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 – 6/6/2013
Work Session – 6:00 PM

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. May 16, 2013 (Pages 3-7)

   Attachments

B. Proclamations

1. Recognition of Cartersville High School's Baseball Team Class AAA State Championship (Page 8)

   Attachments

C. Appointments

1. Electric Director (Page 9)

   Attachments

D. Public Hearing

1. North Towne CDBG Grant Project Proposed Amendment (Page 10)

   Attachments

E. First Reading of Ordinances

1. Budget Ordinance for the Fiscal Year 2013-14 (Page 11-14)

   Attachments

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2. Amendment to Utilities Ordinance Regarding Water/Sewer Rates (Pages 15-20)

   Attachments

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3. Amendment to Utility Ordinance Regarding Deposit Requirements (Pages 21-27)

   Attachments

F. Change Order

1. Dellinger Park Pool Improvements (Pages 28-37)

   Attachments

G. Contracts/Agreements

1. Optimists for July 4, 2013 Celebration (Pages 38-44)

   Attachments

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2. Solid Waste Intergovernmental Agreement (Pages 45-48)

   Attachments

H. Bid Award/Purchases

1. Gas Meters (Pages 49-53)

   Attachments

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2. Stopper Fittings and Tapping Operation (Pages 54-57)

   Attachments

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3. Emergency Replacement of Air Conditioning Unit at the D&C Building (Pages 58-60)

   Attachments

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
May 16, 2013

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

City Council Meeting
10 N. Public Square
May 16, 2013
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member McDaniel

Pledge of Allegiance led by Council Member Tate

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

II. Regular Agenda

A. Council Meeting Minutes

1. May 2, 2013

A motion to approve the May 2, 2013 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

B. Commendation/Recognition

1. Quacky the Duck for Advocates for Bartow's Children

Mayor Santini recognized Quacky the Duck and Advocates for Bartow's Children regarding the upcoming Duck Derby and other work done by the Advocates in the community. Patty Eager with the Advocates came forward with Quacky to thank the Mayor and Council for their support.

2. Martin Luther King Jr. Committee

Linda Kellogg with the Martin Luther King Jr. Committee came forward and thanked the Mayor and Council for their continued support of the Martin Luther King Jr. Celebrations. Ms. Kellogg also thanked Chief Culpepper and his staff for keeping the citizens of Cartersville safe.

C. Appointments

1. Alcohol Control Board

Connie Keeling, City Clerk stated that currently there are three positions on the Alcohol Control Board set to expire in June 2013. Ms. Keeling stated that all three members have agreed to continue to serve on the board and recommended the reappointment of Richard Napps, Martha Wellsandt and Christine Brown. These terms will expire in June 2016.

A motion to approve the re-appointment of the ACB Members was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

D. Contracts/Agreements

1. Professional Probation Services Lease

Dan Porta, Assistant City Manager stated that the Professional Probation Services, who handles probation for the city, is interested in renting the back portion of the Municipal Court Facility. If approved, the rental agreement will become effective on July 1, 2013 and continue through December 31, 2015 with a monthly rental rate of $1,100 per month and the city providing internet, telecommunications, and utilities. Mr. Porta stated that the city has the option to modify, amend, or terminate the contract at any time and recommended approval. Keith Lovell, Assistant City Attorney stated that there are two amendments that needed to be added to the agreement before council approval.

- Change #4-A – Tenant agrees to provide the following services and rent…
- Add Paragraph 31 – Landlord may terminate this lease with a 30 day notice.

A motion to approve the agreement with Professional Probation Services as amended was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

E. Change Order

1. Tennessee Street – Walgreens Water Main Project Final Change Order

Ed Mullinax, Assistant Water Superintendent stated that this is the final adjustment change order for the Tennessee Street – Walgreens Water Main Project. Additional piping and connections installed resulted in an increase of $10,851.20 to the original contract bringing the total cost to $97,361.20. Mr. Mullinax recommended approval of this change order stating that this project will be paid for partially from Bond Funds and partially form a $25,000 payment from Walgreens.

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

F. Engineering Services

1. Water Main Relocation for DOT State Route 20 Widening and Relocation Project

Ed Mullinax, Assistant Water Superintendent stated that the water main along Highway 411 near Peeples Valley Road must be relocated due to conflicts with the proposed DOT State Route 20 Widening and Relocation Project. Mr. Mullinax stated that staff had received a proposal from Sweitzer Engineering for the design, permitting, and bidding of the necessary water main relocation in an amount not to exceed $17,750.00. Mr. Mullinax stated that Sweitzer is familiar with the project having performed similar work for Bartow County on the same DOT project and recommended approval.

A motion to approve the agreement with Sweitzer Engineering was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

G. Bid Award/Purchases

1. Cleaning and Video of Four Water Storage Tanks

Ed Mullinax, Assistant Water Superintendent stated that bids were requested for cleaning four water storage tanks. This work was done approximately seven years ago and needed to be done again in order to inspect the condition of the interior of the tanks. Mr. Mullinax recommended approval of the low bid from Southeastern Underwater in the amount of $13,500.00.

A motion to approve the agreement with Southeastern Underwater was made by Council Member McDaniel and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

2. Replacement of Sewer Inspection Push Camera

Ed Mullinax, Assistant Water Superintendent stated that the bids were received for a replacement Sewer Inspection Push Camera to replace the current camera purchased in 1992. Mr. Mullinax stated that this camera is used to visually inspect small diameter pipes in the 4 -8 inch range and is a critical piece of equipment in diagnosing and repairing sewers. Mr. Mullinax recommended the low bid from P & H Supply in the amount of $17,050.64.

A motion to approve the purchase from P & H Supply was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

3. Sixty Inch Commercial Mower

Greg Anderson, Parks and Recreation Superintendent stated that staff had received bids for a 60 inch cut, zero-turn, rear discharge, commercial mower. Mr. Anderson recommended the low bid from Taylor Farm Supply in the amount of $9,484.16.

A motion to approve the purchase from Taylor Farm Supply was made by Council

Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

4. Field Groomer

Greg Anderson, Parks and Recreation Superintendent stated that staff had solicited bids for a field groomer that will be used daily for field preparation in the athletic programs baseball/softball fields. Mr. Anderson stated that only one bid was returned from Jerry Pate Turf and Irrigation in the amount of $19,855.87 and recommended approval.

A motion to approve the purchase from Jerry Pate Turf and Irrigation was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

5. Vehicle Purchases

Tom Rhinehart, Finance Director stated that bids were solicited for replacement vehicles for the Water and Gas Departments and based on the overall total price Mr. Rhinehart recommended approval of the purchase of five vehicles be awarded to the lowest bidder, City Motors of Cartersville, in the amount of $119,602.34.

