



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 – 5/17/2018
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 3, 2018 (Pages 1 - 9)

[Attachments](#)

B. Proclamations

1. National Safe Boating Week (Pages 10 - 11)

[Attachments](#)

2. National Foster Care Month (Pages 12 - 13)

[Attachments](#)

C. Appointments

1. Board of Zoning Appeals (Page 14)

[Attachments](#)

2. Cartersville-Bartow Library Board (Pages 15 - 16)

[Attachments](#)

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.

(Pages 17 - 29)

[Attachments](#)

E. Contracts/Agreements

1. Amendment to MEAG Power Sales Contracts (Pages 30 - 40)

[Attachments](#)

2. Williams/Transco Field Assessment (Pages 41 - 46)

[Attachments](#)

3. IGA with Bartow County (Pages 47 - 51)

[Attachments](#)

4. Construction Manager At Risk Agreement for Fire Station #3 (Page 52)

[Attachments](#)

5. CHP Business Associates Agreement (Pages 53 - 61)

[Attachments](#)

6. Conference Center Architectural Agreement (Pages 62 - 72)

[Attachments](#)

7. Pond & Company Construction Administration Agreement (Pages 73 - 81)

[Attachments](#)

F. Bid Award/Purchases

1. Travelers Insurance Invoice (Pages 82 - 83)

[Attachments](#)

2. GMP #2 for Gas Department, Fuel Station, & Recreational Pond (Pages 84 - 96)

[Attachments](#)

3. Computer Network Upgrade (Pages 97 - 99)

[Attachments](#)

G. Change Order

1. High Service Pumps 1 & 2 Replacement- Final Change Order (Pages 100 - 104)

[Attachments](#)

H. Monthly Financial Statement

1. March 2018 Financial Report (Pages 105 - 109)

[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
5/17/2018 7:00:00 PM
May 3, 2018

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been attached for your review.
City Manager's Remarks:	City Council approval of the minutes from the May 3rd City Council Meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 May 3, 2018
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Fox.

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

Absent: Jayce Stepp, Council Member Ward Two

II. Regular Agenda

A. Council Meeting Minutes

1. April 19, 2018

A motion to approve the April 19, 2018 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

B. Commendation/Recognition

1. 2019 Teachers of the Year

Mayor Santini presented resolutions honoring the teachers of the year: Leighanne Young, Cartersville Primary; Shannon Dietrich, Cartersville Elementary; Sara Bright, Cartersville Middle School; and Kim Foster, Cartersville High School.

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

1. T18-03, Outdoor Storage: Text Amendment to Chapter 26, Article IV, Sec. 4.25, Outdoor Storage and to Article IX, Sec. 9.2. M-U Multiple Use District, subsection 9.2.3, Development Standards

Randy Mannino, Planning and Development Department Head came forward to speak on T18-03 and stated Taylor Farm Supply will be relocating from Leake St. to 912/914 N. Tennessee

St. The new location is in the M-U (Multiple-Use) District. As part of the move, Taylor's will be rebranding themselves as a Lawn and Garden retailer with a need for outdoor storage of landscape supplies such as plants, mulches and related items. The M-U district does not permit outdoor storage. The purpose of the text amendment is to allow outdoor storage of landscape supplies and materials in side and rear yards on non-residential properties in the M-U district with a Special Use permit.

Mayor Santini opened the floor for a public hearing and with no one coming forward the public hearing was closed.

A motion to approve T18-03 was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. SU18-01: Special Use permit for outdoor storage. Application by Felshaw Holdings, LLC. Property is located at 912/914 N. Tennessee Street and contains approx. 1.66 acres.

Mr. Mannino stated SU18-01, Taylor Farm Supply intends to relocate from Leake St. to 912/914 N. Tennessee St. and rebrand itself as a Lawn and Garden retailer. Outdoor storage of landscape supplies will be required at the new location in the M-U zoning district. Currently, outdoor storage is not allowed in M-U district. This Special Use application is being coordinated with text amendment T18-03.

Mayor Santini opened the floor for a public hearing and with no one coming forward the public hearing was closed.

A motion to approve SU18-01 was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0.

D. Public Hearing

1. Old Tennessee Road at Highway 20/411

Keith Lovell, City Attorney stated on April 5, 2018, City Council approved the resolution to authorize the public advertisement of the road closure at Old Tennessee Road within Land Lot 51 at its intersection with State Route 20 and U.S. 411. This property had ceased to be used by the public, no substantial public purpose is served and it was in the best public interest that this section of road be abandoned. Council has been asked to hold a public hearing and then consider approval of the resolution to abandon and dispose of said property.

Mayor opened the floor for a public hearing and with no one coming forward the public hearing was closed.

A motion to approve the Old Tennessee Road at Highway 20/411 abandonment resolution and quitclaim deed was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

RESOLUTION NO. 11-18

WHEREAS, the Mayor and City Council provided notice of the abandonment of that portion of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road to the owners of said property, and published notice in the legal organ of Bartow County on the 19th day of April, 2018 and 26th day of April, 2018; and

WHEREAS, the Mayor and City Council have held a public hearing to discuss the abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road; and

WHEREAS, the Mayor and City Council have determined that it is in the best public interest to abandon Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as transfer the right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road, due to the relocation of a portion of Old Tennessee Road with its intersection with U.S. Hwy. 411 and State Route 20; and

WHEREAS, that portion of abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road is indicated on the plat of survey prepared for Highlands Investment Associates, by William B. Smith, G.R.L.S No. 1803, dated October 13, 2017, which is attached hereto and incorporated herein by reference as Exhibit "A;" and

WHEREAS, after consideration, the Mayor and City Council have determined that said Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy may be abandoned and the City will transfer the right of way access onto U.S. Hwy 411 and State Route 20 via this section of Old Tennessee Road; and

WHEREAS, a quitclaim deed from the City of Cartersville to Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop transferring this section of Old Tennessee Highway and right of access in the form attached hereto and incorporated herein by reference as Exhibit "B," needs to be executed, to effectuate said abandonment and transfer of right of access rights.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED that the City of Cartersville has determined that it is in the best public interest for the abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, and to accept of the right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road. Pursuant to O.C.G.A. § 32-7-1 et. seq., Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop shall transfer by quitclaim deed to the City of Cartersville all of their rights and interest in and to that portion of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy and the right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road as indicated by the quitclaim deed attached as Exhibit "B." The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to effectuate

said transfer. As the City did not pay for said property per O.C.G.A. § 32-7-4(2)(A), said property is being transferred at its cost to the City of \$0.00. In the event that Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop do not wish the underlying fee, that portion of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy shall be abandoned, and the City is authorized to sell pursuant to O.C.G.A. § 32-7-4.

BE IT AND IT IS HEREBY RESOLVED this _____ day of _____, 2018.

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

ATTEST:

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

E. Change Order

1. Dellinger Park Pavilions Construction - Elements of Construction & Wayne Davis Concrete

Greg Anderson, Parks and Recreation Department Head stated Elements of Construction was awarded bid #17-010 for the construction of 4 pavilions at Dellinger Park in amount of \$347,900.00 in November 2017. With the completion of the pavilion construction, there was a change-order deduction of \$6,000.00 for CPRD choosing not to wrap the trusses in cement-fiber, resulting in a final bid cost of \$341,900.00.

It is recommended to accept final totals for Bid #17-010 at \$341,900.00 and for Bid #17-014 at \$10,839.04 from Elements of Construction. Mr. Anderson also recommended paying invoices totaling \$6,261.75 from Wayne Davis Concrete.

The total budget for the Dellinger Park Pavilion Area renovation was \$400,000.00 which included a \$100,000.00 Land, Water & Conservation Fund grant. Approximately \$375,000.00 has been spent on this project and no additional expenses are anticipated. The pavilions are scheduled to be used on Friday, May 4, 2018 for the March of Dimes walk.

A motion to approve the Dellinger Park Pavilions Construction - Elements of Construction & Wayne Davis Concrete change order deduction was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

F. Bid Award/Purchases

1. Dellinger Park Front Entrance Material

Mr. Anderson stated the Cap Stone for the Dellinger Park Front Entrance Sign and Columns needed to be purchased for this project. The local company was unable to obtain the needed size. The City contractor was able to obtain the size needed from Sand-Stone Inc., Douglasville GA. Mr. Anderson recommended purchasing the 20 - 40" x 40" (split-caps) sandstone caps in the amount of \$5,337.50 from Sand-Stone Inc. This project is funded by the GO Recreation Bond.

A motion to approve Dellinger Park Front Entrance Material was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

2. Komatsu Lift Station Cable Replacement

Bob Jones, Water Department Head stated the lift station wet well needs to be cleaned periodically due to the accumulation of grease buildup. This is done by adding an industrial degreaser and spraying with high pressure water to emulsify the grease. Xylem, Flygt Pump Products, has provided the quote to replace all cables in the lift station for \$6,865.32. This is a sole source item which is original equipment manufacturer (OEM) specific. It is a budgeted item and recommended for approval.

Motion to approve the purchase of Komatsu Lift Station Cable Replacement was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

3. Sewer Jetting Truck Repair

Mr. Jones stated the City purchased a new O'Brien Sewer Jetting Truck in 2012. The truck would not produce pressure during recent use. The City originally purchased the truck from P & H Supply, the manufacturer's representative for Georgia, but they no longer support this line of equipment. The closest factory representatives are located in Arkansas, Tennessee and Mississippi.

Adams Equipment Company in Austell, Ga which sells and supports competing equipment to request service. Adams evaluated the truck and diagnosed the problem as a faulty clutch and leaking pump seals. Adams has repaired numerous pieces of our equipment for more than 15 years and has always given exemplary service. Adams Equipment Company, Inc. quote in the amount of \$5,927.75 is recommended for approval.

A motion to approve the sewer jetting truck repair from Adams Equipment Company was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

4. Dumpster Purchase

Tommy Sanders, Public Works Department Head stated solid waste received 3 bids for 10 each of 2 cubic yard dumpsters and 13 each of 4 cubic yard dumpsters. The low bidder

was Lewis Steel Works, Inc of Wren, GA for a total of \$10,730.00. There were three bids total: Lewis Steel Works for \$10,730.00; Nu Life Environmental for \$12,059.00; Baker Waste Equipment for \$13,838.00. Low bidder is recommended: Lewis Steel Works, and this is a budgeted item.

A motion to approve the dumpster purchase from Lewis Steel Works was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

5. Vault for Highland 75 Industrial Park – Phase II

Don Hassebrock, Electric Department Head stated the Electric Department is seeking authorization to purchase concrete vaults needed to construct phase II of our electrical supply to Highland 75 Industrial Park on Cass-White Rd. The vaults are necessary when installing long runs of underground cable. They provide access points needed to pull the cable through the conduits and make splices when needed.

City Electric received bids from two companies with a presence in Bartow County, Bartow Precast and Old Castle Company an affiliate of Block USA on Cassville Road. Mr. Hassebrock recommended the low bidder, which is Irby Company who is representing Old Castle Company, for the total price of \$23,843.00. This price includes the company providing the crane necessary to set the vaults in the ground. This is a budgeted item in the FY17-18 Capital Budget.

A motion to approve Vault for Highland 75 Industrial Park – Phase II was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

6. Extrication Equipment

Chief Scott Carter stated he respectfully requests permission to purchase a new set of extrication tools. These are the E-draulic tools that are referred to as the "Jaws of Life". This specialized set of tools will be used to free victims who are trapped because of motor vehicle accidents or other traumatic events. After extensive field testing, the Hurst brand tool out performed and exceeded the requirements of the department. This is a single source vendor through Municipal Emergency Services. City Fire respectfully requests approval of \$31,966.82 for the purchase of this equipment. This is a lease pool item that is \$3,033.18 below our budgeted amount. This is the final equipment purchase for the new fire truck that will arrive in June.

A motion to approve the purchase of Extrication Equipment was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

7. NCI Fiber Cable Installation Invoice

Dan Porta, Assistant City Manager stated the Fiber Department has signed up Liberty Church as a new internet customer and the services of NCI Inc. were needed to bore and install

the fiber cable necessary to serve this customer. Liberty Church paid an installation fee of \$12,000 with a monthly service fee of \$485.00 for internet service. The payback on this new service is 1.52 years. Mr. Porta recommended approval of this NCI Inc. invoice in the amount of \$17,500.00.

A motion to approve NCI Fiber Cable Installation Invoice was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

8. Carousel Industries Firewall Support Invoice

Mr. Porta stated this is for the annual support of three core firewalls the City has for our computer systems. The annual support is \$9,866.40 and is recommended for your approval.

A motion to approve Carousel Industries Firewall Support Invoice was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

9. Fiduciary Insurance

Mr. Porta stated the annual fiduciary insurance policy through Philadelphia Insurance Companies for the Pension Board and other city Boards is up for renewal at a cost of \$9,324.00 and is recommended for your approval.

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

G. Contracts/Agreements

1. Materials & Soil Testing Services for New City Facilities

Mr. Porta stated the City requested proposals from companies to provide material testing and special inspection services for the new Gas Department Headquarters, Fuel Station, Storage Building and Recreational Pond to be located on Old Mill Road. Services needed by the winning bidder include subgrade evaluations and field density testing, foundation bearing surface evaluations, concrete testing and structural steel testing. After staff reviewed the three proposals received from: Geo-Hydro Engineers, Piedmont Engineering and Nova Engineering, it was determined that the best bid was received from Geo-Hydro Engineers.

Since the amount of testing is determined based on the number of tests required, which varies based on how the job progresses, Mr. Porta recommended approval of an agreement with Geo-Hydro Engineers with an amount not to exceed \$30,000.

A motion to approve Materials & Soil Testing Services for New City Facilities was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

Council Member Wren made a motion to add an item to agenda. The motion was

seconded by Council Member Roth and it passed unanimously. Vote: 5-0.

Added Item: Ante Litem Notice

Mr. Lovell stated an ante litem notice has been brought against the City where City Police was involved in a car accident on Cassville Road. Due to the claim and lack of information Mr. Lovell recommended denial of the ante litem notice.

Council Member Fox made a motion to deny the ante litem notice, and the motion was seconded by Council Member Cooley. 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
5/17/2018 7:00:00 PM
National Safe Boating Week

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	This is a proclamation recognizing National Safe Boating Week.
City Manager's Remarks:	This is a ceremonial item. No action is required on the part of City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, The City of Cartersville, Georgia, with its unique weather and water resources, offers special water-related recreational activities to its residents and people from around the world; and

WHEREAS, Lake Allatoona when full, covers more than 12,000 acres, has 270 miles of shoreline and is one of the most visited lakes in the United States; and

WHEREAS, getting a free vessel safety check, taking a safe boating course each year, filing a float plan with a family member or friend and checking the weather before boating are key steps to a safe and enjoyable time boating; and

WHEREAS, knowing basic navigation rules and never operating a boat while under the influence of drugs or alcohol; and

WHEREAS, a significant number of boaters who have lost their lives would be alive today had they worn their life jackets; and

WHEREAS, our local Acworth flotilla of the U.S. Coast Guard Auxiliary conducts numerous safety patrols, boating safety education classes, and vessel safety checks along with providing boating safety materials to retailers and at public events.

NOW, THEREFORE I, Matthew J. Santini, Mayor of the City of Cartersville, do hereby support the goals of the North American Safe Boating Campaign by proclaiming May 19 - 25, 2018 as "NATIONAL SAFE BOATING WEEK" and urge those who boat to 'Wear It!'

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

Mayor

Attest: _____ City Clerk



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
National Foster Care Month

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	This proclamation is being presented in order to recognize the commitment of all who touch the lives of youth in foster care.
City Manager's Remarks:	No formal action is required on part of City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY of CARTERSVILLE

Proclamation



WHEREAS, we, as a community, have no task more important than ensuring our children grow up healthy and safe; and

WHEREAS, it is a promise we owe to the hundreds of youth in foster care – boys and girls who too often go without love, protection and stability; and

WHEREAS, this month we recommit to giving them that critical support and we recognize the foster parents and professionals who work every day to lift up the children in their care toward a bright and productive future; and

WHEREAS, whether as a friend, a role model or a guardian, any of us can be a supportive adult for a child in need; and

WHEREAS, honoring the countless adults who are answering that call to action, let us mark this month by showing children and youth in foster care the best our county has to offer.

NOW, THEREFORE, I, Matthew J. Santini, Mayor of the City of Cartersville, do hereby proclaim May 2018, as FOSTER CARE MONTH and call upon all citizens to observe this month by taking time to help youth in foster care and recognize the commitment of all who touch their lives at a most challenging time.

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

Mayor

Attest: _____ City Clerk



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
Board of Zoning Appeals

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	The term of the Mayor's appointee, Lamar Pendley, will expire June 2018. Mr. Pendley is willing to continue serving if re-appointed, and his new term will expire in June 2022.
City Manager's Remarks:	Your appointment of Mr. Pendley for this term is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
Cartersville-Bartow Library Board

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Ginny Weaver's term on the Cartersville-Bartow Library Board will expire on June 30, 2018. Randi Sonenshine will take Ms. Weaver's place and if appointed, Randi's term will expire June 30, 2021.
City Manager's Remarks:	Appointment of Ms. Sonenshine to a term through June 30, 2021 is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Board/Commission Application Form

Applicant Information

Name Sonenshine Randi M
(last) (first) (middle initial)

Address 489 Waterford Dr Cartersville, GA 30120
(street)

Email Address randi68@bellsouth.net

Home Phone _____ Cell Phone 404-444-4416

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

Related Experience: Civic/Business/Other

Teacher, High School English, Middle School Language Arts, College Reading
Literacy Coach
Children's Author
k-12 Reading Specialist (Master's Degree in Reading from Berry College, 1998)
Member of the GA Department of Education English Language Arts Advisory Council
Grant Writing Experience- Georgia Striving Readers and L4GA

Personal References (list at least 3)

<u>Audra Saunders, Director of Curriculum, Cartersvi</u>	<u>770-387-4735</u>
<u>Valerie Gilreath, Bartow Literacy Council</u>	<u>404-217-7025</u>
<u>Ken MacKenzie, Principal Cartersville Middle Sch</u>	<u>770-382-3666</u>

Position Information

Board/Commission applying for: Bartow County Library Board

Reason interested in position (please explain in space provided)

I am a passionate literacy advocate, longtime literacy educator, and lifetime lover of books
and libraries. I'd love to contribute to the Bartow County community, and being on the
library Board will allow me to do that in a way that draws on my experience and passions.

