



City of Cartersville

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

COUNCIL PERSONS:

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 – 10/4/2012
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. September 20, 2012 (Page 4-14)

[Attachments](#)

B. Proclamations

1. Red Ribbon Week Sponsored by Young Marines (Page 15-16)

[Attachments](#)

C. Public Hearing - 2nd Reading of Zoning/Annexation Requests

1. File AZ12-07: Annexation and zoning application by Greg & Tracey Beach for property located at 77 Star Dust Trail off Summit Ridge Drive (total approximately 1.86 acres) from Bartow County Jurisdiction to City R-20 (Single Family Residential) (Page 17-29)

[Attachments](#)

2. File AZ12-08 Annexation and zoning application by Sean & Rhonda Ireland for property located at 13 Mission Hills Drive in the Mission Estates subdivision (total approximately 0.8 acres) from Bartow County Jurisdiction to City R-20 (Single Family Residential) (Page 30-41)

[Attachments](#)

D. Presentations

1. Urban Redevelopment Plan Update (Page 42-43)

[Attachments](#)

E. Appointments

1. Downtown Development Authority Board (Page 44-45)

[Attachments](#)

F. Change Order

1. Martin Luther King Jr Drive Sewer Replacement - TJ Lyle & Co. (Page 46)

[Attachments](#)

2. South Erwin Street 12-Inch Water Main Replacement - T.J. Lyle & Co. (Page 47)

[Attachments](#)

3. Grit Collector Project (Page 48)

[Attachments](#)

G. Engineering Services

1. Fee Amendment for South Erwin Street 12-Inch Water Main Replacement - Jacob Engineering (Page 49)

[Attachments](#)

2. Tennessee Street Water Main Replacement - Prime Engineering (Page 50-51)

[Attachments](#)

3. West Avenue Water Main Replacement - Southland Engineering (Page 52-53)

[Attachments](#)

H. Bid Award/Purchases

1. Truck Bed For Water Department (Page 54)

[Attachments](#)

2. Wansley Drive Box Culvert Installation - C.H. Kirkpatrick (Page 55)

[Attachments](#)

I. Other

1. WaterFirst Community Program Application (Page 56-63)

[Attachments](#)

J. Contracts/Agreements

1. Value Engineering Study Douthit Ferry Road (64-71)

[Attachments](#)

2. Georgia Power for Utility Line Relocation (Page 72-80)

[Attachments](#)

K. Other

1. Sewer for New Eastside Hangar at Cartersville-Bartow County Airport (Page 81-84)

[Attachments](#)



City of Cartersville

City Council Meeting
10/4/2012 7:00:00 PM
September 20, 2012

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

City Council Meeting
 10 N. Public Square
 September 20, 2012
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tate

Pledge of Allegiance led by Council Member Stepp

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; 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. Louis Tonsmeire, Sr., Council Member Ward Three and David Archer, City Attorney were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. September 6, 2012

A motion to approve the September 6, 2012 City Council Meeting minutes as presented was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

B. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. File AZ12-07: Annexation and zoning application by Greg and Tracey Beach for property located at 77 Star Dust Trail off Summit Ridge Drive (total approximately 1.86 acres) from Bartow County Jurisdiction to City R-20 (Single Family Residential)

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this property is located at 77 Star Dust Trail with a single family residence built in approximately 1996. The property is currently zoned County A-1 (Agriculture) to be annexed in as R-20 (Single Family Residential). Mr. Mannino stated that staff had no objections; however the Fire Department is concerned with fire protection in the area due to the number of fire hydrants in the area. Mr. Mannino stated that the Planning Commission had recommended approval.

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

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

No Action Required

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. AZ12-07

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Greg and Tracey Beach. Property is located at 77 Star Dust Trail. Said property contains 1.86 acres located in the 4th District, 3rd Section, Land Lot(s) 1139 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of September 2012.

ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. AZ12-07

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Greg and Tracey Beach. Property is located 77 Star Dust Trail. Said property contains 1.86 acres located in the 4th District, 3rd Section, Land Lot(s) 1139 as shown on the attached plat Exhibit "A". Property is hereby rezoned from County A-1 (Agricultural) to R-20 (Single-Family Residential). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of September 2012.
ADOPTED this the day of. Second Reading.

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

ATTEST:

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

2. File AZ12-08: Annexation and zoning application by Sean and Rhonda Ireland for property located at 13 Mission Hills Drive in the Mission Estates subdivision (total Approximately 0.8 acres) from Bartow County Jurisdiction to City R-20 (Single Family Residential)

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this property is located at 13 Mission Hills Drive near the entrance to the Mission Estates Subdivision. This property includes a single-family residence build in approximately 1996. The property is currently zoned County A-1 (Agriculture) to be annexed in with R-20 (Single Family Residential). Mr. Mannino stated that staff had no objections and the Planning Commission recommended approval.

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

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

No Action Required

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.
Petition No. AZ12-08

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Sean and Rhonda Ireland. Property is located at 13 Mission Hills Drive Said property contains 0.8 acres located in the 4th District, 3rd Section, Land Lot(s) 441 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of September 2012.
ADOPTED this the day of. Second Reading.

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

ATTEST:

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

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.
Petition No. AZ12-08

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Sean and

Rhonda Ireland. Property is located 13 Mission Hills Drive. Said property contains 0.8 acres located in the 4th District, 3rd Section, Land Lot(s) 441 as shown on the attached plat Exhibit "A". Property is hereby rezoned from County A-1 (Agricultural) to R-20 (Single-Family Residential). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

**First Reading this the 20th day of September 2012.
ADOPTED this the day of. Second Reading.**

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

ATTEST:

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

C. Resolutions

1. Council Meeting Time Change for Christmas Parade

Sam Grove, City Manager stated that the City of Cartersville's annual Christmas Parade is on the first Thursday night in December which conflicts with the regularly scheduled City Council Meeting. This resolution is to change the meeting time for the December 6, 2012 to 9:00 a.m. and Mr. Grove recommended approval.

A motion to approve Resolution No. 15-12 was made by Council Member McDaniel and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

Resolution No. 15-12

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

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meetings listed below of the Mayor and City Council are hereby rescheduled pursuant to Section 2-17 of the City of Cartersville Code of Ordinances:

- **December 6, 2012 at 7 PM rescheduled to December 6, 2012 at 9 AM**

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 20th day of September 2012.

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

ATTEST:

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

D. Grant Application/Acceptance

1. Storm Drain System and Land Acquisition Services for Airport

Dan Porta, Assistant City Manager stated that the Airport Authority has received notice of tentative federal funding assistance in the amount of \$100,225.00 for designing a storm drain system and land acquisition services at the airport. The grant requires a matching contribution of \$2,637.00, which will be paid from Airport Authority Funds and will not impact the city budget other than personnel time to process the grant documents and track the expenditures. Mr. Porta recommended approval.

A motion to approve the acceptance of the Airport Grant was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

2. Pre-Disaster Mitigation Grant

Tom Quist, Assistant to the City Manager stated that the city has been awarded up to \$247,531.12 in funding from the Pre-Disaster Mitigation Grant. The purpose of this grant is to acquire and demolish three flood-prone properties/homes, located at 135 and 149 Etowah Drive and 242 Lee Street. These properties will be maintained as open space in perpetuity. The total cost of this project is estimated to be \$330,059.12 with the City's match being \$82,528.00 or twenty five percent (25%). Mr. Quist recommended approval.

A motion to approve acceptance of the Pre-Disaster Mitigation Grant was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

3. Georgia Department of Transportation Regarding LMIG (formerly LARP)

Bobby Elliott, Public Works Director stated that this application is required by GDOT to receive our annual LMIG (formerly LARP) funds for resurfacing. Our allotment this year is \$166,116.81 and we have to supply a 30% match bringing the total for LMIG projects to

\$215,951.858. Mr. Elliott stated that the city also has \$13,000.00 that they will add due to a shortage in the last year bringing the grand total to \$225,951.85. Mr. Elliott recommended approval.

A motion to approve the acceptance of LMIG funds was made by Council Member Pruitt and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

E. Engineering Services

1. Technical Support for Stormwater Management Program

Bobby Elliott, Public Works Director stated that the City is required to meet several obligations concerning inspection, monitoring and reporting on our Stormwater Management Program. The Metropolitan North Georgia Water Planning District conducts an Audit of our Stormwater Management Program and reports to the EPD. This contract with Fox Environmental provides technical assistance on meeting all these requirements. Mr. Elliott recommended approval of Fox Environmental in an amount not to exceed \$21,000.00.

A motion to approve the agreement with Fox Environmental not to exceed \$21,000.00 was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

These items were pulled from the agenda and will be reviewed at a later date.

- 2. Tennessee Street Water Main Replacement**
- 3. West Avenue Water Main Replacement**

F. Contracts/Agreements

1. Georgia Department of Transportation Regarding Leake Mounds – Etowah River Walk Link

Greg Anderson, Parks and Recreation Director stated that a contract with Southland Engineering was approved by council last month to finish the engineering/design/permitting for the Leake Mounds-Etowah Riverwalk Link. Mr. Anderson stated that this letter is a new schedule that is proposed by the GA DOT and that Southland Engineering has reviewed the schedule and has determined that the city will be able to meet the new schedule and move forward towards completion of this project. Mr. Anderson recommended approval.

A motion to approve the new schedule for the Leake Mounds-Etowah Riverwalk Link was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

2. U. S. Department of Justice Asset Forfeiture Report

Tommy Culpepper, Chief of Police stated that this is the annual report for the U. S.

Department of Justice to account for the federal asset forfeiture money received and spent. The report is for the fiscal year starting July 1, 2011 and ending June 30, 2012. Chief Culpepper stated that this report was prepared by the Police Department with the assistance of Tom Rhinehart and recommended approval.

A motion to approve the Asset Forfeiture Report was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

G. Change Order

1. Final Adjustment Erwin Street Sewer Repair

Ed Mullinax, Assistant Water Superintendent stated that this is the final adjustment change order for the Erwin Street Sewer Repair. Mr. Mullinax stated the original contract was approved in the amount of \$58,900.00; however additional work involved in locating the sewer, additional sewer connections, and removal of concrete resulted in a \$24,437.64 increase to the original amount. Mr. Mullinax stated the final adjusted contract amount for this project is \$83,337.64 and recommended approval.

A motion to approve the final adjustment for Erwin Street Sewer Repair was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

H. Bid Award/Purchases

1. Repair #2 High Service Pump at Water Treatment Plant

Ed Mullinax, Assistant Water Superintendent stated that bids were accepted for rebuilding of the high service pumps at the water plant. Mr. Mullinax recommended approval of the low bid from Cole Electric Technology, Inc. in the amount of \$16,420.42.

A motion to approve repairs by Cole Electric Technology, Inc. was made by Council Member Pruitt and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

2. Electric Department Bucket Truck #516 Rebuild

David Myers, Electric Superintendent stated that from time to time the Electric Bucket Trucks have to be inspected and rebuilt. The proposal submitted to council is from Terex to perform the necessary inspection and rebuild of Bucket Truck #516 in the amount of \$30,805.65. Mr. Myers stated that in addition to the rebuild, he has requested several modifications to this truck to be performed while it is in the shop and the modifications will be brought to council at a later date. Mr. Myers stated that this is only an estimate and the actual price may differ depending on actual items needed for the rebuild and recommended approval.

A motion to approve the estimated costs from Terex was made by Council Member Tate

and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

3. Electric Department Uniforms 2012

David Myers, Electric Superintendent stated that this is a maintenance invoice for required flame retardant uniform clothing purchased for the electric crews. Mr. Myers recommended approval of the purchase from Riverside Manufacturing Company in the amount of \$5,233.75.

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

4. Recreation Department Truck Purchase

Tom Rhinehart, Finance Director stated that the Recreation Department has solicited bids for a half-ton pickup truck for its daily operations. Mr. Rhinehart stated that the low bid was from Butler Chrysler Dodge in Beaufort, SC; however the truck bid from City Motors included an upgraded radiator and a class four towing package. After reviewing the bid it was determined that the added towing package and the upgraded cooling system are worth the minor increase in price and Mr. Rhinehart recommended approval of the purchase from City Motors in Cartersville in the amount of \$24,960.79.

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

5. Fiber Department Truck Purchase

Tom Rhinehart, Finance Director stated that the Fiber Department had solicited bids for a four wheel drive-half ton pickup truck for its daily operations. Mr. Rhinehart recommended the low bid from City Motors of Cartersville in the amount of \$28,329.12.

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

I. Monthly Financial Statement

1. July 2012

Mr. Tom Rhinehart, Finance Director, presented the July 2012 monthly financial statement with comparisons from the previous year of July 2011, 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 July 2012.

Council Member Tate congratulated Richard Osborne for receiving the Community Service Award. After announcements a motion to adjourn the meeting was made by Council

Member Stepp and needing no second. Motion carried unanimously. Vote 5-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
10/4/2012 7:00:00 PM
Red Ribbon Week Sponsored by Young Marines

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	This proclamation is at the request of Micenna Brooks, who is involved with the Young Marines organization.
City Manager's Remarks:	I approve of this proclamation for Red Ribbon Week.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, Alcohol and drug abuse in this nation has reached epidemic stages; and

WHEREAS, It is imperative that visible, unified preventive educational efforts by community members be launched to eliminate the demand for drugs; and

WHEREAS, The National Red Ribbon Campaign offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles which is defined as no use of illegal drugs or no illegal use of legal drugs; and

WHEREAS, The National Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31; and

WHEREAS, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign; and

WHEREAS, the City of Cartersville further commits its resources to ensure the success of the Red Ribbon Campaign.

