



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 – 4/19/2018
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. April 5, 2018 (Pages 1 - 49)

[Attachments](#)

2. April 7, 2016 Correction (Pages 50 - 62)

[Attachments](#)

B. Appointments

1. Cartersville Building Authority (Page 63)

[Attachments](#)

C. Second Reading of Ordinances

1. Water & Sewer Master Bond Ordinance (Pages 64 - 70)

[Attachments](#)

2. Blocking Railroad Crossings (Pages 71 - 72)

[Attachments](#)

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

1. Z18-03: Rezoning of property located on Center Road from R-10 with conditions (Single Family Residential) to RA-12 (Single Family Dwelling) and R-20 (Single- Family

Residential). (Pages 73 - 74)

[Attachments](#)

2. T18-01: Text Amendment to Chapter 20, Signs and Outdoor Advertising, Article II, Sign Ordinance. The purpose of the text amendment is to address electronic signs, brightness controls, and use of Stationary Electronic Signs. (Pages 75 - 79)

[Attachments](#)

3. T18-02: Text Amendment to Chapter 26, Article IX, Commercial Use Districts, Sec. 9.2. M-U Multiple Use District, subsection 9.2.3(R), Development Standards. The purpose of the text amendment is to correct deficiencies. (Pages 80 - 83)

[Attachments](#)

E. Public Hearing - 1st 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 (Pages 84 - 87)

[Attachments](#)

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. (Pages 88 - 103)

[Attachments](#)

F. Other

1. Approval of GICH Letter (Pages 104 - 105)

[Attachments](#)

G. Contracts/Agreements

1. GCIC Agreement (Pages 106 - 109)

[Attachments](#)

2. Raymond James Bond Investment Advisor Agreement (Pages 110 - 114)

[Attachments](#)

3. Land Bank Contract (Pages 115 - 118)

[Attachments](#)

4. Architect & Engineer for Fire Station #3 (Pages 119 - 123)

[Attachments](#)

H. Bid Award/Purchases

1. MCCI Training & Project Management Services (Page 124)

[Attachments](#)

2. WPCP – Secondary #1 & #4 Screw Pump Lower Bearings (Pages 125 - 129)

[Attachments](#)

3. ATCO 10-inch Water Main Connection (Pages 130 - 137)

[Attachments](#)

I. Engineering Services

1. WPCP – NPDES Permit Requirement – Watershed Protection Plan (Pages 138 - 142)

[Attachments](#)

2. Donn Drive Aerial Sewer Elimination (Pages 143 - 152)

[Attachments](#)

J. Bid Award/Purchases

1. Loose Equipment for New Fire Truck (Pages 153 - 156)

[Attachments](#)

2. Interactive Displays for Electric Dispatch Center (Pages 157 - 170)

[Attachments](#)

3. Zero-Turn Mower (Pages 171 - 177)

[Attachments](#)

4. Construction of Customer Service Safety Wall (Pages 178 - 183)

[Attachments](#)

K. Monthly Financial Statement

1. February 2018 Financial Report (Pages 184 - 188)

[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
4/19/2018 7:00:00 PM
April 5, 2018

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes will be uploaded for your review soon.
City Manager's Remarks:	City Council approval of the April 5 Meeting Minutes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
April 5, 2018
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

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

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II. Regular Agenda

A. Council Meeting Minutes

1. March 15, 2018

Before a motion was made Council Member Fox made the following correction: in Regards to the MPO Study discussed at the last meeting Council Member Fox's motion should have included that in addition to the study of a pedestrian bridge in downtown, it should also include a study on the track that blocks Mission Road.

A motion to approve the March 15, 2018 City Council Meeting Minutes as presented was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

B. Commendation/Recognition

1. Board of Zoning Appeals Board Member Recognition

Randy Mannino, Planning and Development Department Head recognized David Caswell for his years of service on the Board of Zoning Appeals. An award was given to Mr. Caswell by Mayor Santini at the meeting to thank him for his dedication.

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

1. Z18-03: Rezoning of property located on Center Road adjacent to and west of I-75 from R-10 with conditions (Single Family Residential) to RA-12 (Single Family

Dwelling) and R-20 (Single- Family Residential). Property contains approx. 58 and 103 acres, respectively.

Mr. Mannino came forward and stated in 2004 per Z04-14, approximately 202 acres were rezoned from R-20 to R-10 with conditions for two tracts of land along Center Road west of and adjacent to I-75. Tract 1 was north of Center Road and named the Etowah Preserve subdivision. Tract 2 was south of Center Road. Tract 1 was planned to be developed in three phases. Infrastructure, including roads, curb and gutter, street lights, utility lines and meters, stormwater pipes and detention ponds were installed. The project stalled about 2008, and no construction activities have occurred since. Tract 2, a subdivision currently known as Autumn Canyon, was purchased by LGI Homes about 2015 and has been fully completed. Autumn Canyon has 79 lots.

This project proposes to develop Etowah Preserve in 2 phases. Phase 1 would improve all existing infrastructure components and construct up to 199 townhome units. Phase I requests rezoning from R-10 with conditions to RA-12. Phase 2 development would occur at a future date and requests a rezoning from R-10 with conditions to R-20 until market studies can be conducted to determine the best use of the land.

Due to the original project foreclosure, the City has received maintenance bonds totaling \$176,700 for the following items: Storm Drainage, Sidewalks and Streets= \$49,800; Water/ Sewer Maintenance = \$67,000; Final Asphalt Top Coating = \$59,900. This bond money could be used by the developer to offset the costs of repairing the existing infrastructure. This rezoning application, available in the City Clerk's office, proposes to remove all previous zoning conditions associated with Z04-14 though several of the conditions should remain in place.

This is a first reading and does not require a vote at this time. Mayor Santini opened the floor to a public hearing and with no one coming forward the public hearing was closed.

2. T18-01 Text Amendment to Chapter 20, Signs and Outdoor Advertising, Article II, Sign Ordinance. The purpose of the text amendment us to address electronic signs, brightness controls, and use of Stationary Electronic Signs.

Mr. Mannino stated the purpose of the text amendment is to define electronic freestanding signs, include brightness controls and to allow the use of Stationary Electronic Signs on E. Main Street from Hwy 41 to I-75. This is a first reading and does not require a vote at this time. Mayor Santini opened the floor for a public hearing, and with no one coming forward to speak the public hearing was closed.

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 26. ZONING. ARTICLE IX COMMERCIAL DISTRICT REGULATIONS. SECTION 9.2 M-U MULTIPLE USE DISTRICT, PARAGRAPH 9.2. DEVELOPMENT STANDARDS, 9.2.3.R, OTHER STANDARDS, is hereby amended by deleting Sec.9.2.3R.1. and adding the following:

1.

Sec. 9.2.3 R.1. Other Standards

1. Townhouse developments shall have a minimum development area of one-half (1/2) acre. In addition to required setbacks, a fifteen (15) foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of this chapter.

(a) *Minimum lot depth:* One hundred (100) feet

(b) No fewer than three (3) dwelling units in a row shall be allowed.

(c) Alley or private drive access required.

(d) Required parking shall be allowed in the rear yard only.

(e) Principal buildings shall front a private drive or public right-of-way.

The remaining provisions of Section 9.2.3 are to remain as is and the additional standards herein are to be made part of the standards in Section 9.2.3R.1.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

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3. T18-02: Text Amendment to Chapter 26, Article IX, Commercial Use Districts, Sec. 9.2. M-U Multiple Use District, subsection 9.2.3(R), Development Standards. The purpose of the text amendment is to correct deficiencies.

Mr. Mannino stated the purpose of the text amendment is to add requirements for townhouse development found in other sections of the zoning ordinance. Mr. Mannino stated this is a first reading and does not require a vote at this time. Mayor Santini opened the floor for a public hearing, and with no one coming forward the public hearing was closed.

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 20. SIGNS AND OUTDOOR ADVERTISING. ARTICLE II. SIGN ORDINANCE. SECTION 20-25 Freestanding signs, PARAGRAPH (2) b Electronic freestanding signs, is hereby amended by and adding the following:

1.

16. E. Main Street, Stationary Electronic Sign Only (Beginning at US 41 and running east to the east side of the I-75 interchange).

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

2.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 20. SIGNS AND OUTDOOR ADVERTISING. ARTICLE II. SIGN ORDINANCE. SECTION 20-25 Freestanding signs, PARAGRAPH (2) Electronic freestanding signs, is hereby amended by and adding the following paragraphs after paragraph i.:

j. All new electronic freestanding sign installations are required to submit to the City a report certifying that the daytime and nighttime light levels are compliant with the brightness level requirements stated in item (k) below.

k. Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change to ensure the brightness is decreased in low light situations. Brightness levels may not exceed more than two-tenths (0.20) foot candles above ambient light levels (at measurement conditions) as measured at a distance of one hundred twenty-five (125) feet.

l. If the sign is located in the line of sight of a residential dwelling, such sign shall not operate at brightness levels of more than one-tenth (0.1) foot candles above ambient light

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levels (at measurement conditions) as measured to the nearest property line of the residential dwelling from the electronic sign.

m. In the course of investigating a brightness complaint, the Planning and Development Department may request a certification of the brightness (under measurement conditions) by an independent contractor, if the sign has not been certified within the preceding twelve (12) months. If the investigation and certification indicate that the sign exceeds the brightness levels specified in this chapter, the owner of the sign shall turn off the sign until the brightness of the sign is brought into compliance with this chapter within twenty-four (24) hours of a request. Compliance with these requirements will be at the owner's expense.

The remaining provisions of Chapter 20 Section 20-25 shall remain in full force and effect:
3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

D. Other

1. Appeal of Historic Preservation Commission (HPC) Decision

Mr. Mannino stated Matt Womack is appealing the HPC decision that he cannot paint his historic brick house and that he is to remove the primer coat that has been applied. Mr. Womack submitted an application for a Certificate of Preservation on February 2, 2017 for a 2nd story addition to his home at 716 West Ave. The home is historic and contributing to the West End Historic District. The application was approved by the Historic Preservation Commission on 2-21-17. The application did not request to paint the existing brick house, but did state that the new addition red brick would match the existing red brick. On March 7, 2018 staff observed the brick was being painted and a stop work order was issued. Unpainted brick on a historic home is

to remain unpainted per the HPC Design Guidelines. The Staff summary and supporting documents can be viewed in the City Clerk's office.

Mayor Santini opened the floor for a public hearing and asked anyone wishing to speak for or against the appeal to come forward.

Thomas Worley, of Atlanta, attorney representing the Womack's came forward to support the appeal. Mr. Worley stated he had letters of support for Womack's from Jay Choate and Joe Frank Harris. Mr. Worley stated HPC guidelines are vague and were misinterpreted.

Council Member Stepp stated the City may need to reexamine the HPC guidelines.

Augustus King, of Cartersville, came forward and stated he supported the Womack's.

Council Member Hodge stated Council may need to revisit some of the HPC guidelines.

Suzanne Benoit, of Cartersville, came forward to support the Womack's.

Kyle Russell, of Cartersville, neighbor and painter for the Womack's was support.

Mayor Santini stated the HPC works hard and is well trained in historic guidelines. The HPC made a good decision. The guidelines may need to be revisited.

Andrea Wallace, of Cartersville, stated she is in favor of painting brick, supports the Womack's and hopes the guidelines change.

David Hardegree, City Planner, came forward and stated the guidelines are vague, but it says homeowners cannot paint an unpainted brick house. Owners are responsible for the continued maintenance of their homes. If the guidelines are tweaked or rewritten brick and mortar maintenance needs to be addressed, because painting brick does not properly maintain it. Painting brick for maintenance is not a cure all to fix what is behind the brick. Consideration for maintenance of the brick needs to be addressed.

Council discussed accountability and oversight of HPC cases.

Mr. Worley came forward for a closing statement

Mayor Santini thanked everyone for their participation and comments.

Motion to approve the Womack's appeal and reverse HPC's decision to allow the paint project to continue, and for Council to take a look at guidelines to allow brick house to be painted in the Historic District was made by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

E. Public Hearing

1. Old Tennessee Road at Hwy 20/411

Keith Lovell, City Attorney stated the portion of Old Tennessee Road within Land Lot 51 at its intersection with State Route 20 and U.S. 411 has ceased to be used by the public and no substantial public purpose is served. It is in the best public interest that this section of road be abandoned. Notice of the proposed abandonment will be sent to Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop.

Mayor Santini opened the floor for public comment and with no one present to speak for or against the abandonment the Mayor closed the public hearing.

Motion to approve the resolution to authorize the public advertisement of the road closure at Old Tennessee Road at Hwy 20/411 was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

Contracts and Agreements

1. Depository Trust Company Letter

Mr. Lovell stated the City needs to update its Depository Trust Company letter so securities can be held and transferred by the Depository Trust Company.

A motion to approve the Depository Trust Company Letter was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

F. First Reading of Ordinances

1. Blocking Railroad Crossings

Mr. Lovell stated Chapter 19, Railroads, Section 19-3 of this ordinance is from the 1970's and preempted by federal law. Mr. Lovell recommended deleting the section in its entirety.

A motion to approve the deletion was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

Ordinance no. _____

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 19. RAILROADS, SECTION 19-3 BLOCKING CROSSINGS** is hereby amended by deleting said section in its entirety and replacing it with the following:

Sec. 19-3 – Intentionally omitted.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

**_____
MATTHEW J. SANTINI, MAYOR**

ATTEST: _____
MEREDITH ULMER, CITY CLERK

G. Resolutions

1. Resolution Authorizing Condemnation

Mr. Lovell stated the resolution authorizes condemnation of the property at 2001 Highway 113 SW, Taylorsville, GA in order for Transcontinental Gas Pipe Line Company, LLC to construct a Delivery Station to provide a natural gas supply to the City. If approved, the City will have the ability to file eminent domain proceedings in court, but this may not be necessary, because an agreement has been made with Mr. Column. Mr. Lovell recommended approval of the condemnation resolution in the event the City does not close on the property.

A motion to approve the condemnation was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote 6-0.

Council Member Hodge made a motion to add an item to the agenda, and the motion was seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

Added Item:

Mr. Lovell recommended to Council to authorize an agreement to purchase property at \$115,000 within two weeks.

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

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I. Certification**1. Good Neighbor Homeless Shelter Grant Application**

Sam Grove, City Manager stated this is the annual approval/certification requested in order for the Good Neighbor Homeless Shelter to make application for grant funds from the Georgia Department of Community Affairs(DCA). By approving Council states that based on a review of the application and/or supporting documents that: 1. The Good Neighbor Homeless Shelter is within the jurisdiction of this local government, and 2. they are approved for funding by DCA. The application is available to view in the City Clerk's office.

A motion to approve the Good Neighbor Homeless Shelter Grant Application was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

J. Bid Award/Purchases**1. Village Hills Lighting**

Don Hassebrock, Electric Department Head stated the Electric Department is seeking authorization to purchase the materials necessary for lighting the new Village Hills Drive. This road has been accepted into the City as a city street and thus will need to be illuminated at night. Our design calls for seven light poles, with LED lighting fixtures for a grand total of \$10,913.00. The materials to which we have standardized are sole-sourced by Irby Company as the regional supplier.

The Electric Department recommends approval of the purchase of the materials from Irby Company for the sum of \$10,913.00. This is a budgeted item.

A motion to approve Irby for the Village Hills Lighting was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote 6-0.

K. Contracts/Agreements**1. Directional Boring Pricing Contracts**

Mr. Hassebrock stated the current boring contract is expiring. Contractor bids have been requested in order to receive updated pricing. The City selected the two lower priced contractors for a 3-year period. One of the contractors will be new and the other is our existing contractor.

A motion to approve the two low bid contracts was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote 6-0.

2. Douthit Ferry Road Development Agreement

Gary Riggs, Gas Department Head stated the agreement provides that the developer will

install gas appliances as per our gas advantage program. The Gas Department recommended Council approval of this agreement.

A motion to approve the Douthit Ferry Road Development Agreement was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote 6-0.

L. Bid Award/Purchases

1. Process Heater for Williams/Transco Expansion

Mr. Riggs stated the Williams/Transco Expansion requires the Gas System to provide a process heater. Control Southern is the sole source provider for this heater and the price is \$336,100.00. The Gas Department recommends approval of this item.

A motion to approve Process Heater for Williams/Transco Expansion was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

M. Contracts/Agreements

1. CSX Preliminary Engineering Agreement

Tommy Sanders, Public Works Department Head stated the Public Works Department and Water Department have a joint project under preliminary review by CSX Railroad. This project, located near the abandoned Cook Street Crossing, includes a proposed culvert removal/upgrade and a proposed sewer crossing. CSX is requesting the City to sign a preliminary engineering agreement and payment for review of our engineering documents. This agreement requires a payment of \$5,700, and if approved will be paid through SPLOST. Public Works recommends approval of this budgeted item.

A motion to approve CSX Preliminary Engineering Agreement was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0.

N. Bid/Award Purchases

1. Garbage Cart Purchase

Mr. Sanders stated solid waste solicited quotes for 500 brown carts and 100 green carts with the low bidder being Toter from Statesville, NC for \$28,548.08. This is a budgeted purchase and your approval is recommended.

A motion to approve the Garbage Cart Purchase was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote 6-0.

2. Park Amenities Purchase

Greg Anderson, Parks and Recreation Department Head stated quotes were advertised and received for the purchase of park amenities that will be used in various parks. Park amenities include 11 picnic tables and 15 trash receptacles. The majority of these items are scheduled for use at new Aubrey St. pool and new Dellinger Park new tennis pavilion.

Furniture Leisure, Inc. quote in the amount of \$12,475.00 is the low quote and meets all material specifications. I recommend Furniture Leisure, Inc. for this purchase and if approved, these items will be paid out of GO Bond funds.

A motion to approve the Park Amenities Purchase was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote 6-0.

3. Cultured-Stone Purchase

Mr. Anderson stated Cartersville Parks and Recreation (CPRD) requested pricing for purchase of cultured-stone and flagstone for the proposed new Dellinger Park entrance sign base and columns. Elite Stone is the only local distributor for El Dorado Stone. CPRD attempted to get pricing from Stone Forest Materials, in Kennesaw, but was not provided an estimate.

Cartersville City Council approved Steve Dutton Masonry for the labor in constructing the sign base and columns at the January 18, 2018 Council meeting. Steve Dutton Masonry and Elite Stone have collaborated with an estimated amount of material needed for this project. It is recommended to purchase cultured-stone and flagstone from Elite Stone, in the amount of \$10,617.60. This is budgeted project and will be paid from GO Bond funds.

A motion to approve Cultured-Stone Purchase was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote 6-0.

4. WPCP – Maintenance Shop Roll-Up Door

Bob Jones, Water Department Head stated the maintenance shop roll-up door is dysfunctional. The door is extremely difficult to raise or lower and will jump off track on occasion. Employees enter and exit this building multiple times per day and need to keep expensive parts and tools secure. Quotes were requested from the following three vendors for replacement of the door and all labor and material necessary for installation: Arbon Equipment Corporation \$6,145.00; Graham Commercial Contractors, LLC \$7,075.00; Overhead Door Company of Atlanta \$7,149.60. Arbon Equipment Corporation bid in the amount of \$6,145.00 is recommended.

A motion to approve local contractor Graham Commercial Contractors was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

5. Waterford/Main Street Sewer Lift Station Pump Repair

Mr. Jones stated there have been two pump failures that will require repair and replacement. All sewer lift station pumps contain Flygt brand pumps and require sole source repair and replacement. Based on an evaluation of both pumps, the Waterford Lift Station pump will need to be replaced and the Main Street Lift Station pump can be rebuilt. Flygt has provided the following pricing on the work: Waterford replacement: \$9,370.00; Main Street rebuild: \$10,378.22. Mr. Jones recommended approval of the Flygt quote in the total amount of \$19,748.22.

A motion to approve the Waterford/Main Street Sewer Lift Station Pump Repair and Replacement was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

6. Builders Risk Insurance for New Gas Facility

Dan Porta, Assistant City Manager stated with the start of construction occurring soon and material being delivered onsite, the city needs to purchase builders risk insurance for the new Gas Department facility, fuel station and storage building to be located at 155 Old Mill Road. Travelers Insurance came in with the best rate of \$7,575 annually for this coverage. The project is estimated at 10 months, so once the project is completed the insurance will be prorated and the city will be refunded for any overpayment. I recommend approval of the Travelers Insurance Builders Risk Insurance coverage for these new facilities.

A motion to approve the Builders Risk Insurance for New Gas Facility was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

O. First Reading of Ordinances

1. Water & Sewer Master Bond Ordinance

Mr. Porta stated as part of the proposed issuance of new Water & Sewer Revenue Bonds, a Master Bond Ordinance needs to be adopted. For prior Water & Sewer Revenue Bonds, the city has used the original Master Bond Ordinance that was issued in November 1984. With the issuance of these proposed bonds, staff recommends that an updated Bond Ordinance be adopted.

The proposed ordinance is 80+ pages and has been reviewed by Bond Counsel, staff and the City Attorney. A draft version of this document will be emailed to the City Council prior to the Thursday meeting. This is a first reading and does not require a vote at this time.

Mr. Lovell stated there may be some minor changes made and if so they will be presented.

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

Added items:

1. Resolution and Declaration of Taking

Mr. Lovell stated his law office has recused themselves from the Resolution and Declaration of Taking. Mr. Lovell exited the Council Chambers.

Mr. Frank Beecham of Rome, GA came forward and stated he recommended approval of the Resolution and Declaration of Taking of 9.265 acres south of the airport and acres 1.773 permanent easement for drainage.

Mayor Santini stated out of respect for the family who owns this property he would like to open the floor for a public hearing.

Linda Brunt, of Cartersville, GA from the Don Evans Law Group came forward on behalf of Dellinger Holdings. Ms. Brunt stated her strong opposition of the taking even though the Dellinger's understand the need for the airport. Ms. Brunt stated she would like Council to postpone this decision until a plan is created.

Mr. Beecham came forward and stated the City will have to abide by all State and local regulations like anyone else. A preliminary design has been submitted to the City by the Georgia Department of Transportation, but a final design is not yet complete. There are governmental checks and balances in place to ensure drainage is not an issue, and the plans have already been reviewed by City staff and the Dellinger family and their legal representation. The City needs to take action in order to meet deadlines for federal funding.

Ms. Brunt stated Mr. Beecham has been great to work with, but there needs to be a plan in place first and opposed the taking.

With no one else coming forward Mayor Santini closed the public hearing.

Motion to approve the Resolution was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

**A RESOLUTION OF THE CITY OF CARTERSVILLE,
GEORGIA IN REGARD TO CONDEMNATION
PROCEEDINGS RELATING TO CERTAIN PROPERTY NOW
OR FORMERLY OWNED BY DELLINGER HOLDINGS, LP;
AND FOR OTHER PURPOSES**

WHEREAS, the City of Cartersville has found that it is necessary and in the best interests of the City and its residents to carry out certain airport and transportation improvements which consist of enlarging and/or improving the Cartersville-Bartow County Airport runway; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Cartersville that a 9.265 acre portion of the property now or formerly owned by Dellinger Holding, LP, as more particularly depicted on the plan attached hereto as Exhibit "A" (the "Fee Simple"), must be acquired to complete such improvements; and

WHEREAS, it has also been determined by the Mayor and City Council of the City of Cartersville that a certain 1.773 acre permanent easement for drainage through property now or formerly owned by Dellinger Holding, LP, as more particularly depicted on the plan and legal description attached hereto as Exhibit "B" (the "Easement"), must be acquired to complete such improvements (the Fee Simple and Easement collectively referred to as the "Property"); and

WHEREAS, after making good faith efforts to negotiate the acquisition of the Property from the owner of the Property, the City has been unable to acquire the Property through negotiations or otherwise, and it is necessary to proceed in the acquisition and condemnation of the aforesaid Property under the provisions of the Official Code of Georgia (O.C.G.A. § 32-3-6); and

WHEREAS, the Cartersville-Bartow County Airport Authority has recommended to the City of Cartersville that the Property be acquired for the improvement of public transportation, as

Item # 1

shown by the Resolution of the Cartersville-Bartow County Airport Authority attached hereto as Exhibit "C"; and

WHEREAS, the condemnation of the Property is necessary for public transportation purposes; and

WHEREAS, the Property to be condemned shall be used for public purposes.

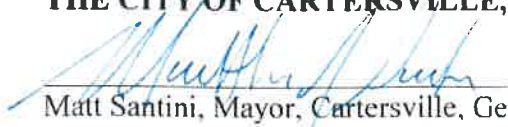
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CARTERSVILLE, GEORGIA, and it is hereby resolved by authority of same, that the City of Cartersville, Georgia is authorized to institute a proceeding to condemn fee simple title, and permanent easement rights and interests, to the Property herein described, under O.C.G.A. § 32-3-6 and such other provisions of Georgia law as may be required; and

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of same, that the City's attorney is hereby authorized to take such action as is necessary to institute, prosecute, and finalize such condemnation proceedings, and that the City pay for the property condemned as herein described such amount as may be determined in said condemnation proceedings.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of same, that all resolutions, if any, in conflict with this resolution be and the same are hereby repealed.

Approved this 5th day of April, 2018.

THE CITY OF CARTERSVILLE, GEORGIA


Matt Santini, Mayor, Cartersville, Georgia

Attest:


City Clerk

(SEAL)

EXHIBIT "A"

PLAT AND LEGAL DESCRIPTION OF THE FEE SIMPLE ACQUISITION

Item # 1

EXHIBIT "B"

PLAT AND LEGAL DESCRIPTION OF THE EASEMENT ACQUISITION

Item # 1

EXHIBIT "C"

**RESOLUTION OF THE CARTERSVILLE-BARTOW COUNTY
AIRPORT AUTHORITY**

Item # 1

**IN THE SUPERIOR COURT OF BARTOW COUNTY
STATE OF GEORGIA**

CITY OF CARTERSVILLE, GEORGIA

Plaintiff/Condemnor,

v.

**NINE AND TWO HUNDRED SIXTY-FIVE
THOUSANDTHS (9.265) ACRES OF LAND;
CERTAIN ONE AND SEVEN HUNDRED
SEVENTY-THREE THOUSANDTHS (1.773)
ACRES EASEMENT AND RIGHTS;
DELLINGER HOLDING, LP;
STEVE STEWART, Tax Commissioner of
Bartow County, Georgia; FREDDY
WEHUNT, Chairman of the Board of Tax
Assessors, Bartow County, Georgia; and ANY
AND ALL PERSONS having or claiming any
right or interest in and to said described lands,**

Defendants/Condemnees.

CIVIL ACTION NO. _____

In Rem Condemnation Proceedings

(Declaration of Taking)

DECLARATION OF TAKING

WHEREAS, pursuant to O.C.G.A. § 32-3-6, the Property (more particularly described and depicted on Exhibit "A" and Exhibit "B") is being taken for the use of the City of Cartersville, Georgia, subject to the Order of this Court provided for in O.C.G.A. § 32-3-12, said Order having been filed contemporaneously in this matter (the "Order"); and

WHEREAS, pursuant to O.C.G.A. § 32-3-6 the Mayor and City Council of the City of Cartersville, Georgia has passed a Resolution dated April 5, 2018, a certified copy of which is attached to this Declaration as Exhibit "C", and made a part hereof, finding that it is necessary to acquire the Property for the public purpose of enlarging and/or improving the runway for the Cartersville-Bartow County Airport, a public transportation facility; as fully described in said Order; and

WHEREAS, the Mayor and City Council of Cartersville, Georgia has caused an investigation and report to be made by a competent land appraiser, to estimate the just and adequate compensation for the Property; a copy of the appraiser's sworn statement is attached hereto as Exhibit "D" and made part hereof ("Appraiser=s Statement"); and

WHEREAS, in reliance on that Appraiser=s Statement, the Mayor and Council of the City of Cartersville, Georgia estimates \$639,000 as the just and adequate compensation to be paid for the Property, and has deposited that sum in this Court, for the use of the persons entitled thereto;

NOW, THEREFORE, the Mayor and Council of Cartersville, Georgia, under authority of O.C.G.A. § 32-3-1 *et. seq.*, hereby declares that the Property is taken for enlarging and/or improving the runway for the Cartersville-Bartow County Airport, for the purpose of improving the City of Cartersville and Bartow County's transportation systems.