Randi M. Sonenshine
Applicant Signature

Date March 26, 2018

Thank you for your interest in serving our community



City of Cartersville

City Council Meeting

5/17/2018 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 - 1st 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
-------------------------------	---------------------------------	------------------------

- 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
--	---	----------------

- 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
--	--	----------------

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
------------------------------------	---	---------

- (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>
Representative Signature <u>[Signature]</u>	Email (Rep) <u>MARK@HANDHRENTRE.NET</u>
Signed, sealed and delivered in presence of: <u>[Signature]</u>	Applicant Signature <u>[Signature]</u>
My commission expires: _____	My commission expires: _____

Notary Public Seal: JEAN WOODALL, Notary Public, My Commission Expires SEPTEMBER 13, 2020, BARTOW COUNTY, GEORGIA

Item # 6

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.

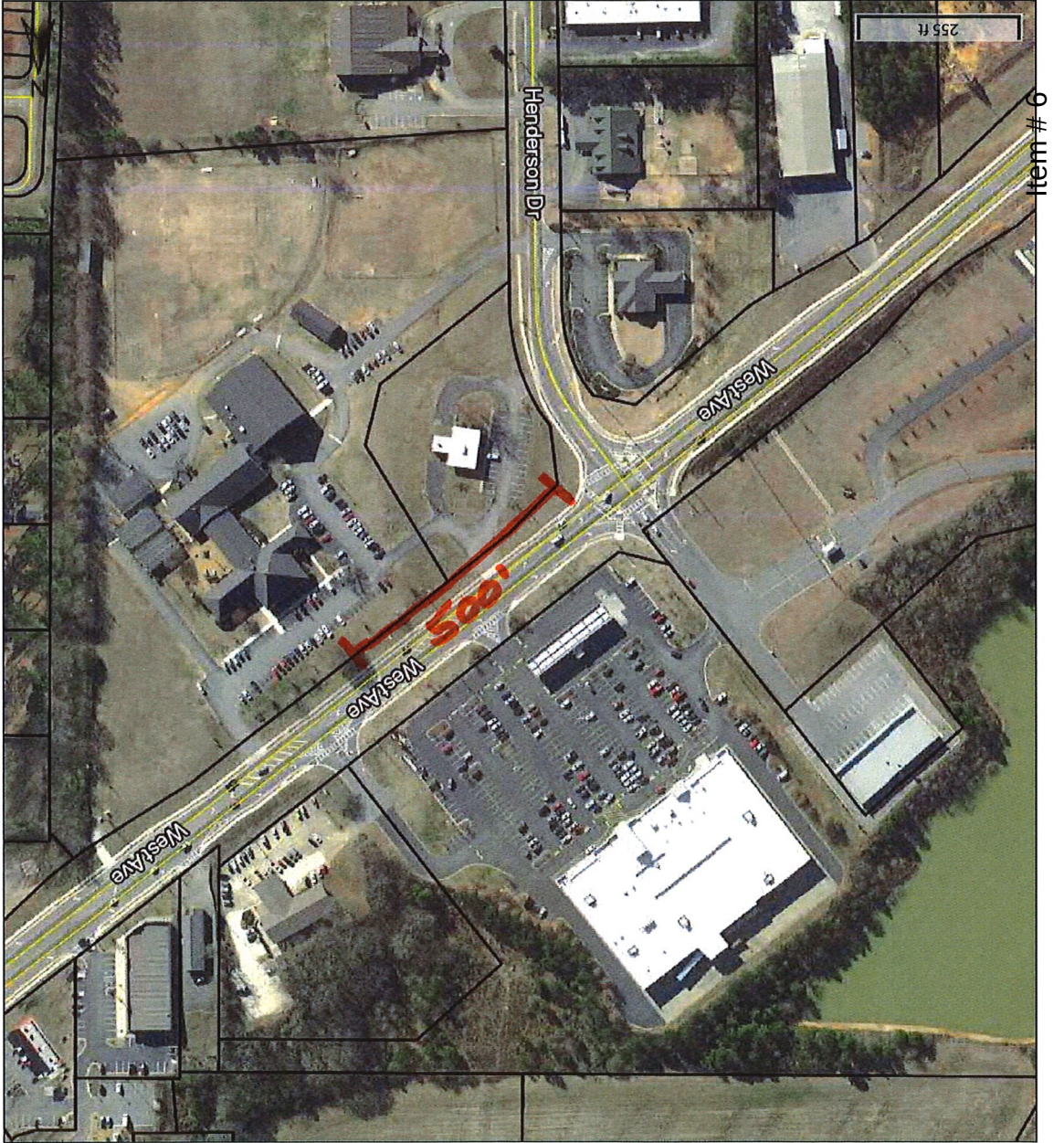
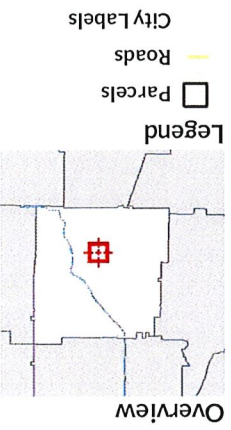
(Continue on additional sheets as needed)

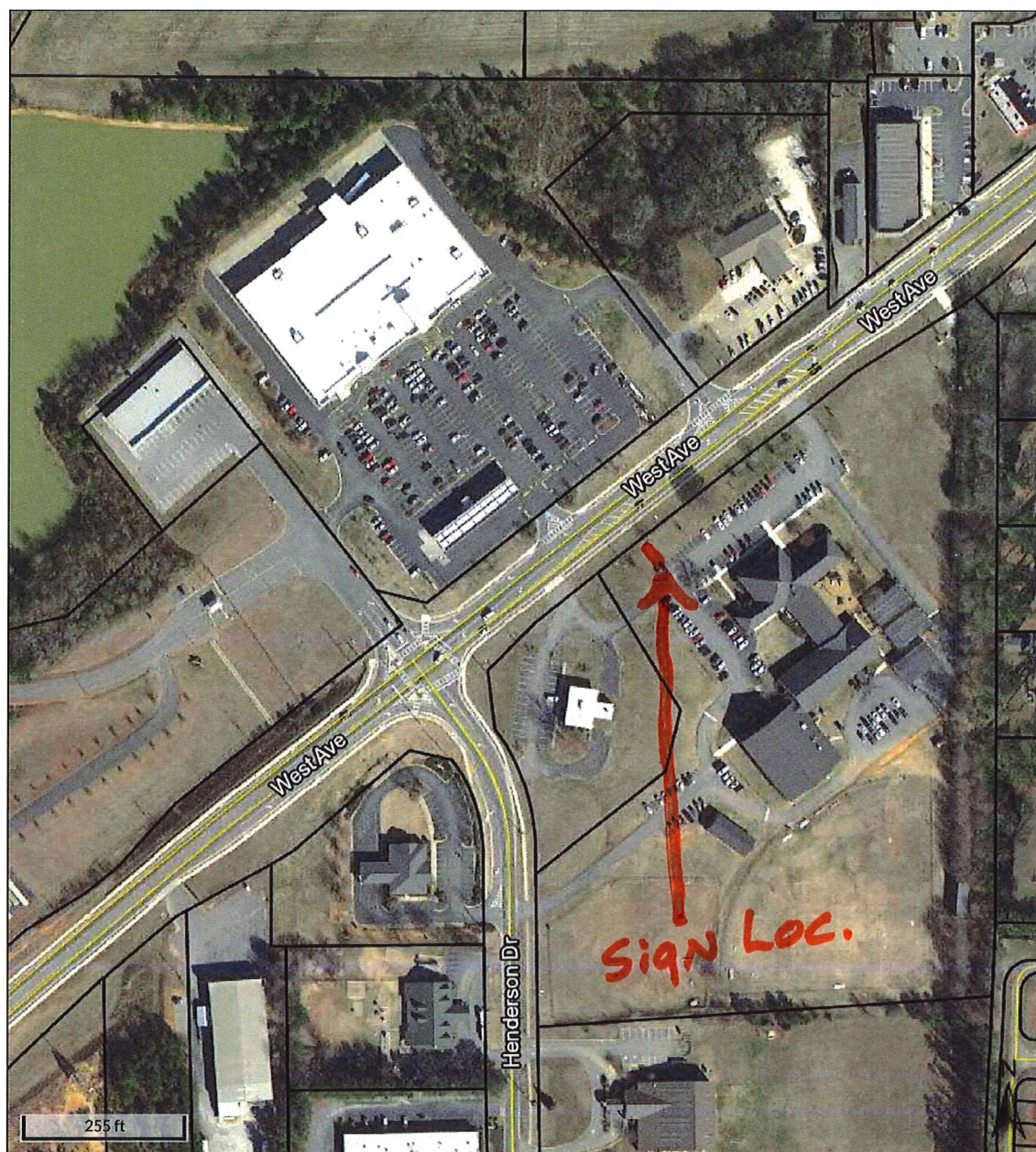
**REQUIREMENTS FOR FILING
AN APPLICATION FOR TEXT AMENDMENT(S)
CITY OF CARTERSVILLE, GA**

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



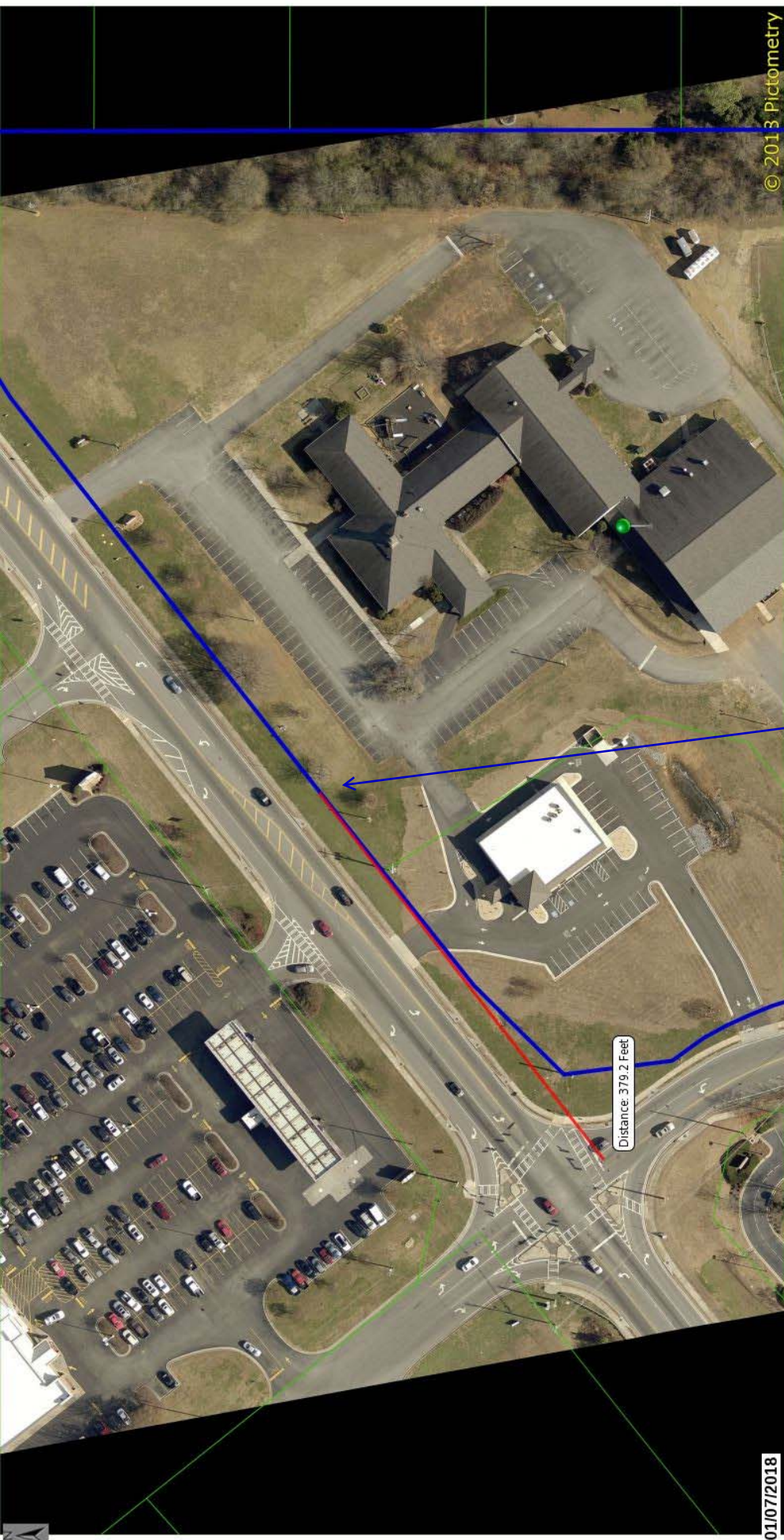
Legend

-  Parcels
-  Roads
-  City Labels

Item # 6

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

 Developed by
The Schneider Corporation



© 2013 Pictometry

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

Distance: 379.2 Feet

01/07/2018



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
Amendment to MEAG Power Sales Contracts

SubCategory:	Contracts/Agreements
Department Name:	Electric Department
Department Summary Recommendation:	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. Cartersville Electric System is requesting that Council authorize the Mayor and City Clerk to sign the Amendment to Power Sales Contracts.
City Manager's Remarks:	City Council approval of the amendment to the power sales contract outlined above is recommended.
Financial/Budget Certification:	
Legal:	Keith Lovell has reviewed the Amendment to Power Sales Contract.
Associated Information:	

**AMENDMENT TO POWER SALES CONTRACTS
BETWEEN
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA
AND
THE UNDERSIGNED PARTICIPANT**

This Amendment (the "Amendment") is made and entered into as of _____, 2018 by and between the Municipal Electric Authority of Georgia, a public body corporate and politic and a public corporation of the State of Georgia, hereinafter sometimes referred to as the Authority, created by the provisions of 1975 Georgia Laws 107, as amended (O.C.G.A. § 46-3-110, *et seq.*), and the undersigned political subdivision of the State of Georgia, hereinafter sometimes designated as the Participant.

W I T N E S S E T H:

WHEREAS, the Authority and the Participant entered into a Power Sales Contract dated as of October 1, 1975, an Amendment dated as of March 1, 1976, a Second Amendment dated as of May 25, 1977, a Third Amendment dated as of February 1, 1978, a Fourth Amendment dated as of May 1, 1980, a Fifth Amendment dated as of November 16, 1983, a Sixth Amendment dated as of January 1, 1986, a Seventh Amendment dated as of May 31, 1989 and an Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter "Project One Power Sales Contract"); and

WHEREAS, the Authority and the Participant entered into a Project Two Power Sales Contract dated as of February 1, 1978, a First Amendment dated as of May 1, 1980, a Second Amendment dated as of January 1, 1986 and an Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter "Project Two Power Sales Contract"); and

WHEREAS, the Authority and the Participant entered into a Project Three Power Sales Contract dated as of May 1, 1980, a First Amendment dated as of January 1, 1986 and an Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter "Project Three Power Sales Contract"); and

WHEREAS, the Authority and the Participant entered into a Project Four Power Sales Contract dated as of November 16, 1983, a First Amendment dated as of January 1, 1986 and an

Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter "Project Four Power Sales Contract"); and

WHEREAS, the Authority and the Participant wish to amend the Project One Power Sales Contract, the Project Two Power Sales Contract, the Project Three Power Sales Contract and the Project Four Power Sales Contract (hereinafter sometimes referred to collectively as the "Power Sales Contracts") in the manner provided herein, in order (a) to delete the requirements that the Authority engage a Consulting Engineer and that the Consulting Engineer prepare an annual comprehensive engineering report and (b) to provide that certain determinations currently required of the Consulting Engineer instead be made by the Authority.

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and in order to provide for such changes to the Power Sales Contracts, it is agreed by and between the Authority and the Participant that the terms of the Power Sales Contracts shall be amended as follows:

SECTION 1. AMENDMENTS TO POWER SALES CONTRACTS.

