



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 – 2/20/2014
Work Session – NO work session tonight

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. February 6, 2014 (Pages 1-10)

[Attachments](#)

B. Resolutions

1. Annual Update Adoption of CIE in accordance with the impact fee requirements (Pages 11-31)

[Attachments](#)

C. Other

1. Quit Claim Deed 19 Magnolia Drive (Pages 32-34)

[Attachments](#)

2. GA DOT Utility Certification Letter - Leake Mounds-Etowah RiverWalk Link (Pages 35-37)

[Attachments](#)

D. Bid Award/Purchases

1. Canoe/Kayak Launch at Leake Mounds (Pages 38-56)

[Attachments](#)

E. Grant Application/Acceptance

1. GDOT Gateway Grant Application (Pages 57-64)

[Attachments](#)

F. Change Order

1. Change Order #1 - Etowah Drive 12" Water Main Replacement (Pages 65-67)

[Attachments](#)

G. Contracts/Agreements

1. Paint and Refurbish Exterior of City Administration Building (Pages 68-72)

[Attachments](#)

2. Blackboard Connect (Pages 73-82)

[Attachments](#)

H. Monthly Financial Statement

1. December 2013 (Pages 83-87)

[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
2/20/2014 7:00:00 PM
February 6, 2014

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

City Council Meeting
 10 N. Public Square
 February 6, 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 Stepp

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: 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 David Archer, City Attorney. Kari Hodge, Council Member Ward One and Connie Keeling, City Clerk were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. January 16, 2014

A motion to approve the January 16, 2014 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Jim Stafford, Water Department Superintendent Retired said his goodbyes to the Mayor and council and thanked them for their confidence in him over the years.

B. Second Reading of Ordinances

1. Fire Hydrant Ordinance Revision – Section 9-34

Scott Carter, Fire Chief stated that this ordinance will enhance the City's ISO Rating, Water Quality and Firefighter safety. It provides for fire hydrants to be coded in compliance with NFPA 291 (National Fire Protection Association) and recommended practices of ISO. Chief Carter stated that there have been no changes or additions since the first reading and recommended approval.

A motion to approve Fire Hydrant Ordinance No. 06-14 was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville

Ordinance No. 06-14

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 9. FIRE PREVENTION AND PROTECTION. ARTICLE III. FIRE PREVENTION CODE.** is hereby amended by adding a new section 9-34 as follows:

1.

Section 9-34 Fire Hydrant Testing, Maintenance and Identification

(a) PURPOSE

This is to provide a standard system for hydrant color identification and establish a practice of maintenance for fire hydrants within the jurisdiction of the Cartersville Fire Department. This system shall be referenced to AWWA manual M17, *Installation, Field Testing, and Maintenance of Fire Hydrants* and NFPA 291 latest edition or latest referenced section defining Fire Flow Testing and Marking Hydrants.

(b) POLICY

1. All hydrants shall be flowed and tested in accordance with approved practices of I.S.O., AWWA and the N.F.P.A. At the conclusion of such a test of the water system it shall determine the GPM flow for that hydrant. Hydrants then will be color coded in the following fashion in accordance NFPA 291:

Barrels: Safety Yellow

Bonnets and Caps: GPM flow 0 to 499 – Safety Red
GPM flow 500 to 999 – Safety Orange
GPM flow 1000 to 1499 – Safety Green
GPM flow 1500 + - Safety Blue
Out of Service – Safety Yellow

Trim of bonnet: Silver or White Reflective (if available)

NOTE: Color coding is only descriptive of what the GPM flow was at the time of the last documented test. It in no way guarantees that the hydrant will flow that GPM at the time of an incident and does not take into account any high demands, broken mains, closed valves or other events that could affect the GPM flow. Color coding is only used as a general

reference to what the potential flow may be at any given time and citizens and staff shall be aware and prepared for GPM changes.

2. Special Colors: If a Non-National Standard Thread hydrant is located, caps are to be painted gloss black. All out of serve hydrants shall be solid yellow with no reflective strip until placed in serve or removed. All Private Hydrants are to be painted a solid red barrels, bonnets and caps.

3. Annual flow testing is to be coordinated between the Cartersville Fire Department and Cartersville Water Department.

4. Property public notification will be issued well in advance of any testing or flowing to insure that the public is aware of potential water discoloration.

5. An annual maintenance schedule and visual check program shall be established by Cartersville Fire Department each and every year.

(c) RECORDING

1. A system shall be established where all test data is properly recorded within Cartersville Fire Department's record system. All test data shall also be supplied to the Cartersville Water Department.

2. A record of malfunctions, corrections and system changes shall be recorded. This information is to be correct, consistent and transparent between Cartersville Fire Department and Cartersville Water Department.

3. Any malfunctions of the system, while performing work on the system, is to be immediately reported Battalion Chief or Acting B/C. In turn they will insure that the proper water department officials have been notified.

(d) SAFETY

1. Personnel and citizen safety shall maintain a high priority.

2. All fire hydrants are to be opened and closed very slowly to prevent water hammer, line damage and equipment failure.

(e) EFFECTIVE DATE

This Ordinance is effective upon adoption, and all hydrants are to be color coded within thirty (30) days of the adoption of this Ordinance.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of January 2014.

ADOPTED this the 6th day of February 2014. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

2. Fire Prevention Code Ordinance Revision Sec. 9-27

Scott Carter, Fire Chief stated that this is a housekeeping ordinance revision to bring the current Fire & Life Safety Codes utilized by the City of Cartersville up to the current standards adopted by the State of Georgia Fire Marshal's office on January 1, 2014. Chief Carter stated that there have been no changes or additions since the first reading and recommended approval.

A motion to approve Fire Prevention Code Ordinance No.07-14 was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 07-14

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 9. FIRE PREVENTION AND PROTECTION. ARTICLE III. FIRE PREVENTION CODE. SECTION 9-27. FIRE CODES ADOPTED. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 9-27. - Fire prevention code.

(a) There is hereby adopted by the city for the purpose of establishing rules and regulations for the alteration and repair of existing buildings and other similar work in the city, the latest edition of the International Fire Code referenced in O.C.G.A. § 8-2-20(9)(B), as adopted and amended from time to time by the state department of community affairs, and the same is incorporated as fully as if set out at length herein. A current copy of said code shall be maintained on file in the office of the city clerk, where it shall be available for public inspection.

(b) The following revisions are hereby made to the International Fire Code:

(1) 101.1: Replace the phrase "NAME OF JURISDICTION" with the phrase "the City of Cartersville, Georgia."

(2) 109.3: Replace the phrase "SPECIFY OFFENSE" with the phrase "violation of the City Code." Replace the phrase "AMOUNT" with the phrase "one thousand dollars (\$1,000)." Replace the phrase "NUMBER OF DAYS" with the phrase "six (6) months."

(3) 111.4: Replace the first instance of the phrase "AMOUNT" with the phrase "one thousand dollars (\$1,000)." Replace the second instance of the phrase "AMOUNT" with the phrase "one thousand dollars (\$1,000)."

(4) The geographic limits referred to in the below sections of the International Fire Code shall be as follows:

(i) 3204.3.1.1 (Geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): All zoning districts other than L-I and H-I, except as may be approved by the City Fire Marshal as otherwise conforming to the requirements of this Code.

(ii) 3404.2.9.5.1 (Geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): All zoning districts other than L-I and L-I, except as may be approved by the City Fire Marshal as otherwise conforming to the requirements of this Code.

(iii) 3406.2.4.4 (Geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): All zoning districts other than L-I and L-I, except as may be approved by the City Fire Marshal as otherwise conforming to the requirements of this Code.

(iv) 3804.2 (Geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): All zoning districts

other than L-I and L-I, except as may be approved by the City Fire Marshal as otherwise conforming to the requirements of this Code.

(v) Throughout the Code replace the words “Fire Official” with “Fire Marshal”, and the words “board of appeals”, shall mean the “City of Cartersville Board of Zoning Appeals”.

(c) *Same—New materials, processes or occupancies which require permits.*

(1) The city manager and the chief of the fire department shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies, which shall require permits, in addition to those enumerated in said code.

(2) The chief shall post such list in a conspicuous place in such chief's office, and distribute copies thereof to interested persons.

(d) The following revisions are hereby made to the National Fire Code:

(1) Throughout the Code the words “Board of Adjustments and Appeals” shall mean the “City of Cartersville Board of Zoning Appeals” and the words “Fire Official” shall mean “Fire Marshal”.

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.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of January 2014.

ADOPTED this the 6th day of February 2014. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling

Connie Keeling

City Clerk

C. Other

1. Request for Extension of Less Developed Census Tract Designation for Tracts 9604 and 9606

Melinda Lemmon, Economic Development Director stated that for the last few years, Census Tracts 9604 and 9606 have received a state designation called a “Less Developed Census Tract” or “LDCT”. Unusually high unemployment rates in these areas after the closures of Mohawk Industries and Wheeler Building Products (South Bridge/Old Mill Road areas) and Trinity Rail (Old Grassdale & Peeples Valley area) created the statistical conditions that allowed Cartersville and Bartow County to jointly request the LDCT designation each year. Ms. Lemmon stated that it has been suggested that the Mayor and Commissioner request an extension, therefore authorization is being sought for the Mayor to sign such a joint request on the City’s behalf.

A motion to approve the request as presented was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

2. Lien Release for 23 Southview Drive

Keith Lovell, Assistant City Attorney stated that the current property owner of 23 Southview Drive, prior to selling the property, has requested that the City release the \$10,000 lien that was placed on the property as part of the first-time homebuyer program. Since the 5 year forgivable loan period has not yet been reached, the current owner will pay the City for the remaining balance of the loan at time of closing. Mr. Lovell recommended approval.

A motion to approve the lien release for 23 Southview Drive as presented was made by Council Member Stepp and seconded by Council Member Lewis. Motion carried unanimously. Vote 5-0

D. Contracts and Agreements

1. Old Alabama Road at Douthit Ferry Road Signal Documents

Tommy Sanders, Public Works Director stated that the Georgia Department of Transportation is requesting that the Mayor sign two documents (1) Request for Traffic Signal and (2) Communication Service Agreement for Signalized intersections, for the intersection of Douthit Ferry Road and Old Alabama Road. These documents would be applicable to the new signal that will be installed at this intersection as part of the Old Alabama Road Phase III Road Widening Project. Mr. Sanders stated that the cost of this signal is \$200,000 which will be paid by GDOT with the city providing the electricity Mr. Sanders stated that these are standard documents and recommended approval.

A motion to approve the mayor’s signature on the documents as presented was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

E. Change Order

1. Final Adjustment Change Order – Main Street to Center Road 16 inch Water Main Connector

Bob Jones, Water Superintendent stated that council had approved the Main Street to Center road 16 inch Water Main Connector contract with Corley Contractors, Inc in the amount of \$489,981.91 on November 29, 2012. Due to favorable working conditions and good project design, a final adjustment to decrease the contract by \$53,110.72 is being recommended for approval with the final cost of \$436,871.19.

A motion to approve the Final Change Order was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

F. Bid Award/Purchases

1. Cart Tippers for Garbage Trucks

Tommy Sanders, Public Works Director stated that bids were solicited for the replacement of cart tippers on two residential garbage trucks and recommended approval of the low bid from Barker Products in the amount of \$7,046.40.

A motion to approve the low bid from Barker Products was made by Council Member Pruitt and seconded by Council Member McDaniel. 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 Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

G. Added Item

1. Purchase of New Commercial front Loader Garbage Truck

Tommy Sanders, Public Works Director stated that the old 1999 Mac Commercial Truck has had terminal engine failure. To acquire a remanufactured engine with a 2 year warranty is going to cost \$28,850.60. Mr. Sanders inquired about purchasing a new Commercial Garbage Truck from Peterbuilt in the amount of \$117,100.00 and have the existing truck body removed from the truck being replaced and installed on the new Peterbuilt by McNielus Truck Body for \$10,000.00 for a total price of \$127,100. Mr. Sanders stated that if this truck was purchased through the GMA Lease Pool with funds from the Solid Waste Budget it would cost \$25,000 plus interest, therefore acquisition of the new truck would be approximately revenue neutral as far as impact on this year's budget and recommended approval of the purchase of the new Peterbuilt Truck.

