



# City of Cartersville

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

**COUNCIL PERSONS:**

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 – 3/1/2018  
**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. February 13, 2018 (Pages 1 - 19)

[Attachments](#)

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**B. Appointments**

1. Appointment of DDA Board Members (Pages 20 - 23)

[Attachments](#)

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

1. Z18-01: Rezoning of property on E. Main Street from MN (Mining) and GC (General Commercial) to MF-14 (Multi-Family Residential). Property contains approx. 53 acres. (Pages 24 - 41)

[Attachments](#)

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**D. Second Reading of Ordinances**

1. Charter Amendment (Pages 42 - 44)

[Attachments](#)

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**E. Resolutions**

1. Opioid Epidemic Resolution and Litigation (Pages 45 - 49)

[Attachments](#)

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## **F. Contracts/Agreements**

1. Development Agreement - Four Season Phase 4 (Pages 50 - 58)

[Attachments](#)

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## **G. Bid Award/Purchases**

1. Residential Gas Meters (Pages 59 - 60)

[Attachments](#)

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2. New Self-Contained Breathing Apparatus (SCBA) for new Pierce Fire Truck (Pages 61 - 64)

[Attachments](#)

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3. Georgia Search and Rescue (GSAR) Task Force 6 Team protective rescue gear (Pages 65 - 67)

[Attachments](#)

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4. Distribution & Collection System Material Restock (Pages 68 - 72)

[Attachments](#)

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5. WPCP – Grit Chamber #2 Chain Installation (Pages 73 - 74)

[Attachments](#)

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6. WPCP – Primary Number 1 Gearbox Rebuild (Pages 75 - 84)

[Attachments](#)

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7. Bid #16-005 – Dellinger Park Improvement Buildings (Pages 85 - 90)

[Attachments](#)

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8. New Vehicle Purchase (Pages 91 - 97)

[Attachments](#)

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## **H. Contracts/Agreements**

1. Georgia Public Web Colocation Agreement (Pages 98 - 116)

[Attachments](#)

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## **I. Bid Award/Purchases**

1. Calix Fiber Optic Hardware (Pages 117 - 119)

[Attachments](#)

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2. CityView Software Change Orders (Pages 120 - 121)

[Attachments](#)

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3. Pond & Company Change Order (Pages 122 - 125)

[Attachments](#)

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4. GATEway Grant Contract with Tidwell Lawn Care and Landscaping (Pages 126 - 129)

[Attachments](#)

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5. Stormwater Management Program Consulting - Rindt-McDuff Associates (Pages 130 - 133)

[Attachments](#)

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**J. Engineering Services**

1. Engineering Analysis Task Order - Rindt McDuff Associates (Pages 134 - 137)

[Attachments](#)

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



# City of Cartersville

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**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**February 13, 2018**

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|-------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Council Meeting Minutes                                                                   |
| <b>Department Name:</b>                   | Clerk                                                                                     |
| <b>Department Summary Recommendation:</b> | The minutes from the February 13, 2018 meeting are attached for your review.              |
| <b>City Manager's Remarks:</b>            | City Council Meeting minutes from the February 13th meeting are recommended for approval. |
| <b>Financial/Budget Certification:</b>    |                                                                                           |
| <b>Legal:</b>                             |                                                                                           |
| <b>Associated Information:</b>            |                                                                                           |

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City Council Meeting  
10 N. Public Square  
February 13, 2018  
6:00 P.M. – Work Session  
7:00 P.M. – Council Meeting

## **I. Opening Meeting**

Invocation by Council Member Cooley.

Pledge of Allegiance led by Cartersville Boy Scout Troop # 15.

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

Jayce Stepp, Council Member Ward Two absent.

## **II. Regular Agenda**

### **A. Council Meeting Minutes**

#### **1. February 1, 2018 City Council Minutes**

A motion to approve the February 1, 2018 City Council Meeting Minutes as presented was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote 5-0.

### **B. Public Hearing – 1<sup>st</sup> Reading of Zoning/Annexation Requests**

#### **1. Z18-01 Rezoning of property on E. Main Street from MN (Mining) and GC (General Commercial) to MF-14 (Multi- Family Residential). Property contains approx. 53 acres.**

Randy Mannino, Planning and Development Department Head stated the applicant wishes to construct a 238 unit multi-family residential development, apartments, on 53 acres. Approximately 30 acres are directly impacted by the development. The 53 acre site was previously mined. Mining activities have created conditions that make it difficult to develop the entire site. The 238 units will be incorporated in 8 buildings oriented around three parking lot areas primarily central and to the east of the site. The project will be accessed from the existing driveway that services Avonlea from East Main Street. The price point for the apartments is anticipated to be set at the higher end market value, similar to Avonlea. Planning Commission recommends approval.

Mayor Santini opened the floor for a public hearing allowing anyone who wishes to speak for or against Z18-01 to forward.

Jeff Watkins, of Cartersville GA, attorney representing the Z18-01 application came forward and went over statistics of how many apartments would be potentially built, buffer zones and rental costs if approved. Mr. Watkins compared the potential project to the Avonlea Apartments.

Mr. Baker, Martin Luther King Drive resident came forward and stated his concerns about construction. Mr. Baker stated he wanted to make sure the work site is clean, free of dust and debris; he also had concern for the affects the construction may have on local wildlife, and impact on residents' properties.

**Ordinance**  
**of the**  
**City of Cartersville, Georgia**

**Ordinance No.**

**Petition No. Z18-01**

Item # 1

**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 Forty One Connector, Ltd. Property is located East Main Street near Avonlea Apartments (950 Main Street). Said property contains 53.84 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lots 33,334,387, and 388 as shown on the attached plat Exhibit "A". Property is hereby rezoned from MN (Mining) to MF-14 (Multi-Family Residential. Maximum of 14 units/gross acre). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.**

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this 13<sup>th</sup> day of February 2018.**

**ADOPTED Seconding Reading this \_\_\_\_\_ of \_\_\_\_\_ 2018.**

/s/ \_\_\_\_\_  
**Matthew J. Santini, Mayor**

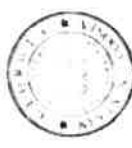
**ATTEST:**

/s/ \_\_\_\_\_  
**Meredith Ulmer, City Clerk**



QUINTUS CORP.

1500 E. 10th Street  
Tulsa, Oklahoma 74103  
Tel: (918) 438-1234  
Fax: (918) 438-1235



TOTAL  
53.837 ACRES

BEAR ESTATES SUBDIVISION

HIGH MOON DRIVE  
150' PUBLIC RIGHT-OF-WAY

MARTIN LUTHER KING JR DR  
150' PUBLIC RIGHT-OF-WAY

STATE ROUTE 113  
AKA EAST MAIN STREET  
150' PUBLIC RIGHT-OF-WAY

UNPAVED ROAD  
150' PUBLIC RIGHT-OF-WAY

| LINE TABLE |                 |        |
|------------|-----------------|--------|
| LINE       | BEARING         | LENGTH |
| 1          | N 89° 11' 33" W | 444.70 |
| 2          | S 89° 11' 33" E | 444.70 |
| 3          | N 89° 11' 33" W | 444.70 |
| 4          | S 89° 11' 33" E | 444.70 |
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| 97         | N 89° 11' 33" W | 444.70 |
| 98         | S 89° 11' 33" E | 444.70 |
| 99         | N 89° 11' 33" W | 444.70 |
| 100        | S 89° 11' 33" E | 444.70 |

| CURVE TABLE |        |        |
|-------------|--------|--------|
| CURVE       | LENGTH | RADIUS |
| 1           | 100.00 | 100.00 |
| 2           | 100.00 | 100.00 |
| 3           | 100.00 | 100.00 |
| 4           | 100.00 | 100.00 |
| 5           | 100.00 | 100.00 |
| 6           | 100.00 | 100.00 |
| 7           | 100.00 | 100.00 |
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| 10          | 100.00 | 100.00 |
| 11          | 100.00 | 100.00 |
| 12          | 100.00 | 100.00 |
| 13          | 100.00 | 100.00 |
| 14          | 100.00 | 100.00 |
| 15          | 100.00 | 100.00 |
| 16          | 100.00 | 100.00 |
| 17          | 100.00 | 100.00 |
| 18          | 100.00 | 100.00 |
| 19          | 100.00 | 100.00 |
| 20          | 100.00 | 100.00 |
| 21          | 100.00 | 100.00 |
| 22          | 100.00 | 100.00 |
| 23          | 100.00 | 100.00 |
| 24          | 100.00 | 100.00 |
| 25          | 100.00 | 100.00 |
| 26          | 100.00 | 100.00 |
| 27          | 100.00 | 100.00 |
| 28          | 100.00 | 100.00 |
| 29          | 100.00 | 100.00 |
| 30          | 100.00 | 100.00 |
| 31          | 100.00 | 100.00 |
| 32          | 100.00 | 100.00 |
| 33          | 100.00 | 100.00 |
| 34          | 100.00 | 100.00 |
| 35          | 100.00 | 100.00 |
| 36          | 100.00 | 100.00 |
| 37          | 100.00 | 100.00 |
| 38          | 100.00 | 100.00 |
| 39          | 100.00 | 100.00 |
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| 41          | 100.00 | 100.00 |
| 42          | 100.00 | 100.00 |
| 43          | 100.00 | 100.00 |
| 44          | 100.00 | 100.00 |
| 45          | 100.00 | 100.00 |
| 46          | 100.00 | 100.00 |
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| 53          | 100.00 | 100.00 |
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| 73          | 100.00 | 100.00 |
| 74          | 100.00 | 100.00 |
| 75          | 100.00 | 100.00 |
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| 81          | 100.00 | 100.00 |
| 82          | 100.00 | 100.00 |
| 83          | 100.00 | 100.00 |
| 84          | 100.00 | 100.00 |
| 85          | 100.00 | 100.00 |
| 86          | 100.00 | 100.00 |
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| 97          | 100.00 | 100.00 |
| 98          | 100.00 | 100.00 |
| 99          | 100.00 | 100.00 |
| 100         | 100.00 | 100.00 |

| PROPERTY ADJOINERS TABLE |          |          |
|--------------------------|----------|----------|
| ADJACENT                 | PROPERTY | ADJACENT |
| 1                        | 100.00   | 100.00   |
| 2                        | 100.00   | 100.00   |
| 3                        | 100.00   | 100.00   |
| 4                        | 100.00   | 100.00   |
| 5                        | 100.00   | 100.00   |
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| 10                       | 100.00   | 100.00   |
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| 20                       | 100.00   | 100.00   |
| 21                       | 100.00   | 100.00   |
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| 23                       | 100.00   | 100.00   |
| 24                       | 100.00   | 100.00   |
| 25                       | 100.00   | 100.00   |
| 26                       | 100.00   | 100.00   |
| 27                       | 100.00   | 100.00   |
| 28                       | 100.00   | 100.00   |
| 29                       | 100.00   | 100.00   |
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| 31                       | 100.00   | 100.00   |
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| 33                       | 100.00   | 100.00   |
| 34                       | 100.00   | 100.00   |
| 35                       | 100.00   | 100.00   |
| 36                       | 100.00   | 100.00   |
| 37                       | 100.00   | 100.00   |
| 38                       | 100.00   | 100.00   |
| 39                       | 100.00   | 100.00   |
| 40                       | 100.00   | 100.00   |
| 41                       | 100.00   | 100.00   |
| 42                       | 100.00   | 100.00   |
| 43                       | 100.00   | 100.00   |
| 44                       | 100.00   | 100.00   |
| 45                       | 100.00   | 100.00   |
| 46                       | 100.00   | 100.00   |
| 47                       | 100.00   | 100.00   |
| 48                       | 100.00   | 100.00   |
| 49                       | 100.00   | 100.00   |
| 50                       | 100.00   | 100.00   |
| 51                       | 100.00   | 100.00   |
| 52                       | 100.00   | 100.00   |
| 53                       | 100.00   | 100.00   |
| 54                       | 100.00   | 100.00   |
| 55                       | 100.00   | 100.00   |
| 56                       | 100.00   | 100.00   |
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| 58                       | 100.00   | 100.00   |
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| 60                       | 100.00   | 100.00   |
| 61                       | 100.00   | 100.00   |
| 62                       | 100.00   | 100.00   |
| 63                       | 100.00   | 100.00   |
| 64                       | 100.00   | 100.00   |
| 65                       | 100.00   | 100.00   |
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| 99                       | 100.00   | 100.00   |
| 100                      | 100.00   | 100.00   |

Corner Detail

General Notes

Conformity Statement

Recording Statement

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF SOUTHLAND ENGINEERING, L.P. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SOUTHLAND ENGINEERING, L.P. THIS PLAN IS THE PROPERTY OF SOUTHLAND ENGINEERING, L.P. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SOUTHLAND ENGINEERING, L.P. THIS PLAN IS THE PROPERTY OF SOUTHLAND ENGINEERING, L.P. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SOUTHLAND ENGINEERING, L.P.

## C. First Reading of Ordinances

### 1. Charter Amendment

Keith Lovell, City Attorney stated the Charter Amendment has been prepared by the City attorneys with Council input. The Amendment allows Council the flexibility to hire a City Manager either at will or by a contract, which is standard for any manager. It also clears up the language in regards to Council interference with staff.

ORDINANCE NO. \_\_\_\_\_

**WHEREAS**, the Mayor and City Council have determined that due to the changing market and employment conditions, it is necessary to revise the City of Cartersville Charter to allow the Mayor and City Council, the flexibility to hire a City Manager either at will or by a contract;

**WHEREAS**, pursuant to O.C.G.A. § 36-35-3(b)(1) the City has published a notice containing a synopsis of the proposed City of Cartersville Charter Amendment, once a week for the three following weeks on January 25, 2018, February 1, 2018, and on February 8, 2018, in the official organ of Bartow County, Georgia, being The Daily Tribune News;

**WHEREAS**, the Mayor and City Council have also, pursuant to O.C.G.A. § 36-35-3(b)(1), provided a copy to the City Clerk of the City of Cartersville and the Clerk of the Superior Court of Bartow County, Georgia, for examination and inspection by the Public;

**WHEREAS**, additionally, the Mayor and City Council, have determined that the Charter should more clearly define the role of the City Manager, and the Mayor and City Council, in regard to the administration of the City and this proposed amendment to the Charter to define the same;

**NOW BE IT AND IT IS HEREBY ORDAINED** by the Mayor and City Council of the City of Cartersville, that the City of Cartersville Charter be amended by adding a new Section 2.11 Council Interference with Administration to Article II. City Government, as follows and by deleting Article III Organization and Personnel Section 3.03 – City Manager; appointment, compensation in its entirety and replacing it as follows:

1.

Sec. 2.11. – Council Interference with Administration.

Except for the purpose of inquires and investigations, the Mayor and City Council or its members shall deal with city officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Mayor or City Council nor its members shall give orders to any such officer or employee, either publicly or privately.

Section 3.03. City Manager, appointment, compensation.

(a) the Mayor and City Council shall appoint a city manager to serve subject to the pleasure of the Mayor and City Council. If, however, the Mayor and City Council deem it necessary and in the best interests of the City of Cartersville, they are authorized to make a contract with the city manager on such terms as may be mutually agreed upon, the term of the contract not to extend beyond the term of the Mayor and City Council. The contract, however, may include provisions relative to a procedure for removal of the city manager or relative to the termination of the contract.

(b) The City Manager shall be the head of the administrative branch of the city government. The City manager shall be chosen by the Mayor and City Council on the basis of his/her administrative qualifications with special reference to his/her actual experience in, and knowledge of, the duties of the office as hereinafter prescribed. At the time of his appointment he/she need not be a resident of the City, but shall reside therein during his/her tenure of office. The City Manager shall receive such salary and benefits as the Mayor and City Council shall fix.

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 Charter of the 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

**C. Discussion**

**1. Discussion of Downtown Event Rental Properties**

Lillie Read, Downtown Development Authority Manager stated the Downtown Development Authority (DDA) would like to expand the current policy on rental of City

property in the downtown district to include all feasible City property: parking lots, under the bridge, etc. as part of the rental agreement so that requirements for fees and insurance can be applied consistently. This includes retaining free rental space under the bridge for non-profit organizations as long as those events are not scheduled during peak hours: Friday and Saturday, that would otherwise impact the event priorities of the DDA. Events held during peak hours would be required to pay per the rental guidelines.

**D. Contracts/Agreements**

**1. Approval of Contracts for Downtown Sculpture Walk**

Ms. Read stated in November, the DDA was awarded a Vibrant Communities Grant for the creation of a rotating sculpture walk with sculptures to be rotated out every 2 years. To start the project, the DDA secured 3 sculptures for display in the downtown district. These contracts outline the parameters of the agreements between the DDA/City and the artists/loaning entities. This project is already budgeted for out of BID District Funds and staff recommends approval of the contracts.

A motion to approve the contracts for the Downtown Sculpture Walk was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

**F. Bid Award/Purchases**

**1. Fiber Optic Cable & Supplies**

Dan Porta, Assistant City Manager stated due to adding new customers and getting the new Fiber Node Building ready, the Fiber Optic Department needs to replenish its stock of 36 and 60 count fiber optic cable along with other inventory items. The cost to replenish the fiber inventory from Utilicom Supply Associates is \$34,434.52 and is recommended for your approval.

A motion to approve the Fiber Optic Cable & Supplies was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

**2. AED Defibrillators**

Mr. Porta stated the City's Safety Committee has been reviewing the purchase of defibrillators for several City Departments and proposes to purchase 30 defibrillators. Various employees within each respective City Department will be trained on how to use these devices and will maintain this certification in future years. The cost to purchase the defibrillators and accessories is \$35,280.90. These items will be funded from the Workers Compensation Insurance Fund and is recommended for your approval.

Motion to approve the purchase of AED Defibrillators was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

### **3. Balfour Beatty GMP for New Gas Dept. Facility**

Mr. Porta stated Balfour Beatty is the City's Construction Manager At Risk for the new Gas Department, Fuel Site and Recreational Pond to be located at 155 Old Mill Road. At this time, Balfour Beatty has issued bids for the pre-engineered metal building (PEMB), site work package, underground utilities, asphalt paving and site fencing. The City Council had previously approved the PEMB color and company and as part of this Guaranteed Maximum Price (GMP) Phase One bid package, the City has the bid for the PEMB. The current proposed GMP Phase One bid package totals \$3,878,152 and is made up of the PEMB subcontractor - Fox Building, site work and underground utilities from Dennis Taylor and Company, asphalt paving from Bartow Paving, and fencing from Cartersville Fence.

Based on previous meetings, the current bid from the fence sub-contractor is to fence the perimeter of the entire site, except along Old Mill Road. The City will need direction from City Council to accept this proposal or provide the City guidance on the location of a fence on this property. Approval is respectfully requested of Balfour Beatty's GMP Phase One for the new facilities to be located at 155 Old Mill Road.

A motion to approve the fence, but with the flexibility to have conversation with adjacent property owners about the fence and subject to approval from the City Manager's Office, City Attorney and Gas Department was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

### **4. Sewer Lift Station Safety Grates**

Bob Jones, Water Department Head stated the Water Department maintains five sewer lift stations at the following locations: 1. Waterford #1; 2. Waterford #2; 3. Brown Farm Road; 4. Main Street; 5. Komatsu Drive.

The lift stations are generally 15 – 20 feet deep with hatch access to pump wet wells. Each station requires periodic maintenance on a monthly basis which requires work in and around open hatches for extended periods of time. Safety grates are considered standard equipment on newly constructed lift stations, but currently, there is no safety mechanism to keep someone from falling in an open hatch at our older lift stations.

In order to make these areas a safer place to work for maintenance staff, bids were requested for safety grates which will be installed to prevent falls through open hatches without obstructing access to the wet well when needed. The following bids were received for material and labor to install the grates: Cole Pump Technology \$18,224.33; Monumental \$18,628.00; Lanier Contracting \$39,443.00. Mr. Jones recommended approval of the Cole Pump Technology bid in the amount of \$18,224.33.

A motion to approve Sewer Lift Station Safety Grates was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

### **5. Center Road Sewer Replacement Project**

Mr. Jones stated bids for construction of the Center Road Sewer Replacement Project were received on January 17, 2018 at 3:00pm. A total of seven bids were publicly opened and are summarized: 1. Wade Coots Company, Inc. \$849,005.00; 2. North Georgia Pipeline, Inc. \$983,094.00; 3. Site Engineering, Inc. \$983,140.00; 4. KAM Contracting Southeast, LLC \$1,095,973.05; 5. Cleary Construction, Inc. \$1,186,430.00; 6. C.H. Kirkpatrick & Sons Welding \$1,391,232.08; 7. Corley Contractors, Inc. \$2,124,076.70.

The design engineer, Sweitzer Engineering, has reviewed all bids and supporting documents and recommends award to the low bidder Wade Coots Company, Inc. Mr. Jones concurred with the recommendation and asked that Council approve the Wade Coots bid.

The amount of \$700,000.00 was allocated for this project in the FY 2017-2018 budget, based on the Engineer's estimate in March 2017. Bid prices for linear projects have increased dramatically due to increased development activity. The increased cost will be funded by additional use of sewer capacity fees which are the sole source of funding for this project. The project is necessary to increase sewer capacity due to increased home building and additional planned development along Center Road.

A motion to approve Center Road Sewer Replacement Project was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

## **G. Other**

### **1. Review and Approval of the 2018 Goals**

Tamara Brock, Assistant City Manager presented the report from the City's visioning session. A significant amount of time was devoted to team building and discussing the coming transition in the manager's office. Presented tonight was a list of goals submitted by the department heads and staff that are important to each of them. Executive recruiter Alan Reddish addressed the group regarding the City Manager search. A hot topic session was included in the visioning session as well.

This report is submitted for discussion and/or Council approval. It should come as no surprise that continuing the ongoing projects in Parks, Gas, Water and the planned completion of the new fire station on Old Mill Rd., in addition to budget development and passage of the 2020 SPLOST, will take a lot of Council and staff's time and focus this year. In addition, review/interview of applicants for the City Manager's position will ramp up soon. Council may want to review these goals when new management is in place.

A motion to approve the 2018 Goals was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

## **H. Presentations**

### **1. FY 2017 Auditor's Presentation**

Tom Rhinehart, Finance Department Head came forward and stated the audit process is complete and Mr. Tom Carmichael is present tonight from Carr, Riggs, and Ingram the City's external audit firm to present the results of the Fiscal Year 2017 audit to the Council and public. Mr. Carmichael the presentation overviewing the City of Cartersville audit Fiscal Year 2017.

A motion to add 2 items to the agenda was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote 5-0.

Mr. Lovell stated the ordinance presented is an emergency reading of the Speed Table and recommended its approval in order for City Police to continue their use of radar and lidar.

Council Member Wren made a motion to approve the speed table ordinance as an emergency first reading and the motion was seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

**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 12 – MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. – TRAFFIC SCHEDULES. Section 12-1002. – SPEED LIMITS, is hereby deleted in its entirety and replaced with the following:**

**1.**

**Sec. 12-1002. – Speed limits.**

**(CONTINUED ON NEXT PAGE)**

Item # 1

**LIST OF ROADS  
CITY OF CARTERSVILLE  
NUMBER 01-25-18  
ON SYSTEM**

| STATE ROUTE  | WITHIN THE CITY/TOWN LIMITS OF and/or SCHOOL NAME | FROM                                                                                         | MILE POINT | TO                                                                   | MILE POINT | LENGTH IN MILES | SPEED LIMIT |
|--------------|---------------------------------------------------|----------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------|------------|-----------------|-------------|
| 3<br>US 41   | CARTERSVILLE                                      | 0.13 mile south of CS 786 Peachtree Street (South Cartersville City Limit)                   | 7.53       | 0.16 mile south of CS 791 Postelle Street                            | 7.89       | 0.36            | 50          |
| 3<br>US 41   | CARTERSVILLE                                      | 0.16 mile south of CS 791 Postelle Street                                                    | 7.89       | 0.05 mile north of CS 701 Zena Drive (North Cartersville City Limit) | 10.16      | 2.27            | 45          |
| 61           | CARTERSVILLE                                      | 0.15 mile north of State Route 113 (South Cartersville City Limit)                           | 3.62       | 0.02 mile south of CS 962 River Court                                | 4.38       | 0.76            | 55          |
| 61           | CARTERSVILLE                                      | 0.02 mile south of CS 962 River Court                                                        | 4.38       | 0.23 mile north of CS 875 Henderson Drive                            | 6.32       | 1.94            | 45          |
| 61           | CARTERSVILLE                                      | 0.23 mile north of CS 875 Henderson Drive                                                    | 6.32       | 0.04 mile south of CS 842 West Main Street                           | 7.31       | 0.99            | 35          |
| 61           | CARTERSVILLE                                      | 0.04 mile south of CS 842 West Main Street                                                   | 7.31       | State Route 113                                                      | 7.76       | 0.45            | 25          |
| 61           | CARTERSVILLE                                      | State Route 113                                                                              | 7.76       | 0.02 mile south of CS 727 Mary Street                                | 8.56       | 0.80            | 30          |
| 61           | CARTERSVILLE                                      | 0.02 mile south of CS 727 Mary Street                                                        | 8.56       | 0.05 mile south of CS 707 Mockingbird Drive                          | 8.90       | 0.34            | 35          |
| 61           | CARTERSVILLE                                      | 0.05 mile south of CS 707 Mockingbird Drive                                                  | 8.90       | State Route 20                                                       | 10.14      | 1.24            | 45          |
| 61           | CARTERSVILLE                                      | <i>This segment of roadway runs common with State Route 20 from M.P. 10.14 to M.P. 10.35</i> |            |                                                                      |            |                 |             |
| 61<br>US 411 | CARTERSVILLE                                      | State Route 20                                                                               | 10.35      | 0.01 mile north of CR 1273 Apex Drive                                | 10.41      | 0.06            | 45          |
| 61<br>US 411 | CARTERSVILLE                                      | 0.01 mile north of CR 1273 Apex Drive                                                        | 10.41      | 0.04 mile north of CR 226 Cline Smith Road                           | 11.70      | 1.29            | 50          |
| 61<br>US 411 | CARTERSVILLE                                      | 0.04 mile north of CR 226 Cline Smith Road                                                   | 11.70      | 0.02 mile south of CR 765 Ellis Road                                 | 13.19      | 1.49            | 55          |

Item #1

**LIST OF ROADS  
CITY OF CARTERSVILLE  
NUMBER 01-25-18**

| STATE ROUTE  | WITHIN THE CITY/TOWN LIMITS OF and/or SCHOOL NAME | FROM                                                                                        | MILE POINT | TO                                                                          | MILE POINT | LENGTH IN MILES | SPEED LIMIT |
|--------------|---------------------------------------------------|---------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------|------------|-----------------|-------------|
| 61<br>US 411 | <b>CARTERSVILLE</b>                               | 0.02 mile south of CR 765 Ellis Road                                                        | 13.19      | 0.17 mile north of CR 264 Aubrey Lake Road (North Cartersville City Limit)  | 14.12      | 0.93            | 50          |
| 113          | <b>CARTERSVILLE</b>                               | <i>This segment of roadway runs common with State Route 61 from M.P. 7.97 to M.P. 12.70</i> |            |                                                                             |            |                 |             |
| 113          | <b>CARTERSVILLE</b>                               | State Route 61                                                                              | 12.70      | State Route 3/US 41                                                         | 13.05      | 0.35            | 35          |
| 113          | <b>CARTERSVILLE</b>                               | State Route 3/US 41                                                                         | 13.05      | 0.14 mile east of I-75 North Bound On/Off Ramps                             | 15.17      | 2.12            | 45          |
| 293          | <b>CARTERSVILLE</b>                               | 0.07 mile north of CR 336 Old Mill Road (South Cartersville City limit)                     | 3.20       | 0.02 mile south of CS 789 McCanless Street                                  | 3.94       | 0.74            | 35          |
| 293          | <b>CARTERSVILLE</b>                               | 0.02 mile south of CS 789 McCanless Street                                                  | 3.94       | State Route 61/113                                                          | 4.26       | 0.32            | 30          |
| 293          | <b>CARTERSVILLE</b>                               | <i>This segment of roadway runs common with State Route 61/113 from MP 4.26 to MP 4.65</i>  |            |                                                                             |            |                 |             |
| 293          | <b>CARTERSVILLE</b>                               | State Route 61                                                                              | 4.65       | 0.02 mile south of CS 1108 Cherokee Avenue                                  | 4.91       | 0.26            | 30          |
| 293          | <b>CARTERSVILLE</b>                               | 0.02 mile south of CS 1108 Cherokee Avenue                                                  | 4.91       | 0.03 mile south of CS 772 St Francis Place                                  | 5.24       | 0.33            | 35          |
| 293          | <b>CARTERSVILLE</b>                               | 0.03 mile south of CS 772 St Francis Place                                                  | 5.24       | 0.04 mile north of CS 963 Sugar Valley Road (North Cartersville City Limit) | 6.32       | 1.08            | 40          |
| 401<br>I-75  | <b>CARTERSVILLE</b>                               | CR 360 River Road (South Cartersville City Limit)                                           | 286.79     | 0.88 mile north of CR 632 Center Road (North Cartersville City Limit)       | 289.68     | 2.89            | 70          |