A motion to approve the purchase from City Motors of Cartersville was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

H. Monthly Financial Statement

1. March 2013

Mr. Tom Rhinehart, Finance Director, presented the March 2013 monthly financial statement with comparisons from the previous year of March 2012 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through March 2013

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

Meeting Adjourned

/s/ ___________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ______________________________
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Recognition of Cartersville High School's Baseball Team Class AAA State Championship

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recomendation:	The Mayor will use this proclamation to congratulate the Cartersville High School baseball team for winning the state AAA championship.
City Manager's Remarks:	This will recognize the baseball team for a tremendous season and another state championship.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Electric Director

SubCategory:	Appointments
Department Name:	
Department Summary Recomendation:	Sam Grove has received the resignation of Director of the Cartersville Electric system, David Myers, to pursue other opportunities. Don Hassebrock has been working for the City as Assistant Director in that department since 2006 and Mr. Grove recommends that Mr. Hassebrock be appointed as new Electric Systems Director.
City Manager's Remarks:	I recommend approval of Don's appointment as Electric Systems Director.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
North Towne CDBG Grant Project Proposed Amendment

SubCategory:	Public Hearing
Department Name:	Planning and Development
Department Summary Recomendation:	The City of Cartersville is considering submitting an amendment request to the Georgia Department of Community Affairs (DCA) to revise the homeowners participating in the City's Community Development Block Grant (CDBG) project for the North Towne area. The original list of participating homeowners is altering. A revised list of participants will be presented at a public hearing.
City Manager's Remarks:	At a recent meeting, the City Council approved a new Grant Administrator, Rhonda Gilbert, for this project because the one that was originally hired did not fulfill their duties. City staff has been working with the Grant Administrator to survey homeowners in the North Towne area to see if they are still willing to participate in the grant. The City Council only needs to have a public hearing on this CDBG Grant and does not need to take any action.
Financial/Budget Certification:	
Legal:	City attorney has been notified
Associated Information:	

City Council Meeting
6/6/2013 7:00:00 PM
Budget Ordinance for the Fiscal Year 2013-14

SubCategory:	First Reading of Ordinances
Department Name:	Finance
Department Summary Recomendation:	As discussed in the budget work session on May 23, 2013, the fiscal year 2013-14 budget ordinance is attached. The budget is a balanced budget and decreased from the FY 2012-13 budget by $121,185 or 0.08%. The total budget changed as a result of several changes: 1) the city received word that our life and long term disability premiums would be increasing; 2) the decrease in credit card fees because of the city will pass these fees onto the customer; 3) additional cost of the workforce crews in public works and stormwater (changing from Hayes State Prison to Floyd County); and 4) addition of interns in electric, public works, and water departments. The budget includes no salary adjustments, no city property tax increase, School System funds, no increased staff, increased health insurance premiums for both the city and employees, an increase in the residential water and sewer rate, an increase in the water basic monthly rate, and an increase in the water fire service rates. The following are the FY 2014 totals by fund and changes from the FY 2013 budget: General Fund $39,085,395, decrease of $203,955; Special Revenue Funds $556,960, decrease of $349,530; Electric Fund $46,939,100, increase of $2,347,805; Fiber Optics Fund $1,665,775, increase of $30,440; Gas Fund $25,438,015, increase of $2,314,820; Solid Waste Fund $2,219,575, decrease of $177,695; Stormwater Fund $1,402,065, increase of $79,015; Water and Sewer Fund $20,443,865, decrease of $266,310; Internal Service Fund (garage) $1,486,155, decrease of $106,410; and SPLOST Funds $5,971,330, decrease of $3,789,365. Budget comparison by type for the FY 2014 budget expenses compared to the FY 2013 budget include: personnel expenses increased $362,555; operating expenses increased $133,305; purchase of commodities increased $6,354,350; school board appropriations decreased $501,100; business improvement district tax increased $295; debt service expenses increased $4,342,845; capital expenses decreased $10,957,720; and transfers to the general fund increased $144,285. For the first time in many years, reserves in the amount of $284,180 will be used to balance the general fund. Two trails were not funded in the current version of the FY 2014 budget for lack of funding. I recommend approval of the proposed fiscal year 2013-14 budget.

City Manager's Remarks:	As presented a few weeks ago at the budget work session, staff has put together the proposed FY 2013-14 budget. The budget is balanced with the use of general fund reserves.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2013 - 2014 budget.

2013 - 2014 Budget Summary

General Fund	**Revenues**	**Expenditures**
Revenues	**$39,085,395**	
Expenditures:		
Legislative		**$19,153,235**
Administration		**$ 889,885**
Finance Dept.		**$ 1,105,875**
Customer Service Dept.		**$ 570,955**
Police		**$ 5,222,020**
Fire		**$ 5,786,700**
Municipal Court		**$ 276,895**
Public Works		**$ 2,280,355**
Recreation		**$ 2,931,605**
Planning & Development		**$ 724,230**
Downtown Development Authority		**$ 143,640**

Special Revenue Funds		
SPLOST – 2003	**$ 790,000**	**$ 790,000**
SPLOST – 2007	**$ 4,341,330**	**$ 4,341,330**
SPLOST – 2014	**$ 840,000**	**$ 840,000**
DEA	**$ 31,020**	**$ 31,020**
State Forfeiture	**$ 3,000**	**$ 3,000**
Hotel/Motel Tax	**$ 443,000**	**$ 443,000**
Motor Vehicle Rental Tax	**$ 50,000**	**$ 50,000**
Grant Funds	**$ 0**	**$ 0**
Impact Fees	**$ 0**	**$ 0**
Business Improve Dist Tax	**$ 24,940**	**$ 24,940**
Development Fees	**$ 5,000**	**$ 5,000**

<u>Enterprise Funds</u>		
Fiber Optics	**$ 1,665,775**	**$ 1,665,775**
Electric	**$46,939,100**	**$46,939,100**
Gas	**$25,438,015**	**$25,438,015**
Solid Waste	**$ 2,219,575**	**$ 2,219,575**
Stormwater	**$ 1,402,065**	**$ 1,402,065**
Water & Sewer	**$20,443,865**	**$15,588,035**
Water Pollution Control Plant		**$ 2,024,365**
Water Treatment Plant		**$ 2,831,465**
<u>Internal Service Fund</u>		
Garage	**$ 1,486,155**	**$ 1,486,155**

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 6th day of June 2013. First Reading.
ADOPTED this day of June 2013. Second Reading.

/s/____________________
Matthew J. Santini
Mayor

ATTEST:

/s/______________________
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Amendment to Utilities Ordinance Regarding Water/Sewer Rates

SubCategory:	First Reading of Ordinances
Department Name:	Finance
Department Summary Recomendation:	In order to balance the FY 2014 Water and Sewer Fund budget, a 5% proposed increase in water and sewer rates is needed. The increase will allow the City to continue to maintain the existing water and sewer system as well as update the system by completing projects that are needed to fulfill the needs of existing customers. For residential customers, the water increase equates to $0.07 per 100 cubic feet consumed for city residents and $0.14 per 100 cubic feet consumed for outside the city residents. For sewer rates, the increase equates to $0.07 per 100 cubic feet discharged by city residents and $0.15 per 100 feet discharged by outside city residents. This is estimated to add $1.40 per month to a residential customer that consumes 7500 gallons of water. Also in the Water and Sewer fund budget is a proposed increase of 15% in the monthly residential base water rate. There have been no changes to the current base rate of $6.00 in many years. The new monthly base rate is proposed at $6.90, which is a $0.90 increase per month. On the commercial side, a proposed increase in the fire service rates has also been incorporated into the Water and Sewer budget. The fire service rates have never been changed since its inception and it is felt that the fees are not in line with the cost of maintaining these water lines and meters. The proposed increase is reflected in the following rates by size of pipe: in city limits- 2 inch pipe increase of $5.00 to $15.00; 4 inch pipe increase of $7.50 to $22.50; 6 inch pipe increase of $10.00 to $30.00; 8 inch pipe increase of $20.00 to $60.00, 10 inch pipe increase of $50.00 to $150.00; and 12 inch pipe increase of $75.00 to $225.00, out-side city limits - 2 inch pipe increase of $10.00 to $30.00; 4 inch pipe increase of $15.00 to $45.00; 6 inch pipe increase of $30.00 to $60.00; 8 inch pipe increase of $40.00 to $120.00, 10 inch pipe increase of $100.00 to $300.00; and 12 inch pipe increase of $150.00 to $450.00. With these proposed small increases in the rates, City of Cartersville residential customers will remain one of the lowest water and sewer rates in the surrounding areas. These increases are

	needed to maintain the existing systems and plan for any necessary future water and sewer system expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2013.
City Manager's Remarks:	As discussed in the budget work session, these rate increases are necessary to provide funding to maintain our water and sewer system. I recommend approval of this rate change.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 (a), (b), (c), (d), (e), and (f) Water and Sewage Rate and Section 24-147 (a.) Sewage Rates is hereby amended by deleting said Section 24-64 (a), (b), (c), (d), (e), and (f), and Section 24-147 (a) in their entirety and replacing them with the following:

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	$ 6.90	$ 12.65
3/4" full flow	$ 10.35	$ 18.40
1"	$ 16.10	$ 29.90
1 ¼" or 1 ½"	$ 32.20	$ 55.20
2"	$ 62.10	$113.85
4"	$115.00	$222.53
6"	$179.40	$322.00
8"	$230.00	$445.05
Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 10 consumptions per month	$1.39/100 cu. ft.	$2.78/100 cu. ft.
(b) 11 – 14 consumptions per month	$2.57/100 cu. ft.	$3.24/100 cu. ft.
(c) 15 – 19 consumptions per month	$4.66/100 cu. ft.	$4.66/100 cu. ft.
(d) 20 + consumptions per month	$6.50/100 cu. ft.	$6.50/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters	$2.30/100 cu. ft.	$3.39/100 cu. ft.
(iii) Irrigation System Meters	$4.66/100 cu. ft.	$4.66/100 cu. ft.
(iv) Industrial and All Other Meters	$1.39/100 cu. ft.	$2.78/100 cu. ft.

(b.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	$ 6.90	$ 6.90
3/4" full flow	$ 10.35	$ 10.35
1"	$ 16.10	$ 16.10
1 ¼" or 1 ½"	$ 32.20	$ 32.20
2"	$ 62.10	$ 62.10
4"	$115.00	$115.00
6"	$179.40	$179.40
8"	$230.00	$230.00
Plus consumption	$1.53/100 cu. ft.	$3.07/100 cu. ft.

(c)	Tap Fees—Prior to the issuance of a tap, the following fees are required:				
	(in inches)	Water Tap Inside City	Water Tap Outside	Sewer Tap Inside City	Sewer Tap Outside City

Item # 6

			City		
	¾	$1,100.00	$1,200.00	$950.00	$1,200.00
	1	1,200.00	1,400.00	1,000.00	1,300.00
	1½	1,500.00	1,600.00	1,150.00	1,600.00
	2	2,000.00	2,250.00	1,200.00	1,900.00
	4	2,250.00	2,750.00	1,775.00	3,050.00
	6	2,500.00	3,000.00	2,150.00	3,800.00
	8	3,000.00	3,500.00	2,620.00	4,740.00
	Multi-unit, per unit	1,100.00	1,200.00	950.00	1,200.00

Other provisions:

For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.

If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d)	Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.		
	Water Capacity Fee (in inches)	*City*	*Outside City*
	¾	$1,020.00	$930.00
	1	$1,700.00	$1,540.00
	1½	$3,500.00	$3,090.00
	2	$5,590.00	$4,940.00
	3	N/A	$7,410.00
	4	$10,100.00	$9,030.00
	6	$15,600.00	$14,450.00
	8	$20,280.00	$18,780.00
	multi-unit/per unit	$1,020.00	$930.00
	Sewer Capacity Fee (in inches)	*City*	*Outside City*
	¾	$1,300.00	$1,260.00
	1	$2,160.00	$2,520.00
	1½	$4,320.00	$4,030.00
	2	$6,910.00	$8,050.00
	3	N/A	$10,040.00
	4	$13,470.00	$13,050.00
	6	$20,200.00	$19,580.00
	8	$26,260.00	$25,454.00
	multi-unit/per unit	$1,300.00	$1,260.00

Other provisions:

Apartments and hotels per unit calculations.

All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (3/4" water meter equivalent):

Attachment number 1 \nPage 3

(a)Restaurant;
(b)Lounge;
(c)Car wash;
(d)Lobby;
(e)Full kitchen (not part of restaurant).

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
In Inches:		
2	$ 15.00	$ 30.00
4	$ 22.50	$ 45.00
6	$ 30.00	$ 60.00
8	$ 60.00	$120.00
10	$150.00	$300.00
12	$225.00	$450.00

(f)	Fire hydrant flow test.	City	Outside City
		$250.00	$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	$ 6.90	$ 6.90
3/4" full flow	$ 10.35	$ 10.35
1"	$ 16.10	$ 16.10
1 ¼" or 1 ½"	$ 32.20	$ 32.20
2"	$ 62.10	$ 62.10
4"	$115.00	$115.00
6"	$179.40	$179.40
8"	$230.00	$230.00
Plus consumption	$1.53/100 cu. ft.	$3.07/100 cu. ft.

This Ordinance shall become effective on July 1, 2013.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 6th day of June 2013.
ADOPTED this the day of June 2013. Second Reading.

/s/_______________________
Matthew J. Santini
Mayor

ATTEST:

/s/_______________________
Connie K. Keeling
City Clerk

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Amendment to Utility Ordinance Regarding Deposit Requirements

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recomendation:	MEMO To: Mayor and City Council cc: Sam Grove, City Manager From: E. Keith Lovell, Assistant City Attorney Date: May 31, 2013 Re: Deposit Ordinance Revision The PSC has mandated new deposit requirements for residential gas customers. The city is required to adopt the policies for its customers in Floyd County. These policies are in many ways more lenient that our current policies in regard to fees, cut offs, etc. Staff has reviewed and decided that it make no sense to have lesser requirements for Floyd County customers versus Bartow County and City of Cartersville customers. Therefore, we are adopting the new PSC recommended standard for all customers of the City. Additionally, it made no sense to have one standard for electric and water and a different one for gas. So we are providing the same standard for all utilities. The City did keep the exemption for credit scores above 680 and a reduction for those with credit scores from 590-679 of 1/12th. Irregardless, we must adopt the Gas requirements by our last meeting in June. It is submitted for your consideration. EKL/saa Cover Memo Item # 7

City Manager's Remarks:	The Public Service Commission has mandated new deposit requirements for city gas customers that we serve in Floyd County. Do to the difficulty of city staff maintaining two sets of deposit requirements for customers within Bartow County and those outside, the City Attorney has drafted a new ordinance that will modify deposit requirements for all city customers. This change in deposit requirements could potentially cause our delinquent account balances to increase because utility customers no longer have a deposit on their account and then they leave the city with an outstanding amount due on their account. We will try to manage this situation but it is not an easy task. Do to the ease of having one set of deposit requirements, I recommend approval of the amendment to utilities ordinance.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance No.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby amended by making the following amendments to CHAPTER 24. UTILITIES. ARTICLE II. RATES, CHARGES, BILLING AND COLLECTION PROCEDURES. Section 24-21. Schedule of Charges, etc. 14(g), and Section 24-23. Billing and Due Dates, cutoff for Non-payment. Are hereby amended by deleting Section 24-21 paragraph (g) and Section 24-23 in their entirety and replacing them as follows:

1.

Sec. 24-21.

G. Residential Accounts:

1. APPLICABILITY

The policies and procedures contained in this ordinance shall be applied equitably and uniformly to all residential customers regardless of the county or community in which the service address lies and without regard to city limits. Likewise, all charges and rates are applied equitably and uniformly to all residential customers regardless of the county or community in which the service address lies and without regard to city limits.

