval of this change order.

A motion to approve High Service Pumps 1 & 2 Replacement – Final Change Order was made by Council Member Hodge and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0.

H. Monthly Financial Statement

1. March 2018 Financial Report

Tom Rhinehart, Finance Department Head stated the financial report from March 2017 and comparing it to March 2018. Mr. Rhinehart went over changes in expenses, revenues, SPLOST funds, and comparison of each department.

Announcements:

Greg Anderson, Parks and Recreation Department Head came forward to announce once the inspection process is complete the Aubrey Street pool and Dellinger Park pool will be open for the summer.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote: 5-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting

6/7/2018 7:00:00 PM

T18-04, Electronic Sign boundary revision for West Ave. Applicant: Trinity UMC. Text Amendment to Chapter 20, Article II, Sign Ordinance, Sec. 20-25, Freestanding Signs

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Trinity United Methodist Church (Applicant), 814 West Avenue, would like to replace their existing monument sign with an electronic monument sign. The new sign would be located on the western half of the West Avenue property frontage. Currently, electronic signs are not allowed east of the Henderson Drive intersection at West Avenue. The purpose of the text amendment is to extend the boundary limits 500 ft. east from the Henderson Drive intersection to allow for electronic freestanding signs on West Avenue. Planning Commission recommends approval.
City Manager's Remarks:	This item is recommended for City Council approval by the Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor Santini & City Council
 From: Randy Mannino and David Hardegree
 Date: May 3, 2018
 Re: Text Amendment T18-04. Electronic Sign Boundary Revision for West Avenue

Trinity United Methodist Church (Applicant), 814 West Avenue, would like to replace their existing monument sign with an electronic monument sign. The new sign would be located on the western half of the West Avenue property frontage. Currently, electronic signs are not allowed east of the Henderson Drive intersection at West Avenue.

The purpose of the text amendment is to extend the boundary limits 500ft. east from the Henderson Drive intersection to allow for electronic freestanding signs on West Avenue.

The new electronic sign location is approximately 380 ft. from the centerline of the Henderson Drive/ West Avenue intersection.

Currently, the church has two freestanding signs near it's driveway on West Ave and both are outside the proposed 500ft extension. Ingles grocery store has one freestanding sign near its' eastern property line which is outside the proposed extension. A freestanding sign for the Ingles fuel station is located just east of Henderson Dr. and would be within the 500ft. extension. West End Drug Store does not currently have a monument sign, but is eligible for two monument signs- one on West Avenue and one of Henderson Drive.

The nearest residential zoning and land use is the neighborhood at Plymouth Drive and West Avenue. The distance to the nearest residential property line is approx. 1,015ft. from Henderson Drive.

The zoning ordinance sections to be updated and the proposed text amendment are as follows:

Existing Text:

Chapter 20, Article II, Sign Ordinance, Sec. 20-25, Freestanding Signs.

Sec. 20-25(2)(b)

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

Proposed Text Amendment:

15. West Ave. (beginning 500 feet northeast of the intersection with Henderson Dr. as measured from the centerline of Henderson Dr. at West Ave., and running southwest).

Planning Commission Recommendation:
Approved (6-0)

Sec. 20-25. - Freestanding signs.

All signs under this section require a permit.

- (1) *Location.* If a lot has more than one (1) street frontage and a freestanding sign is proposed on each street, then the freestanding sign allowed on each frontage can be no closer to the intersection of said streets than half the distance of the frontage on each street.
- (2) *Electronic freestanding signs.*
 - a. Electronic freestanding signs which are directly illuminated; exhibit animation; blink; change copy; display moving pictures or images; flash; contain light emitting diode (LED); and/or contain liquid crystal display (LCD) shall be prohibited for residential use properties and the downtown business district (DBD).
 - b. Electronic freestanding signs on nonresidential use properties shall be prohibited except when located adjacent to one (1) of the following roads:
 1. Burnt Hickory Rd. (beginning at, and including, the intersection with West Ave. and running north).
 2. Cassville Rd. (beginning at, and including, the intersection with North Erwin St. and running northwest).
 3. Church St. (beginning at, and including the intersection with North Tennessee St. and running east).
 4. Collins Dr.
 5. Douthit Ferry Rd. (beginning at, and including, the intersection with West Ave. and running south until, and including, intersection with Indian Mounds Rd.).
 6. Felton Rd. (beginning at, and including, the intersection with Tennessee St. and running east until, and including, the intersection with US 41).
 7. Gentilly Blvd.
 8. Grassdale Rd. (beginning at, and including, the intersection with US 41 and running north).
 9. Henderson Dr.
 10. Old Mill Rd. (beginning at, and including, the intersection with Henderson Dr. and running west).
 11. State Route 20.
 12. Tennessee St.
 13. US 41 and corresponding frontage roads.
 14. US 411 and corresponding frontage roads.
 15. West Ave. (beginning at, and including, the intersection with Henderson Dr.

and running southwest).

- c. Electronic freestanding signs, including animated illumination or effects; electronic sign; electronic sign, stationary; and/or flashing as defined herein, shall in no case exceed fifty (50) percent of total sign face.
 - d. No more than one (1) electronic freestanding sign may exist on a single lot.
 - e. No electronic freestanding sign may be located within one hundred (100) feet of a single-family residential dwelling.
 - f. Any permit for an electronic freestanding sign shall include a maximum number of displays per cycle for the structure. No more than six (6) displays per minute shall be allowed, and each display shall not change more frequently than once every ten (10) seconds.
 - g. Such displays shall contain static messages only, changed instantaneously, through dissolve or fade transitions, or other subtle transitions that do not have the appearance of moving text or images. In any event, such signs may not have movement, or the appearance of or illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating, or varying of light intensity.
 - h. All such signs shall be programmed to automatically freeze in a single display in the event of a malfunction or computer/system error.
 - i. The planning and development department shall be provided with an on-call contact person and phone number for each permitted electronic freestanding sign. The contact person must have the ability and authority to make immediate modifications to the displays and lighting levels should the need arise. In the event the contact person is unobtainable or unresponsive, the permit holder grants to the planning and development department the authority to access and disable the sign in cases of emergency or when the sign poses a threat to public safety.
- (3) *Nonresidential use properties.* Freestanding signs in all nonresidential use properties except DBD shall comply with the following table of regulations:

FREESTANDING SIGN REGULATIONS FOR NONRESIDENTIAL USE PROPERTIES

Location of Property Frontage	Maximum Number and Size of Sign	Maximum Height of Sign
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- East Main St./State Route 113 (beginning at, and including, U.S. 41 and running east) - State Route 20 - U.S. 41 and corresponding frontage roads - U.S. 411 and corresponding frontage roads - West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest)	One (1) sign on each property frontage with maximum 120 square feet sign area. Freestanding signs on all outparcel lots shall be a maximum of fifty (50) square feet in area and a maximum fifteen (15) feet in height.	20 feet
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- Burnt Hickory Rd. (beginning at, and including, the intersection with West Ave. and running north) - Cassville Rd. (beginning at, and including, the intersection with North Erwin St. and running northwest) - Church St. (beginning at, and including the intersection with North Tennessee St. and running east) - Collins Dr. - Douthit Ferry Rd. (beginning at, and including, the intersection with West Ave. and running south until, and including, the intersection with Pine Grove Rd.) - East Main St. (beginning at, and including, the intersection with Tennessee St. and running east to the intersection with U.S. 41) - Felton Rd. (beginning at, and including, the intersection with Tennessee St. and running east until, and including, the intersection with Roving Rd.) - Gentilly Blvd. - Grassdale Rd. (beginning at, and including, the intersection with U.S. 41 and running north) - Henderson Dr. - Old Mill Rd. (beginning at, and including, the intersection with Henderson Dr. and running west) - Tennessee St.	One (1) sign on each property frontage with maximum fifty (50) square feet sign area. Freestanding signs on all outparcel lots shall be a maximum of fifty (50) square feet in area and a maximum ten (10) feet in height.	15 feet
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All other streets not listed above	One (1) freestanding sign shall be allowed on each property frontage and shall have a maximum sign area of thirty-two (32) square feet.	10 feet
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- (4) *Residential use properties.* Freestanding signs for all residential use properties shall not be directly illuminated, and shall comply with the following tables of regulations:

FREESTANDING SIGN REGULATIONS FOR RESIDENTIAL USE PROPERTIES

Property Frontage Location and Development Type	Maximum Number and Size of Sign	Maximum Height of Sign
Individual lots on all streets	One (1) freestanding sign shall be allowed on each property frontage and shall have a maximum sign area of six (6) square feet	4 feet
Residential subdivisions and/or developments on all streets	Two (2) subdivision or entrance signs per entrance shall be allowed into any subdivision or development and shall have a maximum sign area of thirty-two (32) square feet	6 feet

(Ord. No. 26-12, 5-3-12; Ord. No. 01-15, § 6, 3-5-15)

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

Case Number: T18-04
Date Received: 3/28/18

Public Hearing Dates:

Planning Commission 5/8/18 5:30pm 1st City Council 5/17/18 7:00pm 2nd City Council 6/7/18 7:00pm

APPLICANT INFORMATION

Applicant (printed name)	<u>Trinity United Methodist Church</u>	Office Phone	<u>770-386-1414</u>
Address	<u>814 West Ave</u>	Mobile/ Other Phone	<u>770-314-3145</u>
City	<u>Cartersville</u>	State	<u>GA</u>
Zip	<u>30120</u>	Email	
Representative's printed name (if other than applicant)	<u>MARK A. HARRIS</u>	Phone (Rep)	<u>770-314-3145</u>
		Email (Rep)	<u>MARK@HANDHRENTRE.NET</u>
Representative Signature		Applicant Signature	
Signed, sealed and delivered in presence of:		My commission expires:	

Item # 2

1. Existing Text to be Amended:

Article 20, Section 20-25, Subsection 2.15

Existing Text Reads as Follows: West Avenue (beginning AND including)
the intersection with Henderson Drive AND
Running Southwest

2. Proposed Text:

Proposed Text Reads as Follows: West Avenue (beginning 500
feet Northeast of the intersection with
Henderson Drive AND Running Southwest.

(Continue on additional sheets as needed)

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

3. Reason(s) for the Amendment Request: Trinity United
Methodist Church desires to
purchase and erect a digital
LED sign on the west end of
their West Avenue frontage.

(Continue on additional sheets as needed)

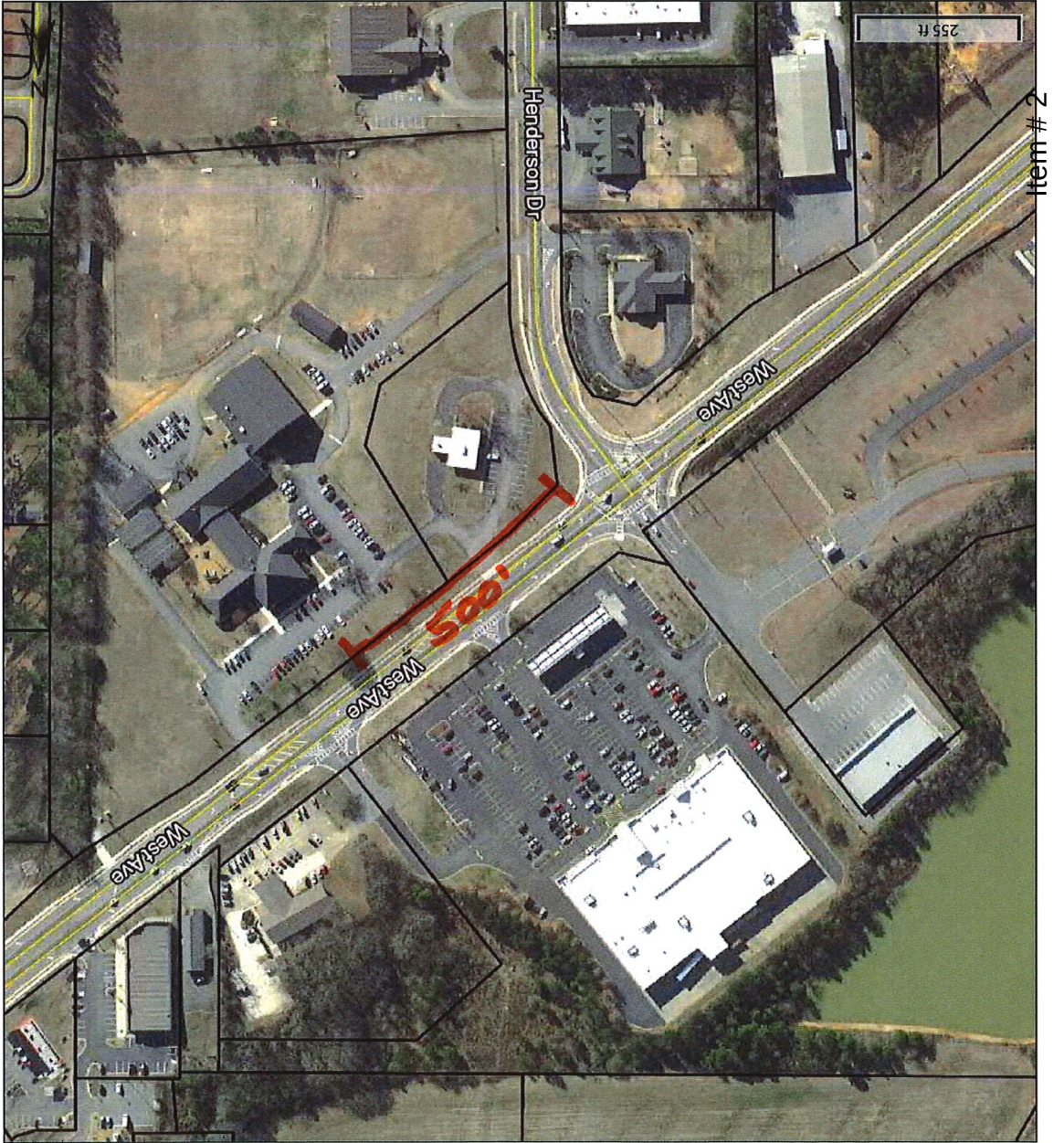
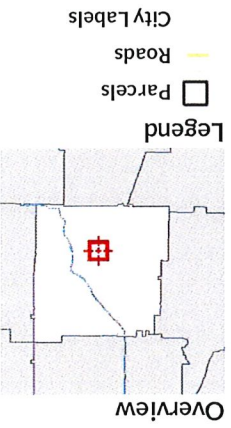
**REQUIREMENTS FOR FILING
AN APPLICATION FOR TEXT AMENDMENT(S)
CITY OF CARTERSVILLE, GA**

