



City of Cartersville

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

COUNCILPERSONS:

Matt Santini – Mayor
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 – 5/1/2014
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. April 17, 2013 (Pages 1-12)

[Attachments](#)

B. Commendation/Recognition

1. Teachers of the Year (Pages 13-17)

[Attachments](#)

C. Presentations

1. National Historic Preservation Month: Proclamation and Awards (Pages 18-21)

[Attachments](#)

D. Second Reading of Ordinances

1. Ordinance Revision Adult Entertainment (Pages 22-26)

[Attachments](#)

2. Wine Specialty Shops (Pages 27-31)

[Attachments](#)

E. Public Hearing

1. Cartersville Business Improvement District (B.I.D.) Budget Amendment (Pages 32-42)

[Attachments](#)

F. Contracts/Agreements

1. City of Kingston Franchise Agreement (Pages 43-49)

[Attachments](#)

2. GA DOT Agreement (Pages 50-58)

[Attachments](#)

G. Change Order

1. Mission Road Gravity Sewer Replacement – Phase I (Page 59)

[Attachments](#)

2. WTP - #2 High Service Pump Change Order 1: Bronze Packing Sleeve Replacement (Pages 60-63)

[Attachments](#)

H. Bid Award/Purchases

1. Komatsu Pump Station Repair (Pages 64-69)

[Attachments](#)

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



City of Cartersville

City Council Meeting
5/1/2014 7:00:00 PM
April 17, 2014

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Minutes are recommended for your approval with any changes that you deem necessary.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 April 17, 2014
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Pruitt

Pledge of Allegiance led by Council Member Hodge

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

II. Regular Agenda

A. Council Meeting Minutes

1. April 3, 2014

A motion to approve the April 3, 2014 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

B. First Reading of Ordinances

1. Wine Specialty Shops

Randy Mannino, Planning and Development Director stated that this is two ordinances that were reviewed by the Alcohol Control Board pertaining to Wine Specialty Shops. These ordinances allow a package wine shop with wine tasting and purchases by the glass as well as by the bottle. Sales for this license require that the gross revenue for consumption on the premises be no more than 25%. Mr. Mannino stated that the ACB did recommend approval of this ordinance limiting the license to the Downtown Business District only.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE II. LICENSING REQUIREMENTS. DIVISION 1. GENERALLY.** Sec. 4-33 is hereby amended by adding a new paragraph 13 as follows:

1.

"13. Wine Specialty Shop (add on to package license)...\$100.00"

2.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the day of.

ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ **Connie Keeling**
Connie Keeling
City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE I. IN GENERAL. DIVISION 1. GENERALLY.** Sec. 4-1 is hereby amended by adding the following to the list of definitions. The remaining provisions of said section remain unaffected:

1.

Wine means any alcoholic beverage containing no more than 21 percent alcohol by volume, which is made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, etc. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to this definition.

Wine specialty shop means:

(a) **Wine Specialty Shop** means a retail establishment which has both sales of wine and limited consumption on the premises of wine, under the following conditions:

(1) No less than 75 percent of the gross revenue of the business shall be derived from the package sale of table wine, fortified wines, port, sherry and/or wine accessories or other merchandise allowed to be sold in the Downtown Business District; (consumption on the premises sales must be 25 percent or less of the business' gross revenue).

(2) It shall be unlawful for a wine specialty shop to sell or have on the premises spirituous liquors or packaged malt beverages.

(3) Free samples of wine shall not exceed one and a half ounces nor shall any one individual be offered more than three samples within a calendar day.

(4) Sampling or tasting of wine is only permitted within the designated portion of the premises.

(b) A retail establishment operating as a wine specialty shop shall provide the city clerk's office, at the time of alcohol license renewal, a statement prepared by licensee's bookkeeper or accountant of the gross sales of the business for the preceding calendar year. The statement shall include the total gross sales for the establishment and document the percentage of sales in dollars attributed to consumption on the premises as compared to package sales and other general merchandise sales. Copies of the state sales tax returns for the same period shall be attached to the statement. The statement must be properly notarized and certified to be true and correct by the licensee or his/her agent under penalty of law, and shall accompany the renewal license fee payment on or before December 31, of each year. The City reserves the right to require, for any reasons deemed necessary by the City, a certified audit for sale of wine.

2.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of April 2014.
ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. Ordinance Revision Adult Entertainment

Greg Anderson, Parks and Recreation Superintendent stated that the Civic Center has had an issue with individuals renting the facility for events and wanting to have strippers for birthday parties, bridal showers, and more. Although these are already prohibited, several individuals have complained that it is not listed in the policy as prohibited, therefore to clear up this confusion, these ordinances add a provision to the guidelines that are handed out. Mr. Anderson recommended approval.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 15, PARKS AND RECREATION, ARTICLE 1. IN GENERAL, SECTION 15-14 Civic center- renting is hereby amended by adding a new paragraph (15-14 (A) (1) (e) (11)) as follows:

11. No adult entertainment is allowed. This includes but is not limited to lewd behavior, sexual acts or performances, strippers, films, nudity or partial nudity, and/or any other type of performance or event at which similar activities occur.

2

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

BE IT AND IT IS HEREBY ORDAINED.

**First Reading this the 17th day of April 2014.
ADOPTED this the day of. Second Reading.**

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

ATTEST:

**/s/ Connie Keeling
Connie Keeling
City Clerk**

C. Bid Award/Purchases

1. Dump Bed for 2014 Truck Chassis in Parks and Recreation Department

Greg Anderson, Parks and Recreation Superintendent stated that quotes were solicited for a dump bed for the 2014 truck chassis that was previously ordered. Mr. Anderson stated that two quotes were received and recommended the low bid from Ingram Truck Body in the amount of \$7,550.00.

A motion to approve the low bid from Ingram Truck Body was made by Council Member McDaniel and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

2. 60" Commercial Mower 2014 for Parks and Recreation Department

Greg Anderson, Parks and Recreation Superintendent stated that bids were received for a 60" Zero-Turn Rear Discharge mover and recommended approval of the lowest qualified bid from Haney Farm and Ranch, Inc. in the amount of \$9,278.00.

A motion to approve the bid from Haney Farm and Ranch Inc. was made by Council Member Hodge and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

3. Fiber Optic Cable

Dan Porta, Assistant City Manager stated that this purchase is to replenish stock of 24 count, 36 count and 60 count fiber. Mr. Porta recommended approval of the lowest and best price from OFS Optics for an amount up to \$14,000.00 which will cover the cost of the fiber cable and freight.

A motion to approve the purchase of Fiber Optic Cable up to \$14,000.00 was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

D. Resolutions

1. 1998 GMA Lease Pool

Dan Porta, Assistant City Manager stated that the city has been part of the current GMA Equipment Leasing Program since it was started in 1998. The Lease Pool program has provided the city with the ability to replace capital assets that are within annual budget constraints, therefore Mr. Porta recommended approval for the Mayor and City Clerk to sign all related documents and the approval of the Resolution and appendix items, Credit Support Annex, Custody Agreement, and Bilateral DF Agreements.

A motion to approve the Resolution No. 06-14 and supporting documents and for the Mayor and City Clerk to sign all documents related to this item was made by Council Member Hodge and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

Resolution No. 06-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA TO AUTHORIZE THE EXECUTION OF AN ISDA CREDIT SUPPORT ANNEX, A JP MORGAN MARCH 2013 BILATERAL DODD-FRANK AGREEMENT, AND TO AUTHORIZE AND ADOPT CERTAIN POLICIES AND PROCEDURES FOR SWAP TRANSACTIONS IN COMPLIANCE WITH THE WALL STREET TRANSPARENCY AND ACCOUNTABILITY ACT

WHEREAS, The City of Cartersville, Georgia (the “City”), is a legally created, valid and existing municipal corporation of the State of Georgia, created and existing under the Constitution and laws of the State of Georgia; and

WHEREAS, the City is a participant in the (GMA) Georgia Local Government 1998A Grantor Trust Certificates of Participation equipment loan program (the “Loan Program”); and

WHEREAS, in connection with the Loan Program, the City entered into a 1998A Master Lease and Option Agreement, dated as of June 1, 1998 (the “Lease”), between the City and Georgia Municipal Association (“GMA”), under the terms of which GMA leases various items of equipment to the City (as described therein) and the City agrees to make certain rental payments to GMA; and

WHEREAS, in connection with the Loan Program, the City entered into an ISDA Master Agreement, dated as of June 1, 1998 (the “Master Agreement”) and a schedule to the Master Agreement (collectively, the “Swap Agreement”) with JPMorgan Chase Bank (formerly, Morgan