NOW, THEREFORE, I, Matthew J. Santini, as Mayor of the City of Cartersville do hereby proclaim October 23-31, 2012 as

RED RIBBON WEEK

and encourage all of its citizens to participate in activities related to drug prevention education, not only during Red Ribbon Week, but all year long, making a visible statement that we are strongly committed to a drug-free community.

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

Mayor

Attest: _____ City Clerk

OCTOBER 4, 2012

Item # 2



City of Cartersville

City Council Meeting

10/4/2012 7:00:00 PM

File AZ12-07: Annexation and zoning application by Greg & Tracey Beach for property located at 77 Star Dust Trail off Summit Ridge Drive (total approximately 1.86 acres) from Bartow County Jurisdiction to City R-20 (Single Family Residential)

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	
Department Summary Recommendation:	The subject tract is located at 77 Star Dust Trail and is near the end of the road, off Summit Ridge Circle which comes off Summit Ridge Drive (connects SR 61 / Dallas Hwy through the golf course to the rear of Carter Grove Plantation). This property includes a single-family residence built in approximately 1996. The applicants would like to be annexed for City schools. The property would, if annexed, be zoned R-20 (Single-family Residential). Planning Commission recommended approval.
City Manager's Remarks:	Your approval of the annexation outlined above is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): **AZ12-07**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Greg & Tracey Beach**

Representative: **None**

Property Owner: **Same as applicant**

Property Location: **77 Star Dust Trail**

Access to the Property: **Star Dust Trail, off Summit Ridge Circle, off Summit Ridge Dr**

Site Characteristics:

Tract Size: Acres: **1.86 acres** District: **4th** Section: **3rd** LL(S): **1139**

Ward: **3** Council Member: **Louis Tonsmeire**

LAND USE INFORMATION

Current Zoning: **County A-1 (Agricultural)**

Proposed Zoning: **R-20 (Single-family Residential)**

Proposed Use: **Annex for City schools**

Current Zoning of Adjacent Property:

North: **County A-1 (Agricultural)**

South: **County A-1 (Agricultural)**

East: **R-20 (Single-family Residential)**

West: **County A-1 (Agricultural)**

The Future Development Plan designates the subject property as: **Not identified**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

Cartersville Fire Department does not oppose the request but we must voice our concern. The area in which this residence is located is only served by two fire hydrants; one is a half a mile away and the other is 1 mile away. In the city of Cartersville, fire hydrants are typically no further than 500 ft. apart in residential areas. Additionally, the residence is over the 2 ½ mile service range of the closest city fire station.

Police:

No comments.

Bartow County government has also received information regarding the annexation request and finds no objection to the application. The property is currently zoned A-1 (Residential) and is identified on the County's Future Land Use Map as Single-Family Residential.

The subject tract is located at 77 Star Dust Trail and is near the end of the road, off Summit Ridge Circle which comes off Summit Ridge Drive (connects SR 61 / Dallas Hwy through the golf course to the rear of Carter Grove Plantation). This property includes a single-family residence built in approximately 1996. The applicants would like to be annexed for City schools. The property would, if annexed, be zoned R-20 (Single-family Residential).

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed R-20 zoning may permit a use that is suitable in view of the existing residential development of adjacent properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed R-20 zoning may not create an isolated district since there are adjacent and nearby properties that are zoned for single-family residential purposes.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The R-20 zoning proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned in unincorporated Bartow County for residential use, the property may be appropriately zoned; however, as property zoned Agricultural (A-1), it is not currently used for agricultural purposes. As proposed in the City for R-20 zoning, this proposal may be a reasonable economic use of the land.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The property is not identified on the Future Development Map.

- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.

The R-20 zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development based on possible environmental factors related to use.

- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Cartersville Fire Department has concerns about this request. However, this annexation would be for a residence in a portion of the single-family residential development adjacent to the Woodland Hills Golf Club. There are other single-family residences in this development that have been in the City limits for years, and staff is not aware of any concerns related to their being in the City jurisdiction.

RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

ANNEXATION:	APPROVAL
ZONING:	APPROVAL

Application for Annexation/Zoning

Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

Paid \$400 Fee
\$50 legal ads

Application Number AZ12-07
9-11 @ 6:00 pm PC
Hearing Date 9-20 @ 7:00 pm Council
10-4 @ 7:00 pm Council

Applicant Greg and Tracey Beach
(applicant's printed name)

Address 77 Star Dust Trail

City Cartersville State GA

cell 404-304-7051
Business Phone

Home Phone 770-386-0788

Zip 30120

(Representative's printed name (if other than applicant))

Business Phone

Cell or Fax #

Representative's signature

Applicant's signature

Signed, sealed and delivered in presence of:

Notary Public

My commission expires: 6/21/15

Titleholder Greg & Tracey Beach
(titleholder's printed name)

Business Phone same above

Home Phone same above

*attach additional notarized signatures as needed on separate application page

Address same as above

Signature

Signed, sealed and delivered in presence of:

Notary Public

My commission expires: 6/21/15

County Zoning District(s) R-1

Proposed City Zoning District(s) R-20

Acreage 1.856 ac Land Lot(s) 1139

District(s) 4 Section(s) 3

Location of Property 77 Star Dust Trail, Cartersville GA 30120
(street address, nearest intersections, etc)

Utility Providers: Water County

Gas none

Sewer septic

Electric Greystone Power

Reason for annexation: city schools

(attach additional statement as necessary)

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements.

Planning Commission Recommendation:

Approved: _____

Disapproved: _____

Conditions: _____

Date: _____

City Council Decision:

Approved: _____

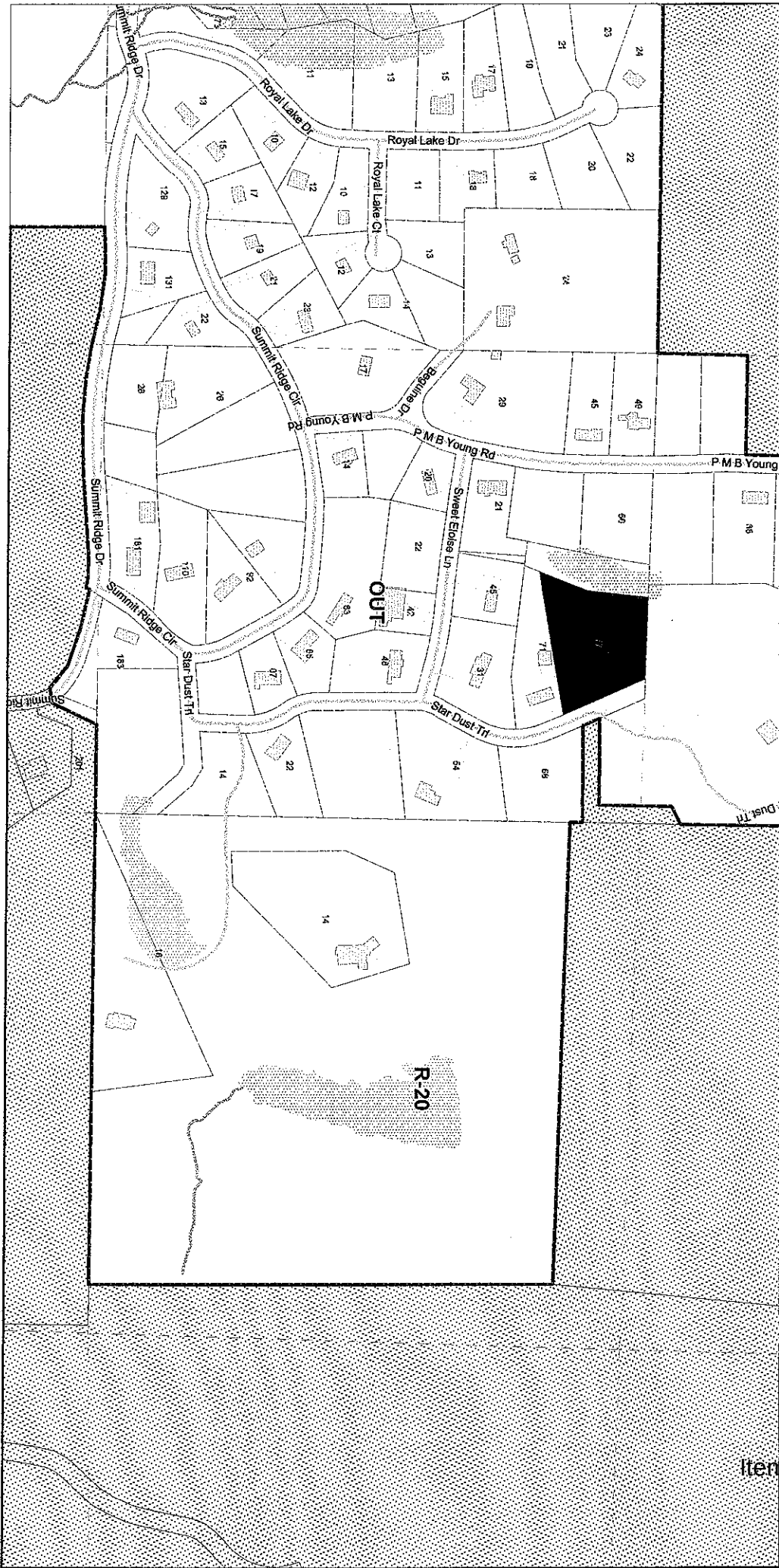
Disapproved: _____

Conditions: _____

Date: _____

Item # 3

AZ12-07 annexation 77 Star Dust Tr off Summit Ridge Dr



Item # 3



AZ12-07 annexation 77 Star Dust Tr off Summit Ridge Dr

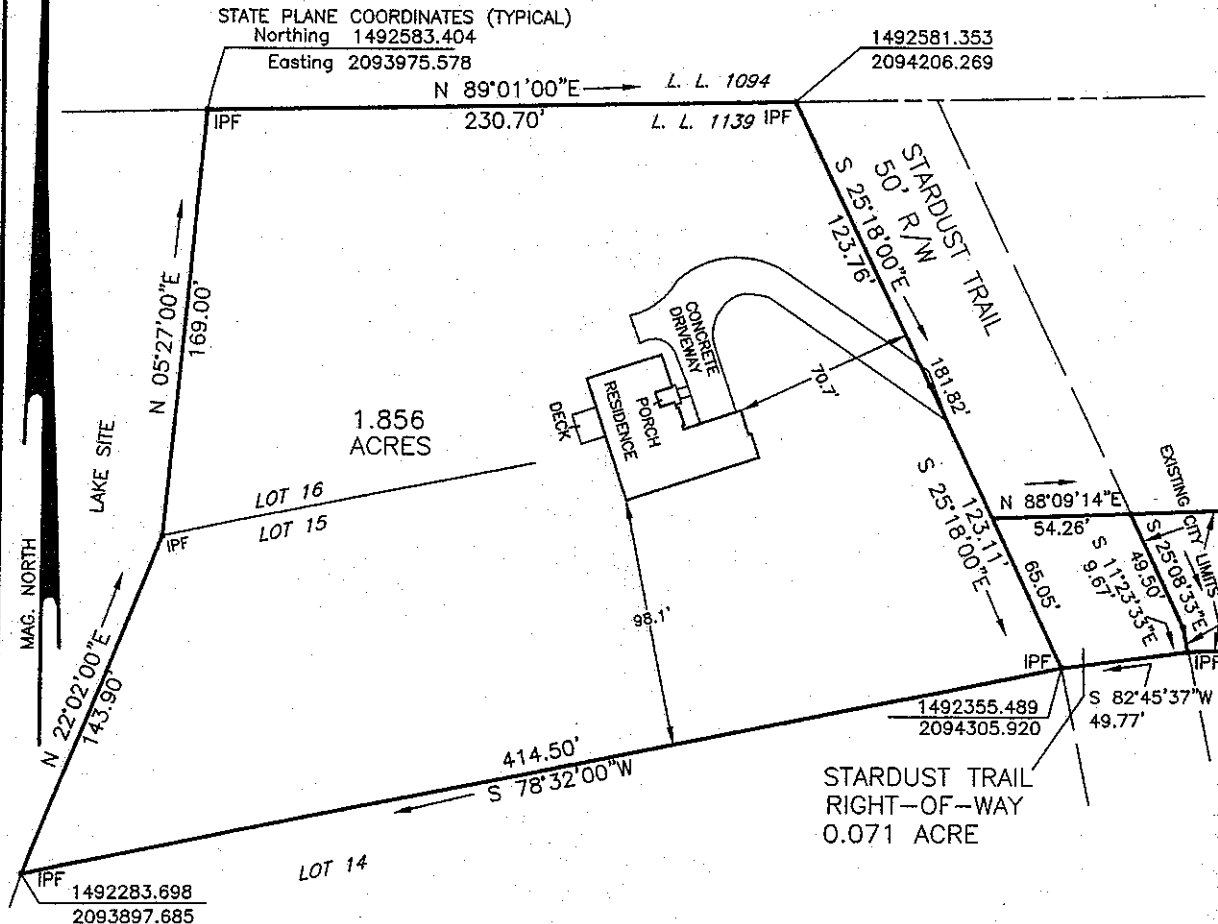


Item # 3



SURVEY FOR
ANNEXATION TO THE CITY OF CARTERSVILLE
GREGORY LEE BEACH & TRACY ANITA BEACH
 LOTS 15 & 16, PARKEROSA PINES SUBDIVISION,
 IN LAND LOT 1139,
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

TOTAL AREA TO BE ANNEXED = 1.927 ACRES



4474-1.CRD 4474-1.DWG

FLOOD INSURANCE RATE MAP 13015C0130 F
 DATED SEPT.29,1989 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

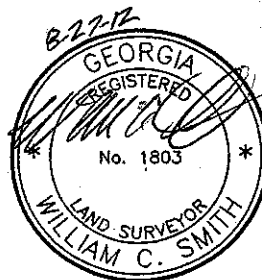
NOTE: IRON PINS ARE (1/2"RE-BAR)
 EXCEPT AS SHOWN.