(a) Amendments to Project One Power Sales Contract:

(i) Amendment to Section 102(j) of the Project One Power Sales Contract:

Section 102(j) of the Project One Power Sales Contract, the definition of "Consulting Engineer," is hereby amended to read in its entirety as follows:

"(j) [Reserved]"

(ii) Amendment to Section 102(s) of the Project One Power Sales Contract:

The phrase "(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the Project in good operating condition or to prevent a loss of revenues therefrom" set forth in Section 102(s) of the Project One Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the Project in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 205 of the Project One Power Sales Contract:**

Section 205 of the Project One Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“Section 205. [Reserved]”

(iv) **Amendment to Section 306(b)(2)(B) of the Project One Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the generating facilities of the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 306(b)(2)(B) of the Project One Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the generating facilities of the Project in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 306(c)(2)(B) of the Project One Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the transmission system facilities of the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 306(c)(2)(B) of the Project One Power Sales

Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer **Authority**, to keep the transmission system facilities of the Project in good operating condition or to prevent a loss of revenues therefrom”

(vi) **Amendment to Section 501(b) of the Project One Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to the Project necessary, in the opinion of the Consulting Engineer, to keep the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 501(b) of the Project One Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to the Project necessary, in the opinion of the Consulting Engineer **Authority**, to keep the Project in good operating condition or to prevent a loss of revenues therefrom”

(b) **Amendments to Project Two Power Sales Contract:**

(i) **Amendment to Section 102(i) of the Project Two Power Sales Contract:**

Section 102(i) of the Project Two Power Sales Contract, the definition of “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“(i) [Reserved]”

(ii) **Amendment to Section 102(s) of the Project Two Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep Project Two in good operating condition or to prevent a loss of revenues therefrom” set forth in

Section 102(s) of the Project Two Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Two in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 204 of the Project Two Power Sales Contract:**

Section 204 of the Project Two Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“Section 204. [Reserved]”

(iv) **Amendment to Section 305(b)(2)(B) of the Project Two Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the facilities of Project Two in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 305(b)(2)(B) of the Project Two Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the facilities of Project Two in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 401(b) of the Project Two Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Two necessary, in the opinion of the Consulting Engineer, to

keep Project Two in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 401(b) of the Project Two Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Two necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Two in good operating condition or to prevent a loss of revenues therefrom”

(c) **Amendments to Project Three Power Sales Contract:**

(i) **Amendment to Section 102(j) of the Project Three Power Sales Contract:**

Section 102(j) of the Project Three Power Sales Contract, the definition of “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“(j) [Reserved]”

(ii) **Amendment to Section 102(s) of the Project Three Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 102(s) of the Project Three Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 204 of the Project Three Power Sales Contract:**

Section 204 of the Project Three Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“Section 204. [Reserved]”

(iv) **Amendment to Section 305(b)(2)(B) of the Project Three Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the facilities of Project Three in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 305(b)(2)(B) of the Project Three Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the facilities of Project Three in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 401(b) of the Project Three Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Three necessary, in the opinion of the Consulting Engineer, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 401(b) of the Project Three Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Three necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom”

(d) **Amendments to Project Four Power Sales Contract:**

(i) **Amendment to Section 102(k) of the Project Four Power Sales Contract:**

Section 102(k) of the Project Four Power Sales Contract, the definition of “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“(k) [Reserved]”

(ii) **Amendment to Section 102(t) of the Project Four Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 102(t) of the Project Four Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 204 of the Project Four Power Sales Contract:**

Section 204 of the Project Four Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“Section 204. [Reserved]”

(iv) **Amendment to Section 305(b)(2)(B) of the Project Four Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the facilities of Project Four in good operating condition or to prevent a loss of revenues

therefrom” set forth in Section 305(b)(2)(B) of the Project Four Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the facilities of Project Four in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 401(b) of the Project Four Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Four necessary, in the opinion of the Consulting Engineer, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 401(b) of the Project Four Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Four necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom”

SECTION 2. EFFECT OF THIS AMENDMENT. The Power Sales Contracts as amended hereby shall continue in effect and are reaffirmed by the parties. Terms not defined herein are to be defined as in the Power Sales Contracts.

SECTION 3. EFFECTIVENESS. This Amendment shall become effective when duly approved and executed and delivered by the Participant, and when executed and delivered by the Authority. The Authority will only execute and deliver this Amendment when it has determined that this Amendment or similar amendments have been duly executed and delivered by each of the current forty-nine (49) Participants.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Municipal Electric Authority of Georgia has caused this Amendment to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Participant has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Participant is hereby acknowledged, all as of the date and year first above written.

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

By: _____
Gregory P. Thompson - Chairman

Attested:

By: _____
Name: James E. Fuller
Title: President and CEO

[SEAL]

PARTICIPANT:

CITY OF CARTERSVILLE

By: _____
Name: _____
Title: _____

Attested:

By: _____
Name: _____
Title: _____

[SEAL]



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
Williams/Transco Field Assessment

SubCategory:	Contracts/Agreements
Department Name:	Gas System
Department Summary Recommendation:	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 I recommend approval of TEA to perform this assessment.
City Manager's Remarks:	City Council approval of the attached assessment work by Tupelo Ecological Aspects 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 8, 2018

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

As you know, an environmental field assessment for the proposed location of the above referenced project is required prior to the completed site design and construction of the proposed facilities. As a professional service, we requested a proposal from Tupelo Ecological Aspects, Inc. of Rome, Georgia to perform the assessment. Attached is a quotation in the total amount of \$1,250.00.

As you know, Tupelo Ecological Aspects, Inc. of Rome, Georgia has satisfactorily performed numerous environmental assessments and studies for us and other City Departments in the past and is fully capable of performing this environmental assessment. The proposal documents are acceptable to the City Attorney's office and, therefore, I recommend the City award this proposal to Tupelo Ecological Aspects, Inc. of Rome, Georgia and execute the proposal documents.



May 4, 2018

Mr. Brian Friery
City of Cartersville Gas System
Post Office Box 1390
Cartersville, Georgia 30120

RE: Transco Dalton Expansion Delivery Point Metering Station
City of Cartersville Gas System
Bartow County, Georgia
Environmental Field Services

Dear Mr. Friery:

Tupelo Ecological Aspects, Inc. (TEA) is pleased to submit this proposal to provide environmental field services on the above-referenced project. The project proposes the municipal development of an estimated 1.23-acre Metering Station in Bartow County, Georgia. The metering station would also include the development of a 40-foot permanent utility easement (0.636 acre), 0.506-acre temporary construction easement and a gravel driveway access from State Route 113 to the proposed Metering Station.

TEA proposes to provide the following services:

- " Perform a comprehensive field assessment of the presence of Waters of the United States associated with the above-referenced 1.23-acre Metering Station and all associated permanent utility easement, temporary construction easement and a proposed gravel driveway extending south from State Route 113 to the Metering Station. Delineate the boundary of jurisdictional wetland and open water locations with pink flagging imprinted with "Wetland Boundary". Delineate the boundary of jurisdictional intermittent and perennial stream channels with solid blue flagging.
- " Flagged wetland, open water, and stream boundaries would be available for future land survey analysis by the City of Cartersville Gas System. This boundary survey information would provide the location and configuration of delineated on-site Waters of the United States subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE) and accommodate the measurement and mapping of protected "state water" and "trout stream" buffers subject to the jurisdiction of the Environmental Protection Division's Watershed Protection Branch (EPD). This boundary survey information would also accommodate the development of a cumulative impact analysis, buffer encroachment analysis, impact avoidance and minimization strategy, Section 404 Clean Water Act permit assessment (USACE), and Stream Buffer Variance application assessment (EPD).



Mr. Brian Friery

May 4, 2018

Page Two

TEA proposes to provide the following services: (continued)

- " Evaluate the 1.23-acre Metering Station and all associated permanent utility easements, temporary construction easements and a proposed gravel driveway extending south from State Route 113 to the Metering Station for the potential occurrence of federally endangered, threatened, and candidate plant and animal species listed by the U.S. Fish and Wildlife Service (USFWS) in Bartow County, Georgia.

The following assumptions have been made regarding the scope of work associated with the above-referenced project:

- " Preparation and submittal of a Waters of the United States and State Water Assessment Report to the City of Cartersville Gas System would not be included in this contract. This environmental report service would be incorporated into a supplement environmental services contract that would involve the completion of all required environmental field services for the proposed Transco Dalton Expansion utility project corridor.
- " Preparation and submittal of a Nationwide Permit or Joint Application for an Individual Permit to the USACE Savannah District Piedmont Section of the Regulatory Branch Office in Morrow, Georgia would not be included in this contract. A supplemental budget to provide this federal permitting service would reflect the cumulative Waters of the United States impacts and the compensatory mitigation requirements. This supplemental budget would be submitted upon request by the City of Cartersville Gas System.
- " The City of Cartersville Gas System (applicant) would be responsible for the purchase of any required wetland and stream compensatory mitigation credits from an USACE authorized mitigation banking instrument with a primary service area available to the proposed project area in Bartow County. Based upon GA EPA watershed mapping, it is anticipated that the project area would occur within the Etowah River basin, designated as Hydrologic Unit Code (HUC) 03150104.
- " Preparation and submittal of a Stream Buffer Variance to the EPD Watershed Protection Branch would not be included in this contract. A supplemental budget to provide this state permitting service would reflect the cumulative State Water Buffer buffer encroachment and State Water utility crossing design. This supplemental budget would be submitted upon request by the City of Cartersville Gas System.
- " TEA would not be responsible for the identification and assessment of historic structures and/or archaeological resources pursuant to Section 106 of the Historic Preservation Act of 1966. TEA can obtain a formal scope of service and budget proposal from a cultural resource consultant upon request by the City of Cartersville.



*Mr. Brian Friery
May 4, 2018
Page Three*

Provided below is the budget and estimated schedule for completion of environmental field and services associated with this contract:

Waters of the United States Delineation & State Water Field Assessment

\$750.00

1 Week

Threatened and Endangered Species Survey

\$500.00

1 Week (Conducted concurrent with Waters of the United States Delineation)

The lump sum fee for providing these environmental field services including labor, overhead, and expenses is \$1,250.00. The payment schedule for labor and expenses invoiced by TEA will be 14 calendar days upon receipt by the City of Cartersville Gas System. During the duration of this contract, all contractors and subcontractors must remain in compliance with the Georgia Security and Immigration Compliance Act of 2007 and Georgia Code 13-10-91 and 50-36-1.

Thank you for your consideration and selection of TEA for this project. I appreciate the opportunity to provide this proposal and look forward to working with you and the City of Cartersville Gas System on this project. Please do not hesitate to contact me if you have any questions, comments, or require additional information.

Sincerely,

Jeremy Hummel

Jeremy Hummel
President



Mr. Brian Friery
May 4, 2018
Page Four

ACCEPTED AND AGREE TO:

CITY OF CARTERSVILLE

**RE: Transco Dalton Expansion Delivery Point Metering Station
City of Cartersville Gas System
Bartow County, Georgia
Environmental Field Services**

BY: (Print Name) _____

TITLE: (Print Title) _____

SIGNATURE: _____

DATE: _____

BY: (Print Name) _____

TITLE: (Print Title) _____

SIGNATURE: _____

DATE: _____

***If the terms of the proposal are acceptable, please sign and date in the space provided and return one signed copy (PDF Copy) to TEA via email at teainc@hotmail.com.**

Please forward all correspondence and invoice payment to:

**Tupelo Ecological Aspects, Inc.
3710 Francis Trail
Gainesville, Georgia 30506**



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
IGA with Bartow County

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	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, we estimated their cost to be \$90,000 and the city's cost for our part of Douthit Ferry Road is \$120,000. The agreement in the attached IGA 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 the schools are out for the summer. I recommend approval of this agreement.
City Manager's Remarks:	City Council approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

INTERGOVERNMENTAL AGREEMENT

BETWEEN

BARTOW COUNTY and CITY OF CARTERSVILLE

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 by and between Bartow County, a political subdivision of the State of Georgia (sometimes hereinafter referred to as “County”) and City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as “City”).

WITNESSETH

WHEREAS, the County collects ad valorem property and sales taxes within the City limits of the City of Cartersville, for the provision of various government operations including those related to transportation and the maintenance of roads within the County’s boundaries; and

WHEREAS, the Douthit Ferry Road is located partially within the City limits and partially outside in the unincorporated area of the County; and

WHEREAS, the City is located within the County; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement relating to the County resurfacing Douthit Ferry Road including the portion within the incorporated areas of the County, being within the City; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with on another for any period not exceeding fifty (50) years; and

WHEREAS, the County and City deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, *inter alia*, allow for the resurfacing of Douthit Ferry Road by the County; and

1.

The length of Douthit Ferry Road needs to be resurfaced from Hwy 113 to Old Alabama Road. The resurfacing shall comply with all City and County regulations and “those of the Georgia Department of Transportation; hereinafter referred to as the Project”.

2.

The County shall perform said resurfacing indicated above commencing in 2018 and be responsible for all costs and expenses related thereto. The City shall provide the sum of \$120,000.00 to the County for said resurfacing. Said funds are due and payable within thirty (30) days of an invoice from the County upon completion of the Project indicated above.

3.

The County shall complete said project by August 31, 2018.

4.

Upon ninety (90) days notice by writing, either party may terminate this agreement.

5.

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U.S. Mail, postage prepaid addressed to the County Manager of Bartow County at 135 W. Cherokee Ave, Cartersville, Georgia, 30120 and Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Manager of Cartersville, at Post Office Box 1390, Cartersville, Georgia 30120.

6.

This Agreement shall be effective upon execution by the parties and shall expire by September 1, 2018, however upon mutual agreement the parties hereto may terminate and extend this Agreement.

7.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

BARTOW COUNTY, GEORGIA

Kathy Gill, County Clerk

Steve Taylor, Commissioner

Date: _____

Attest:

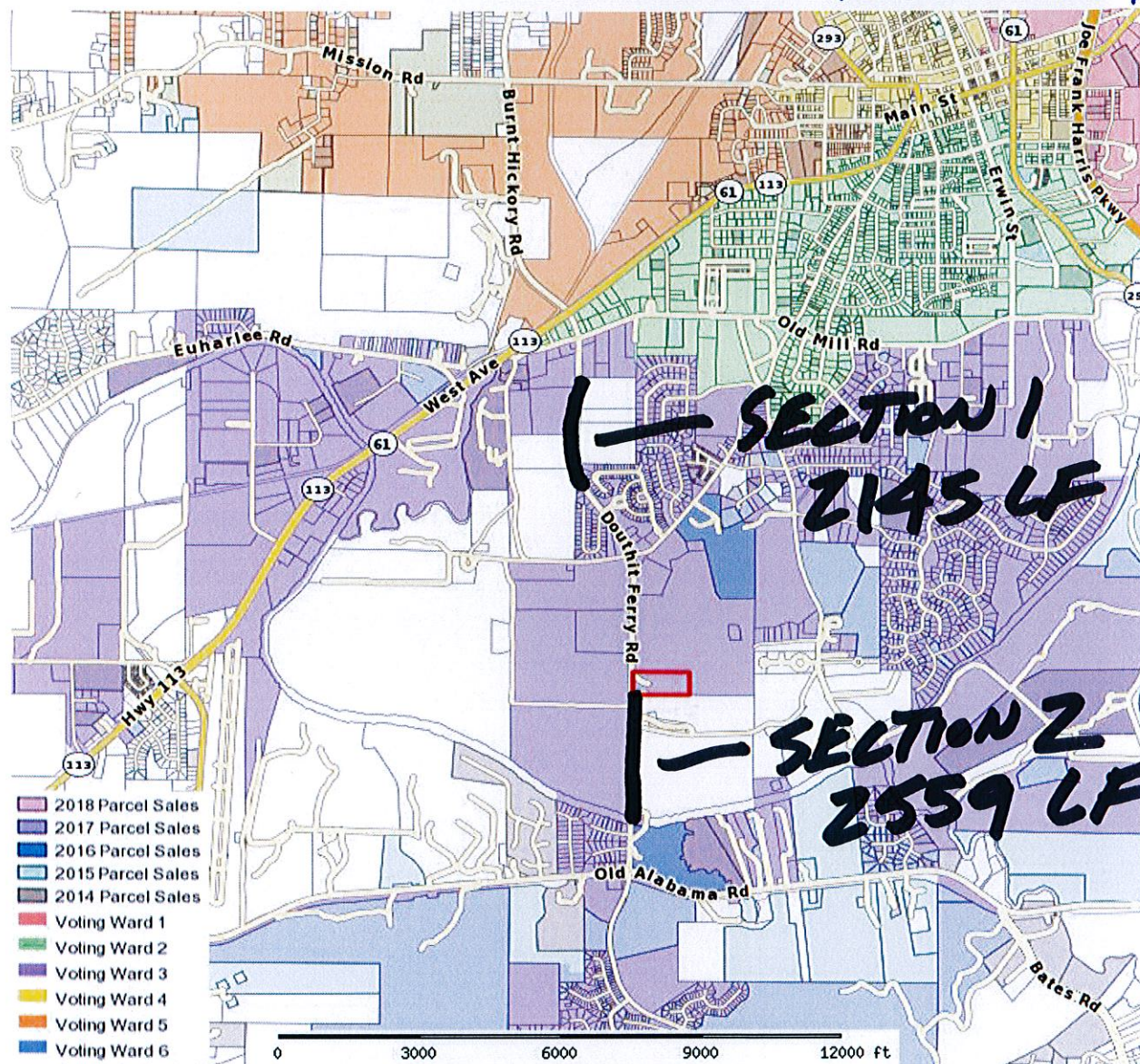
CITY OF CARTERSVILLE

Meredith Ulmer, City Clerk

Matthew J. Santini, Mayor

Date: _____

4704 LF x 22' W / 9 = 11,500 SF x 165 # / 5 ft = 2000 TM = 950 TONS x \$85 / 100
 TOPPING = \$81,000
 DEEP PATH = \$ 9000
 TOTAL = \$90,000



Bartow County Assessor

Parcel: 36820 Acres: 0

Name:	HERITAGE BAPTIST CHURCH	Land Value	\$ 818,000
Site:	DOUTHIT FERRY RD	Building Value	\$ 810,200
Sale:	\$138,000 on 1987-12-01 Reason=Q Qual=Q	Misc Value	\$ 15,700
Mail:	1070 DOUTHIT FERRY RD	Total Value:	\$ 1,643,900
	CARTERSVILLE, GA 30120		



The Bartow County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER BARTOW COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 04/11/18 : 15:50:42

Item # 9



City of Cartersville

City Council Meeting

5/17/2018 7:00:00 PM

Construction Manager At Risk Agreement for Fire Station #3

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	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.
City Manager's Remarks:	Council approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid with SPLOST 2014 proceeds.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
CHP Business Associates Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	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.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between **City of Cartersville**, (herein referred to as “Covered Entity”) and **Corporate Health Partners, LLC** (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties”.