Guaranty Trust Company of New York) (the “Swap Counterparty”), under the terms of which, on a same-day net-payment basis determined by reference to notional amounts equal to the principal components of the rental payments under the Lease, (1) the Swap Counterparty agrees to pay the City an amount based on interest rates that are identical to the interest rates used to determine the interest components of the rental payments under the Lease (the “Swap Counterparty Payments”), and (2) the City agrees to pay the Swap Counterparty a floating amount (as described therein); and WHEREAS, it is proposed that the City amend the Swap Agreement and enter into an ISDA Credit Support Annex (the “Credit Support Annex”), between the City and the Swap Counterparty, the form of which is attached hereto as Exhibit A, under the terms of which the Swap Counterparty will provide additional collateral to secure the payment of the Swap Counterparty Payments; and WHEREAS, it is proposed that the City appoint GMA, as its agent, in connection with a Custody Agreement, between U.S. Bank National Association, as custodian, and GMA, as agent for the participant governments in the Loan Program (the “Custody Agreement”), the form of which is attached hereto as Exhibit B, under the terms of which U.S. Bank National Association will serve as the custodian for the collateral provided by the Swap Counterparty to secure the payment of the Swap Counterparty Payments (the “Posted Collateral”); and WHEREAS, pursuant to Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Wall Street Transparency and Accountability Act”), enacted in response to the financial markets crisis of 2008, participants in over-the-counter derivatives transactions (including the Swap Agreement) shall adopt certain policies and procedures and enter into certain agreements to ensure compliance with the regulatory requirements of the Wall Street Transparency and Accountability Act; and WHEREAS, it is proposed that the City enter into a JPM March 2013 Bilateral DF Agreement, between the City and the Swap Counterparty (the “Bilateral DF Agreement”), the form of which is attached hereto as Exhibit C, to ensure compliance with the regulatory requirements of the Wall Street Transparency and Accountability Act. NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville, Georgia, as follows:

Section 1. The execution, delivery and performance of the Credit Support Annex are hereby authorized. The Mayor of the City (the “Mayor”) is hereby authorized to execute and deliver the Credit Support Annex on behalf of the City, which Credit Support Annex shall be in substantially the form attached hereto as Exhibit A with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Credit Support Annex by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 2. The City hereby appoints GMA as its agent in connection with the Custody Agreement. GMA is hereby authorized to execute, deliver and perform the Custody Agreement as agent for the City.

Section 3. The City hereby appoints U.S. Bank National Association as the custodian for the Posted Collateral.

Section 4. The execution, delivery and performance of the Bilateral DF Agreement are hereby authorized. The Mayor is hereby authorized to execute and deliver the Bilateral DF Agreement on behalf of the City, which Bilateral DF Agreement shall be in substantially the form attached hereto as Exhibit C with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Bilateral DF

Agreement by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 5. Pursuant to the Wall Street Transparency and Accountability Act, the City hereby designates The PFM Group as its Qualified Independent Representative (“QIR”) in connection with the Bilateral DF Agreement.

Section 6. It is the intent of the City to adopt policies and take such actions to ensure compliance with the requirements relating to the Wall Street Transparency and Accountability Act. Pursuant to such intent, it is the policy of the City that: the designated QIR agrees to meet and meets the requirements specified in Commodity Futures Trading Commission Regulation 23.450(b)(1) or any successor regulation thereto (herein referred to as the “Representative Regulation”); the designated QIR provide a written certification to the City to the effect that such designated QIR agrees to meet and meets the requirements specified in the Representative Regulation; (iii) City staff monitor the performance of each designated QIR consistent with the requirements specified in the Representative Regulation; (iv) City staff exercise independent judgment in consultation with the City’s designated QIR in evaluating all recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this policy; and (v) City staff rely on the advice of the City’s designated QIR with respect to transactions authorized pursuant to this policy and do not rely on recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this policy.

Section 7. From and after the execution and delivery of the documents herein authorized, the Mayor and such other proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the documents herein authorized and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the execution, delivery and performance of the documents and the compliance with the Wall Street Transparency and Accountability Act herein authorized. Without limiting the foregoing, if the Mayor is not available to execute the documents herein authorized, the Mayor Pro Tem shall execute such documents on the Mayor’s behalf.

Section 8. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution and in furtherance of the execution, delivery and performance of the Credit Support Annex and the Bilateral DF Agreement and the compliance with the Wall Street Transparency and Accountability Act shall be, and the same hereby are, in all respects, approved and confirmed.

Section 9. No stipulation, obligation or agreement herein contained or contained in the Credit Support Annex and the Bilateral DF Agreement shall be deemed to be a stipulation, obligation or agreement of the Mayor or the Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally

liable under the Credit Support Annex and the Bilateral DF Agreement or be subject to personal liability or accountability by reason of the issuance thereof.

Section 10. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

ADOPTED this the day of .

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

ATTEST:

/s/ **Connie Keeling**
Connie Keeling
City Clerk

E. Change Order

1. Change Order – Etowah River Emergency Pump Station – Phase I

Bob Jones, Water and Sewer Superintendent stated that Council approved the Etowah River Emergency Pump Station – Phase I construction contract with Heavy Contractors, Inc in August of 2012. During construction field conditions required the following changes:

- Upsizing intake piping from 16” to 24”
- Additional casing cleaning/material removal
- New 48” casing with double the wall thickness of the original casing because the original casing experienced a structural failure at a weld joint.

Mr. Jones stated that these changes resulted in a total additional cost in the amount of \$92,722.55 and recommended approval.

A motion to approve the change order as presented was made by Council Member Hodge and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

Council Member Jayce Stepp joined the meeting

F. Engineering Services

1. Engineering Services Agreement and Task Order #1 – Peeples & Quigley

Tommy Sanders, Public Works Director stated that this is an Engineering Services Agreement and a task order for production of a drainage study and construction drawings for a stormwater detention pond and water quality pond on property the city owns on Carter Street. Mr. Sanders recommended approval of the agreement and task order with Peeples & Quigley in

an amount not to exceed \$7,950.00.

A motion to approve the agreement and task order with Peeples & Quigley was made by Council Member McDaniel and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

G. Other

1. Habitat for Humanity Quitclaim Deed – 22 and 24 Martin Luther King Jr. Drive

Tom Rhinehart, Finance Director stated that this is a quitclaim deed to be approved and signed conveying ownership of 22 and 24 Martin Luther King Jr. Drive to the Bartow Area Habitat for Humanity. Mr. Rhinehart stated that the houses had been completed some time ago and the deed was overlooked at the time of closing and recommended approval of the quitclaim deed and the Mayors signature on all related documents.

A motion to approve the quitclaim deeds for 22 and 24 Martin Luther King Jr. Drive and the Mayors signature on all related documents was made by Council Member Pruitt and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there was one item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

H. Added Item

1. Mellow Mushroom HPC Appeal

Mayor Santini stated that this is an appeal by Mellow Mushroom concerning a ruling by the Historic Preservation Commission. The question before the HPC was if they could keep a 40” strip of new brick that filled a portion of the front window on the Wall Street side of the building. The decision of the HPC was that it needed to be removed and replaced with windows to be symmetric in appearance.

Mayor Santini opened the floor for a public hearing. Frank Kenney and Leon Barry came forward and stated that thus far they have taken the building history seriously and have opened up windows and replaced the roof to put the building back as original as possible, The area where the brick was installed was originally slated to be a window but the brick was necessary to stabilize the structure of the building.

Larry Gregory and Ron Goss came forward to explain the actions of the HPC. Mr. Goss explained that the challenge is to look at the Historical Data or Significance case by case and that Mr. Pate knew that there was an issue a month earlier and did not bring it before the HPC for approval. Mr. Gregory stated that the HPC had certain guidelines established by both the City and State to follow when making decisions. With no further comments Mayor Santini closed the

public hearing.

A motion to approve the appeal and allow the brick to remain was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried. Vote 4-1 with Council Member Tate voting against.

I. Monthly Financial Statement

1. February 2014

Mr. Tom Rhinehart, Finance Director, presented the February 2014 monthly financial statement with comparisons from the previous year of February 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 February 2014.

Mayor Santini wanted to say a special thank you to Ed Ruzumna for coming to repair the council sound system.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
5/1/2014 7:00:00 PM
Teachers of the Year

SubCategory:	Commendation/Recognition
Department Name:	Administration
Department Summary Recommendation:	The teachers that are scheduled to be recognized through Resolutions as the 2015 Teachers of the Year are: • Melanie Paige -- Cartersville Primary • Haley Wilson -- Cartersville Elementary • Cissi Adams -- Cartersville Middle School • Beth Cauthen -- Cartersville High School
City Manager's Remarks:	It has become tradition for Council to honor our teachers of the year.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE
Resolution

CARTERSVILLE PRIMARY SCHOOL

TEACHER OF THE YEAR 2015

WHEREAS, Melanie Paige has been named Teacher of the Year at Cartersville Primary School for 2015, and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

WHEREAS, her leadership has provided a vital service for the children of Cartersville, and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2015 for Cartersville Primary School.