Item # 1

**SIGNS TO BE ERECTED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION**

**LIST OF ROADS  
CITY OF CARTERSVILLE  
NUMBER 01-25-18**

**OFF-SYSTEM**

Item # 1

| ROAD NAME                                                   | WITHIN THE<br>CITY/TOWN<br>LIMITS OF and/or<br><i>School Name</i> | FROM                                                                    | TO                               | LENGTH<br>IN<br>MILES | SPEED<br>LIMIT |
|-------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------|-----------------------|----------------|
| Arrowhead Drive<br>(CS 813)                                 | <b>CARTERSVILLE</b>                                               | CS 961 Etowah Drive                                                     | CS 853 Allison Circle            | 0.32                  | 30             |
| Arrowhead Drive<br>(CS 854)                                 | <b>CARTERSVILLE</b>                                               | CS 853 Allison Circle                                                   | CS 844 Old Mill Road             | 0.26                  | 30             |
| Aubrey Street<br>(CS 764)                                   | <b>CARTERSVILLE</b>                                               | CS 769 Jones Street                                                     | State Route 293                  | 0.28                  | 25             |
| Bartow Street<br>(CS 818)                                   | <b>CARTERSVILLE</b>                                               | State Route 293                                                         | CS 769 Jones Street              | 0.43                  | 30             |
| Bartow Street<br>(CS 857)                                   | <b>CARTERSVILLE</b>                                               | State Route 61                                                          | CS 822 Cook Street               | 0.38                  | 30             |
| Bartow Street<br>(CS 847)                                   | <b>CARTERSVILLE</b>                                               | CS 822 Cook Street                                                      | CS 847 Georgia Blvd              | 0.29                  | 30             |
| Buford Street<br>(CR 332)                                   | <b>CARTERSVILLE</b>                                               | State Route 61                                                          | CS 747 Jones Mill Road           | 0.24                  | 30             |
| Carter Street<br>(CS 759)                                   | <b>CARTERSVILLE</b>                                               | CS 746 Douglas Street                                                   | CS 818 Bartow Street             | 0.44                  | 30             |
| Cherokee<br>Avenue (CR 450)                                 | <b>CARTERSVILLE</b>                                               | 0.24 mile west of CS 802<br>Jackson Street (Cartersville<br>City Limit) | CS 802 Jackson Street            | 0.24                  | 35             |
| Cherokee<br>Avenue (CR 450)                                 | <b>CARTERSVILLE</b>                                               | CS 802 Jackson Street                                                   | State Route 293                  | 0.44                  | 30             |
| Cherokee<br>Avenue (CS 845)                                 | <b>CARTERSVILLE</b>                                               | State Route 293                                                         | CS 785 Dixie Avenue              | 0.69                  | 25             |
| Church Street<br>(CS 778)                                   | <b>CARTERSVILLE</b>                                               | CS 818 Bartow Street                                                    | State Route 3/US 41              | 0.74                  | 25             |
| Church Street<br>(CS 778)<br>****<br>School<br>Zone<br>**** | <b>CARTERSVILLE<br/>HIGH<br/>SCHOOL</b>                           | 0.05 mile north of SR 61<br>(Tennessee Street)                          | 0.08 mile south of<br>SR 3/US 41 | 0.18                  | 25             |
| Cook Street<br>(CS 822)                                     | <b>CARTERSVILLE</b>                                               | State Route 293                                                         | CS 857 Bartow Street             | 0.34                  | 30             |
| Crestwood Drive<br>(CS 709)                                 | <b>CARTERSVILLE</b>                                               | CS 953 Rowland Springs<br>Road                                          | CS 710 Pioneer Trail             | 0.46                  | 30             |
| Dixie Avenue<br>(CS 785)                                    | <b>CARTERSVILLE</b>                                               | CS 791 Postelle Street                                                  | CS 975 Dixie Avenue              | 0.61                  | 30             |

**LIST OF ROADS  
CITY OF CARTERSVILLE  
NUMBER 01-25-18**

| ROAD NAME                                                      | WITHIN THE<br>CITY/TOWN<br>LIMITS OF <u>and/or</u><br>School Name | FROM                                                                      | TO                                                                        | LENGTH<br>IN<br>MILES | SPEED<br>LIMIT |
|----------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------|----------------|
| Dixie Avenue<br>(CS 975)                                       | <b>CARTERSVILLE</b>                                               | CS 785 Dixie Avenue                                                       | CS 841 Martin Luther<br>King, Jr. Drive                                   | 0.42                  | 30             |
| Dixie Avenue<br>(CS 722)                                       | <b>CARTERSVILLE</b>                                               | CS 841 Martin Luther<br>King, Jr. Drive                                   | CS 722 Opal Street                                                        | 0.28                  | 30             |
| Dogwood Drive<br>(CS 894)                                      | <b>CARTERSVILLE</b>                                               | CS 747 Jones Mill Road                                                    | CS 894 Camelia Lane                                                       | 0.53                  | 30             |
| Douglas Street<br>(CS 746)                                     | <b>CARTERSVILLE</b>                                               | CS 778 Church Street                                                      | CS 714 Porter Street                                                      | 0.79                  | 30             |
| Douthit Ferry<br>Road (CR 343)                                 | <b>CARTERSVILLE</b>                                               | State Route 61                                                            | 0.10 mile north of CR 465<br>Pine Grove Road                              | 1.00                  | 45             |
| Douthit Ferry<br>Road (CR 343)                                 | <b>CARTERSVILLE</b>                                               | 0.10 mile north of CR 465<br>Pine Grove Road                              | 0.15 mile south of CR 465<br>Pine Grove Road<br>(Cartersville City Limit) | 0.38                  | 35             |
| Douthit Ferry<br>Road (CR 343)<br>***<br>School<br>Zone<br>*** | <b>CARTERSVILLE<br/>MIDDLE SCHOOL</b>                             | 0.13 mile north of CR 465<br>Pine Grove Road                              | 0.25 mile south of CR 465<br>Pine Grove Road                              | 0.38                  | 25             |
| Erwin Street<br>(CS 890)                                       | <b>CARTERSVILLE</b>                                               | CS 992 South Bridge Drive                                                 | CS 830 Leake Street                                                       | 0.47                  | 35             |
| Erwin Street<br>(CS 890)                                       | <b>CARTERSVILLE</b>                                               | CS 830 Leake Street                                                       | CS 778 Church Street                                                      | 0.23                  | 25             |
| Erwin Street<br>(CS 890)                                       | <b>CARTERSVILLE</b>                                               | CS 778 Church Street                                                      | CS 764 Aubrey Street                                                      | 0.55                  | 35             |
| Erwin Street<br>(CS 890)                                       | <b>CARTERSVILLE</b>                                               | CS 764 Aubrey Street                                                      | State Route 293                                                           | 0.59                  | 30             |
| Etowah Drive<br>(CS 961)                                       | <b>CARTERSVILLE</b>                                               | 0.02 mile south of CS 908<br>Glen Cove Drive<br>(Cartersville City Limit) | State Route 61                                                            | 1.65                  | 35             |
| Etowah Drive<br>(CS 961)<br>***<br>School<br>Zone<br>***       | <b>CARTERSVILLE<br/>ELEMENTARY<br/>SCHOOL</b>                     | 0.13 mile south of CR 465<br>Pine Grove Road                              | 0.13 mile north of CS<br>844/876 Old Mill Road                            | 0.45                  | 25             |
| Euharlee Road<br>(CR 628)                                      | <b>CARTERSVILLE</b>                                               | State Route 61                                                            | 0.21 mile west of CS 958<br>Old Chulio Road                               | 0.32                  | 35             |
| Euharlee Road<br>(CR 628)                                      | <b>CARTERSVILLE</b>                                               | 0.21 mile west of CS 958<br>Old Chulio Road                               | 0.22 mile west of CS 959<br>Topridge Drive<br>(Cartersville City Limit)   | 1.08                  | 45             |
| Friction Drive<br>(CS 923)                                     | <b>CARTERSVILLE</b>                                               | State Route 113                                                           | CR 533 Brown Farm Road                                                    | 0.42                  | 35             |
| Georgia<br>Boulevard<br>(CS 847)                               | <b>CARTERSVILLE</b>                                               | CS 992 South Bridge Drive                                                 | CS 856 Bartow Street                                                      | 0.31                  | 30             |

Item # 1

**LIST OF ROADS  
CITY OF CARTERSVILLE  
NUMBER 01-25-18**

| ROAD NAME                                    | WITHIN THE<br>CITY /TOWN<br>LIMITS OF <u>and/or</u><br><i>School Name</i> | FROM                                                                  | TO                                              | LENGTH<br>IN<br>MILES | SPEED<br>LIMIT |
|----------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------|-----------------------|----------------|
| Gilmer Street<br>(CS 747)                    | <b>CARTERSVILLE</b>                                                       | Church Street Bridge                                                  | CS 749 Johnson Street                           | 0.51                  | 30             |
| Goodyear<br>Avenue<br>(CS<br>729/730/731)    | <b>CARTERSVILLE</b>                                                       | State Route 293                                                       | CS 733 Litchfield Road                          | 0.54                  | 25             |
| Highland Lane<br>(CS 705)                    | <b>CARTERSVILLE</b>                                                       | State Route 61                                                        | CS 706 Davis Drive                              | 0.30                  | 30             |
| Industrial Park<br>Road (CR 532)             | <b>CARTERSVILLE</b>                                                       | CR 629 Peoples Valley<br>Road                                         | Pettit Creek Bridge                             | 1.07                  | 35             |
| Johnson Street<br>(CS 749)                   | <b>CARTERSVILLE</b>                                                       | CS 725 Roosevelt Street                                               | CS 747 Gilmer Street                            | 0.36                  | 30             |
| Jones Mill Road<br>(CR 332/CS 747)           | <b>CARTERSVILLE</b>                                                       | CS 714 Porter Street                                                  | CSX Railroad Underpass                          | 0.60                  | 30             |
| Leake Street<br>(CS 830)                     | <b>CARTERSVILLE</b>                                                       | State Route 61                                                        | State Route 293                                 | 0.46                  | 25             |
| Luckie Street<br>(CS 815)                    | <b>CARTERSVILLE</b>                                                       | CS 853 Valley Drive                                                   | CS 846 West Avenue                              | 0.45                  | 30             |
| Main Street<br>(CS 842)                      | <b>CARTERSVILLE</b>                                                       | CS 804 Lee Street                                                     | State Route 61                                  | 0.37                  | 30             |
| Martin Luther<br>King, Jr. Drive<br>(CS 841) | <b>CARTERSVILLE</b>                                                       | CS 747 Gilmer Street                                                  | State Route 3/US 41                             | 0.68                  | 30             |
| Mayflower Street<br>(CS 737)                 | <b>CARTERSVILLE</b>                                                       | CS 731 Pilgrim Street                                                 | CS 732 Wingfoot Trail                           | 0.44                  | 25             |
| Meadow Lane<br>(CS 896)                      | <b>CARTERSVILLE</b>                                                       | CS 747 Jones Mill Road                                                | CS 894 Camelia Lane                             | 0.52                  | 30             |
| Mineral Museum<br>Road (CS 934)              | <b>CARTERSVILLE</b>                                                       | State Route 61/US 411                                                 | 0.27 mile south of State<br>Route 61/US 411     | 0.27                  | 25             |
| Mission Hills<br>Drive (CS 924)              | <b>CARTERSVILLE</b>                                                       | CR 450 Mission Road                                                   | CS 925 Forest Hills                             | 0.55                  | 25             |
| Mitchell Avenue<br>(CS 868)                  | <b>CARTERSVILLE</b>                                                       | CS 807 Terrell Drive                                                  | CS 866 Plymouth Drive                           | 0.26                  | 30             |
| Morningside<br>Drive (CS 795)                | <b>CARTERSVILLE</b>                                                       | CS 841 Martin Luther King<br>Jr. Drive                                | 0.20 mile south of CS 796<br>Forrest Hill Drive | 1.31                  | 30             |
| Nelson Street<br>(CS 753)                    | <b>CARTERSVILLE</b>                                                       | CS 785 Dixie Avenue                                                   | State Route 61                                  | 0.32                  | 30             |
| Old Mill Road<br>(CS 844/876)                | <b>CARTERSVILLE</b>                                                       | 0.31 mile west of CR 336<br>Erwin Street (Cartersville<br>City Limit) | CR 347 Walnut Grove Rd                          | 1.82                  | 35             |

Item # 1

**LIST OF ROADS  
CITY OF CARTERSVILLE  
NUMBER 01-25-18**

| ROAD NAME                                                   | WITHIN<br>THE<br>CITY/TOWN<br>LIMITS OF and/or | FROM                                    | TO                                                 | LENGTH<br>IN<br>MILES | SPEED<br>LIMIT |
|-------------------------------------------------------------|------------------------------------------------|-----------------------------------------|----------------------------------------------------|-----------------------|----------------|
| Old Mill Road<br>(CS 844)<br>***<br>School<br>Zone<br>***   | <b>CARTERSVILLE<br/>ELEMENTARY<br/>SCHOOL</b>  | CS 961 Etowah Drive                     | 500 feet west of school<br>Drive                   | 0.32                  | 25             |
| Pine Grove Road<br>(CR 465)                                 | <b>CARTERSVILLE</b>                            | CR 343 Douthit Ferry<br>Road            | 0.21 mile south of CR<br>344 Cummings<br>Road      | 0.90                  | 30             |
| Pine Grove Road<br>(CR 465)<br>***<br>School<br>Zone<br>*** | <b>CARTERSVILLE<br/>ELEMENTARY<br/>SCHOOL</b>  | CR 343 Douthit Ferry<br>Road            | 0.13 mile south of CR<br>343 Douthit Ferry<br>Road | 0.13                  | 25             |
| Plymouth Drive<br>(CS 866)                                  | <b>CARTERSVILLE</b>                            | State Route 61                          | CS 807 Terrell Drive                               | 0.44                  | 30             |
| Porter Street<br>(CR 334/CS 714)                            | <b>CARTERSVILLE</b>                            | CS 890 Erwin Street                     | State Route 61                                     | 0.73                  | 30             |
| Ridge View<br>Drive (CS 817)                                | <b>CARTERSVILLE</b>                            | CS 816 Boatner Avenue                   | CS 853 Allision Circle                             | 0.42                  | 30             |
| River Drive<br>(CS 858)                                     | <b>CARTERSVILLE</b>                            | CS 844 Old Mill Road                    | CS 992 River Drive                                 | 0.27                  | 35             |
| Riverside Drive<br>(CS 922)                                 | <b>CARTERSVILLE</b>                            | State Route 61                          | 0.62 mile north of<br>State Route 61               | 0.62                  | 35             |
| Rowland Springs<br>Road (CS 953)                            | <b>CARTERSVILLE</b>                            | CS 841 Martin Luther<br>King, Jr. Drive | CR 632 Center Road                                 | 0.45                  | 30             |
| Sugar Valley<br>Road (CS 963)                               | <b>CARTERSVILLE</b>                            | State Route 293                         | CR 243 Burnt Hickory<br>Road                       | 0.79                  | 35             |
| Terrell Drive<br>(CS 807)                                   | <b>CARTERSVILLE</b>                            | State Route 61                          | CS 876 Old Mill Road                               | 0.57                  | 30             |
| Thoroughbred<br>Lane (CS 936)                               | <b>CARTERSVILLE</b>                            | CS 992 Erwin Street                     | CS 855 Georgia Boulevard                           | 0.38                  | 30             |
| Wansley Drive<br>(CS 943)                                   | <b>CARTERSVILLE</b>                            | CR 632 Center Road                      | CS 701 Zena Drive                                  | 0.46                  | 30             |
| West Avenue<br>(CS 846)                                     | <b>CARTERSVILLE</b>                            | State Route 293                         | State Route 61                                     | 0.51                  | 25             |
| Woodland Drive<br>(CS 806/867)                              | <b>CARTERSVILLE</b>                            | CS 805 Pine Street                      | CS 866 Plymouth Drive                              | 0.49                  | 30             |
| Zena Drive<br>(CS 701)                                      | <b>CARTERSVILLE</b>                            | State Route 3/US 41                     | CR 229 East Felton Road                            | 0.33                  | 30             |

Item # 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.

3.

To comply with the State of Georgia Radar Permit, it is necessary that said Ordinance be emergency in nature and adopted with one reading.

BE IT AND IT IS HEREBY ORDAINED

EMERGENCY READING: \_\_\_\_\_

\_\_\_\_\_  
MATTHEW J. SANTINI, MAYOR

ATTEST: \_\_\_\_\_  
MEREDITH ULMER, CITY CLERK

Item # 1

Mr. Lovell brought before Council an Ante Litem notice. This notice is in regards to a car accident that occurred between a City Police Officer and Samuel and Mary Waweru. There does not appear to be enough significant evidence to move forward with the claim made against the City from the Waweru's, and denial of the claim is recommended.

Motion to deny the claim was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

### **RESOLUTION NO. 07-18**

### **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA**

**WHEREAS, on or about February 8, 2018, the City of Cartersville received an Ante Litem Notice from Rickard & Nix concerning Samuel Waweru's and Mary Waweru's alleged claims against the City relating to injuries resulting from an automobile accident which occurred on or about December 14, 2017.**

**NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council that the City of Cartersville denies the Ante Litem Notice claim submitted as referenced above, based on the information currently available to it, and directs the City Attorney's Office to inform Rickard & Nix of said denial.**

**BE IT AND IT IS HEREBY RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2018.**

/s/ \_\_\_\_\_  
**Matthew J. Santini, Mayor**  
**City of Cartersville, Georgia**

**ATTEST:/s/ \_\_\_\_\_**  
**Meredith Ulmer, City Clerk**  
**City of Cartersville, Georgia**

#### **I. Monthly Financial Statement**

##### **1. December 2017 Financial Report**

Mr. Rhinehart compared the budget from December 2017 to December 2016; changes in general fund, overall expenditures and changes in department budgets.

Motion to adjourn the meeting was made by Council Member Wren and needing no second. Motion carried unanimously. Vote 5-0.

**Meeting Adjourned**

/s/ \_\_\_\_\_  
Matthew J. Santini  
Mayor

ATTEST:  
/s/ \_\_\_\_\_  
Meredith Ulmer  
City Clerk



# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**Appointment of DDA Board Members**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Appointments                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Department Name:</b>                   | DDA                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Department Summary Recommendation:</b> | The DDA has two board terms that expired February 18, 2018 and are recommending Earline Burke and Mary Ann Henry to serve additional terms as DDA board members. These individuals meet the legal requirements for holding a DDA board seat and have extensive institutional knowledge about the district. They have been board members in good standing and staff recommends their appointment to additional terms expiring February 18, 2022. |
| <b>City Manager's Remarks:</b>            | City Council approval of the reappointments outlined above is recommended for your approval.                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

**DDA Board Member Application**

1. Name: Earline Burke
2. Address: 114 Walnut Dr  
Cartersville, GA 30120
3. Phone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_ (Cell) 770-367-4980
4. Email: earline.burke@cartersvillega.gov
5. Resident of: (Cartersville) yes (Bartow County) yes (Other) \_\_\_\_\_
6. Duration of residency: since 2000
7. Are you the owner or representative of a licensed downtown business? yes
8. Name of business: Georgia Museums and Downtown Gallery
9. Address of business: 501 Museum DR
10. How long has the business been licensed? 2003
11. Where are you currently employed? \_\_\_\_\_
12. What is your current position? Accountant
13. How long have you been with this company? 2000

Either in the space below, or on an attachment, please list any special skills or experience that you feel would strengthen the Downtown Development Authority. (*Professional experience, previous board experience, volunteerism, personality characteristics, et cetera may all be considered.*)

*Have served on DDA Board since 2012. Applying to extend Board participation.*

Either in the space below, or on an attachment, please outline your “vision” for the future of downtown Cartersville and how you can contribute to that process.

I have read and fully understand this application for the Cartersville Downtown Development Authority Board. I am willing to make a Board level commitment to the revitalization of downtown Cartersville. I understand that this is an advisory role to help determine policy issues and that the Downtown Development Manager will serve in administrative capacities for the DDA.

Earline Burke

Signature

2/22/18

Date

Please return completed application to:

Cartersville DDA  
Attn: Lillie Read  
1 Friendship Plaza  
Cartersville, GA 30120  
770.607.3690 (fax)  
770.607.3576 (phone)

Or submit electronically to: [lread@downtowncartersville.org](mailto:lread@downtowncartersville.org)

Item # 2

**DDA Application**

1. Name: MARY ANN HENRY
2. Are you a resident of the city of Cartersville? YES
3. Address: 15 LEE STREET  
City, County, Zip CARTERSVILLE GA 30120
4. Phone: (Day) 770 843 0887 (Evening) \_\_\_\_\_ (Cell) 770 843 0887
5. Email: MARYANNHENRYART@GMAIL.COM
6. How long have you have been a resident in the city of Cartersville?: 10 County?: 13
7. Are you a licensed business owner in the city of Cartersville? YES
8. Business Name: CARTERSVILLE ARTISAN STUDIO
9. Business Address: 21 E MAIN ST. CARTERSVILLE GA 30120
10. How long has the business been licensed by the city? 3 MTHS
11. Where are you currently employed? What is your current position? How long have you been with this company? (A resume may be attached to provide further professional information)  
CARTERSVILLE ARTISAN STUDIO - OWNER - 3 MTHS

12. Either in the space below or on an attachment, please list any special skills or experience that you feel would be strengths for the Downtown Development Authority. (Professional experience, previous Board experience, volunteerism, personality characteristics, etc.)

I HAVE EXPERIENCE AS A COORDINATOR FOR FESTIVAL 34/84 WHICH WAS A FINE ARTS FESTIVAL HELD IN DOWNTOWN CARTERSVILLE.

13. In the space below or on a separate attachment, please list your "vision" for the future of downtown Cartersville, and how you think Cartersville could work towards these goals. How can you help this process?

I WOULD LIKE TO SEE ART FLOURISH IN THE DOWNTOWN TO FURTHER ATTRACT VISITORS. I FEEL I HAVE IDEAS AND EXPERIENCE COORDINATING EVENTS.

I have read and fully understand this application for the DDA Board. I am willing to make a Board level commitment to the revitalization of Downtown Cartersville. I understand that the DDA will determine policy issues and that the Director of Downtown Development will serve in administrative capacities.



Signature

1-2-16

Date

Please complete and return to Cartersville DDA, Attn: Tara Currier

1 Friendship Plaza, Cartersville, GA 30120 – [tcurrier@downtowncartersville.org](mailto:tcurrier@downtowncartersville.org) – 770.607.3690(fax) – 770.607.3576(direct)



# City of Cartersville

## City Council Meeting

3/1/2018 7:00:00 PM

**Z18-01: Rezoning of property on E. Main Street from MN (Mining) and GC (General Commercial) to MF-14 (Multi- Family Residential). Property contains approx. 53 acres.**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Public Hearing - 2nd Reading of Zoning/Annexation Requests                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Department Name:</b>                   | Planning and Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department Summary Recommendation:</b> | The applicant wishes to construct a 238 unit multi-family residential development (apartments) on 53 acres. Approximately 30 acres are directly impacted by the development. The 53-acre site was previously mined. Mining activities have created conditions that make it difficult to develop the entire site. The 238 units will be incorporated in eight (8) buildings oriented around three (3) parking lot areas primarily central and to the east of the site. The project will be accessed from the existing driveway that services Avonlea from E. Main Street. The price point for the apartments is anticipated to be set at the higher end market value, similar to Avonlea. Planning Commission recommends approval. |
| <b>City Manager's Remarks:</b>            | Your package contains information regarding the rezoning of the E. Main Street Property. This is a 238 unit, multi-family, residential development on 59 acres. The package also includes a letter from Cartersville City Schools Superintendent, Dr. Howard Hinesley, asking for consideration of the application to be delayed until the March meeting. The Planning Commission recommends Council approval.                                                                                                                                                                                                                                                                                                                    |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## ***ZONING SYNOPSIS***

Petition Number(s): **Z18-01**

### ***APPLICANT INFORMATION AND PROPERTY DESCRIPTION***

Applicant: **Quintus Corporation**

Representative: **Jeff Watkins, Esq.**

Property Owner: **Forty One Connector, Ltd**

Property Location: **E. Main Street near Avonlea Apartments (950 Main Street)**

Access to the Property: **E, Main Street @ Avonlea driveway**

#### ***Site Characteristics:***

Tract Size: Acres: **53.84+/-** District: **4<sup>th</sup>** Section: **3<sup>rd</sup>** LL(S): **33, 334, 387, 388**

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

### ***LAND USE INFORMATION***

Current Zoning: **MN (Mining) & GC (General Commercial)**

Proposed Zoning: **MF-14 (Multi-Family Residential. Max. 14 units/ gross acre)**

Proposed Use: **Multi- Family Residential (238 unit apartment complex)**

Current Zoning of Adjacent Property:

North: **MN, R-15 (Single Family Residential), Unincorporated R-3 (MF Residential)**

South: **G-C (General Commercial)**

East: **MN, MF-14\*(Avonlea)**

West: **GC, R-10 (Single Family Residential), Unincorporated R-3**

The Future Development Plan designates the subject properties as: **Main Street & Regional Activity Center Areas**

The Future Land Use Map designates the subject properties as: **Commercial, Commercial Mixed-Use and Industrial**

## **ZONING ANALYSIS**

### **Project Summary:**

In 2000, AZ00-06, annexed and rezoned 8.79 acres to MF-14, for the purposes of developing Avonlea (north parcel). Congruently, Z00-12, requested the rezoning of 8.51 acres from MN (Mining) to MF-14, also for the purposes of developing Avonlea (south parcel). Both zoning cases were adopted on 11-2-00. Both zoning cases were approved with the following conditions:

*Maximum # of units be 228 with only a 10% plus or minus tolerance for the final count;*

*Final count of (90)-1BR units, (102)- 2BR units and (36)- 3BR units.*

An additional condition providing a 10ft easement along E. Main Street was included for Z00-12.

Avonlea was constructed on a combined assemblage of 16.622 acres with 10 residential buildings containing a total of 228 units.

For this application, the applicant wishes to construct a 238 unit multi-family residential development (apartments) on 53 acres. Approximately 30 acres are directly impacted by the development. The 53 acre site was previously mined. Mining activities have created conditions that make it difficult to develop the entire site. The 238 units will be incorporated in eight (8) buildings oriented around three (3) parking lot areas primarily central and to the east of the site. The project will be accessed from the existing driveway that services Avonlea from E. Main Street.

The price point for the apartments is anticipated to be set at the higher end market value, similar to Avonlea.

### **City Departments Reviews**

**Electric:** Takes No Exception

**Fibercom:** Takes No Exception

**Fire:** No exceptions taken provided city development regulations are followed.

**Gas:** Takes No Exception

**Public Works:** No comments received.

### **Water and Sewer:**

#### **WATER SERVICE COMMENTS:**

This property is located in the City of Cartersville Water Department's water service area. The Owner/Developer is advised to proceed as soon as possible with development of site plans and water demand calculations to determine if the site elevations can be served by the water system. The Owner/Developer will be responsible for all costs associated with hydraulic studies for determining

water service availability. The Owner/Developer will be responsible for all costs for water system improvements and water line extensions necessary to serve the proposed development.

#### SEWER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department's sewer service area. The Owner/Developer is advised to proceed as soon as possible with development of site plans and sewer flow calculations to determine if sewers adjacent to the site have sufficient capacity to serve the proposed development. The Owner/Developer will be responsible for all costs for sewer line extensions and upgrades to existing sewer lines necessary to serve the proposed development.

**Cartersville School System:** Per a letter received from the Superintendent, Dr. Hinesley, additional time is being requested to consider the effects of this proposed project on school system resources. See attached.

#### **Public Comments:**

As of 1/29, one inquiry was received from Ms. Patricia Henry, 738 MLK Jr Dr. She called with general questions about the project and expects to attend the planning commission meeting.

#### **STANDARDS FOR EXERCISE OF ZONING POWERS.**

1. *The existing land uses and zoning of nearby property.*  
**The existing land use to the East and Northeast is, generally, forested and undeveloped following the completion of the mining activities. The Avonlea apartments are also located to the east. Two Residential neighborhoods are located to the west. One neighborhood on Timber Ridge Drive is unincorporated and zoned R-3, multi-family, for townhomes. The second neighborhood is in the City and zoned R-10 along MLK Blvd and High Moon Street. A few lots on High Moon Street are unincorporated and zoned A1 (Agriculture). To the south and southwest are commercial properties.**

**Because of the available greenspace and natural buffers, the adjacent land uses are not expected to be adversely impacted.**

2. *The suitability of the subject property for the zoned purposes.*  
**The site was formerly used for mining. Mining activities have ended. Rezoning the property may allow more land use options not afforded in the mining category.**

3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*  
**No additional mining activities will occur, so the land as currently zoned may serve no purpose except as undeveloped, green space. The owner wishes to use the land in a manner that will return the highest and best use. Rezoning and redevelopment for a multi-family use may satisfy a need in the community by providing additional housing options.**
4. *Whether the subject property has a reasonable economic use as currently zoned.*  
**If the land has been exhausted of its' minerals and mining interest, the property may not have a reasonable economic use as currently zoned.**
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*  
**The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential and commercial properties. The proposed use may not be appropriate if mining activities are occurring or may still occur on the adjacent northeast properties that shall remain zoned for Mining.**
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*  
**The proposed zoning is not expected to have an adverse effect on the existing use or usability of the adjacent properties unless the proposed use would restrict future activities on the adjacent mining properties.**
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*  
**The zoning proposal generally conforms with the Future Development Map and Comprehensive Land Use Plan.**
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*  
**Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations. No adverse effects are anticipated if all environmental regulations are adhered to.**
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*  
**The zoning proposal is not expected to create a burden on public facilities or utilities. A traffic study may be required for the project by the City of by the Georgia Department of Transportation.**

10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

**There are no other known conditions affecting the use or development of the property. New development along this section of E. Main Street continues to be proposed and is expected to continue.**

**STAFF RECOMMENDATION:**

The proposed zoning should have minimal impact on adjacent residential properties as long as all natural buffers are implemented. The proposed land use may be appropriate for the property and adjacent properties, unless mining activities continue or may continue on the adjacent properties to the east and northeast. The proposed land use is also consistent with the Future Development Map, the Future Land Use Map and the goals and policies set forth in Comprehensive Plan for E. Main Street. Utilities for residential and commercial use are available for the project along E. Main Street.