This 5th day of April 2018.

MATT SANTINI
Mayor, City of Cartersville, Georgia

Item # 1

EXHIBIT "A"

PLAT AND LEGAL DESCRIPTION OF THE FEE SIMPLE ACQUISITION

Item # 1

EXHIBIT "B"

PLAT AND LEGAL DESCRIPTION OF THE EASEMENT ACQUISITION

Item # 1

EXHIBIT “C”

RESOLUTION OF THE CITY OF CARTERSVILLE, GEORGIA

Item # 1

EXHIBIT "D"
APPRAISER'S AFFIDAVIT

Item # 1

Revised July 7, 2017

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP018-9030-30(015)
PID - T006575

BARTOW COUNTY

****LIMITED PARTICIPATION****

STATE OF GEORGIA

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

FULTON COUNTY

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

WITNESSETH:

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

RSA IMPROVEMENTS PHASE 1, CONSTRUCTION OF DRAINAGE SYSTEM AND LAND ACQUISITION/CONDEMNATION AT THE CARTERSVILLE AIRPORT IN CARTERSVILLE, GA

DRAFT

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

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T006575/AP018-9030-30(015), BARTOW, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated July 21, 2014.

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

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

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

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

The total estimated cost of the Project is ONE MILLION SIXTY-SIX THOUSAND THREE HUNDRED SIXTY-ONE and 24/100 Dollars (\$1,066,361.24). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of FIFTY-THREE THOUSAND THREE HUNDRED EIGHTEEN and 00/100 Dollars (\$53,318.00) and federal funds in the amount of NINE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED TWENTY-FIVE and 00/100 Dollars (\$959,725.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is ONE MILLION THIRTEEN THOUSAND FORTY-THREE and 00/100 Dollars (\$1,013,043.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its 95% share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the SPONSOR'S local share of the project is in the amount of FIFTY-THREE THOUSAND THREE HUNDRED EIGHTEEN and 24/100 Dollars (\$53,318.24).

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

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

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

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

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

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. All construction on this project shall be in accordance and compliance with the 2013 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated July 21, 2014, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

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

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

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

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

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

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until APRIL 30, 2020, whichever comes first.

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

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

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

(15) Pursuant to O.C.G.A. Sec. 56-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

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

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

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

DEPARTMENT OF TRANSPORTATION BY:

CITY OF CARTERSVILLE

DATE: _____

Commissioner (SEAL)

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

This contract approved by

CITY OF CARTERSVILLE

at a meeting held at:

DRAFT
DATE _____

Clerk (SEAL)

Federal ID/IRS #

Item # 1

T # wptl

CARTERSVILLE AIRPORT
Cartersville, GA

DRAFT

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP018-9030-30(015) Bartow

PID: T006575

RSA IMPROVEMENTS PHASE II: CONSTRUCT STORM DRAINAGE SYSTEM & LAND ACQUISITION/CONDEMNATION

ITEM	Spec	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
Storm Drainage System Construction										
1	GDOT 151	Mobilization	LS	1	\$ 55,495.94	\$ 55,495.94	\$ 49,946.35	90%	\$ 2,774.80	5.0%
2	GDOT 167	Water Quality Monitoring, Sampling, and Reporting	EA	2	\$ 295.00	\$ 590.00	\$ 531.00	90%	\$ 29.50	5.0%
3	GDOT 167	Water Quality Inspections	MO	3	\$ 413.00	\$ 1,239.00	\$ 1,115.10	90%	\$ 61.95	5.0%
4	GDOT 171	Orange Construction Fence	LF	200	\$ 1.16	\$ 232.00	\$ 208.80	90%	\$ 11.60	5.0%
5	P-151-4.1	Clearing and Grubbing	AC	2	\$ 8,850.00	\$ 17,700.00	\$ 15,930.00	90%	\$ 885.00	5.0%
6	P-156-5.1a	Temporary Seeding Complete	AC	2	\$ 1,285.02	\$ 2,570.04	\$ 2,313.04	90%	\$ 128.50	5.0%
7	P-156-5.1b	Hay Bale Check Dam, Including Installation, maintenance, & removal	LF	70	\$ 5.90	\$ 413.00	\$ 371.70	90%	\$ 20.65	5.0%
8	P-156-5.1c	Stone Check Dam, including installation, maintenance, & removal	EA	1	\$ 574.25	\$ 574.25	\$ 516.83	90%	\$ 28.71	5.0%
9	P-156-5.1d	Construction Entrance/Exit, including installation, maintenance, & removal	EA	1	\$ 1,394.88	\$ 1,394.88	\$ 1,255.39	90%	\$ 69.74	5.0%
10	P-156-5.1e	Silt Fence (Type C), Sensitive Area, including installation, maintenance, & removal	LF	4000	\$ 4.74	\$ 18,960.00	\$ 17,064.00	90%	\$ 948.00	5.0%
11	GDOT 500	Concrete, Class A	CY	6	\$ 1,475.00	\$ 8,859.25	\$ 7,738.82	90%	\$ 429.96	5.0%
12	GDOT 511	Reinforcing Steel	LB	428	\$ 4.72	\$ 2,020.16	\$ 1,818.14	90%	\$ 101.01	5.0%
13	GDOT 603	Rip Rap, Type 3 (18in)	SY	535	\$ 36.53	\$ 19,543.55	\$ 17,589.20	90%	\$ 977.18	5.0%
14	GDOT 615	Jack and Bore 72" Steel Pipe, 0.5" W.T., Under Existing 48" waterline	LF	50	\$ 1,135.64	\$ 56,782.00	\$ 51,103.80	90%	\$ 2,839.10	5.0%
15	D-701-5.1	Reinforced Concrete Pipe, 54" dia., Class V	LF	808	\$ 406.01	\$ 328,056.08	\$ 295,250.47	90%	\$ 16,402.80	5.0%
16	D-751-5.1	Pre-Cast Reinforced Concrete Manhole, 72-inch dia., including Frame and Solid Lid	EA	3	\$ 6,547.03	\$ 19,641.09	\$ 17,676.38	90%	\$ 982.05	5.0%
17	T-901-5.1	Permanent Seeding Complete	AC	2	\$ 1,534.00	\$ 3,068.00	\$ 2,761.20	90%	\$ 253.40	5.0%
18	FAA	Construction Administration	EA	31930.00	\$ 1.00	\$ 31,930.00	\$ 28,737.00	90%	\$ 1,596.50	5.0%
19	FAA	Construction Inspection/Testing	EA	36889.00	\$ 1.00	\$ 36,889.00	\$ 33,209.19	90%	\$ 1,844.54	5.0%
20	FAA	ALP Update	EA	137853.00	\$ 1.00	\$ 137,853.00	\$ 124,067.70	90%	\$ 6,892.65	5.0%
Total Storm Drainage System Construction						\$743,561.24	\$669,205.00		\$37,178.00	
Land Acquisition/Condemnation										
21	FAA	Land Acquisition (Deillingier Parcel) Total Appraised value \$639,800, \$316,800 covered in AP017-9030-29	EA	322800.00	\$ 1.00	\$ 322,800.00	\$ 290,520.00	90%	\$ 16,140.00	5.0%
Total Land Acquisition/Condemnation						\$322,800.00	\$290,520.00		\$16,140.00	
TOTAL PROJECT COST						\$1,066,361.24	\$959,725.00		\$53,318.00	

FAA Federal Grant and FAIR #	Federal Award Date	Amount	Fund Source
3-13-SBGP-017-2015	9/17/2015	\$959,725.00	22136
State FY18		\$53,318.00	01181
Total Maximum Obligation of State and Federal Funds this Contract:		\$1,013,043.00	

CFDA: 20.106 - DUNS - 809006760

Indirect Cost Rate - N/A - Research and Development Contract - No

Exhibit A

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

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

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

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

Date

Signature

Item # 1

EXHIBIT B

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Cartersville
Solicitation/Contract No./ Call No.	T006575/AP018-9030-30(015) Bartow
or Project Description:	RSA Improvements Phase II: Construct Storm Drainage System and Land Acquisition/Condemnation at the Cartersville Airport in Cartersville, GA

CONTRACTOR AFFIDAVIT

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

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

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

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

 Printed Name (of Authorized Officer or Agent of Contractor)

 Title (of Authorized Officer or Agent of Contractor)

 Signature (of Authorized Officer or Agent)

 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

 Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Department of Transportation
State of Georgia

MARCH 8, 2018

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T006575/AP018-9030-30(015) BARTOW
RSA IMPROVEMENTS PHASE II: CONSTRUCT STORM DRAINAGE SYSTEM AND LAND
ACQUISITION/CONDEMNATION AT THE CARTERSVILLE AIRPORT IN CARTERSVILLE, GA

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

DRAFT

Item # 1

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

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

Item # 1

DRAFT

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

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

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

Item # 1

DRAFT

2. Declaration of Taking

Frank Beecham recommended approval of the Declaration of Taking.

Motion to approve the declaration taking was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

**IN THE SUPERIOR COURT OF BARTOW COUNTY
STATE OF GEORGIA**

CITY OF CARTERSVILLE, GEORGIA

Plaintiff/Condemnor,

v.

**NINE AND TWO HUNDRED SIXTY-FIVE
THOUSANDTHS (9.265) ACRES OF LAND;
CERTAIN ONE AND SEVEN HUNDRED
SEVENTY-THREE THOUSANDTHS (1.773)
ACRES EASEMENT AND RIGHTS;
DELLINGER HOLDING, LP;
STEVE STEWART, Tax Commissioner of
Bartow County, Georgia; FREDDY
WEHUNT, Chairman of the Board of Tax
Assessors, Bartow County, Georgia; and ANY
AND ALL PERSONS having or claiming any
right or interest in and to said described lands,**

Defendants/Condemnees.

CIVIL ACTION NO. _____

In Rem Condemnation Proceedings

(Declaration of Taking)

DECLARATION OF TAKING

WHEREAS, pursuant to O.C.G.A. § 32-3-6, the Property (more particularly described and depicted on Exhibit "A" and Exhibit "B") is being taken for the use of the City of Cartersville, Georgia, subject to the Order of this Court provided for in O.C.G.A. § 32-3-12, said Order having been filed contemporaneously in this matter (the "Order"); and

WHEREAS, pursuant to O.C.G.A. § 32-3-6 the Mayor and City Council of the City of Cartersville, Georgia has passed a Resolution dated April 5, 2018, a certified copy of which is attached attached to this Declaration as Exhibit "C", and made a part hereof, finding that it is necessary to acquire acquire the Property for the public purpose of enlarging and/or improving the runway for the Cartersville-Bartow County Airport, a public transportation facility; as fully described in said Order; and

WHEREAS, the Mayor and City Council of Cartersville, Georgia has caused an investigation and report to be made by a competent land appraiser, to estimate the just and adequate compensation for the Property; a copy of the appraiser's sworn statement is attached hereto as Exhibit "D" and made part hereof ("Appraiser's Statement"); and

WHEREAS, in reliance on that Appraiser's Statement, the Mayor and Council of the City of Cartersville, Georgia estimates \$639,000 as the just and adequate compensation to be paid for the Property, and has deposited that sum in this Court, for the use of the persons entitled thereto;

NOW, THEREFORE, the Mayor and Council of Cartersville, Georgia, under authority of O.C.G.A. § 32-3-1 *et. seq.*, hereby declares that the Property is taken for enlarging and/or improving the runway for the Cartersville-Bartow County Airport, for the purpose of improving the City of Cartersville and Bartow County's transportation systems.

This 5th day of April 2018.



MATT SANTINI
Mayor, City of Cartersville, Georgia

Item # 1

EXHIBIT "A"

PLAT AND LEGAL DESCRIPTION OF THE FEE SIMPLE ACQUISITION

Item # 1

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 998, 4TH DISTRICT, 3RD SECTION, CITY CARTERSVILLE, BARTOW COUNTY, GEORGIA, AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND (#5 REBAR) 1.0 FEET TO THE NORTH OF THE INTERSECTION OF LAND LOTS 997, 998, 1019 & 1020; THENCE NORTH 89°12'00" EAST 68.67 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; NORTH 89°12'00" WEST, 982.02 FEET AN IRON PIN PLACED (#4 REBAR) ON THE EASTERN RIGHT-OF-WAY OF STATE ROUTE 61 A.K.A. DALLAS HIGHWAY (100' PUBLIC RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY NORTH 02°55'28" EAST, 347.49 FEET TO AN IRON PIN PLACED (#4 REBAR) ON THE SOUTHERLY INTERSECTION OF OLD ALABAMA ROAD (VARIABLE PUBLIC RIGHT-OF-WAY) AND STATE ROUTE 61 A.K.A. DALLAS HIGHWAY (100' PUBLIC RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD THE FOLLOWING BEARINGS AND DISTANCES; NORTH 49°07'36" EAST, 73.38 FEET TO AN IRON PIN PLACED (#4 REBAR); SOUTH 80°00'00" EAST, 2.16 FEET TO A POINT; THENCE IN AN EASTERLY DIRECTION WITH NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1300.00 FEET, HAVING A CHORD BEARING OF NORTH 81°51'19" EAST AND A CHORD DISTANCE OF 809.69 FEET AND AN ARC LENGTH OF 823.38 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE NORTH 63°42'38" EAST, 73.98 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 03°59'07" EAST, 557.22 FEET TO AN IRON PIN PLACED (#4 REBAR) AND THE TRUE POINT OF BEGINNING; SAID TRACT OR PARCEL OF LAND CONTAINS 9.265 ACRES MORE OR LESS SHOWN ON SURVEY PREPARED BY SOUTHLAND ENGINEERING.

EXHIBIT "B"

PLAT AND LEGAL DESCRIPTION OF THE EASEMENT ACQUISITION

Item # 1

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOTS 997 & 998, 4TH DISTRICT, 3RD SECTION, CITY CARTERSVILLE, BARTOW COUNTY, GEORGIA, AND BEING MORE PARTICULARY DESCRIPED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND (#5 REBAR) 1.0 FEET TO THE NORTH OF THE INTERSECTION OF LAND LOTS 997, 998, 1019 & 1020; THENCE SOUTH 89°18'25" EAST 615.06 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE NORTH 53°43'28" WEST, 930.39 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD (VARIABLE PUBLIC RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY NORTH 63°42'38" EAST, 90.14 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 53°43'28" EAST, 1,000.67 FEET TO A POINT; THENCE NORTH 89°18'25" WEST, 137.49 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; SAID TRACT OR PARCEL OF LAND CONTAINS 1.773 ACRES MORE OR LESS SHOWN ON SURVEY PREPARED BY SOUTHLAND ENGINEERING.

Item # 1

EXHIBIT "C"

RESOLUTION OF THE CITY OF CARTERSVILLE, GEORGIA

Item # 1

EXHIBIT "D"
APPRAISER'S AFFIDAVIT

Item # 1



(U.S. Department of Transportation)
Federal Aviation Administration

CERTIFICATE OF APPRAISER

Airport Cartersville Airport	Project Number NA	Parcel No. NA
	Project Location Bartow County, Georgia	

I hereby certify:

August 2, 2017

That on _____ (date) (s), I personally made a field inspection of the property herein appraised and that I have afforded the property owner the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal or in the data book or report that supplements the appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal attached hereto are true and the information contained therein upon which the opinion of value expressed below is based is correct, subject to the limiting conditions set forth in the appraisal.

That I understand this market value appraisal is to be used in connection with the acquisition of land for an airport project by City of Cartersville with the assistance of FAA funds or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of land for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within reasonable control of the owner, has been disregarded in determining the compensation for the property.

That neither my employment nor my compensation for making this appraisal are in any way contingent upon the values reported herein.

That I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said Airport or officials of the Federal Aviation Administration and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the conclusion set forth in this appraisal is my independent opinion of the value of the property as of the 2nd day of August 2017, and that such conclusion was reached without collaboration or direction as to value.

It is my opinion that the fair market value of the above captioned real property is as follows:

Value before acquisition	\$ 710,900
Value after acquisition	\$ 711,900
Value difference	\$ 639,000

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easement in favor of Not applicable

The opinion of value expressed above is the result of and is subject to the data and conditions described in detail in this report of 41 pages plus Exhibits.

Date of contract June 9, 2017

Typed name Jeffrey T. O'Dell, MAI

Signature [Signature]

Date August 16, 2017

Note. - Other statements, required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal, may be inserted where appropriate.

3. Contract with the Georgia Department of Transportation (GDOT)

Mr. Lovell returned to the Council Chambers.

Mr. Porta came forward and stated they recommended the GDOT contract pending approval of the City Manager and City Attorney. Contract includes information in regards to the stormwater drainage easement. The state has approved the appraised value and Mr. Porta recommended its approval pending review from the City Manager and City Attorney.

Motion approve the GDOT contract was made by Council Member Stepp and seconded by Council Member Roth.

Mayor Santini asked if there was anyone in the audience present who would like to come before Council tonight, and if so to please come forward.

Augustus King, of Cartersville, GA came forward to express his concern for the amount of traffic on his road. Mr. Kind stated the traffic is dangerous between South Avenue and Bartow Street.

With no further business to come before Council a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote: 6-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Item # 1



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
April 7, 2016 Correction

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	After reviewing the April 7, 2016 minutes it was discovered ZMA16-01, the updated zoning map approval, was missing, and we would like the corrected attached minutes to serve as the official minutes from that date. The YouTube video from the April 7, 2016 Council meeting was reviewed and used for the minutes correction.
City Manager's Remarks:	City Council approval of the changed outlined above is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
April 7, 2016
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Hodge

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Louis Tonsmeire, Sr., Council Member Ward Three; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Catheryn Hembree, Deputy City Clerk; and David Archer, City Attorney.

Absent: Jayce Stepp, Council Member Ward Two; and Lindsey McDaniel Council Member Ward Four.

II. Regular Agenda

A. Council Meeting Minutes

1. March 17, 2016

A motion to approve the March 17, 2016 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Hidge. Motion carried unanimously. Vote 4-0

B. Second Reading of Ordinances

1. Amendment to Public Safety – Indoor Firing Range

Randy Mannino, Planning and Development Director stated that this ordinance allows the discharge of firearms in the City Jurisdiction as long as it is in the confines of an approved firing range. Mr. Mannino stated that there have been no additions or corrections since the first reading and recommended approval.

A motion to approve the Amendment to the Public Safety Ordinance was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 07-16

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 11. MISCELLANEOUS PROVISIONS AND OFFENSES, ARTICLE IV. OFFENSES INVOLVING PUBLIC SAFETY. SEC. 11-143. DISCHARGING FIREARMS IN CITY** is hereby amended by adding a new paragraph (c) as follows:

1.

- (c) Discharging firearms is allowed at an Indoor Firing Range where firearm discharges are totally confined, including sound emissions.**

2.

All other provisions of Section 11-143 are to be unaltered and shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

Attachment number 1 \nPage 2

First Reading this the 18th day of March 2016.

ADOPTED this the 7th day of April 2016. Second Reading.

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

ATTEST:

/s/ Catheryn Hembree
Catheryn Hembree
Deputy City Clerk

2. Amendment to Business License – Indoor Firing Range

Randy Mannino, Planning and Development Director stated that this ordinance amendment provides for standards of the establishment and operation of a firing range in the City. Mr. Mannino stated that there have been no additions or corrections since the first reading and recommended approval.

A motion to approve the Amendment to the Business License Ordinance was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 08-16

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia CHAPTER 10. MISCELLANEOUS BUSINESS REGULATIONS is hereby amended by adding a new Article XV. Indoor Shooting Ranges as follows:

1.

ARTICLE XV - INDOOR SHOOTING RANGES

Sec. 10-546. - Indoor shooting ranges permitted.

Indoor shooting ranges (hereinafter referred to as "ranges") are hereby allowed in the City of Cartersville, Georgia, subject to the terms, conditions and regulations set out and specified in this section. The term "range" is defined as a room, place or enclosure wherein the firing of firearms is permitted to practice marksmanship.

Sec. 10-547. - License required.

It shall be unlawful for any person, association, partnership or corporation to operate a Range within the City of Cartersville without a license to do so. The annual fee shall be as required in Section 10-174 and 17-81.

Sec. 10-548. - Licensee qualifications.

(a) No license to operate a range shall be granted to any person who, has ever been convicted of a felony or has within five (5) years prior to the filing of the application for such license, has been convicted under any federal, state or local law of any offense involving the possession or use of firearms, any misdemeanor involving moral turpitude, or of any felony. For the purposes of this section, a plea of nolo contendere shall constitute a conviction.

Attachment number 1 \nPage 3

(b) No license for operation of a range shall be granted to any person who has had any city license revoked within two (2) years prior to the filing of the application.

Sec. 12-549. - License application.

(a) Every applicant for a license shall make written application to the Planning and Development Department on forms prescribed by the Planning and Development Department. All applications shall be accompanied by a certified check/cash for the full amount of the license fee, together with a separate check or cash in the amount of one hundred dollars (\$100.00) to defray investigative and administrative costs.

(c) Every application for a license shall be accompanied by one (1) or more fully completed background questionnaires on forms prescribed by the Planning and Development Department. The background questionnaire shall be completed by the owner and primary operator of the range. If the owner is a corporation or partnership, each officer and director of the corporation and each general partner of the partnership shall provide a background questionnaire.

(d) The Planning and Development Director or his/her designee shall review the application and shall send a copy to all affected departments of city government to determine compliance with city regulations and laws, and to the police department to investigate the character and reputation of the applicant and other parties required to submit background questionnaires.

Sec. 10-550. - General regulations for ranges.

(a) Buildings containing ranges shall have walls, ceilings and floors that are either impenetrable to the bullets of the firearms being used within it, or have internal baffling built so that the bullets cannot hit the walls or ceilings. Provisions shall also be made to stop glancing bullets or particles of bullets at the sides of the target area. Specifications must be included with the application.

(b) A system of ventilation shall be installed within the range in accordance with the standards and requirements of the Environmental Protection Agency (the "EPA").

(c) The range shall be so constructed and insulated that the discharge of firearms within it shall not disturb persons outside the premises. The discharge of firearms shall be deemed to constitute a disturbance if the noise level exceeds sixty-five decibels (65dBA) at a distance of fifty (50) feet or more from the building containing the range. Sound measurements shall be made with a sound level meter.

(d) Hearing protection which fully cover the shooters' ears will be provided by the range and made available for all shooters or other persons in the firing area.

(e) There shall be one (1) instructor for each six (6) firing points in use. All instructors will be required to be certified by the National Rifle Association or similar

organization satisfactory to the city. The owner of the range shall require personnel, instructors and attendants to be at least eighteen (18) years of age.

(f) No person under the age of eighteen (18) years shall be permitted to enter a range unless accompanied by an adult.

(g) No weapons other than handguns with a rating equal to or less than ATI Class 1 500 Mag or e rifles with a rating equal to or less than ATI Class 2 300 Win Mag shall be allowed on the premises. All weapons brought into the range shall be in a case designed for the weapons so that no part of the weapon will be visible. Certified law enforcement officers are exempt from the provisions of this article.

Attachment number 1 \nPage 4

(h) Loaded weapons shall only be allowed in the firing area of the range and shall not be permitted in any other place inside the building or premises or within the property boundaries outside the building; except as otherwise provided for by Georgia Law..

(i) Not more than one (1) person shall shoot from a firing point at one (1) time. All of the persons except instructors must stand behind the firing point. No person shall be allowed in front of a firing point at any time during operating hours except instructors and/or employees and law enforcement officers.

(j) An emergency system shall be installed within each range, capable of alerting the people on the range to stop firing immediately.

(k) It shall be unlawful for any person operating a range to permit any person or persons to bring any alcoholic beverages on the premises of any range, or to permit the consumption of alcoholic beverages on the premises or to permit alcoholic beverages to be left at any place on the premises. It shall also be unlawful for any person operating a range to permit any intoxicated person to be or remain in the premises of a range.

(l) It shall be unlawful for any person operating a range to permit any form of gambling or wagering.

(m) It shall be the responsibility of the licensee or instructor to brief patrons concerning the rules and regulations in the range before they are permitted to use the firing range. The licensee shall keep posted in a conspicuous place inside the building and outside the building a sign stating the rules and regulations of the range.

(n) All ranges shall be subject to all requirements of the Occupational Safety and Health Act, and the National Institute for Occupational Safety and Health.

(o) The above rules are required to be posted in an area open and visible to the public.

Sec. 12-551. - Location; hours of operation.

(a) No range shall be located within two- hundred (200) feet of any parcel of land which is zoned for residential uses or purposes. No range shall be located within any zoning category other than (G-C) General Commercial or Light Industrial (L-I) as defined in the City of Cartersville Zoning Ordinance.. The measurement of distances for the purposes of this section shall be from property line to property line along the shortest possible straight line distance, regardless of any customary or common route or path of travel, i.e. "as the crow flies".

(b) No range shall be open for business between the hours of 12:00 midnight and 6:00 a.m.

Sec. 12-552. - Suspension or revocation of license.

The Planning and Development Director may suspend or revoke the license of any licensee found to have violated any provision of this section. However, no license shall be

suspended or revoked without the opportunity for a hearing before the city council. Any licensee desiring a hearing shall, within fifteen (15) days of being notified of an ordinance violation, file a written petition for a hearing in the office of Planning and Development. A hearing shall be conducted by the city council within thirty (30) days of the filing of the petition, unless a continuation of such date is agreed to by the licensee and the City Manager. The licensee shall have the right to be represented by an attorney at the hearing, at the expense of the licensee. The findings of the city council shall be forwarded to the Planning and Development Director after the conclusion of the hearing and it shall be the duty of the Planning and Development Director to notify the licensee of the action of the city council. The findings of the city council shall be final. The findings of the city council may be appealed to the Superior Court of the county within thirty (30) days of the date of the findings; provided, however, that the findings shall not be set aside unless found to be contrary to law or ordinance, or unsupported by any evidence on the record as a whole. For the purposes of this section, notice shall be deemed delivered when personally served or, when served by mail, within three (3) days after the date of deposit in the United States Mail. An appeal stays the Order of the Planning and Development Director or City Council.

Attachment number 1 \nPage 5

Sec. 12-553. - Criminal penalties.

(a) Any person, firm or corporation operating a range within the municipality without having obtained a license as provided for in this section, shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not more than one thousand dollars (\$1,000.00); and each day the range is operated without a license shall be a separate offense.

(b) Any licensee who violates any provision of this section shall be guilty of a misdemeanor and upon conviction shall be fined in an amount not more than one thousand dollars (\$1,000.00); and each violation thereof shall constitute a separate offense and shall be punishable as such.

Sec. 12-554. - Unlawful operation declared nuisance.

Any range operated, conducted or maintained contrary to the provisions of this article shall be and the same is hereby declared to be unlawful and a public nuisance. The city may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings for abatement, removal or enjoyment thereof, in the manner provided by law.

Sec. 12-555. - Liability insurance

(a) The owner of the range, whether individual, or corporate or other business entity, shall carry liability insurance protecting the general public and users of the range against any injury resulted from the discharge of firearms in the range in the amount of not less than five hundred thousand dollars (\$500,000.00) bodily injury and one hundred thousand dollars (\$100,000.00) property damage.

Sec. 12-556. - Miscellaneous.

(a) The provisions of this article regulating the operation of ranges are declared to be the minimum standards for the operation of a range. The operator of a range shall also be required to comply with any applicable county, state or federal regulations. Nothing in this article shall be deemed to permit or condone any activity which is otherwise declared to be unlawful by any applicable county, state or federal regulation.

(b) The provisions of this article are severable, and if any provision or section is determined to be invalid by a court of competent jurisdiction, the remaining provisions of this article shall remain in full force and effect.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of March 2016.

