



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 – 4/17/2014
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 3, 2014 (Pages 1-7)

[Attachments](#)

B. First Reading of Ordinances

1. Wine Specialty Shops (Pages 8-12)

[Attachments](#)

2. Ordinance Revision Adult Entertainment (Pages 13-17)

[Attachments](#)

C. Bid Award/Purchases

1. Dump Bed for 2014 Truck Chassis in Parks and Recreation Dept. (Pages 18-20)

[Attachments](#)

2. 60" Commercial Mower 2014 for Parks and Recreation Dept. (Pages 21-24)

[Attachments](#)

3. Fiber Optic Cable (Pages 25-26)

[Attachments](#)

D. Resolutions

1. 1998 GMA Lease Pool (Pages 27-35)

[Attachments](#)

E. Change Order

1. Change Order - Etowah River Emergency Pump Station – Phase I (Pages 36-39)

[Attachments](#)

F. Engineering Services

1. Engineering Services Agreement and Task Order #1 - Peoples & Quigley (Pages 40-46)

[Attachments](#)

G. Other

1. Habitat for Humanity Quitclaim Deed- 22 and 24 Martin Luther King Drive (Pages 47-48)

[Attachments](#)

H. Monthly Financial Statement

1. February 2014 (Pages 49-53)

[Attachments](#)

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



City of Cartersville

City Council Meeting
4/17/2014 7:00:00 PM
April 3, 2014

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

City Council Meeting
 10 N. Public Square
 April 3, 2014
 8:00 A.M. – Work Session 9:00 A.M.

I. Opening Meeting

Invocation by Seth Plimpton

The National Anthem was sung by Morgan and Maya Jones of Cartersville High School

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. David Archer, City Attorney and Connie Keeling, City Clerk were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. March 20, 2014

A motion to approve the March 20, 2014 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

B. Swearing in of Civic Youth Day Officials

Mayor Santini welcomed the students from Cartersville High and Excel Academy to the City Council Meeting and called them forward for Catheryn Hembree, Deputy City Clerk to administer the oath of office to the Civic Youth Day Officials.

C. Appointments

1. Historic Preservation Commission

Randy Mannino, Planning and Development Director stated that there are three vacancies to the Historic Preservation Commission and recommended the appointment of Ron Goss, Lynn Pritchett, and Vandi White to fill the expired terms of past members Floyd Braid, Susan McLeod, and Leila Johnson. HPC members serve three-year terms with staggered terms; therefore the term for Vandi White would expire September 2015 and the terms for Ron Goss and Lynne Pritchett would expire September 2016. Mr. Mannino recommended approval of the appointments.

A motion to approve the candidates as presented was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

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

1. 1. File ZMA14-1: Zoning Map Amendment application by City of Cartersville to re-adopt the Official Zoning Map of the City of Cartersville

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this is an application by the City of Cartersville to re-adopt the Official Zoning Map. This process will update the map to show changes in zoning for properties that have occurred since the map was last adopted in January 2013 and the Planning Commission has recommended approval.

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

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

2. 2. File Z14-01: Rezoning application by Kimberly Johnston to rezone property at 7 South Bartow Street (approximately 0.17 acres) from R-7 (Single Family Residential) to P-S (Professional Services).

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that the subject tract includes a single-family residence built in approximately 1940, located at 7 South Bartow Street. The property is currently zoned R-7 (Single Family Residential) and is also in the Cherokee-Cassville Historic District. The applicant proposes to rezone the property to P-S (Professional Services) so that she could use the structure as a mortgage office. Mr. Mannino stated that staff has no objections, there have been no changes or additions since the first reading and the Planning Commission has recommended approval.

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

A motion to approve Ordinance No. 08-14 was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 08-14
Petition No. Z14-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Robert Steinart. Property is located 7 South Bartow Street. Said property contains 0.17 acres located in the 4th District, 3rd Section, Land Lot(s) 483 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-7 (Single Family Residential) to P-S (Professional Services). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of March 2014.

ADOPTED this the 3rd day of April 2014. Second Reading.

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

ATTEST:

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

E. Other

1. Georgia DCA PlanFirst Program Application

Randy Mannino, Planning and Development Director stated that Cartersville, along with other Georgia communities, has been invited to apply to be designated by the Georgia Department of Community Affairs as a PlanFirst Community. PlanFirst is DCA's new program to recognize and reward communities that demonstrate an established pattern of successfully implementing their comprehensive plan. Incentives provided to those achieving PlanFirst designation include statewide recognition; the ability to apply for federal CDBG funding annually; bonus points on DCA programs such as the Redevelopment Fund or Employment Incentive Program and more. Mr. Mannino stated that there is one application round each year, with applications due May 15. PlanFirst designation lasts for three years, and communities may reapply to extend access to the incentives. Mr. Mannino stated that as an incentives program,

there are no additional DCA requirements if Cartersville is designated as a PlanFirst Community. Mr. Mannino stated that Planning and Development has prepared an application to Georgia DCA and recommended approval to submit the information and authorize the Mayor to sign any and all documents associated with the application.

A motion to approve the PlanFirst Program Application and the Mayor's Signature was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

2. Urban Redevelopment Plan Quarterly Update

Randy Mannino, Planning and Development Director stated that this item serves as a quarterly update to the Urban Redevelopment Plan as required in the plan adopted by Mayor and Council in 2010. This update includes information on North Town owner-occupied housing renovation project and the April 26 Ray Southern Memorial ATCO Cleanup and Festival.

NO ACTION REQUIRED

F. Contracts/Agreements

1. Academy Sports Water Line Extension

Keith Lovell, Assistant City Attorney stated that this is a maintenance agreement with Light Delaware, LLC for Academy Sports water line extension. Mr. Lovell stated that this is a basic maintenance agreement that the City holds developers to on all water line extensions and recommended approval.

A motion to approve agreement with Light Delaware, LLC was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

G. Change Order

1. McNeilus Truck Body

Tommy Sanders, Public Works Director stated that this change order is for work needed on the truck body for the commercial front loader for which a new cab and chassis was purchased. In the process of removing the truck body to install on the new truck, multiple deficiencies were found that needed repair before installation of the new truck. Mr. Sanders stated that this change order is for \$14,365.38 and is a significant savings over the purchase of a new truck body which would cost over \$100,000.00. Mr. Sanders recommended approval of the change order.

A motion to approve the change order was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

H. Bid Award/Purchases

1. Residential Garbage Cart Purchases

Tommy Sanders, Public Works Director stated that Solid Waste needs to restock residential brown garbage carts and requested bids from several companies. There were two bids returned and Mr. Sanders recommended approval of the low bid from Consolidated Disposal Systems for 400 – 95 gallon brown garbage carts in the amount of \$21,100.00.

A motion to approve the purchase from Consolidated Disposal Systems was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

2. Support Renewal for Bandwidth Shaper

Dan Porta, Assistant City Manager stated that this is the annual support renewal of the Allot Bandwidth Shaper in the amount of \$5,875.72. Mr. Porta stated that this device allows the city to provision internet bandwidth levels for Fibercom customers and city departments and recommended approval.