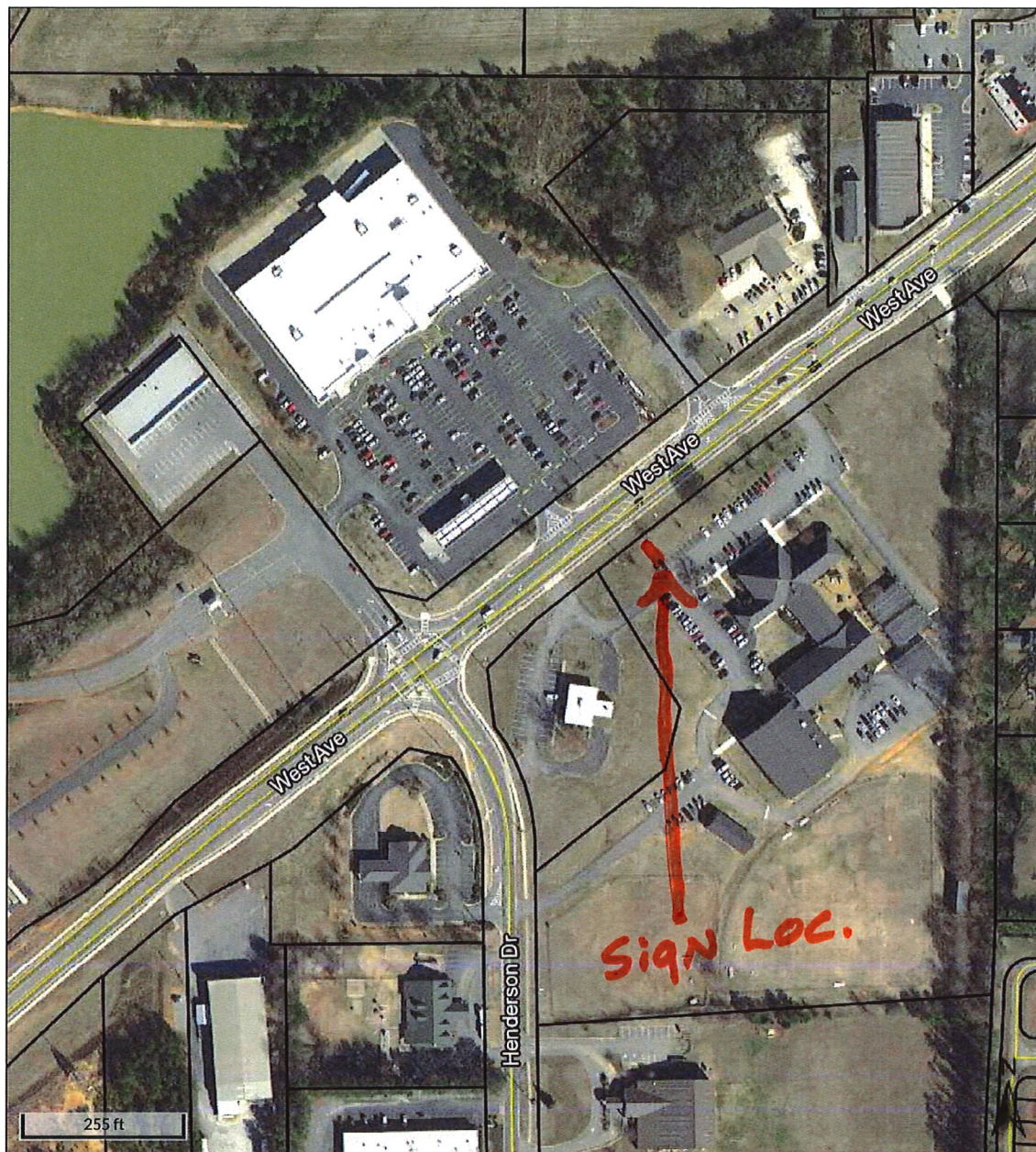
Item # 2

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

Requirements

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





Overview



Legend

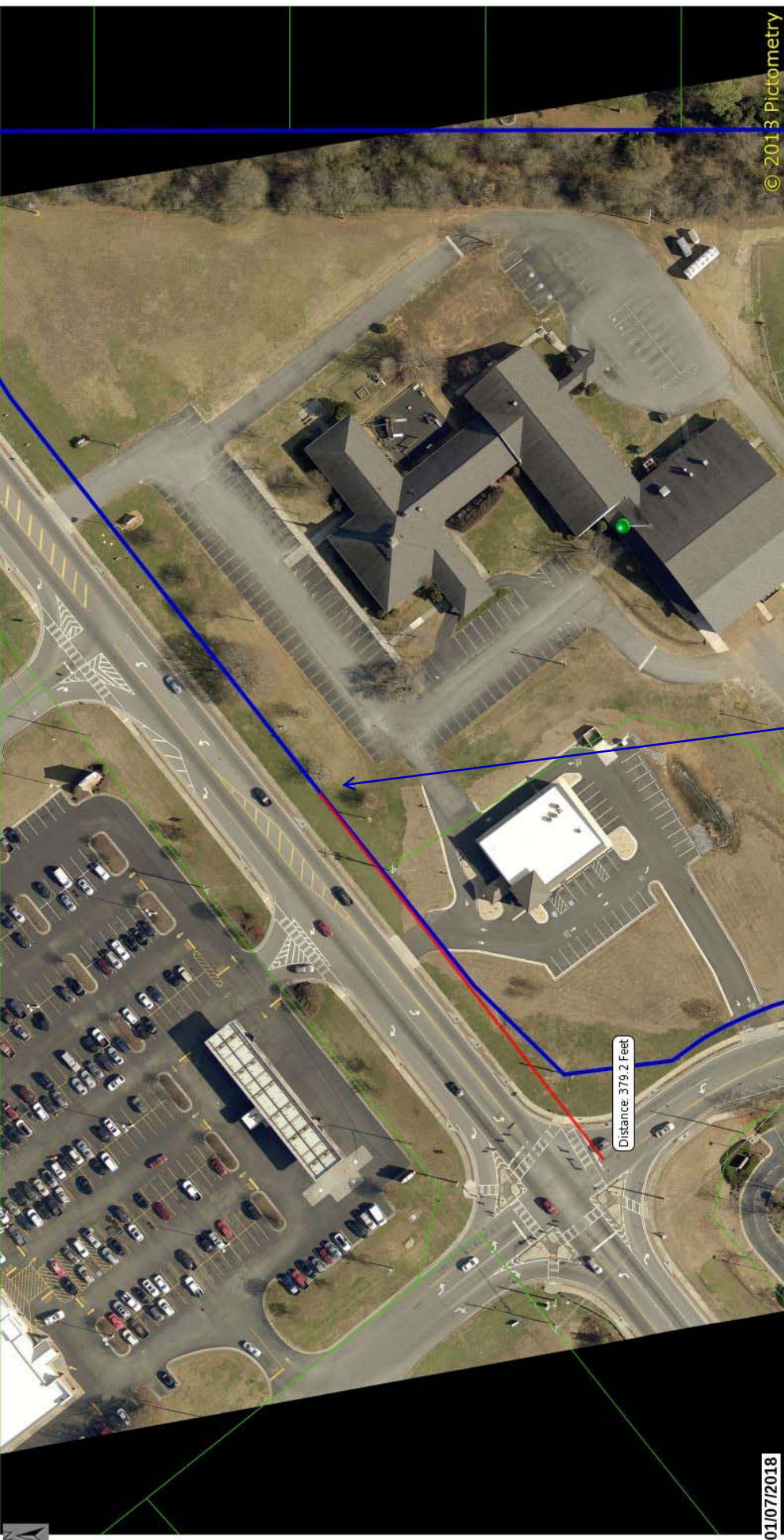
-  Parcels
-  Roads
-  City Labels

Item # 2

Date created: 3/29/2018
Last Data Uploaded: 3/28/2018 8:49:24 PM



Developed by
The Schneider Corporation



© 2013 Pictometry

01/07/2018

Approximate location of
future electronic sign-
Approx. 380ft from
Henderson Dr.
centerline.



City of Cartersville

City Council Meeting

6/7/2018 7:00:00 PM

Amendment to Utilities Ordinance Regarding Water/Sewer Rates

SubCategory:	First Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	The proposed fiscal year 2018-19 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. The increase is as follows: a 7.5% increase in the residential water and sewer rates. The 7.5% increase will allow the water department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equates to \$0.66 per 100 cubic feet used for city residents. The total estimated increase for a residential water and sewer customer is \$2.24 per month on 7000 gallons consumed. With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2018.
City Manager's Remarks:	City Council approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 (a), (b), (c), (d), (e), and (f) Water and Sewage Rate and Section 24-147 (a.) Sewage Rates** is hereby amended by deleting said Section 24-64 (a), (b), (c), (d), (e), and (f), and Section 24-147 (a) in their entirety and replacing them with the following:

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

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 9.45	\$ 16.67
3/4" full flow	\$ 14.18	\$ 24.27
1"	\$ 22.06	\$ 39.43
1 ¼" or 1 ½"	\$ 44.10	\$ 72.79
2"	\$ 85.06	\$150.13
4"	\$157.51	\$293.43
6"	\$245.71	\$424.62
8"	\$315.03	\$586.88
Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$1.95/100 cu. ft.	\$3.76/100 cu. ft.
(b) 9 – 14 consumptions per month	\$3.08/100 cu. ft.	\$3.86/100 cu. ft.
(c) 15 – 19 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(d) 20 + consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters		
	\$3.21/100 cu. ft.	\$4.57/100 cu. ft.
(iii) Irrigation System Meters		
	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(iv) Industrial and All Other Meters		
	\$1.95/100 cu. ft.	\$3.76/100 cu. ft.

(b.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		

5/8" or 3/4"	\$ 9.45	\$ 9.45
3/4" full flow	\$ 14.18	\$ 14.18
1"	\$ 22.06	\$ 22.06
1 ¼" or 1 ½"	\$ 44.10	\$ 44.10
2"	\$ 85.06	\$ 85.06
4"	\$157.51	\$157.51
6"	\$245.71	\$245.71
8"	\$315.03	\$315.03
Plus consumption	\$2.14/100 cu. ft.	\$4.15/100 cu. ft.

(c) Tap Fees—Prior to the issuance of a tap, the following fees are required:					
	(in inches)	Water Tap Inside City	Water Tap Outside City	Sewer Tap Inside City	Sewer Tap Outside City
	¾	\$1,100.00	\$1,200.00	\$950.00	\$1,200.00
	1	1,200.00	1,400.00	1,000.00	1,300.00
	1½	2,200.00	2,400.00	1,150.00	1,600.00
	2	2,500.00	2,700.00	1,200.00	1,900.00
	4	3,000.00	3,200.00	1,775.00	3,050.00
	6	3,500.00	3,700.00	2,150.00	3,800.00
	8	4,000.00	4,200.00	2,620.00	4,740.00
	Multi-unit, per unit	1,100.00	1,200.00	950.00	1,200.00

Other provisions:

For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.