ADOPTED this the 7th day of April 2016. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

Attachment number 1 \nPage 6

ATTEST:

/s/ Catheryn Hembree

Catheryn Hembree

Deputy City Clerk

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

1. File T16-01: Text amendment application by the City of Cartersville to allow Indoor Firing Ranges in certain districts as, and Special Use standards for Indoor Firing Ranges

Randy Mannino, Planning and Development Director stated that this Zoning and Annexation request had no conflicts with the other City Departments and all adjacent property owners have been notified and the required legal notices have been advertised. The City ordinances currently do not allow for the discharge of firearms in the City and this ordinance includes indoor firing range facilities. There have been discussions about the possibility of modifying the general ordinance to allow for Indoor Firing Ranges. If said general ordinance is changed, the City's zoning ordinance would also have to be modified to provide for zoning districts where this use would be appropriate. Mr. Mannino stated that there two districts being considered and they are G-C (General Commercial) and L-I (Light Industrial). These districts were chosen because of other indoor recreation and training type facilities that are already allowed in these districts. Mr. Mannino stated that there have been no additions or corrections since the first reading and the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing.

A motion to approve Text Amendment 16-01 was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 09-16

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia CHAPTER 26. ZONING. ARTICLE X. INDUSTRIAL DISTRICT REGULATIONS. Section 10-1 – L-I. Light Industrial District. Subsection 10.1.2. Use Regulations. A. Permitted Uses is hereby amended by adding the following permitted use to said subsection as follows:

1.

Indoor Firing Range

2.

All other provisions of Section 10.1.2 - L-I are to be unaltered and shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

Attachment number 1 \nPage 7

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of March 2016.

ADOPTED this the 7th day of April 2016. Second Reading.

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

ATTEST:

**/s/ Catheryn Hembree
Catheryn Hembree
Deputy City Clerk**

2. File SU16-02: Special Use application by Douglas Street United Methodist Church for the addition of a Portable Classroom to be placed on the church property located at 219 Douglas Street. The manufactured building will be used for classrooms. Said property contains approximately 2.8 acres.

Randy Mannino, Direct of Planning and Development, stated that this Zoning and Annexation request had no conflicts with the other City Departments and all adjacent property owners have been notified and the required legal notices have been advertised. The Douglas Street United Methodist Church has been operating at the current location for many years. Current ordinance guidelines require a Special Use be granted for the establishment of a religious institution in the majority of the zoning districts. However, the applicant is in the process of bringing in a modular classroom which is considered an expansion. The Special Use approval does bring the zoning into compliance, and allow for the expansion of the use. The applicant would still be required to comply with applicable building and fire code requirements of the new structure after approval. Mr. Mannino stated that there have been no additions or corrections since the first reading the Planning Commission has recommended approval, subject to the portable classroom being approved for seven (7) years. At said time owner should either be ready to build a permanent structure, or come back through the process to seek a time extension.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing

A motion to approve the Special Use Application 16-02 with the conditions recommended by the Planning Commission was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 10-16

Petition No. SU16-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Douglas Street United Methodist Church. Property is located at 219 Douglas Street. Said property contains 2.8 acres located in the 4th District, 3rd Section, Land Lot(s) 383 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from MU (Multiple Use) to MU (Multiple Use) with the following special use. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

1. **Add portable classroom to site subject to the portable classroom being approved for seven (7) years. At said time owner should either be ready to build a permanent structure, or come back through the process to seek a time extension.**

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BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of March 2016.

ADOPTED this the 7th day of April 2016. Second Reading.

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

ATTEST:

/s/ Catheryn Hembree
Catheryn Hembree
Deputy City Clerk

3. **File ZMA 16-01: Zoning Map amendment by the City of Cartersville to include previous years zonings and annexations on the official map.**

Mr. Mannino stated this is the annual re adoption of the official zoning map of the City of Cartersville. It includes the previous year zoning actions approved by City Council as well as the previous year's annexations. Additionally, it includes the County owned site of the Clarence Brown Conference Center that has been previously annexed and zoned into the City. It was formerly shown as P-I, Public institutional on the zoning map. Based on discussions with County and City officials, the more appropriate G-C, General commercial, zoning will better fit the purpose of the conference center and ancillary uses. Planning Commission recommended approval.

Mayor Santini opened the floor for a public hearing to anyone wishing to speak for or against ZMA16-01 and with no one present the public hearing was closed.

Motion to approve ZMA16-01 zoning map was made by Council Member and seconded by Council Member. Motion carried unanimously. Vote: 4-0.

D. Resolutions

1. **Proposed Festival Zones**

Lillie Reed, DDA Manager, stated that the DDA is in the midst of planning a new Art Market event to be held on May 21, in conjunction with the Booth Artists Guild and the Booth Photographers Guild. Beer and wine sales will be provided by Main Street Coastal Cuisine. Mrs. Reed stated that the DDA has also started planning for the 4th annual Bluegrass and Folk Festival to be held on October 29 and the alcohol will be supplied by a local vendor to be determined. Mrs. Reed recommended approval of the proposed festival zones for both events.

A motion to approve the two proposed festival zones was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Resolution No. 07-16

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

Downtown Cartersville Art Market	May 21, 2016
Cartersville Bluegrass & Folk Festival	October 29, 2016

WHEREAS, the DDA Board recommends that for the ART MARKET half of the Public Square parking lot as well as Friendship Plaza be designated a controlled Festival Zone; and

Attachment number 1 \nPage 9

WHEREAS, the DDA Board recommends that for the BLUEGRASS FESTIVAL an area from Main Street to Church Street and from the railroad tracks to Erwin Street be designed a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board and staff have completed crowd management training and will, in conjunction with event security, ensure the safety of all guests, and keep those with alcoholic beverages inside the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Downtown Cartersville Art Market and the Cartersville Bluegrass & Folk Festival, as planned and implemented by the DDA, and approval by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 7th day of April 2016.

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

ATTEST:

**/s/ Catheryn Hembree
Catheryn Hembree
Deputy City Clerk**

E. Bid Award

1. Douthit Ferry Project Framework Agreement

Tommy Sanders, Public Works Director, stated that this Project Framework Agreement (PFA) is to update the existing PFA for the Douthit Ferry Road Widening Project. All terms and conditions are the same with exception of an addition of \$609,497.21 available for engineering activities going forward. Mr. Sanders stated that unfortunately, the additional funds are not allowed for work already completed, but according to our GDOT Project Manager they can be used to reimburse the City for future PE work, which includes engineering and environmental. Mr. Sanders recommended approval.

A motion to approve the project framework agreement was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

2. Summit Ridge Drive Agreement

Tommy Sanders, Public Works Director, stated that Echeler Golf Management, the

owner of Woodland Hills Golf Course, has approached the City about accepting dedication of a portion of Summit Ridge Drive that is privately owned. The benefit to the City would be a second entrance to the Carter Grove Development. Under current status, Summit Ridge Drive could be permanently closed to traffic. By this agreement, Echeler will place \$45,000 in escrow for improvements to bring the roadway up to an acceptable level of maintenance and the City agrees to pay up to \$9,000 towards this work. Mr. Sanders recommended approval.

A motion to approve the Agreement with Echeler Golf Mangement was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

3. PSC Consent Agreement

Attachment number 1 \nPage 10

Gary Riggs, Gas Superintendent, stated that this agreement is in regard to the incident of September 30, 2015, where one of the gas system employees was burned. Mr. Riggs recommended approval.

A motion to approve The PSC Consent Agreement was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

F. Bid Award/Purchases

1. Steel Pipe Squeeze Tool

Gary Riggs, Gas Superintendent, stated that bids had been requested to replace the old steel pipe squeeze tool. Mr. Riggs recommended approval of the low bid from Georgia Underground in the amount of \$5,680.35.

A motion to approve the purchase of a steel pipe squeeze tool was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

2. Cartersville Civic Center Door and Frame Replacement

Greg Anderson, Director of Parks and Recreation, stated that staff had requested bids to replace three (3) exterior doors at the Civic Center and only one was returned. Mr. Anderson recommended approval to Earl Hightower Construction in the amount of \$7,200.

A motion to approve the low bid from Earl Hightower Construction was made by Council Member Tonsmeire and seconded by Council Member Diane. Motion carried unanimously. Vote 4-0

3. Dellinger Pool Covered Pavilion

Greg Anderson, Director of Parks and Recreation, stated that bids were requested for the construction of a covered pavilion for the Dellinger Pool. Two bids were returned and Mr. Anderson recommended the low bid from WBH Contracting, Inc. in the amount of \$43,700.

A motion to approve the low bid from WBH Contracting was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

4. Bid #16-001 Athletic Field Fencing

Greg Anderson, Director of Parks and Recreation, stated that bids were requested for Athletic Field Fencing for Dellinger Park. Mr. Anderson recommended the best bid from Cartersville Fence in the amount of \$265,675.00 and add the amount of \$270,412.71 for commercial fused/bonded color-coated fencing and knee-walls for softball backstops.

A motion to approve the big from Cartersville Fence was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

5. Electric Department 150 kVA Transformer Purchase

Derrick Hampton, Assistant Director of the Electric Department, stated that bids were requested for a 150kVA transformer to replace the one used at the Water Department Lift Station on Main Street. Mr. Hampton recommended the low bid from General Electric for a total unit price of \$5,938.

Council chose to vote on items 5 and 6 in one motion.

6. Electric Department 300kVA Transformer Purchase

Derrick Hampton, Assistant Director of the Electric Department, stated that bids were requested for a 300 kVA pad mounted transformer to replace the one used at Shottenkirk Honda. Mr. Hampton recommended approval of the low bid from General Electric for the total unit price of \$7,276.

A motion to approve the purchase to one 150kVA transformer and one 300 kVA transformer was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

7. Water Pollution Control Plant Forklift

Bob Jones, Superintendent of the Water Department, stated that bids were requested for a 3000lb. forklift with side shift to replace the current 1971 forklift at the Water Pollution Control Plant. Mr. Jones recommended the low bid of \$18,900 from the Bailey Company.

A motion to approve the purchase of a new fork lift was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

G. Change Order

1. Hwy 41/411 Utility Relocation Project – Change Order #1

Bob Jones, Superintendent of the Water Department, stated that on August 21, 2014 council approved the Hwy 41/411 Utility Relocation Project. During the month of February, DOT began filling the area where this relocation took place with dirt to prepare for a temporary lane/bridge to carry traffic during construction. The amount of fill exceeds that of the original design and places our 36 inch water main at risk of structural failure due to the weight of the overburden. Mr. Jones stated that a protective concrete slab was designed to bridge the load over the pipe and must be constructed to protect this section of main. Unity Construction has provided a cost of \$329,473.19 to construct a 325 foot long 27 inch thick slab over the main and will be able to start construction of April 11, 2016. Mr. Jones recommended approval of this bid not to exceed \$400,000.00.

A motion to approve the change order and for it to not exceed \$400,000.00 was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

H. Other

1. In-line Pressure Reducer Installation at Training Center

Tim McClung, Battalion Chief, stated that the water pressure at the training center is excessive and in need of a pressure reducer. Bartow County Water has agreed to do the project at no labor cost and the total cost for all parts and equipment needed to complete the project is \$10,400. This cost will be shared jointly by both the City and County Fire Departments and recommended approval for this project in the amount of \$5,200.

A motion to approve the pressure reducer project was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

I. Added Item

A motion to add an item was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Greg Anderson, Director of Parks and Recreation, states that he would like to sell the surplus fencing that has been taken down from the ball fields on GovDeals.com.

A motion approve the sale of excess fencing on GovDeals.com was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

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

Attachment number 1 \nPage 12

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Catheryn Hembree
Deputy City Clerk



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Cartersville Building Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	The terms of Cartersville Building Authority members Sam Grove and Jerry Milam will expire on May 15, 2018. Both have agreed to continue to serve if reappointed. Their new terms would expire May 15, 2022.
City Manager's Remarks:	The reappointment of Jerry Milam and Sam Grove to the Cartersville Building Authority for terms that expire May 15, 2022 is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
4/19/2018 7:00:00 PM
Water & Sewer Master Bond Ordinance**

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	As part of the proposed issuance of new Water & Sewer Revenue Bonds, a Master Bond Ordinance needs to be adopted. For prior Water & Sewer Revenue Bonds, the city has used the original Master Bond Ordinance that was issued in November 1984. By approval of this ordinance, the City Council will be granting city staff approval to move forward on this bond issue to fund the proposed Water & Sewer Department projects. Staff recommends approval that this Master Bond Ordinance be adopted. The proposed ordinance is 80+ pages and has been reviewed by Bond Counsel, staff and the City Attorney. A draft version of this document will be emailed to the City Council prior to the Thursday meeting. Attached for your reference is a memo describing the plan of finance and parameters for the ordinance and the proposed timeline for this bond issuance.
City Manager's Remarks:	This item is recommended for City Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RAYMOND JAMES®

To: Mayor and City Council of the City of Cartersville (GA)
From: Gabe Agan – Raymond James
Date: March 29, 2018
Re: Plan of Finance Memorandum for the
City of Cartersville Water and Sewer Revenue Bonds, Series 2018

Raymond James (“RJ”) has helped City of Cartersville (the “City”) officials develop a plan of finance for capital improvements for its water and sewer infrastructure. The City wishes to obtain long-term fixed rate financing for approximately \$56,200,000 of these capital improvements without significantly increasing annual payments. Additionally, the City wants to implement a new master bond ordinance that will govern the City of Cartersville Water and Sewer Revenue Bonds, Series 2018 (the “2018 Bonds”) and future parity bonds the City may issue.

The 2018 Bonds will finance the needed improvements over 30 years, will refund the City’s existing Series 2012 Water and Sewer Revenue Bonds (maximum annual payment of \$1,741,013.75), and debt service will be “wrapped” around the City’s Series 2013 Cartersville Building Authority (“CBA”) Revenue Bonds. The 2013 CBA Bonds are paid from the water sewer enterprise fund, but not secured by system revenues. The “Wraparound” structure means that fewer Series 2018 Bonds will be sold in the years where existing debt is outstanding, which creates overall “level” debt service. This approach is economically more beneficial for the City when compared to refunding the 2013 CBA Bonds, because the interest rate on these bonds (1.20%) is considerably lower than current market rates for similar maturities. There is no need to legally discharge the 2013 CBA Bonds to implement a new master bond ordinance.

The water and sewer system’s combined Maximum Annual Debt Service (“MADS”) for fiscal year ending 2017 was **\$3,620,705**. This includes the water and sewer revenue bonds (Series 2005, Series 2009, and Series 2012) and the 2013 CBA Bonds. The final payments on the Series 2005 and Series 2009 Bonds were both made on January 1, 2018. The projected MADS upon issuance of the Series 2018 Bonds is **\$3,734,165**. This would increase to **\$4,226,513**, if rates increase 1% over our current estimates before the 2018 Bonds are priced.

A commonly used metric for evaluating financial strength of a water sewer enterprise is the debt service coverage ratio. This is calculated by dividing the system’s Net Income Available for Debt Service (Net Operating Income, plus depreciation expense, plus interest income).

The chart below calculates these ratios for the past three fiscal years using both current bonding estimates and assuming interest rates increase 1% prior to issuance.

	FYE 6/30/2017	FYE 6/30/2016	FYE 6/30/2015
Net Income Available for Debt Service	\$9,358,764	\$8,105,019	\$7,584,001
Projected MADS	\$3,735,000	\$3,735,000	\$3,735,000
Historical Pro-Forma Debt Service Coverage	2.51x	2.17x	2.03x
Projected MADS + 1%	\$4,227,000	\$4,227,000	\$4,227,000
Historical Pro-Forma Debt Service Coverage	2.21x	1.92x	1.79x

At current rates, the Historical Pro-Forma debt service coverage exceeds 2x for the past three fiscal years. If rates increases 100 basis points (1%), Historical Pro-Forma debt service coverage is 2.21x for 2017, 1.92x for 2016 and 1.79x for 2015.

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Currently all of Cartersville's water and sewer revenue bonds must be issued under a parity bond ordinance that was implemented in 1984. This ordinance has served the City well for many years, however could benefit from some updating. To implement a new master bond ordinance, all prior bonds must be retired. The only outstanding issue is the Series 2012 Bonds, with a final maturity of January 1, 2022 and an interest rate of 2.19%. The 2012 Bonds can be called on July 1, 2018 without a penalty and on each subsequent payment date (January 1 and July 1). Current market interest rates for similar maturities are currently similar to slightly lower. These conditions give the City the opportunity to implement a new more modern ordinance with either very little cost, no cost, or possibly a slight economic benefit. With this understanding, it is the recommendation of the City Attorney and Bond Counsel that we implement a new master bond ordinance.

Bonding Estimates: The estimates assume an interest rate scale as of Monday, March 26th with the assumption of Aa3/AA- bond ratings, from Moody's and Standard & Poor's. Closing is anticipated to be June 19, 2018 and we assume the 2018 Bonds will have a base case 10 year par call (June 1, 2028). The net deposit to the Project Fund is 56,200,000 for the capital improvements, the 2012 Bonds will be refunded (\$6,692,489.00 7/1/2018 pay-off amount), a Debt Service Reserve Fund ("DSRF") is funded at the lesser of MADS, 10% of par, or 125% of average debt service \$3,734,025, and budgeted underwriter's discount and issuance costs is funded with bond proceeds. We assume that the available funds applied to reduce the Series 2018 bond size are 2012 DSRF (\$2,852,302.98 per January 2018 statement) and Series 2012 debt service funds (\$722,907.50- 5/6 of July 1, 2018 payment).

Current Rates (3/26/2018): The estimated all-Inclusive True Interest Cost ("TIC") is 3.92%. The all-inclusive TIC is the fixed rate to maturity that includes amortization of underwriter's discount and all issuance costs. MADS (including the 2013 CBA Bonds) is \$3,734,165. The total estimated repayment of the Series 2018 Bonds is \$109,539,989. A complete set of estimates is included as Exhibit A.

Current Rates (3/26/2018) + 100 Basis Points (1.00%): The estimated all-inclusive TIC is 4.92%. MADS increases \$492,348, to \$4,226,513. The total repayment of the Series 2018 Bonds increases \$14,749,610, to \$124,289,599.

Call Features: Municipal bonds are typically sold with call protection for investors. The industry standard has been a 10 year par call and this is the base case we have assumed for these estimates. This means that the City will have the right, but not a requirement, to pay the 2018 Bonds off without penalty, beginning June 1, 2028. Due the elimination of tax-exempt advance refunding bond issues as part of the 2017 Tax Act (effective January 1, 2018), more municipal issuers have started selling bonds with shorter than 10 year par calls. Utilizing the same couponing as the base case 10 year par call, an 8 year par call is estimated to TIC that is .12% higher or the equivalent of \$1,610,217 in additional debt service to maturity. The 5 year par call structure is estimated to have a TIC that is .32% higher than the base case or an additional \$4,610,217 in debt service to maturity. The City will need to finalize the decision when we approach the pricing date and we will provide the market feedback to assist with this decision.

Master Bond Ordinance (parameters): The first action that Council will need to take is approving the master bond ordinance. This will first be read at the regular April 5th meeting and voted on at the regular April 19th meeting. Once this is approved, the 2018 Bonds will be validated in Bartow County Superior Court.

This master bond ordinance provides for issuance of the Series 2018 Bonds, so long as the final pricing results do not exceed the parameters set forth in the ordinance. These parameters are 1) Maximum par, 2) MADS, 3) Maximum coupon rate of interest, and 4) Final maturity date of the 2018 Bonds.

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Maximum Par Amount- We suggest this being \$65,000,000. The current base case estimates show a bond par amount of \$56,995,000, but they assume that an additional \$6,895,661 in bond premium is generated. If bonds were sold at par, the needed amount would be \$63,890,661. Bonds are often sold at premiums (for example an investor might pay 110% or \$5,500 for a bond with a par amount of \$5,000). Sometimes bonds are sold at discounts (for example an investor might pay 95% or \$4,750 for a bond with a par amount of \$5,000). If a bond issue is sold at a discount, a par amount that is greater than the desired proceeds will need to be sold. If a bond issue is sold at a premium, a par amount lower than the needed proceeds will need to be sold. Even though some premium is expected, \$65,000,000 gives flexibility to sell at a slight discount.

Maximum Annual Debt Service- We suggest this being \$4,250,000. This will allow the full amount of bonds to be issued, so long as interest don't increase much more than 100 basis points (1%).

Maximum Coupon Rate of Interest- We suggest 6%. At current market interest rates, we expect to sell some bonds with 5% coupon rates at substantial premiums (fewer bonds are sold as a result of the premium). 5% coupons are in high demand from institutional investors. Although unlikely, 6% coupons might be utilized if rates increase. This gives us more flexibility to market the 2018 Bonds, should rates increase a lot.

Final Maturity of the 2018 Bonds- We suggest this being at least June 1, 2050. This is expected to be June 1, 2048. 2050 allows a couple years of flexibility if an unforeseen delay occurs, such as an unexpected validation intervention. The current draft ordinance provides for 40 years, which is the maximum under Georgia law.

General Overview of the 2018 Bonds: The 2018 Bonds will be publicly offered securities with minimum denominations of \$5,000. The City is currently working on a Preliminary Official Statement ("POS") with disclosure counsel and will soon apply for bond ratings from Moody's and Standard and Poor's. The City does not currently have any outstanding publicly offered debt outstanding, so these will be initial ratings. The City's last publicly offered water sewer revenue bonds were issued in 2000.

Our current schedule anticipates receiving the ratings and printing the POS on Tuesday, May 8th. The 2018 Bonds will be available for retail purchase, but orders must be placed within the order period through a RJA broker. Pricing is currently estimated to be May 22nd, and the order period is typically only a couple hours.

Supplemental Bond Ordinance and Bond Purchase Agreement: The current draft Timetable is included as Exhibit B. It calls for a Special Called meeting on Wednesday, May 23rd to adopt a supplemental bond ordinance and to sign a Bond Purchase Agreement ("BPA"), after pricing on May 22nd. The 2018 Bonds will be priced either the day before or possibly the morning of the meeting date, if the meeting is in the evening. The supplemental bond ordinance establishes the final rates and terms of the financing. The BPA establishes terms of the bond sale between the City and RJA. The date of the meeting may shift as we get closer to pricing and I'll work with the City Manager's office to coordinate a meeting date and time that works for both City Council and timing of the plan of finance.

We are excited about working with you on this financing and look forward to a successful bond pricing. If you have questions, please feel free to call me at (470) 888-2741 or (404) 401-6979.

Thank you,



Gabriel L. Agan

RAYMOND JAMES®

Senior Vice President

City of Cartersville (Georgia)
Water and Sewer Revenue Bonds, Series 2018
Financing Timetable (as of March 28, 2018)

April 2018							May 2018							June 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30

City Council Meetings are generally held on 1st and 3rd Thursdays at 7:00 P.M.

Date	Task
Tuesday, March 20	Bond Counsel to distribute initial draft of Master Bond Ordinance.
Week of March 26 th	Finalize plan of finance and determine “not-to-exceed” par amount, final maturity, coupon rate of interest maximum annual debt service to include in ordinance.
Thursday, March 29	Distribute draft Master Bond Ordinance to City Council for Agenda. Distribute plan of finance memorandum to City Council.
Week of April 2	Disclosure Counsel to distribute 1 st draft of Preliminary Official Statement (“POS”).
Thursday, April 5	First Reading of Parity Parameters Bond Ordinance.
Friday, April 13	Comments due on Master Bond Ordinance.
Monday, April 16	Bond Counsel to distribute Final Master Bond Ordinance.
Thursday, April 19	7:00 P.M. Regular City Council Meeting to approve Master Bond Ordinance.
Friday, April 20	Comments due on POS.
Monday, April 23	Disclosure Counsel to distribute revised POS. Apply for Bond Ratings. Send draft Bond Documents, POS, most recent three years of audits, and stub financial through February 2018 to Moody’s and S&P.
Week of April 23	File Validation Petition.
Monday, April 30	Noon Deadline to Submit Validation Ad to the Daily Tribune News.
Week of April 30	Rating calls/meetings with Moody’s and Standard & Poor’s.
Thursday, May 3	1 st Validation Notice is Published.
Friday, May 4	Receive draft Consent Letter and Agreed Upon Procedures Letter from auditor.
Tuesday, May 8	Receive and Evaluate Ratings. Print and mail POS to prospective investors.
Thursday, May 10	2 nd Validation Notice is Published.
Wednesday, May 16	Hold Validation Hearing in Superior Court.
Tuesday, May 22	<i>Raymond James to price Series 2018 Bonds.</i>
Wednesday, May 23	T.B.D. Special Called City Council Meeting to adopt Series 2018 Supplemental Bond Ordinance and to sign Series 2018 Bond Purchase Agreement.
Friday, May 25	Print and mail final Official Statement. <i>Send out redemption notice for Series 2012 Bond (at least 30 but now more than 60 days).</i>
Week of May 29 th	Distribute drafts of 2018 Closing Documents and Closing (wire) Memo.

Wednesday, June 13	Provide <u>final</u> comments on all closing documents <u>by close of business</u> .
Friday, June 15	Final closing documents (and wire instructions) distributed.
Monday, June 18	Pre-Close Series 2018 Bonds.
Tuesday, June 19	Close Series 2018 Bonds, reimburse eligible previously incurred capital outlay, invest project fund money, and invest escrow proceeds to current refund 2012 Bonds.
<i>July 2, 2018</i>	<i>Pay-off all \$6,620,000 Series 2012 Bond at 100% (regular payment date, since July 1 is Sunday).</i>



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Blocking Railroad Crossings

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	Chapter 19, Railroads, Section 19-3 of this ordinance is being amended in order to deleting the section in its entirety.
City Manager's Remarks:	This item remains unchanged since first reading. City Council approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 19. RAILROADS, SECTION 19-3 BLOCKING CROSSINGS is hereby amended by deleting said section in its entirety and replacing it with the following:

1.

Sec. 19-3 – Intentionally omitted.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting

4/19/2018 7:00:00 PM

Z18-03: Rezoning of property located on Center Road from R-10 with conditions (Single Family Residential) to RA-12 (Single Family Dwelling) and R-20 (Single- Family Residential).

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	In 2004 per Z04-14, approximately 202 acres were rezoned from R-20 to R-10 with conditions for two tracts of land along Center Road west of and adjacent to I-75. Tract 1 was north of Center Road and named the Etowah Preserve subdivision. Tract 2 was south of Center Road. Tract 1 was planned to be developed in three (3) phases. Infrastructure, including roads, curb and gutter, street lights, utility lines and meters, stormwater pipes and detention ponds were installed. The project stalled about 2008. No construction activities have occurred since. Tract 2, a subdivision currently known as Autumn Canyon, was purchased by LGI Homes about 2015 and has been fully completed. Autumn Canyon has 79 lots. This project proposes to develop Etowah Preserve in 2 phases. Phase 1 would improve all existing infrastructure components and construct up to 199 townhome units. Phase I requests rezoning from R-10 with conditions to RA-12. Phase 2 development would occur at a future date and requests a rezoning from R-10 with conditions to R-20 until market studies can be conducted to determine the best use of the land. The Phase 1 boundaries from Z04-14 and Z18-03 are very similar and are used for comparison. Phases 2 and 3 from Z04-14 are combined into Phase 2 for Z18-03. Proposed Development Activities for Z18-03 include: Phase 1: 58.55 acres (Phase 2: 103.37) All Units 26' wide by 30' deep. Option for a 60' wide x 20' deep unit, for discussion. 199 units proposed in Phase 1 (Z04-14 proposed 121 lots in Phase 1)

	(4)- 7 unit buildings proposed. Total= 28 units. (23)- 6 unit buildings proposed. Total= 138 units. (1)- 5 unit building proposed. Total= 5 units (7)- 4 unit buildings. Total= 28 units. Density= 3.4 units/ acre. (<i>Z04-14 proposed 1.7 lots/acre</i>). Total Front Entry units = 97 Total Rear Entry Units = 102 Due to the original project foreclosure, the City has received maintenance bonds totaling \$176,700 for the following items: Storm Drainage, Sidewalks and Streets= \$49,800 Water/ Sewer Maintenance = \$67,000 Final Asphalt Top Coating = \$59,900 This bond money could be used by the developer to offset the costs of repairing the existing infrastructure. This rezoning application (available in the City Clerk's office) proposes to remove all previous zoning conditions associated with Z04-14 though several of the conditions should remain in place.
City Manager's Remarks:	This item remains unchanged. City Council approval of this rezone is recommended by the Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

4/19/2018 7:00:00 PM

T18-01: Text Amendment to Chapter 20, Signs and Outdoor Advertising, Article II, Sign Ordinance. The purpose of the text amendment is to address electronic signs, brightness controls, and use of Stationary Electronic Signs.

