



# 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)

## **COUNCILPERSONS:**

Matt Santini – Mayor  
Dianne Tate – Mayor Pro Tem  
Kari Hodge  
Lindsey McDaniel, Jr.  
Lori Pruitt  
Jayce Stepp  
Louis Tonsmeire, Sr.

## **AGENDA**

Council Chamber, Third Floor of City Hall– 7:00  
PM – 2/5/2015  
**Work Session – 6:00 P.M.**

## **CITY MANAGER:**

Sam Grove

## **CITY ATTORNEY:**

David Archer

## **CITY CLERK:**

Connie Keeling

### **I. Opening of Meeting**

- Invocation
- Pledge of Allegiance
- Roll Call

### **II. Regular Agenda**

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

1. January 22, 2015 (Pages 1-7)

[Attachments](#)

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#### **B. Resolutions**

1. Time Change for Civic Youth Day April 2, 2015 (Pages 8-9)

[Attachments](#)

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#### **C. Appointments**

1. DDA Board (Page 10)

[Attachments](#)

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#### **D. Contracts/Agreements**

1. Main Street MOU with Department of Community Affairs (Pages 11-17)

[Attachments](#)

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#### **E. Bid Award/Purchases**

1. Installation of Guard Rail on N. Erwin Street (Pages 18-20)

[Attachments](#)

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2. Email Archive (Pages 21-23)

[Attachments](#)

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3. Fiber Relocation Services (Pages 24)

[Attachments](#)

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4. Self Contained Breathing Apparatus Bottles (Pages 25-27)

[Attachments](#)

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**F. Change Order**

1. Center Road 24-inch Gravity Sewer – Final Change Order (Pages 28-29)

[Attachments](#)

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**G. Easements**

1. Easement Acquisition for Hwy. 20 Road Project (Page 30-34)

[Attachments](#)

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**H. Discussion**

1. RFP - Architect-Engineering-Design Services Park Facilities Improvements (Pages 35-51)

[Attachments](#)

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**I. Other**

1. Visioning Retreat Summary (Pages 52-59)

[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**  
**2/5/2015 7:00:00 PM**  
**January 22, 2015**

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|-------------------------------------------|--------------------------------------------------------|
| <b>SubCategory:</b>                       | Council Meeting Minutes                                |
| <b>Department Name:</b>                   | Clerk                                                  |
| <b>Department Summary Recommendation:</b> | Attached are the minutes for your review and approval. |
| <b>City Manager's Remarks:</b>            | Your approval of these minutes is recommended.         |
| <b>Financial/Budget Certification:</b>    |                                                        |
| <b>Legal:</b>                             |                                                        |
| <b>Associated Information:</b>            |                                                        |

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City Council Meeting  
 10 N. Public Square  
 January 22, 2015  
 6:00 P.M. – Work Session 7:00 P.M.

## **I. Opening Meeting**

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Stepp

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel, Council Member Ward Four; Dianne Tate, Council Member Ward Five; Lori Pruitt, Council Member Ward Six; Sam Grove, City Manager; Catheryn Hembree, Deputy City Clerk and Keith Lovell, Assistant City Attorney. Connie Keeling, City Clerk; and David Archer, City Attorney was absent.

## **II. Regular Agenda**

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

#### **1. January 8, 2015**

A motion to approve the January 8, 2015 City Council Meeting Minutes as presented was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

### **B. Resolutions**

#### **1. Ante Litem Notice**

Keith Lovell, Assistant City Attorney, stated that an Ante Litem Notice regarding an alleged claim at Terminus Wake Park against the City relating to injuries from a wake boarding accident on or about July 14, 2014 was received by the City from Morgan & Morgan Attorneys at Law. Mr. Lovell recommends the City denies the claim due to it being for the wrong City.

Mayor Santini opened the floor for questions and comments. With no further comments Mayor Santini requested a motion.

A motion to approve Resolution No. 01-15 was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

### **Resolution No. 01-15**

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

**WHEREAS, on or about January 13, 2015, the City of Cartersville received an Ante Litem Notice from Morgan & Morgan Attorneys at Law concerning Melissa Moore's alleged claim against the City relating to injuries resulting from a wakeboarding accident at Terminus Wake Park on or about July 14, 2014.**

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

**ADOPTED this the 22 day of January, 2015.**

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

**ATTEST:**

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

**2. Annual Update Adoption of CIE in accordance with the impact fee requirement**

Randy Mannino, Planning and Development Director, stated that the City adopted Impact Fees in the last quarter of 2006 and would start in January 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, the City is required to file an annual update of the Capital Improvements Element of the Comprehensive Plan. The City held the required public hearing for the updated information on November 6, 2014 and the Council approved a resolution allowing the item to be transmitted to the NW Georgia Regional Commission and the Department of Community Affairs for their review and approval. The Regional Commission and the Department of Community Affairs have approved the document and now the City is required to formally adopt it. Staff recommends approval of this resolution.

Mayor Santini opened the floor for a public hearing. With no further comments Mayor Santini closed the public hearing.

A motion to approve Resolution No. 02-15 was made by Council Member Hodge and seconded by Council Louis. Motion carried unanimously. Vote 6-0

**Resolution No. 02-15  
ADOPTION RESOLUTION**

## **Capital Improvements Element**

**WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and**

**WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element; and**

**WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 6, 2014 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and**

**BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herein as Exhibit “A” as per the requirements of the Development Impact Fee Compliance Requirements.**

**ADOPTED this the 22 day of January, 2015.**

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

**ATTEST:**

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

**C. Other**

**1. Urban Redevelopment Plan Update**

Richard Osborne, City Planner, stated that this is an update for the Council for the community development activities related to the Urban Redevelopment Plan. Mr. Osborne and County grant writers have been working on the North Town CDBG housing improvements project. This grant was first approved by the Department of Community Affairs in 2011, and targets improvements for low to moderate income owner-occupied North Towne houses. Improvements include repairs to roofs, windows, and doors. Work is nearly complete on the first two houses. Four more houses are proposed to be improved this year. This item requires no action from Council. After some discussion, Mr. Osborne mentioned that on April 25, 2015 the City will be hosting the Ray Southern Memorial Cleanup in ATCO.

## **D. Contracts/Agreements**

### **1. Lease Agreement for City Buildings on Cherokee Avenue**

Dan Porta, Assistant City Manager, stated that lease agreement rates for property located at 324 and 326 Cherokee Avenue has been modified from the current lease agreement and as required by the State statute the rental was publicly advertised. The property is being used by the Montessori School. The City received one proposal back from Independent Spirit LLC, which is the existing tenant. The bidder does agree to the terms of the agreement. Staff recommends approval for the lease agreement with Independent Spirit LLC for the rental of the two City properties.

A motion to approve Lease Agreement was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

## **E. Bid Award/Purchases**

### **1. Everbridge – Mass Communication System**

Rebecca Bohlander, Communications and Public Relations Manager, stated that previously the City has been using Blackboard Connect for their mass communication system. After some changes to Blackboard Connect and some recent customer service concerns, the City looking into other mass communication companies. The City recommends we change to Everbridge due to an increase in technology, customer service, and reduction in cost. The 2015 Blackboard invoice was for \$14,486 and the invoice for Everbridge is for \$6,825. This is a price reduction of 52%. The county also uses Everbridge and we can share data is needed in an emergency situation, if both parties agree.

A motion to approve the use of Everbridge after final legal approval from the City Attorney's Office and to terminate relations with Blackboard was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously Vote 6-0

### **2. Utility Vehicles for the Police Department**

Frank McCann, Assistant Police Chief, stated that he sent bids out with a specification sheet for two sports utility vehicles to 15 different businesses in the area. The Request for Bids was also placed on the City's website. Four bids were received by the December 31, 2014 deadline. The only company that met the majority of specifications was Robert Loehr Dodge in Cartersville. These new vehicles will be replacing aging vehicles in the fleet. These vehicles will be purchased with federal asset forfeiture funds at no cost to the tax payer. Chief McCann recommends the approval of the 2015 Dodge Durangos for \$61,812.22 from Robert Loehr Dodge. The vehicles will arrive fully equipped except for police equipment which will add up to \$8,000. The total with installation will not exceed \$69,812.00. The E-Verify and E-Save documents are submitted and on file.

A motion to approve the purchase of two vehicles for the Police Department was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

### **3. 24" Water Main Locate for DOT Temporary Bridge Design**

Bob Jones, Superintendent of Water & Sewer, stated that in order to complete the bridge improvements on the Hwy 411/41 DOT project, a temporary bridge will need to be constructed to the north of the existing bridge that crosses over Pettit Creek. The temporary bridge will be constructed over the existing 24" water main by driving vertical piles on both sides of the main. In order to construct the bridge and protect the line, multiple exact location points are needed. Bids were taken from three local contractors; C&L Contractors, Kirkpatrick and Sons, and T.J. Lyle & Company. C&L Contractors was the low bidder based on unit rates. A total of 16 hours was spent on the initial line locations and three additional points of excavation to verify and mark the centerline of the pipe for DOT engineers. The lowest rate came to be \$5,020.00.