If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d) Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.		
	<i>Water Capacity Fee (in inches)</i>	<i>City</i>
		<i>Outside City</i>

	$\frac{3}{4}$	\$1,020.00	\$930.00
	1	\$1,700.00	\$1,540.00
	1½	\$3,500.00	\$3,090.00
	2	\$5,590.00	\$4,940.00
	3	N/A	\$7,410.00
	4	\$10,100.00	\$9,030.00
	6	\$15,600.00	\$14,450.00
	8	\$20,280.00	\$18,780.00
	multi-unit/per unit	\$1,020.00	\$930.00
	<i>Sewer Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>
	$\frac{3}{4}$	\$1,300.00	\$1,260.00
	1	\$2,160.00	\$2,520.00
	1½	\$4,320.00	\$4,030.00
	2	\$6,910.00	\$8,050.00
	3	N/A	\$10,040.00
	4	\$13,470.00	\$13,050.00
	6	\$20,200.00	\$19,580.00
	8	\$26,260.00	\$25,454.00
	multi-unit/per unit	\$1,300.00	\$1,260.00

Other provisions:

Apartments and hotels per unit calculations.

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

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

- (a) Restaurant;**
- (b) Lounge;**
- (c) Car wash;**

- (d)Lobby;
- (e)Full kitchen (not part of restaurant);
- (f)Linen Laundry;
- (g)Guest Laundry;
- (h)Swimming Pool.

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

All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All patient rooms without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility, or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (¾" water meter equivalent):

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

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
In Inches:		
2	\$ 19.57	\$ 37.67
4	\$ 29.36	\$ 56.51
6	\$ 39.13	\$ 75.36
8	\$ 78.27	\$150.71
10	\$195.66	\$376.77
12	\$293.50	\$565.15

(f)	Fire hydrant flow test.	City	Outside City
		\$250.00	\$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	\$ 9.45	\$ 9.45
3/4" full flow	\$ 14.18	\$ 14.18
1"	\$ 22.06	\$ 22.06
1 ¼" or 1 ½"	\$ 44.10	\$ 44.10
2"	\$ 85.06	\$ 85.06
4"	\$157.51	\$157.51
6"	\$245.71	\$245.71
8"	\$315.03	\$315.03
Plus consumption	\$2.14/100 cu. ft.	\$4.15/100 cu. ft.

This Ordinance shall become effective on July 1, 2017.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the ____ day of June 2017.

ADOPTED this the ____ day of June 2017. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
6/7/2018 7:00:00 PM
Budget Ordinance for the Fiscal Year 2018-19

SubCategory:	First Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	As discussed in the budget work session held on May 1, 2018, the fiscal year 2018-19 budget ordinance is attached. The proposed budget is a balanced budget and increased \$15,204,655 over the fiscal year 2017-18 budget. The budget did change slightly to reflect changes in the general fund and the addition of the Tax Allocation District Fund (Kroger on Main Street) which was left out in error in the May meeting. With these changes being made, the total budget increase equates to a 9.05% increase over the FY 2017-18 budget. The proposed budget includes salary adjustments in all departments, no increase in the city's property tax millage rate, school system funding, no increase in staff, an increase in health insurance premiums for both the city and the employees, and an increase in the residential water and sewer rates. Budget comparison by type for the FY 2019 proposed budget compared to the FY 2018 budget include: personnel expenses increase by \$783,900 (salary adjustments, increase in personnel, and health insurance premiums); operating expenses increased \$5,178,645; purchase of commodities increased by \$1,048,885; school board appropriation decreased by \$30,710; BID tax expenses increased by \$10,000; debt service expenses increased \$1,250,430 (new gas department debt, new water and sewer debt, new TAD debt); capital expenses increased \$6,963,505 (increased water and sewer capital expenses and gas capital expenses), and transfers to the general fund remain the same. I recommend approval of the proposed FY 2018-19 budget as presented.
City Manager's Remarks:	City Council approval of the budget ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

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	\$40,710,640	
Expenditures:		
Legislative		\$17,393,885
Administration		\$ 1,070,510
Finance Dept.		\$ 1,230,705
Customer Service Dept.		\$ 802,720
Police		\$ 5,728,975
Fire		\$ 7,179,850
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
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BE IT AND IT IS HEREBY ORDAINED.

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

ADOPTED this ____ day of June 2018. Second Reading.

/s/_____
Matthew J. Santini
Mayor

ATTEST:

/s/_____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
6/7/2018 7:00:00 PM
MEAG Updates to Bonds and Auditing Procedures

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	MEAG has determined that it is in its best interest and the interest of its members to amend the Power Sales contracts in regards to auditing provisions to save costs. This resolution authorizes the Mayor and City Clerk to sign any and all necessary and related documents in furtherance of the Petition which relates to approval and/or issuance of various stated bonds. The Resolution package is available in the City Clerk's office for review.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO: _____**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING SIGNATURE OF DOCUMENTS FOR MEAG TRANSACTIONS**

WHEREAS, MEAG has determined that it is in its best interest and the interests of its members to amend the Power Sales Contracts in regards to auditing provisions in order to save costs; and

WHEREAS, it is necessary for the Mayor and City Clerk to be authorized to execute answers and related documents and agreements after MEAG files a Petition in substantially the form as attached hereto as Exhibit "A" and the Answer as attached hereto as Exhibit "B" both of which are incorporated herein by reference; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to participate in this amendment and issuance of Power Revenue Bonds; and

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

That the Mayor and City Council of the City of Cartersville authorize the Mayor and City Clerk to sign any and all necessary and related documents in furtherance of the Petition in substantially the form attached as Exhibit "A" and the Answer in substantially the form attached as Exhibit "B" which relate to approval and/or issuance of additional Project One Senior Bonds, additional Project One Subordinated Bonds, additional General Resolution Projects Senior Bonds, and additional General Resolution Projects Subordinated Bonds, as said documents may be amended subject to approval of the City Manager and City Attorney.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of _____, 2018.

ATTEST:

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

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



City of Cartersville

City Council Meeting
6/7/2018 7:00:00 PM
City Manager Employment Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This Employment Agreement is between the City of Cartersville and Tamara W. Brock regarding the position of City Manager effective June 7, 2018 until January 2, 2020.
City Manager's Remarks:	City Council approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 7th day of June, 2018, by and between the City of Cartersville, Georgia, a municipal corporation, (hereinafter called "Employer") and Tamara W. Brock, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

A. This Agreement shall remain in full force and effect from the 7th day of June, 2018, until January 2, 2020 unless terminated earlier by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

B. Employer and Employee may mutually elect to continue employment under the terms of this Agreement for a period not to exceed six (6) months, while a new employment contract is being negotiated; however, if Employee is terminated during that time period, the provisions of Section 9, paragraph 6 as to termination shall be applicable.

Section 2: Duties and Authority

A. Employer agrees to employ Tamara W. Brock as City Manager to perform the functions and duties specified in the Charter and Code of Ordinances of the City of Cartersville and to perform other legally permissible and proper duties and functions without interference.

B. Employee is the City Manager of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

G. The Employee shall perform the duties of City Manager of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of City Manager to another position without the Employee's express written consent.

J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Forty-Five Thousand and No/100 (\$145,000.00) Dollars, payable in installments at the same time that the other management employees of the Employer are paid.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.

C. In addition, consideration shall be given on an annual basis to an increase in compensation.

D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

E. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department

heads or general employees of the Employer as provided by the Employer's policies, Charter, ordinances, or personnel rules and regulations or other practices.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance, short term disability and long-term disability, and life insurance for the Employee and his/her dependents, at a minimum, equal to that which is provided to all other employees of the City of Cartersville.

Section 5: Vacation, Sick, and Military Leave

A. Upon commencing employment, the Employee shall be credited with her accrued sick leave hours and accrued vacation leave hours as of the 18th_ day of June_, 2018. In addition, beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or available to any other employees, under the same rules and provisions applicable to other employees.

Section 6: Automobile

A. The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause.

B. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Five Hundred and No/100 (\$500.00) Dollars, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use paid by Employee for use of the vehicle beyond the territorial limits of Bartow County, Georgia. Employee shall be entitled to at no cost to use the City's fueling operation to provide fuel for the vehicle on a daily basis for normal use.

Section 7: Retirement

The Employer agrees to enroll the Employee into the City of Cartersville's Pension Plan and to make all the appropriate contributions on the Employee's behalf.

In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to fifteen (15%) percent of Employee's base salary as deferred compensation into a 401(a) or similar designated plan on the Employee's behalf, in unequal proportionate amount each pay period.

Furthermore, Employer at the request of Employee may create either a mirror 457(B) or Roth or equivalent type plan, that Employee may contribute to if they deem appropriate. Furthermore, the Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, Georgia Municipal Association and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, internet connection at Employee's permanent residence, mobile phone/personal digital assistant and/or tablet computer for business and personal use, and pager for business and personal use required for the

Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

Section 9: Termination

A. For the purpose of this Agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee in accordance with the City of Cartersville Charter at a properly posted and duly authorized public meeting. Termination may be for or without cause.

2. If the Employer, citizens or legislature acts to amend any provisions of the Charter of the City of Cartersville pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

6. In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

7. Termination for Cause shall mean: dishonesty; theft, conviction of a crime (other than minor traffic violations) which is either a felony or a misdemeanor involving moral turpitude; unethical business conduct; gross or repeated negligence in carrying out Employee's duties. In all instances other than dishonesty, theft or conviction of a crime, written notice of the activity, negligence or violation shall be provided by Employer to Employee along with a reasonable period of time, which shall be not less than thirty (30) days, in which to correct the deficiency.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six (6) months' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option,

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

C. For a minimum period of six months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance, disability and life insurance for the employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA");

2. Any other available benefits.

D. If the Employee is terminated because of a felony conviction, for cause or for breach of contract, then the Employer is not obligated to pay severance under this section.

E. The termination and severance of Employee shall be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is provided by ICMA and is incorporated herein by reference.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/ her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

A. Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, may include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and

objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

D. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching and, consulting opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. All other outside business activities are prohibited, unless specifically approved by a majority of the City Council.

Section 16: Education

Employee shall continue and diligently pursue, using her best efforts, to become a credentialed City Manager pursuant to ICMA Guidelines.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a

personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Cartersville Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

C. Employee shall during the transition period from June 18-28, 2018 continue to serve as Assistant City Manager, and on June 29th shall assume the position of City Manager. Employee shall be sworn in as City Manager to be effective on June 29, 2018 on June 21, 2018 at the regularly scheduled City Council meeting an

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- (a) EMPLOYER: City of Cartersville
PO Box 1390
1 North Erwin Street
Cartersville, GA 30120
- (b) EMPLOYEE: Tamara W. Brock
32 Heartwood Drive
Cartersville, GA 30120

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on the 7th day of June_, 2018.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

F. The parties agree that it is their intention that this Agreement and its performance, and all suits and special proceedings pursuant to this Agreement be construed in accordance with the laws of the State of Georgia and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Georgia shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Executed this the _____ day of _____, 2018. NAME OF EMPLOYER:

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

By: _____
Matthew J. Santini, Mayor

Attested to by:

Meredith Ulmer, City Clerk

Executed this the _____ day of _____, 2018. EMPLOYEE:


Tamara W. Brock

Appendix 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement ("Agreement") is made by and between the City of Cartersville, Georgia ("Employer") and Tamara W. Brock ("Employee").

WHEREAS, Employer has employed Employee as its _____; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Employee's employment or termination thereof.

WHEREAS, the parties desire to set forth the terms and conditions governing Employee's separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between Employer and Employee, including without limitation, any and all claims arising out of or in any way related to Employee's employment with or separation from the Employer.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, Employer and Employee agree and state:

1. **TERMINATION OF EMPLOYMENT.** Upon their mutual agreement, Employee's employment _____ shall terminate on____, 20, which shall be Employee's final date of employment.

2. **NO ADMISSION OF LIABILITY.** This Agreement is not an admission by Employee or Employer of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. **PAYMENT AND BENEFITS.** Employee shall receive his/her regular paycheck for the pay period ending _____, 20 on or before_____, 20 . Employee shall receive on or before_____, 20 an additional payment to compensate for his accumulated leaves (vacation and floating holidays) and comp time, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction of all obligations due and owing Employee, Employer shall:

a. Pay Employee an amount equal to_____() months of his current salary, subject to customary payroll deductions—to include Employee's portion of health, dental and vision insurance premiums for____() months.

b. Continue, and pay for, Employer's current health, dental and vision insurance coverages for ____ () months, ending on _____, 20__.

[C. INCLUDE ANY OTHER CONSIDERATION, SUCH AS AGREEING NOT TO CONTEST UNEMPLOYMENT, ALLOWING THE EMPLOYEE TO PURCHASE HIS WORK LAPTOP, ETC.]

3. **SURRENDER AND VACATION OF EMPLOYER'S PROPERTY.** Upon execution of this Agreement, Employee shall deliver all Employer's property in his/her possession and further, shall vacate Employer's property.