The only opposition may come from the Cartersville School District based on their previous positions on multi-family housing. Per the CCSD, apartment projects have presented challenges with accurately estimating the number of school age children and planning and budgeting for services such as transportation, meals, and class room size.

Staff recommends approval.

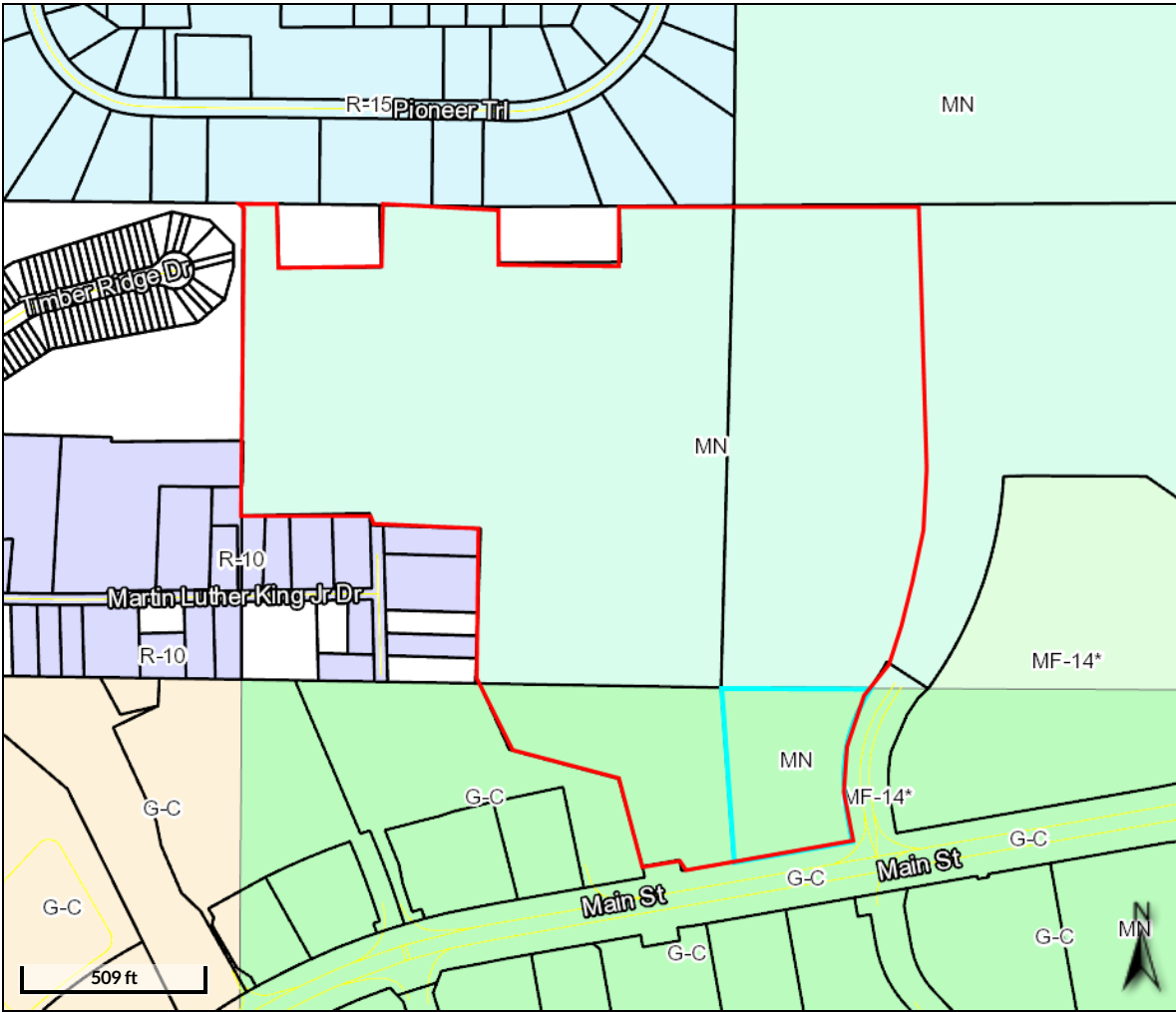
**PLANNING COMMISSION RECOMMENDATION:**

**Recommends Approval. (Vote: 4-0).**

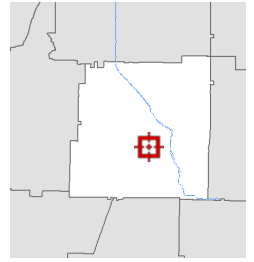


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Bartow County, GA



Overview



|                              |                                           |                     |            |                      |                        |
|------------------------------|-------------------------------------------|---------------------|------------|----------------------|------------------------|
| <b>Parcel ID</b>             | C007-0001-007                             | <b>Alternate ID</b> | 43020      | <b>Owner Address</b> | NEW RIVERSIDE OCHRE CO |
| <b>Sec/Twp/Rng</b>           | n/a                                       | <b>Class</b>        | Industrial |                      | P O BOX 1434           |
| <b>Property Address</b>      | MAIN ST                                   | <b>Acreage</b>      | 3.84       |                      | CARTERSVILLE GA 30120  |
|                              | Cartersville                              |                     |            |                      |                        |
| <b>District</b>              | Cartersville                              |                     |            |                      |                        |
| <b>Brief Tax Description</b> | LL388 LD4                                 |                     |            |                      |                        |
|                              | (Note: Not to be used on legal documents) |                     |            |                      |                        |

Date created: 1/11/2018

Last Data Uploaded: 1/10/2018 11:31:03 PM



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The Schneider Corporation

## Z18-01. Public Notice Images. Dtd 1-11-18





# Cartersville School System

KELLEY A. DIAL, PRESIDENT  
TRAVIS POPHAM, VICE-PRESIDENT  
S. PAT BROADNAX, SECRETARY

FLOYD BRAID  
TIM CHASON  
LOUISE PANTER  
CAROLYN JOHNSON

J. HOWARD HINESLEY, Ed.D.  
SUPERINTENDENT

KENNETH CLOUSE, Ed.S.  
ASSISTANT SUPERINTENDENT

January 29, 2018

Mr. David Hardegree  
City of Cartersville  
Planning and Zoning Department  
10 N. Public Square  
P.O. Box 1390  
Cartersville, GA. 30120

Dear Mr. Hardegree:

Thank you for the opportunity to review the application to rezone 53 acres on East Main Street, adjacent to Avonlea Apartments. It is my understanding the proposed rezoning is to change the current zoning of mining and general commercial to multi-family so a 238 unit apartment complex can be built.

I have serious concerns regarding the proposed rezoning. Approval of the application will have a significant impact on our school district facilities, transportation and student services. Sound practice is for a city to have a 70% ownership and 30% rental ratio. Prior to the recession in 2008, the property ownership/rental ratio in Cartersville was approximately 68% ownership and 32% rental. Since the recession, there has been a significant increase in rental property in the city causing an imbalance in the desired ownership/rental ratios. The latest city data shows a 50.1% property ownership compared to 49.9% rental property. The latest State of Georgia data shows the state with a 62.8% home ownership with 37.2% rental property. Based on this information, Cartersville is significantly out of balance and trending even more so. Therefore, we strongly oppose this project.

I would like to respectfully request consideration of this application be delayed until the March meeting so a representative of the school system can be present to make a presentation to the Planning Commission. I am requesting this continuance because of the late notice we received about this application. We do not have anyone knowledgeable of this situation available to speak to the Planning Commission at the February 6, 2018 meeting.

Thank you in advance for considering my request.

Sincerely,

J. Howard Hinesley, Ed.D.  
Superintendent

cc: Board Members

Ken Clouse

Ken Paige

15 NELSON STREET • P.O. BOX 3310 • CARTERSVILLE, GA 30120 • 770-382-5880 • Fax 770-387-7476 • [www.cartersvilleschools.org](http://www.cartersvilleschools.org)

Accredited by the Southern Association of Colleges and Schools & Georgia Accrediting Commission, Incorporated.

It is the policy of the Cartersville School Board not to discriminate on the basis of sex, race, marital status, age, religion, national origin or handicap in its educational programs, activities or employment practices.

Item # 3

# Application for Rezoning

City of Cartersville

Case Number: 218-01

Date Received: 12/1/17

Public Hearing Dates: 2/6/18

Planning Commission 5:30pm

1<sup>st</sup> City Council Tues 2/13/18

7:00pm

2<sup>nd</sup> City Council 3/1/18

7:00pm

Applicant QUINTUS CORPORATION Office Phone 770-951-2278 EXT 304  
(printed name)  
Address 1827 POWERS FERRY RD, BLDG 2, STE 200 Mobile/ Other Phone 704-280-0770  
City ATLANTA State GA Zip 30339 Email JEFF@QUINTUSCORP.NET  
Representative's printed name (if other than applicant) JEFFREY A. WATKINS, ESQ. Phone (Rep) 770-382-7017  
Representative Signature [Signature] Email (Rep) JEFF@JEFFWATKINSLAW.COM  
Signed, sealed and delivered in presence of: [Signature] My commission expires: APRIL 17, 2019  
Notary Public Jaren Sutton

\* Titleholder FORTY ONE CONNECTOR, LTD Phone 770-386-3954  
(titleholder's printed name)  
Address P.O. Box 1708, Cartersville, GA 30120 Email kenarbutler@gmail.com  
Signature Kena R. Butler  
Signed, sealed, delivered in presence of: [Signature] My commission expires: APRIL 21, 2021  
Notary Public Mary E. Keith

Present Zoning District MN and GC Requested Zoning MF-14  
Acreage 53.837 Land Lot(s) 333, 334, 387, 388 District(s) 4TH Section(s) 3RD  
Location of Property: MAIN STREET, CARTERSVILLE, GA (PARCELS C0007-002-003 AND C007-0002-002)  
(street address, nearest intersections, etc.)  
Reason for Rezoning Request: TO ALLOW FOR THE DEVELOPMENT OF AN APARTMENT COMPLEX  
(attach additional statement as necessary)

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

**CAMPAIGN DISCLOSURE REPORT**  
**FOR REZONING ACTIONS**

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

Date of Application: November 30, 2017

Date Two Years Prior to Application: November 30, 2015

Date Five Years Prior to Application: November 30, 2012

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

|                               | YES   | NO       |
|-------------------------------|-------|----------|
| Mayor: Matt Santini           | _____ | <u>✓</u> |
| Council Member:               |       |          |
| Ward 1- Kari Hodge            | _____ | <u>✓</u> |
| Ward 2- Jayce Stepp           | _____ | <u>✓</u> |
| Ward 3- Louis Tonsmeire, Sr.  | _____ | <u>✓</u> |
| Ward 4- Lindsey McDaniel, Jr. | _____ | <u>✓</u> |
| Ward 5- Dianne Tate           | _____ | <u>✓</u> |
| Ward 6- Taff Wren             | _____ | <u>✓</u> |
| Planning Commission           |       |          |
| Sandra Cline                  | _____ | <u>✓</u> |
| Harrison Dean                 | _____ | <u>✓</u> |
| Robert Ed Hicks               | _____ | <u>✓</u> |
| Lamar Pendley                 | _____ | <u>✓</u> |
| Lamar Pinson                  | _____ | <u>✓</u> |
| Travis Popham                 | _____ | <u>✓</u> |
| Jeffery Ross                  | _____ | <u>✓</u> |

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

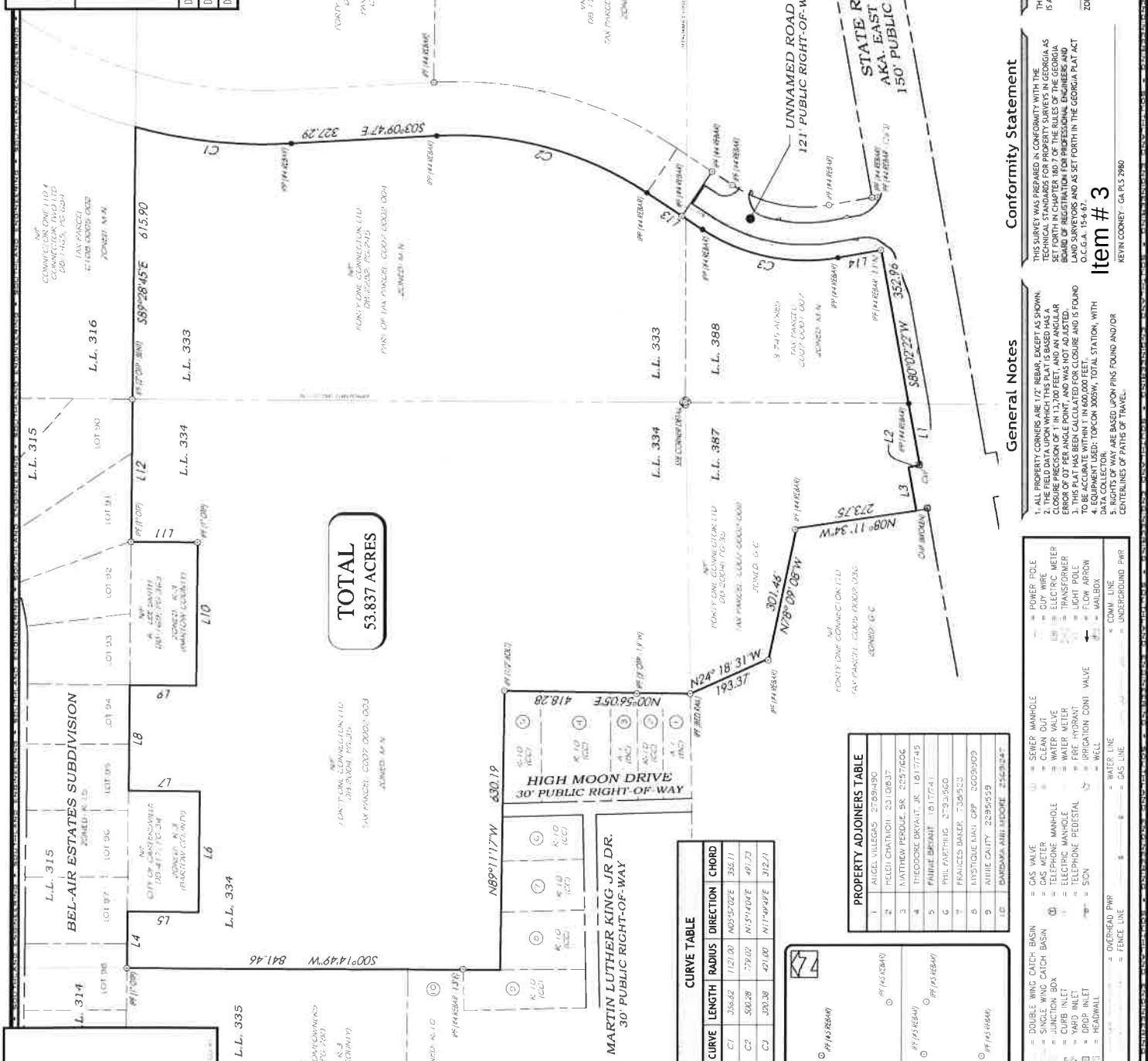
Jeff Carter 11/30/17  
Signature Date

Jeff Carter  
Print Name

REZONING DRAWING FOR:  
**QUINTUS CORP.**  
LOCATED IN LAND LOTS 333, 334, 387 & 388  
4TH DISTRICT, 3RD SECTION  
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA  
DATE: OCTOBER 25, 2017 REV: \_\_\_\_\_ JOB NO: 17146  
DATE OF FIELDWORK: OCTOBER 11, 2017  
DRAWN BY: KNC CHECKED BY: KNC APPROVED BY: KNC



NOT TO SCALE  
PART OF 1A PARCEL CDDT 0002V 004  
ZONED M-1A  
PART OF 1A PARCEL CDDT 0002V 004  
ZONED M-1A  
PART OF 1A PARCEL CDDT 0002V 004  
ZONED M-1A



**LINE TABLE**

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | N89°01'17"W | 430.19 |
| L2   | S00°01'49"W | 841.46 |
| L3   | N89°01'17"E | 100.25 |
| L4   | N89°01'17"E | 100.25 |
| L5   | N00°25'58"E | 160.00 |
| L6   | N89°24'02"W | 272.30 |
| L7   | S00°25'58"W | 160.00 |
| L8   | N89°24'02"W | 272.30 |
| L9   | N00°25'58"E | 160.00 |
| L10  | N89°24'02"W | 272.30 |
| L11  | S00°24'45"W | 149.99 |
| L12  | N89°24'15"W | 322.70 |
| L13  | N00°58'13"W | 99.93  |

**CURVE TABLE**

| CURVE | LENGTH | RADIUS  | DIRECTION   | CHORD  |
|-------|--------|---------|-------------|--------|
| C1    | 356.62 | 1121.00 | N00°55'02"E | 355.11 |
| C2    | 500.28 | 779.02  | N15°14'04"E | 491.73 |
| C3    | 330.38 | 421.00  | N17°04'46"E | 312.71 |

**PROPERTY ADJOINERS TABLE**

| NO. | NAME                | ADDRESS  |
|-----|---------------------|----------|
| 1   | ALICE VILLEGAS      | 2709/90  |
| 2   | THELMA CHATFIELD    | 2310/837 |
| 3   | MATTHEW PERDUE SR.  | 2157/606 |
| 4   | THEODORE DUBOIS JR. | 1817/745 |
| 5   | PHILIP BREANT       | 1817/741 |
| 6   | PHILIP BREANT       | 2793/560 |
| 7   | FRANCIS BAKER       | 7395/523 |
| 8   | MYSTIQUE NAIL GPP   | 2500/409 |
| 9   | ANTHONY GAUTY       | 3295/559 |
| 10  | SANDRA ANN BUCKNER  | 2543/347 |

**Corner Detail**

**General Notes**

- ALL PROPERTY CORNERS ARE 1/2" REBAR EXCEPT AS SHOWN.
- THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A TECHNICAL STANDARD FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180.7 OF THE RULES OF THE GEORGIA SURVEYING BOARD. THE SURVEYOR HAS EXERCISED DUE CARE AND SKILL IN THE PERFORMANCE OF HIS DUTY AND AS SET FORTH IN THE GEORGIA LAND ACT O.C.G.A. 15-6-67.
- EQUIPMENT USED: TOPCON 300SW, TOTAL STATION, WITH DATA COLLECTOR. ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.

**Conformity Statement**

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180.7 OF THE RULES OF THE GEORGIA SURVEYING BOARD. THE SURVEYOR HAS EXERCISED DUE CARE AND SKILL IN THE PERFORMANCE OF HIS DUTY AND AS SET FORTH IN THE GEORGIA LAND ACT O.C.G.A. 15-6-67.

**Recording Statement**

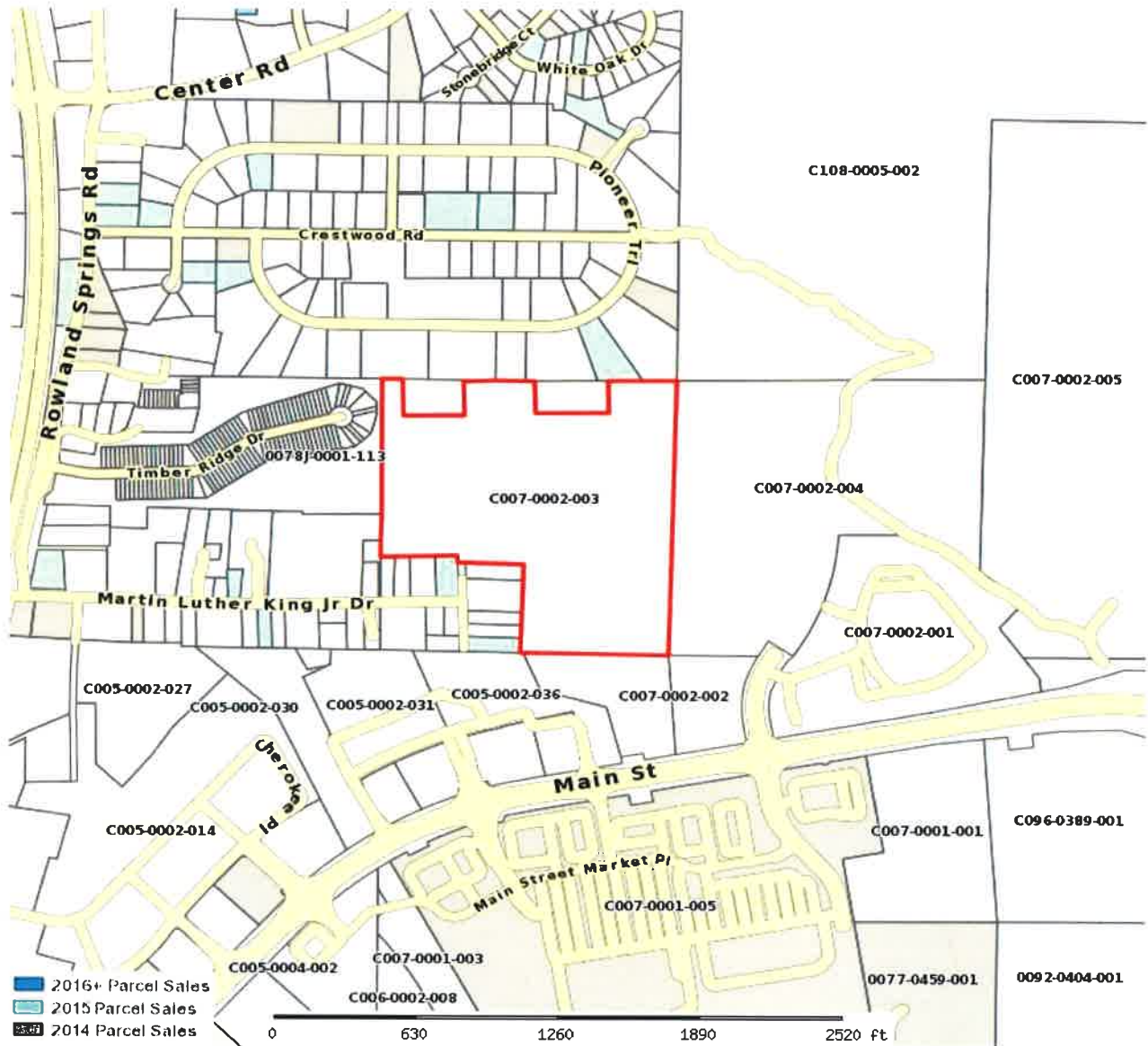
THIS PLAN HAS BEEN REVIEWED BY THE ZONING DEPARTMENT AND IS AUTHORIZED TO BE RECORDED.

**Item # 3**

KEVIN COONEY - GA PLS 2980

**ZONING DEPARTMENT**

MN



Item # 3

### Bartow County Assessor

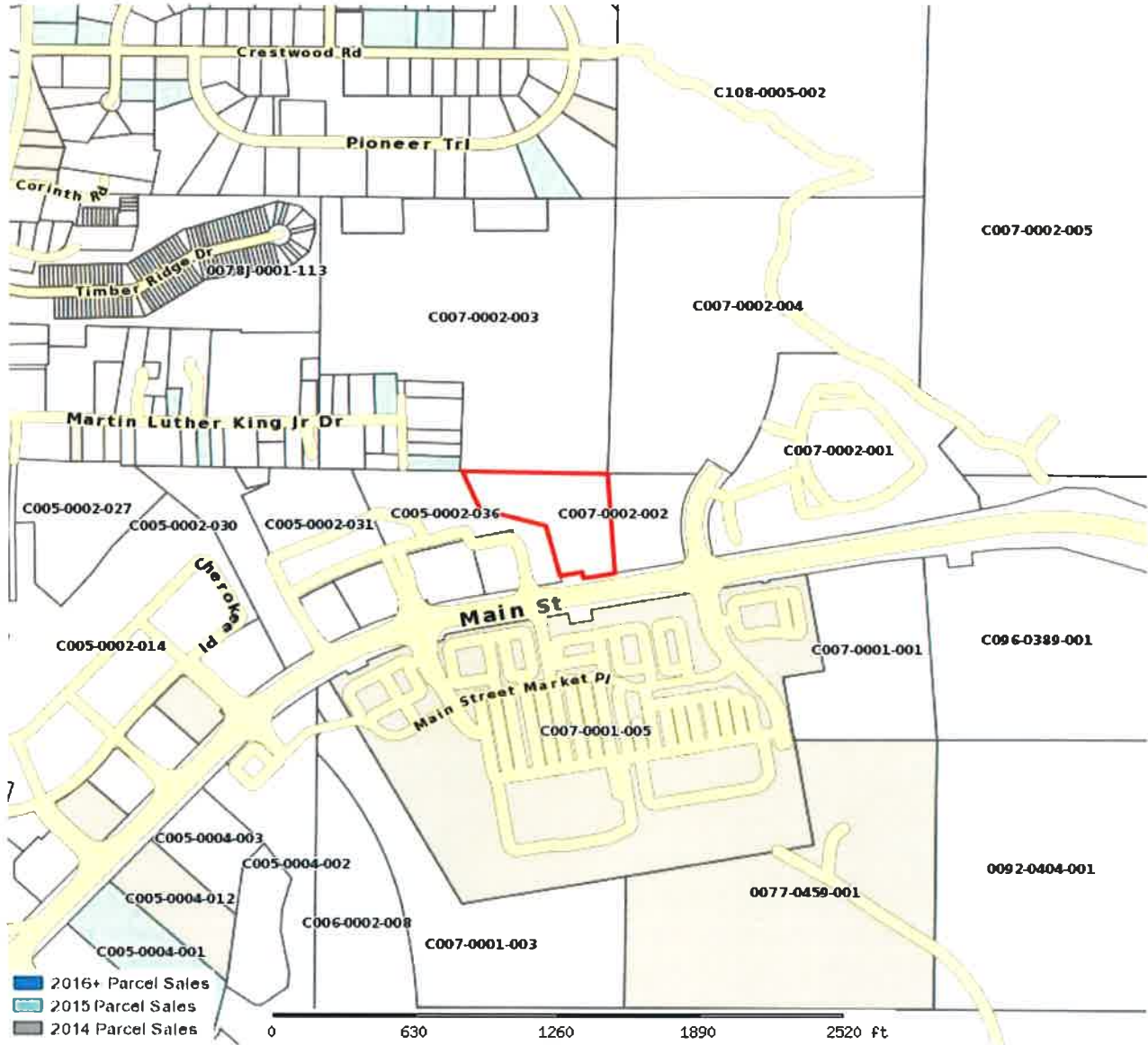
Parcel: 19480 Acres: 0

|       |                                         |                |           |
|-------|-----------------------------------------|----------------|-----------|
| Name: | FORTY ONE CONNECTOR LTD                 | Land Value     | \$ 35,900 |
| Site: | MARTIN LUTHER KING DR                   | Building Value | 0         |
| Sale: | \$512,500 on 2005-12-01 Reason=U Qual=X | Misc Value     | 0         |
| Mail: | PO BOX 1708<br>CARTERSVILLE, GA 30120   | Total Value:   | \$ 35,900 |
|       |                                         |                |           |
|       |                                         |                |           |
|       |                                         |                |           |



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

Date printed: 11/02/17 : 11:19:31



Item # 3

# Bartow County Assessor

Parcel: 32911 Acres: 0

|       |                                 |                |            |
|-------|---------------------------------|----------------|------------|
| Name: | FORTY ONE CONNECTOR LTD         | Land Value     | \$ 551,400 |
| Site: | MAIN ST                         | Building Value | 0          |
| Sale: | 0 on 2005-12-01 Reason=U Qual=X | Misc Value     | 0          |
| Mail: | PO BOX 1708                     | Total Value:   | \$ 551,400 |
|       | CARTERSVILLE, GA 30120-1708     |                |            |
|       |                                 |                |            |



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

Date printed: 11/02/17 : 12:29:20

## David Hardegree

---

**From:** Jeff Watkins <jeff@jeffwatkinslaw.com>  
**Sent:** Tuesday, February 06, 2018 5:01 PM  
**To:** David Hardegree  
**Subject:** Quintus Rezoning - East Main Street

David,

Per our discussion today, the Bedroom to unit count and rental price points for the proposed Apartment development are as follows:

1 Bedroom – 104 units (\$1,020 to \$1,210)  
 2 Bedroom – 122 units (\$1,416 to \$1,519)  
 3 Bedroom – 12 units (\$1,700 and up)

Please let me know if you have any questions regarding the above.

Regards,

Jeff

Jeffrey A. Watkins, Esq.  
 Jeffrey A. Watkins, P.C.  
 Attorney at Law  
 128 West Cherokee Avenue  
 Cartersville, Georgia 30120  
 Phone: (770) 382-7017  
 Fax: (770) 382-3833  
[www.jeffwatkinslaw.com](http://www.jeffwatkinslaw.com)  
[jeff@jeffwatkinslaw.com](mailto:jeff@jeffwatkinslaw.com)

NOTE: The rules imposed by IRS Circular 230 require us to state that, unless it is expressly stated below or in an attachment hereto, any opinions expressed with respect to a significant tax issue are not intended or written by the practitioner to be used, and cannot be used by the receipt, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction(s) or tax-related matter(s) that may be addressed herein.

