



City of Cartersville

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

COUNCILPERSONS:

Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Lori Pruitt
Jayce Stepp
Louis Tonsmeire, Sr.

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 4/4/2013
Work Session – 6:00 P.M.

CITY MANAGER:
Sam Grove

CITY ATTORNEY:
David Archer

CITY CLERK:
Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. March 21, 2013 (Pages 3-14)

[Attachments](#)

B. Proclamations

1. Recognition of Ray Southern by Keep Bartow Beautiful (Pages 15-16)

[Attachments](#)

C. Commendation/Recognition

1. Citizen's Academy Graduation (Pages 17-18)

[Attachments](#)

D. Appointments

1. Appointment and Swearing in of Municipal Court Judge (Page 19)

[Attachments](#)

2. Historic Preservation Commission (Pages 20-21)

[Attachments](#)

E. Presentations

1. Fiscal Year 2012 Audit Presentation (Page 22)

[Attachments](#)

F. Contracts/Agreements

1. Airport Engineering Assistance Grant with GDOT (Pages 23-47)

[Attachments](#)

2. Amendment to Intergovernmental Agreement Dated 4-11-07 (Pages 48-60)

[Attachments](#)

G. Second Reading of Ordinances

1. Amendment to the Fiscal Year 2012-13 Budget Ordinance (Pages 61-65)

[Attachments](#)

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

1. File #T13-01: Text Amendment to add definitions to the Zoning Ordinance (Pages 66-71)

[Attachments](#)

I. Other

1. Quit Claim Deed 30 Ann Circle (Pages 72-74)

[Attachments](#)

2. Quit Claim Deed 119 Mercer Lane (Pages 75-76)

[Attachments](#)

J. Engineering Services

1. Water Treatment Plant Filter Rehab Project (Pages 77-79)

[Attachments](#)

K. Bid Award/Purchases

1. No-Lead Brass / Inventory Restock (Pages 80-87)

[Attachments](#)

2. Dellinger Park Pool Lighting (Pages 88-115)

[Attachments](#)



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM
March 21, 2013

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

City Council Meeting
10 N. Public Square

9:00 A.M. – Work Session 8:00 A.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Pruitt

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

II. Regular Agenda

A. Swearing in of Civic Youth Day Officials

1. Civic Youth Day

Renee Faunce, Deputy City Clerk, administered the oath of office to the students who were appointed to the offices of School Board, Mayor, City Council, City Attorney, City Manager and City Clerk.

B. Council Meeting Minutes

1. March 7, 2013

A motion to approve the minutes of the City Council Meeting for March 7, 2013 as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

C. Proclamations

1. Recognition of Jack Reeves for Service on the Alcohol Control Board

Randy Mannino, Planning and Development Director, recognized Mr. Jack Reeves for his 8 years of service on the Alcohol Control Board. Mr. Reeves was one of the original members and was acting chairman when he retired. Mr. Ric Napps, current Chairman of the Alcohol Control Board, also commended Mr. Reeves for his hard work, dedication, and leadership on the board. Mayor Matt Santini presented Mr. Reeves with a proclamation and a plaque.

Mr. Reeves thanked the Mayor, City Council, and the Board for their support throughout his years of service.

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

1. File #T13-01: Text Amendment to Add Definitions to the Zoning Ordinance

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. Randy Mannino, Planning and Development Director, explained this is an application to amend the definitions section of the Zoning Ordinance. The applicant, Brooke Hodge, owner of Willow Day Spa, would like to offer permanent makeup, also known as cosmetic tattooing, as part of her spa services. This business is currently located downtown under the bridge.

There are currently no definitions of tattoo parlors and piercing parlors. City staff has researched definitions from state governments and health departments for this information. The goal of adding these definitions, as well as defining permanent makeup, is to allow cosmetic tattooing while still limiting traditional tattooing and piercing. Mr. Mannino stated that the Planning Commission recommended approval of the text amendment.

Ms. Brooke Hodge, owner of Willow Day Spa, and a member of her staff who will be performing these services, stood before Council and answered Council's questions regarding cosmetic tattooing.

Mayor Santini opened the public hearing for the text amendment to the zoning ordinance. After no further discussion, Mayor Santini closed the public hearing.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 ZONING. ARTICLE II. INTERPRETATION AND DEFINITIONS. Section 2.2

Definitions is hereby amended by adding the following definitions to Section 2.2 as indicated herein:

1.

That Article II. Interpretations and Definitions, Section 2.2.16.P, is hereby amended by adding the following definitions:

Permanent makeup is synonymous with cosmetic tattooing and includes the application of permanent eyeliner, eyebrows, full lip color, re-pigmentation or camouflage using tattooing techniques of placing pigments under the skin.

Piercing parlor is any place in which a fee is charged for the act of penetrating the skin to make a hole, mark, or scar, generally permanent in nature. Does not include the use of a mechanized, pre-sterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear or both.

2.

That Article II. Interpretations and Definitions, Section 2.2.20.T, is hereby amended by adding the following definition:

Tattoo parlor is any place in which is offered or practiced the placing of designs, letters, scrolls, figures, symbols or any other marks upon or under the skin of any person with ink or any other substance, resulting in the permanent coloration of the skin, excluding permanent makeup (also known as cosmetic tattooing), by the aid of needles or any other instrument designed to touch or puncture the skin.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 21st day of March 2013.

ADOPTED this the day of April 2013. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

E. Other

1. Quitclaim Deed for 18 MLK Jr. Drive

Mr. Richard Osborne, City Planner, explained this item is needed to allow the release of a lien in the amount of \$10,000 for property located at 18 MLK Jr. Drive. This lien, recorded on February 16, 2007, was for the first-time homebuyers' forgivable loan program as part of a federal grant that the city received. The property owners have resided in the house for the required 5 year period and the loan may now be forgiven by approval of the City Council. Mr. Osborne recommended approval of the quitclaim deed.

A motion to approve the recommendation of Mr. Osborne was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0.

F. Contracts/Agreements

1. Memorandum of Understanding with Voestalpine

Mr. Don Hassebrock, Assistant Electric Director, stated Voestalpine Automotive Body Parts is an Austrian company that is locating in the Highland 75 Industrial Park. This is the first company to locate in this industrial park. Mr. Hassebrock explained this is a Memorandum of Understanding (MOU) indicating the service terms of electric utilities. Mr. Hassebrock asked the Council to approve the MOU and to authorize the Mayor to sign the MOU.

A motion to approve the Memorandum of Understanding and to authorize the Mayor's signature as recommended by Mr. Hassebrock was made by Council Member Pruitt and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0.

G. Resolutions

1. Date and Time Change for Regularly Scheduled Council Meeting on July 4, 2013

Sam Grove, City Manager, stated this resolution changes the July 4, 2013 City Council meeting to Monday, July 1, 2013 to avoid having a Council meeting on Independence Day holiday. Mr. Grove recommended approval of the resolution.

A motion to approve the resolution as recommended by Mr. Grove was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

Resolution No.

Item # 1

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 meeting 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 meeting of the Mayor and City Council scheduled on the 4th day of July, 2013 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 1st day of July, 2013 at 7 PM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this March 21, 2013

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

ATTEST:

**/s/ Renee Faunce
Renee Faunce
Deputy City Clerk**

H. Bid Award/Purchases

1. Stormwater Pipe

Mr. Tommy Sanders, City Engineer, reported there is a section of storm drain piping that has failed that travels through the Erwin Chase Apartment Complex. This section of piping helps convey water from Erwin Downs subdivision to the railroad ditch. The pipe invert has rusted out and is subject to collapsing at anytime. Two bids were received:

Southeast Culvert: \$35,910.00
Contech Engineered Solutions: \$41,145.30

Mr. Sanders recommended the low bid of \$35,910.00 from Southeast Culvert.

A motion to approve the low bid from Southeast Culvert as recommended by Mr. Sanders was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

2. Telecommunications Equipment

Mr. Lamar Greeson, Fiber Optics Director, explained the amount of bandwidth the City purchases for resale needs to be increased. The needs, both internally and commercially, have exceeded our supply. Our present firewall and 11 year old bandwidth shaper is at its max capacity. The new electronics will allow us the gradual progression up to a gig of internet bandwidth and delivery of services up to a gig. This total cost of the increase is \$58,626.91. Mr. Greeson stated this is not a budgeted item but that funds are available in the Fiber department budget for the purchase.

A motion to approve the recommendation of Mr. Greeson was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

3. Equipment for Municipal Courtroom

Mr. Tom Rhinehart, Finance Director, explained the court systems will be upgrading the current software to a version that will enable the court to go paperless with the court proceedings. As a result, the municipal court will be upgrading the current software, at no cost, and will be required to update the computer hardware that is used in the day to day operations. The estimated total cost of the equipment involved is \$14,735.00. This will be paid for by using funds collected in the form of the technology fee imposed in August 2013.

Mr. Rhinehart recommended approval of the purchase of the computer hardware.

A motion to approve the recommendation of Mr. Rhinehart was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

A second motion to approve the recommendation of Mr. Rhinehart including the dollar amount of \$14,735.00 was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

I. First Reading of Ordinances

1. Amendment to the Fiscal Year 2012-13 Budget Ordinance

Mr. Tom Rhinehart, Finance Director, explained there is a need for a budget amendment due to adding the Downtown Development Authority as a City department. Also, the remaining funds of the Impact Fee Fund must be spent in this current fiscal year. This budget amendment takes care of both of these issues.

The Impact Fee Fund budget is amended by allocating the remaining funds of \$153,668.73 to several other funds as stated in the ordinance. Mr. Rhinehart further explained that all of the projects these funds are being allocated to were listed in the original Impact Fee Fund documentation and are still considered eligible projects for use of these funds. Mr. Keith Lovell, Assistant City Attorney, stated there is a 6 year limit on spending these funds or we lose them.

The Downtown Development Authority will be shown as a separate department within the General Fund, therefore, the General Fund Budget will need to be amended as shown in the ordinance.

Mr. Rhinehart recommended approval of the amendment to the Fiscal Year 2012-2013 Budget Ordinance.

NO ACTION REQUIRED

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2012 - 2013 budget amendment to the Impact Fee Fund.

Budget Amendment Report
Fiscal Year 2012 - 2013

Department: Impact Fees

| Acct No- | Description | 2012-13 Approved Budget | Amendments | 2012-13 Amended Budget |
|------------------------|-------------------------------------|--|-------------------|---------------------------------------|
| <u>REVENUES</u> | | | | |
| | Prior Year Carryover | 150,000 | 153,668.73 | 303,668.73 |
| | Total Revenues - Impact Fees | 150,000 | 153,668.73 | 303,668.73 |
| <u>Expenses</u> | | | | |
| | Expense | | | |
| 271-6120-52-1200 | Administration | | 20,025.88 | 20,025.88 |
| 271-6120-54-2500 | Fire Protection | 110,000 | 7,475.74 | 117,475.74 |
| 271-6120-54-2501 | Police | | 85,694.34 | 85,694.34 |
| 271-6120-54-2502 | Parks & Recreation | 40,000 | 9,433.59 | 49,433.59 |
| 271-6120-54-2503 | Roads | | 31,039.18 | 31,039.18 |
| | Total Expenses - Impact Fees | 150,000 | 153,668.73 | 303,668.73 |

**Department: General Fund, SPLOST 2003 Fund, and
SPLOST 2007 Fund**

| Acct No- | Description | 2012-13 Approved Budget | Amendments | 2012-13 Amended Budget |
|------------------------|-------------------------------|--|-------------------|---------------------------------------|
| <u>REVENUES</u> | | | | |
| 100-1000-39-1009 | Transfer from Impact Fee Fund | 150,000 | 36,935.21 | 186,935.21 |

| | | | | |
|------------------|-------------------------------|------------------|-------------------|---------------------|
| 321-9100-39-1009 | Transfer from Impact Fee Fund | 0 | 31,039.18 | 31,039.18 |
| 322-9300-39-1009 | Transfer from Impact Fee Fund | 0 | 85,694.34 | 85,694.34 |
| | Total Revenues | 150,000 | 153,668.73 | 303,668.73 |
| | Expenses | | | |
| Expenses | | | | |
| 100-1300-52-1300 | Other Professional Services | 15,000 | 20,025.88 | 27,025.88 |
| 100-2400-54-2200 | Vehicles | 0 | 7,475.74 | 7,475.74 |
| 100-5100-54-3100 | Pettit Creek Trail Phase II | 0 | 9,433.59 | 9,433.59 |
| 321-9100-54-1601 | Douthit Multi-Lane | 250,000 | 31,039.18 | 281,039.18 |
| 322-9300-54-1627 | Police/Fire Joint Station | 3,500,000 | 85,694.34 | 3,585,694.34 |
| | Total Expenses | 3,765,000 | 153,668.73 | 3,918,668.73 |

General Fund - Downtown Development Authority

| Account Number | | 2012-13 Approved Budget | Amendments | 2012-13 Amended Budget |
|---------------------------|--------------------------------------|-------------------------------|----------------|------------------------------|
| Revenues | | | | |
| 100-1000-38-3008 | DDA Admin Fee-15% BID Funds | 0 | 1,500 | 1,500 |
| 100-1000-38-3009 | DDA Special Events Sponsorship | 0 | 8,000 | 8,000 |
| 100-1000-38-3010 | DDA - Concession Income | 0 | 1,500 | 1,500 |
| 100-1000-38-3011 | DDA Bartow County Contribution | 0 | 8,000 | 8,000 |
| 100-1000-35-1160 | Fine & Forfeitures | 779,000 | 44,000 | 823,000 |
| 100-1000-39-3700 | Proceeds from Capital Leases | 236,760 | 7,500 | 244,260 |
| 100-1000-39-1012 | Operating Trans In-Motor Vehicle Tax | 0 | 30,000 | 30,000 |
| | Total Revenues | 1,015,760 | 100,500 | 1,116,260 |
| Personnel Expenses | | | | |
| 100-6110-51-1100 | Regular Salaries | 0 | 44,535 | 44,535 |
| 100-6110-51-1101 | Salaries-Part Time Employees | 0 | 20,285 | 20,285 |
| 100-6110-51-2100 | Health & Dental Insurance | 0 | 7,025 | 7,025 |
| 100-6110-51-2120 | Life & Disability Insurance | 0 | 340 | 340 |
| 100-6110-51-2200 | Social Security Contributions | 0 | 4,960 | 4,960 |
| 100-6110-51-2300 | Retirement Contributions | 0 | 3,000 | 3,000 |
| 100-6110-51-2500 | Unemployment Insurance | 0 | 3,000 | 3,000 |
| 100-6110-51-2600 | Worker's Compensation Insurance | 0 | 50 | 50 |
| | Total Personnel Expense | 0 | 83,195 | 83,195 |
| Operating Expenses | | | | |
| 100-6110-52-1200 | Professional Services | 0 | 7,500 | 7,500 |
| 100-6110-52-1300 | Other Professional Services | 0 | 15,000 | 15,000 |
| 100-6110-52-1301 | Prof. Services-GIS Mapping | 0 | 500 | 500 |
| 100-6110-52-2100 | Utilities | 0 | 3,000 | 3,000 |