PLAT CLOSURE;
 ONE FOOT IN
 48,000 FEET.

FIELD TRAVERSE:
 CLOSURE; ONE FOOT IN 8,000 FEET
 USING A 100' STEEL TAPE
 ANGULAR ERROR; 0°00'06"PER ANGLE
 POINT USING A 20' TRANSIT.
 ADJUSTED; USING THE COMPASS RULE.

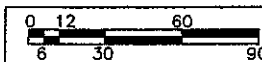
SMITH & SMITH LAND SURVEYORS, P.C.
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1803



R/W — RIGHT OF WAY	R — RADIUS LP — LIGHT POLE
IPP — IRON PIN PLACED	-X-X- FENCE
IPF — IRON PIN FOUND	— LAND LOT LINE
CM — CONCRETE MARKER	— CENTER LINE
CH — CHORD	— POWER LINE
L OR A — LENGTH OF CURVE	PP — POWER POLE

JUNE 25, 1996
 REVISED 8-27-96
 REVISED 12-30-96
 REVISED 8-27-2012



FILE 4474-1

Item # 3



77 Star Dust Trail case AZ12-07

Item # 3



CITY OF CARTERSVILLEZONING / ANNEXATION ANALYSISPETITION NUMBER AZ12-07APPLICANT INFORMATION AND PROPERTY DESCRIPTIONPROPERTY OWNER (S) Greg & Tracey Beach PHONE NUMBER 404-304-7051PETITIONER same OWNER'S ADDRESS 77 Star Dust Trail
Cartersville, GA 30120PROPERTY LOCATION 77 Star Dust Trail TRACT SIZE 1.856 acDISTRICT 4 SECTION 3 LL(S) 11.39TAX MAP # 0074A0003025 PARCEL (S) 1 WARD (S) 3CURRENT LAND USE residential PROPOSED LAND USE residentialCURRENT ZONING County R-1 PROPOSED ZONING City R-20SPECIFICS OF PROPOSED USENUMBER OF DWELLING UNITS 1 NUMBER OF OCCUPANTS 4RACIAL COMPOSITION WhiteNUMBER OF SCHOOL AGED CHILDREN 2GRADE LEVEL (S) OF SCHOOL AGE CHILDREN 5th (Mission Rd Elem for 2012-13),
6th CMS

SCHOOL SYSTEM TO BE ATTENDED _____

OWNER OCCUPIED: YES X NO _____UTILITY SERVICE (CITY, COUNTY, GEORGIA POWER, ATLANTA GAS)1. WATER county2. SEWER septic3. GAS none4. ELECTRICITY Greystone



Bartow County Commissioner's Office • Clarence Brown, Commissioner

CERTIFIED MAIL # 7006 3450 0001 5974 6441

August 7, 2012

Mr. Richard Osborne
Planning Department
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Request to annex approximately 1.856 acres
located on 77 Star Dust Trail

Dear Richard:

This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Single Family Residential.

Please be advised that, pursuant to O.C.G.A. §36-36-7, there may exist county water and/or sewer lines within the area proposed to be annexed.

Also, be advised that the City will be responsible for maintenance of that portion of the roadway, where as a result of this annexation, property on both sides of the road is now within the city limits.

Sincerely,



CLARENCE BROWN

Commissioner
Bartow County

CB/kg

c. Brandon Johnson, Zoning Department
Randy Gray, Bartow County Road Department
Mary Milam, Voter Registration
Jarrod Roberts, Tax Assessor
Tim Poe, GIS Department

Item # 3



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120

Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **AZ12-07**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

Greg & Tracey Beach have made an annexation/zoning request on the following property:
Approximately 1.86 acres located at 77 Stardust Trail in the 4th District, 3rd Section, Bartow
County jurisdiction to City R-20 (Single-family Residential).

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
 Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
 Yes _____ No _____
 If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
 Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

City Council Meeting
10/4/2012 7:00:00 PM

File AZ12-08 Annexation and zoning application by Sean & Rhonda Ireland for property located at 13 Mission Hills Drive in the Mission Estates subdivision (total approximately 0.8 acres) from Bartow County Jurisdiction to City R-20 (Single Family Residential)

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	
Department Summary Recommendation:	The subject tract is located at 13 Mission Hills Drive, near the entrance to the Mission Estates subdivision. This property includes a single-family residence built in approximately 1996. The applicants would like to be annexed for City schools. The property would, if annexed, be zoned R-20 (Single-family Residential). Planning Commission recommended approval.
City Manager's Remarks:	Your approval of the annexation outlined above is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): **AZ12-08**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Sean & Rhonda Ireland**

Representative: **None**

Property Owner: **Same as applicant**

Property Location: **13 Mission Hills Drive**

Access to the Property: **Mission Hills Drive off Mission Road**

Site Characteristics:

Tract Size: Acres: **0.8 acres** District: **4th** Section: **3rd** LL(S): **441**

Ward: **5** Council Member: **Dianne Tate**

LAND USE INFORMATION

Current Zoning: **County A-1 (Agricultural)**

Proposed Zoning: **R-20 (Single-family Residential)**

Proposed Use: **Annex for City schools**

Current Zoning of Adjacent Property:

North: **County A-1 (Agricultural)**

South: **R-20 (Single-family Residential)**

East: **R-20 (Single-family Residential)**

West: **County A-1 (Agricultural)**

The Future Development Plan designates the subject property as: **Suburban Living with recommended zoning districts R-20 and R-15.**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

Bartow County government has also received information regarding the annexation request and finds no objection to the application. The property is currently zoned A-1 (Residential) and is identified on the County's Future Land Use Map as Low-Density Residential.

The subject tract is located at 13 Mission Hills Drive, near the entrance to the Mission Estates subdivision. This property includes a single-family residence built in approximately 1996. The applicants would like to be annexed for City schools. The property would, if annexed, be zoned R-20 (Single-family Residential).

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed R-20 zoning may permit a use that is suitable in view of the existing residential development of adjacent properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed R-20 zoning may not create an isolated district since there are adjacent and nearby properties that are zoned R-20.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The R-20 zoning proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned in unincorporated Bartow County for residential use, the property may be appropriately zoned; however, as property zoned Agricultural (A-1), it is not currently used for agricultural purposes. As proposed in the City for R-20 zoning, this proposal may be a reasonable economic use of the land.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposal is in conformity with the Future Development Map.

- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.

The R-20 zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development based on possible environmental factors related to use.

- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Almost all of the lots in the Mission Estates subdivision were annexed into the City limits (at property owner request) during the late 1980s and 1990s. It may be appropriate for properties like the subject tract at 13 Mission Hills Drive to be within the City's jurisdiction for public safety coverage.

RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

ANNEXATION:	APPROVAL
ZONING:	APPROVAL

Application for Annexation/Zoning

Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

Application Number AZ/2-08

9-11 @ 6:00 PM (PC)

9-20 @ 7:00 PM (Council)

Hearing Date 10-4 @ 7:00 PM (Council)

Applicant Sean Ireland
(applicant's printed name)

Address 13 Mission Hills Dr

City Cartersville State GA

Business Phone 770-316-0944

Home Phone _____

Zip 30120

(Representative's printed name (if other than applicant))

Business Phone _____

Cell or Fax # _____

Representative's signature

Applicant's signature

Signed, sealed and delivered in presence of:

Notary Public

My commission expires: 6/21/15

Titleholder Sean & Rhonda Ireland
(titleholder's printed name)

Business Phone same

Home Phone same

*attach additional notary signatures as needed on separate application page

Address 13 Mission Hills Dr

Signature

Signed, sealed, delivered in presence of:

Notary Public

My commission expires: 6/21/15

County Zoning District(s) R-1

Proposed City Zoning District(s) R-20

Acreage +/- 0.8 ac Land Lot(s) 441

District(s) 4 Section(s) 3

Location of Property 13 Mission Hills Dr
(street address, nearest intersections, etc)

Utility Providers: Water county

Gas Walton Gas

Sewer county

Electric Georgia Power

Reason for annexation: City schools

(attach additional statement as necessary)

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements.

Planning Commission Recommendation:

Approved: _____

Disapproved: _____

Conditions: _____

Date: _____

City Council Decision:

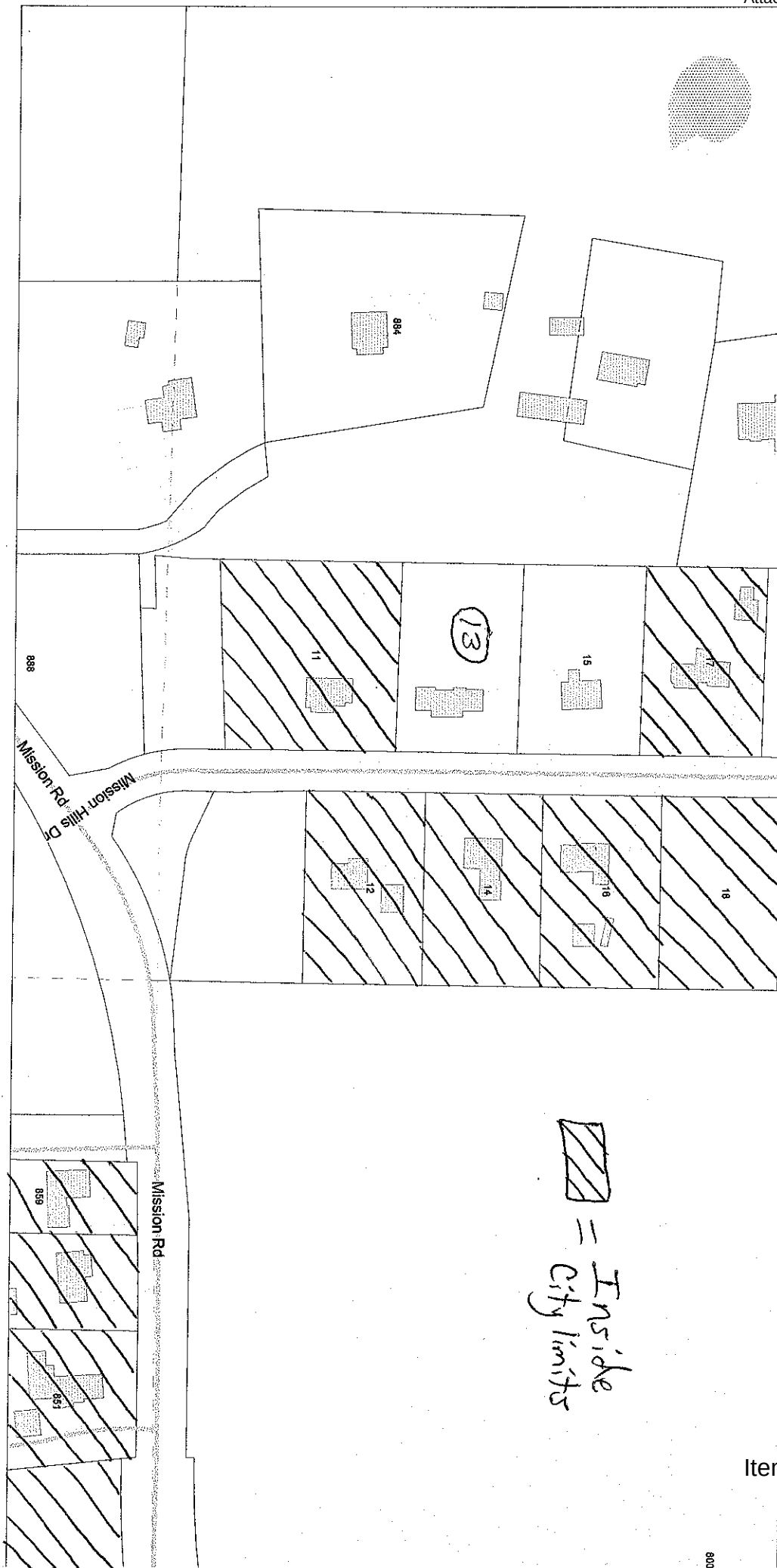
Approved: _____

Disapproved: _____

Conditions: _____

Date: _____ Item # 4

AZ12-08 annexation - 13 Mission Hills Dr

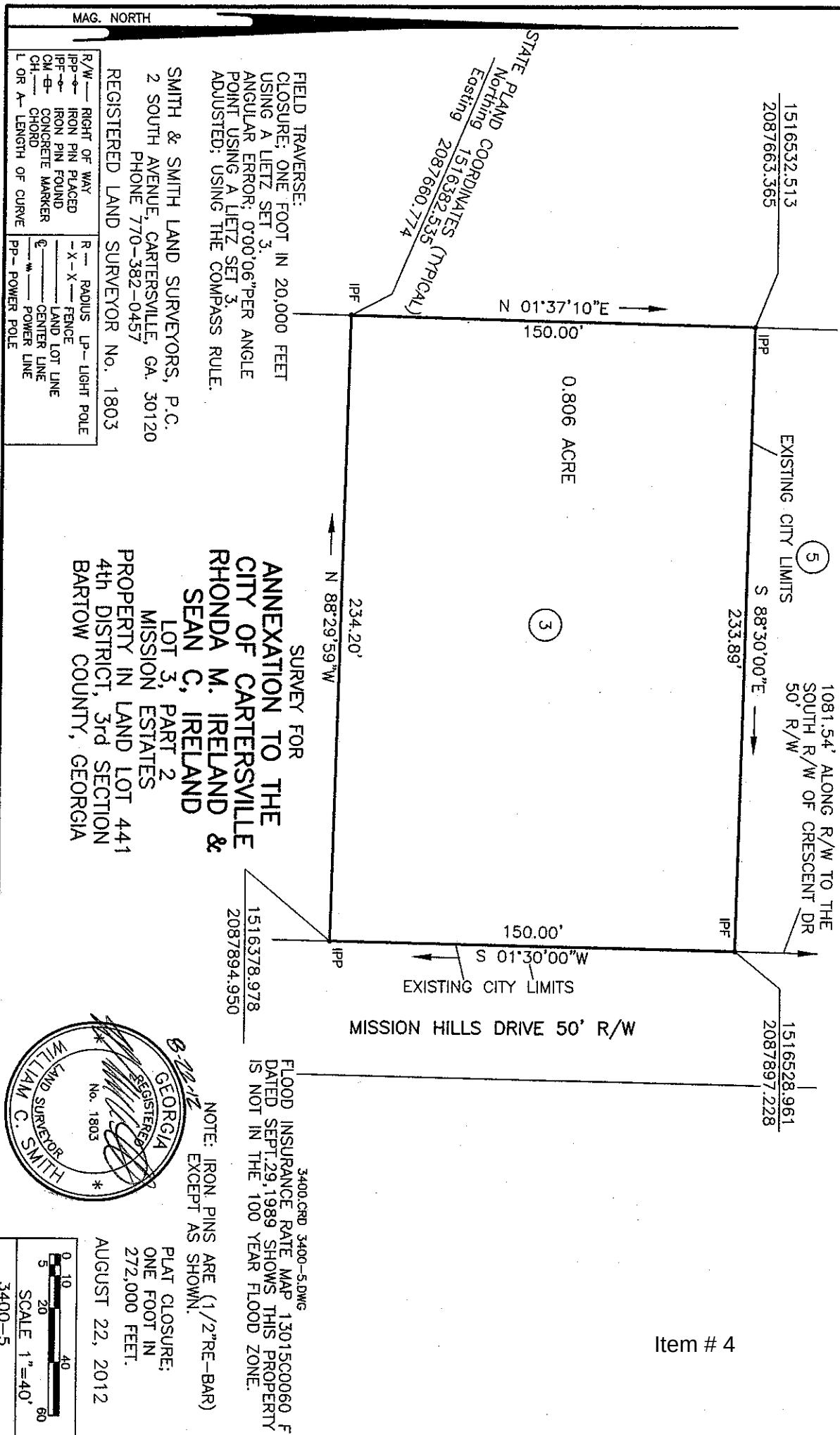


AZ12-08 annexation 13 Mission Hills Dr



Item # 4





CITY OF CARTERSVILLEZONING / ANNEXATION ANALYSISPETITION NUMBER AZ12-08APPLICANT INFORMATION AND PROPERTY DESCRIPTIONPROPERTY OWNER (S) Sean & Rhonda Ireland PHONE NUMBER 770-316-0944PETITIONER same OWNER'S ADDRESS 13 Mission Hills DrCartersville, GA 30120PROPERTY LOCATION 13 Mission Hills Dr TRACT SIZE 0.8 acDISTRICT 4 SECTION 3 LL(S) 441TAX MAP # 00570441007 PARCEL (S) 1 WARD (S) 5CURRENT LAND USE residential PROPOSED LAND USE residentialCURRENT ZONING R-1 PROPOSED ZONING R-20SPECIFICS OF PROPOSED USENUMBER OF DWELLING UNITS 1 NUMBER OF OCCUPANTS 4RACIAL COMPOSITION whiteNUMBER OF SCHOOL AGED CHILDREN 2 (6th CMS)GRADE LEVEL (S) OF SCHOOL AGE CHILDREN (2nd Mission Rd Elem)SCHOOL SYSTEM TO BE ATTENDED " "OWNER OCCUPIED: YES X NO UTILITY SERVICE (CITY, COUNTY, GEORGIA POWER, ATLANTA GAS)1. WATER county2. SEWER county3. GAS Walton Gas4. ELECTRICITY Georgia Power



Bartow County Commissioner's Office • Clarence Brown, Commissioner

CERTIFIED MAIL # 7006 3450 0001 5974 6458

August 7, 2012

Mr. Richard Osborne
Planning Department
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Request to annex approximately .8 acres
located on 13 Mission Hills Drive

Dear Richard:

This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Low Density Residential.

Please be advised that, pursuant to O.C.G.A. §36-36-7, there may exist county water and/or sewer lines within the area proposed to be annexed.

Also, be advised that the City will be responsible for maintenance of that portion of the roadway, where as a result of this annexation, property on both sides of the road is now within the city limits.

Sincerely,



CLARENCE BROWN

Commissioner
Bartow County

CB/kg

- c. Brandon Johnson, Zoning Department
Randy Gray, Bartow County Road Department
Mary Milam, Voter Registration
Jarrod Roberts, Tax Assessor
Tim Poe, GIS Department

Item # 4



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120

Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **AZ12-08**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

Sean & Rhonda Ireland have made an annexation/zoning request on the following property:
Approximately 0.8 acres located at 13 Mission Hills Drive in the 4th District, 3rd Section, Bartow
County jurisdiction to City R-20 (Single-family Residential).

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
 Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
 Yes _____ No _____
 If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
 Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

City Council Meeting
10/4/2012 7:00:00 PM
Urban Redevelopment Plan Update

SubCategory:	Presentations
Department Name:	Planning and Development
Department Summary Recommendation:	Planning & Development staff will provide a quarterly update on redevelopment activities occurring in Cartersville, as required by the Urban Redevelopment Plan adopted by Council in 2010. Items to be discussed will include two new owner-occupied houses in North Towne and the recently held Georgia Initiative for Community Housing (GICH) conference at the Clarence Brown Conference Center.
City Manager's Remarks:	In order to comply with State requirements, staff will present on a quarterly basis any updates to the Urban Redevelopment Plan. No action needs to be taken by the City Council.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	



City of Cartersville

PLANNING AND DEVELOPMENT

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 Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

Urban Redevelopment Plan Quarterly Report October 2012

Cartersville staff, by working with residents, nonprofits, and others, is moving forward on redevelopment activities based on the Urban Redevelopment Plan adopted by Mayor Santini and the Council in 2010.

In 2011, the City received almost \$200,000 in grants for improvement projects for owner-occupied homes in North Towne - specifically, homes adjacent to Gilmer St, Mary St, and MLK Jr Dr. Renovations on approximately seven houses, such as roof and window repair, will be occur once Georgia Department of Community Affairs (DCA) staff give local approval for work to begin.

The City previously received CDBG Disaster Recovery Supplemental funds for almost \$750,000. Single-family homes are being built in the North Towne and adjacent areas in partnership with Habitat for Humanity and the Etowah Housing Authority. The newest houses are the following:

- 145 Douglas St completed mid-2012
- 105 MLK Jr Dr completed mid-2012
- 23 Fairview St new house construction ongoing
- 22 MLK Jr Dr – new house to be built late 2012
- 24 MLK Jr Dr – new house to be built early 2013

Cartersville served as the host city for the Georgia Initiative for Community Housing (GICH) conference in September at the Clarence Brown Conference Center. The conference, in which approximately 130 people participated, consisted of training sessions, a mobile tour, reception, awards luncheon, and a time for community representatives to report on their revitalization projects. Cartersville was well-represented at the conference – staff helped conference organizers at all stages of the planning process; sponsors provided various services for the conference; and attendees were welcomed by an elected official.

Cartersville School System Superintendent Dr. Howard Hinesley and his staff provided buses and drivers for the mobile tour. During the tour, participants stopped in the North Towne revitalization area, and City Planner Richard Osborne gave them an overview of City-wide redevelopment activities. Buses also stopped at the new Public Safety headquarters – Police Chief Tommy Culpepper and architect Jim Croft described the design elements of the building and the operations that will occur there.

Local sponsors for the conference were Belk, Cartersville-Bartow Convention & Visitors Bureau, Cartersville-Bartow Economic Development, Haigler Systems Architecture, Jenkins & Bowen PC, Longhorn Steakhouse, Northwest Georgia Regional Commission, Shaw Floors, and Southland Engineering.

Dianne Tate was particularly recognized during the conference. Before she welcomed the attendees, GICH officials gave Mrs. Tate a special note of appreciation for serving on Cartersville's community housing team from 2004 to 2007 and for promoting revitalization activities both before and since that time.



City of Cartersville

**City Council Meeting
10/4/2012 7:00:00 PM
Downtown Development Authority Board**

SubCategory:	Appointments
Department Name:	Downtown Development Authority
Department Summary Recommendation:	The board of directors of Cartersville Downtown Development Authority requests the appointment of Earline Burke to the board, who will take the vacancy left when Billy Archer resigned at the September board meeting. If appointed Ms. Burke's term expiration would be 2/18/14. A Cartersville native since July 2000, Burke is a CPA and has participated in all aspects of financing, budgeting and financial reporting. She aims to bring her experience in business, government and community to the board of directors, and ultimately help give back to the community. We ask for your support of the board's recommendation for appointment to the Cartersville Downtown Development Authority board of directors. <i>Tara</i> Tara Currier, Manager CartersvilleDowntown Development Authority
City Manager's Remarks:	The DDA Board met with the potential candidate and approved her nomination. I recommend approval of Earline Burke to serve on the DDA board.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A

Name Burke, Earline
(last) (first) (middle initial)

Address 114 Walnut Drive Cartersville, GA 30120
(street)

Email Address eburke48@comcast.net

Home Phone 770-607-7112 Cell Phone 770-367-4980

City Resident Yes X No Ward 1 2 3 4 5
(if applicable)

I have 43 years of experience in business, government and community organizations. As a CPA, I have participated in all aspects of financing, budgeting and financial reporting. As a small business owner, I experienced personally the challenges of building and growing a successful business. Having worked for Internal Revenue for 14 years, I am comfortable working with government regulations and procedures to accomplish joint goals. As CFO of Georgia Museums, I know the value of a vibrant downtown.

Billy Archer 678-767-2504

CathyLee Eckert 404-386-5625

Matt Santini 678-878-1229

Board/Commission applying for: Downtown Development Authority

Reason interested in position (please explain in space provided)

I have lived in Cartersville since July 2000. Just in this relatively short time I have seen significant growth and change in the downtown area while it still maintains that hometown feel. I feel that I have contributed to that in a small way through local civic organizations. Now that I am quasi retiring, I would like to use my time, experience and talents to give back to the community in a more proactive manner.

Applicant Signature

Date: _____

Thank you for your interest in serving our community



City of Cartersville

City Council Meeting

10/4/2012 7:00:00 PM

Martin Luther King Jr Drive Sewer Replacement - TJ Lyle & Co.

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: September 26, 2012 SUBJECT: Final Adjustment Change Order Martin Luther King Jr Drive Sewer Replacement The existing water main serving Ford Street had a one way feed and did not provide adequate fire protection. This line was not connected to the water main on Martin Luther King Jr Drive when it was installed. The department received bids for constructing this connection from two contractors working on pipeline projects in this intersection. • T.J. Lyle & Co. Inc. \$8,590.41 • C & L Contractors \$9,250.00 Connection of this water main in conjunction with ongoing construction allowed the work to be performed without removing and replacing pavement in the intersection twice. Construction of this water main tie-in has greatly improved fire flows and water quality. The Water Department recommends approval of this increase of \$8,590.41 Change Order from TJ Lyle & Co., Inc to the original contract of \$35,664.80 for construction of the Martin Luther King Jr Sewer Replacement. The final adjusted contract amount is \$44,255.21. This work will be paid for from the budget item for maintenance to water mains.
City Manager's Remarks:	I approve of this additional work.
Financial/Budget Certification:	This work will be paid for with the budget from the budget item for maintenance to water mains.
Legal:	
Associated Information:	E-Verify and SAVE documentation was submitted with the bid and is on hand.



City of Cartersville

City Council Meeting

10/4/2012 7:00:00 PM

South Erwin Street 12-Inch Water Main Replacement - TJ Lyle

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: September 24, 2012 SUBJECT: Final Adjustment Change Order South Erwin Street 12-Inch Water Main Replacement The Council approved the South Erwin Street 12-Inch Water Main Replacement project contract with T.J. Lyle & Co. Inc for an amount of \$514,840.85. Additional piping and connections installed resulted in a \$60,645.63 increase to the originally approved contract. The Final Adjusted contract amount for this project is \$575,486.48 with this increase. The Water Department recommends approval of the Final Adjustment Change Order in the amount of \$60,645.63. This work will be paid for with Capacity Fees. E-Verify and SAVE documentation was submitted with the bid and is on hand. Council Approved Date:
City Manager's Remarks:	I approve of this change order to T.J. Lyle.
Financial/Budget Certification:	This work will be paid for with Capacity Fees.
Legal:	
Associated Information:	E-Verify and SAVE documentation was submitted with the bid and is on hand.