WHEREAS, Covered Entity and Business Associate entered into a business relationship for services memorialized in one or more separate agreements (the “Underlying Agreement(s)”), pursuant to which Business Associate is considered a “business associate” of Covered Entity, as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services, as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and/or the Final Omnibus Rule, issued January 25, 2013 (the “Final Rule”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate involves the exchange of Protected Health Information (“PHI”), as that term is defined under HIPAA, as amended; and

For good and lawful consideration as set forth in the Underlying Agreement(s), Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, as amended, its implementing regulations, the HITECH Act, the Final Rule, and applicable state law;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

B. Breach. “Breach” shall have the same meaning as the term “breach” in §13400 of the HITECH Act, as amended, and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information. However, an impermissible use or disclosure of PHI will be presumed to be a breach, unless the breaching party demonstrates that there is a low probability that the PHI has been compromised.

C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

D. Electronic Protected Health Information or e-PHI. “Electronic Protected Health Information” or “e-PHI” is a subset of Protected Health Information and shall mean Protected Health Information that is transmitted or maintained in any electronic media.

E. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and the Final Rule, and as may otherwise be amended from time to time.

F. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

G. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.

H. Security Incident. “Security Incident” shall mean the attempted, or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of information, or interference with the system operation of an information system.

I. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

J. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and 164, Subparts A and C, as amended by the HITECH Act and the Final Rule and as may otherwise be amended from time to time.

K. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule, the Security Rule, or this Agreement.

B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).

C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule and Security Rule, as required by the HITECH Act, as amended by the Final Rule, to the same extent as Covered Entity.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.

B. To the extent Business Associate creates, receives, maintains, or transmits e-PHI at any time during the term of this Agreement, Business Associate shall appropriately safeguard the e-PHI in the following manner: (a) develop, document, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and

availability of the e-PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Regulation, the HITECH Act, and amendments thereto; (b) ensure that any agent, including a subcontractor, to whom Business Associate provides e-PHI agrees to implement reasonable and appropriate safeguards to protect the e-PHI; and (c) report any Security Incident of which the Business Associate becomes aware.

C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement, including, but not necessarily limited to, Breaches of Unsecured PHI, as required by 45 CFR 164.410.

D. Business Associate shall promptly notify Covered Entity of a Breach of Unsecured PHI following the first day on which Business Associate (or Business Associate's employer, officer, director, or agent) knows of such Breach. Business Associate's notification to Covered Entity hereunder shall:

1. Be made directly to Covered Entity, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
2. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
3. Be in substantially the same form as **Exhibit A** hereto.

E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate, and any subcontractor, if applicable, shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from Covered Entity, or that created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

G. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual, or the Individual's designee, in order to meet the requirements under 45 CFR §164.524. In the case that the Business Associate uses or maintains e-PHI, the entity shall provide access to such information in electronic format, at the request of Covered Entity, or, as directed by Covered Entity, to an Individual, or the Individual's designee, in order to meet the requirements under 42 U.S.C. § 17935(e).

H. To the extent applicable, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, or the Individual's designee.

I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to allow Covered Entity to respond to the Individual's request. Alternatively, Business Associate agrees to provide such an accounting of disclosures made by Business Associate directly to an Individual, if Business Associate receives a request for same directly from the Individual and Covered Entity instructs Business Associate to do so.

K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

L. Business Associate shall make, and shall direct any subcontractor business associate to make, its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy and Security Rules. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate, and Business Associate shall direct any subcontractor business associate to do the same.

M. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out legal responsibilities of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the date the Underlying Agreement(s) is effective, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;

2. Immediately terminate this Agreement if Business Associate, or one of its subcontractors, has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

3. Should Business Associate make a disclosure of PHI in violation of this Agreement, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement(s).

V. CONSIDERATION. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. MODIFICATION. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, the HITECH Act, and/or any amendments thereto.

VII. INTERPRETATION OF THIS CONTRACT IN RELATION TO OTHER CONTRACTS BETWEEN THE PARTIES. Should there be any conflict between the language of this contract and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

VIII. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under Georgia state law and is subject to the provisions of Georgia state law. If the HIPAA Privacy or Security Rules and Georgia state law conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

IX. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.

B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule and/or Security Rule means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Attention: _____
 Phone: _____

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Corporate Health Partners, LLC
 2105 Barrett Park Drive, Suite 106
 Kennesaw, Georgia 30144
 Attention: Dayna Messina, Privacy & Security Officer
 Phone: (678) 486-8610

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

By: _____

Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE:

By: _____

Name: John O'Brian

Title: CFO

Date: _____

ATTESTED BY CITY CLERK:

By: _____

Name: _____

Date: _____

EXHIBIT A
FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI

(See attached)

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section IIID(3) of the Business Associate Agreement between:

- _____ (Covered Entity), and
- **Corporate Health Partners, LLC** (Business Associate).

Business Associate hereby notifies Covered Entity that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____



City of Cartersville

**City Council Meeting
5/17/2018 7:00:00 PM
Conference Center Architectural Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	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.
City Manager's Remarks:	Technically, this requires Council approval to use this funding pool. It is under the purview of the CVB and not a City budget item but needs Council approval. There is approx. \$325k in the fund so it should be ample to fund this. City Council approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

VL



**Lyman
Davidson
Dooley, Inc.**

ARCHITECTS
INTERIOR DESIGNERS
PLANNERS

Exhibit "A" – Feasibility Study

**Clarence Brown Conference Center Expansion
5450 Georgia Highway 20
Cartersville, Georgia 30121**

Date: April 18, 2018

Client: Attn.: Ms. Ellen Archer
Cartersville – Bartow County Convention
& Visitors Bureau
P.O. Box 200397
Cartersville, Georgia 30120

Architect: Lyman Davidson Dooley, Inc.
1640 Powers Ferry Road
Building One, Suite 100
Marietta, Georgia 30067

Scope of Work:

The goal of this project is to work with the Cartersville – Bartow County Convention & Visitors Bureau to plan for a much needed expansion of the Clarence Brown Conference Center. The goals are as follows:

- Due to the sale of the property on the East side of the Center for a hotel development some critical parking will be lost. Additional parking is needed for the Conference Center.
- Provide additional offices for the Economic Development Office.
- Provide additional conference center space that can be subdivided into smaller venues.
- Provide additional lobby / breakout space.
- Provide outdoor breakout space with nice hardscape, fire pits, seating, etc.
- Provide additional restroom facilities as required.
- Study a potential roof covering for the outdoor amphitheater.

During this feasibility study we will not delve into engineering systems or structural conditions so we have not included any consulting engineers in this scope of work.

Phase I: Feasibility Study

Program Verification Phase:

The goal of this phase is to work with the Cartersville – Bartow County Convention and Visitor's Bureau to assess the needs of the Conference Center and verify the program through a unique "On-Site Design Workshop" process, confirm all key issues for the building, including programmatic information, functional requirements, budgeting requirements, site issues, and architectural character to prepare a new program to represent the current needs. In depth interviews and an interactive design process will be conducted to determine the space needs of the facility. A programming statement will be produced with each space documented in terms of square footage and cost along with preliminary block floor plans to confirm that the programmatic goals conform to the construction cost budget assigned for the project.

770.850.8494

fax: 770.956.9030

1640 Powers Ferry Road
Building 1, Suite 100
Marietta, GA 30067

www.lyddi-architects.com

Item # 12

ATLANTA
NASHVILLE
TAMPA

121

Exhibit "A"
 Clarence Brown Conference Center Expansion
 Cartersville, Georgia
 April 18, 2018
 Page 2

Preliminary Design Workshop Phase:

During the preliminary design the Architect will explore different plan concepts for the expansion of the Conference Center and the supporting spaces. At the Design Workshop several concepts will be explored in order to discover the best approach for accomplishing the goals of the project. Through this interactive design approach we can narrow the options down to the strongest option and take that direction into the Conceptual Design Phase.

Conceptual Design Phase:

Based on the Owner approved, Programming Statement and Preliminary Design Scheme, the Architect will prepare the Conceptual Design Phase Documents. The Conceptual Design shall consist of the following Drawings.

Architectural:

- A. Site Plan
- B. Floor Plan Layouts @ 1/8" = 1'-0"
- C. Conceptual Front elevation @ 1/8" = 1'-0"
- D. Preliminary building code and zoning review.

Final deliverables will include sets of drawings as needed and electronic .pdf files for Owner approval of the design.

Scope Pricing Package

Note: It is recommended at this stage to produce a scope pricing package by adding pricing notes to the approved Schematic Design phase documents. This preliminary package will allow a selected general contractor to price the scope of the Design. At this point, the Owner can opt to produce marketing collateral material to help with a fund raising campaign geared toward the pricing from the general contractor or modify the scope before the start of the Design Development Phase.

Fee Breakdown by Phase

Program Verification Phase:	\$ 2,400.00
Preliminary Design Phase:	\$ 4,200.00
Schematic Design Phase	\$ 7,300.00
Scope Pricing Package	\$ 5,800.00
Total	\$ 19,700.00
	Plus Reimbursable Expenses

Marketing Collateral Materials

(Additional Services)

If requested, upon completion and approval of the Design Development Phase, Lyman Davidson Dooley can prepare requested Marketing Collateral Materials at the following costs:

- | | | |
|----|--|------------|
| 1. | 3D Artist Sketch rendering with color: | \$3,750.00 |
| 2. | 2D Exterior Elevation with color: | \$1,850.00 |
| 3. | Computer generated 3D Color Model with one view: | \$4,500.00 |

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Exhibit "A"
 Clarence Brown Conference Center Expansion
 Cartersville, Georgia
 April 18, 2018
 Page 3

4. Computer generated 3D Color Model - second view: \$1,950.00
5. Computer generated 3D Exterior Rendering after the completion of the Design Development Phase: \$3,900.00
6. Computer generated 3D Interior Rendering after the completion of the Design Development Phase: \$3,900.00

All revisions to renderings will be made on an hourly basis.

Phase II: Project Execution

Design Phases for Project Completion:

Upon establishing a total project budget we will provide the remainder of design services to execute the project through design and construction administration. We propose a fee of 7.0% of the construction cost plus reimbursable expenses to provide the required phases to complete the design of the project. At the establishment of a GMP, the project the fee will be converted to a lump sum fee throughout the remainder of the design process. If the construction budget changes substantially then it would be appropriate for the fees to be adjusted.

Breakdown by Phase for the overall design of the Project:

Design Development Phase	35%
Construction Document Phase	47%
Bidding / Negotiation Phase	Included in above
Contract Administration Phase	18%
Total	100%
Plus Reimbursable Expenses	

Civil Engineering and Landscape Design will be by the Owner.

Design Development Phase

Based on the approved Schematic Design Phase documents, the Architect will prepare the Design Development documents. Design Development shall consist of the following drawings.

Architectural:

- A. Site Plan
- B. Floor Plans @ 1/8" = 1'-0" in scale
- C. Seating Layout options for the banquet areas.
- D. Required exterior elevations @ 1/8" = 1'-0" in scale indicating materials
- E. Building sections at 1" = 1'-0" scale
- F. Interior Elevations
- G. Preliminary Finish Selections.
- H. Roof Plan @ 1/8" scale
- I. Reflected Ceiling Plans @ 1/8" scale
- J. Meeting with government officials to assure design development is in compliance with codes and ordinances.

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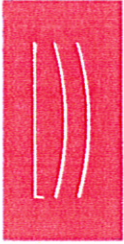


Exhibit "A"
 Clarence Brown Conference Center Expansion
 Cartersville, Georgia
 April 18, 2018
 Page 4

Structural Engineering:

- A. Preliminary Foundation Plans.
- B. Preliminary Framing Plans.

Mechanical and Plumbing Engineering:

- A. Preliminary Heating, Ventilation and Air Conditioning duct and supply grill layouts
- B. HVAC Zoning Diagram and Equipment Sizing if new units are required.
- C. Preliminary Plumbing Fixture Layouts
- D. Fire Sprinkler: Locate sprinkler head layouts and Performance Specifications.

Electrical Engineering:

- A. Lighting Layout (general house lighting).
- B. Layouts for electrical outlets, power for AV locations, and computer connections
- C. Electrical Panel schedule.
- D. Specifications
- E. Provide a light fixture schedule with cut sheets of the light fixtures.

Following this Phase, drawings can be compiled and submitted to a contractor for a second round of pricing to confirm the adjustments made after the preliminary scope pricing package.

Construction Document Phase

Upon receipt of Design Development Phase Approval, the Architect will prepare Construction Documents for the Project. The Construction Documents shall consist of the following documents.

Architectural and Interior Design:

- A. Site Plan
- B. Floor Plans @ 1/8" = 1'-0"
- C. Reflected Ceiling Plans @ 1/8" = 1'-0"
- D. Roof Plan and details
- E. Exterior and Interior Elevations @ 1/8" = 1'-0"
- F. Finish Schedule and Color Selections.
- G. Door Schedule
- H. Specifications
- I. Wall Sections and detail
- J. Building Permit submittal to government officials for permit review; revise the plans as necessary.

Structural Engineering:

- A. Foundation Plan
- B. Floor Slab Plan
- C. Roof Framing Plan
- D. Structural Sections and Details
- E. Specifications

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Exhibit "A"
 Clarence Brown Conference Center Expansion
 Cartersville, Georgia
 April 18, 2018
 Page 5

Mechanical and Plumbing Engineering:

- A. HVAC Floor Plan
- B. HVAC Schedules and details
- C. Plumbing Floor Plan
- D. Enlarged Plumbing Floor Plans
- E. Fixture Schedules
- F. Specifications including a performance specification for a Fire Protection Sprinkler System.

Electrical Engineering:

- A. Lighting Plan (House lighting only).
- B. Power Plan
- C. Electrical details
- D. Lighting Fixture Schedule
- E. Electrical Panel Schedules and Riser Diagram
- F. Specifications.

Procurement Phase:

Upon receipt of Construction Document approval from the Owner, the Architect will provide the Procurement Phase services:

Bidding or Negotiation Phase Services shall include the following:

- A. Attend a pre-bid meetings with the selected bidders.
- B. Review pricing breakdowns for each phase of the project
- C. Review (with the contractor) various value engineering scenarios
- D. Respond to the general contractor's RFIs during pricing stages of the project.

Construction Phase -Administration of the Construction Contract

Review and coordination of shop drawings and in-house coordination with the Contract are included in the lump sum breakdown.

Construction Phase: Basic Services for field construction site visits for the Project shall be limited as follows:

Architectural	12 Site Visits
	1 Punch List Visit
Structural Engineer	2 Site Visits
Mechanical / Plumbing Engineer	2 Site Visits
	1 Punch List Visit
Electrical Engineer	1 Site Visits
	1 Punch List Visit

Respond to the general contractor's RFIs during the construction phase of the project.

Any additional trips required due to no fault of the Architect or his consultants will be billed to the Owner as an Additional Service.

121

Exhibit "A"
 Clarence Brown Conference Center Expansion
 Cartersville, Georgia
 April 18, 2018
 Page 6

Additional Services

Additional Services are those services or items of work not included in the Scope of this Proposal. This work, when identified or required, will be brought to the attention of the Owner and, with approval, will be carried out on an hourly basis at the scheduled billing rates identified below.

- A. Providing services of professional consultants other than those included within this agreement:
 - 1. Acoustical analysis / engineering.
 - 2. Theater Consultant
 - 3. Kitchen Consultant
 - 4. A/V Design Consultant
 - 5. Theatrical or Specialty Lighting
- B. Providing detailed estimates of construction cost.
- C. Preparing drawings or exhibits used as legal documents other than reproducing the Schematic Design, Design Development or Construction Documents
- D. Operating cost energy study.
- E. Providing services for revisions to Construction Documents to reduce construction costs or contractor's cost savings requirements.
- F. Providing services for changing drawings and related conferences resulting from a reinterpretation of a project condition that has been previously reviewed and approved and found to be in code compliance by a government representative with jurisdiction over the project.
- G. Providing Procurement Phase Services beyond the initial Construction Phase.
- H. Providing extra services to enable the Owner to acquire early occupancy of portions of the Project, if the Project is subdivided to require more than one Certificate of Substantial Completion.

No additional services will be performed without prior authorization from the Owner.

Billing

Lyman Davidson Dooley, Inc.'s standard hourly billing rates for professional services through 2018 are outlined below:

Senior Principal	\$205.00 per hour
Principal	\$195.00 per hour
Studio Director	\$185.00 per hour
Architect III, Interior Designer III	\$165.00 per hour
Architect II, Interior Designer II/Designer III	\$155.00 per hour
Architect I, Interior Designer I/Designer II	\$135.00 per hour
Designer I	\$125.00 per hour
Staff Assistant / Administrative	\$ 95.00 per hour

These rates are applicable for Additional Services of the Architect. Additional Services required of the Architect or our consultants will be established in writing on a lump sum basis to be approved by the Owner prior to providing the services and billed at a multiplier of 1.2 for coordination by the Architect.