| | | | | |
|---------------------------|--------------------------------------|---------------|----------------|----------------|
| 100-6110-52-2210 | Uniform/Clothing Allowance | 0 | 250 | 250 |
| 100-6110-52-2310 | Maintenance - Office Equipment | 0 | 2,500 | 2,500 |
| 100-6110-52-2320 | Maintenance - Computer | 0 | 300 | 300 |
| 100-6110-52-2330 | Maintenance - Software | 0 | 300 | 300 |
| 100-6110-52-2340 | Maintenance - Building & Grounds | 0 | 500 | 500 |
| 100-6110-52-2350 | Maintenance - Heating & A/C | 0 | 300 | 300 |
| 100-6110-52-2410 | Equipment Lease | 0 | 5,000 | 5,000 |
| 100-6110-52-3210 | Communication-Phones & Cellular | 0 | 7,640 | 7,640 |
| 100-6110-52-3300 | Advertising | 0 | 5,000 | 5,000 |
| 100-6110-52-3400 | Postage | 0 | 1,000 | 1,000 |
| 100-6110-52-3510 | Travel & Related Expenses | 0 | 1,250 | 1,250 |
| 100-6110-52-3520 | Convention & Seminar Registration | 0 | 1,500 | 1,500 |
| 100-6110-52-3530 | Employee Training | 0 | 1,500 | 1,500 |
| 100-6110-53-1110 | Office Equipment & Supplies | 0 | 750 | 750 |
| 100-6110-53-1111 | Minor Equipment & Office Machinery | 0 | 1,500 | 1,500 |
| 100-6110-53-1120 | Minor Computer Supplies | 0 | 1,000 | 1,000 |
| 100-6110-53-1122 | Computer Equipment & Software | 0 | 2,365 | 2,365 |
| 100-6110-53-1130 | Minor Equipment & Supplies | 0 | 1,000 | 1,000 |
| 100-6110-53-1134 | Special Events Expense | 0 | 1,000 | 1,000 |
| 100-6110-53-1135 | Concession Stand Supplies | 0 | 1,500 | 1,500 |
| 100-6110-53-1140 | Janitorial Supplies | 0 | 500 | 500 |
| 100-6110-53-1260 | Fuel Expense | 0 | 250 | 250 |
| 100-6110-53-1400 | Memberships & Subscriptions | 0 | 1,750 | 1,750 |
| 100-6110-58-2150 | Lease Pool Payment-Interest | 0 | 150 | 150 |
| | Total Operating Expenses | 0 | 64,805 | 64,805 |
| Capital Outlay Exp | | | | |
| 100-6110-54-2300 | Office Furniture & Equipment - Major | 0 | 7,500 | 7,500 |
| | Total Capital Outlay Expenses | 0 | 7,500 | 7,500 |
| | Total DDA Expenses | 0 | 155,500 | 155,500 |
| Other Expenses | | | | |
| 100-1100-57-1070 | DDA Exp | 55,000 | (55,000) | 0 |
| 280-1150-57-1070 | DDA Exp-Motor Vehicle Tax Fund | 30,000 | (30,000) | 0 |
| 280-1150-61-1100 | Transfer to General Fund | 0 | 30,000 | 30,000 |
| | Total Expenses | 85,000 | 100,500 | 185,500 |

Net impact on the general fund budget is \$51,500 to incorporate the DDA budget of \$155,500

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 21st day of March 2013. First Reading.

ADOPTED, this day of April 2013. Second Reading.

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

ATTEST:

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

A motion to add two items to the agenda was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0.

J. Added Item - Addition of 3 Options to the Citizens Survey and Cost Increase

Mr. Tom Quist, Assistant to the City Manager, reported there will be a cost increase of \$3,500 dollars to add 3 additional options to the National Citizen Survey. The 3 options and their costs are:

Custom Benchmark Comparisons - \$1,100
 Demographic Subgroup Comparisons - \$900
 One Open-Ended Question - \$1,500

This will bring the total cost of the survey to \$13,800.00.

A motion to approve the cost increase of the citizens' survey as recommended by Mr. Quest was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

K. Added Item - Letter of Support for Bartow Health Access

Mr. Sam Grove, City Manager, explained this is a letter of support for Bartow Health Access to apply for FQHC federal status. Mr. Grove asked Council to give the Mayor authorization to sign the letter of support.

A motion to authorize the Mayor's signature was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

K. Monthly Financial Statement

1. January 2013

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

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Renee Faunce
Deputy City Clerk



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM

Recognition of Ray Southern by Keep Bartow Beautiful

| | |
|---|--|
| SubCategory: | Proclamations |
| Department Name: | |
| Department Summary Recommendation: | To honor and acknowledge Ray's efforts to preserve the beauty of his community, Keep Bartow Beautiful would like to proclaim April 20, 2013 as "Ray Southern Day". This is the day of the Ray Southern Memorial Cleanup in the ATCO community. |
| City Manager's Remarks: | A fitting honor for a good friend and co-worker. |
| Financial/Budget Certification: | |
| Legal: | |
| Associated Information: | |

CITY of CARTERSVILLE

Proclamation



WHEREAS, Ray Southern, both as the Director of Public Works for the City of Cartersville and as a lifelong resident of Bartow County, worked tirelessly to improve, protect and preserve the beauty of the city he called home; and

WHEREAS, Ray was part of the six member pre-certification committee that helped establish a local certified affiliate of Keep America Beautiful, Inc. through extensive work with the Georgia Department of Community Affairs and Keep Georgia Beautiful; and

WHEREAS, he was a member emeritus of Keep Bartow Beautiful (KBB), which was established with board members appointed by local city and county governments in November 2000; and

WHEREAS, while serving with KBB, he helped formulate the extensive Visual Litter Index that Keep Bartow Beautiful does throughout the county each spring as well as assisted with the training of volunteer teams to annually perform the Visual Litter Index; and

WHEREAS, as a enthusiastic participant, Ray assisted in numerous community cleanup efforts, beautification projects, and recycling initiatives undertaken by the City of Cartersville in conjunction with Keep Bartow Beautiful; and

WHEREAS, Ray Southern served as a Deacon at Atco Baptist Church, headed the church Building Committee, and was deeply dedicated to the safety, preservation and beautification of the Atco community, as well as all areas of the City of Cartersville, as not only his job, but as a point of personal pride in his community; and

WHEREAS, Keep Bartow Beautiful wishes to commemorate the annual City of Cartersville Atco Community Cleanup in his honor thus providing annual recognition of one of the program's founding fathers; and

WHEREAS, Ray Southern was a family man, a mentor, a boss, an employee, and friend, beloved by so many; and remembered with fondness as a man of honor, character and strong convictions that made a difference in the quality of life that all Cartersville residents still enjoy today,

NOW, THEREFORE, in honor of his more than thirty three years of service to the City of Cartersville, his decade of service to Keep Bartow Beautiful, and his lifetime of service as a good steward of God's earth, I, Matthew J. Santini, Mayor of the City of Cartersville do proclaim Saturday, April 20, 2013, as

Ray Southern Day

and encourage all citizens of the city to express their appreciation by joining in doing their part to keep the community he loved clean and beautiful, and to assist others, through education, enforcement, and volunteer activities, to do the same.

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

_____ Mayor

Attest: _____ City Clerk
April 4, 2013 Item # 2



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM
Citizen's Academy Graduation

| | |
|---|--|
| SubCategory: | Commendation/Recognition |
| Department Name: | Administration |
| Department Summary Recommendation: | <p>The first Citizen's Academy has drawn to a close after a very successful inaugural effort. We had 21 deeply committed citizens attend the Academy, and attendance was strong throughout. From the evaluations we have received throughout the Academy, the participants were very pleased with the program and found it to be a more than worthwhile endeavor. We are fortunate to have citizens in our community who take an interest in their local government and seek ways to get involved in improving our city. I believe it would be wonderful to formally recognize these fine citizens during a council meeting.</p> |
| City Manager's Remarks: | Recognition of this group is merited. They did a great job! All of us learned a lot from these sessions. |
| Financial/Budget Certification: | |
| Legal: | |
| Associated Information: | |

Spring 2013 Citizen's Academy Roster

Ms. Suzanne Benoit
Ms. Donn Bryant
Mr. Arthur Carter
Ms. Holly Delaney
Ms. Alison Dillen
Mr. Ben Hamrick
Ms. Patsy Headrick
Mr. Larry Henderson
Ms. Mary Hoganson
Ms. Valerie Holt
Mr. Roger Kendricks
Ms. Maureen Kirkland
Ms. Shanna Latimer
Ms. Rebecca Long
Mr. Jim Macht
Ms. Janet Martin
Ms. Lynne Pritchett
Mr. Cary Roth
Mr. Donald Voyles
Ms. Charlene Long
Mr. Griffin Long



City of Cartersville

**City Council Meeting
4/4/2013 7:00:00 PM
Appointment and Swearing in of Municipal Court Judge**

| | |
|---|--|
| SubCategory: | Appointments |
| Department Name: | |
| Department Summary Recommendation: | This is the annual reappointment of Municipal Court Judge, Harry White, as required according to statute per Keith Lovell. |
| City Manager's Remarks: | Your approval of this item is recommended. |
| Financial/Budget Certification: | |
| Legal: | |
| Associated Information: | |



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM
Historic Preservation Commission

| | |
|---|--|
| SubCategory: | Appointments |
| Department Name: | Planning and Development |
| Department Summary Recommendation: | This application is for the appointment of Valerie Holt to the Historic Preservation Commission. This will fill the vacancy left after the term for Floyd Braid expired. The appointment is a three year term and if approved her term would end September 2015. |
| City Manager's Remarks: | Your approval of Valerie Holt's appointment to the Historic Preservation Commission is recommended. |
| Financial/Budget Certification: | |
| Legal: | |
| Associated Information: | |

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information

Name Holt Valerie W.
(last) (first) (middle initial)

Address 33 Carrington Dr., Cartersville, GA 30120
(street)

Email Address vholt31@yahoo.com

Home Phone 770-387-1112 Cell Phone 404-217-7435

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

Related Experience: Civic/Business/Other

Cartersville Citizens Academy-February 2013 Bartow Leadership
2013, Flowering Branch Mentor, Bartow CASA Graduate of
CASS HIGH, Member of Tabernacle Baptist Church,
Teacher at Woodland High, Doctoral Candidate at
Liberty University

Personal References (list at least 3)

Dr. Melissa Williams, 7606-5870 Jennifer Matthews, Century Bank
Pat McPherson/Mike McPherson 754-76478
Sandra Cline, Retired City Clerk Joe Harris, Chamber of Commerce

Position Information

I am attaching a list where I have highlighted my interests.
 Board/Commission applying for: _____

Reason interested in position (please explain in space provided)

I am a life-long resident of Cartersville. I am very proud
of my hometown and want to see its beauty and integrity
preserved. I want our downtown to thrive, businesses to choose
to locate here, citizens respect our need for boundaries and our
children to raise their families here. So, I could be happy
-serving on many different boards.

Applicant Signature Valerie W. Holt Date 3-19-13

Thank you for your interest in serving our community



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM
Fiscal Year 2012 Audit Presentation

| | |
|---|--|
| SubCategory: | Presentations |
| Department Name: | Finance |
| Department Summary Recommendation: | Lloyd Williamson from Williamson and Company, the city's external audit firm, will present a brief presentation on the FY 2012 audit and include the Comprehensive Annual Financial Report for the year ended June 30, 2012. |
| City Manager's Remarks: | Your acceptance of the audit report is recommended. |
| Financial/Budget Certification: | |
| Legal: | |
| Associated Information: | |



City of Cartersville

**City Council Meeting
4/4/2013 7:00:00 PM
Airport Engineering Assistance Grant with GDOT**

| | |
|---|--|
| SubCategory: | Contracts/Agreements |
| Department Name: | Administration |
| Department Summary Recommendation: | <p>The Cartersville-Bartow Airport Authority has received grant funding from GDOT for Airport Engineering Assistance. The funding will be used to hire an engineering firm to design airfield drainage improvements at the airport. The grant is 97.5% funded from Federal Airport Administration and GDOT funds, and the balance of the grant \$1,351 (2.5%) will be paid for from the Cartersville-Bartow Airport Authority. The grant will be administered by the city. I recommend approval of the acceptance of this grant.</p> |
| City Manager's Remarks: | Your approval of this item is recommended. |
| Financial/Budget Certification: | N/A |
| Legal: | |
| Associated Information: | |

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

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

March 28, 2013

The Honorable Matt Santini
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

Dear Mayor Santini:

Enclosed for execution by the City of Cartersville are three (3) contracts for Engineering Design for Airfield Drainage Improvements and Section 4(F) Evaluation Report. This project contains \$51,336.00 of federal funds and \$1,351.00 of state funds with a local share of the cost being \$1,351.14.

Please have all three contracts signed and sealed by the City. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit I) is now included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.

Return the contacts to: Georgia Department of Transportation
Division of Intermodal
600 W Peachtree St. NW
Atlanta, Georgia 30308

If you have any questions, please contact Katie Eleam, Aviation Project Manager, at (404) 631-1345.

Sincerely,

Nancy C. Cobb, Administrator
Division of Intermodal

NCC:kf
Enclosures

Item # 7

**AGREEMENT
FOR
AIRPORT ENGINEERING ASSISTANCE
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**One Georgia Center
600 W. Peachtree St., NW
Atlanta, Georgia**

And

City of Cartersville

**Project Number: AP013-9017-25(015) Bartow
PID – T004659**

Item # 7

This Agreement, entered into this _____ day of _____, 2013, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” and the City of Cartersville, hereinafter called the “SPONSOR”.

WHEREAS, the SPONSOR desires to accomplish the required engineering design to meet the anticipated demand for aviation services for the City of Cartersville; and

WHEREAS, this type of engineering design has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration (FAA) may desire to participate in such engineering design through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSOR has applied to the DEPARTMENT for financial assistance to accomplish the required engineering design to meet the anticipated demand for aviation services for the City of Cartersville.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I

SCOPE AND PROCEDURE

The SPONSOR shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the "PROJECT", which is attached hereto and made a part hereof the same as if fully set out herein, and for such work the DEPARTMENT shall compensate the SPONSOR in the amount and fashion as required by the pertinent provisions set out below.

ARTICLE II

AUTHORIZATION AND APPROVAL

The SPONSOR shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSOR receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the DEPARTMENT is reached or until August 31, 2015, whichever comes first.

ARTICLE III

COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant federal, state, and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure that contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the DEPARTMENT shall have the right to rescind this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Item # 7

ARTICLE IV

SUBCONTRACT AND EMPLOYMENT RESTRICTIONS

Before subcontracting for any of the work required to be performed by the SPONSOR under this Agreement, the SPONSOR shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSOR under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE V

REVIEW OF WORK

The SPONSOR shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT (Exhibit A) performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSOR. The SPONSOR shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSOR shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

ARTICLE VI

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, the SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

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

To the extent allowed by law, the SPONSOR hereby indemnifies and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims,

damages, losses and expenses arising out of the SPONSOR's negligent acts, errors or omissions in the performance of its professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

**ARTICLE VII
INSURANCE**

Prior to beginning the work, the SPONSOR and any subcontractor or consultant shall obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance or proof of acceptable self insurance.

- 1) Workman's Compensation Insurance in accordance with the laws of the State of Georgia.
- 2) Public Liability Insurance in an amount no less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- 3) Property Damage Insurance in an amount not less than fifty thousand dollars (\$50,000) on an account of any one occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- 4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of this Agreement.

**ARTICLE VIII
COMPENSATION**

The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT, as defined in Exhibit B, shall not exceed FIFTY-FOUR THOUSAND THIRTY-EIGHT and 14/100 Dollars (\$54,038.14).