4. **RELEASE AND WAIVER OF CLAIMS.** In consideration of the benefits to be provided to Employee pursuant to this Agreement, Employee including his heirs and assigns hereby irrevocably and unconditionally releases, acquits and discharges Employer and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Employee specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against Employer.

Employee specifically agrees to release all claims that against Employer under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment;* Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Employee expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

Employer hereby irrevocably and unconditionally releases, acquits and discharges Employee from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

5. **REFERENCES AND NON-DISPARAGEMENT.** If it is necessary for Employer to provide a reference to a prospective employer, Employee agrees that he will direct the prospective employer to contact _____. Additionally, Employee and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

6. **REPRESENTATIONS AND WARRANTIES.** The undersigned parties hereby represent and warrant the following to the other:

a. Employee represents and warrants that: he/ she is legally and mentally competent to sign this Agreement; he/she is the sole owner of any claims against the Employer; he/she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and he/she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

b. Employee represents and warrants that he/she has not and will not file any complaints, charges or lawsuits against Employer or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his/her employment, except Employee expressly reserves the right to file a claim for unemployment benefits. Employee further agrees to indemnify and hold Employer harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employer, arising out of any claim concerning the separation of employment that may hereafter be made by the Employee or any other party.

c. Employer represents and warrants that it has not and will not file any complaints, charges or lawsuits against Employee with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Employee's employment with Employer or the separation of his employment from Employer. Employer further agrees to indemnify and hold the Employee harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employee, arising out of any claim arising from the separation of his employment that may hereafter be made by Employer or any other party.

d. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

e. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

f. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

g. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

h. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original but all counterparts together shall constitute one and the same instrument.

7. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Georgia, and the Bartow County Superior Court shall have exclusive jurisdiction and venue of any disputes arising under this Agreement.

8. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

9. **REVIEW & REVOCATION.** The parties acknowledge that Employee may revoke his/her acceptance and execution of this Agreement at any time within seven (7) days of the date of his/her execution of it. Any revocation shall be in writing and shall be effective upon timely receipt by the Employer's Attorney.

If the revocation is submitted by mail, the revocation must be postmarked before the expiration of the seven (7)-day revocation period, and must be sent by overnight mail or other method so that it is received at the above address no later than the next business day immediately following the expiration of the seven (7)-day period. Further, Employee represents that, before accepting and executing this Agreement, he/she was given a review period of twenty-one (21) days in which to consider it. Employee further represents that he/she: (a) took advantage of as

much of this period as required to consider this Agreement before signing it; (b) carefully read the Agreement and the Release included herein; (c) fully understands it; and (d) is entering into it voluntarily. Employee represents that Employer encouraged him/her to discuss this Agreement with an attorney of choice before signing it. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired without Employee having revoked acceptance of it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

Executed this the _____ day of _____, 2018. NAME OF EMPLOYER:

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

By: _____
Matthew J. Santini, Mayor

Attested to by:

Meredith Ulmer, City Clerk

Executed this the _____ day of _____, 2018. EMPLOYEE:

Tamara W. Brock



City of Cartersville

City Council Meeting

6/7/2018 7:00:00 PM

Leake Mounds-Etowah RiverWalk Link - GDOT Project Close-Out

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	With construction completed for Leake Mounds-Etowah RiverWalk trail and all punch list items addressed by contractor, all invoices are paid and the maximum amount of GDOT TE grant money (\$1,610,000) was received or requested for the last reimbursement (\$106,891.06). I submit the Sponsor's Certification of Final Acceptance and Statement of Final Project Expenditures. These documents along with other checklist documents (being compiled) will be submitted to GDOT TE, as per project close-out requirements. (see attached Sponsor Checklist requirements). Statement of Final Project Expenditures, states: Administrative Expenditures \$99,271.55 Invoices paid to Southland Engineering for construction administrative services & project testing agreement/change-orders with City of Cartersville. PE Expenditures \$134,001.60 Invoices paid to Southland Engineering per agreement/change-orders with City of Cartersville for the design/engineering/permitting/bidding services. Construction Expenditures \$2,062,238.09 Invoices paid for trail construction by Lewallen Construction per agreement/change-orders with City of Cartersville. Total Project Expenditures \$2,295,511.24 The original agreements and approved change-orders from Southland Engineering (design/bidding/construction administration/testing) and Lewallen Construction (construction) totaled \$2,299,544.87, and final total project costs were \$2,295,511.24. GO Recreation Bond will fund \$685,511.42 remaining project costs, after \$1,610,000 TE grant. Amount budgeted for match, \$1,070,000.00 (for Leake Mounds-Etowah RiverWalk & Pettit Creek phase III); spent \$34,690 on Pettit Creek Trail phase III, for a difference of \$349,798.76.

Cover Memo

Item # 7

	I recommend Cartersville City Council accept Certification of Acceptance, Total Project Expenditures and other checklist items for the Leake Mounds-Etowah RiverWalk Link as submitted for this project and request that the Mayor sign any and all related documents as per GDOT requirements to close-out TE project.
City Manager's Remarks:	Council approval of the GDOT grant close out is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**SPONSOR'S
CERTIFICATION OF FINAL ACCEPTANCE**

PROJECT NAME: Leake Mounds - Etowah River Walk Link Connector
PROJECT #: CSTEE 000800 ⁽⁰⁶⁷⁾ **PI#:** 0008067 **COUNTY:** Bartow
GDOT CONTRACT ID # : E30SA1601693-0

I hereby certify that I, Greg Anderson, am the Parks & Recreation Director
 and duly authorized representative of the City of Cartersville whose
 address is, P.O. Box 1390; Cartersville GA 30120 and it is also certified
 that:

- On behalf of the City of Cartersville, I performed a final inspection of the PROJECT and certify all punch list work is satisfactorily completed and accepted.
- The City of Cartersville accepted the work from the CONTRACTOR on Thursday, April 19, 2018
- The City of Cartersville hereby assumes full responsibility for the continued operation and maintenance of the PROJECT.

The City of Cartersville hereby certifies Sponsor's Final Acceptance of the PROJECT and respectfully submits:

☒ Final Project Invoice

☐ Materials Certification Statement

☐ Other (please list) _____

5-7-2018
 DATE

Greg Anderson
 SIGNATURE

TRANSPORTATION ENHANCEMENT PROJECT
STATEMENT OF FINAL PROJECT EXPENDITURES

SUBMITTED BY: CITY OF CARTERSVILLE

SUBMITTED TO: GEORGIA DEPARTMENT OF TRANSPORTATION

FINAL INVOICE SUMMARY

DATE: May 9, 2018

PROJECT NO: CSTEE-0008-00 (067)

PI NO: 0008067

COUNTY: Bartow

TOTAL PROJECT BUDGET: \$2,200,273.74

FEDERAL SHARE: \$1,610,000.00

LOCAL SHARE: \$590,405.74

PROJECT PAYMENT PROGRESS

	TOTAL EXPENDITURES
Administrative Expenditures	\$99,271.55 (Construction Management)
PE Expenditures	\$134,001.60 (Design)
R/W Expenditures	\$0.00
Construction Expenditures	\$2,062,238.09
Total Project Expenditures	**\$2,295,511.24

By signature below, I hereby certify that the above payments were made for work completed as shown on the attached detailed statement and supporting documents.



[SPONSOR PROJECT MANAGER]



DATE

APPROVED FOR PAYMENT: _____

[AREA ENGINEER/PLANNING PROJECT MANAGER]

***Please be sure to include all supporting invoices and documents. Invoice will not be processed without the required documents and sponsor signature.**

****Final payment – 80% of Total Project Expenditures not to exceed the total Federal contribution amount or the total construction expenditures.**

Transportation Enhancement Projects in SiteManager

Please ensure that the following documents are in the final package folder.

In order to close out a TEA project, you need the following documents:

From the Sponsor:

- #1 Sponsor's Material Certification Statement (this shall be on the city letterhead, signed by Mayor, and a copy sent to lab with MC checklist)
- #2 Sponsor's Certification of Final Acceptance (original)
- #3 Final DBE Report (original with signatures)
- #4 Final Project Invoice with copies of contractor's invoices and description of work performed
- #5 Statement of Final Project Expenditures (with supporting documents/invoices) —
- #6 As-built Plans (if applicable)

From GDOT:

- #7 GDOT Material Certificate
- #8 Final Item Quantity Report
- #9 Contract Status Time Report

Note: Review and Update Key and Critical Date Entries in Sitemanager

- #10 SM-DOT 733 Final Package Checklist
- #11 Final Audit

#12 Letter from Area Engineer stating that the project has been constructed in compliance with the plans and specifications and is recommended for Final Acceptance



City of Cartersville

City Council Meeting

6/7/2018 7:00:00 PM

Soil Test Borings & Reporting Williams/Transco Dalton Expansion Delivery Point

SubCategory:	Contracts/Agreements
Department Name:	Gas System
Department Summary Recommendation:	Williams/Transco requires soil test borings and reporting for the site of the Dalton Expansion Delivery Point. A quote was received from Geo-Hydro Engineers, Inc. of Kennesaw, Georgia in the amount of \$21,900.00. The Gas System recommends approval of this service.
City Manager's Remarks:	City Council approval of the contract above with Geo-Hydro Engineers is recommended.
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: May 31, 2018

RE: Soil Test Borings and Reporting
 Natural Gas System Expansion
 Williams/Transco Dalton Expansion Delivery Point
 Cartersville Project No. CP-16-001

As you know, Williams/Transco requires soil test borings and reporting for the site of the above referenced project for design and construction of their station facilities. Additionally, there are areas of the site that soil test borings and reporting are necessary for the design and construction station of the Gas System's facilities as well. As a professional service, we requested a proposal from Geo-Hydro Engineers, Inc. of Kennesaw, Georgia to perform the work. Attached is a quotation in the amount of \$13,400.00 plus an additional allowance of \$8,500.00 for rock coring if it becomes necessary.

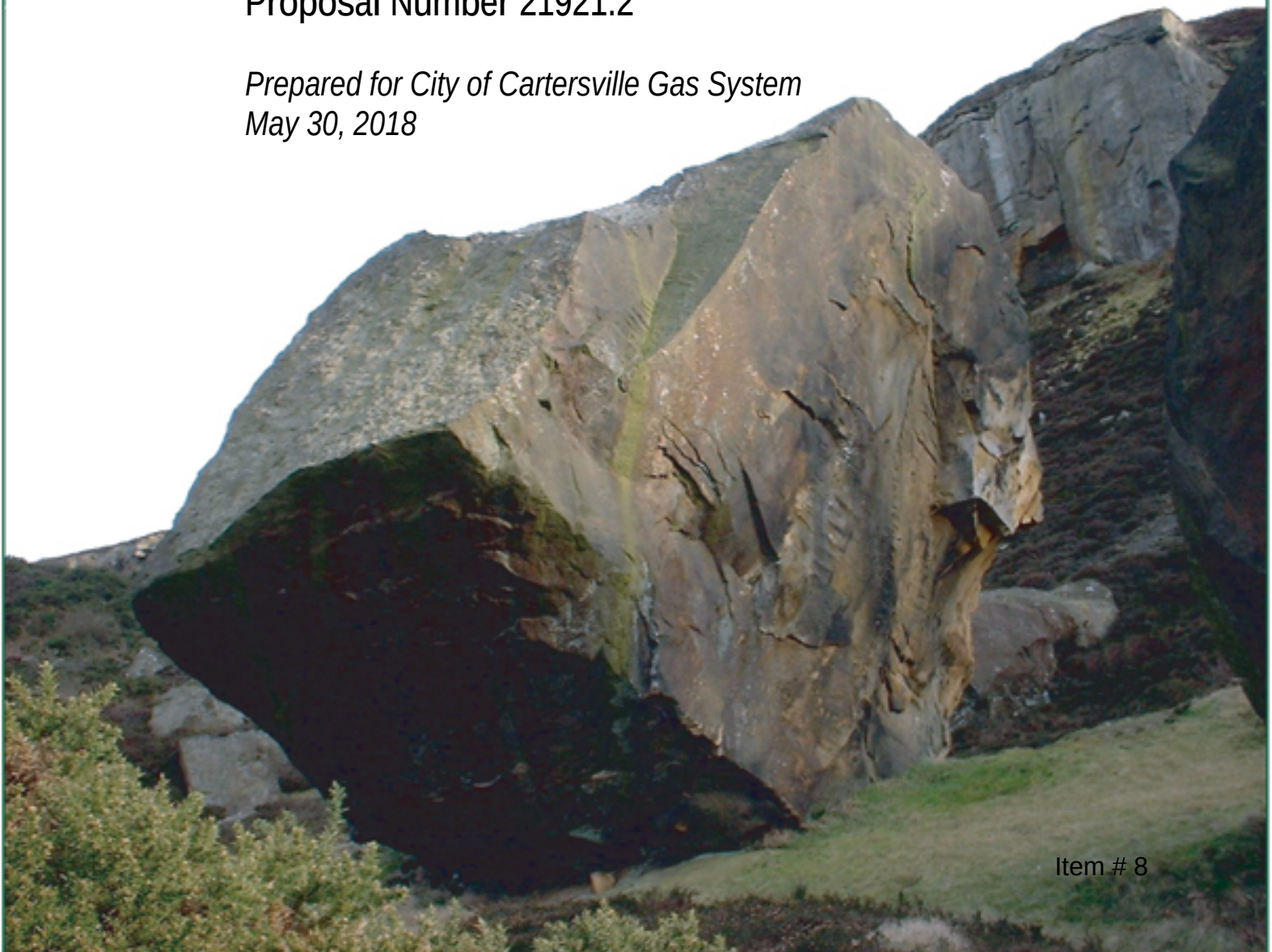
As you know, Geo-Hydro Engineers, Inc. of Kennesaw, Georgia has satisfactorily performed numerous soil test borings and reporting for us and other City Departments in the past and is fully capable of performing this work. This proposal, furthermore, is significantly less than if Williams/Transco had contracted to perform the soil test borings and reporting and the costs of this work is part of the overall reimbursable costs associated with the Williams/Transco's construction costs for the delivery point. It shall also be considered that the proposal includes costs associated with gaining access to the soil test boring locations that are within wooded areas. The proposal documents are acceptable to the City Attorney's office and, therefore, I recommend the City award this proposal including the rock coring allowance if it becomes necessary to Geo-Hydro Engineers, Inc. of Kennesaw, Georgia in the total amount of \$21,900.00 and execute the proposal documents.



Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation

Natural Gas System Expansion
Williams/Transco Dalton Expansion Delivery Point
Cartersville Project No. CP-16-001
Cartersville, Georgia
Proposal Number 21921.2

*Prepared for City of Cartersville Gas System
May 30, 2018*



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

May 30, 2018

Proposal to Perform Subsurface Exploration
 and Geotechnical Engineering Evaluation
 Natural Gas System Expansion
 Williams/Transco Dalton Expansion Delivery Point
 Cartersville Project No. CP-16-001
 Cartersville, Georgia
 Proposal Number 21921.2

Dear Mr. Friery:

Geo-Hydro Engineers, Inc. appreciates the opportunity to present this proposal to provide geotechnical engineering services for the Williams/Transco Dalton Expansion Delivery Point project. Our understanding of the project is based on your email correspondence of May 23, 2018, which included the required scopes of services for geotechnical exploration developed by Williams.

The project consists of a new delivery point at 1991/1993 Highway 113, SW in Taylorville, Georgia. The project will include a gas pumping station, metering station, and access road. Below is an annotated aerial plan showing the overall site conditions and proposed construction.

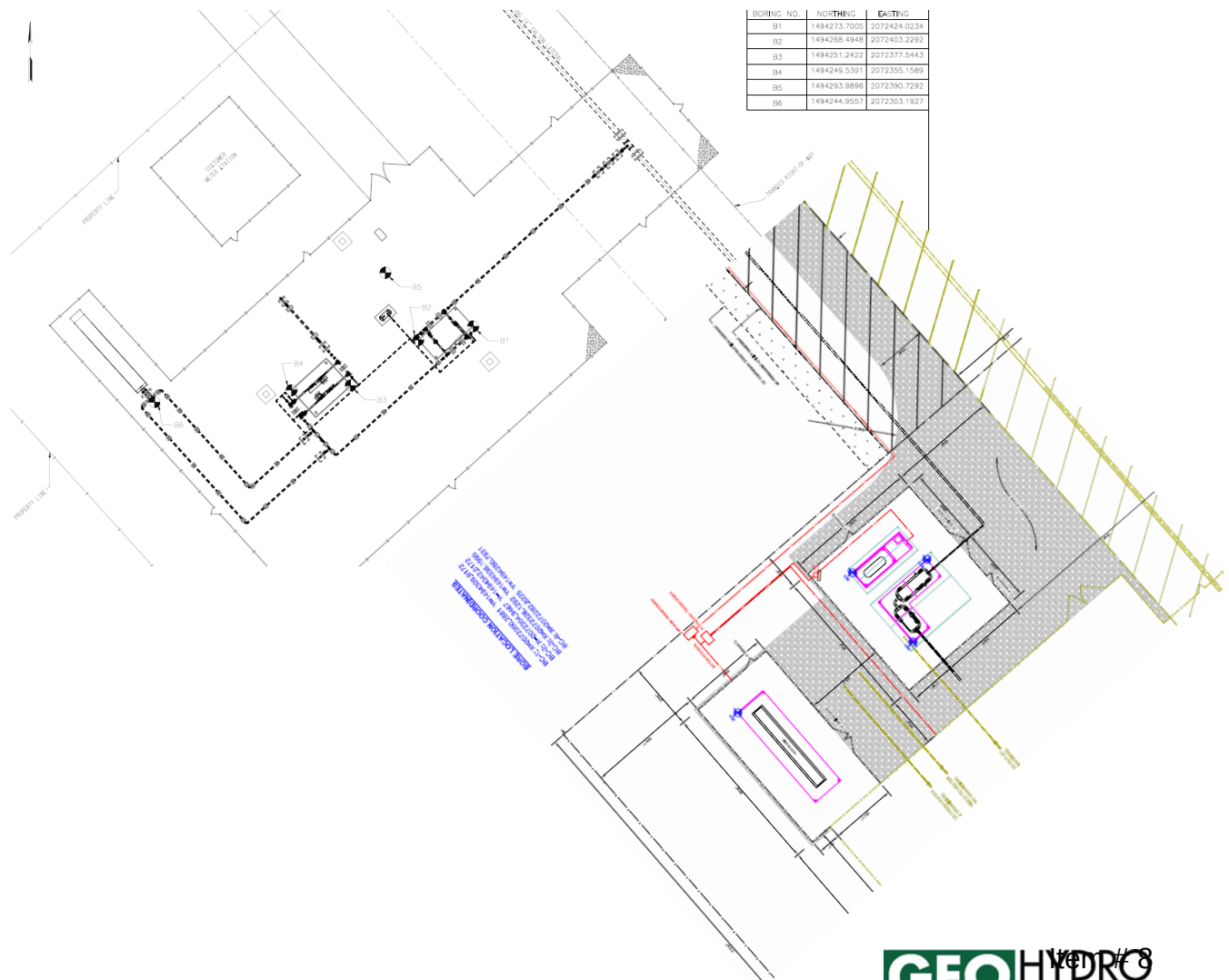


The following sections outline the scope of services for geotechnical exploration and topographic survey.

SCOPE OF SERVICES

Field Exploration and Laboratory Testing

- 1) We will contact Georgia 811 for location of underground utilities. This is required by law. Also, we ask that the City of Cartersville provide clearly marked locations of all underground utilities in the work areas or provide any information regarding the locations of existing underground utilities in the exploration areas. Geo-Hydro will not be responsible for damage to unmarked underground utilities. Please see the attached *Underground Utilities Fact Sheet* for more information.
- 2) We will coordinate with designated personnel to schedule the field exploration and locate the soil test borings. A geotechnical engineer will perform a site reconnaissance and lay out the soil test borings in the field. Portions of the property are wooded and clearing will be required to gain drill rig access to the boring locations.
- 3) We will perform the requested 10 soil test borings as illustrated on the site plan excerpts below. Boring locations will be adjusted in the field as necessary to avoid underground and overhead utilities and as necessary to cope with any unforeseen access restrictions.



- 4) Standard penetration testing in accordance with ASTM D1586 will be performed at select depth intervals in each boring extending to a planned depth of 25 feet. Each boring will be extended to the planned depth below the existing ground surface or to the depth of auger refusal, whichever occurs first. For budgetary purposes, we have included 250 linear feet of soil test boring.

If auger refusal is encountered above the planned boring depth, we will core 10 feet of rock in each boring or in an offset boring in accordance with ASTM D2113. For budgeting purposes, we have provided an allowance for rock coring and will communicate the need for coring to project team prior to initiating rock coring.

- 5) From each boring we will collect soil cuttings from the upper 5 feet of the soil profile. Select bulk samples and aggregated bulk samples will be used for laboratory testing.
- 6) We will obtain groundwater readings at the time of the drilling operation. The borings will be backfilled with a cement-bentonite slurry.
- 7) We will conduct field electrical resistivity surveys at select locations within the City of Cartersville and Williams/Transco Areas. Electrical resistivity will be determined using the Werner Four-Electrode Method (ASTM G 57). We will use a Gossen Geohm-5 device to obtain soil resistivity values in ohm-cm.
- 8) Samples from the field operation will be physically examined, and a visual classification will be assigned in accordance with the Unified Soil Classification System.
- 9) Test boring records will be prepared which provide standard penetration resistances, detailed soil descriptions, and groundwater conditions. Significant soil strata will be delineated and partially weathered rock or auger refusal will be identified where encountered.
- 10) Laboratory testing on split-spoon samples and select or aggregated bulk soil samples will include approximately 10 moisture content tests, two standard Proctor tests (ASTM D698), five Atterberg limits tests (ASTM D4318), and two pH (ASTM G51), two sulfate ion content (AASHTO T290) and two chloride ion content (AASHTO T291).

Engineering Report

We will prepare an engineering report outlining the results of the exploration. We will present evaluations and recommendations concerning the following: site preparation, general foundation recommendations, groundwater elevations and their effect on the proposed construction, and remedial measures necessary to deal with soft or loose soils if they are encountered. More specifically, the report will present the following major sections:

- 1) Project Information: Our understanding of the proposed construction will be presented.

- 2) Exploratory Procedures: The report will describe the methods of subsurface exploration and laboratory testing.
- 3) Site and Subsurface Description: An overview of site conditions will be presented, general geologic conditions for the site will be discussed, and a detailed discussion of the subsurface soil and groundwater conditions will be presented.
- 4) Evaluations and Recommendations: Based upon the field exploration and laboratory testing, and our experience with similar site and subsoil conditions, we will present recommendations for several geotechnical aspects of the project as follows:
 - Site Preparation: We will present our recommendations for methods of site preparation and any remedial measures that may be necessary. These remedial measures may include methods of dewatering the site, densification of soft and loose surficial soils, etc.
 - Groundwater: We will provide recommendations for control of groundwater during construction and on a permanent basis, if necessary.
 - Excavation Characteristics: We will discuss the anticipated methods necessary to achieve excavation of subsurface materials based on the results of the borings.
 - Reuse of Excavated Materials as Structural Fill: We will discuss the suitability of excavated materials for reuse as structural fill based on visual soil classifications.
 - Structural Fill: We will provide recommendations for achieving high density structural fill.
 - Earth Slopes: We will present general recommendations for temporary construction slopes and permanent earth slopes.
 - Earth Pressure: We will provide recommendations for the calculation of design earth pressure on foundation/retaining walls. Recommendations will include equivalent fluid pressures for design purposes.
 - Foundation Design: We will provide recommendations for foundation design, including our evaluation of the suitability of shallow foundation support, and the allowable soil bearing pressure for support of shallow foundations. Estimates of settlement will be provided.
 - Seismic Design: We will provide a *Site Class* (International Building Code), mapped spectral response accelerations (S_s , S_1), and design spectral response accelerations (S_{DS} , S_{D1}).
 - Slab-on-Grade Design: We will provide design recommendations for slab-on-grade construction, including a suggested modulus of subgrade reaction.

- Pavement Design: We will provide recommendations for pavement design based on assumed CBR values and traffic loading information provided by you.
 - Construction Materials Testing: We will recommend construction materials testing methods for site preparation, foundation excavations, structural fill, etc.
- 5) Appendix: The Appendix will contain test boring records, a test boring plan, laboratory test results, etc.

SCHEDULE

After receiving notice-to-proceed (NTP), Geo-Hydro will begin work immediately. Field drilling services will commence within about 7 to 10 days of NTP and should be completed in about 2 days, barring inclement weather. Initial, actionable design information and recommendations will be provided as they are developed. We will issue a draft report within 2 weeks of completing the field exploration. We expect to issue our finalized report approximately 1 week after receiving review and comments from the design team.

COST INFORMATION

Based on the Scope of Services outlined above, we will charge the following fees:

Task	Fee
Geotechnical Exploration and Report	\$13,400 – Lump Sum
Rock Coring Allowance	\$8,500

Our work may result in some rutting of the ground surface or damage to vegetation. If landscape repairs are necessary, we will hire a landscaping subcontractor. Landscape repair work will be charged at our cost plus 15 percent. Alternatively, the city may hire its own subcontractor to perform landscape repairs.