2. ESTABLISHING NEW ACCOUNT

a. An application for utility service shall be completed and submitted by the applicant prior to service being established. A deposit, the total of which shall not exceed three (3) twelfths of the estimated charges for utility service for the ensuing twelve months, shall be required of the applicant to establish an account, or of the customer seeking to re-establish an account upon disconnection of service for non-payment; except as provided for herein.

b. For Residential accounts meeting the following credit ratings prior to service being turned on, determined from the customer's individual credit information obtained from an independent credit reporting agency; the deposit requirements are as follows:

i. Credit score of six hundred eighty (680) or higher, no deposit is required.

ii. Credit score between five hundred ninety (590) and six hundred seventy-nine (679), a deposit of two (2) twelfths of the estimated charges for utility service for the ensuing twelve months shall be required of the of the applicant to establish an account.

iii. Credit score below five hundred eighty-nine (589), a deposit of three (3) twelfths of the estimated charges for utility service for the ensuing twelve months shall be required of the of the applicant to establish an account

c. Upon discontinuance of service, the deposit amount in excess of any unpaid bills for utility service shall be promptly refunded to the customer. Where the customer has utility service at the same location for at least twenty-four (24) consecutive months and has paid each bill for service promptly, the deposit shall be automatically returned or credited to the customer's account within thirty (30) days of the end of that consecutive 24-month period.

d. Customers who have had their service disconnected for non-payment one (1) time in a twelve-month period will be charged standard reconnection fees and a ten dollar ($10.00) service charge for a new credit check. They will be required to pay a deposit if their credit rating has fallen below six hundred eight (680).

e. The customer shall receive a receipt, which may be in the form of an approved application or other form of documentation displaying, among other information, the following:

i. Name of Customer;
ii. Amount of Deposit;
iii. Date of Receipt;
iv. Municipal Utility Name;
v. Statement that the deposit collected is non-interest bearing to customer;
vi. Address to where service is to be rendered; and
vii. Statement of terms under which the deposit may be refunded or applied to the customer's account.

3. SERVICE CHARGES AND RATES

Applicable service charges and rates, which may change from time to time, and are established by ordinance and are contained in a the City of Cartersville Code of Ordinances, Minutes and Ordinance Books of the City of Cartersville, which are available to the public upon request.

4. METER READING AND BILLING

All meters are read monthly and all active accounts are billed monthly. Bills may be mailed to the service address or to another mailing address, as requested by the customer whose name in which the account is established.

5. SERVICE DISCONNECTION

A. Reasons for Disconnection

a. Utility service may be disconnected for one or more of the following reasons:
    i. At the request of the customer;
    ii. When service to the customer constitutes an immediate hazard to persons or property;
    iii. By order of the Georgia Public Service Commission, any Court, or any other authorized public agency;
    iv. Violation of applicable City of Cartersville Ordinances, rules and regulations;
    v. A bill for past service is not paid within fifteen (15) days after the bill has been issued.

B. Limitations on Disconnection

a. Prior to disconnecting or interrupting service for non-payment, the following information will be provided to the account holder:
    i. Written notice of the pending disconnection of the proposed disconnection at least five (5) days prior to the date of disconnection. Such notice, which may be displayed on the most recent customer's bill and not necessarily provided as a separate or supplemental notice, will include:
        1. The earliest date for the proposed disconnection;
        2. The amount due and the reason for the proposed disconnection;
        3. A telephone number the customer may call for information about the proposed disconnection; and
        4. The proposed procedure for preventing disconnection of service.

b. Customer service will make available whatever information it has concerning any programs through which a customer may apply for assistance in paying past due gas bills.

C. Disconnection During Illness

a. Special consideration will be given where utility service may not be disconnected for past due residential accounts when the customer provides verifiable documentation from a medical professional (licensed medical doctor) that the utility customer is experiencing a serious illness, or has experienced a serious accident, where disconnection of utility service would be detrimental to the customer's health. However, if such accommodation is granted, the customer will not be relieved of the obligation to pay all past due bills for utility service. Accommodation under this policy will be at the discretion of the Finance Director.

D. Seasonal Gas Restrictions

a. Gas service to residential customers will not be disconnected or interrupted during winter months, November 1 – March 31 if:
   i. The customer has a payment agreement in effect and is current under the terms of the agreement;
   ii. The customer agrees to pay all bills by the due date for current service. If a payment agreement extends beyond the current service due date, the customer agrees to pay for current service by the due date during the term of the agreement. If the customer fails to comply with the payment agreement, service may be terminated;
   iii. The forecasted local low temperature for the ensuing 24-hour period is below 32-degrees Fahrenheit.

6. CUSTOMER'S RIGHT TO APPEAL

a. If a customer disputes a bill, he or she should approach customer service with an inquiry as soon as possible. If the customer is not satisfied with the response from customer service, he or she may prepare a written complaint and appeal to management. If the customer is still dissatisfied, he or she may appeal to the elected body governing the utility.
b. Special provision for residential customers receiving natural gas service outside of Bartow County: Only after exhausting all local and direct measures of appeal have not satisfactorily resolved the dispute, the customer may submit a written request, or orally to be followed by a request in writing, that the Georgia Public Service Commission investigate the dispute either before or after service has been terminated.
c. Nothing herein shall relieve the customer of being current with said account and continuing to remit payment for service received while the accuracy of a disputed bill is being investigated or appealed. If a disputed bill is determined to be in error, no late fees, penalties, or interest shall accrue and the same shall be refunded where applicable.

2.

Sec. 24-23. Reserved.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ________________________________
CONNIE KEELING, CITY CLERK

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Dellinger Park Pool Improvements

SubCategory:	Change Order
Department Name:	Parks and Recreation
Department Summary Recomendation:	During the demolition and renovation of the Dellinger Park pool, pool bathhouse and concession, there were four (4) change orders that increased the contract amount with Dockery Group. • Change Order #1 - $1,500.00 – During demolition it was discovered that Dellinger Park office restrooms were on the same line as the pool restrooms.. Dockery Group then immediately provided separate hook-up for the office. • Change Order#2 - $180.00 – Up-graded 6-toilet paper dispensers @ $30 ea. • Change Order#3 - $4,845.00 – Used existing stainless steel gutter system, so CPRD was responsible for pressure test and repairing of found leaks. • Change Order#4 - $2,802.00 – Requested stain on concrete floors in bathhouse & concession instead of painted epoxy. These four change orders totaling $9,327.00, with the original $975,049.00 that brings total price to $984,376.00. Attached is the four change orders and request for final payment. As suggested by city attorney a portion of the final payment and surety and performance bond will be held open until all items have been addressed to the City’s satisfaction. I recommend the change orders that will bring the total amount that is paid to Dockery Group upon satisfactory completion of project to $984,376.00.
City Manager's Remarks:	With any large project you are going to have some changes that are uncovered during construction. Change order #3 was the largest of the four change orders and was due to the fact that Recreation staff used the existing steel gutter system from the original pool in order to save construction costs. If we had replaced the steel gutter system it would have cost an additional $80,000, but staff looked at this when bids were evaluated and determined we could use the existing gutter system. This change

	order to test the system was a lot less expensive than replacing the gutter system. I recommend approval of these change orders.
Financial/Budget Certification:	This project is funded through bond proceeds.
Legal:	
Associated Information:	Everify and SAVE documents were provided with original contract

DOCKERY GROUP

Change Order

DATE: 3/29/2013
CHANGE ORDER NO: #1
PROJECT NAME: Dellinger Park
PROJECT ADDRESS: 100 Pine Grove Rd

You are hereby directed to make the changes from the Specifications and/or Drawings, or do the following described work not included in the Specifications and/or Drawings on this contract.
(This Change Order is not effective until signed by the Owner and the Contractor)

DESCRIPTION OF CHANGES: Dig up and remove cast iron drain lines from old building slab and add new clean out (not shown on plans) outside of concrete pool deck area.

FIRM_____, ESTIMATED_______, COST INCREASE__$1,500_____, COST DECREASE_______

INCLUDES____x____, NOT INCLUDING________, an amount payable by the owner.