14

Exhibit "A"
 Clarence Brown Conference Center Expansion
 Cartersville, Georgia
 April 18, 2018
 Page 7

Invoices will be submitted monthly for work completed to date. Payment is due upon receipt of invoice. Payment not received within thirty (30) days of the invoice date will be assessed a late charge retroactive to the date of invoice. All administrative time required for back-up information on invoices will be billed at our standard hourly billing rates.

Reimbursable Expenses

Reimbursable expenses are in addition to our basic compensation and include the following expenditures made in the interest of the Project:

1. Blue printing, CAD plotting, sepias, printing and reproductions.

LDDI large format charges:	Bond	\$ 1.75 per S.F.
	Color Plotting	\$ 7.00 per S.F.
	Scanned PDF	\$ 5.00 per page
Small Format Photocopies:	Black/White	\$ 0.25 per page
	Color	\$ 1.00 per page
2. AIA standard document forms: \$ 40.00 per form
3. Courier, postage, shipping and handling of materials and documents.
3. Artist's Renderings or Models requested by the Owner.
4. Conference bridge calls and video conferencing charges.
5. Transportation and Living Expenses in connection with project travel. Mileage billed at current government rate, rental car and fuel, air fare, hotels, meals and project expenses.
6. Digital Services:

FTP site management,	To be quoted
Electronic file transfer and preparation	To be quoted
Archive Retrieval.	To be quoted

Reimbursable expenses shall be billed at the actual expenditure times a multiplier of 1.10 to cover office time for handling and bookkeeping.

General Requirements

1. The Owner shall provide all necessary information to the Architect regarding the scope of work and program requirements.
2. The Owner will provide the Site Survey, Subsurface Investigation, and Civil Engineering for the Project.
3. It is understood that the Owner will provide, if requested, required testing reports, environmental impact studies, plats, legal descriptions, land costs, insurance requirements, boundary surveys, to the Architect in order for the services described above to be performed.
4. The Owner shall designate a representative to act on his/her behalf regarding the project. All information shall be provided by the representative to Lyman Davidson Dooley, Inc. in a timely manner so as not to delay the drawing process.

14

Exhibit "A"
 Clarence Brown Conference Center Expansion
 Cartersville, Georgia
 April 18, 2018
 Page 8

5. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where any entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project and cause the project to be designed accordingly. The Architect, however, cannot and does not warrant or guarantee that the Owner's project will comply with interpretations of ADA requirements as they apply to the Project.
6. It is understood that the Architect will be given due consideration in any public listing of firms performing services on this project, with the Architect's name included in the graphic displays at the site or in the news announcements and promotional literature. In any event, the Architect shall be permitted to place his standard sign at the site during the construction phase of the project.
7. This Proposal is good for a period of thirty (30) days from the above date.
8. In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees shareholders, owners and sub-consultants shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
10. If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project. Architect shall correct the drawings to include such item or component at no additional charge.
11. Drawings, specifications and schedules, as instruments of service, are the property of the Architect regardless of whether the project which they were designed for is executed or not. The Owner may retain copies of the drawings, specifications and schedules for information and reference in regards to the project but may not use them for any other project without prior written approval by the Architect.

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Exhibit "A"
Clarence Brown Conference Center Expansion
Cartersville, Georgia
April 18, 2018
Page 9

12. Any work that the Architect is requested to perform in areas not specified in the agreement will be authorized by the Owner in writing and will be charged to the Owner at our standard hourly rates or at a pre-determined fee.
13. Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitation or licenses not otherwise provided in this Agreement.
14. Services required under Chapter 17 of the International Building Code are not included under this agreement. These "Special Inspections" are required by the code to be provided by a third party inspector at the expense of the Owner. We will assist the Owner in locating a company to provide these services.
15. It is understood that this agreement may be terminated by either party upon not less than seven days' written notification. If this should occur, Lyman Davidson Dooley, Inc. shall receive all compensation for service and reimbursable expenses rendered to date.
16. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
17. Five working days will be allowed for the Architect to review and process loan closing documents (Certificate and Subordination of Lien).
18. Project Schedule - The Architect will perform his services with due and reasonable diligence consistent with sound professional practices. The Architect acknowledges the importance to the Owner of the Owner's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement. The Owner understands, however, that the Architect's performance must be governed by sound professional practices. The Architect is not responsible for delays caused by factors beyond the Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the Architect's services or work product promptly, or delays caused by faulty performance by the Owner or by contractors of any level. When such delays beyond the Architect's reasonable control occur, the Owner agrees the Architect is not responsible for damages, nor shall the Architect be deemed to be in default of this Agreement.

KL

Exhibit "A"
 Clarence Brown Conference Center Expansion
 Cartersville, Georgia
 April 18, 2018
 Page 10

19. The Owner understands and agrees that products or building materials which are permissible under current building codes and ordinances may at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Architect shall endeavor, during the term of this Agreement, to inform the Owner of any product or material specified for this project which the Architect becomes aware is a known or suspected health or safety hazard. The Owner further agrees that if any product or material specified for this project by the Architect shall at any future date be suspected or discovered to be a health or safety hazard, then the Owner shall waive all claims as a result thereof against the Architect.
20. This agreement and its terms and conditions shall be binding to the successors of the development entity and all of its partners.
21. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

If you should have any questions or adjustments in regards to this proposal, please feel free to contact LDD for clarifications. Upon review and approval, please sign and return one copy for our record to serve as LDD's notification to proceed.

Thank you for this opportunity to be of service.

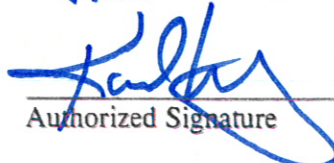
Lyman Davidson Dooley



Rowland Davidson, AIA, ASID
 President

Cartersville – Bartow County Convention &
 Visitor's Bureau

KATE LUTJENS



Authorized Signature

4/29/18
 Date

End of Exhibit "A"



City of Cartersville

City Council Meeting

5/17/2018 7:00:00 PM

Pond & Company Construction Administration Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	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.
City Manager's Remarks:	Approval of the Construction Admin portion of this project with Pond by City Council is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from bond proceeds.
Legal:	
Associated Information:	

**CITY OF CARTERSVILLE
AGREEMENT FOR PROFESSIONAL SERVICES**

Gas Department & Other City Facilities

WHEREAS, the City of Cartersville, Georgia, a municipal corporation organized and existing pursuant to the laws of the State of Georgia hereinafter referred to as the "City", is desirous of obtaining professional services in connection with the above referenced projects; and
WHEREAS, Pond & Company, 3500 Parkway Lane, Suite 500, Peachtree Corners, Georgia, hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Georgia and being duly authorized to do business in the State of Georgia; and

WHEREAS, the Consultant is desirous of performing the professional services for the City in connection with Gas Department & Other City Facilities project.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1 - GENERAL

A. PERFORMANCE: The performance of the Consultant shall be limited to the scope of services outlined as hereinafter set forth.

B. CITY'S AUTHORIZED REPRESENTATIVE: The City of Cartersville City Manager is the liaison officer between the City Council and the Consultant. The City Manager has designated the administration, general supervision, and approval authority under this agreement to the Assistant City Manager, who shall be the City's representative for administration of the services to be performed under this Agreement, and shall receive all communications and information, arrange such conferences as deemed necessary, secure and obtain all comments, approvals, and/or notices to proceed from the City, and transmit such comments, approvals, and/or notices to proceed to the Consultant. The services to be performed by the Consultant under this Agreement shall at all times be subject to the general oversight and administrative approval of the Assistant City Manager.

C. CONFERENCES: As the performance of this Agreement progresses, conferences shall be held from time to time at a mutually convenient location at the request of the Assistant City Manager. The Consultant shall prepare and present such information as may be pertinent or necessary to enable the Assistant City Manager to pass critical judgment on the features and progress of services under this Agreement. The Consultant shall make such changes, amendments, or revisions in the detail of any phase of services under this Agreement as may be required by the Assistant City Manager. If alternates or alternatives are to be considered, the Assistant City Manager shall have the right of selection. The Consultant shall, at the request of the Assistant City Manager, appear personally, prepare and present such documents and/or explanations to the City Council as may be requested.

D. INSURANCE AND INDEMNIFICATION: The Consultant shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 1 to protect the Consultant and City throughout the duration of this Agreement. The Consultant shall not commit any act which shall invalidate any policy of insurance. The Consultant shall defend, indemnify and hold harmless the City in accordance with the indemnification requirements set forth in Attachment 1. The Consultant shall be subject to all terms and provisions set forth in Attachment 1 and the exhibits thereto.

E. PROGRESS REPORTS: The Consultant shall furnish the City with monthly progress reports which shall indicate the percentage of work completed, together with a description of the work in progress under this Agreement. The Consultant shall also, upon request of the Assistant City Manager, furnish the necessary documentation to verify the reported progress.

F. ACCESS TO CONSULTANT'S RECORDS: The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred in performing work covered by this contract. The Assistant City Manager shall have access to said documents and evidence for the purpose of inspection, audit and copying during normal business hours. All said documents shall be retained for three years from the date of final payment under the contract.

G. OWNERSHIP OF DOCUMENTS: Consultant agrees that the City shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Agreement ("the Design Documents"). Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests. Consultant warrants to the City that the Design Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant. Upon completion or termination of this Agreement, Consultant will immediately turn over to City all Design Documents not previously delivered to City. To the extent any of Consultant's rights in the Design Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City's right in and to the Design Documents. The City agrees not to re-use the design specifications developed and provided by the Consultant for this project in the construction of another project without the prior approval of the Consultant, except that the City may re-use such design specifications without the prior approval of the Consultant, as long as the City shall indemnify the Consultant against any claim for negligent design relating to its re-use of said design specifications. The CITY's rights to ownership of the "Design Documents" is predicated upon full payment of all services rendered.

H. FEDERAL OR OTHER REQUIREMENTS: There are no additional requirements that apply, other than the requirements of Section 1, Paragraph O.

I. TERMINATION: If the City should desire to suspend or terminate the services of the Consultant under this Agreement, such suspension or termination may be effected by the City giving the Consultant 30 days written notice. Payment shall be made by the City for services rendered by the Consultant to date of termination.

J. CHANGES IN SCOPE OF SERVICES:

1. Extra Work: Authorization for extra work shall be evidenced by the City in writing, in the form of a Supplemental Agreement. At the discretion of the City, work not called out in the Agreement or which is considered to be beyond the extent of a reasonable exploration of alternates and/or "trial and error" solutions in design procedure may be classed as extra work. Extra work will usually be of limited extent and may consist of, but is not necessarily limited to:

- a. The introduction of new items of work beyond the stated or implied scope of the Agreement.
 - b. Redesign and/or detailing based on change of concept after prior approval and authorization to proceed and causing appreciable loss of work accomplished. This item consists of work required to revise plans and/or documents to the state of completion obtained prior to the order for change.
- At the option of the City, payment for extra work may be made on a fixed price; a cost plus a fixed fee; time and materials; or other mutually-agreed basis. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the City in writing of that fact. In the event the City determines that such work does constitute extra work, the City shall provide extra compensation to the Consultant as provided for above. No extra work shall be performed by the Consultant without receiving a written agreement from the City in advance.

2. Deletion of Work: Authorization for deletion of work shall be evidenced by the City in writing. At the discretion of the City, work items listed in Section 2 - Scope of Services, or parts thereof, may be deleted from the project. Reduction to the Consultant's compensation as a result of deletion of work shall be based on the cost estimate of the work deleted. In the event that the Consultant had performed authorized work on the items deleted prior to deletion, the cost of such work shall be retained in the Consultant's compensation.

K. NONDISCRIMINATION: The Consultant hereby acknowledges and agrees not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry or disability.

L. DISADVANTAGED BUSINESS ENTERPRISE/TARGETED SMALL BUSINESS (DBE/TSB) PROGRAM: This Professional Services Agreement does not include any DBE or TSB goal; however, the Consultant is encouraged to solicit DBE or TSB participation, and whenever possible, include DBE or TSB Sub-consultants for a portion of the work.

M. SUBLETTING OR ASSIGNMENT: The Consultant shall not sublet, assign, or otherwise dispose of any portion of the services to be provided by this Agreement without a written permission to sublet signed by the Assistant City Manager. Requests for permission to sublet shall be in writing, and shall name the organization which will perform the work, the work to be performed, and the dollar amount of the work to be performed. When requested by the Assistant City Manager, the Consultant shall provide a written report showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent by the City for the Consultant to sublet, assign or otherwise dispose of any portion of this Agreement, shall not relieve the Consultant of any responsibility for fulfillment of this Agreement, nor shall it in any way create a contractual relationship between the City and the Sub-consultant. The Consultant agrees to include in and make a part of all sub-agreements all portions of this Agreement which relate to the Sub-consultants' work including the Nondiscrimination portions of this Agreement. The following listed Sub-consultants shall be deemed to be approved when this Agreement is executed: (Enter Name or None).

N. CLOSE-OUT OF AGREEMENT: Upon completion or termination of Services under this Agreement, the Consultant shall provide the City the following documents:

1. Documents as stated in Section 1.G of the Agreement.
2. Statement of Final Invoice.
3. Written report showing the actual amounts paid by the Consultant for services under this Contract to DBE/TSB if a goal is established.

O. LAWS, REGULATIONS AND CODES: The Consultant hereby agrees that:

1. All work done as part of this Agreement shall be performed with the Standard of Care consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall make every attempt to comply with Federal, State, or Local Laws, Regulations and/or Codes which apply to the work.
2. All design and survey work under this Agreement shall be performed under the direction and control of an engineer, surveyor, or architect licensed in Georgia. Engineering, architectural, and land surveying documents, including plans, specifications, and reports, shall be sealed by an engineer, surveyor, or architect licensed in Georgia.

P. DISPUTE RESOLUTION:

Claims, counterclaims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by negotiation, mediation or arbitration. The parties shall first endeavor to settle the dispute through direct discussions or negotiations. If the dispute cannot be settled through direct negotiations, the parties shall endeavor to settle the dispute by mediation. In the event that the parties do not agree to mediation, binding arbitration shall be used to settle the claim, dispute or

other matters in question. No written or oral representation during the course of any settlement negotiations or mediation shall be deemed as party admissions.

Mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect. Demand for mediation or arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation or arbitration shall be made within a reasonable time after the claim, counterclaim, dispute or other matter in question has arisen. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, counterclaim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations.

A mediation or arbitration pursuant to this article may be joined with a mediation or arbitration involving common issues of law or fact between POND and any person or entity with whom either party has a contractual obligation to arbitrate disputes. No other mediation or arbitration arising out of or relating to this Agreement shall include by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, or not a party to an agreement with either party, except by written consent containing specific reference to this Agreement, signed by the parties and any other person or entity sought to be joined. Consent to mediation or arbitration involving an additional person or entity shall not constitute consent to mediation or arbitration of any claim, counterclaim, dispute or other matter in question not described in the written consent or with person or entity not named therein. The foregoing agreement to mediate or arbitrate and other agreements to mediate or arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The parties shall share the mediator's fee and any filing fees equally.

Arbitration and Mediation proceedings shall be held in Bartow County, Georgia.

This Agreement shall be deemed to be executed in Bartow County, Georgia and shall be governed by the laws in the State of Georgia. It is agreed that all actions related to this Agreement shall be submitted to the jurisdiction of the state or federal courts in the State of Georgia and that the venues for same shall be located in Bartow County, Georgia.

Q. DEFENSE COOPERATION: In the event that the City has to defend any claim or legal action relating to or resulting from goods or services pursuant to this Agreement, including but not limited to plans, specifications, or any other service provided under this Agreement, the Consultant shall cooperate fully with the City in defending such claim or action, including but not limited to, timely response to all requests by the City.

R. CITY POLICY AND PROCEDURES: The Consultant hereby agrees to conform to City policy and procedures as they relate to this Agreement. Such policy and procedure shall include but is not limited to the following:

1. Invoice and billings for service.
2. City adopted Design Standards and specifications.
3. The Engineering Department standard format for reports, plans, and/or specifications includes:
 - a. Plan Sheets: 11"x 17" accepted, but 24"x 36" is preferred in AutoCAD digital format.
 - b. Reports and/or specifications: 8.5"x11" in Microsoft Word digital format.
 - c. Other formats only upon special approval of the Assistant City Manager.
4. Plan-review process including site-plan and review by City Departments at Tuesday Construction Meeting.

5. Include City Activity ID on all documents related to this Agreement.

S. NOTICE TO PROCEED: The Consultant shall not begin work until a written notice to proceed is issued by the City of Cartersville. If Section 2 of this Agreement provides for the work to be completed in phases, a notice to proceed shall be issued for each phase.

SECTION 2 - SCOPE OF SERVICES

A. SERVICES PROVIDED BY CONSULTANT: Detailed Scope of Services shall be as stipulated in Attachment No. 2, "Scope of Services," to Agreement. (If Agreement has Phases, Provide Detailed Scope by Phase, Otherwise Leave Blank)

B. OBLIGATION OF CITY TO CONSULTANT: The City shall:

1. Provide available information, such as topography, site plans, building plans, mapping, and other information that mutually is agreed upon as pertinent to the project.
2. Designate a liaison officer from the City who will work directly with the Consultant to coordinate the collection of City-supplied data, arrange for meetings, and be responsible for the general coordination between the City and the Consultant.