A motion to approve the purchase of the new truck through lease pool and the budget be amended accordingly was made by Council Member Pruitt and seconded by Council Member

McDaniel. Motion carried unanimously. Vote 5-0

H. Bid Award/Purchases

1. Replacement of Fire Boots

Scott Carter, Fire Chief stated that this item is for the replacement of 39 pairs of Firefighting Boots worn by staff during emergencies at a cost of \$219 per pair for a total cost of \$8,541 and he recommended approval.

A motion to approve the purchase of the Firefighting Boots was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

2. Bucket Truck Purchase

Don Hassebrock, Electric Department Director stated that this purchase is to replace the 1991 Bucket Truck with a similar model truck. Bids were solicited and Mr. Hassebrock recommended approval of the low bid in the amount of \$208,571 from Altec Industries.

A motion to approve the purchase from Altec Industries was made by Council Member Pruitt and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

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

2/20/2014 7:00:00 PM

Annual Update Adoption of CIE in accordance with the impact fee requirements

SubCategory:	Resolutions
Department Name:	Planning and Development
Department Summary Recommendation:	Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan because we collect said impact fees and/or have an adopted impact fee ordinance. As you are aware, we held the required public hearing for the updated information on November 7, 2013, and Council also approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They have approved the document, and we are required to formally adopt it. RECOMMENDATION: Staff recommends that Council approve this resolution adopting the Annual Update.
City Manager's Remarks:	Your approval of the enclosed resolution is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.**ADOPTION RESOLUTION****Capital Improvements Element**

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

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

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 7, 2013 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

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

ADOPTED this the day of .

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

ATTEST:

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

Capital Improvements Element 2014 Annual Update:

Financial Report & Short Term Work Program

City of Cartersville, GA
AS ADOPTED 2/20/2014

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Cartersville Capital Improvements Element, as adopted by the City in October, 2006.

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 6).

The City’s fiscal year runs from July 1 to June 30.

Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a short term work program (STWP)—as specified in the Compliance

Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Short Term Work Programs annually.”¹

According to DCA’s requirements,² the STWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Short Term Work Program portion of this document, beginning on page 7.

¹ Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

² Chapter 110-12-1-.05(2)(c)(i).

IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA **Fiscal Year 2013**

Cartersville, GA	Annual Impact Fee Financial Report - Fiscal Year 2013							
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Administration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2012	\$0.00	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$333,062.18
Impact Fees Collected (July 1, 2012 through June 30, 2013)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal: Fee Accounts	\$0.00	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$303,668.73
Interest Income July 1, 2012 through June 30, 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	\$0.00	(\$117,475.74)	(\$85,694.34)	(\$49,433.59)	(\$31,039.18)	(\$6,410.00)	(\$13,615.88)	(\$303,668.73)
Impact Fee Fund Balance June 30, 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Encumbered	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00

Public Facility:		Library						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Collection Materials	2007	2007	\$117,492.02	97.4%	\$114,429.35	\$0.00	\$0.00	Delayed from 2007
Collection Materials	2008	2008	\$69,321.54	97.4%	\$67,516.99	\$0.00	\$0.00	
Collection Materials	2009	2009	\$71,527.08	97.4%	\$69,664.32	\$0.00	\$0.00	
Collection Materials	2010	2010	\$73,485.48	97.4%	\$71,564.73	\$24,640.16	\$0.00	
Collection Materials	2011	2011	\$76,177.57	97.4%	\$74,198.35	\$0.00	\$0.00	
Collection Materials	2012	2012	\$78,377.17	97.4%	\$76,339.89	\$29,393.45		
Collection Materials	2013	2013	\$80,819.77	97.4%	\$78,724.32	\$0.00		
Collection Materials	2014	2014	\$83,780.63	97.4%	\$81,597.59	\$0.00		
Collection Materials	2015	2015	\$85,728.23	97.4%	\$83,487.48	\$0.00		
Collection Materials	2016	2016	\$89,175.01	97.4%	\$86,846.43	\$0.00		
Collection Materials	2017	2017	\$91,608.34	97.4%	\$89,221.83	\$0.00		
Collection Materials	2018	2018	\$94,529.75	97.4%	\$92,085.01	\$0.00		
Collection Materials	2019	2019	\$97,723.71	97.4%	\$95,191.53	\$0.00		
Collection Materials	2020	2020	\$100,669.73	97.4%	\$98,050.34	\$0.00		
Collection Materials	2021	2021	\$104,103.45	97.4%	\$101,396.58	\$0.00		
Collection Materials	2022	2022	\$106,768.72	97.4%	\$104,004.08	\$0.00		
			\$1,421,288.21		\$1,384,318.81	\$54,033.61	\$0.00	

Public Facility: Fire Protection								
Service Area: City-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
New Station 4 (7,000 sf)	2007	2008	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (15,000 sf)	2010	2011	\$2,625,000.00	3.3%	\$87,500.00	\$117,475.74	\$0.00	
Station 3 Relocation (7,000 sf)	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00		
New Station 5 (7,000 sf)	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	2007	2007	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2007	2007	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
			\$7,635,000.00		\$4,017,085.42	\$117,475.74	\$0.00	

Public Facility: Police Department								
Service Area: City-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Facility Space (8,400 sf)	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$85,694.34	\$0.00	
			\$1,470,000.00		\$1,460,950.20	\$85,694.34	\$0.00	

Public Facility:		Parks & Recreation						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Future Park A (50 acres)	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (50 acres)	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
3 Track/Trails	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$49,433.59	\$0.00	start date tba
2 Tennis Courts	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
2 Playgrounds	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
			\$4,110,460.06		\$4,087,460.06	\$49,433.59	\$0.00	

Public Facility:		Road Improvements						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Douthit Ferry (widening)	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$31,039.18	n/a	To be paid by Carter Grove through agreement
Terrell Drive (turn lane)	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00	\$0.00	
Center Road (widening)	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
			\$1,414,825.00		\$1,331,525.00	\$31,039.18	\$0.00	

2013-2017 SHORT TERM WORK PROGRAM CITY OF CARTERSVILLE, GA

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Economic Development								
Continue to participate in the Bartow-Cartersville Joint Development Authority (BCJDA), equally with the County, and implement applicable components of the Economic Development Strategy.	X	X	X	X	X	n/a	General Fund	BCJDA, City Council, Commissioner
Support the redevelopment of industrial sites through Brownfield redevelopment grants and programs, Less Developed Census Tracts Opportunity Zones or other programs as appropriate.	X	X	X	X	X	n/a	JDA Budget	BCJDA, Planning
Review and consider all available economic development programs as resources for redevelopment, housing development and economic development incentive activities. Publicize the availability of these programs to the public	X	X	X	X	X	n/a	JDA Budget	BCJDA, Planning
Promote sports and heritage-based tourism. Create an entertainment attraction such as a forum or coliseum.	X	X	X	X	X	variable	CVB, General Fund	CVB, BCJDA, City Council
Continue alliance with the County through the BCJDA and the Bartow-Cartersville Second Joint Development Authority (BC2JDA), to develop the "Class A" Business/Industrial Park on the north side, called Highland75.	X	X	X	X	X	variable	JDA Budget, General Fund	BCJDA, BC2JDA, City Council, Commissioner
Adopt programs and provide services, particularly education and recreation programs, which assist the Hispanic population in participating more fully in the workforce and as active members of the community.	X	X	X	X	X	n/a	General Fund	City Council

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Support collaboration among secondary and post-secondary education partners with each other and with employers, in regard to specialized job training programs and venues.	X	X	X	X	X	n/a	General Fund	BCJDA, Chamber
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric, BCJDA
Leake Street and S. Museum Dr. improvements: sidewalks, lighting, signage, wrought iron fencing along S. Museum Dr.			X			Unknown	SPLOST, grants	Downtown Development Authority, City Council, Public Works
Covered performance pavilion at Friendship Plaza		X	X			\$140,000	DDA Budget, General Fund, grants, BID funds	Downtown Development Authority, City Council
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

Natural and Historic Resources

Consider tree ordinance to protect specimen trees, conserve the tree canopy, and promote urban forest practices on City owned properties.	X	X				\$8,500	General Fund	City Council, Planning
Consider applying for Tree City USA designation	X					\$5,000	General Fund	City Council, Planning
Establish a comprehensive natural resources inventory database		X				\$12,000	General Fund	GIS

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue to monitor the status of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning

Community Facilities

Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, Character Areas and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council
Review and develop a comprehensive Infrastructure-Financing Plan. Ensure that new development pays its fair share of infrastructure costs	X	X	X	X	X	n/a	General Fund	City Council
Develop a 5-year Service District Plan to ensure adequate personnel and maintenance funds are in place for appropriate level of service requirements	X	X				n/a	General Fund	City Council
Require a traffic impact study if the trips generated from a proposed developed will impact the adjacent road system	X	X	X	X	X	n/a	General Fund	Public Works, City Council, Developer (applicant)

Engineering

Develop a long-range comprehensive transportation plan, including adopting a street connectivity ordinance and a pedestrian and bikeway plan.			X			\$40,000	General Fund	City Council, Engineering, Planning
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Short Term Work Program

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Review codes to increase pedestrian safety and accessibility by developing specific roadway types and pedestrian related facilities by Character Area. Require all new road improvements to provide sidewalks and possible bike lanes	X	X	X	X	X	n/a	General Fund	City Council, Engineering, Planning

Public Works

Retrofit ADA requirements on all sidewalks	X	X	X	X	X	\$20,000/year	General Fund	City Council, Public Works
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$100,000/year	SPLOST	Public Works
Intersection and road safety improvements	X	X	X	X	X	\$55,000/year	SPLOST	Public Works
Airport Instrument Landing System	X	X				\$1,100,000	SPLOST	CMO
Douthit Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Engineering Only)	X	X	X	X	X	\$900,000	SPLOST (Const. GDOT & FHWA)	Public Works
Sugar Valley Rd. at Nancy Creek – new bridge - Project on Hold due to lack of funding	X	X	X			\$1,025,000	SPLOST	Public Works
Sugar Valley Rd. at Burnt Hickory Rd. – intersection improvement - Project on Hold due to lack of funding	X	X	X			\$700,000	SPLOST	Public Works
Grassdale Rd. – road improvements from US 41 to SR 293 - Project on Hold due to lack of funding				X	X	\$5.9 mill 1.4 mill (City)	SPLOST, County	Public Works
Equipment replacement	X	X	X	X	X	Variable	General Fund	Public Works

Short Term Work Program

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Various road resurfacing, sidewalk and shoulder improvements city-wide	X	X	X	X	X	variable	SPLOST	Public Works

Stormwater Division

MS4 Compliance	X	X	X	X	X	\$20,000/yr	General Fund, Users Fees	Stormwater Division
Erwin Downs Stormwater Pipes	X					\$75,000	General Fund, Users Fees	Stormwater Division
Railroad Ditch Improvements		X	X			\$500,000	General Fund, Users Fees	Stormwater Division
Old Mill Lake/Park (for stormwater control)			X	X		\$350,000	General Fund, Users Fees	Stormwater Division

Fire Department

Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
Purchase 2 fire trucks (1 with Jaws of Life)			X			\$1,025,000	100% Impact Fee	Fire Department
Relocation/construction of FD Station #3			X			\$1.5 mill	2014 SPLOST	Fire Department

Police Department

Replace police patrol units	X	X	X	X	X	\$180,000/yr	General Fund	Police Department
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Short Term Work Program

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue Crime Mapping	X	X	X	X	X	\$29,000/yr	General Fund	Police Department
Replace ALL Protective vests		X	X	X	X	\$10,000/yr	General Fund	Police Department

Library

Collection Materials	X	X	X	X	X	\$552,438	97% Impact Fees, General Fund	Library
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Parks & Recreation

Purchase northside park land		X				\$1,500,000	100% Impact Fees, SPLOST	Parks and Recreation
Sam Smith Park development	X	X	X	X	X	variable	General Fund	Parks and Recreation
Replace AC Unit at Dellinger Concession #1			X			\$4,500	General Fund	Parks and Recreation
Replace light poles and lighting fixtures (Dellinger Softball Field 1)		X	X			\$90,000	General Fund	Parks and Recreation
Minor renovation of Dellinger Park Pool		X	X			\$75,000	General Fund	Parks and Recreation
Renovation of Dellinger Park office		X	X			\$20,000	General Fund	Parks and Recreation
Component playsystem at Dellinger Park Softball fields				X		\$24,000	70% Impact Fees, General Fund	Parks and Recreation