A motion to approve the Support Renewal for the Bandwidth Shaper was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

(Items 3-5 were voted as one motion)

3. Data Conversion Software for GIS

Dan Porta, Assistant City Manager stated that this bid is for the purchase of FME Software from Safe Software in the amount of \$9,500.00. This is multi-format data conversion software that converts different types of data into a GIS friendly format. Mr. Porta recommended approval.

4. ESRI Developer Subscription Software

Dan Porta, Assistant City Manager stated that this item is for the purchase of ESRI Developer Subscription software, which will allow more security access to the city's Arc GIS online maps. The additional security is needed to ensure the city's maps are protected. Mr. Porta recommended approval of this purchase at a cost of \$2,400.00.

5. Plotter for GIS

Dan Porta, Assistant City Manager stated that the current plotter that GIS is using is ten years old and past manufacturer life expectancy and parts are no longer available. Mr. Porta recommended approval to purchase a new plotter and ink cartridges in the amount of \$9,439.49.

A motion to approve all three items as presented was made by Council Member Pruitt and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

6. Property and Casualty Insurance – Additional Premium

Dan Porta, Assistant City Manager stated that when the city renewed the annual property and casualty insurance for fiscal year 2013-14, the new automobiles, property and equipment schedules were being updated. After providing One Beacon Insurance Company with the updated records for new purchases, there was an additional insurance premium of \$5,557.00. Mr. Porta recommended approval of this additional premium.

A motion to approve the cost of the additional premium was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

7. Senior Aquatic Center – PoolPack Compressor Replacement

Greg Anderson, Parks and Recreation Superintendent stated that the Senior Aquatic Center PoolPack compressor #1 has stopped working. Honeywell, the PoolPack representative gave a quote of \$8,820.00 to replace and install the new compressor and offered and extended warranty to 5-years for an additional \$724.00 for a total price of \$9,544.00. Mr. Anderson stated that the work was completed on an emergency basis and recommended approval of the new compressor and extended warranty.

A motion to approve the cost of repairs and extended warranty as presented was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
4/17/2014 7:00:00 PM
Wine Specialty Shops

SubCategory:	First 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 these two ordinances 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
4/17/2014 7:00:00 PM
Ordinance Revision Adult Entertainment**

SubCategory:	First 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 these revisions 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

4/17/2014 7:00:00 PM

Dump Bed for 2014 Truck Chassis in Parks and Recreation Dept.

SubCategory:	Bid Award/Purchases									
Department Name:	Parks and Recreation									
Department Summary Recommendation:	Quotes were solicited for a dump bed for the 2014 truck chassis that Parks and Recreation previously ordered. Only two quotes were received. I recommend the low quote from Ingram Truck Body in the amount of \$7,550.00 for this budgeted item. <table><thead><tr><th><u>Vendor</u></th><th><u>Price</u></th><th><u>Specs</u></th></tr></thead><tbody><tr><td>Ingram Truck Body</td><td>\$7,550.00</td><td>Meet Specs</td></tr><tr><td>H & M Trailers</td><td>\$9,090.00</td><td>Meet Specs</td></tr></tbody></table>	<u>Vendor</u>	<u>Price</u>	<u>Specs</u>	Ingram Truck Body	\$7,550.00	Meet Specs	H & M Trailers	\$9,090.00	Meet Specs
<u>Vendor</u>	<u>Price</u>	<u>Specs</u>								
Ingram Truck Body	\$7,550.00	Meet Specs								
H & M Trailers	\$9,090.00	Meet Specs								
City Manager's Remarks:	Your approval of low bid as outlined above is recommended.									
Financial/Budget Certification:	This is a budgeted item and will be added to the cost of the cab and chassis and will be with lease pool funds.									
Legal:										
Associated Information:										



1079 OLD CANTON ROAD / P.O. Box 306 / Ball Ground, GA 30107

PHONE # 770-735-3000 FAX # 770-735-2270

Contact Ken: ken.itb@live.com / Contact Lanier: lanier@ingramtruckbody.com

QUOTEDATE: 4/7/14CUSTOMER: City of Cartersville RecCONTACT: GordyPHONE: 770-607-6172E-MAIL: gordy@cityofcartersville.orgFAX: 770-387-5624QUOTED BY: Lanier INGRAM

DESCRIPTION		PRICE
2015 Ford F-350, 84" CA, Diesel		
12' Steel Dump with VC516 Electric Hoist		\$5,250.00
42" Solid Headboard w/ Peep Hole		
³ / ₁₆ " Smooth Floor		
24" 2 Piece 11ga Steel Fold Down Sides		\$1,210.00
2 Piece Set In Tailgate		
1 - 2' Tool Box Installed		\$360.00
1 - 3' Tool Box Installed		\$380.00
Heavy Duty Receiver Hitch & 7 Pin Plug		\$350.00
Lights & Mud Flaps		
Painted Black & Installed		
All quotes are subject to ITB inspecting truck for unforeseen problems with installation.		
TAXES NOT INCLUDED IN TOTAL		\$7,550.00
OPTIONS		PRICE
TOTAL OF RECOMMENDED OPTIONS		
GRAND TOTAL		
TAXES NOT INCLUDED IN TOTAL		\$7,550.00

QUOTE BY: LANIER

Item # 4

Cartersville Parks & Recreation Department**PO Box 1390****Cartersville, Ga. 30120****Attn: James Gordy****770-607-6172****e-mail: gordy@cityofcartersville.org****fax: 770387-5624****2 Quotes- one with a lift and one without a lift****2015 Ford F-350, 84" CA, Diesel**

12' Steel Dump with VC516 Electric Holst	6090⁰⁰
42" Solid Headboard w/ Peep Hole	
3/16" Smooth Floor	
24" 2 Piece 11ga Steel Fold Down Sides	1195⁰⁰
2 Piece Set In Tailgate	735⁰⁰
1 - 2' Tool Box Installed	325⁰⁰
1 - 3' Tool Box Installed	395⁰⁰
Heavy Duty Receiver Hitch & 7 Pin Plug	275⁰⁰
Lights & Mud Flaps	75⁰⁰
Painted Black & Installed	
	11,9090⁰⁰

12' Steel Flat	3195⁰⁰
42" Solid Headboard w/ Peep Hole	
3/16" Smooth Floor	
24" 2 Piece 11ga Steel Fold Down Sides	1195⁰⁰
2 Piece Set In Tailgate	735⁰⁰
1 - 2' Tool Box Installed	325⁰⁰
1 - 3' Tool Box Installed	395⁰⁰
Heavy Duty Receiver Hitch & 7 Pin Plug	275⁰⁰
Lights & Mud Flaps	75⁰⁰
Painted Black & Installed	
	6,195⁰⁰

Hand M Trailers



City of Cartersville

City Council Meeting

4/17/2014 7:00:00 PM

60" Commercial Mower 2014 for Parks and Recreation Dept.