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

Mayor

Attest: _____ City Clerk

May 1, 2014



CITY of CARTERSVILLE
Resolution

CARTERSVILLE ELEMENTARY SCHOOL

TEACHER OF THE YEAR 2015

WHEREAS, Haley Wilson has been named Teacher of the Year at Cartersville Elementary School for 2015, and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

WHEREAS, her leadership has provided a vital service for the children of Cartersville, and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2015 for Cartersville Elementary School.

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

Mayor

Attest: _____
May 1, 2014 City Clerk



CITY of CARTERSVILLE

Resolution

CARTERSVILLE MIDDLE SCHOOL

TEACHER OF THE YEAR 2015

WHEREAS, Cissi Adams has been named Teacher of the Year at Cartersville Middle School for 2015, and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

WHEREAS, her leadership has provided a vital service for the children of Cartersville, and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2015 for Cartersville Middle School.

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

_____ Mayor

Attest: _____ City Clerk

May 1, 2014



CITY of CARTERSVILLE

Resolution

CARTERSVILLE HIGH SCHOOL

TEACHER OF THE YEAR 2015

WHEREAS, Beth Cauthen has been named Teacher of the Year at Cartersville High School for 2015; and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system; and

WHEREAS, her leadership has provided a vital service for the children of Cartersville; and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2015 for Cartersville High School.

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

Mayor

Attest: _____ City Clerk

May 1, 2014



City of Cartersville

City Council Meeting

5/1/2014 7:00:00 PM

National Historic Preservation Month: Proclamation and Awards

SubCategory:	Presentations
Department Name:	
Department Summary Recommendation:	The National Trust for Historic Preservation has encouraged communities to reach out to our growing audience of neighbors, tourists, and preservationists by promoting historic places in our community, and encourage newcomers to learn more about Cartersville's local preservation efforts. As part of celebrating May as National Historic Preservation Month, it is requested that a proclamation be issued to recognize this month. In addition, the following Historic Preservation Commission Annual Awards will be presented during the May 1st City Council meeting: - Ron Goss will receive an award for renovation work for the commercial space at 123 W. Main Street (now occupied by Suresight Eye Care). - Will Sprague will receive an award for renovation work for the commercial space at 120 S. Gilmer Street for his restaurant, Louie's Café.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



HPC Annual Awards

May 1, 2014

As part of celebrating May as National Historic Preservation Month, the following Historic Preservation Commission Annual Awards will be presented during the May 1st City Council meeting:

- Ron Goss will receive an award for renovation work for the commercial space at 123 W. Main Street (now occupied by Suresight Eye Care).
- Will Sprague will receive an award for renovation work for the commercial space at 120 S. Gilmer Street for his restaurant, Louie's Café.



123 W. Main St before and after



120 S. Gilmer St before and after

Item # 3

PROCLAMATION

National Historic Preservation Month

May 2014

WHEREAS, historic preservation is an effective tool for encouraging community reinvestment, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, the City of Cartersville is a treasure-trove of historic resources, including properties in the Downtown Business District; Cherokee-Cassville Historic District; Granger Hill Historic District; Olde Town Historic District; and West End Historic District; and

WHEREAS, historic preservation is economically, environmentally, and socially sustainable, fostering a culture of reuse and maximizing the life cycle of all resources through conservation; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped the City of Cartersville and us as a people;

NOW, THEREFORE, I, Matthew J. Santini, Mayor of Cartersville, Georgia, do proclaim May 2014 as National Preservation Month, and call upon the people of Cartersville to join their fellow citizens across the United States in recognizing and participating in this observance.

Dated this 1st day of May, 2014.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk

MEMO

TO: Mayor and Council
FROM: Randy Mannino and Richard Osborne
DATE: April 23, 2014
SUBJECT: Proclamation for National Historic Preservation Month

Since the National Trust for Historic Preservation created Preservation Week in 1971 to spotlight grassroots preservation efforts in America, it has grown into an annual celebration observed by small towns and big cities with events ranging from architectural and historic tours and award ceremonies to educational programs and heritage travel opportunities.

Due to its popularity, in 2005 the National Trust for Historic Preservation extended the celebration to include the entire month of May and declared it Preservation Month to provide an even longer opportunity to celebrate the diverse and unique heritage of our country's cities and states, and enable more Americans to become involved in the growing preservation movement.

The National Trust for Historic Preservation has encouraged communities to reach out to our growing audience of neighbors, tourists, and preservationists by promoting historic places in our community, and encourage newcomers to learn more about Cartersville's local preservation efforts.

As part of celebrating May as National Historic Preservation Month, it is requested that a proclamation be issued to recognize this month.



City of Cartersville

City Council Meeting
5/1/2014 7:00:00 PM
Ordinance Revision Adult Entertainment

SubCategory:	Second Reading of Ordinances
Department Name:	Parks and Recreation
Department Summary Recommendation:	To add a provision to the guidelines for facility rental.
City Manager's Remarks:	Your approval of this amendment on final reading is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ARCHER & LOVELL, P.C.
ATTORNEYS AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

(770) 386-1116
FAX (770) 382-7484

MEMO

To: Mayor and City Council

From: E. Keith Lovell, Asst. City Attorney

Date: April 8, 2014

Re: Civic Center Policies

The Civic Center has had an issue with individuals renting the facility for event and wanting to have strippers for birthday parties, bridal showers, etc.

Although these are already prohibited, several individuals have complained that it is not listed in the policy as prohibited. Therefore, to clear up this confusion, the Recreation Department has asked that we add a provision to the guidelines that are handed out.

This is recommended by Staff.

EKL/jgm

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 15. PARKS AND RECREATION, ARTICLE 1. IN GENERAL, SECTION 15-14 Civic center-
renting is hereby amended by adding a new paragraph (15-14 (A) (1) (e) (11)) as follows:

1.

11. No adult entertainment is allowed. This includes but is not limited to lewd behavior, sexual acts or performances, strippers, films, nudity or partial nudity, and/or any other type of performance or event at which similar activities occur.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
 SECOND READING: _____

 MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 CONNIE KEELING, CITY CLERK

Sec. 15-14. Civic center-renting.

(a)

Guidelines for renting the Cartersville Civic Center.

(1)

A person or entity may rent the Cartersville Civic Center for events or functions, pursuant to the following guidelines.

e.

Dances, private adult parties.

1.

One (1) off duty municipal law enforcement officer or sheriff deputy must be provided for every seventy five (75) guests. A minimum of two (2) security personnel are required to be on duty at any dance or private adult party.

2.

For any dance or private adult party. Group/person renting civic center is responsible for calling police department to schedule these officers and are also responsible for paying these officers. Officers are required to be on duty at civic center from the time alcohol starts being consumed until event is over and everyone has left the building.

3.

Alcoholic beverages may not be sold on premises.

4.

Alcoholic beverages may not be brought in by guests to consume.

5.

Events including alcoholic beverages may not be held on Sundays.

6.

Events are to end by 12:00 am. Failure to vacate building by 1:00 a.m. will result in forfeiture of two thousand dollars (\$2,000.00) damage/clean-up deposit and/or could result in group/person being banned from building.

7.

Violence will not be tolerated in or around the civic center. If this occurs, all parties involved will be arrested. This may also be cause for event to be terminated.

8.

No person or entity shall possess or consume, and/or no event shall offer, distribute or provide any alcoholic beverages, distilled spirits or malt beverages and wine at the civic center and the surrounding property, except for licensed caterers or non-profit or for profit organizations who obtain a special event permit as required by the city and/or State of Georgia

9.

The caterer or non-profit or for profit organization must provide the city as an additional insured on a policy with minimum limits of one million dollars (\$1,000,000.00) for general liability and property damage for the event itself.

10.

The caterer or non-profit or for profit organization and applicant must both execute an indemnification and hold harmless agreement with the city in a form approved by the city.

11.

No adult entertainment is allowed. This includes but is not limited to lewd behavior, sexual acts or performances, strippers, films, nudity or partial nudity, and/or any other type of performance or event at which similar activities occur.



City of Cartersville

City Council Meeting
5/1/2014 7:00:00 PM
Wine Specialty Shops

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	Attached are two ordinances that were reviewed by the Alcohol Control Board pertaining to Wine Specialty Shops. This ordinance allows a package wine shop with wine tasting and purchases by the glass as well as by the bottle. Sales for this license requires that the gross revenue for consumption on the premises be no more than 25%. The ACB did recommend approval - limiting the license to the Downtown Business District only.
City Manager's Remarks:	Your approval of this ordinance on final reading is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ARCHER & LOVELL, P.C.
ATTORNEYS AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

(770) 386-1116
FAX (770) 382-7484

MEMO

To: Alcohol Control Board

From: E. Keith Lovell, Assistant City Attorney

Date: March 24, 2014

Re: Wine Specialty Shops

The attached ordinance would allow for a shop to sell package wine only and provide free samples and sell wine by the drink as well.

This ordinance is being presented as part of the Mayor and City Council Visioning Session Goals for Community Improvement.