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**Ordinance**  
**of the**  
**City of Cartersville, Georgia**

**Ordinance No.**

**Petition No. Z18-01**

**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 Forty One Connector, Ltd. Property is located East Main Street near Avonlea Apartments (950 Main Street). Said property contains 53.84 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lots 33,334,387, and 388 as shown on the attached plat Exhibit "A". Property is hereby rezoned from MN (Mining) to MF-14 (Multi-Family Residential. Maximum of 14 units/gross acre). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this 13<sup>th</sup> day of February 2018.**

**ADOPTED Seconding Reading this \_\_\_\_\_ of \_\_\_\_\_ 2018.**

/s/ \_\_\_\_\_  
**Matthew J. Santini, Mayor**

**ATTEST:**

/s/ \_\_\_\_\_  
**Meredith Ulmer, City Clerk**



# City of Cartersville

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**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**Charter Amendment**

---

|                                           |                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Second Reading of Ordinances                                                                                                                                                                                                                                                                            |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                                                                                                          |
| <b>Department Summary Recommendation:</b> | The Charter Amendment has been prepared by the City attorneys with Council input. The Amendment allows Council the flexibility to hire a City Manager either at will or by a contract, which is standard for any manager. It also clears up the language in regards to Council interference with staff. |
| <b>City Manager's Remarks:</b>            | City Council approval of the charter amendment is recommended.                                                                                                                                                                                                                                          |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                         |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                         |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                         |
|                                           |                                                                                                                                                                                                                                                                                                         |

---

**ORDINANCE NO. \_\_\_\_\_**

**WHEREAS**, the Mayor and City Council have determined that due to the changing market and employment conditions, it is necessary to revise the City of Cartersville Charter to allow the Mayor and City Council, the flexibility to hire a City Manger either at will or by a contract;

**WHEREAS**, pursuant to O.C.G.A. § 36-35-3(b)(1) the City has published a notice containing a synopsis of the proposed City of Cartersville Charter Amendment, once a week for the three following weeks on January 25, 2018, February 1, 2018, and on February 8, 2018, in the official organ of Bartow County, Georgia, being The Daily Tribune News;

**WHEREAS**, the Mayor and City Council have also, pursuant to O.C.G.A. § 36-35-3(b)(1), provided a copy to the City Clerk of the City of Cartersville and the Clerk of the Superior Court of Bartow County, Georgia, for examination and inspection by the Public;

**WHEREAS**, additionally, the Mayor and City Council, have determined that the Charter should more clearly define the role of the City Manager, and the Mayor and City Council, in regard to the administration of the City and this proposed amendment to the Charter to define the same;

**NOW BE IT AND IT IS HEREBY ORDAINED** by the Mayor and City Council of the City of Cartersville, that the City of Cartersville Charter be amended by adding a new Section 2.11 Council Interference with Administration to Article II. City Government, as follows and by deleting Article III Organization and Personnel Section 3.03 – City Manager; appointment, compensation in its entirety and replacing it as follows:

1.

**Sec. 2.11. – Council Interference with Administration.**

Except for the purpose of inquires and investigations, the Mayor and City Council or its members shall deal with city officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Mayor or City Council nor its members shall give orders to any such officer or employee, either publicly or privately.

2.

Section 3.03. City Manager, appointment, compensation.

(a) the Mayor and City Council shall appoint a city manager to serve subject to the pleasure of the Mayor and City. If, however, the Mayor and City Council deem it necessary and in the best interests of the City of Cartersville, they are authorized to make a contract with the city manager on such terms as may be mutually agreed upon, the term of the contract not to extend beyond the term of the Mayor and City Council. The contract, however, may include provisions relative to a procedure for removal of the city manager or relative to the termination of the contract.

(b) The City Manager shall be the head of the administrative branch of the city government. The City manager shall be chosen by the Mayor and City Council on the basis of his/her administrative qualifications with special reference to his/her actual experience in, and knowledge of, the duties of the office as hereinafter prescribed. At the time of his appointment he/she need not be a resident of the City, but shall reside therein during his/her tenure of office. The City Manager shall receive such salary and benefits as the Mayor and City Council shall fix.

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 Charter of the 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**  
**3/1/2018 7:00:00 PM**  
**Opioid Epidemic Resolution and Litigation**

|                                           |                                                                                                                                                                                                                                                                                  |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Resolutions                                                                                                                                                                                                                                                                      |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                                                                                   |
| <b>Department Summary Recommendation:</b> | <p>Included in this item is a Resolution declaring the opioid epidemic a public nuisance and a retention agreement retaining Brinson, Asken &amp; Berry to represent the City of Cartersville in this matter.</p> <p>Both items are recommended to the Council for approval.</p> |
| <b>City Manager's Remarks:</b>            | City Council approval of the attached resolution and retention agreement with Brinson, Asken & Berry is recommended.                                                                                                                                                             |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                  |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                  |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                  |

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA REGARDING OPIOID CRISIS**

**WHEREAS**, the United States and the several States, including the State of Georgia, are experiencing, in the words of the Center for Disease Control and Prevention, an opioid-induced “public health epidemic,” and;

**WHEREAS**, on October 26, 2017, the President of the United States declared the opioid crisis to be a “public health emergency,” and;

**WHEREAS**, 91 Americans die every day from an opioid overdose, with more than 15,000 deaths involving prescription opioids alone in 2015, and;

**WHEREAS**, data from the Center for Disease Control and Prevention demonstrates that 17.7% of Georgia High School students reported taking prescription pain killers without a doctor’s prescription, and;

**WHEREAS**, from 2014 to 2015 Georgia had a 64% increase in deaths by synthetic opioids (tramadol and fentanyl) and a 37.5% increase in Heroin deaths, and;

**WHEREAS**, in 2006 opioid drug overdose deaths were 31.5% of all overdose deaths and in 2015 accounted for 68.8% of overdose deaths in Georgia, and;

**WHEREAS**, governments (including federal, state and local) have born substantial financial and societal burden related to this crisis and epidemic and will incur costs for this nuisance for years to come into the foreseeable future, and;

**WHEREAS**, certain manufacturers and distributors knowing of the serious risks and adverse outcomes related to the use of their products, including their highly addictive nature, nevertheless did purposefully set out to persuade providers, regulators and patients that their products were safe and effective; and;

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor and City Council of the City of Cartersville finds and declares that there exists a public nuisance related to such products and that the City of Cartersville shall pursue such legal action as is available against such individuals, manufacturers, distributors and others as are necessary, either by itself or in concert with others, and to the full extent available under the law.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this \_\_\_\_ day of March, 2018.

/s/ \_\_\_\_\_

Matthew J. Santini, Mayor  
City of Cartersville, Georgia

ATTEST:

/s/ \_\_\_\_\_

Meredith Ulmer, City Clerk  
City of Cartersville, Georgia

Item # 5

## **RETENTION AGREEMENT FOR OPIOID LITIGATION**

WHEREAS, the City of Cartersville has determined that claims should be made against AmerisourceBergen Corp., McKesson Corp., Cardinal Health 110, LLC, Cardinal Health, Inc., Cardinal Health 105, Inc, Cardinal Health 108, LLC, Cardinal Health 112, LLC, Cardinal Health 414, LLC, The Harvard Drug Group, LLC, Purdue Pharma, L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries USA, Ltd., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Allergan , PLC f/k/a Actavis, PLC, Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Watson Laboratories, Inc., Actavis, LLC, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., and other similar pharmaceutical companies (hereinafter "Pharmaceutical Companies") which have engaged in violations of Medicaid Fraud Control Act and other violations of law in the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they are neither safe nor effective; and

WHEREAS, the City of Cartersville has determined that the investigation, research, and litigation of the claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with the Pharmaceutical Companies' wrongful actions and/or inactions and related issues for an extended period of time; and,

WHEREAS, the City of Cartersville has further determined that it is in the best interests of the City and its citizens that the City Commission authorize Attorney, J. Anderson Davis to represent it in such litigation and to associate other counsel, if needed, to proceed with the claims against the Pharmaceutical Companies

IT IS, ACCORDINGLY, AGREED as follows:

1. The City of Cartersville hereby retains J. Anderson Davis, and his firm, Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP, and its lawyers ("Law Firm"), who are hereby designated to investigate, research, and prepare

claims or complaint(s) for the City of Cartersville to file in any appropriate Court or before any appropriate governmental agency.

2. The City of Cartersville does not relinquish its authority or responsibility through this Retention Agreement. The City of Cartersville has the sole authority to settle this litigation on behalf of the City and its citizens, and the Law Firm shall apprise the City of Cartersville of all settlement offers. The Law Firm shall consult with the Manager of the City of Cartersville and obtain his approval on all material matters pertinent to the claims and any litigation arising therefrom; including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. The City of Cartersville and the Law Firm both recognize that the claims present numerous factual and legal obstacles and that no assurance of success on the claims has or can be made.

3. Notwithstanding the potential difficulties, the Law Firm has agreed to represent the City of Cartersville, and the City of Cartersville hereby agrees that the Law Firm will be compensated for any monies recovered by the City of Cartersville on the following basis:

- a. Recovery of Attorneys' Fees: The City of Cartersville may request that the Court, to the extent permitted by applicable law, award the City and the Law Firm reasonable attorneys' fees.
- b. In addition, the Law Firm will be entitled to compensation that, along with any award of attorneys' fees, shall not exceed Twenty-five percent (25%) of the total amount recovered.
- c. All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the City of Cartersville, shall be borne entirely by the Law Firm, but shall be reimbursed from any gross recoveries from the pursuit of the claims.

d. The Law Firm shall receive no compensation or reimbursement other than set out above, and all within conformity of law. In the event that no recovery is realized, the Law Firm shall receive no compensation or reimbursement.

4. With the approval of the City of Cartersville, the Law Firm may associate other attorneys at its own expense and at no cost to the City of Cartersville. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firm's commitments delegable without the express, written approval of the City of Cartersville.

Dated this \_\_\_\_\_ day of March, 2018.

CITY OF CARTERSVILLE

\_\_\_\_\_  
Matthew J. Santini, Mayor  
City of Cartersville, Georgia

ATTEST:

\_\_\_\_\_  
Meredith Ulmer, City Clerk  
City of Cartersville, Georgia

(SEAL)

ACCEPTED BY:

BRINSON, ASKEW, BERRY,  
SEIGLER, RICHARDSON & DAVIS, LLP

\_\_\_\_\_  
J. ANDERSON DAVIS



# City of Cartersville

**City Council Meeting  
3/1/2018 7:00:00 PM  
Development Agreement - Four Season Phase 4**

---

|                                           |                                                                                                                                                                       |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                  |
| <b>Department Name:</b>                   | Gas System                                                                                                                                                            |
| <b>Department Summary Recommendation:</b> | This agreement provides for gas appliances as part of our Gas Advantage program in all of the homes. We recommend approval of this agreement for Four Season Phase 4. |
| <b>City Manager's Remarks:</b>            | City Council approval of this agreement is recommended.                                                                                                               |
| <b>Financial/Budget Certification:</b>    | N/A                                                                                                                                                                   |
| <b>Legal:</b>                             | The has been approved by the city attorney.                                                                                                                           |
| <b>Associated Information:</b>            |                                                                                                                                                                       |

---

AFTER RECORDING RETURN TO:  
 ARCHER & LOVELL PC  
 PO BOX 1024  
 CARTERSVILLE GA 30120

## DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the "**City**") and **H & H DEVELOPERS, LLC**, a Georgia Limited Liability Company (hereinafter the "**Developer**").

### WITNESSETH:

WHEREAS, Developer is the owner of certain property being developed as **Four Season Phase 4**, (the "**Property**"), which is more particularly described in Exhibit "A" attached hereto, and which is zoned as a PUD under the zoning ordinance of Fulton County, Georgia, and currently planned to be a 93 residential lot development; and

WHEREAS, Developer, in consideration of the benefits and opportunities provided to it as hereinafter described, and the City, in consideration of the benefits and opportunities to be provided to it by serving the development (the "**Project**") with natural gas facilities, are desirous of entering into this agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Agreement and Assurances on the Part of Developer

The Developer has submitted a preliminary plat for the development of residential lots, which shall be reviewed by the City, and natural gas facilities shall be planned such that a natural gas system shall be installed in order to provide natural gas service to the residences. All plat submissions shall be by electronic CAD file in NAD 83, Georgia State Plane West Zone, U.S. Foot coordinates and two (2) sets of legible, "to-scale" printed plans.

In the future phases of the Project, if any; Developer shall furnish preliminary site plan layouts within 60 days of commencing proposed project planning of initial gas service. If such site plan(s) are not provided within this time frame, the initial natural gas system will be designed to provide natural gas service to only the residences shown on the provided plats. Any and all improvements of the initial natural gas facilities required to serve any additional residences will be at the expense of the Developer including but not limited to easements, right-of-ways and acquisition costs.

- (a) The Developer hereby agrees that the entire property shall be served with natural gas by the City of Cartersville and that any and all easements necessary for said service shall be conveyed to the City at no cost and must be provided, platted and deeded to the City within thirty (30) days of anticipated commencement of the construction of the initial natural gas facilities to know the location of easements for the proposed gas service. At a minimum, the Developer shall require that each property and building have the following:
  - (i) That each home must have a natural gas furnace for the main living area of the home, natural gas hot water heater and a third gas appliance installed or gas piping for a third appliance such as a cooking range, clothes dryer, fireplace logs, natural gas grill or natural gas light, either mantel or open flame type.
- (b) The Developer agrees to require all builders and/or contractors in the Project to participate in all incentive programs as described in the City of Cartersville's Gas Advantage Home Program in effect at the time of home construction and for a builder or contractor who does not participate in the Gas Advantage Home Program in effect at the time of home construction or have gas service to any lot, the Developer shall pay to the City the prorata costs of the installation of all gas mains and associated infrastructure.
- (c) The Developer further acknowledges that failure to comply with (a) and (b) above or to install a dual fuel heating system(s), shall disqualify the home for any incentives from the Gas Advantage Home Program in effect at the time of home construction and requires the full tap fee costs associated with (b) above to be paid prior to the natural gas service piping installation. It is the Developer's responsibility to pay said fee or in the alternative to assign its obligations to the builder of each individual home.
- (d) The Developer agrees to provided one copy of the Development's Erosion and Sediment Control Plan approved by the appropriate jurisdictional authority no later than 30 days prior to the anticipated commencement of the construction of the proposed gas service.

- (e) With the exception of Paragraph 2.(c), the Developer agrees to provide, install, maintain and remove any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which may be associated with the construction of the proposed gas facilities within the Development under this Agreement. The Developer further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 2.(c) as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.

## 2. Agreement and Assurances on the part of the City

In consideration of the Developer agreeing to take the actions described above, the City agrees as follows:

- (a) The City agrees to install all natural gas mains necessary to provide natural gas within the development. Service must be applied for at the City's Customer Service Department by the developer or home builder. Services will be installed as an in-kind match as noted in the current Gas Advantage Home Program except as provided for in 1(b) above.
- (b) The City agrees to allow builders and/or customers of the gas program to participate in all incentive programs as described in the City of Cartersville's Gas Advantage Home Program in effect at the time of home construction.
- (c) The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed natural gas facilities within the Development under this Agreement provided no further disturbance of such areas are planned within 14 days of initial disturbance.

## 3. Assignment

The Developer may assign its right and obligations under this agreement, subject to the prior approval of the City. Subject to this provision, this agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and/or assigns.



#### 4. Time is of the Essence

Time is of the essence with respect to all provisions of this agreement that specify a time for performance.

#### 5. Miscellaneous

- (a) In the event of a difference in the interpretation of the Agreement and rates of the City's natural gas system, the City's interpretation will prevail.
- (b) Agreement. In case any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Development Agreement as of the date first written above.

Signed, sealed, and delivered in the presence:

Witness

Notary Public

[NOTARIAL SEAL]

#### CITY OF CARTERSVILLE, GEORGIA

By: \_\_\_\_\_ (SEAL)  
Matthew Santini, Mayor

Attest: \_\_\_\_\_ (SEAL)  
Meredith Ulmer, City Clerk

Signed, sealed and delivered in the presence of:

Witness

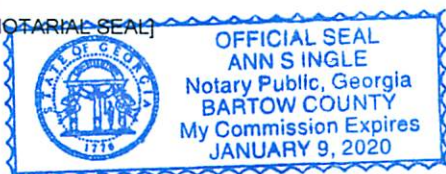
Notary Public

[NOTARIAL SEAL]

#### H & H DEVELOPERS, LLC, AS OWNER/DEVELOPER

By: Michael Hawes (SEAL)

Its: Pantoran (SEAL)



9 # w@l|

DOC# 001755  
 FILED IN OFFICE  
 01/30/2006 09:35 AM  
 BK#2019 PG#842-842  
 GARY BELL  
 CLERK OF SUPERIOR  
 COURT  
 BARTOW COUNTY

*Gary Bell*

REAL ESTATE TRANSFER T  
 AX  
 PAID: \$662.20

Return Recorded Document to:  
 WHITE, CHOATE AND WATKINS, LLC  
 100 WEST CHEROKEE AVENUE  
 CARTERSVILLE, GA 30120

PT- 61-008-2006-000391  
 WARRANTY DEED

STATE OF GEORGIA

COUNTY OF BARTOW

File #: 06-10798

This Indenture made this 26th day of January, 2006 between PAUL ALLEN BISHOP AKA PAUL ALAN BISHOP, of the County of BARTOW, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and H & H DEVELOPERS, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 197 & 164, OF THE 5TH DISTRICT, 3RD SECTION OF BARTOW COUNTY, GEORGIA AND BEING 32.89 ACRES AS SHOWN ON PLAT RECORDED IN PLAT BOOK 62, PAGE 40, OF THE BARTOW COUNTY, GEORGIA RECORDS, WHICH PLAT BY REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY.

AND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 197 & 164, OF THE 5TH DISTRICT, 3RD SECTION OF BARTOW COUNTY, GEORGIA AND BEING 0.22 ACRE AS SHOWN ON PLAT RECORDED IN PLAT BOOK 62, PAGE 40, OF THE BARTOW COUNTY, GEORGIA RECORDS, WHICH PLAT BY REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY.

TOGETHER WITH THAT CERTAIN 30' UTILITY EASEMENT AS SHOWN ON PLAT RECORDED AT PLAT BOOK 62, PAGE 40, BARTOW COUNTY, GEORGIA RECORDS.

TOGETHER WITH THAT CERTAIN 20' SANITARY SEWER EASEMENT AS SHOWN ON PLAT RECORDED AT PLAT BOOK 62, PAGE 40, BARTOW COUNTY, GEORGIA RECORDS.

This Deed is given subject to all easements and restrictions of record, if any.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

**IN WITNESS WHEREOF**, Grantor has hereunto set grantor's hand and seal this day and year first above written.

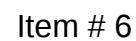
Signed, sealed and delivered in the presence of:

*[Signature]*  
 WITNESS  
*[Signature]*  
 NOTARY PUBLIC  
 STEPHANIE S. RAY  
 EXPIRES APRIL 16, 2008  
 BARTOW PUBLIC

*[Signature]* (Seal)  
 PAUL ALLEN BISHOP AKA PAUL ALAN BISHOP

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)



12/14/2017

GSCCCA.org - Image Index

Exhibit "A"-3

DOC# 006994  
FILED IN OFFICE  
04/10/2007 02:35 PM  
BK: 2178 FG: 781-781  
GARY BELL  
CLERK OF SUPERIOR  
COURT  
BARTOW COUNTY

Michael Howren  
1310 Hwy 411 NE  
Cartersville, GA 30121

Please return to:  
John T. Mroczko, Esq.  
WHITE, CHOATE & WATKINS, LLC  
100 West Cherokee Avenue  
Cartersville, GA 30120

## QUITCLAIM DEED

STATE OF GEORGIA  
COUNTY OF BARTOW

THIS INDENTURE, made the 9<sup>th</sup> day of April, in the year 2007, by and between H & H DEVELOPERS, LLC as party or parties of the first part, hereinafter collectively called Grantor, and PAUL ALLEN BISHOP, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 197, 5<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia and being that certain thirty (30) foot utility easement as shown on that plat of survey recorded in Plat Book 62, page 40, Bartow County, Georgia Records, which plat by reference is incorporated herein for a more complete description.

The purpose of this Quitclaim Deed is to release that certain thirty (30) foot utility easement the Grantee granted to Grantor in that certain Warranty Deed recorded in Deed Book 2019, page 842, of the Bartow County, Georgia Records, and as shown on that plat of survey recorded in Plat Book 62, page 40, of said county records. However, Grantee has, of equal date, given the Grantor a thirty (30) foot Utility Easement in a different location which is more suitable for such utilities.

TO HAVE AND TO HOLD the same described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

H & H DEVELOPMENT, LLC

Signed, sealed and delivered in the presence of:

Michael Howren (Seal)  
Title: Manager

Gary Jones  
(Unofficial Witness)

Paul Bishop  
(Notary Public)

Notary Public, Bartow County, Florida  
My Commission Expires July 20, 2007

Item # 6





# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**Residential Gas Meters**

---

|                                           |                                                                                                                                                                                                                                                  |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                              |
| <b>Department Name:</b>                   | Gas System                                                                                                                                                                                                                                       |
| <b>Department Summary Recommendation:</b> | We have requested and received a bid for 200 residential gas meters. These meters are to replenish our stock. We recommend Equipment Controls at \$82.70 per meter for a total of \$16,454.00. They are our sole source provider for this meter. |
| <b>City Manager's Remarks:</b>            | The sole source bid from Equipment Controls is recommended for City Council approval.                                                                                                                                                            |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                         |
| <b>Legal:</b>                             | N/A                                                                                                                                                                                                                                              |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                  |

---

**EQUIPMENT CONTROLS COMPANY, INC.**  
**4555 S. BERKELEY LAKE ROAD**  
**NORCROSS, GA 30071**  
**Phone: 770-441-6400**  
**800-554-1036**  
**Fax: 770-448-7312**

## Quotation

| QUOTE DATE                                                                                                             | QUOTE NUMBER                                 |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 02/13/18                                                                                                               | S1805479                                     |
| ORDER TO:<br>EQUIPMENT CONTROLS COMPANY, IN<br>4555 S. BERKELEY LAKE ROAD<br>NORCROSS, GA 30071<br>Phone: 770-441-6400 | PAGE NO.<br><br><br><br><br><br><br><b>1</b> |

QUOTE TO:  
 CARTERSVILLE, CITY OF  
 GAS DEPARTMENT  
 P O BOX 1390  
 CARTERSVILLE, GA 30120

SHIP TO:  
 CARTERSVILLE, CITY OF  
 GAS DEPARTMENT  
 19 N ERWIN STREET  
 CARTERSVILLE, GA 30120

| CUSTOMER NUMBER                         | CUSTOMER ORDER NUMBER | RELEASE NUMBER                                                                                                                                                                                                                                                                        | SALESPERSON |             |
|-----------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 21678                                   | R-275 METERS          | RODNEY REYNOLDS                                                                                                                                                                                                                                                                       |             |             |
| WRITER                                  | SHIP VIA              | TERMS                                                                                                                                                                                                                                                                                 | SHIP DATE   | FREIGHT     |
| TIFFANY LONS                            | FREIGHT ALLOWED       | Net 15 Days                                                                                                                                                                                                                                                                           | 02/13/18    | ALLOWED     |
| ORDER QTY                               | PART NO               | DESCRIPTION                                                                                                                                                                                                                                                                           | UNIT PRICE  | NET AMOUNT  |
| 200ea                                   | 519                   | ***** Shipping Instructions *****<br>* SHIP FREIGHT ALLOWED *<br>* **ORDERS MUST SHIP COMPLETE UNLESS PO# *<br>* IS DESKA BROWN** *<br>*<br>* **DELIVERY IS APPROXIMATELY 12 WEEKS *<br>* ARO** *<br>*****<br>0522-2<br>R-275 68 1.25 SPUD DIRECT READ<br>INDEX<br>TAXES NOT INCLUDED | 82.270      | 16454.00    |
| THIS IS A QUOTATION                     |                       |                                                                                                                                                                                                                                                                                       | Subtotal    | \$16,454.00 |
| Prices are firm for 30 days, subject to |                       |                                                                                                                                                                                                                                                                                       | S&H CHGS    | 0.00        |
| change without notice after 30 days.    |                       |                                                                                                                                                                                                                                                                                       | Item # 7    |             |
|                                         |                       |                                                                                                                                                                                                                                                                                       | Amount Due  | \$16,454.00 |



# City of Cartersville

## City Council Meeting

3/1/2018 7:00:00 PM

### New Self-Contained Breathing Apparatus (SCBA) for new Pierce Fire Truck

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Department Name:</b>                   | Fire                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department Summary Recommendation:</b> | <p>We respectfully request permission to purchase the new self-contained breathing apparatus (SCBA) that will be used as equipment on our new Pierce Fire Truck scheduled to arrive in late May. These new SCBAs will be utilized by firefighters during situations where there is an oxygen deficiency. They will provide breathable air allowing them to perform their emergency life-saving functions. They meet all applicable current NFPA standards in construction and required usage. There are two vendors who supply the standardized brand of SCBAs used by our department. Quotes were received from both with the low quote received from Municipal Emergency Services in the amount of \$35,750.00. This is a budgeted item and below anticipated budgetary price. This is lease pool as attached to the new fire truck. Your positive support is appreciated and we stand ready to answer any questions as needed.</p> |
| <b>City Manager's Remarks:</b>            | The quote above from Municipal Emergency Services is recommended for City Council approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Financial/Budget Certification:</b>    | Bid tabulation attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



6701-C Northpark Blvd  
Charlotte, NC 28216

## Quote

Date 2/12/2018  
Quote # QT1154582  
Expires 3/14/2018  
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    |   |
|----------------|----------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------|-----------|---|
| X3214021000301 |                |       | SCBA Model: Air-Pak 75<br>Harness: Standard<br>Pressure: 4500<br>Belt: Standard<br>No Escape Rope<br>Regulator: Standard<br>EBSS: None<br>Airline: None<br>Console: Pass w/Pak-Tracker<br>Case: None<br>Packed: 1 Per Box                                                                              | 6   | 4,335.82          | 26,014.92 | * |
| Scott X3       | X3614021000... |       | X3614021000301<br>Scott X3<br>4.5 Air-Pak X3 Pro with CGA, Standard Harness<br>with Parachute Buckles, Standard Belt with No<br>Escape Rope, Regulator with Standard Hose, No<br>EBSS Accessory Hose, No Airline Connection,<br>No Spare Harness Kit, Pak-Tracker, No Case,<br>Packaged 1 SCBA Per Box | 6   | 4,826.89          | 28,961.34 |   |
| 201215-05      |                |       | AV-3000 HT (M), KVLR w/ R BRKT                                                                                                                                                                                                                                                                         | 6   | 265.61            | 1,593.66  | * |
| 804722-01      |                |       | CYL&VLV ASSY,CARB,45MIN,4500                                                                                                                                                                                                                                                                           | 8   | 971.18            | 7,769.44  | * |

Subtotal 64,339.36  
Shipping Cost (FedEx Ground) 0.00  
Total \$64,339.36

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.

Item # 8



**AMERICAN SAFETY & FIRE HOUSE, INC.**  
**3848 OAKCLIFF INDUSTRIAL COURT**  
**DORAVILLE, GA 30340**

(770) 441-3473

(800) 472-2152

(770) 441-0489 (fax)

CARTERSVILLE FIRE DEPT  
ATTN: MARK BAGLEY

FEBRUARY 15, 2018

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR THE EQUIPMENT  
YOU REQUESTED:

| <u>QTY</u> | <u>DESCRIPTION</u>                                                                  | <u>UNIT PRICE</u>   | <u>TOTAL PRICE</u>        |
|------------|-------------------------------------------------------------------------------------|---------------------|---------------------------|
| 6          | SCOTT AIRPAK 75, 4.5, NFPA 2013<br>STANDARD HARNESS & BELT<br>PASS WITH PAK-TRACKER | \$4,415.00          | \$26,490.00               |
| 8          | SCOTT CYLINDER & VALVE ASSY<br>45 MINUTE, 15 YEAR LIFE                              | \$970.00            | \$7,760.00                |
| 6          | SCOTT AV3000HT FACEPIECE                                                            | \$250.00            | \$1,500.00                |
|            |                                                                                     | <u><b>TOTAL</b></u> | <u><b>\$35,750.00</b></u> |

TERMS: NET 30 DAYS  
FOB: DESTINATION (NO FREIGHT CHARGES)

THANK YOU FOR THE OPPORTUNITY TO OFFER THIS QUOTATION AND IF YOU HAVE  
ANY QUESTIONS, DO NOT HESITATE TO CALL,

AMERICAN SAFETY & FIRE HOUSE, INC.