The DEPARTMENT'S participation in the PROJECT shall be limited to FIFTY-TWO THOUSAND SIX HUNDRED EIGHTY-SEVEN and 00/100 Dollars (\$52,687.00) which includes state funds in the amount of ONE THOUSAND THREE HUNDRED FIFTY-ONE and 00/100 Dollars (\$1,351.00) and federal funds in the amount of FIFTY-ONE THOUSAND THREE HUNDRED THIRTY-SIX and 00/100 Dollars (\$51,336.00) for the PROJECT as

summarized in Exhibit B. However, if the sum total of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay 97.5% of the actual Project cost as verified from the records of the SPONSOR. It is further understood the sponsor's local share of the project is in the amount of ONE THOUSAND THREE HUNDRED FIFTY-ONE and 14/100 Dollars (\$1,351.14).

**ARTICLE IX
PARTIAL PAYMENT**

Upon review and acceptance by the DEPARTMENT of the PROJECT status report which establishes a minimum fifty percent (50%) completion of the entire PROJECT, the SPONSOR may submit one request for partial payment. The request for payment shall be submitted to the DEPARTMENT by itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT status report described above. Partial payment will be made in an amount earned. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

**ARTICLE X
FINAL PAYMENT**

It is further agreed that after completion of the work, the SPONSOR shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSOR specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSOR a sum equal to the amount of compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSOR. The DEPARTMENT's approval will be withheld only upon good and valid cause being shown.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

ARTICLE XI

MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the project and shall make such material available at all reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSOR agrees that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XII

TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

ARTICLE XIII

PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that if any information concerning the PROJECT, its conduct, results or data gathered or processed should be released by the SPONSOR without prior approval from the DEPARTMENT, the release of the same shall constitute grounds for termination of this Agreement without indemnity to the SPONSOR; but should any such information be released by the DEPARTMENT, or by the SPONSOR with such prior written approval, the same shall be regarded as public information and no longer subject to the restriction of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A., the restrictions and penalties set forth herein shall not apply. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents.

**ARTICLE XIV
SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

**ARTICLE XV
CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVI

COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 through 45-10-28 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.

B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in Exhibit C of this Agreement.

C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit D of this Agreement.

D. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, related to the "Georgia Security and Immigration Compliance Act" have been complied with in full, as stated in Exhibit I of this Agreement.

E. Exhibits D through I are attached hereto and incorporated herein by reference.

F. IT IS FURTHER AGREED that if federal funds are included in the PROJECT, the SPONSOR shall comply and shall require its subcontractors to comply with the "TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS", dated April 13, 2012. A copy of the compliance document is available from the DEPARTMENT'S Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

Item # 7

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION:

CITY OF CARTERSVILLE:

Commissioner (Seal)

(Seal)

Print Name

ATTEST: _____
Treasurer

BY: _____
Title

Signed, Sealed and Delivered this
_____ day of _____, 20__.

IN THE PRESENCE OF:

Witness

Notary Public

Federal Employment Identification

Number: _____

Item # 7

STATE OF GEORGIA

(Political Subdivision)

BE IT RESOLVED by _____ and it is hereby resolved, that an agreement, relative to airport engineering for _____ with the Department of Transportation, State of Georgia and that the Honorable _____, as _____ is hereby authorized and directed to execute the same for and on behalf of the _____
(Political Subdivision)

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

ATTEST

Clerk of (Political Subdivision)

Contracting Official & Title

STATE OF GEORGIA

(Political Subdivision)

do hereby certify that I am custodian of the books and records of _____, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the _____ on the date indicated above.

Witness by hand and official signature this _____ day of _____, 20__.

Clerk of (Political Subdivision)

**Cartersville – Bartow County Airport
Cartersville, GA**

EXHIBIT A

SCOPE OF WORK

**GDOT Project Number: AP013-9017-25(015) Bartow
PID-T004659**

**PRELIMINARY ENGINEERING DESIGN FOR AIRFIELD DRAINAGE
IMPROVEMENTS AND SECTION 4(F) EVALUATION REPORT**

Item # 7

The City of Cartersville will provide preliminary engineering design services for the following construction project at the Cartersville – Bartow County Airport: Airfield Drainage Improvements to accommodate storm water discharged from Old Alabama Road. The preliminary design will be 30 percent complete and include the survey work, plans, and coordination to incorporate the Airfield Drainage Improvements project into the Environmental Assessment.

In conjunction with the Environmental Assessment in AP011-9017-24(015), the City will also perform a section 4(f) evaluation for two parcels in the ultimate Runway Protection Zone that have been identified as potential historic properties, denoted as Parcels 0055-1019-009 and 0055-1019-004.

These services will include the following elements of work:

- **Element 1 – Project Formulation** shall include the preparation of work scope, fees, predesign/scoping meeting with GDOT and funding assistance.
- **Element 2 – Survey Work** shall include the field investigation and data collection associated with the preliminary design and incorporation of the drainage improvements into the Environmental Assessment.
- **Element 3 – Construction Plans** will consist of three plan and profiles associated with the 30 percent preliminary design.
- **Element 4 - Coordination, Review and Comments** will be addressed after the 30 percent submittal to GDOT.
- **Element 5 – Section 4(F) Evaluation Report** will be completed in conjunction with the Environmental Assessment.

This project will be designed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13 Change 15. All construction details will conform to FAA specifications. All required environmental documentation for the proposed development will be accomplished in accordance with the National Environmental Policy Act (NEPA) of 1969, 40 CFR Parts 1500 – 1508 Council on Environmental Quality (CEQ), Federal Aviation Administration (FAA) National Environmental Policy Act Implementing Instructions for

Airport Actions Order 5050.4B and Environmental Impacts: Policies and Procedures FAA Order 1050.1E.

Deliverables will consist of: one (1) set of 30% complete Construction Plans to GDOT for review and comment. The Airfield Drainage Improvements project and 4(F) Evaluation Report will be incorporated in the Environmental Assessment.

Item # 7

**Cartersville - Bartow County Airport
Cartersville, GA**

**EXHIBIT B
SCHEDULE OF PAYMENTS**

GDOT PROJECT NUMBER: AP013-9017-25(015) Bartow
PID-T004659

**PRELIMINARY ENGINEERING DESIGN FOR AIRFIELD DRAINAGE
IMPROVEMENTS AND SECTION 4(F) EVALUATION REPORT**

| ELEMENT | DESCRIPTION | TOTAL COST | FEDERAL FUNDS | % | STATE FUNDS | % |
|----------------|------------------------------------|---------------------|----------------------|----------|--------------------|----------|
| 1 | PROJECT FORMULATION | \$ 8,667.84 | \$ 8,234.45 | 95% | \$ 216.74 | 2.5% |
| 2 | SURVEY WORK | \$ 2,419.52 | \$ 2,298.54 | 95% | \$ 60.49 | 2.5% |
| 3 | CONSTRUCTION PLANS | \$ 26,003.52 | \$ 24,703.34 | 95% | \$ 650.09 | 2.5% |
| 4 | COORDINATION, REVIEW, and COMMENTS | \$ 1,949.76 | \$ 1,852.27 | 95% | \$ 48.74 | 2.5% |
| 5 | SECTION 4(F) EVALUATION REPORT | \$ 14,997.50 | \$ 14,247.39 | 95% | \$ 374.94 | 2.5% |
| | ENGINEERING TOTAL COST | \$ 54,038.14 | \$ 51,336.00 | | \$ 1,351.00 | |

| | | | | <u>Fund Source</u> | |
|---|----|------------------|--------------------|--------------------|-------|
| Total Maximum State and Federal Funds this Contract: | \$ | 51,336.00 | FY10B Federal | | 22123 |
| | \$ | 1,351.00 | FY13 State | | 01873 |
| | \$ | <u>52,687.00</u> | Total Funds | | |

EXHIBIT C

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration a appropriate, and shall set forth what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

Item # 7

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Item # 7

EXHIBIT D

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Item # 7

Date

Signature

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the firm of _____ whose address is _____ . I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

Item # 7

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

Item # 7

Date

Signature

EXHIBIT F

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Item # 7

Date

Commissioner, Georgia Department of Transportation

EXHIBIT G

**PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS**

Item # 7

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one ore more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ (SEAL)

 Date Signature

Instructions for Appendix G Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix C.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

Item # 7

EXHIBIT H

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Item # 7

Date

Signature

EXHIBIT H

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: City of Cartersville

Contract No. and Name: T004659/AP013-9017-25(015)

Design for Airfield Drainage Improvements and Section 4(F) Eval Report

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

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

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

Item # 7

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM

Amendment to Intergovernmental Agreement Dated 4-11-07

| | |
|---|---|
| SubCategory: | Contracts/Agreements |
| Department Name: | Finance |
| Department Summary Recommendation: | <p>In April 11, 2007, an intergovernmental agreement was signed with Bartow County that spelled out the SPLOST 2007 projects for the City. Item "E" in the attachment "R" was incorrectly stated as "Acquire property and rebuild Fire Headquarters and Station #3". It should have been stated as "Acquire property and rebuild Fire Headquarters and Stations". The error was found in the recent audit by the auditors who asked that the verbiage be amended. The other municipalities along with the County will also be approving the amendment as presented. I recommend approval of the amendment to the original intergovernmental agreement dated April 11, 2007.</p> |
| City Manager's Remarks: | Your approval of this item is recommended. |
| Financial/Budget Certification: | N/A |
| Legal: | |
| Associated Information: | |

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
UNDER O.C.G.A § 48-8-110 ET. SEQ.**

This **AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED APRIL 11, 2007** between **BARTOW COUNTY, GEORGIA**, a body politic and a subdivision of the State of Georgia (herein referred to as the “County”), and the **CITIES OF ADAIRSVILLE, CARTERSVILLE, EMERSON, EUHARLEE, KINGSTON, AND WHITE, GEORGIA**, municipal corporations of the State of Georgia (herein referred to sometimes as “Municipalities” and sometimes by their respective municipal names; is entered into and effective as of the ____ day of _____, 2013.

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Georgia under the laws and Constitution of the State of Georgia with full power to enter into contacts and agreements with other political entities; and

WHEREAS, the City of Adairsville (“Adairsville”) is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Cartersville (“Cartersville”) is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Emerson (“Emerson”) is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Euharlee (“Euharlee”) is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Kingston (“Kingston”) is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of White (“White”) is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the Municipalities of Adairsville, Cartersville, Emerson, Euharlee, Kingston and White (hereinafter collectively referred to as the (“Municipalities”) are empowered and authorized to enter into intergovernmental contracts and agreements with the County; and

WHEREAS, the City of Cartersville on Attachment “R” to the **INTERGOVERNMENTAL AGREEMENT DATED APRIL 11, 2007** listed Item E. as follows:

“E. Acquire property and rebuild Fire Headquarters and Station #3”;

WHEREAS, Item E. to Attachment “R” should have read “Acquire property and rebuild Fire Headquarters and Stations”;

WHEREAS, the auditors for the City of Cartersville noticed this discrepancy and have requested that the City of Cartersville have Attachment “R” amended as indicated above;

WHEREAS, the County and other Municipalities agree to said amendment;

WHEREAS, the County and the above named Municipalities deem it appropriate to enter into this **AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED APRIL 11, 2007** to correct the error on Attachment “R” as detailed herein; and

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and in accordance with Article IX, Sect. III, Para. 1 of the Constitution of the State of Georgia,

IT IS HEREBY AGREED AS FOLLOWS:

1. That Attachment “R” to the **INTERGOVERNMENTAL AGREEMENT DATED APRIL 11, 2007** is to be hereby amended by deleting Item E. in its entirety and replacing it with the following:

“E. Acquire Property and rebuild Fire Headquarters and Stations.”

2. The previous Attachment “R” is attached to and included herein by reference as Exhibit “A”, and the revised Attachment “R” is attached to and included herein by reference as Exhibit “B”.

3. There are to be no other changes or amendment to Attachment “R” except those specifically detailed herein.

This **AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED APRIL 11, 2007** is duly adopted and approved by the County and Municipalities as indicated on the following pages.

THIS AMEMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

dated April 11, 2007 has been duly adopted by the City Council of the City of Adairsville,
Georgia on this _____ day of _____, 2013.

CITY OF ADAIRSVILLE

By: _____
MAYOR

ATTEST:

_____, CLERK

SIGNATURES CONTINUED ON NEXT PAGE

THIS AMEMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

dated April 11, 2007 has been duly adopted by the City Council of the City of Cartersville, Georgia on this _____ day of _____, 2013.

CITY OF CARTERSVILLE

By: _____
MAYOR

ATTEST:

_____, CLERK

SIGNATURES CONTINUED ON NEXT PAGE

THIS AMEMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

dated April 11, 2007 has been duly adopted by the City Council of the City of Emerson, Georgia
on this _____ day of _____, 2013.

CITY OF EMERSON

By: _____
MAYOR

ATTEST:

_____, CLERK

SIGNATURES CONTINUED ON NEXT PAGE

THIS AMEMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
dated April 11, 2007 has been duly adopted by the City Council of the City of Euharlee, Georgia
on this _____ day of _____, 2013.

CITY OF EUHARLEE

By: _____
MAYOR

ATTEST:

_____, CLERK

SIGNATURES CONTINUED ON NEXT PAGE

THIS AMEMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

dated April 11, 2007 has been duly adopted by the City Council of the City of Kingston, Georgia
on this _____ day of _____, 2013.

CITY OF KINGSTON

By: _____
MAYOR

ATTEST:

_____, CLERK

SIGNATURES CONTINUED ON NEXT PAGE

THIS AMEMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

dated April 11, 2007 has been duly adopted by the City Council of the City of White, Georgia on this ____ day of _____, 2013.

CITY OF WHITE

By: _____
MAYOR

ATTEST:

_____, CLERK

SIGNATURES CONTINUED ON NEXT PAGE

THIS AMEMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
dated April 11, 2007 has been duly adopted by the Commissioner of Bartow County, Georgia on
this ____ day of _____, 2013.