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Bids were taken for 60" Zero-Turn Rear-Discharge mower. Seven of the twelve bids did not meet specifications either by having less than the required 27-Horsepower or not having a floating deck. Of the remaining five bids that did meet specifications, I recommend the low bid from Haney Farm & Ranch, Inc. in the amount of \$9,275.00. This is a budgeted item.
City Manager's Remarks:	The bid recommended by staff is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item to be paid from leasepool funds.
Legal:	
Associated Information:	

Page 2, **60" Cut, Zero-Turn, Commercial Mower**

Tires: Front: semi-pneumatic or pneumatic pneumatic
 Rear: Turf tread

Fuel: Gasoline – minimum 12 gal. capacity yes

Seat: Foam padded, high back, spring cushion,
 heavy-duty seat with armrests w/ adjustment yes

Safety Controls: Operator presence controls on seat, deck clutch,
 & parking brake switches, roll-over protection
 w/ seat belt yes

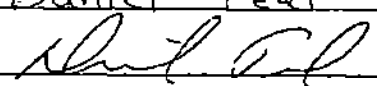
Delivered Price/Date: 9275⁰⁰ 4/6/14

Name/Type & Model: Grasshopper 329B/61"

Engine Model/Type/ HP: 29 HP Big Block Briggs & Stratton

Company: Haney Farm & Ranch, Inc
448 Nathan Dean Pkwy
Rockmart, Ga 30153

Print Name: Daniel Teal

Signature:  Date: 3/26/14

Phone #: 770-684-7277

Item # 5

**2014
Cartersville Parks & Recreation Department
60" Cut, Zero-Turn
Commercial Riding Mower
Quote Request**

Cartersville Parks and Recreation Department invites your company to quote on the following equipment, One – (1) 60" Cut, Zero-Turn – Commercial Mower. Product must be delivered to the Cartersville Parks & Recreation Department; Dellinger Park; 100 Pine Grove Road; Cartersville Georgia 30120, three – (3) weeks after order is placed. Any questions, please call J.S Gordy, 770-607-6172. Quote must be received by 12:00 noon, Thursday March 27th, 2014 to be considered. Quote maybe faxed (770-387-5624), e-mailed gordy@cityofcartersville.org, mailed to (Cartersville Parks & Recreation: P.O. Box 1390; Cartersville GA 30120) or delivered to Dellinger Park Office.

The City reserves the right to reject any or all bids or to accept only that bid which the City deems is in their best interest.

60" Cut, Zero-Turn, Commercial Mower

Minimum Specifications as follows:

Meets Specs. Yes/ No

Engine:	Minimum -- 27 HP, air cooled V-twin 4-cycle vertical shaft OHV Gasoline -- 2 Cylinder Engine or 27 HP Diesel Liquid Cooled (3 cylinders)	<u>Yes 29HP</u>
Electrical:	12 Volt system, ignition switch w/ electric spark ignition switch; hour meter; engine warning light	<u>Yes</u>
Drive System:	Dual hydrostatic, individual pumps power 2 direct drive wheel motors Zero turning radius	<u>yes</u>
Mower Frame:	Welded, heavy-duty steel-tubing w/ internal gusset; 1.5" x 3" x .17" tubing	<u>Yes</u>
Deck:	Floating Deck with foot operated deck height Adjustment or equivalent deck (non-scalping) w/ rear discharge ; Heavy-duty multi-layered or stamped deck deck (min.7/16"thickness), w/ ductile iron, w/ steel shafts & sealed ball bearings; 1" – 5.25" cutting height; 3 – hardened heavy-duty blades	<u>Yes</u>

Item # 5

	Action Rent All	Lost Mountain	Franklin Ford	Action Rent All	Jerry Pate Turf & Irrigation	Haney Farm & Ranch	Rhinehart Equipment	Haney Farm & Ranch	Lowin Equipment & Sales	Taylor Farm Supply	Lowe's	Speed Ag
Engine:	*	*	*	*	*	*	1	1	1	1	1	1
Electrical:	1	1	1	1	1	1	1	1	1	1	1	1
Drive System	1	1	1	1	1	1	1	1	1	1	1	1
Mower Frame	1	1	1	1	1	1	*	1	1	1	1	1
Deck	1	1	1	1	1	1	1	1	1	1	1	1
Tires:	1	1	1	1	1	1	1	1	1	1	1	1
Fuel:	1	1	1	1	1	1	1	1	1	1	1	1
Seat:	1	1	1	1	1	1	1	1	1	1	1	1
Safety Controls:	1	1	1	1	1	1	1	1	1	1	1	1
Price:	\$12,779.00	\$12,827.00	\$8,729.00	\$9,040.00	\$9,279.36	\$9,550.00	\$9,395.00	\$9,275.00	\$9,500.00	\$9,768.86	\$11,549.00	\$13,400.00
Name:	Exmark	Exmark	Toro	Exmark	Toro	Exmark	Kubota	Grasshopper	Bush Hog	Hustler	John Deere	John Deere
Type:	Lazer	LZD5902K06RD	Professional 5000	Lazer	Zmaster	Lazer Z s-series	Zero Turn	3298 61"	Professional Series	Super Z	997	Ztrak
Model:	LZD5902K60RD	Kubota	Kohler	LZ5740EKC60RD	74942	Kohler	Z6327RP-60R	Briggs & Stratton (big block)	P73061KH3	932053	3TNV82A	997
Engine Model:	Kubota	Diesel	CP	Kohler	Kohler	740cc	Kubota		Kohler	Kawasaki	Yanmar	Yanmar
Type:	D902K	D902	EFI	ECV740-EFI	Gas CP EFI	EFI	KG2770		Command Pro	FX850	Diesel	3TNV82A (diesel)
HP:	21.6	23	25	25	25	25	27	29	30	27	31	31
Did not meet specs												
Met or exceeded specs												



City of Cartersville

City Council Meeting
4/17/2014 7:00:00 PM
Fiber Optic Cable

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department needs to replenish stock of 24 count, 36 count and 60 count fiber. Existing inventory has been used for various projects like the Main Street Gateway and Tennessee Street projects and it is now time to restock. The lowest and best quote for fiber cable came from OFS Optics at the following price per foot: 24 count - \$0.3320; 36 count - \$0.3590; and 60 count - \$0.46. I recommend approval of fiber cable purchase up to \$14,000 which will cover the cost of the fiber cable and freight.
City Manager's Remarks:	Your approval of the bid outlined above is recommended.
Financial/Budget Certification:	Funds are available in the Fiber Budget.
Legal:	
Associated Information:	



A quote has been entered by Amanda LeTendre on behalf of Lamar Greeson and IS APPROVED.

If you need to check the status of your quote, please login to the OFS Sales Website.

If you like this quote, you can place this quote as an order with us, otherwise you can create another quote.