A motion to approve the 24" Water Main Locate for DOT Temporary Bridge Design was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

## **F. Added Items**

Mayor Santini stated that there we three items that needed to be added to the agenda. A motion to add the items was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

### **1. Memorandum of Understanding**

Keith Lovell, Assistant City Attorney, stated that a new Electric Department customer is requesting a Memorandum of Understanding explaining the City's Electrical Service to give to their board and to authorize approval. Mr. Lovell states that this is not a contract and recommends approval by Council.

A motion to approve the Memorandum of Understanding was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

### **2. Confidentiality Agreement with Transco**

Gary Riggs, Superintendent of Gas, stated that Transco is requesting a confidentiality agreement before plans are given to the City for a new transfer station. Mr. Riggs recommends the Council approve this item.

A motion to approve the Confidentiality Agreement was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

### **3. Change Order**

Tommy Culpepper, Police Chief, stated that the purchase price of an approved purchased order has changed. Council had previously approved the purchase of one vehicle for DEA at the cost of \$32,750.00. The production cycle has ended before the order was submitted. The cost of one model year newer is an increase of \$700.91. The cost is paid for through asset forfeiture. Chief Culpepper recommends approval.

A motion to approve the Change Order was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

Tommy Culpepper, Police Chief, stated that due to the same issue the City had to go up one model year on new vehicles that would be added to the fleet. The increase is \$4,647, bringing the total to \$241,470. The cost is paid for through asset forfeiture.

A motion to approve the Change Order was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

### **G. Monthly Financial Statement**

#### **1. November 2014**

Tom Rhinehart, Finance Director, presented the November 2014 monthly financial statement with comparisons from the previous year of November 2013 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through November 2014. No action is needed by Council.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 6-0

### **Meeting Adjourned**

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

ATTEST:

/s/ \_\_\_\_\_  
Catheryn Hembree  
Deputy City Clerk



# City of Cartersville

**City Council Meeting**  
**2/5/2015 7:00:00 PM**  
**Time Change for Civic Youth Day April 2, 2015**

|                                           |                                                                                                                                                                                                          |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Resolutions                                                                                                                                                                                              |
| <b>Department Name:</b>                   | City Manager                                                                                                                                                                                             |
| <b>Department Summary Recommendation:</b> | This is an annual occurrence allowing the City Council to accommodate Civic Youth Day. This year Civic Youth Day is scheduled for April 2, 2015 so the time of the meeting is changed from 7 PM to 9 AM. |
| <b>City Manager's Remarks:</b>            | Your approval of this time change is recommended.                                                                                                                                                        |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                          |
| <b>Legal:</b>                             |                                                                                                                                                                                                          |
| <b>Associated Information:</b>            |                                                                                                                                                                                                          |

**Resolution No.**

**WHEREAS, The Mayor and City Council has determined that it is in the best interest of the City of Cartersville and it's inhabitants and their general health, safety and welfare to reschedule the below referenced meeting of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and**

**THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 2nd day of April, 2015 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 2nd day of April, 2015 at 9 AM.**

**NOW BE IT AND IT IS HEREBY RESOLVED.**

**ADOPTED this February 5, 2015**

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

**ATTEST:**

/s/ \_\_\_\_\_  
**Connie Keeling**  
**City Clerk**



# City of Cartersville

**City Council Meeting**  
**2/5/2015 7:00:00 PM**  
**DDA Board**

|                                           |                                                                                                                                                                                                             |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Appointments                                                                                                                                                                                                |
| <b>Department Name:</b>                   | DDA                                                                                                                                                                                                         |
| <b>Department Summary Recommendation:</b> | The Cartersville Downtown Development Authority Board of Directors respectfully requests the reappointments of Nancy Jackson, DDA Authority Chair, and Lara Jeanneret. These new terms will expire 2/18/19. |
| <b>City Manager's Remarks:</b>            | Your approval of these reappointments is recommended.                                                                                                                                                       |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                             |
| <b>Legal:</b>                             |                                                                                                                                                                                                             |
| <b>Associated Information:</b>            |                                                                                                                                                                                                             |



# City of Cartersville

**City Council Meeting**

**2/5/2015 7:00:00 PM**

**Main Street MOU with Department of Community Affairs**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Department Name:</b>                   | DDA                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department Summary Recommendation:</b> | Cartersville has been a member of the Georgia Main Street Program since 1987. To remain in good standing of that program, both the DDA board and the city must sign a yearly Memorandum of Understanding with the Georgia Department of Community Affairs. The term of the agreement is for 2015, with an ending date of December 31, 2015. DDA requests your approval of the 2015 MOU with the DCA. |
| <b>City Manager's Remarks:</b>            | Your approval of this agreement is recommended.                                                                                                                                                                                                                                                                                                                                                      |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                      |

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

# 2015 Georgia Classic Main Streets Memorandum Of Understanding

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MOU

1/1/2015

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and returned including original signatures to the Georgia Department of Community Affairs, c/o Billy Pepper, 60 Executive Park South, NE, Atlanta, Georgia 30329 by FEBRUARY 16, 2015.



**National Main Street  
Center**  
a subsidiary of the  
National Trust for Historic Preservation

## GEORGIA CLASSIC MAIN STREETS PROGRAM

### MEMORANDUM OF UNDERSTANDING

#### 2015 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of \_\_\_\_\_, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2015. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

#### ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
  - A. A copy of these boundaries should be on file with DCA at all times.
  - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
  - A. The downtown manager must have a job description that identifies at least half of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should be on file with DCA at all times.
  - B. The downtown manager should be paid a salary consistent with those of other community and economic development professionals within the region. The program manager's salary should be paid in excess of minimum wage.
  - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
  - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
  - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
  - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
  - C. The local Main Street program must have funding sufficient to provide for travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
  - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
    - i. Business license data
    - ii. Building permit data
    - iii. Property tax data
    - iv. Geographic Information Systems data (mapping support when available)

- B. Review reported data submitted by the downtown manager to assure accuracy.
- 6. Use the "Main Street" name in accordance with the National Main Street Policy on the Use of the Name Main Street (attached as Exhibit A).
- 7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes when possible.

## ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

- 1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street 4 Point Approach™ to downtown revitalization: Organization, Design, Promotion and Economic Restructuring.
  - A. The work plan should include specific tasks, committee assignments or a point of contact for the task, related budget needs, and a timeline.
  - B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2015).
  - C. A copy of the work plan should be on file and updated with DCA monthly as part of the monthly reporting process.
- 2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
  - A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
  - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
  - C. The Board should actively engage the community for financial and in-kind support of the local program.
- 3. Conduct at least one board training, orientation or planning retreat per year for the local program.
- 4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
- 5. Attend training when possible to become better informed about the Main Street approach and trends for downtown revitalization and to support the downtown manager.
- 6. Assure the financial solvency and effectiveness of the Local Main Street Program.
  - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
  - B. Maintain current membership of the Local Main Street Program to the National Main Street Center and the Georgia Downtown Association to be eligible for accreditation.
  - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

## ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

- 1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
  - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30<sup>th</sup> of the following month. (Example: March report due by April 30<sup>th</sup>). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
  - B. Participate in occasional surveys by DCA related to Main Street Programming.
  - C. Provide documentation of all meetings, work plans, budgets, job descriptions, mission and vision statements for the organization.
  - D. Provide documentation to support the work of the organization as it relates to the Main Street 4 Point Approach™, including information related to historic preservation as required by the National Main Street Center.
  - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
- 2. Participate in training to broaden the impact of the local Main Street Program.
  - A. Attend at least 1 Regional Managers meeting and 1 Statewide Managers meeting in 2015.
  - B. At least one representative from the local program community must attend the 2015 National Main Streets Conference in Atlanta (March 30-April 1, 2015).
  - C. Provide a minimum of 8 hours of volunteer services towards the 2015 National Main Streets Conference in Atlanta. These hours should be split as 4 hours of pre-conference support on a committee or conference assignment and 4 hours of support during the execution of the conference March 28-April 2, 2015.
  - D. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.