Approval:	Signature:	Title:	Date:
Recommended by		Project Mgr	
Approved by		Owner:	

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if the Change Order is accepted, that we shall provide all equipment, furnish all labor and materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the price(s) shown above. We understand that the execution of this Change Order constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs and liabilities, in Contract, law or equity, arising out of or related to the subject of the change and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and any and all consequential damages.

ACCEPTED: Date:_________________ Contactor_______________________________________

By____________________________ Title_______________________________

REMARKS:

Original Contract Amount:	$975,049
Total of Prior Changer Orders:	$0
Total of This Change Order:	$1,500
Total of All Change Orders:	$1,500
Total Adjusted Contract:	$976,549

Item # 8

DOCKERY GROUP

Change Order

DATE: 5/9/2013
CHANGE ORDER NO: #2
PROJECT NAME: Dellinger Park
PROJECT ADDRESS: 100 Pine Grove Rd

You are hereby directed to make the changes from the Specifications and/or Drawings, or do the following described work not included in the Specifications and/or Drawings on this contract. (This Change Order is not effective until signed by the Owner and the Contractor)

DESCRIPTION OF CHANGES: 6 toilet paper dispensers at $30 each

FIRM__x___, ESTIMATED_______, COST INCREASE__$180_____, COST DECREASE_______
INCLUDES____x____, NOT INCLUDING________, an amount payable by the owner.

Approval:	Signature:	Title:	Date:
Recommended by		Project Mgr	
Approved by		Owner:	

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if the Change Order is accepted, that we shall provide all equipment, furnish all labor and materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the price(s) shown above. We understand that the execution of this Change Order constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs and liabilities, in Contract, law or equity, arising out of or related to the subject of the change and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and any and all consequential damages.

ACCEPTED: Date:__________________ Contactor____

By______________________________ Title_________________________________

REMARKS:

Original Contract Amount:	$975,049
Total of Prior Changer Orders:	$1,500
Total of This Change Order:	$180
Total of All Change Orders:	$1,680
Total Adjusted Contract:	$976,729

DOCKERY GROUP

Change Order

DATE: 05/09/2013
CHANGE ORDER NO: #3
PROJECT NAME: Dellinger Park
PROJECT ADDRESS: 100 Pine Grove Rd

You are hereby directed to make the changes from the Specifications and/or Drawings, or do the following described work not included in the Specifications and/or Drawings on this contract. (This Change Order is not effective until signed by the Owner and the Contractor)

DESCRIPTION OF CHANGES: Pool gutter fabrication and welding.

FIRM__x___, ESTIMATED_______, COST INCREASE__$4,845_____, COST DECREASE_______
INCLUDES____x____, NOT INCLUDING________, an amount payable by the owner.

Approval:	Signature:	Title:	Date:
Recommended by		Project Mgr	
Approved by		Owner:	

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if the Change Order is accepted, that we shall provide all equipment, furnish all labor and materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the price(s) shown above. We understand that the execution of this Change Order constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs and liabilities, in Contract, law or equity, arising out of or related to the subject of the change and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and any and all consequential damages.

ACCEPTED: Date:_________________ Contactor_______________________________________

By_____________________________ Title________________________________

REMARKS:

Original Contract Amount:	$975,049
Total of Prior Changer Orders:	$1,680
Total of This Change Order:	$4,845
Total of All Change Orders:	$6,525
Total Adjusted Contract:	$981,574

Item # 8

DOCKERY GROUP

Change Order

DATE: 5/9/2013
CHANGE ORDER NO: #4
PROJECT NAME: Dellinger Park
PROJECT ADDRESS: 100 Pine Grove Rd

You are hereby directed to make the changes from the Specifications and/or Drawings, or do the following described work not included in the Specifications and/or Drawings on this contract. (This Change Order is not effective until signed by the Owner and the Contractor)

DESCRIPTION OF CHANGES: Changing floor of building from epoxy paint to a stain with sealer coat.

FIRM___x__, ESTIMATED_______, COST INCREASE__$2,802_____, COST DECREASE_______
INCLUDES____x____, NOT INCLUDING________, an amount payable by the owner.

Approval:	Signature:	Title:	Date:
Recommended by		Project Mgr	
Approved by		Owner:	

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if the Change Order is accepted, that we shall provide all equipment, furnish all labor and materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the price(s) shown above. We understand that the execution of this Change Order constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs and liabilities, in Contract, law or equity, arising out of or related to the subject of the change and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and any and all consequential damages.

ACCEPTED: Date:__________________ Contactor____

By______________________________ Title__________________________________

REMARKS:

Original Contract Amount:	$975,049
Total of Prior Changer Orders:	$6,525
Total of This Change Order:	$2,802
Total of All Change Orders:	$9,327
Total Adjusted Contract:	$984,376

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Item # 8

TO OWNER City of Cartersville Parks and R

PROJECT: Dellinger Park Pool

APPLICATION NO: 9 Final

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [x] CONTRACTOR

FROM CONTRACTOR:
Dockery Group, LLC
103 Guthrie Way
Peachtree City, Georgia 30269

VIA ARCHITECT:

PERIOD TO: 5/28/2013

PROJECT NOS: ______

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM $ 975,049.00
2. Net change by Change Orders $ 9,327.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) $ 984,376.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ 984,376.00
5. RETAINAGE:
   a. 0% of Completed Work (Column D + E on G703) $ 0.00
   b. 5% of Stored Material (Column F on G703) $ 0.00
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $ 984,376.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 911,613.90
8. CURRENT PAYMENT DUE $ **72,762.10**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	
Total approved this Month	$9,327.00	$0.00
TOTALS	$9,327.00	$0.00
NET CHANGES by Change Order	$9,327.00	

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

CONTRACTOR:
DOCKERY GROUP, LLC

By: ______ Date: 5-29-13

State of: Georgia County of: Troup
Subscribed and sworn to before me this 29 day of May 2013.
Notary Public: Shannon Glick
My Commission expires: May 10, 2014

SHANNON M GLICK NOTARY PUBLIC TROUP COUNTY, GA

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . $ ______

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

By: ______ Date: ______

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

Item # 8

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9
APPLICATION DATE: 5/28/13
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Permits/surveys	0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
2	Architecture/Blue Prints	$9,400.00	$9,400.00	$0.00	$0.00	$9,400.00	100.00%		$0.00
3	Footings/foundations/slab	$14,000.00	$14,000.00	$0.00	$0.00	$14,000.00	100.00%		$0.00
4	Framing	$16,000.00	$16,000.00	$0.00	$0.00	$16,000.00	100.00%		$0.00
5	Roofing	$4,000.00	$4,000.00	$0.00	$0.00	$4,000.00	100.00%		$0.00
6	Temp Fencing	$1,600.00	$1,600.00	$0.00	$0.00	$1,600.00	100.00%		$0.00
7	Sheetrock	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
8	Building Signage	$300.00	$300.00	$0.00	$0.00	$300.00	100.00%		$0.00
9	Landscape	$1,000.00	$1,000.00	$0.00	$0.00	$1,000.00	100.00%		$0.00
10	Plumbing	$39,100.00	$39,100.00	$0.00	$0.00	$39,100.00	100.00%		$0.00
11	Electrical	$11,000.00	$11,000.00	$0.00	$0.00	$11,000.00	100.00%		$0.00
12	HVAC	$4,800.00	$4,800.00	$0.00	$0.00	$4,800.00	100.00%		$0.00
13	Cmu block	$24,500.00	$24,500.00	$0.00	$0.00	$24,500.00	100.00%		$0.00
14	Bathroom Accessories	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.00%		$0.00
15	Roll up doors	$4,000.00	$4,000.00	$0.00	$0.00	$4,000.00	100.00%		$0.00
16	Countertops	$1,900.00	$1,900.00	$0.00	$0.00	$1,900.00	100.00%		$0.00
17	Ext Windows	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.00%		$0.00
18	Ext Doors	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.00%		$0.00
19	Interior Paint	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.00%		$0.00
20	Ceilings	$4,000.00	$4,000.00	$0.00	$0.00	$4,000.00	100.00%		$0.00
21	Interior Trim	$1,000.00	$1,000.00	$0.00	$0.00	$1,000.00	100.00%		$0.00
22	Gutters & Downspouts	$396.00	$396.00	$0.00	$0.00	$396.00	100.00%		$0.00
23	Interior Lights	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.00%		$0.00
24	Site contingency	$500.00	$500.00	$0.00	$0.00	$500.00	100.00%		$0.00
25	Building Contingency	$10,650.00	$10,650.00	$0.00	$0.00	$10,650.00	100.00%		$0.00
26	Demo	$9,050.00	$9,050.00	$0.00	$0.00	$9,050.00	100.00%		$0.00
27	Builders Risk	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.00%		$0.00