Quote Summary

Quote #: 107094
Quote Date: 4/9/2014
Expiration Date: 5/9/2014
Payment Terms: NET 30 DAYS
Freight: Freight PrePaid and Chg
Inco Terms: FOB
Inco Terms 2: DESTINATION

Company: CITY OF CARTERSVILLE (101159)
Address: 1 NORTH ERWIN STREET
CARTERSVILLE, Georgia 30120 USA
Purchaser: Lamar Greeson
Email: lgreeson@cartersvillega.gov
Project Name:

#	Material #	Description	Price		Quantity	Total
1	FP0-132-447-0270	AT-3BE27DT-060-CLCB AT-3BE27DT-060-CLCB_ Double Jkt PowerGuide ADSS Double PE Jkts, Dielectric Central Member ALLWAVE-SM-.35/.31/.25 db/km@1310/1385/1550 CABLE DIAMETER: 13.2mm (0.511 in.) Lead Time: 8-9 WEEKS	\$0.46	1 FT	6,000 FT Min. Qty 3,281 FT	\$2,760.00
2	PF0-132-012-0270	AT-3BE27DT-036-CLCB AT-3BE27DT-036-CLCB_ Double Jkt PowerGuide ADSS Double PE Jkts, Dielectric Central Member ALLWAVE-SM-.35/.31/.25 db/km@1310/1385/1550 CABLE DIAMETER: 13.2mm (0.511 in.) Lead Time: 8-9 WEEKS	\$0.3590	1 FT	15,000 FT Min. Qty 3,281 FT	\$5,385.00
3	PF0-132-013-0270	AT-3BE27DT-024-CLCB AT-3BE27DT-024-CLCB_ Double Jkt PowerGuide ADSS Double PE Jkts, Dielectric Central Member ALLWAVE-SM-.35/.31/.25 db/km@1310/1385/1550 CABLE DIAMETER: 13.2 MM (.520 IN.) Lead Time: 8-9 WEEKS	\$0.3320	1 FT	15,000 FT Min. Qty 3,281 FT	\$4,980.00
Total:						\$13,125.00

Notes:

Stock cables are subject to sale without prior notification.

Quoted lead times are estimates and subject to plant loading at the time of placement.

All outside plant cable orders => \$25,000 shall be freight allowed utilizing standard ground transportation within the continental United States.

OFS will assess a service charge for all shipments requiring flat-bed trucks.

Customer Care Representative

Representative
Amanda LeTendre

Email
aletendre@ofsoptics.com

Phone #
770-828-5392

Item # 6



City of Cartersville

City Council Meeting
4/17/2014 7:00:00 PM
1998 GMA Lease Pool

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	The City has been part of the current GMA Equipment Leasing Program since it was started in 1998. The lease pool program has offered the City and other local governments the opportunity to lease-purchase equipment at very low interest rates. JP Morgan is the current provider of the lease pool swap agreements and per Federal regulations must post collateral equal to the mark-to-market value in the event their credit ratings fall below a minimum level. These funds provide additional security should the bank fail and would make-whole 1998 Lease Pool members for the market value of the swap. JP Morgan's ratings have fallen and requires them to post approximately \$29.5 million in collateral. This collateral will be pledged as security to the pool members based on their shares in the pool. In order to receive and hold this collateral the city must open a Custody Account and execute various agreements in order to be in compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 governing interest rate swap documentation. The city will have to register with the Commodities Futures Trading Commission and pay an annual fee for this registration. Although the city will have to pay an annual fee to be in compliance with Federal regulations and these costs were not previously paid because JP Morgan credit ratings did not fall below the minimum threshold, the overall savings that the Lease Pool program has provided with the extraordinary low interest rates out weigh these costs. The Lease Pool program has provided the city with the ability to replace capital assets that is within annual budget constraints, therefore, I recommend approval of the Resolution and appendix items, Credit Support Annex, Custody Agreement and Bilateral DF Agreement. Note that the attached document is just the Resolution. The appendix items are 50 pages in length and are available for review if needed. The City Attorney has reviewed and approved all documents.
City Manager's Remarks:	Your approval of this item is recommended. Cover Memo
Financial/Budget	Item # 7

Certification:
Legal:
Associated Information:

Resolution No.

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
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk

EXHIBIT A

CREDIT SUPPORT ANNEX

EXHIBIT B
CUSTODY AGREEMENT

EXHIBIT C

BILATERAL DF AGREEMENT



City of Cartersville

City Council Meeting

4/17/2014 7:00:00 PM

Change Order - Etowah River Emergency Pump Station – Phase I

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Bob Jones DATE: April 17, 2014 SUBJECT: Change Order No. 1 Etowah River Emergency Pump Station-Phase I City Council approved the Etowah River Emergency Pump Station – Phase I construction contract with Heavy Constructors, Inc. on 8/16/2012 in the amount of \$508,300.00. During construction field conditions required the following changes: - Upsizing intake piping from 16” to 24” \$7,622.00 - Additional casing cleaning/material removal \$6,363.00 Additionally, during construction the original 48” casing experienced a structural failure at a weld joint. This failure rendered a portion of the existing casing useless as it deformed the casing shape making repair impossible. Due to the failure, it was decided that the entire casing should be replaced as it would permanently house a \$150,000 intake screen. Should it fail again, the screen and casing would both be a total loss. New 48” casing with double the wall thickness of the original casing was selected as a replacement. Every joint was welded by a certified welder and inspected both visually and ultrasonically. These changes resulted in the following additional cost: Replacement 48” x 0.5” casing - \$86,209.00 The failed casing was recovered by the contractor and returned to the City. The undamaged portions of this casing can be used in future projects and represents a recovery of approximately \$20,000 in material. <u>The total additional cost of all changes is \$92,722.55 which is an 18% increase from the original bid price.</u>

Cover Memo

Item # 8

	The Water Department recommends approval of this change order to the project. This change will bring the total project construction cost to \$601,022.55. This is a bond funded project.
City Manager's Remarks:	Your approval of this change order is recommended.
Financial/Budget Certification:	This is a bond funded project.
Legal:	
Associated Information:	



Jacobs Engineering Group Inc.
6801 Governors Lake Parkway
Norcross, Georgia 30071 USA 770.455.8555

CHANGE ORDER NO. 01

TITLE: Change Order Requests COR 01, 02, 03, 04, and 05

OWNER: City of Cartersville

PROJECT: Etowah River Emergency Pump Station Phase 1 Raw Water Intake and Site Piping

DATE: March 24, 2014

Change Order Request COR 01 – Suction Piping Changes

The work consisted in increasing the suction piping size as determined during the review of Submittal 023 / 017516 Test Pump. The increase was from 16" DIP to 24" DIP. Refer to Drawings CU101 and Section B-B Sheet CU501 (Rev 2 dated 02/15/13) issued with COR 03.

Net Cost: \$7,622.00 Time Change: 0 days

Change Order Request COR 02 – Casing Material Removal

Additional diver assistance was required by Heavy Constructors, Inc. prior to inspecting the existing casing to remove debris found at the end and inside the casing. The debris included a tree lodged at the end of the casing and silt and left inside the end of the casing from the jacking operation during the initial installation of the casing.

Net Cost: \$6,363.00 Time Change: 0 days

Change Order Request COR 03 – Casing Replacement

It was mutually agreed to process a change order for Heavy Constructors, Inc. (HCI) to replace the damaged existing casing based on the attached drawings and specification. The intent is to maintain the current design approach by having a Subcontractor push a new casing and displace the old casing into the river. HCI would be compensated for the cost of the material and the Subcontractor. At no cost to the City, HCI would be responsible to support the Subcontractor, remove the old casing from the river with diver assistance, and deliver the old casing to a location to be determined by the City. A time extension will be provided to HCI without compensation on a subsequent PCO. HCI would not seek any delay claims associated with the work.