- E. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, workshops, etc.)  
*\*A current list of training opportunities through DCA can be obtained at any time from the agency.*
- 3. Respond to requests by DCA in a timely manner.
- 4. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
- 5. All newly hired managers must complete Main Street 101 training with DCA within the first 12 months of employment in the local community.
- 6. Provide regular updates between the local Main Street Program and the Community.
  - A. Managers are encouraged to provide at least quarterly reports to the local government.
  - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
- 7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. Include relevant photos, art work, and press clippings when possible. Ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

#### ARTICLE 4: DCA AGREES TO—

- 1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
- 2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
  - A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
  - B. DCA will partner with the National Main Streets Center to coordinate and execute the 2015 National Main Streets Conference in Atlanta March 28-April 2, 2015.
  - C. DCA will offer Regional Managers Meetings statewide. DCA will execute one meeting during the year in each of the 12 service delivery regions of the state as well as 3 statewide meetings in 2015.
  - D. DCA will offer technical assistance training throughout the year related to the Main Street 4 Point Approach™, either directly instructed by DCA staff or through a partner agency.
- 3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
  - A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
  - B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
  - C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
- 4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
  - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
  - B. DCA may assist in training local staff or volunteers in the reporting process.
  - C. DCA will provide unlimited telephone consultations with local programs.
  - D. DCA will attempt to provide on-site assistance as feasible.
- 5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
- 6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
- 7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
- 8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
- 9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

## ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2015.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street Designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up Program process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2015 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

**GEORGIA CLASSIC MAIN STREET PROGRAM****MEMORANDUM OF UNDERSTANDING: 2015 Program Year**

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): \_\_\_\_\_

\_\_\_\_\_  
Mayor/Chief Elected Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Term Expires

**MAIN STREET BOARD OF DIRECTORS**

\_\_\_\_\_  
President/Board Chairperson's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Term Expires

**DOWNTOWN MANAGER**

\_\_\_\_\_  
Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Hired

☐ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
OFFICE OF DOWNTOWN DEVELOPMENT  
GEORGIA CLASSIC MAIN STREET PROGRAM

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Date

Billy Peppers,  
Director, Office of Downtown Development  
Georgia Department of Community Affairs  
60 Executive Park South, NE  
Atlanta, Georgia 30329

Phone: 404-679-3101  
Email: billy.peppers@dca.ga.gov



# City of Cartersville

**City Council Meeting**  
**2/5/2015 7:00:00 PM**  
**Installation of Guard Rail on N. Erwin Street**

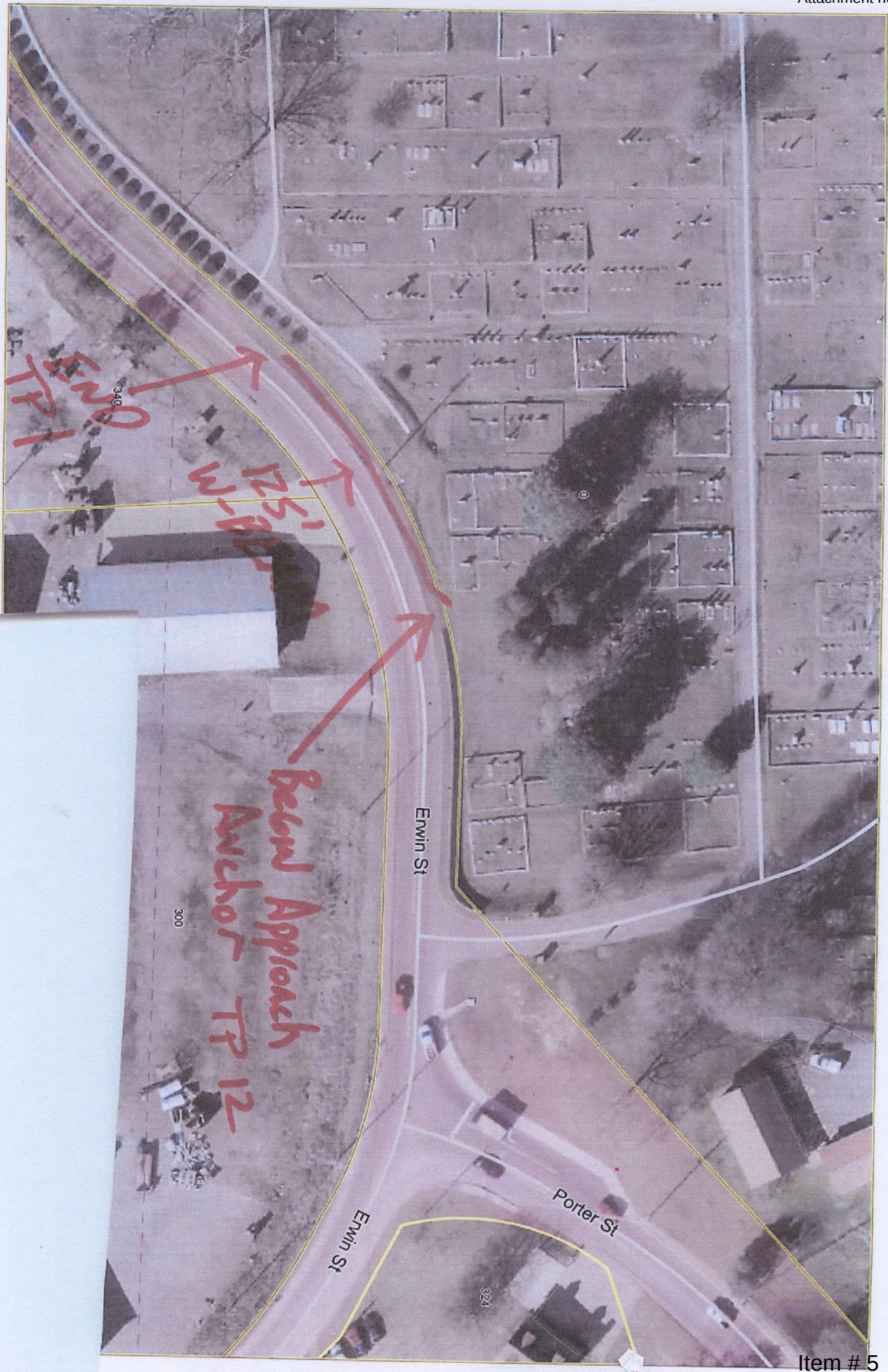
|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Department Name:</b>                   | Electric                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Department Summary Recommendation:</b> | Within the last five years we have had a pole broken twice by a driver running off the road and striking our pole on N Erwin Street just north of Porter Street. The pole location is in the curve just north of Porter Street at the cemetery. Both accidents have caused lengthy power outages as well as inconveniences to a significant amount of customers. Even though we are able to recoup our expenses from the drivers insurance company we still have a lengthy process to replace the poles and can't undo the inconveniences suffered by our customers. Tommy Sanders has been consulted and agrees that the installation of a guard rail in this area will keep this problem from reoccurring. The Electric Department is recommending that we accept the low bid of \$7,996.75 from Martin-Robbins Fence Company. Martin-Robbins is an approved DOT contractor. |
| <b>City Manager's Remarks:</b>            | Your approval of this item is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Financial/Budget Certification:</b>    | This project will be paid out of the budgeted account for Maintenance of Overhead Electric Mains.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

Bid Summary Sheet to Install Guardrail across from 330 North Erwin Street.

Martin Robbins Fence Co., Inc with a bid amount of \$7,996.75

Wilcat Striping & Sealing Co with a bid amount of \$10,186.00

Sheets Construction Company choose not to bid because they are accepting only GDOT projects.





# City of Cartersville

City Council Meeting  
2/5/2015 7:00:00 PM  
Email Archive

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Department Name:</b>                   | Fiber Department                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Department Summary Recommendation:</b> | Fibercom Department is requesting the purchase of a new Email Archive appliance to replace the current email archive. The current archiver is 7 years old and discontinued. There are no more updates for the current archive appliance. We are recommending the Barracuda Archiver 610 for \$22,347 including the first year of support. Funds are available in the Fiber Department capital budget and I recommend approval of this purchase. |
| <b>City Manager's Remarks:</b>            | Your approval of this purchase is recommended                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Financial/Budget Certification:</b>    | This is not a budgeted item. However, some capital items are being purchased under their estimated cost, and as a result, there should be enough in the capital items budget to cover this item.                                                                                                                                                                                                                                                |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Associated Information:</b>            | Everify is attached.                                                                                                                                                                                                                                                                                                                                                                                                                            |

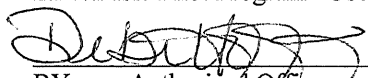
**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

112493

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer or Agent  
(Contractor Name)

01-30-2015

Date

Barracuda Networks

Contractor/Entity Name

VP Human Resources

Title of Authorized Officer or Agent of Contractor

3175 S. Winchester Blvd Campbell CA 95008

Contractor Address

Debra Hoffman

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

See Attached  
CA Jurat with  
Affiant Statement

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).