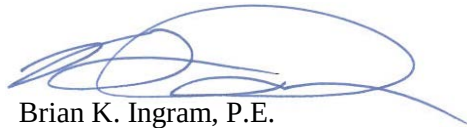
* * * * *

Cartersville Natural Gas Extension • Taylorsville, Georgia
Proposal Number 21921.2

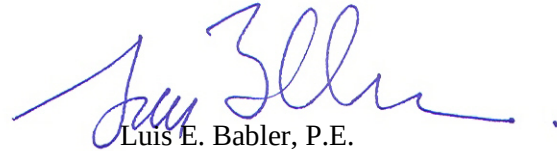
We are pleased to submit this proposal and look forward to working with you on this project. If this proposal is acceptable, we ask that you execute the attached agreement and return the original to us. If you have any questions concerning this proposal or any of our services, please call us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.



Brian K. Ingram, P.E.
Geotechnical Services Director
bingram@geohydro.com



Luis E. Babler, P.E.
Chief Engineer
luis@geohydro.com

BKI/LEB/21921.2 Cartersville Natural Gas Extension Proposal.docx

Enclosures

Geotechnical Engineering Services Schedule of Fees

Natural Gas System Expansion
Williams/Transco Dalton Expansion Delivery Point
Cartersville Project No. CP-16-001
Cartersville, Georgia
Proposal Number 21921.2

PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour	\$ 150.00
Senior Registered Engineer/Geologist, per hour.....	\$ 120.00
Registered Engineer/Geologist, per hour.....	\$ 105.00
Staff Engineer/Geologist, per hour	\$ 85.00
Engineering Aide, per hour.....	\$ 55.00
Administrative Assistant, per hour.....	\$ 45.00

SUBSURFACE EXPLORATION SERVICES

Mobilization & Transportation of Drilling Equipment, each.....	\$ 600.00
Metro Atlanta Area (50 mile radius) Over 50 miles, add \$4.00 per mile.	
Mobilization between Sites.....	\$ 250.00
Soil Test Boring (N < than 50), per foot.....	\$ 11.00
Soil Test Boring (N > than 50), per foot.....	\$ 13.00
Rock Coring (NX or NQ), per foot.....	\$ 65.00
Set-up for Rock Coring, per hole.....	\$ 250.00
Casing, set and remove for coring rock, per foot.....	\$ 10.00
Auger Boring, per foot.....	\$ 10.00
Grouting Boreholes (\$50 minimum per hole), per foot	\$ 10.00
2-inch Diameter Monitoring Well Installation, per foot	\$ 32.00
Concrete Pad for Monitoring Well and Flush-Mounted Cover, each	\$ 200.00
Obtaining Bulk Samples, each.....	\$ 75.00
Difficult Moving/Standby Time/Tree Cutting, per hour	\$ 250.00
Hourly Drilling Charge, per hour	\$ 250.00
Hauling Water to Drill Hole, per hour.....	\$ 250.00
Backhoe or Bulldozer Rental to provide access to boring location	Cost + 15%
Minimum Drilling Charges: Local.....\$500.00; Outside Local Are \$1,000.00; Per Boring..... \$75.00	
Subsistence for drill crew for out of area work will be billed at either cost plus 15% or at \$180.00 per crew / day (based on a 2-man crew).	
For drilling related work at depths of 50 to 100 feet, add 25%, for depths of 100 to 150 feet add 50%	
for depths of 150 to 200 feet add 100%. Greater depths will be drilled and tested at negotiated rates only.	

SPECIAL FIELD TEST EQUIPMENT

Signal Enhancement Seismograph, per day.....	\$ 250.00
Pile Load Test Instrumentation, per day.....	\$ 100.00
CBR Field Test Equipment, per day.....	\$ 250.00
Slope Indicator Equipment, per day	\$ 200.00
Other special equipment may be rented for specific projects and will be billed at cost plus 15%.	

MISCELLANEOUS SERVICES

Mileage, per mile.....	\$ 0.54
Extra Report Copies (no charge for initial 3 copies), each	\$ 30.00
Travel Expenses, Computer Services, Long Distance Telephone Calls, and Miscellaneous 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 of 4 hours will apply to all necessary weekend or holiday work.

AGREEMENTProject Name: Natural Gas System Expansion – Williams/Transco Dalton Expansion Delivery PointProject Location: Cartersville, GeorgiaProposal Number: 21921.2 Date: May 30, 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 _____, _____ between

Geo-Hydro Engineers, Inc. (“Consultant”) and _____
 (“Client”).

GEO-HYDRO ENGINEERS, INC._____
Client Firm Name_____
Signature of Authorized Agent_____
Signature of Authorized Agent_____
Print Name_____
Print Name_____
Title_____
Title

Attested to by:

City Clerk

Please complete information in box

Billing Entity Name _____

Individual to Receive Invoices _____

Email address _____ Phone No. _____

Street Address _____

City and State: _____

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 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. 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, subsurface sampling is a part of the work which Consultant will perform on Client's behalf.

F. SAMPLES, DATA AND RECORDS.

Subject to the Georgia Open Records Act, 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 cause of action in favor of any such third party, against either Consultant or Client.

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

Item # 8

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. Any costs of such restoration shall be deducted from 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.

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.

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 and Client shall pay for work up until that time.

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 \$50,000.00 or Consultant's total fee, whichever is greater. If Client prefers to have higher limits of professional liability, Consultant agrees to increase the limit up to a maximum of the available professional liability insurance proceeds at the time of judgment or settlement upon Client's written request at the time of accepting Consultant's proposal, providing that Client agrees to pay an additional consideration of ten percent of Consultant's total fee, or \$500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by Consultant and is not a charge for additional professional liability insurance.

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. CONFIDENTIALITY.

Subject to the Georgia 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.

O. NON-CIRCUMVENTION.

Each party agrees that the information disclosed pursuant to this Agreement, including, but not limited to, any Confidential Information, will be used solely and exclusively for the purpose of Consultant providing the services on the Project as detailed in the proposal. Each party agrees that it shall not seek to circumvent the other or make use of the other's Confidential Information or trade secrets, including, but not limited to, its relationships with any third-party service providers to enhance their own business in any way. Any Confidential Information disclosed pursuant to this Agreement will not be used by the receiving party to generate revenues nor to create other commercial arrangements without the prior written consent of the disclosing party.

Item # 8

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

Underground Utilities Fact Sheet

Geo-Hydro's work often includes drilling below the ground surface to evaluate subsurface materials. One of our biggest concerns is that we may accidentally encounter underground utilities which may create a safety hazard for our personnel and others or result in a loss of service. Location of underground utilities prior to our work is important to all parties. Unfortunately, location of underground utilities is a difficult task, and accurate location of underground utilities is often not possible.

Geo-Hydro is required by Georgia law to contact the Utilities Protection Center (UPC) prior to drilling. The UPC requires at least 72 hours prior notification. The UPC contacts member utilities and the member utilities dispatch utility locators. Normally the utility locators will not locate underground utilities on private property, and will only locate utilities from the main service line to the property owner's meter. It is not uncommon for utility locators to improperly locate underground utilities for a variety of reasons.

Geo-Hydro requires that the property owner provide clearly marked locations on the ground of any underground utilities in the work area. If necessary, Geo-Hydro can refer the owner to companies that provide underground utility location services. Alternatively, Geo-Hydro can hire the utility location company and pass this cost through to our client.

Private underground utility location companies do not guarantee that they have located all underground utilities or that underground utilities have been accurately located. In fact, some underground utilities (e.g., irrigation lines, non-metallic lines, etc.) simply cannot be located using non-destructive techniques.

Geo-Hydro will make reasonable efforts to avoid damaging underground utilities that are clearly marked in the field. Due to the uncertainties of locating underground utilities, Geo-Hydro cannot be responsible for damage to unmarked underground utilities. Since Geo-Hydro's work is being performed for the benefit of its client, the client must accept the risk that Geo-Hydro's work could result in damage to underground utilities. As such, it is ordinarily the responsibility of Geo-Hydro's client to accept the responsibility for repairing damage to unmarked underground utilities unless that responsibility has clearly been transferred to another party.



City of Cartersville

City Council Meeting

6/7/2018 7:00:00 PM

Site Grading & Permitting Design Services (Williams/Transco)

SubCategory:	Contracts/Agreements
Department Name:	Gas System
Department Summary Recommendation:	This is part of our Agreement with Williams/Transco to provide the site grading for the Williams/Transco Expansion project. A quote was received from Stephenson Engineering, Inc. of Cartersville, Georgia in the amount of \$19,350.00. The Gas System recommends approval of this item.
City Manager's Remarks:	City Council approval of the contract with Stephenson as outlined above is recommended.
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*

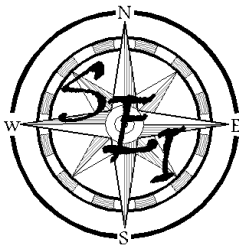
From: Brian Friery, Gas System Engineer

Date: May 31, 2018

RE: Site Grading & Permitting Design Services
Natural Gas System Expansion
Williams/Transco Dalton Expansion Delivery Point
Cartersville Project No. CP-16-001

As you know, it is part of our Agreement with Williams/Transco to provide the site grading for the construction of the above referenced project including the facilities to be constructed by Williams/Transco. As a professional service, therefore, we requested a proposal from Stephenson Engineering, Inc. of Cartersville, Georgia to perform the site grading and erosion control design and permitting services for this project. Additionally, we requested structural engineering design services for concrete slab structures that are outside of the scope of our Department's day to day design capabilities. Attached is a quotation in the amount of \$13,500.00 for the grading and erosion control design and permitting services, \$2,850.00 for the structural engineering design services and \$500.00 per month for NPDES rainfall monitoring required during the construction of this project.

As you know, Stephenson Engineering, Inc. of Cartersville, Georgia has satisfactorily performed several engineering services for us in the past and is fully capable of performing this work. The proposal documents are acceptable to the City Attorney's office, therefore, I recommend the City award this proposal to Stephenson Engineering, Inc. of Cartersville, Georgia in the total amount of \$19,350.00 including \$3,000.00 of rainfall monitoring services based on an approximate construction time of 6 months and execute the proposal documents.



STEPHENSON ENGINEERING, INC.

CIVIL ENGINEERING, LAND PLANNING & DEVELOPMENT CONSULTING

May 30, 2018

Brian Friery, System Engineer
City of Cartersville Gas System
P.O. Box 1390
Cartersville, Georgia 30120
Phone: 770-387-5642

Re: 1.229 +/- acre Natural Gas System Expansion, Williams/Transco Dalton Expansion Delivery Point, Cartersville Project No. CP-16-001

Dear Mr. Friery:

Pursuant to your request, Stephenson Engineering, Inc. offers this proposal to provide professional engineering services related to the 1.229 +/- acre Natural Gas System Expansion located off Highway 113, Cartersville, Georgia.

Scope of Services

The scope of services to be provided by Stephenson Engineering, Inc. (SEI) is as follows:

SEI will provide customary civil engineering services related to the design phases of the proposed project as further outlined below.

Civil Engineering Services

Civil Engineering Design

\$13,500.00

SEI will prepare Civil Engineering Design Plans for the civil/site portions of the work for submittal and approval of the plans. The Plans will include:

- Site Plan
- Roadway Plan and Profiles
- Grading and Drainage Plan
- Staking Plan
- Three Phase Erosion and Sediment Control Plan, Narrative and Details
- Related details for site work
- Submittal of N.O.I. Forms to Georgia EPD Standards and initial 7 day inspection and letter.
- Submittal of drawings and studies to Bartow County for approval
- Follow up meetings and submittals
- Final revisions as required by the permitting jurisdictions.

Structural Engineering Design**\$2,850.00**

Structural Engineering Design Plans for:

- Heater Skid Slab (13'x46')
- 500 gallon Containment System

NPDES monitoring during construction of project**\$500.00 per month****Additional Services**

Project management, construction staking services or any additional services provided by Stephenson Engineering, Inc. in connection with this project, not specifically described above, will be considered Additional Services. Additional Services will only be provided with advance authorization from your office and will be billed at our hourly rate.

Fees

SEI will provide the services described herein on a lump sum basis, plus reimbursable expenses in accordance with our Schedule of Hourly Rates attached.

Reimbursable expenses will include:

- Express delivery and courier fees.
- Travel expenses.
- Permitting fees and plan review fees.
- Plan Print fees.

Additional Services will be provided on either an Hourly or Lump Sum Fee basis, as agreed upon in advance, and in accordance with our Schedule of Hourly Rates attached, plus reimbursable expenses. Any additional expenses will first have to be approved prior to commencing on additional work.

Schedule

Stephenson Engineering, Inc. can initiate work on this project immediately upon approval of this proposal.

Terms and Conditions

Engineer is authorized to begin performance upon its receipt of a copy of this proposal. Should you have any questions or comments, please call (770)382-7877. We appreciate having this opportunity and look forward to working with you on this and future projects.

Sincerely,
Stephenson Engineering, Inc.