Net Cost: \$86,209.00 Time Change: 291 days

Change Order Request COR 4 – Casing Vent Pipe

The work consisted in adding 1" copper vent tubing to the casing end on land. It consisted of welding a threadolet with isolation valves and meter box with lid per the detail.

Net Cost: \$632.00 Time Change: 0 days

Change Order Request COR 5 – Allowance Items Not Used

Credit associated with allowance items not used during the project.

Net Credit: -\$8,103.45 Time Change: 0 days

The Original Contract Sum was.....	\$508,300.00
Net Change by Previously Authorized Requests and Changes.....	\$0.00
The Contract Sum Prior to This Change Order was.....	\$508,300.00
The Contract Sum Will be Increased.....	\$92,722.55
	COR 01 \$7,622.00
	COR 02 \$6,363.00
	COR 03 \$86,209.00
	COR 04 \$632.00
	COR 05 -\$8,103.45
The New Contract Sum Including This Change Order.....	\$601,022.55
The Contract Time Changed.....	291 Days
The Date of Completion as of this Change Order Therefore is.....	02/10/2014

These changes in contract scope described in this change order are hereby incorporated into the contract. You are hereby directed to comply with the above noted changes from the contract plans and specifications. The combination of the change in dollar amount and the change in contract period represents the total and final compensation agreed to by the parties for the change in scope covered by this change order.

Change Order CO 01
Page 2

RECOMMENDED BY ENGINEER: Jacobs Engineering Group, Inc.

By: Michael Diaz Digitally signed by Michael Diaz
DN: cn=Michael Diaz, o, ou,
email=michael.diaz@jacobs.com, c=US
Date: 2014.03.24 13:43:18 -04'00'

Date: _____

Michael Diaz .

Title: Contract Administrator Engineer

RECOMMENDED BY CONTRACTOR: Heavy Constructors, Inc.

By: John C. Morris

Date: 3/26/14

Title: Vice-President

ACCEPTED BY OWNER: City of Cartersville

By: Matthew J. Santini

Date: _____

Title: Mayor



City of Cartersville

City Council Meeting

4/17/2014 7:00:00 PM

Engineering Services Agreement and Task Order #1 - Peoples & Quigley

SubCategory:	Engineering Services
Department Name:	Public Works
Department Summary Recommendation:	This item includes a 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. The task order is not to exceed \$7,950.00. This project is funded by the stormwater utility and is a budgeted item. Your approval is recommended.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



PEOPLES & QUIGLEY, INC.
CONSULTING ENGINEERS
 6059 BOYLSTON DRIVE, NE
 SANDY SPRINGS, GEORGIA 30328
 TELEPHONE (404) 255-2650 • FACSIMILE (404) 255-2852

April 3, 2014

Hon. Matt Santini, Mayor
 City of Cartersville
 One North Erwin Street
 PO Box 1390
 Cartersville, GA 30120

Re: City of Cartersville, GA
 Professional Engineering Services

Dear Mayor Santini:

We are pleased to submit this proposal to provide professional engineering services to the City of Cartersville. We understand that you require professional engineering services in connection with various projects. Our future work will be defined in specific Work Orders that will be submitted by us and accepted by you. The Work Orders will describe each individual project, list specific tasks to be completed by us and details of our fee understanding, and provide a schedule to complete the work.

Peoples & Quigley, Inc. proposes to render professional engineering services including Studies, Design, assistance with Bidding, Construction Contract Administration, and additional services as required. Services to be performed by Peoples & Quigley, Inc. are set forth in more detail in the General Provisions attached hereto and made part hereof by this reference.

Services will be provided on the basis of payroll costs times a factor of 2.1 for services rendered by our employees engaged directly on the project, plus reimbursable expenses. The above financial arrangements are based on prompt payment of our invoices each month.

We will start our services upon receipt of your acceptance of this proposal and the initial work order which is attached.

This letter and the attached General Provisions represent the entire understanding between you and us with respect to the Project and may not be modified except in writing signed by us.

If this Letter Agreement satisfactorily sets forth your understanding of our agreement, please return one signed copy to us and keep the other for your records.

Item # 9



PEOPLES & QUIGLEY, INC.
 CONSULTING ENGINEERS
 6059 BOYLSTON DRIVE, NE
 SANDY SPRINGS, GEORGIA 30328
 TELEPHONE (404) 255-2650 • FACSIMILE (404) 255-2852

Hon. Matt Santini
 April 3, 2014
 Page 2 of 2

Thank you for this opportunity to serve the City of Cartersville, GA. If you have any questions or need additional information, please call us.

Very truly yours,

PEOPLES & QUIGLEY, INC.

Christopher D. Quigley, PE
 Vice President

Attachments: General Provisions (3 pages)
 Work Order – Carter Street Detention Facility (1 page)

Accepted this _____ day of _____, 2014:

CITY OF CARTERSVILLE, GA

 Matt Santini (Mayor)

Attested:

 Connie Keeling (City Clerk)

DEV-01E-89A LA Cartersville

Item # 9

GENERAL PROVISIONS

Attached to and made part of the Letter Agreement dated April 3, 2014 between **CITY OF CARTERSVILLE, GA** (OWNER) and **PEOPLES & QUIGLEY, INC.** (ENGINEER) in respect to the work described in the Letter Agreement.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

- 1.1.1. ENGINEER, serving as OWNER'S professional engineering representative for the project or projects shall perform professional services consisting of civil and environmental engineering, including other engineering services customary and incidental thereto.

1.2. Studies Phase

ENGINEER shall:

- 1.2.1. Consult with OWNER to clarify the scope and define OWNER'S requirements for each project. Prepare preliminary documents consisting of reports, conceptual design criteria, and preliminary drawings or exhibits, as appropriate.
- 1.2.2. Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3. Act as OWNER'S representative in connection with any such services.
- 1.2.3. Review available data and provide analyses of OWNER'S needs; provide a general economic analysis of various alternatives and information necessary to file applications for financing appropriate for the projects, as appropriate.
- 1.2.4. Provide reports, recommendations and other general consultation and advice relative to the projects, as appropriate.

1.3. Design Phase

ENGINEER shall:

- 1.3.1. On the basis of accepted preliminary documents accepted by the OWNER, prepare Drawings and Specifications to show the character and extent of each project suitable for approvals, bidding, and construction.
- 1.3.2. Coordinate the design with government authorities having jurisdiction to approve the design and assist OWNER in consultations with appropriate authorities.
- 1.3.3. Prepare contract documents (project manual & drawings) for each project for review and approval by OWNER and/or legal counsel.
- 1.3.4. Furnish five (5) copies of the above documents and review them with the OWNER.