BARTOW COUNTY, GEORGIA

By: _____
STEVE TAYLOR, COMMISSIONER

ATTEST:

KATHY GILL, CLERK

SIGNATURES CONTINUED ON NEXT PAGE

ATTACHMENT “R”**(Cartersville Miscellaneous Improvements: \$ 16,825,180)**

- A. North side Park Land (40-50 acres)
- B. Milam Farm Development – Festival area
- C. Main Street Overlay District Underground Project, Electric and Fiber
- D. Police Department Building
- E. Acquire property and rebuild Fire Headquarters and Station #3
- F. Aerial Photography Updates (2008) last updated 3/04
- G. Inclusion of water meters into GIS system
- H. Old Old Courthouse

EXHIBIT “A”

ATTACHMENT “R”**(Cartersville Miscellaneous Improvements: \$ 16,825,180)**

- A. North side Park Land (40-50 acres)
- B. Milam Farm Development – Festival area
- C. Main Street Overlay District Underground Project, Electric and Fiber
- D. Police Department Building
- E. Acquire property and rebuild Fire Headquarters and Stations
- F. Aerial Photography Updates (2008) last updated 3/04)
- G. Inclusion of water meters into GIS system
- H. Old Old Courthouse

EXHIBIT “B”



City of Cartersville

**City Council Meeting
4/4/2013 7:00:00 PM**

Amendment to the Fiscal Year 2012-13 Budget Ordinance

| | |
|---|---|
| SubCategory: | Second Reading of Ordinances |
| Department Name: | Finance |
| Department Summary Recommendation: | <p>Several months ago, the need for a budget amendment was mentioned as the DDA was added to the city as a department. Also, several meetings ago, I mentioned that there was a need for the remaining funds of the Impact Fee Fund to be spent in this current fiscal year. Attached is a budget amendment for both of these changes.</p> <p>First, the budget of the Impact Fee Fund is amended to represent the remaining funds of \$153,668.73 being appropriated to several funds. The breakdown of this is as follows:</p> <ul style="list-style-type: none"> • The general fund is amended by \$36,935.21 (\$20,025.88 being spent in administration; • An additional \$7,475.74 for the fire truck purchase in FY 2011; • An additional \$9,433.59 for the recreational trails completed in FY 2011; • SPLOST 2003 is amended by \$31,039.18 for the cost of the ongoing Douthit Ferry Road widening; • SPLOST 2007 is amended by \$85,694.34 for the new police headquarters completed in FY 2013. <p>All of these projects were listed in the original Impact Fee Fund documentation and are still considered as eligible projects for use of these funds.</p> <p>Next, the DDA will be shown as a separate department within the General Fund. With this being done, the General Fund budget will need to be amended as shown. The budget for the DDA was presented to the Council back in August of 2012 and, at that time, the Council was advised that a budget amendment would be forthcoming. As a result, the General Fund revenues were increased by a total of \$100,500 of which \$19,000 is shown as direct sources associated with the DDA operations. This leaves \$81,500 of additional revenues added to the budget. In the FY 2013 budget, \$55,000 of the DDA expenses were budgeted in the legislative area of the budget with the remaining \$30,000 budgeted in the Motor Vehicle Rental Tax Fund. The amendment shows a</p> |

| | |
|---|--|
| | <p>transfer of \$30,000 from the Motor Vehicle Rental Tax Fund into the General Fund to recoup the expenses of the addition of the new DDA department. \$7,500 is additional revenues from the lease pool reimbursements while the remaining \$44,000 was added to the municipal court fines and fees. The total budgeted amount of expenses for the DDA amounts to \$155,500 and is presented by line item (the breakdown by type is \$83,195 for personnel expenses, \$64,805 for operating expenses, and \$7,500 for capital expenses).</p> |
| <p>City Manager's Remarks:</p> | <p>Your approval of this item is recommended.</p> |
| <p>Financial/Budget Certification:</p> | <p>Budget amendment is needed for the Impact Fee Fund and the incorporation of the DDA as a department of the General Fund.</p> |
| <p>Legal:</p> | |
| <p>Associated Information:</p> | |

**Ordinance of the
City of Cartersville, Georgia**

Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2012 - 2013 budget amendment to the Impact Fee Fund.

**Budget Amendment Report
Fiscal Year 2012 - 2013**

Department: Impact Fees

| Acct No- | Description | 2012-13 Approved Budget | Amendments | 2012-13 Amended Budget |
|------------------------|-------------------------------------|-------------------------------|-------------------|------------------------------|
| <u>REVENUES</u> | | | | |
| | Prior Year Carryover | 150,000 | 153,668.73 | 303,668.73 |
| | Total Revenues - Impact Fees | 150,000 | 153,668.73 | 303,668.73 |
| <u>Expenses</u> | | | | |
| | Expense | | | |
| 271-6120-52-1200 | Administration | | 20,025.88 | 20,025.88 |
| 271-6120-54-2500 | Fire Protection | 110,000 | 7,475.74 | 117,475.74 |
| 271-6120-54-2501 | Police | | 85,694.34 | 85,694.34 |
| 271-6120-54-2502 | Parks & Recreation | 40,000 | 9,433.59 | 49,433.59 |
| 271-6120-54-2503 | Roads | | 31,039.18 | 31,039.18 |
| | Total Expenses - Impact Fees | 150,000 | 153,668.73 | 303,668.73 |

**Department: General Fund, SPLOST 2003 Fund, and
SPLOST 2007 Fund**

| Acct No- | Description | 2012-13 Approved Budget | Amendments | 2012-13 Amended Budget |
|------------------------|-------------------------------|-------------------------------|-------------------|------------------------------|
| <u>REVENUES</u> | | | | |
| 100-1000-39-1009 | Transfer from Impact Fee Fund | 150,000 | 36,935.21 | 186,935.21 |
| 321-9100-39-1009 | Transfer from Impact Fee Fund | 0 | 31,039.18 | 31,039.18 |
| 322-9300-39-1009 | Transfer from Impact Fee Fund | 0 | 85,694.34 | 85,694.34 |
| | Total Revenues | 150,000 | 153,668.73 | 303,668.73 |
| <u>Expenses</u> | | | | |
| | Expenses | | | |
| 100-1300-52-1300 | Other Professional Services | 15,000 | 20,025.88 | 27,025.88 |
| 100-2400-54-2200 | Vehicles | 0 | 7,475.74 | 7,475.74 |
| 100-5100-54-3100 | Pettit Creek Trail Phase II | 0 | 9,433.59 | 9,433.59 |
| 321-9100-54-1601 | Douthit Multi-Lane | 250,000 | 31,039.18 | 281,039.18 |
| 322-9300-54-1627 | Police/Fire Joint Station | 3,500,000 | 85,694.34 | 3,585,694.34 |
| | Total Expenses | 3,765,000 | 153,668.73 | 3,918,668.73 |

General Fund - Downtown Development Authority

| Account Number | | 2012-13 Approved Budget | Amendments | 2012-13 Amended Budget |
|--------------------------------|--------------------------------------|-------------------------------|----------------|------------------------------|
| Revenues | | | | |
| 100-1000-38-3008 | DDA Admin Fee-15% BID Funds | 0 | 1,500 | 1,500 |
| 100-1000-38-3009 | DDA Special Events Sponsorship | 0 | 8,000 | 8,000 |
| 100-1000-38-3010 | DDA - Concession Income | 0 | 1,500 | 1,500 |
| 100-1000-38-3011 | DDA Bartow County Contribution | 0 | 8,000 | 8,000 |
| 100-1000-35-1160 | Fine & Forfeitures | 779,000 | 44,000 | 823,000 |
| 100-1000-39-3700 | Proceeds from Capital Leases | 236,760 | 7,500 | 244,260 |
| 100-1000-39-1012 | Operating Trans In-Motor Vehicle Tax | 0 | 30,000 | 30,000 |
| Total Revenues | | 1,015,760 | 100,500 | 1,116,260 |
| Personnel Expenses | | | | |
| 100-6110-51-1100 | Regular Salaries | 0 | 44,535 | 44,535 |
| 100-6110-51-1101 | Salaries-Part Time Employees | 0 | 20,285 | 20,285 |
| 100-6110-51-2100 | Health & Dental Insurance | 0 | 7,025 | 7,025 |
| 100-6110-51-2120 | Life & Disability Insurance | 0 | 340 | 340 |
| 100-6110-51-2200 | Social Security Contributions | 0 | 4,960 | 4,960 |
| 100-6110-51-2300 | Retirement Contributions | 0 | 3,000 | 3,000 |
| 100-6110-51-2500 | Unemployment Insurance | 0 | 3,000 | 3,000 |
| 100-6110-51-2600 | Worker's Compensation Insurance | 0 | 50 | 50 |
| Total Personnel Expense | | 0 | 83,195 | 83,195 |
| Operating Expenses | | | | |
| 100-6110-52-1200 | Professional Services | 0 | 7,500 | 7,500 |
| 100-6110-52-1300 | Other Professional Services | 0 | 15,000 | 15,000 |
| 100-6110-52-1301 | Prof. Services-GIS Mapping | 0 | 500 | 500 |
| 100-6110-52-2100 | Utilities | 0 | 3,000 | 3,000 |
| 100-6110-52-2210 | Uniform/Clothing Allowance | 0 | 250 | 250 |
| 100-6110-52-2310 | Maintenance - Office Equipment | 0 | 2,500 | 2,500 |
| 100-6110-52-2320 | Maintenance - Computer | 0 | 300 | 300 |
| 100-6110-52-2330 | Maintenance - Software | 0 | 300 | 300 |
| 100-6110-52-2340 | Maintenance - Building & Grounds | 0 | 500 | 500 |
| 100-6110-52-2350 | Maintenance - Heating & A/C | 0 | 300 | 300 |
| 100-6110-52-2410 | Equipment Lease | 0 | 5,000 | 5,000 |
| 100-6110-52-3210 | Communication-Phones & Cellular | 0 | 7,640 | 7,640 |
| 100-6110-52-3300 | Advertising | 0 | 5,000 | 5,000 |
| 100-6110-52-3400 | Postage | 0 | 1,000 | 1,000 |
| 100-6110-52-3510 | Travel & Related Expenses | 0 | 1,250 | 1,250 |
| 100-6110-52-3520 | Convention & Seminar Registration | 0 | 1,500 | 1,500 |
| 100-6110-52-3530 | Employee Training | 0 | 1,500 | 1,500 |
| 100-6110-53-1110 | Office Equipment & Supplies | 0 | 750 | 750 |
| 100-6110-53-1111 | Minor Equipment & Office Machinery | 0 | 1,500 | 1,500 |

| | | | | |
|---------------------------|--------------------------------------|---------------|----------------|----------------|
| 100-6110-53-1120 | Minor Computer Supplies | 0 | 1,000 | 1,000 |
| 100-6110-53-1122 | Computer Equipment & Software | 0 | 2,365 | 2,365 |
| 100-6110-53-1130 | Minor Equipment & Supplies | 0 | 1,000 | 1,000 |
| 100-6110-53-1134 | Special Events Expense | 0 | 1,000 | 1,000 |
| 100-6110-53-1135 | Concession Stand Supplies | 0 | 1,500 | 1,500 |
| 100-6110-53-1140 | Janitorial Supplies | 0 | 500 | 500 |
| 100-6110-53-1260 | Fuel Expense | 0 | 250 | 250 |
| 100-6110-53-1400 | Memberships & Subscriptions | 0 | 1,750 | 1,750 |
| 100-6110-58-2150 | Lease Pool Payment-Interest | 0 | 150 | 150 |
| | Total Operating Expenses | 0 | 64,805 | 64,805 |
| Capital Outlay Exp | | | | |
| 100-6110-54-2300 | Office Furniture & Equipment - Major | 0 | 7,500 | 7,500 |
| | Total Capital Outlay Expenses | 0 | 7,500 | 7,500 |
| | Total DDA Expenses | 0 | 155,500 | 155,500 |
| Other Expenses | | | | |
| 100-1100-57-1070 | DDA Exp | 55,000 | (55,000) | 0 |
| 280-1150-57-1070 | DDA Exp-Motor Vehicle Tax Fund | 30,000 | (30,000) | 0 |
| 280-1150-61-1100 | Transfer to General Fund | 0 | 30,000 | 30,000 |
| | Total Expenses | 85,000 | 100,500 | 185,500 |

Net impact on the general fund budget is \$51,500 to incorporate the DDA budget of \$155,500

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 21st day of March 2013. First Reading.

ADOPTED, this day of April 2013. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM

File T1301 Text Amendment to add definitions to the Zoning Ordinance

| | |
|---|---|
| SubCategory: | Public Hearing - 2nd Reading of Zoning/Annexation Requests |
| Department Name: | Planning and Development |
| Department Summary Recommendation: | <p>Text Amendment T13-01 is an application to amend the definitions section of the Zoning Ordinance. Brooke Hodge, owner of Willow Day Spa, which is currently located in the Under the Bridge section of downtown, is the applicant. As part of her service establishment, Ms. Hodge would like to pursue the option of offering permanent makeup, also known as cosmetic tattooing, as part of the services that her staff provides. Currently, there are no definitions of tattoo parlors and piercing parlors. City staff has researched definitions from state governments and health departments for this information, and has worked with Ms. Hodge. The goal of adding these definitions, as well as defining permanent makeup, is to allow cosmetic tattooing while still limiting traditional tattooing and piercing. Planning Commission recommended approval.</p> |
| City Manager's Remarks: | Your approval of this item is recommended. |
| Financial/Budget Certification: | |
| Legal: | City Attorney has reviewed document and attended the Planning Commission meeting |
| Associated Information: | |

MEMO

To: Mayor & City Council
 From: Randy Mannino and Richard Osborne
 Date: March 13, 2013
 Re: Text Amendment T13-01

Text Amendment T13-01 is an application to amend the definitions section of the Zoning Ordinance. Brooke Hodge, owner of Willow Day Spa, which is currently located in the Under the Bridge section of downtown, is the applicant. As part of her service establishment, Ms. Hodge would like to pursue the option of offering permanent makeup, also known as cosmetic tattooing, as part of the services that her staff provides. Currently, there are no definitions of tattoo parlors and piercing parlors. City staff has researched definitions from state governments and health departments for this information, and has worked with Ms. Hodge. The goal of adding these definitions, as well as defining permanent makeup, is to allow cosmetic tattooing while still limiting traditional tattooing and piercing. Planning Commission recommended approval.

The definitions proposed to be added to the Zoning Ordinance are the following:

Permanent makeup is synonymous with cosmetic tattooing and includes the application of permanent eyeliner, eyebrows, full lip color, re-pigmentation or camouflage using tattooing techniques of placing pigments under the skin.

Piercing parlor is any place in which a fee is charged for the act of penetrating the skin to make a hole, mark, or scar, generally permanent in nature. Does not include the use of a mechanized, pre-sterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear or both.

Tattoo parlor is any place in which is offered or practiced the placing of designs, letters, scrolls, figures, symbols or any other marks upon or under the skin of any person with ink or any other substance, resulting in the permanent coloration of the skin, excluding permanent makeup (also known as cosmetic tattooing), by the aid of needles or any other instrument designed to touch or puncture the skin.

Tattoo Parlors Definition Research 2013

State of Indiana Official Code

- *Body piercer* means any person who performs body piercing on an individual.
- *Body piercing* means the perforation of any human body part other than ear lobe for the purpose of inserting jewelry or other decoration or for some other nonmedical purpose.
- *Tattoo*: indelible design, letter, scroll, figure, symbol, or other mark placed with the aid of needles or other instruments; or a design, letter, scroll, figure, or symbol done by scarring; upon or under the skin.

State of Kansas Official Code

- *Body piercer* means a person engaged in the practice of body piercing pursuant to this act.
- *Body piercing* means puncturing the skin of a person by aid of needles designed or used to puncture the skin for the purpose of inserting removable jewelry through the human

body, except puncturing the external part of the human earlobe shall not be included in this definition. This act shall not be construed to authorize a licensed body piercer to implant or embed foreign objects into the human body or otherwise to engage in the practice of medicine and surgery.

- *Body piercing establishment* means any room space, or any part thereof, where body piercing is practiced or where the business of body piercing is conducted.
- *Cosmetic tattooing* means the process by which the skin is marked or colored by insertion of nontoxic dyes or pigments into or under the subcutaneous portion of the skin, by use of a needle, so as to form indelible marks for cosmetic or figurative purposes.
- *Cosmetic tattooing establishment* means any room, space, or any part thereof, where cosmetic tattooing is practiced or where the business of cosmetic tattooing is conducted.
- *Tattoo artist* and *cosmetic tattoo artist* mean a person who practices tattooing or cosmetic tattooing or both pursuant to this act.
- *Tattooing* means the process by which the skin is marked or colored by insertion of nontoxic dyes or pigments by use of a needle into or under the subcutaneous portion of the skin so as to form indelible marks for cosmetic or figurative purposes.
- *Tattoo establishment* means any room or space or any part thereof where tattooing is practiced or where the business of tattooing is conducted.