NEAL WHATLEY

**SCBA Bid Tabulation for new Pierce Fire Truck**

|                                    | <b>American Safety&amp; Fire</b> | <b>Municipal Emergency Services</b> |
|------------------------------------|----------------------------------|-------------------------------------|
| Self-Contained Breathing Apparatus | \$26,490.00                      | \$26,014.92                         |
| Face Mask                          | \$1500.00                        | \$1593.66                           |
| Air Bottles                        | \$7760.00                        | \$7769.44                           |
| <b>Total</b>                       | \$35,750.00                      | \$35,378.02                         |



# City of Cartersville

## City Council Meeting

3/1/2018 7:00:00 PM

### Georgia Search and Rescue (GSAR) Task Force 6 Team protective rescue gear

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Name:</b>                   | Fire                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Department Summary Recommendation:</b> | <p>Cartersville Fire is one of the founding members of the Georgia Search and Rescue (GSAR) Task Force 6 Team. This is a technical rescue team that is comprised of team members from multiple departments across Northwest Georgia. They have successfully been deployed on many missions since the teams conception in 2008. We respectfully request permission to purchase four (4) sets of protective rescue gear. This gear must meet the State of Georgia GSAR specifications. Two bids were received, Fisher Scientific submitted a bid of \$8398.12 and Municipal Emergency Services (MES) quoted \$7254.84. Your positive consideration is appreciated and we recommend the low bid from MES at \$7254.84.</p> |
| <b>City Manager's Remarks:</b>            | City Council approval of the low bid from MES is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item and will be under account code 100-2400-52-2366.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Legal:</b>                             | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Associated Information:</b>            | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



**MUNICIPAL EMERGENCY SERVICES**

6701-C Northpark Blvd  
Charlotte, NC 28216

## Quote

|                 |                 |
|-----------------|-----------------|
| Date            | 2/22/2018       |
| Quote #         | QT1157405       |
| Expires         | 3/24/2018       |
| 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 Price | Amount   |
|----------------|-------------|-------|------------------------------------------------------|-----|------------------|----------|
| HFRP Tail Coat | GACART00004 |       | GACART00004<br>HFRP Tail Coat<br>USR-21XC Tails Navy | 4   | 1,053.34         | 4,213.36 |
| HFRP Tail Pant | GACART00005 |       | GACART00005<br>HFRP Tail Pant<br>USR-21XC Pants Navy | 4   | 760.37           | 3,041.48 |

|                              |                   |
|------------------------------|-------------------|
| Subtotal                     | 7,254.84          |
| Shipping Cost (FedEx Ground) | 0.00              |
| <b>Total</b>                 | <b>\$7,254.84</b> |

\*FREIGHT TBD\*

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.



QT1157405

Item # 9


**Fisher Scientific**

Part of Thermo Fisher Scientific

FISHER SAFETY  
 3970 JOHNS CREEK COURT  
 SUITE 500  
 SUWANEE GA 30024-1297

**Donn Rodenroth**

186 Northridge Drive  
 Macon, Georgia 31220  
 Cell-478-256-6584  
 Fax- 717-427-6910

# Quotation

(Valid for 30 days)

**Person Quoted:** Hagen Champion

**Date:** 2/20/2018

**Company Name:** Cartersville Fire Dept.

**Phone:**
**Address:**
**Fax:**
**City and State:**
**Quoted By:** DBR

**FOB:** Origin

| <u>QTY</u> | <u>UM</u> | <u>PART #</u> | <u>DESCRIPTION</u> | <u>PRICE</u> | <u>EXTENDED PRICE</u> |
|------------|-----------|---------------|--------------------|--------------|-----------------------|
| 4          | ea        |               | GSAR TAILS COAT    | \$ 1,207.61  | \$ 4,830.44           |
| 4          | ea        |               | GSAR TAIL PANT     | \$ 891.92    | \$ 3,567.68           |

**TOTAL** \$ 8,398.12

**State Contract - 99999-SPD-SPD0000088-0008**



# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**Distribution & Collection System Material Restock**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |             |                |             |                     |             |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|----------------|-------------|---------------------|-------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |             |                |             |                     |             |
| <b>Department Name:</b>                   | Water Dept                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |             |                |             |                     |             |
| <b>Department Summary Recommendation:</b> | <p>The Distribution and Collection Division needs to restock various no lead brass meter setting parts that have been depleted. Bids were received from the following three vendors:</p> <table><tr><td>Core &amp; Main</td><td>\$12,699.90</td></tr><tr><td>Kendall Supply</td><td>\$13,003.80</td></tr><tr><td>Ferguson Waterworks</td><td>\$13,439.70</td></tr></table> <p>I recommend approval of the Core &amp; Main quote in the amount of \$12,699.90.</p> | Core & Main | \$12,699.90 | Kendall Supply | \$13,003.80 | Ferguson Waterworks | \$13,439.70 |
| Core & Main                               | \$12,699.90                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |             |                |             |                     |             |
| Kendall Supply                            | \$13,003.80                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |             |                |             |                     |             |
| Ferguson Waterworks                       | \$13,439.70                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |             |                |             |                     |             |
| <b>City Manager's Remarks:</b>            | City Council approval of the low bid from Core & Main is recommended.                                                                                                                                                                                                                                                                                                                                                                                             |             |             |                |             |                     |             |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item and will be paid through account 505.3320.52.2390 Maintenance to Meters and Settings.                                                                                                                                                                                                                                                                                                                                                     |             |             |                |             |                     |             |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |             |                |             |                     |             |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |             |                |             |                     |             |

OT # wəɪl



REVIEW ORDER | Web Order #:W342357489

## PAYMENT INFORMATION

Charge to account

## Account

Main Account - **26356**  
CITY OF CARTERSVILLE  
Georgia Region - Waterworks

## Contract

Professional

## ORDER INFORMATION

Delivery Order

## Job Name

BRASS

## Date Needed

02/07/2018

## Ship To

Instructions

## ITEMS IN YOUR ORDER

| # | Image                                                                             | Product Code | Description                                                     | QTY | Net Price | Total Price |
|---|-----------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------|-----|-----------|-------------|
| 1 |                                                                                   | FB94223WRNL  | LF 5/8X3/4 B94-223WR-NL BV                                      | 100 | \$36.94   | \$3,694.00  |
| 2 |  | FHHS91323NL  | Ford Meter Box 3/4 in. Meter Yoke x FIPT Dual Check Valve       | 100 | \$50.99   | \$5,099.00  |
| 3 |                                                                                   | FB94344WRNL  | LF 1 B94-344WR-NL BV                                            | 50  | \$64.95   | \$3,247.50  |
| 4 |  | FC8477NL     | Ford Meter Box 2 in. MIP Swivel x CTS Pack Joint Brass Coupling | 24  | \$58.30   | \$1,399.20  |

SUBTOTAL

\$13,439.70

Estimated Shipping

pending

Estimated Tax

\$0.00

Shipping and Tax may be updated later.

Estimated Total

\$13,439.70

For help or to place your order, please call us at

1 (800) 721-2590

[www.ferguson.com](http://www.ferguson.com)

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Buyer is solely responsible for product selection.



Quotation # 0207TM

Date: 02/07/18

WAREHOUSE: 4147 JILES ROAD  
KENNESAW, GA 30144  
PH: 678-377-3215 FX: 678-377-3201

|            |                           |
|------------|---------------------------|
| Customer   | CITY OF CARTERSVILLE      |
| Address    |                           |
| City       | CARTERSVILLE State GA Zip |
| Phone      | Fax                       |
| Attention: | ELISA                     |

|            |          |
|------------|----------|
| Job Name   |          |
| Sales Rep. | T MARTIN |
| FOB        | DEST     |
| Delivery   |          |
| Expires    | 03/07/18 |

| Qty | Item # / Description     | Unit Price | TOTAL      |
|-----|--------------------------|------------|------------|
| 100 | B94-223WR-NL BALL VALVE  | \$35.65    | \$3,565.00 |
| 100 | HHS91-323-NL CHECK VAVLE | \$49.25    | \$4,925.00 |
| 50  | B94-334WR-NL BALL VAVLE  | \$62.70    | \$3,135.00 |
| 24  | C84-77-NL MALE ADAPTER   | \$57.45    | \$1,378.80 |
|     |                          |            |            |
|     |                          |            |            |
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|     |                          |            |            |

|                     |             |
|---------------------|-------------|
| SubTotal            | \$13,003.80 |
| Shipping & Handling | \$0.00      |
| Taxes               | \$0.00      |
| TOTAL               | \$13,003.80 |

|                |           |
|----------------|-----------|
| Net 30         | Tax %: 0% |
| Page 1 of 1    |           |
| Quote good for | days      |

**Kendall Municipal Supply**  
**Terry Martin- Branch Manager- Terry martin@kendallsupply.com**  
**PH 678-377-3215 OR FAX 678-377-3201**  
**Your #1 Municipal Water and Sewer Needs Provider**  
A division of Kendall Supply, Inc.



# Bid Proposal for CARTERSVILLE BRASS STOCK

|          |                                                                                                                                       |                                                                                          |
|----------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| CUSTOMER | <b>CARTERSVILLE, CITY OF</b><br>C/O WATER DEPT<br>100 WALNUT GROVE RD<br>CARTERSVILLE, GA 30120                                       | <b>Job</b><br>CARTERSVILLE BRASS STOCK<br>Bid Date: 02/07/2018<br>Bid #: 509099          |
|          | <b>Sales Representative</b><br>Mondy Walls<br>(M) 404-427-3110<br>(T) 770-423-0583<br>(F) 770-425-8897<br>Mondy.Walls@coreandmain.com | <b>Core &amp; Main</b><br>2111 Moon Station Dr<br>Kennesaw, GA 30144<br>(T) 770-423-0583 |
| CONTACT  |                                                                                                                                       |                                                                                          |
| NOTES    |                                                                                                                                       |                                                                                          |



Bid Proposal for CARTERSVILLE BRASS STOCK

CARTERSVILLE, CITY OF  
 Bid Date: 02/07/2018  
 Core & Main Bid #: 509099

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

| Seq# | Qty | Description                                 | Units | Price            | Ext Price        |
|------|-----|---------------------------------------------|-------|------------------|------------------|
| 10   | 100 | B94-223WR-NL 5/8 BALL VALVE                 | EA    | 34.90            | 3,490.00         |
| 20   | 100 | HHS91-323NL 3/4 STRT DUAL CHK VALVE NO LEAD | EA    | 48.20            | 4,820.00         |
| 30   | 50  | B94-344WR-NL 3/4 BALL VALVE                 | EA    | 61.35            | 3,067.50         |
| 40   | 24  | C84-77-NL 2 CPLG MIPXPICTS NO LEAD          | EA    | 55.10            | 1,322.40         |
|      |     |                                             |       | <b>Sub Total</b> | <b>12,699.90</b> |
|      |     |                                             |       | <b>Tax</b>       | <b>0.00</b>      |
|      |     |                                             |       | <b>Total</b>     | <b>12,699.90</b> |



# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**WPCP – Grit Chamber #2 Chain Installation**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Department Name:</b>                   | Water Dept                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Department Summary Recommendation:</b> | <p>On 10/05/2017, Council approved a quote from Southern Machine &amp; Fabrication (SMF) for two items. The first was the installation of new stainless steel guide rails for the Number 2 Grit Chamber at the Water Pollution Control Plant (WPCP). The second was a “Time &amp; Materials” bid for installation of new collector chain to be purchased by the Water Department.</p> <p>At the time, it was believed the work would be completed for just under \$5,000. The actual total came to \$6,250.00, as detailed in the attached invoice. Additional work was required on the chain tensioning mechanism due to corroded parts which we were unaware of at the time the work was quoted.</p> <p>I recommend approval of the SMF invoice in the amount of \$6,250.00. The invoice will be paid from account 505.3330.52.2361 – Maintenance to WPCP.</p> |
| <b>City Manager's Remarks:</b>            | The work above exceeds the \$5,000 threshold and is recommended for City Council approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Financial/Budget Certification:</b>    | The invoice will be paid from account 505.3330.52.2361 Maintenance to WPCP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

Southern Machine &amp; Fabrication Co., Inc.

18 Commerce Drive  
Cartersville, GA 30120**Invoice**

| Date       | Invoice # |
|------------|-----------|
| 11/29/2017 | 59837     |

|                                                                                   |
|-----------------------------------------------------------------------------------|
| City of Cartersville - Biosolids Plant<br>P.O. Box 1390<br>Cartersville, GA 30120 |
|-----------------------------------------------------------------------------------|

| Job No. | P.O. No. | Terms  |
|---------|----------|--------|
| 21859   | Bart     | Net 30 |

| Description   |  | Amount     |
|---------------|--|------------|
| SKIMMER CHAIN |  | 6,250.00   |
| Subtotal      |  | \$6,250.00 |

Phone #

770-386-0194

Item # 11



# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**WPCP – Primary Number 1 Gearbox Rebuild**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Department Summary Recommendation:</b> | <p>Last November the gearbox on Primary Screw Pump Number 1 (1-1) began sounding like a cement mixer full of hammers. We called Motor &amp; Gear Engineering (M&amp;GE) requesting an onsite inspection and diagnosis. Since this gearbox is in dire need of repair, M&amp;GE has provided the attached inspection report and a cost of \$30,195.00 to fully rebuild the gearbox.</p> <p>M&amp;GE has rebuilt multiple screw pump and aeration gearboxes for us in the past. I would like to sole source this repair to them for the following reasons:</p> <ol style="list-style-type: none"><li>1. This is a 3,000 lb. gearbox that is not easy to carry around to other vendors to get quotes. We actually attempted this in 2015. Other vendors with this same capability are in South Carolina, Chicago and Utah and it is not practical to get “hands on” quotes from them. When we priced it before, M&amp;GE were the low cost provider largely due to their location in Doraville, GA and lower shipping costs.</li><li>2. The City has had outstanding service from M&amp;GE on other projects over the past four (4) years.</li><li>3. M&amp;GE has stated a <u>10-week</u> turnaround on the repair.</li></ol> <p>Please note that a brand new gearbox can be purchased for Overton Chicago Gear (OCG) for approximately \$30,000. This would require the addition of the Maryland Clutch for an additional \$8,000 and take at a minimum 25 weeks. Our last purchase from OCG took 28 weeks to deliver.</p> <p>It is my opinion that M&amp;GE can repair the original gearbox to like new condition. This coupled with a lead time approximately one third that of a new box make them the best choice for repair. Loss of the 1-1 screw pump reduces primary pump capacity by approximately 15 million gallons per day (MGD). This is not a good time of year to operate with this much lost pump capacity.</p> <p>If approved, this repair will be paid from account</p> |

Cover Memo

Item # 12

|                                        |                                                                               |
|----------------------------------------|-------------------------------------------------------------------------------|
|                                        | 505.3330.52.2361 – Maintenance to WPCP.                                       |
| <b>City Manager's Remarks:</b>         | City Council approval of the rebuild outlined above from M&GE is recommended. |
| <b>Financial/Budget Certification:</b> | This repair will be paid from account 505.3330.52.2361 Maintenance to WPCP.   |
| <b>Legal:</b>                          |                                                                               |
| <b>Associated Information:</b>         |                                                                               |



## Motor & Gear Engineering, Inc.

3545 McCall Place Suite B Doraville, GA 30340

Phone: (770) 454-9001 Fax: (770) 454-9092 [www.motorgearengineer.com](http://www.motorgearengineer.com)

City of Cartersville WTP  
102 Walnut Grove Road  
Cartersville, GA 30120

Page 1 of 9

Date: 2/9/18

Attn: Bart Sears

Quote#GRQ1447

Phone: 770-607-5816

Cell: 678-247-4069

Email: [bsears@cityofcartersville.org](mailto:bsears@cityofcartersville.org)

---

### **Item #1 Repair D.O. James H-223 Gearbox Primary #1**

#### **Evaluation Results:**

The onsite inspection of this gearbox in November of 2017, revealed the low-speed pinion was found to be in very poor condition displaying severe wear and pitting on the load side. This pinion will be replaced. The mating low-speed gear was also heavily worn on the load side of the tooth flanks. Due to the design of the gear and the application of the gearbox, the gear can be flipped so that the unworn tooth flank can now take the load.

The first and second reduction gear sets were in similar conditions as the low-speed gear set although not as severe. The wear does warrant the replacement of the pinions. The first and second reduction gears will also be flipped.

All of the bearing bores in the gearbox housing were measured and compared industry standards for gearbox bearing bores. All bores were found to be in good condition and require no machine work

The lubrication system was inspected and found to be in good condition only requiring a standard recondition of the pump motor and through cleaning of the entire lubrication system.

A new Maryland Clutch will be ordered and a torque arm designed and fabricated so that it can be installed onsite at a later date once the clutch has arrived. The Maryland clutch is sealed and lubricated for life.



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City of Cartersville WTP  
102 Walnut Grove Road  
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Page 2 of 9

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Cell: 678-247-4069

Email: [bsears@cityofcartersville.org](mailto:bsears@cityofcartersville.org)

### **Item #1 Repair D.O. James H-223 Gearbox Primary #1**

#### **Evaluation Results:**

**Table1: Bearing bore measurements**

| Bore location              | Actual Measurement (in) | Recommended Measurement (in) | Acceptable Yes or No |
|----------------------------|-------------------------|------------------------------|----------------------|
| Input Pinion DE            | 3.5433-3.5446           | 3.5430                       | Yes                  |
| Input Pinion ODE           | 3.5433-3.5446           | 3.5438                       | Yes                  |
| 2 <sup>nd</sup> pinion DE  | 4.3307-4.3320           | 4.3310                       | Yes                  |
| 2 <sup>nd</sup> Pinion ODE | 4.3307-4.3320           | 4.3313                       | Yes                  |
| LS Pinion DE               | 5.5118-5.5133           | 5.5128                       | Yes                  |
| LS Pinion ODE              | 5.5118-5.5133           | 5.5128                       | Yes                  |
| Output DE                  | 6.6929-6.6944           | 6.6933                       | Yes                  |
| Output ODE                 | 6.6929-6.6944           | 6.6941                       | Yes                  |



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City of Cartersville WTP  
102 Walnut Grove Road  
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Page 3 of 9

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---

### **Item #1 Repair D.O. James H-223 Gearbox Primary #1**

#### **Work Scope:**

- Teardown and inspection
- Steam Clean
- Paint interior of gearbox housing with oil resistant epoxy paint
- Fabricate new hardened and ground AGMA Class 12 1<sup>st</sup> reduction
- Fabricate new hardened and ground AGMA Class 12 2<sup>nd</sup> reduction pinion
- Fabricate new hardened and ground AGMA Class 12 low-speed pinion
- Flip all gears as described
- Repair seal journal on output shaft
- Recondition lubrication pump motor
- Flush lubrication system
- Fabricate clutch torque arm
- Reassemble gearbox with new gearings, bearings and seals
- Test run gearbox 4 hours no load at angle to mimic customer installation site
- Prime and Epoxy Paint
- Install original coupling and input pulley



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City of Cartersville WTP  
102 Walnut Grove Road  
Cartersville, GA 30120

Page 4 of 9

Date: 2/9/18

Attn: Bart Sears

Quote#GRQ1447

Phone: 770-607-5816

Cell: 678-247-4069

Email: [bsears@cityofcartersville.org](mailto:bsears@cityofcartersville.org)

### **Item #1 Repair D.O. James H-223 Gearbox Primary #1**

#### **Quotation Amount:**

|                              |                    |
|------------------------------|--------------------|
| • Repair D.O. James Gearbox- | \$22,210.00        |
| • New Clutch and torque arm- | <u>\$7,985.00</u>  |
| <b>Total</b>                 | <b>\$30,195.00</b> |

#### **Delivery**

The D.O. James gearbox repair will take 10 weeks.

The delivery of the new Maryland Clutch and torque arm is 8 weeks. This will allow the installation of the clutch at Motor & Gear and not require field service

Date: \_\_\_\_\_

Acceptance by Purchaser: \_\_\_\_\_



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City of Cartersville WTP  
102 Walnut Grove Road  
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Page 5 of 9

Date: 2/9/18

Attn: Bart Sears

Quote#GRQ1447

Phone: 770-607-5816

Cell: 678-247-4069

Email: [bsears@cityofcartersville.org](mailto:bsears@cityofcartersville.org)

### **Item #1 Repair D.O. James H-223 Gearbox Primary #1**

#### **Terms and Conditions:**

1. All prices quoted are each net in U.S. dollars FOB Doraville, GA.
2. All applicable taxes are extra
3. Prices quoted are valid for acceptance for a period of thirty days from the date of this quote
4. Prices do not include oil filling, necessary guards over rotating parts, cost of special crate manufacturing for shipping, if necessary or installation of equipment
5. Terms of payment are due net-30 days from delivery
6. Delivery for the above quoted equipment is to be stated above.
7. Our limited liability warranty covers only the specific work scope we perform and does not include any push/pull, freight, lost production or other items.

In all other respects our standard terms and conditions apply

Regards,

Geoff Clott

Engineering

Date: \_\_\_\_\_

Acceptance by Purchaser: \_\_\_\_\_



## Motor & Gear Engineering, Inc.

3545 McCall Place Suite B Doraville, GA 30340

Phone: (770) 454-9001 Fax: (770) 454-9092 [www.motorgearengineer.com](http://www.motorgearengineer.com)

---

City of Cartersville WTP  
102 Walnut Grove Road  
Cartersville, GA 30120

Page 6 of 9

Date: 2/9/18

Attn: Bart Sears

Quote#GRQ1447

Phone: 770-607-5816

Cell: 678-247-4069

Email: [bsears@cityofcartersville.org](mailto:bsears@cityofcartersville.org)

---

### Unit Pictures:



Worn teeth of low-speed pinion



Worn and pitted teeth of second reduction pinion



Worn teeth of first reduction pinion



Damaged seal area on output shaft



DE side of the gearbox housing



# City of Cartersville

**City Council Meeting**

**3/1/2018 7:00:00 PM**

**Bid #16-005 – Dellinger Park Improvement Buildings**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Name:</b>                   | Recreation Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Department Summary Recommendation:</b> | <p>In June 2016, Cartersville City Council approved a contract with Womack, Lewis and Smith Construction for the construction of 5 new Dellinger Park buildings in the amount of \$2,389,500.00. The final project change order lowers the contract amount by \$386.00 and is attached, bringing the total construction contract amount to \$2,389,114.00.</p> <p>All of the buildings are complete and being enjoyed by park patrons and park staff. I recommend accepting the final change order and closing out the Dellinger Park building improvement project.</p> |
| <b>City Manager's Remarks:</b>            | The net impact of this change is a deduct... virtually unheard of. City Council approval of it is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Financial/Budget Certification:</b>    | This is being funded by the General Obligation Bond approved by our citizens in November 2014.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Legal:</b>                             | All required documentation has been received.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



POST OFFICE BOX 1750 CARTERSVILLE, GEORGIA 30120 FAX 770-382-3334 TELEPHONE 770-382-3497

**Change Order Number: 1**

|                       |                                                                         |                        |                            |
|-----------------------|-------------------------------------------------------------------------|------------------------|----------------------------|
| <b>Project:</b>       | Dellinger Park<br>100 Pine Grove Road<br>Cartersville, GA 30121         | <b>Date:</b>           | 2/14/2018                  |
| <b>To Contractor:</b> | Womack, Lewis & Smith, Inc.<br>P. O. Box 1750<br>Cartersville, GA 30120 | <b>Project Number:</b> |                            |
|                       |                                                                         | <b>Contract Date:</b>  | Park Improvement Buildings |
|                       |                                                                         | <b>Contract For:</b>   | General Construction       |

The contract is changed as follows:

You are directed to make the following changes as shown on the attached bulletin / change order log:

|       |    |    |         |
|-------|----|----|---------|
| COP # | 1  | \$ | (870)   |
| COP # | 2  | \$ | 8,400   |
| COP # | 4  | \$ | (616)   |
| COP # | 5  | \$ | (482)   |
| COP # | 6  | \$ | 3,575   |
| COP # | 7  | \$ | (1,025) |
| COP # | 8  | \$ | 693     |
| COP # | 9  | \$ | (1,150) |
| COP # | 10 | \$ | (675)   |
| COP # | 11 | \$ | 4,810   |
| COP # | 12 | \$ | (6,897) |
| COP # | 13 | \$ | (6,350) |

|              |           |              |
|--------------|-----------|--------------|
| <b>TOTAL</b> | <b>\$</b> | <b>(386)</b> |
|--------------|-----------|--------------|

|                                                                        |    |              |
|------------------------------------------------------------------------|----|--------------|
| The original contract sum                                              | \$ | 2,389,500.00 |
| The net change by previously authorized change orders                  | \$ | -            |
| The contract sum prior to this change order in the amount of           | \$ | 2,389,500.00 |
| The contract sum will be changed by this change order in the amount of | \$ | (386.00)     |
| The new contract sum including this change order will be               | \$ | 2,389,114.00 |

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Lose & Associates, Inc.  
Architect

1314 6th Avenue N.  
Suite 200  
Nashville, TN 37208

Womack, Lewis & Smith, Inc.  
Contractor

681 Henderson Drive  
Cartersville, GA 30120

City of Cartersville  
Owner

1 N. Erwin Street  
Cartersville, GA 30120

  
Architect

  
Travis Clifford

  
Owner Representative

02/19/18  
Date

02-14-18  
Date

2-19-18  
Date

OWNER: City of Cartersville  
1 North Erwin Street  
Cartersville, Ga. 30120

PROJECT: Dellinger Park Improvement Buildings APPLICATION NO: 15 (FINAL)  
100 Pine Grove Road  
Cartersville, Georgia 30121

FROM CONTRACTOR: Attn. Greg Anderson  
Womack, Lewis & Smith, Inc.

VIA ARCHITECT: Lose & Associates, Inc.  
1314 5th Avenue N., Suite 200  
Nashville, Tennessee 37208

ARCHITECT'S PROJECT #:

Distribution to:

☒ OWNER

☒ ARCHITECT

☐ CONTRACTOR

Item # 18

CONTRACT FOR: General Construction

CONTRACT DATE: June 3 2016

# CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

ORIGINAL CONTRACT SUM  
Net change by Change Orders  
CONTRACT SUM TO DATE (Line 1 + 2)  
TOTAL COMPLETED & STORED TO DATE (Column G on G703)  
RETAINAGE:

a. % of Completed Work  
(Column D + E on G703)  
b. % of Stored Material  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or  
Total in Column I of G703)

TOTAL EARNED LESS RETAINAGE  
(Line 4 Less Line 5 Total)  
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  
CURRENT PAYMENT DUE  
BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|----------------------------------------------------|-----------|------------|
| Total changes approved in previous months by Owner |           |            |
| Total approved this Month                          |           | (\$386.00) |
| TOTALS                                             | \$0.00    | (\$386.00) |
| NET CHANGES by Change Order                        |           | (\$386.00) |

DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1982 EDITION - AIA - ©1982  
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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTRACTOR:

By: *Greg Anderson*

State of:

Subscribed and sworn to before me this 15

Notary Public: *Shirley A. Gable*

My Commission expires: *April 9, 2021*

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

*\$155,589.00*

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

By: *Shirley A. Gable*

Date:

*2/20/18*

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



**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 15 Final  
APPLICATION DATE: 02/13/18

PERIOD TO: 02/13/18

ARCHITECT'S PROJECT NO: 15047

| ITEM NO.             | DESCRIPTION OF WORK                                     | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|----------------------|---------------------------------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------|-----------------------------------------|
|                      |                                                         |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             |                                                             |                                      |                                         |
| 1 GENERAL CONDITIONS |                                                         |                         |                                         |             |                                                             |                                                             |                                      |                                         |
|                      | Insurance                                               | \$11,032.00             | \$11,032.00                             |             |                                                             | \$11,032.00                                                 | 100.00%                              |                                         |
|                      | Builders Risk                                           | \$5,811.00              | \$5,811.00                              |             |                                                             | \$5,811.00                                                  | 100.00%                              |                                         |
|                      | P & B Bond                                              | \$16,905.00             | \$16,905.00                             |             |                                                             | \$16,905.00                                                 | 100.00%                              |                                         |
|                      | Truck & Fuel Expense                                    | \$3,700.00              | \$3,700.00                              |             |                                                             | \$3,700.00                                                  | 100.00%                              |                                         |
|                      | Dumpster                                                | \$8,981.00              | \$8,981.00                              |             |                                                             | \$8,981.00                                                  | 100.00%                              |                                         |
|                      | Superintendent & General Labor                          | \$60,225.00             | \$60,225.00                             |             |                                                             | \$60,225.00                                                 | 100.00%                              |                                         |
|                      | Daily "Housekeeping"                                    | \$5,200.00              | \$5,200.00                              |             |                                                             | \$5,200.00                                                  | 100.00%                              |                                         |
|                      | Temp Toilet                                             | \$3,700.00              | \$3,700.00                              |             |                                                             | \$3,700.00                                                  | 100.00%                              |                                         |
|                      | Phone                                                   | \$690.00                | \$690.00                                |             |                                                             | \$690.00                                                    | 100.00%                              |                                         |
|                      | Final Cleaning                                          | \$3,698.00              | \$3,698.00                              |             |                                                             | \$3,698.00                                                  | 100.00%                              |                                         |
|                      | Storage Trailers                                        | \$5,283.00              | \$5,283.00                              |             |                                                             | \$5,283.00                                                  | 100.00%                              |                                         |
| 2 SITE WORK          |                                                         |                         |                                         |             |                                                             |                                                             |                                      |                                         |
|                      | Surveying and As-Builts                                 | \$3,064.00              | \$3,064.00                              |             |                                                             | \$3,064.00                                                  | 100.00%                              |                                         |
|                      | Grading & Erosion Control                               | \$100,854.00            | \$100,854.00                            |             |                                                             | \$100,854.00                                                | 100.00%                              |                                         |
|                      | Termitic treatment                                      | \$4,067.00              | \$4,067.00                              |             |                                                             | \$4,067.00                                                  | 100.00%                              |                                         |
|                      | Storm Drain                                             | \$19,502.00             | \$19,502.00                             |             |                                                             | \$19,502.00                                                 | 100.00%                              |                                         |
|                      | Sanitary Sewer                                          | \$45,145.00             | \$45,145.00                             |             |                                                             | \$45,145.00                                                 | 100.00%                              |                                         |
|                      | Site Water                                              | \$8,100.00              | \$8,100.00                              |             |                                                             | \$8,100.00                                                  | 100.00%                              |                                         |
|                      | Water Quality Unit                                      | \$8,476.00              | \$8,476.00                              |             |                                                             | \$8,476.00                                                  | 100.00%                              |                                         |
|                      | Grassing                                                | \$7,930.00              | \$7,930.00                              |             |                                                             | \$7,930.00                                                  | 100.00%                              |                                         |
|                      | Aggregate leveling base @ light duty<br>concrete paving | \$4,757.00              | \$4,757.00                              |             |                                                             | \$4,757.00                                                  | 100.00%                              |                                         |
|                      | Asphalt pavement repair                                 | \$8,456.00              | \$8,456.00                              |             |                                                             | \$8,456.00                                                  | 100.00%                              |                                         |
|                      | Pavement Striping                                       | \$3,171.00              | \$3,171.00                              |             |                                                             | \$3,171.00                                                  | 100.00%                              |                                         |
|                      | Pressure Washing & Dressing                             | \$3,435.00              | \$3,435.00                              |             |                                                             | \$3,435.00                                                  | 100.00%                              |                                         |
| 3 CONCRETE           |                                                         |                         |                                         |             |                                                             |                                                             |                                      |                                         |
|                      | Walls, Conc Paving, Header Curb                         | \$53,090.00             | \$53,090.00                             |             |                                                             | \$53,090.00                                                 | 100.00%                              |                                         |
|                      | Rebar & WVF                                             | \$23,776.00             | \$23,776.00                             |             |                                                             | \$23,776.00                                                 | 100.00%                              |                                         |
|                      | PolyVapor barrier                                       | \$2,113.00              | \$2,113.00                              |             |                                                             | \$2,113.00                                                  | 100.00%                              |                                         |
|                      | Concrete material                                       | \$60,225.00             | \$60,225.00                             |             |                                                             | \$60,225.00                                                 | 100.00%                              |                                         |
|                      | Footings spoils                                         | \$1,200.00              | \$1,200.00                              |             |                                                             | \$1,200.00                                                  | 100.00%                              |                                         |
|                      | Pump                                                    | \$2,538.00              | \$2,538.00                              |             |                                                             | \$2,538.00                                                  | 100.00%                              |                                         |
|                      | Gravel under slab (material)                            | \$4,757.00              | \$4,757.00                              |             |                                                             | \$4,757.00                                                  | 100.00%                              |                                         |