1.4. Bidding Phase

ENGINEER shall:

- 1.4.1. Assist OWNER in obtaining bids or negotiating proposals for construction, materials, equipment and services to be performed by Contractor(s) in connection with each Project.
- 1.4.2. Attend the bid openings and assist OWNER in evaluating bids or proposals; prepare and submit tabulations of bids; assist in assembling contract documents, and make award recommendations.
- 1.4.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5. Construction Phase

ENGINEER shall:

- 1.5.1. Act as OWNER'S representative in accordance with the Standard General Conditions of the Construction Contract.
- 1.5.2. Furnish baseline, alignment, and benchmark surveys in accordance with conditions prescribed in the Contract Documents.
- 1.5.3. Make visits to the site or sites at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- 1.5.4. Review Contractor's construction schedule.
- 1.5.5. Review Contractor's schedule of values.
- 1.5.6. Review Shop Drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit.
- 1.5.7. Issue instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents, prepare and submit change orders as required.
- 1.5.8. Review monthly and final applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend payments to Contractor(s) as appropriate.
- 1.5.9. If requested by the OWNER, provide a Project Resident Representative under ENGINEER'S supervision to provide more complete on-site observation of Contractor(s) work. The Project Resident Representative shall be paid for as an Additional Service of the ENGINEER. Item # 9

- 1.5.10. After construction has been completed, show field changes made during construction on record drawings in conformance with information furnished by Contractor(s) and provide OWNER with three copies of record drawings.
- 1.5.11. The ENGINEER shall not be responsible for: (a) Making exhaustive, continuous or detailed on-site inspections to check the quality or quantity of the work; supervision, direction, or control of contractor(s) work or for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s); the failure of Contractor(s) to perform the construction work in accordance with the Contract Documents; or, (b) The acts or omissions of any Contractor, or subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s) or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s) work.

SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

- 2.1. Normal and customary engineering services do not include services in respect of the following categories of work which are usually referred to as Additional Services. If OWNER wishes ENGINEER to perform any Additional Services, he shall so instruct ENGINEER, and ENGINEER will be paid therefore as Additional Services. Additional Services include:
- 2.1.1. Services resulting from significant changes in the extent of the project or projects, or OWNER's schedule; major changes in documentation previously accepted by OWNER where changes are due to causes beyond ENGINEER's control; prolongation of the contract time by more than 60 days; or default by Contractor(s).
- 2.1.2. Preparation and filing of applications for financing of any project.
- 2.1.3. Providing field surveys for staking out the work for Contractor(s); or for "as-built" or record drawings.
- 2.1.4. Preparation or review of environmental assessments and impact statements, and assistance in obtaining the approval of authorities with such jurisdiction over any project.
- 2.1.5. Preparation of operation and maintenance manuals, extensive assistance in the utilization of any equipment or system, and training of personnel for operation and maintenance.
- 2.1.6. Preparation to serve or serving as a consultant or witness for OWNER to any litigation, public hearing, or other legal or administrative proceeding.
- 2.1.7. Resident Project Representative services during construction.

- 2.1.8. Obtaining US Army Corps of Engineers permits, if required, for disturbance of wetlands, and other related matters.
- 2.1.9. Services during out-of-state travel required of the ENGINEER.
- 2.1.10. Services normally furnished by the OWNER or not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide all criteria and full information as to OWNER's requirements for the project or projects; make available pertinent existing data; make known any special or extraordinary considerations or special services needed; designate a person to act with authority on OWNER's behalf in respect of all aspects of the project or projects; examine and respond promptly to ENGINEER's submissions; and give prompt notice to ENGINEER whenever any defect in the work is observed or otherwise becomes known.
- 3.2. Advise ENGINEER in writing at an early date if there are budgetary limitations for any project and employ an independent cost estimator if formal cost estimates are required.
- 3.3. Whenever required and authorized by the OWNER, upon recommendation of the ENGINEER, furnish and pay for analytical laboratory services, geotechnical investigations, subsurface explorations; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning and deed restrictions; all of which ENGINEER may rely upon in performing his services. Payment for such services shall be made by OWNER directly to the provider(s) of the services.
- 3.4. Furnish approvals and permits from all governmental authorities having jurisdiction over any project and pay any applicable sales or other tax on services of ENGINEER in the manner and amount required by law.

SECTION 4 - MEANING OF TERMS

- 4.1. This Agreement includes the Letter Agreement between OWNER and ENGINEER to which these General Provisions are attached and any amendments executed under the agreement, all as if they were part of one and the same document.
- 4.2. Payroll Costs shall be defined as salaries and wages paid to all ENGINEER's personnel engaged directly on a project including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus 30% for the cost of customary and statutory benefits including, but not limited to, social security, unemployment, and other payroll taxes, health and retirement benefits; sick leave; vacation and holiday pay; and other group benefits.

Item # 9

- 4.3. Direct non-payroll expenses (reimbursable expenses) shall be defined as the actual expenses incurred directly or indirectly for transportation and subsistence incidental thereto; computer and CADD service charges; toll telephone calls; postage; delivery; reproduction; and costs for consultants and subcontractors, if any, and other similar project related expenses.
- 4.4. Project Construction Cost shall be defined as amounts earned by the Contractor(s), exclusive of penalties, for completed construction work including a reasonable allowance for Contractor's overhead and profit, and any force account work done by the OWNER of work designed by the ENGINEER. For work not constructed, the Project Construction Cost shall be defined as the lowest bona fide bid, or if no bid is received, the ENGINEER's latest Opinion of Probable Construction Cost. Specifically exempt from the amount to which the fee percentage is applicable are items such as land, legal fees, administrative costs, and payments to the ENGINEER.

SECTION 5 - MISCELLANEOUS

- 5.1. All documents, including Reports, Drawings and Specifications, prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the individual Projects. They are not suitable for reuse by OWNER or others on extensions of a Project or on any other project. Any reuse without written verification or adaptation by ENGINEER will be at OWNER's sole risk. All Documents prepared by the ENGINEER are not intended to be used by any third party. Any warranty expressed or implied is not intended to extend to any third party. Nothing herein shall be construed to give any rights or benefits to anyone other than the OWNER and ENGINEER.
- 5.2. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ENGINEER and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from (a) the performance of the work by the OWNER, the Contractor(s) and subcontractors, or the design of the project by the OWNER and its agents and employees.
- 5.3. Opinions of probable costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent his professional judgment as an experienced and qualified professional engineer; but ENGINEER cannot and does not guarantee that proposals, bids, or any actual project or Construction Costs will not vary from opinions of probable cost prepared by him. If the OWNER wishes greater assurance as to the construction cost, the OWNER shall employ an independent cost estimator.
- 5.4. If OWNER fails to make any payment due ENGINEER for services within sixty days after receipt of ENGINEER's bill, the amounts due ENGINEER shall include a charge at the rate of 1-1/2% per month and ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full.
- 5.5. This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination.
- 5.6. OWNER and ENGINEER each binds itself and its successors, and assigns to the other party of this Agreement and to successors and assigns of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 5.7. It is understood that under "Construction Phase Services" and "Resident Project Representative" services during construction the ENGINEER will endeavor to protect the OWNER against defects and deficiencies in the work of the Contractor(s), but the ENGINEER does not guarantee the Contractor(s)' performance, nor does the ENGINEER assume any duty to supervise construction and safety procedures followed by any Contractor(s) or subcontractor(s) and/or their respective employees or by any other person at the job site; nor any liability to the Contractor(s), subcontractor(s), their employees or any other person; nor for any public liability of property damage caused through acts of the Contractor(s), subcontractor(s), their employees, or any other person.
- 5.8. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.
- 5.9. This Agreement shall be governed by the laws of the State of Georgia.
- 5.10. IMMIGRATION REFORM COMPLICATE REQUIREMENT: During the entire duration of this Agreement, ENGINEER and all subcontractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia Code §13-10-91 and §50-36-1.
- 5.11. INDEPENDENT CONTRACTOR: ENGINEER shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute ENGINEER or any of its agents or employees to be the agent, employee, or representative of OWNER.