Southern Nevada Health Department

- *Body art* includes body piercing, permanent makeup, tattoo, and tattoo camouflage.
- *Camouflage* is a method of disguising or concealing permanently blotchy or irregularly pigmented skin, acne scarring or other permanent skin irregularities by the use of blending pigments into the skin.
- *Medical professional* is a licensed, certified, or registered provider of health care such as a physician, physician assistant, osteopathic physician, advanced practitioner of nursing, registered nurse, podiatric physician, or a licensed hospital as the employer of any such person.
- *Permanent makeup* is synonymous with cosmetic tattooing and includes the application of permanent eyeliner, eyebrows, lip liner, full lip color, re-pigmentation or camouflage using tattooing techniques of placing pigments under the skin.
- *Permanent makeup establishment*: a place of business or other premises, whether or not operated for profit, where permanent makeup is applied, done, offered, sold or given whether advertising as a “parlor,” “salon,” “permanent makeup,” “cosmetic tattooing,” “body art” or other description.
- *Tattoo* an indelible mark, figure or decorative design, fixed upon the body of a live human being by insertion of dyes or pigments into or under the skin.
- *Tattoo camouflage* means using tattooing methods to cover up, mask, or alter an existing tattoo so that it is either rendered less noticeable or takes on a different design, thereby obliterating the original design. Flesh-colored ink is often tattooed over the design to render it less visible. Tattoo camouflage is not tattoo removal. Using tattoo methods to insert saline is considered tattoo camouflage. Tattoo camouflage is an approved act. Tattoo removal is a prohibited act.
- *Tattoo establishment* a place of business or other premises, whether or not operated for profit, where tattoos are done, offered, sold or given whether advertising as a “tattoo parlor”, “tattoo salon”, “body jewelry” or other description.
- *Tattoo removal* means using any method or substance to remove tattoo ink from the human body. Legitimate methods include laser treatments by a licensed medical professional. Illegitimate, unapproved methods include using chemicals such as caustics

or medical devices in unapproved ways by individuals not licensed or qualified to administer such substances or procedures.

- *Tattoo remover* is any substance sold, applied, distributed, or otherwise made available to individuals for the purpose of removing tattoo ink from the human body.
- *Tattooing* is any method of placing a pigment or dye into or under the skin by the use of needles or any other instruments designed to puncture the skin.
- *Cosmetic tattooing* includes eyeliner, eyebrows, lip liner, full lip color, re-pigmentation or camouflage. It is also commonly known as “permanent makeup.”
- *Figurative or decorative tattooing* includes outlining or shading and the use of different sizes and configurations of needles to tattoo a design on a patron.

State of Virginia Official Code

- *Body-piercing salon* means any place in which a fee is charged for the act of penetrating the skin to make a hole, mark, or scar, generally permanent in nature. Does not include the use of a mechanized, pre-sterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear or both.
- *Master permanent cosmetic tattooer* means any person who for compensation practices permanent cosmetic tattooing known in the industry as advanced permanent cosmetic tattooing including but not limited to cheek blush, eye shadow, breast and scar repigmentation or camouflage.
- *Permanent cosmetic tattoo salon* means any place in which permanent cosmetic tattooing is offered or practiced for compensation.
- *Permanent cosmetic tattooer* means any person who for compensation practices permanent cosmetic tattooing known in the industry as basic permanent cosmetic tattooing including but not limited to eyebrows, eyeliners, lip coloring, lip liners, or full lips.
- *Permanent cosmetic tattooing*: placing marks upon or under the skin of a person with ink or another substance, resulting in permanent coloration of skin on the face, including but not limited to eyebrows, eyeliners, lip coloring, lip liners, full lips, cheek blush, eye shadow, and on the body for breast and scar repigmentation or camouflage; also known as permanent make-up or micropigmentation.
- *Permanent cosmetic tattooing instructor* means a person who has been certified by the board who meets the competency standards of the board as an instructor of permanent cosmetic tattooing.
- *Permanent cosmetic tattooing school* means a place or establishment licensed by the board to accept and train students and offers a permanent cosmetic tattooing curriculum approved by the board.
- *Tattoo parlor* any place in which is offered or practiced the placing of designs, letters, scrolls, figures, symbols or any other marks upon or under the skin of any person with ink or any other substance, resulting in the permanent coloration of the skin, including permanent make-up or permanent jewelry, by the aid of needles or any other instrument designed to touch or puncture the skin.

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 ZONING. ARTICLE II. INTERPRETATION AND DEFINITIONS. Section 2.2 Definitions is hereby amended by adding the following definitions to Section 2.2 as indicated herein:

1.

That Article II. Interpretations and Definitions, Section 2.2.16.P, is hereby amended by adding the following definitions:

Permanent makeup is synonymous with cosmetic tattooing and includes the application of permanent eyeliner, eyebrows, full lip color, re-pigmentation or camouflage using tattooing techniques of placing pigments under the skin.

Piercing parlor is any place in which a fee is charged for the act of penetrating the skin to make a hole, mark, or scar, generally permanent in nature. Does not include the use of a mechanized, pre-sterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear or both.

2.

That Article II. Interpretations and Definitions, Section 2.2.20.T, is hereby amended by adding the following definition:

Tattoo parlor is any place in which is offered or practiced the placing of designs, letters, scrolls, figures, symbols or any other marks upon or under the skin of any person with ink or any other substance, resulting in the permanent coloration of the skin, excluding permanent makeup (also known as cosmetic tattooing), by the aid of needles or any other instrument designed to touch or puncture the skin.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the --st day of March 2013.

ADOPTED this the --th day of April 2013. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM
Quit Claim Deed 30 Ann Circle

| | |
|---|---|
| SubCategory: | Other |
| Department Name: | Planning and Development |
| Department Summary Recommendation: | This item is needed to allow the release of a lien in the amount of \$10,000 for property at 30 Ann Circle in the Hamilton Township subdivision. This lien, recorded on March 26, 2008, was for the first-time homebuyers' forgivable loan program as part of a federal grant that the City received. The property owners have resided in the house for the required five (5) year period, and the loan may now be forgiven (lien released) by approval of Council. The |
| City Manager's Remarks: | Similar to other actions that Council has taken regarding our first time home buyers program, this one is recommended for your approval. |
| Financial/Budget Certification: | |
| Legal: | The City Attorney's office has reviewed the document |
| Associated Information: | |

After Recording Return To:
LSI - Team CS-100
Attn: Wells Fargo Team
700 Cherrington Parkway
Coraopolis PA 15108

Attachment number 1 \nPage 1

1212-1069
STATE OF GEORGIA
COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE made this 4th day of April, 2013 by and between

CITY OF CARTERSVILLE

party or parties of the first part, hereinafter referred to as "Grantor", and

BURNETTA D. GRIFFIN

party or parties of the second part hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor, has, and hereby does, grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee

All that tract or parcel of land lying and being in Land Lot 243 of the 4th District, 3rd Section Bartow County, Georgia, being Lot 15, Hamilton Township Subdivision, on that plat of survey by Daniel Trenholm Baker, Georgia Registered Land Surveyor No. 2327 recorded in Plat Book 49, Page 61 and 62, Bartow County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description.

Assessor's Parcel No: C116 0001 015 (30 Ann Circle)

This deed is given for the purpose of releasing the above-described property from the liens and effects of that certain Deed to Secure Debt from Grantee to Grantor, dated March 13, 2008, in the amount of \$10,000.00, filed for record on March 26, 2008 at 11:49 a.m., and recorded in Deed Book 2280, Page 908, Bartow County, Georgia Records.

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee, forever, in FEE SIMPLE.

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons whomsoever.

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

Signed, Sealed and Delivered in the presence of:

CITY OF CARTERSVILLE

After Recording Return To:
LSI - Team CS-100
Attn: Wells Fargo Team
700 Cherrington Parkway
Coraopolis PA 15108

Attachment number 1 \nPage 2

Intending to be bound, I have signed this 4th day of April, 2013.

City Clerk (SEAL)

(Unofficial Witness)

Name: _____ **Title:** (SEAL)

(Notary Public)



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM
Quit Claim Deed 119 Mercer Lane

| | |
|---|---|
| SubCategory: | Other |
| Department Name: | Planning and Development |
| Department Summary Recommendation: | This item is needed to allow the release of a lien in the amount of \$10,000 for property at 119 Mercer Lane in the Wingfoot Park subdivision. This lien, recorded on January 10, 2008, was for the first-time homebuyers' forgivable loan program as part of a federal grant that the City received. The property owners have resided in the house for the required five (5) year period, and the loan may now be forgiven (lien released) by approval of Council. |
| City Manager's Remarks: | Similar to other actions that Council has taken regarding our first time home buyers program, this one is recommended for your approval. |
| Financial/Budget Certification: | |
| Legal: | The City Attorney's office has reviewed the document and recommended that it be forwarded to Council. |
| Associated Information: | |

Return Recorded Document to:
F. LEE PERKINS, P.C.
327 E. MAIN ST.
CARTERSVILLE, GA 30120
File #

Attachment number 1 Page 1

STATE OF GEORGIA, COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, Made the ____ day of **April, 2013**, between **CITY OF CARTERSVILLE** of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **JILLIAN H. ARTHUR** of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Cartersville, being in Land Lot 233 of the 4th District and 3rd Section of Bartow County Georgia, and being LOT 6 , WINGFOOT PARK, PHASE ONE, as per plat recorded in Plat Book 61 page 127, Clerk's Office, Superior Court of Bartow County Georgia, to which plat reference is hereby made and incorporated herein.

Subject Property Address: 119 MERCER LANE, Cartersville, Georgia 30120
Parcel ID: C121-0001-006

THIS DEED IS GIVEN FOR THE PURPOSE OF RELEASING THE WITHIN DESCRIBED PROPERTY FROM THAT CERTAIN SECURITY DEED BETWEEN THE PARTIES HEREIN RECORDED JAN. 10, 2008, IN DEED BOOK 2262, PAGE 978, BARTOW COUNTY, GEORGIA, LAND RECORDS.

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

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

CITY OF CARTERSVILLE

Signed, sealed and delivered in the presence of:

(Unofficial witness)

BY: (Seal)

(Notary Public)

By: (Seal)

Item # 12



City of Cartersville

City Council Meeting
4/4/2013 7:00:00 PM
Water Treatment Plant Filter Rehab Project

| | |
|---|---|
| SubCategory: | Engineering Services |
| Department Name: | Water Department |
| Department Summary Recommendation: | <p>MEMO TO: Sam Grove FROM: Jim Stafford DATE: March 25, 2013 SUBJECT: Proposal for Construction Engineering Services Water Treatment Plant Filter Rehab Project</p> <p>The Water Department has retained the firm of Wiedeman and Singleton, Inc. to provide Engineering Design Services for the Water Treatment Plant Filter Rehab Project. Design work has been completed and the project is in the process of being advertised for bids.</p> <p>The Water Department requests approval of an amendment to their existing contract to include Construction Engineering Services for the Filter Rehab Project.</p> <p>The proposal from Wiedeman and Singleton, Inc. is for an amount not to exceed \$69,010.00. This price is considered reasonable given the scope of the project. This project is budgeted and will be paid for with 2012 BOND funds. I recommend approval of this contract. Proper E-verify and SAVE documentation is attached.</p> |
| City Manager's Remarks: | Your approval of this item is recommended. |
| Financial/Budget Certification: | To be paid from 2012 Bond funds. |
| Legal: | |
| Associated Information: | E-verify and Save are attached. |

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

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

Harold F. Wiedeman

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

Wiedeman and Singleton, Inc.

[Name of business, corporation, partnership]

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

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

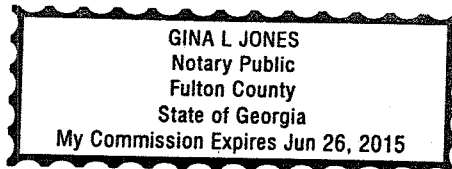
Harold F. Wiedeman 3-26-13
Signature of Applicant: Date

Harold F. Wiedeman 3-26-13
Printed Name: Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
26 DAY OF March, 2013

Mina J. Jones
Notary Public
My Commission Expires: June 26, 2015

*
Alien Registration number for non-citizens



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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

226499
EEV/Basic Pilot Program* User Identification Number

Harold F. Wiedeman
BY: Authorized Officer or Agent
(Contractor Name)

3-26-13
Date

Wiedeman & Singleton, Inc.
~~Vice President~~
Contractor/Entity Name

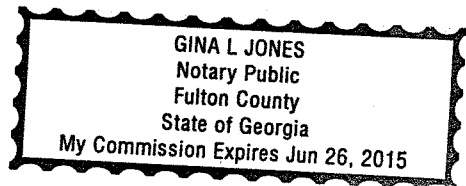
Vice President
Title of Authorized Officer or Agent of Contractor

1789 Peachtree Street, Atlanta, GA 30309
Contractor Address

Harold F. Wiedeman
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
26 DAY OF March, 2013

Gina L Jones
Notary Public
My Commission Expires:
June 26, 2015



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



City of Cartersville

**City Council Meeting
4/4/2013 7:00:00 PM
No-Lead Brass / Inventory Restock**

| | | | | | | | | | |
|---|--|-----------|--------------|---------------------|--------------|-------------------|--------------|-------------------|-----------|
| SubCategory: | Bid Award/Purchases | | | | | | | | |
| Department Name: | Water Department | | | | | | | | |
| Department Summary Recommendation: | <p>Memo</p> <p>To: Sam Grove</p> <p>From: Jim Stafford</p> <p>Date: 3/26/13</p> <p>Subject: No-Lead Brass / Inventory Restock</p> <p>Bids were accepted for materials to restock inventory and “pre-purchase” no-lead brass in advance of the January 4, 2014 compliance deadline (more info on this below). Bids were as follows:</p> <table border="0"> <tr> <td>HD Supply</td> <td align="right">\$ 35,297.67</td> </tr> <tr> <td>Ferguson Waterworks</td> <td align="right">\$ 36,582.42</td> </tr> <tr> <td>Kendall Municipal</td> <td align="right">\$ 36,630.19</td> </tr> <tr> <td>Consolidated Pipe</td> <td align="right">\$ NO BID</td> </tr> </table> <p>I recommend purchase of materials from HD Supply at a cost of \$35,297.67. This is a budgeted item. All E-verify and Save documentation information is in hand.</p> <p>No-lead Brass Background Info:</p> <p>Beginning in January of 2014, standard 85-5-5-5 alloy brass will no longer be allowed for direct contact with potable water. This means that all water systems nationwide will have to change their entire brass stock or be in violation of the law. This change has not been</p> | HD Supply | \$ 35,297.67 | Ferguson Waterworks | \$ 36,582.42 | Kendall Municipal | \$ 36,630.19 | Consolidated Pipe | \$ NO BID |
| HD Supply | \$ 35,297.67 | | | | | | | | |
| Ferguson Waterworks | \$ 36,582.42 | | | | | | | | |
| Kendall Municipal | \$ 36,630.19 | | | | | | | | |
| Consolidated Pipe | \$ NO BID | | | | | | | | |

widely publicized and many agencies are just now learning about the change through their vendors.

We have been warned by our brass manufacturer (Ford) that long delays in order fulfillment are expected due to agencies waiting until the last minute to convert from the traditional brass alloy to the no-lead allow. We have been purchasing no-lead brass as restock items since last year. This order will complete our building of new brass inventory which will help us bridge the “rush” for the new brass at the end of the year. The link below gives a thorough background on the legislation or you can Google “no-lead brass deadline” and find copious amounts of information.