City of Cartersville

City Council Meeting
10/4/2012 7:00:00 PM
Grit Collector Project

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 9-26-12 Subject: Change Order on Grit Collector Project Council Approval: The work on the #2 Grit Collector is nearing completion. After doing demo on the old unit we found the concrete imbedded rail on the bottom was worn out. We also found the enclosed shoot for the chain was totally rusted out. These items had to be changed to put the unit back in service. This work being done by A&D Contracting (Felton Rd., Cartersville) added \$13,050.41 to the project which increased it to \$64,315.48. I recommend approval of this change. All E-verify and SAVE information is on file for this project.
City Manager's Remarks:	I recommend approval of this additional cost to the project to put this grit collector back in service.
Financial/Budget Certification:	
Legal:	
Associated Information:	All E-verify and SAVE information is on file for this project.



City of Cartersville

City Council Meeting

10/4/2012 7:00:00 PM

Fee Amendment for South Erwin Street 12-Inch Water Main Replacement - Jacob Engineering

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: September 24, 2012 SUBJECT: South Erwin Street 12-Inch Water Main Replacement Fee Amendment for Engineering Services Construction of the South Erwin Street 12-Inch Water Main Replacement project is completed. During construction several unforeseen conditions were encountered calling for additional engineering services and contract duration. Jacobs Engineering has requested an additional \$2,200 for the increased scope of services, contract duration and associated meetings. This expense will be paid for with Capacity Fees.
City Manager's Remarks:	After work began on this project, additional engineering services were encountered, so I approve of the additional services with Jacobs Engineering.
Financial/Budget Certification:	This expense will be paid for with Capacity Fees.
Legal:	
Associated Information:	E-Verify and SAVE documentation was submitted with the bid and is on hand.



City of Cartersville

City Council Meeting

10/4/2012 7:00:00 PM

Tennessee Street Water Main Replacement - Prime Engineering

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: September 11, 2012 SUBJECT: Proposal for Engineering Services for Tennessee Street Water Main Replacement The system of water mains serving the Tennessee Street corridor is in need of replacement. Funding for this project was included in the Water Department's recent bond issue. This project will involve design of up to 6,000 feet of 12-inch diameter mains and 6,000 feet of 8-inch diameter mains. The Water Department has completed an evaluation of engineering firms for the design, bidding, construction services and inspection of this project. Four firms were selected to participate in a request for proposal process. In addition to submitting documentation of experience with previous engineering projects of similar scope, a stipulation of using a local survey firm for design surveys and easement plats was included. Based on a selection process with evaluating the proposed technical approach, project team, qualifications, experience and price, the Water Department has selected Prime Engineering to provide the engineering services for the Tennessee Street Water Main Replacement Project. The proposal from Prime Engineering is for an amount not to exceed \$280,708.18 for design engineering, permitting, surveys, construction management and inspection. This amount also includes allowances for geotechnical, underground locating, and easement plats. This price is considered reasonable given the scope of the project. The cost is to be paid from the budget for capital improvements with bond issue funds. I recommend approval of this contract.
City Manager's Remarks:	This is a major project that will replace existing water service mains on Tennessee Street and I recommend approval.
Financial/Budget Certification:	The cost is to be paid from the budget for capital improvements with bond issue funds.

Cover Memo

Item # 11

Legal:	
Associated Information:	E-Verify and SAVE documentation was submitted with the proposal and is on hand.



City of Cartersville

City Council Meeting

10/4/2012 7:00:00 PM

West Avenue Water Main Replacement - Southland Engineering

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: September 11, 2012 SUBJECT: Proposal for Engineering Services for West Avenue Water Main Replacement The Water Department has requested Southland Engineering to provide a proposal for Engineering Services for design, permitting and contract administration for the West Avenue Water Main Replacement Project. This project will involve the installation of approximately 3,200 of existing water mains along West Avenue between Plymouth Drive and Lee Street. Southland will be designing this water main replacement project in conjunction with a sidewalk project they are currently designing for the Public Works Department. Bidding the sidewalk and water main project together will allow for the water main to be constructed without sidewalk removal and replacement costs and will provide a fifty per cent savings. The existing water lines are in need of replacement. The proposal from Southland Engineering is for an amount of \$19,550.00 which includes an allowance for easement plat preparation. This price is considered reasonable given the scope of the project. The cost is to be paid from the budget for capital improvements with bond issue funds. I recommend approval of this contract. E-Verify and SAVE Documentation was submitted with the proposal and is on hand. Council Approval Date: _____
City Manager's Remarks:	I recommend approval of the engineering services work with Southland Engineering.
Financial/Budget Certification:	The cost is to be paid from the budget for capital improvements with bond issue funds.

Cover Memo

Item # 11

Legal:	
Associated Information:	E-Verify and SAVE Documentation was submitted with the proposal and is on hand.



City of Cartersville

City Council Meeting
10/4/2012 7:00:00 PM
Truck Bed For Water Department

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 9-24-12 Subject: Purchase Truck Bed Council Approved: Bids were accepted for a dump bed for a new truck purchased by the Water Dept. Bids were as follows: • Womack Truck Body \$9,600.00 • Smyrna Truck and Cargo \$11,275.00 • Ingram Truck and Body \$10,695.00 I recommend approval of purchase from Womack Truck Body for \$9,600.00. This is will be purchased from budget. All E-verify and Save information is in hand.
City Manager's Remarks:	I recommend approval of this purchase.
Financial/Budget Certification:	This is will be purchased from budget.
Legal:	
Associated Information:	All E-verify and SAVE information is in hand.



City of Cartersville

City Council Meeting

10/4/2012 7:00:00 PM

Wansley Drive Box Culvert Installation - C.H. Kirkpatrick

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	The Public Works Department solicited bids for the installation of the Wansley Drive box culvert from three contractors, two of which are local. Bid quotations for labor are as follows: • Bartow Paving Co. bid \$112,697.50 • Johnny's Grading and Hauling bid \$106,836.20 • C.H. Kirkpatrick bid \$89,933.63. We recommend the low bid from the local contractor which is C.H. Kirkpatrick in the amount of \$89,933.63.
City Manager's Remarks:	I recommend of approval of this bid award.
Financial/Budget Certification:	This project is budgeted and is within budget
Legal:	
Associated Information:	Everify and SAVE documentation is on file for this contractor.



City of Cartersville

City Council Meeting
10/4/2012 7:00:00 PM
WaterFirst Community Program Application

SubCategory:	Other
Department Name:	Public Works
Department Summary Recommendation:	We would like approval to apply for the Department of Community Affairs WaterFirst Community Designation. If we apply we would be seeking to qualify for designation and recognition as WaterFirst, There are seven major components of the WaterFirst Program, and the extent to which the participants will need to address each will be dependent on the size of the community and the water-related services that it provides. The components are: • Watershed Assessment; • Affairs Master Planning; • Water Supply Planning; • Water Supply Protection; • Water Conservation; • Wastewater Treatment Systems and Management; and • Water Reclamation and Reuse How does a community benefit from participating? · • A community will receive resources and tools to meet their water resource goals. • A community will receive state-wide recognition for being environmental stewards • A community will receive a reduction on GEFA loan interest rated for state revolving loans • A community is eligible to apply for Community Block Development Grants annually for water related projects. • A community will receive priority for 319 Grant funding This designation would benefit our Water and Sewer Department. We recommend that the Mayor be given permission to sign this DCA WaterFirst application so we can pursue this designation.
City Manager's Remarks:	This is a voluntary program but shows that our city exemplifies good stewards of our water resources and I recommend approval Cover Memo Item # 15

Financial/Budget Certification:	No cost besides the time to fill out application.
Legal:	
Associated Information:	



Georgia Department of Community Affairs WaterFirst Community Program Application

The WaterFirst Community Program is a voluntary partnership between local governments, state agencies, and other organizations working together to increase the quality of life in communities through the wise management and protection of our valuable water resources. This proactive approach to water resources requires local governments to make the connection between land use and water quality, and requires thinking beyond political boundaries to recognize the inextricable links created by shared water resources. The intended result of the program is the achievement of excellence beyond the current water regulations in seven major categories:

- Watershed Assessment;
- Stormwater Master Planning;
- Wastewater Treatment and Management;
- Water Supply Planning;
- Water Supply Protection;
- Water Conservation; and
- Water Reclamation and Reuse.

Communities meeting goals set forth by the WaterFirst program will be recognized statewide as a WaterFirst Community, having demonstrated a strong commitment to water resource stewardship, and become eligible for financial and other benefits. Becoming a WaterFirst community demonstrates the desire to be responsible stewards of water resources for both environmental and economic benefits today and in the future.

Technical assistance and special workshops for WaterFirst program participants will be provided by the Department of Community Affairs' Office of Environmental Management and recognized water experts around the state. Because of the hands on nature of the program, only a limited number of communities can be accepted into each WaterFirst "class." However, communities who are not official program participants are encouraged to work towards WaterFirst designation independently.

Contact Information

If you have questions regarding this application or the WaterFirst Program, please contact Deatre Denion at deatre.denion@dca.ga.gov or by telephone at (912) 704-4136.

WaterFirst Community Program Process

WaterFirst is a three-part program. The first step is to decide to pursue environmental excellence as a WaterFirst Community. Since environmental and economic conditions differ from one region to the next, those actions necessary to achieve WaterFirst designation will likewise differ. Communities in the WaterFirst class will, in consultation with the WaterFirst staff, determine a strategy to achieve a set of program goals.

The second step is to achieve and maintain environmental excellence beyond the minimum requirements of the law through the goals set forth in step one. Formal recognition as a WaterFirst Community will be made after the community's goals are reached. A presentation by the community seeking designation will be given to a WaterFirst Review Committee to determine if a community's goals have been met.

The third step is to continue to move beyond environmental compliance and set additional goals to maintain environmental excellence with programs and program updates. WaterFirst staff will be available to work with the members of the WaterFirst class as needed. Site visits to participating communities will be scheduled periodically. Technical assistance and other support can be requested at anytime while the community is working towards designation.

Eligibility Requirements

In order to be eligible to participate in the WaterFirst Program, a city or county must submit an application to DCA, and the community must be a Qualified Local Government. That is, the community must be in compliance with DCA minimum standards under the Georgia Planning Act and with Service Delivery.

In order to be designated a WaterFirst Community, a city or county must have achieved excellence as recommended by the WaterFirst Review Committee, and determined by the Commissioner of the Department of Community Affairs, in seven areas: Watershed Assessment; Stormwater Master Planning; Wastewater Treatment and Management; Water Supply Planning; Water Supply Protection; Water Conservation; and Water Reclamation and Reuse. Applicants will be assessed based upon the water related programs they offer or need to offer in their community.

Coastal Communities in the 24-county Coastal District must have management measures in place that are consistent with the 52 required management measures of the Coastal Nonpoint Source Management Program. To be considered for designation all communities must have an active Stormwater Management Program such as a MS4 Phase I or II Program or an equivalent program based upon their community size. In addition, applicants should have an established inspection and maintenance ordinance program for On-Site Disposal Systems (Septic Systems).

Application Deadline

Applications must be in the DCA Office by **October 15, 2012** to be considered. Partial or late applications will not be considered.

Please submit **ONE original and Four additional copies** of the application to:
Georgia Department of Community Affairs
WaterFirst Program - Office of Planning and Environmental Management
60 Executive Park South, NE
Atlanta, GA 30329

Selection Process for WaterFirst Class

A review committee consisting of several members each from the Department of Community Affairs and the WaterFirst Steering Committee will forward recommendations to the Director of the Office of Environmental Management. The Commissioner of DCA will have final approval. A limited number of participants will be selected each year. Recognizing that our water resources do not follow political boundaries, cities and counties are encouraged to submit joint applications and work together to achieve WaterFirst designation. Selection criteria will be based on numerous factors, including but not limited to, geographic diversity, city/county population range, and institutional capacity.

Program Services

Initial Visit for WaterFirst Class

Once selected to participate in the WaterFirst class, WaterFirst staff will arrange a time to meet with community officials to outline program goals and set a timeline by which achievements will be met. A review of needed financial resources, current water services provided and proposals for community education and outreach initiatives will also be reviewed. Communities are expected to be proactive, knowing what they would like to achieve through the WaterFirst Program. A date for a presentation to the community will also be set at this time to explain the WaterFirst Program and build support for the community's efforts.

On-Site Visits for Class Participants

Visits by WaterFirst staff will be scheduled periodically to review progress and to provide assistance. The WaterFirst Review Committee will convene in the community once goals for designation are met. This will afford the community an opportunity to showcase facilities or other improvement projects resulting from their program participation.

Technical Assistance

The WaterFirst Program brings with it the knowledge and assistance of many of the leading water experts from across the state. Helping communities get the assistance they need to improve their management and protection of water resources is the program's highest priority. Innovative design assistance, water conservation workshops, and educational resources are a few examples of what the WaterFirst Program can provide.