Item # 8

28	General Liability Insurance	$1,000.00	$1,000.00	$0.00	$0.00	$1,000.00	100.00%		$0.00
29	Temp Toilets	$500.00	$500.00	$0.00	$0.00	$500.00	100.00%		$0.00
30	Temp Power	$500.00	$500.00	$0.00	$0.00	$500.00	100.00%		$0.00
31	Dumpster pulls	$660.00	$660.00	$0.00	$0.00	$660.00	100.00%		$0.00
32	Final Clean	$750.00	$750.00	$0.00	$0.00	$750.00	100.00%		$0.00
33	Soils Testing	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.00%		$0.00
34	Call backs/close out	$500.00	$0.00	$500.00	$0.00	$500.00	100.00%		$0.00
35	General Conditions	$146,943.00	$140,943.00	$6,000.00	$0.00	$146,943.00	100.00%		$0.00
36	Shop Drawings	$36,367.88	$36,367.88	$0.00	$0.00	$36,367.88	100.00%		$0.00
37	Permit Fees	$2,408.21	$2,408.21	$0.00	$0.00	$2,408.21	100.00%		$0.00
38	Peninsula Area/Bulkhead Wall/Walk In Step	$38,668.41	$38,668.41	$0.00	$0.00	$38,668.41	100.00%		$0.00
39	Pump Room Equipment & Piping	$73,025.53	$65,722.98	$7,302.55	$0.00	$73,025.53	100.00%		$0.00
40	Surge Tank/ Reservoir	$39,353.67	$39,353.67	$0.00	$0.00	$39,353.67	100.00%		$0.00
41	Rails/Embeds/Grating	$4,033.26	$4,033.27	$0.00	$0.00	$4,033.27	100.00%		$0.00
42	White Goods/Plaster Prep	$14,782.10	$14,782.10	$0.00	$0.00	$14,782.10	100.00%		$0.00
43	Water Play Features	$45,021.77	$45,021.77	$0.00	$0.00	$45,021.77	100.00%		$0.00
44	Underground Piping	$14,684.21	$14,684.20	$0.00	$0.00	$14,684.20	100.00%		$0.00
45	Pool Lights/Niches	$6,950.52	$6,950.52	$0.00	$0.00	$6,950.52	100.00%		$0.00
46	Erosion Control	$2,878.10	$2,878.10	$0.00	$0.00	$2,878.10	100.00%		$0.00
47	Poured Concrete Slabs/Decking	$91,182.06	$91,182.06	$0.00	$0.00	$91,182.06	100.00%		$0.00
48	Plaster	$37,313.54	$37,313.54	$0.00	$0.00	$37,313.54	100.00%		$0.00
49	Lanes & Targets	$9,909.88	$9,909.88	$0.00	$0.00	$9,909.88	100.00%		$0.00
50	Demo Of Decking	$54,821.03	$54,821.03	$0.00	$0.00	$54,821.03	100.00%		$0.00
51	Deck Drains	$4,894.74	$4,894.74	$0.00	$0.00	$4,894.74	100.00%		$0.00
52	Raise Deep End of Pool	$24,443.33	$24,443.33	$0.00	$0.00	$24,443.33	100.00%		$0.00
53	Add-Gutter Drop Outs	$13,705.26	$13,705.26	$0.00	$0.00	$13,705.26	100.00%		$0.00
54	Prep Existing Zero Entry Pool	$30,935.70	$30,935.70	$0.00	$0.00	$30,935.70	100.00%		$0.00
55	Plumb Zero Entry/Kid Pool	$22,713.53	$22,713.53	$0.00	$0.00	$22,713.53	100.00%		$0.00
56	Reinforcement Zero Entry/Kid Pool	$28,428.62	$28,428.62	$0.00	$0.00	$28,428.62	100.00%		$0.00
57	Gunite Zero Entry/Kid Pool	$51,105.93	$51,105.93	$0.00	$0.00	$51,105.93	100.00%		$0.00
58	Start Up & Training	$3,372.72	$0.00	$3,372.72	$0.00	$3,372.72	100.00%		$0.00
CO!	Change Order #1	$1,500.00	$0.00	$1,500.00	$0.00	$1,500.00	100.00%		$0.00
CO2	Change Order #2	$180.00	$0.00	$180.00	$0.00	$180.00	100.00%		$0.00
CO3	Change Order #3	$4,845.00	$0.00	$4,845.00	$0.00	$4,845.00	100.00%		$0.00
CO4	Change Order #4	$2,802.00	$0.00	$2,802.00	$0.00	$2,802.00	100.00%		$0.00
	GRAND TOTALS	$984,376.00	$957,873.73	$26,502.27	$0.00	$984,376.00	100.00%	$0.00	$0.00

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF BARTOW

THE UNDERSIGNED REPRESENTATIVE HAS BEEN EMPLOYED BY DOCKERY GROUP, LLC TO FURNISH SERVICES FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS THE DELLINGER PARK POOL BUILDING WHICH IS LOCATED IN THE CITY OF CARTERSVILLE, AND IS OWNED BY THE CITY OF CARTERSVILLE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DELLINGER PARK POOLHOUSE 100 PINE GROVE RD CARTERSVILLE GA

UPON THE RECEIPT OF THE SUM OF $____________, THE DOCKERY GROUP WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.
GIVEN UNDER HAND AND SEAL THIS 29 DAY OF May, 2013.

__________________(SEAL)
______________________(COMPANY NAME)

Shannon Gluck
(WITNESS)
Hogansville GA
(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Optimists for July 4, 2013 Celebration

SubCategory:	Contracts/Agreements
Department Name:	
Department Summary Recomendation:	This is the annual contract between the City of Cartersville and the Optimist Club for the festivities at Dellinger Park for the July 4th celebration. There were no changes from last year after it was reviewed by Chief Culpepper, Chief Carter, Greg Anderson and Keith Lovell. The Optimists have already executed the attached contract.
City Manager's Remarks:	This is an annual contract with the Optimists Club for the Fourth of July Celebration and I recommend approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	Everify and SAVE documents are part of the contract and are attached.

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW

AGREEMENT made this _____ day of MAY, 2013, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and OPTIMIST CLUB hereinafter referred to as "Contractee."