SECTION 3 - COMPENSATION: The Consultant shall be compensated a not to exceed amount of \$547,500.00 for total fee (\$472,500 for Design Phases plus \$75,000 for a portion of CA Phase) as outlined in the Request for Proposal submitted to the City. Compensation to the Consultant for services provided under this agreement shall be as follows:

A. Design Fees:

1. Preliminary Design (30%): \$141,000. Payment to the Consultant will be made after acceptance of the Preliminary Design work by the City.
2. Pre-Final Design (50%): \$235,000. Payment to the Consultant will be made after acceptance of the Pre-Final Design work by the City.
3. Final Design (20%): \$94,000. Payment to the Consultant will be made after acceptance of the Final Design work by the City.
4. Expenses: \$2,500. Payment to the Consultant will be made after submittal of Final Design work has been approved and submittal of invoice by Consultant for these charges.
5. Limited Construction Administration Phase (Budgeted): \$75,000 to be invoiced upon completion of scope; this Phase fee to be negotiated/extended once final scope of CA services is agreed upon.

Consultant and City further agree that if Pre-Engineered Metal Buildings (PEMB) are chosen during design consultation, that Consultant will submit a revised proposal with reduced design fees. Once these new fees are agreed to, the Consultant will be reimbursed at the new lower consulting fee.

B. TERMINATION: In the event of termination under Section I of this Agreement, compensation to the Consultant shall be as follows:

1. If this Agreement is terminated at the completion of any phase of service, compensation shall be the sum of fees for each phase completed.
2. In the event of termination during any phase of service, compensation shall be the sum of fees for each phase completed plus compensation for services rendered during that phase of work not completed. Compensation for services rendered shall include the Consultant's standard hourly rates plus compensation due sub-consultants for services rendered during that phase of work not completed plus reimbursable expenses related to that phase of service not completed.

C. DEFINITIONS: The following definitions shall be used:

1. Salary costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, designers, technicians, specification writers, estimators, other technical and

business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

2. Reimbursable expenses mean the direct non-salary expenses incurred by the Consultant which are directly attributable and properly allocable to the project. Such costs are not included in the overhead expense pool and may include: travel and subsistence, reproductions, computer charges, materials and supplies.

SECTION 4 - COMPLETION OF WORK: The Consultant shall complete all services outlined in this Agreement on or before (Date) providing no unforeseen delays are experienced beyond the control of the Consultant.

SECTION 5 – PRIMARY CONTACTS FOR THIS AGREEMENT: The Assistant City Manager has been designated as the primary contact person for the City of Cartersville. Please address any correspondence directly to Dan Porta, City of Cartersville, P.O. Box 1390, Cartersville, GA, 30120.

The primary contact person for Pond & Company, shall be Mark Levine, FAIA.

SECTION 6 – IMMIGRATION REFORM COMPLIANCE REQUIREMENT: During the entire duration of this Agreement, Pond & Company and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

SECTION 7 - OPEN RECORDS ACT: Pond & Company acknowledges that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia Open Records Act (O.C.G.A. §50-18-70, et. Seq.). Pond & Company shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 16th day of February, 2017.

CITY OF CARTERSVILLE


Mayor, Matt Santini

POND & COMPANY



Director of Architecture & Design,
Mark Levine, FAIA, NCARB, LEED AP

Attest:


Meredith Ulmer, Deputy City Clerk

Form Approved:


Keith Lovell, Assistant City Attorney

ATTACHMENT 1 CITY STANDARD PROFESSIONAL SERVICES INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The Consultant shall purchase and maintain insurance to protect the Consultant and the City of Cartersville, Georgia (CITY) throughout the duration of this agreement. Insurance must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to the CITY.

Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to the CITY, as evidenced by return receipts of registered or certified letters.

Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

Insurance in the following amounts and types will be required for this project.

1. Worker's Compensation Insurance in accordance with the laws of the State of Georgia and in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per each accident; Five Hundred Thousand Dollars (\$500,000.00) per Disease-Policy Limit; and Five Hundred Thousand Dollars (\$500,000.00) per disease-per employee, aggregate.

2. Commercial General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and/or property damage, with a Five Million Dollar (\$5,000,000.00) aggregate.

3. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) per claim.

4. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000.00) per occurrence.

5. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to purchase and maintain the same types of insurance as are required of the Consultant.

6. "Umbrella" or "Excess" coverage can be used to reach limits stated in (2) and/or (3).

2. INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment, the term "Consultant" means and includes the Consultant, its officers, agents, employees, subcontractors, sub-consultants and others under the control of Consultant, and the term "CITY" means and includes the City of Cartersville, Georgia, its elected and appointed officials, and its agents, employees, volunteers, and others working on its behalf.

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Consultant's work.

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the Consultant.

Consultant's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Consultant arising out of or in any way connected or associated with Consultant's work, except for and only to the extent caused by the negligence of the CITY. Consultant expressly assumes responsibility for any and all damage caused to City property arising out of or in any way connected or associated with Consultant's work.

Consultant shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel, and Consultant will observe all applicable safety rules.

3. WAIVER OF SUBROGATION

A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Consultant hereby releases the CITY, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Consultant's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Consultant to recover thereunder



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
Travelers Insurance Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	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.
City Manager's Remarks:	This item exceeds \$5,000 and therefore needs City Council approval which is recommended.
Financial/Budget Certification:	This is not a budgeted item.
Legal:	
Associated Information:	

DEDUCTIBLE / SELF-INSURED INVOICE

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
61M58853-ZLP	5001C3085	04/30/2018	000538038	05/15/2018	8,202.61

MAIL PAYMENT TO:
TRAVELERS
13607 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

PAYER:
CITY OF CARTERSVILLE
P.O. BOX 1390
CARTERSVILLE GA 30120

RETURN THIS PORTION WITH YOUR CHECK MADE PAYABLE TO TRAVELERS.
PLEASE WRITE THE POLICY & ACCOUNT NUMBER ON YOUR CHECK.

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
61M58853-ZLP	5001C3085	04/30/2018	000538038	05/15/2018	8,202.61

CURRENT CHARGES

CLAIM#: E7C3374 **DATE OF LOSS:** 01/01/2017
DESCRIPTION: JAMES ODELL HARRIS, JR. - SUIT CITING MULTIPLE ALLEGATIONS THAT APPEAR

CLAIMANT: JAMES O HARRIS

EXPENSE 87.00
CLAIM TOTAL 87.00

CLAIM#: E7C6254 **DATE OF LOSS:** 03/03/2017
DESCRIPTION: CLAIMANT ALLEGES DISCRIMINATION BASED ON DISABILITY

CLAIMANT: CHRISTINE BROOKY

EXPENSE 4,260.00
CLAIM TOTAL 4,260.00

CLAIM#: E7C8653 **DATE OF LOSS:** 12/31/2017
DESCRIPTION: NOTICES OF PRESERVATION OF EVIDENCE AND POSSIBLE CIVIL RIGHTS VIOLATIO

CLAIMANT: CAYD MARTIN

EXPENSE 3,855.61
CLAIM TOTAL 3,855.61

TOTAL CLAIM(S) DUE \$8,202.61



City of Cartersville

City Council Meeting

5/17/2018 7:00:00 PM

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

SubCategory:	Bid Award/Purchases														
Department Name:	Gas														
Department Summary Recommendation:	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 we are working our 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: <table><tr><td>Balfour Beatty GMP #1 – Sitework</td><td>\$ 3,870,871</td></tr><tr><td>Balfour Beatty GMP #2 – Remainder</td><td>\$ 5,517,350</td></tr><tr><td>Pond & Company – original agreement</td><td>\$ 547,500</td></tr><tr><td>Pond & Company – additional services</td><td>\$ 31,150</td></tr><tr><td>Geo-Hydro Engineers – soil, concrete testing-est</td><td>\$ 30,000</td></tr><tr><td>FiberCom – low voltage/cameras estimate</td><td>\$ 200,000</td></tr><tr><td>Current Estimated Total Project Costs</td><td>\$10,196,871</td></tr></table> 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.	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
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														
City Manager's Remarks:	City Council approval of the GMP #2 item outlined above is recommended for City Council approval.														
Financial/Budget Certification:	This is a budgeted item to be paid from bond proceeds and operating revenues.														
Legal:															
Associated Information:															

Cover Memo

Gas Department and Other City Facilities
City of Cartersville
GMP Phase 2
May 2018

Balfour Beatty

Section 1 – GMP Phase 2 Summary



Cartersville Gas Facility

GMP ESTIMATE SUMMARY PHASE 2

May 9, 2018

Item of Work		Gas Facility	Storage Bldg	Phase 2 Total	GMP
01F General Allowances	GMP 1 Sitework Reconciliations	\$ (49,067)	\$ -	\$ (49,067)	
01G General Requirements		\$ 97,903	\$ -	\$ 97,903	
03H Concrete Frame (Turnkey)		\$ 1,309,322	\$ 52,885	\$ 1,362,207	
04A Masonry		\$ 206,173	\$ 72,000	\$ 278,173	
05Z Misc. Metals		\$ 50,983	\$ 770	\$ 51,753	
06A Rough Carpentry		\$ 7,463	\$ -	\$ 7,463	
06G Casework		\$ 23,446	\$ -	\$ 23,446	
06N Composite Fabrications		\$ 4,125	\$ -	\$ 4,125	
07A Waterproofing & Caulking		\$ 65,702	\$ 5,289	\$ 70,991	
08A Doors, Frames & Hardware (Turnkey)		\$ 240,164	\$ 34,000	\$ 274,164	
08F Glass & Glazing		\$ 78,600	\$ 8,000	\$ 86,600	
09A Drywall / Metal Framing		\$ 238,424	\$ 26,500	\$ 264,924	
09D Painting / Wallcovering		\$ 166,379	\$ 73,418	\$ 239,797	
09E Flooring		\$ 44,289	\$ -	\$ 44,289	
09L Hard Tile		\$ 30,980	\$ -	\$ 30,980	
10A Toilet Partitions / Accessories		\$ 24,769	\$ 340	\$ 25,109	
10C Signage		\$ 8,679	\$ 200	\$ 8,879	
11C Appliances		\$ 8,439	\$ -	\$ 8,439	
11Z Misc. Equipment		\$ 58,584	\$ -	\$ 58,584	
13B Special Construction		\$ 272,746	\$ -	\$ 272,746	
21A Fire Protection		\$ 53,741	\$ -	\$ 53,741	
22A Plumbing		\$ 142,565	\$ 4,500	\$ 147,065	
23A HVAC		\$ 462,261	\$ 42,308	\$ 504,569	
26A Electrical		\$ 863,579	\$ 31,731	\$ 895,310	
31D Sitework Package		\$ 114,586	\$ -	\$ 114,586	
32F Site Fencing		\$ 33,495	\$ -	\$ 33,495	
32O Landscaping & Irrigation		\$ 210,000	\$ -	\$ 210,000	
Subtotal		\$ 4,768,330	\$ 351,941	\$ 5,120,270	
Contractor Contingency	0.00%	\$ -	\$ -	\$ -	
Subtotal Direct Cost of Work				\$ 5,120,270	
Insurance	1.04%	\$ 53,328	\$ 3,936	\$ 57,380	
Performance and Payment Bond	0.73%	\$ 37,432	\$ 2,763	\$ 40,277	
General Conditions	2.25%	\$ 107,188	\$ 7,911	\$ 115,099	
Subtotal with Indirect Cost of Work		\$ 4,966,278	\$ 366,551	\$ 5,333,026	
Fee	3.25%	\$ 161,404	\$ 11,913	\$ 173,323	
Preconstruction Services		\$ 11,000	\$ -	\$ 11,000	
GRAND TOTAL		\$ 5,127,682	\$ 378,463	\$ 5,517,350	
				SITEWORK GMP	\$ 3,870,871
				TOTAL PROJECT	\$ 9,388,221

Gas Department and Other City Facilities
City of Cartersville
GMP Phase 2
May 2018

Balfour Beatty

Section 2 – **GMP Phase 2 Estimate**

Name: Cartersville Gas Facility
 Location: Cartersville, Georgia
 Estimate Type: GMP
 Date of Estimate: 5/9/2018

Balfour Beatty

Item Description	Qty	Unit	Unit Cost	TOTAL
Gas Facility				
01F General Allowances				
MODULAR WALL PARTIAL RECONCILIATION - GMP 1	-1.00	LSUM	\$27,817.00	(\$27,817)
POND EXPANSION ALLOWANCE RECONCILIATION - GMP1	-1.00	LSUM	\$21,250.00	(\$21,250)
TOTAL 01F General Allowances				(\$49,067)
01G General Requirements				
CARPENTER	15.00	WEEK	\$1,200.00	\$18,000
DAILY CLEAN	39.00	WEEK	\$300.00	\$11,700
DUMPSTERS	32.00	PULL	\$485.00	\$15,520
EQUIPMENT RENTAL	20.00	WEEK	\$425.00	\$8,500
FINAL CLEAN	47,830.00	SQFT	\$0.22	\$10,523
FIRE EXTINGUISHERS	6.00	EACH	\$85.00	\$510
FIRST AID	1.00	EACH	\$750.00	\$750
SMALL TOOLS	1.00	LSUM	\$1,800.00	\$1,800
TEMPORARY DEWATERING, GRASSING & MAINTENANCE	9.00	MONTH	\$900.00	\$8,100
TEMPORARY HEAT	6.00	MONTH	\$750.00	\$4,500
TEMPORARY POWER CONSUMPTION	9.00	MONTH	\$2,000.00	\$18,000
TOTAL 01G General Requirements				\$97,903
03H Concrete Frame (Turnkey)				
TIE BEAMS	1.00	LSUM		
COLUMN PIERS	1.00	LSUM		
FOOTING, SPREAD / COLUMN	1.00	LSUM		
SLAB ON GRADE	1.00	LSUM		
ELEVATED FLAT SLAB	1.00	LSUM		
METAL PAN STAIR / LANDING FILL	1.00	LSUM		
SLAB ON METAL DECK	1.00	LSUM		
MECHANICAL PAD	1.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$1,278,022.00	\$1,278,022
CONCRETE LAYOUT	1.00	LSUM	\$15,000.00	\$15,000
CONCRETE SAFETY	1.00	LSUM	\$7,600.00	\$7,600
GROUT COLUMN BASE PLATES	1.00	LSUM	\$4,200.00	\$4,200
TEST BOXES / TESTING	1.00	LSUM	\$4,500.00	\$4,500
CONCRETE FLUME	1.00	LSUM		
CONCRETE PAVING STONE BASE	1.00	LSUM		
CONCRETE PAVING	1.00	LSUM		
MEP EXTERIOR PADS	1.00	LSUM		
DUMPSTER PADS	1.00	LSUM		
CONCRETE SIDEWALKS	1.00	LSUM		
TOTAL 03H Concrete Frame (Turnkey)				\$1,309,322
04A Masonry				
CONCRETE UNIT MASONRY (CMU) WALLS	1.00	LSUM		
REBAR FOR MASONRY	1.00	LSUM		
RIGID INSULATION, 2" @ CAST STONE VENEER	1.00	LSUM		
CAST STONE EXTERIOR WALL VENEER	1.00	LSUM		
INSTALL HM/STEEL DOOR FRAMES IN CMU PARTITIONS	1.00	LSUM		
METAL FLASHING AT STONE VENEER CAP	1.00	LSUM	\$206,173.00	\$206,173
SITE DUMPSTER ENCLOSURE	1.00	LSUM		
TOTAL 04A Masonry				\$206,173
05Z Misc. Metals				

Name: Cartersville Gas Facility
 Location: Cartersville, Georgia
 Estimate Type: GMP
 Date of Estimate: 5/9/2018

Balfour Beatty

Item Description	Qty	Unit	Unit Cost	TOTAL
Gas Facility				
05Z Misc. Metals				
OVERHEAD DOOR C CHANNEL FRAMES d4/a-602	2.00	OPNG	\$2,400.00	\$4,800
OVERHEAD DOOR SUPPORT [IN METAL BLDG]	14.00	EACH		
SITE DUMPSTER ENCLOSURE GATES	1.00	PAIR	\$4,000.00	\$4,000
LOOSE STEEL LINTELS [IN MASONRY]	1.00	LSUM		
CLIP ANGLES /SUPPORTS AT TOP OF CMU WALLS	291.00	LNFT	\$35.00	\$10,185
PIPE AND DOWNSPOUT GUARDS	3.00	EACH	\$2,500.00	\$7,500
BOLLARDS [IN CONC]	58.00	EACH		
STEEL / METAL PAN STAIRS & LANDINGS @ MEZZ; TRAING' RM	1.00	LSUM	\$24,498.00	\$24,498
RAILINGS				
METAL RAILINGS AT MEZZANINE [IN ABOVE]	25.00	LNFT		
TOTAL 05Z Misc. Metals				\$50,983
06A Rough Carpentry				
WOOD BLOCKING, IN-WALL	29,853.00	SQFT	\$0.25	\$7,463
TOTAL 06A Rough Carpentry				\$7,463
06G Casework				
BASE CABINETS - BREAKROOM	9.00	LNFT		
BASE CABINETS - KITCHEN	8.00	LNFT		
WALL CABINETS - BREAKROOM	9.00	LNFT		
WALL CABINETS - KITCHEN	7.00	LNFT		
SOLID SURFACE COUNTERTOPS - BREAKROOM	18.00	SQFT		
SOLID SURFACE COUNTERTOPS - KITCHEN	16.00	SQFT		
VANITY TOP / SKIRT	22.00	SQFT		
GAS METER CABINET	1.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$23,446.00	\$23,446
TOTAL 06G Casework				\$23,446
06N Composite Fabrications				
IMPACT RESISTANT COLUMN PROTECTORS	5.00	EACH	\$700.00	\$3,500
IMPACT RESISTANT COLUMN PROTECTORS - install	5.00	EACH	\$125.00	\$625
TOTAL 06N Composite Fabrications				\$4,125
07A Waterproofing & Caulking				
CONCRETE PAVING EXP AND CONTRL JOINTS	1.00	LSUM		
DISIMILAR MATERIAL CAULKING	1.00	LSUM		
AIR BARRIER AT STONE PILASTERS	1.00	LSUM		
AIR BARRIER SEPARATING CONDITIONED AND NONCONDITIONED SPACES	1.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$65,702.00	\$65,702
TOTAL 07A Waterproofing & Caulking				\$65,702
08A Doors, Frames & Hardware (Turnkey)				
HOLLOW METAL DOORS	27.00	EACH		
HOLLOW METAL DOOR FRAMES	62.00	EACH		
WOOD DOORS	37.00	EACH		
OVERHEAD COILING DOOR, ELECTRIC	1.00	LSUM		
DOOR HARDWARE	64.00	EACH		
INSTALL DOORS AND HARDWARE	64.00	EACH		
RECEIVE, INVENTORY & DISTRIBUTE DOORS/FRAMES/HARDWARE	126.00	EACH		
SUBCONTRACTOR	1.00	LSUM	\$240,164.00	\$240,164