EKL/jgm

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE II. LICENSING REQUIREMENTS. DIVISION 1. GENERALLY.** Sec. 4-33 is hereby amended by adding a new paragraph 13 as follows:

1.

"13. Wine Specialty Shop (add on to package license)...\$100.00"

2.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the day of.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE I. IN GENERAL. DIVISION 1. GENERALLY. Sec. 4-1 is hereby amended by adding the following to the list of definitions. The remaining provisions of said section remain unaffected:

1

.

Wine means any alcoholic beverage containing no more than 21 percent alcohol by volume, which is made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, etc. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to this definition.

Wine specialty shop means:

(a) **Wine Specialty Shop** means a retail establishment which has both sales of wine and limited consumption on the premises of wine, under the following conditions:

(1) **No less than 75 percent of the gross revenue of the business shall be derived from the package sale of table wine, fortified wines, port, sherry and/or wine accessories or other merchandise allowed to be sold in the Downtown Business District; (consumption on the premises sales must be 25 percent or less of the business' gross revenue).**

(2) **It shall be unlawful for a wine specialty shop to sell or have on the premises spirituous liquors or packaged malt beverages.**

(3) **Free samples of wine shall not exceed one and a half ounces nor shall any one individual be offered more than three samples within a calendar day.**

(4) Sampling or tasting of wine is only permitted within the designated portion of the premises.

(b) A retail establishment operating as a wine specialty shop shall provide the city clerk's office, at the time of alcohol license renewal, a statement prepared by licensee's bookkeeper or accountant of the gross sales of the business for the preceding calendar year. The statement shall include the total gross sales for the establishment and document the percentage of sales in dollars attributed to consumption on the premises as compared to package sales and other general merchandise sales. Copies of the state sales tax returns for the same period shall be attached to the statement. The statement must be properly notarized and certified to be true and correct by the licensee or his/her agent under penalty of law, and shall accompany the renewal license fee payment on or before December 31, of each year. The City reserves the right to require, for any reasons deemed necessary by the City, a certified audit for sale of wine.

2.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the day of.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

5/1/2014 7:00:00 PM

Cartersville Business Improvement District (B.I.D.) Budget Amendment

SubCategory:	Public Hearing
Department Name:	DDA
Department Summary Recommendation:	The Cartersville Business Improvement District (B.I.D.) is a special assessment levied against properties within the downtown business district. Established in 2002, the B.I.D. budget breakdown consisted of: 15% administration; 39% facade/sign grants; and 46% downtown improvements. DDA board and staff have contacted all downtown property owners asking for approval to amend the budget as follows: 15% administration; 35% downtown promotion; and 50% downtown improvements (which would include sign/facade grants). The necessary 51% approval of downtown property owners has been received, and your approval of this B.I.D. budget amendment is requested.
City Manager's Remarks:	Your approval of the attached amendment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

memo

Cartersville DDA

To: Mayor & Council
From: Tara Currier
CC: Sam Grove
Date: 5/1/2014
Re: B.I.D. Budget Amendment

The Cartersville Business Improvement District (BID), established in June 2002, is a special assessment levied against properties and businesses within a defined service area. All those within the district pay a 2.5 millage rate, which provides funds for downtown improvements.

When the B.I.D. was established in 2002, it consisted of the following breakdown: 15% administration; 39% façade/sign grants; and 46% downtown improvements. The current DDA board and staff, trying to remain as transparent with property owners as possible, reached out to all the downtown property owners requesting to amend the way the B.I.D. is used. A letter and accompanying packet detailed the history and purpose of the B.I.D. and explained that it was preferred to be amended in the following manner: 15% administration; 35% downtown promotion; and 50% downtown improvements (which will also include façade/sign grants). It is the feeling of DDA board and staff that this breakdown would allow even more to be done in terms of grants for sign and façade improvements, as well as assist in marketing and special event expenses which help drive people downtown.

After months of contacting the more than 80 downtown property owners which pay this additional tax, DDA has received an approval rate of 56% based on the number of property owners, and 59% based on the taxable value of the downtown property.

DDA board has already approved increasing the amount of grant money that is awarded to downtown businesses in hopes to encourage more to apply. Additionally, plans are in place to install Wi-Fi around Friendship Plaza, build a pavilion in Friendship Plaza, and hopefully secure a billboard promoting downtown in the near future.

Your approval of the B.I.D. budget amendment is requested.

Sincerely,



**DOWNTOWN CARTERSVILLE
BUSINESS IMPROVEMENT DISTRICT
(BID)**



Cartersville

Downtown Development Authority

MANAGEMENT PLAN

CONTENTS

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Why have a Business Improvement District	4
Programs and Services to be provided	5
Downtown Cartersville BID Boundary & Map	6
Operating Budget	7
Plan Summary	8

WHAT IS THE DOWNTOWN CARTERSVILLE BID?

The Cartersville Business Improvement District (BID), established in June 2002, is a special assessment levied against properties and businesses within a defined service area. It enables local property and business owners to finance services and improvements. The level of assessment was determined by property owners and merchants and governed by the Cartersville Downtown Development Authority, with careful understanding of the needs and desires of those who pay. Although funds are collected by the City, they are passed directly to the DDA to be used for BID purposes.

The BID was established in June 2002 by the support of majority of property and business owners who desired additional services and improvements. The BID was renewed for a 10 year term in June 2007, and as such is set to expire in June 2017. Once established, the payment is now mandatory, guaranteeing that everyone within the District contributes. Non-payment results in the same penalties as failure to pay real property tax. BIDs are fundamentally a legal mechanism to raise funds to enhance the management of the downtown area.

According to the International Downtown Association, there are more than 1,500 property-based Business Improvement Districts currently in operation throughout the United States and Canada. Within Georgia, there are numerous BID communities with varied purposes and include such cities as Columbus, Americus, Rome, Athens, Valdosta, Albany, and Atlanta, just to mention a few.

A BID provides for an assessment on real property within a specific geographic district with the proceeds providing enhanced services to the District. The Cartersville BID represents an important movement by property owners and business leaders to establish a well-funded organization working to ensure a positive image, supplement services, promote businesses, and market attractions and events to respond to challenges from other competitive developments within the region.

ADVANTAGES

- Designed, created, and governed by those who pay the assessment through the DDA Board of Directors that supervise operations, review activity reports, and approve and monitor the annual budget.
- Administered through the Downtown Development Authority, a management organization of dedicated professionals, of those who pay.
- Authorized for a 10-year term, and can be renewed, through the petition process. That same petition process can end the BID should property owners decide it is no longer needed.
- The managing organization has years of experience providing a wide range of services including special events, marketing, promotion, business recruitment, maintenance, and hospitality.
- Everyone benefits and everyone pays.

WHY WAS BID ESTABLISHED?

The Business Improvement District (BID) plays a major role in the continued excitement and remarkable growth of the downtown area. BID has funded benches and trash cans in our downtown, offset costs for advertising and marketing of businesses and special events, and most commonly the sign and façade grant program administered through the DDA. One hundred percent of the funds collected go towards improvements and enhancements of the Downtown Business District, while overall operating costs, building maintenance and limited advertising and special events monies are provided by the City of Cartersville.

A quality of life that is second to none makes downtown a great place to grow a business, enjoy the culture and entertainment of the region, move into a new apartment, shop in a very unique atmosphere, or dine in a restaurant while enjoying a clean, safe and friendly environment in historic downtown Cartersville. To keep this momentum, attract new investment and protect and maintain the existing investment, property and business owners desired to establish a Business Improvement District. Property owners assess themselves in order to maintain a private sector management district, which under Georgia law is termed a City Business Improvement District. Downtown property and business owners took this action because they desired to:

1. Provide consistent funding for services to be provided by the BID and maintain the positive image the citizens of the community have for the downtown area. It is important to maintain this image in order to compete economically. The value of a single piece of property is not determined solely by the investments made in that property. Rather, a major portion of that property's value is derived from how investors, businesses, and visitors view the entire downtown area as a business, retail and cultural center. Property owners want to maintain the positive image.

2. Maintain Private Sector Management and Accountability. The Cartersville DDA will manage the BID. A Board of Directors that is representative of the property and business owners paying assessments will refine and approve the annual work plan and budget based upon this management plan. The Board of Directors are accountable to those property and business owners paying into the District will ensure the services provided by the BID are subject to very high private sector performance standards and controls.

3. Market, Promote, and Attract new Business and Investment. The District competes with shopping centers, office parks and managed areas in the region that compete for tenants, visitors and investors. To remain competitive and viable as the place to go in the region, we must finance the BID to maintain a proactive strategy to retain business and tenants as well as attract new business and investment. The events, programming, promotions, and publication of promotional materials all contribute significantly to the continued enhancement of the Downtown Image.