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Trail – Pettit Creek Trail, Phase II				X		\$297,000	Ga. Trail Grant, General Fund	Parks and Recreation
Trail – Pettit Creek Trail, Phase III					X	\$350,000	Ga. Trail Grant, General Fund	Parks and Recreation
Trail – Leake Mounds / Etowah riverbank	X	X				\$900,000	TE Grant, General Fund	Parks and Recreation
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a	Impact Fees, General Fund	Parks and Recreation

School System

Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X					n/a	School Board	Cartersville School System
Identify a school site and construction funds for a new primary school to support the Carter Grove development.	X					n/a	School Board	Cartersville School System
Create increased walking, biking and school bus usage in the schools through active promotion and marketing, such as Fridays “walk to school day”, special activities and treats for bus riders, etc. Promote the GA DOT “Human Bus” program;	X	X	X	X	X	n/a	School Board, General Fund	Cartersville School System, Engineering

Electrical Utilities

Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)
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Short Term Work Program

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Highland 75 Line Phase 3 – construct power line along Highland 75 Parkway (Zion Rd.) to serve new Highland 75 Industrial Park		X				\$500,000	Electric Revenue	Electric Utility
South Tie Line Phase 3 – construct power line on Hwy 113 from airport to Browns Farm Road substation					X	\$450,000	Electric Revenue	Electric Utility
Utility relocation for DOT projects	X	X	X	X	X	Variable	Electric Revenue	Electric Utility
Distribution Automation			X		X	\$240,000	Electric Revenue	Electric Utility
New 12kV feeder out of Cartersville Primary Substation on Cassville Rd				X		\$300,000	Electric Revenue	Electric Utility
Various reconductoring projects to upgrade older lines to current standards	X	X	X	X	X	Variable	Electric Revenue	Electric Utility
Center Rd. tie-line to Main Street				X	X	\$350,000	Electric Revenue	Electric Utility
N. Tennessee Street Line Rebuild – Phase 1	X					\$100,000	Electric Revenue	Electric Utility
N. Tennessee Street Line Rebuild – Phase 2		X				\$100,000	Electric Revenue	Electric Utility
N. Tennessee Street Line Rebuild – Phase 3			X			\$100,000	Electric Revenue	Electric Utility
HPS to LED street lighting conversion	X	X	X	X	X	\$20,000/yr	Electric Revenue	Electric Utility

Gas Utilities

Short Term Work Program

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Extend 6" gas main from SR 20 to Center Rd.	X	X				\$1,000,000	General Fund, User Fees	Gas Utility

Water & Sewer Department

Sewer line – 8" line replacement on Etowah Dr. to West Ave.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 30" new line on Tennessee St. to Jones Mill Rd.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – upgrade sewer line and pump station along I-75 to 36" interceptor at Chemical Products	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department
Replace sewer along Petit Creek	X					\$1,850,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 18" line replacement Highway 41 to Pine Vista	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 8" upgrade on Jones Mill	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Continue loop of City with 36" line from Old Mill to Mission Rd.			X			\$4,000,000	General Fund, User Fees	Water & Sewer Department

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Water line – 10" replacement on Cassville Rd. to Cherokee on Erwin Street	X					\$450,000	General Fund, User Fees	Water & Sewer Department
Water meter change out	X	X	X	X	X	\$600,000/year	General Fund, User Fees	Water & Sewer Department
Install sodium hypochlorite at water plant	X					\$525,000	General Fund, User Fees	Water & Sewer Department
Water line – Center Rd to Main Street	X					\$500,000	General Fund, User Fees	Water & Sewer Department
Nutrient removal upgrade at waste water treatment plant	X	X				\$25,000,000	General Fund, User Fees	Water & Sewer Department
Upgrade Water Treatment Plant to 33 MGD	X					\$10,000,000	General Fund, User Fees	Water & Sewer Department
Consideration of reducing water & sewer capacity fees by 50% for a portion of the current year.	X					n/a	n/a	Council, Water & Sewer Department

Housing

Actively pursue opportunities with the Etowah Area Consolidated Housing Authority as a partner in the creation of affordable housing	X	X	X	X	X	n/a	Housing Authority Budget	Housing Authority
Proactively pursue opportunities for partnerships with non-profit agencies in the creation of affordable housing opportunities	X	X	X	X	X	n/a	General Fund	City Council

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Promote homeownership. Continue to pursue down payment and closing cost assistance through organization of CHIP initiatives with the assistance of the Housing and Development Authority of Bartow County and the Etowah Area Consolidated Housing Authority	X	X	X	X	X	n/a	General Fund	Planning
Verify if the CHIP home buyer education program is to be continued.						n/a	General Fund	Housing Authority
Increase code enforcement within targeted neighborhoods of the City	X	X	X	X	X	n/a	General Fund	Planning
Investigate potential programs to assist with maintenance and rehabilitation and make information on these programs available to its residents	X	X	X	X	X	n/a	General Fund	Planning
Work with the Police Department to address crime concerns in selected neighborhoods	X	X	X	X	X	variable	General Fund	Police Dept
Continue to implement the mechanisms in place to foster the development of alternative forms of housing, such as mixed-use zoning, overlay districts, supplemented by the Character Area objectives and design guidelines	X	X	X	X	X	n/a	General Fund	City Council, Planning
Support the initiatives, projects and activities developed through the Georgia Initiative for Community Housing committee.	X	X	X	X	X	n/a	General Fund	City Council
Identify sites appropriate for senior housing alternatives	X	X				n/a	General Fund	Planning, GIS

Land Use

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
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Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Review and revise development ordinances to create new districts and adjust existing districts to support the intent and implementation of the Character Areas, and ensure that development regulations are aligned with the guiding principles and policies of the CP	X	X	X	X	X	n/a	General Fund	City Council, Planning
Revise the Future Development Map to accommodate additional mixed-use developments with residential components and areas of higher density residential.			X			\$10,000	General Fund	Planning, GIS
Revise the sign ordinance to modernize document and reduce visual clutter (Completed)						\$8,000	General Fund	City Council, Planning
Develop master planning for each Character Area, and specific architectural design standards for Character Areas where appropriate	X	X	X			\$22,000	General Fund	City Council, Planning
Identify strategies and recommended improvements as outlined in the adopted 2010 Urban Redevelopment Plan for North Towne, North west Industrial and South Industrial areas	X	X	X	X		n/a	General Fund	City Council, Planning
Refine, and create an Overlay District for the Tennessee Street Corridor		X				\$11,000	General Fund	City Council, Planning
Coordinate with the City of Emerson on annexation borders, transportation and utility provision.	X	X	X	X	X	n/a	General Fund	City Council
Review this Plan yearly during the budget/STWP update in terms of actual population, map amendments and actual development	X	X	X	X	X	n/a	General Fund	City Council
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design. Consider adopting regulations to require improvements.	X	X	X	X	X	variable	General Fund	City Council, DDA

Project Description	2014	15	16	17	18	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA
Develop specific streetscape standards in appropriate Character Areas, and require for all new developments and redevelopment, and in the downtown/Main Street area;		X	X			n/a	General Fund	City Council, Planning, Engineering, DDA
Redesign where possible and incorporate the railroad into the overall downtown streetscape and continue "Quiet Zone" efforts.	X	X	X	X	X	n/a	General Fund	Engineering, DDA, Council
Adopt Low Impact Development Ordinance		X				n/a	General Fund	Engineering, Stormwater



City of Cartersville

City Council Meeting
2/20/2014 7:00:00 PM
Quit Claim Deed 19 Magnolia Drive

SubCategory:	Other
Department Name:	Planning and Development
Department Summary Recommendation:	The current property owner of 19 Magnolia Dr, prior to selling the property, has requested that the City release the \$10,000 lien that was placed on the property as part of the first-time homebuyer program. Since the 5 year forgivable loan period has not yet been reached, the current owner will pay the City for the remaining balance of the loan at time of closing. The City Attorney's office has reviewed the lien release and proposed payback method and has no objections
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Return to:

MORRIS, HARDWICK, SCHNEIDER, LLC
349 CREEKSTONE RIDGE
WOODSTOCK, GA 30188

QUIT CLAIM DEED

STATE OF GEORGIA

Attachment number 1 \nPage 1

COUNTY OF BARTOW

THIS INDENTURE, made the ____ day of _____ in the year two thousand fourteen, between THE CITY OF CARTERSVILLE, GEORGIA as party of the first part, hereinafter called the GRANTOR, and KATIE MATHIS 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 the said Grantor for and in consideration of the sum of TEN DOLLARS and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and by these presents does remise, convey, and forever QUITCLAIM unto the said Grantee all the right, title, interest, claim or demand in and to the following described Property, with all the rights, members and appurtenances to the said described premises in anywise appertaining to or belonging, to-wit:

All that tract or parcel of land lying and being in Land Lot 162 of the 5th District, 3rd Section, Bartow County, Georgia, per plat of survey recorded in Plat Book 15, page 160, Bartow County, Georgia Records and being more particularly described as follows:

BEGINNING at a point on the northerly right of way of Magnolia Drive a distance of 875.5 feet west as measured along the northerly right of way of Magnolia Drive from the westerly right of way of Green Acres Lane; running thence North 77 degrees 03 minutes West along the northerly right of way of Magnolia Drive a distance of 125.20 feet to an iron pin; running thence North 05 degrees 43 minutes East a distance of 222.10 feet to an iron pin; running thence South 65 degrees 50 minutes East a distance of 122.40 feet to an iron pin; running thence South 03 degrees 24 minutes West a distance of 199.30 feet to an iron pin at the POINT OF BEGINNING. Said property being shown on plat of survey by Richard E. Nutt, Registered Land Surveyor, revised January 30, 1976.

This deed is given for the purpose of releasing the within described property from that certain security deed between the parties hereto, dated April 3, 2009, filed and recorded April 7, 2009, in Deed Book 2355, Page 65, Bartow County, Georgia records, in the original principal amount of \$9800. All other terms and conditions of said security deed shall remain in full force and effect as to the remaining property secured thereunder, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular rights, members and appurtenances thereof, 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, Grantor has hereunto set his hand and seal the day and year first written above.

Signed, sealed and delivered GRANTOR: THE CITY OF CARTERSVILLE

in the presence of:

_____(SEAL)

(Unofficial Witness) PRINT:

(Notary Public)

Attachment number 1 \nPage 2



City of Cartersville

City Council Meeting

2/20/2014 7:00:00 PM

GA DOT Utility Certification Letter - Leake Mounds-Etowah RiverWalk Link

SubCategory:	Other
Department Name:	Parks and Recreation
Department Summary Recommendation:	I recommend City Council approve the Mayor to sign letter prepared by city engineers (Southland Engineering) to GA DOT for utility certification on the Leake Mounds-Etowah RiverWalk Link trail project. This letter is necessary for project to move forward.
City Manager's Remarks:	Your approval of the above is recommended.
Financial/Budget Certification:	
Legal:	Reviewed
Associated Information:	

Thursday, September 12, 2013
3:28 PM



City of Cartersville

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

DATE: February 6, 2014

Mr Kerry Bonner
Georgia Department of Transportation
District Six Utilities Engineer
P.O. Box 10
Cartersville, Georgia 30120

RE: Request for Utility/Railroad Certification

Project No: **CSTEE-0008-00(067)**

P.I. # **0008067**

Description: **Leake Mounds-Etowah Riverwalk Link -- Bartow County**

Dear Mr. Bonner,

The City of Cartersville requests that Utilities for the above subject project be certified for funding authorization. I hereby certify that the appropriate research, field investigation, design considerations and coordination with the Utility/Railroad Owners on this project, as identified in the table below, have been performed, and further certify that all known utility related issues have been indentified and resolved as conforming to 23 CFR, PART 645, SUBPART A, and all Railroad related issues have been resolved as conforming to 23 CFR, PART 646. All necessary arrangements have been made for resolution to be undertaken and completed as required for proper coordination with the project's physical construction schedule.

This project is located on a state route.