Peer to Peer Exchange

DCA will maintain a database of participants so that communities addressing similar water challenges can learn from one another. WaterFirst does not intend to reinvent the wheel, but rather bring together available resources to ease the burden on individual communities. Exchanging ideas and information across the state to benefit our water resources and our communities is another top priority of the program.

Case Studies

As communities achieve WaterFirst designation, their experiences, both successes and failures, will become part of a database of case studies maintained by DCA that can be used to inform future participants. These case studies will form an invaluable collection of "lessons learned" from across the state.

WaterFirst Benefits

After achieving designation as a WaterFirst Community, road signs and a certificate recognizing the accomplishment will be presented to the designee. The community will also become eligible for other benefits, including reduced GEFA interest rates on state backed loans for water related projects.

Responsibilities of the Participants

The first and most important responsibility of communities participating in the WaterFirst Program is a solid commitment to improving the management and protection of our shared water resources. Communities will be expected to work towards their set goals in a timely manner and be proactive in solving problems and addressing the needs of the community. However, both the goals and the timeline for achievement should be realistic.

WaterFirst participants are expected to educate their constituents about the program and how it will benefit their community. Each program component provides for various education and outreach initiatives, and communities are expected to share with residents the importance of sound water management and resource protection. As well, citizen input should be encouraged as communities seek ways to address various water issues.

WaterFirst class participants, as well as those communities working independently towards designation, should keep careful track of their progress as this information will be presented to the Review Committee for WaterFirst Community designation. Updates to WaterFirst staff from class members should highlight actions taken and improvements made as well as challenges that the community has discovered. These updates should be submitted to DCA based upon a mutually agreed upon timetable during the initial visit.

Once a community has been designated WaterFirst, DCA expects that the high achievements will be maintained. Periodic updates will be requested, and if it is determined that the community no longer meets the requirements, then WaterFirst designation and the benefits that it brings with it will be lost. After five years, the community will be required to renew their designation.

To apply, please fill out and return the application on the following pages and the checklist that has been included. Partial or incomplete applications will not be accepted.

I. Applicant Information

Please check one: Individual City or County or Multi-Jurisdictional Partnership

City/County of: _____

Address: _____

City: _____ Zip Code: _____

Phone: () _____ Fax: () _____

E-mail: _____

Name of Person Completing Application: _____

Title: _____

Address: _____

City: _____ Zip Code: _____

Phone: () _____ Fax: () _____

E-mail: _____

II. Community Profile

(If applying as a partnership, please answer the following questions for each partner, separate pages may be added.)

Are you currently a Qualified Local Government?

What water services are provided by your local government? Does your service area extend beyond your jurisdiction?

How many residents does each service support?

What percent of residents currently use private wells? Septic systems?

Is surface or groundwater the primary water source for your community?

Please list your community's current water-related EPD permits.

Please list any EPD water permit violations that have occurred in the past 12 months.

Have you received any awards for outstanding water services?

Is your community on EPA's Significant Non-Compliance list?

II. Community Profile (Continued)

Is your community properly managing the finances of its water system by ensuring customers pay a fair amount for water usage (at least 1.25% of the median household income)?

Are all users of the system metered?

Are you involved in, or considering, any regional water projects?

Does the financial capacity analysis of the community indicate a coverage ratio of at least 125%?

Does the community's financial reporting meet the highest standards of the Government Finance Officers Association?

III. Program Proposal

Why does your community want to participate in the WaterFirst Program?

What major goals would you like to achieve in regards to water resource stewardship?

Who will be designated within the local government(s) to oversee the WaterFirst Program? (Please include contact information.)

Which of the components of the WaterFirst Program do you feel your community has already addressed? **(Please use attached checklist and mark appropriately. Note that "Not Applicable" refers only to services not offered and determined not necessary in your community, not to issues that have not been addressed.)**

Please attach a map indicating the geographic area to be included in this WaterFirst application.

I understand that the WaterFirst Community Program is a voluntary effort to improve the management and protection of our water resources beyond the requirements of the law. I also understand that if selected to participate, and then awarded the WaterFirst designation, that designation can be lost if the community fails to maintain the achievements for which the award was given, and all benefits that the designation brings with it will also be forfeited.

I certify to the best of my knowledge that the information in this application is true and correct.

Print name of Chief Elected Official _____

Signature of Chief Elected Official _____

Date ____/____/____



City of Cartersville

City Council Meeting
10/4/2012 7:00:00 PM
Value Engineering Study Douthit Ferry Road

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	This Value Engineering Study is required by GDOT for projects over \$10 million. This study is a project review to look for opportunities for adding project value and saving project costs. The deliverable will be a VE report summarizing the process and detailing the activities and recommendations submitted to GDOT for approval. AMEC was selected by GDOT's procurement process for this project, the contract is \$49,639.69. Public Works recommends approval of this contract.
City Manager's Remarks:	The State requires a value engineering study be done on the Douthit Ferry Road Project because it exceeds their minimum thresholds. This study needs to be done if we have any intention on moving forward with this project.
Financial/Budget Certification:	This will be paid using 2003 SPLOST funds.
Legal:	City Attorney has reviewed documents and changes made per his suggestions.
Associated Information:	Everify and benefit affidavit are in hand.



19 July, 2012

Attn: Tommy Sanders, PE
City Engineer

City of Cartersville
Public Works
330 South Erwin Street
Cartersville, GA 30120

Subject: Value Engineering Services
PI No. 0007494; Cartersville; Bartow County

Dear Mr. Sanders,

AMEC is pleased to provide our proposal to perform Value Engineering (VE) services for the above referenced project. Our scope of services will be in conformance with the attached Task Order information. We propose to complete the work for a firm fixed price of \$49,639.69. Also included are 2 copies of our Professional Services Agreement for your execution. Please sign and return both copies to our office and we will furnish a fully executed copy for your record.

Value Engineering (VE) is a project improvement process that is required in Georgia for transportation projects over \$10 million. The VE study itself is a 3 ½ day project review following the S.A.V.E. International approved methodology as outlined in the task order, to recommend opportunities for adding project value and saving construction costs. The deliverable to the City will be a VE Report, summarizing the process and detailing our activities and recommendations. The implementation phase is coordinated with GDOT and your design team after the report is submitted. City representatives are encouraged to attend and participate in the kick-off meeting and presentation on Monday and Thursday mornings respectively.

We look forward to providing the outlined services and trust everything is complete. If you have any questions, contact me at 770-421-3346.

Sincerely,
AMEC Environment & Infrastructure, Inc

A handwritten signature in blue ink, appearing to read "G. Obaranec".

George A. Obaranec, PE, CVS
Project Manager

A handwritten signature in blue ink, appearing to read "D. Wohlscheid".

David Wohlscheid, PE, CVS
Project Principal

AMEC Environment & Infrastructure, Inc
3200 Town Point Drive, NW
Suite 100
Kennesaw, GA 30144
Tel 770-421-3400
Fax 770-421-3486

Item # 16



SERVICES AGREEMENT Fixed-Price

THIS AGREEMENT (hereinafter referred to as the "Agreement"), effective this ___ day of _____, 2012, is made by and between AMEC Environment & Infrastructure, Inc. (AMEC), a Nevada corporation, with an address at 1075 Big Shanty Road, Suite 100, Kennesaw, GA 30144 (hereinafter referred to as "AMEC") and the City of Cartersville, a government entity, with an address at 330 South Erwin Street, Cartersville, GA 30120, (hereinafter referred to as "CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SERVICES: AMEC will perform for CLIENT services (hereinafter referred to as "Services") as described in Exhibit 1, Proposal and Task Order dated 5 June, 2012, which is attached to and made a part of this Agreement.

2. COMPENSATION: AMEC will be compensated for its Services on a fixed-price basis in the amount set forth in Exhibit 1, Proposal. In addition to the amount shown in Exhibit 1, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorney's fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to AMEC at:

Remittance Address:

AMEC Environment & Infrastructure, Inc.
24376 Network Place
Chicago, IL 60673-1376

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by AMEC.

Upon CLIENT's failure to make payment in accordance with the terms hereof, AMEC may suspend performance of Services under this Agreement until AMEC has been paid in full for all balances past due including applicable service charges.

3. STANDARD OF CARE: AMEC will strive to perform Services in a manner consistent with that level of care and skill ordinarily exercised by other members of AMEC's profession currently practicing in the same locality under similar conditions.

NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

4. INDEPENDENT CONTRACTOR: AMEC shall be fully independent and shall not act as an agent or employee of CLIENT. AMEC shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

5. INSURANCE: AMEC currently carries Worker's Compensation Insurance as required by applicable law and Commercial General Liability and Automobile Liability Insurance for bodily injury and property damages.

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Further, if AMEC believes any subsurface or physical condition at or contiguous to the site is of an unusual nature and differs materially from conditions generally encountered or generally recognized as inherent in the character of Services provided in this Agreement, a change exists. If any such change causes an increase or decrease in AMEC's cost of, or the time required for, the performance of any part of the Services, a mutually acceptable equitable adjustment shall be made to the price and performance schedule of this Agreement.

7. FORCE MAJEURE: Should performance of Services by AMEC be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by AMEC; fires; floods; labor disturbances; and unusually severe weather. AMEC will be granted a time extension and the parties will negotiate an equitable adjustment to the price of this Agreement, where appropriate, based upon the effect of the Force Majeure on performance by AMEC.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to AMEC by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that AMEC may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by AMEC under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with AMEC. CLIENT's right of use of instruments of service, if any, is limited to that use specified in Exhibit 1. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide AMEC all available material, data, and information pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site; (ii) convey and discuss such materials, data, and information with AMEC; and (iii) ensure cooperation of CLIENT's employees.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless AMEC from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by AMEC for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for AMEC' site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) approve all locations for digging and drilling operations; and (v) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has title, free of any claim or encumbrance by others, to the materials and sites with respect to which CLIENT may request Services. Title and risk of loss with respect to all materials shall remain with CLIENT, who shall be considered the generator of such materials, and CLIENT shall execute all manifests as the generator of such materials. CLIENT, as generator, shall be liable for the arrangement, transportation, treatment, and/or disposal of all material at any site at which Services are requested.

12. LIMITATION OF LIABILITY: As part of the consideration AMEC requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against AMEC by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against AMEC or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of AMEC's standard of care hereunder shall be to require AMEC to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to AMEC for the Services or \$50,000, whichever is less. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

AMEC and CLIENT shall not be responsible to each other for any special, incidental, indirect, or consequential damages (including lost profits) incurred by either AMEC or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

13. ASSIGNMENT AND SUBCONTRACTING: This Agreement does not create any right or benefit in anyone other than CLIENT and AMEC and shall not be assigned by either party without the prior written approval of the other party. AMEC may, however, subcontract portions of the Services to a qualified subcontractor without prior approval of CLIENT.

14. PROBABLE COST: AMEC does not guarantee the accuracy of probable costs for engineering services. Such probable costs represent only AMEC judgment as a professional and, if furnished, only for CLIENT's general guidance.

15. TERMINATION: AMEC may terminate this Agreement if CLIENT becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors. Either party may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the other party. CLIENT shall compensate AMEC for all Services performed hereunder through the date of termination and all-reasonable costs and expenses incurred by AMEC in effecting the termination, including non-cancelable commitments and demobilization costs.

16. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, AMEC and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of AMEC and CLIENT. If such negotiations are unsuccessful, AMEC and CLIENT agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute can not be settled through arbitration, AMEC and CLIENT agree to attempt to settle the dispute through good faith mediation. If the dispute can not be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the AMEC office entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement.

The non-prevailing party in any litigation shall reimburse the prevailing party for the prevailing party's documented legal costs (including reasonable attorneys' fees), in addition to whatever other judgment or settlement sums may be due.

17. WAIVER OF TERMS AND CONDITIONS: The failure of either AMEC or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by AMEC or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18. SEVERABILITY: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

19. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the state of Georgia and include compliance with the State's Open Records Act and Immigration Reform Compliance Requirements. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with the Georgia Security and Immigration Compliance Act of 2007 and Georgia Code §13-10-91 and §50-36-1.

20. NONDISCRIMINATION AND AFFIRMATIVE ACTION: AMEC agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, AMEC agrees that its facilities are not segregated.

21. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of AMEC and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by AMEC and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purchases and in no event shall AMEC be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by AMEC. Client shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure AMEC services, but CLIENT's failure to do so shall not operate to modify this Agreement.

In witness whereof, CLIENT and AMEC have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

By: _____

Name: _____

Title: _____

AMEC Environment & Infrastructure, Inc.

By: _____

Name: _____

Title: _____

ATTACHMENT: Exhibit 1, Proposal and Task Order

US-2 Rev.10/11

Contract ID: Local
Office: Engineering Services



EXHIBIT 1

Total Amount: \$49,639.69

Task Order Funding Project Information:

PI#: 0007494

County: Bartow

TPO Description: 2.43 Miles of CR 343/Douthit Ferry Rd. from Old Alabama Rd. to SR 61/SR 113

The above referenced contract is made and entered into by the City of Cartersville

AND

AMEC Environment & Infrastructure Inc.

hereinafter referred to as the Consultant.

This task order is made a part of the Professional Services Agreement managed by the Department and the Consultant.