Kevin T. Stephenson, P.E.
Principal Engineer

Accepted by: _____

P.O. Box 201088 * 1130 North Tennessee Street, Suite D * Cartersville, Georgia 30120

email * stephensoneng@yahoo.com

Phone: 770-382-7877 * Fax: 770-382-3742

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SCHEDULE OF HOURLY RATES

<u>PERSONNEL</u>	<u>RATE/HOUR</u>
Principal or Managing Engineer	\$150.00
Project Engineer	\$100.00
Engineering Technician	\$ 85.00
Registered Surveyor	\$135.00
Survey Field Crew	\$150.00

REIMBURSABLE EXPENSES:

Travel:

Automobile @ \$0.55/mile

Other travel expenses at actual cost

Other Expenses, at cost plus 15%:

Laboratory Analysis

Special delivery and express charges

Sub-consultants fees

Plan Print fees

Plan Review fees

Permit Fees



City of Cartersville

City Council Meeting
6/7/2018 7:00:00 PM
Telenet Systems Equipment

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The current camera system that the Fiber Department uses for all of the City's cameras is from Vicon Industries. Vicon has recently upgraded their software to valerus and the City must make this same upgrade in order for our cameras to continue to be fully operational. The quote also includes additional licensing that will be needed for new cameras at the Gas Department Headquarters and City Hall. I recommend approval of this purchase.
City Manager's Remarks:	City Council approval of the quote from Telenet is recommended.
Financial/Budget Certification:	This is an unbudgeted expense, but there are funds in the Fiber Fund to cover the expense.
Legal:	
Associated Information:	

TELENET SYSTEMS**Estimate**

P.O. BOX 2573
 CARTERSVILLE, GA 30120
 PHONE: 770-606-9700

DATE	ESTIMATE NO.
5/16/2018	29082

NAME / ADDRESS
CITY OF CARTERSVILLE ***EMAIL ONLY***

Ship To

P.O. NO.	REP
	MTW

QTY	DESCRIPTION	COST	TOTAL
1	VN-SW-SMM-UNL SOFTWARE MAINT. & MIGRATION PLAN	824.67	824.67T
1	VLR-PRO-UPP UPGRADE PROTECTION PLAN VALERUS PRO	4,535.69	4,535.69T
1	VLR-VN-GW-UPP-5 UPGRADE PROTECTION PLAN FOR VALERUS-VICON NET GATEWAY	397.61	397.61T
	Sales Tax	0.00	0.00
		TOTAL	\$5,757.97

This quote is valid for 45 days. Telenet Systems, Inc. retains ownership and right to recover all materials until full payment is received and processed. Acceptance of this quote constitutes agreement of these conditions.

SIGNATURE _____

Item # 10



City of Cartersville

City Council Meeting
6/7/2018 7:00:00 PM
Replacement Shell Cutters for Tapping Machine

SubCategory:	Bid Award/Purchases						
Department Name:	Water Dept						
Department Summary Recommendation:	The Distribution and Collection (D&C) System crews use a Mueller tapping machine that was purchased in the late 1970's. The machine is used to construct water taps ranging in size from 4 to 8-inches for meter settings, lateral lines and fire hydrants. The machine uses a shell cutter and pilot bit to cut a hole in the side of a water main and capture the pipe scrap called a coupon. The shell cutter looks very similar to a door knob hole saw and works the same way, but after 40 plus years, these can no longer be sharpened. We requested bids for a replacement set of shell cutters from the following vendors: <table><tr><td>Core & Main</td><td>\$5,944.00</td></tr><tr><td>Fortiline Waterworks</td><td>\$7,423.84</td></tr><tr><td>Pollard Water</td><td>\$7,720.15</td></tr></table> I recommend approval of the Core & Main bid in the amount of \$5,944.00.	Core & Main	\$5,944.00	Fortiline Waterworks	\$7,423.84	Pollard Water	\$7,720.15
Core & Main	\$5,944.00						
Fortiline Waterworks	\$7,423.84						
Pollard Water	\$7,720.15						
City Manager's Remarks:	City Council approval of the Core & Main bid is recommended.						
Financial/Budget Certification:	This will be paid from account 505.3320.52.2380 Maintenance to Water Mains.						
Legal:							
Associated Information:							



Formerly HD Supply Waterworks

Bid Proposal for MUELLER TAP PARTS

CARTERSVILLE, CITY OF
 Bid Date: 05/24/2018
 Core & Main Bid #: 610357

Core & Main
 2111 Moon Station Dr
 Kennesaw, GA 30144
 Phone: 770-423-0583
 Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
10	1	83203 3-1/2" SHELL CUTTER CL-12 AND CC-25 MACHINES FOR CONCRETE & AC PIPE	EA	1,153.00	1,153.00
20	1	83634 PILOT DRILL	EA	293.00	293.00
30	1	83134 SHELL CUTTER 5-1/2	EA	1,734.00	1,734.00
40	1	83639 PILOT DRILL	EA	278.00	278.00
50	1	83135 SHELL CUTTER 7-1/2	EA	2,214.00	2,214.00
60	1	83675 PILOT BIT	EA	272.00	272.00
				Sub Total	5,944.00
				Tax	0.00
				Total	5,944.00



*** ATTENTION***
See new terms and conditions
at the bottom of the page

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214325	FORTILINE CARTERSVILLE	5751307	5/30/18	1

CUSTOMER	PROJECT INFORMATION
CARTERSVILLE WATER DEPARTMENT PO BOX 1390 CARTERSVILLE, GA 30120	MUELLER SHELL CUTTERS

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	4" SHELL CUTTER/C1 MACH 83203	1,220.1100	1,220.11
20	1	EA	4" PILOT DRILL BIT 83954	611.6600	611.66
40	1	EA	6" CL-12 SHELL CUTTER MUELLER 83134	1,833.5100	1,833.51
50	1	EA	6" PILOT DRILL FOR CL-12 83639	623.3300	623.33
70	1	EA	8" CUTTER FOR CL-12	2,340.9900	2,340.99
80	1	EA	8" PILOT DRILL FOR CL-12 CARBIDE TIPPED	794.2400	794.24
				Subtotal:	7,423.84
				Tax:	.00
				Bid Total:	7,423.84

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By SH1 5/30/18 7:15:00

POLLARDWATER #3326
200 ATLANTIC AVE
NEW HYDE PARK, NY 11040-5057

Phone: 800-437-1146
Fax: 516-746-0852

Deliver To:
From: Mike Baker
Comments:

14:44:19 MAY 18 2018

Page 1 of 1

POLLARDWATER #3325
Price Quotation
Phone: 800-437-1146
Fax: 516-746-0852

Bid No: B047125
Bid Date: 05/18/18
Quoted By: MRB

Cust Phone: 770-387-5673
Terms: NET 10TH PROX

Customer: CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120

Ship To: CARTERSVILLE WTP
237 ALLATOONA DAM RD SW
CARTERSVILLE, GA 30120

Cust PO#: QUOTE

Job Name: E-MAIL

Item # 11

Item	Description	Quantity	Net Price	UM	Total
M83203	3-1/2 SHELL CTTR F/ CL-12 / CL-36	1	1494.000	EA	1494.00
MUE83634	*CVR* PILOT DRILL (REGULAR)	1	380.350	EA	380.35
MUE83134	*CVR* SHELL CTTR	1	2245.100	EA	2245.10
MUE83639	*CVR* PILOT DRILL (REGULAR)	1	361.250	EA	361.25
M83135	7-1/2 SHELL CTTR	1	2866.500	EA	2866.50
MUE83675	*CVR* PILOT DRILL (REGULAR) WIL.BECKOM@FERGUSON.COM	1	372.950	EA	372.95

Net Total: \$7720.15
Tax: \$0.00
Freight: \$0.00
Total: \$7720.15

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.



City of Cartersville

City Council Meeting
6/7/2018 7:00:00 PM
Septic Receiving Pit Valve Vault

SubCategory:	Bid Award/Purchases						
Department Name:	Water Department						
Department Summary Recommendation:	The Water Pollution Control Plant (WPCP) receives an average of 168,000 gallons of septic tank waste every month. This waste is dumped via truck into the septic receiving pit where it is screened for objects greater than 1-inch in diameter. This gross screening allows many objects such as rocks, forks, matchbox cars, undergarments and beer bottle tops to pass through the screening rack. These objects then lodge in the two downstream plug valves that control flow from the receiving pits. As currently constructed, we have to excavate the plug valves multiple times per year to extract a lodged rock, fork, matchbox car, undergarment and/or beer bottle top which prevents the valve from closing. In order to make servicing these valves (a regular occurrence) easier, I would like to construct a concrete vault to house the valves rather than burying them each time they are worked on. Bids were requested for the construction of a vault around the valves from the following: <table><tr><td>Childers Foundation</td><td>\$12,345.00</td></tr><tr><td>Graham Commercial Construction</td><td>\$15,730.00</td></tr><tr><td>Womack, Lewis & Smith</td><td>No Bid</td></tr></table> I recommend approval of the Childers Foundation bid in the amount of \$12,345.00.	Childers Foundation	\$12,345.00	Graham Commercial Construction	\$15,730.00	Womack, Lewis & Smith	No Bid
Childers Foundation	\$12,345.00						
Graham Commercial Construction	\$15,730.00						
Womack, Lewis & Smith	No Bid						
City Manager's Remarks:	City Council approval of the bid from Childers Foundation is recommended.						
Financial/Budget Certification:	This will be paid from account 505.3330.52.2361 Maintenance WPCP.						
Legal:							
Associated Information:							

Cover Memo

CHILDERS FOUNDATIONS INC.

P.O. Box 1323
Jasper, GA 30143
Ph. 706-253-9455

Estimate

Date	Estimate #
5/29/2018	2964

Name / Address
BART SEARS CITY OF CARTERSVILLE 678-247-4069

			Project
Description	Qty	Cost	Total
12 FT TALL WALL X 12" THICK WITH CONCRETE ALL LABOR AND STEEL	31	325.00	10,075.00
WATER STOP	55	9.50	522.50
PAD FOR FLOOR BROOM FINISH	184	9.50	1,748.00
PUMPS NOT INCLUDED IF NEEDED			
THANK YOU FOR LETTING US BID ON THIS JOB		Total	Item # 12 \$12,345.50

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
1021	05/17/2018	06/17/2018

JOB NAME/#

Concrete Retaining walls

DESCRIPTION	AMOUNT
ITEM 1 • (1) 3000 psi concrete slab 12" thick 20'x8' with #4 rebar 12" o.c. at dumbbell waterstop	
ITEM 2 • (3) Sided wall structure 20'x8' 12" thick walls with #4 rebar every 12"	
NOTE: • Water department to do all excavations to make sure work environment is safe for workers. • This proposal is for the work related to the concrete only. All excavations, back fill and stabilization of disturbed soils will be handled by the City.	
BASE BID	15,730.00

TOTAL

\$15,730.00

Accepted By

Accepted Date

Item # 12

Thank you for your business!



City of Cartersville

City Council Meeting
6/7/2018 7:00:00 PM
Streaming Current Monitor

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	The Water Treatment Plant (WTP) has been using a streaming current monitor (SCM) since 2000 to monitor raw water quality and coagulant dosage. The SCM works by analyzing the aggregate ionic and colloidal surface charge of the water. When coagulant is dosed at the optimum point, the SCM will measure a net neutral charge. Neutralization of the surface charge prevents repulsion action among suspended particles (like two magnets of the same polarity) which impedes coagulation and sedimentation prior to filtration. The current SCM is approaching 20 years old and is no longer supported by the manufacturer. Quotes were solicited for replacement equipment from the following vendors: Micrometrix \$6,750.00 Hydrocal \$19,300.00 HACH \$11,275.00 We were skeptical of the Micrometrix unit due to the significant price difference. Water analysis equipment is truly a “you get what you pay for proposition”. After requiring a thorough vendor demonstration and talking to other plants that have been using this equipment for years, I am convinced the Micrometrix unit is worth a try. I therefore recommend the Micrometrix bid in the amount of \$6,750.00.
City Manager's Remarks:	City Council approval of the bid from Micrometrix is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.3310.52.2361 WTP Maintenance
Legal:	
Associated Information:	

Cover Memo



Micrometrix Corporation
PO Box 1436
Dacula, GA 30019
USA

Ph 770-271-1330
micrometrix.com

Quotation #051818 DD

Daniel Duke
City of Cartersville
237 Allatoona Dam Rd.
Cartersville GA 30120
dduke@cityofcartersville.org
(404) 821-6637

May 18, 2018
FOB: Atlanta, GA
Delivery: 1~2 Weeks

Authorized by: Charles Veal
Charles Veal

Streaming Current Measurement

We are pleased to offer the following quotation.