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G703-1992

**CONTINUATION SHEET**

ALA DOCUMENT G703

PAGE OF PAGES

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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APPLICATION NO: 15 Final  
APPLICATION DATE: 02/13/18

PERIOD TO: 02/13/18

ARCHITECT'S PROJECT NO: 15047

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK       | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL                                    |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|-----------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |                                         |
| 4                | Misc. Concrete accessories     | \$1,268.00              | \$1,268.00                              |             |                                                             | \$1,268.00                                    | 100.00%      |                                      |                                         |
|                  | Footings & place & finish slab | \$78,452.00             | \$78,452.00                             |             |                                                             | \$78,452.00                                   | 100.00%      |                                      |                                         |
|                  | <b>MASONRY</b>                 |                         |                                         |             |                                                             |                                               |              |                                      |                                         |
|                  | CMU labor                      | \$57,829.00             | \$57,829.00                             |             |                                                             | \$57,829.00                                   | 100.00%      |                                      |                                         |
|                  | CMU material                   | \$26,034.00             | \$26,034.00                             |             |                                                             | \$26,034.00                                   | 100.00%      |                                      |                                         |
|                  | Stone Veneer installed         | \$116,225.00            | \$116,225.00                            |             |                                                             | \$116,225.00                                  | 100.00%      |                                      |                                         |
|                  | Drainage Manning               | \$15,337.00             | \$15,337.00                             |             |                                                             | \$15,337.00                                   | 100.00%      |                                      |                                         |
|                  | CMU mortar                     | \$4,332.00              | \$4,332.00                              |             |                                                             | \$4,332.00                                    | 100.00%      |                                      |                                         |
|                  | Sand                           | \$3,434.00              | \$3,434.00                              |             |                                                             | \$3,434.00                                    | 100.00%      |                                      |                                         |
|                  | Grout                          | \$12,679.00             | \$12,679.00                             |             |                                                             | \$12,679.00                                   | 100.00%      |                                      |                                         |
|                  | Grout labor                    | \$7,211.00              | \$7,211.00                              |             |                                                             | \$7,211.00                                    | 100.00%      |                                      |                                         |
|                  | Masonry Accessories            | \$2,642.00              | \$2,642.00                              |             |                                                             | \$2,642.00                                    | 100.00%      |                                      |                                         |
|                  | Foam fill insulation           | \$3,243.00              | \$3,243.00                              |             |                                                             | \$3,243.00                                    | 100.00%      |                                      |                                         |
|                  | Lift                           | \$4,226.00              | \$4,226.00                              |             |                                                             | \$4,226.00                                    | 100.00%      |                                      |                                         |
| 5                | <b>METALS</b>                  |                         |                                         |             |                                                             |                                               |              |                                      |                                         |
|                  | Steel material                 | \$45,665.00             | \$45,665.00                             |             |                                                             | \$45,665.00                                   | 100.00%      |                                      |                                         |
|                  | Steel erection                 | \$11,775.00             | \$11,775.00                             |             |                                                             | \$11,775.00                                   | 100.00%      |                                      |                                         |
| 6                | Grout under base plates        | \$469.00                | \$469.00                                |             |                                                             | \$469.00                                      | 100.00%      |                                      |                                         |
|                  | <b>CARPENTRY</b>               |                         |                                         |             |                                                             |                                               |              |                                      |                                         |
|                  | Lumber Material                | \$107,961.00            | \$107,961.00                            |             |                                                             | \$107,961.00                                  | 100.00%      |                                      |                                         |
|                  | Framing Labor                  | \$96,093.00             | \$96,093.00                             |             |                                                             | \$96,093.00                                   | 100.00%      |                                      |                                         |
|                  | House Wrap Labor               | \$955.00                | \$955.00                                |             |                                                             | \$955.00                                      | 100.00%      |                                      |                                         |
|                  | Crane                          | \$2,567.00              | \$2,567.00                              |             |                                                             | \$2,567.00                                    | 100.00%      |                                      |                                         |
|                  | Misc Wood Nailers Labor        | \$951.00                | \$951.00                                |             |                                                             | \$951.00                                      | 100.00%      |                                      |                                         |
|                  | Misc Wood Nailers Material     | \$1,904.00              | \$1,904.00                              |             |                                                             | \$1,904.00                                    | 100.00%      |                                      |                                         |
|                  | Wood Trusses Material          | \$50,716.00             | \$50,716.00                             |             |                                                             | \$50,716.00                                   | 100.00%      |                                      |                                         |
|                  | Blgd B Stair Labor             | \$1,279.00              | \$1,279.00                              |             |                                                             | \$1,279.00                                    | 100.00%      |                                      |                                         |
|                  | Cabinets                       | \$12,779.00             | \$12,779.00                             |             |                                                             | \$12,779.00                                   | 100.00%      |                                      |                                         |
|                  | Draftstopping                  | \$2,641.00              | \$2,641.00                              |             |                                                             | \$2,641.00                                    | 100.00%      |                                      |                                         |
|                  | Bleacher Installation          | \$1,270.00              | \$1,270.00                              |             |                                                             | \$1,270.00                                    | 100.00%      |                                      |                                         |
| 7                | <b>THERMAL/MOIST PROT</b>      |                         |                                         |             |                                                             |                                               |              |                                      |                                         |
|                  | Roofing                        | \$181,061.00            | \$181,061.00                            |             |                                                             | \$181,061.00                                  | 100.00%      |                                      |                                         |
|                  | Gutters & downspouts           | \$13,088.00             | \$13,088.00                             |             |                                                             | \$13,088.00                                   | 100.00%      |                                      |                                         |

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G703-1992

**CONTINUATION SHEET**

AIA DOCUMENT G703

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APPLICATION NO: 15 Final  
APPLICATION DATE: 02/13/18

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

PERIOD TO: 02/13/18

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

ARCHITECT'S PROJECT NO: 15047

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                 | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |                | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL                                    |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|------------------------------------------|-------------------------|-----------------------------------------|----------------|-------------------------------------------------------------|-----------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                          |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD    |                                                             | COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G + C) |                                      |                                         |
|                  | Caulking & Sealants                      | \$4,226.00              |                                         | \$4,226.00     |                                                             | \$4,226.00                                    | 100.00%      |                                      |                                         |
| 8                | DOORS/WINDOW/HARDWARE                    |                         |                                         |                |                                                             |                                               |              |                                      |                                         |
|                  | Doors/Frames/hardware - material & labor | \$76,961.00             |                                         | \$76,961.00    |                                                             | \$76,961.00                                   | 100.00%      |                                      |                                         |
|                  | Storefronts & glass                      | \$56,199.00             |                                         | \$56,199.00    |                                                             | \$56,199.00                                   | 100.00%      |                                      |                                         |
|                  | Louvers & Grills - material              | \$4,395.00              |                                         | \$4,395.00     |                                                             | \$4,395.00                                    | 100.00%      |                                      |                                         |
|                  | Louvers & Grills - labor                 | \$368.00                |                                         | \$368.00       |                                                             | \$368.00                                      | 100.00%      |                                      |                                         |
|                  | Counter Shutters                         | \$4,754.00              |                                         | \$4,754.00     |                                                             | \$4,754.00                                    | 100.00%      |                                      |                                         |
|                  | Access Doors                             | \$628.00                |                                         | \$628.00       |                                                             | \$628.00                                      | 100.00%      |                                      |                                         |
|                  | Accordion Partition                      | \$8,452.00              |                                         | \$8,452.00     |                                                             | \$8,452.00                                    | 100.00%      |                                      |                                         |
| 9                | FINISHERS                                |                         |                                         |                |                                                             |                                               |              |                                      |                                         |
|                  | Drywall                                  | \$49,237.00             |                                         | \$49,237.00    |                                                             | \$49,237.00                                   | 100.00%      |                                      |                                         |
|                  | Painting                                 | \$59,731.00             |                                         | \$59,731.00    |                                                             | \$59,731.00                                   | 100.00%      |                                      |                                         |
|                  | Floorcovering                            | \$13,158.00             |                                         | \$13,158.00    |                                                             | \$13,158.00                                   | 100.00%      |                                      |                                         |
|                  | Sealing Concrete                         | \$7,607.00              |                                         | \$7,607.00     |                                                             | \$7,607.00                                    | 100.00%      |                                      |                                         |
| -10              | SPECIALTIES                              |                         |                                         |                |                                                             |                                               |              |                                      |                                         |
|                  | Toilet Partitions & Accessories          | \$36,452.00             |                                         | \$36,452.00    |                                                             | \$36,452.00                                   | 100.00%      |                                      |                                         |
|                  | Signage                                  | \$1,267.00              |                                         | \$1,267.00     |                                                             | \$1,267.00                                    | 100.00%      |                                      |                                         |
|                  | Fire Extinguishers                       | \$422.00                |                                         | \$422.00       |                                                             | \$422.00                                      | 100.00%      |                                      |                                         |
| 15               | MECHANICAL                               |                         |                                         |                |                                                             |                                               |              |                                      |                                         |
|                  | HVAC                                     | \$119,669.00            |                                         | \$119,669.00   |                                                             | \$119,669.00                                  | 100.00%      |                                      |                                         |
|                  | Plumbing                                 | \$210,377.00            |                                         | \$210,377.00   |                                                             | \$210,377.00                                  | 100.00%      |                                      |                                         |
| 16               | ELECTRICAL                               |                         |                                         |                |                                                             |                                               |              |                                      |                                         |
|                  | Electrical                               | \$381,430.00            |                                         | \$381,430.00   |                                                             | \$381,430.00                                  | 100.00%      |                                      |                                         |
|                  | CHANGE ORDERS                            |                         |                                         |                |                                                             |                                               |              |                                      |                                         |
|                  | Change Order # 1                         | (\$386.00)              |                                         | (\$386.00)     |                                                             | (\$386.00)                                    | 100.00%      |                                      |                                         |
|                  | GRAND TOTALS                             | \$2,389,114.00          |                                         | \$2,389,500.00 |                                                             | \$2,389,114.00                                | 100.00%      | \$0.00                               |                                         |

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity



# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**New Vehicle Purchase**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Department Name:</b>                   | Finance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Department Summary Recommendation:</b> | Stormwater needs a new medium duty truck. One of their existing trucks needs repairs that the garage has deemed not worthy of the vehicle. Bids were placed on the city's website and three (3) vendors responded to the bid. After reviewing the bids, the low bidder was Prater Ford in Calhoun. Prater presented three bids using the same cab and chasis, but given three different bodies. After Stormwater reviewed the three bids from Prater Ford, they chose the bid with the K&K Manufacturing body with a price of \$38,698.20. I recommend the purchase of the stormwater dump truck be awarded to the low bidder, Prater Ford, in the amount of \$38,698.20. |
| <b>City Manager's Remarks:</b>            | City Council approval of the low bid from Prater Ford as outlined above is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

# CITY OF CARTERSVILLE

41 SUMMARY OF VEHICLE BIDS - February 7, 2018  
TOTAL PER UNIT COST OF VEHICLE

| Vendor Name               |  | Dump Bed Manufacturer                                    | Stormwater 1<br>Ton<br>Dump Truck | Vendor<br>Total |
|---------------------------|--|----------------------------------------------------------|-----------------------------------|-----------------|
| Prater Ford               |  | K&K Manufacturing                                        | \$38,698.20                       | \$38,698.20     |
|                           |  | Knapheide                                                | \$39,677.45                       | \$39,677.45     |
|                           |  | Smyrna Truck Equipment                                   | \$38,619.20                       | \$38,619.20     |
|                           |  |                                                          |                                   |                 |
| Wade Ford                 |  | Rugby                                                    | \$41,474.00                       | \$41,474.00     |
|                           |  |                                                          |                                   |                 |
| Peach State Truck Centers |  | Knapheide                                                | \$43,520.25                       | \$43,520.25     |
|                           |  |                                                          |                                   |                 |
|                           |  | Indicates stormwater choice in vehicle from Prater Ford. |                                   |                 |
|                           |  |                                                          |                                   |                 |
|                           |  |                                                          |                                   |                 |
|                           |  |                                                          |                                   |                 |
|                           |  |                                                          |                                   |                 |
|                           |  |                                                          |                                   |                 |

**City of Cartersville**  
**Stormwater Department**  
**1-Ton Dual Rear Wheel Diesel Dump Truck**  
**Contact: Wade Wilson 770-383-7432**

Vehicle to be delivered to City of Cartersville Garage located at  
500 S. Tennessee St, Cartersville, GA 30120  
Contact Bill Trott 770-387-5786 at the Garage to arrange delivery  
City of Cartersville reserves the right to reject any or all bids.

**Model Year: 2018**

**Quantity: 1**

**Specify Year: 2018**

**Vendor Information:**

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

**Supporting Data:**

Bidders must 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 of bid.

| Stormwater Dept. - One-Ton Dual Rear Wheel Diesel Chassis<br>With Bed | Meets<br>Specifications |    | COMMENTS                  |
|-----------------------------------------------------------------------|-------------------------|----|---------------------------|
|                                                                       | YES                     | NO |                           |
| Engine - Heavy Duty Diesel                                            | X                       |    | 6.7 Liter V-8             |
| Cab - regular Cab                                                     | X                       |    |                           |
| Model Type - Work-Standard (list package)                             | X                       |    | XL Pkg 6                  |
| Long Wheel Base - specify length from cab (min 60")                   | X                       |    | 145" WB - 60" Cab to Axle |
| <b>Automatic Transmission, w/ 2-wheel drive</b>                       | X                       |    |                           |
| Heavy-Duty Handling/Trailering Suspension Package                     | X                       |    |                           |
| Towing Package (meet or exceed 14,000 lbs.)                           | X                       |    |                           |
| Integrated Trailer Brake Control System                               | X                       |    |                           |
| Towing Mirrors - telescope out/in                                     | X                       |    |                           |
| Air Conditioning & Heat                                               | X                       |    |                           |
| Vinyl Bench Seat                                                      | X                       |    |                           |
| Power Steering                                                        | X                       |    |                           |
| Rubber Flooring w/ Rubber Floor Mats                                  | X                       |    |                           |
| Exterior Color - White                                                | X                       |    |                           |
| Interior Color - Grey                                                 | X                       |    |                           |

Item # 14

|                                                                                               |   |                           |
|-----------------------------------------------------------------------------------------------|---|---------------------------|
| Tires/Wheels - 6-Heavy Duty Rims-Steel or Aluminum (specify),<br>Tires - Heavy-Duty (specify) | X | Steel Wheels              |
| Blue Tooth Hands Free Phone System                                                            | X | Sync                      |
| Full size spare tire                                                                          | X | 5-100,000 Diesel Engine   |
| Warranty - Specify - Miles/Years                                                              | X | 3-36,000 Bumper To Bumper |
| 3 sets Keys                                                                                   | X | 5-100,000 Powertrain      |
|                                                                                               |   | 2 Factory - 1 Dealer      |

**Total Unit Price for Truck**

32,423.20

Item # 14

**Please complete the following info on the vehicle you are submitting a bid for:**

|                                          |                               |
|------------------------------------------|-------------------------------|
| 2018 Make - Model Type:                  | 2018 Ford F-350 Cab + Chassis |
| Engine Model/Type/HP:                    | 6.7 liter Diesel              |
| Towing Capacity: Max Conventional Towing | 17,500 lbs                    |
| Payload Capacity:                        | 7200 lbs                      |

| BED SPECIFICATIONS                                   |                      |    |                 |
|------------------------------------------------------|----------------------|----|-----------------|
| 10 Foot Dump Bed                                     | Meets Specifications |    | COMMENTS        |
|                                                      | YES                  | NO |                 |
| 10' Steel Dump with VC516 Electric Hoist             |                      | X  | CS615T-11 EMDA  |
| 42" Solid Headboard w/ Peep Hole and Cab Protector   | X                    |    |                 |
| 3/16" Smooth Floor                                   | X                    |    |                 |
| Stake Board Holes on Sides                           | X                    |    |                 |
| 7' Wide Dump Bed                                     |                      | X  | 8' Wide for DRW |
| Heavy Duty Receiver Hitch and 7 Pin Plug             | X                    |    |                 |
| Lights                                               | X                    |    |                 |
| Mud Flaps                                            | X                    |    |                 |
| Painted Black                                        | X                    |    |                 |
| Installed on Truck Cab and Chassis Referred to Above | X                    |    |                 |

**Total Unit Price for Bed**

\$ 6275.00

**Combined Total Price for Truck and Bed**

\$ 38,698.20  
ARH

Final Fleet Orders Due Before 3-2-2018

Anticipated number of weeks until delivery (after approval): 14-16 | 2-3  
Chassis | Body

Bid Submitted By: Vendor

Contact Person

Telephone Number

Prater Ford, Inc

Jerry R Hicks

706-629-2883 ext 647

Item # 14

CNGP530

VEHICLE ORDER CONFIRMATION

02/01/18 14:49:40

==&gt;

Dealer: F21422

2018 F-SERIES SD

Page: 1 of 1

Order No: 0000 Priority: C3 Ord FIN: QD456 Order Type: 5B Price Level: 820

Ord PEP: 640A Cust/Flt Name: CARTERSVILLE PO Number:

RETAIL

RETAIL

|      |                  |         |                          |                  |       |
|------|------------------|---------|--------------------------|------------------|-------|
| F3G  | F350 4X2 CHAS/C  | \$34645 | 512                      | SPARE TIRE/WHL2  | \$350 |
|      | 145" WHEELBASE   |         | 52B                      | BRAKE CONTROLLER | 270   |
| Z1   | OXFORD WHITE     |         | 61J                      | JACK             | NC    |
| A    | VNYL 40/20/40    |         | 65Z                      | AFT AXLE TANK    | NC    |
| S    | MEDIUM EARTH GR  |         | 91M                      | SYNC SYSTEM      | 365   |
| 640A | PREF EQUIP PKG   |         |                          | .AMFM/CD/CLK     |       |
|      | .XL TRIM         |         |                          | SP DLR ACCT ADJ  |       |
| 572  | .AIR CONDITIONER | NC      |                          | SP FLT ACCT CR   |       |
| 99T  | 6.7L V8 DIESEL   | 8995    |                          | FUEL CHARGE      |       |
| 44W  | 6-SPEED AUTO     | NC      | B4A                      | NET INV FLT OPT  | NC    |
| TD8  | .LT245 BSW AS 17 | NC      |                          | DEST AND DELIV   | 1295  |
| X37  | 3.73 REG AXLE    | NC      | TOTAL                    | BASE AND OPTIONS | 45920 |
|      | 14000# GVWR PKG  |         | TOTAL                    |                  | 45920 |
| 425  | 50 STATE EMISS   | NC      | *THIS IS NOT AN INVOICE* |                  |       |
|      | JOB #1 BUILD     |         |                          |                  |       |

Item # 14

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00257

V1DP0219

2,6



K & K Manufacturing, Inc.  
70 Pike Industrial Way  
Milner, GA 30257

## Estimate

| Date      | Estimate # |
|-----------|------------|
| 1/29/2018 | 11519      |

|                                                                 |               |
|-----------------------------------------------------------------|---------------|
| Name / Address                                                  |               |
| Prater Ford, Inc.<br>7045 Wall Street<br>Calhoun, GA 30703-0818 |               |
| Make / Model                                                    | C/A & SRW-DRW |
|                                                                 | 60 DRW        |

|         |          |       |                  |                 |
|---------|----------|-------|------------------|-----------------|
| Contact | P.O. No. | Rep   | Approx Lead Time | Signature _____ |
|         |          | Debby |                  |                 |

| Description                                                                                                                                                                                                                                                                            | Qty | Cost | Total |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|-------|
| 96" x 10' Heavy Duty Flatbed<br>Main Frame: 6" Channel<br>Cross Members: 3" Channel, 12" on-center<br>Floor Plate: 3/16" Smooth seamless plate<br>Bulk Head: HFD 9642<br>ICC Bumper<br>External stake pockets with 2-1/2" x 3/8" rub rail<br>Mudflaps<br>Back up alarm<br>LED lighting | 1   |      |       |
| Electric hoist kit for 9' - 12' dump body                                                                                                                                                                                                                                              | 1   |      |       |
| Hoist: CS615T-11 EMDA                                                                                                                                                                                                                                                                  |     |      |       |
| Heavy duty welded receiver hitch                                                                                                                                                                                                                                                       | 1   |      |       |
| 7-Way RV Plug                                                                                                                                                                                                                                                                          |     |      |       |

|              |              |                     |                  |          |
|--------------|--------------|---------------------|------------------|----------|
| Phone #      | Fax #        | E-mail              | Web Site         | Subtotal |
| 770-228-9974 | 770-228-7573 | denise@kandkmfg.com | www.kandkmfg.com |          |

Thank you for allowing us to give you an estimate. Estimates are good for 90 days. If all information on the estimate, including chassis information is correct, please sign above to process order. The lead time above is estimated and is our "target" date of completion. This date is subject to the date of the quote. A 3% processing fee will be applied to all credit and debit card purchases. We look forward to

Sales Tax (0.0%) \$0.00

Total

Item # 14



# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**Georgia Public Web Colocation Agreement**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department Name:</b>                   | Fiber                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Department Summary Recommendation:</b> | Georgia Public Web (GPW) has had an existing colocation agreement in our 6 Cook Street building since around 1998 by only having to install a generator and air conditioner but not having to pay a monthly lease fee. With the move to the new fiber node building in the Public Works Compound, a new lease agreement has been negotiated where GPW pays the city \$500 per month per rack space onsite. Based upon the equipment that GPW needs in our building, they will be leasing two racks for \$1,000 monthly income. The agreement has been reviewed by the City Attorney and I recommend approval of the colocation agreement with GPW. |
| <b>City Manager's Remarks:</b>            | City Council approval of the Agreement with GPW is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

# Colocation Agreement

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THIS COLOCATION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month/year) by and between CITY OF CARTERSVILLE, whose principal address is 1 N. Erwin Street, Cartersville, Georgia 30120, and Georgia Public Web, Inc. , a Georgia non-profit corporation of the State of Georgia whose principal address is 1470 Riveredge Parkway, Atlanta, GA 30328 (hereinafter "Customer"). Each of CITY OF CARTERSVILLE and Customer may hereinafter be referred to individually as a "Party" and together as the "Parties".

## WITNESSETH:

WHEREAS, CITY OF CARTERSVILLE desires to provide Customer with a Network Colocation Site located at 326 South Erwin Street, Cartersville, Georgia, 30120 (herein the "Site"), within which to place optical and electronics telecommunications equipment in accordance with the terms and conditions contained herein; and

WHEREAS, Customer desires to place optical and electronics telecommunications equipment in the Site in accordance with the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the following premises and the mutual promises and conditions set forth herein, the Parties agree as follows:

1. **Term.** The term of this Agreement ("Term") shall commence on the date first stated above and shall continue until February 28, 2023 unless terminated by either Party pursuant to the provisions of this Agreement. The Term shall be automatically renewed for two (2) successive five (5) year periods unless either Party provides written notification of termination at least ninety (90) days prior to the end of the then current Term.
2. **Colocation Space.** Subject to all terms and conditions of this Agreement (including without limitation any payment obligations of Customer hereunder), CITY OF CARTERSVILLE hereby grants a nonexclusive, nontransferable, terminable license to Customer, and Customer accepts such license from CITY OF CARTERSVILLE, to use during the Term (to the extent expressly permitted under this Agreement) one (1) standard telecommunications bay(s) located in a certain space within the Site, as more particularly described on Exhibit "A" ("Colocation Space"). Customer accepts the Colocation Space and Bay(s) for the purposes herein set forth and for no other purpose and only in strict accordance with the terms and conditions of this Agreement. Neither the grant of license by CITY OF CARTERSVILLE to Customer for the use of the Site, Colocation Space of Bay(s) nor the payments made to CITY OF CARTERSVILLE by Customer shall create or vest in Customer any easement, interest or any ownership or property right of any nature in the Site, Colocation Space or Bay(s)
  - 2.1. **Use of Space.** Customer shall use the Bays solely for the purposes of installing, maintaining and operating Customer's telecommunications equipment (to include testing and monitoring equipment) used or useful for the provision of telecommunications services and/or interconnection with CITY OF CARTERSVILLE's telecommunications equipment. In addition Customer may connect to the CITY OF CARTERSVILLE network collocated within the Site, subject to all terms and conditions of this Agreement. The Colocation Space shall be locked,

## Colocation Agreement

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and CITY OF CARTERSVILLE retains the right to use, occupy or lease to any third party, without any payment to Customer, any area of the Colocation Space not occupied by Bay(s), or section thereof, licensed to Customer pursuant to Section 2 hereof.

2.1.1. Customer represents, warrants and covenants that Customer shall not, to the best of its knowledge, (i) do or permit anything to be done upon the Site, or bring or keep anything thereon, which is in violation of any applicable federal, state or local laws or rules, regulations or requirements or any requirements of the Colocation Space or Site, nor (ii) make, treat or dispose of any "hazardous substance," "hazardous waste," "contaminant," or "pollutant" (as those terms are defined under any federal, state or local law or regulation, as from time to time amended, or common law pertaining to health, safety or environmental protection) in, on or about the Site or Colocation Space.

2.1.2. Customer represents, warrants and covenants that Customer shall not, without the prior written consent of CITY OF CARTERSVILLE: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Colocation Space; (ii) use the Colocation Space for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, the presence of cooking or vending equipment the sale of food or smoking in the Colocation Space; (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Colocation space or permit the presence of any animals except those used by the visually impaired (and then only to the extent strictly required for performance by the visually impaired; or (v) do or permit anything to be done upon or with respect to the Site which is not expressly permitted under this Agreement.

### 3. Customer Construction and Improvements.

3.1. **Renovation of Colocation Space.** Customer agrees that, in the event Customer desires or requires improvements, alterations and renovations to the Colocation Space, Customer shall, at its sole cost and expense, arrange with a contractor approved in advance by CITY OF CARTERSVILLE, to construct and install such improvements, alterations and renovations to the Colocation Space ("Improvements"), and Customer agrees that any such construction and installation shall (i) be performed only in accordance with plans and specifications approved in advance by CITY OF CARTERSVILLE (unless CITY OF CARTERSVILLE has expressly waived its rights to review and approve such plans or specifications in writing), and (ii) shall not unreasonably interfere with or impair the use of the Site by CITY OF CARTERSVILLE or any third party.

3.2. **Quality of Performance.** Customer represents, warrants and covenants that all installations, renovations, alterations, improvements, additions and other work shall be performed by or on behalf of Customer lien free, by contractors licensed in the State of Georgia, in a good and workmanlike manner, using only new and good grade materials, and in strict compliance with all local building code requirements, applicable laws and the requirements for CITY OF CARTERSVILLE. Customer shall be responsible for filing and receiving any and all necessary permits and/or licenses for all such construction, including without limitation, certificates of occupancy and fire marshal approvals. Customer's contractor(s) shall maintain commercial general liability, worker's compensation and builders risk insurance in form and amounts

## Colocation Agreement

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reasonably satisfactory to CITY OF CARTERSVILLE. CITY OF CARTERSVILLE shall be named as an additional insured on the liability and builders risk policies, and a certificate of insurance evidencing the required coverages shall be provided to CITY OF CARTERSVILLE prior to commencement of any work, but in no event later than thirty (30) days after the date first stated above. Customer's contractor(s) shall bill Customer directly for all work performed for Customer and CITY OF CARTERSVILLE shall have no liability for, nor responsibility to pay, any charges imposed by the Customer's contractor(s). All work shall be performed at such times and in such manner as to cause a minimum of interference with CITY OF CARTERSVILLE's transaction of business at the Site. Customer shall permit CITY OF CARTERSVILLE to inspect all construction operations and work with the Site. Upon completion of any installation, alteration, addition or other work, contractors' affidavits and full and final waivers of lien covering all labor and material expended and used shall be obtained by Customer and delivered to CITY OF CARTERSVILLE.