Status of Utilities/Railroad

A. ☐ There are **NO** known utilities within the project limits.

B. ☒ There are known utilities within the project limits.

Utility/Railroad Company	Utility Type	Status 1,2, 3 or 4	Conditional Restriction and Time
AT&T	Poles & Wires	1	None
GA. Power Transmission	Poles and Wires	2	None
GA. Power Co.	Poles and Wires	1	None
COMCAST Cable	Wires	3	None
City of Cartersville	Water and Sewer Lines	4	None
City of Cartersville	Gas	3	None
City of Cartersville	Eletric	3	None
City of Cartersville	Fiber	3	None

Project Number: CSTE – 0008-00 (067)
P.I. Number 0008067
Date: May 27, 2013
Page 2

Status 1: The Utility/Railroad Owner is in conflict with the project and requires relocation by the Utility/Railroad Owner during construction requiring coordination with the Contractor and the Utility/Railroad Owner. The relocations are non-reimbursable and the Utility/Railroad Owner will be relocating at no cost to the Local Government or the Department.

Status 2: The Utility/Railroad Owner is in conflict with the project and requires relocation by the Utility/Railroad Owner during construction requiring coordination with the contractor and the Utility/Railroad Owner. The reimbursable agreement between the Local Government and the Utility/Railroad Owner is attached.

Status 3: The Utility/Railroad Owner is located within the project limits but requires no relocation work.

Status 4: Utility/Railroad relocation to be incorporated into the highway construction project contract.

The Georgia Department of Transportation shall bear no cost in the Utility or Railroad relocation reimbursement for this project. Any Utility or Railroad Reimbursement Agreement required for construction of this project shall be between the City of Cartersville and the respective Utility or Railroad Owner. If a previously unknown conflict arises during construction that requires reimbursement, then the City of Cartersville shall be responsible for all such costs.

The Honorable Matthew J. Santini, Mayor
City of Cartersville

Date



City of Cartersville

City Council Meeting
2/20/2014 7:00:00 PM
Canoe/Kayak Launch at Leake Mounds

SubCategory:	Bid Award/Purchases
Department Name:	
Department Summary Recommendation:	Bids were legally advertised and accepted for the construction of a Georgia Department of Natural Resources grant project titled, Etowah River "Blue Trail" at Leake Mounds. The canoe/kayak launch will be located off State Highway 113/61, adjacent to the E.R. Bates Bridge. All permits have been acquired (US Army Corps of Engineers & GA Department of Natural Resources – Environmental Protection Division) for this project. This project began in November 2010. Since that time, we have requested proposals twice. No bid on the first set of proposals, we have requested and received from GA DNR, a 1-year extension on the project completion date, from Dec. 31, 2013 to Dec. 31, 2014. In addition, received an increase in grant funds from \$32,924.00 to \$80,000.00. I have a commitment from Coosa River Basin Initiative for a \$3,400.00 cash donation and commitment from Bartow County Public Works on use of Track Hoe and operator. Without these partnerships this project would not be able to proceed and my persistence in this project is because I do believe this will be a great asset to our community. After the low bidder was determined, Southland Engineering and I negotiated to find an agreeable amount that would work in Parks and Recreation budget. All required documentation (Bid Bond, Bid Proposal, and E-verify/SAVE affidavits) has been received. I recommend the bid from CDB Construction in the amount of \$89,150.00. This project is not in the current Parks and Recreation budget as it was last year but I will find the needed funds in the current PR budget for this important project
City Manager's Remarks:	Your approval of this is recommended subject to Greg's ability to find the funding as outlined above.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

Cartersville Leake Mounds Canoe and Boat Launch
Tabulation of Bids

Bid Date: December 5, 2013

Rank	Bidder Name	Total Bid	unt Over Low B
1	CDB Construction	\$135,199.15	\$0.00
2	Ace Construction	\$142,852.40	\$7,653.25
3	Georgia Development Partners	\$265,546.18	\$130,347.03
4	Bartow Paving Company	\$229,125.75	\$93,926.60
5			
6			
7			
8			
9			
10			
11			
12			

				CDB Construction	
Item Code	Description	Quantity	Unit	Unit Price (\$)	Total Amount (\$)
10	***GRADING COMPLETE INCLUDES CLEARING AND DEMO	1.00	LS	\$4,200.00	\$4,200.00
15	***CONCRETE CANOE BOAT LAUNCH COMPLETE-	1.00	LS	\$65,000.00	\$65,000.00
20	JOINT PLANTING – BLACK WILLOW LIVE STAKES	1400.00	SF	\$1.43	\$2,002.00
25	CONSTRUCTION ENTRANCE	1.00	EA	\$4,200.00	\$4,200.00
30	CONCRETE WASHOUT	1.00	EA	\$2,000.00	\$2,000.00
35	SILT FENCE-TYPE C, INCLUDE MAINTENANCE	2734.00	LF	\$5.30	\$14,490.20
40	BARRIER TREE FENCE	590.00	LF	\$3.39	\$2,000.10
45	GRAVEL	260.00	TN	\$57.69	\$14,999.40
50	RIP-RAP	55.00	TN	\$87.27	\$4,799.85
55	SOD GRASS STRIP	2600.00	SF	\$3.08	\$8,008.00
60	TEMPORARY GRASSING	0.25	AC	\$8,000.00	\$2,000.00
65	PERMENANT GRASSING	0.25	AC	\$12,000.00	\$3,000.00
200	HELICAL PILES - 8 PILES-	120.00	LF	\$70.83	\$8,499.60
					\$135,199.15

CDB Construction, Inc. Bid Package Cover Sheet

Bid Sent to: City of Cartersville

Project Name: Canoe Boat Launch
#12027

Bid Opening Date: 12/5/2013 2:00:00 PM

Bid Opening Loc: City of Cartersville
100 Pine Grove Rd.
Cartersville, GA 30120

Copies Required:

Originals: 1 Original

Copies: 2; 1-Reed, 1-File

Bid Bond Requested: 12/3/2013 5 %

Bid Bond Received: ✓

Architect: Southland Engineering
925 N. Tennessee St. Cartersville, GA 30120

Addenda: #1, 11/27/13

Notes:

Signed	✓
Copied	✓
Amounts	✓
Bid Bond	✓

Ready for Submission: RB

City of Cartersville
Canoe Boat Launch

November 7th, 2013

SECTION 0200 - BID PROPOSAL

BID BOND

Bond No. 1000787568-287

(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

CDB Construction, Inc. _____

of the City of Rome State of Georgia and County of Bartow

as Principal and American Contractors Indemnity Company

as Surety, are hereby held and firmly bound unto City of Cartersville, as Owner in the

penal sum of ***FIVE PER CENT OF ATTACHED BID*** Dollars (\$ ***5%***

_____) for the payment of which, well and truly to be made, we hereby jointly and

severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 5th day of December, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to City of Cartersville, GA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the project entitled:

CARTERSVILLE CANOE BOAT LAUNCH
CITY OF CARTERSVILLE, GA 30120

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of



City of Cartersville
Canoe Boat Launch

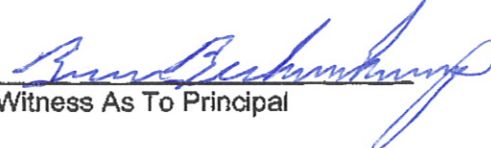
November 7th, 2013

BID BOND
(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

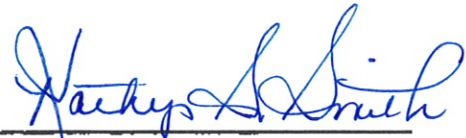
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.


Witness As To Principal

CDB Construction, Inc.

Principal

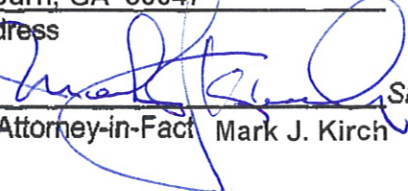
By  SEAL
Reed Bearden, President


Witness As To Surety

American Contractors Indemnity Company
Surety

4572 Lawrenceville Hwy., Suite 201
Lilburn, GA 30047

Address

By  SEAL
Attorney-in-Fact Mark J. Kirch

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Mark J. Kirch

of Lilburn, GA, its true and lawful Attorney(s)-in-Fact to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof of the Company in its business of providing suretyship; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

Surety Bond Number: Bid Bond
Principal: CDB Construction, Inc.
Obligee: City of Cartersville
Amount of Bond: See Bond Form

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of March, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: 
Peter W. Carman, Sr. Vice President and Chief Financial Officer

State of Maryland
County of Baltimore SS:

On this 23rd day of March, 2012, before me, Joanna Taylor, a notary public, personally appeared Peter W. Carman, Sr. Vice President and Chief Financial Officer of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Signature

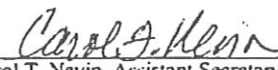

NOTARY PUBLIC
My Commission expires the 15th day of November, 2015.

(Seal)



I, Carol T. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Baltimore, Maryland this 5th day of December, 2013.


Carol T. Nevin, Assistant Secretary

Corporate Seals



BID PROPOSALPlace Submitted Cartersville, GADate 12/05/13

Proposal of CDB Construction, Inc. (hereinafter called
 "Bidder") a contractor organized and existing under the laws of the City of Kingston
 State of Georgia and County of Bartow, * ~~an individual~~, a
 corporation, ~~or a partnership~~ doing business as CDB Construction, Inc.

TO: City of Cartersville, GEORGIA
 (Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of **Cartersville Canoe Boat Launch**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

1, 11/27/13

*Strike out inapplicable terms



City of Cartersville
Canoe Boat Launch

November 7th, 2013

Schedule of Bid Items

CARTERSVILLE CANOE BOAT LAUNCH – CARTERSVILLE RECREATION DEPARTMENT

BID PROPOSAL						
ITEM NO.	GDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
BOAT LAUNCH ITEMS						
010	210-0100	***GRADING COMPLETE INCLUDES CLEARING AND DEMO	LS	1		4,200.00
015	na	***CONCRETE CANOE BOAT LAUNCH COMPLETE-	LS	1		65,000.00
020	702-7401	JOINT PLANTING – BLACK WILLOW LIVE STAKES	SF	1400	1.43	2,000.00
025	163-0300	CONSTRUCTION ENTRANCE	EA	1		4,200.00
030	na	CONCRETE WASHOUT	EA	1		2,000.00
035	163-0528	SILT FENCE-TYPE C, INCLUDE MAINTENANCE	LF	2734	5.30	14,500.00
040	643-8200	BARRIER TREE FENCE	LF	590	3.39	2,000.00
045	318-3000	GRAVEL	TN	260	57.69	15,000.00
050	603-1050	RIP-RAP	TN	55	87.27	4,800.00
055	700-9300	SOD GRASS STRIP	SF	2600	3.08	8,000.00
060	163-0232	TEMPORARY GRASSING	AC	0.25	8,000.00	2,000.00
065	700-6910	PERMENANT GRASSING	AC	0.25	12,000.00	3,000.00
ALTERNATE						
200	na	HELICAL PILES - 8 PILES-	LF	120	70.83	8,500.00
Subtotal						135,200.00
TOTAL COST NUMERIALS:						135,200.00
TOTAL COST WORDS:						One hundred thirty five thousand two hundred dollars

***NOTE: ALL ITEMS AND EQUIPMENT ASSOCIATED WITH THE INSTALLATION, MATERIALS AND WORKMANSHIP. UNLESS SPECIFIED AS AN INDIVIDUAL COMPONENT.

NOTE: IF APPLICABLE MOBILIZATION SHALL BE INCLUDED IN THE PROPOSED BID ITEM.