<http://www.waterworld.com/articles/print/volume-27/issue-8/departments/wasda/frequently-asked-questions-on-the-federal-lead-rule.html>

| | |
|--|---|
| City Manager's Remarks: | Your approval of this inventory restock is recommended. |
| Financial/Budget Certification: | This will be paid for from the budget. |
| Legal: | |
| Associated Information: | E-verify and Save are attached. |

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

53613
EEV/Basic Pilot Program* User Identification Number

William L. Trayham
BY: Authorized Officer or Agent
(Contractor Name)

1/31/13
Date

HD Supply Waterworks LTD Georgia District Manager
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

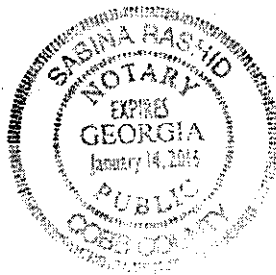
2111 Moon Station Drive Kennesaw, GA 30144
Contractor Address

William L. Trayham
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
31st DAY OF January, 2013

Sabrina Rasid
Notary Public

My Commission Expires: Jan 14, 2016



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

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

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

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

HD Supply Works
[Name of business, corporation, partnership]

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

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

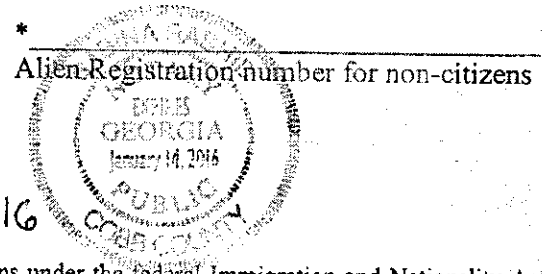
William L. Traynham 1/31/13
Signature of Applicant: Date

William L. TRAYNHAM 1/31/13
Printed Name: Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
31st DAY OF January, 2013

Saleina Rossi
Notary Public

My Commission Expires: Jan 14, 2016



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



City of Cartersville

W A T E R D E P A R T M E N T

REQUEST FOR QUOTATION

DUE DATE: MONDAY - 3/25/2013 @ 17:00

Requested by: BJ Job or Project: D&C Restock 1-2013

Company: _____

FORD BALL VALVES

| <u>Quantity</u> | <u>U of M</u> | <u>Material</u> | <u>Description/Part #</u> | |
|-----------------|---------------|-----------------|--|---------------|
| 24 | EACH | NL-BRASS | ½" Ball Valve - FIP x FIP - Ford B11-211WRNL | <u>26.25</u> |
| 56 | EACH | NL-BRASS | ¾" Ball Valve - FIP x FIP - Ford B11-233WRNL | <u>26.05</u> |
| 24 | EACH | NL-BRASS | ¾" Ball Valve - Yoke X FIP - Ford B91-233WRNL | <u>27.99</u> |
| 32 | EACH | NL-BRASS | 1" Ball Valve - FIP x FIP - Ford B11-344WRNL | <u>45.85</u> |
| 15 | EACH | NL-BRASS | 1" Ball Valve - Yoke X FIP - Ford B91-344WRNL | <u>48.95</u> |
| 15 | EACH | NL-BRASS | 1" Ball Valve - Yoke X PJ-CTS - Ford B94-344WRNL | <u>59.75</u> |
| 15 | EACH | NL-BRASS | 2" Ball Valve - FIP x FIP - Ford B11-777WR-NL | <u>183.75</u> |
| 8 | EACH | NL-BRASS | 2" Ball Valve - PJ-PVC x 1.5"½" FLG | <u>245.00</u> |
| | | | Ford BF73-777WR-Slotted-NL | |

FORD FITTINGS

| <u>Quantity</u> | <u>U of M</u> | <u>Material</u> | <u>Description/Part #</u> | |
|-----------------|---------------|-----------------|--|--------------|
| 12 | EACH | NL-BRASS | 2" 2-PT MIP x PJ-PVC - Ford C84-777GNL | <u>53.50</u> |
| 6 | EACH | NL-BRASS | 2" 2-PT FIP x PJ-CT - Ford C14-77GNL | <u>56.00</u> |
| 36 | EACH | NL-BRASS | 1" 3-PT CTS x CTS - Ford C44-44GNL | <u>15.85</u> |
| 56 | EACH | NL-BRASS | ¾" 3-PT CTS x CTS - Ford C44-33GNL | <u>13.75</u> |
| 28 | EACH | NL-BRASS | 1" 2-PT MIP x PJ-CTS - Ford C84-44GNL | <u>13.40</u> |
| 60 | EACH | NL-BRASS | ¾" 2-PT MIP x PJ-CTS - Ford C84-33GNL | <u>11.30</u> |
| 45 | EACH | NL-BRASS | ¾" Straight Coupling - Ford C45-33-GNL | <u>15.25</u> |
| 20 | EACH | NL-BRASS | 1" Straight Coupling - Ford C45-44-GNL | <u>20.45</u> |
| 50 | EACH | NL-BRASS | ¾" 2-PT FIP x PJ-CTS - Ford C14-33GNL | <u>11.90</u> |
| 100 | EACH | NL-BRASS | ¾" Expansion Wheel - Ford EC-23NL | <u>14.98</u> |
| 45 | EACH | NL-BRASS | 1" 2-PT FIP x PJ-CTS - Ford C14-44GNL | <u>16.15</u> |

| | | | | |
|----|------|----------|---|-------|
| 30 | EACH | NL-BRASS | 1" Dual Check (Yoke x FIP) – Ford HHS91-344NL | 51.79 |
| 20 | EACH | NL-BRASS | ¾" Straight Yoke Outlet – Ford C91-23NL | 6.25 |
| 20 | EACH | NL-BRASS | 1" Straight Yoke Outlet – Ford C91-44NL | 10.25 |
| 20 | EACH | NL-BRASS | ¾" Branch Piece – Ford U48-43-65NL | 31.15 |
| 20 | EACH | NL-BRASS | ½" Meter Cplg. (Short) – Ford C38-11-2NL | 6.45 |
| 20 | EACH | NL-BRASS | ½" Meter Cplg. (Long) – Ford C38-11-2.375NL | 6.49 |
| 20 | EACH | NL-BRASS | ¾" Meter Cplg. (Short) – Ford C38-23-2NL | 7.35 |
| 20 | EACH | NL-BRASS | ¾" Meter Cplg. (Long) – Ford C38-23-2.5NL | 7.35 |
| 10 | EACH | NL-BRASS | ¾" x ½" Meter Cplg. – Ford C38-21-2.375NL | 9.35 |
| 10 | EACH | NL-BRASS | 1" Meter Cplg. – Ford C38-44-2.625NL | 11.35 |
| 10 | EACH | NL-BRASS | 5/8"x3/4" TO 1" Meter Adaptor – Ford A24 | 14.69 |
| 20 | EACH | N/A | ¾" Yoke Bar – Ford Y502P | 9.10 |
| 10 | EACH | N/A | 1" Yoke Bar – Ford Y504P | 15.98 |

CHECK VALVES

| Quantity | U of M | Material | Description/Part # | |
|----------|--------|----------|--|--------|
| 10 | EACH | NL-BRASS | ¾" Dbl Check Valve w/BV and test cocks | 67.00 |
| 5 | EACH | NL-BRASS | 1" Dbl Check Valve w/BV and test cocks | 71.00 |
| 2 | EACH | NL-BRASS | 1.5" Dbl Check Valve w/BV and test cocks | 159.75 |
| 5 | EACH | NL-BRASS | 2" Dbl Check Valve w/BV and test cocks | 218.25 |

MISC BRASS FITTINGS

| Quantity | U of M | Material | Description/Part # | |
|----------|--------|----------|-----------------------------|-------|
| 50 | EACH | NL-BRASS | 1" x ¾" Hex Bushing | 2.15 |
| 25 | EACH | NL-BRASS | 1" 90 Deg Ell | 4.10 |
| 25 | EACH | NL-BRASS | ¾" Street Ell | 3.45 |
| 25 | EACH | NL-BRASS | ¾" Tee | 3.25 |
| 20 | EACH | NL-BRASS | 2" x 1" Hex Bushing | 8.35 |
| 10 | EACH | NL-BRASS | 2" Tee | 18.35 |
| 25 | EACH | NL-BRASS | 2" Square Head Plug | 6.15 |
| 25 | EACH | NL-BRASS | ¾" Square Head Plug | 15.50 |
| 30 | EACH | NL-BRASS | ¾" Gate Valve w/ Hand Wheel | 4.45 |

| | | | | |
|----|------|----------|-------------------|--------------|
| 25 | EACH | NL-BRASS | 2" Close Nipple | <u>6.35</u> |
| 20 | EACH | NL-BRASS | 1.5" Close Nipple | <u>4.15</u> |
| 20 | EACH | NL-BRASS | 1.5" x 6" Nipple | <u>11.85</u> |

METER BOXES

| <u>Quantity</u> | <u>U of M</u> | <u>Material</u> | <u>Description/Part #</u> | |
|-----------------|---------------|-----------------|--|--------------|
| 20 | EACH | PLASTIC | 10" Turf Box w/ lid | <u>7.55</u> |
| 30 | EACH | PLASTIC | 6" Turf Box w/lid | <u>2.15</u> |
| 75 | EACH | CI | CI Meter Box Lid Solid | <u>8.50</u> |
| 75 | EACH | PLASTIC | Std. Plastic Meter Box (PENTEK / Armor P/N 170204) | <u>7.00</u> |
| 50 | EACH | PLASTIC | Plastic Meter Box Lid (PENTEK/Armor P/N 174005) | <u>6.25</u> |
| 50 | EACH | PLASTIC | 3" Meter Box Riser (PENTEK / Armor P/N 170102) | <u>7.25</u> |
| 25 | EACH | PLASTIC | 6" Meter Box Riser (PENTEK / Armor P/N P/N 170103) | <u>7.25</u> |
| 4 | EACH | PLASTIC | Jumbo Meter Box Body 17" x 30" (Carson P/N17302013) | <u>59.99</u> |
| 5 | EACH | PLASTIC | Jumbo Meter Box Lid 17" x 30" (Carson P/N 17304160) | <u>54.35</u> |

REPAIR BANDS

| <u>Quantity</u> | <u>U of M</u> | <u>Material</u> | <u>Description/Part #</u> | |
|-----------------|---------------|-----------------|--|---------------|
| 6 | EACH | STAINLESS | 6" x 7.5" Repair Band - Ford FS1-724x7.5 | <u>47.90</u> |
| 2 | EACH | STAINLESS | 8" x 7.5" Repair Band - Ford FS1-939x7.5 | <u>56.15</u> |
| 5 | EACH | STAINLESS | 8"x 12.5" Repair Band - Ford FS1-939x12.5 | <u>89.98</u> |
| 1 | EACH | STAINLESS | 10"x12.5" Repair Band - Ford FS1-1144x12.5 | <u>121.50</u> |

SEWER FITTINGS

| <u>Quantity</u> | <u>U of M</u> | <u>Material</u> | <u>Description/Part #</u> | |
|-----------------|---------------|-----------------|-------------------------------------|--------------|
| 10 | EACH | PVC | 4" - 22-1/2 Bend - SJ x PE - SDR-26 | <u>6.43</u> |
| 25 | EACH | PVC | 4" - 45 Bend - SJ x PE - SDR-26 | <u>6.60</u> |
| 25 | EACH | PVC | 4" - 45 Bend - SJ x SJ - SDR-26 | <u>6.90</u> |
| 25 | EACH | PVC | 4" Sewer Wye - SDR-26 | <u>20.00</u> |
| 20 | EACH | PVC | 4" Clean-out Adaptor - SDR-35 | <u>2.20</u> |
| 30 | EACH | PVC | 4" Clean-out Cap MIP - SDR-35 | <u>1.25</u> |

| | | | | |
|---|------|-----|------------------------------|--------------|
| 5 | EACH | PVC | 6" 45 Bend - SJ x PE- SDR-26 | <u>12.15</u> |
| 5 | EACH | PVC | 6" 45 Bend - SJ x SJ- SDR-26 | <u>15.85</u> |

FERNCO FITTINGS

| <u>Quantity</u> | <u>U of M</u> | <u>Material</u> | <u>Description/Part #</u> | |
|-----------------|---------------|-----------------|---------------------------|--------------|
| 4 | EACH | N/A | 12" FERNCO - PVC x PVC | <u>15.25</u> |
| 20 | EACH | N/A | 6" FERNCO - CLAY x PVC | <u>5.99</u> |
| 30 | EACH | N/A | 4" FERNCO - CLAY x PVC | <u>2.85</u> |
| 30 | EACH | N/A | 4" FERNCO - PVC x PVC | <u>2.85</u> |

PIPE / TUBING

| <u>Quantity</u> | <u>U of M</u> | <u>Material</u> | <u>Description/Part</u> | |
|-----------------|---------------|-----------------|----------------------------------|----------------|
| 400 | FT | COPPER | 3/4" Copper Tubing (100' Roll) | <u>3.15</u> |
| 200 | FT | COPPER | 1" Copper Tubing (100' Roll) | <u>4.10</u> |
| 400 | FT | PE | 3/4" PE Tubing - CTS (100' Roll) | <u>.18¢</u> |
| 200 | FT | PE | 2" PE Tubing - CTS (100' Roll) | <u>\$1.02¢</u> |

OTHER STUFF

| <u>Quantity</u> | <u>U of M</u> | <u>Material</u> | <u>Description/Part #</u> | |
|-----------------|---------------|-----------------|---|--------------|
| 20 | EACH | CONCRETE | Round Valve Collar | <u>9.00</u> |
| 10 | EACH | CONCRETE | 4' Valve Marker - "Water" | <u>9.00</u> |
| 25 | EACH | DI | Screw Type Valve Box w/ Lid (27"-37" Range) | <u>35.50</u> |
| 25 | EACH | DI | Vestal 525 Ring & Lid - "Water" | <u>21.25</u> |
| 100 | EACH | RUBBER | Beveled Rubber Gasket for EC-23 - Ford GT33 | <u>.52¢</u> |
| 100 | EACH | RUBBER | Flat Comp. Gasket for EC-23 - Ford GT117 | <u>.75¢</u> |

Additional Comments:

All brass couplings must be Ford / Fittings Short-body

Please e-mail quotes to bjones@cityofcartersville.org

For questions: Bob Jones 678-229-7128(cell) or 770-607-1148 Fax: 770-387-5655



City of Cartersville

**City Council Meeting
4/4/2013 7:00:00 PM
Dellinger Park Pool Lighting**

| SubCategory: | Bid Award/Purchases | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--------------|-------------------|-------------|-------------|--|--|-------------------|----------------|----------------|--------------|-------------------|-------------|-------------|---|-----------|-----------|----|-----|-----|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|------------------------------------|------------|------------|-----|-----|----|-----|--|--|--|--|--|--|--|-----------------------|-----------|-----------|-----|-----|-----|-----|--|--|--|--|--|--|--|----------------------------------|-----------|-----------|-----|-----|-----|-----|--|--|--|--|--|--|
| Department Name: | Parks and Recreation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Department Summary Recommendation: | <p>Bids were solicited for lighting up-grades on Dellinger Pool. Bid includes security lighting for dusk to dawn deck/area lighting and an outdoor lighting system that meets the requirements of Georgia State Health Department for use of a public pool during night hours.</p> <p>The low bid from North Georgia Electrical Services included 16-1,500watt fixtures and not the specified 28-1,000watt fixtures, therefore not meeting the specifications of the bid.</p> <p>I recommend the second low bid from West Georgia Lighting in the amount of \$51,106.00 for Dellinger Park Pool Lighting project. This project will be funded from the Parks and Recreation Department's outdoor maintenance account. All E-verify/SAVE affidavits and certificate of insurance were received with bid.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="7">Dellinger Park Pool Lighting - Bid Results</th> </tr> <tr> <th><u>Contractor</u></th> <th><u>Bid "A"</u></th> <th><u>Bid "B"</u></th> <th><u>Specs</u></th> <th><u>E-verify/S</u></th> <th><u>Ins.</u></th> <th><u>Ref.</u></th> </tr> </thead> <tbody> <tr> <td>North Cobb Electrical Services (No Bid)</td> <td align="right">47,760.00</td> <td align="right">40,720.00</td> <td align="center">No</td> <td align="center">Yes</td> <td align="center">Yes</td> <td align="center">Yes</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>JLT-Worthy Electrical Co. (No Bid)</td> <td align="right">118,350.00</td> <td align="right">113,460.00</td> <td align="center">Yes</td> <td align="center">Yes</td> <td align="center">No</td> <td align="center">Yes</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>West Georgia Lighting</td> <td align="right">51,106.00</td> <td align="right">45,480.00</td> <td align="center">Yes</td> <td align="center">Yes</td> <td align="center">Yes</td> <td align="center">Yes</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Over & Under General Contractors</td> <td align="right">53,068.00</td> <td align="right">45,480.00</td> <td align="center">Yes</td> <td align="center">Yes</td> <td align="center">Yes</td> <td align="center">Yes</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Dellinger Park Pool Lighting - Bid Results | | | | | | | <u>Contractor</u> | <u>Bid "A"</u> | <u>Bid "B"</u> | <u>Specs</u> | <u>E-verify/S</u> | <u>Ins.</u> | <u>Ref.</u> | North Cobb Electrical Services (No Bid) | 47,760.00 | 40,720.00 | No | Yes | Yes | Yes | | | | | | | | | | | | | | | JLT-Worthy Electrical Co. (No Bid) | 118,350.00 | 113,460.00 | Yes | Yes | No | Yes | | | | | | | | West Georgia Lighting | 51,106.00 | 45,480.00 | Yes | Yes | Yes | Yes | | | | | | | | Over & Under General Contractors | 53,068.00 | 45,480.00 | Yes | Yes | Yes | Yes | | | | | | |
| Dellinger Park Pool Lighting - Bid Results | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Contractor</u> | <u>Bid "A"</u> | <u>Bid "B"</u> | <u>Specs</u> | <u>E-verify/S</u> | <u>Ins.</u> | <u>Ref.</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| North Cobb Electrical Services (No Bid) | 47,760.00 | 40,720.00 | No | Yes | Yes | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| JLT-Worthy Electrical Co. (No Bid) | 118,350.00 | 113,460.00 | Yes | Yes | No | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| West Georgia Lighting | 51,106.00 | 45,480.00 | Yes | Yes | Yes | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Over & Under General Contractors | 53,068.00 | 45,480.00 | Yes | Yes | Yes | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| City Manager's Remarks: | Your approval of Greg's recommendation of West Georgia Lighting as lowest and best bid is recommended. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Financial/Budget Certification: | Cover Memo Item # 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Legal: | |
| Associated Information: | E-verify and SAVE documents are attached. |

City of Cartersville Georgia

Bid Package

Dellinger Park Pool Sports Lighting

Revised 3/15/13

March 2013

Dellinger Park Pool Sports Lighting

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Dellinger Park Pool Sports Lighting

REQUEST FOR BIDS

The City of Cartersville, Georgia invites your company to submit a bid on this Bid Package, titled: **DELLINGER PARK POOL SPORTS LIGHTING**, as defined hereinafter.

All terms and provisions listed in the enclosed/attached: “TABLE OF CONTENTS”, “REQUEST FOR BIDS”, “INSTRUCTIONS TO BIDDERS”, “PROJECT SPECIFICATIONS”, “PROPOSAL FORM” and “AFFIDAVITS” are integral parts of the Bid Package.

The City of Cartersville reserves the right to waive informalities in any Bid, to reject any or all Bids in whole or in part, to readvertise, to negotiate particular segments of any or all bids and to take any action that it feels is in its best interest.

The proposal price will include sports lighting for Dellinger Park Pool and pool deck, inside fence 110’x210’. Bid price includes furnishing and possible installation of: 4 – 45’ (out-of-ground), mounting height, direct buried bed cast concrete poles or equivalent with galvanized angle iron cross arms; 28 – 1,000watt metal halide sports lighting fixtures with full-glare control; junction boxes; 480 volt, 3-phase service disconnects on each pole; 2 – 30amp-480volt-2-pole lighting contactors; 2 – 30amp- 2-pole-breakers; 2 – 20amp – 1-pole breakers; 4 – 400watt, multi-volt, high pressure sodium shoe box fixtures for dusk to dawn lighting. Bid price also included design charges, freight charges, warranties, installation instructions, 3-dimensional drawings, list of all included components and hardware specifically designed for sports lighting. Manufacturer’s specifications must **maintain fifty – (50) foot-candles** on pool deck and water surface.

INSTRUCTIONS TO BIDDERS

1. To be considered, bids must be in the possession of the City of Cartersville prior to the time of the Bid Closing. Bids may be mailed or delivered to the office of Greg Anderson, Director of Parks & Recreation, P O Box 1390, 100 Pine Grove Rd., Cartersville GA 30120-1390 in a sealed envelope clearly marked as to the item being bid and also marked with the time and date of Bid Closing. Regardless of the method the Bidder uses to deliver the bid, each Bidder shall be responsible for the bid being delivered on time; as the City of Cartersville assumes no responsibility for the same. Proposals offered or received after the time set for Bid Closing will not be considered.
2. No Bid may be withdrawn for a period of 60 days from the Bid Closing Date.
3. Bidders are urged to view site and contact, Greg Anderson, about questions concerning specifications on the bid package.

Instructions to bidders continued:

4. All Bids are to be submitted on the “Proposal Form” provided in this Bid Package, and signed by an authorized representative of the company placing the Bid. Two (2) complete sets of Bid Documents shall be furnished to each company or person interested in submitting a bid. One set of the Bid Documents, including the “Request for Bids”, “Instructions to Bidders”, “Work Scope”, and “Proposal Form”, all attached hereto, shall remain intact and be returned as an integral part of the Bid. The second copy is the Bidder’s file copy. Included with the Bid, the Bidder shall submit major equipment specifications and/or product bulletins clearly marked for proof that the equipment item(s) the Bidder proposes to provide will meet or exceed the requirements of the Technical Provisions.
5. The City of Cartersville is exempt from Federal, State, and Local Taxes. Taxes incurred by the bidder/contractor during this project shall be to the account of the bidder/contractor.
6. Bidder/contractor shall not begin any work activity until such time as a Purchase Order has been issued by the City of Cartersville.
7. Equal Employment Opportunity - As regards the execution of the Work Scope of this Bid Package, the Bidder/Contractor shall not discriminate against any employee or job applicant because of race, color, religion, sex, national origin, age, or physical handicap.
8. For additional information on this Bid Package, contact: Greg Anderson, City of Cartersville Parks & Recreation Director, Telephone Number 770.607.6173.
9. Certificate of Liability Insurance & Certificate for Worker’s Compensation must be included with returned bid package covering company and installers/contractors. City of Cartersville assumes no responsibility in workman’s compensation.
10. E-verify/SAVE Affidavits – Completed/signed/notarized affidavits **must be** returned with bid or bid will not be considered. Forms included in bid.
11. Immigration Reform Compliance Requirement, during the entire duration of this project contractor shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13- 10- 91 and § 50- 36- 1, as amended.

BID CLOSING TIME

The Bid Closing time will be at 2:00 p.m. on Tuesday, March 26, 2013.

DELLINGER PARK POOL SPORTS LIGHTING

PROJECT SPECIFICATION

PURPOSE

The Work Scope of this Technical Provision is to provide sports lighting design and lighting equipment with full glare control that meets or exceeds lighting 50-foot-candle and/or specifications list herein for the Dellinger Park Pool.

DEFINITION

For all purposes and requirements of this document, the words “provide” and “provided” shall be defined as the requirement to furnish a service, or to furnish a product system, and/or facility in its entirety.

WORK SCOPE

A. LIGHTING PERFORMANCE

1. Criteria

- a) The manufacturer shall provide computer-generated point-by-point analysis that meets the specifications that follow.
- b) The manufacturer shall also supply written guarantees that the lighting equipment and design meet or exceed these specifications.
- c) Final designs must be approved by Cartersville Electric Department Engineering and Parks & Recreation Department before bid will be recommended to City Council. Recreation Director will check the system after installation to determine that the installed system complies with the plans and meets or exceeds the minimum 50-foot-candles required by GA State Department of Health for public swimming pools.

2. Playability

- a) Initial Light Levels

The average initial light levels shall be as stated below and are typical of pools and pool decks.

Work Scope Continued:

| Area of Lighting | Average Initial Foot-candles |
|-------------------------|-------------------------------------|
| Deck & Water Surface | 66.63 F.C. |

b) Target Maintained Light Levels

The average target maintained light levels shall be as stated below and are typical of decks and water surface.

| Area of Lighting | Average Maintained Foot-candles |
|-------------------------|--|
| Deck & Water Surface | 50.41 F.C. |

c) Loss Factor

The light loss factor used to determine the target light levels shall not exceed a maintenance factor of .8 multiplied by the actual lamp tilt factor. Maintenance factor is derived from the equation of light loss factor (LLF) = ambient temperature factor (1) x voltage factor (1) x ballast factor (1) x lamp lumen depreciation (.84) x luminaire dirt depreciation (.95) per I.E.S. Manual RP-6-88, p. 92.

d) Uniformity Ratio

The uniformities of the playing court/field shall be measured by comparing the maximum reading to the minimum reading. Uniformities are typical of all decks and water surface. Over the entire area of the deck (fence line) the change in the quantity of horizontal foot-candles should not occur at a rate greater than 10% per 10-feet, except for the outside perimeter readings which may change at a greater rate. The ratio shall not exceed the following:

| Area of Lighting | Maximum to Minimum Uniformity |
|-------------------------|--------------------------------------|
| Deck & Water Surface | 3.11:1 |

Work Scope Continued:**B. INSPECTION AND VERIFICATION****1. Test and Measurement Procedures**

- a). Field test stations for the horizontal field measurements shall consist of the number of points and grid spacing specified by field type in Table A.
- b). All testing will be done for each court/field with all others inactive.
- c). Horizontal foot-candle readings shall be measured with the test cell positioned horizontal 36 inches above grade.
- d). Testing equipment (light meter) for measurement of foot-candle levels shall be a Gossen Panalux Electronic 2, Minolta Cosine Correct T-1 or an approved equal, calibrated and certified within the previous 12 months.

Table A

| Area of Lighting | # Of Points | Size of Area to be Covered | Grid Spacing |
|-------------------------|--------------------|-----------------------------------|---------------------|
| Deck & Water Surface | 230 | Inside Fence | 10' x 10' |

- e). For final approval of the project the manufacturer shall provide a final report from the test results that shall provide the following items:
 - (1) Identification of number and location of the test stations, that shall agree in number and location with description provided in Table A.
 - (2) Actual horizontal foot-candle readings taken at each test station.
 - (3) Number of hours of operation and number of system starts.
- f). Testing will also be done after 100 hours of lamp operation (per I.E.S.)

C. LIGHTING SYSTEM REQUIREMENTS

1. General Description - The Lighting System shall consist of the listed equipment features below.
 - a) Bed-Cast concrete direct embedded pole or equivalent.
 - b) Field-wired, integral ballast fixtures with wiring harness from galvanized steel cross arm to fused disconnect 10' above finished grade.

Work Scope Continued:**D. SPORTS LIGHTING FIXTURES**

1. The general-purpose weather resistant floodlight designed for approved operation of one- (1) 1000w metal halide lamp source and shall be capable of starting and operating the indicated lamp within the limits specified by the lamp manufacturer. The flood fixture shall contain completely pre-wired integral ballast, which shall be available for use with any standard supply voltage (480v 3 phase). The optical assembled with 2x2, 3x3, 4x4, 5x5 or 6x6 according photometric selection table. NEMA type beam spread. The floodlight shall be UL1572 listed SUITABLE FOR WET LOCATIONS and CSA Certified. The floodlight shall have decal indication reflector identification viewable from the ground. Standard construction is IP55. Fixture will have full-glare control.
 - a) All fixtures shall be of the integral ballast type only.
 - b) Lamps shall be 1000-watt metal halide sport lamp. Only lamps manufactured by Phillips, General Electric or Osram Sylvania will by considered for approval.
 - c) Fixtures shall carry a manufactures warranty of seven- (7) years.

2. For ease of installation and to facilitate maintenance and replacement, the floodlight shall be supplied as components – ballast and optical. The ballast assembly includes die-cast aluminum housing with an electrocoat gray paint finish applied inside and out. The ballast assembly shall have a formed aluminum front panel that accesses a generous wiring compartment containing wiring with pre-stripped leads; a built-in weather resistant strain-relief bushing; and a heavy gauge steel trunnion protected by a weather-resistant coating. The access panel shall function as a condensation drain for luminaries aimed downward. The ballast assembly shall contain a vertical degree marker and a repositioning stop. All external hardware shall be of a corrosion-resistant material or be protected by a corrosion-resistant finish.
 - a). The ballast assembly shall be configured so that the socket is structurally isolated from the ballast compartment. The ballast assembly shall contain a singe shell, cantilever, and mogul base socket with superior lamp gripping. The socket shall have added insulation, giving it the ability to handle the higher pulse ratings of newer HID systems. The floodlight shall contain auto-regulator ballast circuit in full compliance with lamp-ballast specifications available to the fixture manufacturer from the lamp manufacturers at the time of fixture manufacture. The ballast assembly shall contain ballast, which will reliably start and operate the lamp in ambient temperatures down to –20°F for metal halide or -30°F for HPS.

Work Scope Continued:

3. The general purpose sealed optical assembly shall include a hinged door with stainless steel spring door latches, tempered door glass, silicone rubber door gasket, and airway with charcoal impregnated Dacron filter. There shall be a one-piece spun aluminum (specify 20-[508] or 22-inch [559]) reflector protected inside and out by an ALGLAS finish. All external hardware shall be of a corrosion-resistant material or protected by a corrosion-resistant finish. The heavy-duty optical assembly shall include a heavy gauge aluminum outer housing protected inside and out with an electrocoat gray paint finish.

D. 400 WATT, HIGH PRESSURE SODIUM SHOE BOX FIXTURE

To match adjacent park security light fixtures (400 watt high pressure sodium fixture w/ dusk to dawn photocell, in shoebox cover)

NOTE: IT IS RECOMMENDED THAT BIDDER VIEW SITE/FIELD PRIOR TO SUBMITTING BID!

NOTE: ONLY GE POWER SPOT™ (1,000 WATT) FIXTURE OR EQUIVALENT WILL BE ACCEPTED.

SPORTS LIGHTING CONCRETE POLES

DESCRIPTION OF WORK

The work of this section includes the design, fabrication, and installation of direct buried, pre-cast sports lighting concrete poles or equivalent.

SPECIFICATIONS FOR SPORTS LIGHTING CONCRETE POLES

A. Design

1. Poles shall be designed considering application of wind load and dead load.
2. The moment at any point along the length of the pole is the sum of the moments resulting from dead loads and forces from wind loads. The wind force is equal to the wind pressure multiplied by the effective projected area (EPA) of the objects involved.
3. Poles shall be designed to withstand a constant wind of speed 80 MPH at a 1.3 gust.

Work Scope Continued:

B. Manufacturing

1. All manufacturing tolerance, details of reinforcement and finishes shall be in accordance with the Journal of Pre-Cast/Pre-Stressed Concrete Institute as published in November/December 1997.
2. A concrete cylinder test shall be performed for each 100 cubic yards of concrete poured. A final quality control check shall be quality control procedures shall be mandated in a written manual and be available for inspection.