PROGRAMS & SERVICES

Downtown Cartersville has changed dramatically since this BID was approved in June 2002, including the addition of Booth Western Art Museum, the renovation of the 1869 courthouse, façade improvements to the buildings Under the Bridge, and a much broader mix of service, retail and restaurants. As such, the DDA board would like to amend the current use of the BID monies to be used in the following ways:

I. DOWNTOWN PROMOTION 35%

Marketing, Economic Development, Promotions

These funds would be allocated to marketing efforts, special events and business recruitment. The programs developed to tell the story of change and improvement in Downtown Cartersville is one of the most important parts of the improvement plan. The programs include several tools to support efforts to attract and retain tenants and visitors. Some of the elements are:

- Special Events
- Community awareness
- Advertising

II. BUILDING IMPROVEMENTS 50%

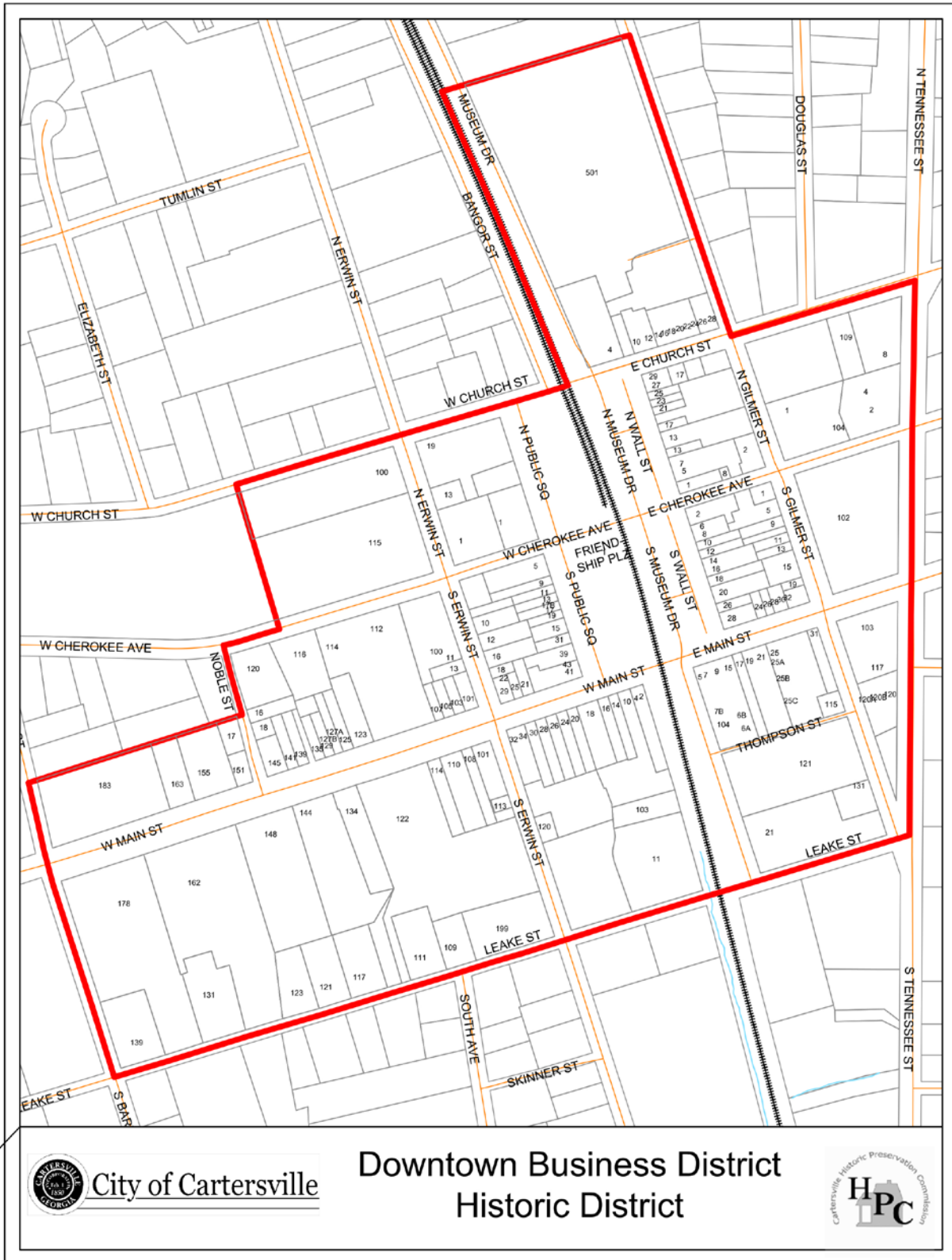
Façade & Sign Grants, Physical Improvements and Enhancements

The most popular and well known use of the BID, these funds are allocated to individual projects within the district on a first come first served qualifying basis. The grant program allows all businesses and property owners to continually enhance the overall look and design of the downtown business district. Physical improvements and enhancements downtown would include permanent structures added within the downtown business district which enhance safety, design and/or functionality.

III. MANAGEMENT & CONTINGENCY 15%

Funds will be allocated for professional administrative support to manage the BID improvements and activities. A portion of this allocation will also go into a reserve/contingency account for unexpected projects, programs and improvements that may arise during the year. These funds will be administered by the Board of Directors.

IMPROVEMENT DISTRICT BOUNDARIES



OPERATING BUDGET

The summary annual operating budget for the Business Improvement District is provided below. The total improvement and activity plan budget for each year is approximately at \$24,500.00; consisting of the following components:

OPERATING BUDGET SUMMARY

I. **Downtown Promotion** - In order to tell the story and continue to build upon the positive changes in both perception and reality that have been developed, an image, communications, marketing and economic development program has been developed. The budget for Programs is 35% of the total District Budget.

II. **Downtown Improvements** - In order to directly return a portion of the budget to the property and business owners a Façade and Sign Grant program is offered. This budget is 50% of the total budget.

III. **Management and Reserve/Contingency** - In order to manage the day-to-day activities of the BID an administrative staff is necessary to insure the delivery of quality services. The budget for the administration and contingency is 15% of the total District budget.

BID Proposed 2013-2014 Year Budget		
REVENUE		
District Property Assessment	2.5mills	24,500
Total Projected Revenue		24,500
EXPENSES		
Downtown Promotion (35%)		8,575
Marketing/Advertising		
Business Recruitment (welcome packets, seminars, etc.)		
Special Events		
Downtown Improvements (50%)		12,250
Sign & Façade Grant Program		
Physical Improvements & Enhancements		
Management & Reserve/Contingency (15%)		3,675
Total Projected Expenditures		24,500

MANAGEMENT PLAN SUMMARY

Initiated by property and business owners in Downtown Cartersville, the Business Improvement District Plan is designed to improve and convey special benefits to properties located within the boundaries of the BID. The Business Improvement District will provide enhanced improvements and activities, including: grants, marketing, promotion and recruitment services above and beyond those currently provided by the City of Cartersville.

Location: Cartersville Downtown Business District

Value of District: The total 100% assessed value of the properties within the district in 2012 was \$9,902,088.

Activities/ Services: Downtown Promotion, Downtown Improvements and Management

Financing Method: A levy of assessments upon the real property and buildings which benefit from the improvements and activities

Budget: Anticipated total district budget from assessments on assessable property for each year of operations is \$24,500.

Cost: Annual assessments are based upon an allocation of specific program costs. One property assessment variable, Assessed Value is used in the calculation. No personal property assessments will be levied.

Duration: The district has a 10-year life, which was renewed in June 2007, and will this expire in June 2017 unless re-approved by at least 51% of the business and property owners.

Governance: The District budgets and policies will be refined annually, within the limitation set forth in the management plan by the DDA Board of Directors, representative of the property and business owners.

SIGNATURE REQUIRED

In order to move forward with the proposed BID budget, your signature is requested below. Please sign whether you support or oppose the outlined information included in the packet you have reviewed.

Please complete and return to Cartersville DDA at 1 Friendship Plaza, Cartersville, GA 30120; fax at 770.607.3690; or email tcurrier@downtowncartersville.org.

I, _____ **SUPPORT** the proposed BID budget.

Signature: _____ Date: _____

I, _____ **OPPOSE** the proposed BID budget.

Signature: _____ Date: _____

* I own the following number of properties in the downtown business district: _____



City of Cartersville

**City Council Meeting
5/1/2014 7:00:00 PM
City of Kingston Franchise Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recommendation:	This is a ten year extension of our franchise agreement with the City of Kingston which has been in place since 1953. I recommend approval of this agreement.
City Manager's Remarks:	Your approval of the ten year extension of the franchise is recommended.
Financial/Budget Certification:	N/A
Legal:	This agreement has been approved by the City Attorney.
Associated Information:	

This Franchise Agreement is made and entered into by and between the City of Kingston, a municipal corporation chartered under the laws of the State of Georgia, and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia and is effective as of the date specified herein.