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The purpose of the text amendment is to define electronic freestanding signs, include brightness controls and to allow the use of Stationary Electronic Signs on E. Main Street from Hwy 41 to I-75.
City Manager's Remarks:	This item remains unchanged since first reading. City Council approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor Santini & City Council
From: Randy Mannino and David Hardegree
Date: March 26, 2018
Re: Text Amendment T18-01

Based on recent review of the electronic sign ordinance as a result of a proposed Racetrac fueling station on E. Main Street near I-75, staff discovered gaps in the ordinance regarding the definition of electronic freestanding signs, brightness control, the use and application of LED technology for gas/ refueling stations to illuminate signs and for gas/ refueling stations to provide remote updates to fuel pricing in electronic freestanding signs.

The purpose of the text amendment is to define electronic freestanding signs, include brightness controls and to allow the use of Stationary Electronic Signs on E. Main Street from Hwy 41 to I-75.

Please see attached for the proposed changes.

Sec. 20-25 Text Amendment
T18-01

Sec. 20-18. - Definitions.

Electronic Freestanding Sign. A freestanding sign that may be either an "Electronic Sign" or Stationary Electronic Sign. Electronic Freestanding Signs must meet all sign requirements for the sign location and application.

Electronic sign. A sign whose message may be changed at intervals by electronic process or by remote control, including the device known as a commercial electronic variable message sign.

Electronic sign, stationary. A sign, kept constant in intensity when in use, which does not exhibit sudden or marked changes in lighting effects, and which does not exhibit any other changes of any nature within a continuous one-minute time interval.

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.

Sec. 20-25 Text Amendment
T18-01

13. US 41 and corresponding frontage roads.
14. US 411 and corresponding frontage roads.
15. West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).

16. E, Main Street, Stationary Electronic Sign Only (Beginning at US 41 and running east to the east side of the I-75 interchange).

- 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 and may not exceed brightness levels defined in this chapter.
- 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. Stationary Electronic signs~~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 electronic freestanding signs~~ 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.

Additions:

Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change to ensure the brightness is decreased in low light situations. Brightness levels may not exceed more than two-tenths (0.20) foot candles above ambient light levels (at measurement conditions) as measured at a distance of one hundred twenty-five (125) feet.

(Per Racetrac letter: The day setting shall be at 70% brightness and the nighttime setting shall be at 20% brightness.)

If the sign is located in the line of sight of a residential dwelling, such sign shall not operate at brightness levels of more than one-tenth (0.1) foot candles above ambient light levels (at measurement conditions) as measured to the nearest residential property line between the said sign and dwelling.

In the course of investigating a complaint, Staff may request a certification of the brightness (under measurement conditions) by an independent contractor, if the sign has not been certified within the preceding twelve (12) months. If the investigation and certification indicate that

Sec. 20-25 Text Amendment

T18-01

the sign exceeds the brightness levels specified in this chapter, the owner of the sign shall turn off the sign until the brightness of the sign is brought into compliance with this chapter within twenty-four (24) hours of a request by the Planning and Development Department. Compliance with these requirements will be done at the owner's expense.



City of Cartersville

City Council Meeting

4/19/2018 7:00:00 PM

T18-02: Text Amendment to Chapter 26, Article IX, Commercial Use Districts, Sec. 9.2. M-U Multiple Use District, subsection 9.2.3(R), Development Standards. The purpose of the text amendment is to correct deficiencies

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The purpose of the text amendment is to add requirements for townhouse development found in other sections of the zoning ordinance.
City Manager's Remarks:	This item remains unchanged since first reading. City Council approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor Santini & City Council
 From: Randy Mannino and David Hardegree
 Date: March 26, 2018
 Re: Text Amendment T18-02

Based on a recent plan review of proposed townhomes on Jones Street in the M-U District (Multiple Use), staff discovered discrepancies in the ordinance regarding development standards for townhomes. Zoning District RA-12 provides townhome development standards for site plan proposals. Townhomes are allowed in the M-U district, but five (5) key development standards are missing from the M-U district that are found in the RA-12 district. As a result of the findings, the following additions are recommended for the M-U district:

Section 9.2.3 R. Additional Townhouse Standards

- 2. Minimum lot depth: One hundred (100) feet**
- 3. No fewer than three (3) dwelling units in a row shall be allowed.**
- 4. Alley or private drive access required.**
- 5. Required parking shall be allowed in the rear yard only.**
- 6. Principal buildings shall front a private drive or public right-of-way.**

The following development standards currently exist for townhomes in the M-U District:

Section 9.2.3

A. Height regulations. Single-family residential buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher;

B. Front yard setback: Ten (10) feet.

C. Side yard setback: Ten (10) feet.

D. Rear yard setback: Townhouse: Twenty (20) feet.

E. Minimum lot area. Townhouse/attached: Two thousand (2,000) square feet.

F. Maximum density. Townhouse/attached: Twelve (12) dwelling units per acre.

G. *Minimum lot width at building line. Townhouse:* Twenty (20) feet per lot.

H. *Minimum lot frontage. Townhouse:* Twenty (20) feet per lot.

I. *Minimum heated floor area per dwelling unit. Townhouse/attached:* One thousand (1,000) square feet.

J. *[Metal panels, metal sheathing, standard gray concrete block.]* The use of metal panels or metal sheathing and/or standard gray concrete block on the exterior walls of any building or structure shall be prohibited with the exception that such materials may be used if finished with a product consisting of brick, stone, hard-coat stucco, or fiber cement siding.

K. *[Air conditioning units and HVAC systems.]* Air conditioning units and HVAC systems shall be thoroughly screened from view from the public right-of-way and from adjacent properties by using walls, fencing, roof elements, or landscaping on multifamily and nonresidential properties.

L. *[Gable or hip roofs.]* Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.

M. *[Front building facade.]* The front building facade of all principal buildings shall be oriented toward street fronts or adjacent arterial street fronts.

N to Q. Not applicable to Townhomes

R. *Other standards.*

1. Townhouse developments shall have a minimum development area of one-half (½) acre. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with [section 4.17](#) of this chapter.

Sec. 20-25 Text Amendment
T18-01

9.2 Multi-Use District

9.2.3 Development Standards

... R. Additional Townhouse Standards

1. Townhouse developments shall have a minimum development area of one-half (½) acre. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with [section 4.17](#) of this chapter.
2. *Minimum lot depth*: One hundred (100) feet
3. No fewer than three (3) dwelling units in a row shall be allowed.
4. Alley or private drive access required.
5. Required parking shall be allowed in the rear yard only.
6. Principal buildings shall front a private drive or public right-of-way.

S. *Other standards.*

1. Multifamily developments shall comply with section 7.1.3.K. and N. of this chapter.

T. *Guest house.* In addition to standards required in this chapter, the following standards shall be met for a guest house:

1. No more than one (1) guest house structure per lot.
2. A minimum lot size of fifteen thousand (15,000) square feet shall be required.
3. A guest house shall be occupied by relatives, employees that work on the property, or guests only.
4. Heated floor area shall not exceed fifty (50) percent of the heated floor area of the principal building.
5. A guest house structure shall comply with the principal setbacks of the district.
6. A guest house shall not be allowed in the front yard.
7. A guest house shall not exceed the height of the principal building on the lot.
8. Requires owner-occupancy of the principal building on the lot.



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM

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

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	T18-03: 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.
City Manager's Remarks:	City Council approval of the change above to MU, is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor Santini & City Council
 From: Randy Mannino and David Hardegree
 Date: April 6, 2018. **Updated 4-11-18.**
 Re: Text Amendment T18-03. Outdoor Storage in the M-U District

Taylor Farm Supply will be relocating from their current location on Leake Street 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. Currently, the M-U district does not permit outdoor storage.

The purpose of the text amendment is to allow outdoor storage of landscape supplies in the M-U district with a Special Use permit.

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

Chapter 26, Article IV, General Provisions, Sec. 4.25, Outdoor Storage

In the M-U district, outdoor storage of landscape supplies and materials may be permitted per the requirements in Sec. 9.2.3, Development Standards.

Chapter 26, Article IX, Commercial Use Districts, Sec. 9.2. M-U Multiple Use District, subsection 9.2.3, Development Standards

9.2.3R.3 Other Standards

Outdoor storage of landscape supplies and materials may be allowed in the side and rear yards of a non-residential land use with a Special Use (SU) permit.

Planning Commission recommends approval (6-0).

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

\$400 Fee
+ \$30 PM
~~\$400~~
\$430

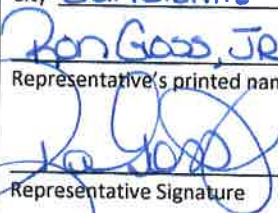
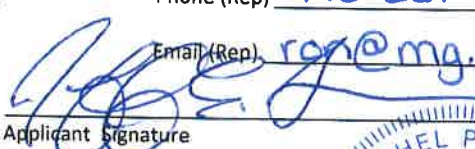
PM to RM 3/22
Due 3/19

Case Number: T18-03
Date Received: 3/16/18

Public Hearing Dates:

Planning Commission 4/10/18 5:30pm 1st City Council 4/19 7:00pm 2nd City Council 5/3 7:00pm

APPLICANT INFORMATION

Applicant (printed name)	<u>FELSHAW HOLDINGS LLC</u>	Office Phone	<u>678-808-0618</u>
Address	<u>12 LEAKE STREET</u>	Mobile/ Other Phone	<u>770-402-7540</u>
City	<u>CARTERSVILLE</u>	State	<u>GA</u>
		Zip	<u>30120</u>
		Email	<u>j.felshaw@hotmail.com</u>
Representative's printed name (if other than applicant)	<u>Bon Goss, Jr.</u>	Phone (Rep)	<u>770-861-9190</u>
		Email (Rep)	<u>rgn@mg.contractors</u>
Representative Signature		Applicant Signature	
Signed, sealed and delivered in presence of:		My commission expires:	
<u>Rachel P. Bailey</u>		<u>01/23/2021</u>	
Notary Public			

Item # 9

1. Existing Text to be Amended:

Article 1, Section 9.2.3, Subsection 25 - outdoor STOPAGE
5 - my DEV STANDARDS

Existing Text Reads as Follows: THERE IS NO EXISTING TEXT.

2. Proposed Text:

Proposed Text Reads as Follows: See Attached

(Continue on additional sheets as needed)

Sec. 4.25. - Outdoor storage.

Outdoor storage shall be allowed in G-C, L-I, and H-I districts only. In G-C and L-I districts, outdoor storage must be located in a side or rear yard and screened from all rights-of-way, and residential districts that abut the outdoor storage area. Such storage shall be screened in accordance with the requirements under section 4.17 of this chapter. In G-C and L-I districts, the use of trucks, truck bodies, enclosed containers, campers, recreational vehicles, or other types of motor vehicles for storage is prohibited. This section does not apply to incidental outside storage on properties in residential districts.

In the G-C district, neither vehicles (whether operable or inoperable) nor trailers (whether on or off their axles) may be used as storage buildings. This shall apply to all vehicles and trailers, including commercial vehicles, recreational vehicles, panel vans, tractor-trailer rigs, railroad box-cars, etc. The storage of new or used tires on any G-C district property is prohibited unless the same are stored within an enclosed building or garage. It is illegal to discard or abandon tires on any property other than a lawful landfill.

In the MU district, outdoor storage of landscape supplies and materials may be permitted per the requirements in Sec. 9.2.3, Development Standards.

9.2 Multi-Use District**9.2.3 Development Standards****... R. Additional Townhouse Standards (T18-02)**

1. Townhouse developments shall have a minimum development area of one-half (½) acre. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with [section 4.17](#) of this chapter.
2. *Minimum lot depth:* One hundred (100) feet
3. No fewer than three (3) dwelling units in a row shall be allowed.
4. Alley or private drive access required.
5. Required parking shall be allowed in the rear yard only.
6. Principal buildings shall front a private drive or public right-of-way.

S. Other standards.

1. Multifamily developments shall comply with section 7.1.3.K. and N. of this chapter.
- 4.2. Outdoor storage of landscape supplies and materials may be allowed in the side and rear yards of a non-residential property with a Special Use (SU) permit.

T. Guest house. In addition to standards required in this chapter, the following standards shall be met for a guest house:

1. No more than one (1) guest house structure per lot.



City of Cartersville

City Council Meeting

4/19/2018 7:00:00 PM

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.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	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.
City Manager's Remarks:	City Council approval of the special use permit outlined above is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU18-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Felshaw Holdings, LLC- Jeff Felshaw,**

Representative: **Ron Goss, Jr**
 Property Owner: **Ted and Janet Thornbrough**

Property Location: **912 & 914 N. Tennessee Street (C029-0008-023 & -024)**

Access to the Property: **N. Tennessee Street**

Site Characteristics:

Tract Size: Acres: **1.66 acres** District: **4th** Section: **3rd** LL(S): **266**

Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **M-U (Multiple- Use District)**

Proposed Zoning: **Same**

Proposed Use: **Lawn and Garden Center with outdoor storage.**

Current Zoning of Adjacent Property:

North: **MU (Multiple Use)**
 South: **MU (Multiple Use)**
 East: **MU (Multiple Use)**
 West: **R-15 (Single Family Residential)**

The Future Development Plan designates the subject property as:
Tennessee Street Corridor

SU18-01

City Department Comments (updated 4/10/18):

Electric:

The Electric System takes no exception to the proposed zoning revisions to allow outdoor storage on this project with a Special Use permit.

Fibercomm:

Cartersville Fibercom takes no exception to either case – the text amendment and the special use permit for Taylor Supply.

Fire:

In reference to SU18-01 and T18-03, Cartersville Fire Department takes no exceptions to either one provided all associated city development regulations and ordinances are met.

Gas:

The Gas System take no exception to the following as shown in the attachments.

Public Works:

No comments received.

Water and Sewer:

This property is located in the City of Cartersville Water Department's water service area. The requested Special Use application will not affect water service to this site.

This property is located in the City of Cartersville Water Department's sewer service area. The requested Special Use application will not affect sewer service to this site.

SPECIAL USE REVIEW

Taylor Farm Supply has been operating at the current location on Leake Street for many years and was purchased by Mr. Felshaw in 2017. The business intends to relocate to 912/914 N. Tennessee Street and rebrand itself as a Lawn and Garden retailer. Outdoor storage of landscape supplies will be required at the new location which is located 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 which proposes to allow outdoor storage of landscape supplies on non-residential properties in the M-U district with a Special Use permit.

Any conditions the Commission attaches to the Text Amendment, T18-03, will also apply to this Special Use permit, if approved.

SU18-01

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

ARTICLE XVI. SPECIAL USES

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

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

SU18-01

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

HOW GENERAL STANDARDS ARE MET (per applicants written comments)

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

How Standard #1 has / will be met: No effect.

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

How Standard #2 has / will be met: No effect

Standard #3: Protective screening.

How Standard #3 has / will be met: No effect

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: No effect

Standard #5: Outdoor lighting

How Standard #5 has / will be met: No effect

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: No effect

Standard #7: Compatibility with surrounding land use.

SU18-01

How Standard #7 has / will be met: No effect

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

Staff Recommendation:

No objection.

Planning Commission Recommendation:

MEMO

To: Planning Commission, Mayor Santini & City Council
 From: Randy Mannino and David Hardegree
 Date: April 6, 2018
 Re: Text Amendment T18-03. Outdoor Storage in the M-U District

Taylor Farm Supply will be relocating from their current location on Leake Street 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. Currently, the M-U district does not permit outdoor storage.

The purpose of the text amendment is to allow outdoor storage of landscape supplies in the M-U district with a Special Use permit.

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

Chapter 26, Article IV, General Provisions, Sec. 4.25, Outdoor Storage

In the M-U district, outdoor storage of landscape supplies and materials may be permitted per the requirements in Sec. 9.2.3, Development Standards.

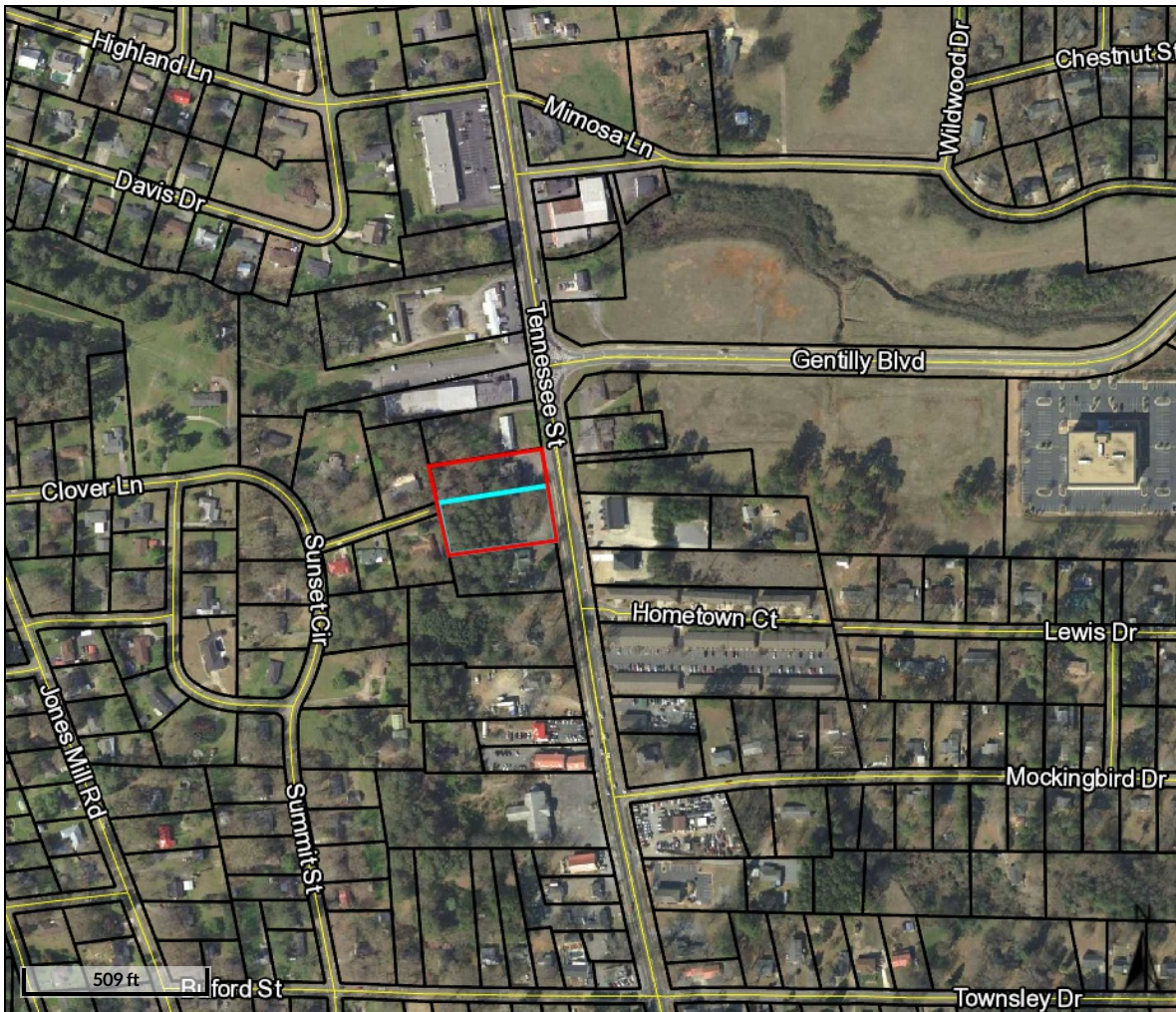
Chapter 26, Article IX, Commercial Use Districts, Sec. 9.2. M-U Multiple Use District, subsection 9.2.3, Development Standards

9.2.3R.3 Other Standards

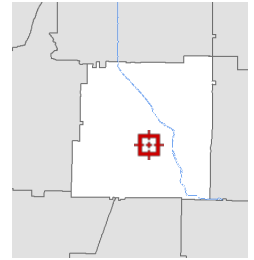
Outdoor storage of landscape supplies and materials may be allowed in the side and rear yards of a non-residential land use with a Special Use (SU) permit.



Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID C029-0008-023

Sec/Twp/Rng n/a

Property Address 912 N TENNESSEE ST
Cartersville

District Cartersville

Brief Tax Description LL266 LD4 TENN ST

(Note: Not to be used on legal documents)

Alternate ID 35507

Class Commercial

Acreage n/a

Owner Address THORNBROUGH JANET C &

THORNBROUGH TED W

PO BOX 1206

CARTERSVILLE GA 30120

Date created: 4/6/2018

Last Data Uploaded: 4/5/2018 9:11:25 PM



Developed by
The Schneider Corporation

Application for Special Use
City of Cartersville

\$400 Fee
\$150 pm
\$450

Pl to Rm 3/22
Due m 3/19.

Case Number: SU18-01
Date Received: 3/16/18

Public Hearing Dates:

Planning Commission 4/10/18 5:30pm 1st City Council 4/19 7:00pm 2nd City Council 5/3 7:00pm

Applicant FELSHAW Holdings LLC (JEFF FELSHAW) Office Phone 770-382-4951
(printed name)
Address 12 LEALE STREET Mobile/ Other Phone 770-402-7540
City CARTERSVILLE State GA Zip 30120 Email jfelshaw@hotmail.com
Representative's printed name (if other than applicant) Jon Goss JR. Phone (Rep) 770-861-9190
Representative Signature [Signature] Email (Rep) jon@mg.contractors
Applicant Signature [Signature]
Signed, sealed and delivered in presence of: My commission expires: 01/23/2021
Rachel P Bailey
Notary Public



* Titleholder Ted & Janet Thompson Phone 770-655-5007
(titleholder's printed name)
Address P.O. Box 1206, 30120 Email twjct@aol.com
Signature [Signature]
Signed, sealed, delivered in presence of: My commission expires: 01/23/2021
Rachel P. Bailey
Notary Public



Present Zoning District MU
Acreage 1.66 Land Lot(s) 2466 District(s) 4 Section(s) 3
Location of Property: 912914 N. Tennessee St (N. Tennessee & Gentry)
(street address, nearest intersections, etc.)
Reason for Special Use Request: To allow for exterior storage of landscape supplies and materials to the side & rear within the M-U zoning district.
(attach additional statement as necessary)

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

Application for Special Use
City of Cartersville

Case Number: _____
Date Received: _____

Public Hearing Dates:

Planning Commission _____ 5:30pm 1st City Council _____ 7:00pm 2nd City Council _____ 7:00pm

Applicant FELSHAW HOLDINGS LLC (JEFF FELSHAW) Office Phone 770.382.4951
(printed name)
Address 12 LEALE STREET Mobile/ Other Phone 770.402.7540
City Cartersville State Ga Zip 30120 Email jfelshaw@hotmail.com
Representative's printed name (if other than applicant) Jon Goss Phone (Rep) 770.861-9190
Representative Signature [Signature] Email (Rep) jon@mg.contractors
Applicant Signature [Signature]
Signed, sealed and delivered in presence of: Rachel P. Bailey My commission expires: 01/23/2021
Notary Public

Item # 10

NOTARY PUBLIC
RACHEL P. BAILEY
My Commission Expires
01-23-2021
FLOYD COUNTY, GEORGIA

* Titleholder EEC, LP Phone 770.455.5007
(titleholder's printed name)
Address PO Box 1206, 30120 Email twtyct@aol.com
Signature [Signature]
Signed, sealed, delivered in presence of: Rachel P. Bailey My commission expires: 01/23/2021
Notary Public

NOTARY PUBLIC
RACHEL P. BAILEY
My Commission Expires
01-23-2021
FLOYD COUNTY, GEORGIA

Present Zoning District MU
Acreage 1.66 Land Lot(s) 266 District(s) 4 Section(s) 3
Location of Property: 912 1/2 N. TENNESSEE ST. (N. Tennessee & Gentilly)
(street address, nearest intersections, etc.)
Reason for Special Use Request: To Allow for exterior storage of landscape supplies and materials to the side/rear within the MU zoning district.
(attach additional statement as necessary)

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

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

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

How Standard #1 has / will be met:

NO effect

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

How Standard #2 has / will be met:

NO effect

Standard #3: Protective screening.

How Standard #3 has / will be met:

NO effect.

Item # 10

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

How Standard #4 has / will be met:

NO EFFECT

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

NO EFFECT

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

NO EFFECT

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

NO EFFECT

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

N/A

Signed,

[Signature]
Applicant or Representative

3-1-18
Date

CARTERSVILLE NEWSPAPERS

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

K:\Planning General Info\City Forms_apps_mailing labels\Forms and Applications\Annexation Rezoning Special Use Variance apps\Special Use application_updated 1-10-18.doc

115' (50' RW)



SU18-01. 912/914 N. TENNESSEE ST.





City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Approval of GICH Letter

SubCategory:	Other
Department Name:	Planning and Development
Department Summary Recommendation:	In 2017, Landbridge Development, LLC, rezoned property located at 640 N. Tennessee Street to construct 80 multi-family housing units in (3) buildings on 5.87 acres. The 55+ age restricted development will use Low-Income Housing Tax Credit (LIHTC) financing and will target low-to-modest income family households earning up to 60% of Area Median Household Income (AMHI). This project is driven by the Department of Community Affairs's Georgia Initiative for Community Housing (GICH) program. The City of Cartersville became a GICH community in 2004, and has been awarded only one GICH project. There have been no changes to the project scope since the 2017 zoning approval. No other GICH projects have been proposed.
City Manager's Remarks:	City Council approval of this letter is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120
Telephone: 770-387-5616 • Fax: 770-386-5841 • www.cityofcartersville.org

April 19, 2018

Office of Affordable Housing
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329-2231

RE: Georgia Initiative for Community Housing Letter Authorization
Proposed Multi-Family Apartment Community located at:
640 North Tennessee Street, Cartersville, Bartow County, Georgia
Tax Parcel: C010-0008-008

To the Office of Affordable Housing:

This letter is to confirm that the City of Cartersville authorizes the issuance of one letter to the Georgia Department of Community Affairs acknowledging formal support. This letter is being issued for the multi-family project to be constructed at 640 North Tennessee Street, Cartersville, Bartow County in the 2018 LIHTC Application round.

If I can be of further assistance, please contact me at 770-387-5686

Sincerely,

Matt Santini
Mayor
City of Cartersville



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
GCIC Agreement

SubCategory:	Contracts/Agreements
Department Name:	Police
Department Summary Recommendation:	The Police Department, Municipal Court, and the Bartow Cartersville Drug Task Force are required by GCIC to renew the Criminal Justice Information System Management Control Agreement every two years and I am requesting that the City Council approve for the Mayor to sign these agreements. These agreements need to be signed prior to our GCIC audit which will occur on May 4, 2018.
City Manager's Remarks:	City Council approval of the agreements outlined above, authorizing the Mayor's signature, is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Criminal Justice Information System Management Control Agreement

The CARTERSVILLE Municipal Court and
Criminal Justice Agency (CJA)

the CITY OF CARTERSVILLE FIREARM agree
Non-Criminal Justice Agency (NCJA)

that the CJA is responsible for conducting state and national fingerprint-based and name-based background checks in order to grant/deny access to criminal justice information (CJI) for applicants/personnel of the NCJA pursuant to the GCIC Council Rules and the FBI CJIS Security Policy.