C. Manufacturer

The manufacturer shall have a minimum of 10 years of experience in the design and production of prestressed concrete poles.

D. General Specifications

1. Poles shall be prestressed, precast concrete. **Pole height cannot exceed forty-five- (45) feet out of ground.**
2. Poles shall have a smooth natural form finish, natural gray in color, form finish.
3. Poles shall be designed and constructed so that all wiring and grounding facilities area concealed within the pole. All hand holes, couplings, through-bolts, lighting rod, ground wire shall be cast into the pole during the manufacturing process.
4. Poles shall be multi-sided in cross section and provide a continuous taper of .18" per foot of length and provide a minimum $\frac{3}{4}$ " of concrete coverage over the longitudinal steel.
5. All cable entry holes shall be in accordance with the location and sizes as required by the buyer and shall be free from sharp edges for electrical wiring. All hand-hole frames shall be composed of a non-metallic, non-conductive injection molded material.
6. Each pole shall be casted to include the following accessories, with exact sizes/locations determined at order:
 - a). 2 – 4-fixture cross-arm attachments at top of pole, front-side, w/ 2 - 2.5"x8" hand-hole doors w/ bar & covers on back-side and 2 – 1-2" couplings opposite of hand-holes or to be specified at order
 - b). 1 – 1-2" coupling for discount box, 10' above ground, back-side, w/ 3.5" x 10" hand-hole door w/ bar & cover on back-side or to be specified at order.

Work Scope Continued:

- c). 1 – 1-2” coupling for security light, 30’ above ground, front-side, w/ 3.5” x 10” hand-hole door w/ bar & cover on back-side or to be specified at order.
 - d). 1 – 1-2” coupling for security camera, 20-25’ above ground front-side w/ 3.5”x10” hand-hole door w/ bar & cover on back-side or to be specified at order. Can share hand-hole w/ speaker.
 - e). 1 – 1-2” coupling for PA system speaker, 20-25’ above ground front-side w/ 3.5”x10” hand-hole door w/ bar & cover on back-side or to be specified at order. Can share hand-hole w/ security camera.
 - f). 1 – 1-2” coupling or for banner/flag attachment, 15-20’ above ground, back-side or to be specified at order.
 - g). 2 – 3.5”x 10” hand-holes w/ covers 2-3’ above ground or to specified at order.
 - h). 1 – grounding system to include #4 stranded copper, w/ lighting rod and pig tail.
7. All poles shall be provided with a fish wire to facilitate cable installation.
 6. An nameplate cast into the wall of the pole approximately 4’ – 5’ above the ground line identifying the manufacture date, length, weight, class, customer, fabrication # and P.O. #.

F. Handling and Erection

1. Prestressed concrete poles shall be lifted and supported during manufacturing, stockpiling, transporting and erection operations only at the points shown on the shop drawings.
1. Qualified personnel shall perform with acceptable equipment and method, and transportation, site handling, and erection.

G. FIELD TECHNICIAN ON-SITE VISIT

Manufacturer shall provide an on-site visit by a factory technician during and after completion of the installation. The factory technician shall make any necessary adjustments to the aiming in order to ensure that specified initial horizontal light levels are met and maximum foot-candle levels are not exceeded. This service shall be included at no additional cost to the owner or installing contractor.

-----END OF WORK SCOPE-----

NOTE: IT IS RECOMMENDED THAT BIDDER VIEW SITE/FIELD PRIOR TO SUBMITTING BID!

Timing of Delivery/Installation

After bid has been awarded, bidder/contractor will have eight - (8) weeks to deliver (FOB) and complete installation at Dellinger Park Pool Sports Lighting. During installation process, bidder/contractor must be aware that surrounding courts and areas will be in use by park patrons; all material must be cleaned-up daily and all open ditches must be marked and covered.

Warranty

Bidder/Manufacturer warrants **Sports Lighting System** to be free of defects in materials and workmanship for a period of **seven- (7) years** standard warranty from the date of delivery/installation.

1. Equipment

Bidder/Manufacturer Warranties the Sports Lighting Systems will be warranted (excluding fuses and lamps) to be free from defects in materials and workmanship for a period of seven- (7) years starting from the date of delivery/installation.

Two- (2) Years Labor – Labor and Materials are provided for a period of two- (2) years to replace defective parts or repair defects in workmanship or, at vendors' election pay reasonable cost of labor for such repairs. For the remainder of the warranty period, replacement parts will be provided at no charge. Labor costs will be the expense of the Cartersville Parks & Recreation Department.

2. Lamps

Lamps are warranted not to fail for two- (2) years from first time energized. Lamps failing during the first year of the warranty period will be replaced and installed at no cost to the owner. The manufacturer/contractor will replace lamps, which fail during the second year of the warranty period, but installation will be owner's responsibility. Lamps damaged by physical trauma or electrical surges are not covered by this warranty.

3. Alignment

Bidder/Manufacturer will warrant accurate alignment of luminaries on the luminaire assembly for a period of seven- (7) years from date of delivery/installation.

4. Limitations (The following will not be covered by this warranty:)

Fuses

Weather condition events such as lightning or hail damage

Vandalism or abuse prior to installation of equipment

Unauthorized repairs or alterations

Returned Bid Checklist:

Returned bid package must include documents to be considered.

- 1. Completed/Signed Proposal Form – Bid A & Bid B**
- 2. Certificate of Liability Insurance**
- 3. Certificate of Worker’s Compensation**
- 4. Completed/Signed/Notarized City of Cartersville Status verifying Affidavit (SAVE)**
- 5. Completed/Signed/Notarized Contractor Affidavit (E-verify)**
- 6. Completed/Signed/Notarized Sub-contractor Affidavit (E-verify)**
- 7. Completed reference list**

City of Cartersville, Georgia

DELLINGER PARK POOL SPORTS LIGHTING

PROPOSAL FORM

TO: Dellinger Park Pool Sports Lighting Bid
City of Cartersville
Parks & Recreation Department
P O Box 1390
Cartersville GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE DELLINGER PARK POOL SPORTS LIGHTING FOR MONETARY CONSIDERATIONS:

A. Lump Sum Bid Price for Work Scope items, Sports Lighting System, , 4-400w high pressure sodium shoe box fixtures, 4- concrete poles w/ accessories all listed herein, **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT AND PROPER SIZED COPPER WIRING IN CONDUIT TO CUMSTOMER PROVIDED PANEL.**

\$ _____

B. Lump Sum Bid Price for Work Scope items, Sports Lighting System, 4-400w high pressure sodium shoe box fixtures 4 – concrete poles, w/ accessories all listed herein, **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT TO POLE DISCONNECT. POLES RACKED AND STANDING. CITY WILL INSTALL CONDUIT AND WIRING.**

\$ _____

BIDDER: _____ BY: _____ Date: _____

TITLE: _____ SIGNATURE: _____

Address: _____

PHONE NUMBER: _____

AFFIDAVIT VERIFYING STATUS FOR

CITY OF CARTERSVILLE BENEFIT APPLICATION

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

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

[Name of business, corporation, partnership]

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

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

Signature of Applicant: _____
Date

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20__

* _____
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

Contractor Address

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public
My Commission Expires:

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

SUBCONTRACTOR AFFIDAVIT

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

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

Reference Page

NAME, ADDRESS, AND CONTACT INFORMATION OF FOUR – (4) SUCCESSFUL PROJECTS THE BIDDER HAS COMPLETED AS STIPULATED ON PAGE 4.

1. COMPANY: _____

CONTACT: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

2. COMPANY: _____

CONTACT: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

3. COMPANY: _____

CONTACT: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

4. COMPANY: _____

CONTACT: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

City of Cartersville, Georgia
**DELLINGER PARK POOL
 SPORTS LIGHTING**

PROPOSAL FORM

TO: Dellinger Park Pool Sports Lighting Bid
 City of Cartersville
 Parks & Recreation Department
 P O Box 1390
 Cartersville GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE DELLINGER PARK POOL SPORTS LIGHTING FOR MONETARY CONSIDERATIONS:

- A. Lump Sum Bid Price for Work Scope items, Sports Lighting System, , 4-400w high pressure sodium shoe box fixtures, 4- concrete poles w/ accessories all listed herein, EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT AND PROPER SIZED COPPER WIRING IN CONDUIT TO CUMSTOMER PROVIDED PANEL.

\$ 51,106

- B. Lump Sum Bid Price for Work Scope items, Sports Lighting System, 4-400w high pressure sodium shoe box fixtures 4 - concrete poles, w/ accessories all listed herein, EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT TO POLE DISCONNECT. POLES RACKED AND STANDING. CITY WILL INSTALL CONDUIT AND WIRING.

\$ 45,480

BIDDER: West Georgia Lighting BY: Toby Skedix Date: 3-26-13
 TITLE: owner/President SIGNATURE: [Signature]
 Address: PO Box 1026 Villa Rica, Georgia 30180
 PHONE NUMBER: 770-459-6266 or 770-630-4013

AFFIDAVIT VERIFYING STATUS FOR

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

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

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

173980
EEV/Basic Pilot Program* User Identification Number

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

3/22/13
Date

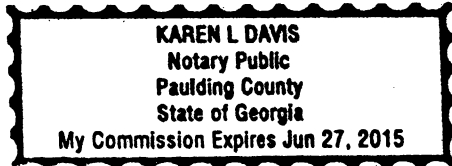
West Georgia Lighting owner/President
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

Po Box 1026 Villa Rica, Georgia 30180
Contractor Address

Toby Shady
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22 DAY OF March, 2013

Karen L Davis
Notary Public
My Commission Expires:
June 27, 2015



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

SUBCONTRACTOR AFFIDAVIT

CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Toby Shadix

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

West Georgia Lighting

[Name of business, corporation, partnership]

1) I am a United States citizen

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

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

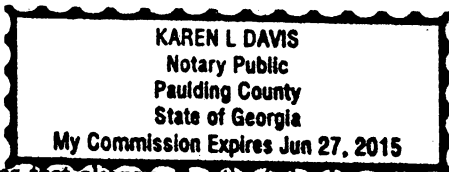
[Signature] 3/22/13
Signature of Applicant: Date

Toby Shadix
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22 DAY OF March 2013

* 173980
Alien Registration number for non-citizens

[Signature]
Notary Public
My Commission Expires:



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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

173980
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Subcontractor Name)

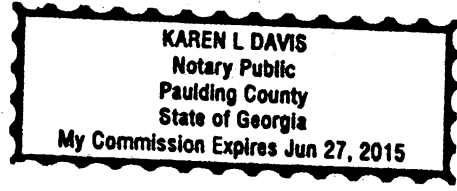
3/22/13
Date

owner / President
Title of Authorized Officer or Agent of Subcontractor

Toby Shadix
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22 DAY OF March, 2013

[Signature]
Notary Public
My Commission Expires:
June 27, 2015



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



CERTIFICATE OF LIABILITY INSURANCE

WESTG-6

OP ID: CT

DATE (MM/DD/YYYY)

03/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|--|
| PRODUCER SSI: Haddle Insurance Agency P O Box 1117 Douglasville, GA 30133 Marc W. Haddle, CIC | | Phone: 770-942-9979 Fax: | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): |
| INSURED West Georgia Lighting Design & Service, Inc. P.O. Box 1026 Villa Rica, GA 30180 | | INSURER(S) AFFORDING COVERAGE INSURER A: CNA/Continental Insurance Co. NAIC # 524126 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|---------------|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | 4029065263 | 06/26/2012 | 06/26/2013 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COM/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 4029065277 | 06/26/2012 | 06/26/2013 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | 4029065232 | 06/26/2012 | 06/26/2013 | EACH OCCURRENCE | \$ 3,000,000 |
| | | | | | | | AGGREGATE | \$ 3,000,000 |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 429065246 | 06/26/2012 | 06/26/2013 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A | Equipment Floater | | | 4029065263 | 06/26/2012 | 06/26/2013 | rent/leas deductibl | 50,000 500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Cartersville
 Greg Anderson
 Dellinger Park Pool
 PO BOX 1390
 Cartersville, GA 30120

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Marc W. Haddle, CIC

Item # 15

West Georgia Lighting, Design & Service, Inc.
P.o. Box 1026 Villa Rica, Georgia 30180 Phone#770-459-6266 Fax#770-459-2895

References

- | | |
|--|--|
| 1) Ronald Barnes Cherokee County 221 West Main Canton, Georgia 30114 Phone Number: 770-721-8441 | Cherokee County High School Sports Lighting Repair |
| 2) Hillman Lewis Lewis Construction 1587 Barrington View Stone Mountain, Georgia 30087 Phone Number: 770-879-1687 | Daves Creek Complex Sports Field Lighting, Parking Lot Lighting |
| 3) Bart Hannah Hannah Electric 117-B Kingsbridge Drive Carrollton, Georgia 30117 Phone Number: 770-836-1079 | Haralson County High Football and Softball Field Lighting |
| 4) Danny Dinning Douglas County Parks and Recreation 2105 Mack Road Douglasville, Georgia 30135 Phone Number : 678-618-6173 | Boundary Waters Complex Lighting of eight(8) Ballfields |
| 5) Paul Gable P.E. G. Electric 55 Heath Street Suite #101 Fairburn, Georgia 30213 Phone Number: 770-964-6744 | Kenwood Park Football, Tennis Courts Basketball Courts Lighting |
| 6) Tracy Beechler Fulton County Parks and Recreation 5565 Stonewall Tell Road College Park, Georgia 30349 Phone Number: 770-306-3010 | Lighting Repairs All Parks and Fields |

West Georgia Lighting, Design & Service, Inc.
P.o. Box 1026 Villa Rica, Georgia 30180 Phone#770-459-6266 Fax#770-459-2895

Re: Introduction Letter

Our experience at West Georgia Lighting, Design & Service in installation and maintenance has established our company as a leader in the sports lighting industry.

Our business was built on our high degree of service and responsiveness. We service the lighting and electrical needs of baseball fields, soccer fields, football fields, multi-purpose fields and tennis courts for Parks and Receptions Parks, Colleges, Universities, High Schools, Private Clubs, as well as parking lots, security lighting, pole bases, duct banks, wooden power poles, trenching and erection of poles from 12ft to 125ft.

Our office/warehouse stores an inventory of power poles, lighting fixtures and other miscellaneous electrical equipment.

We are licensed to work throughout the state of Georgia which allows our emergency service component to be ready on a 24 hour basis.

The following is a list of some of the companies West Georgia Lighting does business with:

| | |
|--------------------------------------|-------------------------------------|
| Arbor Place Mall | Douglas County Parks and Recreation |
| Fulton County Parks and Recreation | Fayette County Parks and Recreation |
| Carroll County Parks and Recreation | Haralson County Board of Education |
| Paulding County Parks and Recreation | Southern Union State University |
| Cherokee County Board of Education | Gainesville Parks and Recreation |
| Villa Rica High School | Heard County Board of Education |
| Willow Construction | Lewis Construction |
| P.E.G. Electric | Musco Lighting |
| City of Sandy Springs | City of Johns Creek |
| Merritt Contracting | Optech Technologies |
| Landmark Christian Academy | Hannah Electric |
| Rabey Utilities | Southern Traffic & Lighting |
| Boundary Waters Complex | CH2M Hill |
| Forsyth Parks and Receation | Henry County Board of Education |
| Dekalb County Yearly Contract | Heard County Parks and Recreation |
| Qualite Sports Lighting | Fulton County School System |

Toby Shadix
 Owner
 Cell Number: 770-630-4013

Cc:wglids