WHEREAS, the City of Cartersville, Georgia, has contracts for both firm transportation and gas supplies on Southern Natural Gas Company's interstate transmission line, and thereafter distribute such gas as so received; and

WHEREAS, the said City of Cartersville has a high pressure gas distribution line and metering facilities from the line of Southern Natural Gas Company to the said City, which said high pressure distribution line will run through the corporate limits of the City of Kingston, Georgia, and

WHEREAS, the Mayor and Council of Kingston, after due investigation, find that it would still be unwise and financially unsound for it to attempt to construct its own distribution system within its corporate limits, and there appears no reasonable chance of financing such undertaking in the foreseeable future; and

WHEREAS, it is deemed advisable and to the best interest to the City of Kingston and its citizens if the City of Kingston could continue to make available gas facilities to be used by its citizens and others rightfully entitled to use the same, and to accomplish this purpose to again grant a franchise to the City of Cartersville, which said City is willing to undertake to supply gas to such customers as it may deem desirable and financially sound, located within the corporate limits of the City of Kingston; and

WHEREAS, the City of Cartersville is desirous of continuing such a franchise and the City of Kingston is willing to grant same.

NOW, THEREFORE, for and in consideration of the premises and the performance of the terms and conditions hereinafter set out, the City of Kingston, acting by and through its Mayor and Council, hereby grants to the City of Cartersville, Georgia, its successors and assigns, the right, privilege and franchise and the consent of said City to enter the corporate limits of said City, and therein to construct, maintain, repair, replace, extend and operate a natural gas distribution system with all the necessary mains, pipes, devices, outlets, meters, connections, appurtenances and accessories necessary and usual in connection therewith for the purpose of providing the City of Kingston, Georgia, and the inhabitants thereof with a supply of natural gas, and further grants to the said City of Cartersville, its successors and assigns, the right, privilege and franchise to thereafter maintain and operate such a system within the corporate limits of the City of Kingston as now existent and as hereafter extended; and to accomplish such purpose, to construct, maintain and operate such facilities along, across, over and under the streets, alleys, sidewalks and public places of the City of Kingston, together with the right of condemnation as fully as is within the power of said City of Kingston to grant.

The following conditions are made a part of this privilege and franchise:

- (1) The term of this grant and franchise shall be for a period of ten years from the date hereof.
- (2) The City of Cartersville, its successors and assigns, shall pay a franchise fee equal to 4% of the collected gross sales, payable quarterly for the preceding quarterly period for the privilege and grant for and during the term hereof.
- (3) The City of Kingston shall be responsible to notify the City of Cartersville, through the City Clerk's Office of any annexations. The franchise fee will

then be billed and collected beginning the first full billing period after notification.

- (4) The City of Cartersville, its successors and assigns, shall in all cases restore all streets, highways, alleys, roads, sidewalks and public places and other grounds of the City of Kingston, Georgia, disturbed by the City of Cartersville in the exercise of this franchise to the original or equally good conditions as before disturbed, and shall conduct its operation of construction, maintenance, replacement and repair without undue obstruction of traffic, foot or mobile and shall make all restoration as above required within a reasonable time.
- (5) In the construction, maintenance, replacement, repair and operation of said gas distribution system, the City of Cartersville, its successors and assigns, assume all liability so far as the City of Kingston might be involved for damage to persons and/or property caused by it or its agents in connection with the exercise of any of the powers or privileges of this franchise.
- (6) The City of Cartersville will undertake to supply a reasonable amount of gas to the residential, commercial and industrial users as might desire same, and which in the opinion of the City of Cartersville it is financially sound to afford such gas facilities and shall charge such customers the same rates, fees and charges as that charged by it to all users within any reasonable class insofar as is practicable.

- (7) That extension of the distribution system within the City of Kingston will be made, if necessary, when the revenues derived therefrom in the opinion of the City of Cartersville will justify the cost of such extensions.
- (8) At the expiration of this franchise or as sooner otherwise terminated, the City of Cartersville, its successors and assigns, shall have the right to remove all of its gas distribution facilities (nothing contained herein shall affect the right of the City of Cartersville to always maintain its high pressure gas distribution line) belonging to it from and along said highways, streets, alleys, roads, sidewalks and public places within six months after the termination of this franchise, provided it in all cases restores such places so disturbed to a condition as good as before removal.
- (9) Any transferee, assignee, or successor of the City of Cartersville shall hold and exercise such rights, powers, and privileges hereinabove granted under this franchise, subject to all terms and condition as herein set forth.
- (10) In granting this franchise the City of Kingston recognizes that the City of Cartersville, in order to maintain and/or perform construction as necessary or required to its high pressure gas distribution line and the distribution system in this City, as well as distribution systems elsewhere, has the right to always maintain rates, fees, and charges as may be necessary or proper so as to produce funds sufficient at all times to maintain and operate said system on a sound businesslike basis, and to create reserves for that purpose. Further, it is recognized by the City of Kingston in granting this franchise that all obligations herein imposed on the City of Cartersville as a part hereof shall be

performable only by it from the revenue of the said Gas System to be constructed and thereafter operated and maintained.

IN WITNESS WHEREOF, the City of Kingston, Georgia, pursuant to resolution of its Mayor and Council, has caused this franchise to be signed by its Mayor and its corporate seal affixed, attested by its Clerk as of the 14 day of APRIL, 2014.

City Of Kingston, Georgia

Wanda Riser
Mayor

Attest: Dawn Clark (Seal)
City Clerk

Accepted and approved by the Franchise Agreement above, this ___ day of _____, 2014

City of Cartersville, Georgia

Mayor

Attest: _____ (Seal)
City Clerk



City of Cartersville

City Council Meeting
5/1/2014 7:00:00 PM
GA DOT Agreement

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recommendation:	This agreement will reimburse our relocation costs if our line, part of which is on an easement, should be in conflict with the work on Tennessee St and US 41 interchange. I recommend approval of this agreement.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	N/A
Legal:	This agreement has been approved by the City Attorney.
Associated Information:	

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

April 21, 2014

Mayor Mathew J. Santini
City of Cartersville
P. O. Box 1390
1 North Erwin Street
Cartersville, GA 30120

Georgia Project No.: STP00-0002-00(626), Bartow County
GDOT PI No.: 0002626
Easement Limited Agreement –Gas Facilities

Dear Mayor Santini:

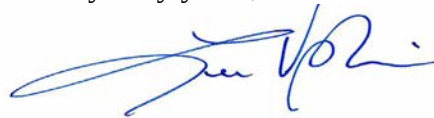
Attached is an electronic counterpart of an undated Easement Limited Agreement between [City of Cartersville](#) and the Georgia Department of Transportation on the above project. The project will [reconstruct existing historic interchange of US 41/SR 3 at US 411/SR 61, including the reconstruction of bridges over US 411/SR 61, the reconstruction of bridges over CSX Railroad and the widening or reconstruction of the northern bridge over Pettit Creek in Bartow County.](#) This agreement preserves [City of Cartersville's](#) prior rights for the area located on the attached plans. The Easement Limited Agreement will be dated upon execution on behalf of the Department.

If the Agreement meets with your approval, please handle for execution on behalf of [City of Cartersville](#) and return all three counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. In this connection, be sure to have two witnesses (one of which must be a notary public) sign the Agreement. Please be certain that the notary public's seal is affixed alongside the signature. The Official Seal of City of Cartersville is required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Project No.: STP00-0002-00(626), Bartow County
P.I. No.: 0002626
Easement Limited Agreement - Gas Facilities
April 21, 2014
Page 2

If you have any questions or need further information, please contact Jun Birnkammer at 404-347-0606 or by e-mail at jbirnkammer@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Lee E. Upkins
Asst. State Utilities Engineer

For: Michel J. Bolden
State Utilities Engineer

MB: LU: JBB
Attachments

cc: DeWayne Comer, District Engineer, Cartersville, Georgia
Attn.: Kerry Bonner, District Utilities Engineer

Account No. – Class: 733005 – 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
 GDOT Contract ID No.: CSOOUUTL140549
 EASEMENT LIMITED AGREEMENT

PROJECT No.: STP00-0002-00 (626), Bartow County
 P.I. No.: 0002626

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the City of Cartersville, hereinafter called the LOCAL AGENCY, second party.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT proposes under the above numbered project to reconstruct existing historic interchange of US 41/SR 3 at US 411/SR 61, including the reconstruction of bridges over US 411/SR 61, the reconstruction of bridges over CSX Railroad and the widening or reconstruction of the northern bridge over Pettit Creek in Bartow County, Georgia; and

WHEREAS, the LOCAL AGENCY has existing Gas facilities located upon or over the project on US 411/SR 61 from station 257+72 Right to station 261+41 Right and from Station 262+02 Right to 267+84 Right on SR 61 and also from Station 802+99 Right to Station 805 + 30 Right and from Station 806+53 Left to Station 808 + 05 Right, Off Ramp with portions of the facilities located upon a right-of-way or easement with rights to install, operate and maintain such facilities thereon; and

WHEREAS, the location of said right-of-way or easement is shown on the highway plans at said station limits for this project, a copy of said plans in pertinent part being attached hereto. The existing facilities presently contemplated are not in conflict with the highway construction; however, if they are later found to be in conflict, they will be relocated or adjusted, if necessary, to accommodate the proposed highway construction; and

WHEREAS, the DEPARTMENT and the LOCAL AGENCY desire to enter into an agreement relative to the encroachment of the highway project on the rights-of-way or easement upon which the facilities are located.