It is understood that the CJA is responsible for the management control with respect to the administration of the portion of the computer systems and network infrastructure interfacing directly or indirectly with the Georgia CJIS Network for the interstate exchange of CJI/criminal history record information (CHRI).

The CJA shall have the authority to set, maintain and enforce through management control:

- (1) Standards for the selection, supervision, and termination of personnel access to CJI.
- (2) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to CJI/CHRI, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (3) Restriction of unauthorized personnel from access or use of equipment accessing the Georgia CJIS Network.
- (4) Compliance with all rules and regulations of the aforementioned CJA policies and the CJIS Security Policy in the operation of all information received.

Management control of the criminal justice function remains solely with the CJA. (FBI CJIS Security Policy, Section 5.1.1.4.) The GCIC Council Rules and FBI CJIS regulations serve as the authoritative source of management control guidance in all matters relating to personnel investigations and standards, as well as Georgia CJIS Network supervision and monitoring. This agreement covers the overall supervision of all CJA systems, applications, equipment, systems design, programming, and operational procedures associates with the development, implementation, and maintenance of CJA systems to include GCIC/NCIC programs that may be subsequently designed, and/or implemented within the CJA.

In WITNESS WHEREOF, the parties have executed this agreement as of the date set forth:

CJA Agency Head Signature

Print Name

Date

NCJA Agency Head Signature

Print Name

Date

Criminal Justice Information System Management Control Agreement

The CARTERSVILLE POLICE DEPARTMENT and
Criminal Justice Agency (CJA)
the CITY OF CARTERSVILLE FIBERCOM agree
Non-Criminal Justice Agency (NCJA)

that the CJA is responsible for conducting state and national fingerprint-based and name-based background checks in order to grant/deny access to criminal justice information (CJI) for applicants/personnel of the NCJA pursuant to the GCIC Council Rules and the FBI CJIS Security Policy.

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In WITNESS WHEREOF, the parties have executed this agreement as of the date set forth:

CJA Agency Head Signature

NCJA Agency Head Signature

Print Name

Print Name

Date

Date

Criminal Justice Information System Management Control Agreement

The Bartow Cartersville Drug Task Force and
Criminal Justice Agency (CJA)
the City of Cartersville fiber.com agree
Non-Criminal Justice Agency (NCJA)

that the CJA is responsible for conducting state and national fingerprint-based and name-based background checks in order to grant/deny access to criminal justice information (CJI) for applicants/personnel of the NCJA pursuant to the GCIC Council Rules and the FBI CJIS Security Policy.

It is understood that the CJA is responsible for the management control with respect to the administration of the portion of the computer systems and network infrastructure interfacing directly or indirectly with the Georgia CJIS Network for the interstate exchange of CJI/criminal history record information (CHRI).

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- (3) Restriction of unauthorized personnel from access or use of equipment accessing the Georgia CJIS Network.
- (4) Compliance with all rules and regulations of the aforementioned CJA policies and the CJIS Security Policy in the operation of all information received.

Management control of the criminal justice function remains solely with the CJA. (FBI CJIS Security Policy, Section 5.1.1.4.) The GCIC Council Rules and FBI CJIS regulations serve as the authoritative source of management control guidance in all matters relating to personnel investigations and standards, as well as Georgia CJIS Network supervision and monitoring. This agreement covers the overall supervision of all CJA systems, applications, equipment, systems design, programming, and operational procedures associates with the development, implementation, and maintenance of CJA systems to include GCIC/NCIC programs that may be subsequently designed, and/or implemented within the CJA.

In WITNESS WHEREOF, the parties have executed this agreement as of the date set forth:

CJA Agency Head Signature

NCJA Agency Head Signature

Print Name

Print Name

Date

Date



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Raymond James Bond Investment Advisor Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	As part of the proposed debt issuance for the Water & Sewer Department, Raymond James has provided the city a proposal to be our Investment Advisor to help invest the bond funds until they are needed. The attached proposal outlines the services that Raymond James will provide to the city. The services being offered by Raymond James are recommended for your approval.
City Manager's Remarks:	City Council approval of the Agreement outlined above with Raymond James is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



April 13, 2018

Mr. Sam Grove
City Manager
City of Cartersville
One North Erwin Street
Cartersville, GA 30120

Re: Investment of proceeds from the Water and Sewerage Revenue Bonds, Series 2018 (the Series 2018 Bonds")

Dear Mr. Grove:

This letter outlines Raymond James' proposal to serve the City of Cartersville (the "City") as Investment Adviser relating to the investment of certain proceeds derived from the Series 2018 Bonds, primarily, the Construction Fund and the Debt Service Reserve Fund (collectively, the "Funds"). Raymond James proposes to serve the City as its advisor to execute a two phase scope of services with regard to the investment of the Funds associated with the Series 2018 Bonds.

Prior to describing our scope of services in more detail it is important to note we intend to provide our services to the City as a registered investment adviser. Thus, we have a fiduciary duty to you as we develop the investment strategy and procure the investments. To that end, Raymond James does NOT provide the investments but rather we conduct a competitive bid to procure the desired investments at the best price/highest yield. We provide our services for a fully disclosed fixed fee paid upon closing (absent any need for subsequent investment(s)), and our fee can usually be paid to us by the winning provider of a given investment based upon the fees laid out in our engagement letter with you.

The City is under no obligation to utilize Raymond James to provide these services and only if the City elects to move forward with any investment will Raymond James provide a fee schedule that will subsequently need to be approved by the City. Should the City elect to move forward based upon analysis provided by Raymond James, then a follow-up letter will be provided which will include a description of the fees for the provision of the services.

SCOPE OF SERVICES

Phase 1 ("the Analysis and Investment Strategy Development Phase") involves determining the amounts to be invested (including liquidity hold-back for the Construction Fund), if applicable, as well as a recommendation for the investment strategy regarding the type of investment vehicles to be utilized and the potential amounts to be invested within each of the Funds. Investments will be designed to achieve desired levels of diversification and to meet risk tolerances expressed by the City as well as to maximize potential earnings. We anticipate the universe of potential eligible Investment Securities will be governed by the definitions laid out in the bond indenture.

Phase 2 (the "Execution/Procurement Phase") involves the execution of the competitive bid process by Raymond James amongst the applicable investment providers for a given investment. For example, for a ladder portfolio of U.S. Treasury/Agency securities and/or CP, potential bidders would include various primary and regional broker/dealers who would compete to offer a portfolio at the lowest cost/highest yield.

Raymond James' full scope of services is described below and, as described above, we provide these services on a fully disclosed fixed fee basis.

Scope of Services: Phase 1 - Analysis and Investment Strategy Development

1. Assist the City in determining its preferred amount of liquidity hold-back (percentage or dollar amounts) for the Construction Fund, if applicable;
2. Calculate potential interest earnings available under various scenarios for the various Funds assuming potentially various eligible Investment Securities (based upon the results of the hold-back discussion);
3. Review and discuss risks and other considerations associated with the different types of potential Investment Securities available to the City (i.e. commercial paper and any/or other relevant securities/structures, including potentially repurchase agreements and other eligible structures); and
4. Assist the City in determining the overall optimal tactics of bid approach with respect to market risk and timing.

Scope of Services: Phase 2 – Execution/Procurement of the Investments

1. Develop a term sheet for the Construction Fund investment and the Debt Service Reserve Fund Investment including any constraints determined by the City, the desired hold-back, if any, and final targeted disbursement requirements of the Construction Fund as delineated by the City;
2. Provide the City a list of potential providers for each investment;
3. Pre-market bid and act as liaison between potential investment providers and the City prior to bid;
4. Provide market color to the working group as to the expected investment rates anticipated in the bids;
5. Conduct the bid processes for each of the Funds (receiving bids from as many providers as possible) and report results to the City and any other relevant party(ies);
6. Co-ordinate the flow of post award information amongst the working group;
7. Manage the settlement process to closure by requiring appropriate focus by the working group, and of course, and most importantly, the winning provider(s);
8. Provide documentation with regard to any such bid process to the City and Bond Counsel (and any other parties).

DOCUMENTATION/TRANSPARENCY

As part of the closing packages, Raymond James will provide City all relevant documentation for its records pertinent for its record retention purposes, including the following. Our documentation package along with having the City on the actual call making the final award of the investments to the winning providers is all part of ensuring the highest degree of transparency throughout the entire process.

- | | |
|------------------------------------|--|
| • Final Term Sheets/Addendum(s) | • Bids received |
| • Provider Certificates (executed) | • Bloomberg Market Screenshots |
| • Trade Tickets/Confirms | • Bidding Agent Certificate (executed) |
| • Summary of Offers | • Actual Portfolios & Cash-Flows |
| | • Investment Agreement documentation |

Please sign below to evidence your agreement as to the scope of Investment Advisor duties. Signature below acknowledges that (i) Exhibit A is part of this Agreement and (ii) the Form ADV Part IIA disclosure brochure for the Public Finance Investment Strategies Group has been received as part of this disclosure and Form ADV Part IIB disclosure brochure for Kapil Bhatia has been received as part of this disclosure and that the client has been given the opportunity to fully review these brochures. Any questions regarding the Form ADVs may be directed to RJ Fixed Income Compliance at 880 Carillon Parkway, St. Petersburg, FL 33716.

Page 3

We look forward to the opportunity to serve the City in this capacity and to provide the City the highest degree of transparency for its investment process for the Series 2018 Bonds. Feel free to contact me directly at 727-567-1791 if you have any questions regarding our proposal.

Sincerely Yours,

The parties have agreed to be bound by the terms of this letter by their duly authorized officers on this 13th day of, April 2018.

RAYMOND JAMES & ASSOCIATES, INC.



Kapil Bhatia, Managing Director

CITY OF CARTERSVILLE

Agreed:

Signature

Mr. Matt Santini, Mayor

Ms. Meredith Ulmer, City Clerk

EXHIBIT A
BIDDING AGENT CONSULTING SERVICES
Additional Terms, Conditions and Acknowledgments

This document is to be considered to be an investment management agreement and this agreement is NOT an engagement providing advice regarding the structure, timing and terms of an issuance of municipal securities or advice regarding municipal financial products;

Bidding Agent is providing Investment Adviser services pursuant to Section 15B (e)(4) (c) of the final rules (15 U.S.C. 78o-4(e)(7)) and is deemed to be exempt and is not required to be registered as a municipal advisor under Exchange Act Section 15B.

Client desires to receive services through Bidding Agent's Investment Adviser Representative(s) ("IAR"). In consideration of the mutual benefits to be derived from this agreement, Bidding Agent and Client agree to the following terms and conditions.

1. Services General. Bidding Agent through its IAR shall provide Client the Services set forth in the Scope of Services as outlined on the first two pages of this letter agreement.

2. Compliance with Laws. Bidding Agent, IAR and Client shall comply with the Investment Advisers Act of 1940, as amended (the "Act"), regulations enacted thereunder, and state and federal laws, rules; regulations applicable to their respective duties and obligations under this Agreement; and those of the Municipal Securities Rulemaking Board.

3. Acknowledgement of Disclosure Brochure Delivery. If required by Section 204-3 under the Act, Client acknowledges receipt of Bidding Agent's Form ADV Disclosure Brochure (Part 2A) and Brochure Supplement(s) (Part 2Bs). By signing this agreement, Client acknowledges receipt of Bidding Agent's Form ADV Brochure, Brochure Supplement for Kapil Bhatia and this Agreement. Such disclosure documents were provided either at the time of or prior to entering into this Agreement. Client acknowledges that Client has received, read, understood, and agreed to abide by the applicable terms set forth in this agreement, the Bidding Agent's Form ADV Brochure and the Brochure Supplement for Kapil Bhatia.

4. Confidentiality and Information sharing. All information and investment advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing as reasonably necessary to comply with the requirements of applicable regulations and laws.

5. Jury Trial Waiver. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. The prevailing party in any action or legal proceeding shall be entitled to reasonable costs and attorneys' fees.



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Land Bank Contract

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This is a contract between the Land Bank and the City of Cartersville. This supplies 'seed money' for the land bank operation. A similar amount has been approved by the County for this use.
City Manager's Remarks:	City Council approval of this contract is recommended.
Financial/Budget Certification:	This is an unbudgeted item, but is needed to get the land bank started. The expense will be charged to the legislative budget.
Legal:	
Associated Information:	

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA
COUNTY OF BARTOW

This AGREEMENT made this 13 day of APRIL, 2018, between the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation and political subdivision of the State of Georgia, (hereinafter referred to as "City") and the **BARTOW-CARTERSVILLE LAND BANK**, a Georgia land bank (hereinafter referred to as "Land Bank").

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (v), (w) and (x), the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants; and

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants;

NOW THEREFORE, the Land Bank desires to perform the following services and/or activity for the City and its inhabitants:

Section 1. The City and Land Bank agree that the Land Bank will work to maintain and promote growth and the redevelopment of areas and properties, which are dilapidated, while protecting the resources, the environment, and quality of life in Cartersville and Bartow County, Georgia.

Section 2. In exchange for Land Bank performing the above described activity and/or services the City will provide Land Bank with the following: \$1,000.00.

Section 3. Land Bank agrees to perform the above described activities within the following time period: May 1, 2018 through May 1, 2019.

Section 4(a). Land Bank shall by the tenth of each quarter during the term of this Contract prepare and send to the City a quarterly financial report of the previous quarter which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Land Bank funds provided herein exceed 33 1/3% of their annual budget, Land Bank must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Land Bank shall provide either a notarized affidavit or certified statement from their ~~EPA~~ ^{TREASURER - APPROVED BY THE BOARD PER 4/13/18 JNM 413-18} with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Land Bank.

Section 6. Land Bank agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Land Bank pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Land Bank will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Land Bank fails to perform this Agreement within the time period specified in Section 3, Land Bank upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Land Bank in performing this Agreement. Upon a request by the City, Land Bank will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Land Bank: Chairman, Land Bank
c/o Archer & Lovell
PO Box 1024
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affixed their seals this
13th day of April, 2018.

CITY OF CARTERSVILLE

By: _____
Matthew J. Santini, Mayor

ATTEST:

By: _____
Meredith Ulmer, City Clerk

[SEAL]

BARTOW-CARTERSVILLE LAND BANK

By: _____
Chairman

ATTEST:

By: Scott Mitcham
Secretary

[SEAL]



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Architect & Engineer for Fire Station #3

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Fire Chief Scott Carter, Deputy Chief Ray King and I have reviewed proposals from two firms for the architectural and engineering services for new Fire Station #3 to be located on Village Hill Drive. After reviewing the proposals and talking with each firm, the recommendation is to go with Croft & Associates at a cost of \$149,700. This project is to be funded from 2014 SPLOST funds and this agreement is recommended for your approval.
City Manager's Remarks:	City Council approval of this selection will allow for the design of the new fire station on Old Mill Rd. Council approval is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid from SPLOST 2014 funds.
Legal:	
Associated Information:	

February 26, 2018

Chief Scott Carter
City of Cartersville
195 Cassville Road
Cartersville, GA 30120

**RE: Design Services Fee Proposal - Revised
Fire Station #3**

Dear Chief Carter:

We are pleased to submit this proposal to provide architectural and engineering design services for the new Fire Station #3. We have based this proposal upon our conversation on December 20, 2017, and upon our prototypical design of Fire Station #4. You will find outlined below the project summary, scope of services, design assumptions, deliverables and professional fees for this project. For the final contract, we recommend using a "Standard AIA Form of Agreement B101 between Owner and Architect".

PROJECT SUMMARY

The City plans to build a new Fire Station #3 on the corner of Old Mill Road and a newly constructed Village Hill Drive. CROFT will utilize their prototypical Fire Station #4 design and site adapt with minor floor plan changes onto this 1.8 acre site. This fire station is a single story structure of approximately 8,500 square feet. CROFT will provide the architecture design, civil engineering for the site, structural engineering, mechanical (HVAC and plumbing) engineering, and electrical engineering.

SCOPE OF SERVICES

Design services will be divided into three phases: Schematic Design, Construction Documents and Construction Administration.

- **Schematic Design**

CROFT will confirm the prototypical design elements from Fire Station #4 that will be implemented for this new Fire Station #4 and will document the changes to floor plan and material/system changes wanted by the Cartersville Fire Department. The fire station floor plan and elevations will be updated to reflect these changes and submitted for fire department approval. In addition, a site plan will be provided for department approval as well during this phase.

Deliverables for Schematic Design phase will be as follows:

- Site Plan
- Floor Plan
- Exterior Elevation(s)

- **Construction Documents**

The approved Schematic Design drawings will be the basis for the Construction Documents. In general, CROFT will prepare Construction Documents in sufficient detail for permitting with the Authorities Having Jurisdiction, for use by construction manager at risk, and for construction of the new building and site work.

Design services that will be performed for this phase will include:

- Architecture
- Interior Design
- Civil Engineering
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering
- Permitting

- **Construction Administration**

CROFT will provide site construction administration services including the participation of biweekly Owner-Architect-Contractor (OAC) meetings, site observations of construction progress and installations, review of shop drawings and submittals, responses/clarifications to contractor requests for information (RFI), and review of contractor pay applications. Specific service details performed during this phase are as follows:

- Site Visits/Meetings: Sixteen (16) OAC meetings; Six (6) additional visits by the Architect; Four (4) visits by the Civil Engineer.
- Punch List Preparation- Construction Administration also includes preparation of a punch list at Substantial Completion and a final punch list walk-thru with the Contractor and City.
- Shop Drawing/Submittal Review will be limited to no more than two reviews per submission of the requested shop drawings/submittals in the construction specifications.

DESIGN ASSUMPTIONS

1. The assumed construction cost is between \$2,400,000 to \$3,000,000 and basic service fees are provided accordingly.
2. Construction is anticipated to be a duration of 8 months and construction administration fees are provided accordingly for this time frame.
3. Project Delivery will be Construction Manager at Risk (CMAR) with the CMAR in place on this project at the completion of Schematic Design Documents.
4. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis.
5. A current boundary survey with topography and all existing site conditions will be provided by CROFT through our subconsultant, Southland Engineering.
6. All site utilities are presumed to be available at the property boundary and to be adequate for building requirements without the need for supplemental systems.
7. Geotechnical services are not included as a part of this proposal and will be provided by the owner. Material and Soil Report shall be provided to CROFT at the start of the project.
8. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
9. Design of site retaining walls is not anticipated and is not included as a part of this proposal.
10. Landscape architecture design and irrigation system design are included as part of this proposal.
11. Site lighting design is included as a part of this proposal.
12. Renderings and Presentation Materials are not included as part of this proposal.
13. Furniture, Furnishings and Equipment (FFE) planning, design and selection services are not included in this proposal but can be provided as an additional service based upon the Owner's revealed FFE budget.
14. Interior design on the project is limited to designing the finish materials and colors for the new facility.
15. We will design this building utilizing sustainable design principles, but LEED certification is not included as a part of this proposal.
16. The design, documentation, and permitting for exterior signage is included as a part of this proposal.

17. Project Specifications will be produced and provided in standard book format.
18. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be incorporated as additional services.
19. The building foundations will be shallow concrete spread footings.
20. Issue of Special Inspections Schedule is included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections Acceptance", to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.
21. Fire protection sprinkler design services are limited to criteria specifications only, with actual hydraulic calculations and system design documents by the sprinkler contractor.
22. Design of fire or domestic water booster pumps or water storage tanks is not included as a part of this proposal.
23. Emergency generator design is included as a part of this proposal.
24. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are anticipated to be provided by the City and are not included as a part of this proposal. Coordination with the City's staff is included as a part of this proposal. CROFT electrical drawings will show locations of all required devices and the electrical requirements for each device.
25. Lightning Protection System design is not included as a part of this proposal.
26. Grease trap design is included as a part of this proposal.
27. CROFT will submit to the Permitting authorities and Authorities Having Jurisdiction (AHJ). CROFT will respond to permit review comments. Support of the permitting process is limited to addressing two rounds of comments from the review officials (and associated meetings). Additional comments will be addressed on an hourly basis. No permitting or plan review fees charged by the Authorities Having Jurisdiction are included as part of this proposal. These fees will be paid by the Construction Manager.
28. Construction cost estimates and project budgeting services are not included as a part of this proposal.
29. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.
30. Participation in the selection of the Construction Manager at Risk process is included as a part of this proposal.

DELIVERABLES

Deliverables will be provided electronically, CAD file for your use. Hard copy deliverables required for permitting will be provided and submitted by CROFT.

SCHEDULE

Below is a preliminary project schedule. Confirmation of schedule will be addressed in the project kick-off meeting.

Schematic Design:	2 weeks from Notice to Proceed
Construction Documents:	8 weeks from CMAR Schematic Design budget estimate review

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

▪ Civil Engineering.....	\$ 22,800
▪ Schematic Design.....	\$ 8,400
▪ Construction Documents.....	\$ 78,500
▪ Permitting (review meetings).....	\$ 2,600
▪ Construction Administration.....	\$ 34,200
▪ Reimbursable Expenses.....	\$ 3,200

Note: Expenses such as printing, shipping and travel are considered reimbursable.

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Construction Administration services will be invoiced monthly based on activity. Invoices are due upon receipt.

ADDITIONAL SERVICES

Additional services or changes to the project scope, as defined above, will be proposed and documented in writing and will be formally approved by the client. No additional fees will be charged without your prior written approval.

Chief Carter, we would like to thank you for the opportunity to submit this proposal and look forward to working with you to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

Croft & Associates, PC



Jim Croft, RA, NCARB
President

APPROVAL

Accepted by:

City of Cartersville

Signature

Date



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
MCCI Training & Project Management Services

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The City has been using MCCI to store our documents electronically. These files include utility customer applications and documents from City Council meetings. One of the areas that we have not used MCCI for is electronic workflow of city processes for example purchase orders, travel requests or permit approvals. This training from MCCI will allow us to learn the benefits of electronic workflows which will allow us to track the status of items such as purchase orders, travel requests, etc. and allow us to store these documents electronically, thereby saving paper costs. I recommend approval of the training services.
City Manager's Remarks:	City Council approval of the MCCI Training and Management Services outlined above is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

4/19/2018 7:00:00 PM

WPCP – Secondary #1 & #4 Screw Pump Lower Bearings

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The lower bearings in pumps #1 and #4 have failed, but both bearings can be rebuilt. The bearing in #1 was replaced with a spare we had in inventory and is currently operational. Pump #4 is currently inoperable. Each pump is rated at a capacity of 15 million gallons per day (MGD). The loss of #4 during the rainy season of the year is a severe operational constraint as it represents 30% of our total pumping capacity. Evoqua Water Technologies (Evoqua) has provided a quote to rebuild both bearings and provide technical oversight for the installation of the #4 bearing. I am requesting authorization of an amount not exceed \$23,500.00 for the rebuild of two lower bearings and installation of the #4 bearing once it is repaired. This is a budgeted item and will be paid from account 505.3330.52.2361 – Maintenance to WPCP.
City Manager's Remarks:	City Council approval of screw pump bearing work to be done by Evoqua Water Technologies, outlined above, is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



evoqua

WATER TECHNOLOGIES

Evoqua Water Technologies LLC

1828 Metcalf Avenue

Thomasville, GA 31792

Quote # 14083

Validity: 30 days

Date: 3/21/2018

Sales Quote

Freight PPD & Add

To: Bart Sears/ City of Cartersville, GA

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

Phone: 770-387-5816/ 770-548-7737

Fax:

From: Fergus Robinson

email:

Replacement parts for Evoqua

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

Item # 17

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	1		Lower Bearing Assy Without Stand 38 degrees #3200-4806-02 Shipping & Handling	\$12,000.00	EA	\$12,000.00 \$500.00	4 Weeks
2	1		Lower Bearing Assy With Stand 38 degrees #3200-4806-02 Shipping & Handling	\$19,950.00	EA	\$19,950.00 \$500.00	5-6 Weeks
3	2		Refurbish Lower Bearing Assy Shipping & Handling Note: On made to order & specialty parts. There is NO RETURN	\$7,500.00	EA	\$15,000.00 \$500.00	3-4 Weeks
				Total Sale Price			

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email Fergus.Robinson@evoqua.com

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

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

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

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

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

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

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

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

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

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

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

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

Accepted by Buyer:

Acknowledged by Seller: Evoqua Water Technologies, LLC

Signed

Signed

Printed Name

Printed Name

Title

Title

Date

Date

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



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
ATCO 10-inch Water Main Connection

SubCategory:	Bid Award/Purchases						
Department Name:	Water Department						
Department Summary Recommendation:	The ATCO Village area contains water lines that date back to the early 1900's. The City applied for a Community Development Block Grant (CDBG) in 2015 and 2016 to address deficiencies in this aging distribution system but was denied. Among the concerns in this area are undersized mains which restrict fire flow in certain areas. Replacement of the entire water distribution system is a multimillion dollar project for which funding is currently unavailable. Various interconnection scenarios were evaluated using our hydraulic water model to determine which project would produce the greatest benefit to the ATCO area. The winning project was the connection of an existing 6-inch water main in Mayflower Street to the 10-inch main in Sugar Valley Road. Doing so doubles fire flow in the areas of Pilgrim, Defender, Puritan and Mayflower north of Goodyear Avenue. This area is exceptionally weak because it currently is a one-way feed through a section of 4-inch main. The work consists of cutting in a 10-inch tee, installation of 80 linear feet of 10-inch main, installation of 20 linear feet of 6-inch main, the installation of 5 new valves and replacement of a non-functioning fire hydrant. Bids were taken for the work from the following three companies: <table><tr><td>WT Construction</td><td>\$28,206.01</td></tr><tr><td>C.H. Kirkpatrick & Sons</td><td>\$34,326.00</td></tr><tr><td>T.J. Lyle & Company</td><td>\$56,375.00</td></tr></table> I recommend approval of the WT Construction bid in the amount of \$28,206.01.	WT Construction	\$28,206.01	C.H. Kirkpatrick & Sons	\$34,326.00	T.J. Lyle & Company	\$56,375.00
WT Construction	\$28,206.01						
C.H. Kirkpatrick & Sons	\$34,326.00						
T.J. Lyle & Company	\$56,375.00						
City Manager's Remarks:	City Council approval of the low bid from WT Construction, outlined above, is recommended.						
Financial/Budget	This is a budgeted item and will be paid from account Cover Memo Item # 18						

Certification:	505.3320.52.2380 Maintenance to Mains.
Legal:	
Associated Information:	

WT Construction, Inc.

710 Pine Mountain Rd
GA 30153

Estimate

Date	Estimate #
3/7/2018	118

Name / Address
City of Cartersville Attention : Terry Jordan

Project

Description	Qty	Rate
Sugar Valley Road		
10' DIP	80	42.00
10" Valves with boxes,tees, and tie in	3	2,089.67
FH assembly with valve box	1	3,250.00
10" field lock gaskets	5	149.00
10" Mega lugs	10	48.00
Remove existing FH	1	250.00
10" Plug	1	75.00
3/4" threader rod	40	2.25
10x6 anchor tee	1	200.00
6" 90 degree bend	1	155.00
6" Hymax couplings	1	275.00
Tie in @ Pilgrim Street	1	850.00
6" DIP	18	20.00
Saw cut road	210	2.00
Days of Traffic control	3	1,200.00
GAB for road	72	28.50
Patch ditch line back with asphalt		4,950.00
Concrete thrust blocks	2	137.50
Mobilization	1	550.00
All asphalt and dirt to be hauled to City of Cartersville property. Ditch to be backfilled with GAB. City of Cartersville to kill water prior to cutting 10x10 valves in.		
Price does not include:		
- Manhole testing		
- camera testing		
- erosion control		
- clearing		
- staking		
- fence removal.		
Price does not include any unsuitable soils or unexcavatable rock, if encountered unit price will be agreed upon. Not responsible for private locators.		
Total		\$28,196.01
		Item # 118

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



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

March 7, 2018

City of Cartersville
Attn: Terry Jordan

**PROJECT: SUGAR VALLEY ROAD AND ATCO
WATERLINE CONNECTION**

We are pleased to quote the following:

ITEM DESCRIPTION	QUAN.	U/M
10" TIE END	1	EA
10" D.I.P. CL350	80	LF
10" GATE VALVE ASSEMBLY	3	EA
6" GATE VALVE ASSEMBLY	1	EA
10" X 10" M. J. TEE	1	EA
10' X 6" HYDRANT TEE'S	2	EA
10" M. J. PLUG	1	EA
FIRE HYDRANT ASSEMBLY (HYDRANT, 6" G.V., 6" ANCHOR COUPLING & ACCESS.)	1	EA
6" ANCHOR COUPLING	1	EA
6" 90 DEGREE BEND	1	EA
10" HY MAX COUPLING +/-OR 10" M. J. SOLID SLEEVES	2	EA
6" HY MAX COUPLING +/-OR 6" M. J. SOLID SLEEVE	1	EA
10" DEAD MAN ASSEMBLY (10" MEGALUG, 20" LF THREAD RODS, 4 EYE BOLTS, NUTS, WASHIERS)	1	EA
6" DEAD MAN ASSEMBLY (10 MEGALUG, 20" LF THREAD RODS, 4 EYE BOLTS, NUTS, WASHIERS)	1	EA
6" TIE END	1	EA
OPEN CUT STREET	1	LS
10" FIELD LOC GASKETS	5	EA
6" D.I.P. CL350	5	LF
LUMP SUM TOTAL	\$	34,326.00

All prices unit priced, field measured for final payment.