# City of Cartersville

**City Council Meeting**  
**2/5/2015 7:00:00 PM**  
**Fiber Relocation Service**

|                                           |                                                                                                                                                                                                                                                              |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                          |
| <b>Department Name:</b>                   | Fiber Department                                                                                                                                                                                                                                             |
| <b>Department Summary Recommendation:</b> | Due to the road construction work being done on Highway 20, the Fiber Department needs to hire Parker Systems, LLC to relocate city fiber. The cost to relocate 3,600 feet of aerial and underground fiber is \$8,700 and I recommend approval of this work. |
| <b>City Manager's Remarks:</b>            | Your approval of this item is recommended.                                                                                                                                                                                                                   |
| <b>Financial/Budget Certification:</b>    | This is not a budgeted item, but there are funds in the fiber fund to cover this expense.                                                                                                                                                                    |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                              |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                              |



# City of Cartersville

**City Council Meeting**  
**2/5/2015 7:00:00 PM**  
**Self Contained Breathing Apparatus Bottles**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Department Name:</b>                   | Fire                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Department Summary Recommendation:</b> | <p>Within the approved operation Fire Department budget there is a line item for replacement of Self Contained Breathing Apparatus (SCBA) air bottles. It was discovered during FY 2013-14 that all of the Fire Department's inventory of bottles will have to be pulled from service by FY-17-18 due to the age of the bottles. According to 49 CFR – 107.109, administered by the US Department of Transportation, it states:” A cylinder under this special permit is not authorized for use 15 years after the date of manufacture. After 15 years of service, the cylinder must be rendered incapable of holding pressure”. There is a total of 71 bottles that are affected by these circumstances. This is a two year replacement project that will affect FY 2014-15 and FY 2015-16. There are only two vendors who can supply these required bottles. All air bottles removed from service will eventually be attempted to be sold as surplus scrap. We respectfully request approval of the low bid: MES / Municipal Emergency Services, Inc. for 30 bottles at \$885.00 each for a total of \$26,550.00. This is \$450 below our budgeted amount.</p> |
| <b>City Manager's Remarks:</b>            | Your approval of this purchase is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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

(770) 441-3473

(800) 472-2152

(770) 441-0489 (fax)

CARTERSVILLE FIRE DEPT  
ATTN: MARK BAGLEY

JANUARY 28, 2015

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

| <u>QTY</u> | <u>PART #</u> | <u>DESCRIPTION</u>                                           | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|---------------|--------------------------------------------------------------|-------------------|--------------------|
| 30         | 804722-01     | SCOTT CARBON CYLINDER<br>4500 PSI, 45 MINUTE<br>15 YEAR LIFE | \$900.00          | \$27,000.00        |

TERMS: NET 30 DAYS  
FOB: DESTINATION

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

**MES - Carolinas**  
**6701-C Northpark Blvd**  
**Charlotte, NC 28216**

Telephone.....: (704) 599-4601  
 Fax.....: (704) 599-4605



**Ship To:**  
 CARTERSVILLE FIRE DEPT  
 195 CASSVILLE RD.  
 CARTERSVILLE, GA 30120

Contact: MARK BAGLEY  
 Phone: 404-391-4098

**Bill To:**  
 CARTERSVILLE FIRE DEPT  
 P.O. BOX 1390  
 19 N. ERWIN STREET  
 CARTERSVILLE, GA 30120

## Quotation

Number.....: QT\_00318242-1  
 Date.....: 1/23/2015  
 Page.....: 1 of 1  
 Sales order.....:  
 Requisition.....:  
 Your ref.....:  
 Our ref.....: CSangster  
 Quotation deadline.....: 2/21/2015  
 Payment.....: Net 30  
 Sales Rep.....: CSangster  
 Terms of delivery.....: Supplier Pays Freight

| Item number | Description                                     | Size | Color | Quantity | Unit | Unit price | Amount    |
|-------------|-------------------------------------------------|------|-------|----------|------|------------|-----------|
| 804722-01   | CYL&VLV<br>ASSY,CARB,45MIN,4500                 |      |       | 30.00    | EA   | 885.00     | 26,550.00 |
| 804722-35   | CYL & VALV ASSY, 30YR,<br>CGA, 45 MIN, 4500 PSI |      |       | 30.00    | EA   | 1,135.00   | 34,050.00 |

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 re-calculated at the time of shipment to ensure they take into account the most current local tax information.

|               |                |      |           |               |
|---------------|----------------|------|-----------|---------------|
| Sales balance | Total discount | S&H  | Sales tax | Total         |
| 60,600.00     | 0.00           | 0.00 | 0.00      | 60,600.00 USD |

Item # 8

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.



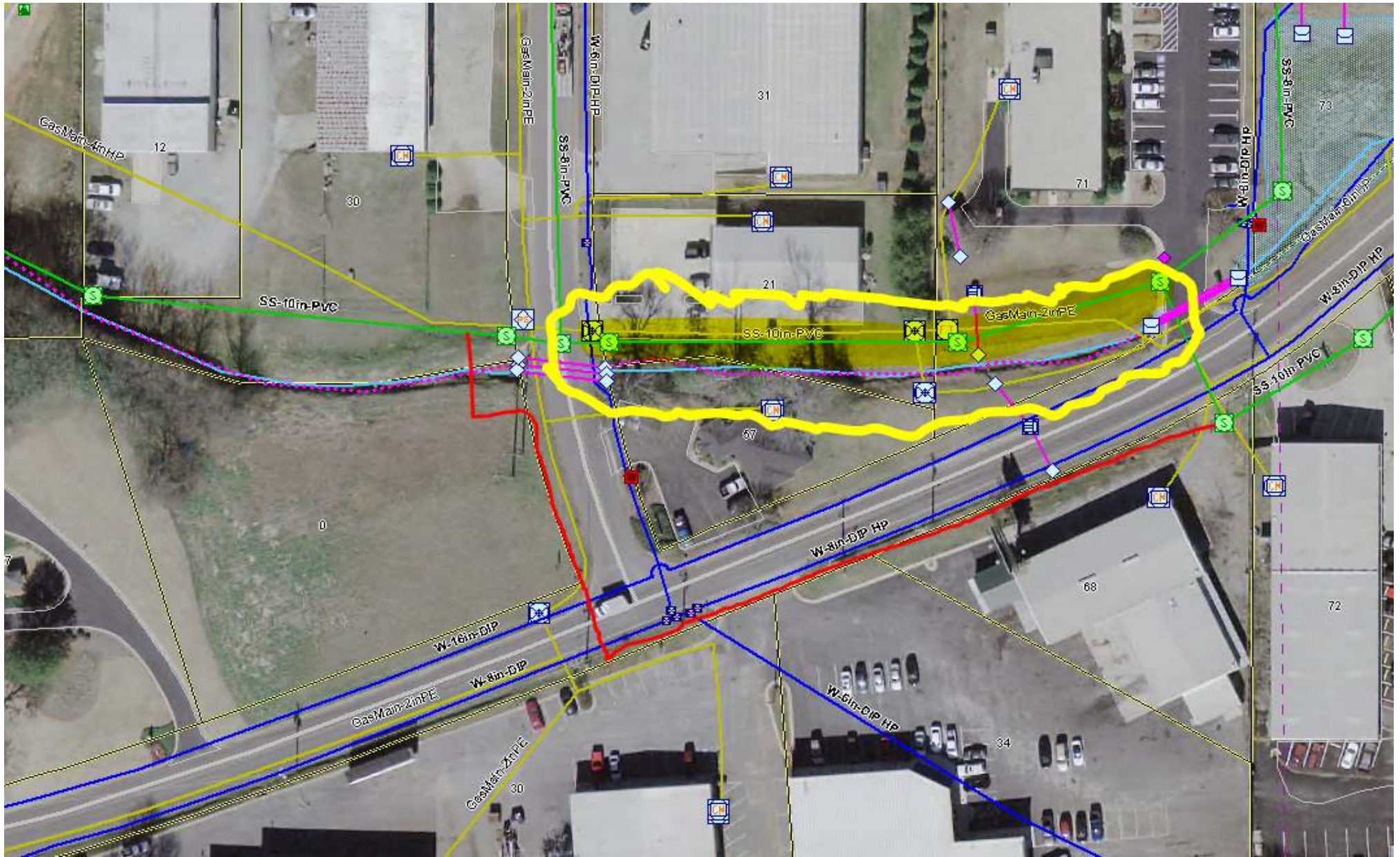
# City of Cartersville

City Council Meeting

2/5/2015 7:00:00 PM

## Center Road 24-inch Gravity Sewer – Final Change Order

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Change Order                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department Summary Recommendation:</b> | <p>Phase I of the Center Road 24-inch Gravity Sewer Project is complete. As originally scoped, the project was not phased and included approximately 2,200 feet of 24-inch pipe replacement. Due to field conditions, regulatory changes and a desire to construct the line in such a manner to promote ease of future maintenance, approximately 1,200 feet of pipe is being omitted from the current contract.</p> <p>It is our intention to redesign approximately 500 feet of the omitted 1,200 feet and finish the project in “Phase II”. At issue is a 500 foot section (photo attached- yellow cloud/highlighted) along the stream bank that parallels Center Road. This narrow area is very congested with state waters, building foundations, gas lines and stormwater facilities. We feel that “wedging” this line in this area would not be in our best interest given that a viable alternative route exists. The red line is the current proposed reroute path. This path is much less congested and will be less expensive to construct and easier to maintain in the future.</p> <p>The result of omitting the 1,200 feet of pipe is a reduction to the original contract in the amount of \$251,643.87. This change will result in a Phase I construction cost of \$166,611.74.</p> <p>This project is funded with Sewer Capacity Fees and is a budgeted expense for FY14_15.</p> |
| <b>City Manager's Remarks:</b>            | Your approval of this item is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Financial/Budget Certification:</b>    | This project is funded with Sewer Capacity Fees and is a budgeted expense for FY14_15.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