NOW, THEREFORE, in consideration of Zero & No/100 Dollars (\$0.00) in hand paid and other valuable considerations received by the LOCAL AGENCY and further in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is hereby agreed:

1. It is specifically understood that the project number shown above is for the

DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT will notify the LOCAL AGENCY of the new project designation. Such change in project designation shall not affect any of the terms of this Agreement.

2. The LOCAL AGENCY relinquishes and grants to the DEPARTMENT all its existing property interests at the locations shown on the attached highway plans and grants to the DEPARTMENT the right to construct, operate and maintain the above referenced highway across the LOCAL AGENCY 'S right-of-way or easement under the terms and conditions as herein stated.

3. The DEPARTMENT agrees to obtain all necessary rights from the owners of the lands crossed by the LOCAL AGENCY 'S rights-of-way or easement located within the limits of the required right-of-way acquired by the DEPARTMENT.

4. The LOCAL AGENCY agrees to relocate or adjust, existing LOCAL AGENCY facilities if later found in conflict with the highway construction project contemplated herein. All costs incurred by the LOCAL AGENCY related to such relocation or adjustment of its existing facilities shall be reimbursed through a separate agreement by the DEPARTMENT in accordance with Federal and State laws. Comparable pre-existing ingress and egress to LOCAL AGENCY property rights and facilities will be provided to the LOCAL AGENCY at DEPARTMENT expense. LOCAL AGENCY retains fully adequate right of ingress and egress to LOCAL AGENCY property rights and facilities over the property that is the subject of the highway construction project contemplated herein.

5. The LOCAL AGENCY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the LOCAL AGENCY 'S facilities shall be in accord with the Utility Accommodation Policy and Standards Manual, current edition, issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the LOCAL AGENCY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the required right-of-way.

6. The DEPARTMENT agrees to notify the LOCAL AGENCY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S Contractor a schedule of operations which will clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will relocate or adjust its facilities, if necessary.

7. This Agreement contains the entire agreement of the parties hereto, and no representation, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provision of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple

counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

CITY OF CARTERSVILLE

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC (SEAL)
SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____,
My commission expires:

BY: _____
MAYOR

I attest to the genuineness of the COMPANY Seal and I further attest that the above named Officer is duly authorized to execute this document.

ATTEST:

FEIN _____ BY: _____

SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ENGINEER

BY: _____
COMMISSIONER

PROJECT Nos.: **STP00-0002-00 (626)**

COUNTY: **Bartow**

P.I. Nos.: **0002626**

DATE.: **April 21, 2014**

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER

RESOLUTION

STATE OF GEORGIA

CITY OF CARTERSVILLE

BE IT RESOLVED by the Mayor and City council of CITY OF CARTERSVILLE, and it is hereby resolved, that the foregoing attached Agreement, relative to Project STP00-0002-00 (626), P.I. 0002626, be entered into by City of Cartersville and that Mr. Mathew J. Santini, as Mayor, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor of City of Cartersville.

Passed and adopted this the _____ day of _____, 20____.

ATTEST:

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF CARTERSVILLE

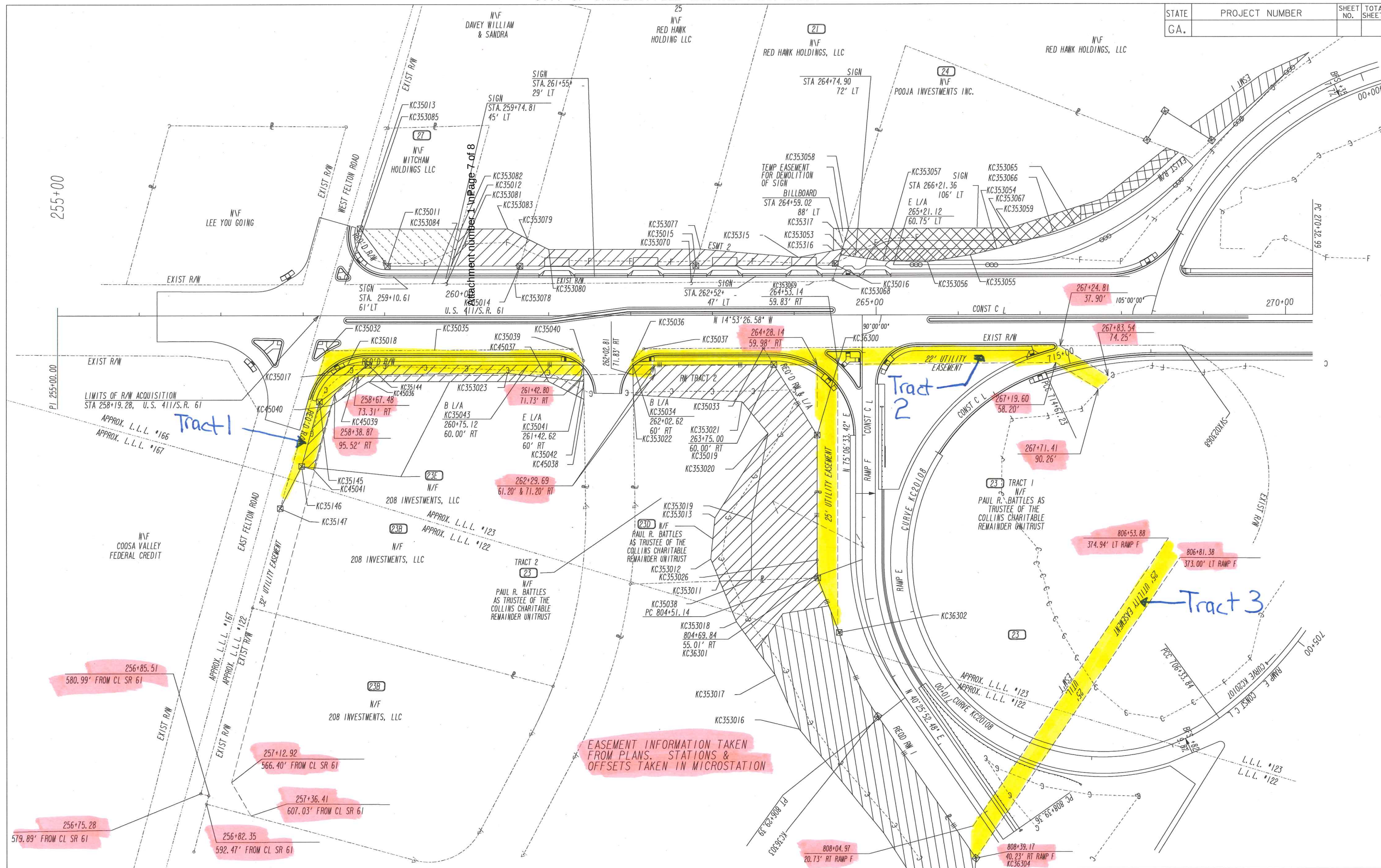
I, Connie Keeling, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor of City of Cartersville.

WITNESS my hand and official signature, this the _____ day of _____, 20____.

BY: _____
CITY CERK

CITY OF CARTERSVILLE GAS ELA PLAN SHEET

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
--

Contracting Entity: GAS FACILITIES
 Address: STP00-0002-00 (626), PI # 0002626, Bartow County
 Contract No. and Name: CITY OF CARTERSVILLE-GAS

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

 E-Verify / Company Identification Number

 Signature of Authorized Officer or Agent

 Date of Authorization

 Printed Name of Authorized Officer or Agent

 Title of Authorized Officer or Agent

 Date

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

____ DAY OF _____, 201__

 Notary Public

[NOTARY SEAL]

My Commission Expires: _____



City of Cartersville

City Council Meeting
5/1/2014 7:00:00 PM
Mission Road Gravity Sewer Replacement – Phase I

SubCategory:	Change Order
Department Name:	Water
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Bob Jones DATE: May 1, 2014 SUBJECT: Change Order No. 1 Mission Road Gravity Sewer Replacement – Phase I City Council approved the Mission Road Gravity Sewer Replacement - Phase I project on 09/05/2013 in the amount of \$66,727.10. Two issues arose during Phase I construction that resulted in this change order. First, an unknown storm drain catch basin was damaged/discovered during work in Etowah Drive. This basin was not shown on GIS or the project plans. The basin had to be reconstructed as a result of the damage it incurred during excavation. Second, an existing manhole and associated piping which is shown on the 1916 existing sewer system plans failed. The failed manhole was not part of the original scope of work and had to be replaced Storm Drain Catch Basin \$8,620.00 Manhole & Piping \$17,065.00 TOTAL: \$25,685.00 The Water Department recommends approval of this change order to the project. This change will bring the total Phase I project cost to \$92,412.10. This is a bond funded project. All E-Verify and SAVE documentations were submitted with the original bid and are on hand.
City Manager's Remarks:	Your approval of this change order is recommended.
Financial/Budget Certification:	This is a bond funded project.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