Payment net 30 days, 1 1/2% interest per month charged on past due accounts

Attorney's fees will be added if necessary for collection

Sincerely,



Tim Kirkpatrick

1481 Old Alabama Rd Taylorsville Ga 30178
770-607-0164 - Fax # 770-607-0593

QUOTE

Quote For: City of Cartersville Ga.

Item # 18

[illegible]

Quote EXCLUDES Engineering, Staking, Dewatering, Blasting and Handling Rock, Trench rock, Permits, NOI , NPDES Monitoring, Landscaping, Fencing, Encasements, Curb, Roadway Striping & Signage, Gas Line, Jack and Bore, Trash Cleanup or removal, Utility relocation or coordination, Testing, Concrete Flumes, Throats and Tops or Rings and Covers, Roadway Overlay, Electrical work, Handling Hazardous Materials, Demolition, private locates.

Signed: T.J. Lyle & Company Inc. Kirk Culler Date: 4-10-18

Signed: Owner / Owner Rep. _____ Date: _____

PLEASE PRINT NAME _____



Mayflower

Pilgrim

16m BWP

Mayflower

Item # 18





City of Cartersville

City Council Meeting

4/19/2018 7:00:00 PM

WPCP – NPDES Permit Requirement – Watershed Protection Plan

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	The City received a new National Pollution Discharge Elimination System (NPDES) permit which allows discharge of treated sewage into the Etowah River. One of the many conditions/requirements of the permit is the development, approval and implementation of a Watershed Protection Plan (WPP). This plan monitors water quality in the watershed of the receiving stream in an effort to maintain or improve water quality over time. In general, the plan will monitor at least six (6) locations during wet and dry periods, monitor fecal coliform bacteria loading, the health of certain fish species and the macroinvertebrate population. The WPP is similar in nature to required monitoring plans for stormwater compliance. Stormwater manages the Impaired Waters Plan (IWP) which requires similar stream monitoring. Rindt McDuff and Associates (RMD) developed this plan and is currently working on implementation. RMD was selected to develop the WPP based on their work with the IWP. We are hopeful that RMD can develop sample locations that will work for both plans, thus saving the City money on monitoring cost. RMD has submitted a proposal for development of the plan through approval by the Environmental Protection Division (EPD). Their fee for this scope of work is \$6,230.00. Once the WPP is approved, we will compare the WPP to the IWP and see how best to implement both. I recommend approval of the RMD proposal for development through plan approval in the amount of \$6,230.00.
City Manager's Remarks:	City Council approval of the agreement with RMD to complete the work outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.3330.52.1360 Engineering Fees.
Legal:	
Associated Information:	

Cover Memo



Rindt-McDuff Associates, Inc.
Engineering and Environmental Consulting



**TASK WORK ORDER
TO
GENERAL ENGINEERING SERVICES AGREEMENT
WITH RINDT-McDUFF ASSOCIATES, INC.**

Watershed Protection Plan (WPP) / REVISION

This Work Order is made and entered into this ____ day of _____, 2018 by and between RINDT-McDUFF ASSOCIATES, INC. (the "Engineer") and the **City of Cartersville, Georgia** (the "CLIENT").

For and in consideration of the mutual covenants, promises, and agreements set forth in the General Consulting Services Agreement, the parties hereto do execute this Work Order, which shall be incorporated into and become a part of said General Engineering Services Agreement between the parties dated 18 September 2015.

BACKGROUND

Rindt-McDuff Associates, Inc. sincerely appreciates the opportunity to submit this Task Work Order to the Cartersville Public Works Department. The services we are proposing herein would revise, develop, and implement the Watershed Protection Plan (WPP) in order to meet the conditions of the City's new NPDES Permit No. GA0024091 for the Water Pollution Control Plant discharge of treated wastewater to the receiving waters of the Etowah River in the Coosa River Basin. It is our understanding that this revision is a permit requirement due by February 12, 2019. The goal of the development of this plan is for EPD approval.

SCOPE OF WORK

This scope has been compiled from our discussions with you and our familiarity with similar projects for other municipalities. Please review this proposal and contact us for any clarification or adjustments that may be needed to efficiently accomplish your project. It is assumed that the City of Cartersville will supply any owner criteria if there are any special concerns to address that we are unaware of. The following tasks have been developed to outline the proposed scope of work.

The scope of services will include all services necessary for the development of the WPP. In order to achieve the above, Rindt-McDuff's proposed scope of services for the work as it relates to revision of the WPP is outlined as follows:

TASK - NPDES Permit No. GA0024091 Review / WPP Revision:

- A. Permit Review:** RMA will conduct a detailed analysis of all required permit tasks and compare these items to the current WPP tasks and BMPs.
- B. Comparison of Stormwater Management Plan and Impaired Waters Plan Tasks:** Other plans may have tasks that also meet the requirements of the WPP. RMA will review the Impaired Waters Plan (IWP) and Stormwater Management Plan (SWMP) in order to determine if any of those tasks may also fulfill some requirements of the WPP.

- C. Progress Report(s) to EPD:** The new permit requires submittal of a progress report to EPD every 6 months from the effective date of the permit and every 6 months thereafter until EPD approves the WPP. The report details the progress made towards developing an approved watershed protection plan.

OPTIONAL TASKS

- 1. Long-Term Monitoring:** 6 monitoring sites, 3 dry weather sampling events, 1 wet weather sampling event, and 2 geometric mean sampling events for fecal coliform. All samples to be collected per the terms of the WPP.
- 2. Habitat Assessments (Fish and Macroinvertebrates):** Biological monitoring consisting of habitat and biological assessments of benthic macroinvertebrate and fish communities will be conducted at 4 of the 6 monitoring sites per EPD Watershed Assessment and Watershed Protection Plan Guidance Documents. The assessments are to be completed in alternating years, 2 each, during the 5 years of the permit term, i.e. 2 fish assessments and 2 macroinvertebrate assessments within 5 years. The water quality data gathered during the assessments may also serve as a Long-Term monitoring event.
- 3. Annual Report:** Submitted to EPD each June 30th including an annual certification statement documenting that the plan is being implemented as approved; all watershed plan data collected during the previous year in an electronic format developed in coordination with EPD; a progress report that provides a summary of the BMPs that have been implemented and documented water quality improvements, including any necessary changes to the WPP.

COMPENSATION & INVOICING

RMA proposes to complete the work described above on a time and expense basis. Based on the above scope of work and assumptions, RMA estimates the cost of the proposed services will be approximately **\$6,230.00**. Cost itemizations are shown below:

Task	Cost Estimate
A - Permit Review	\$1,860.00
B - Comparison of Watershed Protection Plan Activities	\$3,300.00
C - Progress Report(s) to EPD	\$1,000.00
D - Expenses	\$70.00
Project Sub-Total	\$6,230.00
<i>Optional Annual Tasks (Fees shown per year)</i>	
1 – Long-Term Monitoring	\$25,000.00
2 – Habitat Assessments: Fish & Macroinvertebrates (alternating 2 each/5 years - \$48,000 total per 5 year period)	\$12,000.00
3 – Annual Report	\$4,500.00
4 - Expenses	\$140.00
Optional Annual Tasks Sub-Total	\$41,640.00

Invoicing will occur monthly, and will contain a description of services provided.

EXCLUSIONS

Rindt-McDuff can provide many other services that may be beneficial to you; essentially all of the excluded services. Please contact us if you have any questions or needs that we have not anticipated.

The following tasks are excluded from the scope of work for this contract:

- Project funding assistance
- BMP implementation, coordination, and/or measurement
- Public meetings
- Modifications due to new/changed regulations after the date of this proposal
- Surveyor services, inventory mapping, outfall mapping, etc.

SCHEDULE

The project tasks will begin immediately upon our notice to proceed. We anticipate the following Project Schedule:

- A. Draft Report Submittal –June 30, 2018
- B. Final Report Submittal – January 30, 2019

ACCEPTANCE

Thank you for your review of this Task Work Order proposal. We welcome the opportunity to discuss this project further with the City of Cartersville. If you have any questions concerning this proposal or would like to discuss this matter in greater detail, please call. We look forward to working together.

Sincerely,

RINDT-MCDUFF ASSOCIATES, INC.



Roger Cox, PE
 Department Manager - Civil/Site Engineering

WATERSHED PROTECTION PLAN REVISION TASK ORDER ACCEPTED:

City of Cartersville

WITNESS:

 Signature

 Matthew J. Santini
 Print Name

 Mayor – City of Cartersville
 Title

 Date

 Signature

 Meredith Ulmer
 Print Name

 City Clerk
 Title

 Date



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Donn Drive Aerial Sewer Elimination

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	There is an aerial sewer crossing of Pettit Creek near the CSX bridge just off of Donn Drive. This crossing has settled causing the pipe to have negative slope. Instead of being lowest on the downstream end the pipe is higher which causes water to back up in the pipe. Additionally, this crossing is a source of surface water infiltration to the sewer when the creek rises due to heavy rain. Rindt-McDuff and Associates (RMA) has produced the attached proposal for project design through construction oversight. The intent is to add this to the Mission Road Sewer Project scheduled to start in early FY2018 – 2019. The work will consist of redirecting the existing sewer into the 48-inch sewer main on the west side of the creek and abandoning the entire creek crossing. RMA is requesting \$19,215.00 for the defined scope of work. I recommend approval of their proposal.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	This will be paid from account 505.3320.52.2341 Maintenance to Sewers.
Legal:	
Associated Information:	



Rindt-McDuff Associates, Inc.
Engineering and Environmental Consulting



TASK WORK ORDER
TO
RINDT-McDUFF ASSOCIATES, INC.

MISSION ROAD GRAVITY SEWER REPLACEMENT – PHASE 3 ADDITIONAL SERVICES

This Task Work Order is made and entered into this ____ day of _____, 2018 by and between **Rindt-McDuff Associates, Inc.** (the "Engineer") and the **City of Cartersville, Georgia** (the "CLIENT").

For and in consideration of the mutual covenants, promises, and agreements set forth in the General Consulting Services Agreement, the parties hereto do execute this Task Work Order, which shall be incorporated into and become a part of said General Engineering Services Agreement between the parties dated 18 September 2015.

BACKGROUND

The CWD has identified a sewer collection system concern near Donn Drive, where an existing gravity sewer line crosses Pettit Creek via aerial crossing adjacent to the CSXT railroad track. The CWD can eliminate the aerial crossing if the sewer is re-routed to another existing sewer main on the west side of the creek. Due to the relative size of this sewer improvement project and given its proximity to the Mission Road Phase 3 project area, it would be economically beneficial for the City to add this effort to the Mission Road Phase 3 project currently underway.

SCOPE OF WORK

RMA proposes to perform necessary reconnaissance and data collection, and then outline the requirements for a field run survey of the existing sanitary sewer system within the target area (to be completed by a sub-consultant). We anticipate the survey will include a center-line profile of the existing grades and surface profile, manhole depths and locations, verification of existing pipe sizes and materials, and relevant property/right-of-way information. Rindt-McDuff will recommend the proposed vertical and horizontal alignments, review and confirm with CWD, and produce the required construction documents. The scope of services will include all engineering and design services for permitting, easement drawings, and construction documents which comply with all relevant Federal, state, and local laws and requirements. Rindt-McDuff will also provide construction management and part time inspection services (to supplement the full-time inspection being conducted by the CWD).

In order to achieve the above, Rindt-McDuff's proposed scope of services is outlined as follows:

1. Database Development and Study Area Review
 - Utilize GIS base mapping (provided by the Water Department);

- Perform a field inspection of the study area to locate and identify all pertinent existing features;
- Call locates as needed to confirm utility locations.

2. Survey and Pre-Construction Staking (Sub-consultant)

- Rindt-McDuff will retain the services of a land surveyor registered in the state of Georgia, preferably a local Cartersville business;
- The survey will establish a basis of design for the proposed sewers by establishing the best alignments and grades of the sewers taking into consideration surface and anticipated subsurface conditions, as well as environmental conditions encountered. The field surveying will include establishing horizontal and vertical controls, and gathering sufficient planimetric data to appropriately design the horizontal alignment and vertical profile of the proposed sewer. Data collection will involve the identification and location of other utilities and aboveground and underground features that may be impacted by construction activities.
- Easement drawings (assume 4 required);
- Pre-Construction Staking;

3. Engineering/Design Services

- Coordinate with the Water Department to identify failing and problem areas within the project area, and determine the best course of rehabilitation, including preliminary engineering / alternative analysis of alignments, methods, and materials;
- Perform engineering design services implementing Water Department design standards, specifications, and guidelines in each phase of the design, as applicable;
- Attend a meeting with Water Department personnel to review preliminary layout, and then proceed with the final design;
- Prepare required construction documents (plan and profile);
- Prepare easement drawings as needed;
- Develop Erosion and Sediment Control Plan;
- Prepare construction cost estimate.

4. Permitting Services

- Obtain any needed State or local permits;
- Submit plans through city or county plan review;
- Environmental Protection Division, Georgia Department of Natural Resources, for vegetative stream buffer encroachment (**not anticipated**), if a variance is necessary (**not anticipated**);
- Utility crossings and encroachments (including gas, power, cable, electric, etc.), as necessary;
- Army Corps of Engineers permitting is not anticipated.

5. Specification Development

- Prepare and assemble contract documents and technical specifications to describe all elements of the work to be done;
- Incorporate any standard Cartersville Water Department bidding and contract requirements and specifications in the documents as appropriate;

- Prepare technical specifications in the Construction Standards Institute (CSI) format.

6. Easement Acquisition

- Facilitate Water Department with easement acquisition, as necessary;

7. Bid Phase Services

- Facilitate bid advertisement;
- Distribute plans and specifications to bidders;
- Respond to inquiries and issue addenda if necessary;
- Evaluate bids received, and provide a written recommendation of award;
- Administer pre-construction conference with successful bidder;
- Prepare conformed drawings, incorporating all changes made by addenda during the advertisement period and provide drawings in paper form and in digital form, as both a .pdf file and a CADD file, compatible with Water Department formats.

8. Construction Phase Services/Periodic Inspection/Record Drawing Submittals

- Provide construction management services, including review of shop drawing submittals; contractor pay requests, and change order requests;
- Provide part time construction inspection services, as required, to supplement the full time inspection that will be completed by CWD;
- Provide Record Drawing and attribute data for transfer to Water Department GIS.

COMPENSATION & INVOICING

Rindt-McDuff proposes to complete the scope of services described herein based on the following work schedule:

Item No.	Item	Fee
1	Database Development and Study Area Review	\$ 1,100
2a	Survey	\$ 5,235
2b	Pre-Construction Staking (sub-consultant)	\$ -
2c	Easement Drawings (4 @ \$350 ea.)	\$ 1,400
3	Engineering/Design Services	\$ 3,600
4	Permitting Services	\$ 2,100
5	Specification Development	\$ 400
6	Facilitate Easement Acquisition	\$ 1,100
7	Bid Phase Services	\$ -
Additional Design Phase Subtotal (Fixed Fee)		\$ 14,935
8	Construction Phase Services	
	Construction Administration (2 weeks of construction)	\$ 2,080
	Construction Inspections (10 hrs/week for 2 weeks)	\$ 2,000
	Construction phase expenses/mileage (est.)	\$ 200
Additional Construction Phase Subtotal (Hourly Rates)		\$ 4,280
Additional Services Total		\$ 19,215

Proposed Compensation Summary			
	Original Mission Road Phase III	Additional Services	Revised Totals
Design Phase Subtotal (Items 1-7)	\$ 69,935	\$ 14,935	\$ 84,870
Construction Phase Services (Item 8)	\$ 50,810	\$ 4,280	\$ 55,090
Allowances	\$ 27,500	\$ -	\$ 27,500
Total	\$ 148,245	\$ 19,215	\$ 167,460

Invoicing will occur monthly, and will contain a description of services provided, as follows:

Design phase work (Items 1 – 7) will be considered Fixed Fees, and will be invoiced on a percent complete basis. Our costs for all anticipated design phase project expenses (mileage, printing, etc.) are included in the fixed fee schedule.

Construction phase work (Item 8) will be considered Hourly work. Labor and construction phase project expenses (mileage, etc.) will be invoiced based on the hourly rates schedule included as Attachment “A” in our General Engineering Services Agreement.

155'

Item # 20

Task Work Order for Mission Road Phase 3 include additional survey/easement needs, sewer design for segments beyond the target corridor that are identified by the Owner during design or construction, and geotechnical engineering/construction materials testing. At closeout of this Task Work Order, all funds remaining in Allowance item(s) will be retained by the Owner.

SCHEDULE

The project tasks will begin immediately upon our notice to proceed. We anticipate the following Project Schedule:

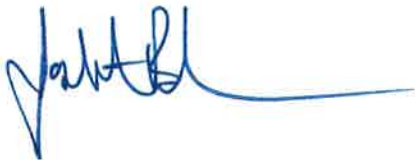
- Preliminary Design Meeting – 15 Calendar Days after NTP
- Final Submittal – 25 Calendar Days after NTP

Please note that the above dates are based on a presumed delivery time of 2 weeks from a notice to proceed for the field survey deliverables (by sub-consultant). If the survey is delayed, the work product will be delayed the same.

Thank you for your review of this Task Work Order proposal. We welcome the opportunity to discuss this project further with the Cartersville Water Department. If you have any questions concerning this proposal or would like to discuss this matter in greater detail, please call. We look forward to working together.

Sincerely,

RINDT-MCDUFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Joshua A. Becker', with a long horizontal flourish extending to the right.

Joshua A. Becker, PE
Project Manager – Municipal Services

Attachment: Surveyor Proposal

TASK WORK ORDER ACCEPTED:

City of Cartersville

Signature

Matthew J. Santini
Print Name

Mayor – City of Cartersville
Title

Date

WITNESS:

Signature

Meredith Ulmer
Print Name

City Clerk
Title

Date

Item # 20

ATTACHMENTS



ATTACHMENT A
RATE SCHEDULE - RINDT-MCDUFF ASSOCIATES, INC.

Admin/Clerical I	\$55.00
Admin/Clerical II	\$65.00
Environmental Specialist I	\$70.00
Environmental Specialist II	\$80.00
Environmental Specialist III	\$90.00
Environmental Specialist IV	\$100.00
Environmental Manager	\$130.00
Construction Inspector I	\$70.00
Construction Inspector II	\$80.00
Construction Inspector III	\$90.00
Construction Inspector IV	\$100.00
CADD Technician I	\$70.00
CADD Technician II	\$80.00
Designer I	\$80.00
Designer II	\$90.00
Designer III	\$100.00
Senior Designer	\$115.00
Engineer I	\$100.00
Engineer II	\$110.00
Engineer III	\$120.00
Engineer IV	\$130.00
Engineer V	\$140.00
Engineer VI	\$150.00
Principal	\$160.00
Senior Principal	\$190.00
Expenses	
Mileage	Current IRS Rates
Per Diem	\$35.00
Other Direct Charge Mark up	15%

Item # 20

Good Through Calendar Year 2015 (modified 8/19/15)

Donn Drive Aerial Sewer Elimination

There is an aerial sewer crossing of Pettit Creek near the CSX bridge just off of Donn Drive. This crossing has settled causing the pipe to have negative slope. Instead of being lowest on the downstream end the pipe is higher which causes water to back up in the pipe. Additionally, this crossing is a source of surface water infiltration to the sewer when the creek rises due to heavy rain.

Rindt-McDuff and Associates (RMA) has produced the attached proposal for project design through construction oversight. The intent is to add this to the Mission Road Sewer Project scheduled to start in early FY2018 – 2019. The work will consist of redirecting the existing sewer into the 48-inch sewer main on the west side of the creek and abandoning the entire creek crossing.

RMA is requesting \$19,215.00 for the defined scope of work. I recommend approval of their proposal. This will be paid from account 505.3320.52.2341 – Maintenance to Sewers.



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Loose Equipment for New Fire Truck

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	Respectfully request permission to purchase the budgeted loose equipment such as hose, nozzles, axes, mounting brackets, forcible entry tools, etc. for the new fire truck. All individual pieces can be seen with the attached quote. Low bids were sought with the identical list being sent to four vendors. We recommend the low bid from Municipal Emergency Services for a total price of \$18,803.49. This will be a lease pool item attached to the new fire truck.
City Manager's Remarks:	This equipment goes with the new fire truck. City Council approval of the low bid from Municipal Emergency Services is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid with leasepool proceeds.
Legal:	N/A
Associated Information:	N/A

Cartersville Fire Department

Equipment Bid Tabulation

04/05/2018

Vendor	Meet Specifications?	Total Price
Municipal Equipment Company	Yes	\$22,120.00
Ten 8 Fire and Safety	Yes	\$20,903.67
Fireline Equipment	Yes	\$20,061.00
MES	Yes	\$18,803.49

Recommendation:

Low bid- MES for a total of \$18,803.49. Price includes all freight with a deliver date by June 1st 2018



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Page 1 of 2

Date

3/26/2018

Quote #

QT1165237

Expires

7/25/2018

Sales Rep

Adams, Jeremy L

PO #

Shipping Method

FedEx Ground

Bill To

CARTERSVILLE FIRE DEPT
P.O. BOX 1390
19 N. ERWIN STREET
CARTERSVILLE GA 30120
United States

Ship To

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
FH10WB			FOR 1X50 NST WHITE Stencil "CARTERSVILLE FD"	4	61.67	246.68
FIREQUIP Hose	DJ17W15		DJ17W15 FIREQUIP Hose Stencil "CARTERSVILLE FD"	2	40.00	80.00
FIREQUIP Hose	DJ25W15		DJ25W15 FIREQUIP Hose Stencil "CARTERSVILLE FD"	2	55.56	111.12
DJ17WB			DJ800 1.75in Diameter NST White 50ft Fire Hose Stencil "CARTERSVILLE FD"	16	84.45	1,351.20
DJ25WB			DJ800 2.5in Diameter NST White 50ft Fire Hose Stencil "CARTERSVILLE FD"	8	122.24	977.92
HS50YB			HYDROFLOW5X50STZYELLOW Stencil "CARTERSVILLE FD"	2	331.15	662.30
02513004			Nozzle Select-O-Matic 1.5F Base 60-200GPM @ 100psi w/Grip Yellow Bumper	2	663.33	1,326.66
02513004			Nozzle Select-O-Matic 1.5F Base 60-200GPM @ 100psi w/Grip Orange Bumper	2	663.33	1,326.66
01290201			Nozzle Select-O-Matic 2.5F Base 75-325GPM @ 100psi w/Grip	1	825.94	825.94
02524001			Playpipe Elk-O-Lite 2.5F x 1.5M, w/ ladder hook B-278-L	2	635.94	1,271.88
01295001			Nozzle Select-O-Matic 1.5 inch F Base 75-325GPM @ 100psi TSM-30F	2	574.47	1,148.94
ELKHART Adapters	03972001		03972001 ELKHART Adapters 241-95, 2.5 FNH x 1.5 MNH, 95 GPM, Painted w/brass trim, NST	1	481.15	481.15
03976201			FOAM AERATION TUBE	1	203.98	203.98
08297252			Monitor Stinger 2.0 (2) 2.5F Elk-O-Lite handwheel upper and	1	2,513.04	2,513.04
08298000			8298F top mount adapter 3 inch flange	1	235.18	235.18
03779201			Master Stream X-Stream 2.5F Base 300-1200GPM @ 75psi Elk-O	1	888.53	888.53
00381101			Hydrant valve Gate 2.5F x 2.5M Elk-O-Lite	3	356.53	1,069.59
79803012			Valve Piston Intake Blk Max 5 Storz X 6 NHLHF	1	1,515.18	1,515.18

Item # 21



Quote

Page 2 of 2

Date

Quote #

3/26/2018

QT1165237

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
			WITHOUT CAP			
S54L545			ADAPTER 5.0STORZX4.5(F)SWL THR	1	121.36	121.36
01519000			Wrench Kit Elk-O-Lite 470 kit with wrenches	1	138.04	138.04
01508001			Hydrant Wrench S-454-S, adjustable, with storz and rocker lug	1	85.16	85.16
71297000			Wrench Spanner Elk-O-Lite Universal	4	22.28	89.12
KS3			WRENCH UNIVERSAL 4 inch, 5 inch STORZ	4	13.81	55.24
571			Hose and Ladder Strap, 1in nylon webbing, lightweight alumin	4	33.57	134.28
FRW			5' Fire Rake w/ Ash Handle	4	38.74	154.96
22-000522			PRY-AXE ONLY WITH METAL CUTTING CLAW	1	323.90	323.90
1004			HANDLELOK GRIP RANGE 1/8 inch - 1-3/4 inch Pry-Axe Brackets	2	34.76	69.52
1004			HANDLELOK GRIP RANGE 1/8 inch - 1-3/4 inch Halligan Mounting Brackets	4	34.76	139.04
1004			HANDLELOK GRIP RANGE 1/8 inch - 1-3/4 inch Pry Bar Brackets	2	34.76	69.52
1004			HANDLELOK GRIP RANGE 1/8 inch - 1-3/4 inch Axe Brackets	4	34.76	139.04
44315			Vulcan 180 Vehicle Mount System - 12V DC direct wire, includes quick release shoulder strap - Orange	3	156.29	468.87
442RD			HYDRANT BAG RED WITH TOUGH BOTTOM	1	96.88	96.88
1004			HANDLELOK GRIP RANGE 1/8 inch - 1-3/4 inch Sledge Hammer Brackets	2	34.76	69.52
K5029 1			BOLT CUTTERS MOUNTING KIT	1	44.51	44.51
KD-ULLH			1054 LOAD & LOCK WALKAWAY® BRACKETS Unassembled bracket with strap	1	84.19	84.19
34880011			DSCH PIPE 2.5 NH X 2.5 NH PY #	1	284.39	284.39

Subtotal 18,803.49
Shipping Cost (FedEx Ground) 0.00
Total \$18,803.49

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1165237

Item # 21



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Interactive Displays for Electric Dispatch Center

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The electric department is requesting your authorization of an expense in the amount of \$19,389.82 to purchase and install (2) interactive displays. The reasons for this purchase include: 1. Better visibility of our system map. 2. Better visibility for safety and training presentations. 3. The ability to note temporary abnormal conditions on our system map electronically. 4. The ability to display our system information in real-time, as opposed to using post-it notes until an updated map is plotted and mounted to the wall. 5. As the city migrates to an AMI system, the impending outage tracking system that would be integrated would need a full-time monitoring point. 6. In order to cut down on traffic in the small dispatch office, the 2nd display would be remotely located and enable other employees to review the system map as needed without congregating in the dispatch office. This was a budgeted item in the amount of \$21,000. We are asking for approval of the lowest comparable bid and would like to award the purchase to <i>Unified AV Systems</i> for \$19,389.82.
City Manager's Remarks:	City Council approval of the purchase from Unified AV in the amount of \$19.389.82 is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Unified AV Systems
161 Austin Avenue NE
Marietta, GA 30060
866-980-UAVS(8287)
www.unifiedav.com