Aerial Photo: Intersection of Center Road and Wansley Drive

Item # 9



# City of Cartersville

**City Council Meeting**  
**2/5/2015 7:00:00 PM**  
**Easement Acquisition for Hwy. 20 Road Project**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Easements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department Summary Recommendation:</b> | <p>The relocation of our existing 24-inch and 36-inch water mains along HWY 41 in support of DOT road improvements in that area began on 1/5/2015. Because of changes in design by DOT and other utilities, additional utility easement will be required.</p> <p>Specifically, a total of three (3) separate easements which total 10,419 square feet are required from Edsel and Phillip Dean along HWY 41 (plat attached). This easement is critical for the placement of the new 24-inch water main. An appraisal was completed on January 19, 2015 by Lamar Pinson which places a fair market value of \$5.00/square foot on the property (report summary attached). As is customary, a utility easement is valued at 50% of fair market value which would bring the total value of all three easements to \$26,100.</p> <p>The Deans accepted and executed an "Offer of Compensation for Easement Acquisition" (see attached) in the amount of \$26,100.</p> <p>This is a budgeted Item to be paid from account 505.3320.54.1535 – "HWY 41/411 Water Main Relocation"</p> |
| <b>City Manager's Remarks:</b>            | Your approval of this item is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Financial/Budget Certification:</b>    | This is a budgeted Item to be paid from account 505.3320.54.1535 – "HWY 41/411 Water Main Relocation"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

# W. Lamar Pinson, Inc.

---

P. O. Box 1566  
201 Stonewall Street, Suite A  
Cartersville, GA 30120

January 20, 2015

Cartersville Water Department  
Attn: Ed Mullinax, Assistant Director  
148 Walnut Grove Road  
P. O. Box 1390  
Cartersville, GA 30120

RE: Appraisal of Water Line Easements  
Dean Property  
1150 Joe Frank Harris Parkway  
Cartersville, Bartow County, GA 30120

Dear Mr. Mullinax:

Pursuant to your request, I have completed an appraisal of the easements needed by Bartow County Water Department as detailed in the accompanying report. The attached report details the information gathered, analyzed and correlated into an estimate of the current market value of the three easement areas needed from the subject property.

I have inspected the subject property and have given consideration to factors and forces that influence value at the subject location. All data and information assembled in this report are from sources believed to be reliable.

I certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower, or any other party to the transaction.

The effective date of this appraisal is January 19, 2015, the date of inspection. As a result of the investigation and findings, it is concluded that the three easements needed for the proposed water line extension warrant a value of :

*Twenty-six Thousand, One Hundred Dollars*  
*(\$26,100)*

The opinions expressed in this summary letter can only be completely understood by reading the narrative report, exhibits, and other data that are attached.

Yours very truly,



W. Lamar Pinson, IFAS

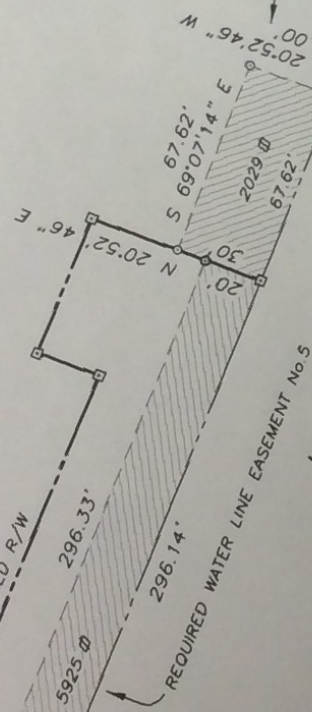
## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

|                                          |                                                                                                                                             |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Property:                                | Dean Property<br>1150 Joe Frank Harris Parkway<br>Cartersville, Bartow County, Georgia<br>Tax Parcel No. 0071H-0003-004                     |
| Client/Intended User:                    | Cartersville Water Department                                                                                                               |
| Owner:                                   | Edsel W. Dean and Phillip C. Dean                                                                                                           |
| Purpose of Appraisal:                    | To logically conclude the Value of three easements needed for the installation and maintenance of a water line through the subject property |
| Land Size:                               | 8.31 acres.                                                                                                                                 |
| Improvements:                            | 1,184 SF Brick Veneer Dwelling                                                                                                              |
| Highest and Best Use:                    | "If Vacant" - Commercial<br>"As Improved" - Commercial                                                                                      |
| Zoning:                                  | C-1, General Business District (Bartow County)                                                                                              |
| Dates of Inspection of Subject Property: | January 19, 2015                                                                                                                            |
| Effective Date of Appraisal:             | January 19, 2015                                                                                                                            |
| Date of Report:                          | January 20, 2015                                                                                                                            |
| Easements To Be Acquired:                |                                                                                                                                             |
| Easement No. 1:                          | 2,465 SF                                                                                                                                    |
| Easement No. 2:                          | 2,029 SF                                                                                                                                    |
| Easement No. 5:                          | 5,925 SF                                                                                                                                    |
| Value of Easements To Be Acquired:       |                                                                                                                                             |
| Easement No. 1:                          | \$ 6,163                                                                                                                                    |
| Easement No. 2:                          | \$ 5,073                                                                                                                                    |
| Easement No. 3:                          | <u>\$14,813</u>                                                                                                                             |
| Total Value of Easements:                | \$26,048                                                                                                                                    |
| Rounded To:                              | \$26,100                                                                                                                                    |

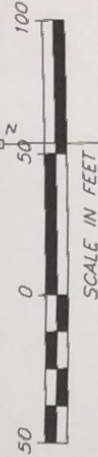
|                                                                                 |
|---------------------------------------------------------------------------------|
| <i>Conclusion Of Value Of<br/>Easements To Be Acquired      -      \$26,100</i> |
|---------------------------------------------------------------------------------|

| LINE TABLE |               |       |  |
|------------|---------------|-------|--|
| L 1        | S 03°58'33" W | 8.27' |  |
| L 2        | S 19°17'33" W | 9.32' |  |

~ EDESEL W. DEAN & PHILLIP C. DEAN ~



CSX RAILROAD 100' R/W



WATERLINE EASEMENT SURVEY FOR:

# **Cartersville Water System**

THROUGH THE PROPERTY OF:

EDSEL W. DEAN & PHILLIP C. DEAN

LOCATED IN L.L. 93

4th DIST., 3rd SECT.,  
BARTOW COUNTY, GA.  
CITY OF CARTERSVILLE

OCCA 15-6-67 APPROVAL IS NOT REQUIRED TO RECORD THIS SURVEY

|            |             |
|------------|-------------|
| DATE       | : 12-15-13  |
| SCALE      | : 1"=50'    |
| DRAWN BY   | : DTB       |
| CHECKED BY | : 013/41411 |
|            | : 01-08-15  |

**DANIEL BAKER, PC**  
**SURVEYORS/ENGINEERS**

Post Office Box 2047  
CARTERSVILLE, GEORGIA 30120  
(770) 382-5969

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER; LINEAR PRECISION OF TRAVERSE: 1/10,000+; ANGULAR PRECISION: 05" ±. THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/35,448. MATTERS OF TITLE ARE EXCEPTED.

**OFFER OF COMPENSATION FOR EASEMENT ACQUISITION**

Property Owner: Edsel W. Dean and Phillip C. Dean Mail to:  
Bartow County Tax  
Parcel Number 0071H-0003-004  
Address Cartersville, GA 30120

Total Area of Permanent Easement Required: 10,419 sq. ft.

**Proposed Compensation**

Property Appraisal: \$2.51 /sq. ft. Other appraisals\*

Total Proposed Compensation: \$26,100.00

**Notes:**

\* Other appraisal values from other easements obtained on adjacent street.