Schedule of Bid Items

CARTERSVILLE CANOE BOAT LAUNCH – CARTERSVILLE RECREATION DEPARTMENT

BID PROPOSAL						
ITEM NO.	GDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
BOAT LAUNCH ITEMS						
		Ramp will be 1 ft. narrower than plans show				
010	210-0100	***GRADING COMPLETE INCLUDES CLEARING AND DEMO	LS	1		
015	na	***CONCRETE CANOE BOAT LAUNCH COMPLETE-	LS	1	65,000.00	65,000.00
020	702-7401	JOINT PLANTING – BLACK WILLOW LIVE STAKES	SF	1400		
025	163-0300	CONSTRUCTION ENTRANCE	EA	1	4,200.00	4,200.00
030	na	CONCRETE WASHOUT	EA	1	2,000.00	2,000.00
035	163-0528	SILT FENCE-TYPE C, INCLUDE MAINTENANCE	LF	2734	5.30	2,650.00
040	643-8200	BARRIER TREE FENCE	LF	590		
045	318-3000	GRAVEL	TN	260		
050	603-1050	RIP-RAP	TN	55	87.27	4,800.00
055	700-9300	SOD GRASS STRIP	SF	2600		
060	163-0232	TEMPORARY GRASSING	AC	0.25 .10	8,000.00	800.00
065	700-6910	PERMENANT GRASSING	AC	0.25 .10	8,000.00	1,200.00
ALTERNATE						
200	na	HELICAL PILES - 8 PILES-	LF	120	70.83	8,500.00
Subtotal						89,150.00
TOTAL COST NUMERIALS:						
\$89,150.00						
TOTAL COST WORDS:						
Eighty nine thousand one hundred fifty dollars						

***NOTE: ALL ITEMS AND EQUIPMENT ASSOCIATED WITH THE INSTALLATION, MATERIALS AND WORKMANSHIP. UNLESS SPECIFIED AS AN INDIVIDUAL COMPONENT.

NOTE: IF APPLICABLE MOBILIZATION SHALL BE INCLUDED IN THE PROPOSED BID ITEM.

BID PROPOSAL
(Continued)

Total amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. It is the intent to include all items necessary to provide complete construction as indicated on the construction plans. Payment shall be by the units specified in the bid proposal.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his/her bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

American Contractors

Attached hereto is a bid bond or ~~certified check~~ ^{XXXXXX} on the _____ of Los Angeles, CA in the amount of five percent according to conditions under "Information For Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

Reed Bearden 175 Tom Jones Rd. Kingston, GA 30145

Karen Bearden 175 Tom Jones Rd. Kingston, GA 30145

City of Cartersville
Canoe Boat Launch

November 7th, 2013

BID PROPOSAL
(Continued)

BIDDER: CDB Construction, Inc.

The 5 day of Dec., 2013

By: 
NAME SIGNED

Reed Bearden
NAME PRINTED

Title: President

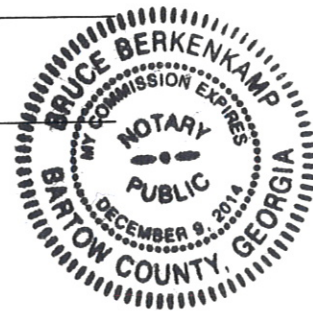
Address: P.O. Box 429

Kingston, GA 30145

Phone: (770) 336-9991

Attest: 
NAME SIGNED

Bruce Berkenkamp, Notary Public
NAME PRINTED



City of Cartersville
Canoe Boat Launch

November 7th, 2013

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Georgia COUNTY OF Bartow

I, Reed Bearden, being first duly sworn, deposes and says that:

He or she is President
(Owner, Partner, Officer, Representative or Agent)

Of CDB Construction, Inc., the bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this Affiant, has in any way colluded, conspired, collusive or sham Bid in connection with the Contract or which the attached Bi has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against **The City of Cartersville, Georgia** or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the party of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: CDB Construction, Inc.

By: *Reed Bearden*
(name signed)

Title: President

Reed Bearden
(name printed or typed)

Date: 12/05/13

City of Cartersville
Canoe Boat Launch

November 7th, 2013

Subscribed and sworn to me this 5 day of Dec., 2013.

NOTARY PUBLIC:

Bruce Berkenkamp
(name signed)

Bruce Berkenkamp
(name printed or typed)



Commission Expires: 12/09/14

(SEAL)

.....END OF SECTION.....

November 7th, 2013CORPORATE CERTIFICATE

I, Karen Bearden certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that Reed Bearden, who signed said Bid on behalf of the Contractor was then President of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.

This 5 day of Dec, 2013.

Corporate Secretary: Karen Bearden
(name signed)

Karen Bearden
(name printed or typed)

(SEAL)

.....END OF SECTION.....

NO CONFLICT OF INTEREST CERTIFICATE

By signing and submitting this Bid I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Project will not engage in business ventures with employees of Owner or Engineer nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of the Owner or Engineer.

Also, by signing and submitting this Bid, I hereby certify that I will notify the Owner of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Project with a family member of the Owner's employees.

BIDDER: CDB Construction, Inc.

By: 
(name signed)
Reed Bearden
(name printed or typed)

Title: President

Date: 12/05/13

.....END OF SECTION.....

November 7th, 2013

AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Reed Bearden

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

CDB Construction, Inc.

[Name of business, corporation, partnership]

- 1) X I am a United States citizen
- 2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Reed Bearden 12/05/13
Signature of Applicant: Date

Reed Bearden
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

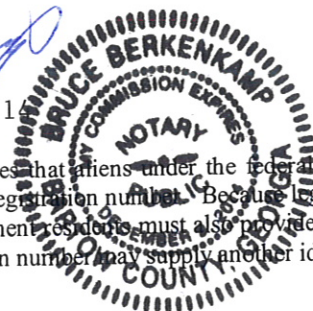
5 DAY OF Dec, 2013

* N/A

Alien Registration number for non-citizens

Bruce Berkenkamp
Notary Public

My Commission Expires: 12/09/14



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

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

70587

EEV/Basic Pilot Program* User Identification Number

Reed Bearden
BY: Authorized Officer or Agent
(Contractor Name)

12/05/13

Date

CDB Construction, Inc.

Contractor/Entity Name

President

Title of Authorized Officer or Agent of Contractor

P.O. Box 429 Kingston, GA 30145

Contractor Address

Reed Bearden

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE5 DAY OF Dec, 2013

Bruce Berkenkamp
Notary Public

My Commission Expires: 12/09/14



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

DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Contractor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the contract; and
2. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to O.C.G.A Section 50-24-3(b)(7)."

By signature on this certificate, the Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

CONTRACTOR: CDB Construction, Inc.

By: *Reed Bearden*
(name signed)

Reed Bearden
(name printed or typed)

Title: President

Date: 12/05/13



City of Cartersville

**City Council Meeting
2/20/2014 7:00:00 PM
GDOT Gateway Grant Application**

SubCategory:	Grant Application/Acceptance
Department Name:	Public Works
Department Summary Recommendation:	We would like to apply for this \$50K Gateway Landscaping Grant from GDOT. No local match is required for this grant. If awarded these funds would be used to further improve the Main Street at I-75 Interchange. We request that you approve for the Mayor to sign all related documents concerning this grant.
City Manager's Remarks:	This is additional funding that is available from GDOT that we can make application for. Your approval of the grant application is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



**FY 2014 Application for Georgia Department of Transportation
GATEway Grant
For Roadside Enhancement and Beautification**

Applicant/Government Sponsor Information

Applicant/Organization		Email	
Main Contact/Title		Phone Number	
Contact Address	City	State	Zip
Government Sponsor		Sponsor Email	
Sponsor Contact /Title		Sponsor Phone	
Sponsor Address	City	State	Zip

Project Information

County	City	State Route	Milepost	GDOT District
Speed Limit	Congressional District for Project Location*			
If a continuation of an existing project, what is the project identification number?				

Revised 12-5-2013

Attach the following required documents in the order specified below and check off

1. Location Map	2. Site Analysis	3. Project Description	4. Conceptual Landscape Drawing	5. Cost Estimate	6. Long-term Maintenance Plan	7. Letter of Recommendation
☐	☐	☐	☐	☐	☐	☐

*Include Congressional District # in this box

Funds

Estimated Total Cost of Project	Amount Requested
Funding Sources for Items not Covered by Grant	

Include only one site location per application.

I understand and acknowledge that the following guidelines must be followed as it relates to this project:

USDOT/FHWA A Manual on Uniform Traffic Control Devices – current edition

GDOT Standard Specifications for Construction of Transportation Systems

GDOT Special Provision Sections 202, 700, and 702

ANSI Z 60.1 American Standard for Nursery Stock – current edition

GDOT Scenic Byway Program and Corridor Management Plan Guidelines and Requirements

The Americans with Disabilities Act

Landscape Guidelines for application submittals shall follow the policy established for ***Landscaping on the DOT Right of Way*** (TOPPS 6755-9) and/or as established by the Landscape Architecture unit of Georgia Department of Transportation Maintenance.

This project must be completed by the grantee within thirty (30) months from the date of the signed Agreement. Failure to meet this deadline will subject these funds to reallocation.

The undersigned, hereby certifies that all requirements of the grant program are understood, and that all information provided in this grant application is true and correct, and represents the desires of the local government entity where the project will be installed.

The undersigned shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the undersigned in the performance of work under this Grant Application.

The undersigned hereby indemnifies and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the undersigned's negligent acts, errors or omissions in the performance of this Agreement.

Revised 12-5-2013

These indemnities shall not be limited by reason of the listing of any insurance coverage.

Signature _____ Date _____

Title _____

Submit to:

GDOT Office of Maintenance
One Georgia Center
600 W. Peachtree St. N.W., 10th Floor
Atlanta, Georgia 30308
ATTN: Landscape Architecture

For Department use only:

Grant Number _____

Please review submittal deadlines in the grant program guidelines.

Send any questions to Landscape@dot.ga.gov.



MEMORANDUM OF UNDERSTANDING*

BETWEEN

The City of Cartersville, hereinafter called the "GRANTEE", and
the Georgia Department of Transportation, hereinafter called the "DEPARTMENT",

RELATIVE TO

The GRANTEE assuming responsibility for tasks associated with design, administration, or plant installation, and maintenance for Special Encroachment permit application project name Main Street Landscape Project, hereinafter called the "PROJECT".

I. IT IS THE INTENTION OF THE PARTIES:

The GRANTEE fund 100% of cost for maintenance, design, administration, construction, equipment, or mitigation for the PROJECT.

II. IT IS AGREED:

- A. That plant material funding will be dependent upon the GRANTEE obtaining a special encroachment permit from the District Traffic Operations Office meeting appropriate safety, access, and design standards;
- B. That nothing contained herein shall obligate the DEPARTMENT to proceed with subsequent stages of the PROJECT.
- C. That the GRANTEE'S expenditure prior to execution of an Agreement with the DEPARTMENT for funding plant material of the PROJECT shall be at the sole cost and risk to the GRANTEE. Should the GRANTEE or the DEPARTMENT determine that for any reason the PROJECT is unable to enter subsequent stages, the DEPARTMENT is not responsible for reimbursement of local funds expended on the PROJECT.

III. The GRANTEE shall Certify that they have read and understand T.O.P.P.S. document 6755-9 – Landscaping on the Right of Way and will comply in full with said provisions.

IV. The GRANTEE shall certify that the local government entity sponsor shall sign a Mowing and Maintenance Agreement to maintain the landscaped site for 50 years.

V. The GRANTEE shall submit a record of progress from start to completion, receipts showing how the PROJECT money was spent, and photos of the final implementation of the PROJECT to the Department's State Office of Maintenance along with a concise electronic presentation file for use at a Roadside Enhancement and Beautification Council meeting. The design activities shall be accomplished in accordance with the

* This document includes requirements for the applicant if awarded a grant.

applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", and constructed in accordance with the DEPARTMENT's Standard Specifications Construction of Transportation Systems, Current Edition, PROJECT schedules; and applicable guidelines of the DEPARTMENT when portions of the project are on state routes.

VI. The PROJECT construction plans and right of way plans shall be prepared in English units.

VII. The GRANTEE shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT or parts of the PROJECT within the right of way of state routes. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's District Access Management Supervisor and the District Utilities Engineer.

VIII. The GRANTEE will be responsible for performing the construction supervision and documentation for the project. At the discretion of the Department, additional erosion control measures will be performed on the project when deemed necessary by the Area Engineer.

IX. The GRANTEE shall be solely responsible for advertising and awarding the construction contract for the PROJECT.

X. The GRANTEE shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the GRANTEE pursuant to this AGREEMENT. The GRANTEE shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. The GRANTEE shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the GRANTEE pursuant to this AGREEMENT.

XI. Both the GRANTEE and the DEPARTMENT hereby acknowledge that time is of the essence. The GRANTEE shall have thirty (30) months from the Date the Memorandum of Agreement is signed after the Encroachment Permit is approved to expend the awarded funds. The Department reserves the right to reduce the Award Amount if the cost for the project is lower than the estimated construction cost or the scope of the project is reduced.