FAX: 770-422-5228

Quote# Q68123 Page 1 of 2
 Date 4/12/2018
 Expires 7/11/2018
 Title Electric Dept. Interactive Display
 Ship Method
 Payment Terms Net 30
 Invoicing Terms Upon Completion
 Sales Rep Erica Green
 egreen@unifiedav.com

Bill To

City of Cartersville
 1 North Erwin Street
 Cartersville GA 30120

Ship To

City of Cartersville Public Safety Headquarters
 195 Cassville Road
 Cartersville GA 30120

Quantity	Item	Description	Price	Amount
		65" CleverTouch Wall Mounted		
1	CLEVERTOUCH 15465PRO	Clevertouch Pro LUX Series 65"Series, LED 4K with integrated Android 5.1/6.0 OS, LUX interface, multi platform PC/android combined, 20 point touch, 16Gb internal hard drive, 2Gb RAM, anti-glare, freeze frame, USB A-B cable, 3 x HDMI, 1 x HDMI Out, 1 x Displayport, VGA,	4,988.97	4,988.97
1	CHIEF XSM1U	Micro-Adjust Fixed Wall Mount, X-Large	193.09	193.09
1	Freight	Shipping and Handling	235.29	235.29
		75" CleverTouch with Mobile Cart		
1	CLEVERTOUCH 15475PRO	Clevertouch Pro LUX Series 75" LED 4K with integrated Android 5.1/6.0 OS, LUX interface, multi platform PC/android combined, 20 point touch, 16Gb internal hard drive, 2Gb RAM, anti-glare, freeze frame, USB A-B cable, 3 x HDMI, 1 x HDMI Out, 1 x Displayport, VGA,	6,601.63	6,601.63
1	CHIEF LPAUB	Large FUSION™ Manual Height Adjustable Mobile Cart	827.93	827.93
1	CHIEF FCA500	Fusion Large Shelf	76.95	76.95
1	Freight	Shipping and Handling	397.65	397.65
1	MISC-CABLES.	Plenum Cables, Connectors, Wall plates & Misc. Installation Hardware	62.50	62.50
1	Labor Group Summary	Labor Summary to Include: •Site Survey and Space Planning •In-Shop Assembly or Rack Integration and Testing •On-Site Installation •Project Management •Design Engineering and Signal Flow Diagrams •System Testing and Commissioning		1,091.76
1	90DSA	90 Day Installation Warranty Includes Parts and Labor Travel is included within 60 miles of a service center per Map Quest. The cost for extended coverage areas is \$1.00 per mile	0.00	0.00
		Option		
2	CLEVERTOUCH 1541041	4K PC Module OPSi5, i5 CPU, 4GB RAM, 128SSD, Supports 4K2K Video, Windows 10	1,112.17	2,224.34
		Extended Warranties		
1	One Year Platinum	This One Year Platinum Service Agreement Includes: •2-hour telephone and e-mail response time •On-site technician response next business day •Covers all labor and parts needed to correct any system malfunction •One (1) annual preventative maintenance visit •Detailed repair and performance reports as needed •Self-reporting online service tool to open a service ticket and provide current	1,002.00	1,002.00
Item # 22				

Quantity	Item	Description	Price	Amount
1	One Year Gold	repair status •Unlimited help desk support This One Year Gold Service Agreement Includes: •2-hour telephone and e-mail response time •On-site technician response within two (2) business days •Covers all labor and parts needed to correct any system malfunction •Detailed repair and performance reports as needed •Self-reporting online service tool to open a service ticket and provide current repair status •Unlimited help desk support	668.00	668.00
1	One Year Silver	This One Year Silver Service Plan Includes: •2-hour telephone and e-mail response time •On-site technician response within two (2) business days •Covers all labor needed to correct any system malfunction •Detailed repair and performance reports as needed •Self-reporting online service tool to open a service ticket and provide current repair status •Unlimited help desk support	334.00	334.00
1	CLEVERTOUCH CT-1EW55-70	1-Year Extended Warranty on Clevertouch (55"-70") Interactive Panels (this gives a total of 4 years coverage if purchasing this extended warranty)	278.57	278.57
1	CLEVERTOUCH CT-1EW75-86	1-Year Extended Warranty on Clevertouch (75"-86") Interactive Panels (this gives a total of 4 years coverage if purchasing this extended warranty)	407.14	407.14

Quotation is Valid for 90 Days. Products are covered under the Manufacturer's warranty.

Applicable Freight(FOB Origin), permit fees, state and local taxes will be added to invoice unless otherwise noted above.

Order Cancellation may be subject to a Restocking Charge. Down payments are due upon contract award. All other

invoices are due NET 30, unless otherwise noted above.

For credit card transactions over \$2,000 a 2% processing fee will be added to the total payment.

This proposal (including drawings, specifications, and designs) is the proprietary property of Unified AV Systems, shall not be disclosed outside the Client to whom it is addressed, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal.

Approved:

Signature _____

Order Approval and Confirmation of attached Terms and Conditions

Total \$19,389.82

Item # 22

Proposal

Audio/Visual System City of Cartersville Interactive Displays

State of Georgia AV Tier I & II (SPD0000021 & SPD0000048)



Date: March 22, 2018

Quote #: 7167

To:

From:

Onepath
170 Chastain Meadows Court
Kennesaw, GA 30144
678-695-5500 - Phone
678-460-2501 - Fax

Project Name:

Onepath Representative:

City of Cartersville
Interactive Displays

Dan Ford - 404-432-0480 -
dford@1path.com

195 Cassville Road
Cartersville, GA 30120



Safety is a big concern for our Customers and it is for Onepath as well. Onepath considers safety to be a vital part of all project planning and key to a quality cost-effective implementation. Our commitment to quality is born out in training programs online, in class. We also perform on-site Tool Box talks on construction sites, and frequent on-site equipment checks.

Project Overview

Two interactive displays: one 75" on a mobile cart, a second 65" mounted on the wall.
Clevertouch Pro Series 65" with wall mount & Clevertouch Pro Series 75" on mobile cart.
Substitute Avocor in the same size ranges with any needed peripherals such as PC if needed.

Statement of Work - Audio Visual System

Specification & Drawings Information

Date March 22, 2018
Revision # 0
Drawings N/A

Specification N/A
Addenda N/A

Provide and install a wall mounted 65" interactive display, in designated area. Power and network connection (existing or provided by others) will be required at the display location.

Provide and setup a mobile cart with a 75" interactive display. The display height on the cart is manually adjustable - the center of the display being adjustable from approximately 4' to 5' above the floor. Power and network connection (existing or provided by others) will be required at the cart location.

Service Offerings

	<u>Silver</u>	<u>Gold</u>	<u>Platinum</u>
Unlimited Phone Support Hours Mon-Friday: 6AM-5PM EST	6 hours	4 hours	2 hours
Priority Dispatch Mon-Friday: 6AM-5PM EST	3-5 Days	Next Day	Same Day
Labor Rates	Standard Rates Apply	15% Off	50% Off
After-Hours Labor Rates	After-Hours Rates Apply	10% Off	35% Off
Equipment Coverage	<u>Warranty:</u> Depot Service on years 1-3. <i>Standard labor rates apply.</i>	<u>Warranty:</u> Depot Service on years 1-3. <i>Discount labor rates apply.</i>	<u>Warranty:</u> Depot Service on years 1-3. <i>Labor Rates Included in Plan.</i>
		<u>Replacement:</u> Plan Labor Rates & 5% Equipment Discount.	<u>Replacement:</u> Plan Labor Rates & Full Equipment Replacement.
<u>Preventative Maintenance Program:</u> Equipment cleaning, calibration, full system test, and updating firmware if applicable	Annually	Annually	Bi-Annually

One Year	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00
Two Years	\$ 2,000.00	\$ 2,500.00	\$ 3,750.00
Three Years	\$ 2,500.00	\$ 3,750.00	\$ 5,000.00
Four Years			\$ 6,250.00
Five Years			\$ 7,500.00

Labor Rates	Monday-Friday: 7AM-4PM EST	\$130/hr per technician	Minimum of 2 hours
	Saturdays and After Hours	\$195/hr per technician	Minimum of 3 hours
	Sundays and Holidays	\$260/hr per technician	Minimum of 3 hours

Lifts/scaffolding and software upgrades not included. See terms and conditions for additional exclusions.

Project Exclusions

Unless otherwise specified, the following work is **not** included in our scope of work:

All conduit, raceways, high voltage wiring, breakers, relays, boxes, receptacles, etc.

Concrete saw cutting and / or core drilling.

Fire wall, ceiling, roof and floor penetration including fire caulking or seal

Necessary sheet rock replacement and or repair.

Necessary ceiling tile or T-bar modifications, replacement and/or repair.

Any and all millwork (moldings, trim, etc.).

Painting and patching.

Permits (unless specifically provided for elsewhere in the contract).

HVAC and plumbing relocation.

Custom programming remains the intellectual property of Onepath Systems in all cases.

Customer Provisions & Responsibilities – customer will provide and or complete the following:

All high voltage wiring will also be the responsibility of the Owner or its General Contractor using a licensed electrician of your choice unless otherwise provided for in this agreement

All conduit paths with pull strings to the floor box in each room.

AC power will be made available above the ceilings and wall of each room to power all A/V equipment including but not limited to projectors, video screens, speakers, display devices, interactive whiteboards and AV control systems.

ONEPATH SYSTEMS requests access to the building from 7:00 am to 9:00 pm Monday-Friday during the installation process.

Customer to coordinate with General Contractor or building owner to provide uninterrupted access to the installation site and suitable secure space for the storage of A/V equipment before and during installation. ONEPATH SYSTEMS cannot assume responsibility for the condition or adequacy of the facility in which the system is to be stored, installed or operated.

Customer to provide a 110 VAC circuit to all specified equipment locations. These circuits cannot be "shared" with other items, such as lighting, phone systems, etc.

Customer to provide all computer equipment and peripheral cables (mouse and keyboard cables).

ONEPATH SYSTEMS strongly recommends that all electrical circuits supplying power to the system originate from the same power panel and phase. ONEPATH SYSTEMS will take all possible precautions to prevent hum or distortions created by ground differential, electromagnetic or electrostatic fields and to supply adequate ventilation to all equipment as specified by the manufacturer. ONEPATH SYSTEMS will notify you of any hum or distortions beyond ONEPATH SYSTEMS' control caused by interference with the building structure, electrical or existing equipment and advise you of the alternatives to alleviate the problem. ONEPATH SYSTEMS will advise you of any unsatisfactory operating condition due to temperature, humidity, ventilation, mechanical structure or other safety concern.

ONEPATH SYSTEMS is not responsible for HVAC air handling systems that cause the ceiling to vibrate and thus the projected image. If such issue arises, ONEPATH SYSTEMS will require a new order for time and materials to try and correct this issue. This has a history of being resolved 90% of the time, however there have been certain instances where projector vibration cannot be avoided.

Customer is responsible for all parts and materials shipped to the job site that has been signed for by the customer.

Any additional work not listed in the original scope of work will require a Change Order. Each Change Order will be subject to a minimum \$150.00 fee plus time, engineering costs and materials.

ONEPATH SYSTEMS cannot be responsible for any delays or interruptions in installation or completion of the A/V system caused solely by other parties. Any such delays that materially changes or delays the completion of this agreement are subject to additional charges to customer by ONEPATH SYSTEMS Presentation Systems.

Terms & Conditions

1. Prices And Payment - The total price for the Equipment and Services shall be stated in the applicable Order. Expedited Orders may involve additional charges. Unless otherwise stated in the applicable Order, Customer's payment for cash or leased transactions is invoiced and due as follows: (a) Maintenance Service – at completion of testing and inspection, (b) Equipment Only Orders - 20% of the Total Equipment Price with Order, remainder at Equipment delivery, (c) Equipment and Installation Services - 30% of the total with the execution of the order and progress payments throughout the implementation of the order. Maintenance and Monitoring Services are invoiced and payable in advance (unless stated otherwise in the Order) beginning at Implementation at Customer's individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Customer shall pay the amounts agreed to and invoiced by Onepath Systems, LLC. within thirty (30) days of receipt of invoice. The amounts listed in the Order are exclusive of, and Customer shall pay, a related delivery costs. If shipping charges are shown on an Order, they are an estimate only and shipping charges involved may vary from the estimate shown on the Order. In the event of a dispute between Customer and Onepath Systems, LLC. as to the correctness of items appearing on Onepath System's invoice, Customer may withhold payment of the disputed items only.

2. Taxes - All charges include applicable federal, state and/or local taxes and fees.

3. Risk of Loss or Damage - All risk of loss or damage shall pass to Customer as to each item of Equipment on the date of delivery.

4. Changes In Customer Orders – Changes to an Order may only be made following agreement of Customer and Onepath Systems, LLC. to the change. If Customer and Onepath Systems, LLC. agree to minor changes in the Equipment or Services prior to Implementation, then Customer shall be charged or credited for the changed items. Appropriate documentation may be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an Order or to return Equipment is subject to Onepath Systems, LLC.'s ability to return the Equipment to the manufacturer. Reasonable restocking, shipping and handling charges may be assessed with respect to any items deleted or returned.

5. Limited Warranties – Onepath Systems, LLC. warrants that at Implementation, and for the duration of the warranty period referred to below, each item of Equipment, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 6 and is used according to standard operating instructions issued by the manufacturer or Onepath Systems, LLC. Unless otherwise stated in the Order, the warranty period for Equipment installed by Onepath Systems, LLC. is twelve (12) months from Implementation. In addition, (a) the warranty period for Equipment moves, additions and changes shall be the greater of ninety (90) days or the remainder of the current annual service period of the system to which the Equipment is being added; (b) if Equipment is purchased without Onepath Systems, LLC. installation ("Drop Ship"), Onepath Systems, LLC. will provide Depot Warranty Service for a period of ninety (90) days from the shipment date unless otherwise stated in the Order; and (c) CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER FROM ONEPATH SYSTEMS, LLC. Any warranty service for "As Is" Equipment will be provided directly by the manufacturer of such Equipment. Such Equipment shall be clearly indicated on the applicable Order as Manufacturer's Direct Warranty Service ("MDWS"). The warranty period will not be enlarged by Onepath Systems, LLC.'s repair or replacement thereof.

6. Warranty and Maintenance Service Exclusions - Onepath Systems, LLC. shall respond to any service call requested by Customer; however, Customer acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, war, terrorism, virus, failure of Customer to maintain a proper operating environment, or repair relocation, damage or alteration of the Equipment by anyone other than Onepath Systems, LLC. or its designated agents. Warranty and Maintenance Services do not cover any Customer provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these excepted causes made by Onepath Systems, LLC shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at Onepath System's then current rates.

7. Default by Customer - Upon any default by Customer under this Agreement, including the refusal to accept conforming Equipment or Services, Onepath Systems, LLC. may exercise all remedies to which Onepath Systems, LLC. may be entitled at law or in equity, including specific performance. Additionally, Onepath Systems, LLC. may declare all sums due or to become due hereunder immediately due and payable, and Onepath Systems, LLC. shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Onepath Systems, LLC. shall not be obligated to perform Services hereunder rights under this Agreement. If Onepath Systems, LLC. elects to continue performing under any Order, Onepath Systems, LLC.'s actions shall not constitute a waiver of any default if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Onepath Systems, LLC. may suspend or cancel any outstanding, unfulfilled Orders.

8. Contingencies - Onepath Systems, LLC. shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Onepath Systems, LLC. or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver Equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

9. Reasonable Access - Accuracy – Customer will designate in writing to Onepath Systems, LLC, a Customer Project Manager responsible for all communications between Onepath Systems, LLC, and Customer in connection with the Services. To ensure the timely and accurate provision of Services, Customer will be required from time to time to provide access to Customer locations, information and staff resources during Onepath Systems, LLC's regular business hours. If pre-scheduling is required to be on-site to perform Services, Customer will inform the Onepath Systems, LLC, Project Manager prior to the scheduled performance date. Scheduled Service that is unable to be performed due to Customer's constraints will result in additional charges if a delay or re-dispatch of Onepath Systems, LLC, personnel is required. Should such access to locations, Customer personnel and information not be provided, Customer is responsible for any resulting Service delays or added costs. The accuracy of information regarding the various internal requirements of the Service is solely Customer's responsibility.

10. Indemnity - Customer agrees to indemnify, defend and hold harmless Provider from and against any and all claims, losses and lawsuits, including, without limitation, the payment of all damages, expenses, costs and attorney fees incurred by Provider, its employees and agents, (a) for any patent, copyright, trademark or trade name infringement claim brought against Provider as a result of Provider's performance under this Agreement, or (b) for any claim by a third party against Provider for failure of the Equipment or the services rendered hereunder in any respect, alleged to be caused by the improper operation of the Equipment or the system to which it is attached, whether due to malfunctioning or non-functioning of such items, or the negligence, active or passive, of Provider. Such Indemnity shall survive the expiration of the term of this Agreement.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. This Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. Acceptance of any Order by Onepath Systems, LLC, is subject to Onepath Systems, LLC, Credit and other approvals. This Agreement is not binding upon Onepath Systems, LLC, until executed by an authorized employee, partner, or agent of Customer and Onepath Systems, LLC. The undersigned warrant and represent that they have the authority to bind Customer and Onepath Systems, LLC, to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties.

Acceptance

This quotation is valid for thirty (30) days from the proposal date.

Submitted By:

Accepted in Duplicate

Customer
Approved by Authorized Representative

Onepath
Approved by Authorized Representative

Date: _____

Date: _____

Sign: _____

Sign: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Email: _____

Company: _____



Audio Visual Proposal

Item # 22

Date Reference #

03/28/18 A10516

City of Cartersville
TJ Leffew
 195 Cassville Road
 Cartersville, GA 30120

Account Representative:
Ken Oberkoffler
 Phone: (770) 441-5176
 Fax: (770) 441-5285
 Mobile:
 E-Mail:

Re: Interactive Boards

#	Qty	Manufacturer	Model Number	Description	Subsystem Total
1	1	Avocor	VTF-6510	Display	
				65" Interactive Display	\$7,498.75
2	1	Chief Manufacturing	LTM1U	Micro-Adjust Tilt Wall Mount Large	\$215.89
3	1	Avocor	VTF-7510	75" Interactive Display	\$9,373.75
4	1	VFI/AFV	PACKAGE-I	MC1000 All Metal Monitor Cart and MC-S Single Monitor Mount for 40" to 80" monitors (280 lbs max) with camera shelf. with built in handles, perforated sides (vented), locking acrylic front door, removable rear covers, 5" metal ballbearing casters 2 with Locks **	\$1,607.50
5	2	Avocor	AVC-OPS-PC-15	PC	\$3,747.50
6	1	Tech Ops	HARDWARE	HARDWARE	\$400.00



2975 Northwoods Parkway, Norcross, GA 30071

Page 1

#	Qty	Manufacturer	Model Number	Description	Subsystem Total
Labor					
7	1	Tech Ops	AVE-LRG-ENG	LM - Engineer - Design Engineering	\$123.08
8	2	Tech Ops	AVE-LRG-CAD	LM - CAD Operator	\$169.24
9	4	Tech Ops	AVE-LRG-ENG	LM - Engineer - Field Engineering	\$492.32
10	6	Tech Ops	AVE-LRG-PM	LM - Project Manager	\$664.62
11	1	Tech Ops	AVE-LRG-PROJ-COR	LM - Project Coordinator	\$84.62
12	8	Tech Ops	AVE-LRG-INS-TECH	LM - Installation Tech - Pre-Installation	\$615.36
13	8	Tech Ops	AVE-LRG-INS-TL	LM - Lead Installation Tech	\$738.48
14	8	Tech Ops	AVE-LRG-INS-TECH	LM - Installation Tech	\$615.36
15	1	General & Administrative	G&A	Includes all applicable Freight, Insurance, Permits, and Licenses as may be required by law.	\$875.00
16	1	Travel & Expenses	TRAVEL	Travel costs and per diem expenses	\$150.00
17	1	Tech Ops	*SVC-Basic	Labor Only Support & Maintenance Agreement	\$1,800.00

Item # 22



2975 Northwoods Parkway, Norcross, GA 30071

Notes:

SubTotal	\$29,171.47
Sales Tax	\$1,786.29
Total	\$30,957.76

Item # 22



2975 Northwoods Parkway, Norcross, GA 30071



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Zero-Turn Mower

SubCategory:	Bid Award/Purchases
Department Name:	Recreation
Department Summary Recommendation:	Quotes were received for a 60" zero-turn mower for use in our parks and around our trails. The CPRD staff requested quotes with the specifications of the 300-series Grasshopper mower. CPRD recommends the quote from Franklin Tractor in amount of \$8,890.00 This is a budgeted item and funded through the lease-pool program.
City Manager's Remarks:	City Council approval of the bid above from Franklin Tractor is recommended.
Financial/Budget Certification:	This is a budgeted item and funded through the lease-pool program.
Legal:	
Associated Information:	

Quote Tally
60" Zero-Turn Commercial Mower
Cartersville Parks and Recreation

Vendor	Quote	Specs
Franklin Tractor Cartersville GA	\$8,898.00	Yes
Haney Farm & Ranch Rockmart	\$8,790.00	Yes
Dykes Farm Supply Rome GA	\$8,996.80	Yes

City of Cartersville

Parks & Recreation Department

is Gordy 770-607-6172 or e-mail: gordy@cityofcartersville.org

1" Mower

Quantity: 1

2018

Information:

Mower offered shall be comparable with detailed requirements listed below (unless otherwise noted).

indicate in the "Meets or Exceeds Specifications" column if bid specifications are met and additional comments if necessary. If the Meets or Exceeds Specifications column

is not marked, or it is incomplete, your bid will not be considered for

Data:

Furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection

Accepted via e-mail, fax, mail, or hand delivered to Dellinger Park 100 Pine Grove Rd.,

a. 30120

Dept. - Zero Turn 60"	Meets Specifications	Comments
Riding Mower	YES	
Large deck		
Vanguard Motor	✓	
4-cyl Engine	✓	
60" V-Twin	✓	
Hydro System	✓	
Hydro Tank	✓	
Front for cutting heights	✓	
* Safety	✓	
Rolling Seal with arm rest	✓	
Safety Bar	✓	
Deck	✓	
Unit Per Unit Price	8898.00	

Franklin Tractor

Contact Person	Daniel Lee Franklin
Telephone Number	770-382-1855

Attachment

number of weeks until delivery (after approval):	2
options or other pertinent information:	
By:	
Vendor	Franklin Tractor
Contact Person	Danield Tral
Signature	ALC
Telephone Number	770-382-6855

Deadline for bid submission: Tuesday, April 10th, 2018 @ 1:30 p.m.

300 SERIES | AIR-COOLED MIDMOUNT™

Unexpected power in the straightaways



Power, efficiency and economy – equipped with a heavy-duty, Vanguard Big Block or Kohler EFI engine, with horizontal crankshaft for longer performance life, giving you intense mowing power in a surprisingly compact design.

For enhanced efficiency, consider the 327 EFI with closed-loop electronic fuel injection. A wide range of benefits include decreased fuel use, reliable hot and cold weather starts, reduced engine exhaust emissions and fewer fuel-related service issues.

Robust, design-matched G² hydrostatic transmissions with CoolFan™ hydrostatic pump cooling system and 7 micron absolute filter partnered with wheel motors create a fully hydraulic system for smooth, responsive steering and less maintenance with 1,000-hour fluid change intervals.

Only five Access-Eze™ lubrication points cut maintenance time up to 80%.

5.5-inch deep DuraMax® decks with anvil-edged design for exceptional durability easily convert from wide-pattern side discharge to optional mulching or vacuum collection. The QuikAjust™ DropPin™ Height Adjustment makes cutting height change fast and simple.

Deep-cushioned Ultimate Suspension Ride™ (USR™) seat featuring CoolTemp Cordura® with lumbar and coil-spring suspension provides all-day comfort. The adjustable cup holder makes it convenient to tote along your favorite beverage.

A compact wheelbase provides a great power-to-size ratio for easy transport on trailers and through tighter spaces.

ComfortReach™ provides 2 inches of adjustment at the base of the lever for a custom steering fit. No tools required with Ratchet-Eze™.

The 12.0 gal/45.4 L single-fill fuel tank lowers the center of gravity, providing more traction and stability for an enhanced ride. The standard bumper protects the rear of the mower while preserving easy access and removal of the service shield.

Optional four-spindle dedicated rear-discharge decks evenly distribute clippings out back for a smooth cut and no windrowing to provide the quality cut you expect.

335
BIG BLOCK

61 72

993 cc, V-twin OHV
Vanguard Big Block
air-cooled gasoline
engine

329B
BIG BLOCK

52 61 72

896 cc, V-twin OHV
Vanguard Big Block
air-cooled gasoline
engine

327^{EFI}

52 61 72

747 cc, V-Twin
Kohler Command Pro,
Delphi™-based closed-loop,
Electronic Fuel Injection
gasoline engine

■ DuraMax® deck

Mowing speeds up to 10.5 MPH
and 6.88 acres/hr. based on
72" cutting width*

For more details visit:
grasshoppermower.com/acres



OPTIONS

- » Quik-D-Tatch® PowerVac™ Collection Systems
- » Down Discharge™ mulching packages
- » Dedicated 4X Rear Discharge™ deck
- » Speed-Trimming™ heavy-duty roller
- » Electric height adjustment

- » DuraGuard™ bumper (2 bars)
- » DuraFlex™ suspension forks
- » LED work lights
- » QuikAjust Tilt™ steering levers with "no tools" 9-inch comfort range
- » Extended steering levers

- » Big Boy wide-seat conversion kit
- » Premier suspension seat
- » Foldable ROPS with seat belt
- » Bar tread, low-pressure tires
- » Edge-EZE™ edger
- » Shielded sprayer

- » Sunshade Canopy (for ROPS)
- » Yellow beacon light
- » Filter minder (335/329B)
- » Console-mounted electric fuel gauge

Be more productive with the addition of a PowerVac™ Collection System or other implements. Ask for specifications or visit grasshoppermower.com/implements. Models may be shown with optional equipment. *Actual results may vary.