**Compensation Offered By:**

Edmund L. Mullinax Date: 1/23/2015  
Edmund L. Mullinax

Offer Accepted By: Date: 1-26-2015

Edsel W. Dean  
Edsel W. Dean

Phillip C. Dean  
Phillip C. Dean



# City of Cartersville

City Council Meeting

2/5/2015 7:00:00 PM

## RFP - Architect-Engineering-Design Services Park Facilities Improvements

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Discussion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department Name:</b>                   | Parks and Recreation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Department Summary Recommendation:</b> | <p>With the passage of the Parks and Recreation Facilities Improvement Bond, the attached RFP starts the process of choosing a team for the architect-engineering-design of the ten buildings that are scheduled to be addressed in our park improvements. Park staff and administration has met with citizens committee (Citizens for Cartersville Parks and Recreation) for the purpose of explaining the process of implementing our facility improvement projects and to emphasize that we still seek/need the committee's input during this entire process.</p> <p>The RFP has been edited and reviewed by city staff and has been sent to city attorney for review.</p> <p>I recommend release of RFP and the start of this very important process of improving the recreational experience for our park patrons.</p> |
| <b>City Manager's Remarks:</b>            | This doesn't require Council approval. It is a discussion item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

REQUEST FOR PROPOSALS  
ARCHITECTURAL-ENGINEERING-DESIGN SERVICES  
FOR CITY OF CARTERSVILLE  
PARKS AND RECREATION FACILITIES

January 2015

Proposal # 15-001



## **1 INTRODUCTION**

The City of Cartersville is seeking proposals from qualified firms that are interested in providing architectural, engineering, and design services for parks and recreation buildings. This Request for Proposals ("RFP") describes the required scope of services, consultant selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This RFP is for ONE agreement to cover all the work described in these documents, the RFP, and Exhibits A and B.

## **2 PROJECT BACKGROUND AND DESCRIPTION**

The citizens of Cartersville approved a bond for "Parks and Recreation Facility Improvement". The improvements cover several buildings/areas in various parks. This RFP project is to produce a full set of architectural and engineering drawings, specifications, and necessary contract documents in order to let to construction or renovation for the buildings described in the Scope of Services.

## **3 GENERAL INFORMATION**

The City of Cartersville is requesting proposals, which shall include as a minimum the tasks outlined in the RFP.

The City intends to award the architectural and engineering services as a single Services Agreement (Exhibit "A" contains a draft agreement that is subject to revision).

All work shall comply with the requirements of federal, state, and local laws; professional engineering standards, and other regulations that may apply. All buildings/areas shall meet the Americans with Disabilities Act.

## **4 SCOPE OF WORK**

The proposed scope of services includes but is not limited to:

**4.1 Project Description:** The City of Cartersville is planning to construct and or renovate the following facilities to include Architectural, Civil, Mechanical, Electrical, Plumbing, Structural, Landscape Architecture and Construction Administration.

1. Dellinger Park Concession #1- Demolition of existing building. New building will include concession area, electrical room, restrooms, and storage on lower level. Upper level to be used for storage, football press box, etc.
2. Dellinger Park Concession #2 – Demolition of existing building. New building will include concession area, electrical room, restrooms, and storage on one level.
3. Dellinger Park Shelter Restrooms - Demolition of existing building. New building will include additional restrooms, electrical room and storage.

4. Dellinger Park Tennis Office and Restrooms – Demolition of existing building. New building will include tennis office, restrooms, electrical room and storage, with 1 or 2 levels.
5. Dellinger Park Main Office – New building in more convenient location will include lobby/registration area, conference room, storage room(s), 6-offices, restrooms, kitchen area, copier room.
6. Sam Smith Park, Senior Aquatic Center Women’s Restroom Expansion – Expansion will include additional restrooms, changing areas, and showers.
7. Aubrey St. Pool Restrooms w/Showers/Changing, Admission/Concession – Demolition of existing building. New building will include restrooms, showers, changing area, electrical, admission/concession room and storage.
8. Hicks Park Concession & Restrooms – New or renovated building for concessions, restrooms, electrical, storage on lower level. Upper level to include meeting and storage.
9. Cartersville Sports Complex Concession & Restrooms – New or renovated building for concessions, restrooms, electrical, storage on lower level. Upper level to include meeting room and restroom.
10. Goodyear Clubhouse - Renovation to include additional restrooms, interior and exterior upgrades.

**4.2 Scope of Services:** The Scope of Services shall be comprehensive including programming, schematic design, design development, construction documents, bidding and negotiations, and construction administration. Selected firm will coordinate meeting(s) with Park staff, city administration and citizens committee to gain insight for park needs prior to and during the design process.

**4.3 Site Design:** Services shall include all aspects of site design including but not limited to:

1. Stormwater/Floodplain management
2. Erosion, sediment, and pollution control
3. Utility relocation coordination
4. Landscape Design

**4.4 Building Design:** The City intends to use a Project Manager to handle most Contract Administration issues with this contract to be issued at a later date. With this in mind, Building Design Services shall include all aspects of building design including but not limited to:

1. Signed and sealed Architectural and Engineering drawings and specifications for all aspects of the construction, including but not limited to, the HVAC system, lighting and electrical system, plumbing and structural system. All system specifications shall be based on engineering calculations so as to properly size the systems for the building involved. All drawings and specifications shall be in sufficient detail to obtain fixed construction bids and apply for permits.
2. Attend pre-construction meeting(s) and construction meetings as needed to help coordinate and answer questions from Project Manager or sub-contractors.

3. Exterior and interior materials and finishes are anticipated as low-maintenance and high-durability, with minimal cost. Anticipated finishes include rock, split-face CMU or equal, cement fiber paneling/siding, with clad or high quality windows, hollow metal or fiberglass doors, non-wood or Cement fiber exterior trim elements.
4. Anticipated interior finishes and systems include CMU painted walls, gypsum board, etc., throughout. VCT flooring, ceramic or finished concrete, acoustical lay-in ceilings with fluorescent lighting.
5. Design shall meet all building code standard and if necessary, include all fire suppression systems required for facility to meet NFPA standards.
6. Structures shall be concrete slab on grade, concrete block walls with brick veneer, steel roof joists and metal deck.
7. Provide a Lump Sum Fee for Design Services.
8. Provide Hourly Fees for Services not specifically shown in the Scope.

## 5 PROJECT SCHEDULE

The proposed project schedule is as follows:

|                                  |                            |
|----------------------------------|----------------------------|
| RFP Issued                       | February 6, 2015           |
| <b>Mandatory</b> Pre-RFP meeting | February 16, 2015 @ 2:00pm |
| Dellinger Park Office            |                            |
| 100 Pine Grove Rd.               |                            |
| Cartersville GA 30120            |                            |
| Proposals Due: 2:00 P.M.         | March 4, 2015              |

## 6 ELEMENTS OF PROPOSAL

Please include the following in your proposal:

1. Cover letter.
2. Project approach, expanding or revising the scope of services provided herein if necessary. Any deviations from the scope herein shall be clearly designated in the proposal. Include and describe all sub-consultant services you believe are necessary.
3. Project team description (with resumes at the back of the proposal), emphasizing experience and capabilities of key personnel.
4. Description of the project team's past record of performance on projects for which your firm has provided services. Also include a minimum of five client references that may be contacted by the City including the projects your firm has completed for these clients.

5. Provide a schedule of fees for each phase of the pre-construction and construction activities provided by consultant.
6. Projected Company workload for service period and ability to perform work for this project given the schedule listed above.
7. Company proximity to and familiarity with the area where the projects are located.
8. Listing of any pending or settled lawsuits or professional liability claims in which the firm was involved during the past ten (10) years.
9. Additional information the respondent believes to be relevant to the selection efforts.

## **7 SELECTION PROCESS**

Selection of the architectural, engineering and design consultant will be based on the proposal contents, prior experience of the firm, and specific experience and capabilities of the designated firm's project manager and support staff. The firm, and in particular the project manager, must be fully capable in all areas outlined under the scope of work above. Key personnel shall have the professional license(s) issued by the State of Georgia as required for these services. Based upon this information, City staff will recommend a firm to the Mayor and City Council for award of contract. The selected firm must be able to begin work immediately upon award of contract, must attend and/or make proposals to staff, administration and citizens group, and must be able to maintain the required level of effort to meet the park facilities renovation schedule.

The evaluation criteria listed in the City of Cartersville Proposal Evaluation Form (Exhibit "B") will be used to evaluate each consultant.

## **8 PRE-SUBMITTAL ACTIVITIES**

### **8.1 Questions Concerning Request for Proposals**

Questions on RFP should be presented in writing prior to February 12, @ 5:00pm

Greg Anderson, Director of Parks and Recreation

Dellinger Park; 100 Pine Grove Rd.

P.O. Box 1390

Cartersville, Georgia 30120

Office: 770-607-6173

Fax: 770-387-5624

[ganderson@cityofcartersville.org](mailto:ganderson@cityofcartersville.org)

### **8.2 Revision to the Request for Proposals**

The City reserves the right to revise the RFP prior to the date the Proposals are due. Addendums to the RFP shall be available at <http://www.cityofcartersville.org/bids.aspx> and will email to contact list generated at **MANDATORY** Pre-RFP meeting Tuesday February 16, 2015; 2:00pm at Dellinger Park Office; 100 Pine Grove Road; Cartersville GA 30120. The City reserves the right to extend the date by which the Proposals are due.