QTY	Description	NET
1 ea	Streaming Current Meter Model SCM-2 with Remote Sensor	\$7500.**

- LED Digital Display
- Electronics to supply signal amplification, outputs, digital display
- Sensor with replaceable probe sleeve and piston
- High and Low Alarm Contacts
- Variable gain/sensitivity settings
- Zero offset adjustment
- 4-20mA SC reference output
- NEMA 4 enclosures
- Self-diagnostic sensor LED indicator
- 25 feet Connection Cable
- Two (2) sets spare piston/sleeves

APPROVED		DATE APPROVED 5/21/18
WATER DEPARTMENT		DEPT 1210
WTP		CITY MGR
CHARGE ACCOUNT(S)		AMOUNT
505 - 3310 - 53 - 1155		6750.00
505 - 3310 -		
-		
-		
-		
TOTAL		6750.00

Price includes One Day Startup and Training (on-site)

**** Price w/Trade in Allowance \$6750. ea**

includes \$750. (10%) trade in allowance discount for customer's existing SCM

SCM
5/21/18
DD

TERMS and CONDITIONS

CONDITIONS OF SALE: All prices are in U.S. funds.

TERMS: Net 30

PRICE: Quote firm for 60 days

WARRANTY: Two year parts and labor from date of shipment excluding normal wear through usage.



QUOTE

#QOT-166

04/26/2018

Expires on 05/26/2018

At 30 days

Hydrocal LLC

5885 Cumming Hwy Ste. 108 - 221

Sugar Hill GA 30518

Email : alonzo@hydrocal.us

Phone : 678-595-9516

Website : www.hydrocal.us

Billing address

Daniel Duke

Cartersville/Clarence B. Walker WTP

237 Allatoona Dam Road

Cartersville 30120

Shipping address

Cartersville/Clarence B. Walker WTP

237 Allatoona Dam Road

Cartersville 30120

Item name & description	Qty.	Unit price	Amount
HA4 + DT4 Streaming Current Monitor with Sensor HydroAct4 + DT4 analyzer and sensor, comes standard with color display, data logging, 2 analog outputs, 2 Relays, 25' of cable. 2 Year warranty.	1	\$10,600.00 /piece	\$10,600.00
LCA-01 LCA-01 Lab Charge Analyzer with adjustable-height stand, magnetic stirrer, O&M manual, 1 year warranty.	1	\$8,700.00 /piece	\$8,700.00
Subtotal			\$19,300.00
Total			\$19,300.00

Payment Information

Shipping TBA



AF7000 Streaming Current Monitor 110V


[» Gallery](#)
Product #: LXV510.99.10000

USD Price: \$11,275.00

Call for ship date
Qty in Quote: 1

Quantity

Recommended Products



pHD sc: Digital pH sensor with glass differential electrode, sc compatibility, PEEK @, Convertible Mount

USD Price: \$1,049.00

[» Add to Order](#)


AF7000 4-20mA PID Output Card

USD Price: \$531.00

[» Add to Order](#)


AF7000 Grit Filter

USD Price: \$232.00

[» Add to Order](#)
[Shipping Policy and Rates](#)
[Return Policy](#)
[Hach Warranty](#)
[Terms and Conditions](#)

Toughness that won't quit means you'll know when to respond.

For optimization of coagulation processes in drinking water, the Hach AF7000 Streaming Current Monitor was designed with serious durability in mind, utilizing an industrial sized motor and having solid 316 Stainless Steel castings. Partnering a simple and straightforward layout with an optional automatic flush feature, the AF7000 allows for easy access to perform routine maintenance, while maximizing uptime and keeping your readings accurate. With an industry leading sub 1 second speed of response to source water changes, the AF7000 provides operators instant knowledge and immediate control to any potential situation or needed chemical dosing adjustment. The monitor also auto zeros in less than 5 seconds with the push of a button, making sure you don't have to question the accuracy of your readings. Hach's AF7000 heavy duty construction and fast response allows for accurate 24/7 monitoring of your source water. With the ability to always be in control of your chemical dosing, you can save time and money while still providing a high quality water output for your community.

- Heavy Duty Construction with Serious Durability In Mind
- Industrial Sized Motor for the Long Haul
- Industry's Fastest Response to Source Water Changes
- An Open and Uncomplicated Design Saves You Time
- Auto Zeroing in Under 5 Seconds

Recently Viewed Items



AF7000 Streaming Current Monitor 110V



HQ411D Laboratory Single Input, pH/mV Meter - pH and ORP



TU5300 sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version with SC200 Controller (110-240V AC), 2 Channel



PourThru Cell Kit



Adapter B, Pour-Thru Cell, DR 2700, DR 2800 & DR 3800



City of Cartersville

City Council Meeting
6/7/2018 7:00:00 PM
Evoqua Service Technician

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	On 4/19/2018, Council approved the rebuilding of lower bearings for the Secondary #1 and #4 lift screws at the Water Pollution Control Plant (WPCP). The #4 lower bearing was installed last week in preparation for Subtropical Storm Alberto and its predicted 4 – 5 inches of rain. After installation, the screw was rotated by hand a full 360 degrees to test for proper alignment. There is a small area where the screw binds and cannot be turned by hand. After working on alignment for several days, the binding has not improved. I would like to have the Evoqua Service Technician come out to diagnose/correct the problem prior to putting this unit in service. Evoqua has provided the attached quote for one full day of technician time onsite. I am requesting a not-to-exceed amount of \$7,550 to allow up to two full days of onsite technician time.
City Manager's Remarks:	City Council approval of this item in an amount not to exceed \$7550 is recommended.
Financial/Budget Certification:	This is a sole source item and will be paid from account 505.3330.52.2361 WPCP Maintenance.
Legal:	
Associated Information:	



evoqua
WATER TECHNOLOGIES

Evoqua Water Technologies LLC

1828 Metcalf Avenue

Thomasville, GA 31792

Quote # 14155

Date: 5/24/2018

Sales Quote

Validity: 30 days

Freight PPD & Add

To: Bart Sears/ City of Cartersville, GA

Returns: There is a 25% restocking fee
on all returned parts.

Phone: 678-247-4069

Fax:

From: Fergus Robinson

email: Replacement parts for Evoqua

Evoqua Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
			Evoqua will provide (1) Service Tech on site to inspect existing Externalift Screw Pump. Service Tech to be on site for (1) day only. Price not to exceed \$6,050.00 If Service Tech is on site longer than expected you will be charged \$1,500 a day plus expenses.				
				Total Sale Price		\$6,050.00	

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email Fergus.Robinson@evoqua.com

We now accept Visa, Mastercard, & American Express for your convenience

THIS TRANSMISSION CONTAINS CONFIDENTIAL INFORMATION INTENDED FOR USE ONLY BY THE ABOVE NAMED RECIPIENT. READING, DISCUSSING, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE NAMED RECIPIENT OR HIS OR HER EMPLOYEES OR AGENTS. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE US POSTAL SERVICE.

Item # 14

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



eVOQUA

WATER TECHNOLOGIES

PROPOSAL AND ORDER FORM

NOTE: Any order resulting from this proposal is subject to the terms and conditions attached and acceptance by Evoqua. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

Accepted by Buyer:

Acknowledged by Seller: Evoqua Water Technologies, LLC

Signed

Signed

Printed Name

Printed Name

Title

Title

Date

Date

Item # 14

CONTRACTOR NOTE: This Bid by Evoqua Water Technologies LLC (Evoqua) is further contingent upon such things as: (i) resolution of mutually acceptable payment terms; (ii) Evoqua's satisfactory completion of an anti-corruption due diligence review; and (iii) written agreement specifically acknowledging acceptance of terms and conditions mutually agreed upon by parties.



City of Cartersville

City Council Meeting
6/7/2018 7:00:00 PM
Stormwater Management Program Certification

SubCategory:	Certification
Department Name:	Public Works
Department Summary Recommendation:	The City of Cartersville Stormwater Program submitted a Notice of Intent to comply with the most recent NPDES Permit No. GAG610000 for Phase II Municipal Storm Sewer Systems (MS4) in October of 2017. As a result of this NOI, a new plan revising our Stormwater Management Program (SWMP) is to be submitted to Georgia EPD for approval. We are requesting permission for the Mayor to sign this document and any future related documents concerning this permit/program. The signature/certification plan is attached. The complete plan is on file, and available for viewing at the City of Cartersville Public Works Department.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION**

Storm Water Management Program (SWMP)

General NPDES Permit No. GAG610000 for
Small Municipal Separate Storm Sewer Systems (MS4)

1. General Information

- A. Name of small MS4: City of Cartersville
- B. Name of responsible official: Matt Santini
 Title: Mayor
 Mailing Address: P.O. Box 1390
 City: Cartersville State: GA Zip Code: 30120
 Telephone Number: (770) 387-5617
 Email Address: msantini@cityofcartersville.org
- C. Designated stormwater management program contact:
 Name: Wade Wilson, PE, CFM
 Title: City Engineer
 Mailing Address: P.O. Box 1390
 City: Cartersville State: GA Zip Code: 30120
 Telephone Number: (770) 387-5602
 Email Address: wwilson@cityofcartersville.org

2. Sharing Responsibility

- A. Has another entity agreed to implement a control measure or BMP on your behalf? Yes No X (If no, skip to Part 3)

Control Measure #1:

1. Name of entity: _____
2. Control measure or component of control measure to be implemented by entity on your behalf:

- B. Attach an additional page if necessary to list additional shared responsibilities. It is mandatory that you submit a copy of a written agreement between your MS4 and the other entity demonstrating written acceptance of responsibility.

3. Minimum Control Measures* and Appendices

- A. Public Education and Outreach
- B. Public Involvement/Participation
- C. Illicit Discharge Detection and Elimination
- D. Construction Site Stormwater Runoff Control
- E. Post-Construction Stormwater Management in New Development and Redevelopment
- F. Pollution Prevention/Good Housekeeping
- G. Appendix A – Enforcement Response Plan
- H. Appendix B – Impaired Waters

* A minimum of four BMP's each are required for control measures A and B, while a minimum of two BMPs are required for each control measure C through H.

4. Certification Statement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed Name: _____ Date: _____

Signature: _____ Title: _____



City of Cartersville

City Council Meeting

6/7/2018 7:00:00 PM

Election Results - SPLOST & Redevelopment Powers Approved

SubCategory:	Other
Department Name:	Clerk
Department Summary Recommendation:	Citizens voted on whether or not to approve the continuation of SPLOST funds and Redevelopment Powers. Citywide Results: (precinct information attached) SPLOST: 70% yes 30% no Redevelopment Powers: 67% yes 33% no Countywide Results: SPLOST: 61.61 % yes 38.39% no Redevelopment Powers: 56% yes 44% no This was a request to continue the existing SPLOST tax that is already in effect; it was not a new tax. The money can only be used to fund capital projects such as buildings and equipment that are capital assets. This renewal continues it from January 2020 to December 2025. Redevelopment Powers give local governments the authority to use the increased property tax revenue in specially defined areas to promote economic development. The specially defined area is called a "tax allocation district" or TAD. When a TAD is created, the State Department of Revenue sets the "base value" for the district. The base value is the assessed value before any redevelopment investment occurs. Any growth in the property tax revenues resulting from increases in property values above the base value is collected in a special fund and used for redevelopment costs in the TAD.
City Manager's Remarks:	City Council approval of the election results is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

Election Summary Report
 Bartow County, State of Georgia
 Primary, NP General and Special Election
 May 22, 2018

Date:06/04/18
 Time:09:46:12
 Page:1 of 1

Summary For CARTERSVILLE EAST, All Counters, SPLOST and Redevelopment

Registered Voters 5761

Num. Report Precinct 1 - Num. Reporting 1 100.00%

SPLOST						
	Polling	ABM	AIP	PRO	Total	
Number of Precincts	1	1	1	1	1	
Precincts Reporting	1	1	1	1	1	100.0 %
Total Votes	525	11	185	0	721	
YES	367	8	126	0	501	69.49%
NO	158	3	59	0	220	30.51%

REDEVELOPMENT POWERS						
	Polling	ABM	AIP	PRO	Total	
Number of Precincts	1	1	1	1	1	
Precincts Reporting	1	1	1	1	1	100.0 %
Total Votes	504	11	178	0	693	
YES	341	8	110	0	459	66.23%
NO	163	3	68	0	234	33.77%

Election Summary Report
Bartow County, State of Georgia
Primary, NP General and Special Election
May 22, 2018

Date:06/04/18
Time:09:46:40
Page:1 of 1

Summary For CARTERSVILLE WEST, All Counters, SPLOST and Redevelopment

Registered Voters 6575

Num. Report Precinct 1 - Num. Reporting 1 100.00%

SPLOST					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	1	1	1	1	1
Precincts Reporting	1	1	1	1	1 100.0 %
Total Votes	873	17	260	0	1150
YES	615	13	192	0	820 71.30%
NO	258	4	68	0	330 28.70%

REDEVELOPMENT POWERS					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	1	1	1	1	1
Precincts Reporting	1	1	1	1	1 100.0 %
Total Votes	837	17	251	0	1105
YES	565	11	176	0	752 68.05%
NO	272	6	75	0	353 31.95%