XIV. This AGREEMENT is made and entered into in the State of Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the GRANTEE have caused these presents to be executed under seal by their duly authorized representatives. The parties hereto have executed this Memorandum of Understanding, this _____ day of _____, 20 _____

DEPARTMENT OF TRANSPORTATION

Commissioner

Grantee

ATTEST:

City Clerk

Treasurer

Date

Revised 10-15-2013



RESOLUTION* NO. _____

A RESOLUTION OF THE _____ OF THE _____ AUTHORIZING THE TO APPLY FOR AND ACCEPT A GATEway GRANT. UPON AWARD OF THE GRANT, THE SHALL ENTER INTO A MOWING AND MAINTENANCE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

Whereas, the _____ of the _____ beautify and improve various rights of way by landscaping within the _____; and

Whereas, the _____ of the _____ wish to authorize the _____ to apply for a GATEway Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between _____ and the Georgia Department of Transportation.

NOW THEREFORE,

BE IT RESOLVED by the _____ of the _____

Section 1. The _____ of the _____ hereby authorize the _____ to apply for a GATEway Grant. Upon award of the grant, the _____ shall enter into a Mowing and Maintenance Agreement between the _____ and the Georgia Department of Transportation.

Section 2. The City/County Clerk of _____ is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the _____.

APPROVED AND ADOPTED by the _____ of the _____ at the regular meeting assembled this _____ day of _____.

ATTEST:

CITY/COUNTY CLERK

(City Seal)

EXECUTIVE OFFICER

APPROVED AS TO FORM:

CITY/COUNTY ATTORNEY

SPONSORED BY: _____ of the _____

* This Resolution is an anticipatory document to allow the local government entity to be aware they will eventually be required to sign a Maintenance Agreement for the roadside enhancement site.

Item # 6



City of Cartersville

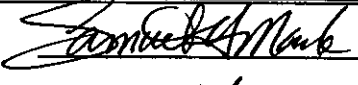
City Council Meeting

2/20/2014 7:00:00 PM

Change Order #1 - Etowah Drive 12" Water Main Replacement

SubCategory:	Change Order								
Department Name:	Water Department								
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Bob Jones DATE: February 20, 2014 SUBJECT: Change Order No. 1- Etowah Drive 12" Water Main City Council approved the Etowah Drive 12 inch Water Main Replacement contract with C.H. Kirkpatrick & Sons, Inc. in the amount of \$1,295,319.98 on 9/5/2013. Due to field conditions and an error in the original bid specification, an increase of \$21,106.66 (1.6% of original contract amount) is hereby requested. The original bid specification was written to allow "leaded" brass. As of January 4, 2014 brass with a lead content of >0.25% is not allowed to be installed in potable water systems. Also, the bid specification omitted a pay item for 1" copper tubing which is required on all dual meter settings by City code. Lastly, we are requesting approval of 120 feet of free bore in order to preserve the root system of several very large/old trees near the new main. Boring this section of line will allow us to avoid installing the pipe via open trench. These changes resulted in the following itemized amounts: <table><tr><td>No Lead Brass</td><td>\$6,113.06</td></tr><tr><td>1" Copper Tube</td><td>\$8,993.60</td></tr><tr><td>12" Free Bore</td><td>\$6,000.00</td></tr><tr><td>TOTAL:</td><td>\$21,106.66</td></tr></table> The Water Department recommends approval of this change order to the project. This change will bring the total project cost to \$1,316,426.64. This is a bond funded project. All E-Verify and SAVE documentation was submitted with the original bid and is on hand.	No Lead Brass	\$6,113.06	1" Copper Tube	\$8,993.60	12" Free Bore	\$6,000.00	TOTAL:	\$21,106.66
No Lead Brass	\$6,113.06								
1" Copper Tube	\$8,993.60								
12" Free Bore	\$6,000.00								
TOTAL:	\$21,106.66								
City Manager's Remarks:	Your approval of the change order outlined above is recommended. Cover Memo								
Financial/Budget	Item # 7								

Certification:	This is a bond funded project
Legal:	
Associated Information:	

CONTRACT CHANGE ORDER		Change Order No. 1	Date February 6, 2014
To: C.H. Kirkpatrick & Sons Welding Svc, Inc. 4200 Hwy 411 N.E. Rydal, Georgia 30171	Engineer: Jacobs Engineering Group, Inc. 745 South Milledge Avenue Athens, GA 30605	Owner: City of Cartersville P.O. Box 1390 Cartersville Georgia 30120	
You are hereby directed to comply with the following changes from the contract plans and specifications:	Project: Etowah Drive 12- Inch Water Main Replacmenet City of Cartersville - Project No:	Contract No.	Project No. EEXF7200
Item No.	Description of changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in contract price	Increase in contract price
1	Change Order No. 1 a. 1-Inch Copper Tubing (560 feet x \$16.06/feet) b. 3/4 inch short side dual service (no lead fittings) = \$129.44 x 17 c. 3/4 inch short side single service (no lead fittings) = \$57.97 x 21 d. 3/4 inch long side dual service (no lead fittings) = \$129.44 x 15 e. 3/4 inch long side single service (no lead fittings) = \$57.97 x 13 f. Free Bore for 12-inch water main (120 feet x \$50.00/feet)		\$ 8,993.60 \$ 2,200.48 \$ 1,217.37 \$ 1,941.60 \$ 753.61 \$ 6,000.00
Total decrease:		\$ -	
Total increase:			\$ 21,106.66
Net increase/(decrease) in contract price:			\$ 21,106.66
Changes in contract price due to this change order:			
The changes in contract scope described in this change order are hereby incorporated into the contract. The previously approved contract price was: \$ 1,295,319.98 The new approved contract price is: \$ 1,316,426.64			
A total of <u>0</u> calendar days are hereby added to the original contract period.			
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.			
Recommended by Engineer:	Jacobs Engineering Group, Inc.	 Date 2/6/14	
Accepted by Contractor:	C.H. Kirkpatrick & Sons Welding Service, Inc.	 Date 2/6/14	
Approved by Owner:	City of Cartersville, Georgia	_____ Date	



City of Cartersville

City Council Meeting

2/20/2014 7:00:00 PM

Paint and Refurbish Exterior of City Administration Building

SubCategory:	Contracts/Agreements
Department Name:	
Department Summary Recommendation:	The City received two quotes to repaint/caulk/reglaze the windows and repaint the exterior trim at the City Manager's building. Edwards Paint Contractors quoted labor and material at \$5,500 and Fowler Professional Painting quoted \$11,000. Edwards is recommended for your approval. The recommendation is to go with Edwards Painting with a cost not to exceed \$5,625. The cost of the required oil based paint went up in price at the first of this year. The original quote was made late last Fall.
City Manager's Remarks:	Your approval of the work outlined above is recommended.
Financial/Budget Certification:	This is not a budgeted item, and we will have to make an amendment to the budget.
Legal:	
Associated Information:	

EDWARDS

PAINT
CONTRACTORS

SINCE 1951

Commercial & Residential

• Pressure Washing • Paper Hanging • Spraying • Brushing

Larry Edwards

30 Gaddis Road, NW • Cartersville, GA 30120 • 770-386-0321

Will furnish labor and material
on pressure washing, scraping all
loose paint spot prime with oil
primer, scrape and glaze all windows
where needed, apply by brushing
all exterior trim windows including
basement windows scrape, sand loose
paint on metal grills on basement
windows, including metal hand rails,
apply top coat of best grade
Sherwin Williams oil base paint to
all exterior of City Offices

labor 4,600.⁰⁰
material 950.⁰⁰
\$ 5,550.⁰⁰

Larry Edwards
Oct 4 2013

Item # 8

FOWLER

Professional Painting

Ronald Fowler

319 Briar Patch Lane
Cartersville, Georgia 30120
770-386-1094
Cell 678-662-0890

Estimate of Services

Date 10-7-2013

Details of services:

Paint city office building.
Scrape, caulk, and prime as needed.
Close and caulk windows as needed.
Paint all surfaces using Sherwin-Williams SWP oil-based paint.
Satisfaction guaranteed!

Labor Cost: \$ 9000.00

Material Cost \$ 2000.00 Item # 8

* Materials can be supplied by the customer

Tax (material only) \$ 400.00

O.C.G.A. §50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for an occupational tax certificate, alcohol license, or other public benefit as referenced in O.C.G.A. § 50-36-1, from the City of Cartersville, the undersigned applicant verifies one of the following with respect to my application for a public benefit.

- 1) ✓ I am a United State citizen
- 2) _____ I am a legal permanent resident of the United States
(Have a permanent resident card)
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency (ie. Work Visa)

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e)(1), with this affidavit.

The provided secure and verifiable document can best be classified as: 051646411

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Cartersville (city), Georgia (state).

Larry K Edwards
Signature of Applicant

Larry K Edwards
Printed Name of Applicant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

17 DAY OF Feb, 2014

Catherine Hembrice
NOTARY PUBLIC

My Commission Expires: 6-20-14

10 or less employees

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize 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. § 36-60-6.

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

Executed on 17 of Feb, 2014 in Cartersville (city), Ga (state).

LARRY Edwards Paintings
Printed Name of Exempt Private Employer (Business)

Larry K Edwards
Signature of Exempt Private Employer or Authorized Officer or Agent

Larry K Edwards
Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 17 DAY OF Feb, 2014.

Catherine Hemmree
NOTARY PUBLIC

My Commission Expires:

June 20, 2014



City of Cartersville

City Council Meeting
2/20/2014 7:00:00 PM
Blackboard Connect

SubCategory:	Contracts/Agreements
Department Name:	City Manager
Department Summary Recommendation:	The Blackboard Connect program is continually used to keep the public informed of city events , parks and recreation information, road closures, road/utility work and much more. It allows us to use phone, email and text messaging to communicate. It has proven to be a successful medium and well worth the price. After reviewing, Keith recommended a few modifications to the agreement and those have been made. The invoice total is \$14,486 and the e-verify document has been provided. We recommend approval of this budgeted item.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Ozie Malikyar

From: support@blackboardconnectcty.com
Sent: Tuesday, August 10, 2010 4:17 PM
To: Executive Group; Finance and Legal; Client Care; Sales Team Connect - All; BBCI Contract Team
Subject: Blackboard Connect Contract Signed

MUNICIPAL INFORMATION

MunicipalID: 148609
Municipality: CITY OF CARTERSVILLE
Location: CARTERSVILLE, GA
Additional Account Contact: Barbara Hsieh
Primary Client Care Contact: Tessa Carag
Sales Lead: Dan Petersen
Senior Client Care Director: Tessa Carag

CONTRACT DETAILS

Num Addresses: 6,743
Contract Total: \$7,243.00
Contract Dates: 7/1/2010 to 12/31/2010

Client Since: 7/1/2007

IMPLEMENTATION INFORMATION

NOTES: CTY Champ: CRYSTAL SUMMERS

Ozie Malikyar

From: support@blackboardconnectcty.com
Sent: Tuesday, August 10, 2010 4:19 PM
To: Executive Group; Finance and Legal; Client Care; Sales Team Connect - All; BBCI Contract Team
Subject: Blackboard Connect Contract Signed

MUNICIPAL INFORMATION

MunicipalID: 148609
Municipality: CITY OF CARTERSVILLE
Location: CARTERSVILLE, GA
Additional Account Contact: Barbara Hsieh
Primary Client Care Contact: Tessa Carag
Sales Lead: Dan Petersen
Senior Client Care Director: Tessa Carag

CONTRACT DETAILS

Num Addresses: 6,743
Contract Total: \$14,486.00
Contract Dates: 1/1/2011 to 12/31/2013

Client Since: 7/1/2007

IMPLEMENTATION INFORMATION

NOTES: CTY Champ: CRYSTAL SUMMERS



VOID IF EXECUTED AFTER AUGUST 30, 2010

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") dated July 26, 2010, is entered into between the City of Cartersville, GA (the "Customer") and Blackboard Connect Inc., a Delaware corporation and wholly-owned subsidiary of Blackboard Inc. ("Blackboard Connect") (collectively, the "Parties" and individually, the "Party"), whereby the Customer wishes to utilize the *Blackboard Connect Service* (the, "Service") subject to and in accordance with the following terms and conditions, and other good and valuable consideration, the receipt of which are hereby acknowledged. Accordingly, the Parties hereby agree as follows:

1. Service.

- a. Unlimited Messaging. Blackboard Connect shall provide the Customer only, with the Service to send unlimited any-time messages to 6,743 households, businesses, and other related individuals within the Customer's jurisdiction (each, a "Recipient," and collectively, the "Recipients"). The Customer may purchase additional modules from Blackboard Connect at the then-current pricing and terms by issuing a purchase order (or other accepted ordering method) to Blackboard Connect for such module. Any such additional modules shall be governed by the terms and conditions of this Agreement.
 - b. Database. Blackboard Connect will provide the Customer with one (1) phone number per physical address to the extent that such numbers are available (the "Blackboard Connect Data"). The Customer may provide up to two (2) phone numbers and two (2) email addresses per Recipient (the "Customer Data"), provided, that, for business Recipients, the secondary phone numbers must not tie up more than one phone line of a multi-line business. The Customer Data, the Blackboard Connect Data, and the data input by individuals via the CTY Web Portal ("Portal Data"), may hereinafter be collectively referred to as the "Recipient Data". Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by the Customer or Recipient.
 - c. Training, Customer Support, Maintenance. Blackboard Connect will provide training to educate all users on how to send messages, receive reports, and other aspects of the operation of the Service. Blackboard Connect will also provide the Customer with unlimited maintenance and support (Customer care and technical support), on a twenty-four (24) hour, seven (7) days a week basis, throughout the life time of the Agreement. The Customer will designate qualified personnel to act as liaisons between the Customer and Blackboard Connect respecting technical, administrative and content matters, and providing accurate and current contact information.
 - d. Geographic Information System (GIS) Mapping. The Service will include a geo-based mapping system that allows the Customer to create specific call lists for certain areas of the Customer's jurisdiction using criteria such as radius, street, zip code.
 - e. Remote Launching Capability. The Service allows the Customer to access and use the Service from anywhere in the U.S. via an Internet connection and/or a phone.
 - f. CTY Web Portal. If Customer elects to link to and use the web interface provided by Blackboard Connect, the provisions in this Section 1.f. shall apply. The Customer agrees that the CTY Web Portal is for the sole purpose of enabling Recipients to update and add their contact information. If the Customer elects to use the CTY Web Portal, Blackboard Connect grants for the period of the Term (as defined below) to Customer a limited non-exclusive, worldwide, royalty-free license to place a digital image of the Blackboard Connect *Connect-CTY Sign-up Logo*, which will be presented to Customer (the "Image"), on an appropriate page of the Customer's Internet site, located at a URL to be provided by the Customer, with a hyperlink to Blackboard Connect's CTY Web Portal site (the "Link") (the "CTY Web Portal"). The Customer may not use any other trademark or service mark in connection with the Image without the prior written approval of Blackboard Connect. The Link may not be used in any manner to provide a user with access to the CTY Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the CTY Web Portal with any materials posted by Customer or any party other than Blackboard Connect. Customer may not allow the Image to be linked to any other web site. The Customer may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. Blackboard Connect will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. Blackboard Connect reserves the right to modify permission to use the Image and/or the Link at any time.
2. Term; Termination. This Agreement will commence on July 1, 2010 (the "Service Start Date") and will continue through December 31, 2013 (the "Initial Term"). Thereafter, the Agreement will renew automatically upon the expiration of the Initial Term for three (3) successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into Blackboard Connect's systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the Customer expressly accepts that the terms and conditions of this Agreement will also apply during that earlier period.
- a. Termination for Convenience. Either party may terminate the Agreement for convenience on December 31, 2010, by giving the other Party at least thirty (30) days prior written notice to terminate. Thereafter, either Party can terminate the Agreement for convenience on the one year anniversary of the Service Start Date, and each one year anniversary thereafter during the Initial Term, by giving the other Party at least thirty (30) days prior written notice to terminate. Additionally, either party may terminate the Agreement for convenience on December 31, 2010
 - b. Termination with Cause. Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination

by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee calculated from the date of termination to the end of the applicable annual period. This Agreement can be terminated immediately by Blackboard Connect for non-payment.

- c. **Effect of Termination.** In the event of termination or expiration of this Agreement, the Customer will: (i) immediately discontinue access to and/or use of the Service under this Agreement; (ii) pay to Blackboard Connect all amounts due and payable under this Agreement; and (iii) return all documentation and related training materials to Blackboard Connect within a reasonable time at the Customer's cost and immediately disable any embedded link(s) to the Web Portal. Any termination of this Agreement will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 2, 3, 4, 6, 7, 8 and 9 will survive the expiration or termination of this Agreement for any reason.
3. **Fees.** In consideration for the use of the Service during the period July 1, 2010 through December 31, 2010 ("Period 1") of the Initial Term, the Customer will pay Blackboard Connect a Service Fee of \$7,243.00. In consideration for the use of the Service during the period January 1, 2011 through December 31, 2012 ("Period 2") of the Initial Term, the Customer will pay Blackboard Connect an annual Service Fee of \$14,486.00. The Service Fee for Period 2 will be invoiced on January 1, 2011 and is due within 30 days of invoicing. Thereafter, the Service Fee will be invoiced on an annual basis. For subsequent Renewal Terms beyond the expiration of the Initial Term, the Service Fee shall be at Blackboard Connect then-current pricing.
 - a. Fees are paid at the beginning of each annual period and are due in no event later than thirty (30) days after the date of an invoice from Blackboard Connect. Late payments may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law.
 - b. The fees hereunder do not include any sales, use, or other taxes, government fees or levies on the provision of the Service. Customer will be responsible for payment of all applicable taxes, fees or levies, unless the Customer is exempt therefrom and provides Blackboard Connect with a copy of Customer's tax exemption certificate or number. All payments to Blackboard Connect shall be made without any deduction or withholding, unless required by applicable law in which case the Customer shall ensure that the net amount actually received by Blackboard Connect from the Customer equals the full amount Blackboard Connect would have received had no such deduction or withholding been required.
4. **Confidentiality.** Each Party agrees to maintain the confidentiality of the other Party's confidential information with no less than a reasonable degree of care. Blackboard Connect "Confidential Information" shall include, but is not limited to, the Service and all documents relating to the provision of Service, the Blackboard Connect Data, Portal Data, member pages of its website, training guides and manuals. Each Party agrees to limit access to the Confidential Information to those of its employees and agents who have a business need for the access and who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Blackboard Connect does not rent, trade, or sell Recipient Data received from Customer to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service.
5. **Privacy Policy and Acceptable Use Policy.** The Customer agrees to comply with the then current Acceptable Use Policy and Privacy Policy (collectively, the "Policies"), which Blackboard Connect reserves the right to modify, from time to time, effective five (5) days after such modified Policies are posted at the relevant link (which can be found at the Blackboard Connect Website located at www.blackboardconnect.com), such posting to constitute effective notice of changes. In the event of an express conflict between the terms of the Agreement and the terms of the Policies, the terms of the Agreement will prevail.
6. **Representations and Obligations.** The Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and contracts in use of the Service and with respect to the content and transmission of its messages sent using the Service; (ii) it will use best efforts in providing accurate and complete Customer Data; (iii) it has met all legal, regulatory and contractual requirements in providing, and using, the Customer Data, in connection with the Service, including, but not limited to, obtaining requisite consents to call a Recipient; (iv) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard Connect in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (v) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Service; (vi) it will not subject Blackboard Connect to any regulations or laws due to the import of certain Recipient Data; (vii) it will not send messages to Recipients who have opted out of receiving messages from the Customer; (viii) if Customer licenses data from Blackboard Connect, it will only use such data to contact individuals pursuant to the use of the Service and is prohibited from downloading or making copies of such data; and (ix) it will not use the Service in combination with products or services not provided by Blackboard Connect or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right. The Customer agrees to defend, indemnify and hold harmless Blackboard Connect against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer's use of the Service.
7. **Limitation of Liability.** In no event will Blackboard Connect, its officers, employees, representatives or licensors be liable to Customer for any indirect, punitive, reliance, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by the Customer or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of this Agreement, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Blackboard Connect, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure

of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under this Agreement caused by or resulting from any act, omission or condition beyond the reasonable control of Blackboard Connect, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Customer's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of Blackboard Connect. Blackboard Connect is not responsible to the Customer, any of Customer's Recipients or any other third party regarding the accuracy or validity of the data entered through the CTY Web Portal, and Blackboard Connect makes no warranty that the CTY Web Portal will be error-free or that access thereto will be uninterrupted. Under no circumstances will the aggregate liability of Blackboard Connect to the Customer or any third party arising out of or related to this Agreement or the provision of the Service, exceed the aggregate fees paid to Blackboard Connect under this Agreement during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of Blackboard Connect for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the Customer shall be responsible for all claims and damage resulting from misuse of the Service by the Customer or its users including reimbursement of any expenses incurred by Blackboard Connect in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Agreement would be substantially different.

8. **Limited Warranty.** THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BLACKBOARD CONNECT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND/OR QUIET ENJOYMENT. NEITHER BLACKBOARD CONNECT NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION; AND BLACKBOARD CONNECT AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE. In the event of the Service's failure to comply with this Agreement, the Customer's sole remedy shall be to terminate the Agreement. The Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, Blackboard Connect shall not be liable for any death, personal injury or damage to property. The Customer also acknowledges and agrees that the primary recourse of the Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to replace First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service.
9. **Miscellaneous.** The Customer acknowledges and agrees that the, Blackboard Connect Data, the Blackboard Connect Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in this Agreement grants or transfers to the Customer any ownership rights in the foregoing materials, the Service, or the image and the goodwill associated therewith. Each Party may seek any relief, including equitable relief provided under law. The Customer is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Blackboard Connect website, without the express written permission of Blackboard Connect. This Agreement will be governed and interpreted in accordance with the governing law of the state of the Customer. In addition to any other relief awarded, the prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement. In the event that any provision of this Agreement is invalid under applicable law, the remainder of this Agreement will continue in full force and effect, and the Parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the Parties and is valid under applicable law. Blackboard Connect is providing a service to the Customer as an independent contractor. No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Blackboard Connect or Customer, any rights, remedies or other benefits under or by reason of this Agreement. All notices to Blackboard Connect must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed postage prepaid, return receipt requested to the attention of the Legal Department at the address on the signatory page. Notices to the Customer must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested to the address on the signature page and to the attention of the signatory. Any notices will be effective upon receipt by the Party receiving such notice. Neither Party may assign this Agreement without the other Party's prior written consent, provided, that Blackboard Connect may assign this Agreement without the Customer's prior consent to (i) a parent, subsidiary or affiliate of Blackboard Connect or (ii) any entity or successor that acquires all or substantially all of the business, stock, or assets of Blackboard Connect. Any assignment made in conflict with this provision shall be void subject to the foregoing, and this Agreement shall benefit and bind

the permitted successors and assigns of the Parties. The Agreement may be executed in counterparts and a signature on a copy of this Agreement received by either Party by facsimile is binding upon the other Party as an original. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. Except as stated herein, this Agreement may be amended only in writing that refers explicitly to this Agreement and that is signed by an authorized representative of both Parties. By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Agreement, including the Policies, and that person who has signed this Agreement for the Customer is authorized to execute and deliver this Agreement on its behalf.

10. During the entire duration of this contract, Blackboard Connect must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date of execution of this Agreement.

CITY OF CARTERSVILLE, GA

BLACKBOARD CONNECT INC.

Authorized Signatory: Matthew J. Santini

Authorized Signatory: _____

Name & Title: Matthew J. Santini
Mayor

Name & Title: _____

Execution Date: Aug. 5, 2010

Execution Date: _____

Address:
PO Box 1390
1 North Erwin Street
Cartersville, GA 30120Address: Blackboard Inc.
650 Massachusetts Ave NW, 6th floor
Washington DC 20001-3796Contact Person: Elaine EdwardsContact: Ozie Malikyar, Contract Specialist
202-463-4860 ext. 2574Telephone Number: 770. 387. 5686

Fax: 8184500425

Fax Number: 770. 386. 5841Email: Ozie.malikyar@blackboard.com

Email Address:

eedwards@cityofcartersville.org

Mayor's signature must be attested to by the City Clerk, modify as follows:

Execution Date: Aug. 5, 2010/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Renee Faunce
~~Connie Keeling~~ Renee Faunce
Asst. City ClerkAddress: City of Cartersville
P.O. Box 1390
1 North Erwin Street
Cartersville, GA 30120Contact Person: Elaine Edwards
Telephone Number: 770-387-5686
Fax Number: 770-386-5841
Email Address: eedwards@cityofcartersville.org

CUSTOMER: CITY OF CARTERSVILLE**Blackboard**

**AMENDMENT
TO THE BLACKBOARD CONNECT SERVICES AGREEMENT DATED August 5, 2010 BETWEEN BLACKBOARD
INC. AND
CITY OF CARTERSVILLE**

This Amendment to the Blackboard Connect Services Agreement dated **August 5, 2010** ("Agreement") between Blackboard, Inc. ("Blackboard") and **City of Cartersville** ("Customer") is made as of final signature date below.