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To provide a Fourth of July fireworks spectacular at Dellinger Park

Section 1. The City and Contractee agree to the following terms and conditions for good and valuable considerably received and in exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

(a) Twelve (12) police officers at mutually agreed upon hours;

(b) Two (2) firefighters on a ATV Response Unit from noon to the end of the event;

(c) Coordinate with EMS to have an ambulance on site;

(d) One (1) fire truck at 8:30 PM to the end of the event;

(e) The City of Cartersville shall be responsible for all costs associated with any and all of the above City employees and equipment;

(f) The City of Cartersville has contributed to the fireworks display the sum of Two Thousand Dollars ($2,000);

(g) The time to be spent, services performed and location of all personnel shall be approved by the City at lest ten (10) days prior to the event and said information will be provided to the Optimist Club:

(h) The two Dollar ($2) parking charge at Dellinger Park, on the 4th, will be evenly split between the City and Contractee, after the charge for extra porta potties is deducted from the total amount;

Section 2. Contractee agrees to perform the above described activities within the following time period:

The Contractee shall operate and provide a firework display and provide the following services at Dellinger Park on July 4, 2013 or other mutually agreed upon date, weather permitting, as indicated on Exhibit "A" attached hereto.

Section 3. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 4. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 5. If Contractee fails to perform this Agreement within the time period specified in Section 2, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 6. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 7. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 8. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Secretary, Cartersville Optimist Club
P. O. Box 2018
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of MAY, 2013

Signed, sealed and delivered in the presence of: CITY OF CARTERSVILLE, GA

_______________________ Witness

_______________________ Matthew J. Santini, Mayor

_______________________ Notary Public

_______________________ Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of MAY, 2013.

Signed in the presence of: OPTIMIST

Susan N. Fontana
Witness

By: William Hoelf

Its: Secretary

Regina Bishop
Notary Public
My Comm. expires 12-28-13

Exhibit "A"
List of Activities Scheduled for Downtown and Dellinger Park
Optimist Club 4th of July Celebration
July 4, 2013

- **Parade** – The Optimist Club in cooperation with WBHF Radio will sponsor a parade through downtown Cartersville. Participants will gather in the Tabernacle Baptist Church parking lot and will step off at 9:00 AM

- **Arts and Craft** – Various commercial, individual and church vendors will offer a variety of foods, crafts and family oriented activities through the day.

- **Entertainment** – Throughout the day, a variety of family oriented entertainment will be scheduled for the event stage, including an "Idol Contest" for adults and children. Immediately preceding the "Fireworks Show" there will be approximately 30 minutes of patriotic music.

- **Car Show** – The Optimist Club, in cooperation with the Cartersville Shrine Club, will sponsor a car show at the park.

- **Fireworks Show** – At dusk the Optimist Club, in cooperation with the City of Cartersville, will sponsor a fireworks show produced and shot by a licensed pyrotechnic company.

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.

WNEE 9705
EEV/Basic Pilot Program* User Identification Number

William Neel
BY: Authorized Officer or Agent
(Contractor Name)

May 20, 2013
Date

CARTERSVILLE BREAKFAST OPTIMIST CLUB
Contractor/Entity Name

Secretary
Title of Authorized Officer or Agent of Contractor

P.O. BOX 2018 CARTERSVILLE GA 30120
Contractor Address

WILLIAM NEEL, JR
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20 DAY OF MAY, 2013

Regina Bishop
Notary Public
My Commission Expires: 5-28-13

* 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).

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

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

CARTERSVILLE BREAKFAST OPTIMIST CLUB
[Name of business, corporation, partnership]

1) ✓ 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.

William Neel — 5/20/13
Signature of Applicant: Date

WILLIAM NEEL, JR
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20th DAY OF MAY, 2013
Regina Bishop
Notary Public
My Commission Expires: 5-28-13

* N/A
Alien Registration number for non-citizens

*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:

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Solid Waste Intergovernmental Agreement

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recomendation:	Public Works recommends approval for the Mayor to sign this Intergovernmental Agreement (IGA) with Bartow County. This IGA includes a new tiered rate structure for solid waste disposal at the Bartow County Landfill. This new rate structure will save the city approximately $35,000 per year in solid waste disposal costs. The 2013-2014 Solid Waste Budget reflects this savings.
City Manager's Remarks:	This new IGA will save the city in landfill costs and I recommend approval.
Financial/Budget Certification:	This is reflected in the FY 2014 budget that will be approved on June 20, 2013.
Legal:	City Attorney drafted this IGA.
Associated Information:	

INTERGOVERNMENTAL AGREEMENT

BETWEEN

BARTOW COUNTY AND CITY OF CARTERSVILLE

(MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION MATERIAL)

THIS **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (MUNICIPAL SOLID WASTE AND CONSTRUTION AND DEMOLITION MATERIAL)** (hereinafter referred to as "FIRST AMENDMENT"), made and entered into on the date of execution by the last local government to execute the Agreement, by and between Bartow County, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "County") and City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "City").

WITNESSETH

WHEREAS, the County and the City previously entered into an Intergovernmental Agreement on January 9, 2009 (hereinafter referred to as "ORIGINAL AGREEMENT") regarding the disposal of municipal solid waste and construction and demolition waste, as such terms are defined in Georgia law, and regarding fees for such disposal, and related matters; and

WHEREAS, the County and the City desire to amend the ORIGINAL AGREEMENT relating to waste disposal, which will be for the benefit of the citizens of the City and for the benefit of the sound fiscal operation of the County Landfill; and

WHEREAS, the County and City have reached a mutual agreement regarding the terms governing waste disposal; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, the County and City deem it to be in the best interest of the citizens of their respective jurisdictions that this FIRST AMENDMENT be entered into; and

WHEREAS, the County has reviewed this FIRST AMENDMENT and did, at the regular meeting of the Commissioner, authorize its Commissioner to execute this FIRST AMENDMENT; and

WHEREAS, the Mayor and City Council of Cartersville have reviewed this FIRST AMENDMENT and did, at the regular meeting of the City Council, authorize the Mayor and City Clerk to sign this FIRST AMENDMENT.

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1.

That paragraph 2 of the ORIGINAL AGREEMENT is to be deleted in its entirety and replaced with the following:

That upon the effective date, the fee schedule for municipal solid waste (MSW) and construction and demolition waste disposal (C&D) by the City of Cartersville at the Bartow County Landfill shall be as follows:

Tonage	**Rate**
0-500 tons/month	$25.00/ton C&D $28.00/ton MSW
501-800 tons/month	$24.00/ton C&D $26.00/ton MSW
801-1000 tons/month	$23.00/ton C&D $25.00/ton MSW
1001+ tons/month	$22.00/ton C&D $22.00/ton MSW

2.

That paragraph 4 of the ORIGINAL AGREEMENT is to be deleted in its entirety and replaced with the following:

This FIRST AMENDMENT shall commence on the date of the first load of waste being delivered by the city to the County Landfill after the approval and execution of the agreement by the County and City (the "Effective Date").

3.

That paragraph 5 of the ORIGINAL AGREEMENT is to be deleted in its entirety and replaced with the following:

This Agreement shall extend from the Effective Date until January 30, 2016. Extension beyond that point shall be by new Agreement or by written modification of this Agreement. The parties hereto may extend this agreement by mutual consent. In the event that said Agreement is extended then the rate charged to the City shall be adjusted by the Consumer Price Index annually, for each year for up to ten (10) years from the then amount being charged to the City.

4.

That paragraph 6 of the ORIGINAL AGREEMENT is hereby deleted.

5.

That paragraph 8 of the ORIGINAL AGREEMENT is to be deleted in its entirety and replaced with the following:

FIRST AMENDMENT contains all the terms and conditions and represents the entire Agreement between the parties and supersedes and amended as stated herein any pre-existing Agreement. Any alteration of the FIRST AMENDMENT or ORIGINAL AGREEMENT shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in the ORIGINAL AGREEMENT and FIRST AMENDMENT. All remaining terms and conditions of the ORIGINAL AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

Kathy Gill

Kathy Gill, County Clerk

Date: 5/15/2018

BARTOW COUNTY, GEORGIA

Steve Taylor

Steve Taylor, Commissioner

Attest:

____

Connie Keeling, City Clerk

Date:________________

CITY OF CARTERSVILLE

____

Matthew J. Santini, Mayor

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Gas Meters

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recomendation:	These meters are to replenish our stock. We recommend accepting the low bid of $13,600.00 from Equipment Controls.
City Manager's Remarks:	This is a routine purchase for the gas department and I recommend approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	E-Verify and SAVE are attached.