## PROPOSAL SUBMITTAL

**Responses to this RFP are due back no later than March 4, 2015 at 2:00 PM at the office of the Parks and Recreation Director.** Please provide eight (8) copies of the proposal document.

(If sent by courier):            Cartersville Parks and Recreation  
                                          Dellinger Park  
                                          100 Pine Grove Road  
                                          Cartersville, Georgia 30120  
                                          Attn: Greg Anderson, Director of Parks and Recreation

(If sent by regular mail):        Cartersville Parks and Recreation  
                                          P.O. Box 1390  
                                          Cartersville, Georgia 30120  
                                          Attn: Greg Anderson, Director of Parks and Recreation

## 9 SPECIAL CONDITIONS

### 9.1 Reservations

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP or to procure or contract for work.

### 9.2 Public Records

All Proposals submitted in response to this RFP become the property of the City and are public records and as such may be subject to public review.

### 9.3 Right to Cancel

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, the City will notify all the Proposers in writing.

### 9.4 Additional Information

The City reserves the right to request additional information and/or clarifications from any or all Proposers.

### 9.5 Public Information

Release of Public Information selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Proposers desiring to release information to the public must receive prior written approval from the City.

### 9.6 Professional Services Agreement

The selected consultant will be required to sign the attached Professional Services Agreement (Exhibit A) and to provide the Insurance Certificates and all other required documentation within 10

calendar days of notice of award.

#### 9.7 Insurance Requirements

The minimum insurance requirements are \$1 million (\$2 million aggregate) for comprehensive general liability insurance, \$1 million for workers compensation, \$1 million for comprehensive automobile liability insurance and \$1 million for professional liability insurance. The City requires contractors, consultants and vendors doing business with it to obtain Errors and Omissions insurance as shown in the Professional Services Agreement.

#### 9.8 Equal Employment Opportunity and Affirmative Action Requirements

The Proposers shall provide a Statement of Equal Employment Opportunity/Affirmative Action. The Consultant and each subcontractor shall not discriminate in the employment of persons on the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or sex of such persons except as permitted by Georgia law. The Consultant is expected to maintain policies similar to those of the City regarding equal employment opportunities and affirmative action as set forth in the City's Administrative Policies.

**EXHIBIT "A"**  
**CITY OF CARTERSVILLE**  
**AGREEMENT FOR PROFESSIONAL SERVICES: LUMP**  
**SUM**  
**PARK & RECREATION FACILITIES**

WHEREAS, the City of Cartersville, Georgia, a municipal corporation organized and existing pursuant to the laws of the State of Georgia hereinafter referred to as the "City", is desirous of obtaining professional services in connection with the above referenced projects; and WHEREAS, (Consultant Name), (Consultant Location), hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Georgia and being duly authorized to do business in the State of Georgia; and

WHEREAS, the Consultant is desirous of performing the professional services for the City in connection with **Parks and Recreation Facilities**.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**SECTION 1 - GENERAL**

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

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

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

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

**E. PROGRESS REPORTS:** The Consultant shall furnish the City with monthly progress reports

which shall indicate the percentage of work completed, together with a description of the work in progress under this Agreement. The Consultant shall also, upon request of the Parks & Recreation Director, furnish the necessary documentation to verify the reported progress.

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

**G. OWNERSHIP OF DOCUMENTS:** Consultant agrees that the City shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Agreement ("the Design Documents"). Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests. Consultant warrants to the City that the Design Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant. Upon completion or termination of this Agreement, Consultant will immediately turn over to City all Design Documents not previously delivered to City.

To the extent any of Consultant's rights in the Design Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City's right in and to the Design Documents.

The City agrees not to re-use the design specifications developed and provided by the Consultant for this project in the construction of another project without the prior approval of the Consultant, except that the City may re-use such design specifications without the prior approval of the Consultant, as long as the City shall indemnify the Consultant against any claim for negligent design relating to its re-use of said design specifications.

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

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

**J. CHANGES IN SCOPE OF SERVICES:**

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

Extra work will usually be of limited extent and may consist of, but is not necessarily limited to:

- a. The introduction of new items of work beyond the stated or implied scope of the Agreement.
- b. Redesign and/or detailing based on change of concept after prior approval and authorization to proceed and causing appreciable loss of work accomplished. This item consists of work required to revise plans and/or documents to the state of completion obtained prior to the order for change. At the option of the City, payment for extra work may be made on a fixed price; a cost plus a fixed fee; time and materials; or other mutually-agreed basis. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra

work, the Consultant shall promptly notify the City in writing of that fact. In the event the City determines that such work does constitute extra work, the City shall provide extra compensation to the Consultant as provided for above. No extra work shall be performed by the Consultant without receiving a written agreement from the City in advance.

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

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

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

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

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

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

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

1. All work done as part of this Agreement which is subject to current Federal, State, or Local Laws, Regulations and/or Codes shall comply with such applicable Laws, Regulations and/or Codes.
2. All design and survey work under this Agreement shall be performed under the direction and control of an engineer, surveyor, or architect licensed in Georgia. Engineering, architectural, and land surveying documents, including plans, specifications, and reports, shall be sealed by an engineer, surveyor, or architect licensed in Georgia.

**P. ATTORNEYS' FEES:** In the event the City is required to enforce the provisions of this Agreement due to a dispute between the Consultant and the City or to collect damages for the breach of this Agreement and if the dispute results in the filing of a legal action and/or demand for arbitration, mediation, or other form of alternative dispute resolution, or if the City is required to protect or defend itself, and the City prevails in whole or in part, the City shall be entitled to reasonable attorney's fees, costs and expenses, including but not limited to out-of-pocket expenses, expert witness fees and costs,

depositions, and other expenses of the proceedings, including expenses of collection of any judgments or awards rendered there under.

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

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

1. Invoice and billings for service.
2. City adopted Design Standards and specifications.
3. The Engineering Department standard format for reports, plans, and/or specifications includes:
  - a. Plan Sheets: 11"x 17" preferred and 24"x36" maximum size in AutoCad digital format.
  - b. Reports and/or specifications: 8.5"x11" in Microsoft Word digital format.
  - c. Other formats only upon special approval of the Parks & Recreation Director.
4. Plan-review process including site-plan and review by City Departments at Tuesday Construction Meeting.

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

## **SECTION 2 - SCOPE OF SERVICES**

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

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

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

**SECTION 3 - COMPENSATION:** The Consultant shall be compensated by the City as follows:

**A. LUMP SUM:** Compensation to the Consultant for all services under this Agreement shall be a Lump Sum plus reimbursable costs as determined appropriate and acceptable by the Parks & Recreation Director.

**B. TERMINATION:** In the event of termination under Section 1.I of this Agreement, compensation to the Consultant shall be as follows:

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

**C. DEFINITIONS:** The following definitions shall be used:

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

architects, surveyors, designers, technicians, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. Reimbursable expenses mean the direct non-salary expenses incurred by the Consultant which are directly attributable and properly allocable to the project. Such costs are not included in the overhead expense pool and may include: travel and subsistence, reproductions, computer charges, materials and supplies.

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

**SECTION 5 – PRIMARY CONTACTS FOR THIS AGREEMENT:** The Parks & Recreation Director has been designated as the primary contact person for the City of Cartersville. Please address any correspondence directly to Greg Anderson, City of Cartersville, P.O. Box 1390, Cartersville, GA, 30120. The primary contact person for (Consultant Name), shall be (Consultant Contact person and contact info)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, in triplicate, as of this ( ) day of ( ), 2015.

**CITY OF CARTERSVILLE**

**(Consultant Name)**

\_\_\_\_\_  
Mayor, Matt Santini

\_\_\_\_\_  
(Consultant Contact)

Attest:

\_\_\_\_\_  
Connie Keeling, City Clerk

Form Approved:

\_\_\_\_\_  
Keith Lovell, Assistant City Attorney

**ATTACHMENT 1**  
**CITY STANDARD PROFESSIONAL SERVICES**  
**INSURANCE & INDEMNIFICATION REQUIREMENTS**

**1. GENERAL**

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

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

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

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

1. Worker's Compensation Insurance in accordance with the laws of the State of Georgia and in an amount of not less than One Million Dollars (\$1,000,000) per each accident; One Million Dollars (\$1,000,000) per Disease-Policy Limit; One Million Dollars (\$1,000,000) per Disease-per Employee, aggregate.
2. Commercial General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and/or property damage, with a Two Million Dollar (\$2,000,000) aggregate.
3. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
4. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000) per occurrence.
5. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to purchase and maintain the same types of insurance as are required of the Consultant.
6. "Umbrella" or "Excess" coverage cannot be used to reach limits stated in (2) and/or (3).