Name: Cartersville Gas Facility
 Location: Cartersville, Georgia
 Estimate Type: GMP
 Date of Estimate: 5/9/2018

Balfour Beatty

Item Description	Qty	Unit	Unit Cost	TOTAL
Gas Facility				
08A Doors, Frames & Hardware (Turnkey)				
TOTAL 08A Doors, Frames & Hardware (Turnkey)				\$240,164
08F Glass & Glazing				
EXTERIOR MAIN ENTRANCE STOREFRONT	1.00	LSUM		
EXTERIOR STOREFRONT CLERESTORY WINDOWS	1.00	LSUM		
EXTERIOR STOREFRONT ENTRANCE DOORS	1.00	LSUM		
EXTERIOR STOREFRONT WINDOWS	1.00	LSUM		
TELLER [PASSTHRU] WINDOW	1.00	LSUM		
GLASS IN HOLLOW METAL DOOR LITE	1.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$78,600.00	\$78,600
TOTAL 08F Glass & Glazing				\$78,600
09A Drywall / Metal Framing				
SPRAY FOAM INSULATION BELOW MEZZANINE	1.00	LSUM		
INSTALL HM/STEEL DOOR FRAMES IN DRYWALL PARTITIONS	0.00	LSUM		
ACT CEILINGS	0.00	LSUM		
INWALL BLOCKING FOR EQUIPMENT AND ACCESSORIES	0.00	LSUM		
PLYWOOD SHEETING AT INTRIOR OF OUTSIDE WALLS	0.00	LSUM		
GWB PARTITIONS	0.00	LSUM		
BRACING AT TOP OF CMU WALL	0.00	LSUM		
FIRE SEALANTS AT TOP OF PARTITIONS	0.00	LSUM		
FRAMING AND PLYWOOD AT STONE VENEER PILASTERS	0.00	LSUM		
METAL FRAMING, SHEATHING BEHIND STONE VENEER	0.00	LSUM		
WOOD DOOR BUCKS IN METAL FRAMING	0.00	LSUM		
WOOD PLATFORMS AT TRAINING ROOMS	0.00	LSUM		
GWB CEILINGS	0.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$238,424.00	\$238,424
TOTAL 09A Drywall / Metal Framing				\$238,424
09D Painting / Wallcovering				
SUBCONTRACTOR	1.00	LSUM	\$166,379.00	\$166,379
TOTAL 09D Painting / Wallcovering				\$166,379
09E Flooring				
FLOOR PROTECTION	1.00	LSUM		
VCT	1.00	LSUM		
CONCRETE FLOOR SEALER	1.00	LSUM		
CARPET	1.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$44,289.00	\$44,289
TOTAL 09E Flooring				\$44,289
09L Hard Tile				
CERAMIC TILE FLOOR	1.00	LSUM		
CERAMIC TILE BASE	1.00	LSUM		
CERAMIC TILE WALLS	1.00	LSUM		
FLOOR PROTECTION	1.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$30,980.00	\$30,980
TOTAL 09L Hard Tile				\$30,980
10A Toilet Partitions / Accessories				

Name: Cartersville Gas Facility
 Location: Cartersville, Georgia
 Estimate Type: GMP
 Date of Estimate: 5/9/2018

Balfour Beatty

Item Description	Qty	Unit	Unit Cost	TOTAL
Gas Facility				
10A Toilet Partitions / Accessories				
TOILET COMPARTMENT	4.00	EACH		
URINAL SCREEN	1.00	EACH		
18" GRAB BAR	5.00	EACH		
42" GRAB BAR	5.00	EACH		
36" GRAB BAR	5.00	EACH		
TOILET PAPER DISPENSER	7.00	EACH		
TOILET SEAT COVER DISPENSER	7.00	EACH		
SANITARY NAPKIN VENDOR / DISP	6.00	EACH		
PAPER TOWEL DISPENSER / WASTE RECEIPT	5.00	EACH		
SOAP DISPENSER	7.00	EACH		
SHOWER CURTAIN ROD	3.00	EACH		
ROBE HOOK	11.00	EACH		
FRAMED MIRROR	7.00	EACH		
MOP RACK	1.00	EACH		
AUTOMATIC EXTERNAL DEFIBRILLATOR (AED)	1.00	LSUM		
FIRE EXTINGUISHER CABINET	4.00	EACH		
FIRE EXTINGUISHER	4.00	LSUM		
WALL MOUNTED FIRE EXTINGUISHER	15.00	LSUM		
LOCKER BENCH	1.00	EACH		
LOCKERS	20.00	EACH		
SUBCONTRACTOR	1.00	EACH	\$24,769.00	\$24,769
TOTAL 10A Toilet Partitions / Accessories				\$24,769
10C Signage				
INTERIOR SIGNAGE [ROOM IDENTIFICATION SIGNS]	43.00	EACH		
EXTERIOR SIGNAGE	1.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$8,679.00	\$8,679
TOTAL 10C Signage				\$8,679
10N Wall Protection				
WALL & DOOR PROTECTION	1.00	LSUM		
TOTAL 10N Wall Protection				\$0
11C Appliances				
RESIDENTIAL REFRIGERATOR [OFOI]	2.00	EACH		
RESIDENTIAL RANGE / OVEN	1.00	EACH		
RESIDENTIAL GARBAGE DISPOSAL [OFOI]	2.00	LSUM		
RESIDENTIAL DISHWASHER [OFOI]	1.00	EACH		
RESIDENTIAL MICROWAVE [OFOI]	2.00	EACH		
SUBCONTRACTOR	1.00	LSUM	\$8,439.00	\$8,439
TOTAL 11C Appliances				\$8,439
11Z Misc. Equipment				
2 TON CRANE RAIL AND HOIST [MAIN BLDG]	1.00	LSUM	\$15,000.00	\$15,000
CYLINDER STORAGE RACKS	1.00	LSUM	\$7,500.00	\$7,500
OVERHEAD BRIDGE CRANE AND 3 TON HOIST [BLDG D]	1.00	LSUM	\$25,000.00	\$25,000
PIPE STORAGE RACKS	1.00	LSUM	\$10,084.00	\$10,084
RECORDER MOUNTING PLATES	1.00	EACH	\$1,000.00	\$1,000
TOTAL 11Z Misc. Equipment				\$58,584

Name: Cartersville Gas Facility
 Location: Cartersville, Georgia
 Estimate Type: GMP
 Date of Estimate: 5/9/2018

Balfour Beatty

Item Description	Qty	Unit	Unit Cost	TOTAL
Gas Facility				
13B Special Construction				
EXCAVATION, BACKFILL	1.00	LSUM		
FUEL DISPENSERS	1.00	LSUM		
FUELING SYSTEM	1.00	LSUM		
FUELING SYSTEM ELECTRICAL	1.00	LSUM		
FUELING SYSTEM LIGHTNING PROTECTION	1.00	LSUM		
LEAK DETECTION SYSTEM	1.00	LSUM		
PIPING	1.00	LSUM		
PUMPS	1.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$272,746.00	\$272,746
TANKS	1.00	LSUM		
TOTAL 13B Special Construction				\$272,746
21A Fire Protection				
FDC	1.00	LSUM		
KITCHEN HOOD FIRE SUPPRESSION SYSTEM	1.00	LSUM		
FIRE PROTECTION SYSTEM	1.00	LSUM	\$53,741.00	\$53,741
TOTAL 21A Fire Protection				\$53,741
22A Plumbing				
PLUMBING	1.00	LSUM	\$142,565.00	\$142,565
COMPRESSED AIR PIPING	1.00	LSUM		
GAS PIPING	1.00	LSUM		
TOTAL 22A Plumbing				\$142,565
23A HVAC				
LOUVERS	1.00	LSUM		
CEILING FANS	1.00	LSUM		
LOUVERS CONNECTED TO FANS	1.00	LSUM		
SUBKITCHEN HOOD FIRE SUPPRESSION SYSTEM	1.00	LSUM		
VRF FANCOIL SYSTEM	1.00	LSUM		
HVAC - BUILDING	1.00	LSUM	\$462,261.00	\$462,261
TOTAL 23A HVAC				\$462,261
26A Electrical				
ELECTRICAL	1.00	LSUM	\$863,579.00	\$863,579
GAS GENERATOR	1.00	LSUM		
LIGHT POLE FOUNDATIONS	1.00	LSUM		
LIGHTNING PROTECTION	1.00	LSUM		
TELECOMMUNICATION SITE CONDUITS	1.00	LSUM		
TOTAL 26A Electrical				\$863,579
31D Sitework Package				
Changes to Grading plans post Sitework GMP	1.00	SUB	\$114,586.00	\$114,586
TOTAL 31D Sitework Package				\$114,586
32F Site Fencing				
WOOD SLAT FINISH AT PERMANENT FENCING	1.00	LSUM	\$33,495.00	\$33,495
TOTAL 32F Site Fencing				\$33,495
32O Landscaping & Irrigation				

Name: Cartersville Gas Facility
Location: Cartersville, Georgia
Estimate Type: GMP
Date of Estimate: 5/9/2018

Balfour Beatty

Item Description	Qty	Unit	Unit Cost	TOTAL
Gas Facility				
320 Landscaping & Irrigation				
IRRIGATION	1.00	LSUM	\$10,000.00	\$10,000
LANDSCAPING	1.00	LSUM	\$200,000.00	\$200,000
<i>TOTAL 320 Landscaping & Irrigation</i>				<i>\$210,000</i>
TOTAL Gas Facility				\$4,768,330

Name: Cartersville Gas Facility
 Location: Cartersville, Georgia
 Estimate Type: GMP
 Date of Estimate: 5/9/2018

Balfour Beatty

Item Description	Qty	Unit	Unit Cost	TOTAL
Storage Bldg				
03H Concrete Frame (Turnkey)				
TIE BEAMS	1.00	LSUM		
COLUMN PIERS	1.00	LSUM		
FOOTING, SPREAD / COLUMN	1.00	LSUM		
SLAB ON GRADE	1.00	LSUM		
MECHANICAL PAD	1.00	LSUM		
SUBCONTRACTOR	10,577.00	SQFT	\$5.00	\$52,885
TOTAL 03H Concrete Frame (Turnkey)				\$52,885
04A Masonry				
CONCRETE UNIT MASONRY (CMU) WALLS	1.00	LSUM		
REBAR FOR MASONRY	1.00	LSUM		
RIGID INSULATION, 2" @ CAST STONE VENEER	1.00	LSUM		
CAST STONE EXTERIOR WALL VENEER	1.00	LSUM		
INSTALL HM/STEEL DOOR FRAMES IN CMU PARTITIONS	1.00	LSUM	\$72,000.00	\$72,000
METAL FLASHING AT STONE VENEER CAP	1.00	LSUM		
TOTAL 04A Masonry				\$72,000
05Z Misc. Metals				
OVERHEAD DOOR SUPPORT [IN METAL BLDG]	3.00	EACH		
CLIP ANGLES /SUPPORTS AT TOP OF CMU WALLS	22.00	LNFT	\$35.00	\$770
BOLLARDS [IN CONCRETE]	12.00	LSUM		
TOTAL 05Z Misc. Metals				\$770
07A Waterproofing & Caulking				
DISIMILAR MATERIAL CAULKING	1.00	LSUM		
AIR BARRIER AT STONE PILASTERS	1.00	LSUM		
SUBCONTRACTOR	10,577.00	LSUM	\$0.50	\$5,289
TOTAL 07A Waterproofing & Caulking				\$5,289
08A Doors, Frames & Hardware (Turnkey)				
HOLLOW METAL DOORS	9.00	EACH		
HOLLOW METAL DOOR FRAMES	9.00	EACH		
OVERHEAD COILING DOOR, ELECTRIC	1.00	LSUM		
DOOR HARDWARE	9.00	EACH		
INSTALL DOORS AND HARDWARE	9.00	EACH		
RECEIVE, INVENTORY & DISTRIBUTE DOORS/FRAMES/HARDWARE	18.00	EACH		
SUBCONTRACTOR	1.00	LSUM	\$34,000.00	\$34,000
TOTAL 08A Doors, Frames & Hardware (Turnkey)				\$34,000
08F Glass & Glazing				
EXTERIOR STOREFRONT CLERESTORY WINDOWS	1.00	LSUM		
GLASS IN HOLLOW METAL DOOR LITE	1.00	LSUM		
SUBCONTRACTOR	1.00	LSUM	\$8,000.00	\$8,000
TOTAL 08F Glass & Glazing				\$8,000
09A Drywall / Metal Framing				
INSTALL HM/STEEL DOOR FRAMES IN DRYWALL PARTITIONS	0.00	LSUM		
GWB PARTITIONS	0.00	LSUM		
FIRE SEALANTS AT TOP OF PARTITIONS	0.00	LSUM		
FRAMING AND PLYWOOD AT STONE VENEER PILASTERS	0.00	LSUM		

Name: Cartersville Gas Facility
 Location: Cartersville, Georgia
 Estimate Type: GMP
 Date of Estimate: 5/9/2018

Balfour Beatty

Item Description	Qty	Unit	Unit Cost	TOTAL
Storage Bldg				
09A Drywall / Metal Framing				
SUBCONTRACTOR	1.00	LSUM	\$26,500.00	\$26,500
WOOD DOOR BUCKS IN METAL FRAMING	0.00	LSUM		
TOTAL 09A Drywall / Metal Framing				\$26,500
09D Painting / Wallcovering				
SUBCONTRACTOR	1.00	LSUM	\$73,418.00	\$73,418
TOTAL 09D Painting / Wallcovering				\$73,418
10A Toilet Partitions / Accessories				
WALL MOUNTED FIRE EXTINGUISHER	4.00	LSUM	\$85.00	\$340
TOTAL 10A Toilet Partitions / Accessories				\$340
10C Signage				
INTERIOR SIGNAGE [ROOM IDENTIFICATION SIGNS]	0.00	EACH		
SUBCONTRACTOR	1.00	LSUM	\$200.00	\$200
TOTAL 10C Signage				\$200
22A Plumbing				
PLUMBING	1.00	LSUM	\$4,500.00	\$4,500
TOTAL 22A Plumbing				\$4,500
23A HVAC				
LOUVERS	1.00	LSUM		
HVAC - BUILDING	10,577.00	GSF	\$4.00	\$42,308
TOTAL 23A HVAC				\$42,308
26A Electrical				
ELECTRICAL	10,577.00	GSF	\$3.00	\$31,731
TOTAL 26A Electrical				\$31,731
TOTAL Storage Bldg				\$351,941

Name: Cartersville Gas Facility
 Location: Cartersville, Georgia
 Estimate Type: GMP
 Date of Estimate: 5/9/2018

Balfour Beatty

Category	Percent	Amount
Total Direct		\$5,120,270.35
Contractor Contingency	0.00%	\$0
Design Contingency	0.00%	\$0
Escalation	0.00%	\$0
Subcontractor Bonds	0.00%	\$0
Subtotal Direct Cost of Work		\$5,120,270
Insurance	1.04%	\$57,380
Performance and Payment Bond	0.73%	\$40,277
Builders Risk Insurance - BY OWNER	0.00%	\$0
General Conditions	\$115,099	\$115,099
Subtotal with Indirect Cost of Work		\$5,333,026
Fee	3.25%	\$173,323
Preconstruction Services	\$11,000	\$11,000
Grand Total		\$5,517,350



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
Computer Network Upgrade

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	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.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

CNP Technologies, LLC
 806 Tyvola Road - Charlotte, NC 28217
 Phone: (704) 927-6600 - Fax: (704) 927-6610 - Email: purchase@cnp.net

**QUOTE**

Date	Quote #
05/04/18	CNPQ69070

Sold To: City of Cartersville
 Steven Grier
 10 N Public Sq.
 Cartersville, GA 30120
 USA

Phone: (770) 387-5616
Fax:

Ship To: City of Cartersville
 Steven Grier
 10 N Public Sq.
 Cartersville, GA 30120
 USA

Phone: (770) 387-5616
Fax:

A 50% Deposit may be required before order is placed. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales tax.