I. DEPARTMENT AND CONSULTANT CONTACT INFORMATION:

The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Department's VE Manager:

Office of Engineering Services
One Georgia Center
Attn: Matt Sanders, AVS
600 West Peachtree St. NW 5th Floor
Atlanta, GA 30308
Telephone #: 404-631-1752
Fax #: 404-631-1956
E-Mail: msanders@dot.ga.gov

Consultant Project Manager:

AMEC Environment & Infrastructure, Inc.
Attn: George Obaranec, PE, CVS
3200 Town Point Drive, N.W.
Suite 100
Kennesaw, Georgia 30144
Telephone #: 770-421-3346
Fax #: 770-421-3486
E-Mail: george.obaranec@amec.com

City of Cartersville Representative:

Public Works
Attn: Tommy Sanders, PE, City Engineer
330 South Erwin Street
Cartersville, GA 30120
Telephone #: 770-387-5602
E-Mail: tsanders@cityofcartersville.org

II. Task Order Description:

The purpose of this task order consists of developing a Value Engineering Job Plan, planning and organizing a Value Engineering Team, and leading the Value Engineering Team in the completion of a Value Engineering Study on a selected highway project statewide.

A. DEVELOPMENT OF VALUE ENGINEERING JOB PLAN

The Consultant shall develop a Value Engineering Job Plan that will provide an independent, rational approach to the identification and recommendation of alternates. This Job Plan shall include but not be limited to the following phases:

1. Investigation.
2. Analysis.
3. Speculation.
4. Evaluation.
5. Development.
6. Recommendation.
7. Presentation.

The Consultant shall use the Value Engineering Job Plan during the Value Engineering Study and shall plan specific steps within each phase to ensure that the goals of the Value Engineering Study are accomplished.

The Consultant shall assist in the organization of a Value Engineering Team (comprised of any combination of Consultant personnel, Department personnel, or FHWA personnel) for the Value Engineering Study. The decision on whether or not Department or FHWA personnel will be used will be determined by the Department prior to the Value Engineering Study date.

The Consultant shall be available to conduct the Value Engineering Study.

B. PHASES OF WORK

The Consultant shall be responsible for three phases of work associated with the Value Engineering Study. These are:

1. PHASE I - PRE-STUDY ACTIVITIES

During this phase the Consultant shall identify all information including but not limited to plans, specifications, reports, or other information required to perform an effective Value Engineering Study for this project. The Consultant shall coordinate with the Department to make provisions for sufficient facilities for Team meetings and other activities associated with conducting the Value Engineering Study. Department facilities will be used if available.

2. PHASE II - CONDUCT VALUE ENGINEERING STUDY

The Consultant shall follow the methodology outlined in the Value Engineering Job Plan for this Value Engineering Study and shall follow the SAVE approved format. The Consultant shall furnish **all** materials needed to perform the study including stationery, easels, flip charts, markers, pens, paper, internet access, copier, printer, any and all items required as appropriate.

3. PHASE III - POST STUDY ACTIVITIES

The Consultant, as requested, shall make a formal presentation to Department management for this Value Engineering Study. The format of this presentation should include recommendations of the Value Engineering Team to be considered by Department management. These recommendations shall be supported with sufficient detail, including drawings and calculations, to allow a prudent decision of implementation by the Department. The Final Value Engineering Study Report shall accurately summarize the recommendations developed during the Value Engineering Study and shall include information from the Investigation, Speculation, Evaluation and Development Phases of the Value Engineering Study. The Final Value Engineering Study Report shall include drawings, calculations, and cost savings for each of the recommendations that were outlined during the presentation.

Item # 16

Contract ID: Local
Office: Engineering Services

III. Scope of Services:

The Consultant shall provide the following (4) person team: a **Team Leader (CVS)**, a **Roadway Design Team Member**, a **Structural Team Member** and a **Construction Team Member** for this Value Engineering Study. The Consultant will lead a Value Engineering Team in the completion of a Value Engineering Study in accordance with the requirements stated in this contract.

IV. Available Information:

The Department shall provide the following: items appropriate for the performance of the required Consultant Services; however, if the Department is not able to provide any item, for whatever reason, the Consultant shall provide the services as stated herein within the time frame established regardless of the availability of such information and it is understood that the Consultant is not relieved of its liability to complete the Project Task Order.

- A. Project Concept, including the estimated total cost of each project.
- B. Traffic information that was utilized in the Conceptual design decisions.
- C. Aerial photo coverage of the project depicting corridors or interchange layouts for each project.
- D. Information on current right of way values consisting of such items as square foot or square meter market values for areas which are affected by each project.
- E. Estimated right of way costs for each project based on actual real estate values in the area including relocation costs.
- F. Traffic Operations analysis for each project.
- G. Preliminary Construction Plans to the extent as will be available at the time of the Value Engineering Study, or other Plans, as appropriate.
- H. Meeting Facilities, if available.

V. Deliverables:

The Consultant shall provide two (2) "hard" copies and one (1) CD containing the complete Value Engineering Study Report in PDF format no later than (8) working days after the last day of the VE Study (**before November 14, 2012**) as specified by the Project Manager:

VI. Work Schedule:

The Consultant must complete all work between the date of the notice to proceed and the completion date specified. In no instance shall any work be authorized beyond the completion date specified unless specifically authorized in writing as evidenced by a task order time extension letter.

All work under this Task Order will be completed as follows: The VE Study will be held **October 29 – November 1, 2012** in the Engineering Services Conference Room (5CR1L2) on the 5th floor of the GDOT General Office Facility located at 600 West Peachtree Street NW, Atlanta GA 30308. The project overview will be held at 9:00 AM on the first day of the VE Study, and the presentation of recommendations will be held at 9:00 AM on the last day.

VII. Compensation Summary:

A: Maximum Allowable Compensation: **\$ 49,639.69**

B: Cost Basis: ☐ Cost Plus Fixed Fee ☒ Firm Fixed Price

VIII. Attachment Listing:

AMEC Services Agreement



City of Cartersville

City Council Meeting
10/4/2012 7:00:00 PM
Georgia Power for Utility Line Relocation

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The city electric department is currently installing their electric lines underground and has run into a conflict with an existing Georgia Power line that is already underground. Due to this conflict we have received a not to exceed price from Georgia Power to move their line. The not to exceed amount is \$14,376. I recommend approval of this additional work.
City Manager's Remarks:	I approve of this agreement with Georgia Power for the Main Street Gateway Project.
Financial/Budget Certification:	Funded through 2003 SPLOST.
Legal:	Agreement has been reviewed and approved.
Associated Information:	E-verify and SAVE documents are on file.



September 13, 2012

Tommy Sanders
City Engineer
City of Cartersville
330 South Erwin Street
Cartersville, GA 30120

Re: PI# L3604 - Main St / Cartersville from Church St to I-75

Dear Mr. Sanders:

Attached are two (2) copies of the New Relocation Agreement between Georgia Power Company and City of Cartersville for the above referenced project.

Please sign and return both copies to the address below:

Georgia Power Company
Attn: Rachel Bailey
829 Jefferson Street
BIN 39066
Atlanta, GA 30318

After they have been executed by Georgia Power Company we will mail you a copy.

Please be advised that we reserve the right to revise the estimated cost if the relocation work has not started within one year from the date of this letter.

If you have any questions, please contact Jon Jefferies at 706-232-8961

Sincerely,

A handwritten signature in cursive script, appearing to read "Rachel L Bailey".

Rachel Bailey
404-506-4487
racbaile@southernco.com

UTILITY RELOCATION AGREEMENT

PROJECT NAME: Main St / Cartersville From Church St to I-75
 PROJECT NUMBER: L3604
 GDOT PROJECT NUMBER: _____

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____, by and between **CITY OF CARTERSVILLE, STATE OF GEORGIA** (hereinafter referred to as the "City"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either City or Company, or both, as a "Party" or "Parties."

WITNESSETH:

WHEREAS, the City proposes under the above written Project to construct Main St / Cartersville From Church St to I-75 (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of this Project, it will become necessary for the Company to remove, relocate, or make certain adjustments to the Company's existing facilities (facilities includes electrical and communications facilities and is referred to herein collectively as the "Facilities" or the "Facility"), in accordance with the estimate of FOURTEEN THOUSAND, THREE HUNDRED SEVENTY SIX Dollars (\$14,376.00) (the "Estimate"), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A". The Estimate is limited: (a) to the costs of removing, relocating or adjusting those Facilities, which are physically in place and in conflict with the proposed construction and/or maintenance, (b) where replacement is necessary, to the costs of replacement in kind and such cost excludes the proportion of the costs representing improvement or betterment in a Facility, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, and (c) to the costs incurred in acquiring additional easements or private rights of way, including, without limitation, easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities. The proportion of the costs representing improvement or betterment in a Facility while excluded from the Estimate, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, shall be shown on the Estimate; and

WHEREAS, the Company has presented evidence to the City that it contends supports its claim that it acquired property interests and utilized such property interests for the placement of its Facilities prior in time to acquisition of the road right of way(s), all as involved in said Project; and

WHEREAS, the City agrees to bear ONE HUNDRED percent (100%) of the actual costs of said relocation expenses, which is estimated to be FOURTEEN THOUSAND, THREE HUNDRED SEVENTY SIX Dollars (\$14,376.00), subject to the City's reasonable approval (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights, which may include any documents or information demonstrating the location of the Facilities in relationship to those property interests, the relationship of those property interests to current and previous road right-of-way, and any other information or documents reasonably required by the City to verify the Company's claim, and subject to further City's reasonable approval (not to be unreasonably withheld) should actual expenses exceed the Estimate; and

WHEREAS, the City will use its best efforts to make a determination regarding the Company's claim for prior rights prior to the Company being required to commence the removal, relocation, or adjustment of its Facilities, and shall provide its determination in writing along with the written support for any such determination. If the City determines that the Company's presented information is insufficient to make a determination, the City will provide the Company the basis for such insufficiency, and request that the Company provide additional information. If a determination, however, cannot be made prior to the time the Company's Facilities need to be removed, relocated, or adjusted in order for the Project not to be delayed (provided that the City certifies in writing to the Company that such Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines), the Company will remove, relocate, or adjust its Facilities without a determination having been made and neither Party's rights, claims, or defenses with regard to the issue of property interests, compensable interest or prior rights will be waived or affected in any manner. In such instance, the City will make such determination regarding the Company's claim for prior rights no later than six (6) months

from the date of City's receipt of information sufficient for the City to make a determination (which determination shall be in writing accompanied by written support) or otherwise the Company's claim for prior rights will be deemed approved by the City.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed:

Section 1. The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during this Agreement), and working in accordance with the terms of its agreements with such employees, will make such changes in its Facilities as previously agreed upon with the City. The Company may elect to contract any portion of the work contemplated.

Section 2. Prior to the Company commencing any of its removal, relocation or adjustment work, including obtaining any easements, City will provide written assurances (including information on the property rights acquired) to Company that it has acquired the necessary new road right-of-way.

Section 3. Upon the completion by the Company of the work contemplated herein, the City will pay the Company a sum equal to the lesser of ONE HUNDRED percent (100%) of: (a) the Company's actual cost of the total Project relocation expenses or (b) the Estimate, subject to the reasonable acceptance by the City (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights.

Section 4. The City will neither be bound to pay any costs related to the Facilities' removal, relocation, or adjustment which are in excess of the reimbursable portion of the Estimate, nor for any items of relocation work not provided for in said Estimate, except as shall be specifically approved in writing by the City. In the event there is a change in the Project, including, without limitation, a change in scope, design, plans, service, property interests to be acquired or engineering, due to events or circumstances beyond Company's reasonable control, Company will notify City of such change and the Parties will negotiate in good faith a mutually agreeable agreement or amendment to this Agreement to address such change.

Section 5. The recitals set forth in the Whereas clauses of this Agreement are a material part of this Agreement and binding upon the Parties hereto.

Section 6. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

Section 7. The covenants herein contained, including the covenants contained in the "Whereas" clauses hereto, shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 8. It is mutually agreed between the Parties hereto that this Agreement shall be deemed to have been executed in Georgia.

Section 9.

9.1 The Parties agree they will in good faith share information with each other related to the issue of prior rights. Should the Company disagree with the City's determination with regard to the Company's claim for prior rights and if the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 9.2 below.

9.2 Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim, each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to

resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives or City Council fails to approve any tentative agreement reached, the Parties agree to participate in non-binding mediation pursuant to Section 9.3 below. It being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 9.

- 9.3 If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 9.2, the Parties agree to participate in non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location, with each Party being responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to such mediator. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not so resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. (Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief).

Section 10.