**2. INDEMNIFICATION REQUIREMENTS**

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

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

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

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

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

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

### **3. WAIVER OF SUBROGATION**

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

**EXHIBIT “B”  
CITY OF CARTERSVILLE PROPOSAL  
EVALUATION CRITERIA**

The City will evaluate proposals, using the criteria and relative importance factors listed below to determine which proposal best meets the City’s requirements.

**a) 30% Design Methodology**

- Design Methodology Statement
- identification of decision milestones in the planning process
- employment of a Design Methodology that ensures that the vision and needs of the Parks and Recreation Department are achieved

**b) 30% Economics**

- affordable capital cost
- affordable operating cost
- demonstrated ability to complete projects within specified completion dates and budget
- provision of a proposed schedule for completion of the project
- identification of any potential cost savings associated with the design and construction of the parks and recreation in this economic climate

**c) 40% Project Experience**

- experience with similar designs for Parks and Recreation building projects
- client references
- key staff resumes
- firm’s organizational structure and corporate history
- current workload of the firm
- location of design team





# City of Cartersville

**City Council Meeting  
2/5/2015 7:00:00 PM  
Visioning Retreat Summary**

|                                           |                                                                                                                                                               |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Other                                                                                                                                                         |
| <b>Department Name:</b>                   | Administration                                                                                                                                                |
| <b>Department Summary Recommendation:</b> | Attached is the recap from the facilitator, Chrissy Marlowe, of the Council Visioning Retreat.                                                                |
| <b>City Manager's Remarks:</b>            | While technically Council approval isn't required on this, I'd like to know that there is collective agreement on these items as we move forward in the 2015. |
| <b>Financial/Budget Certification:</b>    | NA                                                                                                                                                            |
| <b>Legal:</b>                             | NA                                                                                                                                                            |
| <b>Associated Information:</b>            |                                                                                                                                                               |

# Cartersville 2015 Visioning Retreat

*“When you look at a city, it’s like reading the hopes, aspirations and pride of everyone who built it.”*

~ Hugh Newell Jacobsen

## Mayor and Council Visions

- Strong identity and marketing
- Social growth
- Positive growth for all areas
- Vigorous, growing city in which to live, learn, play, work
- City inviting and welcoming to all—diversity and acceptance
- Destination city
- Implementation of recreation bond projects
- Walkability, greenspace, recreation as well-rounding element and draw to community
- All areas of city livable, walkable, desirable
- Engaged youth
- Better than better

## Needs to Achieve Visions:

- Transportation
- Economic development
- Research
- Recruitment
- New businesses
- College
- Neighborhood revitalization (home ownership and rental properties)
- Increased revenue and sources thereof
- Clarity consensus
- Funding
- Communication with and between committees
- Lake Point preparation
- Tourism focus
- Team work
- Creativity
- Trust
- Experience
- Leadership
- Recreation as economic development
- Preserved tree canopy
- Identify land for recreation opportunities
- Uniting vision for recreation
- Engaged youth
- Public housing redevelopment
- Building relationships in community
- Fill a niche in region
- Quiet zone

## Cartersville 2015 Visioning Retreat

### Success / Results

- Vibrant downtown
- Hotels downtown
- Young professionals moving and living in town
- Restaurants
- Social events
- In-town neighborhood revitalization
- White collar jobs
- Shared vision
- Employee retention
- Increased tourism and visitors
- Citizen buy-in
- Iconic buildings
- Community pride
- City branding
- Social intersections
- Diversity
- Leadership development in youth community
- Schools as draw

# Cartersville 2015 Visioning Retreat

## Focus for Upcoming Year

### Strategies for Fire Station, Police Department and Civic Center

- Preserve old fire station without major output of city resources.
- Explore partnerships, lease opportunities, TADs
- Put out RFP for proposals for police station and civic center properties to entice hotel development downtown, possibly including Gymnastics program building with civic center parcel
- Include demolition of Lowry building in the next budget

### Council's Downtown Strategy

- To revitalize areas, encourage growth, lower-income housing using city-owned property as leverage,
- Newnan village/stonewall street
- Will need space for courts in future
- Retain revenue stream/ownership of buildings
- DDA master plan is mainly a wish list; DDA needs direction from council-understand funding process, mechanism, possibly training from Keith
- Water main replacement is also needed downtown
- Explore implementing a Quiet Zone downtown—take field trip to Vining's
- Balance between historic preservation and new construction and development

### Park Bond Project List:

- Mayor, Jayce and committee will review project list to polish.
- Design RFP is important piece of design process-must be a collaborative effort and discussion with architect
- RFP is waiting council's approval—Sam will get a copy to Council

## Cartersville 2015 Visioning Retreat

- Need park buildings that other communities wish they had in their community
- Citizens' group had good response to project list
- Do not want to rush implementation—want to make good, sustainable decisions
- \$125,000 specifically for architect fees

### Explore Dog Park and Pocket Park Opportunities

- Explore grants, funding, revolving loan funds with stakeholders and find champion;
- Encourage donations of small parcels of land for pocket parks
- Pocket parks especially in north and east areas of city
- Ward 1 needs revitalization first before a park
- Pocket parks are inexpensive, easy way to make impact

### Economic Development

- In lieu of a city-specific economic development position, strike a better balance by communicating city needs, expectations, accountability with economic development entities (JDA, School, CVB). Mayor will talk to Ellen at CVB; Regina at Tourism/Visitor's center and JDA.
- Better marketing of city for businesses and tourism
- DDA has piece, but can the city money specifically towards marketing
- Take proposals for police station and civic center parcels (and crown inn property) in order to lure hotel downtown and discuss with Ellen, CVB

### Explore More Comprehensive Approach to Neighborhood and Public Housing Redevelopment

- Explore funds, grant opportunities, mechanisms, public-private partnerships, TAD's
- Explore potential role of housing authority: talk to city's housing authority board member(s)

## Cartersville 2015 Visioning Retreat

- Urban Redevelopment Areas will be initial focus as there are more funding opportunities there; also potential to expand URA boundaries

### City Budget

- Add menu of budget items to aid discussion of potential fee and millage rate increases as way to determine future funding of water and other infrastructure needs, employee cost of living increases

### Board of Zoning Appeals and Variance Board appointments and process

- Judy will get a list of all the board appointees to Council
- Council will work at better communication at appointment time

### Pawn Shop Ordinance

- Discussion of ordinance to require city pawn shops to install and use computer software to collect data on stolen items
- Another option is to shift licensing of pawn shops to magistrate office
- Put on council agenda as discussion item.

### Revenue Stream/Employee Retention

- Concern about employees paying more for health insurance and cost of living increases
- Regular salary increases should be included in budget menu items
- More about adjustments than new revenue streams
- Each department has made multiple money-saving cuts in past five years, but needed to document and begin conversation with citizens about any potential increases.
- Must also consider replacing the transfers from utility departments

## Cartersville 2015 Visioning Retreat

### Human Trafficking

- Explore possible ordinance as deterrent to human trafficking, indentured servitude
- Keith will research
- Code enforcement provides greater opportunity for access

### Utility-based Infrastructure Funding / Road and Bridge Maintenance

- No funding mechanism for maintenance of existing road and bridge infrastructure
- Cost is approximately one million/year in maintenance
- Consider as SPLOST 2020 project
- Need to budget replacement of old infrastructure and new capital improvements too, including replacing of 100-year old pipes, TMDL base water plant upgrade and maintenance of water plant original infrastructure
- This year's budget will include funds to plan and model to prepare for detailed replacements in following year

### Highland I-75 North Industrial Park / Carter Grove

- Fire protection currently is 9.5 minutes at best (optimal is 4 minutes)—need to plan to increase protection capability
- BIG has maximized water flow with code exceptions designed for rural area, not urban; causes more problems for future development
- Ability to get water from A-B to park is an issue due to need for balancing water quality and water amount.
- Will need to be tighter on construction requirements of future developments

### City Use of County Jail

- Common practice for cities to pay for jail use and housing of city inmates
- Keith will get contracts of other cities in county to compare rates.

## Cartersville 2015 Visioning Retreat

### 2020 SPLOST Potential Projects

- Douthitt Ferry Rd
- Water
- Quiet Zone
- Airport runway/bridge/protection zone
- PBX switch (phone)
- Road and bridge maintenance funding

### Silver Comet Trail Connectivity

- Paulding County wants to connect to the trail in their proposed park and trail plan—will shorten length of city's connectivity at that juncture

### Managing Film Crews

- Keith will research ordinances in order to get notification, time frame, possible permit fees, and coordinate within city to manage film crews

### Utility Cut-offs

- Keith will develop solution to customers using doctor notices to avoid cut-off of utilities