



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
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 4/5/2018
Work Session – 6:00PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. March 15, 2018 (Pages 1 - 10)

[Attachments](#)

B. Commendation/Recognition

1. Board of Zoning Appeals Board Member Recognition (Page 11)

[Attachments](#)

C. Public Hearing - 1st Reading of Zoning/Annexation Requests

1. Z18-03: Rezoning of property located on Center Road from R-10 with conditions (Single Family Residential) to RA-12 (Single Family Dwelling) and R-20 (Single- Family Residential). (Pages 12 - 13)

[Attachments](#)

2. T18-01: Text Amendment to Chapter 20, Signs and Outdoor Advertising, Article II, Sign Ordinance. The purpose of the text amendment is to address electronic signs, brightness controls, and use of Stationary Electronic Signs. (Pages 14 - 18)

[Attachments](#)

3. T18-02: Text Amendment to Chapter 26, Article IX, Commercial Use Districts, Sec. 9.2. M-U Multiple Use District, subsection 9.2.3(R), Development Standards. The purpose of the text amendment is to correct deficiencies. (Pages 19 - 22)

[Attachments](#)

D. Other

1. Appeal of HPC Decision (Pages 23 - 24)

[Attachments](#)

E. Public Hearing

1. Old Tennessee Rd at Hwy 20/411 (Pages 25 - 40)

[Attachments](#)

F. First Reading of Ordinances

1. Blocking Railroad Crossings (Pages 41 - 42)

[Attachments](#)

G. Resolutions

1. Resolution Authorizing Condemnation (Pages 43 - 46)

[Attachments](#)

H. Contracts/Agreements

1. Depository Trust Company Letter (Pages 47 - 51)

[Attachments](#)

I. Certification

1. Good Neighbor Homeless Shelter Grant Application (Page 52)

[Attachments](#)

J. Bid Award/Purchases

1. Village Hills Lighting (Pages 53 - 55)

[Attachments](#)

K. Contracts/Agreements

1. Directional Boring Pricing Contracts (Pages 56 - 70)

[Attachments](#)

2. Douthit Ferry Road Development Agreement (Pages 71 - 80)

[Attachments](#)

L. Bid Award/Purchases

1. Process Heater for Williams/Transco Expansion (Pages 81 - 94)

[Attachments](#)

M. Contracts/Agreements

1. CSX Preliminary Engineering Agreement (Pages 95 - 100)

[Attachments](#)

N. Bid Award/Purchases

1. Garbage Cart Purchase (Pages 101 - 102)

[Attachments](#)

2. Park Amenities Purchase (Pages 103 - 107)

[Attachments](#)

3. Cultured-Stone Purchase (Pages 108 - 109)

[Attachments](#)

4. WPCP – Maintenance Shop Roll-Up Door (Pages 110 - 119)

[Attachments](#)

5. Waterford / Main Street Sewer Lift Station Pump Repair (Pages 120 - 130)

[Attachments](#)

6. Builders Risk Insurance for New Gas Facility (Page 131)

[Attachments](#)

O. First Reading of Ordinances

1. Water & Sewer Master Bond Ordinance (Pages 132 - 138)

[Attachments](#)

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



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
March 15, 2018

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been uploaded for your review.
City Manager's Remarks:	City Council approval of the minutes from the March 15th City Council meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 March 15, 2018
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Major Carl G. Belville.

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; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Dan Porta, Assistant City Manager; Meredith Ulmer, City Clerk and David Archer, City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. March 1, 2018 City Council Minutes

A motion to approve the March 1, 2018 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

B. Proclamations

1. 100th Birthday of Major Carl G. Belville

Mayor Santini presented a proclamation to Major Carl G. Belville thanking him for his years of service in the military and commitment to the betterment of the community. Mayor Santini also recognized Major Belville's birthday, because he will be turning 100 years old.

C. Presentations

1. Recertification for our GACP State Certification

A representative of the Georgia Association of Chiefs of Police (GACP) from the City of Kennesaw presented a plaque in reference to the Police Department's state re-certification. In 2017, GACP evaluated the standard operating procedures of the Police Department. The findings were presented to the GACP Board and they recommended that the Cartersville Police Department be re-certified as a State Certified Law Enforcement Agency. The Cartersville Police Department was originally designated as a State Certified Agency in 2001 and has

maintained that certification. Only 123 out of 1162 State of Georgia law enforcement agencies are certified by GACP.

D. Resolutions

1. Resolution to Support MPO Study

Dan Porta, Assistant City Manager stated this resolution supports an MPO application for funding for a Feasibility/Location Study for an additional downtown Cartersville Railroad Overpass. Mr. Porta stated approval is recommended.

Motion to approve the Resolution to Support MPO Study and to incorporate a study for a pedestrian bridge in downtown and study on Mission Road was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

RESOLUTION NO. 09-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, FOR THE PURPOSE OF MAKING APPLICATION TO THE GEORGIA PL FUNDING COMMITTEE FOR FUNDING OF A FEASIBILITY/LOCATION STUDY OF ADDITIONAL CARTERSVILLE RAILROAD OVERPASS(ES)

WHEREAS, there are a limited number of locations within the City of Cartersville (“City”) where traffic may cross the CSX railroad line without interruption from frequent freight train traffic; and

WHEREAS, congestion resulting from freight train traffic is expected to increase within the community as a result of projected increases nation-wide in the use of trains to move freight; and

WHEREAS, the opening of the Inland Port facility in Murray County is also expected to increase the number of freight cars using the CSX rail lines through the City of Cartersville; and

WHEREAS, the City of Cartersville is a member of the Cartersville-Bartow Metropolitan Planning Organization (MPO); and

WHEREAS, special studies within the MPO are eligible for funding from the Georgia PL Funding Committee; and

WHEREAS, the City is not obligated to fund the study without the grant of funds from the Georgia PL Funding Committee; and

WHEREAS, Sixty Thousand Dollars has been set aside in the MPO budget to fund

the local share of special studies; and

WHEREAS, a special study has been identified in the CBMPO FY 2018 Unified Planning Work Program to consider the feasibility and possible locations for separate grade rail crossings within the City limits of Cartersville.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Cartersville have determined that there is a need for a study of separate grade rail crossings including, but not limited to, a pedestrian bridge downtown, the crossing over Mission Road, and an additional bridge downtown in the City of Cartersville, and intend to make application for funding of a feasibility/location study to consider the placement of an additional separate grade rail crossing including, but not limited to, a pedestrian bridge downtown, the crossing over Mission Road, and an additional bridge downtown within the City limits, and that the City intends to use the MPO funds as the source of its local match for the study.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of _____, 2018.

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

E. Easements

1. Shaw Create Easement

Mr. Porta stated the easement request is for a 15 foot underground electric cable on the property owned by the Development Authority of Cartersville and occupied by the Shaw Create Centre. This easement is needed to protect and maintain access to our underground primary lines and equipment.

A motion to approve the Shaw Create Easement was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

2. Downtown Water Main Replacement Project – Gilreath Easement

Bob Jones, Water Department Head stated in June 2016, the City of Cartersville was awarded \$300,000 from the Appalachian Regional Commission to construct Phase I of the ARC

– Downtown Water Main Replacement Project. This project will replace 100 plus year old water mains that are beyond their design life and most are undersized to provide adequate fire protection. Detailed design is complete and in order to construct the plans as designed, the City needs to obtain both permanent and temporary utility easements from certain property owners.

10 West Main Street is owned by James R. Gilreath and Dede Gilreath and the area behind the old Gilreath Hardware store is needed to connect a new main from Erwin Street to Cherokee Street. Negotiations with the Gilreaths resulted in the agreed upon price of \$14,000 and the addition of a tee and valve which gives them the ability to connect a fire sprinkler system to their building in the future. Mr. Jones recommended approval of the Offer of Compensation for Easement Acquisition Form in the amount of \$14,000.00

Motion to approve the Gilreath Offer of Compensation for Easement Acquisition was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

3. Downtown Water Main Replacement Project – William Tatum Easement

Mr. Jones stated 2 West Main Street is owned by William Tatum and the area behind and beside the Young Brothers Drug Store is needed to connect a new main from Erwin Street to Cherokee Street. Mr. Tatum accepted the City's Offer of Compensation for Easement Acquisition. The agreed upon amount came to \$14,265.06. Mr. Jones recommended approval of this amount per the Offer of Compensation for Easement Acquisition Form.

Motion to approve the William Tatum Offer Compensation for Easement Acquisition was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

F. Bid Award/Purchases

1. Dewatering Pumps for Gate Installation WPCP

Mr. Jones stated on September 7, 2017, Council approved the purchase of two slide gates and labor for installation at the Water Pollution Control Plant (WPCP). Those gates have been received, but the City must rent dewatering pumps in order to replace the 15 million gallons per day (MGD) pump that will be out of service during the installation.

A quote was requested from Xylem located at 402 Old Mill Road. Xylem supplied the quotation based on a three pump rental with all needed suction and discharge hoses, set up, tear down, fuel system and float control for automatic operation. The weekly rate for three pumps is \$6,346.14. Mr. Jones asked Council to authorize a not to exceed amount of \$13,000.00 to allow up to two weeks for completion of the work or the rental of an additional pump if needed due to rain induced high flows. If weather cooperates, Southern Machine and Fabrication feels the work can be completed in less than 14 days.

Motion to approve the Dewatering Pumps for Gate Install WPCP with a not to exceed amount of \$13,000 was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote:6-0.

2. Center Road Pump Station Emergency Generator

Mr. Jones stated the Center Road Pump Station (CPS) is the source of water for the high pressure system that serves elevations above 900 feet mean sea level (MSL). There was no provision made for connection of a backup generator in the initial construction. At the time, usage did not dictate having a generator because tank volume produced sufficient time to make repairs or wait on power to be restored.

Due to growth on the City high pressure system, New Kroger and surrounding development, and growth in the County on HWY 20 that is served by this facility, it is time to install backup power to prevent service interruptions. The Water Department's generator at the now decommissioned Kohl's Pump Station (KPS) is sufficient to power the CPS. To use this generator, the City needs to add a power transfer switch and associated wiring, pour a concrete pad for it and make final connections. Quotations were requested for all electrical work needed and the following bids were received: Patrick Kelly Electric, Inc. \$15,300.00; JDH Electric, LLC \$15,550.00; Fox Systems: no bid, and Southeastern Electric: no bid.

Both vendors are perfectly capable of completing this work, but JDH is a local contractor and Patrick Kelly is located in Cumming, GA. Using a local contractor would be an advantage should there be any warranty issue. The recommended award is to JDH Electric, LLC in the amount of \$15,550.00.

A motion to approve JDH Electric for the Center Road Pump Station Emergency Generator was made by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

3. WTP - #2 High Service Pump Building Stabilization

Mr. Jones stated the foundation of the Number Two High Service Pump Building (#2HSPB) has been failing for several years resulting in multiple large cracks in the loading dock, exterior and interior walls. Pipe supports as well as sections of floor have also settled inside the building. The structure houses our two largest pumps and is critical to Water Treatment Plant (WTP) operations during high demand, required fire flow and for pumping redundancy.

Sealed bids were received on Thursday, March 1, 2018 at 2:00pm for all work needed to stabilize the current foundation failure. Bidders were required to prequalify given the specialized nature of the work. Bids were received from the following: SOL Construction \$1,193,475.00; Willow Construction \$1,314,765.00; PF Moon Construction \$1,320,555.00; Haren Construction \$1,773,000.00. Mr. Jones recommended award of the project to SOL Construction in the amount of \$1,193,475.00.

A motion to approve SOL Construction for the WTP #2 High Service Pump Building Stabilization was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote:6-0.

4. WPCP – Evoqua Service Tech

Mr. Jones stated the Water Pollution Control Plant (WPCP) needs to retain the services of the original equipment manufacturer (OEM) service technician to diagnose an ongoing problem with the bottom bearing in the Secondary Number One (2-1) screw pump. Despite installing a new bearing in 2015 – 2016, the pump continues to exhibit signs of misalignment. This causes the pump to scrub the surrounding concrete and damage the pump vanes.

Evoqua has submitted a quote of \$6,050.00 for one full day of onsite work by their technician. Each additional day to be charged at the rate of \$1,500/day plus expenses. Mr. Jones asked for a not to exceed amount of \$8,000.00 to allow two full days plus ancillary expenses.

Motion to approve a not to exceed amount of \$8,000.00 to allow a full two days of onsite work by Evoqua plus ancillary expenses was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

5. Electric Meter Testing

Don Hassebrock, Electric Department Head stated the Electric Department has a third-party contractor check the accuracy of the meters of our larger industrial and commercial customers on an annual basis. We test approximately 60-70 meters annually. The current contractor for meter testing is with M&R Services. The contract price is \$105 per meter tested. Mr. Hassebrock asked Council to approve the meter testing by M&R Services for a not to exceed price of \$7,350.00.

Motion to approve the Electric Meter Testing by M & R Services with a not to exceed amount of \$7,350.00 was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

6. 4" PE Pipe

Gary Riggs, Gas Department Head stated City Gas has requested and received three bids for 3,480 LF of 4" PE Pipe. The Gas System has three large upcoming projects that will require this pipe. Approval is recommended for Consolidated Pipe & Supply at \$2.88 per LF for a total of \$10,022.40.

Motion to approve Consolidated Pipe & Supply for \$10,022.40 was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

7. Thermal Imaging Camera for New Fire Truck

Chief King respectfully requested approval of a new Thermal Imaging Camera for the

new fire truck due to arrive in May. This camera will be an MSA Evolution 6000 model which is identical to all other cameras in use on our fire trucks. The camera is used by firefighters in environments where there is zero visibility to help locate victims and find the base of a fire. The use of the camera reduces the amount of time required to extinguish a fire by allowing the Department to locate the fire quicker. In addition, the cameras improve the safety of the firefighter by allowing them to see the actual temperature of the area they are entering. There were two vendors for this product. Fireline for a price of \$7,185.00 and Ten 8 Fire Equipment at a price of \$7,117.73. City Fire recommended the low quote from Ten 8 with a price of \$7,117.73.

Motion to approve the thermal imaging camera to be financed through leasepool for the new fire truck from Ten 8 for a price of \$7,117.73 was made by Council Member Cooley and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

8. All Terrain Firefighting/Rescue Project

Chief King respectfully requested permission to proceed with the budgeted All Terrain Firefighting / Rescue project. This will provide City Fire with an all-terrain vehicle that will be equipped with firefighting capabilities and rescue capabilities for off road conditions and/or adverse weather situations. Local examples include our City trail system, increased urban interface construction such as Carter Grove Subdivision and the extreme drought conditions such as those experienced in 2016-17.

Local vendors were sought for the all-terrain vehicle by hand delivering bid request to multiple vendors. Only two returned. Rhinehart of Rome was the low bid at \$15,792.83 which was \$3,457.16 below the other bid from Ag-Pro of Cartersville. The bid for the skid unit is a single source manufacture at \$7,150.00. Also included in this package is lettering, lights and radio system. There are variables in the installation of the lights and radio so we have budgeted up to and not to exceed \$2,500.00 for this line item. This will bring the total project price of an up to and not to exceed price of \$28,757.83. This project will be a lease pool item that is \$1,242.17 under budget.

Motion to approve the purchase of an all-terrain firefighting/rescue project through leasepool funding was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

9. Dellinger Park Pool Repairs

Greg Anderson, Parks and Recreation Department Head stated a proposal was requested by Cartersville Parks and Recreation for specific repairs to the Dellinger Park pool. Repair work includes pool corner repairs, expansion joint repair and re-plastering of areas. Mr. Anderson recommended Aqua Design Systems' proposal of \$6,381.00 for these Dellinger Pool repairs. This will be paid for from Parks and Recreation outdoor facility maintenance account.

Motion to approve Dellinger Park Pool Repairs with Aqua Designs Systems in the amount of \$6,381.00 was made by Council Member Stepp and seconded by Council Member

Cooley. Motion carried unanimously. Vote: 6-0.

G. Contracts/Agreements

1. Dellinger Park Scoreboard Sponsorship Agreement

Mr. Anderson stated on October 5, 2017, Cartersville City Council approved an agreement and revised fee schedule for Dellinger Park football/softball scoreboard sponsorships. Cartersville Parks and Recreation staff member Britt McGill has recently secured a proposed sponsorship for all scoreboards. The sponsor has signed the agreement and is willing to fulfill the agreement by paying \$8,400.00 (60%) of the total \$14,000.00 for the 5-year sponsorship, once approved by City Council. The \$5,600.00 (40%) balance will be due at the beginning of the 2nd year of the contract. Mr. Anderson recommended the Dellinger Park Scoreboard sponsorship from Owen Security Solutions and request that Mayor Santini be authorized to sign any related documents.

A motion to approve the Dellinger Park Scoreboard Sponsorship Agreement was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

Motion to add an item to the agenda was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

2. Parker Fibernet Colocation Agreement

Mr. Porta stated Parker Fibernet has had an existing colocation agreement in our 6 Cook Street building since around 2012 without paying a monthly lease fee. With the move to the new fiber node building in the Public Works Compound, a new lease agreement has been negotiated where Parker Fibernet pays the city \$500 per month per rack space onsite plus \$150 per month for power. Based upon the equipment that Parker Fibernet needs in our building, they will be leasing one rack plus power for \$650 per month. The agreement has been reviewed by the City Attorney and I recommend approval of the colocation agreement with Parker Fibernet.

Motion to approve the Parker Fibernet Colocation Agreement was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

H. Bid Award/Purchases

1. Purchase of Additional Defibrillators

Mr. Porta stated since the City Council approved the purchase of defibrillators for various City departments, Fire Captain Chad Hendrix has visited all City locations and discussed the location of wall mounted cabinets and locations for portable defibrillator units with City employees. After inspecting sites and discussing the units with employees, additional units need to be purchased. Mr. Porta recommended the purchase of 7 additional units at a cost of \$8,419.41

which will provide more defibrillators to City staff in case of an emergency.

Motion to approve the purchase of additional defibrillators was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

Added Item: Appointment to the Etowah Area Consolidated Housing Authority

Mr. Porta stated with Council Member Cooley being selected as Mayor Pro Tem his position on the Etowah Area Consolidated Housing Authority needed to be filled. Hedy Smith is the recommended individual to fill the Board position.

Motion to approve Hedy Smith as a board member to the Etowah Area Consolidated Housing Authority was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

I. Monthly Financial Statement

1. January 2018 Financial Report

Tom Rhinehart, Finance Department Head came forward and stated the financial report comparing January 2017 to January 2018. Mr. Rhinehart presented information in regards to revenue generated and expenditures with all departments. Overall expenses increased, LOST increased utility revenues fluctuate depending on weather conditions.

Council Member Hodge made a motion to go into closed session, and was seconded by Council Member Cooley. City Council went into closed session.

After closed session Council entered the Council Chambers and a motion to adjourn the meeting was made by Council Member Stepp. Needing no second the motion carried unanimously. Vote: 6-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Board of Zoning Appeals Board Member Recognition

SubCategory:	Commendation/Recognition
Department Name:	Planning and Development
Department Summary Recommendation:	David Caswell will be recognized for his years of service on the Board of Zoning Appeals. An award will be given to him at the meeting to thank him for his dedication.
City Manager's Remarks:	No formal action is required on the part of City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

4/5/2018 7:00:00 PM

Z18-03: Rezoning of property located on Center Road from R-10 with conditions (Single Family Residential) to RA-12 (Single Family Dwelling) and R-20 (Single- Family Residential).

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	In 2004 per Z04-14, approximately 202 acres were rezoned from R-20 to R-10 with conditions for two tracts of land along Center Road west of and adjacent to I-75. Tract 1 was north of Center Road and named the Etowah Preserve subdivision. Tract 2 was south of Center Road. Tract 1 was planned to be developed in three (3) phases. Infrastructure, including roads, curb and gutter, street lights, utility lines and meters, stormwater pipes and detention ponds were installed. The project stalled about 2008. No construction activities have occurred since. Tract 2, a subdivision currently known as Autumn Canyon, was purchased by LGI Homes about 2015 and has been fully completed. Autumn Canyon has 79 lots. This project proposes to develop Etowah Preserve in 2 phases. Phase 1 would improve all existing infrastructure components and construct up to 199 townhome units. Phase I requests rezoning from R-10 with conditions to RA-12. Phase 2 development would occur at a future date and requests a rezoning from R-10 with conditions to R-20 until market studies can be conducted to determine the best use of the land. The Phase 1 boundaries from Z04-14 and Z18-03 are very similar and are used for comparison. Phases 2 and 3 from Z04-14 are combined into Phase 2 for Z18-03. Proposed Development Activities for Z18-03 include: Phase 1: 58.55 acres (Phase 2: 103.37) All Units 26' wide by 30' deep. Option for a 60' wide x 20' deep unit, for discussion. 199 units proposed in Phase 1 (Z04-14 proposed 121 lots in Phase 1)

Cover Memo
Item # 3

	(4)- 7 unit buildings proposed. Total= 28 units. (23)- 6 unit buildings proposed. Total= 138 units. (1)- 5 unit building proposed. Total= 5 units (7)- 4 unit buildings. Total= 28 units. Density= 3.4 units/ acre. <i>(Z04-14 proposed 1.7 lots/acre).</i> Total Front Entry units = 97 Total Rear Entry Units = 102 Due to the original project foreclosure, the City has received maintenance bonds totaling \$176,700 for the following items: Storm Drainage, Sidewalks and Streets= \$49,800 Water/ Sewer Maintenance = \$67,000 Final Asphalt Top Coating = \$59,900 This bond money could be used by the developer to offset the costs of repairing the existing infrastructure. This rezoning application (available in the City Clerk's office) proposes to remove all previous zoning conditions associated with Z04-14 though several of the conditions should remain in place.
City Manager's Remarks:	City Council approval of this rezoning is recommended by the Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

4/5/2018 7:00:00 PM

T18-01: Text Amendment to Chapter 20, Signs and Outdoor Advertising, Article II, Sign Ordinance. The purpose of the text amendment is to address electronic signs, brightness controls, and use of Stationary Electronic Signs.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The purpose of the text amendment is to define electronic freestanding signs, include brightness controls and to allow the use of Stationary Electronic Signs on E. Main Street from Hwy 41 to I-75.
City Manager's Remarks:	City Council approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor Santini & City Council
From: Randy Mannino and David Hardegree
Date: March 26, 2018
Re: Text Amendment T18-01

Based on recent review of the electronic sign ordinance as a result of a proposed Racetrac fueling station on E. Main Street near I-75, staff discovered gaps in the ordinance regarding the definition of electronic freestanding signs, brightness control, the use and application of LED technology for gas/ refueling stations to illuminate signs and for gas/ refueling stations to provide remote updates to fuel pricing in electronic freestanding signs.

The purpose of the text amendment is to define electronic freestanding signs, include brightness controls and to allow the use of Stationary Electronic Signs on E. Main Street from Hwy 41 to I-75.

Please see attached for the proposed changes.

Sec. 20-25 Text Amendment
T18-01

Sec. 20-18. - Definitions.

Electronic Freestanding Sign. A freestanding sign that may be either an "Electronic Sign" or Stationary Electronic Sign. Electronic Freestanding Signs must meet all sign requirements for the sign location and application.

Electronic sign. A sign whose message may be changed at intervals by electronic process or by remote control, including the device known as a commercial electronic variable message sign.

Electronic sign, stationary. A sign, kept constant in intensity when in use, which does not exhibit sudden or marked changes in lighting effects, and which does not exhibit any other changes of any nature within a continuous one-minute time interval.

Sec. 20-25. - Freestanding signs.

All signs under this section require a permit.

(1) *Location.* If a lot has more than one (1) street frontage and a freestanding sign is proposed on each street, then the freestanding sign allowed on each frontage can be no closer to the intersection of said streets than half the distance of the frontage on each street.

(2) *Electronic freestanding signs.*

a. Electronic freestanding signs which are directly illuminated; exhibit animation; blink; change copy; display moving pictures or images; flash; contain light emitting diode (LED); and/or contain liquid crystal display (LCD) shall be prohibited for residential use properties and the downtown business district (DBD).

b. Electronic freestanding signs on nonresidential use properties shall be prohibited except when located adjacent to one (1) of the following roads:

1. Burnt Hickory Rd. (beginning at, and including, the intersection with West Ave. and running north).
2. Cassville Rd. (beginning at, and including, the intersection with North Erwin St. and running northwest).
3. Church St. (beginning at, and including the intersection with North Tennessee St. and running east).
4. Collins Dr.
5. Douthit Ferry Rd. (beginning at, and including, the intersection with West Ave. and running south until, and including, intersection with Indian Mounds Rd.).
6. Felton Rd. (beginning at, and including, the intersection with Tennessee St. and running east until, and including, the intersection with US 41).
7. Gentilly Blvd.
8. Grassdale Rd. (beginning at, and including, the intersection with US 41 and running north).
9. Henderson Dr.
10. Old Mill Rd. (beginning at, and including, the intersection with Henderson Dr. and running west).
11. State Route 20.
12. Tennessee St.

Sec. 20-25 Text Amendment

T18-01

13. US 41 and corresponding frontage roads.
14. US 411 and corresponding frontage roads.
15. West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).

16. E, Main Street, Stationary Electronic Sign Only (Beginning at US 41 and running east to the east side of the I-75 interchange).

- c. Electronic freestanding signs, including animated illumination or effects; electronic sign; electronic sign, stationary; and/or flashing as defined herein, shall in no case exceed fifty (50) percent of total sign face.
- d. No more than one (1) electronic freestanding sign may exist on a single lot.
- e. No electronic freestanding sign may be located within one hundred (100) feet of a single-family residential dwelling and may not exceed brightness levels defined in this chapter.
- f. Any permit for an electronic ~~freestanding~~ sign shall include a maximum number of displays per cycle for the structure. No more than six (6) displays per minute shall be allowed, and each display shall not change more frequently than once every ten (10) seconds.
- g. Stationary Electronic signs~~Such displays~~ shall contain static messages only, changed instantaneously, through dissolve or fade transitions, or other subtle transitions that do not have the appearance of moving text or images. In any event, such signs may not have movement, or the appearance of or illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating, or varying of light intensity.
- h. All ~~such electronic freestanding signs~~ signs shall be programmed to automatically freeze in a single display in the event of a malfunction or computer/system error.
- i. The planning and development department shall be provided with an on-call contact person and phone number for each permitted electronic freestanding sign. The contact person must have the ability and authority to make immediate modifications to the displays and lighting levels should the need arise. In the event the contact person is unobtainable or unresponsive, the permit holder grants to the planning and development department the authority to access and disable the sign in cases of emergency or when the sign poses a threat to public safety.

Additions:

Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change to ensure the brightness is decreased in low light situations. Brightness levels may not exceed more than two-tenths (0.20) foot candles above ambient light levels (at measurement conditions) as measured at a distance of one hundred twenty-five (125) feet.

(Per Racetrac letter: The day setting shall be at 70% brightness and the nighttime setting shall be at 20% brightness.)

If the sign is located in the line of sight of a residential dwelling, such sign shall not operate at brightness levels of more than one-tenth (0.1) foot candles above ambient light levels (at measurement conditions) as measured to the nearest residential property line between the said sign and dwelling.

In the course of investigating a complaint, Staff may request a certification of the brightness (under measurement conditions) by an independent contractor, if the sign has not been certified within the preceding twelve (12) months. If the investigation and certification indicate that

Sec. 20-25 Text Amendment

T18-01

the sign exceeds the brightness levels specified in this chapter, the owner of the sign shall turn off the sign until the brightness of the sign is brought into compliance with this chapter within twenty-four (24) hours of a request by the Planning and Development Department. Compliance with these requirements will be done at the owner's expense.



City of Cartersville

City Council Meeting

4/5/2018 7:00:00 PM

T18-02: Text Amendment to Chapter 26, Article IX, Commercial Use Districts, Sec. 9.2. M-U Multiple Use District, subsection 9.2.3(R), Development Standards. The purpose of the text amendment is to correct deficiencies

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The purpose of the text amendment is to add requirements for townhouse development found in other sections of the zoning ordinance.
City Manager's Remarks:	City Council approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor Santini & City Council
 From: Randy Mannino and David Hardegree
 Date: March 26, 2018
 Re: Text Amendment T18-02

Based on a recent plan review of proposed townhomes on Jones Street in the M-U District (Multiple Use), staff discovered discrepancies in the ordinance regarding development standards for townhomes. Zoning District RA-12 provides townhome development standards for site plan proposals. Townhomes are allowed in the M-U district, but five (5) key development standards are missing from the M-U district that are found in the RA-12 district. As a result of the findings, the following additions are recommended for the M-U district:

Section 9.2.3 R. Additional Townhouse Standards

- 2. Minimum lot depth: One hundred (100) feet**
- 3. No fewer than three (3) dwelling units in a row shall be allowed.**
- 4. Alley or private drive access required.**
- 5. Required parking shall be allowed in the rear yard only.**
- 6. Principal buildings shall front a private drive or public right-of-way.**

The following development standards currently exist for townhomes in the M-U District:

Section 9.2.3

A. Height regulations. Single-family residential buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher;

B. Front yard setback: Ten (10) feet.

C. Side yard setback: Ten (10) feet.

D. Rear yard setback: Townhouse: Twenty (20) feet.

E. Minimum lot area. Townhouse/attached: Two thousand (2,000) square feet.

F. Maximum density. Townhouse/attached: Twelve (12) dwelling units per acre.

G. *Minimum lot width at building line. Townhouse:* Twenty (20) feet per lot.

H. *Minimum lot frontage. Townhouse:* Twenty (20) feet per lot.

I. *Minimum heated floor area per dwelling unit. Townhouse/attached:* One thousand (1,000) square feet.

J. *[Metal panels, metal sheathing, standard gray concrete block.]* The use of metal panels or metal sheathing and/or standard gray concrete block on the exterior walls of any building or structure shall be prohibited with the exception that such materials may be used if finished with a product consisting of brick, stone, hard-coat stucco, or fiber cement siding.

K. *[Air conditioning units and HVAC systems.]* Air conditioning units and HVAC systems shall be thoroughly screened from view from the public right-of-way and from adjacent properties by using walls, fencing, roof elements, or landscaping on multifamily and nonresidential properties.

L. *[Gable or hip roofs.]* Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.

M. *[Front building facade.]* The front building facade of all principal buildings shall be oriented toward street fronts or adjacent arterial street fronts.

N to Q. Not applicable to Townhomes

R. *Other standards.*

1. Townhouse developments shall have a minimum development area of one-half (½) acre. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with [section 4.17](#) of this chapter.

Sec. 20-25 Text Amendment
T18-01

9.2 Multi-Use District

9.2.3 Development Standards

... R. Additional Townhouse Standards

1. Townhouse developments shall have a minimum development area of one-half (½) acre. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with [section 4.17](#) of this chapter.
2. *Minimum lot depth*: One hundred (100) feet
3. No fewer than three (3) dwelling units in a row shall be allowed.
4. Alley or private drive access required.
5. Required parking shall be allowed in the rear yard only.
6. Principal buildings shall front a private drive or public right-of-way.

S. *Other standards.*

1. Multifamily developments shall comply with section 7.1.3.K. and N. of this chapter.

T. *Guest house.* In addition to standards required in this chapter, the following standards shall be met for a guest house:

1. No more than one (1) guest house structure per lot.
2. A minimum lot size of fifteen thousand (15,000) square feet shall be required.
3. A guest house shall be occupied by relatives, employees that work on the property, or guests only.
4. Heated floor area shall not exceed fifty (50) percent of the heated floor area of the principal building.
5. A guest house structure shall comply with the principal setbacks of the district.
6. A guest house shall not be allowed in the front yard.
7. A guest house shall not exceed the height of the principal building on the lot.
8. Requires owner-occupancy of the principal building on the lot.



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Appeal of HPC Decision

SubCategory:	Other
Department Name:	Planning and Zoning
Department Summary Recommendation:	Matt Womack is appealing the HPC decision that he cannot paint his historic brick house and that he is to remove the primer coat that has been applied. Mr. Womack submitted an application for a Certificate of Preservation on 2-2-17 for a 2nd story addition to his home at 716 West Ave. The home is historic and contributing to the West End Historic District. The application was approved by the Historic Preservation Commission on 2-21-17. The application did not request to paint the existing brick house, but did state that the new addition red brick would match the existing red brick. On March 7, staff observed that the brick was being painted and a stop work order was issued. Unpainted brick on a historic home is to remain unpainted per the HPC Design Guidelines. The Staff summary and supporting documents can be viewed in the City Clerk's office.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	

Sec. 9.25-34. - Application to preservation commission for certificate of preservation.

(p) Appeals. Any person adversely affected by any determination made by the commission relative to the issuance of denial of a certificate of preservation may appeal such determination to the city council. Any such appeal must be filed with the city council within thirty (30) days after the issuance of the determination pursuant to section 9.25-34(j)(1) of this chapter. The city council may approve, modify, or reject the determination made by the commission, if the governing body finds that the commission abused its discretion in reaching its decision. Appeals from decision of the city council may be taken to the Superior Court of Bartow County in the manner provided by law for appeals from conviction for city ordinance violations.

Definition of Abuse of Discretion

Abuse of discretion is synonymous with a failure to exercise a sound, reasonable and legal discretion. It is a strict legal term indicating that appellate court is simply of opinion that there was a commission of an error of law in the circumstances. It does not imply intentional wrong or bad faith, or misconduct, nor any reflection on the judge, but means the clearly erroneous conclusion and judgment – one that is clearly against logic and effect of such facts as are presented in support of the application or against the reasonable and probable deductions to be drawn from the facts disclosed upon the hearing; an improvident exercise of discretion; an error of law.



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Old Tennessee Rd at Hwy 20/411

SubCategory:	Public Hearing
Department Name:	Administration
Department Summary Recommendation:	The portion of Old Tennessee Road within Land Lot 51 at its intersection with State Route 20 and U.S. 411 has ceased to be used by the public and no substantial public purpose is served. It is in the best public interest that this section of road be abandoned. Notice of the proposed abandonment will be sent to Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop.
City Manager's Remarks:	City Council approval of this abandonment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO. _____

WHEREAS, the City of Cartersville has been in discussions with Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop, regarding abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road, due to the relocation of a portion of Old Tennessee Road with its intersection with U.S. Hwy. 411 and State Route 20.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Cartersville, that notice of the proposed abandonment be sent to Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop, and that notice be published in the legal organ of the County on the 19th day of April, 2018 and 26th day of April, 2018, as required by O.C.G.A. §32-7-2, and that the Mayor and City Council shall consider said proposed abandonment at its meeting on the 5th day of April, 2018.

BE IT AND IT IS HEREBY RESOLVED this ____ day of _____, 2018.

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

ARCHER & LOVELL, P.C.

ATTORNEYS AT LAW
 336 S. TENNESSEE STREET
 P. O. BOX 1024
 CARTERSVILLE, GEORGIA 30120

David G. Archer
 E. Keith Lovell

(770) 386-1116
 Fax (770) 382-7484

MEMORANDUM

TO: William Neel, Jr., Esq.
FROM: E. Keith Lovell, Assistant City Attorney
DATE: February 28, 2018
RE: Abandonment of Old Tennessee at 411 & Hwy 20

Billy,

Attached are the documents, revised, as we discussed. Please review and if acceptable, please provide us with one signed original of the notice provided.

If you have any questions, please let us know.

Thank you.
 Stacey Forristall
 Paralegal

3/12/2018

KEITH:

*Attached is signed original per your request
 in order to proceed to release this abandoned
 road segment to the owners.*

*Let me know if you need anything else
 from me*

THANKS,

Billy Neel Item # 7

770-382-0622

ARCHER & LOVELL, P.C.

ATTORNEYS AT LAW
 336 S. TENNESSEE STREET
 P. O. BOX 1024
 CARTERSVILLE, GEORGIA 30120

David G. Archer
 E. Keith Lovell

Phone: (770) 386-1116
 Fax: (770) 382-7484

February 6, 2018

Ms. Martha B. Gill
 f/k/a Martha B. Richards
 c/o William Neel, Jr., Esq.
 PO Box 458
 Cartersville, GA 30120

Mr. Paul A. Bishop
 c/o William Neel, Jr., Esq.
 PO Box 458
 Cartersville, GA 30120

RE: City of Cartersville - Abandonment of that certain part of Old Tennessee Road within Land Lot 51 at its intersection with State Route 20 and U.S. 411 and acceptance of right of access to State Route 20 and U.S. 411 via this portion of Old Tennessee Road

Dear Ms. Gill and Mr. Bishop:

This firm represents the City of Cartersville, Georgia. Pursuant to the provisions of O.C.G.A. §32-7-2, that portion of Old Tennessee Road within Land Lot 51 at its intersection with State Route 20 and U.S. 411 has ceased to be used by the public and no substantial public purpose is served. Therefore, it is in the best public interest that this section of road be abandoned.

Very Truly Yours,

ARCHER & LOVELL, P.C.

/s/ E. Keith Lovell

E. Keith Lovell
 Assistant Attorney, City of Cartersville

/s/f

ACCEPTANCE OF NOTICE OF ABANDONMENT:

The undersigned hereby acknowledge receipt of this notice of abandonment and accept said notice of abandonment by the City of Cartersville.

Martha B. Gill
 Martha B. Gill
 f/k/a Martha B. Richards

Paul A. Bishop
 Paul A. Bishop

PUBLIC HEARING

The Mayor and City Council of the City of Cartersville shall conduct a public hearing regarding the abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road at its regularly scheduled meeting on the 3rd day of May, 2018, at 7:00 p.m. and afterwards consider the following resolution to abandon and dispose of said property:

RESOLUTION NO. _____

WHEREAS, the Mayor and City Council provided notice of the abandonment of that portion of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road to the owners and published notice in the legal organ of Bartow County on the 19th day of April, 2018 and 26th day of April, 2018; and

WHEREAS, the Mayor and City Council have held a public hearing to discuss the abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road; and

WHEREAS, the Mayor and City Council have determined that it is in the best public interest to abandon Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as transfer the right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road, due to the relocation of a portion of Old Tennessee Road with its intersection with U.S. Hwy. 411 and State Route 20; and

WHEREAS, that portion of abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road, as indicated on the plat of survey prepared for Highlands Investment Associates, by William B. Smith, G.R.L.S No. 1803, dated October 13, 2017 which is attached hereto and incorporated herein by reference as Exhibit "A;" and

WHEREAS, after consideration, the Mayor and City Council have determined that said Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy may be abandoned and the City will transfer the right of

way access onto U.S. Hwy 411 and State Route 20 via this section of Old Tennessee Road; and

WHEREAS, a quitclaim deed to the City of Cartersville, from Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop transferring this section of Old Tennessee Highway and right of access needs to be executed, to effectuate said abandonment and transfer of right of access rights.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED that the City of Cartersville has determined that it is in the best public interest for the abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, and to transfer of the right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road. Pursuant to O.C.G.A. § 32-7-1 et. seq., Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop shall transfer by quitclaim deed to the City of Cartersville all of their rights and interest in and to that portion of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy and the right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road as indicated by the quitclaim deed attached as Exhibit "B." The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to effectuate said transfer. As the City did not pay for said property per O.C.G.A. § 32-7-4(2)(A), said property is being transferred at its cost to the City of \$0.00. In the event that Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop do not wish the underlying fee, that portion of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy shall be abandoned, and the City is authorized to sell pursuant to O.C.G.A. § 32-7-4.

BE IT AND IT IS HEREBY RESOLVED this ____ day of _____, 2018.

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

This 5th day of April, 2018.

/s/ Matthew J. Santini, Mayor
City of Cartersville, Georgia

EXHIBIT “A”

Copies are available at the Office of the City Manager, City of Cartersville, Georgia

RESOLUTION NO. _____

WHEREAS, the Mayor and City Council provided notice of the abandonment of that portion of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road to the owners of said property, and published notice in the legal organ of Bartow County on the 19th day of April, 2018 and 26th day of April, 2018; and

WHEREAS, the Mayor and City Council have held a public hearing to discuss the abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road; and

WHEREAS, the Mayor and City Council have determined that it is in the best public interest to abandon Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as transfer the right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road, due to the relocation of a portion of Old Tennessee Road with its intersection with U.S. Hwy. 411 and State Route 20; and

WHEREAS, that portion of abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, as well as right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road is indicated on the plat of survey prepared for Highlands Investment Associates, by William B. Smith, G.R.L.S No. 1803, dated October 13, 2017, which is attached hereto and incorporated herein by reference as Exhibit “A;” and

WHEREAS, after consideration, the Mayor and City Council have determined that said Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy may be abandoned and the City will transfer the right of way access onto U.S. Hwy 411 and State Route 20 via this section of Old Tennessee Road; and

WHEREAS, a quitclaim deed to the City of Cartersville, from Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop transferring this section of Old Tennessee Highway and right of access in the form attached hereto and incorporated herein by reference as Exhibit “B,” needs to be executed, to effectuate said abandonment and transfer of right of access rights.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED that the City of Cartersville has determined that it is in the best public interest for the abandonment of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy, and to accept of the right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road. Pursuant to O.C.G.A. § 32-7-1 et. seq., Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop shall transfer by quitclaim deed to the City of Cartersville all of their rights and interest in and to that portion of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy and the right of access onto U.S. Hwy. 411 and State Route 20 via this section of Old Tennessee Road as indicated by the quitclaim deed attached as Exhibit “B.” The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to effectuate said transfer. As the

City did not pay for said property per O.C.G.A. § 32-7-4(2)(A), said property is being transferred at its cost to the City of \$0.00. In the event that Martha B. Gill f/k/a Martha B. Richards and Paul A. Bishop do not wish the underlying fee, that portion of Old Tennessee Road within Land Lot 51, located at State Route 20 and U.S. Hwy shall be abandoned, and the City is authorized to sell pursuant to O.C.G.A. § 32-7-4.

BE IT AND IT IS HEREBY RESOLVED this _____ day of _____, 2018.

/s/ _____
 Matthew J. Santini, Mayor
 City of Cartersville, Georgia

ATTEST:

/s/ _____
 Meredith Ulmer, City Clerk
 City of Cartersville, Georgia

EXHIBIT "A"

SPACE FOR CLERK OF SUPERIOR COURT

AS REQUIRED BY SUBSECTION (c) OF O.C.G.A. SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE MUNICIPAL, COUNTY, OR MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

SPACE FOR GOVERNMENT BODY APPROVAL

NOTE:
THIS PLAT DOES NOT REQUIRE APPROVAL OF THE MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY.

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

William C. Smith
DATE: 10-31-2017
WILLIAM C. SMITH: GEORGIA REGISTERED LAND SURVEYOR No. 1803
DATE OF LAST FIELD SURVEY WORK: 10-31-2017

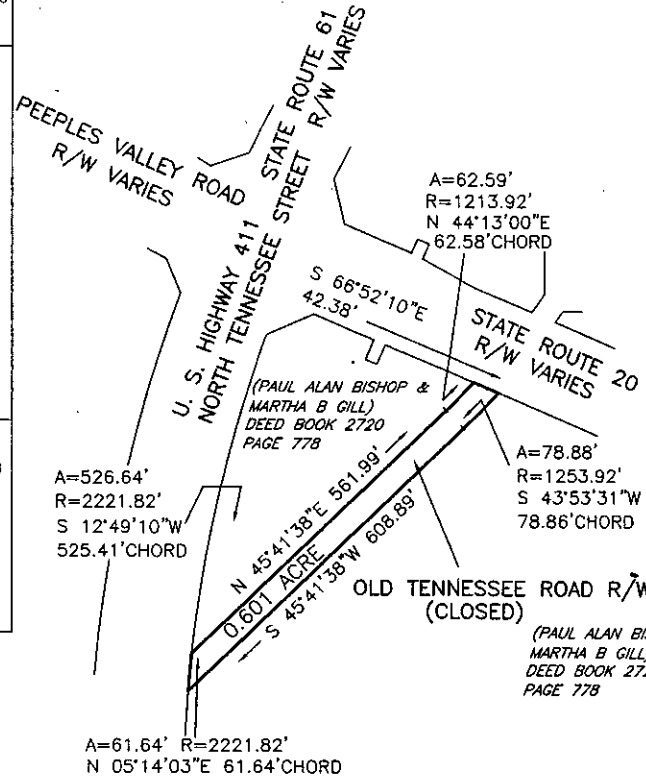


FIELD TRAVERSE:
CLOSURE; ONE FOOT IN 20,000 FEET
USING A LIETZ SET 3.
ANGULAR ERROR; 0'00'06"PER ANGLE
POINT USING A LIETZ SET 3.
ADJUSTED; USING THE COMPASS RULE.

SMITH & SMITH LAND SURVEYORS, P.C.
LAND SURVEYOR FIRM No. LSF1000133
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1803

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



6656.CRD 6656-4.DWG
FLOOD INSURANCE RATE MAP 13015C0258 G
DATED SEPT.29,1989 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.

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

PLAT CLOSURE;
ONE FOOT IN
394,000 FEET.

OCTOBER 31, 2017



0 40 200
20 100 300
SCALE 1"=200'
FILE 6656-4

GEORGIA ZONE WEST
GRID NORTH

EXHIBIT "B"

AFTER RECORDING RETURN TO:

Archer & Lovell, PC

PO Box 1024

Cartersville, GA 30120

Title Examination Not Performed

STATE OF GEORGIA
COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2018, between, **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter referred to as "Grantor") and **MARTHA B. GILL (formerly Martha B. Richards) and PAUL A. BISHOP** (hereinafter collectively called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, and their successors and assigns, the following described property, to wit:

THIS QUITCLAIM DEED IS GIVEN FOR THE EXPRESS PURPOSE OF ABANDONMENT OF THAT PORTION OF OLD TENNESSEE ROAD THAT HAS BEEN RELOCATED TO A NEW LOCATION FOR INTERSECTION WITH U.S. HIGHWAY 411. THAT ABANDONED PORTION OF OLD TENNESSEE ROAD THAT IS HEREBY RELEASED AND CONVEYED IS AS FOLLOWS:

All that tract or parcel of land lying and being in Land Lot 51 of the 4th District, 3rd Section, Bartow County, Georgia, being all of that segment of Old Tennessee Road (now a closed road) as shown upon plat prepared by William C. Smith, G.R.L.S. No. 1803, dated October 31, 2017 (Surveyor File #6656-4), said plat recorded in Plat Book _____, Page _____, Bartow County Records, incorporated herein by reference to reflect the roadway to be abandoned to the Grantees by this conveyance, said roadway also being more particularly described as follows:

All of the former right-of-way of Old Tennessee Road, consisting of 0.601 acres, as shown upon the above-referenced plat, said former right-of-way beginning at a point located in Land Lot 51 at the intersection of the East right-of-way line of U.S. Highway 411 (North Tennessee Street) and the Northwest right-of-way line of Old Tennessee Road; and from this beginning point go North 45 degrees 41 minutes 38 seconds East along the Northwest right-of-way line of Old Tennessee Road a

Item # 7

distance of 561.99 feet to a point; thence continuing along said Northwest right-of-way line of Old Tennessee Road an arc distance of 62.59 feet to a point on the Southerly right-of-way line of (relocated) State Highway Route 20; thence South 66 degrees 52 minutes 10 seconds East along the Southernly right-of-way of (relocated) State Highway Route 20 a distance of 42.38 feet to a point; thence South 43 degrees 53 minutes 31 seconds West an arc distance of 78.88 feet to a point; thence South 45 degrees 41 minutes 38 seconds West a distance of 608.89 feet to a point at the intersection of the East right-of-way line of U.S. Highway 411 (North Tennessee Street) and the Southeast right-of-way line of Old Tennessee Road; thence North along the East right-of-way line of U.S. Highway 411 an arc distance of 61.64 feet; more or less, to the true point of beginning.

IT IS THE INTENT OF THIS INSTRUMENT TO ABANDON ALL OF OLD TENNESSEE ROAD WITHIN LAND LOT 51, LOCATED SOUTH OF STATE HIGHWAY ROUTE 20, TO THE GRANTEES, DUE TO THE RELOCATION OF THIS PART OF OLD TENNESSEE ROAD, AND THE ABANDONMENT AND CLOSURE OF THIS ROAD AT THIS LOCATION. ALSO CONVEYED HEREWITH, TOGETHER WITH OLD TENNESSEE ROAD AS DESCRIBED ABOVE, IS ANY/ALL OF GRANTOR'S RIGHT OF ACCESS ONTO U.S. HIGHWAY 411 AND STATE HIGHWAY ROUTE 20 VIA THIS SECTION OF OLD TENNESSEE ROAD.

THE CITY OF CARTERSVILLE HEREBY RESERVES EASEMENTS FOR ANY EXISTING UTILITIES IN SAID RIGHT OF WAY; AS MAY BE THE CASE.

This quitclaim is given subject to any restrictions and easements of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever in fee simple.

AND THE SAID Grantor, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the Grantee, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF CARTERSVILLE, a municipal
corporation of the State of Georgia

Witness

By: _____
Matthew J. Santini, Mayor

Notary Public

Attest: _____
Meredith Ulmer, City Clerk

My Commission Expires:

[AFFIX SEAL]

AFTER RECORDING RETURN TO:

Archer & Lovell, PC

PO Box 1024

Cartersville, GA 30120

Title Examination Not Performed

STATE OF GEORGIA
COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2018, between, **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter referred to as "Grantor") and **MARTHA B. GILL (formerly Martha B. Richards) and PAUL A. BISHOP** (hereinafter collectively called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, and their successors and assigns, the following described property, to wit:

THIS QUITCLAIM DEED IS GIVEN FOR THE EXPRESS PURPOSE OF ABANDONMENT OF THAT PORTION OF OLD TENNESSEE ROAD THAT HAS BEEN RELOCATED TO A NEW LOCATION FOR INTERSECTION WITH U.S. HIGHWAY 411. THAT ABANDONED PORTION OF OLD TENNESSEE ROAD THAT IS HEREBY RELEASED AND CONVEYED IS AS FOLLOWS:

All that tract or parcel of land lying and being in Land Lot 51 of the 4th District, 3rd Section, Bartow County, Georgia, being all of that segment of Old Tennessee Road (now a closed road) as shown upon plat prepared by William C. Smith, G.R.L.S. No. 1803, dated October 31, 2017 (Surveyor File #6656-4), said plat recorded in Plat Book ____, Page ____, Bartow County Records, incorporated herein by reference to reflect the roadway to be abandoned to the Grantees by this conveyance, said roadway also being more particularly described as follows:

All of the former right-of-way of Old Tennessee Road, consisting of 0.601 acres, as shown upon the above-referenced plat, said former right-of-way beginning at a point located in Land Lot 51 at the intersection of the East right-of-way line of U.S. Highway 411 (North Tennessee Street) and the Northwest right-of-way line of Old Tennessee Road; and from this beginning point go North 45 degrees 41 minutes 38 seconds East along the Northwest right-of-way line of Old Tennessee Road a

Item # 7

distance of 561.99 feet to a point; thence continuing along said Northwest right-of-way line of Old Tennessee Road an arc distance of 62.59 feet to a point on the Southerly right-of-way line of (relocated) State Highway Route 20; thence South 66 degrees 52 minutes 10 seconds East along the Southernly right-of-way of (relocated) State Highway Route 20 a distance of 42.38 feet to a point; thence South 43 degrees 53 minutes 31 seconds West an arc distance of 78.88 feet to a point; thence South 45 degrees 41 minutes 38 seconds West a distance of 608.89 feet to a point at the intersection of the East right-of-way line of U.S. Highway 411 (North Tennessee Street) and the Southeast right-of-way line of Old Tennessee Road; thence North along the East right-of-way line of U.S. Highway 411 an arc distance of 61.64 feet; more or less, to the true point of beginning.

IT IS THE INTENT OF THIS INSTRUMENT TO ABANDON ALL OF OLD TENNESSEE ROAD WITHIN LAND LOT 51, LOCATED SOUTH OF STATE HIGHWAY ROUTE 20, TO THE GRANTEES, DUE TO THE RELOCATION OF THIS PART OF OLD TENNESSEE ROAD, AND THE ABANDONMENT AND CLOSURE OF THIS ROAD AT THIS LOCATION. ALSO CONVEYED HEREWITH, TOGETHER WITH OLD TENNESSEE ROAD AS DESCRIBED ABOVE, IS ANY/ALL OF GRANTOR'S RIGHT OF ACCESS ONTO U.S. HIGHWAY 411 AND STATE HIGHWAY ROUTE 20 VIA THIS SECTION OF OLD TENNESSEE ROAD.

THE CITY OF CARTERSVILLE HEREBY RESERVES EASEMENTS FOR ANY EXISTING UTILITIES IN SAID RIGHT OF WAY; AS MAY BE THE CASE.

This quitclaim is given subject to any restrictions and easements of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever in fee simple.

AND THE SAID Grantor, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the Grantee, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF CARTERSVILLE, a municipal
corporation of the State of Georgia

Witness

By: _____
Matthew J. Santini, Mayor

Notary Public

Attest: _____
Meredith Ulmer, City Clerk

My Commission Expires:

[AFFIX SEAL]



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Blocking Railroad Crossings

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	Chapter 19, Railroads, Section 19-3 of this ordinance is being amended in order to deleting the section in its entirety.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 19. RAILROADS, SECTION 19-3 BLOCKING CROSSINGS is hereby amended by deleting said section in its entirety and replacing it with the following:

1.

Sec. 19-3 – Intentionally omitted.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Resolution Authorizing Condemnation

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	The Resolution authorizes condemnation of the property at 2001 Highway 113 SW, Taylorsville, GA in order for Transcontinental Gas Pipe Line Company, LLC to construct a Delivery Station to provide a natural gas supply to the City.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO: _____**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING CONDEMNATION**

WHEREAS, the City of Cartersville, Georgia (the “City”) desires to acquire certain real property and interests through the process of eminent domain; and

WHEREAS, said project is the construction of a Delivery Station from Transcontinental Gas Pipe Line Company, LLC, and related appurtenances, to provide a natural gas supply to the City; and

WHEREAS, it is necessary that the properties or interest in property and owners thereof more particularly described in Exhibit “A” attached hereto and incorporated herein by reference be acquired for a public purpose; and

WHEREAS, the owner is believed to be Grady Collum and the street address of such property is 2001 Highway 113 SW, Taylorsville, Georgia 30178; and

WHEREAS, on February 12, 2018, an Official Offer Letter was served upon Grady Collum and on March 9, 2018, a Notice of Consideration of Condemnation was served upon Grady Collum notifying him of the April 5, 2018 Council Meeting; and

WHEREAS, in order to maintain the projected schedule of construction it is necessary that the property or interests for the construction of said project be acquired without delay; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

that the Mayor and City Council of the City of Cartersville find that the circumstances are such that it is necessary for the property and interests as described herein and in exhibits attached hereto be acquired by condemnation under the Official Code of Georgia Annotated § 22-1-1, *et seq.* and as provided by law.

BE IT FURTHER RESOLVED that the City of Cartersville proceed to acquire the title, estate, and/or interests in the lands described herein, and in the exhibits attached to this Resolution by eminent domain under the provisions of said Code, and that the City of Cartersville Attorney is authorized and directed to file condemnation proceedings to acquire said title, estate, and/or interests in said lands and to deposit in the Bartow County Superior Court the sum estimated as just compensation, all in accordance with the provisions of said Code. Included in

this resolution is the authority to carry out any and all actions necessary or proper to acquire said property, including the ability to settle and file any appeals related thereto.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 5th day of April, 2018.

AYES _____

NAYS _____

ABSTAINS _____

/s/ _____

Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ _____

Meredith Ulmer, City Clerk
City of Cartersville, Georgia

EXHIBIT “A”

Legal Description to be supplied



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Depository Trust Company Letter

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The City needs to update its Depository Trust Company letter so securities can be held and transferred by the Depository Trust Company.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

City of Cartersville, Georgia

(Name of Issuer and Co-Issuer(s), if applicable)

April 5, 2018

(Date)

The Depository Trust Company

18301 Bermuda Green Drive

Tampa, FL 33647

Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the “Securities”) that Issuer shall request to be made eligible for deposit by The Depository Trust Company (“DTC”).

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

[incorporated in [REDACTED] the State of Georgia].

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC’s Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC’s Operational Arrangements, as they may be amended from time to time.

Very truly yours,

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

City of Cartersville, Georgia

(Issuer)

By: _____
(Authorized Officer’s Signature)

Matt Santini

(Print Name)

1 North Erwin Street

(Street Address)

Cartersville GA USA 30120

(City)

(State)

(Country)

(Zip Code)

(770) 387-5606

(Phone Number)

(E-mail)

DTCC

Address)

Item # 10

BLOR 06-2013

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

Additional Signature Page to BLANKET ISSUER LETTER OF REPRESENTATIONS For use with Co-Issuers

(Name of Issuer and Co-Issuer(s), if applicable)

In signing this Blanket Issuer Letter of Representations dated as of _____ .
Co-Issuer agrees to and shall be bound by all “Issuer” representations.

(Co-Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

(Street Address)

(City) (State) (Country) (Zip Code)

(Phone Number)

(E-mail Address)

SCHEDULE A

(To Blanket Issuer Letter of Representations)

**SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE**

(Prepared by DTC--bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

SCHEDULE A

(To Blanket Issuer Letter of Representations)

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Good Neighbor Homeless Shelter Grant Application

SubCategory:	Certification
Department Name:	Administration
Department Summary Recommendation:	This is the annual approval/certification requested in order for the Good Neighbor Homeless Shelter to make application for grant funds from the Georgia Department of Community Affairs. By approving you are saying that based on a review of the application and/or supporting documents that: 1. The Good Neighbor Homeless Shelter is within the jurisdiction of this local government, and 2. They are approved for funding by DCA The application is available to view in the City Clerk's office.
City Manager's Remarks:	This is an annual requirement of DCA for funding of the homeless shelter. Your approval of this item per the description above is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
4/5/2018 7:00:00 PM
Village Hills Lighting**

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department is seeking authorization to purchase the materials necessary for lighting the new Village Hills Drive. This road has been accepted into the City as a city street and thus will need to be illuminated at night. Our design calls for seven (7) light poles, with LED lighting fixtures for a grand total of \$10,913.00. The materials to which we have standardized are sole-sourced by Irby Company as the regional supplier. The Electric Department recommends approval of the purchase of the materials from Irby Company for the sum of \$10,913.00. This is a budgeted item.
City Manager's Remarks:	City Council approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Quotation



STUART C IRBY BR743 KENNESAW
1025-A COBB INTERNATIONAL PLACE
SUITE A
KENNESAW GA 30152
770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
02/07/18	S010606931
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30304	PAGE NO. 1

SOLD TO:
CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120-1390

SHIP TO:
CITY OF CARTERSVILLE
ATTN: ELECTRICAL DEPARTMENT
320 S. ERWIN STREET
CARTERSVILLE, GA 30120-3914

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
129337						James A Narmore	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Neil Godfrey				02/07/18	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
7EA 4 wks		1	^*AMEL ATBM-H-MVOLT-R2-3K-BZ-P7-NL AUTOBAHN LED ROADWAY LUMINAIRE, 164 WATTS, MULTI-VOLT, TYPE 2 OPTICS, 3000K, 7-PIN PE RECEPTACLE, DARK BRONZE			492.000EA	3444.00
7EA 9 wks		2	^*VALI 2603-345805T4 26'3" ROUND TAPERED ALUMINUM ANCHOR BASE POLE, DARK BRONZE, WITH 1MA0832B45 8FT MAST ARM AND 08R1315B17 BREAKAWAY T-BASE			1067.000EA	7469.00

* This is a quotation *

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	10913.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	10913.00

** Reprint ** Reprint ** Reprint **

Lighting Comparison

Process: Derek Hampton and Dillard Frazier were tasked with determining which LED light was the best product for Cartersville. They visited several manufacturing facilities and got 4 competitive bids from each of the manufacturers. A couple of important points to remember are:

- * The manufacturers told us that within the new five-ten years they would no longer be manufacturing the metal halide and high pressure sodium fixtures we currently use. At which time we would have to get with LED lighting.
- * Because each manufacturer uses their own parts to build their light, Cartersville wanted to standardize on one light and not have to keep a parts inventory for potentially four manufacturers of lights.

<u>Manufacturer</u>	<u>Type of Light</u>	<u>Price Per Unit</u>	<u>Notes</u>
American Electric	548 watt, cobra head	\$ 824.00	4-6 Weeks Delivery - 10 year warranty, 10 year surge protection
General Electric	548 watt, cobra head	\$ 946.00	4-6 Weeks Delivery - 10 year warranty, 10 year surge protection
Acuity Lighting	548 watt, cobra head	\$ 951.00	4-6 Weeks Delivery - 10 year warranty, 10 year surge protection
Cooper Lighting	548 watt, cobra head	\$ 1,056.00	6 weekd Delivery - 10 year warranty, 10 year surge protection

* American Electric was selected as the LED lighting supplier for Cartersville because of their pricing and commitment to quality as demonstrated during the plant tours. They also have a manufacturing facility in the Atlanta area.

* With the FY16-17 Budget Cartersville has started a 10 years program to convert all lighting in the city to LED type lighting.

* We chose the manufacturer of the LED lights in early 2016. Since that time the price of this light has dropped to 729.00 each and expected to drop further as more LED lights are being manufactured and installed.



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Directional Boring Pricing Contracts

SubCategory:	Contracts/Agreements
Department Name:	Electric
Department Summary Recommendation:	The current boring contract is expiring. We requested contractor bids in order to receive updated pricing. We have selected the two lower priced contractors for a 3-year period. One of the contractors will be new and the other is our existing contractor.
City Manager's Remarks:	City Council approval of both boring contractors will fix their cost and give Cartersville Electric a choice when the Department is in need of a boring contractor's services.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

AGREEMENT FOR ELECTRIC SYSTEM CONSTRUCTION

This agreement made and entered into on April 05, 2018 by and between the City of Cartersville, Georgia, hereinafter referred to as the "Owner" and L&M Underground Utilities, a corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as the "Contractor".

Whereas, the Contractor and the Owner desire to enter into an agreement under the terms of which the Contractor will be an independent contractor and will perform jobs of underground electric line construction which the Owner may assign to Contractor from time to time.

NOW THEREFORE, in consideration of mutual agreement, the work to be done and the payments to be made, as hereinafter provided, the parties agreed as follows:

The Contractor, acting as an independent contractor, agrees to furnish labor, supervision, tools, equipment and transportation for the construction, repair, rebuilding, or removal of any of the distribution, or other facilities of the Owner, on all jobs assigned by the Owner and accepted by the Contractor.

I. GENERAL CONDITIONS

- A. SPECIFICATIONS: The work performed shall be performed in a workmanlike manner, and shall comply with the Owner's specifications and the latest revision of the "*City of Cartersville Construction Assembly Specifications*". Contractor will maintain an orderly work area during construction and will leave work area clean, orderly, and safe to the public at the end of each work day.
- B. INSPECTIONS: While the supervision of its employees and control and management of its equipment is the responsibility of the Contractor, it is understood and agreed that the Owner shall at all times have the right to have its engineers, or other authorized agents, inspect the work being done and require performance to comply with specifications.
- C. SAFETY: The Contractor's or the Owner's safety rules and regulations, whichever is more stringent, shall be applicable to all assigned jobs. The Contractor shall provide and maintain at its own expense all such safeguards as will effectually prevent accidental damage to property or person during the execution of the work.
- D. ASSIGNED JOBS: The Owner shall provide the Contractor with a work order for each job describing the tasks to be completed. Any questions or concerns of the Contractor should be directed to the individual who initiated the work order and will be deemed as having been

ET # will be directed to the Owner. Any interaction necessary with Owner's customer to complete assigned job shall be conducted by Owner.

E. **PRICE SCHEDULE:** The Contractor agrees to furnish labor, supervision, tools, equipment, and transportation to accomplish the assigned job and the Owner agrees to pay for same in accordance with the following unit price. In the even the unit price does not fit the scope of work, hourly rate may be used only with prior approval of Owner. Unit Price and Hourly Rate for Labor include all insurance, unemployment, FICA, overhead, hospitalization, etc. Unit Price and Hourly Rate for Equipment include all line tools, safety equipment, hoists, and other miscellaneous equipment. All prices shall remain in effect until mutual agreement for adjustment.

1. UNIT PRICES

a. Install one 2" HDPE conduit	\$ <u>10.00</u> per foot
b. Install one 4" HDPE conduit	\$ <u>12.00</u> per foot
c. Install additional 2" HDPE conduits, each	\$ <u>3.00</u> per foot
d. Install additional 4" HDPE conduits, each	\$ <u>6.00</u> per foot
e. Install one direct buried primary cable	\$ <u>8.00</u> per foot
f. Install one direct buried secondary cable	\$ <u>8.00</u> per foot
g. Install additional direct buried primary, each	\$ <u>3.00</u> per foot
h. Install additional direct buried secondary, each	\$ <u>3.00</u> per foot
i. Equipment setup	\$ <u>75.00</u> per bore
j. Place conduit/cable in equipment	\$ <u>150.00</u> per run
k. Repair landscaping (rake, seed with fescue, hay)	included above
l. Unforeseen rock or debris (prior agreement required)— Apply only to items a, c, e or f above	add \$ <u>5.00</u> per foot (2")
Apply only to items b, d, e or f above	add \$ <u>8.00</u> per foot (4")
m. Call-Out fee (subject to limits of Paragraph H below)	\$ <u>none</u> per call-out
n. Minimum bore charge	\$ <u>1,000.00</u> per project

2. HOURLY RATES – ONLY WITH PRIOR APPROVAL FROM OWNER

Labor – Rates paid for Contractor's crew performing assigned job.

a. Foreman/Supervisor	\$ <u>35.00</u> per hour
b. Equipment Operator	\$ <u>25.00</u> per hour
c. Apprentice	\$ <u>20.00</u> per hour

Labor – Overtime Rates only paid with prior approval as specified in Paragraph H "OVERTIME AND EMERGENCY WORK for Contractor's crew performing assigned job.

a. Foreman/Supervisor	\$ <u>45.00</u> per hour
b. Equipment Operator	\$ <u>35.00</u> per hour
c. Apprentice	\$ <u>30.00</u> per hour

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Equipment – Rates paid for Contractor's equipment necessary to perform assigned job and shall be the hours paid to the Contractor's crew using the equipment. No compensation shall be paid for equipment not utilized on assigned job.

d. 16x20 Vermeer Boring Unit (or similar size)

\$ 200.00 per hour

e. Flat bed Utility Truck

\$ 35.00 per hour

f. Utility Trailer

included above

g. Reel Trailer

included above

h. Excavator w/18" bucket

\$ 45.00 per hour

F. WORKING CONDITIONS: Employees reporting to work, who are prevented from working because of inclement weather conditions, shall remain at the reporting point as specified to perform such tasks as assigned. Reporting time is three (3) hours.

G. HOURS: Eight (8) hours shall constitute a normal work day, during the hours of daylight, from Monday to Friday, inclusive, with a half-hour set aside for a lunch period. Upon mutual agreement between Owner and Contractor, four (4) ten-hour days may be worked Monday through Thursday or Tuesday through Friday. Work in excess of eight hours a day, or ten hours as mutually agreed, shall be subject to approval by the Owner, and shall be at the Contractor's standard applicable rate. Forty (40) hours shall constitute a normal work week. Except as specifically authorized under Paragraph H "Overtime or Emergency Work", Work will not be performed on Saturday or Sunday, or any holiday that the Owner's office is closed. The Contractor shall not be compensated on these days unless work is done on these days. If Contractor wishes to work on these days to complete a forty-hour work week, the work shall be performed at the standard applicable rate and shall be done only with the permission of the Owner.

H. OVERTIME AND EMERGENCY WORK: The Owner may approve overtime work or work outside of normal hours if deemed to be in the Owner's best interest. The Contractor may charge an increased labor rate for overtime or emergency work. The overtime labor rate shall be specified in Paragraph E2, and shall never exceed 1.5 times the normal labor rate. Only work that exceeds forty (40) hours or is outside of the hours specified in Paragraph G may be billed at the overtime rate. Overtime rates shall not be charged for equipment. If the contractor is required to perform work with less than one business day of notice and the actual work hours fall outside of the hours described in Paragraph G "HOURS", the contractor may charge a one-time call-out fee. This call-out fee shall never exceed the lesser of \$500 or 10% of the total invoice. The contractor must inform the Owner prior to mobilizing whether or not the Contractor intends to charge the call-out fee.

I. MATERIAL: The Owner shall furnish all of the materials necessary to complete assigned jobs, unless the Contractor is specifically instructed to furnish all or part of the same. Materials furnished by the Owner shall be made available to the Contractor at the Owner's warehouse, or a may be specified. The Contractor, acting as an independent contractor, shall be responsible for all of the Owner's materials so issued to it or removed from the job, and shall make and accounting of all items for each work order, with a reasonable allowance being made for normal waste, loss and breakage. The Owner may instruct the Contractor to furnish any part of all of

ET # w@ll the materials for a job. The Owner shall pay the Contractor for such materials furnished and incorporated in the job, including sales tax where applicable, at the Contractor's cost plus 10%. The Contractor's cost shall be determined from the supplier's invoices.

- J. DAMAGES: The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities cause, directly or indirectly, in whole or in part, by the Contractor, the Contractor's employees or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the job. In case of failure on the of the Contractor to restore such property, or make good such damages or injury, the Owner may, after 48-hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due to the Contractor under this Contract and/or will be billed to the Contractor.
- K. PROTECTION OF WORK, PROPERTY, PERSONS AND UTILITIES: The Contractor shall provide and maintain locates as required by Georgia Law.
- L. The Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury or loss to persons, the job, or property. Completed tasks and stored material shall be suitably protected during unseasonable weather, to allow job to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of customer interruption or adverse weather.
- M. REJECTION OF WORK: All assigned jobs done that are not in accordance with the work order or specifications or that are defective will be rejected. Rejected work on a job shall be replaced with that which conforms to the work order and specifications at the Contractor's expense. Rejected work is determined by the Owner.
- N. Owner's inspection of the work will not relieve the Contractor of any obligations to fulfill this provision and defective work shall be made good regardless of whether such work has been previously inspected by the Owner and accepted for payment. The failure of the Owner to reject improper work shall not be considered a waiver of any defect which may be discovered later or for work actually defective.
- O. WARRANTY: Contractor warranties his work for 12 months after completion of job.

II. MISCELLANEOUS PROVISIONS:

- A. LAW AND REGULATIONS: The Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall protect and indemnify the Owner and its agents in reference to any violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, the Contractor's employees, or the Contractor's subcontractors.

ET # wəI IMMIGRATION REFORM COMPLIANCE REQUIREMENT: During the entire duration of this agreement, Contractor and all subcontractors must remain in compliance with Georgia Security and Immigrations Compliance Act of 2007 and Georgia Code 513-10-91 and 550-36-1.

B. CONTRACT DURATION: The Contract shall run for a period of three (3) years, beginning April 5, 2018. This Contract shall automatically renew successive one-year terms unless either party gives written notice of its intention not to renew within sixty (60) days of the contract renewal date. Contractor acknowledges and agrees to this automatic renewal at the beginning of the original contract period by initialing here ML

Contractor and Purchaser further agree that upon the swearing in of the Mayor and City Council of the City of Cartersville after an election, this Agreement may be terminated upon thirty (30) days' written notice by Purchaser, if said notice is provided within sixty (60) days of the swearing in of said Mayor and City Council. Said notice is to be in writing and delivered to the address above. In the event said notice is sent, Purchaser shall be responsible for fulfillment of all obligations up to the termination date.

C. PAYMENTS AND COMPLETION: Contractor shall submit completed job order when assigned job is complete, with all unused material. Owner may inspect and approve job for payment. Contractor may submit invoice to Owner for payment. Owner shall pay invoice within thirty (30) days provided no conflicts exist with work invoiced or other damages Contractor is responsible for as noted elsewhere in this Agreement.

D. INSURANCE: The Contractor shall procure and shall maintain during the life of this Agreement, insurance suitable to Owner as listed below. An acceptable "Certificate of Liability Insurance" must be submitted to Owner before execution of this Agreement requiring (30) days written notice to Owner before cancellation and naming Owner as "Certificate Holder" as follows: City of Cartersville, Attn: Electric Director, P.O. Box 1390, Cartersville, GA 30120.

1. REQUIRED MINIMUM COVERAGE

Contractor agrees to provide and maintain insurance coverage until the contract is completed and, upon request of Purchaser, to furnish certificates from its insurance carrier(s), showing that it carries insurance in the following limits:

- | | |
|--|----------------|
| a. Workman's Compensation Insurance: | Statutory |
| b. Commercial General Liability Insurance including: | |
| i. Each Occurrence | \$1,000,000.00 |
| ii. General Aggregate | \$2,000,000.00 |
| c. Automobile Liability Insurance including: | |
| i. Bodily Injury (per person) | \$1,000,000.00 |
| ii. Bodily Injury (per accident) | \$1,000,000.00 |
| iii. Property Damage (per accident) | \$1,000,000.00 |

2. INDEMNIFICATION

Contractor agrees to indemnify and save harmless Purchaser, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses, costs, and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by Contractor or his employees, agents, servants, associates or subcontractors caused by or arising from Contractor's gross negligence or willful misconduct. Except, this indemnification shall not apply to the extent that such claims, demands, liabilities, etc., arise directly or indirectly from Purchaser's or its agents' or employees' or subcontractors' negligence or willful misconduct.

- E. **SUPERVISION:** The Contractor shall supervise and direct the assigned jobs. The Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the job a qualified supervisor or superintendent who shall have been designated by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the assigned job.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the Owner without delay. The supervisor shall have authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or workman whom the Owner may consider incompetent or undesirable.

WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate,
each by its proper officials hereunto duly authorized, all on the day and year first written above.

WITNESS:

Lm Underground
Owner

By: Mitchell D. Lykins

Printed: Mitchell D. Lykins

Title: President

ATTEST:

CITY OF CARTERSVILLE, GA

City Clerk, Meredith Ulmer

BY: _____
Mayor, Matthew J. Santini

AGREEMENT FOR ELECTRIC SYSTEM CONSTRUCTION

This agreement made and entered into on April 05, 2018 by and between the City of Cartersville, Georgia, hereinafter referred to as the "Owner" and Southeastern Natural Gas Services of Rome, Inc., a corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as the "Contractor".

Whereas, the Contractor and the Owner desire to enter into an agreement under the terms of which the Contractor will be an independent contractor and will perform jobs of underground electric line construction which the Owner may assign to Contractor from time to time.

NOW THEREFORE, in consideration of mutual agreement, the work to be done and the payments to be made, as hereinafter provided, the parties agreed as follows:

The Contractor, acting as an independent contractor, agrees to furnish labor, supervision, tools, equipment and transportation for the construction, repair, rebuilding, or removal of any of the distribution, or other facilities of the Owner, on all jobs assigned by the Owner and accepted by the Contractor.

I. GENERAL CONDITIONS

- A. SPECIFICATIONS: The work performed shall be performed in a workmanlike manner, and shall comply with the Owner's specifications and the latest revision of the "*City of Cartersville Construction Assembly Specifications*". Contractor will maintain an orderly work area during construction and will leave work area clean, orderly, and safe to the public at the end of each work day.
- B. INSPECTIONS: While the supervision of its employees and control and management of its equipment is the responsibility of the Contractor, it is understood and agreed that the Owner shall at all times have the right to have its engineers, or other authorized agents, inspect the work being done and require performance to comply with specifications.
- C. SAFETY: The Contractor's or the Owner's safety rules and regulations, whichever is more stringent, shall be applicable to all assigned jobs. The Contractor shall provide and maintain at its own expense all such safeguards as will effectually prevent accidental damage to property or person during the execution of the work.
- D. ASSIGNED JOBS: The Owner shall provide the Contractor with a work order for each job describing the tasks to be completed. Any questions or concerns of the Contractor should be directed to the individual who initiated the work order and will be deemed as having been

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directed to the Owner. Any interaction necessary with Owner's customer to complete assigned job shall be conducted by Owner.

- E. **PRICE SCHEDULE:** The Contractor agrees to furnish labor, supervision, tools, equipment, and transportation to accomplish the assigned job and the Owner agrees to pay for same in accordance with the following unit price. In the even the unit price does not fit the scope of work, hourly rate may be used only with prior approval of Owner. Unit Price and Hourly Rate for Labor include all insurance, unemployment, FICA, overhead, hospitalization, etc. Unit Price and Hourly Rate for Equipment include all line tools, safety equipment, hoists, and other miscellaneous equipment. All prices shall remain in effect until mutual agreement for adjustment.

1. **UNIT PRICES**

- | | |
|--|-----------------------------------|
| a. Install one 2" HDPE conduit | \$ <u>17.00</u> per foot |
| b. Install one 4" HDPE conduit | \$ <u>22.00</u> per foot |
| c. Install additional 2" HDPE conduits, each | \$ <u>4.00</u> per foot |
| d. Install additional 4" HDPE conduits, each | \$ <u>10.00</u> per foot |
| e. Install one direct buried primary cable | \$ <u>12.00</u> per foot |
| f. Install one direct buried secondary cable | \$ <u>12.00</u> per foot |
| g. Install additional direct buried primary, each | \$ <u>0.75</u> per foot |
| h. Install additional direct buried secondary, each | \$ <u>0.75</u> per foot |
| i. Equipment setup | \$ <u>750.00</u> per bore |
| j. Place conduit/cable in equipment | \$ <u>2.50</u> per run |
| k. Repair landscaping (rake, seed with fescue, hay) | included above |
| l. Unforeseen rock or debris (prior agreement required)--- | |
| Apply only to items a, c, e or f above | add \$ <u>32.00</u> per foot (2") |
| Apply only to items b, d, e or f above | add \$ <u>38.00</u> per foot (4") |
| m. Call-Out fee (subject to limits of Paragraph H below) | \$ <u>750.00</u> per call-out |
| n. Minimum bore charge | \$ <u>1,400.00</u> per project |

2. **HOURLY RATES – ONLY WITH PRIOR APPROVAL FROM OWNER**

Labor – Rates paid for Contractor's crew performing assigned job.

- | | |
|-----------------------|--------------------------|
| a. Foreman/Supervisor | \$ <u>38.00</u> per hour |
| b. Equipment Operator | \$ <u>38.00</u> per hour |
| c. Apprentice | \$ <u>28.00</u> per hour |

Labor Overtime Rates only paid with prior approval as specified in Paragraph H "OVERTIME AND EMERGENCY WORK for Contractor's crew performing assigned job.

- | | |
|-----------------------|--------------------------|
| a. Foreman/Supervisor | \$ <u>57.00</u> per hour |
| b. Equipment Operator | \$ <u>57.00</u> per hour |
| c. Apprentice | \$ <u>42.00</u> per hour |

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Equipment – Rates paid for Contractor's equipment necessary to perform assigned job and shall be the hours paid to the Contractor's crew using the equipment. No compensation shall be paid for equipment not utilized on assigned job.

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| d. 16x20 Vermeer Boring Unit (or similar size) | \$ <u>150.00</u> per hour |
| e. Flat bed Utility Truck | \$ <u>25.00</u> per hour |
| f. Utility Trailer | included above |
| g. Reel Trailer | included above |
| h. Excavator w/18" bucket | \$ <u>75.00</u> per hour |

F. WORKING CONDITIONS: Employees reporting to work, who are prevented from working because of inclement weather conditions, shall remain at the reporting point as specified to perform such tasks as assigned. Reporting time is three (3) hours.

G. HOURS: Eight (8) hours shall constitute a normal work day, during the hours of daylight, from Monday to Friday, inclusive, with a half-hour set aside for a lunch period. Upon mutual agreement between Owner and Contractor, four (4) ten-hour days may be worked Monday through Thursday or Tuesday through Friday. Work in excess of eight hours a day, or ten hours as mutually agreed, shall be subject to approval by the Owner, and shall be at the Contractor's standard applicable rate. Forty (40) hours shall constitute a normal work week. Except as specifically authorized under Paragraph H "Overtime or Emergency Work", Work will not be performed on Saturday or Sunday, or any holiday that the Owner's office is closed. The Contractor shall not be compensated on these days unless work is done on these days. If Contractor wishes to work on these days to complete a forty-hour work week, the work shall be performed at the standard applicable rate and shall be done only with the permission of the Owner.

H. OVERTIME AND EMERGENCY WORK: The Owner may approve overtime work or work outside of normal hours if deemed to be in the Owner's best interest. The Contractor may charge an increased labor rate for overtime or emergency work. The overtime labor rate shall be specified in Paragraph E2, and shall never exceed 1.5 times the normal labor rate. Only work that exceeds forty (40) hours or is outside of the hours specified in Paragraph G may be billed at the overtime rate. Overtime rates shall not be charged for equipment. If the contractor is required to perform work with less than one business day of notice and the actual work hours fall outside of the hours described in Paragraph G "HOURS", the contractor may charge a one-time call-out fee. This call-out fee shall never exceed the lesser of \$500 or 10% of the total invoice. The contractor must inform the Owner prior to mobilizing whether or not the Contractor intends to charge the call-out fee.

I. MATERIAL: The Owner shall furnish all of the materials necessary to complete assigned jobs, unless the Contractor is specifically instructed to furnish all or part of the same. Materials furnished by the Owner shall be made available to the Contractor at the Owner's warehouse, or a may be specified. The Contractor, acting as an independent contractor, shall be responsible for all of the Owner's materials so issued to it or removed from the job, and shall make and accounting of all items for each work order, with a reasonable allowance being made for normal waste, loss and breakage. The Owner may instruct the Contractor to furnish any part of all of

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the materials for a job. The Owner shall pay the Contractor for such materials furnished and incorporated in the job, including sales tax where applicable, at the Contractor's cost plus 10%. The Contractor's cost shall be determined from the supplier's invoices.

- J. **DAMAGES:** The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities cause, directly or indirectly, in whole or in part, by the Contractor, the Contractor's employees or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the job. In case of failure on the of the Contractor to restore such property, or make good such damages or injury, the Owner may, after 48-hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due to the Contractor under this Contract and/or will be billed to the Contractor.
- K. **PROTECTION OF WORK, PROPERTY, PERSONS AND UTILITIES:** The Contractor shall provide and maintain locates as required by Georgia Law.
- L. The Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury or loss to persons, the job, or property. Completed tasks and stored material shall be suitably protected during unseasonable weather, to allow job to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of customer interruption or adverse weather.
- M. **REJECTION OF WORK:** All assigned jobs done that are not in accordance with the work order or specifications or that are defective will be rejected. Rejected work on a job shall be replaced with that which conforms to the work order and specifications at the Contractor's expense. Rejected work is determined by the Owner.
- N. Owner's inspection of the work will not relieve the Contractor of any obligations to fulfill this provision and defective work shall be made good regardless of whether such work has been previously inspected by the Owner and accepted for payment. The failure of the Owner to reject improper work shall not be considered a waiver of any defect which may be discovered later or for work actually defective.
- O. **WARRANTY:** Contractor warranties his work for 12 months after completion of job.

II. MISCELLANEOUS PROVISIONS:

- A. **LAW AND REGULATIONS:** The Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall protect and indemnify the Owner and its agents in reference to any violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, the Contractor's employees, or the Contractor's subcontractors.

IMMIGRATION REFORM COMPLIANCE REQUIREMENT: During the entire duration of this agreement, Contractor and all subcontractors must remain in compliance with Georgia Security and Immigrations Compliance Act of 2007 and Georgia Code 513-10-91 and 550-36-1.

- B. **CONTRACT DURATION:** The Contract shall run for a period of three (3) years, beginning April 5, 2018. This Contract shall automatically renew successive one-year terms unless either party gives written notice of its intention not to renew within sixty (60) days of the contract renewal date. Contractor acknowledges and agrees to this automatic renewal at the beginning of the original contract period by initialing here [Signature]

Contractor and Purchaser further agree that upon the swearing in of the Mayor and City Council of the City of Cartersville after an election, this Agreement may be terminated upon thirty (30) days' written notice by Purchaser, if said notice is provided within sixty (60) days of the swearing in of said Mayor and City Council. Said notice is to be in writing and delivered to the address above. In the event said notice is sent, Purchaser shall be responsible for fulfillment of all obligations up to the termination date.

- C. **PAYMENTS AND COMPLETION:** Contractor shall submit completed job order when assigned job is complete, with all unused material. Owner may inspect and approve job for payment. Contractor may submit invoice to Owner for payment. Owner shall pay invoice within thirty (30) days provided no conflicts exist with work invoiced or other damages Contractor is responsible for as noted elsewhere in this Agreement.
- D. **INSURANCE:** The Contractor shall procure and shall maintain during the life of this Agreement, insurance suitable to Owner as listed below. An acceptable "Certificate of Liability Insurance" must be submitted to Owner before execution of this Agreement requiring (30) days written notice to Owner before cancellation and naming Owner as "Certificate Holder" as follows: City of Cartersville, Attn: Electric Director, P.O. Box 1390, Cartersville, GA 30120.

1. **REQUIRED MINIMUM COVERAGE**

Contractor agrees to provide and maintain insurance coverage until the contract is completed and, upon request of Purchaser, to furnish certificates from its insurance carrier(s), showing that it carries insurance in the following limits:

- | | | |
|--|-----------|----------------|
| a. Workman's Compensation Insurance: | Statutory | |
| b. Commercial General Liability Insurance including: | | |
| i. Each Occurrence | | \$1,000,000.00 |
| ii. General Aggregate | | \$2,000,000.00 |
| c. Automobile Liability Insurance including: | | |
| i. Bodily Injury (per person) | | \$1,000,000.00 |
| ii. Bodily Injury (per accident) | | \$1,000,000.00 |
| iii. Property Damage (per accident) | | \$1,000,000.00 |

2. INDEMNIFICATION

Contractor agrees to indemnify and save harmless Purchaser, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses, costs, and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by Contractor or his employees, agents, servants, associates or subcontractors caused by or arising from Contractor's gross negligence or willful misconduct. Except, this indemnification shall not apply to the extent that such claims, demands, liabilities, etc., arise directly or indirectly from Purchaser's or its agents' or employees' or subcontractors' negligence or willful misconduct.

- E. **SUPERVISION:** The Contractor shall supervise and direct the assigned jobs. The Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the job a qualified supervisor or superintendent who shall have been designated by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the assigned job.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the Owner without delay. The supervisor shall have authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or workman whom the Owner may consider incompetent or undesirable.

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IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate, each by its proper officials hereunto duly authorized, all on the day and year first written above.

WITNESS:

Stephanie Cochran
Stephanie Cochran

Southeastern Natural Gas Services of Rome, Inc.

Owner

By: Allen Kean

Printed: Allen Kean

Title: president

ATTEST:

CITY OF CARTERSVILLE, GA

City Clerk, Meredith Ulmer

BY: Matthew J. Santini

Mayor, Matthew J. Santini



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Douthit Ferry Road Development Agreement

SubCategory:	Contracts/Agreements
Department Name:	Gas System
Department Summary Recommendation:	The attached agreement provides that the developer will install gas appliances as per our gas advantage program. We recommend Council approval of this agreement.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	This has been approved by the city attorney.
Associated Information:	

Memorandum

To: Gary Riggs, Director

cc: Michael Hill, Assistant Director

From: Brian Friery, System Engineer

Date: March 26, 2018

RE: Natural Gas Main Extension
Douthit Ferry Road Development
Cartersville Project No. CP-18-001

As you know, the owner of the proposed above referenced residential development, DS3, Inc., has requested natural gas facilities be provided and installed to serve this development. The owner of the development, furthermore, desires to enter into a Development Agreement with the City whereas the owner agrees to participate in the City's Gas Advantage Home Program and plans to construct forty-one (41) residential units. In turn, the City would provide and install the natural gas mains to serve the development. Attached is a copy of the Development Agreement executed by the owner.

We estimate the cost of labor and materials to provide and install the natural gas mains to serve this development to be approximately \$25,000. Using an approximate \$300 annual profit per residential natural gas service or approximately \$12,300 annually equates to a 100% return on investment to provide natural gas mains to this development in approximately 2 years. The Development Agreement has, furthermore, been reviewed and approved by the City Attorney. I, therefore, recommend the City enter into this Development Agreement with DS3, Inc. to provide and install natural gas mains to the Douthit Ferry Road Development.

AFTER RECORDING RETURN TO:
 ARCHER & LOVELL PC
 PO BOX 1024
 CARTERSVILLE GA 30120

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into this ____ day of _____, 20____, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the "**City**") and **D3S, LLC**, a Georgia Limited Liability Company (hereinafter the "**Developer**").

WITNESSETH:

WHEREAS, Developer is the owner of certain property being developed as **DOUTHIT FERRY ROAD DEVELOPMENT**, (the "**Property**"), which is more particularly described as Tract "B" in Exhibit "A" attached hereto, and which is zoned as a PUD under the zoning ordinance of Bartow County, Georgia, and currently planned to be a 41 residential unit development; and

WHEREAS, Developer, in consideration of the benefits and opportunities provided to it as hereinafter described, and the City, in consideration of the benefits and opportunities to be provided to it by serving the development (the "**Project**") with natural gas facilities, are desirous of entering into this agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement and Assurances on the Part of Developer

The Developer has submitted a preliminary plat for the development of residential lots, which shall be reviewed by the City, and natural gas facilities shall be planned such that a natural gas system shall be installed in order to provide natural gas service to the residences. All plat submissions shall be by electronic CAD file in NAD 83, Georgia State Plane West Zone, U.S. Foot coordinates and two (2) sets of legible, "to-scale" printed plans.



In the future phases of the Project, if any; Developer shall furnish preliminary site plan layouts within 60 days of commencing proposed project planning of initial gas service. If such site plan(s) are not provided within this time frame, the initial natural gas system will be designed to provide natural gas service to only the residences shown on the provided plats. Any and all improvements of the initial natural gas facilities required to serve any additional residences will be at the expense of the Developer including but not limited to easements, right-of-ways and acquisition costs.

- (a) The Developer hereby agrees that the entire property shall be served with natural gas by the City of Cartersville and that any and all easements necessary for said service shall be conveyed to the City at no cost and must be provided, platted and deeded to the City within thirty (30) days of anticipated commencement of the construction of the initial natural gas facilities to know the location of easements for the proposed gas service. At a minimum, the Developer shall require that each property and building have the following:
 - (i) That each home must have a natural gas furnace for the main living area of the home, natural gas hot water heater and a third gas appliance installed or gas piping for a third appliance such as a cooking range, clothes dryer, fireplace logs, natural gas grill or natural gas light, either mantel or open flame type.
- (b) The Developer agrees to require all builders and/or contractors in the Project to participate in all incentive programs as described in the City of Cartersville's Gas Advantage Home Program in effect at the time of home construction and for a builder or contractor who does not participate in the Gas Advantage Home Program in effect at the time of home construction or have gas service to any lot, the Developer shall pay to the City the prorata costs of the installation of all gas mains and associated infrastructure.
- (c) The Developer further acknowledges that failure to comply with (a) and (b) above or to install a dual fuel heating system(s), shall disqualify the home for any incentives from the Gas Advantage Home Program in effect at the time of home construction and requires the full tap fee costs associated with (b) above to be paid prior to the natural gas service piping installation. It is the Developer's responsibility to pay said fee or in the alternative to assign its obligations to the builder of each individual home.
- (d) If for any reason said Project is determined to be outside of the service territory of the City or that the City is unable to serve said Project; then Developer shall reimburse the City for all costs associated with the installation of natural gas facilities.



- (e) The Developer agrees to provided one copy of the Development's Erosion and Sediment Control Plan approved by the appropriate jurisdictional authority no later than 30 days prior to the anticipated commencement of the construction of the proposed gas service.
- (f) With the exception of Paragraph 2.(c), the Developer agrees to provide, install, maintain and remove any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which may be associated with the construction of the proposed gas facilities within the Development under this Agreement. The Developer further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 2.(c) as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.

2. Agreement and Assurances on the part of the City

In consideration of the Developer agreeing to take the actions described above, the City agrees as follows:

- (a) The City agrees to install all natural gas mains necessary to provide natural gas within the development. Service must be applied for at the City's Customer Service Department by the developer or home builder. Services will be installed as an in-kind match as noted in the current Gas Advantage Home Program except as provided for in 1(b) above.
- (b) The City agrees to allow builders and/or customers of the gas program to participate in all incentive programs as described in the City of Cartersville's Gas Advantage Home Program in effect at the time of home construction.
- (c) The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed natural gas facilities within the Development under this Agreement provided no further disturbance of such areas are planned within 14 days of initial disturbance.

3. Assignment

The Developer may assign its right and obligations under this agreement, subject to the prior approval of the City. Subject to this provision, this agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and/or assigns.



4. Time is of the Essence

Time is of the essence with respect to all provisions of this agreement that specify a time for performance.

5. Miscellaneous

- (a) In the event of a difference in the interpretation of the Agreement and rates of the City's natural gas system, the City's interpretation will prevail.
- (b) Agreement. In case any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Development Agreement as of the date first written above.

Signed, sealed, and delivered in the presence:

CITY OF CARTERSVILLE, GEORGIA

By: _____ (SEAL)
Matthew Santini, Mayor

Witness

Attest: _____ (SEAL)
Meredith Ulmer, City Clerk

Notary Public

[NOTARIAL SEAL]

Signed, sealed and delivered in the presence of:

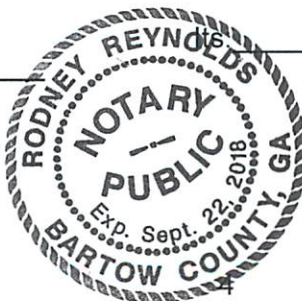
D3S, LLC
AS OWNER/DEVELOPER *P.O.A D3S, LLC*
By: *[Signature]* _____ (SEAL)

Witness

Rodney Reynolds

Notary Public

[NOTARIAL SEAL]



City of Cartersville
G A S S I U M

P.O. Box 1390 • 4 Cook Street • Cartersville, Georgia 30130
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

\\storage\gas\users\engineering\projects\cp-18-001\agreements\cp-18-001-development agreement-r2018-02.02.doc

3/8/2018

GSCCCA.org - Image Index

EXHIBIT "A"-2

RECEIVED

Clerk of Superior Court - Bartow Co. Ga
05/23/2017 04:40 PM

DOCH# 006382
FILED IN OFFICE
5/24/2017 02:10 PM
BK:2921 PG:660-661
MELBA SCOGGINS
CLERK OF SUPERIOR COURT
BARTOW COUNTY

Melba Scoggins

REAL ESTATE TRANSFER TAX

PAID: \$0.00

CROSS REFERENCE: Deed Book
1570, Page 277, and Deed Book 2895
pages 380-381, Bartow County, Georgia
Records

Return Recorded Document to:
WHITE & CHOATE, LLC
100 WEST CHEROKEE AVENUE
CARTERSVILLE, GA 30120
Attn: Christopher L. White, Esq.
& 17-18692 519 Partners

008-2017-001996

QUITCLAIM DEED

Deed Only - Title Not Examined

STATE OF GEORGIA
COUNTY OF BARTOW

THIS INDENTURE, made the 27th day of March, 2017, between CITY OF CARTERSVILLE, A Georgia Municipal Corporation, as party or parties of the first part, hereinafter called Grantor, and D3S, LLC, an Ohio limited liability company, 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 LAND LOT 805, 4TH DISTRICT, 3RD SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY GEORGIA; BEING 23.419 ACRES INDICATED AS TRACT 1 ON A SURVEY PREPARED FOR THE CITY OF CARTERSVILLE, GEORGIA DATED JANUARY 25, 2017, AND PREPARED BY KEVIN N. COONEY, GA. PLS 2980 AND RECORDED IN PLAT BOOK 2017, PAGE 15 IN THE OFFICE OF THE CLERK OF BARTOW COUNTY SUPERIOR COURT, TO WHICH PLAT REFERENCE IS HEREBY MADE AND INCORPORATED HEREIN BY REFERENCE.

THE CITY OF CARTERSVILLE HEREBY RESERVES THE ACCESS EASEMENT FOR THE WALK BY TRAIL AND A UTILITY EASEMENT FOR THE CITY OF CARTERSVILLE UTILITIES ON THE AREA SHOWN ON THE PLAT REFERENCED THEREOF BEING THE DOTTED LINE 10' TO THE WEST BOUNDARY LINE OF TRACT 2.

ADDITIONALLY, THE PROPERTY IS SUBJECT TO THE FOLLOWING USE RESTRICTIONS. THE PROPERTY CAN ONLY BE USED FOR THE ALLOWABLE USES IN THE P-I (PUBLIC INSTITUTIONAL) ZONING AS DEFINED IN THE ZONING ORDINANCE AS CURRENTLY ADOPTED. IN THE EVENT THAT P-I IS DELETED AS A ZONING DISTRICT IN THE FUTURE, THE USES FOR THE PROPERTY SHALL BE LIMITED TO THE LAST ADOPTED P-I ZONING DISTRICT.

THIS DEED IS GIVEN FOR THE SOLE PURPOSE OF RELEASING THE RESTRICTION OF "DEDICATION FOR EDUCATIONAL USE" AS REFERENCED IN THE PREVIOUS DEED OF CONVEYANCE FROM THE CITY OF CARTERSVILLE TO THE CITY OF CARTERSVILLE DATED 10/4/02 RECORDED 10/4/02 IN DEED BOOK 1570, PAGE 277, BARTOW COUNTY, GEORGIA RECORDS, EXCEPT AND TO THE EXTENT OF THE RESTRICTION AS STATED HEREINABOVE.

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.

Item # 14

3/8/2018

GSCCCA.org - Image Index

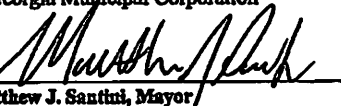
EXHIBIT "A"-3

BK:2921 PG:661

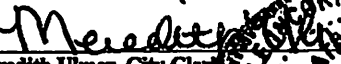
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

GRANTOR:

CITY OF CARTERSVILLE,
A Georgia Municipal Corporation

By: 

Matthew J. Santini, Mayor

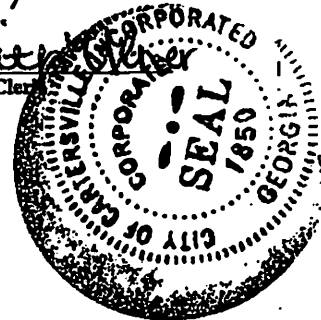
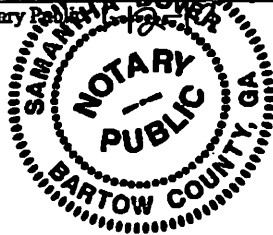
By: 

Meredith Ulmer, City Clerk

Signed, sealed and delivered in the
presence of:


Unofficial witness


Notary Public



Item # 14

**MILNER ROAD
30' PUBLIC RIGHT-OF-WAY**



BK:2017 PG:15-15

P2017000015

FILED IN OFFICE
CLERK OF COURT
01/27/2017 03:44 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

Upland Songbirds

L.L. 776

589°16'24"E 1156.64
1022.18'

L.L. 809

NF
 CITY OF CARTERSVILLE
 DB:1305; PG:366
 TAX PARCEL: C104-0001-001

TRACT 1
23.419 ACRES

PART OF TAX PARCEL:
0063-0001-003

UTILITY & ACCESS EASEMENT
EXTENDS 10' WEST OF WEST EDGE
OF CONCRETE WALKING TRAIL
(1.026 ACRES)

TRACT 2
1.442 ACRES

PART OF TAX PARCEL:
C065-000/-003

NF
 CITY OF CARTERSVILLE
 DB:1303; PG:368
 TAX PARCEL: C104-0001-001

CO	= CLEAN OUT	WM	= WATER METER
ICV	= IRRIGATION VALVE	WV	= WATER VALVE
IPF	= IRON PIN FOUND	LL	= LAND LOT
IPP	= IRON PIN PLACED	LLL	= LAND LOT LINE
OTP	= OPEN TOP PIPE	PP	= POWER POLE
CTP	= CRIMPED TOP	-P-	= POWER LINE
R/W	= RIGHT OF WAY	X	= FENCE LINE
CM	= CONCRETE MONUMENT	CH	= CHORD
N/F	= NOW OR FORMERLY	A or L	= ARC LENGTH

BOUNDARY SURVEY FOR:

CITY OF CARTERSVILLE

LOCATED IN LAND LOT 809,
4th DISTRICT, 3rd SECTION,
CITY OF CARTERSVILLE
BARTOW COUNTY, GEORGIA

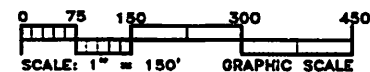
DATE: JAN. 25, 2017

REV:

JOB NO:17005

DATE OF FIELDWORK: JANUARY 24, 2017

SOUTHLAND
ENGINEERING
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30720
PH: 770.327.0440 FAX: 770.627.5151



Conformity Statement

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT-ACT O.C.G.A. 19-6-67.

KEVIN COONEY - GA PLS 2900

General Notes

1. ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
2. FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF 1" IN 41,000 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND IS NOT ADJUSTED.
3. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 450,000 FEET.
4. EQUIPMENT USED: TOPCON 3005W, TOTAL STATION, WITH DATA COLLECTOR.
5. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.

Recording Statement

THIS PLAT IS NOT REQUIRED TO BE APPROVED BY A GOVERNING
AUTHORITY, AND IS NOT SUBJECT TO GEORGIA CODE SECTION
15-6-67(d).

KEVIN COONEY - GA PLS 2980

Item # 14



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Process Heater for Williams/Transco Expansion

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recommendation:	The Williams/Transco Expansion requires the Gas System to provide a process heater. Control Southern is the sole source provider for this heater and the price is \$336,100.00. We recommend approval of this item.
City Manager's Remarks:	City Council approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Gary Riggs

cc: Michael Hill, Assistant Director

From: Brian Friery, System Engineer

Date: March 29, 2018

RE: Natural Gas System Expansion
Williams/Transco Dalton Expansion Delivery Point
Cartersville Project No. CP-16-001

As you know, the pipeline company, Williams/Transco, has required a process heater as part of the above referenced project and its purchase, installation, operation and maintenance will be the responsibility of the City. As you further know, we have researched the use of the traditional water-bath style process heater and found its installation, regulatory, operational and maintenance requirements are complicated and costly. We have, therefore, researched the use of a relatively new catalytic-style process heater and found their installation and operational requirements very simple and, over the long run, less costly with no regulatory requirements and little to no maintenance. The initial capital cost is that of double a traditional water-bath style process heater, but with no regulatory and little to no maintenance requirements, the installation and maintenance costs will be far less over time with the catalytic-style process heater.

Since this style of process heater is a sole source provider, we requested a quote from Control Southern of Suwanee, Georgia. Attached is the quotation provided by Control Southern in the total amount of \$336,100.00 including \$4,500.00 for F.O.B. destination and an additional \$6,700.00 for training and commissioning of the process heater.

As you know, the process heater is part of the overall budget for this project. As you further know, Control Southern has satisfactorily provided material and service for our distribution system for decades and is fully capable of satisfactorily providing this process heater and its support and service. As you further know, Williams/Transco has reviewed and approved the use and specifications of this process heater, therefore, I recommend the City award this proposal to Control Southern of Suwanee, Georgia in the amount of \$336,100.00.

In accordance with O.C.G.A. §50-36-1 and O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02, copies of the EVerify and Esave documentation for GPM Equipment Sales, Inc. of Pelham, Alabama is currently on file at the Gas System offices.



3850 Lakefield Drive, Suwanee, GA 30024
Phone 770-495-3100 | Fax 770-623-3663
www.controlsouthern.com



QUOTE #: B-022818-1
REVISION #: 1
BRUEST FACTORY REP: Jeff Bosshart
ADDRESS: Control Southern, Inc.
3850 Lakefield Drive
Suwanee GA, 30024
PHONE #: 770-495-3192

March 6, 2018

Brian Friery
System Engineer
City of Cartersville Gas System
P.O. Box 1390
Cartersville, Georgia 30120
Phone: 770.387.5642
Fax: 770.387.5638
bfriery@cityofcartersville.org

RE: **Williams / Transco Dalton Expansion, Cartersville Project# CP-16-001**
One (1) Bruest HotCat Model HH-2750 Automated Heater

Dear Brian:

Bruest Catalytic Heaters is pleased to present this quotation for your consideration. The system we suggest requires one (1) Bruest HotCat Model HH-2750 automated heater. This quotation is based on the information and specifications that were provided to us for your project.

The following specifications are the basis of sizing for this quotation:

Process Condition 1,000MSCFH with 40F after regulation				
	Units	Inlet	Heater	Station
Temperature	°F	50	90.5	40
Pressure	PSIG	1,440	1,440	500
Flow Rate	SCFH	1,000,000	1,000,000	1,000,000
	LB/H	45,760	45,760	45,760
Molecular Weight	lbs/lbs Mol	17.365		
Density	lbs/ft3	5.940	5.097	1.836
Heat Density	BTU/lb F	0.783	0.709	0.579
Calculated Duty	BTU/H	1,370,299		

The quote has been updated to reflect a discharge temperature from the heater of 90F and 40F after regulation (assuming minimal loss between heater and regulator). The dew point of the natural gas is estimated to be about -31F. The revised temperature of 40F will be above the dew point of the hydrocarbon and the moisture. A HH2750 is recommended for a flow volume of 1,000 MSCFH with a pressure drop from 1440 PSIG to 500 PSIG.

Item # 15



3850 Lakefield Drive, Suwanee, GA 30024
 Phone 770-495-3100 | Fax 770-623-3663
www.controlsouthern.com

The HotCat unit will be controlled by its own Allen Bradley CompactLogix PLC. The operator HMI interface will be an Allen Bradley 600 plus Grayscale monitor. The HMI will be located locally with the equipment.

Gas temperatures are read with RTD's connected to the CompactLogix I/O structure. The thermocouple safety devices for each IR heater wire into the PLC controls.

Alarms and other operational information can be shared with other station control systems. Major faults must be cleared locally, but other more minor problems can be dealt with over the network.

The HotCat system will be broken into multiple zones to allow for flexible energy output, allowing the automatic selection of only enough heating capacity to meet the demand requirements of the flowing gas.

Materials of construction are ASME A105, A106 GR. B and A234WPB. Units will be sandblasted to SSPC-SP10 and top coated with high heat silicone acrylic (2 mils. dft.). MTR's and NDE test documentation will be provided for the heat exchange tube.

The frame of the Bruest HotCat unit is a galvanized structural steel weldment. The skin is stainless steel and is internally insulated with fiberglass insulating materials.

The HotCat system has 8 zones with high/low capabilities; this allows a 16:1 turndown ratio. The automation package allows these zones to be added or subtracted to keep the natural gas at a set temperature. Once the desired gas temperature is set, the PLC automatically adds heat when required and turns off heat when not required. **It does this without noise, odor or operator being present.**

Below are the tables for Environmental, Installation, Operation and Maintenance, which will show the benefits of the HotCat compared to the Water Bath unit. These all entail cost which should be compared to determine the economic advantages of a Bruest HotCat versus a Water Bath.

ENVIRONMENTAL

CONDITIONS	BRUEST HOTCAT	WATER BATH
NOISE	NO	CAN DISTURB NEIGHBORHOODS
ODOR	NO	ALWAYS PRESENT
VOCs, NOx	NO	YES – PERMIT REQUIRED
ETHYLENE GLYCOL, A TOXIC CHEMICAL	NO	YES
CONTAINMENT RING	NO	REQUIRED IN VIRTUALLY ALL AREAS
PERMITTING	NO	YES

INSTALLATION

Item # 15



3850 Lakefield Drive, Suwanee, GA 30024
 Phone 770-495-3100 | Fax 770-623-3663
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CONDITIONS	BRUEST HOTCAT	WATER BATH
FOUNDATION	WEIGHS HALF OF A WATER BATH	HEAVY FOUNDATION SUPPORT
VISABILITY	UNDER 11 FEET	TALL STACKS REQUIRED
ETHYLENE GLYCOL CHEMICAL CHARGE	NO COSTLY CHEMICAL FILL-UP NEEDED	FIRST FILL UP CAN COST \$10's OF THOUSANDS OF DOLLARS
HAZARDOUS AREA LOCATIONS	APPROVED FOR DIVISION II	LOCATION OUTSIDE CLASSIFIED AREA

OPERATIONAL

CONDITIONS	BRUEST HOTCAT	WATER BATH
TURN DOWN RATIO	16:1	2:1 HIGH / LOW
MULTIPLE ZONE CONTROL	YES	NO – "ON" or "OFF"
COST OF OPERATION	USES ONLY HEAT NECESSARY FOR CONDITIONS	MAINTAIN SOLUTION AT 120°F TO 180°F CONTINUOUSLY

MAINTENANCE

CONDITIONS	BRUEST HOTCAT	WATER BATH
MOVING PARTS	NO	YES
BURNER MAINTENANCE	NO	YES
TUBE BUNDLE MAINTENANCE	NO	YES
CORROSION	NO	YES
ANNUAL CHEMICAL REPLENISHMENT TO COMPENSATE FOR BOIL-OFF	NO	YES
ANNUAL CHEMICAL TESTS FOR CONCENTRATION & CORROSION	NO	YES

1. The catalytic unit utilizes only 2 heat transfers.
 - a. The Infrared energy is absorbed by the gas tube.
 - b. The natural gas picks up the heat from the heated tube.
2. A water bath has 4 heat transfers.
 - a. The flame heats the fire tube
 - b. The fire tube heats the glycol/water solution
 - c. The solution heats the tube bundles
 - d. The natural gas picks up the heat from the heated tube bundles.

In addition to the aforementioned benefits, the Bruest HotCat is approved for use in a Class I, Division II, Group D environment, eliminating the need to locate the open flame water bath outside the classified area.



3850 Lakefield Drive, Suwanee, GA 30024
 Phone 770-495-3100 | Fax 770-623-3663
www.controlsouthern.com

All Bruest HotCat line heaters are configured for installation and operation in class 1 division 2 locations. As a result, the HotCat can be installed closer to the usage point to minimize the losses in the piping. As indicated in the specification, when considering a water bath, the minimum installation distance is 25 feet from the closest class 1 division location. This means not only additional installation cost in the piping cost but also perhaps a larger heater to compensate for the heat loss. Bruest's HotCat removes this consideration as the heater is already configured and approved for class 1 division locations. If needed, the control panel can be remotely located to increase the heater certification to class 1 division 1.

To further reduce the installation, operation, and maintenance cost, the HotCats require a smaller clearance. As indicated in the specification, when using a water bath, clearance must be provided to allow for inspection of the combustion tubes as well as the heat exchangers. This could mean at least 3X the length of the water bath heater as the combustion tube and the heat exchanger is usually removed from opposing directions. Bruest's HotCat heat exchanger and catalytic panels can be accomplished by opening the side door panels. The side clearance can be as small as 6 feet on either side of the HotCat thus further reducing the installation foot print in addition to the spacing savings as a result of a class 1 division 2 approved device.

Finally, the HotCats are built using galvanized steel frame with stainless steel exterior doors and panels. They are nearly silent during operation with virtually zero emission. Without the need for an exhaust stack, the HotCats have a much smaller height to further reduce their visibility. The automated control system with multiple temperature sensors both on the inlet, the outlet, and remote/downstream locations mean the HotCats will be able to accurately deliver the gas at the right temperature.

We believe that when all the factors necessary to install and operate these two systems are compared, the Bruest HotCat is the clear choice for your application.

Drawings and overall dimensions will be provided for information and issued upon completion of the equipment. Manuals will follow shipment along with testing documentation.

Bruest factory technicians are available for start-up and training at \$750.00 per travel days and \$1000.00 per on site day per technician plus expenses.

We extend our appreciation to you and your staff for reviewing our proposal. If there is additional information required, please contact my office and I will be pleased to respond.

Yours truly,

BRUEST HOTCAT SPECIFICATIONS ONE (1) HH-2750 AUTOMATED UNIT

I. HEATER

- A. Thirty Two (32) each CSA approved 24" x 72" catalytic infrared heaters
- B. The preferred power supply is 480V 3Phase 60 Amps. Each of the heaters will require 6.25 amps. There are a total of 32 heaters arranged in 8 zones, with 4 heaters per zone. The heater will be started in zones, which means each zone will require 25 amps. With a 480V, 3Phase, 60 amp power supply, up to 2 zones can be started simultaneously. The start-up cycle will require power to be supply to each zone for approximately 30 minutes. Therefore, with 8 zones, starting 2 zones at a time, the heater can be started from 0% to 100% in about 4 hours.
While it would be possible to use 240VAC as the power source, the current demand for each heater will double to 12.5 amps. The same 60 amp breaker would mean that only 1 zone can be started at a time. This means the heater will take as long as 8 hours to start from 0% to 100%. Furthermore, because the 240VAC version would require some additional power supply management components, the adder to change from 480V to 240V power supply would be \$25,500.
- C. Rating: Class 1, Div 2, Group D
- D. Input: 2,764,800 BTUH
- E. Material: Stainless Steel (Pan)
- F. Service Life: Bruest catalytic heater panels are designed for worry free service. The main requirement for the heaters is to have clean, dry gas with little to no sulfur. The oldest HotCat has been in service for more than 12 years with little to no maintenance. The heat source of the HotCat, the catalytic panels, have reported life of 15 to 30 years.

II. TUBE

- A. Size of Header Pipe: 8" Schedule 80
- B. ANSI Class: 4", 600# RFF
- C. Rating: 1440 psig @ -20/500°F
- D. Specs
 - 1. 100% X-Ray
 - 2. 8hr Hydro @ 2160 psig
 - 3. ASME Section VIII Division 1 Stamped w/Documentation
- 4. High Temperature Silicone Paint
- E. Heat Exchanger: 1.25" schedule 80 tubes, multi-path, multi-pass design.

III. FRAME/SKIN

- A. Frame Material: Galvanized Steel
- B. Skin Material: Stainless Steel

IV. ACCESSORIES

- A. Controls
The HotCat control system will be managed by the Allen Bradley CompactLogix PLC. The control
Item # 15



When integrity leads, success follows

3850 Lakefield Drive, Suwanee, GA 30024

Phone 770-495-3100 | Fax 770-623-3663

www.controlsouthern.com

system includes a local HMI where the user will operate and control the system. When put into automatic mode, the control system will adjust the heat output of the HotCat based on the temperature feedback from the RTD.

There are three RTD inputs. The first is the input RTD which is factory installed on the inlet of the heat exchanger. The second RTD is factory installed on the output of the heat exchanger. The output RTD is used to adjust the heat output of the HotCat.

The third RTD input is usually customer supplied, and is optional. The downstream RTD gives a more accurate feedback of the gas temperature after regulation. This can be used in tandem with the factory installed output RTD to better control the heater operation.

From a cold start, the system will take approximately 4 hours to start, assuming 480V power supply. The heaters can be programmed to start 2 zones simultaneously. During the startup process, the user would hit the Run/Auto button to begin the heating process. The control system would compare the gas temperature to the setpoint and begin adding heat by turning on the zones. The control system will continuously monitor the gas temperature and add/subtract zones as necessary to get the gas to the desired setpoint. If the gas is colder than the setpoint, additional zones will be turned on until all the zones are turned on. Conversely, if the gas is hotter than the setpoint, then the zones will first be reduced to ½ fire and then shut off. The control system will keep turning zones down and off until all the zones are off. If the gas temperature continues to rise the system will eventually shut the system down due to over temperature to make sure the system does not overheat.

While HotCat does not monitor the flow rate, the change in flow rate is directly related to the gas temperature (e.g. higher volume of gas will equal lower temperature). Therefore, the control system, as discussed above, will adjust the heat based on the temperature which indirectly would be the volume.

- B. Fuel Gas Manifold with Filter and Regulators: The fuel gas system will be changed to accommodate customer supplied fuel gas. The fuel gas system will include high and low pressure regulators, appliance regulators, and filter(s).
- C. NEMA 4 Rated Panel
- D. Safety Relief Valves
- E. Meter
- F. Sulfur Filter: Added to fuel gas supply line.

V. TEST REPORTS

Test reports are included in the price of the unit.

VI. OPERATION AND MAINTENANCE MANUALS

Two (2) copies are provided to customer. If any additional manuals are needed you may purchase extra copies for \$ 360.00 each.

Item # 15



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 Phone 770-495-3100 | Fax 770-623-3663
www.controlsouthern.com

II. TRAINING AND COMMISSIONING

Bruest field service engineer will travel to the customer's site to train the operators and engineers and to commission the HOTCAT. The training and commissioning should be scheduled ONLY when the site is operational with power to the system, gas flowing, and the end user able to begin consuming the heated gas. This will help to ensure a successful commissioning trip and avoid unnecessary follow up visits.

The propose schedule will be as follows:

Day 1: Travel day

The engineer will travel from Tulsa to Atlanta (or the next closest airport). The first afternoon can be spent in class where the field service engineer can conduct the initial training on the operation and typical troubleshooting guides. The in class training will usually last between 2 to 3 hours.

Day 2: Commissioning

The engineer will begin the commissioning process. The customer's operators and engineers are welcome, and should, follow Bruest's engineer through this process for hands on training purposes. This commissioning process will take all day.

Day 3: Hands on Training, wrap up class meeting

The engineer can work with the operators and engineers so they can go through and start up the system with him onsite. As needed, an additional in class summary meeting may be held. The length will depend on the amount questions and hands on training desired by the operators.

Day 4: Travel Day

The engineer may leave at the end of Day 3 or stay overnight depending on the scheduled time.

The total for training and commissioning will be \$6,700.00.

**F.O.B. Destination
 (\$4,500.00)**

The investment figure to **City of Cartersville Gas System** for the above stated one (1) HotCat Model HH-2750 Automated Unit will be:

**Three Hundred Twenty Four Thousand Nine Hundred and 00/100 US Dollars
 (\$324,900.00)**

PAYMENT TERMS **(FIRM)**

- Thirty-five percent (35%) down with receipt of purchase order
- Sixty percent (60%) due prior to shipment
- Five percent (5%) due after unit and all documentation have been received by customer



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DEVIATION FROM STANDARD QUOTED EQUIPMENT

Any changes or modification from the above specified equipment will delay estimated delivery. Any additional engineering services required as a result of requested design modifications to the above specified equipment will be charged an engineering fee of \$250.00 per man hour.

ESTIMATED DELIVERY

Delivery is estimated at sixteen to twenty (16 to 20) weeks from receipt of order with down payment and approvals.

Once your purchase order and down payment are received, our production schedule will be reviewed and a firm delivery date provided.

**Engineering submittal will be 4 weeks ARO
 Customer approval 2 weeks
 Long Lead material 8 to 10 weeks**

Customer to release Bucrest to manufacturing to ensure timely scheduling of equipment in production queue. Pushing out of delivery date can be arranged to accommodate changes in construction schedule.

Any design changes made during construction of the unit by the customer, will require a two (2) week extension added to the delivery date.



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Catalytic Industrial Group, Inc.

Bruest Catalytic Heaters HotCat Division

TERMS AND CONDITIONS OF SALE

1. **Acceptance.** Customer purchase orders are subject to approval and acceptance at the home office of Catalytic Industrial Group, Inc. ("Seller") in Independence, Kansas, and are not binding on Seller until so approved and accepted. No terms, provisions or conditions of Customer's order in addition to or different from these Terms and Conditions of Sale shall be binding on Seller unless and until acknowledged and accepted in writing by an executive officer of Seller, and Seller's mere acceptance and/or approval of Customer's order shall not constitute such acknowledgment and acceptance of additional or different terms.
2. **Taxes.** Quoted prices do not include any sales and use taxes or other taxes, duties, fees and charges (collectively "taxes") of any kind now or hereafter imposed by any governmental authority upon or by reason of sale or delivery of the merchandise in question, all of which taxes are payable by Customer in addition to the purchase price of items ordered. Except to the extent that such taxes are separately stated and collected by Seller from Customer at the time of payment of the purchase price, Customer will remain liable to pay such taxes on demand by Seller and to indemnify and defend Seller from any obligation to pay the same to any taxing authority. Nothing herein shall be construed as obligating Customer with respect to any tax on Seller's net income.
3. **Delivery.** Unless otherwise specified, quoted prices do not include freight, and all items will be shipped f.o.b. Independence, Kansas with freight payable by Customer in addition to the purchase price. Risk of loss or damage passes to Customer upon Seller's delivery of goods to the carrier. Seller will make reasonable efforts to meet Customer's delivery date requirements, but Seller will not be responsible for any delays in delivery or non-delivery due to any cause beyond Seller's control including but not limited to fire or other casualty loss, labor stoppages, or non-delivery of essential materials or components by third parties. Goods shipped on credit are sold and delivered on the condition that Customer grants and Seller retains a purchase money security interest therein, and that Customer authorizes Seller on Customer's behalf to sign any financing statements and take any other actions necessary or convenient to perfect such security interest.
4. **Payment Terms.** Payment terms for the HotCats are as follows:
 - 35% due with receipt of Purchase Order
 - 60% due prior to shipping
 - 5% due when unit arrives at Consignee and all documents have been received by customer.

Note: 100% of order is due prior to shipping if unit is being shipped out of the country.

5. **Limited Warranties.**
 - a. **Limited Warranty "A".** Limited warranty "A" applies to equipment purchased as part of an Engineered System, meaning an engineered configuration of Bruest™ catalytic heaters and controls recommended by Seller to accomplish the requirements specified by Customer for industrial process heating, drying or curing. Limited warranty "A" shall be valid for 18 months after shipment or 12 months after commissioning whichever is first.

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Any claims under this warranty must be made before the end of the limited warranty period, by written notice to Seller. During this period, if Seller determines that a Bruest™ catalytic heater or other covered equipment is defective in material or workmanship, Seller at its option will repair or replace the defective item(s) at Customer's place of business where the Engineered System is installed or at Seller's home office in Independence, Kansas, without charge to Customer.

- b. **Additional Terms and Conditions of Limited Warranties.** The foregoing warranties are granted to the Customer end user only, and are not transferable. Where Seller elects to repair or replace any parts or equipment under warranty, Seller has the right to substitute functionally equivalent new or serviceable reconditioned items. All returns under warranty are governed by Seller's return policies noted in paragraph 9 below.
 - c. **Matters Not Covered by Limited Warranties.** The foregoing warranties do not cover malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage or operation not in accord with product instructions, depletion of lubricants or other consumable supplies, acts of nature, unusual conditions of temperature, moisture, dirt or corrosion, use with corrosive materials, improper installation (except items installed by Seller), or Customer-caused damage including but not limited to damage caused by disassembly or repair attempted without Seller's authorization. The one-year limited warranties (limited warranties A-1) do not cover merchandise not manufactured by Seller; Seller makes no warranty with respect to any such items, but Seller will pass through to Customer any warranty Seller has received or will receive from the vendor and/or manufacturer to the fullest extent possible.
 - d. **No Other Warranties.** EXCEPT AS STATED HEREIN, SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND DISCLAIMS AND NEGATES ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND CONFORMITY TO MODELS OR SAMPLES.
6. **Limitation on Remedies.** Customer's remedies for Seller's negligence, breach of warranty, breach of contract, or any other act or omission of Seller arising out of or connected with the order and sale of the quoted merchandise are strictly limited to the obligations of Seller for breach of warranty as stated in paragraph 5 above. Seller's liability is strictly limited to repair or replacement of defective items under the one-year limited warranty (limited warranties A-1), as applicable. No person is authorized to assume for Seller any obligation or liability not strictly in accord with these terms and conditions of sale or to represent that Seller makes any warranty or guaranty not stated herein.

IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF EQUIPMENT, PROPERTY DAMAGE, LOSS OF PROFITS, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF CUSTOMER'S PURCHASE OF SELLER'S PRODUCTS OR ANY ACTION TAKEN OR OMITTED BY SELLER ON ANY WARRANTY CLAIM, EVEN IF THE LIMITATIONS STATED HEREIN ON CUSTOMER'S REMEDIES OR SELLER'S LIABILITY CAUSE A REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE, AND EVEN IF SELLER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CLAIMED UNDER CONTRACT, IN TORT, OR ON ANY OTHER LEGAL THEORY. THE LIMITED WARRANTIES SET FORTH IN PARAGRAPH 5 AND THE OTHER TERMS AND CONDITIONS OF SALE STATED HEREIN ARE ESSENTIAL AND MATERIAL PROVISIONS OF THE SALE OF SELLER'S PRODUCTS TO CUSTOMER. ALL DISPUTES ARISING OUT OF OR RELATED TO SUCH MATTERS WILL BE GOVERNED BY THE LAWS OF THE STATE OF KANSAS. ANY LEGAL ACTION RELATING TO ANY SUCH DISPUTES MUST BE BROUGHT IN THE STATE COURTS OF KANSAS, AND CUSTOMER BY ITS ORDER AND PURCHASE OF SELLER'S PRODUCTS CONSENTS AND WAIVES ANY OBJECTIONS TO PERSONAL JURISDICTION OF AND VENUE IN SUCH COURTS.

- 7. **Receipt of Equipment.** Customer is responsible for receiving the equipment, visually checking for transport damage (please notify sales@bruestcatalyticheaters.com if there is any damage, suspected damage, or miscount), and safely storing and transporting the equipment to Customer's job site.
- 8. **Firm Proposal.** All quotations are firm for ninety (90) days, but may be canceled or modified by Seller during that

Item # 15



When integrity leads, success follows
period by written notice to Customer.

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9. **Returns; Restocking; Cancellation Charges.** Merchandise may not be returned for any reason without a returned goods authorization issued by Seller. Once accepted, Customer orders are noncancellable. Any items authorized by Seller for return, under warranty or otherwise, must be returned via prepaid insured freight f.o.b. Seller's home office in Independence, Kansas. Bruest Catalytic Heaters HotCat Division charges the following for cancellation of order:
- 50% after major material is purchased
 - 90% after release to manufacturing
 - 100 % upon completion of manufacturing

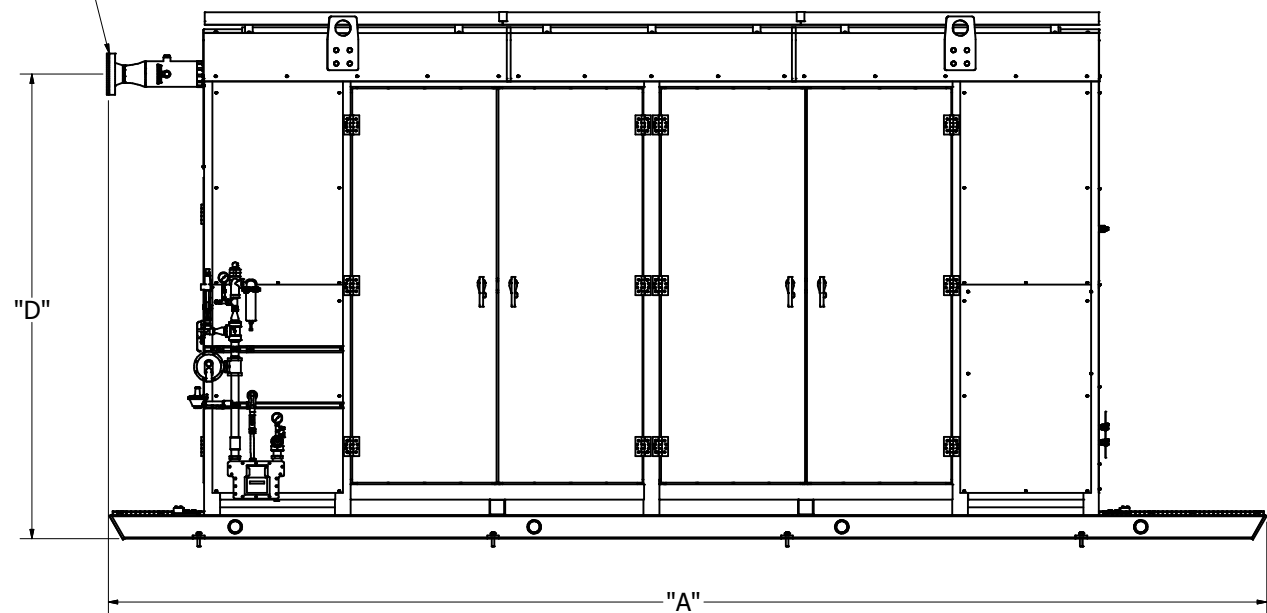
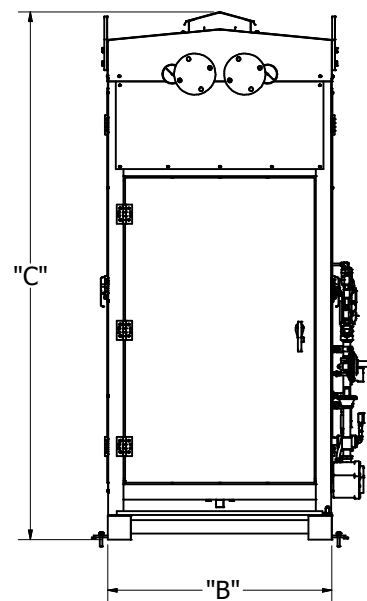


Size	A	B	C	D	Header Size	Heat Exchanger Type	No. of Coil Bays	Catalytic Heater Size	No. of Catalytic Heaters	Heat Zone Layout	Input BTU/H
HH-2750	459"	59"	137"	120"	8" Sch. 80	1.25" Sch. 80 Coil	4	24" x 72"	32	8 Zones / 4 Heaters Per Zone	2,764,800
HH-2000	373"	59"	137"	120"	8" Sch. 80	1.25" Sch. 80 Coil	3	24" x 72"	24	8 Zones / 3 Heaters Per Zone	2,073,600
HH-1350	287"	59"	137"	120"	6" Sch. 80	1.25" Sch. 80 Coil	2	24" x 72"	16	8 Zones / 2 Heaters Per Zone	1,382,400
HH-1000	287"	59"	113"	96"	6" Sch. 80	1.25" Sch. 80 Coil	2	24" x 72"	12	6 Zones / 2 Heaters Per Zone	1,036,800
HH-700	201"	59"	137"	120"	6" Sch. 80	1.25" Sch. 80 Coil	1	24" x 72"	8	8 Zones / 1 Heaters Per Zone	691,200
HH-520	201"	59"	113"	96"	6" Sch. 80	1.25" Sch. 80 Coil	1	24" x 72"	6	6 Zones / 1 Heaters Per Zone	518,400

Sales Drawing
Not for Construction

Measurements are approximate

Dependent on Size
and Conditions



Item # 15

23/05/2017 10:29



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
CSX Preliminary Engineering Agreement

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	The Public Works Department and Water Department have a joint project under preliminary review by CSX Railroad. This project, located near the abandoned Cook Street Crossing, includes a proposed culvert removal/ upgrade and a proposed sewer crossing. CSX is requesting the City to sign a preliminary engineering agreement and payment for review of our engineering documents. This agreement requires a payment of \$5,700, and if approved will be paid through SPLOST. Public Works recommends approval of this budgeted item.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	This will be paid from SPLOST proceeds.
Legal:	
Associated Information:	

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of March 8., 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and City of Cartersville, Georgia (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the installation of a box culvert parallel to CSXT owned tracks on the Atlanta Division, W&A Subdivision, MP# 0WA-47.09 (DOT# 340438C) in The City of Cartersville, Georgia, hereinafter, called (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. Generally The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT’s approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately \$5,700.00 (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments made, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement, CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, and/or (B) to terminate this Agreement.

3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to CSXT that: (i) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (ii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

City of Cartersville, Georgia: Nearest DOT#: 340438C

CSXT File #: CSX856444 / 1014608

5. Termination.

- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) on Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.3.2.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. Real Estate & Facility Management 500 Water Street, J180 Jacksonville, Florida 32205 Attention: Anthony L. Gilmore, Manager Corridor Services
-------------	--

If to Agency:	City of Cartersville, Georgia 1 North Erwin Street Cartersville, Georgia, 30120
---------------	---

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as

City of Cartersville, Georgia: Nearest DOT#: 340438C

CSXT File #: CSX856444 / 1014608

a permanent waiver of any rights or obligations in this Agreement.

10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the state of Georgia, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Cartersville, Georgia

By: _____
 Print Name:
 Responsibility/Position:

CSX Transportation, INC.

By: _____
 Mark E. Austin
 CSX Transportation
 Director Engineering Services

City of Cartersville, Georgia: Nearest DOT#: 340438C

CSXT File #: CSX856444 / 1014608

CSXT Schedule PA
(Advance Payment – Preliminary Engineering Agreement)

PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section **Error! Reference source not found.** of the Agreement dated March 8, 2018, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.
Real Estate & Facility Management
500 Water Street.
J180, 12th Floor
Jacksonville, Florida 32205
Attention: Anthony L. Gilmore, Manager Corridor Services**

.....

Payment due within ten (10) days of Agency's receipt of fully executed agreement

(All information below to be completed by Agency providing Payment)

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
_____	\$5,700.00	_____

Date: _____

By: _____

Name: _____

Title: _____

Phone: _____

Email: _____



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Garbage Cart Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	Solid Waste solicited quotes for 500 brown carts and 100 green carts with the low bidder being Toter from Statesville, NC for \$28,548.08. This is a budgeted purchase and your approval is recommended.
City Manager's Remarks:	City Council approval if this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10071829

Sell To:

Contact Name	Crystal Summers	Ship To Name	Cartersville, City of
Bill To Name	Cartersville, City of	Ship To	330 S. Erwin Street
Bill To	330 S Erwin St Cartersville, GA 30120 USA		Cartersville, GA 30120 USA
Email	csummers@cityofcartersville.org		
Phone	(770) 387-7431		

Quote Information

Salesperson	Emily Archer	Created Date	3/28/2018
Salesperson Email	earcher@wastequip.com	Expiration Date	4/27/2018
		Quote Number	WQ-10071829
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	Body Stamp: S5461 Custom Serial Number	100.00	\$47.03	\$4,703.00
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA	---Body Color - (270) Brown ---Lid Color - (270) Brown ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	Body Stamp: S5461 Custom Serial Number	500.00	\$45.03	\$22,515.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$27,218.00
Shipping Terms	FOB Origin	Shipping and Handling	\$1,330.08
		Tax	\$0.00
		Grand Total	\$28,548.08

Additional Information

Additional Terms Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in

Item # 17



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Park Amenities Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Quotes were advertised and received for the purchase of park amenities that will be used in various parks. Park amenities include 11 picnic tables and 15 trash receptacles. The majority of these items are scheduled for use at new Aubrey St. pool and new Dellinger Park new tennis pavilion. Furniture Leisure, Inc. quote in the amount of \$12,475.00 is the low quote and meets all material specifications. I recommend Furniture Leisure, Inc. for this purchase and if approved, these items will be paid out of GO Bond funds.
City Manager's Remarks:	City Council approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from the GO Park & Rec Bond proceeds.
Legal:	
Associated Information:	

Quote Tally - 18-002 Park Amenities

Vendor	6-6' Rec T.	3-8' HC T	1-Sq T.	1-Sq. HC T	15-Trash Recpt.	Freight	Discount	Total	Notes:
Furniture Leisure, Inc 2729 East Moody Blvd #203 Bunnell FL 32110	\$559.75 \$3,358.50	\$574.40 \$1,723.20	\$599.40 \$599.40	\$630.00 \$630.00	\$349.00 \$5,235.00	\$929.40		\$12,475.50	All items meet quote specifications
Highlands Product Group, LLC The Park Catalog 3350 NW Boca Raton Blvd, Suite B2 Boca Raton FL 33431	\$508.00 \$3,048.00	\$578.00 \$1,734.00	\$604.00 \$604.00	\$515.00 \$515.00	\$439.02 \$6,585.30	\$1,110.00		\$13,596.30	
Kay Park Rec 1301 Pine St. Janesville IA 50647	\$489.07 \$2,934.40	\$746.35 \$2,239.05	\$727.65 \$727.65	\$669.00 \$669.00	\$521.95 \$7,829.25			\$14,399.35	
Park Warehouse, LLC 5301 North Federal Highway #140 Boca Raton FL 33487	\$598.43 \$3,590.58	\$615.53 \$1,846.59	\$637.13 \$637.13	\$668.63 \$668.63	\$421.89 \$6,328.35			\$13,071.28	
R.J. Thomas Mfg. Co., Inc. PO Box 946 5648 US HWY 59 Cherokee LA 51012-0946	\$809.18 \$4,855.08	\$869.81 \$2,609.43	\$817.68 \$817.68	\$766.48 \$766.48	\$411.66 \$6,174.90			\$15,223.57	
Ultra-Play PO Box 520700 Longwood FL 32752	\$881.07 \$5,286.42	\$982.86 \$2,948.56	\$1,022.34 \$1,022.34	\$1,120.10 \$1,120.10	\$455.51 \$6,832.66	\$1,021.07	-\$655.20	\$15,533.81	
Best Litter Receptacles, Inc. 221 Carolina Farms Blvd. Carolina Shores NC 28467 bestlitter@atmc.net	\$638.00 \$3,828.00	\$682.00 \$2,046.00	\$612.00 \$612.00	\$678.00 \$678.00	\$435.00 \$6,525.00			\$13,689.00	
OCC Outdoors, Inc. 6925 South Carroll Rd. Indianapolis, IN 46259 mholdren@occoutdoors.com	\$687.37 \$4,124.22	\$784.48 \$2,353.44	\$658.95 \$658.95	\$785.32 \$785.32	\$408.28 \$6,124.09	\$624.64		\$14,670.66	
Superior Recreational Products Carrollton GA 30112	\$663.04 \$3,978.22	\$734.54 \$2,203.62	\$978.21 \$978.21	\$935.81 \$935.81	\$365.05 \$5,475.65			\$13,571.51	
Jamestown Advanced Products Jamestown NY 14701	\$587.00 \$3,522.00	\$667.00 \$2,001.00	\$1,055.00 \$1,055.00	\$1,006.00 \$1,006.00	\$505.00 \$7,575.00			\$15,159.00	
Bliss Products & Services, Inc. 6831 South Sweetwater Road Lithia Springs GA 30122	\$691.69 \$4,150.13	\$772.28 \$2,316.83	\$817.93 \$817.93	\$898.07 \$898.07	\$358.52 \$5,377.70			\$13,560.66	
PRS Site Furnishings POB 423 Carrollton GA 30112	\$540.00 \$3,240.00	\$556.00 \$1,668.00	\$575.00 \$575.00	\$605.00 \$605.00	\$337.00 \$5,055.00	\$792.00		\$11,935.00	Received quote by email Tuesday March 20, at 10:18pm, 10+hours

Furniture Leisure, Inc.
2729 E. Moody Blvd. #203
Bunnell, FL 32110

Phone # (800) 213-2401

Fax # (386) 437-6652

Quote

Date	Quote #
3/5/2018	19110

Bill To
City of Cartersville Greg Anderson Parks & Recreation P.O. Box 1390 Cartersville, GA 30120

Ship To
City of Cartersville Dellinger Park 100 Pine Grove Rd. Cartersville, GA 30120 Greg Anderson/ 770-607-6173

		P.O. Number	Rep	Terms	
			CSS	50%deposit/Net	
Item	Description	Ordered	Cost	Total	
TRT06-D-01-000	6' Rectangular Perforated Picnic Table with Two Attached Seats, Polyethylene Coated with Black Powder Coated Portable Frame. 225lbs. Top & Seat Color: BLACK	6	559.75	3,358.50	
TRT08-D-01-001	8' Handicap Accessible Picnic Table, Two 6' attached seats to allow wheelchair accessibility. Polyethylene Coated Perforated Steel, Portable Black Frame. 247lbs. Top & Seat Color: BLACK	3	574.40	1,723.20	
TSQ46-D-04-000	46" Square Perforated Style Portable Picnic Table, Polyethylene Coated, Seats 8. Black Powdercoated Frame. 259lbs. Top & Seat Color: BLACK **Made with 2 3/8" frames to meet specs**	1	599.40	599.40	

Due to Credit Card Processing guidelines all Credit Card purchases will be Processed for the full amount within 7 days of purchase. Orders other than credit card payment require a 50% deposit on all first orders and all orders over \$2000.00. The Balance is due upon receipt of merchandise. Orders will not be processed until credit is approved by Furniture Leisure, Inc. All Custom Orders (made to customers specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty.

Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All shipments are scheduled ASAP "As soon as Possible". All efforts will be made to expedite. However the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc. will be Flagler County, Florida.

Receiving, Offloading, Assembly and Installation of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal

Sales Tax (0.0%)

Total

Signature _____

Title _____

Date _____

Item # 18

alex@furnitureleisure.com

Page 1

www.furnitureleisure.com

Furniture Leisure, Inc.
2729 E. Moody Blvd. #203
Bunnell, FL 32110

Phone # (800) 213-2401

Fax # (386) 437-6652

Quote

Date	Quote #
3/5/2018	19110

Bill To
City of Cartersville Greg Anderson Parks & Recreation P.O. Box 1390 Cartersville, GA 30120

Ship To
City of Cartersville Dellinger Park 100 Pine Grove Rd. Cartersville, GA 30120 Greg Anderson/ 770-607-6173

P.O. Number	Rep	Terms
	CSS	50%deposit/Net

Item	Description	Ordered	Cost	Total
TSQ46-D-04-013	46" Square ADA, Perforated Portable Picnic Table, Polyethylene Coated, 3 benches, 1 side ADA Accessible. Black Powdercoated Frame. 254lbs. Top & Seat Color: BLACK **Made with 2 3/8" frames to meet specs**	1	630.00	630.00
RRD32-D-00/RDT32-P/RLN32-P	32gal. Trash Receptacle, Polyethylene Coated Perforated Metal, Black Plastic Liner and Black Plastic Dome Top, Basket color: BLACK	15	349.00	5,235.00

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Receiving, Offloading, Assembly and Installation of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal

Sales Tax (0.0%)

Total

Signature _____ Title _____ Date _____

Item # 18

Furniture Leisure, Inc.
2729 E. Moody Blvd. #203
Bunnell, FL 32110

Phone # (800) 213-2401

Fax # (386) 437-6652

Quote

Date	Quote #
3/5/2018	19110

Bill To
City of Cartersville Greg Anderson Parks & Recreation P.O. Box 1390 Cartersville, GA 30120

Ship To
City of Cartersville Dellinger Park 100 Pine Grove Rd. Cartersville, GA 30120 Greg Anderson/ 770-607-6173

		P.O. Number	Rep	Terms	
			CSS	50%deposit/Net	
Item	Description	Ordered	Cost	Total	
S&H	Shipping and Handling. Commercial Delivery does not include off loading freight. Additional charges for Lift Gate, Call Ahead & Inside Delivery will be added when requested. PLEASE INSPECT ALL PRODUCTS IN THE PRESENCE OF THE DRIVER AT TIME OF DELIVERY TO ENSURE PRODUCT WAS NOT RECEIVED DAMAGED. IF THERE ARE ANY DAMAGES TO THE PRODUCT PLEASE BE SURE TO SIGN B.O.L. AS RECEIVED DAMAGED. Standard commercial lead times are 3 to 4 weeks. Custom Orders are 4 - 6 weeks. Please call 1-800-213-2401 to obtain additional delivery services.		929.40	929.40	

Due to Credit Card Processing guidelines all Credit Card purchases will be Processed for the full amount within 7 days of purchase. Orders other than credit card payment require a 50% deposit on all first orders and all orders over \$2000.00. The Balance is due upon receipt of merchandise. Orders will not be processed until credit is approved by Furniture Leisure, Inc. All Custom Orders (made to customers specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

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Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All shipments are scheduled ASAP "As soon as Possible". All efforts will be made to expedite. However the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc. will be Flagler County, Florida.

Receiving, Offloading, Assembly and Installation of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal \$12,475.50

Sales Tax (0.0%) \$0.00

Total \$12,475.50

Signature _____ Title _____ Date _____

Item # 18



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Cultured-Stone Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Cartersville Parks and Recreation requested pricing for purchase of cultured-stone and flagstone for the proposed new Dellinger Park entrance sign base and columns. Elite Stone is the only local distributor for El Dorado Stone. CPRD attempted to get pricing from Stone Forest Materials, in Kennesaw, but was not provided an estimate. Cartersville City Council approved Steve Dutton Masonry for the labor in constructing the sign base and columns at the January 18, 2018 Council meeting. Steve Dutton Masonry and Elite Stone have collaborated with an estimated amount of material needed for this project. I recommend purchasing cultured-stone and flagstone from Elite Stone, in the amount of \$10,617.60. This is budgeted project and will be paid from GO Bond funds.
City Manager's Remarks:	City Council approval of this purchase is recommended.
Financial/Budget Certification:	This is budgeted project and will be paid from GO Bond funds.
Legal:	
Associated Information:	

www.elitestonesupply.com

No returns or exchanges. All sales are final.

PICKUP

DELIVERY

Quote

Order By:

D SNOW

Date _____

3/6/2018

PO#

Terms

Cash

Check

Charge

Lot#			
S-D / Job			
Street#/ Name	Delinfer Park Sign And Columns		
City			
Zip			
County			

COMMENTS

Elite Stone & Supply, LLC will not be responsible for excess material left on jobsite. The undersigned has requested travel on driveway and assumes full responsibility for possible damage.

**Customer
Signature**

Picked by:

Loaded by:

Checked by:

WE APPRECIATE YOUR BUSINESS!



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
WPCP – Maintenance Shop Roll-Up Door

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The Maintenance Shop roll-up door is almost totally dysfunctional. The door is extremely difficult to raise or lower and will jump off track on occasion. We are in and out of this building multiple times per day and need to keep expensive parts and tools secure. Quotes were requested from the following three vendors for replacement of the door and all labor and material necessary for installation: Arbon Equipment Corporation \$6,145.00 Graham Commercial Contractors, LLC \$7,075.00 Overhead Door Company of Atlanta \$7,149.60 I recommend the Arbon Equipment Corporation bid in the amount of \$6,145.00.
City Manager's Remarks:	City Council approval of the bid from Arbon is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	



A **RITE-HITE** COMPANY
International Dock & Door Systems

2150-E Northmont Parkway Duluth, GA 30096 • Phone 770-623-5678 • Toll Free 800-357-7260 • Fax 770-623-4035

Bart Sears
City Of Cartersville
PO Box 1390
Cartersville, GA 30120
770-607-5816

Wednesday, January 17, 2018

Reference Job:
Replacement Rolling Steel Door

<u>Product Description</u>	<u>Qty</u>	<u>Extended Price</u>
Raynor Rolling Steel Door	1	INCLUDED

- Automatic Door Operator
- Rolling Steel Door
- 12' x 12' Opening

Electrical Hook-Up	INCLUDED
---------------------------	-----------------

Arbon to hook up equipment from disconnect (disconnect supplied by customer)

- All electrical hook-up utilizes EMT (Flex) conduit.
- Performed at time of mechanical installation
- Consult for rigid conduit requirements

Scissor Lift Rental	INCLUDED
----------------------------	-----------------

Freight and Handling	Included
Installation	Included
Contractors Use Tax	Included
Total	\$6,145.00

Quote Prepared For:

Bart Sears
 City Of Cartersville
 PO Box 1390
 Cartersville, GA 30120
 770-607-5816
 bsears@cityofcartersville.org

Please Direct Purchase Order To:

Jake Lepchitz
 Arbon Equipment Corporation - Southeast
 2150 Northmont Parkway, Suite E
 Duluth, GA 30096
 770-623-5678
 407-377-8021 x8021 (direct phone)
 678-571-3196 (cellular phone)
 770-623-4035 (fax)
 JLepchitz@ritehite.com

Replacement Rolling Steel Door**Standard Remarks: Unless otherwise specified in writing:**

- Delivery will be per the project schedule, unless a specific "order date/delivery date" has been set.
- If applicable, all product lead times are calculated from the time that approved documentation is returned to us.
- Please note that all installation prices included in this proposal are based on reasonable access to the installation site. We reserve the right to address any additional costs incurred due to poor or obstructed access or interference by other trades or weather-related site conditions. Work area must be free and clear of all obstructions and full access provided during entire job. All delays will be billed at regular hourly rates.
- Unless specifically stated otherwise, all installation will be performed by factory-trained non-union personnel during normal business hours Monday through Friday. If union labor is required additional charges will apply. This Agreement is not subject to prevailing wage requirements unless expressly stated and accompanied by required documentation and the applicable wage determination. Additional charges will apply for prevailing wage projects.
- By accepting this proposal, Customer accepts product specifications, configuration and terms and conditions.
- For Domestic transactions prices are F.O.B. manufacturer's point of shipment and are firm for 30 days on quantities shown. For International transactions prices are FCA Factory point of shipment and are firm for 30 days on quantities shown.
- Customer is responsible for all sales and use taxes not specified herein.
- ALL TERMS AND CONDITIONS ATTACHED OR HEREIN REFERENCED, INCLUDING LIMITATIONS ON LIABILITY AND DISCLAIMERS OF WARRANTY APPLY AND ARE INCORPORATED HEREIN BY REFERENCE.
- Both parties have read, understand and agree to the prices, terms and conditions herein and attached and seller objects to any additional terms or conditions. Issuance of a purchase order and/or contract to purchase product or services shall be acceptance of these terms herein stated with or without signature. Any language, terms or conditions contained in a purchase order and/or contract that is contrary to those herein shall be null and void as this is the complete and exclusive contract between Purchaser and Seller with respect to products and/or services. Shipment of any product or any services performed pursuant to a purchase order and/or agreement shall be unaffected by language contained in this proposal and any such shipment or performance of services shall be unaffected by language contrary in any purchase order or contract. All terms and conditions are incorporated by reference and contained on Seller's website at <http://www.ritehite.net/arbonorderterms.pdf>.

Accepted By: _____ **Title:** _____

P.O. #: _____ **Date:** _____



Mechanical & Electrical Order Review Buyer's and Seller's Responsibilities

Responsibility	Buyer	Arbon	N/A
Field verification of job site conditions. If Arbon's responsibility, the manufacturing process will not begin until site conditions are verified.			X
Other prep work or remaining obstructions (please specify).			X
Removal of existing equipment or other obstructions prior to installation (please specify).		X	
Unloading and storage of equipment at the job site.		X	
Forklift Equipment required.			X
Scissor/Boom Lift required.		X	
Fire watch.			X
Mechanical installations in accordance with shop drawings and/or manufacturer's instructions.		X	
Job site safety training. If yes, how long?		X	
Disposal of removed equipment.		X	
Line wiring; a properly fused disconnect with voltage required must be installed within 5 feet of equipment location prior to mechanical installation.	X		
Control wiring; Control wiring from fused disconnect to control panel, wiring from control panel to motor, wiring of all limit switches, interconnections and/or photo eyes.		X	
What type of access will be provided to work area? Example: one position at a time, two or three positions at a time, unlimited access.	M-F	8-5	
Other Considerations:			

Accepted By: _____ **Title:** _____

P.O. #: _____ **Date:** _____

Arbon Equipment Corporation Standard Terms & Conditions (Revised 10.19.15)

1. **ORDERS; QUOTATIONS.** Purchaser has read, understands and agrees to the prices, terms and conditions herein and attached and seller objects to any additional terms or conditions. Issuance of a purchase order and/or contract to purchase product or services shall be acceptance of these terms herein stated with or without signature. Any language, terms or conditions contained in a purchase order and/or contract that is contrary to those herein shall be null and void as this is the complete and exclusive contract between Purchaser and Seller with respect to products and/or services. Shipment of any product or any services performed pursuant to a purchase order and/or agreement shall be unaffected by language contained in this proposal and any such shipment or performance of services shall be unaffected by language contrary in any purchase order or contract. This Agreement is not subject to prevailing wage requirements unless expressly stated and accompanied by required documentation and the applicable wage determination. Any and all modifications to this Order must be in writing and signed by the Seller.
2. **PRICING.** For Domestic transactions prices are F.O.B. manufacturer's point of shipment and are firm for 30 days on quantities shown. For International transactions prices are FCA Factory point of shipment and are firm for 30 days on quantities shown. All bonds or permits shall be Purchaser's responsibility unless specified in a quotation. All quotations are void if not accepted by Purchaser in writing within 30 days from its date. Seller reserves the right to increase a quoted fee in the event that the Purchaser requests a variation on the goods agreed. If Purchaser does not take delivery of a confirmed Order for goods within 90 days of the agreed upon delivery date, Seller shall have the right to increase the purchase price provided Seller gives Purchaser reasonable notice of the proposed price increase. In the event of a proposed price increase based on the foregoing Purchaser shall have the right to cancel this agreement within 5 days after receipt of such notice and subject to the pre-shipment Cancellation Charges below.
3. **DELIVERY.** Delivery dates specified, if any, are estimates and Seller shall in no event be held liable for delays occasioned by labor disputes, material shortages, acts of God, fires, floods, delays in transportation, or any event or circumstances beyond its exclusive control. IN THE EVENT OF A DELAY OR FAILURE OF PERFORMANCE NOT EXCUSED UNDER THE FOREGOING, SELLER'S LIABILITY SHALL NOT EXCEED THAT PORTION OF THE INVOICE PRICE REPRESENTED BY THE QUANTITY OR MATERIAL DELAYED OR NOT SHIPPED. Purchaser acknowledges that title and risk of loss shall pass upon delivery of the goods to carrier.
4. **PAYMENTS.** Net invoices will be paid within 30 days from the date of invoice for equipment purchases and 10 days from the date of invoice for service transactions. A finance charge of two-percent (2%) per month, or the highest rate allowed by law may be added to the unpaid balance on all accounts not paid in full on or before the due date. Purchaser shall be liable for all costs of collection including but not limited reasonable attorney fees and court costs. Unloading of all goods is the responsibility of the Purchaser.
5. **WARRANTIES.** In all cases in which a manufacturer extends to Seller a limited warranty for finished goods covered by this document, that warranty and all associated limitations of liability shall control Purchaser's rights. The standard warranty of Rite Hite is as follows: Rite Hite warrants that its products will be free from defects in design, materials and workmanship for a period of one to five years from the date of shipment depending on the product. All claims for breach of this warranty must be made within 30 days after the defect is or can, with reasonable care, be detected and in no event no more than 30 days after the warranty has expired. In order to be entitled the benefits of this warranty, the products must have been properly installed, maintained, operated within their rated capacities, and not otherwise abused. Periodic lubrication and adjustment is the sole responsibility of the owner. This warranty is Seller's exclusive express warranty. SELLER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS WARRANTIES INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Nonstandard Seller warranties, if any, must be specified by Seller in writing. In the event of any defects covered by this limited warranty, Seller will remedy such defects by repairing or replacing any defective equipment or parts, bearing all of the costs for parts, labor and transportation. This shall be the exclusive remedy for all claims whether based on contract negligence or strict liability.
6. **LIMITATION OF LIABILITY.** ARBON EQUIPMENT CORPORATION, RITE-HITE COMPANY, LLC OR THEIR PARENT, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS, SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF THE USE OF ANY EQUIPMENT OR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE OF ANY KIND WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO THE REPAIR OR

REPLACEMENT OF GOODS OR PERFORMANCE OF SERVICES, WITHOUT COST TO BUYER, OF DEFECTIVE MATERIALS, OR THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF MATERIALS, OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY DEFECTS, AS SELLER MAY SOLELY ELECT. Seller shall have the right, at all times hereafter, to inspect the materials and otherwise investigate Purchaser's claims.

7. **SPECIFICATIONS.** The application of a manufacturer's specifications to a particular job is the responsibility of the Purchaser.

8. **CANCELLATION CHARGES.** If Purchaser cancels an order for goods before accepting the goods for any reason other than a timely objection to a price increase, the following cancellation charges expressed in a percent of the purchase price will be paid by the Purchaser and constitute liquidated damages.

- A) Standard equipment cancelled
 - before (pre) shipment - 20%
 - after shipment but before installation - 50% plus cost of shipment and return
- B) Special equipment cancelled
 - before manufacturing - 20%
 - during manufacturing - 100%
 - after shipment - 100% plus cost of shipment and return

"Standard Equipment" means any equipment described on current price list as available without modifications, options, or changes whether at additional cost or not excepting rail car ramps which are considered special equipment being manufactured to the purchaser's center line dimensions. All other equipment is special equipment.

9. **PERFORMANCE.** Seller shall perform all services in a professional and workmanlike manner. Nothing herein shall be deemed to constitute Seller as a joint venturer, partner, or anything other than an independent contractor. Purchaser acknowledges that it will comply with all U.S. laws and regulations including but not limited to U.S. laws regulating export compliance.

If Purchaser (i) fails to perform any of the terms and conditions to be performed by Purchaser, including, without limitation, payment of the purchase price when due, (ii) dissolves or is liquidated, or (iii) is the subject of a proceeding in bankruptcy, insolvency, receivership or assignment or the benefit of creditors, then Seller may, in its sole discretion, without notice to Purchaser, declare Purchaser to be in default. Upon or after default, Seller may, without notice, (i) defer any shipments or stop any materials shipped while in transit until payment in full is made, or until Seller is otherwise satisfied as to Purchaser's financial responsibility and Purchaser has given adequate assurance of payment to Seller as requested by Seller, (ii) cancel in whole, or in part, any and all orders then outstanding between Seller and Purchaser, (iii) declare all sums owing hereunder and under any other agreement, documents or instruments between Seller and Purchaser, whether now or hereafter existing to be immediately due and payable, and (iv) exercise any and all other rights and remedies available under applicable law, including, without limitation, the Uniform Commercial Code of Wisconsin. All attorneys' fees and legal expenses incurred by Seller in enforcing the same shall be borne by Purchaser.

10. **INDEMNIFICATION.** Purchaser shall defend, indemnify and hold Seller, its agents and employees harmless against any and all liability including strict liability, any allegations, demands, claims, charges, causes of action, suits, proceedings, judgments, awards, orders, decrees, losses, fines, penalties, costs and expenses including but not limited to attorneys' fees arising out of Purchaser's use of the goods and/or services. Purchaser agrees that upon acceptance of the goods or services or payment hereunder, that any action shall be commenced within one (1) year.
11. **CONFIDENTIAL INFORMATION.** Purchaser and Seller may have access to, acquire, or become acquainted with confidential and proprietary information relating to the other party's business, including without limitation, financial information, market information, business projections, business methods, algorithms, trade secrets, technology, contacts, etc. that is not generally known to the public (the "confidential or proprietary information"). Each party shall hold in strictest confidence and shall not (other than as required in the performance of the party's duties or specifically allowed in writing) disclose or use, either directly or indirectly, any confidential or proprietary information, either during the term of the Agreement, or any time thereafter. Notwithstanding anything to the contrary, "confidential or proprietary information" shall not include any information: (a) which is, at the time of disclosure, known to the recipient without violation of this Agreement or is generally available to the public; (b) which becomes at a later date, known to the recipient or generally available to the public through no act or omission of the recipient, and then only after such later date; or (c) to the extent which may be required by process of law to be disclosed by the recipient, but only upon prior written notice to the disclosing party of no less than ten (10) days, if notice is permitted, so that the disclosing party may obtain a protective order or other equitable relief.
12. **VENUE/JURISDICTION.** This transaction shall be governed by the laws of the State of Wisconsin. Purchaser hereby agrees that any all disputes arising under this Order shall be subject to adjudication only in the state courts of Milwaukee County, Wisconsin or the Eastern United States District Court in Milwaukee, Wisconsin and Purchaser hereby consents to the exclusive jurisdiction of those courts. In any dispute arising hereunder the prevailing party shall be entitled to attorneys' fees. The rights and obligations of the parties hereunder shall not

be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

13. If any provision is declared invalid by a court of competent jurisdiction all other provisions shall remain in full force and effect.

The Genuine. The Original.



Overhead Door Company of Atlanta
A DH PACE Company

General Office and Showroom
221 Armour Drive
Atlanta, GA 30324
404-872-3667
OverheadDoorAtlanta.com

Commercial Products
279 Ottley Drive
Atlanta, GA 30324
404-872-3667
OverheadDoorAtlanta.com

Greater Hall County Showroom
2171 Hilton Drive
Gainesville, GA 30501
770-535-1009
OverheadDoorGreaterHallCounty.com

COMMERCIAL PROPOSAL

Quoted
SOLD TO: City of Cartersville
Water Dept

PROJECT: # 674874

DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE

PRICES BASED ON:	PLANS ☐	SPECS ☐	VERBAL INFO ☐	SKETCHES ☐
ADDENDA:				NET AMOUNT
Old Shop: Atlas Door Damaged, Can't Buy Parts Any more for this door. Out of business 20+ yrs. (1) (610) 12'X12', RH Drive, TDHA, Metal Jamb^s No Side Room Overall Width Can't Exceed 12'7" (Cradle) (1) RSX 1/2 HP, 115volt, Front Hood Mount Operator, #50 Sprockets 				Disconnect Box 115volt 24" off Right Top Corner Door + Operator Installed \$ 7149.60 Total
New Shop: Old Atlas Operator 115volt, Board. No Parts Available Quoted (1) 1/2 HP 115volt, RSX, Wall Mount Operator RH Side. TDHA, Reconnect. Need (1) #40 Small Drive Sprocket. * Customer Said Use Their Forklift + Scissor (city has one).				\$ 2392.00
The proposal described herein, including all price(s) quoted, is made conditionally upon Seller's (1) verification of Buyer's credit status; and (2) Buyer's acceptance of any special payment made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.				TOTAL
				DEPOSIT
				BALANCE

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled.

PROPOSAL - SELLER

This Proposal is made this 24th day of Jan 2018

Scott Sumner
TYPE OR PRINT NAME OF SELLER

BY: 
SIGNATURE

TITLE

ACCEPTANCE - BUYER

This Proposal is accepted this _____ day of _____

TYPE OR PRINT NAME OF BUYER Item # 20

BY: _____
SIGNATURE OF OWNER, PARTNER or OFFICER (state which)



PROPOSAL

#248030518-1

218 East Main Street
 Cartersville, Georgia 30120
 Phone (770) 382-9565
 Fax (770) 382-5567
general@grahamcommercial.org
www.grahamcommercial.org

March 5, 2018

TO City of Cartersville
 Water Department
 Walnut Grove Rd
 Cartersville GA 30120

Job: WPCP Door with Motor

ITEM	DESCRIPTION		TOTALS
1	Take down existing 12x12 slat door		
2	Install new Door - 12 x 12 flat slat gray 24ga		
3	GCC is supplying the Hyster to install the door		
4	Install new ½ hp gear head door motor		
5	Run electrical in conduit from electrical service in corner of building to new door motor		
		SUBTOTAL	7,075.00
		TOTAL	\$7,075.00

THANK YOU FOR YOUR BUSINESS!

Item # 20



City of Cartersville

City Council Meeting

4/5/2018 7:00:00 PM

Waterford / Main Street Sewer Lift Station Pump Repair

SubCategory:	Bid Award/Purchases				
Department Name:	Water Dept				
Department Summary Recommendation:	There have been two pump failures that will require repair and replacement. All sewer lift station pumps contain Flygt brand pumps and require sole source repair and replacement. Based on an evaluation of both pumps, the Waterford Lift Station pump will need to be replaced and the Main Street Lift Station pump can be rebuilt. Flygt has provided the following pricing on the work described above: <table><tr><td>Waterford (replacement)</td><td>\$9,370.00</td></tr><tr><td>Main Street (rebuild)</td><td>\$10,378.22</td></tr></table> I recommend approval of the Flygt quote in the total amount of \$19,748.22.	Waterford (replacement)	\$9,370.00	Main Street (rebuild)	\$10,378.22
Waterford (replacement)	\$9,370.00				
Main Street (rebuild)	\$10,378.22				
City Manager's Remarks:	City Council approval of the work proposed by Flygt is recommended.				
Financial/Budget Certification:	This will be paid from account 505.3330.52.2361 Maintenance to WPCP.				
Legal:					
Associated Information:					



Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0076

Date: 3/2/2018

Page 1 of 5

Tag #: 0288

JobName: Bart Sears

Customer Information

Company Name: CITY OF CARTERSVILLE

Address PO BOX 1390

CARTERSVIL GA30120

Contact: Bart Sears

Telephone: 678 247 4069

Telephone:

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 31521816355

Serial Number: 3152.181-0130294

Model: 3152

Impeller Code: 0268

HP: 23

Volts: 460

Phases: 3

Inspection Information

Inspected By: Andre Eppes

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 0 B 0 W 0

Resistance through cable: RB 0.6 RW 0.0 BW
0.5

Stator Condition: Unusable

Shaft Condition: Good

Oil Condition: Unusable

Inspection Plugs:

Sensors:

☒ FLS

☐ CLS

☐ KLIX

☐ Bearing

☐ Cable

Hydraulic: Impeller/Propeller Condition: Unusable

Volute Condition: Good

Cable Condition: Unusable

Cable Length: no cable

Flygt Products

90 Horizon Drive , Suwanee GA 30024

PH: (770) 932-4320

FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0076

Date: 3/2/2018

Page 2 of 5

Tag #: 0288

JobName: Bart Sears

Hydraulic Type: C
Installation

Type: P

☐ Control

Discharge Size: 4"

☐ MFV

Primary Requirement: Stator dry burn

Repair/Service Requirements and remarks

bad winding , on B phase, impeller worn out , one of the leads from stator was missing insulation , that cause to arc on metal and caused stator to short to ground.

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
1	431 40 37	STATOR,25-14-2A 230/460V	\$2,456.40	\$2,456.40
1	601 89 21	KIT,REPAIR BASIC+ 3152.091,181	\$2,178.56	\$2,178.56
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$208.84	\$208.84
2	82 70 34	PLUG,M30 STEEL	\$23.92	\$47.84
1	392 00 15	COVER,ENTRANCE CI	\$1,460.04	\$1,460.04
2	82 40 81	WASHER,SS 32.5MM ID 52MM OD	\$4.88	\$9.75
1	84 35 56	GROMMET,CR 31ID 52OD 22L	\$21.16	\$21.16
2	81 73 63	SCREW,SLOTTED M5 X 30 SS	\$3.96	\$7.91
1	394 77 11	CABLE ENTRY UNIT	\$180.32	\$180.32
2	81 41 55	SCREW,HEX M12 X 30 SS	\$4.42	\$8.83
40	94 21 09	CABLE,SUBCAB AWG 6/3-2-1-GC+ 31MM	\$30.36	\$1,214.40
1	493 39 05	IMPELLER,C SH CODE 268 CI	\$1,511.56	\$1,511.56
1	398 92 02	RING,WEAR STATIONARY BRASS	\$96.60	\$96.60
		Total Price		\$9,402.22

Labor and Other Charges:



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FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0076

Date: 3/2/2018

Page 3 of 5

Tag #: 0288

JobName: Bart Sears

Qty	PartNo	Description	Sell Price	Total Price
1	14-69 00 21A	ENV FEE 0-10HP NO TAX TP ENVIRONMENTAL FEE	\$40.00	\$40.00
1	14-69 00 24	MISC ITEMS,SMALL PUMPS TP MATERIALS,LUBES,SOLVENTS,ETC	\$32.00	\$32.00
8	14-69 00 02A	LABOR,SVC FLYGT,NO TAX Z3-TP MODELS: 3000,7000,8000	\$113.00	\$904.00
		Total Price		\$976.00

Rebuild Price

New Pump Price

Total Price: \$10,378.22

Product Replacement

Product Number: 3153.185-2008

Estimated Delivery: 0 Weeks

Cost of New Unit: \$16,365.88

Description:

Flygt Model NP-3153.185 3" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 23 HP 3550 RPM motor, 275 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of payment: 100% N30 after invoice date.

Delivery is not included in this repair estimate unless specifically stated.

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.



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Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0076

Date: 3/2/2018

Page 4 of 5

Tag #: 0288

JobName: Bart Sears

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Mike Ventry

Phone: 678-804-5708

Fax: 770-932-4321

Email: mike.ventry@xyleminc.com



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Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0076

Date: 3/2/2018

Page 5 of 5

Tag #: 0288

JobName: Bart Sears

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

☐

Repair

☐

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

☐

Will Pick Up

☐

Deliver

☐

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

☐

Yes

☐

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



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FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0077

Date: 3/2/2018

Page 1 of 5

Tag #: 0287

JobName: Waterford

Customer Information

Company Name: CITY OF CARTERSVILLE

Address PO BOX 1390

CARTERSVIL GA30120

Contact: Bart Sears

Telephone: 678 247 4069

Telephone:

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 31271808067

Serial Number: 3127.180-9540918

Model: 3127

Impeller Code: 483

HP: 10

Volts: 460

Phases: 3

Inspection Information

Inspected By: Oscar Villalobos

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 0 B 0 W 0

Resistance through cable: RB 0.2 RW 0. BW 0

Stator Condition: Unusable

Shaft Condition: Good

Oil Condition: Unusable

Inspection Plugs:

Sensors:

☒ FLS

☐ CLS

☐ KLIX

☐ Bearing

☐ Cable

Hydraulic: Impeller/Propeller Condition: Unusable

Volute Condition: Good

Cable Condition: Good

Cable Length: no cable

Hydraulic Type: C

Flygt Products

90 Horizon Drive , Suwanee GA 30024

PH: (770) 932-4320

FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0077

Date: 3/2/2018

Page 2 of 5

Tag #: 0287

JobName: Waterford

Installation

Type: P

☐ Control

Discharge Size: 4"

☐ MFV

Primary Requirement: Stator wet burn, seal failure,

Repair/Service Requirements and remarks

Seal failure cause water to come inside stator housing , impeller worn out needs to be replace suggestions to upgrade to N impeller HC , clamp terminals are corroded needs to be upgrade it.

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
4	82 00 58	SCREW,ALLEN M10 X 60 SS	\$4.60	\$18.40
6	83 53 30	CLAMP,TERMINAL	\$22.08	\$132.48
2	83 44 23	NUT,WIRE	\$6.99	\$13.98
1	734 59 00	LEAD-THROUGH UNIT	\$41.40	\$41.40
1	604 47 00	HOUSING,OIL BOTTOM CI	\$770.04	\$770.04
1	309 44 12	STATOR,21-12-4A 230/460V:3PH+ 230V:1PH	\$966.92	\$966.92
1	504 78 07	CABLE UNIT	\$97.52	\$97.52
1	769 28 13	KIT,IMPELLER N HT CODE 488 HC	\$2,119.68	\$2,119.68
1	338 13 01	WASHER,SS	\$51.52	\$51.52
1	84 42 54	SCREW,ALLEN M12 X 40 SS	\$13.80	\$13.80
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$208.84	\$208.84
1	693 19 03	KIT,REPAIR BASIC	\$2,078.28	\$2,078.28
		Total Price		\$6,512.86

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
1	14-69 00 21A	ENV FEE 0-10HP NO TAX TP ENVIRONMENTAL	\$40.00	\$40.00



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Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0077

Date: 3/2/2018

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Tag #: 0287

JobName: Waterford

		FEE		
1	14-69 00 24	MISC ITEMS,SMALL PUMPS TP	\$32.00	\$32.00
		MATERIALS,LUBES,SOLVENTS,ETC		
6	14-69 00 02A	LABOR,SVC FLYGT,NO TAX Z3-TP MODELS:	\$113.00	\$678.00
		3000,7000,8000		
		Total Price		\$750.00

New Pump Price

Rebuild Price

Total Price: \$7,262.86

Product Replacement

Product Number: 3127.060-0039

Estimated Delivery: 0 Weeks

Cost of New Unit: \$9,370.20

Description:

Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 488 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of payment: 100% N30 after invoice date.

Delivery is not included in this repair estimate unless specifically stated.

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.



Flygt Products
90 Horizon Drive , Suwanee GA 30024
PH: (770) 932-4320
FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0077

Date: 3/2/2018

Page 4 of 5

Tag #: 0287

JobName: Waterford

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Mike Ventry

Phone: 678-804-5708

Fax: 770-932-4321

Email: mike.ventry@xyleminc.com



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PH: (770) 932-4320
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Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-ATL-0077

Date: 3/2/2018

Page 5 of 5

Tag #: 0287

JobName: Waterford

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

☐

Repair

☐

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

☐

Will Pick Up

☐

Deliver

☐

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

☐

Yes

☐

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Flygt Products
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PH: (770) 932-4320
FX: (770) 932-4321





City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Builders Risk Insurance for New Gas Facility

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	With the start of construction occurring soon and material being delivered onsite, the city needs to purchase builders risk insurance for the new Gas Department facility, fuel station and storage building to be located at 155 Old Mill Road. Travelers Insurance came in with the best rate of \$7,575 annually for this coverage. The project is estimated at 10 months, so once the project is completed the insurance will be prorated and the city will be refunded for any overpayment. I recommend approval of the Travelers Insurance Builders Risk Insurance coverage for these new facilities.
City Manager's Remarks:	City Council approval of this item is recommended.
Financial/Budget Certification:	This is a part of the building process and will need to be paid using the capital accounts used for the buildings.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
4/5/2018 7:00:00 PM
Water & Sewer Master Bond Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	As part of the proposed issuance of new Water & Sewer Revenue Bonds, a Master Bond Ordinance needs to be adopted. For prior Water & Sewer Revenue Bonds, the city has used the original Master Bond Ordinance that was issued in November 1984. With the issuance of these proposed bonds, staff recommends that an updated Bond Ordinance be adopted. The proposed ordinance is 80+ pages and has been reviewed by Bond Counsel, staff and the City Attorney. A draft version of this document will be emailed to the City Council prior to the Thursday meeting. Attached for your reference is a memo describing the plan of finance and parameters for the ordinance and the proposed timeline for this bond issuance.
City Manager's Remarks:	City Council approval of the bond ordinance is recommended when legal lets us know that it is in final form.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RAYMOND JAMES®

To: Mayor and City Council of the City of Cartersville (GA)
From: Gabe Agan – Raymond James
Date: March 29, 2018
Re: Plan of Finance Memorandum for the
City of Cartersville Water and Sewer Revenue Bonds, Series 2018

Raymond James (“RJ”) has helped City of Cartersville (the “City”) officials develop a plan of finance for capital improvements for its water and sewer infrastructure. The City wishes to obtain long-term fixed rate financing for approximately \$56,200,000 of these capital improvements without significantly increasing annual payments. Additionally, the City wants to implement a new master bond ordinance that will govern the City of Cartersville Water and Sewer Revenue Bonds, Series 2018 (the “2018 Bonds”) and future parity bonds the City may issue.

The 2018 Bonds will finance the needed improvements over 30 years, will refund the City’s existing Series 2012 Water and Sewer Revenue Bonds (maximum annual payment of \$1,741,013.75), and debt service will be “wrapped” around the City’s Series 2013 Cartersville Building Authority (“CBA”) Revenue Bonds. The 2013 CBA Bonds are paid from the water sewer enterprise fund, but not secured by system revenues. The “Wraparound” structure means that fewer Series 2018 Bonds will be sold in the years where existing debt is outstanding, which creates overall “level” debt service. This approach is economically more beneficial for the City when compared to refunding the 2013 CBA Bonds, because the interest rate on these bonds (1.20%) is considerably lower than current market rates for similar maturities. There is no need to legally discharge the 2013 CBA Bonds to implement a new master bond ordinance.

The water and sewer system’s combined Maximum Annual Debt Service (“MADS”) for fiscal year ending 2017 was **\$3,620,705**. This includes the water and sewer revenue bonds (Series 2005, Series 2009, and Series 2012) and the 2013 CBA Bonds. The final payments on the Series 2005 and Series 2009 Bonds were both made on January 1, 2018. The projected MADS upon issuance of the Series 2018 Bonds is **\$3,734,165**. This would increase to **\$4,226,513**, if rates increase 1% over our current estimates before the 2018 Bonds are priced.

A commonly used metric for evaluating financial strength of a water sewer enterprise is the debt service coverage ratio. This is calculated by dividing the system’s Net Income Available for Debt Service (Net Operating Income, plus depreciation expense, plus interest income).

The chart below calculates these ratios for the past three fiscal years using both current bonding estimates and assuming interest rates increase 1% prior to issuance.

	FYE 6/30/2017	FYE 6/30/2016	FYE 6/30/2015
Net Income Available for Debt Service	\$9,358,764	\$8,105,019	\$7,584,001
Projected MADS	\$3,735,000	\$3,735,000	\$3,735,000
Historical Pro-Forma Debt Service Coverage	2.51x	2.17x	2.03x
Projected MADS + 1%	\$4,227,000	\$4,227,000	\$4,227,000
Historical Pro-Forma Debt Service Coverage	2.21x	1.92x	1.79x

At current rates, the Historical Pro-Forma debt service coverage exceeds 2x for the past three fiscal years. If rates increases 100 basis points (1%), Historical Pro-Forma debt service coverage is 2.21x for 2017, 1.92x for 2016 and 1.79x for 2015.

RAYMOND JAMES®

Currently all of Cartersville's water and sewer revenue bonds must be issued under a parity bond ordinance that was implemented in 1984. This ordinance has served the City well for many years, however could benefit from some updating. To implement a new master bond ordinance, all prior bonds must be retired. The only outstanding issue is the Series 2012 Bonds, with a final maturity of January 1, 2022 and an interest rate of 2.19%. The 2012 Bonds can be called on July 1, 2018 without a penalty and on each subsequent payment date (January 1 and July 1). Current market interest rates for similar maturities are currently similar to slightly lower. These conditions give the City the opportunity to implement a new more modern ordinance with either very little cost, no cost, or possibly a slight economic benefit. With this understanding, it is the recommendation of the City Attorney and Bond Counsel that we implement a new master bond ordinance.

Bonding Estimates: The estimates assume an interest rate scale as of Monday, March 26th with the assumption of Aa3/AA- bond ratings, from Moody's and Standard & Poor's. Closing is anticipated to be June 19, 2018 and we assume the 2018 Bonds will have a base case 10 year par call (June 1, 2028). The net deposit to the Project Fund is 56,200,000 for the capital improvements, the 2012 Bonds will be refunded (\$6,692,489.00 7/1/2018 pay-off amount), a Debt Service Reserve Fund ("DSRF") is funded at the lesser of MADS, 10% of par, or 125% of average debt service \$3,734,025, and budgeted underwriter's discount and issuance costs is funded with bond proceeds. We assume that the available funds applied to reduce the Series 2018 bond size are 2012 DSRF (\$2,852,302.98 per January 2018 statement) and Series 2012 debt service funds (\$722,907.50- 5/6 of July 1, 2018 payment).

Current Rates (3/26/2018): The estimated all-Inclusive True Interest Cost ("TIC") is 3.92%. The all-inclusive TIC is the fixed rate to maturity that includes amortization of underwriter's discount and all issuance costs. MADS (including the 2013 CBA Bonds) is \$3,734,165. The total estimated repayment of the Series 2018 Bonds is \$109,539,989. A complete set of estimates is included as Exhibit A.

Current Rates (3/26/2018) + 100 Basis Points (1.00%): The estimated all-inclusive TIC is 4.92%. MADS increases \$492,348, to \$4,226,513. The total repayment of the Series 2018 Bonds increases \$14,749,610, to \$124,289,599.

Call Features: Municipal bonds are typically sold with call protection for investors. The industry standard has been a 10 year par call and this is the base case we have assumed for these estimates. This means that the City will have the right, but not a requirement, to pay the 2018 Bonds off without penalty, beginning June 1, 2028. Due the elimination of tax-exempt advance refunding bond issues as part of the 2017 Tax Act (effective January 1, 2018), more municipal issuers have started selling bonds with shorter than 10 year par calls. Utilizing the same couponing as the base case 10 year par call, an 8 year par call is estimated to TIC that is .12% higher or the equivalent of \$1,610,217 in additional debt service to maturity. The 5 year par call structure is estimated to have a TIC that is .32% higher than the base case or an additional \$4,610,217 in debt service to maturity. The City will need to finalize the decision when we approach the pricing date and we will provide the market feedback to assist with this decision.

Master Bond Ordinance (parameters): The first action that Council will need to take is approving the master bond ordinance. This will first be read at the regular April 5th meeting and voted on at the regular April 19th meeting. Once this is approved, the 2018 Bonds will be validated in Bartow County Superior Court.

This master bond ordinance provides for issuance of the Series 2018 Bonds, so long as the final pricing results do not exceed the parameters set forth in the ordinance. These parameters are 1) Maximum par, 2) MADS, 3) Maximum coupon rate of interest, and 4) Final maturity date of the 2018 Bonds.

RAYMOND JAMES®

Maximum Par Amount- We suggest this being \$65,000,000. The current base case estimates show a bond par amount of \$56,995,000, but they assume that an additional \$6,895,661 in bond premium is generated. If bonds were sold at par, the needed amount would be \$63,890,661. Bonds are often sold at premiums (for example an investor might pay 110% or \$5,500 for a bond with a par amount of \$5,000). Sometimes bonds are sold at discounts (for example an investor might pay 95% or \$4,750 for a bond with a par amount of \$5,000). If a bond issue is sold at a discount, a par amount that is greater than the desired proceeds will need to be sold. If a bond issue is sold at a premium, a par amount lower than the needed proceeds will need to be sold. Even though some premium is expected, \$65,000,000 gives flexibility to sell at a slight discount.

Maximum Annual Debt Service- We suggest this being \$4,250,000. This will allow the full amount of bonds to be issued, so long as interest don't increase much more than 100 basis points (1%).

Maximum Coupon Rate of Interest- We suggest 6%. At current market interest rates, we expect to sell some bonds with 5% coupon rates at substantial premiums (fewer bonds are sold as a result of the premium). 5% coupons are in high demand from institutional investors. Although unlikely, 6% coupons might be utilized if rates increase. This gives us more flexibility to market the 2018 Bonds, should rates increase a lot.

Final Maturity of the 2018 Bonds- We suggest this being at least June 1, 2050. This is expected to be June 1, 2048. 2050 allows a couple years of flexibility if an unforeseen delay occurs, such as an unexpected validation intervention. The current draft ordinance provides for 40 years, which is the maximum under Georgia law.

General Overview of the 2018 Bonds: The 2018 Bonds will be publicly offered securities with minimum denominations of \$5,000. The City is currently working on a Preliminary Official Statement ("POS") with disclosure counsel and will soon apply for bond ratings from Moody's and Standard and Poor's. The City does not currently have any outstanding publicly offered debt outstanding, so these will be initial ratings. The City's last publicly offered water sewer revenue bonds were issued in 2000.

Our current schedule anticipates receiving the ratings and printing the POS on Tuesday, May 8th. The 2018 Bonds will be available for retail purchase, but orders must be placed within the order period through a RJA broker. Pricing is currently estimated to be May 22nd, and the order period is typically only a couple hours.

Supplemental Bond Ordinance and Bond Purchase Agreement: The current draft Timetable is included as Exhibit B. It calls for a Special Called meeting on Wednesday, May 23rd to adopt a supplemental bond ordinance and to sign a Bond Purchase Agreement ("BPA"), after pricing on May 22nd. The 2018 Bonds will be priced either the day before or possibly the morning of the meeting date, if the meeting is in the evening. The supplemental bond ordinance establishes the final rates and terms of the financing. The BPA establishes terms of the bond sale between the City and RJA. The date of the meeting may shift as we get closer to pricing and I'll work with the City Manager's office to coordinate a meeting date and time that works for both City Council and timing of the plan of finance.

We are excited about working with you on this financing and look forward to a successful bond pricing. If you have questions, please feel free to call me at (470) 888-2741 or (404) 401-6979.

Thank you,



Gabriel L. Agan

RAYMOND JAMES®

Senior Vice President

City of Cartersville (Georgia)
Water and Sewer Revenue Bonds, Series 2018
Financing Timetable (as of March 28, 2018)

April 2018							May 2018							June 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30

City Council Meetings are generally held on 1st and 3rd Thursdays at 7:00 P.M.

Date	Task
Tuesday, March 20	Bond Counsel to distribute initial draft of Master Bond Ordinance.
Week of March 26 th	Finalize plan of finance and determine “not-to-exceed” par amount, final maturity, coupon rate of interest maximum annual debt service to include in ordinance.
Thursday, March 29	Distribute draft Master Bond Ordinance to City Council for Agenda. Distribute plan of finance memorandum to City Council.
Week of April 2	Disclosure Counsel to distribute 1 st draft of Preliminary Official Statement (“POS”).
Thursday, April 5	First Reading of Parity Parameters Bond Ordinance.
Friday, April 13	Comments due on Master Bond Ordinance.
Monday, April 16	Bond Counsel to distribute Final Master Bond Ordinance.
Thursday, April 19	7:00 P.M. Regular City Council Meeting to approve Master Bond Ordinance.
Friday, April 20	Comments due on POS.
Monday, April 23	Disclosure Counsel to distribute revised POS. Apply for Bond Ratings. Send draft Bond Documents, POS, most recent three years of audits, and stub financial through February 2018 to Moody’s and S&P.
Week of April 23	File Validation Petition.
Monday, April 30	Noon Deadline to Submit Validation Ad to the Daily Tribune News.
Week of April 30	Rating calls/meetings with Moody’s and Standard & Poor’s.
Thursday, May 3	1 st Validation Notice is Published.
Friday, May 4	Receive draft Consent Letter and Agreed Upon Procedures Letter from auditor.
Tuesday, May 8	Receive and Evaluate Ratings. Print and mail POS to prospective investors.
Thursday, May 10	2 nd Validation Notice is Published.
Wednesday, May 16	Hold Validation Hearing in Superior Court.
Tuesday, May 22	Raymond James to price Series 2018 Bonds.
Wednesday, May 23	T.B.D. Special Called City Council Meeting to adopt Series 2018 Supplemental Bond Ordinance and to sign Series 2018 Bond Purchase Agreement.
Friday, May 25	Print and mail final Official Statement. Send out redemption notice for Series 2012 Bond (at least 30 but now more than 60 days).
Week of May 29 th	Distribute drafts of 2018 Closing Documents and Closing (wire) Memo.

Wednesday, June 13	Provide <u>final</u> comments on all closing documents <u>by close of business</u> .
Friday, June 15	Final closing documents (and wire instructions) distributed.
Monday, June 18	Pre-Close Series 2018 Bonds.
Tuesday, June 19	Close Series 2018 Bonds, reimburse eligible previously incurred capital outlay, invest project fund money, and invest escrow proceeds to current refund 2012 Bonds.
<i>July 2, 2018</i>	<i>Pay-off all \$6,620,000 Series 2012 Bond at 100% (regular payment date, since July 1 is Sunday).</i>