- 10.1 If the Company chooses to submit progress payments, the City will pay them within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the City. Upon completion of the work, the Company shall submit a final bill to the City and the City shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification of the final bill by the City.
- 10.2 For purposes of this Section 10, "Verification" means that the City has reasonably determined that there is a material discrepancy between the Company's invoiced charges and the City's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, City agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should the City fail to provide such documentation within the specified time period, the City must pay the disputed amount. The City must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. The City must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of the Company.
- 10.3 At any time within thirty-six (36) months after the date of the final payment, the City, at its sole expense, may audit the cost records, support documentation, and accounts of the Company pertaining to this Project to solely assess the accuracy of the invoices submitted by the Company and notify the Company of any amount of any unallowable expenditure made in the final payment of this Agreement, or, if no unallowable expenditure is found, notify the Company of that fact in writing. Any such audit will be conducted by representatives of the City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to the Company and during regular business hours at the offices of the Company in a manner that does not unreasonably interfere with the Company's business activities and subject to the Company's reasonable security requirements. As a prerequisite to conducting such audit, City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign the Company's Nondisclosure Agreement. The Company may redact from its records provided to City information that is confidential and irrelevant to the purposes of the audit. The Company will reasonably cooperate in any such audit, providing access to the Company records that are reasonably necessary to enable the City to test the accuracy of the invoices to which the audit pertains, provided that the City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If the Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from the City (based on the mutually agreed upon audit results), the City may set off the amount of such bill against the amounts owed the Company on any then-current contract between the Company and the City. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 9.2 and 9.3 will govern the resolution of the dispute. The

City may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 11. Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter hereof which are not fully expressed herein. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been and is executed on behalf of the City of _____ and on behalf of the Department of Transportation, being duly authorized to do so by their authorized representatives. The Parties have executed this Agreement in TWO (2) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

CITY:

_____ **CITY, GEORGIA**

By: _____ (SEAL)

Name: _____,

MAYOR

ATTEST: _____ (SEAL)

Name: _____,

CITY CLERK

APPROVED AS TO FORM:

By: _____ (SEAL)

Name: _____,

CITY ATTORNEY

DEPARTMENT OF TRANSPORTATION

By: _____ (SEAL)

Name: _____,

COMMISSIONER

ATTEST: _____ (SEAL)

Name: _____,

TREASURER

COMPANY:

GEORGIA POWER COMPANY

By: _____

Name: _____

Title: _____

ATTEST: _____

Name: _____

Title: _____

(SEAL)

Signed, sealed and delivered this ____ day of _____, 20__, in the presence of:

WITNESS

NOTARY PUBLIC

(SEAL)

Signed, sealed and delivered this ____ day of _____, 20__, in the presence of:

WITNESS

NOTARY PUBLIC

(SEAL)

Signed, sealed and delivered this ____ day of _____, 20__, in the presence of:

WITNESS

NOTARY PUBLIC

(SEAL)

Project Number: _____

Job Estimating & Tracking System - JETS
FACE SHEET REPORT
Georgia Power Company
Distribution Work Order
Type Construction: UNDERGROUND

Date: 13-Sep-2012 11:09:18 AM

Headquarters	: CARTERSVILLE	W.O. Number	: GP644H00112
Customer	: CITY OF CARTERSVILLE	P.E.	: 7030 01 WR# :
Address	: 1300 EAST MAIN STREET	Job Reference	: 2462912
Town	: CARTERSVILLE	Job Type	: H-HIGHWAY RELOCATIONS OH / UD
Rep Allow	: No	Blanket	: No
Home Phone	:	Substation	:
Map Number	:	Circuit	:
Type Customer	: DOT PROJECTS OH/UD REIMBURSIBLE & NONREIMB	Charge Account	: H00112-GP644-300-00000
Estimate Name	: CITY OF CARTERSVILLE	Credit Account	: H00112-GP644-300-99992
Engineer	: SALLETTE, MARK K.	Date Last Est	: 12-SEP-2012
Committed Service Date	:	CSS Bill Acct#	:

Job Description : Relocate 100' of 3-1/0 UD primary to allow Cartersville Electric to install new UD cable. For Main Street project.

Driving Directions : Near 1300 East Main Street (AgGeorgia Farm Credit)

Permits/Notification(s) :

Total Estimated External Charges Included Below:

Billing:	Fixed	Joint Use	Out Of Ratio	Customer Contribution
	\$0	\$0	\$0	\$0
MANHOURS:	Onsite	Travel	Headquarters	Total
Company	91.80	13.77	4.61	110.18
Contractor	0.00	0.00	0.00	0.00
Total Estimated:				110.18

Labor Multiplier : 1.25 **Comment :** ROAD RELOCATION

Travel : 0.00 **HQ :** 0.00 **EOH Labor :** 0.00 **EOH Matl :** 0.00

Cost Summary	Plant	Transformers	Meters	Maint	Removal	Total
Company Labor	\$4,334	\$0	\$0	\$0	\$846	\$5,180
Contract Labor	\$0	\$0	\$0	\$0	\$0	\$0
Company Material	\$1,418	\$0	\$0	\$0	\$0	\$1,418
Contractor Material	\$0	\$0	\$0	\$0	\$0	\$0
Company Equipment	\$2,341	\$0	\$0	\$0	\$457	\$2,798
Contractor Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Engr Supv OH	\$4,289	\$0	\$0		\$691	\$4,980
Subtotal	\$12,382	\$0	\$0	\$0	\$1,994	\$14,376
Blanket						\$0
Salvage	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$12,382	\$0	\$0	\$0	\$1,994	\$14,376

Total WO Bill : \$0

Total Net Cost : \$14,376

Rate :	Revenue : \$0	Total Ratio : 0.00	ROE : 0.00
	Loc Cost : \$0	Local Ratio : 0.00	Net Present Val : 0

TVM Amount : \$0	CPS Amount : \$0	Sales Tax : \$0	Profit : \$0
-------------------------	-------------------------	------------------------	---------------------

Total Bill Amount : \$0

Approvals	Date	Completed By	Date
------------------	-------------	---------------------	-------------

Auth :
Close :

Work Location Summary Report

ALL LOCATIONS

Date : 13-Sep-2012 11:09 AM

Job Ref # : 2462912

Applicant Name : CITY OF CARTERSVILLE

Estimate Name : CITY OF CARTERSVILLE

Estimate Description : RELOCATE 100' OF 3-1/0 UD PRIMARY TO ALLOW CARTERSVILLE ELECTRIC TO INSTALL NEW UD CABLE. FOR MAIN STREET PROJECT.

Work Order # : GP644H00112

Job Address : 1300 EAST MAIN STREET

Work Function	Special Processing	Local Cost	Unit Identification	Qty	Ret Ind	Description	Contractor Name
*** Work Location : 1.00							
Description :							
INSTALL	NONE		P31/0AXNC	120	Y	PRI UD CABLE-3 PH 1/0 AXN	
INSTALL	NONE		PS1/0RJKHS	6	N	1/0 25KV U.D. MOLDED RUBBER SPLICE W/HEAT SHRINK ZIP JACKET	
INSTALL	NONE		TN54BHT	100	N	TRENCHING 54 IN DEEP W' BACKHOE	
INSTALL	NONE		TN60HDT	20	N	TRENCHING 60" DEEP,HAND DIG - 54" COVER	
INSTALL	NONE		TNSPLICEPITSHOR	2	N	SPLICE PIT - W/ SHORING - DIGGING & FILLING INVENTORY BY EACH (6X4X5)	
INSTALL	NONE		TNTAMPT	480	N	TAMPING - PER FOOT PER LIFT	
INSTALL	NONE		TSWITCHING3PH	3	N	SWITCHING- LABOR TO ISOLATE 3 PH SPAN OF CABLE	
REMOVE	ABANDON		P31/0AXNC	120	Y	PRI UD CABLE-3 PH 1/0 AXN	
REMOVE	ABANDON		TN54BHT	120	N	TRENCHING 54 IN DEEP W' BACKHOE	
REMOVE	NONE		TSWITCHING3PH	3	N	SWITCHING- LABOR TO ISOLATE 3 PH SPAN OF CABLE	
				Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	
				Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 110.18	Est Cont ManHours : 0.00



City of Cartersville

City Council Meeting

10/4/2012 7:00:00 PM

Sewer for New Eastside Hangar at Cartersville-Bartow County Airport

SubCategory:	Other
Department Name:	Administration
Department Summary Recommendation:	The new airplane hangar on the eastside of the Cartersville-Bartow County Airport required the extension and installation of utilities to this new facility. In order to cover the cost of the sewer for this new facility, it was agreed to split these costs between several entities and the city's portion is \$34,221.63 and I recommend approval.
City Manager's Remarks:	We have always helped out the Airport Authority as this facility provides economic boost to the entire county, so I recommend approval of this cost for the sewer extension to the eastside hangar.
Financial/Budget Certification:	This is not a budgeted item but funds are available.
Legal:	N/A
Associated Information:	N/A



BARTOW COUNTY WATER DEPARTMENT

2 ROOSEVELT STREET

INVOICE

TO: City of Cartersville
 RE: Sewer for New Eastside Hanger @ Cartersville-Bartow County Airport
 Date: September 19, 2012

<u>Itemized Description</u>	<u>Amount</u>
Sewer Infrastructure	\$ 34,221.63
TOTAL DUE THIS INVOICE	\$34,221.63

Please Submit Payment To:
Bartow County Water Department
P.O. Box 850
Cartersville, GA 30120-0850

Sincerely,

Gene Camp
 Superintendent
 Bartow County Water Department

Item # 18

CONSTRUCTION MATERIAL					
Ck Date	Ck #	Invoice #	Job #	Invoice Amt	Vendor
02/28/2012	50708	495645		6,131.58	FEI-Georgia Waterworks
02/28/2012	50708	495649		9,152.00	FEI-Georgia Waterworks
02/28/2012	50708	495831		16,275.20	FEI-Georgia Waterworks
03/02/2012	50749	91342		122.00	Foley Products Company
03/08/2012	50812	91264		4,080.80	Foley Products Company
03/14/2012	50869	91294		3,088.48	Foley Products Company
03/22/2012	50923	27395		189.98	Cartersville Ace Hardware
03/28/2012	50950	500852		917.00	FEI-Georgia Waterworks
04/10/2012	51029	83787		994.00	Ladds Farm Supply Inc
04/16/2012	51129	5258		74.60	Crane Grading & Construction
04/16/2012	51129	5245		218.56	Crane Grading & Construction
04/16/2012	51129	5226		437.24	Crane Grading & Construction
04/16/2012	51129	5219		146.32	Crane Grading & Construction
04/16/2012	51131	93058		924.00	Foley Products Company
04/16/2012	51136	10115461		255.20	Vulcan Materials
04/16/2012	51136	10115460		262.89	Vulcan Materials
04/16/2012	51136	10112808		537.66	Vulcan Materials
04/16/2012	51136	10112807		1,059.66	Vulcan Materials
04/23/2012	51182	5274		383.32	Crane Grading & Construction
04/23/2012	51182	5265		232.20	Crane Grading & Construction
04/23/2012	51197	10120067		270.28	Vulcan Materials
04/23/2012	51197	10120064		256.51	Vulcan Materials
04/25/2012	51240	10123014		2,634.33	Vulcan Materials
04/23/2012	51240	10123015		239.08	Vulcan Materials
04/23/2012	51240	10123016		279.27	Vulcan Materials
04/25/2012	51228	5278		833.60	Crane Grading & Construction
05/01/2012	51269	5651818-00		245.46	Southern Pipe and Supply Co.
05/01/2012	51276	10125510		1,755.15	Vulcan Materials
05/11/2012	51356	4312		3,189.50	Arogs Ready Mix LLC
05/11/2012	51356	4313		941.50	Arogs Ready Mix LLC
05/11/2012	51356	4540		2,611.00	Arogs Ready Mix LLC
05/11/2012	51381	83795		2,465.00	Ladds Farm Supply Inc
05/11/2012	51381	84407		1,504.50	Ladds Farm Supply Inc
05/15/2012	51400	26293		3,705.76	Bartow Paving Company Inc.
05/21/2012	51430	5320		1,500.00	Crane Grading & Construction
				67,913.63	

ENGINEERING & INSPECTION			
03/08/2012	50837	9484	3,123.41
04/12/2012	51118	9524	3,389.00
05/15/2012	51412	9565	3,670.91
07/12/2012	51965	9640	370.49
			10,553.81

CONSTRUCTION			
04/19/2012	1583	13646	93,970.67
04/16/2012	51126	43219	566.91
05/03/2012	51286	5843	9,545.00
05/22/2012	51476	5602	775.00
06/01/2012	51590	13670	1,270.00
			106,127.58

;184,595.02 TOTAL EXPENSES

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Attachment number 1 \nPage 2

Contract - Gravity Sewer Extension at the Bartow County Airport (Minus Contractor Retainage)

Airport Runway Repairs

Asphalt and Concrete Repairs

Asphalt and Concrete Repairs

Install Sewer Service for Hangar

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MEMO

To: Clarence Brown, County Commissioner
 Steve Bradley, County Manager
 Gene Camp, County Water Superintendent
 Sam Grove, City Manager
 Matt Santini, Mayor
 Valerie Gilreath, County Grant Writer
 Dent Thompson, Phoenix Air
 Bob Hite, Hans Lutjens, Henry Floyd & Dan Porta, Airport Authority

From: E. Keith Lovell

Date: January 13, 2012

Re: Sewer for New Eastside Hanger at Airport

Southland Engineering and Bartow County Water Department have prepared plans to run the sewer infrastructure from the eastside of the airport to the new Eastside Hangar. The estimated cost to bore the runways, material and labor is \$160,000. As a result of a meeting between the Airport Authority, Bartow County, City of Cartersville and Phoenix Air, the following revised funding was established for the sewer infrastructure needed at the airport:

Phoenix	\$25,000.00
County	¼ of balance expected to be \$34,221.63
Airport Authority	¼ of balance expected to be \$34,221.63
Bartow County Water	¼ of balance expected to be \$34,221.63
City	¼ of balance expected to be \$34,221.63

If any grant funds are received for this sewer expansion, they will be used to reduce the overall total project costs and the remaining outstanding balance will be split according to the above allocation percentage.

EKL/src