The purpose of this amendment is to partially modify Section 6 ("Representations and Obligations") and Section 2 ("Term; Termination") of the Agreement.

The parties hereby agree to the following:

1. The line in Section 6: **"The Customer agrees to defend, indemnify and hold harmless Blackboard Connect against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer's use of the Service."** shall be modified to read:

"To the extent allowed by applicable law, the Customer agrees to defend, indemnify and hold harmless Blackboard Connect against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer's use of the Service as applicable by state law."

2. The line in Section 2: **"Thereafter, the Agreement will renew automatically upon the expiration of the Initial Term for three (3) successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term") unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term."** shall be modified to read:

"Thereafter, the Agreement may renew upon the expiration of the Initial Term for three (3) successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term") upon mutual agreement of both parties, unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term."

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the final signature date below.

BLACKBOARD**CITY OF CARTERSVILLE**

Signature
TESS FRAZIER, VICE PRESIDENT

Print Name and Title

Signature

Print Name and Title

Date:

Date:

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

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

11326
EEV/Basic Pilot Program* User Identification Number

Alyssa T Senzel
BY: Authorized Officer or Agent
(Contractor Name)

11-5-13
Date

Associate General Counsel
Title of Authorized Officer or Agent of Contractor

Alyssa T Senzel
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

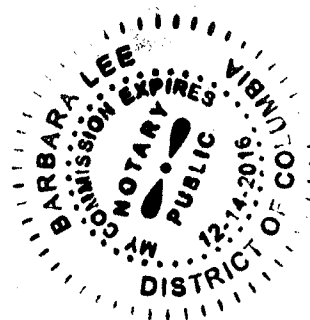
BEFORE ME ON THIS THE

5 DAY OF NOVEMBER, 2013

[Signature]
Notary Public

My Commission Expires:

12-14-16



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



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

Bill To

Town of Cartersville
PO Box 1390
1 North Erwin Street
Cartersville GA 30120
United States

Please Remit**Checks:**

Blackboard
Dept LA 23628
Pasadena, CA 91185-3628

Wire Transfers:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # 121140399
For Credit to: Blackboard
Account No. 3300710630
Swift Code: SVBKUS6S

INVOICE

Invoice Date: Jan 28, 2014
Invoice Number: 1149646
Customer No: 315822
Customer PO:
Payment Terms: Net 30
Due Date: Feb 27, 2014

Billing Questions

Phone:
800.424.9299 .2347
Email: BillingOps_Connect@blackboard.com

Tax ID:

FEIN (USA): 52-2081178
GST (CANADA): 86533 4619 RT0001;BC PST10163504



Quantity	UOM	Product Code	Description	Net Amount
1.00	YR	BC-STND-CYNA	CONNECT SERVICE CTY Jan 01, 2014 - Dec 31, 2014	14,486.00
Subtotal: USD				14,486.00
Amount Due: USD				14,486.00

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>

Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.

Failure to comply with this request may result in returned payment.



City of Cartersville

City Council Meeting
2/20/2014 7:00:00 PM
December 2013

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the December 2013 financial report. Also attached are the supplemental financial information and the cash position reports for the same time period.
City Manager's Remarks:	Tom R. will present this information to you at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY
As of December 31, 2013

01 # wat

<i>GENERAL FUND, excluding SPLST, DBA & School System Property Tax Revenue & Expenditures</i>						100.00%
	FY 2012 - 13 MONTH OF December-12	FY 2013 - 14 MONTH OF December-13	FY 2012 - 13 Year to Date December-12	FY 2013 - 14 Year to Date December-13	OF BUDGET (Year to Date)	
REVENUE	\$1,499,386	\$1,758,540	\$11,541,646	\$12,414,758	54.61%	
EXPENDITURE	\$1,474,781	\$2,779,490	\$11,552,784	\$13,178,981	57.97%	
Gen. Fund Net Profit (Loss)	\$24,605	(\$1,020,950)	(\$11,138)	(\$764,223)		
WATER & SEWER						
REVENUE	\$977,468	\$1,063,410	\$6,927,303	\$7,035,431	34.41%	
EXPENDITURE	\$931,573	\$1,385,837	\$7,134,393	\$7,542,436	36.89%	
Wtr. & Swr. Fund Net Profit (Loss)	\$45,895	(\$322,427)	(\$207,090)	(\$507,005)		
GAS						
REVENUE	\$1,888,222	\$2,502,797	\$8,179,809	\$9,449,356	37.15%	
EXPENDITURES	\$2,064,523	\$2,131,296	\$9,154,369	\$10,660,861	41.91%	
Gas Fund Net Profit (Loss)	(\$176,301)	\$371,501	(\$974,560)	(\$1,211,505)		
ELECTRIC						
REVENUE	\$3,440,623	\$3,619,758	\$22,907,330	\$23,156,698	49.33%	
EXPENDITURES	\$3,368,728	\$3,654,770	\$22,264,265	\$22,828,026	48.63%	
Electric Fund Net Profit (Loss)	\$71,895	(\$35,012)	\$643,065	\$328,672		
STORMWATER						
REVENUE	\$107,265	\$107,913	\$632,728	\$692,437	49.39%	
EXPENDITURE	\$64,708	\$65,523	\$772,000	\$507,083	36.17%	
Stormwater Fund Net Profit (Loss)	\$42,557	\$42,390	(\$139,272)	\$185,354		
SOLID WASTE						
REVENUE	\$172,732	\$175,843	\$1,037,955	\$1,060,607	47.78%	
EXPENDITURE	\$358,609	\$162,152	\$1,271,530	\$1,015,593	45.76%	
Solid Waste Fund Net Profit (Loss)	(\$185,877)	\$13,691	(\$233,575)	\$45,014		
FIBER OPTICS						
REVENUE	\$131,914	\$137,996	\$801,611	\$858,761	51.55%	
EXPENDITURE	\$108,165	\$173,618	\$711,599	\$742,795	44.59%	
Fiber Fund Net Profit (Loss)	\$23,749	(\$35,622)	\$90,012	\$115,966		

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
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Total Unrestricted Cash Balance**Total Restricted Cash Balance**

				% of Monthly Totals to Budget
General Fund	Description	Through 12-31-13	FY 2014 Budget	
	Total Revenues	\$12,414,758	\$22,733,825	54.61%
	GO Bond Proceeds from School	\$1,276,350	\$1,487,450	85.81%
	Property Taxes-City Portion Only	\$1,234,530	\$1,260,260	97.96%
	Local Option Sales Tax (LOST)	\$1,813,662	\$4,058,385	44.69%
	Other Taxes	\$3,706,012	\$7,063,165	52.47%
	Building Permit & Inspection Fees	\$46,856	\$6,000	780.93%
	Fines and Forfeitures	\$347,658	\$823,000	42.24%
	Operating Transfers In-City Utilities	\$2,137,212	\$4,025,430	53.09%
	Other Revenues	\$1,852,478	\$4,010,135	46.19%
	Total Expenditures	\$13,178,981	\$22,733,825	57.97%
	Personnel Expenses	\$7,342,466	\$14,672,425	50.04%
	Operating Expenses	\$2,498,975	\$5,626,495	44.41%
	Transfer to SPLOST 2007 (TANs Payment)	\$1,334,949		
	Capital Expenses	\$16,836	\$315,200	5.34%
	GO Bond Proceeds from School	\$1,276,350	\$1,487,450	85.81%
	Debt Pymt - JDA/CBA	\$481,555	\$176,555	272.75%
	Library Appropriations	\$227,850	\$455,700	50.00%
Water & Sewer Fund	Total Revenues	\$7,035,431	\$20,443,865	34.41%
	Water Sales	\$4,249,476	\$8,484,615	50.08%
	Sewer Sales	\$2,484,362	\$4,740,500	52.41%
	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	\$301,593	\$698,750	43.16%
	Total Expenditures	\$7,542,436	\$20,443,865	36.89%
	Personnel Expenses	\$1,592,705	\$3,135,300	50.80%
	Operating Expenses	\$1,658,653	\$3,189,400	52.01%
	Capital Expenses	\$906,955	\$7,901,220	11.48%
	Transfer To General Fund	\$1,368,684	\$2,734,650	50.05%
	Debt Payments	\$2,015,439	\$3,483,295	57.86%
Gas Fund	Total Revenues	\$9,449,356	\$25,438,015	37.15%
	Gas Sales	\$8,692,106	\$22,463,715	38.69%
	Gas Commodity Charge	\$541,372	\$1,245,000	43.48%
	Bond Proceeds	\$0	\$960,000	0.00%
	Proceeds from Capital Leases	\$0	\$109,300	0.00%
	Other Revenues	\$215,878	\$660,000	32.71%
	Total Expenses	\$10,660,861	\$25,438,015	41.91%
	Personnel Expenses	\$888,046	\$1,783,860	49.78%
	Operating Expenses	\$309,454	\$954,480	32.42%
	Purchase of Natural Gas	\$7,621,536	\$18,072,525	42.17%
	Transfer to General Fund	\$1,748,461	\$3,524,825	49.60%
	Capital Expenses	\$93,364	\$1,102,325	8.47%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 12-31-13	FY 2014 Budget	
	Total Revenues	\$23,156,698	\$46,939,100	49.33%
	Electric Sales	\$22,439,274	\$45,598,600	49.21%
	Other Revenues	\$717,424	\$1,340,500	53.52%
	Total Expenses	\$22,828,026	\$46,939,100	48.63%
	Personnel Expenses	\$1,017,953	\$2,062,180	49.36%
	Operating Expenses	\$631,519	\$1,323,250	47.72%
	Purchase of Electricity	\$19,943,532	\$40,621,800	49.10%
	Capital Expenses	\$108,659	\$687,000	15.82%
	Transfer to General Fund	\$1,126,363	\$2,244,870	50.17%
Stormwater Fund	Total Revenues	\$692,437	\$1,402,065	49.39%
	Stormwater Revenues	\$637,806	\$1,310,500	48.67%
	Mitigation Grant Revenue	\$49,391	\$0	
	Other Revenues	\$5,240	\$12,565	41.70%
	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	\$507,083	\$1,402,065	36.17%
	Personnel Expenses	\$232,994	\$486,520	47.89%
	Operating Expenses	\$221,801	\$585,185	37.90%
	Capital Expenses	\$52,288	\$330,360	15.83%
Solid Waste Fund	Total Revenues	\$1,060,607	\$2,219,575	47.78%
	Refuse Collections Revenues	\$1,037,520	\$2,169,375	47.83%
	Other Revenues	\$23,087	\$50,200	45.99%
	Proceeds From Capital Leases	\$0	\$0	#DIV/0!
	Total Expenses	\$1,015,593	\$2,219,575	45.76%
	Personnel Expenses	\$564,707	\$1,105,535	51.08%
	Operating Expenses	\$450,886	\$1,114,040	40.47%
	Capital Expenses	\$0	\$0	#DIV/0!
Fiber Optics Fund	Total Revenues	\$858,762	\$1,665,775	51.55%
	Fiber Optics Revenues	\$773,591	\$1,510,335	51.22%
	GIS Revenues	\$43,300	\$104,000	41.63%
	Other Revenues	\$41,871	\$51,440	
	Total Expenses	\$742,795	\$1,665,775	44.59%
	Personnel Expenses	\$303,458	\$566,865	53.53%
	Operating Expenses	\$298,036	\$682,125	43.69%
	MEAG Telecom Statewide Pymt	\$114,516	\$229,070	0.00%
	Debt Payment to Electric Dept	\$0	\$125,665	0.00%
	Capital Expenses	\$26,785	\$62,050	43.17%