- 3.3. Rights of Review.** CITY OF CARTERSVILLE shall have the rights, but not the obligations, and Customer shall cooperate with CITY OF CARTERSVILLE in the exercise of such rights, (i) to review and approve Customer's plans and specifications prior to commencement of any construction or other work by Customer, and (ii) to require Customer to (and Customer agrees that it shall) correct or remove and replace at Customer's sole cost and expense, any structure, facility, renovation, addition, alteration or improvement that is not in accordance with applicable plans and specifications, local building codes, applicable laws or the requirements of any insurers providing insurance coverage for CITY OF CARTERSVILLE or the Site. Notwithstanding any review and approval by CITY OF CARTERSVILLE of any contractor or of any of Customer's plans and specifications for any of the work to be performed by Customer pursuant to this Section 3, CITY OF CARTERSVILLE shall have no responsibility or liability whatsoever for or with respect to the plans and specifications or with respect to the safety, sufficiency, adequacy or legality of the plans and specifications or the work performed by or on behalf of Customer. Customer shall be solely responsible for the plans and specifications, the work performed and the improvements constructed as a result thereof, and for the compliance of the plans and specifications, the work and any improvements with all applicable laws, rules and regulations, the architectural completeness and sufficiency of the plans and specifications, any work or improvements, the safety of the work or improvements and any and all other matters relating thereto.
- 3.4. Ownership.** Upon creation thereof, each construction, addition, renovation, alteration and improvement made by or on behalf of Customer to the Colocation Space or the Site shall become the property of CITY OF CARTERSVILLE and a part of the Site and shall remain upon and be surrendered at no additional cost to CITY OF CARTERSVILLE upon the expiration or termination of this Agreement.
- 3.5. Mechanics Liens.** If any mechanics lien or other liens shall be filed against the Site, the Colocation space or any property of CITY OF CARTERSVILLE, or any improvements thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for Customer or by reason of any changes, or additions to the Site, the Colocation Space or the property of CITY OF CARTERSVILLE made at the request or under the direction of Customer, Customer shall, with ten (10) days after receipt of written notice from

## Colocation Agreement

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CITY OF CARTERSVILLE, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. Customer shall also defend, at its sole cost and expense, on behalf of CITY OF CARTERSVILLE, any action, suite or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon. The terms and conditions of this Section 3.5 shall survive any termination or expiration of this Agreement.

- 3.6. Other Alterations.** Except as provided in this Section 3, in no case shall Customer or any person acting on behalf of (or at the request of) Customer make any rearrangement, modification, improvement, addition, repair or other alteration to the Colocation Space or the Site without the prior written consent of CITY OF CARTERSVILLE, which consent shall not be unreasonably withheld.
- 3.7. Customer's Equipment, Installation, Testing, Repair and Maintenance.** Customer is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of any and all equipment and facilities provided by Customer in connection with this Agreement or the hardware, software and point of termination connections so provided by Customer. Prior to any installation of any of the foregoing, Customer shall submit to CITY OF CARTERSVILLE, for CITY OF CARTERSVILLE's written approval, all engineering plans and specifications pertaining to Customer-provided equipment and Improvements to be installed pursuant to Customer's performance of obligations or exercise of rights under this Agreement, and Customer shall not install such equipment or Improvements until CITY OF CARTERSVILLE has given its written approval of such plans and specifications (which approval shall not be unreasonably withheld). Throughout the Term, Customer shall provide, at its sole expense, repair and maintenance with respect to Customer-provided equipment and Improvements installed in the Colocation Space or at the Site. In the event that Customer elects to have a third party perform any maintenance or repair of Customer-provided equipment or Improvements, CITY OF CARTERSVILLE shall have the right to approve the use of such third party prior to the commencement of work. Except as specifically provided at Section 3.5, title to Customer-provided equipment and Improvements hereunder shall at all times remain with Customer. All Customer-provided equipment and Improvements shall be labeled by Customer as such.
- 4. Electrical Power.** Prior to installation of any Customer provided equipment in the Colocation Space, but in no event later than thirty (30) days after the date first stated above, Customer shall project its electrical power requirements and set forth its projection on an exhibit in the form set forth at Exhibit "C" hereto, which shall be attached hereto upon completion and incorporated herein as Exhibit "C" to this Agreement. During the Term, subject to all payment obligations of Customer hereunder and all other terms and conditions of this Agreement, CITY OF CARTERSVILLE shall provide AC and DC electrical power to Customer on a breakered basis in an initial increment of twenty (20) amps per Bay and, upon Customer's request, in additional increments of ten (10) amps per Bay, and Customer shall pay for such electrical power based on said requested increments regardless of actual usage. If the power provided by CITY OF CARTERSVILLE causes interference with the proper operation of Customer provided equipment, Customer may provide at Customer's sole expense, any filtering or regulation devices within the Colocation Space to correct the interference.

# Colocation Agreement

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CITY OF CARTERSVILLE will use reasonable efforts to notify Customer's Network Operations Center (NOC) in the event of a power failure.

5. **Cross-Connects.** Customer shall use CITY OF CARTERSVILLE – provided digital cross connect(s) or other network interface device(s), as determined solely by CITY OF CARTERSVILLE, (the "Cross-Connects") to interconnect its network to the CITY OF CARTERSVILLE's Network.
6. **Payment Obligations.**
  - 6.1. **Payment Amounts.** In addition to any other obligation of payment of Customer hereunder, Customer shall pay to CITY OF CARTERSVILLE on a monthly basis throughout the Term:
    - 6.1.1. for each Bay licensed pursuant to Section 2, the recurring fees set forth in Exhibit "B" ("Monthly Bay Fee") provided, however, that CITY OF CARTERSVILLE has the option to waive in its sole discretion the foregoing obligation of Customer with respect to one(1) Bay, excluding the DC power supply, licensed pursuant to Section 2 upon Customer purchasing other CITY OF CARTERSVILLE telecom or Internet services at this Site;
    - 6.1.2. for electrical power supplied pursuant to Section 4 during the Term, the recurring fees set forth in Exhibit "B"; and
  - 6.2. **Payment Terms.** CITY OF CARTERSVILLE will invoice Customer monthly for charges incurred by Customer hereunder. All amounts stated on each invoice shall be due and payable within thirty (30) days of receipt of said invoice. All amounts of money specified in this Agreement or set forth on any invoice are in United States dollars and do not include any sales, use or other excise taxes, all of which are the liability of and shall be paid by Customer, excluding, however, taxes based on CITY OF CARTERSVILLE's net income. Any sum due to CITY OF CARTERSVILLE and not paid when due shall accrue a penalty of 10% of the outstanding balance along with a \$5.00 late fee charge for each month or portion thereof that the sum is delinquent. Customer shall pay all reasonable expenses including without limitation reasonable attorney's fee incurred by CITY OF CARTERSVILLE in the collection of any amounts due to CITY OF CARTERSVILLE hereunder.
7. **Access and Security.** During the Term, Customer shall have access to the Colocation Space twenty-four (24) hours a day, seven (7) days a week for so long as Customer and all persons accessing the Colocation Space on behalf of (or at the request of) Customer strictly comply with CITY OF CARTERSVILLE's customary security procedures, as from time to time in effect. Access during non-business hours (defined as Monday thru Friday 5:00 PM to 8:00 AM including CITY OF CARTERSVILLE'S holidays) will be granted at the rate of \$50.00 per hour with a two (2) hour minimum. **Schedule access to premises by calling the CITY OF CARTERSVILLE Fibercom Department at 770-607-6380.** Customer agrees that it shall at all times, and shall cause all persons who access the Colocation Space on behalf of (or at the request of) Customer (including without limitation any third party who performs installation, testing, repair or maintenance of any Customer – provided equipment or facilities) to, strictly comply with CITY OF CARTERSVILLE'S then-current security procedures. Upon acceptance of this agreement, there will be two access key fobs provided at no charge. Lost access key fobs will be replaced at a charge of \$25 each.

## Colocation Agreement

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8. **Right to Relocate.** On no less than one hundred eighty (180) days advance written notice, CITY OF CARTERSVILLE may require Customer to (and Customer shall) relocate Customer's equipment, at customer's expense, within the Site as may be designated by CITY OF CARTERSVILLE, provided that any such new Site shall provide Customer with substantially the same rights and services afforded under this Agreement. Customer hereby waives, and releases CITY OF CARTERSVILLE from, all claims that may arise out of any loss, damage, cost or expense related to a relocation of Customer's equipment, except to the extent that such claim arises out of the negligence or willful misconduct of CITY OF CARTERSVILLE or its employees, agents, representatives and contractors. Customer further agrees to hold CITY OF CARTERSVILLE and any of its employees, agents, representatives and contractors harmless for any damage caused by CITY OF CARTERSVILLE's equipment during such relocation (unless such damage results from the negligence or willful misconduct of CITY OF CARTERSVILLE's or its employees, agents, representatives and contractors). Should such relocation occur, Customer has ninety (90) days from notice of such relocation to execute an option to terminate the Agreement without liability. Upon such termination notice, Customer has ninety (90) days to vacate the Site.
  
9. **Site Clean Up.** Customer shall promptly remove all related debris, refuse and other material and clean up the Colocation Space and Site (i) after performance of work in the Colocation Space pursuant to Section 3 hereof, (ii) after performance of any of the other work described in Section 3 hereof, (iii) after installation of Customer provided equipment, (iv) after the performance of any maintenance or repair work at the site or Colocation Space by Customer or one of its agents, employees or other representatives or Independent contractors, and (v) upon termination or expiration of this Agreement. In the event that customer fails, in whole or in part, to perform its obligations under this Section 9, CITY OF CARTERSVILLE shall notify Customer. Should Customer not cure this issue within five days of notice, CITY OF CARTERSVILLE shall have the right to perform such work at the sole expense of customer and Customer shall, with ten (10) days following receipt of an invoice therefor, reimburse CITY OF CARTERSVILLE for any such expenses incurred plus an administrative fee equal to ten percent (10%) of such expenses. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.
  
10. **Permits, Fees, and Other Approvals: Payment of Taxes.** Customer hereby represents, warrants and covenants that, to the best of its knowledge, it has already obtained or will promptly obtain, and shall maintain through the Term, all permits, licenses, franchises and other approvals that may be required for (i) Customer's operation of any Customer-provided equipment or facilities, (ii) the exercise by Customer of any rights of Customer hereunder, or (iii) the performance by customer of any obligations of Customer hereunder. Customer shall also pay any and all taxes, fees or assessments imposed by any taxing authority upon Customer-provided equipment or facilities installed at the Site or upon Customer's use of or operations at the Site. Customer hereby represents, warrants and covenants that its operation of equipment or facilities at the Site and all Customer business operations associated therewith shall at all times during the Term be in compliance with all applicable laws, rules, regulations and ordinances.
  
11. **Equipment Standards: Interference or Impairment.** Customer represents, warrants and covenants that, to the best of its knowledge, all equipment and facilities provided by Customer in connection with this Agreement or the Colocation Space or the Site;

## Colocation Agreement

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- 11.1. meet or exceed the following Bell Core (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements, to the extent that the same are applicable to such Customer-provided equipment and facilities: (a) Criteria Level 1 requirements as outlined in the Bell Core (Telcordia) special Report SR-3580, Issue 1; (b) equipment design spatial requirements per GR-63-CORE, Section 2; (c) thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; (d) acoustic noise GR-063-CORE, Section 4, Criterion 128, and (e) National Electric Code standards.
- 11.2. Shall not interfere with or impair any service provided by CITY OF CARTERSVILLE or by any other person;
- 11.3. Shall not impair, interfere with, endanger or damage any CITY OF CARTERSVILLE equipment located at the Site or the equipment of any other person located at the Site;
- 11.4. Shall not endanger or damage the Colocation Space or the Site;
- 11.5. Shall not unlawfully (a) intercept, (b) record or (c) otherwise compromise the privacy of any communications carried in, from or through the Colocation space or Site; and
- 11.6. Shall not create a risk of injury or death to any persons or to the public.

Anything in Section 12 to the contrary notwithstanding, in the event that CITY OF CARTERSVILLE believes that Customer is in breach of any provision of this Section 11, CITY OF CARTERSVILLE may give written notice to Customer, which notice describes the nature of the breach, and Customer shall promptly commence actions to remedy such breach within twenty-four (24) hours after receipt of said notice and to use its best efforts to complete such measures as soon as possible thereafter. Anything in this Agreement to the contrary notwithstanding, in the event that Customer fails to commence actions to remedy such breach within twenty-four (24) hours after receipt of said notice, or in the event that CITY OF CARTERSVILLE reasonably believes such breach can reasonably be expected to cause an immediate threat of any equipment of or any services provided by or to CITY OF CARTERSVILLE or any other person (collectively "Hazardous Conditions"), CITY OF CARTERSVILLE may immediately take such action as it deems appropriate to cease the continuation of such breach, including without limitation, interruption of electrical power to Customer-provided equipment and facilities until such time as the Hazardous Conditions are remedied. CITY OF CARTERSVILLE will endeavor, but is not required, to provide notice to Customer prior to taking such action and shall have no liability whatsoever to Customer or to any third party for any claims, actions, losses, damages, liens, costs, judgments, expenses or liabilities arising from such action or from failure to take such action.

### 12. Termination.

- 12.1. **Notice of Breach.** In the event a Party believes the other has committed a material breach, said Party shall send written notice thereof to the breaching Party. The breaching Party shall be allowed thirty (30) calendar days from receipt ("Notice") of said notice to cure the breach (except with respect to breaches of the obligation to pay money to CITY OF CARTERSVILLE, in

## Colocation Agreement

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which as the breaching Party shall be allowed ten (10) calendar days from receipt of said notice); and if the breach is not cured within said period, then the Party not in breach may thereafter terminate this Agreement by sending written notice of termination to the breaching Party with termination effective as of the date such notice is given.

**12.2. Casualty or Condemnation.** If all or any substantial part of the Site (i) is destroyed or is damaged by fire or any other casualty or (ii) is acquired by virtue of condemnation or eminent domain for any public or quasi-public use or purpose, or is sold to a condemning authority under threat of condemnation, and CITY OF CARTERSVILLE, in its sole unlimited discretion, elects not to repair, rebuild or restore the Site, then it shall notify Customer in writing of such election within at least forty-five (45) days of such damage, destruction or taking. Upon such notification, either CITY OF CARTERSVILLE or Customer may elect to terminate this Agreement by giving the other notice of termination. Upon notice of termination, Customer's obligation to CITY OF CARTERSVILLE shall terminate upon the removal of equipment in accordance with Section 13 below or notice provided by Customer.

**12.3. Effect of Termination.** Upon termination or expiration of this Agreement for any cause whatsoever, other than Section 12.2 above;

12.3.1. All licenses and rights of Customer provided for hereunder shall immediately cease (except to the extent strictly necessary for Customer to perform its obligations at Section 13);

12.3.2. All payment obligations of Customer shall accrue through the effective date of such termination or expiration and shall be due and payable immediately; provided, however, that any payment obligations pursuant to Section 13 shall survive the termination and expiration of this Agreement and continue to accrue in accordance with Section 13; and

12.3.3. Sections 3.5, 3.6, 6.2, 9, 12.4, 13, 17, 18, 20 and 23 hereof shall survive the termination of this Agreement.

**13. Removal of Customer Equipment.** Upon expiration or termination of this Agreement for any reason whatsoever, Customer, at its sole cost and expense, shall immediately, but in no event no later than thirty (30) days following the effective date of such termination or expiration, remove Customer's equipment and other property of Customer from the Colocation space and Site and shall return the Colocation Space to CITY OF CARTERSVILLE, broom-clean, in substantially as good a condition and state of repair as when Customer completed the work permitted under Section 3, normal wear and tear excepted. Immediately upon the completion of such removal by Customer (but in no event later than thirty (30) days following the effective date of such termination or expiration, Customer shall surrender to CITY OF CARTERSVILLE all documents and tangible things in Customer's possession, custody or control which enable access to the Site (including without limitation any keys, access cards or CITY OF CARTERSVILLE - provided photo identification cards). Should Customer fail to vacate the Colocation Space within thirty (30) days from the effective date of expiration or termination, CITY OF CARTERSVILLE shall have the right to remove Customer's equipment and other property, at Customer's sole expense, and with no liability whatsoever for any damage or injury to customer's equipment or other property, and Customer shall pay all expenses associated therewith.

## Colocation Agreement

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Should customer fail to surrender to CITY OF CARTERSVILLE all documents and tangible things in Customer's possession, custody or control which enable access to the Site within thirty (30) days from the effective date of expiration or termination, CITY OF CARTERSVILLE shall be entitled to change any locks or other security measures to ensure that documents or tangible things not surrendered by Customer will no longer permit entry to the Site and Customer shall pay all expenses associated therewith. Any applicable charges described at Section 6 shall continue to accrue beyond the last day of the Term until Customer or CITY OF CARTERSVILLE has completed removing Customer's equipment and other property of Customer from the Colocation Space and site, and Customer shall pay all such charges to CITY OF CARTERSVILLE in accordance with Section 6.

14. **Transfer, Sale and Assignment.** Without CITY OF CARTERSVILLE's prior written consent, which consent may not be unreasonably withheld by CITY OF CARTERSVILLE, customer may not assign or transfer this Agreement or any interest herein. Without CITY OF CARTERSVILLE'S prior written consent, which consent may be withheld by CITY OF CARTERSVILLE in its sole discretion, Customer may not (i) sublease the Colocation Space or Bay(s) or any right associated therewith (ii) provide or make the Colocation Space, Bay(s) or any other space within the Site available for use by any third party, or (iii) sell, assign, transfer, pledge or otherwise encumber any interest it has hereunder or may have in the Colocation Space of Bay(s) by virtue of this Agreement. Any transfer, sale or assignment in violation of this Section shall be null and void and of no force or effect.
15. **Notices.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid; or (iv) by prepaid fax, telex, or other similar means of electronic communication (followed by confirmation on the same or following day by mail as aforesaid). All notices given under this Agreement shall be addressed, as follows:

|                             |                                                                                                                                         |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| If to CITY OF CARTERSVILLE: | City of Cartersville<br>P. O. Box 1390<br>Cartersville, GA 30120<br>Attn.: Dan Porta, Assistant City Manager<br>Telephone: 770-387-5672 |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|

|                 |                                                                                                                                      |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------|
| With copies to: | City of Cartersville<br>P. O. Box 1390<br>Cartersville, GA 30120<br>Attn.: Todd Jessee, Fiber GIS Manager<br>Telephone: 770-387-5621 |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------|

|                 |                                                                                                                       |
|-----------------|-----------------------------------------------------------------------------------------------------------------------|
| If to Customer: | Georgia Public Web, Inc.<br>ATTN: Contracts<br>P.O. Box 420888<br>Atlanta, GA 30342-0888<br>contracts@gapublicweb.net |
|-----------------|-----------------------------------------------------------------------------------------------------------------------|

## Colocation Agreement

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With copies to:

Hall, Booth, Smith  
ATTN: Robert Middleton  
2417 Westgate Drive  
Albany, GA 31708

Or to such other addresses or fax numbers of which the Parties have been advised in writing by any of the above-described means. Personal delivery to a Party or to any officer, partner, agent, or employee of such Party at its address herein shall constitute receipt. The following shall also constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address or fax number of which no notice has been received by the other Party. Notwithstanding the foregoing, no notice of change of address or fax number shall be effective until ten (10) days after the date of receipt thereof. This Section shall not be construed in any way to affect or impair any waiver of notice or demand herein provided.

16. **Warranties.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WHATSOEVER TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SITE, THE COLOCATION SPACE, ANY BAY(S), ANY EQUIPMENT OR ANY SERVICE OR AS TO ANY OTHER MATTER, WHETHER EXPRESS, IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND BOTH PARTIES AGREE THAT ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. IN THE EVENT OF THE BREACH BY EITHER PARTY OF ANY WARRANTY IN THE AGREEMENT, THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO EXERCISE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE CONDITION THAT CONSTITUTES OR GAVE RISE TO THE BREACH.

17. **Indemnity/Limitation of Liability.**

- 17.1. **Indemnity.** To the extent allowed by Georgia law, each Party, on behalf of itself and its officers, directors, shareholders, members, employees, transferees, successors and assigns (collectively "Indemnitor(s)") hereby agrees to defend, indemnify and hold harmless the other Party, their agents and their respective officers, directors, shareholders, members, employees, agents, transferees, successors and assigns from and against any and all claims, actions, losses, damages, liens, costs, judgments, expenses (including without limitation reasonable attorneys' fees) and liabilities (collectively "Claims"), to the extent such Claims arise from or out of, (i) any acts or omissions of any Indemnitor, or any of their respective agents, contractors, employees, guests, licensees or invitees (including without limitation with respect to performance under Section 3), (ii) any breach by either Party to this Agreement or (iii) Indemnitor's usage of the Bay(s) the Colocations Space, the Site or any equipment or facilities. "Claims" shall expressly include, without limitation, claims, actions, losses, damages, liens, costs, judgments, expenses (including without limitation reasonable attorneys' fees) and liabilities associated with bodily injury, property damage, lost profits, cable or fiber cuts, damage to the equipment and/or facilities of either Party or any other person, loss of data or interruption in service.

## Colocation Agreement

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- 17.2. Limitation of Liability.** Any other provision of this Agreement to the contrary notwithstanding, the liability of CITY OF CARTERSVILLE for any losses or damage, whether direct or indirect, arising out of this Agreement from any cause whatsoever, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed the greater of \$10,000 or the total amounts paid by Customer pursuant to Section 6 during the twelve (12) months prior to the month during which the event occurred which gave rise to the liability. Neither Party shall be liable for lost profits or other consequential damages, or for any claims against either Party by any third party, even if the other Party was advised of the possibility of same. Under no circumstances shall either Party be liable hereunder for general damages, incidental damages, indirect damages, or exemplary or punitive damages. The remedies of both Parties are limited to those set forth in this Agreement. No action arising out of this Agreement, regardless of form, may be brought by either Party against the other Party more than one (1) year after the cause of action arose.
- 17.3. Damage to Facilities.** In performing any construction, installation or other work, Customer shall, and shall cause all Indemnitors performing such construction, installation or other work, to use its best efforts to avoid damaging the communications equipment, cables, wires and other facilities or equipment of CITY OF CARTERSVILLE or of any other person. In the event that Indemnitor(s) causes any such damage, including without limitation, cutting or severing underground wires or cables of any person, Indemnitor shall promptly advise CITY OF CARTERSVILLE of such damage. In addition to, and not in lieu of, any other of its indemnification obligations under this Section 17, Indemnitor will, upon demand, promptly reimburse CITY OF CARTERSVILLE for all costs and expenses incurred to repair or replace communications equipment, cables, wires and other facilities or equipment of CITY OF CARTERSVILLE or of any other person which are damaged by Indemnitor(s).
- 17.4. Survival.** The terms and conditions of this Section 17 shall survive any termination or expiration of this Agreement.
- 18. Suspension of Access to Site, Service/Facilities.** CITY OF CARTERSVILLE may limit access to or use of the Site, Colocation Space, Bay(s), services (including the CITY OF CARTERSVILLE network) or any portion of the foregoing hereunder when necessary due to events beyond the reasonable control of CITY OF CARTERSVILLE or where reasonably necessary by reason of accident or emergency, or for repairs, improvements or otherwise. CITY OF CARTERSVILLE does not warrant that access to or use of this Site, Colocation Space, Bay(s), or services (including the CITY OF CARTERSVILLE network) will be free from interruptions. No such interruption of access or use shall be deemed an eviction or disturbance of Customer's use of the Bays licensed hereunder, or render CITY OF CARTERSVILLE liable to Customer for damages, or relieve Customer from performance of its obligations under this Agreement. Except to the extent of any breach of this Agreement by CITY OF CARTERSVILLE, Customer hereby waives and releases all claims against CITY OF CARTERSVILLE for damages for any interruption of access to or use of the Site, Colocation Space, Bay(s), or services (including the CITY

## Colocation Agreement

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OF CARTERSVILLE network) permitted hereunder. Should access be denied greater than thirty days each year, Customer shall have the right to terminate the Agreement without liability.

19. **Insurance.** Customer shall, at its expense, procure and maintain throughout the Term, the following insurance from an insurance company or companies of recognized financial responsibility authorized to do business in the state where the Site is located: (i) Commercial General Liability Insurance (including endorsements providing broad form blanket contractual liability and indemnity coverage for the risks assumed under this Agreement, and explosion, collapse and underground coverage), insuring against liability for personal injury or death, property damage or other loss in amount of not less than \$2,000,000 combined single limit with respect to any single occurrence, \$4,000,000 aggregate, (ii) Worker's Compensation Insurance, including Employer's Worker's Compensation or similar statute in the state where any work is performed and (iii) Comprehensive Automobile Liability insurance for owned, non-owned and hired vehicles with a combined single limit of not less than \$2,000,000 with respect to any single occurrence. Customer shall deliver to CITY OF CARTERSVILLE, prior to and as a condition of any use of or construction in the Colocation Space or on the Site, a Certificate of Insurance evidencing all of the above insurance requirements and shall require its insurer or insurers to notify CITY OF CARTERSVILLE not less than sixty (60) days prior to any cancellation or material change in any coverage. Customer shall furnish to CITY OF CARTERSVILLE, at least thirty (30) days prior to the expiration of any required insurance policy, evidence that such policy has been renewed for a period of not less than one (1) year. CITY OF CARTERSVILLE shall be named as an additional insured on the insurance policies described in (i) and (iii) above.
20. **Governing Law, Venue.** This Agreement and any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia. Venue for any actions arising under this Agreement shall vest exclusively in courts located in the State of Georgia. Customer hereby submits to the personal jurisdiction of the aforementioned courts.
21. **Entire Agreement.** This Agreement, together with its preamble and recitals and all Exhibits and other attachments to this Agreement (all (i) as amended from time to time and (ii) incorporated herein by this reference), contains the full understanding of the Parties with respect to the subject matter hereof (superseding all prior or contemporaneous correspondence or agreements between the Parties), constitutes the entire agreement between CITY OF CARTERSVILLE and Customer and may not be modified or amended other than by a written instrument signed by both Parties.
22. **Binding Nature.** This Agreement shall be binding upon the Parties, and their respective legal representatives, assigns and successors in interest.

## Colocation Agreement

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23. **Further Assurances.** From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.
24. **Arbitration.** Any controversy or claim arising out of or related to this Agreement or the breach thereof, shall be settled by binding arbitration in Atlanta, Georgia, in accordance with the Commercial Arbitration Rules of American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
25. **Headings and Pronouns.** Headings used in this Agreement are for reference purposes only, and are not to be deemed a part of this Agreement. The recitals set forth at the outset of this Agreement shall be deemed to be a part hereof. Pronouns used herein shall be construed as masculine, feminine or neuter, and both singular and plural, as the context may require, and the term "person" shall include an individual, corporation, association, partnership, trust, and other organization.
26. **Time of the Essence.** Time is of the essence in the performance by Customer of its obligations under this Agreement.
27. **No Joint Venture.** Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.
28. **Severability.** Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be effective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.
29. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

## Colocation Agreement

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City of Cartersville

(Customer)

By: \_\_\_\_\_

By: Print: Matthew J. SantiniPrint: Eric SaterTitle: MayorTitle: PRESIDENT, GEORGIA PUBLIC WORKS, Inc.

ATTEST:

/s/ \_\_\_\_\_

Meredith Ulmer

City Clerk

# Colocation Agreement

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## EXHIBIT "A"

### Colocation Space

1.

# Colocation Agreement

## EXHIBIT "B"

### Listing of Rates for Services\*

The following is a list of CITY OF CARTERSVILLE rates for the Colocation Services:

| Item                            | Non-Recurring Installation Fee | Monthly Recurring Fee |
|---------------------------------|--------------------------------|-----------------------|
| Bay of 25"Wx30"Dx84"H 1/4 Rack  | \$0.00                         | \$200.00              |
| Bay of 25"Wx30"Dx84"H 1/2 Rack  | \$0.00                         | \$325.00              |
| Bay of 25"Wx30"Dx84"H 3/4 Rack  | \$0.00                         | \$425.00              |
| Bay of 25"Wx30"Dx84"H Full Rack | \$0.00                         | \$500.00              |

The Non-Recurring Installation Fee shall be waived for the rack spaces that are, at the time of execution of this document, located with the City of Cartersville in their then current collocation facility. Also, Customer is allowed to move their approved equipment, either existing or new equipment, within the bay rack space(s) that they have leased at any time without incurring any fee. Although Customer is still responsible for electrical DC Power Service charges as outlined below.

The following is the CITY OF CARTERSVILLE rate for electrical DC Power Services:

| Item     | Non-Recurring Fee | Monthly Recurring Fee                                       |
|----------|-------------------|-------------------------------------------------------------|
| DC Power | N/A               | Seven Dollars and Fifty Cents (\$7.50) per DC amp per month |

The following is the CITY OF CARTERSVILLE rate for electrical AC Power Services:

| Item     | Non-Recurring Fee | Monthly Recurring Fee                                       |
|----------|-------------------|-------------------------------------------------------------|
| AC Power | N/A               | Seven Dollars and Fifty Cents (\$7.50) per AC amp per month |

\*The rates and charges to Customer for any service or item not set forth herein shall be on an Individual Case Basis ("ICB").