SECTION 6 - LIMITATION OF LIABILITY

- 6.1. The OWNER agrees that, to the fullest extent permitted by law, the ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$50,000 or the amount of fee paid, whichever is less. Such causes include but are not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Item # 9



PEOPLES & QUIGLEY, INC.
 CONSULTING ENGINEERS
 6059 BOYLSTON DRIVE, NE
 SANDY SPRINGS, GEORGIA 30328
 TELEPHONE (404) 255-2650 • FACSIMILE (404) 255-2852

CITY OF CARTERSVILLE, GA

CARTER STREET DETENTION FACILITY

WORK ORDER

ATTACHMENT TO LETTER AGREEMENT DATED April 3, 2014 FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN **CITY OF CARTERSVILLE, GA** (OWNER) AND **PEOPLES & QUIGLEY, INC.** (ENGINEER).

It is hereby agreed that the work described below is added as an individual Project under the terms and conditions of the Agreement between us.

Specific tasks:

1. Perform boundary and topographic survey of OWNER's parcels at 118, 120, & 122 Carter Street. The boundary survey will be completed by Smith & Smith Land Surveyors.
2. Prepare Hydrology Study for the drainage basin to the site. OWNER will provide GIS data for drainage basin analysis.
3. Prepare Grading Plan for the site to maximize the volume provided by the detention facility. Site disturbance will be less than 1.0 acre, therefore Land Disturbance Permit is not required. Construction will be by OWNER forces, therefore bidding and construction phase services are not included.

Fee Understanding: Total fee for the Work will not exceed \$7,950. Invoice monthly for hourly labor costs plus reimbursable expenses.

Schedule: Submit "draft" Hydrology Study and Grading Plan to OWNER within 60 days of receipt of signed Work Order.

Submitted: April 3, 2014

Accepted: _____, 2014

PEOPLES & QUIGLEY, INC.

CITY OF CARTERSVILLE, GA

Christopher D. Quigley (Vice President)

 Matt Santini (Mayor)

Attested:

 Connie Keeling (City Clerk)



City of Cartersville

City Council Meeting

4/17/2014 7:00:00 PM

Habitat for Humanity Quitclaim Deed- 22 and 24 Martin Luther King Drive

SubCategory:	Other
Department Name:	Finance/Legal
Department Summary Recommendation:	The attached quitclaim deed needs to be approved and signed conveying ownership of 22 and 24 Martin Luther King Drive to the Bartow Area Habitat for Humanity. The houses were completed some time ago and the deed was overlooked at the time of closing on the properties and now needs to be addressed.
City Manager's Remarks:	Your approval of the quit claim deed outlined above is recommended.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	

Return Recorded Document to:
Tilley, Deems, Helton & Trotter, LLC
319 East Church Street
P.O. Box 2943
Cartersville, Georgia 30120

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF BARTOW

FILE #: 314-288 & 314-289

THIS INDENTURE, Made the _____ day of **March, 2014**, between **City of Cartersville, a municipal corporation of the state of Georgia** of the County of Bartow, and the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Bartow Area Habitat for Humanity, Inc.** of the County of Bartow, and the **State of Georgia**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT TRACT OR PARCEL OF LAND lying in the City of Cartersville and being in Land Lot 339 of the 4th District, 3rd Section of Bartow County, Georgia; and being that certain 0.189 acres (8,217 square feet), as per plat recorded in Plat Book 73, Page 98, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof. Being presently known as 22 Martin Luther King Drive, Cartersville, GA 30120.

ALL THAT TRACT OR PARCEL OF LAND lying in the City of Cartersville and being in Land Lot 339 of the 4th District, 3rd Section of Bartow County, Georgia; and being that certain 0.189 acres (8,218 square feet), as per plat recorded in Plat Book 73, Page 98, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof. Being presently known as 24 Martin Luther King Drive, Cartersville, GA 30120.

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

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

City of Cartersville, a municipal corporation of
the state of Georgia

Signed, sealed and delivered in the
presence of:

_____(Seal)

(Unofficial witness)

_____(Seal)

(Notary Public)



City of Cartersville

City Council Meeting
4/17/2014 7:00:00 PM
February 2014

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the February 2014 financial report along with the supplemental financial report and the cash position report for the same time period.
City Manager's Remarks:	Tom R. will present the information included under this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of February 28, 2014

T1 # waip

		FY 2012 - 13 MONTH OF February-13	FY 2013 - 14 MONTH OF February-14	FY 2012 - 13 Year to Date February-13	FY 2013 - 14 Year to Date February-14	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLDST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,904,506	\$2,086,246	\$14,940,075	\$15,673,196	68.94%
EXPENDITURE		\$1,601,009	\$1,577,353	\$14,811,470	\$16,469,885	72.45%
Gen. Fund Net Profit (Loss)		\$303,497	\$508,893	\$128,605	(\$796,689)	
WATER & SEWER						
REVENUE		\$987,863	\$1,159,258	\$8,960,084	\$9,265,148	45.32%
EXPENDITURE		\$1,181,470	\$1,549,267	\$8,987,964	\$10,411,072	50.93%
Wtr. & Swr. Fund Net Profit (Loss)		(\$193,607)	(\$390,009)	(\$27,880)	(\$1,145,924)	
GAS						
REVENUE		\$2,554,698	\$3,757,940	\$13,159,489	\$16,369,826	64.35%
EXPENDITURES		\$1,751,983	\$3,005,662	\$12,819,953	\$16,159,069	63.52%
Gas Fund Net Profit (Loss)		\$802,715	\$752,278	\$339,536	\$210,757	
ELECTRIC						
REVENUE		\$3,581,165	\$3,740,396	\$30,342,669	\$30,628,293	65.25%
EXPENDITURES		\$3,634,966	\$3,657,007	\$29,515,414	\$29,460,758	62.76%
Electric Fund Net Profit (Loss)		(\$53,801)	\$83,389	\$827,255	\$1,167,535	
STORMWATER						
REVENUE		\$245,946	\$108,856	\$985,954	\$916,941	65.40%
EXPENDITURE		\$75,364	\$82,091	\$982,605	\$660,235	47.09%
Stormwater Fund Net Profit (Loss)		\$170,582	\$26,765	\$3,349	\$256,706	
SOLID WASTE						
REVENUE		\$177,690	\$178,074	\$1,390,792	\$1,413,843	63.70%
EXPENDITURE		\$170,604	\$155,039	\$1,604,510	\$1,475,086	66.46%
Solid Waste Fund Net Profit (Loss)		\$7,086	\$23,035	(\$213,718)	(\$61,243)	
FIBER OPTICS						
REVENUE		\$134,930	\$137,265	\$1,074,674	\$1,143,334	68.64%
EXPENDITURE		\$136,127	\$99,085	\$970,093	\$986,550	59.22%
Fiber Fund Net Profit (Loss)		(\$1,197)	\$38,180	\$104,581	\$156,784	