Terms	Rep	P.O. Number	Ship Via
	Andrew		

Part #	Qty	Description	Unit Price	Ext. Price
-Customer to Self Install				
7V1506	2	HPE FlexNetwork 5940 Layer 3 Switch - 48 x 10 Gigabit Ethernet Expansion Slot, 6 x 100 Gigabit Ethernet Expansion Slot - Manageable - Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable - 1 Year Limited Warranty	\$12,163.97	\$24,327.94
H6AU8E	2	HPE 1Y FC 24x7 5940 48p 10G100G 2FPS SVC	\$2,587.00	\$5,174.00
3A3931	7	HPE 5510 48G 4SFP+ HI 1-slot Switch - 1 Expansion Slot, 48 Network, 4 Expansion Slot - Manageable - Optical Fiber, Twisted Pair - Modular - 3 Layer Supported	\$4,258.24	\$29,807.68
4L4834	7	HPE Care Pack Foundation Care - 1 Year Extended Service - Service - 24 x 7 x 4 Hour - On-site - Maintenance - Parts & Labor - Physical, Electronic Service	\$976.00	\$6,832.00
6G1656	14	HPE Power Supply - 120 V AC, 230 V AC Input Voltage - 12 V DC Output Voltage - 150 W	\$199.76	\$2,796.64
3A3934	2	HPE 5510 24G SFP 4SFP+ HI 1-slot Switch - 1 Expansion Slot, 8 Network, 4 Expansion Slot, 24 Expansion Slot - Manageable - Optical Fiber, Twisted Pair - Modular - 3 Layer Supported	\$5,181.30	\$10,362.60
3A3935	8	HPE 5510 2-port QSFP+ Module - For Data Networking, Optical NetworkOptical Fiber40 Gigabit Ethernet - 40GBase-X2 x Expansion Slots - QSFP+	\$907.91	\$7,263.28
6G1656	4	HPE Power Supply - 120 V AC, 230 V AC Input Voltage - 12 V DC Output Voltage - 150 W	\$199.76	\$799.04

Customer Initials _____

05/04/18 13:35:51

Page 1

Item# 16

Part #	Qty	Description	Unit Price	Ext. Price
U0UX3E	2	HPE 1Y FC 24x7 HPE 5510 24G SFP 4SFP SVC	\$1,140.00	\$2,280.00

Quote: QUO-3093909-Q3Q8Q9 -2

Thank you for your business!

SubTotal	\$89,643.18
Sales Tax	\$0.00

Total	\$89,643.18
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Deposit	\$44,821.59
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Customer Initials _____

05/04/18 13:35:51

Page 2

Item # 16



City of Cartersville

City Council Meeting

5/17/2018 7:00:00 PM

High Service Pumps 1 & 2 Replacement- Final Change Order

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	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. I recommend approval of this change order.
City Manager's Remarks:	City Council approval of the final deduct outlined above is recommended.
Financial/Budget Certification:	This will result in a surplus into the account 505.3310.54.2329 HSP #1 Replacement.
Legal:	
Associated Information:	

CONTRACT MODIFICATION

Owner: CITY OF CATERSVILLE, GEORGIA

Contractor: SOL CONSTRUCTION, LLC

Change Order No. 1-FINAL

Date: APRIL 5, 2018

Project: CATERSVILLE WTP HSPS REHABILITATION (HSPS #1)

W&S Project No.: 027-16-122

Description of Changes:

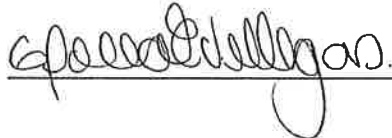
1. To adjust the contract to conform to the final adjusted quantities

Reason for Change:

1. To close the project out

	<u>Total Contract Cost</u>
Original Contract Amount	\$ 1,531,045.00
Change Order # 1, Accumulator Changes, Deduct	\$ (7,508.85)
Change Order # 2, Relocate Pump Controls, Add	\$ 13,003.00
Final Quantity Summary	<u>\$ (25,556.97)</u>
Revised Final Contract Amount	\$ 1,510,982.18

This Change is Acceptable To: SOL CONSTRUCTION, LLC, Contractor

Signed:  Title PM. Date: 4/5/18

Approval of Change Requested By: CITY OF CARTERSVILLE, GEORGIA, Owner

Signed:  Title Project Manager Date: _____

Recommended By: WIEDEMAN AND SINGLETON, INC., Engineer

Signed: _____ Title _____ Date: _____

Item # 17

CORRESPONDENCE RELATED TO CHANGE ORDER NO. 1-Final

Item # 17

EXHIBIT 1

FINAL QUANTITY SUMMARY

Project Name: HSPS Rehabilitation (HSPS #1)W&S Project Number: 027-16-122

Owner's Project No.: 505.3310.54.2329-HSPB#1

Contractor: Sol Construction, LLC

Contract :

Project Final Close-out Change Order

For Period 3/6/2017 THROUGH 3/6/2018

SECTION I - Construction of HSPS Rehabilitation (HSPS #1)

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT	
ITEM NUMBER	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER	
1	Construction of Rehabilitation of HSPS #1				\$ 589,000.00	1.00	\$ 589,000.00	\$ -	
Section I Total					\$ 589,000.00		\$ 589,000.00	\$ -	

SECTION II - Major Equipment

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT	
ITEM NUMBER	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER	
1	Horizontal Split Case Pumps (Palterson)	1.00	LS	\$ 522,000.00	\$ 522,000.00	1.00	\$ 522,000.00	\$ -	
2	Ball Check Valves	1.00	LS	\$ 280,000.00	\$ 280,000.00	1.00	\$ 280,000.00	\$ -	
3	Butterfly Valves	1.00	LS	\$ 86,000.00	\$ 86,000.00	1.00	\$ 86,000.00	\$ -	
Section II Total					\$ 888,000.00		\$ 888,000.00	\$ -	

SECTION III - Allowance

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT	
ITEM NUMBER	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER	
1	SCADA System Cash Allowance	1.00	LS	25000	\$ 25,000.00	1.14	\$ 28,488.03	\$ 3,488.03	
Section III Total					\$ 25,000.00		\$ 28,488.03	\$ 3,488.03	

SECTION IV - Extra Work

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT	
ITEM NUMBER	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER	
1A	Class A	5.00	CY	\$ 350.00	\$ 1,750.00	0.00	\$ -	\$ (1,750.00)	
1B	Reinforcing Steel	1.00	Ton	\$ 2,800.00	\$ 2,800.00	0.00	\$ -	\$ (2,800.00)	
1C	Contact Forms	50.00	SF	\$ 5.00	\$ 250.00	0.00	\$ -	\$ (250.00)	
1D	General Excavation	10.00	CY	\$ 30.00	\$ 300.00	0.00	\$ -	\$ (300.00)	
2	Ductile Pipe and Fittings	5000.00	lbs	\$ 4.00	\$ 20,000.00	0.00	\$ -	\$ (20,000.00)	
3	Remove and Replace Plant Mix Paving	100.00	SF	\$ 25.00	\$ 2,500.00		\$ -	\$ (2,500.00)	
4	Electrical Work								
4A	Number 16 AWG	500.00	LF	\$ 1.00	\$ 500.00	0.00	\$ -	\$ (500.00)	
4B	Number 10 AWG	200.00	LF	\$ 1.20	\$ 240.00	0.00	\$ -	\$ (240.00)	
4C	3/4" Conduit Aluminum	100.00	LF	\$ 6.00	\$ 600.00	0.00	\$ -	\$ (600.00)	
4D	3/4" 90 LB	5.00	EA	\$ 21.00	\$ 105.00	0.00	\$ -	\$ (105.00)	
Section IV Total					\$ 29,045.00		\$ -	\$ (29,045.00)	

EXHIBIT 1

FINAL QUANTITY SUMMARY

Project Name: HSPS Rehabilitation (HSPS #1) W&S Project Number: 027-16-122 Owner's Project No.: 505.3310.54.2329-HSPB#1

Contractor: Sol Construction, LLC

Contract :

Project Final Close-out Change Order

For Period 3/6/2017 THROUGH 3/6/2018

SECTION V - APPROVED CHANGED ORDERS

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT	
ITEM NUMBER	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER	
1	Replace electro-diagnostic-check system with electro-check, and large accumulator with smaller accumulators for ball check valves	1	LS	\$ (7,508.85)	\$ (7,508.85)	1.00	\$ (7,508.85)	\$ -	
2	Relocate controls for both pumps	1	LS	\$ 13,003.00	\$ 13,003.00	1.00	\$ 13,003.00	\$ -	
Section V Total					\$ 5,494.15		\$ 5,494.15	\$ -	
Section I-V Grand Total					\$ 1,536,539.15		\$ 1,510,982.18	\$ (25,556.97)	



City of Cartersville

City Council Meeting
5/17/2018 7:00:00 PM
March 2018 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for March 2018.
City Manager's Remarks:	Tom R. will present this information at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of March 31, 2018

		81 #		FY 2016-17		FY 2017-18		FY 2016-17		FY 2017-18		100.00%
		MONTH OF		MONTH OF		Year to Date		Year to Date		OF BUDGET		
		March-17		March-18		March-17		March-18		(Year to Date)		
GENERAL FUND excluding SPLIT, DDA & School System Property Tax Revenue & Expenditures												
REVENUE		\$1,656,131		\$1,681,148		\$18,179,866		\$18,328,300		76.40%		
EXPENDITURE		\$2,287,537		\$2,268,447		\$17,298,845		\$18,181,645		75.79%		
Gen. Fund Net Profit (Loss)		(\$631,406)		(\$587,299)		\$881,021		\$146,655				
WATER & SEWER												
REVENUE		\$1,336,486		\$1,438,693		\$13,637,875		\$14,207,703		51.63%		
EXPENDITURE		\$1,182,270		\$1,120,783		\$10,396,806		\$11,425,342		41.52%		
Wtr. & Swr. Fund Net Profit (Loss)		\$154,216		\$317,910		\$3,241,069		\$2,782,361				
GAS												
REVENUE		\$2,213,266		\$2,368,106		\$16,627,087		\$18,393,400		53.73%		
EXPENDITURES		\$1,764,484		\$1,938,476		\$15,922,098		\$17,157,837		50.12%		
Gas Fund Net Profit (Loss)		\$448,782		\$429,630		\$704,989		\$1,235,563				
ELECTRIC												
REVENUE		\$3,477,715		\$3,309,860		\$37,233,720		\$35,351,967		72.43%		
EXPENDITURES		\$3,769,012		\$4,060,120		\$34,413,009		\$34,974,824		71.66%		
Electric Fund Net Profit (Loss)		(\$291,297)		(\$750,260)		\$2,820,711		\$377,143				
STORMWATER												
REVENUE		\$121,880		\$123,432		\$1,091,162		\$1,123,090		62.06%		
EXPENDITURE		\$134,009		\$95,895		\$1,071,664		\$1,013,422		56.00%		
Stormwater Fund Net Profit (Loss)		(\$12,129)		\$27,537		\$19,498		\$109,668				
SOLID WASTE												
REVENUE		\$217,577		\$261,285		\$1,779,766		\$1,870,676		68.85%		
EXPENDITURE		\$166,250		\$200,213		\$1,819,245		\$2,103,405		77.41%		
Solid Waste Fund Net Profit (Loss)		\$51,327		\$61,072		(\$39,479)		(\$232,729)				
FIBER OPTICS												
REVENUE		\$173,569		\$239,240		\$1,530,820		\$1,666,667		70.59%		
EXPENDITURE		\$168,232		\$220,785		\$1,227,631		\$1,617,240		68.49%		
Fiber Fund Net Profit (Loss)		\$5,337		\$18,455		\$303,189		\$49,427				

				% of Monthly Totals to
	Description	3/31/2018	FY 2018 Budget	Budget
General Fund	Total Revenues	\$18,328,299	\$23,989,490	76.40%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,353,721	\$2,515,260	93.58%
	Local Option Sales Tax (LOST)	\$2,893,665	\$3,715,575	77.88%
	Other Taxes	\$6,750,186	\$8,314,455	81.19%
	Building Permit & Inspection Fees	\$186,662	\$390,000	47.86%
	Fines and Forfeitures	\$392,083	\$510,000	76.88%
	Operating Transfers In-City Utilities	\$2,490,670	\$3,394,605	73.37%
	Other Revenues	\$3,261,312	\$5,149,595	63.33%
	Total Expenditures	\$18,181,644	\$23,989,490	75.79%
	Personnel Expenses	\$12,711,052	\$16,639,165	76.39%
	Operating Expenses	\$4,354,310	\$6,030,125	72.21%
	Capital Expenses	\$774,507	\$864,500	89.59%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$341,775	\$455,700	75.00%
Water & Sewer Fund	Total Revenues	\$14,207,703	\$27,517,245	51.63%
	Water Sales	\$8,891,662	\$11,411,280	77.92%
	Sewer Sales	\$4,827,752	\$6,120,000	78.88%
	Bond Proceeds	\$0	\$6,500,000	0.00%
	Use of Reserves	\$0	\$1,800,000	0.00%
	Prior Year Capacity Fees	\$0	\$960,000	0.00%
	Other Revenues	\$488,289	\$725,965	67.26%
	Total Expenditures	\$11,425,341	\$27,517,245	41.52%
	Personnel Expenses	\$2,658,298	\$3,611,665	73.60%
	Operating Expenses	\$2,209,658	\$3,986,875	55.42%
	Capital Expenses	\$2,359,740	\$14,022,500	16.83%
	Transfer To General Fund	\$1,558,366	\$2,077,820	75.00%
	Debt Payments	\$2,639,279	\$3,818,385	69.12%
Gas Fund	Total Revenues	\$18,393,401	\$34,235,980	53.73%
	Gas Sales	\$16,739,306	\$19,132,210	87.49%
	Gas Commodity Charge	\$1,110,609	\$1,300,000	85.43%
	Bond Proceeds	\$0	\$6,260,050	0.00%
	Proceeds from Capital Leases	\$0	\$130,550	0.00%
	Other Revenues	\$543,486	\$2,985,500	18.20%
	Use of Reserves	\$0	\$4,427,670	0.00%
	Total Expenses	\$17,157,837	\$34,235,980	50.12%
	Personnel Expenses	\$1,548,005	\$2,139,150	72.37%
	Operating Expenses	\$1,087,155	\$2,216,860	49.04%
	Purchase of Natural Gas	\$11,725,206	\$15,827,025	74.08%
	Transfer to General Fund	\$2,303,118	\$3,070,825	75.00%
	Capital Expenses	\$494,353	\$10,982,120	4.50%

	Description	3/31/2018	FY 2018 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$35,351,967	\$48,806,080	72.43%
	Electric Sales	\$34,224,505	\$47,372,640	72.25%
	Other Revenues	\$1,127,462	\$1,433,440	78.65%
	Total Expenses	\$34,974,824	\$48,806,080	71.66%
	Personnel Expenses	\$1,889,790	\$2,386,115	79.20%
	Operating Expenses	\$1,148,070	\$1,480,220	77.56%
	Purchase of Electricity	\$29,525,446	\$40,793,510	72.38%
	Capital Expenses	\$401,037	\$1,465,595	27.36%
	Transfer to General Fund	\$2,010,481	\$2,680,640	75.00%
Stormwater Fund	Total Revenues	\$1,123,090	\$1,809,815	62.06%
	Stormwater Revenues	\$1,101,055	\$1,433,815	76.79%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$22,035	\$60,000	36.73%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Use of Reserves	\$0	\$316,000	0.00%
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,013,422	\$1,809,815	56.00%
	Personnel Expenses	\$568,629	\$815,695	69.71%
	Operating Expenses	\$412,467	\$560,045	73.65%
	Capital Expenses	\$32,326	\$434,075	7.45%
Solid Waste Fund	Total Revenues	\$1,870,676	\$2,717,135	68.85%
	Refuse Collections Revenues	\$1,825,970	\$2,277,940	80.16%
	Other Revenues	\$44,706	\$65,195	68.57%
	Proceeds From Capital Leases	\$0	\$374,000	0.00%
	Total Expenses	\$2,103,405	\$2,717,135	77.41%
	Personnel Expenses	\$826,615	\$1,103,445	74.91%
	Operating Expenses	\$1,034,160	\$1,239,690	83.42%
	Capital Expenses	\$242,630	\$374,000	64.87%
Fiber Optics Fund	Total Revenues	\$1,666,667	\$2,361,120	70.59%
	Fiber Optics Revenues	\$1,412,174	\$1,812,665	77.91%
	GIS Revenues	\$80,150	\$106,800	75.05%
	Proceeds from Capital Leases	\$0	\$350,000	0.00%
	Other Revenues	\$174,343	\$91,655	190.22%
	Total Expenses	\$1,617,240	\$2,361,120	68.49%
	Personnel Expenses	\$533,886	\$709,765	75.22%
	Operating Expenses	\$600,618	\$878,855	68.34%
	MEAG Telecom Statewide Pymt	\$6,459	\$9,500	0.00%
	Debt Payment	\$0	\$64,000	0.00%
	Capital Expenses	\$476,277	\$699,000	68.14%

81 # wai

Cash Position

	6/30/17	7/31/17	8/31/17	9/30/17	10/31/17	11/30/17	12/31/17
Total Unrestricted Cash Balance	\$30,209,931.06	\$28,628,880.71	\$28,022,534.61	\$28,984,930.22	\$29,799,794.83	\$29,463,014.42	\$28,718,862.88
Total Restricted Cash Balance	\$66,565,078.82	\$66,221,750.22	\$65,840,176.39	\$66,730,823.55	\$67,630,476.61	\$80,028,695.58	\$80,028,695.58

Cash Position

	1/31/18	2/28/18	3/31/18	4/30/18	5/31/18	6/30/18
Total Unrestricted Cash Balance	\$30,714,407.81	\$31,933,293.01	\$33,524,480.13			
Total Restricted Cash Balance	\$79,682,123.07	\$77,954,076.57	\$76,129,883.49			

Highlights for the Month of March 2018:

Unrestricted cash increased in the following funds: general fund, gas fund, solid waste fund, fiber fund, stormwater fund, and water fund.

Restricted cash decreased due to increased cash in the DEA fund, but was offset by decreases in the pension fund, SPLOST 2014 Fund, and the GO Park & Recreation Fund.