# Colocation Agreement

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## Exhibit "D"

### Listing of Services Purchased

| Space | Non-Recurring Installation Fee | Monthly Recurring Fee |
|-------|--------------------------------|-----------------------|
|       |                                |                       |
|       |                                |                       |
|       |                                |                       |
|       |                                |                       |

| Power | Non-Recurring Installation Fee | Monthly Recurring Fee |
|-------|--------------------------------|-----------------------|
| DC    |                                |                       |
| AC    |                                |                       |
|       |                                |                       |
|       |                                |                       |

| Internal | Non-Recurring Installation Fee | Monthly Recurring Fee |
|----------|--------------------------------|-----------------------|
|          |                                |                       |
|          |                                |                       |
|          |                                |                       |
|          |                                |                       |



# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**Calix Fiber Optic Hardware**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department Name:</b>                   | Fiber                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Department Summary Recommendation:</b> | The Fiber Department needs to purchase additional Calix network hardware for FiberCom internet customer deployment. The need for the additional hardware stems from our previous vendor (Allied Telesis) which has discontinued the line of products that we have used over the last 6 years. The Calix network hardware will allow FiberCom personnel to continue selling services to prospective customers and I recommend this hardware purchase in the amount of \$21,574.20. |
| <b>City Manager's Remarks:</b>            | City Council approval of this purchase is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## Calix Network Configuration & Quotation

|                           |                      |                                |                   |
|---------------------------|----------------------|--------------------------------|-------------------|
| <b>Customer Name:</b>     | City of Cartersville | <b>Quote Reference Number:</b> | 593849A - 1       |
| <b>Project Name:</b>      | E7-2 AE              | <b>Quote Type:</b>             | Access            |
| <b>Quote Description:</b> | E7-2 AE              | <b>Date Created:</b>           | February 9, 2018  |
| <b>Author Name:</b>       | Kevin Fisher         | <b>Date Modified:</b>          | February 12, 2018 |
| <b>Contact Name:</b>      | Steven Grier         | <b>Quote Expiration:</b>       | March 11, 2018    |

| Equipment Summary      |                                                                                                 |            |            |     |                    |
|------------------------|-------------------------------------------------------------------------------------------------|------------|------------|-----|--------------------|
| Calix Part #           | Part Description                                                                                | CLEI       | Price      | Qty | Extended Price     |
|                        | <b>700GE ONT</b>                                                                                |            |            |     |                    |
| 100-03248              | 716GE ONT, 2 POTS, 4 GE -CE                                                                     | BVM9R00ARA | \$250.00   | 3   | \$750.00           |
|                        | <b>800 SG</b>                                                                                   |            |            |     |                    |
| 000-00868              | 844GE-1 GigaCenter, 2 POTS, 4 GE, Dual Wi-Fi, 1 USB -AM Type A Power Adapter w/ 8-pin connector |            | \$231.88   | 15  | \$3,478.20         |
|                        | <b>E7</b>                                                                                       |            |            |     |                    |
| 015-00015              | E7-2 GE-24 Line Card with Qty 12 1GE BIDI CSFP 20km I-Temp                                      |            | \$5,066.75 | 3   | \$15,200.25        |
| 100-04283              | Retrofit 48Vdc 1RU Power Upgrade Kit (FPS LVD 1+1 40A)                                          |            | \$1,530.75 | 1   | \$1,530.75         |
|                        | <b>ONT</b>                                                                                      |            |            |     |                    |
| 100-01578              | SFU ONT Enclosure with Splice Tray                                                              |            | \$29.00    | 15  | \$435.00           |
| 100-03826              | UPS SFU CYBP27U Indoor 12V 7.2AH 24W - 2-prong Type A Floating                                  |            | \$46.00    | 3   | \$138.00           |
| 100-04188              | SFU ONT Power Cord, 7 pin CYBR UPS to ONT Un-terminated, 10 ft                                  |            | \$14.00    | 3   | \$42.00            |
| <b>Equipment Total</b> |                                                                                                 |            |            |     | <b>\$21,574.20</b> |
| <b>Grand Total</b>     |                                                                                                 |            |            |     | <b>\$21,574.20</b> |

### Package Details:

000-00868 package consists of the following:

|           |                                                                          |   |
|-----------|--------------------------------------------------------------------------|---|
| 100-04017 | 844GE-1 GigaCenter, 2 POTS, 4 GE, Dual Wi-Fi, 1 USB -UPS Power Interface | 1 |
| 100-04125 | Power Adapter CPA5 12V 2.5Amp -AM Type A w/ 8-pin connector              | 1 |

015-00015 package consists of the following:

|           |                                                                                             |      |
|-----------|---------------------------------------------------------------------------------------------|------|
| 100-01792 | 2x 1GE BIDI CSFP, Dual BIDI Downstream transceiver, Single Mode, 20Km, Tx1490nm, LC, I-Temp | 12.0 |
|-----------|---------------------------------------------------------------------------------------------|------|

### Notes & Optional Equipment and Services

All prices are being quoted in US \$ (Dollars).

Due to rounding, some totals may not correspond with the sum of the separate figures.

Unless specifically listed above, the order total shown does not reflect any charges related to shipping, taxes, insurance, customs duties or tariffs, which are the customer's sole responsibility. Unless specifically listed above, the actual freight charges incurred

Item # 16

## Calix Network Configuration & Quotation

|                           |                      |                                |                   |
|---------------------------|----------------------|--------------------------------|-------------------|
| <b>Customer Name:</b>     | City of Cartersville | <b>Quote Reference Number:</b> | 593849A - 1       |
| <b>Project Name:</b>      | E7-2 AE              | <b>Quote Type:</b>             | Access            |
| <b>Quote Description:</b> | E7-2 AE              | <b>Date Created:</b>           | February 9, 2018  |
| <b>Author Name:</b>       | Kevin Fisher         | <b>Date Modified:</b>          | February 12, 2018 |
| <b>Contact Name:</b>      | Steven Grier         | <b>Quote Expiration:</b>       | March 11, 2018    |

and related taxes will be added to your order at the time of shipping and will be reflected on your invoice. Equipment purchases are subject to our standard terms and conditions of sale, a copy of which can be found at the [http://www.calix.com/terms\\_of\\_sale.html](http://www.calix.com/terms_of_sale.html), or (if applicable) the terms and conditions of a previously executed written sales agreement between us.

### Calix Warranty Summary

With the exception of Premises Products (e.g. Optical Network Terminal equipment), Calix warrants its Products for five (5) years from the date of shipment. The warranty for Premises Products is one (1) year from date of shipment. Certain 3rd party products are not warranted by Calix. For these items we "pass-through" the manufacturer's warranty. For the complete Calix warranty policy please visit the Customer Service Page inside your Calix Customer Center and look for the RMA and Warranty information module. For a list of the 3rd party equipment and applicable warranties, please contact your Calix account manager.

### Important Ordering Instructions:

Please include the Calix quote number (found in the upper right hand corner) on your PO. You may also provide an internal PO number to be used with your order. Orders received without an internal PO number will use the Calix quote number by default.

Include contact information (Name, Email & Tel) for the person who will receive the order acknowledgements and shipping notifications as well as the required billing and shipping addresses for your order.

Send Purchase Orders to Calix Order Management:

Email: [om@calix.com](mailto:om@calix.com)

Fax: 707-283-3771

You may check the status of your order at any time on our website. ([www.calix.com](http://www.calix.com), click Login)

Item # 16



# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**CityView Software Change Orders**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department Name:</b>                   | Planning and Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department Summary Recommendation:</b> | <p>The CityView software has been fully implemented and initially came in \$4,447 under budget. However, with the recent change in our building permit rate structure, we need to have the CityView software code changed to adapt to the revised rate structure. The proposed cost for this change is \$11,550 and is recommended for your approval.</p> <p>I am waiting on a second change order which will flag building permits that are issued in floodplain and historic areas as Planning &amp; Development staff need to be aware of this prior to issuing a certificate of occupancy. CityView is working on a change order that will alert city personnel of building permits that are issued in these two areas. I anticipate having this information by the meeting and will recommend approval of this change order.</p> <p>Some of the funding for these change orders will come from the mobile CityView module that was budgeted in FY 2017-18 that we will have to wait until next fiscal year to implement.</p> |
| <b>City Manager's Remarks:</b>            | If available by meeting time, this item will be recommended for City Council approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Financial/Budget Certification:</b>    | This is unbudgeted but will use the budgeted funds for the mobile app upgrade that will not be implemented in FY 2018.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



## Project Change Order

| CHANGE ORDER DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                  |                               |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------|
| <b>Request Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | January 4, 2018                                                                                                                                                                                                                                                                                                  | <b>Change #:</b>              | 2018-1           |
| <b>Client / Project:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Cartersville, GA                                                                                                                                                                                                                                                                                                 | <b>Valid Until:</b>           | February 4, 2018 |
| <b>Requestor:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Danny Black                                                                                                                                                                                                                                                                                                      | <b>Created By</b>             | Sue Leuchter     |
| <b>Description of the Requested Change</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                  |                               |                  |
| <p>The City of Cartersville have requested that CityView reconfigure the fee calculations to use the full ICC rate structure as outlined in the attached document (provided by Cartersville – Danny Black). This requires an extensive rework of the fees within CityView, currently implemented using 244 Work Items with an equal amount of calculations. This reconfiguration requires significant effort and testing.</p> <p>Delivery of these changes for testing and subsequent Go Live will require the new configuration to be merged into Cartersville’s Production CityView environment. Included in this quote are Environment Management services to cover the required merges and deliveries.</p> |                                                                                                                                                                                                                                                                                                                  |                               |                  |
| <b>Impact Assessment:</b> Estimated impact to budget, work effort and schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                  |                               |                  |
| <p>This quote covers:</p> <ol style="list-style-type: none"> <li>1. Reconfiguration of the required fees and associated work items</li> <li>2. Project Management</li> <li>3. Quality Assurance</li> <li>4. Environment Management</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                  |                               |                  |
| <b>Total Estimated Cost:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$11,550                                                                                                                                                                                                                                                                                                         | <b>Planned Delivery Date:</b> | Q1 2018          |
| <b>Payment Terms:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>50% invoiced on execution of change order and due net 30 days.<br/>           25% invoiced on delivery of configured solution to Cartersville for Validation (on CityView’s servers), due net 30 days.<br/>           25% invoiced on delivery to Cartersville’s Production environment, due net 30 days.</p> |                               |                  |
| CHANGE ORDER APPROVAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                  |                               |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>PRINT NAME</b>                                                                                                                                                                                                                                                                                                | <b>SIGNATURE</b>              | <b>DATE</b>      |
| <b>Client Contact:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                  |                               |                  |
| <b>CityView PM:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Sue Leuchter                                                                                                                                                                                                                                                                                                     |                               |                  |

**PROPRIETARY AND CONFIDENTIAL**





# City of Cartersville

**City Council Meeting**  
**3/1/2018 7:00:00 PM**  
**Pond & Company Change Order**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Department Summary Recommendation:</b> | <p>Pond &amp; Company, the architect and engineers on the new Gas Department facility to be located at 155 Old Mill Road is currently under contract in the amount of \$472,500 for design services plus \$75,000 for construction administration costs. Due to some extra time spent on the design services and some delays in the time to complete the project, Pond &amp; Company has submitted a change order for additional services in the amount of \$32,305.82.</p> <p>I have responded to Pond's request disagreeing on the amount they have requested. I anticipate the city and Pond reaching a resolution for additional services at a lower number prior to Thursday's meeting and request City Council's approval of change order #1 by Pond &amp; Company.</p> |
| <b>City Manager's Remarks:</b>            | City Council approval is recommended if we have a solid number by meeting time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Financial/Budget Certification:</b>    | This is budgeted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



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3500 Parkway Lane  
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Peachtree Corners, GA 30092

P 678.336.7740  
F 678.336.7744  
www.pondco.com

**February 5, 2018**

**Mr. Dan Porta | Assistant City Manager**

City of Cartersville  
1 North Erwin Street  
Cartersville, GA 30120

**Re: City of Cartersville Gas System – Add Service Proposal 1, Rev 1  
155 Old Mill Road, Cartersville, GA 30120**

Dear Mr. Dan Porta:

Pond thanks you for the opportunity to continue working with you on the Cartersville Gas System project. The project means a great deal to our firm and so does our relationship with the City of Cartersville.

### **BACKGROUND**

Pond entered into contract with the City of Cartersville for the Gas System design project on February 16, 2017, which the City Council approved on the same day.

Section 5 of the *“Request for Proposals for Architectural and Engineering Services for Gas Department & Other Facilities for the City of Cartersville,”* states that the design period would last no longer than 100 calendar days from the NTP. Pond received the NTP from the City of Cartersville in March 2017. The aforementioned RFP, Addendum 1, and Addendum 2 were the basis of POND’s design fee.

Pond submitted the Preliminary Design 30% Submittal to the City on May 18, 2017. Pond submitted the Pre-Final 80% Submittal to the City on October 16, 2017. Pond submitted the Pre-Final 100% Submittal to the City on December 14, 2017. Pond will submit the Final 100% submittal at the end of this month due to delay with the PEMB Final Reactions.

The original contract amount states that The Consultant (POND) *“shall be compensated a not to exceed amount of \$547,500 for total fee (\$472,500 for Design Phases plus \$75,000 for a portion of CA Phase).”* This add service proposal would amend

### **ADDITIONAL SERVICES SCOPE**

Please see the following add service items for your consideration:

1. Extended design time on behalf of the entire Pond design team, all disciplines included, throughout the design phases. Currently, the project has been ongoing for 326 calendar days,

from February 16, 2017, with an additional 23 days in January to reach approximate completion of the design phases.

2. On September 9, 2017, a VE Meeting was conducted at the Cartersville Council Chambers. Pond brought representatives from each discipline. Their additional effort included the meeting and travel. Pond's opinion is that VE Meetings may not have been part of the contract.
3. Redesign effort which included items such as redesign to the women's shower area and adding an oil water separator back into the project.

**ADDITIONAL SERVICES TOTAL: \$42,205.82**

### **CREDIT ITEMS**

1. Under Section 3, the contract stipulates that if an all PEMB system is employed on the project, that the design team (consultant) will renegotiate the fee with the City. The biggest savings, from a design standpoint, that a PEMB system would provide is a simpler system for the structural design team. At least two of the Gas System Buildings are not simple PEMB designs in our opinion, which has required more coordination with the metal building manufacturer. However, Pond will honor this line in the contract. We had \$42,000 budgeted for the structural design fee. In our opinion, we would like to **discount the structural fee by 20%**, which would be a **credit of -\$8,400.00**.

**CREDIT ITEMS TOTAL: -\$8,400.00**

### **ADD SERVICE 1 - CONTRACT MODIFICATION TOTAL: \$32,305.82**

*Note 1: \$42,205.82-\$8,400.00=\$33,805.82-\$1,500.00 (See Note 3) = \$32,305.82*

*Note 2: The total contract amount would be amended from \$547,500 to \$579,805.82 (\$504,805.82 for Design Phases plus \$75,000 for CA Phase).*

***Note 3: Discussion on January 31, 2018 between Dan Porta and Matthew Cash about delay due to repeated questions by Pond to the City. \$1500.00 equates to over 12 hours of redesign due to any possible repeated questions through the design process due to Pond.***

*Note 4: Add Service 1 excludes any add service amounts for the south facing headwall missed on the Bill Smith survey.*

If the City agrees with this add service proposal, please sign and date the proposal and return it to me at your earliest convenience. If you have questions or comment about the add service proposal, please contact me and I will be more than happy to discuss the items addressed in this proposal with you.

Very truly yours,



**POND**

Matthew Richard Cash  
Project Manager

(City of Cartersville)

Accepted by:

Title:

---

---

(City of Cartersville)

Printed name:

Date:

---

---



# City of Cartersville

**City Council Meeting**

**3/1/2018 7:00:00 PM**

**GATEway Grant Contract with Tidwell Lawn Care and Landscaping**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Department Name:</b>                   | Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department Summary Recommendation:</b> | <p>The City of Cartersville was a recipient of a Georgia Department of Transportation GATEway Grant that enables Public Works to plant some native trees and plantings near the I-75 and the SR 113 Interchange. This is a reimbursable grant from GDOT. Three local landscaping companies were solicited to provide the proposed plantings. The lowest bidder was Tidwell Lawn Care and Landscaping at a price of \$35,597.00.</p> <p>This is a \$49,998.20 reimbursable grant and funds will be reimbursed to the city once the plantings are completed. Public Works recommends approval of the contract with Tidwell Lawn Care and Landscaping. In addition, Public Works seeks to use any remaining funds to purchase plants/trees/sod to be planted within this corridor at our wholesale price.</p> |
| <b>City Manager's Remarks:</b>            | City Council approval of the bid to Tidwell Landscaping and use of remaining funds to purchase plants/trees/sod for the GATEway beautification is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Financial/Budget Certification:</b>    | This is an unbudgeted item and will be paid from a grant through GADOT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

[illegible]



# GATEway GRANT LANDSCAPING PLAN for SR 113 AND I-75 INTERCHANGE

| No. | Description           | ISSUE | Date     |
|-----|-----------------------|-------|----------|
| 1   | TREE LOCATIONS        |       | 11-10-15 |
| 2   |                       |       |          |
| 3   | PER GOOT REQUIREMENTS |       | 9-8-16   |
| 4   |                       |       |          |
| 5   |                       |       |          |
| 6   |                       |       |          |
| 7   |                       |       |          |
| 8   |                       |       |          |
| 9   |                       |       |          |
| 10  |                       |       |          |
| 11  |                       |       |          |
| 12  |                       |       |          |
| 13  |                       |       |          |

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|                  |                      |
|------------------|----------------------|
| Project Location |                      |
| Address          | STATE ROUTE 113      |
| City, State      | CARTERSVILLE, GA     |
| Land Lot         | 391, 392 AND 329     |
| District-Section | 4TH DIST., 3RD SECT. |
| County           | BARTOW               |

|                     |               |
|---------------------|---------------|
| Project No.         | GATEway GRANT |
| Drawn By:           | DWW           |
| Checked By:         | DWW           |
| Initial Issue Date: | 02-12-14      |

Sheet Title

**LANDSCAPE PLAN**

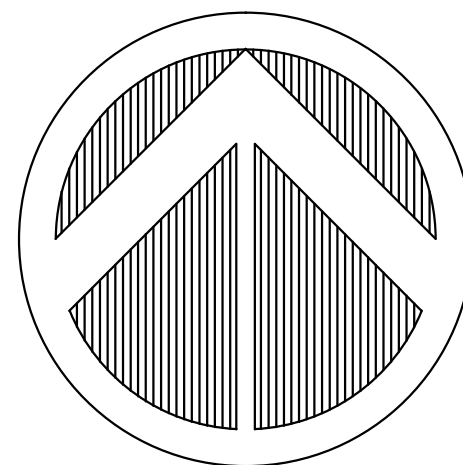
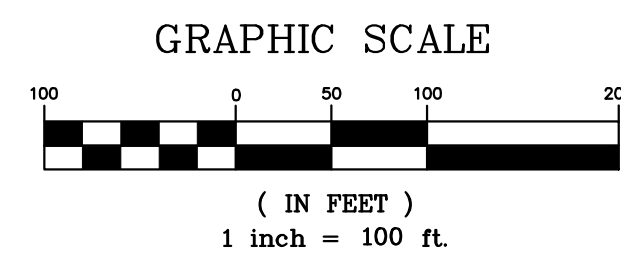
**ROADS AND**

**PLANTED AREAS**

Sheet Number **SHEET 3**

| Item Number | Quantity | Unit Price | Item Description                                                                   |
|-------------|----------|------------|------------------------------------------------------------------------------------|
| 700-9300    | 1,700    | 5.50       | SOD                                                                                |
| 702-0095    | 64       | 21.50      | BERBERIS THUMBERGII-CRIMSON PYGMY (CRIMSON PYGMY BARBERRY)                         |
| 702-0156    | 30       | 168.00     | CHAMAECYPARIS PISIFERA-FLUFIFERA/GOLD MOP (DWARF GOLDEN THREAD CYPRESS "GOLD MOP") |
| 702-0469    | 30       | 20.50      | ILEX VOMITORIA SCHILLINGS (SCHILLINGS HOLLY)                                       |
| 702-0540    | 20       | 245.00     | LAGERSTROEMIA NATCHEZ (NATCHEZ CRAPEMYRTLE)                                        |
| 702-1082    | 8        | 565.00     | ULMUS PARVIFOLIA- BOSQUE 4" CAL (BOSQUE ELM)                                       |
| 702-9005    | 12       | 0.85       | SPRING APPLICATION FERTILIZER                                                      |
| 702-9025    | 1,000    | 3.50       | LANDSCAPE MULCH                                                                    |
| 708-1000    | 250      | 22.50      | TOP SOIL                                                                           |
| 702-0030    | 23       | 195        | ACER RUBRUM (RED MAPLE)                                                            |
| 702-0049    | 14       | 250        | AMELANCHIER ARBOREA (DOWNY SERVICEBERRY)                                           |

Item # 19



# TIDWELL LAWN CARE & LANDSCAPING, LLC

PO Box 400 Cartersville, GA 30120

Phone: 770-382-1860 Fax: 770-382-8575

[tidwelllawncare@comcast.net](mailto:tidwelllawncare@comcast.net)

Parker Tidwell, Owner  
678-776-9018

Lee Tidwell, Owner  
678-776-8716

October 17, 2017

City of Cartersville  
SR 113/I-75 INTERCHANGE  
Attention: Keith Pruitt

| QUANTITY | UNIT    | UNIT PRICE | ITEM DESCRIPTION                                                                    | COST      |
|----------|---------|------------|-------------------------------------------------------------------------------------|-----------|
| 3        | PALLETS | 375.00     | SOD                                                                                 | 1125.00   |
| 64       | EA      | 28.00      | BERBERIS THUMBERGII-CRIMSON<br>PYGMY (CRIMSON PYGMY BARBERRY)                       | 1792.00   |
| 30       | EA      | 45.00      | CHAMAECYPARIS PISIFERA-FILIFERA<br>'GOLD MOP' (DWARF GOLDEN THREAD<br>CYPRESS) GOLD | 1350.00   |
| 30       | EA      | 45.00      | ILEX VOMITORIA SCHILLINGS<br>(SCHILLINGS HOLLY)                                     | 1350.00   |
| 20       | EA      | 195.00     | LAGERSTROEMIA NATCHEZ (NATCHEZ<br>CRAPE MYRTLE)                                     | 3900.00   |
| 8        | EA      | 1050.00    | ULMUS PARVIFLOLIA – BOSQUE 3 CAL<br>(BOSQUE ELM)                                    | 8400.00   |
| 23       | EA      | 250.00     | ACER RUBRUM (RED MAPLE)                                                             | 5700.00   |
| 14       | EA      | 170.00     | AMELANCHIER ARBOREA (DOWNY<br>SERVICEBERRY)                                         | 2380.00   |
| 12       | LB      | N/C        | FERTILIZER IS INCLUDED IN<br>INSTALLATION                                           | 0         |
| 7 MEN    | HOURLY  | 20.00      | 40 MAN HOURS                                                                        | 5600.00   |
| 40       | HOURLY  | 75.00      | BOB CAT                                                                             | 3000.00   |
|          |         |            |                                                                                     |           |
|          |         |            | TOTAL                                                                               | 34,597.00 |
|          |         |            |                                                                                     |           |

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# City of Cartersville

**City Council Meeting**

**3/1/2018 7:00:00 PM**

**Stormwater Management Program Consulting - Rindt-McDuff Associates**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department Name:</b>                   | Public Works                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Department Summary Recommendation:</b> | The City of Cartersville is required to update our current MS4 Stormwater Management Plan based on the City's new NPDES Stormwater Discharge Permit. This new plan must be completed by June 1, 2018. Public Works recommends approval of Rindt-McDuff Associates, Inc.'s Task Work Order to assist in preparing the City's new plan for a proposed \$6,950.00. This is a budgeted item. |
| <b>City Manager's Remarks:</b>            | The attached task order with Rindt-McDuff is recommended for City Council approval.                                                                                                                                                                                                                                                                                                      |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                          |



**Rindt-McDuff Associates, Inc.**  
Engineering and Environmental Consulting



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

---

**STORMWATER MANAGEMENT PROGRAM (SWMP) / 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 the Stormwater Management Plan in order to meet the conditions of the City’s new NPDES Stormwater Discharge Permit for Small Municipal Separate Storm Sewer Systems (MS4). It is our understanding that this revision is a permit requirement due by June 1, 2018.

**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 for our design 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 preparation of the SWMP. In order to achieve the above, Rindt-McDuff’s proposed scope of services for the work as it relates to revision of the SWMP is outlined as follows:

**TASK - NPDES MS4 Permit Review / SWMP Revision:**

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

- C. Development of New Best Management Practices (BMPs):** The new permit requires the development, implementation, and measurement of additional BMPs. RMA will develop the required BMPs for the six stormwater minimum control measures of the SWMP as well as establish: measurable goals, methods of documentation of activities performed, implementation schedule, and description of the office or position(s) responsible for implementing and coordinating each BMP.

### **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 **\$6,950.00**. Cost itemizations are shown below:

| <b>Permit Review</b> | <b>Comparison of Watershed Protection Plan Tasks</b> | <b>Development of New BMPs</b> | <b>Expenses</b> |
|----------------------|------------------------------------------------------|--------------------------------|-----------------|
| <b>\$ 1,860.00</b>   | <b>\$ 1720.00</b>                                    | <b>\$ 3,300.00</b>             | <b>\$ 70.00</b> |

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. For example, we can provide implementation of new BMPs, such as setting up and manning booths at community events, designing informational flyers/inserts to be sent to water customers, conducting school presentations, etc.; 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 –April 30, 2018
- B. Final Report Submittal – May 30, 2018

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

**STORMWATER MANAGEMENT PROGRAM 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

3/1/2018 7:00:00 PM

Engineering Analysis Task Order - Rindt McDuff Associates

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Engineering Services                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Department Name:</b>                   | Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department Summary Recommendation:</b> | The City of Cartersville Stormwater Department has noticed some severe erosion and lack of bank stabilization along a drainage ditch east of Erwin Street near Industrial Drive. The Stormwater Department recommends approval of Rindt-McDuff Associates, Inc.'s Task Work Order for preliminary engineering and analysis for remediation of this stormwater ditch. The proposed amount for this task order is \$5,970. This is a budgeted item. |
| <b>City Manager's Remarks:</b>            | City Council approval of this engineering task order is recommended.                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



**Rindt-McDuff Associates, Inc.**  
Engineering and Environmental Consulting



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

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**Bank Stabilization Alternatives Analysis**

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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 present alternative concepts for adequate bank stabilization approaches along the drainage ditch east of Erwin Street and south of Industrial Drive. The deliverable would be in the format of a report exploring the alternatives, with approximate cost estimates of each, along with our recommendation.

**SCOPE OF WORK**

This scope has been compiled from our discussions with you, our site visit, and our familiarity with similar projects with other clients. 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 for our use 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 extent of the project, as we understand, begins from the headwall and pipe outlet near the southeast corner of the Erwin Street / Thoroughbred Lane intersection and continues approximately 1,550 feet to the east where it would end near the CSX main line right of way.

**TASK – Bank Stabilization Alternatives Analysis:**

- A. Site Reconnaissance & Initial Data Evaluation:** RMA will conduct one thorough site visit for the purposes of obtaining channel geometry data, identifying specific problem areas, and used for other general investigative reasons. In addition to the trip, RMA will compile available topographic data, flow data, and any other pertinent GIS information the City may have to help progress the concepts.
- B. Preliminary Engineering:** This task will allow us to determine the flow characteristics of the drainage ditch by using the flow data provided by the City. Information such as flow depth,

velocity, and erosive scour projections will be used to determine what alternatives will be evaluated. At this time, we envision those alternatives to conceptually include the following:

- a. **“Do nothing” approach**
  - b. **Vegetative stabilization**
  - c. **Structural stabilization**
  - d. **Piping the drainage ditch**
- C. Alternatives Analysis Report:** After the alternatives have been selected appropriately for the drainage ditch, this task will allow RMA to prepare a summary report of our findings and will further explore each of the options listed above. Included with each option would be a high-level cost estimate to be used for selection, recommendation, and funding purposes to see what may be most beneficial and economically feasible.

### **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 **\$5,970.00**. Cost itemizations are shown below:

| <b>Task</b>                                   | <b>Estimated Expense</b> |
|-----------------------------------------------|--------------------------|
| Site Reconnaissance & Initial Data Evaluation | \$1,280                  |
| Preliminary Engineering                       | \$1,500                  |
| Alternatives Analysis Report                  | \$3,120                  |
| Expenses                                      | \$70                     |
| <b>Estimated Project Total</b>                | <b>\$5,970</b>           |

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. For example, we can continue with the preferred alternative from this deliverable and work with you on the preparation of the construction documents. There appear to be multiple utilities in the area that may also have a rehabilitation component as it relates to the bank stabilization process. 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:

- Detailed Hydraulic & Hydrologic Analysis
- Detailed Design and Construction Documents
- Field Survey
- Permitting
- Public Meetings
- CSX coordination

## **SCHEDULE**

The project tasks will begin immediately upon our notice to proceed.

## **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

## **STORMWATER MANAGEMENT PROGRAM 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