	Description	Through 2-28-14	FY 2014 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$15,673,196	\$22,733,825	68.94%
	GO Bond Proceeds from School	\$1,276,350	\$1,487,450	85.81%
	Property Taxes-City Portion Only	\$1,296,166	\$1,260,260	102.85%
	Local Option Sales Tax (LOST)	\$2,359,855	\$4,058,385	58.15%
	Other Taxes	\$5,196,355	\$7,063,165	73.57%
	Building Permit & Inspection Fees	\$60,081	\$6,000	1001.35%
	Fines and Forfeitures	\$453,526	\$823,000	55.11%
	Operating Transfers In-City Utilities	\$2,687,184	\$4,025,430	66.76%
	Other Revenues	\$2,343,679	\$4,010,135	58.44%
	Total Expenditures	\$16,469,886	\$22,733,825	72.45%
	Personnel Expenses	\$9,631,136	\$14,672,425	65.64%
	Operating Expenses	\$3,613,266	\$5,626,495	64.22%
	Transfer to SPLOST 2007 (TANs Payment)	\$1,334,949		
	Capital Expenses	\$95,855	\$315,200	30.41%
	GO Bond Proceeds from School	\$1,276,350	\$1,487,450	85.81%
	Debt Pymt - JDA/CBA	\$176,555	\$176,555	100.00%
	Library Appropriations	\$341,775	\$455,700	75.00%
Water & Sewer Fund	Total Revenues	\$9,265,148	\$20,443,865	45.32%
	Water Sales	\$5,623,134	\$8,484,615	66.27%
	Sewer Sales	\$3,273,574	\$4,740,500	69.06%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Bond Proceeds	\$0	\$6,030,000	0.00%
	Prior Year Capacity Fees	\$0	\$490,000	0.00%
	Other Revenues	\$368,440	\$698,750	52.73%
	Total Expenditures	\$10,411,072	\$20,443,865	50.93%
	Personnel Expenses	\$2,084,780	\$3,135,300	66.49%
	Operating Expenses	\$2,078,457	\$3,189,400	65.17%
	Capital Expenses	\$1,973,184	\$7,901,220	24.97%
	Transfer To General Fund	\$1,824,007	\$2,734,650	66.70%
	Debt Payments	\$2,450,644	\$3,483,295	70.35%
Gas Fund	Total Revenues	\$16,369,826	\$25,438,015	64.35%
	Gas Sales	\$15,293,007	\$22,463,715	68.08%
	Gas Commodity Charge	\$732,676	\$1,245,000	58.85%
	Bond Proceeds	\$0	\$960,000	0.00%
	Proceeds from Capital Leases	\$0	\$109,300	0.00%
	Other Revenues	\$344,143	\$660,000	52.14%
	Total Expenses	\$16,159,069	\$25,438,015	63.52%
	Personnel Expenses	\$1,169,118	\$1,783,860	65.54%
	Operating Expenses	\$427,530	\$954,480	44.79%
	Purchase of Natural Gas	\$12,084,128	\$18,072,525	66.86%
	Transfer to General Fund	\$2,340,583	\$3,524,825	66.40%
	Capital Expenses	\$137,710	\$1,102,325	12.49%

				% of Monthly Totals to
	Description	Through 2-28-14	FY 2014 Budget	Budget
Electric Fund	Total Revenues	\$30,628,293	\$46,939,100	65.25%
	Electric Sales	\$29,731,745	\$45,598,600	65.20%
	Other Revenues	\$896,548	\$1,340,500	66.88%
	Total Expenses	\$29,460,758	\$46,939,100	62.76%
	Personnel Expenses	\$1,336,211	\$2,062,180	64.80%
	Operating Expenses	\$794,572	\$1,323,250	60.05%
	Purchase of Electricity	\$25,662,557	\$40,621,800	63.17%
	Capital Expenses	\$168,219	\$687,000	24.49%
	Transfer to General Fund	\$1,499,199	\$2,244,870	66.78%
Stormwater Fund	Total Revenues	\$916,944	\$1,402,065	65.40%
	Stormwater Revenues	\$852,896	\$1,310,500	65.08%
	Mitigation Grant Revenue	\$56,894	\$0	
	Other Revenues	\$7,154	\$12,565	56.94%
	Proceeds from Capital Leases	\$0	\$79,000	0.00%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$660,235	\$1,402,065	47.09%
	Personnel Expenses	\$307,340	\$486,520	63.17%
	Operating Expenses	\$299,611	\$585,185	51.20%
	Capital Expenses	\$53,284	\$330,360	16.13%
Solid Waste Fund	Total Revenues	\$1,413,843	\$2,219,575	63.70%
	Refuse Collections Revenues	\$1,383,005	\$2,169,375	63.75%
	Other Revenues	\$30,838	\$50,200	61.43%
	Proceeds From Capital Leases	\$0	\$0	#DIV/0!
	Total Expenses	\$1,475,086	\$2,219,575	66.46%
	Personnel Expenses	\$735,298	\$1,105,535	66.51%
	Operating Expenses	\$739,788	\$1,114,040	66.41%
	Capital Expenses	\$0	\$0	#DIV/0!
Fiber Optics Fund	Total Revenues	\$1,143,334	\$1,665,775	68.64%
	Fiber Optics Revenues	\$1,031,549	\$1,510,335	68.30%
	GIS Revenues	\$56,250	\$104,000	54.09%
	Other Revenues	\$55,535	\$51,440	
	Total Expenses	\$986,550	\$1,665,775	59.22%
	Personnel Expenses	\$403,177	\$566,865	71.12%
	Operating Expenses	\$421,723	\$682,125	61.82%
	MEAG Telecom Statewide Pymt	\$133,542	\$229,070	0.00%
	Debt Payment to Electric Dept	\$0	\$125,665	0.00%
	Capital Expenses	\$28,108	\$62,050	45.30%

TT # wajl

Cash Position		6/30/13	7/31/13	8/31/13	9/30/13	10/31/13	11/31/13	12/31/13
Total Unrestricted Cash Balance		\$8,755,475.96	\$7,234,254.00	\$8,233,430.49	\$9,279,553.71	\$10,636,821.71	\$9,326,741.06	\$7,622,434.91
Total Restricted Cash Balance		\$56,023,688.37	\$56,639,113.75	\$55,840,682.95	\$56,380,796.80	\$57,913,588.13	\$59,017,844.58	\$57,056,491.45
Cash Position		1/31/14	2/28/14	3/31/14	4/30/14	5/31/14	6/30/14	
Total Unrestricted Cash Balance		\$8,106,102.35	\$9,314,302.64					
Total Restricted Cash Balance		\$56,247,610.81	\$57,853,663.16					