Item # 23

SPECIFICATIONS – 300 SERIES AIR-COOLED

MIDMOUNT™

MODEL – CUTTING WIDTH	327 52"	327 61"	327 72"	329B 52"	329B 61"	329B 72"	335 61"	335 72"
ENGINE								
Type/Displacement/Cylinders								
Kohler Command Pro, Delphi™-based, closed-loop, Electronic Fuel Injection (EFI) / 45.6 cu. in. (747 cc) / V-twin	•	•	•					
B&S Vanguard Big Block / 54.7 cu. in. (896 cc) / V-twin				•	•	•		
B&S Vanguard Big Block / 60.6 cu. in. (993 cc) / V-twin							•	•
Crankshaft / Cooling System								
Horizontal / Air	•	•	•	•	•	•	•	•
Fuel / Capacity								
Gasoline - unleaded / 12 U.S. Gal. (45.4 l)	•	•	•	•	•	•	•	•
Air Cleaner								
Heavy-duty, remote-mounted engine air cleaner with replaceable element				•	•	•	•	•
Heavy-duty, cyclonic, remote-mounted engine dual cleaner with replaceable element	•	•	•					
DURAMAX® DECKS								
Construction (Robotic-welded steel)								
Double-layered, 10-gauge plus 7-gauge formed-steel laminate spindle plate 0.313 in. (7.95 mm) thick – more than 25% thicker than 0.25 in. (6.35 mm) – with 7-gauge skirts for geometric strength. Spindle plate is 0.9 in. (22.86 mm) thick in stress zones. Anvil-edge design with 0.5 in. (12.7 mm) reinforcement on front edge of deck.	•	•	•	•	•	•	•	•
Blades (MARBAIN®, 1/4-in.)								
(3) 18 in. (45.7 cm) – high-lift blades standard	•			•				
(3) 21 in. (53.3 cm) – high-lift blades standard		•			•			•
(3) 25 in. (63.5 cm) – high-lift blades standard			•			•		•
Sentry™ Spindle Assemblies								
Sentry™ Spindle System, 2.5 cm (approx. 1 in.) O.D. shaft. Double bearings, greasable from top of deck. Spindle head designed to eliminate fiber wrap. Spindle cones shield housing and lower bearings from fiber wrap and dirt ingestion.	•	•	•	•	•	•	•	•
Spindle Housing – 8-in. (20.3 cm)-diameter with 6-bolt pattern								
Machined aluminum	•	•	•	•	•	•	•	•
Cast iron				•				•
QuikAjust™ DropPin™ Height Adjustment								
Foot-controlled height adjustment pedal with pin	•	•	•	•	•	•	•	•
Cutting Height Range								
1.0 – 5.0 in. (2.5 – 12.7 cm)	•	•	•	•	•	•	•	•
Blade Drive								
Belt drive with single Kevlar® V-belt and idler arm tensioning	•	•	•	•	•	•	•	•
STARTER & ELECTRICAL SYSTEM								
Maintenance-Free Battery								
12 Volt	•	•	•	•	•	•	•	•
Interlock System								
Prevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral.	•	•	•	•	•	•	•	•
ULTIMATE OPERATOR STATION™								
USR™ Seat								
Iso-mounted, high-back, deep-cushioned, foam-padded, Cordura®-covered, padded arms/backrest with lumbar support and coil-spring suspension.	•	•	•	•	•	•	•	•
Premier Suspension Seat	○	○	○	○	○	○	○	○
Operator Protection								
ROPS with seat belt	•	•	•	•	•	•	•	•
Suspension								
Inframe™ suspension with iso-mounted seat and footrest	•	•	•	•	•	•	•	•
Console-Mounted Instruments								
Low engine oil pressure, combination electronic fuel gauge/hour meter, engine code light and parking brake warning lights, ignition and push/pull PTO switches.	•	•	•					
Low engine oil pressure and parking brake warning lights, combination electronic fuel gauge/hour meter, ignition and push/pull PTO switches. Choke integrated with throttle lever.				•	•	•	•	•
Work Lights (Pre-wired)								
LED	○	○	○	○	○	○	○	○

MODEL – CUTTING WIDTH	327 52"	327 61"	327 72"	329B 52"	329B 61"	329B 72"	335 61"	335 72"
TRANSMISSION & STEERING								
Type								
Design-matched G ² hydrostatic system with auxiliary cooling fans, HydroGear variable displacement 16 cc piston-type pumps and high-torque Parker wheel motors.	•	•	•	•	•	•	•	•
Filtration/Hydro Fluid								
7 micron absolute, spin-on / Grasshopper CoolTemp Hydro-Max™ fluid withstands high and low temperature extremes for 1,000-hour change intervals.	•	•	•	•	•	•	•	•
Speed								
0 – 10.0 mph (0 – 16.1 kph) forward	•			•				
0 – 10.5 mph (0 – 16.9 kph) forward		•	•		•	•	•	•
0 – 6.0 mph (0 – 9.7 kph) reverse	•	•	•	•	•	•	•	•
Turning Radius								
True zero degree, turns within own length with counter-rotating, independently powered drive wheels.	•	•	•	•	•	•	•	•
Steering								
One- or two-handed operation with adjustable Hydra-Smooth™ dual levers that automatically return to neutral from either forward or reverse position.	•	•	•	•	•	•	•	•
Brakes								
Dynamic braking through hydrostatic transmission. Disc parking brakes, one for each drive wheel.	•	•	•	•	•	•	•	•
Disc brakes	•	•	•	•	•	•	•	•
Clutch								
Heavy-duty electric MagStop blade clutch/brake	•	•	•	•	•	•	•	•
POWER UNIT TIRE SIZES								
Drive Wheels (4-ply rated): 23x10.50x12 turf				•				
Drive Wheels (4-ply rated): 24x12.00x12 turf		•	•		•	•	•	•
Drive Wheels (4-ply rated): 24x12.00x12 bar tread	○	○	○	○	○	○	○	○
Front Casters: 13x6.50x6; rib tread, pneumatic with greasable, double-sealed bearings to protect from grass wrap	•	•	•	•	•	•	•	•
POWER UNIT DIMENSIONS WITH DURAMAX® DECKS								
Mulch & 4XRD Width*/Length: 53.5 in. (135.9 cm) / 79.5 in. (201.9 cm)	•			•				
Mulch & 4XRD Width*/Length: 62.5 in. (158.8 cm) / 81.0 in. (205.7 cm)		•			•		•	
Mulch & 4XRD Width*/Length: 73.5 in. (186.7 cm) / 84.5 in. (214.6 cm)			•			•		•
*Add 1.5 in. (3.8 cm) to width for side discharge with deflector raised. Add 12.0 in. (30.5 cm) to width for side discharge with deflector down.								
Height (seat back/seat cushion): 47.0 in. (119.4 cm) / 31.5 in. (80.0 cm)	•	•	•	•	•	•	•	•
Height (ROPS): 70.0 in. (177.8 cm)	•	•	•	•	•	•	•	•
WEIGHT								
Unrated** : 1140 lbs. (517.1 kg)	•							
Unrated** : 1190 lbs. (539.8 kg)		•			•		•	
Unrated** : 1280 lbs. (580.6 kg)			•			•		•
**DuraMax® deck mulching package kit weights with high-low mulching blades: 52-in. – 29 lbs. (13.2 kg); 61-in. – 36 lbs. (16.3 kg); 72-in. – 44 lbs. (20.0 kg)								
• Standard ○ Option								



Item # 23

Featured Model 329B with 61-inch DuraMax® deck



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
Construction of Customer Service Safety Wall

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	Last year, the City Council made reference to the safety of employees and the need to make changes to enhance the safety of the work place. With this in mind, I am requesting that a safety wall (floor to ceiling) with four cubicles be constructed in customer service. A copy of the scaled drawing is included in the agenda. Currently, the customer service area is open and allows anyone to openly walk back to talk to any of the customer service representatives. By adding the wall, the open passage will no longer be accessible and the safety of the employees will be enhanced. The wall will be made of two sheets of 1/2 inch thick sheet rock on the outside of the wall and a sheet of 5/8 inch thick sheet rock on the inside of the wall. A door will be provided in the event that a customer needs to be brought back behind the wall to conduct business. There will be four (4) bullet proof windows installed to allow for documents to be passed back and forth between customer service representatives and customers (see attached for window specifications). The windows have already been ordered as they have a four week delivery time. The wall will be built by public works and is slated to be built in May. Estimates have been provided for the cost of the wall (including the windows) to be about \$11,000 to \$12,000. There may be some necessary electrician work for an additional estimated cost of \$2,000 to \$2,500. Funding for the wall is in the current FY 2018 budget at \$15,000. I am asking for approval of the wall to be built with a not to exceed cost of \$15,000.
City Manager's Remarks:	Council approval of a maximum not to exceed \$15,000 for this work, to be completed with City labor, is recommended.
Financial/Budget Certification:	This is a budgeted item and is needed for the safety of the customer service employees.
Legal:	
Associated Information:	

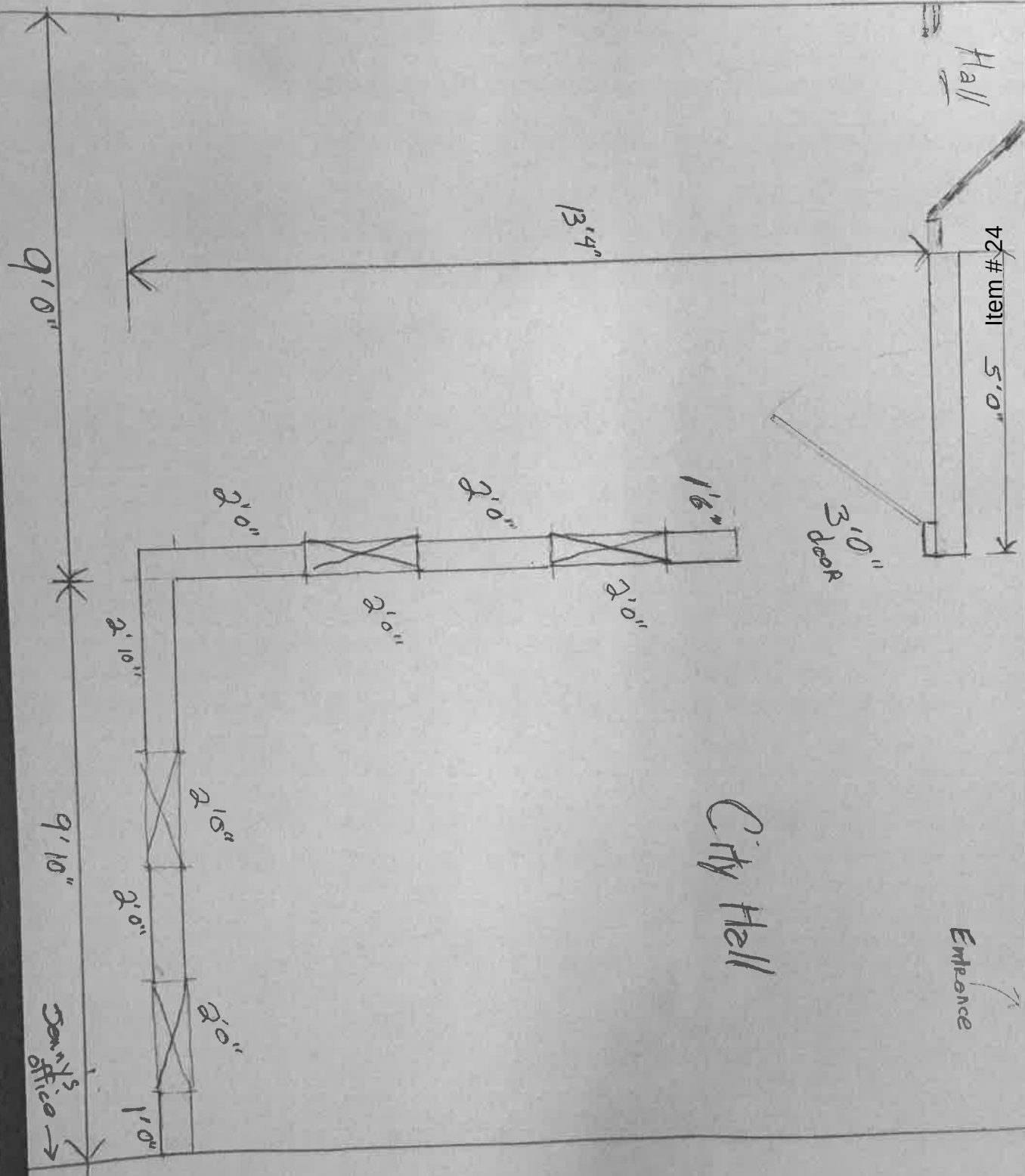
0.5 Item #24

3-door

Entrance

City Hall

Back
up →





ADVANCED PROTECTION PRODUCTS INC.
YOUR PROTECTION SPECIALISTS

Estimate

Date	Estimate #
4/3/2018	607311

P.O BOX 20087, KITCHENER, ON N2P2B4
PHONE: 519-896-6399
FAX: 519-893-7855 Toll Free: 866-300-5122

Name / Address

City of Cartersville
330 South Erwin Street
Cartersville, GA 109605
c/o Gary Lipscomb

P.O. No.

Terms

Currency

Due on receipt

USD

Item # 24

Item	Description	Qty	Rate	Freight	Total
S11W18A	STANDARD INSET INTERIOR WINDOWS 24"W X 30"H FRAME SIZE 1-3/16" B.R. GLASS LEVEL 1 SATIN ANODIZED FRAME LEVEL 1 (4-7/8"D ALUM. INSET FRAME) WITH SURROUND SOUND 18"D S/S SHELF & DEAL TRAY SHELF INCLUDED IN FRAME HEIGHT * FOR INTERIOR USE ONLY *	4	1,837.9475		7,351.79
Freight	* NOTE* ESTIMATED TIME OF DELIVERY FOR THE ABOVE 4 WEEKS + SHIPPING. THIS IS A CUSTOM ORDER		475.00	475.00	475.00

Authorized Signature _____

The prices, specifications and conditions are satisfactory and are hereby accepted. you are authorized to do the work as specified. Payment will be made as outlined

ACCEPTANCE OF PROPOSAL

We propose hereby to furnish materials complete and in accordance with the above specifications - for the sum shown at right. All material is guaranteed to be as specified. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the above estimate.

APP Inc. is not liable for injuries or death to persons.

APP Inc. is not responsible for loss or damage to property.

APP Inc. will not accept cancellations, returns or refunds on ANY/ALL custom orders.

APP Inc. Charges 35% restocking fees on approved returns for stock items no returns on custom orders.

All quotes are valid for 30 days only.

2% interest compounded monthly on all over due accounts.

Subtotal **\$7,826.79**

Sales Tax Summary

Total Tax
0.00

Total **\$7,826.79**

UL 752 Specifications and Ammunition

Rating	Ammunition	Grain	(g)	Minimum fps	Velocity m/s	shots fired	paragraph
Level 1	9 mm full metal copper jacket with lead core	124	8	1175	358	3	4.3
Level 2	.357 Magnum jacketed lead soft point	158	10.2	1250	381	3	4.4
Level 3	.44 Magnum lead semi wad-cutter	240	15.6	1350	411	3	4.5
Level 4	.30 Caliber rifle lead core	180	11.7	2540	774	1	4.6
Level 5	7.62 mm rifle lead core full metal copper jacket military ball	150	9.7	2750	838	1	4.7
Level 6	9 mm full metal copper jacket with lead core	124	8	1400	427	5	4.8
Level 7	5.56 mm rifle full metal copper jacket with lead core	55	3.56	3080	939	5	4.9
Level 8	7.62 mm rifle lead core full metal copper jacket, military ball	150	9.7	2750	838	5	4.1
Supplementary Shotgun	12-Gauge rifled lead slug and	437	28.3	1585	483	3	4.11
	12-Gauge 00 lead buck shot (12 pellets)	650	42	1200	366		

**Maximum Velocity is 110 percent of
minimum velocity.**

Paragraphs are listed in "UL 752 Paragraphs Page"

note: when printing, be sure to print in "Landscape" mode for best results

Interior Glazed Exchange Window

- Standard Inset Frame with Shelf and Built In Non-Ricochet Bullet Resistant Deal Tray Plus Surround Sound

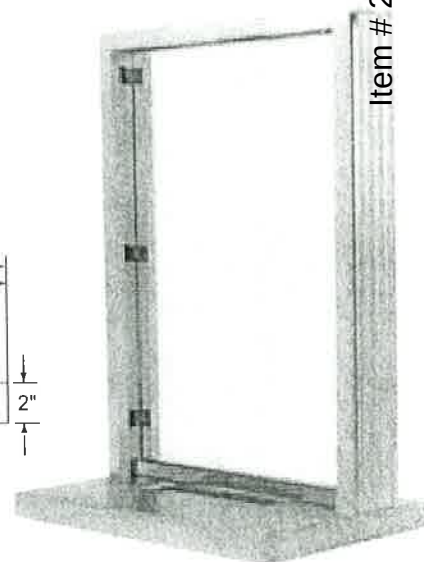
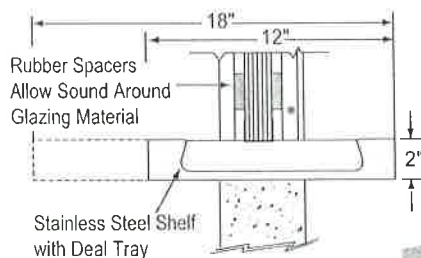
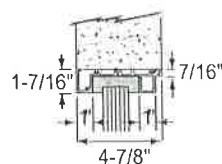
Interior Glazed Standard Inset Frame Windows with Surround Sound Voice Transmission System, plus brushed Stainless Steel Shelf with Non-Ricochet Bullet Resistant Deal Tray. The extruded aluminum frame is intended for installation into walls at least 4-7/8" thick. Available shelf depths are 12" and 18". The 18" shelf gives customer a convenient writing surface. Securing the frame to the wall requires the removal and installation of the glazing material and spacer blocks. Common sizes are shown below, alternate sizes are available.

SERIES: S11W12A, S11W12DU, S11W12P - 12" SHELF
SERIES: S11W18A, S11W18DU, S11W18P - 18" SHELF

OVERALL SIZE (W x H)	WALL OPENING SIZE (W x H)
24" x 30"	24-1/2" x 30-1/4"
24" x 36" Δ	24-1/2" x 36-1/4"
24" x 42"	24-1/2" x 42-1/4"
30" x 30"	30-1/2" x 30-1/4"
30" x 36"	30-1/2" x 36-1/4"
30" x 42"	30-1/2" x 42-1/4"
36" x 30"	36-1/2" x 30-1/4"
36" x 36" Δ	36-1/2" x 36-1/4"
36" x 42"	36-1/2" x 42-1/4"



PROTECTION LEVEL



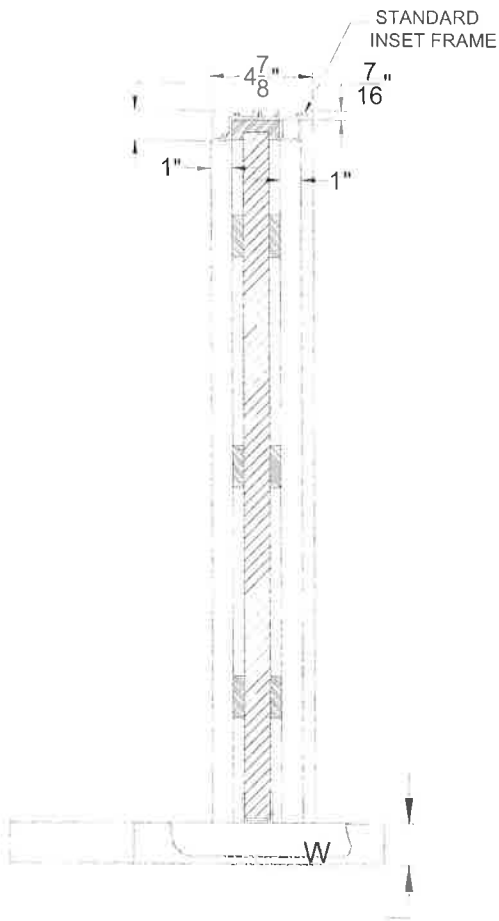
Item # 24

SPECIFICATIONS:

Materials: Frame - .125" Thick Extruded 6063-T5 Aluminum Alloy;
Glazing - 1/4" Glass; 1-5/16" Level 1 Glass; 1-1/4" Level 1 Acrylic; 3/4" Level 1 Lexgard; 1-5/8" Level 2 Glass; 1-7/8" Level 3 Glass; 1-1/4" Level 3 Lexgard;
Shelf - Stainless Steel
Finishes: Frame - Satin Anodized, Duranodic Bronze, RAL Powder Paint Colors or Custom Kynar Paint Colors; Shelf - Brushed Stainless Steel
Deal Tray: Level 1 or Level 3 Protection
Instructions Included

**INTERIOR STANDARD INSET WINDOW
WITH SURROUND SOUND AND
SHELF WITH DEAL TRAY**

VERTICAL SECTION



CLERK'S SIDE VIEW



Item # 24

STAINLESS STEEL SHELF WITH
DEAL TRAY (OPTIONAL) 18" DEEP

STAINLESS STEEL SHELF WITH
DEAL TRAY (OPTIONAL) 12" DEEP



HORIZONTAL SECTION



City of Cartersville

City Council Meeting
4/19/2018 7:00:00 PM
February 2018 Financial Report

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

MONTHLY SUMMARY

As of February 28, 2018

52 # West		FY 2016-17 MONTH OF February-17	FY 2017-18 MONTH OF February-18	FY 2016-17 Year to Date February-17	FY 2017-18 Year to Date February-18	100.00% OF BUDGET (Year to Date)
GENERAL FUND excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures						
REVENUE	\$2,003,317	\$2,562,111	\$16,523,735	\$16,647,152	69.39%	
EXPENDITURE	\$2,125,806	\$1,988,611	\$15,011,307	\$15,913,197	66.33%	
Gen. Fund Net Profit (Loss)	(\$122,489)	\$573,500	\$1,512,428	\$733,955		
WATER & SEWER						
REVENUE	\$1,391,575	\$1,630,792	\$12,301,390	\$12,774,748	46.42%	
EXPENDITURE	\$1,042,704	\$1,720,832	\$9,214,536	\$10,299,539	37.43%	
Wtr. & Swr. Fund Net Profit (Loss)	\$348,871	(\$90,040)	\$3,086,854	\$2,475,209		
GAS						
REVENUE	\$2,825,130	\$3,206,958	\$14,413,821	\$16,025,294	46.81%	
EXPENDITURES	\$1,822,578	\$2,227,100	\$14,157,614	\$15,219,361	44.45%	
Gas Fund Net Profit (Loss)	\$1,002,552	\$979,858	\$256,207	\$805,933		
ELECTRIC						
REVENUE	\$3,564,506	\$3,756,554	\$33,756,005	\$32,042,450	65.65%	
EXPENDITURES	\$3,735,946	\$3,552,410	\$30,643,997	\$30,911,616	63.34%	
Electric Fund Net Profit (Loss)	(\$171,440)	\$204,144	\$3,112,008	\$1,130,834		
STORMWATER						
REVENUE	\$120,964	\$123,196	\$969,282	\$999,658	55.24%	
EXPENDITURE	\$141,559	\$130,217	\$937,655	\$916,976	50.67%	
Stormwater Fund Net Profit (Loss)	(\$20,595)	(\$7,021)	\$31,627	\$82,682		
SOLID WASTE						
REVENUE	\$194,237	\$201,048	\$1,562,189	\$1,609,391	59.23%	
EXPENDITURE	\$161,460	\$180,665	\$1,652,995	\$1,903,192	70.04%	
Solid Waste Fund Net Profit (Loss)	\$32,777	\$20,383	(\$90,806)	(\$293,801)		
FIBER OPTICS						
REVENUE	\$170,941	\$169,413	\$1,357,251	\$1,427,427	60.46%	
EXPENDITURE	\$124,809	\$165,609	\$1,059,399	\$1,396,109	59.13%	
Fiber Fund Net Profit (Loss)	\$46,132	\$3,804	\$297,852	\$31,318		

				% of Monthly Totals to Budget
General Fund	Description	2/28/2018	FY 2018 Budget	
	Total Revenues	\$16,647,150	\$23,989,490	69.39%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,307,184	\$2,515,260	91.73%
	Local Option Sales Tax (LOST)	\$2,546,526	\$3,715,575	68.54%
	Other Taxes	\$6,135,656	\$8,314,455	73.80%
	Building Permit & Inspection Fees	\$170,312	\$390,000	43.67%
	Fines and Forfeitures	\$341,190	\$510,000	66.90%
	Operating Transfers In-City Utilities	\$2,187,543	\$3,394,605	64.44%
	Other Revenues	\$2,958,739	\$5,149,595	57.46%
	Total Expenditures	\$15,913,197	\$23,989,490	66.33%
	Personnel Expenses	\$10,951,439	\$16,639,165	65.82%
	Operating Expenses	\$3,925,119	\$6,030,125	65.09%
	Capital Expenses	\$694,864	\$864,500	80.38%
	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	\$12,774,748	\$27,517,245	46.42%
	Water Sales	\$7,998,605	\$11,411,280	70.09%
	Sewer Sales	\$4,339,538	\$6,120,000	70.91%
	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	\$436,605	\$725,965	60.14%
	Total Expenditures	\$10,299,539	\$27,517,245	37.43%
	Personnel Expenses	\$2,294,678	\$3,611,665	63.54%
	Operating Expenses	\$1,988,474	\$3,986,875	49.88%
	Capital Expenses	\$2,136,475	\$14,022,500	15.24%
Gas Fund	Transfer To General Fund	\$1,385,214	\$2,077,820	66.67%
	Debt Payments	\$2,494,698	\$3,818,385	65.33%
	Total Revenues	\$16,025,295	\$34,235,980	46.81%
	Gas Sales	\$14,556,798	\$19,132,210	76.09%
	Gas Commodity Charge	\$985,910	\$1,300,000	75.84%
	Bond Proceeds	\$0	\$6,260,050	0.00%
	Proceeds from Capital Leases	\$0	\$130,550	0.00%
	Other Revenues	\$482,587	\$2,985,500	16.16%
	Use of Reserves	\$0	\$4,427,670	0.00%
	Total Expenses	\$15,219,361	\$34,235,980	44.45%
	Personnel Expenses	\$1,332,806	\$2,139,150	62.31%
	Operating Expenses	\$988,844	\$2,216,860	44.61%
	Purchase of Natural Gas	\$10,395,268	\$15,827,025	65.68%
	Transfer to General Fund	\$2,047,216	\$3,070,825	66.67%
	Capital Expenses	\$455,227	\$10,982,120	4.15%

	Description	2/28/2018	FY 2018 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$32,042,450	\$48,806,080	65.65%
	Electric Sales	\$31,005,319	\$47,372,640	65.45%
	Other Revenues	\$1,037,131	\$1,433,440	72.35%
	Total Expenses	\$30,911,616	\$48,806,080	63.34%
	Personnel Expenses	\$1,645,437	\$2,386,115	68.96%
	Operating Expenses	\$1,038,002	\$1,480,220	70.12%
	Purchase of Electricity	\$26,080,457	\$40,793,510	63.93%
	Capital Expenses	\$360,626	\$1,465,595	24.61%
	Transfer to General Fund	\$1,787,094	\$2,680,640	66.67%
Stormwater Fund	Total Revenues	\$999,658	\$1,809,815	55.24%
	Stormwater Revenues	\$978,251	\$1,433,815	68.23%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$21,407	\$60,000	35.68%
	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	\$916,976	\$1,809,815	50.67%
	Personnel Expenses	\$488,595	\$815,695	59.90%
	Operating Expenses	\$396,840	\$560,045	70.86%
	Capital Expenses	\$31,541	\$434,075	7.27%
Solid Waste Fund	Total Revenues	\$1,609,391	\$2,717,135	59.23%
	Refuse Collections Revenues	\$1,573,244	\$2,277,940	69.06%
	Other Revenues	\$36,147	\$65,195	55.44%
	Proceeds From Capital Leases	\$0	\$374,000	0.00%
	Total Expenses	\$1,903,192	\$2,717,135	70.04%
	Personnel Expenses	\$717,902	\$1,103,445	65.06%
	Operating Expenses	\$942,660	\$1,239,690	76.04%
	Capital Expenses	\$242,630	\$374,000	64.87%
Fiber Optics Fund	Total Revenues	\$1,427,427	\$2,361,120	60.46%
	Fiber Optics Revenues	\$1,251,587	\$1,812,665	69.05%
	GIS Revenues	\$71,200	\$106,800	66.67%
	Proceeds from Capital Leases	\$0	\$350,000	0.00%
	Other Revenues	\$104,640	\$91,655	114.17%
	Total Expenses	\$1,396,109	\$2,361,120	59.13%
	Personnel Expenses	\$460,304	\$709,765	64.85%
	Operating Expenses	\$541,594	\$878,855	61.62%
	MEAG Telecom Statewide Pymt	\$5,743	\$9,500	0.00%
	Debt Payment	\$0	\$64,000	0.00%
	Capital Expenses	\$388,468	\$699,000	55.57%

52 # 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				
Total Restricted Cash Balance	\$79,682,123.07	\$77,954,076.57				

Highlights for the Month of February 2018:

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

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