5/1/2014 7:00:00 PM

WTP - #2 High Service Pump Change Order 1: Bronze Packing Sleeve Replacement

SubCategory:	Change Order
Department Name:	Water Dept
Department Summary Recommendation:	On 3/6/14 Council authorized the repair of bearings and seals on the "Number 2" high service pump (#2HSP) by PMC – Cole Electric in the amount of \$6,187.50. During that repair, PMC noted additional damage to the bronze packing sleeves that was unknown at the time. This is the primary treated water pump used at the plant. It is our smallest high service pump that allows us to save on electricity cost rather than running the larger pumps to meet low/moderate demand. We are spending approximately \$100 per day more to pump water than necessary while this pump is down. PMC has quoted a price to fabricate and replace the packing sleeves for an additional \$5,428.00. This would bring the total repair cost to \$11,615.50 The Water Department recommends approval of this change order for PMC-Cole Electric an additional \$5,428.00.
City Manager's Remarks:	Your approval of this change order is recommended.
Financial/Budget Certification:	This will be paid from the maintenance budget.
Legal:	
Associated Information:	

Quote

240 Industrial Park Drive
Forsyth, Georgia 31029
Phone: 478-994-2848
Fax: 478-994-6857

www.pmc enterprises.com

Customer ID

00232

Attn

Brandon Smith

Quote Date

4/22/2014

cc

Quote Number

2FRQ10140

Job Number

2FR10293

Quote By: Walter Alexander

PO #:

RFQ #:

Salesperson: Everett Wigley

Phone: (678) 721-5474

Fax: (678) 721-5473

Customer Information

Cartersville, City of
P.O. Box 1390
Cartersville, GA 30120

Ship To Information

Cartersville, City of
P.O. Box 1390
Cartersville, GA 30120

Nameplate Information

ID 2FM10278

Rating HP

Quote Information

Reason For Repair: WDM pump has bearing failure on ODE of shaft

Required Work: ADDITIONAL REPAIR WORK SCOPE FOR 2FRQ10134:

- Sand Blast Old Coating off of Impeller to Reveal Cracks and Holes
- Fabricate new Bronze Packing Sleeves
- Fabricate and Install New Packing Sleeve Nuts
- Repair Cracks and Hole Metal Epoxy
- Ceramic Coat Impeller

Terms: Net 30

Pick Up On

Lead Time

Total Price

Repair Based on Straight Time:

2 Weeks

5,428.00

Repair Based on Overtime:

Return, not Repaired:

Quote is valid for 30 days

EXTRA WORK
QUOTE

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

QF20.0-1 Rev. 2
Item # 10



Photo 1 : #2 High Service Pump - Rotating Assembly



Photo 2: #2 High Service Pump - Bronze Packing Sleeve Pitting and Scoring

Item # 10



Photo 3 : #2 High Service Pump - Bronze Packing Sleeve Wear Grooves & Cracks



Photo 4: #2 High Service Pump - Bronze Packing Sleeve Full Depth Radial Crack

Item # 10



City of Cartersville

City Council Meeting
5/1/2014 7:00:00 PM
Komatsu Pump Station Repair

SubCategory:	Bid Award/Purchases						
Department Name:	Water Department						
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Bob Jones DATE: May 1, 2014 SUBJECT: Komatsu Pump Station Repair Bids for labor only were taken from three local contractors to facilitate repair of the Komatsu sewer lift station located at the end of Main Street. Bid amounts were as follows: <table><tr><td>C.H. Kirkpatrick & Sons</td><td>\$280.00/HR</td></tr><tr><td>T.J. Lyle & Company</td><td>\$300.00/HR</td></tr><tr><td>C&L Contractors, Inc.</td><td>\$365.00/HR</td></tr></table> In early March an issue was detected with the Komatsu lift station. Upon investigation, it was discovered that a leak had developed just outside the wet well in the 6" force main. This leak rendered half the pumping capacity of the lift station useless. City crews attempted to excavate and repair, but were unsuccessful. The pipe was too deep (over 8' to top of pipe) for our equipment and certain electrical controls needed stabilization due to the size of the excavation. Hourly rate bids were requested because the scope of work could not be determined until excavation revealed the problem. Upon excavation a small hole in the top of the force main was discovered. The City supplied repair material from stock and the lift station was returned to service. <u>Total cost for the repair was \$6,690.60 (see attached invoice for details)</u> I recommend approval of the labor charges from C.H. Kirkpatrick in the amount of \$6,690.60. This repair will be paid for from budget (Acct: 505.3320.52.2341 – Maintenance – Sewers).	C.H. Kirkpatrick & Sons	\$280.00/HR	T.J. Lyle & Company	\$300.00/HR	C&L Contractors, Inc.	\$365.00/HR
C.H. Kirkpatrick & Sons	\$280.00/HR						
T.J. Lyle & Company	\$300.00/HR						
C&L Contractors, Inc.	\$365.00/HR						
City Manager's Remarks:	Your approval of payment of the bill from C.H. Kirkpatrick is recommended. Cover Memo						
Financial/Budget	This repair will be paid for from budget (Acct: 505.3320.52.2341 – Maintenance – Sewers). Item # 11						

Certification:	– Maintenance – Sewers).
Legal:	
Associated Information:	

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



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

INVOICE 13907

City of Cartersville
Attn: Ed Mullinax

DATE 4/10/2014

TERMS Net 30

JOB NAME

770-387-5697

7-606-2386

QTY	U/M	DESCRIPTION	RATE EACH	AMOUNT
		LIFT STATION REPAIR @ ENTRANCE TO KOMATSU		
11	HRS	CREW TIME (4-8-14) 6:30 A.M. - 6:30 P.M.	280.00	3,080.00
9.5	HRS	CREW TIME (4-9-14) 6:30 A.M. TO 5:00 P.M.	280.00	2,660.00
3	HRS	CREW TIME (4-10-14) 6:30 A.M. TO 9:30 A.M.	280.00	840.00
20	LF	2" ANGLE IRON WITH ANCHOR BOLTS (FOR BRACE FOR CONTROL PANEL BOLTED TO TOP OF WET WELL)	3.28	65.60
1	LS	GRASSING MATERIALS	45.00	45.00
A FINANCE CHARGE OF 1 1/2% PER MONTH CHARGED ON INVOICES OVER 30 DAYS OLD. ATTORNEYS FEES WILL BE CHARGED IF NECESSARY FOR COLLECTION.			Balance Due	\$6,690.60

Item # 11

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



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

March 6, 2014

City of Cartersville Water
Attn: Bob Jones
Ed Mullinax

We are pleased to quote the line repair on sewer line at the entrance to Komatsu and Main Street. Hourly price listed below and all materials to be furnished by City of Cartersville.

1	Crew Trucks with Tools
1	Excavator
3	Laborers
1	Trench Box
1	Tripod & Confined Space Equipment (if required)

Hourly Crew Time @ \$280.00 per hour

NOTE: Mobilization is included in hourly crew time.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Kirkpatrick".

Tim Kirkpatrick

Bob Jones

From: Terry Jordan
Sent: Friday, March 07, 2014 10:40 AM
To: Bob Jones
Subject: Fwd: Hourly Rate

Sent from my iPhone

Begin forwarded message:

From: Kirk Culler <kirk@tjlyleco.com>
Date: March 7, 2014 at 10:38:10 AM EST
To: <tjordan@cityofcartersville.org>
Subject: Hourly Rate

Terry;
Per your conversation with Tony, TJL's hourly rate for the job ya'll
discussed will be 300.00 / Hr.
Thanks.
Kirk.

Kirk Culler
T. J. Lyle & Company Inc.
770-607-0164 - Ph.#
770-607-0593 - Fax #
678-410-7373 - Cell #

C&L Contractors, Inc.

228 Braswell Path · Dallas, GA · 30132

Office: 770.505.6977 · Fax: 770.443.5153 · cmcclcontractors@att.net

Job Name: Main St. Komatsu Pump Sta. Repair

Date: 2/14/2014

Contact: Chris Corley

Contact #: (678)873-2845

Bid Proposal Items

Item No.	Item Description	Est. Qty.	Pay Unit		Unit Cost		Total Item Amount
1	Labor and Equipment to repair force main, Daily Rate	1.00	Day		\$ 3,650.00		\$ 3,650.00
2							
3							
4							
5							
Work to be performed on exterior of wetwell. Excludes Jack hammering, confined space entry, wetwell entry, etc. This quote includes labor/equipment only, all materials required to be provided by others. Final billing to be based on total days worked.							
						Total Quote	\$ 3,650.00

*10 HR DAY =
\$365 / HR*