Memorandum

To: Gary Riggs

From: Linda Munsey

Date: May 20, 2012

Re: Residential Gas Meter Bids

The Gas System has requested and received bids for 200 residential gas meters from Equipment Controls Company and Elster American Meter. They are the major U.S. manufacturer's southeastern representatives for Sensus and American Meter Corporation. Equipment Controls quoted the Sensus 275 and Elster American Meter quoted their American 250 meter.

The bids are as follows:

Equipment Controls Company	$68.00 x 200 = $13,600.00
Elster American Meter	$83.00 x 200 = $16,600.00

I recommend accepting the low bid from Equipment Controls Company.

City of Cartersville
GAS SYSTEM
P.O. Box 1390 • 4 Cook Street • Cartersville, Georgia 30120
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

TABULATION OF BIDS

CARTERSVILLE PROJECT NO.: Replenish Stock
BID DATE: 5/20/2013

				1		2		3	
				Equipment Control Co.		**Elster American Meter**			
				BASE BID:	**$13,600.00**	BASE BID:	**$16,600.00**	BASE BID:	**$0.00**
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	**Sensus Residential 275 Meters**	**200**	**ea**	**$68.00**	$13,600.00		$0.00		$0.00
2.	**American Residential 250 Meters**	**200**	**ea**		$0.00	$83.00	$16,600.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
	BID PROPOSAL			**Total:**	**$13,600.00**	**Total:**	**$16,600.00**	**Total:**	**$0.00**

Item # 11

Attachment number 2 \nPage 1

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

Tiffany Lonsberry

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

Equipment Controls Company

[Name of business, corporation, partnership]

1) ✓ 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.

Tiffany Lonsberry 5/23/13
Signature of Applicant Date

Tiffany Lonsberry 5/23/13
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
23rd DAY OF May, 2013

Michelle Davidson
Notary Public
My Commission Expires:

MICHELLE DAVIDSON
NOTARY PUBLIC
GWINNETT COUNTY
STATE OF GEORGIA
My Commission Expires June 22, 2013

* ______________________________
Alien Registration number for non-citizens

*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.

Equipment Controls Company 307990
EEV/Basic Pilot Program* User Identification Number

Tiffany Lansberry
BY: Authorized Officer or Agent
(Contractor Name)

5/23/13
Date

Sales
Title of Authorized Officer or Agent of Contractor

Tiffany Lansberry
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
23rd DAY OF May, 2013

Michelle Davidson
Notary Public
My Commission Expires:

MICHELLE DAVIDSON
NOTARY PUBLIC
GWINNETT COUNTY
STATE OF GEORGIA
My Commission Expires June 22, 2013

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

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Stopper Fittings and Tapping Operation

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recomendation:	In order to abandon an unused stub and a shorted casing, it is necessary to install two 8" stopper fittings and approximately 500 ft. of 8" pipe.Both the fittings and the tapping machines are specialized equipment and are from a sole source supplier. I recommend accepting the total price for the fittings and tapping operation of $15,746.00 from S. J. Patterson Company.
City Manager's Remarks:	Your approval of this work from S.J. Patterson is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	E-Verify and SAVE are attached.

Memorandum

To: Gary Riggs

From: Michael Dickson

Date: May 23, 2013

Re: Natural Gas System Improvements / S.R. 293 8 " HP Replacement at Bearden Rd. Cartersville Project No. CP-13-004

While performing routine maintenance on our 8" HP main an old 2" HP stub was discovered crossing S.R. 293. This stub does not feed any customers and has very minimal cover on it. Its depth and location make it susceptible to damage by excavation. After further investigation we determined that this stub can not be killed using normal tap and stop methods. In our opinion, replacement of a section of the 8" main is our best option to make the necessary repairs. The replacement would also include the abandonment of a casing shorted to the carrier pipe. The main replacement will consist of installing approximately 500 ft. of 8" Pipe including a 70 L.F. bore across S.R. 293. Specialized pipeline fittings and a tapping/stopping operation are required for this installation. The tapping/stopping operation and the control fittings are provided by a single source provider, which is S.J. Patterson Company.

Prices for the services and control fittings are as follows:

Two 8" Spherical Three Way Tees, ANSI Class 300	$7,324.00
One 8" Double Tap and Stop, ANSI Class 300	$8,422.00

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

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

SJ Patterson
[Name of business, corporation, partnership]

1) ✓ 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.

Stephen Judson Patterson May 23, 2013
Signature of Applicant: Date

Stephen Judson Patterson May 23, 2013
Printed Name:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF May, 2013

Rebecca Jo Patterson
Notary Public
My Commission Expires: My Commission Expires 3-15-2014

* ____________________
Alien Registration number for non-citizens

*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.

310765
EEV/Basic Pilot Program* User Identification Number

[signature]
BY: Authorized Officer or Agent
(Contractor Name)

May 23, 2013
Date

President
Title of Authorized Officer or Agent of Contractor

Stephen Judson Patterson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
23 DAY OF May, 2013

Rebecca Jo Patterson
Notary Public
My Commission Expires:
My Commission Expires 3-15-2014

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

City of Cartersville

City Council Meeting
6/6/2013 7:00:00 PM
Emergency Replacement of Air Conditioning Unit at the D&C Building

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: April 12, 2013 SUBJECT: Emergency Replacement of Air Conditioning Unit at the D&C Building The air conditioning unit for the Distribution & Collections building has stopped functioning. This unit has reached the end of its service life and is not cost effective to repair. Due to the temperature conditions, immediate replacement is deemed necessary. A price quote for replacement was received from Meadows Heating & Air in the amount of $5,400.00. Meadows Heating & Air is the low bidder and they are a local company. Other bids were received from Preferred Heating & Air Conditioning $6,100.00 and Pendley Heating & Air Conditioning, Inc. $6,139.00. The Cartersville Water Department recommends approval of the agreement with Meadows Heating & Air Conditioning in the amount of $5,400.00. E-Verify and SAVE Documentation was submitted with the bid and is attached.
City Manager's Remarks:	This was an unexpected expense but due to the necessity a new air conditioning unit had to be purchased. I recommend approval of this purchase.
Financial/Budget Certification:	This is an unbudgeted item and will be paid for from the maintenance budget.
Legal:	
Associated Information:	E-verify and Save documentation are attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

The undersigned 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.

677266
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent (Contractor Name) [signature] — Date: 6/3/13

Meadows Heating and Air
Contractor/Entity Name

Operations Manager
Title of Authorized Officer or Agent of Contractor

12 Phillips Drive Cartersville, GA 30121
Contractor Address

Joseph S. McWhorter
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
3 DAY OF June, 2013

[signature]
Notary Public
My Commission Expires:
March 19th, 2017

KAYLEE A. KLEWEIN
MY COMMISSION EXPIRES
MAR. 19 2017
BARTOW CO., GEORGIA
NOTARY PUBLIC

* 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).

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

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

Meadows Heating and Air
[Name of business, corporation, partnership]

1) ✓ 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.

KAYLEE A. KLEWEIN
MY COMMISSION EXPIRES
MAR. 19 2017
BARTOW CO., GEORGIA
NOTARY PUBLIC

6/3/13
Signature of Applicant: Date

Joseph S. McWhorter
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
3 DAY OF June, 2013

Notary Public
My Commission Expires: March 19th, 2017

* ______________________
Alien Registration number for non-citizens

*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: