



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 – 3/15/2018
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 1, 2018 (Pages 1 - 14)

[Attachments](#)

B. Proclamations

1. 100th Birthday of Major Carl G. Belville (Pages 15 - 16)

[Attachments](#)

C. Presentations

1. Recertification for our GACP State Certification (Pages 17 - 18)

[Attachments](#)

D. Resolutions

1. Resolution to Support MPO Study (Pages 19 - 20)

[Attachments](#)

E. Easements

1. Shaw Create Easement (Pages 21 - 27)

[Attachments](#)

2. Downtown Water Main Replacement Project - Gilreath Easement (Pages 28 - 29)

[Attachments](#)

3. Downtown Water Main Replacement Project - William Tatum Easement (Pages 30 - 31)

[Attachments](#)

F. Bid Award/Purchases

1. Dewatering Pumps for Gate Installation WPCP (Pages 32 - 37)

[Attachments](#)

2. Center Road Pump Station Emergency Generator (Pages 38 - 41)

[Attachments](#)

3. WTP - #2 High Service Pump Building Stabilization (Pages 42 - 44)

[Attachments](#)

4. WPCP – Evoqua Service Tech (Pages 45 - 49)

[Attachments](#)

5. Electric Meter Testing (Pages 50 - 58)

[Attachments](#)

6. 4" PE Pipe (Pages 59 - 60)

[Attachments](#)

7. Thermal Imaging Camera for New Fire Truck (Pages 61 - 63)

[Attachments](#)

8. All Terrain Firefighting/Rescue Project (Pages 64 - 66)

[Attachments](#)

9. Dellinger Park Pool Repairs (Pages 67 - 68)

[Attachments](#)

G. Contracts/Agreements

1. Dellinger Park Scoreboard Sponsorship Agreement (Pages 69 - 74)

[Attachments](#)

2. Parker Fibernet Colocation Agreement (Pages 75 - 93)

[Attachments](#)

H. Bid Award/Purchases

1. Purchase of Additional Defibrillators (Pages 94 - 95)

[Attachments](#)

I. Monthly Financial Statement

1. January 2018 Financial Report (Pages 96 - 100)

[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
3/15/2018 7:00:00 PM
March 1, 2018

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been uploaded for your review.
City Manager's Remarks:	Minutes have been prepared and reviewed by staff and are recommended for City Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
March 1, 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 Council Member Wren.

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; Sam Grove, City Manager; Meredith Ulmer, City Clerk and David Archer, City Attorney.

Item # 1

II. Regular Agenda

A. Council Meeting Minutes

1. February 13, 2018 City Council Minutes

A motion to approve the February 13, 2018 City Council Meeting Minutes as presented was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

B. Appointments

1. Appointment of Downtown Development Authority (DDA) Board Members

Lillie Read, Downtown Development Authority Manager stated the DDA has two board terms that expired February 18, 2018 and Earline Burke and Mary Ann Henry are recommended to serve additional terms as DDA board members. These individuals meet the legal requirements for holding a DDA board seat and have extensive institutional knowledge about the district. These individuals have been board members in good standing and staff recommended their appointment to additional terms expiring February 18, 2022.

Motion to approve the appointment of Earline Burke and Mary Anne Henry to serve additional terms on the Downtown Development Authority was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

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

Randy Mannino, Planning and Development Department Head stated the applicant wishes to construct a 238 unit multi-family residential development on 53 acres. Approximately 30 acres are directly impacted by the development. The 53 acre site was previously mined. Mining activities have created conditions that make it difficult to develop the entire site. The 238 units will be incorporated in eight buildings oriented around three parking lot areas primarily central and to the east of the site. The project will be accessed from the existing driveway that services Avonlea from E. Main Street. The price point for the apartments is anticipated to be set at the higher end market value, similar to Avonlea. Planning Commission recommended approval.

Mayor Santini opened the floor for a public hearing. No one came forward to speak for or against Z18-01, and the public hearing was closed.

Council moved into discussion. Council asked for clarification about number units and amount of buffer. Jeff Watkins, attorney came forward and stated the maximum number of units is 350 due to tough topography, but realistically the number would most likely be 238 units. The buffer will be 50 feet adjacent to High Moon Street and Martine Luther King Drive Jr residents.

Motion to approve Z18-01 with a maximum of 350 units and a 50 foot buffer adjacent to High Moon Street and Martin Luther King Jr residents was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

Ordinance No. 06-18

Petition No. Z18-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Forty One Connector, Ltd. Property is located East Main Street near Avonlea Apartments (950 Main Street). Said property contains 53.84 acres located in the 4th District, 3rd Section, Land Lots 33,334,387, and 388 as shown on the attached plat Exhibit "A". Property is hereby rezoned from MN (Mining) to MF-14 (Multi-Family Residential. Maximum of 14 units/gross acre) with the following conditions: maximum of 350 units and a 50 foot buffer zone adjacent to High Moon Street and Martin Luther King Jr Drive residential properties. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 13th day of February 2018.

ADOPTED Seconding Reading this 1st day of March 2018.

/s/ _____
Matthew J. Santini, Mayor

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk

QUINTUS CORP.
STATE OF TEXAS
COUNTY OF DALLAS
CITY OF DALLAS

SCALE 1" = 160'
GRAPHIC SCALE
0 80 160 320 480



**TOTAL
53.837 ACRES**

BEL-AIN ESTATES SUBDIVISION

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D. Second Reading of Ordinances

1. Charter Amendment

Sam Grove, City Manager stated the Charter Amendment has been prepared by the City Attorneys with Council input. The Amendment allows Council the flexibility to hire a City Manager either at will or by a contract, which is standard for any manager. It also clears up the language in regards to Council interference with staff.

Motion to approve the charter amendment was made by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

ORDINANCE NO. 07-18

WHEREAS, the Mayor and City Council have determined that due to the changing market and employment conditions, it is necessary to revise the City of Cartersville Charter to allow the Mayor and City Council, the flexibility to hire a City Manager either at will or by a contract;

WHEREAS, pursuant to O.C.G.A. § 36-35-3(b)(1) the City has published a notice containing a synopsis of the proposed City of Cartersville Charter Amendment, once a week for the three following weeks on January 25, 2018, February 1, 2018, and on February 8, 2018, in the official organ of Bartow County, Georgia, being The Daily Tribune News;

WHEREAS, the Mayor and City Council have also, pursuant to O.C.G.A. § 36-35-3(b)(1), provided a copy to the City Clerk of the City of Cartersville and the Clerk of the Superior Court of Bartow County, Georgia, for examination and inspection by the Public;

WHEREAS, additionally, the Mayor and City Council, have determined that the Charter should more clearly define the role of the City Manager, and the Mayor and City Council, in regard to the administration of the City and this proposed amendment to the Charter to define the same;

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the City of Cartersville Charter be amended by adding a new Section 2.11 Council Interference with Administration to Article II. City Government, as follows and by deleting Article III Organization and Personnel Section 3.03 – City Manager; appointment, compensation in its entirety and replacing it as follows:

1

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Sec. 2.11. – Council Interference with Administration.

Except for the purpose of inquiries and investigations, the Mayor and City Council or its members shall deal with city officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Mayor or City Council nor its members shall give orders to any such officer or employee, either publicly or privately.

Item # 1

Section 3.03. City Manager, appointment, compensation.

(a) the Mayor and City Council shall appoint a city manager to serve subject to the pleasure of the Mayor and City Council. If, however, the Mayor and City Council deem it necessary and in the best interests of the City of Cartersville, they are authorized to make a contract with the city manager on such terms as may be mutually agreed upon, the term of the contract not to extend beyond the term of the Mayor and City Council. The contract, however, may include provisions relative to a procedure for removal of the city manager or relative to the termination of the contract.

(b) The City Manager shall be the head of the administrative branch of the city government. The City manager shall be chosen by the Mayor and City Council on the basis of his/her administrative qualifications with special reference to his/her actual experience in, and knowledge of, the duties of the office as hereinafter prescribed. At the time of his appointment he/she need not be a resident of the City, but shall reside therein during his/her tenure of office. The City Manager shall receive such salary and benefits as the Mayor and City Council shall fix.

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 Charter of the 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

E. Resolutions

David Archer, City Attorney stated he would like to recommend Council approval of a resolution declaring the opioid epidemic a public nuisance and a retention agreement retaining Brinson, Asken & Berry to represent the City of Cartersville in this matter. Both items are recommended to the Council for approval.

Motion to approve the resolution was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

RESOLUTION NO. 08-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA REGARDING OPIOID CRISIS

WHEREAS, the United States and the several States, including the State of Georgia, are experiencing, in the words of the Center for Disease Control and Prevention, an opioid-induced “public health epidemic,” and;

WHEREAS, on October 26, 2017, the President of the United States declared the opioid crisis to be a “public health emergency,” and;

WHEREAS, 91 Americans die every day from an opioid overdose, with more than 15,000 deaths involving prescription opioids alone in 2015, and;

WHEREAS, data from the Center for Disease Control and Prevention demonstrates that 17.7% of Georgia High School students reported taking prescription pain killers without a doctor’s prescription, and;

WHEREAS, from 2014 to 2015 Georgia had a 64% increase in deaths by synthetic opioids (tramadol and fentanyl) and a 37.5% increase in Heroin deaths, and;

WHEREAS, in 2006 opioid drug overdose deaths were 31.5% of all overdose deaths and in 2015 accounted for 68.8% of overdose deaths in Georgia, and;

WHEREAS, governments (including federal, state and local) have born substantial financial and societal burden related to this crisis and epidemic and will incur costs for this nuisance for years to come into the foreseeable future, and;

WHEREAS, certain manufacturers and distributors knowing of the serious risks and adverse outcomes related to the use of their products, including their highly addictive nature, nevertheless did purposefully set out to persuade providers, regulators and patients that their products were safe and effective; and;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Cartersville finds and declares that there exists a public nuisance related to such products and that the City of Cartersville shall pursue such legal action as is available against such individuals, manufacturers, distributors and others as are necessary, either by itself or in concert with others, and to the full extent available under the law.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 1st day of March, 2018.

/s/ _____
Matthew J. Santini, Mayor

ATTEST:

City of Cartersville, Georgia

/s/ _____

**Meredith Ulmer, City Clerk
City of Cartersville, Georgia**

F. Contracts/Agreements

1. Development Agreement – Four Seasons Phase 4

Gary Riggs, Gas Department Head stated this agreement provides for gas appliances as part of our Gas Advantage program in all of the homes. City Gas recommends approval of this agreement for Four Seasons Phase 4.

A motion to approve the Development Agreement for Four Seasons Phase 4 was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

G. Bid Award/Purchases

1. Residential Gas Meters

Mr. Riggs stated the City has requested and received a bid for 200 residential gas meters. These meters are to replenish our stock. City Gas recommended Equipment Controls at \$82.70 per meter for a total of \$16,454.00. They are the sole source provider for this meter.

A motion to approve the residential gas meters purchase from Equipment Controls was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

2. New Self-Contained Breathing Apparatus (SCBA) for new Pierce Fire Truck

Scott Carter, Fire Chief stated he respectfully requests permission to purchase the new self-contained breathing apparatus (SCBA) that will be used as equipment on our new Pierce Fire Truck scheduled to arrive in late May. These new SCBAs will be utilized by firefighters during situations where there is an oxygen deficiency. They will provide breathable air allowing them to perform their emergency life-saving functions. They meet all applicable current NFPA standards in construction and required usage. There are two vendors who supply the standardized brand of SCBAs used by our department. Quotes were received from both with the low quote received from Municipal Emergency Services in the amount of \$35,750.00. This is a budgeted item and below anticipated budgetary price. This is lease pool as attached to the new fire truck. Your positive support is appreciated.

Motion to approve the purchase of the New Self Contained Breathing Apparatus for the new Pierce Fire Truck financed through leasepool funding was made by Council Member

Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

3. Georgia Search and Rescue (GSAR) Task Force 6 Team protective rescue gear

Mr. Carter stated Cartersville Fire is one of the founding members of the Georgia Search and Rescue (GSAR) Task Force 6 Team. This is a technical rescue team that is comprised of team members from multiple departments across Northwest Georgia. This team has successfully been deployed on many missions since the teams conception in 2008. City Fire respectfully requested permission to purchase four sets of protective rescue gear. This gear must meet the State of Georgia GSAR specifications. Two bids were received, Fisher Scientific submitted a bid of \$8398.12 and Municipal Emergency Services (MES) quoted \$7254.84. Council's positive consideration was appreciated and City Fire recommended the low bid from MES at \$7254.84.

Motion to approve the Georgia Search and Rescue (GSAR) Task Force 6 Team protective rescue gear was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

4. Distribution & Collection System Material Restock

Bob Jones, Water Department Head stated the Distribution and Collection Division needs to restock various no lead brass meter setting parts that have been depleted. Bids were received from the following three vendors: Core & Main \$12,699.90; Kendall Supply \$13,003.80; Ferguson Waterworks \$13,439.70 and Mr. Jones recommended approval of the Core & Main quote in the amount of \$12,699.90.

Motion to approve the Distribution and Collection System Material Restock with Core & Main was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

5. WPCP – Grit Chamber #2 Chain Installation

Mr. Jones stated on October 5, 2017 Council approved a quote from Southern Machine & Fabrication (SMF) for two items. The first was the installation of new stainless steel guide rails for the Number 2 Grit Chamber at the Water Pollution Control Plant (WPCP). The second was a Time & Materials bid for installation of new collector chain to be purchased by the Water Department.

At the time, it was believed the work would be completed for just under \$5,000. The actual total came to \$6,250.00, as detailed in the attached invoice. Additional work was required on the chain tensioning mechanism due to corroded parts which City Water was unaware of at the time the work was quoted.

Mr. Jones recommended approval of the SMF invoice in the amount of \$6,250.00. The invoice will be paid from the Maintenance to WPCP account.

Motion to approve the WPCP Grit Chamber #2 Chain Installation was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

6. WPCP – Primary Number 1 Gearbox Rebuild

Bob Jones, Water Department Head stated last November the gearbox on Primary Screw Pump Number 1 began sounding like a cement mixer full of hammers. It was requested from Motor & Gear Engineering (M&GE) for an onsite inspection and diagnosis. Since this gearbox is in dire need of repair, M&GE has provided the attached inspection report and a cost of \$30,195.00 to fully rebuild the gearbox.

M&GE has rebuilt multiple screw pump and aeration gearboxes for us in the past. I would like to sole source this repair to them for the following reasons: 1. This is a 3,000 lb. gearbox that is not easy to carry around to other vendors to get quotes. Other vendors with this same capability are in South Carolina, Chicago and Utah and it is not practical to get “hands on” quotes from them. When it was priced before, M&GE were the low cost provider largely due to their location in Doraville, GA and lower shipping costs. 2. The City has had outstanding service from M&GE on other projects over the past four years. 3. M&GE has stated a 10 week turnaround on the repair.

Mr. Anderson stated it was his opinion that M&GE can repair the original gearbox to like new condition. This coupled with a lead time approximately one third that of a new box make them the best choice for repair. Loss of the 1-1 screw pump reduces primary pump capacity by approximately 15 million gallons per day (MGD). This is not a good time of year to operate with this much lost pump capacity. If approved, this repair will be paid from the Maintenance to WPCP account.

Motion to approve WPCP Primary Number 1 Gearbox Rebuild was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

7. Bid #16-005 – Dellinger Park Improvement Buildings

Mr. Anderson stated in June 2016, Cartersville City Council approved a contract with Womack, Lewis and Smith Construction for the construction of 5 new Dellinger Park buildings in the amount of \$2,389,500.00. The final project change order lowers the contract amount by \$386.00, bringing the total construction contract amount to \$2,389,114.00.

All of the buildings are complete and being enjoyed by park patrons and park staff. Mr. Anderson recommended accepting the final change order and closing out the Dellinger Park building improvement project.

Motion to approve Bid #16-005 – Dellinger Park Improvement Buildings was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

8. New Vehicle Purchase

Tom Rhinehart, Finance Department Head stated Stormwater needs a new medium duty truck. One of their existing trucks needs repairs that the garage has deemed not worthy of the vehicle. Bids were placed on the City's website and three vendors responded to the bid. After reviewing the bids, the low bidder was Prater Ford in Calhoun. Prater presented three bids using the same cab and chassis, but given three different bodies. After Stormwater reviewed the three bids from Prater Ford, they chose the bid with the K&K Manufacturing body with a price of \$38,698.20. Mr. Rhinehart recommended the purchase of the stormwater dump truck be awarded to the low bidder, Prater Ford, in the amount of \$38,698.20.

Motion to approve the new vehicle purchases as recommended by Finance was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

Council Member Wren made a motion to add 2 items to the agenda, and the motion was seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

H. Contracts

1. Georgia Public Web Colocation Agreement

Dan Porta, Assistant City Manager stated Georgia Public Web (GPW) has had an existing colocation agreement in our 6 Cook Street building since around 1998 by only having to install a generator and air conditioner, but not having to pay 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 GPW pays the city \$500 per month per rack space onsite. Based upon the equipment that GPW needs in our building, they will be leasing two racks for \$1,000 monthly income. The agreement has been reviewed by the City Attorney and I recommend approval of the colocation agreement with GPW.

Motion to approve the Georgia Public Web Colocation Agreement was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

I. Bid Award/Purchases

1. Calix Fiber Optic Hardware

Mr. Porta stated the Fiber Department needs to purchase additional Calix network hardware for FiberCom internet customer deployment. The need for the additional hardware stems from our previous vendor (Allied Telesis) which has discontinued the line of products that the City has used over the last 6 years. The Calix network hardware will allow FiberCom personnel to continue selling services to prospective customers and I recommend this hardware purchase in the amount of \$21,574.20.

Motion to approve the Calix Fiber Optic Hardware was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

2. Cityview Software Change Orders

Mr. Porta stated the CityView software has been fully implemented and initially came in \$4,447 under budget. However, with the recent change in our building permit rate structure, the City needs to have the CityView software code changed to adapt to the revised rate structure. The proposed cost for this change is \$11,550 and is recommended for your approval. Mr. Porta has received pricing in regards to the second change order which will flag properties for building permits to be issued in floodplain and historic preservation areas as Planning & Development staff need to be aware of this prior to issuing permits and a certificate of occupancy. The cost is \$3,000 which equals a total of \$14,550.00. Some of the funding for these change orders will come from the mobile CityView module that was budgeted in FY 2017-18 that will have to wait until next fiscal year to implement.

Motion to approve the Cityview Software Change Orders was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote:6-0.

3. Pond & Company Change Order

Mr. Porta stated Pond & Company, the architect and engineers on the new Gas Department facility to be located at 155 Old Mill Road is currently under contract in the amount of \$472,500 for design services plus \$75,000 for construction administration costs. Due to some extra time spent on the design services and some delays in the time to complete the project, Pond & Company has submitted a change order for additional services in the amount of \$32,305.82.

Mr. Porta has responded to Pond's request disagreeing on the amount they have requested. Mr. Porta anticipates the City and Pond reaching a resolution for additional services at a lower number prior to Thursday's meeting and request City Council's approval of change order #1 by Pond & Company.

Motion to approve the Pond & Company Change Order in an amount not to exceed \$29,800.00 was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

Added Items:

1. Shaw Easement Agreement

Mr. Porta presented the Shaw Easement agreement. This agreement is between the City Gas and Shaw Industries Group, Inc to allow the City a temporary grading easement for the purposes of installation, inspection, operation, repairs, and alteration on Old Mill Road for the new gas building. It is recommended for approval.

Motion to approve the Shaw Agreement Easement was made by Council Member Roth and seconded by Council Member Cooley.

2. Village Hill Agreement

Mr. Porta stated he would respectfully requested approval of a property swap through the Village Hill Agreement.

Motion to approve the Village Hill Agreement was made by Council Member Fox and seconded by Council Member Wren.

4. GATEway Grant Contract with Tidwell Lawn Care and Landscaping

Tommy Sanders, Public Works Department Head stated the City of Cartersville was a recipient of a Georgia Department of Transportation GATEway Grant that enables Public Works to plant some native trees and plantings near the I-75 and the SR 113 Interchange. This is a reimbursable grant from GDOT. Three local landscaping companies were solicited to provide the proposed plantings. The lowest bidder was Tidwell Lawn Care and Landscaping at a price of \$35,597.00.

This is a \$49,998.20 reimbursable grant and funds will be reimbursed to the city once the plantings are completed. Public Works recommends approval of the contract with Tidwell Lawn Care and Landscaping. In addition, Public Works seeks to use any remaining funds to purchase plants/trees/sod to be planted within this corridor at our wholesale price.

Motion to approve the GATEway Grant Contract with Tidwell Lawn Care and Landscaping with the approval of spending any remaining funds on plants, trees, and sod was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

5. Stormwater Management Program Consulting & Engineering Analysis Task Order – Rindt-McDuff Associates

Mr. Sanders stated the City of Cartersville is required to update our current MS4 Stormwater Management Plan based on the City's new NPDES Stormwater Discharge Permit. This new plan must be completed by June 1, 2018. Public Works recommends approval of Rindt-McDuff Associates, Inc.'s Task Work Order to assist in preparing the City's new plan for a proposed \$6,950.00. This is a budgeted item.

The Stormwater Department recommends approval of Rindt-McDuff Associates, Inc.'s Task Work Order for preliminary engineering and analysis for remediation of this stormwater ditch. The proposed amount for this task order is \$5,970. This is a budgeted item.

Motion to approve the Stormwater Management Program Consulting and Engineering Analysis Task Order with Rindt-McDuff Associates was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

Announcements:

Council Member Roth wished his daughter a Happy 13th Birthday.

Mayor Santini invited everyone to attend the Mayor's March to the top of Pine Mountain.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Item # 1



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
100th Birthday of Major Carl G. Belville

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	This proclamation is in honor of Major Carl G. Belville, a highly decorated retired World War II Veteran and one of the oldest living U.S. veterans in our community.
City Manager's Remarks:	No vote is required of City Council on this item. Please join in on honoring Major Belville.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY of CARTERSVILLE

Proclamation



WHEREAS, Carl G. Belville, son of Homer Belville, stepson of Millie Belville was born in Huntington, West Virginia on Easter Sunday, March 31, 1918, and was raised in Marysville, Ohio; and

WHEREAS, during high school, Carl held down 3 jobs to help support his family, then 3 days after his Marysville High School graduation in 1936, he moved into the Curtiss-Wright hanger in Port Columbus, Ohio and 4 days later purchased his first airplane, an OX5 Waco 10. After earning an A and E license and a pilot's license, he worked as an airplane flightline mechanic making \$5 a week and was a private pilot, stunt pilot and crop duster on the side for 4 years before working for Culver Aircraft in Columbus and Wichita, Kansas, while also being "on loan" to Aeronca Aircraft Co. as a test pilot; and

WHEREAS, Carl and Virginia Julian were married nearly 6 years and had their son David in 1946, before she passed away. He married Beatrice Belville and they had two children: Robert Belville and Robyn Belville Melton. Robert married Kathryn Williams and they have a daughter Carson. Robyn married Travis Melton and Robyn has two daughters, Lucy Costlow Bruce and Melissa Costlow; and

WHEREAS, Carl enlisted in the U. S Army Air Corp during World War II as a pilot and served in the European theater and Africa, flying single and multi-engine planes including the Beech 18, B-25, C-45, C-47 and P-51. Carl was part of the aero supply effort flying gasoline in support of General Patton's 3rd Armored Division in early 1945. Carl also flew a glider from France into Germany behind enemy lines to deliver troops and equipment; and

WHEREAS, Carl survived severe injuries to his head and leg when his P-51 was shot down & lost an engine to anti-aircraft fire during a glider tow and his C-47 was struck by another C-47. He participated in Operation Varsity to Liberate Holland, flying Holocaust victims from Germany into Belgium and Luxembourg. Carl was awarded the Distinguished Flying Cross, Combat Air Medal with numerous clusters. His Air Force uniform is on display at the Greene County Museum in Xenia, Ohio; and

WHEREAS, after World War II, Carl continued to work in the aircraft industry as a flightline mechanic, instructor, design engineer on experimental aircraft and test pilot in Kansas, Texas, California and Ohio. He was personally invited by Howard Hughes to be a test pilot for him in Culver City, California and he witnessed the flight of the Spruce Goose; and

WHEREAS, after returning to Ohio, Carl worked as a civilian at Wright Patterson AFB on military and civilian projects with such notables as Rufus 'Pop' Johnson, Bill Lear and Ollie North; and

WHEREAS, Carl retired from the U.S. Air Force and Civil Service and after traveling, was Patti's primary caregiver for ten years. Patti passed after nearly 36 years of marriage, and he provided care and assistance to Patti's two widowed sisters: Edna Bond and Dorothy Stafford Doerfert; and

WHEREAS, Carl regularly attends and has organized World War II reunions for the 441st Troop Carrier Squadron, OX5 Waco Pioneer Club, Consolidated Troop Carrier Group, Glider Pilot's Association and the 60th Troop Carrier Squadron; and

WHEREAS, Carl currently resides in Cartersville, Georgia, is in good health, lives on his own, works out about twice a week at PT and has a current driver's license and car;

Now, Therefore I, Matthew J. Santini, Mayor, City of Cartersville do proclaim March 31, 2018 as **Major Carl G. Belville Day** and desire to use this means to recognize and congratulate Mr. Belville on the momentous occasion of his 100th birthday.

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

Mayor

Attest: _____ City Clerk



City of Cartersville

**City Council Meeting
3/15/2018 7:00:00 PM
Recertification for our GACP State Certification**

SubCategory:	Presentations
Department Name:	Police
Department Summary Recommendation:	A representative of the Georgia Association of Chiefs of Police (GACP) will be presenting a plaque in reference to the Police Department's state re-certification. In 2017, GACP evaluated the standard operating procedures (SOP) 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.
City Manager's Remarks:	No official action is required on part of Council on this item except to offer Congrats! to our Police Department.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Sam Grove, City Manager
From : Chief Frank L. McCann
Date : March 8, 2018
Ref : Presentation by the Georgia
Chiefs Association in
reference to our re-
certification for our GACP
State Certification.

On March 15, 2018 a representative of the Georgia Association of Chiefs of Police (GACP) will be present at the city council meeting to present a plaque in reference to the police department's state re-certification. In the fall of 2017 a team of Evaluators from GACP came to the police department for three days and evaluated our standard operating procedures (SOP) to see if the police department was operating with the best practices in law enforcement. In December 2017, the Evaluators presented their findings to the GACP Board and the Board recommended that the police department be re-certified as a State Certified Law Enforcement Agency. The police department was originally designated as a State Certified Agency in 2001 and has maintained that certification, out of 1162 law enforcement agencies in the state of Georgia only 123 agencies are state certified by GACP.



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
Resolution to Support MPO Study

SubCategory:	Resolutions
Department Name:	Public Works
Department Summary Recommendation:	This resolution supports an MPO application for funding for a Feasibility/Location Study for an additional downtown Cartersville Railroad Overpass. Approval is recommended.
City Manager's Remarks:	The County MPO sent this over and wants City Council to approve it. Apparently it is a time sensitive issue.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO. _____
RESOLUTION
FOR THE PURPOSE OF MAKING APPLICATION
TO THE GEORGIA PL FUNDING COMMITTEE
FOR FUNDING OF A
FEASIBILITY/LOCATION STUDY OF AN
ADDITIONAL DOWNTOWN CARTERSVILLE
RAILROAD OVERPASS

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 have 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 has determined that there is a need for a study of separate grade rail crossings in the City of Cartersville and intends to make application for funding of a feasibility/location study to consider the placement of an additional separate grade rail crossing 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



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
Shaw Create Easement

SubCategory:	Easements
Department Name:	Electric Department
Department Summary Recommendation:	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.
City Manager's Remarks:	City Council approval of the attached easement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

After Recording Return to:
CITY OF CARTERSVILLE
ELECTRIC SYSTEM
P.O. Box 1390
Cartersville, GA 30120
Title Examination Not Performed

EASEMENT

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Development Authority of Cartersville ("Grantor") does hereby grant and convey unto the City of Cartersville, a municipal corporation of the State of Georgia (hereinafter referred to as "City" or "Grantee"), its successors and assigns, a utility easement for the construction, operation, maintenance and use of electrical infrastructure and related appurtenances (collectively, the "Facilities") across and upon the land (the "Easement Area") owned by Grantor which is described as follows:

That certain fifteen-foot wide portion of Land Lot 632 of the 4th District, 3rd Section of Bartow County, Georgia being more particularly shown and designated as "Underground electrical cable service provider 15' utility easement" on a drawing attached hereto as "Exhibit A" and made a part hereof.

This Easement shall include the right of ingress and egress over the Easement Area for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said utility infrastructure and related appurtenances therefore, together with the right to use and operate the same continuously and in perpetuity, provided, however, that if Grantee shall cease to use the right of way and easement for the purpose set forth herein for a period exceeding twelve (12) months, all of Grantee's right, title and interest in and to the Easement Area shall automatically revert to Grantor without any further action by Grantor or Grantee.

Notwithstanding anything herein to the contrary, the Facilities shall be installed underground, at a sufficient depth under the surface of the ground, insofar as is practicable, so as not to interfere with the ordinary use of the Easement Area by Grantor, except transformers and related appurtenances.

Any work required or permitted to be performed by Grantee shall be performed, and all of the Facilities, shall be maintained, at Grantee's sole cost and expense, (a) in a good, diligent and workmanlike manner, (b) in a manner which minimizes interference or disruption with the business operations conducted on all portions of Grantor's property, and (c) in compliance with all applicable laws, rules, regulations and ordinances. Grantee shall promptly pay for all work done on its behalf or at its direction and cause to be discharged or lawfully bonded, any lien affecting any portion of Grantor's property arising from or related to such work. Any damage to any portion of Grantor's property caused by Grantee in the course of constructing, operating and maintaining the Facilities, or exercise of any other rights granted herein, shall be borne solely by Grantee.

Grantee shall bear all costs and expenses associated with all claims, damages, costs and liability which may arise in connection with this agreement, caused by any act or omission of Grantee, or any of its guests, agents, contractors, employees, licensees or invitees including, without limitation, in connection with the entry of Grantee or its guests, agents, contractors, employees, licensees or invitees upon the Easement Area, or in connection with the subsequent use thereof by any party. Grantee shall exercise commercially reasonable efforts to minimize disruption to Grantor or any occupants of the property of Grantor in connection with any exercise of Grantee's rights hereunder. Grantee shall take all reasonable actions and implement all protections necessary to ensure that all actions taken in connection with this agreement, and all equipment, materials and substances generated, used or brought upon the Easement Area, pose no material threat to the safety of persons or the environment. Grantee shall maintain (or cause its contractors to maintain), at Grantee's sole cost and expense, adequate liability insurance in connection with its activities within and use of the Easement Area.

The rights herein granted shall not be assigned in whole or in part, without the prior written consent of Grantor.

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument. Grantor, however, must not therein erect or construct any building or other vertical structure, drill or operate any well, locate any other utility infrastructure, plant any trees, construct any reservoir or other obstruction within the Easement Area which unreasonably interferes with Grantee's use thereof for the purposes herein set forth, or diminish or add more than 12-inches of ground cover within the Easement Area. Grantor shall not construct a drive or road over the easement area unless approved by the Grantee.

The City shall seed and straw area disturbed in the event of damages to grasses which may be suffered by reason of installation, maintenance, or alteration of said utility infrastructure and related appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in Grantor any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS: None.

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the said undersigned have hereunto set their hands and seals
 this 2nd day of February, 2017. Jan
2018

Signed, sealed and delivered
 in the presence of:

[Signature]
 Unofficial Witness

[Signature]
 Notary Public

Commission Expiration Date:

NOTARY PUBLIC
 SUZANNE H WALKER
 BARTOW COUNTY, GEORGIA
 MY COMMISSION EXPIRES
 MARCH 28, 2018

[AFFIX NOTARIAL SEAL]

DEVELOPMENT AUTHORITY OF CARTERSVILLE

By: [Signature]

Thomas P. Strickland
 Chairman

Attest: [Signature]

Howard Smith
 Secretary

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

THIS EASEMENT IS HEREBY CONSENTED TO BY SHAW INDUSTRIES GROUP, INC., PURSUANT TO THAT MEMORANDUM OF LEASE BETWEEN CARTERSVILLE DEVELOPMENT AUTHORITY, AS LANDLORD AND SHAW INDUSTRIES GROUP, INC., AS TENANT:

Signed, sealed and delivered
in the presence of:

Julia B. Lee
Unofficial Witness

Debra Ann Roy
Notary Public

Commission Expires Sept. 8, 2021
DEBRA ANN ROY
Notary Public
Whitfield County, State of GA
My Comm. Expires Sept. 8, 2021

[AFFIX NOTARIAL SEAL]

SHAW INDUSTRIES GROUP, INC.

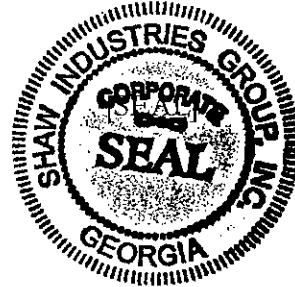
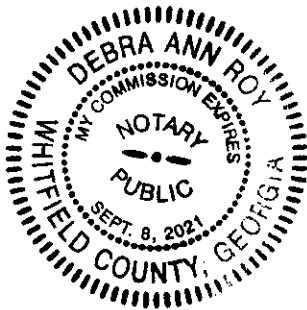
By: *[Signature]*
Print Name: _____

Its: KENNETH G. JACKSON, E.V.P.
and Chief Financial Officer

Attest: *[Signature]*

Print Name: FREDERICK L. HOOPER, III
ASSISTANT SECRETARY

Its: _____



GRANTEE:

CITY OF CARTERSVILLE

Signed, sealed and delivered
in the presence of:

By: _____

Unofficial Witness

Attest:

Notary Public

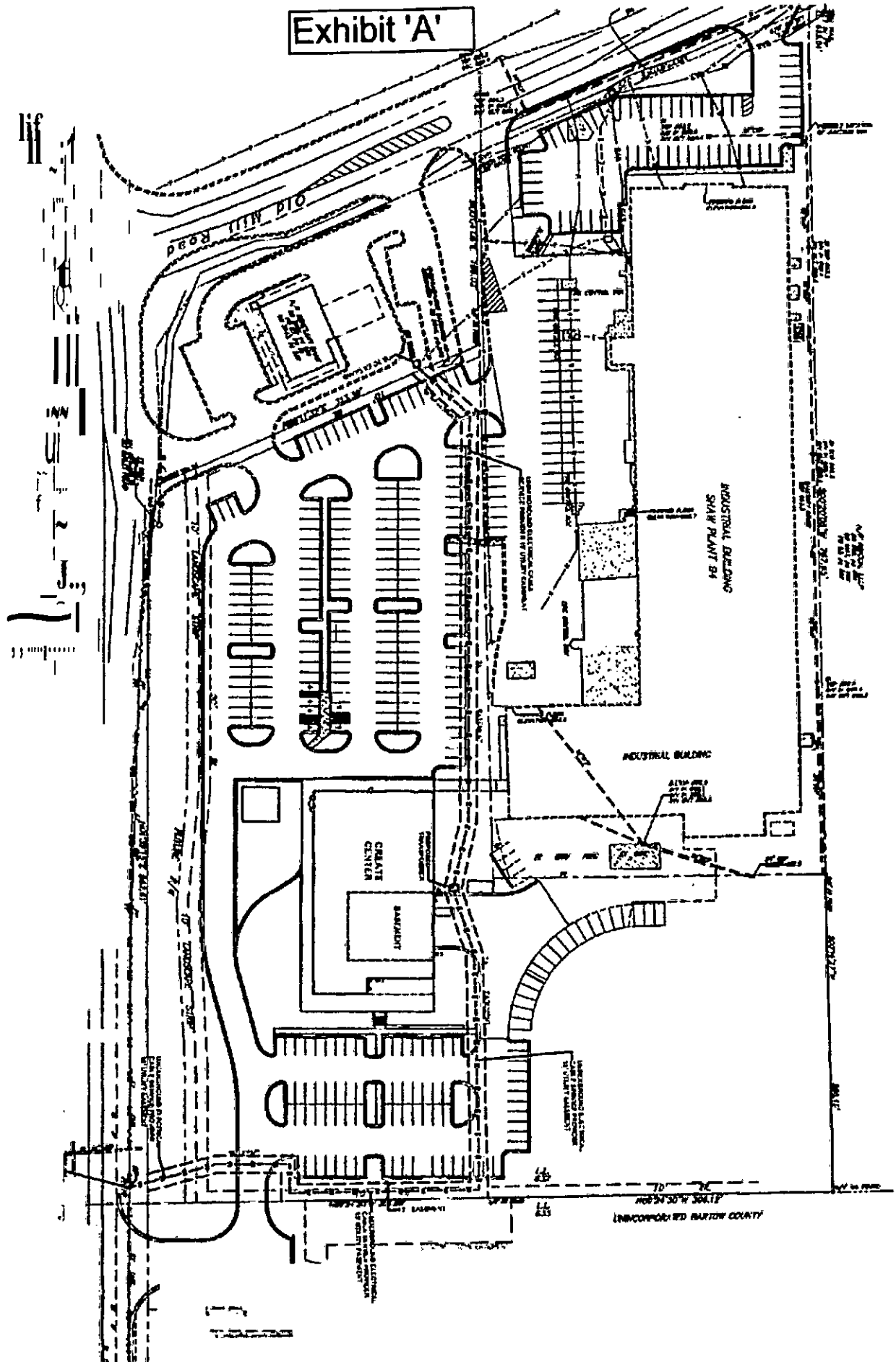
By: _____

Commission Expiration Date:

[AFFIX NOTARIAL SEAL]

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]





City of Cartersville

City Council Meeting

3/15/2018 7:00:00 PM

Downtown Water Main Replacement Project - Gilreath Easement

SubCategory:	Easements
Department Name:	Water
Department Summary Recommendation:	In June 2016, the City of Cartersville was awarded \$300,000 from the Appalachian Regional Commission (ARC) 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. I recommend approval of this amount per the attached Offer of Compensation for Easement Acquisition Form.
City Manager's Remarks:	City Council approval of the easement acquisition outlined above is recommended.
Financial/Budget Certification:	This will be paid from the project account 505.3320.54.3398 ARC Downtown Water Main Replacement.
Legal:	
Associated Information:	

Cartersville Water Department
 10 W. Main St.
 Historic Downtown Water System Improvements
 Cartersville Project No.

OFFER OF COMPENSATION FOR EASEMENT ACQUISITION

Property Owner: James R. Gilreath
 Bartow County Tax and Dede Gilreath
 Parcel Number C001-0021-002
 Address 10 W. Main St.
Cartersville, GA 30120

Mail to:

Total Area of Permanent Easement Required: 1,848 sq. ft.

Total Area of Construction Easement Required: sq. ft.

Proposed Compensation

Property Appraisal: /acre = \$6.00 /sq. ft. Other appraisals*
 Compensation for Permanent Easement at of appraised value: \$14,000.00
 Compensation for Construction Easement at of appraised value: \$0.00
 Total Proposed Compensation: \$14,000.00

Notes:

City will also install a "Tee and Valve" at this location to connect a fire sprinler system.

Compensation Offered By:

City of Cartersville

Print Name

Date:

Offer Accepted By:

Date: 29 January 2018

Print Owner's Name

Print Owner's Name

Dede Gilreath
2545 Bridgewood Yd.
Atlanta, Ga. 30318-1317

James R. Gilreath
320 Road # 3 South SW
Cartersville, Ga. 30120

Item # 6



City of Cartersville

City Council Meeting

3/15/2018 7:00:00 PM

Downtown Water Main Replacement Project - William Tatum Easement

SubCategory:	Easements
Department Name:	Water
Department Summary Recommendation:	In June 2016, the City of Cartersville was awarded \$300,000 from the Appalachian Regional Commission (ARC) 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. 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 as outlined in the attached Offer of Compensation for Easement Acquisition Form. The agreed upon amount came to \$14,265.06. I recommend approval of this amount per the attached Offer of Compensation for Easement Acquisition Form.
City Manager's Remarks:	City Council approval of the easement acquisition outlined above is recommended.
Financial/Budget Certification:	This will be paid from the project account 505.3320.54.3398 ARC Downtown Water Main Replacement.
Legal:	
Associated Information:	

Cartersville Water Department
 2 W. Main St
 Historic Downtown Water System Improvements
 Cartersville Project No

OFFER OF COMPENSATION FOR EASEMENT ACQUISITION

Property Owner: William Tatum
 Bartow County Tax
 Parcel Number C001-0021-001
 Address 2 W. Main St.
Cartersville, GA 30120

Mail to:

Total Area of Permanent Easement Required: 3,924 sq. ft.

Total Area of Construction Easement Required: 1,054 sq. ft.

Proposed Compensation

Other appraisals*

Property Appraisal: _____ /acre = \$6.90 /sq. ft.

Compensation for Permanent Easement at 50% of appraised value: \$13,537.80

Compensation for Construction Easement at 10% of appraised value: \$727.26

Total Proposed Compensation: \$14,265.06

Notes:

Compensation Offered By:

City of Cartersville

Print Name

Date: 10/3/2017

Offer Accepted By:

Date: October 3, 2017

Print Owner's Name

Print Owner's Name

Item # 7



City of Cartersville

**City Council Meeting
3/15/2018 7:00:00 PM
Dewatering Pumps for Gate Installation WPCP**

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	On 09/07/2017, 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 we must rent dewatering pumps in order to replace the 15 million gallon per day (MGD) pump that will be out of service during the installation. A quote was requested from Xylem (Godwin Pump) located at 402 Old Mill Road. They supplied the attached 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. I would like to ask Council to authorized 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 (SMF) feels they can complete the work in less than 14 days.
City Manager's Remarks:	The max not to exceed rental of \$13k for dewatering pumps from Xylem is recommended for City Council approval.
Financial/Budget Certification:	This item will be paid from account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	

December 4, 2017

Mr. Bart Sears
City of Cartersville
PO Box 1390
Cartersville, GA 30120-1390

Phone: 770-387-5680
Email: bsears@cityofcartersville.org

**RE: WWTP
Rental Quotation 111014953**

Dear Mr. Sears:

Thank you for your continued interest in Xylem Dewatering Solutions products and services.

Per our conversation and site visit, Xylem is pleased to present you with the following rental quotation for your sewer bypass application in Cartersville, GA.

The following application has a required flow of 10 MGD (7,000 GPM). We will be pulling from the basin below the upper screws at your plant. We will be discharging for up to 200 feet to the upper spill way just past the screws we are bypassing. The maximum duty point for this application is estimated at 7,000 GPM @ 20 feet TDH.

Godwin will provide up to three DPC300 12 inch pump sets. Each one will discharge into an independent 12 inch discharge pipe. This proposal includes a primary, lag, and back up pump. The pumps will operate automatically based off of level. All piping and accessories are also included.

Installation and teardown pricing is listed below. Pricing includes labor and equipment for unloading/loading. Startup is also included.

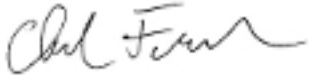
Installation: \$2,600.00
Teardown: \$1,900.00

Xylem Dewatering Solutions has 24/7 Sales, Parts and Service. If you ever have a question or require support we are available. Our sales team is also available 24/7 to assist in system design and planning.

Thank you for this opportunity. If you have any questions or concerns, please do not hesitate to contact us immediately.

Sincerely,

Item # 8

A handwritten signature in cursive script, appearing to read "Chad Freund".

Chad Freund
Outside Sales Representative

CF / cf

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION	DAILY UNIT	DAILY TOTAL	WEEKLY UNIT	WEEKLY TOTAL	MONTHLY UNIT	MONTHLY TOTAL
A	1	Auto Diesel Control Panel, 12 Volts - with two 65' Floats - with 25' harness with round plug - mounted on stand	\$ 30.00	\$ 30.00	\$ 90.00	\$ 90.00	\$ 270.00	\$ 270.00
B	6	12" x 10' Black Water Suction Hose with Godwin QD Fittings	33.60	201.60	100.80	604.80	302.40	1,814.40
C	75	12" x 10' Godwin QD Pipe	6.30	472.50	18.90	1,417.50	56.70	4,252.50
D	12	12" 90 Degree Godwin QD Bend	9.10	109.20	27.30	327.60	81.90	982.80
E	3	12" Suction Screen Bypass	5.00	15.00	15.00	45.00	45.00	135.00
F	2	Auto Diesel Control Panel, 12 Volts - with two 65' Floats - with 25' harness with round plug - mounted on stand	31.00	62.00	93.00	186.00	279.00	558.00

Item # 8

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION	DAILY UNIT	DAILY TOTAL	WEEKLY UNIT	WEEKLY TOTAL	MONTHLY UNIT	MONTHLY TOTAL
G	1	Dri-Prime DPC300 Diesel Pump • Primary Unit • 12" 150# Flange Suction and Discharge • John Deere 6068T Diesel Engine • Skid-mounted, 150 gal fuel tank • Set up QD w/ 10' leak off	408.36	408.36	1,225.08	1,225.08	3,675.24	3,675.24
H	2	Dri-Prime DPC300 Diesel Pump • Primary Unit • 12" 150# Flange Suction and Discharge • John Deere 6068T Diesel Engine • Skid-mounted, 150 gal fuel tank • Set up qd w/10' leak off	408.36	816.72	1,225.08	2,450.16	3,675.24	7,350.48
ESTIMATED RENTAL TOTAL				\$ 2,115.38	Item # 8	\$ 6,346.14		\$ 19,038.42
ESTIMATED DELIVERY CHARGE				\$ 250.00		\$ 250.00		\$ 250.00
ESTIMATED PICKUP CHARGE				\$ 250.00		\$ 250.00		\$ 250.00
REQUIRED EXTRAS				\$ 0.00		\$ 0.00		\$ 0.00

Xylem Dewatering Solutions, Inc.
d/b/a Godwin Pumps of America
 84 Floodgate Road, Bridgeport, NJ 08014
 Tel +1.856.467.3636 Fax +1.856.467.4428



TERMS AND DEFINITIONS

Rental Day:	One Calendar day; for diesel units, not exceeding eight (8) hours running.
Rental Week:	Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.
Rental Month:	Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.
Standby Rate:	The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.
Overtime Running:	For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.

Billing Cycles Based on Open Terms Approval	3 - 7 Days	=	1 Week
	8 Days	=	1 Week and 1 Day
	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month

Billing Cycle - COD Customers	3 - 7 Days	=	1 Week
----------------------------------	------------	---	--------

Off Rent: It is the responsibility of the Customer to call into the Owner's local branch office and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.

TERMS AND CONDITIONS

- This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
- This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
- Payment terms: Net 30 based on credit approval.
- Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
- Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
- Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
- Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
- Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
- Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

Item # 8



City of Cartersville

**City Council Meeting
3/15/2018 7:00:00 PM
Center Road Pump Station Emergency Generator**

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	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). The Bartow County facility was taken over by the City in 2005. 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 (out 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, we need 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 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. I therefore recommend award to JDH Electric, LLC in the amount of \$15,550.00.
City Manager's Remarks:	City Council's approval of the lowest and best bid from JDH Electric as outlined above is recommended. Cover Memo
Financial/Budget	This is a budgeted project and will be paid through accountItem # 9

Certification:	505.3320.52.2380 Maintenance to Water Mains & Settings.
Legal:	
Associated Information:	

REQUEST FOR QUOTE
Cartersville Water Department
Center Road Booster Station
Transfer Switch and Wiring

Name of Company: JDH ELECTRIC, LLC

Lump Sum Price: \$15,500⁰⁰

Additional Labor (price per hour): \$55⁰⁰/PER MAN, PER HOUR

Signature: 

Printed Name: JAMES HALL

Title in Company: MANAGING MEMBER

Date: 3/5/18

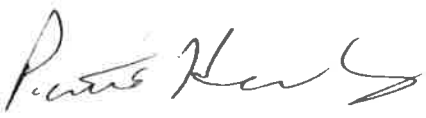
Item # 9

REQUEST FOR QUOTE
Cartersville Water Department
Center Road Booster Station
Transfer Switch and Wiring

Name of Company: Patrick Kelly Electric, Inc.

Lump Sum Price: \$15,300.00

Additional Labor (price per hour): \$45 per hour per man

Signature: 

Printed Name: Patrick Kelly

Title in Company: President

Date: March 5th 2018

Item # 9



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
WTP - #2 High Service Pump Building Stabilization

SubCategory:	Bid Award/Purchases								
Department Name:	Water Department								
Department Summary Recommendation:	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: <table><tr><td>SOL Construction</td><td>\$1,193,475.00</td></tr><tr><td>Willow Construction</td><td>\$1,314,765.00</td></tr><tr><td>PF Moon Construction</td><td>\$1,320,555.00</td></tr><tr><td>Haren Construction</td><td>\$1,773,000.00</td></tr></table> I recommend award of the project to SOL Construction in the amount of \$1,193,475.00.	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
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								
City Manager's Remarks:	City Council approval of the bid award to SOL for the HS Pump Building Stabilization (\$1,193,475.00) is recommended.								
Financial/Budget Certification:	This is a budgeted project and will be paid through account 505.3310.54.2326 HSPB#2 Stabilization.								
Legal:									
Associated Information:									

WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
 PETER JOHNS
 CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
 SUITE 430
 NORCROSS, GEORGIA 30071

PETER SNYDER
 HAROLD WIEDEMAN

131 EAST MAIN STREET
 SUITE 300
 ROCK HILL, SOUTH CAROLINA 29730
 WWW.WIEDEMAN.COM

March 8, 2018

Mr. Bob Jones
 Director – Cartersville Water Department
 City of Cartersville
 P.O. Box 1390
 148 Walnut Grove Road
 Cartersville, GA 30120

Re: Water Treatment Plant High Service
 Pump Station Rehabilitation (HSPS 2)
 City of Cartersville, GA
 W&S Project #027-16-122

Dear Mr. Bob Jones:

Bids were received, opened, and read in public on March 1, 2018, for the WATER TREATMENT PLANT HIGH SERVICE PUMP STATION REHABILITATION (HSPS#2) for the City of Cartersville. A total of four (4) bids were received from previously pre-qualified general contractors as follows:

1. SOL Construction, LLC	\$ 1,193,475.00
2. P.F. Moon and Company, Inc.	\$ 1,320,555.00
3. Willow Construction, Inc.	\$ 1,338,620.00*
4. Haren Construction Company, Inc.	\$ 1,773,000.00

* Denotes corrected bid amount.

A certified tabulation of all bids received is attached. As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from a surety company listed in U.S. Treasury Circular 570.

The total base bid of SOL Construction, LLC of Atlanta, Georgia was the lowest responsive bid in the amount of ONE MILLION ONE HUNDRED NINTY TREE FOUR HUNDERED AND SEVENTIY FIVE DOLLARS (\$ 1,193,475.00). As can be seen from the bid summary and bid tabulation, the bids

Mr. Bob Jones
March 8, 2018
Page 2

were very competitive with the three lowest bidders under our opinion of cost for the project was \$ 1,476,587.50 (attached). It is our understanding, that the City has funding available to construct all improvements planned.

SOL Construction, LLC has confirmed that The Cincinnati Insurance Company will furnish payment and performance bonds for this project. Travelers Casualty and Surety Company of America is listed in the current version of the U.S. Department of the Treasury Circular #570, is shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount. Travelers Casualty and Surety Company of America have a current A.M. Best rating of "A+". Please note that upon receipt of performance and payment bonds, we will request that The Cincinnati Insurance Company provide us a verification of bond authenticity.

In summary, as the lowest responsive responsible bidder, we recommend that SOL Construction, LLC be awarded the WATER TREATMENT PLANT HIGH SERVICE PUMP STATION REHABILITATION (HSPS#2) project in the amount of \$ 1,193,475.00. When the City authorizes award of this project, we will notify the contractor and will transmit the conformed contract documents to them for execution and attachment of bonds and insurance.

The bids received and opened are valid for sixty (60) days from March 1, 2018. If you have any questions or need any additional information, please feel free to call.

Sincerely,

WIEDEMAN AND SINGLETON, INC.

A handwritten signature in black ink, appearing to read 'Ahmed An-naim', with a stylized flourish at the end.

Ahmed An-naim, P. E.

Enclosure



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
WPCP – Evoqua Service Tech

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	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. I would like to ask for a not to exceed amount of \$8,000.00 to allow two full days plus ancillary expenses.
City Manager's Remarks:	City Council approval of Evoqua Service Tech (\$8,000 max. not to exceed) for the work outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid through account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	



evoqua

WATER TECHNOLOGIES

Evoqua Water Technologies LLC

1828 Metcalf Avenue

Thomasville, GA 31792

Quote # 13997-R1

Date: 3/7/2018

Sales Quote

To: Bart Sears/ City of Cartersville, GA

Phone: 678-247-4069

Fax:

From: Fergus Robinson

email:

Replacement parts for Evoqua

Validity: 30 days

Freight PPD & Add

Returns: There is a 25% restocking fee
on all returned parts.

Evoqua Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
			Evoqua will provide (1) Service Tech on site to inspect existing Externalift Screw Pump. Service Tech to be on site for (1) day only. Price not to exceed \$6,050.00 If Service Tech is on site longer than expected you will be charged \$1,500 a day plus expenses.				
				Total Sale Price		\$6,050.00	

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email Fergus.Robinson@evoqua.com

We now accept Visa, Mastercard, & American Express for your convenience

THIS TRANSMISSION CONTAINS CONFIDENTIAL INFORMATION INTENDED FOR USE ONLY BY THE ABOVE NAMED RECIPIENT. READING, DISCUSSING, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE NAMED RECIPIENT OR HIS OR HER EMPLOYEES OR AGENTS. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE US POSTAL SERVICE.

Item # 11

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, ~~notes~~, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

NOTE: Any order resulting from this quote is subject to the terms and conditions attached and acceptance by Evoqua. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

Accepted by Buyer:

Acknowledged by Seller: Evoqua Water Technologies, LLC

Signed _____

Signed

Printed Name _____

Printed Name

Title _____

Title

Date _____

Date

CONTRACTOR NOTE: This Quote by Evoqua Water Technologies LLC (Evoqua) is further contingent upon such things as: (i) resolution of mutually acceptable payment terms; (ii) Evoqua's satisfactory completion of an anti-corruption due diligence review; and (iii) written agreement specifically acknowledging acceptance of terms and conditions mutually agreed upon by parties.



City of Cartersville

**City Council Meeting
3/15/2018 7:00:00 PM
Electric Meter Testing**

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	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. We are asking council to approve the meter testing by M&R Services for a not to exceed price of \$7,350.
City Manager's Remarks:	City Council authorization of M&R Services to do the work outlined above for a not to exceed price of \$7,350 is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

**CITY OF CARTERSVILLE/M & R SERVICES, INC.
METERING TESTING SERVICE CONTRACT**

CONTRACT FOR: METERING TESTING SERVICES

DATE: 10 / 2 / 2014

This Contract shall be between the Purchaser:

City of Cartersville
320 South Erwin Street
P.O. Box 1390
Cartersville, Georgia 30120

hereinafter called the "Purchaser,"

and the Contractor:

M & R Services, Inc.
1806 Asteria Court
Duluth, Georgia 30097

hereinafter called the "Contractor"

ARTICLE 1: SCOPE OF WORK/SERVICES TO BE PROVIDED

Contractor will perform the following services, more fully described in Exhibits "A" and "B", attached hereto and made a part hereof:

- A. On-site transformer-rated metering testing at agreed upon test sites, pursuant to Article 2 below, in accord with this Contract and with the specifications and requirements attached hereto as Exhibit "A." A site test consists of one transformer-rated meter test and the in-service test of the associated current and potential (if applicable) transformers (CTs & PTs). The meter accuracy will be tested using a portable watt-hour standard. Each CT will be tested for ratio, polarity, and burden to verify accuracy and proper installation (given sufficient load);
- B. A detailed report will be provided by Contractor to Purchaser upon completion of the testing. The report will consist of, at a minimum, a handwritten report with notes, a printed meter test and a CT test print-out for each site test, together with the following in a report binder: (i) an evaluation of each part of each metering site tested; (ii) a list of all sites tested; (iii) a synopsis of the project; (iv) lists of problems found and observations; (v) loss/overbill revenue estimates; and (vi) a list of calibrations, more fully and specifically described in Exhibit "B" attached hereto;
- C. Expert witness testimony will be provided by Contractor in the event Purchaser requires such testimony. Contractor will be compensated on a daily basis for said services, at a rate mutually agreeable to the parties, plus reimbursement of travel expenses; and
- D. Such other and further work and reporting as is necessary to carry out appropriate on-site transformer-rated metering testing as contemplated by this Agreement; however, Contractor reserves the right to adjust the Price accordingly with authorization by Purchaser and Contractor may require assistance from Purchaser to complete such other and further work.

ARTICLE 2: INFORMATION TO BE PROVIDED BY PURCHASER

In order to perform the services outlined in Article 1 above and described in Exhibit "A", Contractor requires certain information; if provided by purchaser, said information must be provided prior to testing. Information needed, such as, but not limited to, the following: list of sites to be tested, account numbers, meter numbers, address, multiplier, and average monthly bill data.

Item # 12

ARTICLE 3: ACCESS RIGHTS TO BE PROVIDED BY PURCHASER

Contractor must be provided certain items, such as, but not limited to, the following: all keys, seals, and locks necessary for access to each site to be tested, and later, for securing each site to be tested. Contractor requires access to all sites to be tested during daylight hours, and may require access at other times. Contractor shall set the times necessary for testing. Contractor may require assistance by Purchaser for access to certain equipment or to test inaccessible meters or other metering equipment from time to time.

ARTICLE 4: CONTRACT DURATION

The Contract shall run for a period of one (1) year beginning July 1, 2014 and ending June 30, 2015; however, the Services are to commence on or about MARCH, 2015 ~~ORH 2014~~. Said Services shall be performed on or about the same time each year of the contract. This Contract shall automatically renew successive one year terms unless either party gives written notice of its intention not to renew within 30 days after Purchaser is sent the report and invoice from Contractor for the current year's testing. Purchaser acknowledges and agrees to this automatic renewal at the beginning of the original contract period by initialing here ORH

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.

ARTICLE 5: PRICING and PAYMENT

Pricing shall be at the rate of ONE HUNDRED AND FIVE DOLLARS (\$105.00) per completed site test payable to Contractor in current funds for services within 30 days of receipt of an invoice from Contractor. The exact number of sites tested will be determined at the end of testing and shown in the report detailed in Article 1, Section B. This contract is based on testing 70 sites per year, plus or minus five (5) sites. The added or subtracted sites will incur an additional or negative cost at the same rate as the original number of sites. In the event Purchaser requires anything not contemplated and set forth in Exhibit "A", Contractor reserves the right to adjust the Pricing accordingly with authorization by Purchaser. With this exception, all prices are to remain firm throughout the contract period.

Before the contract is automatically renewed, if a price change is desired by either party, said price change will be tied to the change in the consumer price index. Either party is able to request a price change according to the change in the CPI since the date of the last established price. If either party does not approve of the increase/decrease, the price will remain the same for the additional year of the contract after which either party is able to end the Contract. The CPI will be found at the following internet link:
<http://www.inflationsummary.com/ConsumerPriceIndex/Housing/FuelsandUtilities>

ARTICLE 6: COMPLIANCE WITH LAWS

Contractor shall work with Purchaser to comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including procurement of required permits or certificates) in Contractor's performance hereunder, if a specification is furnished. This includes any applicable state or local law, rule or regulation affecting safety and health. Contractor reserves the right to adjust the pricing accordingly if there are said requirements.

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 §13-10-91 and §50-36-1.

ARTICLE 7: CONTINGENCY

Neither of the parties shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil, or military authorities, acts of God or by the public enemy, or other similar causes beyond such party's control. The party injured by the other's inability to perform may elect to (a) terminate this agreement or part thereof as to services not already received; (b) suspend this agreement for the duration of the delaying cause, buy or sell elsewhere services to be bought or sold hereunder; or (c) resume performance hereunder once the delaying cause ceases with the injured party having an option to extend the period hereunder up to the length of time the contingency endured, unless written notice is given within thirty (30) days after such injured party is apprised of the contingency.

ARTICLE 8: BUSINESS LICENSE/OCCUPATIONAL LICENSE

Contractor shall provide appropriate proof of an Occupational Tax License (Business License) upon request.

ARTICLE 9: INSURANCE AND INDEMNIFICATION

Contractor has and maintains the following insurance coverage and agrees to the following indemnification provisions:

A. INSURANCE

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:

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

Contractor shall name Purchaser as an additional insured upon request.

B. 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.

ARTICLE 10: RELATIONSHIP OF PARTIES

Contractor is an independent contractor. The Contractor is not, and neither is its Sub-Contractor(s), if any, an employee of Purchaser. Contractor is responsible for the direction and supervision of its employees and Sub-Contractors, and shall promptly remove from the worksite any personnel who are not adhering to the terms of this Agreement or other hazard on the worksite.

Purchaser will not provide fringe benefits, including health insurance, paid vacation, overtime, or any other employee benefit for the benefit of Contractor.

Contractor shall purchase and maintain insurance for claims for damages because of bodily injury, including death, and from claims for damages, other than to work itself, to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by Contractor or by any Sub-Contractor or anyone directly or indirectly employed by any of them. Claims under workers' or workmen's compensation acts and other employee benefit acts are statutory and the Contractor complies with the statute.

ARTICLE 11: LIMITATIONS OF LIABILITY

Neither party shall be liable in contract or in tort (including negligence) to the other party, subcontractor or suppliers of the other party, regardless of tier, for incidental or consequential damages arising out of or resulting from performance or nonperformance of its obligations under this Contract, or from its termination or suspension of the services under this Contract.

ARTICLE 12: REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, Contractor and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties and remedies available as well as all remedies allowed by law.

ARTICLE 13: CONFLICT OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 14: NOTICES

Any notices or demand which under the terms of this agreement or under any statute must or may be given or made by Contractor or Purchaser shall be in writing and shall be given or made to the respective parties as follows:

To Purchaser:

City of Cartersville
Attn: Don Hassebrock, Director
320 South Erwin Street/P.O. Box 1390
Cartersville, GA 30120
dhassebrock@cityofcartersville.org
Fax: 770-387-5630

To Contractor:

M & R Services, Inc.
Attn: Mr. John Stein, President
1806 Asteria Court
Duluth, Georgia 30097
mrservices@mindspring.com
Fax: 770-813-9965

Method of Delivery of Notice. Subject to limitations and conditions set forth herein, notices may only be delivered: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, prepaid, return receipt requested; or (5) by e-mail. The delivery of notice by any method, must use the communication information contained herein. If notice is delivered by FAX or by e-mail, receipt must be acknowledged by the receiving party, in one of the forms listed above, before it shall be deemed received. A faxed or emailed signature of a party shall constitute an original signature binding upon that party.

item # 12

ARTICLE 15: MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Contractor and Purchaser with Notice given as specified in Article 14 above.

ARTICLE 16: SEVERABILITY

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE 17: ENTIRE AGREEMENT

The purchase order, this contract, and any documents referred to on the face hereof, including Exhibits, constitute the entire agreement between the parties and can only be modified by a writing signed by both parties. No part of this order or contract may be assigned or subcontracted without the written approval of either party. Time is of the essence of this contract.

Purchaser and Contractor for themselves and their successors, executors, administrators, and assigns agree to the full performance of this agreement.

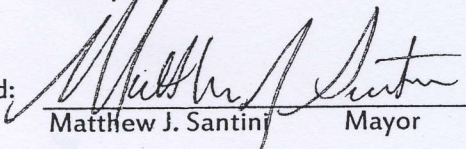
IN WITNESS WHEREOF we have executed the agreement on the date written above.

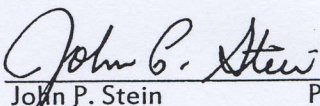
Purchaser: City of Cartersville

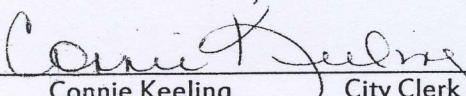
Contractor: M & R Services, Inc.

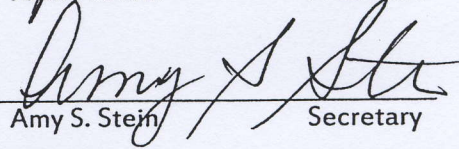
Date: 10/2/14

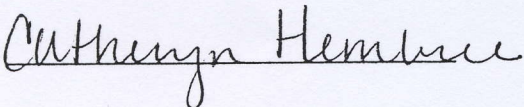
Date: 9/3/14

Approved: 
Matthew J. Santini Mayor

Approved: 
John P. Stein President

Attest: 
Connie Keeling City Clerk

Attest: 
Amy S. Stein Secretary

Witness: 

Witness:  9/3/14

J. S. ARA NOTARY PUBLIC Gwinnett County - State of Georgia My Comm. Expires Aug. 04, 2015
--

EXHIBIT A

Description of Testing Performed by M & R Services, Inc.

Meter Testing

M & R Services, Inc. will conduct KWh testing on meters designated for test. Series tests will be conducted on each meter and separate element tests on each meter, as applicable, based on the type/application of the metering. The following table indicates the number of revolutions/pulses and the accuracy limits (solid-state/mechanical) that will be used for each test:

<u>Test type</u>	<u># rev./pulses</u>	<u>accuracy limit</u>
Series full load	6	+/- 0.3%/0.5%
Series light load	2	+/- 0.3%/0.5%
Series power factor	6	+/- 0.5%/1.0%
Separate element full load	2	+/- 1.0%/2.0%
Separate element light load	1	+/- 1.0%/2.0%
Separate element power factor	2	+/- 1.0%/2.0%
Separate element balance will be checked to be within		+/- 1.0%/2.0%

If necessary (if possible), out of spec meters will be calibrated to the series spec. If a replacement meter is needed/provided the series tests will be conducted on the new meter as the old meter is changed-out. M & R Services, Inc. can adjust the accuracy limits as desired by the Purchaser if a difference in specifications exists. Full load and power factor tests are performed at 5.0 amps and light load tests at 0.5 amps. Power factor tests are performed at 60 degree phase shift.

Instrument Transformer Testing

M & R Services, Inc. will perform in service per phase polarity/cross-phasing, ratio and burden testing on each current transformer (CT) at each site designated for test. In doing so, each site's CTs, associated wiring and socket will be tested to insure proper wiring, wiring integrity, CT accuracy and socket functionality. Each CT will be tested at 0.1, 0.2 and 0.5 ohms of burden. Upon request for no additional charge, M & R Services, Inc. can increase the burden test to include 1.0 and 2.0 ohms of burden. If necessary, if possible, load will be created to test the current transformers at no load/light load sites. There is no additional charge for this service.

M & R Services, Inc. will perform in service per phase polarity/cross-phase testing of each potential transformer (PT) at each site designated for test. Ratio calculations will be performed on secondary PTs by measuring the primary and secondary voltages. Primary PTs will be checked for secondary voltage only.

EXHIBIT A (continued)

Meter & CT Test Operations Performed by M & R Services, Inc.

Record site/test information

- assign unique work order number to each site test
- record account number and site name
- record test date and time
- perform visual inspection of wiring, equipment and site
- clean metering enclosure and meter

Record/verify meter information, etc.

- document meter manufacturer, type, form, class, constant and serial number
- inspect meter and auxiliary equipment operation and condition
- record as found and as left meter readings
- secure connections (as necessary)

Record per phase readings

- document voltage, current and phase angle readings (as part of CT test)

Perform meter test

- perform series and separate element KWh tests
- record as found and as left meter test results
- calibrate as necessary and/or test replacement meter

Record current & potential transformer data

- document service type and voltage
- record key CT/PT nameplate information
- record miscellaneous CT/PT nameplate information (as requested, if possible)

Perform current & potential transformer tests

- perform per phase polarity test (record primary amps, secondary amps, primary volts (if possible), secondary volts and phase angles)
- perform per phase ratio test (record three ratio readings)
- perform per phase burden test (record ratio and secondary current without burden and with burden)
- check PT ratio (if possible)

Perform final inspection

- inspect meter operation (displayed items, diagnostics and potential indicators)
- reset demand (if necessary)
- record stop time and meter seal number (upon request)

Site evaluation (documented on report printout)

- breakdown each aspect of metering and document as under limit, within limit or over limit, both as found and as left
- estimate percent out of spec (if applicable)
- compare calculated multiplier to system multiplier
- perform demand check (by comparison of instantaneous vs. metered demand)
- document problems found, actions taken and miscellaneous comments

Item # 12

EXHIBIT B

Meter & CT Test Report Contents Prepared by M & R Services, Inc.

List of Sites Tested

- sequential list of sites tested by work order number with site name and meter and/or account number

General Observations

- synopsis of problems found with mechanical meters, solid-state meters, CTs and other equipment and definitions of various aspects of the report

Lists of Findings/Miscellaneous

- Mechanical Meters Out of Specification
- Solid-state Meters Out of Specification
- CTs Out of Specification (with explanation)
- PTs/Potential Out of Specification (with explanation)
- Wiring Errors (with explanation)
- Meters to Replace (with explanation)
- Demand Reset
- Multiplier Errors (with explanation)
- Sites Where CTs May Be Undersized (secondary current > 7A)
- Sites Where CT Secondary Current is Low (secondary current < 0.2A)
- Sites that Did Not Pass Wire Verify Check
- Sites with Possible Harmonic Problems
- Miscellaneous

Estimated Revenue Loss Only, Overbill Only and Loss/Overbill Combined

- spreadsheet quantifying the loss by site in dollars as found and as left with per month and per year estimates, total loss and average loss/site
- spreadsheet quantifying the overbill by site in dollars as found and as left with per month and per year estimates, total overbill and average overbill/site
- spreadsheet quantifying the combined loss/overbill by site in dollars as found and as left with per month and per year estimates, total and average/site

List of Calibrations

- list of meters that were calibrated or adjusted

Sites Out of Specification

- typewritten test printouts of sites that were out of specification preceded by a list of the sites included in the section and why

Sites Within Specification

- typewritten test printouts of sites that were within specification

Original Handwritten Reports

- handwritten test forms with additional notes in order by work order number

* the report is bound in a pressboard report binder with a label identifying the report by customer, the year prepared and the preparer

Item # 12



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
4" PE Pipe

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recommendation:	We have 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. We recommend approval of Consolidated Pipe & Supply at \$2.88 per LF for a total of \$10,022.40.
City Manager's Remarks:	This item is restock of inventory which will be used for projects that are in need of gas piping. City Council approval of the low bid from Consolidated Pipe is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	



City of Cartersville

G A S S Y S T E M
P.O. Box 1390 • 4 Cook Street • Cartersville, Georgia 30120
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

TABULATION OF BIDS

CARTERSVILLE PROJECT NO.: Stock

BID DATE: 2/23/2018

				1		2		3	
				Consolidated Pipe & Supply		G & C Supply		Mega Industrial Supply	
				BASE BID: \$10,022.40		BASE BID: \$0.00		BASE BID: \$0.00	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	4" PE Pipe	3,480	LF	\$2.88	\$10,022.40	No Bid	\$0.00	No Bid	\$0.00
				\$0.00	\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
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					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
BID PROPOSAL				Total:	\$10,022.40	Total:	\$0.00	Total:	\$0.00

Item # 13



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
Thermal Imaging Camera for New Fire Truck

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	Respectfully request 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 us to locate the fire quicker. In addition, they 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. We recommend the low quote from Ten 8 with a price of \$7,117.73.
City Manager's Remarks:	City Council approval of the purchase of a thermal imaging camera (outlined above) from Ten 8 Fire is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid for through lease pool.
Legal:	N/A
Associated Information:	N/A

TEN-8 FIRE EQUIPMENT, INC.

1591 Collier Road			REF#	QT3518Rm-9
Forsyth, GA 31029			Sales Consultant	
Office 478.994.3235			Richard Mckinney	
Mobile 706.573.0052			Date	03.05.18
	Customer:	City of Cartersville Fire Department	Terms:	30 days
	Address :		F.O.B:	
	City/State:	Cartersville Ga,	Delivery:	
	Attn:		Valid For:	30 days
			PO#	
	Fax/Tel:		Date:	04.06.18
Qty	Part No.	Description	Unit Price	Total
				\$ -
1	MSA-10145940	MSA 6000 THERMAL IMAGER PLUS	\$ 6,362.73	\$ 6,362.73
1	MSA-10145771	MSA 6000 TIC VEH CHARGER KIT	\$ 650.00	\$ 650.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Thank you for your business. It's always a pleasure to serve you.			Subtotal	\$ 7,012.73
			Freight	\$ 105.00
			Tax	\$ -
			Total	\$ 7,117.73



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
All Terrain Firefighting/Rescue Project

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	Respectfully request permission to proceed with the budgeted All Terrain Firefighting / Rescue project. This will provide us 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. Please see the attached tabulation sheet. This project will be a lease pool item that is \$1,242.17 under budget.
City Manager's Remarks:	The City Manager has discussed this with the Chief and they are in agreement that this should be rounded up to a not to exceed amount of \$29k, with the vehicle to be purchased from Rhineheart of Rome. This is under budget and is recommended for City Council approval.
Financial/Budget Certification:	This will be a lease pool item that is \$1242.17 under budget.
Legal:	N/A
Associated Information:	N/A

Item	Vendor	Price
UTV	Ag Pro / John Deere	\$19,249.99
UTV	Rhinehart / Kuboto	\$15,792.83
Trailer	Bartow Trailer	\$2,696.00
Trailer	Rhinehart	\$1,895.00
Lettering	Martin Signs	\$1,420.00
Lights / Radio	Coosa Valley Communications *	\$2,500.00
Skid Unit	Kimtech	\$7,150.00
		\$15,792.83
		\$1,895.00
		\$1,420.00
		\$2,500.00
		\$7,150.00
	Up to not to Exceed	\$28,757.83

* Coosa Valley Communications
cannot quote exact number due to
vaiable at instalation

UTV Project FY 2017-18





City of Cartersville

**City Council Meeting
3/15/2018 7:00:00 PM
Dellinger Park Pool Repairs**

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	A proposal was requested by Cartersville Parks and Recreation for specific repairs to the Dellinger Park pool. Repair work includes pool corner(s) repair, expansion joint repair and re-plastering of areas. I recommend 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.
City Manager's Remarks:	This will allow the City to use the contractor working on the Aubrey St. pool to do some needed minor repair at the Dellinger Pool. Staff recommends that the bid and work outlined above by Aqua Design be approved by City Council.
Financial/Budget Certification:	This is a budgeted maintenance item.
Legal:	
Associated Information:	



March 8, 2018

Greg Anderson
Director of Parks and Recreation
City of Cartersville
PO Box 1390
100 Pine Grove Road
Cartersville GA 30120

Dellinger Park Pool Repairs

Dear Greg:

Aqua Design Systems, Inc. (ADS) is pleased to provide this proposal to complete repairs as listed below.

Work Included:

1. Remove plaster from effective areas
2. Remove damaged expansion joint and replace and seal joint
3. Install new handrail anchor
4. Patch areas where plaster was removed.

Total of proposal \$6,381.00

Please do not hesitate to call me at my office (770) 716-5592 with any questions or comments.
Thanks for the opportunity to provide this proposal ...we look forward to hearing from you.

Sincerely,

Randy Chancey,
President
Aqua Design Systems, Inc.

Aqua Design Systems-www.aquadesignsystems.com
207 Jeff Davis Place, Suite A, Fayetteville, GA 30214, (770) 716-5592, Fax (770) 716-5081
Minority Owner / HABE / Disadvantaged / Small Business Entity / 8(a)

Item # 16



City of Cartersville

**City Council Meeting
3/15/2018 7:00:00 PM
Dellinger Park Scoreboard Sponsorship Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	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. I recommend the Dellinger Park Scoreboard sponsorship from Owen Security Solutions and request that Mayor Santini be authorized to sign any related documents.
City Manager's Remarks:	City Council approval of the scoreboard sponsorship from Owen Security, outlined above, are/is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

OPERATION, SPONSORSHIP, AND MAINTENANCE AGREEMENT

This Operation, Sponsorship, and Maintenance Agreement (hereinafter referred to as "Agreement") is made and entered into as of the _____ day of _____, 2017 by and between the City of Cartersville, a Municipal Corporation of the State of Georgia (hereinafter "City") and _____ (hereinafter "Sponsor").

WITNESSETH:

WHEREAS, Sponsor desires to place advertising on the scoreboard indicated below and to provide for the operation and maintenance of the indicated scoreboard by the City; and

WHEREAS, Sponsor and the City agree to provide for the sponsorship, maintenance, and operation of the scoreboard as provided for herein; and

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, Sponsor and City agree as follows:

1. That in order to operate and maintain the scoreboard indicated below, it is necessary to have funds provided by a sponsor, to insure adequate operation and maintenance of said scoreboard.
2. In exchange for the provisions of said funds, the Sponsor shall have the right to provide a logo as detailed herein.
3. Appendix A attached to and incorporated herein by reference, details the available signs and panels as indicated therein.
4. Sponsor shall agree to pay the fees indicated on the Fee Schedule referenced on Appendix A for each sign and/or panel selected; for a five (5) year term, which may be extended once for an additional five (5) year terms on the same terms and conditions as provided for in the initial term.

Payments shall be as follows:

- a) A first payment of sixty (60%) percent of the total sum upon execution of this Agreement by both parties.
- b) A second and final payment of the remaining forty (40%) percent balance is due on the first anniversary date of the execution of this Agreement.

5. In exchange for said payment, the City shall operate and maintain the above referenced scoreboard, and shall provide first logo (as approved by Sponsor), and will install a new sign after 5-years. If Sponsor wishes to change the logo/artwork, said changes will be the responsibility of the Sponsor. If Sponsor wishes to change the sign before the 5 years, it will be Sponsor's responsibility for artwork, sign and installation, unless sign is damaged, then it is the City's responsibility to replace said artwork, sign and installation. The City agrees to advertise Sponsor's provided logo on the scoreboard

6. The Sponsor shall not display any logo for any illegal purposes; nor in any manner to create any nuisance or trespass.

7. Sponsor accepts the scoreboard in its present condition as suited for the use intended use by Sponsor.

8. If the scoreboard is totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the scoreboard is taken pursuant to condemnation proceedings, this Agreement shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking, and rental shall be accounted for as between the City and Sponsor as of the date within the period provided above. City shall rebuild the premises in a reasonable time and with due diligence with this Agreement remaining in force except that Sponsor's obligation shall abate until the scoreboard is restored to a tenantable condition. If the scoreboard is damaged but not wholly destroyed by any casualties after any condemnation proceeding is economically usable by Sponsor in its operations, this Agreement shall not terminate but City shall restore the Scoreboard to substantially the same condition as before damage or taking in a reasonable time and with due diligence. In the event of damage by casualty, Sponsor's obligation shall abate in such proportion as use of the Scoreboard has been destroyed and when the Scoreboard is restored to tenantable condition, full rental shall commence. In the event of a partial taking, rent shall abate on a permanent basis determined by the square footage of the Scoreboard taken and the rent rate for such area.

9. It is mutually agreed that in the event Sponsor shall default in Sponsor's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Sponsor shall default in the performance of any of the terms or provisions of this Agreement other than the provisions requiring the payment of rent and such default continues for a period of thirty (30) days after notice from City, or if Sponsor is adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, City at its option, may at once terminate this Agreement by written notice to Sponsor and thereupon this Agreement shall end. Upon such termination by City, Sponsor will at once surrender possession of the Scoreboard to City and remove all of Sponsor's effects therefrom; and City may forthwith re-enter the Scoreboard and repossess itself thereof, and remove all persons and all effects therefrom, using such force as necessary without being guilty of trespass, forcible entry or detainer or other tor.

10. No termination of this Agreement prior to the normal ending thereof, by lapse of time or otherwise, shall affect City's right to collect rent for the period prior to termination thereof.

11. If any obligation or funds owing under this Agreement are collected by or through an attorney-at-law, Sponsor agrees to pay City's attorney's fees, not to exceed fifteen (15%) percent of such collection. If Sponsor shall bring suit to enforce City's obligations hereunder, Sponsor shall be entitled to recover its attorney's fees if Sponsor prevails in such action.

12. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.

13. Notices may be sent to the follows:

City:

City of Cartersville
 Attention: City Manager
 PO Box 1390
 Cartersville, GA 30120

Sponsor:

Owen Security Solutions
 ATTN: Justin Owen
 209 S. Wall St.
 Calhoun GA 30701

14. This Agreement has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any portion of this Agreement should be prohibited or invalid under such law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Agreement.

15. Time is of the essence. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. This Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. This Agreement may be altered, amended or terminated by a written agreement signed by City and Sponsor.

18. See Appendix A (Fee Schedule – Dellinger Park Scoreboard Sponsorship)

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IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the date and year first above written.

Signed, sealed and delivered this ____ day of _____, 2017.

Witness

Notary Public

[AFFIX SEAL]

My Commission Expires: _____

CITY:

CITY OF CARTERSVILLE

By: _____
Matthew J. Santini, Mayor

Attest: _____
Meredith Ulmer, City Clerk

SPONSOR:

Signed, sealed and delivered this ____ day of _____, 2017.

Witness

Notary Public

[AFFIX SEAL]

My Commission Expires: _____

Owen Security Solutions
(Print legibly name of Sponsor on this line)

By: Justin Owen

Its: _____

Appendix A - Revised

Cartersville Parks and Recreation
Dellinger Park Scoreboard Sponsorship
Revised Fee Schedule – October 5, 2017

All sponsorships are for 5-years

Football Scoreboard

<u>Panel Size Options</u>	<u>Panel Size</u>	<u>Panel Cost</u>	<u>Sponsor Choice (Initials)</u>
Panel #1 or	4'H x 24'W	\$5,000.00	<u>\$5000</u> 
Panel #1 – A	4'H x 8'W	\$2,000.00	_____
Panel #1 – B	4'H x 8'W	\$2,000.00	_____
Panel #1 – C or	4'H x 8'W	\$2,000.00	_____
Panel #1 – D	4'H x 6'W	\$1,500.00	_____
Panel #1 – E	4'H x 6'W	\$1,500.00	_____
Panel #1 – F	4'H x 6'W	\$1,500.00	_____
Panel #1 – G	4'H x 6'W	\$1,500.00	_____

Softball Scoreboard

Panel Size Options (Same for Fields #1 - #6)

<u>Panel Size Options</u>	<u>Panel Size</u>	<u>Panel Cost</u>	<u>Sponsor Choice (Initials)</u>
Field # <u>1-6</u> Panel #1 (1 – 6) (revised)10'Hx6'W or	8'H x 4'W	\$2,000.00	<u>\$9000</u> 
Field # _____ Panel #1 – A (1 – 6) (revised)5'Hx5'W	4'H x 4'W	\$1,250.00	_____
Field # _____ Panel #1 – B (1 – 6) (revised)5'Hx5'W	4'H x 4'W	\$1,250.00	_____

Note: Softball Fields #4 - #6 fee schedule for sponsorship is 50%



Item # 17



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
Parker Fibernet Colocation Agreement

SubCategory:	Contracts/Agreements
Department Name:	Fiber
Department Summary Recommendation:	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.
City Manager's Remarks:	Approval of the colocation agreement with Parker Fibernet by City Council is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Colocation Agreement

THIS COLOCATION AGREEMENT ("Agreement") is made and entered into this 1st day of April 2018 (month/year) by and between CITY OF CARTERSVILLE, whose principal address is 1 N. Erwin Street, Cartersville, Georgia 30120, and PARKER FIBERNET, LLC a Limited Liability Company of the State of Georgia whose principal address is 10005 Commerce Street, Summerville, GA 30747 (hereinafter "Customer"). Each of CITY OF CARTERSVILLE and Customer may hereinafter be referred to individually as a "Party" and together as the "Parties".

WITNESSETH:

WHEREAS, CITY OF CARTERSVILLE desires to provide Customer with a Network Colocation Site located at 326 South Erwin Street, Cartersville, Georgia, 30120 (herein the "Site"), within which to place optical and electronics telecommunications equipment in accordance with the terms and conditions contained herein; and

WHEREAS, Customer desires to place optical and electronics telecommunications equipment in the Site in accordance with the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the following premises and the mutual promises and conditions set forth herein, the Parties agree as follows:

1. **Term.** The term of this Agreement ("Term") shall commence on the date first stated above and shall continue until March 31, 2023 unless terminated by either Party pursuant to the provisions of this Agreement. The Term shall be automatically renewed for two (2) successive five (5) year periods unless either Party provides written notification of termination at least ninety (90) days prior to the end of the then current Term.
2. **Colocation Space.** Subject to all terms and conditions of this Agreement (including without limitation any payment obligations of Customer hereunder), CITY OF CARTERSVILLE hereby grants a nonexclusive, nontransferable, terminable license to Customer, and Customer accepts such license from CITY OF CARTERSVILLE, to use during the Term (to the extent expressly permitted under this Agreement) one (1) standard telecommunications bay(s) located in a certain space within the Site, as more particularly described on Exhibit "A" ("Colocation Space"). Customer accepts the Colocation Space and Bay(s) for the purposes herein set forth and for no other purpose and only in strict accordance with the terms and conditions of this Agreement. Neither the grant of license by CITY OF CARTERSVILLE to Customer for the use of the Site, Colocation Space of Bay(s) nor the payments made to CITY OF CARTERSVILLE by Customer shall create or vest in Customer any easement, interest or any ownership or property right of any nature in the Site, Colocation Space or Bay(s)
 - 2.1. **Use of Space.** Customer shall use the Bays solely for the purposes of installing, maintaining and operating Customer's telecommunications equipment (to include testing and monitoring equipment) used or useful for the provision of telecommunications services and/or interconnection with CITY OF CARTERSVILLE's telecommunications equipment. In addition Customer may connect to the CITY OF CARTERSVILLE network collocated within the Site, subject to all terms and conditions of this Agreement. The Colocation Space shall be locked,

Colocation Agreement

and CITY OF CARTERSVILLE retains the right to use, occupy or lease to any third party, without any payment to Customer, any area of the Colocation Space not occupied by Bay(s), or section thereof, licensed to Customer pursuant to Section 2 hereof.

2.1.1. Customer represents, warrants and covenants that Customer shall not, to the best of its knowledge, (i) do or permit anything to be done upon the Site, or bring or keep anything thereon, which is in violation of any applicable federal, state or local laws or rules, regulations or requirements or any requirements of the Colocation Space or Site, nor (ii) make, treat or dispose of any "hazardous substance," "hazardous waste," "contaminant," or "pollutant" (as those terms are defined under any federal, state or local law or regulation, as from time to time amended, or common law pertaining to health, safety or environmental protection) in, on or about the Site or Colocation Space.

2.1.2. Customer represents, warrants and covenants that Customer shall not, without the prior written consent of CITY OF CARTERSVILLE: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Colocation Space; (ii) use the Colocation Space for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, the presence of cooking or vending equipment the sale of food or smoking in the Colocation Space; (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Colocation space or permit the presence of any animals except those used by the visually impaired (and then only to the extent strictly required for performance by the visually impaired; or (v) do or permit anything to be done upon or with respect to the Site which is not expressly permitted under this Agreement.

3. Customer Construction and Improvements.

3.1. **Renovation of Colocation Space.** Customer agrees that, in the event Customer desires or requires improvements, alterations and renovations to the Colocation Space, Customer shall, at its sole cost and expense, arrange with a contractor approved in advance by CITY OF CARTERSVILLE, to construct and install such improvements, alterations and renovations to the Colocation Space ("Improvements"), and Customer agrees that any such construction and installation shall (i) be performed only in accordance with plans and specifications approved in advance by CITY OF CARTERSVILLE (unless CITY OF CARTERSVILLE has expressly waived its rights to review and approve such plans or specifications in writing), and (ii) shall not unreasonably interfere with or impair the use of the Site by CITY OF CARTERSVILLE or any third party.

3.2. **Quality of Performance.** Customer represents, warrants and covenants that all installations, renovations, alterations, improvements, additions and other work shall be performed by or on behalf of Customer lien free, by contractors licensed in the State of Georgia, in a good and workmanlike manner, using only new and good grade materials, and in strict compliance with all local building code requirements, applicable laws and the requirements for CITY OF CARTERSVILLE. Customer shall be responsible for filing and receiving any and all necessary permits and/or licenses for all such construction, including without limitation, certificates of occupancy and fire marshal approvals. Customer's contractor(s) shall maintain commercial general liability, worker's compensation and builders risk insurance in form and amounts

Colocation Agreement

reasonably satisfactory to CITY OF CARTERSVILLE. CITY OF CARTERSVILLE shall be named as an additional insured on the liability and builders risk policies, and a certificate of insurance evidencing the required coverages shall be provided to CITY OF CARTERSVILLE prior to commencement of any work, but in no event later than thirty (30) days after the date first stated above. Customer's contractor(s) shall bill Customer directly for all work performed for Customer and CITY OF CARTERSVILLE shall have no liability for, nor responsibility to pay, any charges imposed by the Customer's contractor(s). All work shall be performed at such times and in such manner as to cause a minimum of interference with CITY OF CARTERSVILLE's transaction of business at the Site. Customer shall permit CITY OF CARTERSVILLE to inspect all construction operations and work with the Site. Upon completion of any installation, alteration, addition or other work, contractors' affidavits and full and final waivers of lien covering all labor and material expended and used shall be obtained by Customer and delivered to CITY OF CARTERSVILLE.

- 3.3. **Rights of Review.** CITY OF CARTERSVILLE shall have the rights, but not the obligations, and Customer shall cooperate with CITY OF CARTERSVILLE in the exercise of such rights, (i) to review and approve Customer's plans and specifications prior to commencement of any construction or other work by Customer, and (ii) to require Customer to (and Customer agrees that it shall) correct or remove and replace at Customer's sole cost and expense, any structure, facility, renovation, addition, alteration or improvement that is not in accordance with applicable plans and specifications, local building codes, applicable laws or the requirements of any insurers providing insurance coverage for CITY OF CARTERSVILLE or the Site. Notwithstanding any review and approval by CITY OF CARTERSVILLE of any contractor or of any of Customer's plans and specifications for any of the work to be performed by Customer pursuant to this Section 3, CITY OF CARTERSVILLE shall have no responsibility or liability whatsoever for or with respect to the plans and specifications or with respect to the safety, sufficiency, adequacy or legality of the plans and specifications or the work performed by or on behalf of Customer. Customer shall be solely responsible for the plans and specifications, the work performed and the improvements constructed as a result thereof, and for the compliance of the plans and specifications, the work and any improvements with all applicable laws, rules and regulations, the architectural completeness and sufficiency of the plans and specifications, any work or improvements, the safety of the work or improvements and any and all other matters relating thereto.
- 3.4. **Ownership.** Upon creation thereof, each construction, addition, renovation, alteration and improvement made by or on behalf of Customer to the Colocation Space or the Site shall become the property of CITY OF CARTERSVILLE and a part of the Site and shall remain upon and be surrendered at no additional cost to CITY OF CARTERSVILLE upon the expiration or termination of this Agreement.
- 3.5. **Mechanics Liens.** If any mechanics lien or other liens shall be filed against the Site, the Colocation space or any property of CITY OF CARTERSVILLE, or any improvements thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for Customer or by reason of any changes, or additions to the Site, the Colocation Space or the property of CITY OF CARTERSVILLE made at the request or under the direction of Customer, Customer shall, with ten (10) days after receipt of written notice from

Colocation Agreement

CITY OF CARTERSVILLE, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. Customer shall also defend, at its sole cost and expense, on behalf of CITY OF CARTERSVILLE, any action, suite or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon. The terms and conditions of this Section 3.5 shall survive any termination or expiration of this Agreement.

- 3.6. **Other Alterations.** Except as provided in this Section 3, in no case shall Customer or any person acting on behalf of (or at the request of) Customer make any rearrangement, modification, improvement, addition, repair or other alteration to the Colocation Space or the Site without the prior written consent of CITY OF CARTERSVILLE, which consent shall not be unreasonably withheld.
- 3.7. **Customer's Equipment, Installation, Testing, Repair and Maintenance.** Customer is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of any and all equipment and facilities provided by Customer in connection with this Agreement or the hardware, software and point of termination connections so provided by Customer. Prior to any installation of any of the foregoing, Customer shall submit to CITY OF CARTERSVILLE, for CITY OF CARTERSVILLE's written approval, all engineering plans and specifications pertaining to Customer-provided equipment and Improvements to be installed pursuant to Customer's performance of obligations or exercise of rights under this Agreement, and Customer shall not install such equipment or Improvements until CITY OF CARTERSVILLE has given its written approval of such plans and specifications (which approval shall not be unreasonably withheld). Throughout the Term, Customer shall provide, at its sole expense, repair and maintenance with respect to Customer-provided equipment and Improvements installed in the Colocation Space or at the Site. In the event that Customer elects to have a third party perform any maintenance or repair of Customer-provided equipment or Improvements, CITY OF CARTERSVILLE shall have the right to approve the use of such third party prior to the commencement of work. Except as specifically provided at Section 3.5, title to Customer-provided equipment and Improvements hereunder shall at all times remain with Customer. All Customer-provided equipment and Improvements shall be labeled by Customer as such.
4. **Electrical Power.** Prior to installation of any Customer provided equipment in the Colocation Space, but in no event later than thirty (30) days after the date first stated above, Customer shall project its electrical power requirements and set forth its projection on an exhibit in the form set forth at Exhibit "C" hereto, which shall be attached hereto upon completion and incorporated herein as Exhibit "C" to this Agreement. During the Term, subject to all payment obligations of Customer hereunder and all other terms and conditions of this Agreement, CITY OF CARTERSVILLE shall provide AC and DC electrical power to Customer on a breakered basis in an initial increment of twenty (20) amps per Bay (power source from either A and/or B sides) and, upon Customer's request, in additional increments of ten (10) amps per Bay, and Customer shall pay for such electrical power based on said requested increments regardless of actual usage. If the power provided by CITY OF CARTERSVILLE causes interference with the proper operation of Customer provided equipment, Customer may provide at Customer's sole expense, any filtering or regulation devices within the Colocation Space to correct the interference. CITY OF CARTERSVILLE will use

Colocation Agreement

reasonable efforts to notify Customer's Network Operations Center (NOC) in the event of a power failure.

5. **Cross-Connects.** Customer shall use CITY OF CARTERSVILLE – provided digital cross connect(s) or other network interface device(s), as determined solely by CITY OF CARTERSVILLE, (the "Cross-Connects") to interconnect its network to the CITY OF CARTERSVILLE's Network.

Any and all cross connects directly between two or more colocation agreement customers of the City of Cartersville are not allowed. Any and all cross connects must use City of Cartersville's provided pathways and will be billed \$50 per month per connection.

6. **Payment Obligations.**

- 6.1. **Payment Amounts.** In addition to any other obligation of payment of Customer hereunder, Customer shall pay to CITY OF CARTERSVILLE on a monthly basis throughout the Term:

- 6.1.1. for each Bay licensed pursuant to Section 2, the recurring fees set forth in Exhibit "B" ("Monthly Bay Fee") provided, however, that CITY OF CARTERSVILLE hereby waives the foregoing obligation of Customer with respect to one(1) Bay, excluding the DC power supply, licensed pursuant to Section 2 upon Customer purchasing other CITY OF CARTERSVILLE telecom or Internet services at this Site;

- 6.1.2. for electrical power supplied pursuant to Section 4 during the Term, the recurring fees set forth in Exhibit "B"; and

- 6.2. **Payment Terms.** CITY OF CARTERSVILLE will invoice Customer monthly for charges incurred by Customer hereunder. All amounts stated on each invoice shall be due and payable within thirty (30) days of receipt of said invoice. All amounts of money specified in this Agreement or set forth on any invoice are in United States dollars and do not include any sales, use or other excise taxes, all of which are the liability of and shall be paid by Customer, excluding, however, taxes based on CITY OF CARTERSVILLE's net income. Any sum due to CITY OF CARTERSVILLE and not paid when due shall accrue a penalty of 10% of the outstanding balance along with a \$5.00 late fee charge for each month or portion thereof that the sum is delinquent. Customer shall pay all reasonable expenses including without limitation reasonable attorney's fee incurred by CITY OF CARTERSVILLE in the collection of any amounts due to CITY OF CARTERSVILLE hereunder.

7. **Access and Security.** During the Term, Customer shall have access to the Colocation Space twenty-four (24) hours a day, seven (7) days a week for so long as Customer and all persons accessing the Colocation Space on behalf of (or at the request of) Customer strictly comply with CITY OF CARTERSVILLE's customary security procedures, as from time to time in effect. Access during non-business hours (defined as Monday thru Friday 5:00 PM to 8:00 AM including CITY OF CARTERSVILLE'S holidays) will be granted at the rate of \$50.00 per hour with a two (2) hour minimum **Schedule access to premises by calling the CITY OF CARTERSVILLE Fibercom Department at 770-607-6380.** Customer agrees that it shall at all times, and shall cause all persons who access the Colocation Space on behalf of (or at the request of) Customer (including without limitation any

Colocation Agreement

third party who performs installation, testing, repair or maintenance of any Customer – provided equipment or facilities) to, strictly comply with CITY OF CARTERSVILLE'S then-current security procedures. Upon acceptance of this agreement, there will be four access key fobs provided at no charge. Lost access key fobs will be replaced at a charge of \$25 each.

8. **Right to Relocate.** On no less than one hundred eighty (180) days advance written notice, CITY OF CARTERSVILLE may require Customer to (and Customer shall) relocate Customer's equipment, at customer's expense, within the Site as may be designated by CITY OF CARTERSVILLE, provided that any such new Site shall provide Customer with substantially the same rights and services afforded under this Agreement. Customer hereby waives, and releases CITY OF CARTERSVILLE from, all claims that may arise out of any loss, damage, cost or expense related to a relocation of Customer's equipment, except to the extent that such claim arises out of the negligence or willful misconduct of CITY OF CARTERSVILLE or its employees, agents, representatives and contractors. Customer further agrees to hold CITY OF CARTERSVILLE and any of its employees, agents, representatives and contractors harmless for any damage caused by CITY OF CARTERSVILLE's equipment during such relocation (unless such damage results from the negligence or willful misconduct of CITY OF CARTERSVILLE's or its employees, agents, representatives and contractors). Should such relocation occur, Customer has ninety (90) days from notice of such relocation to execute an option to terminate the Agreement without liability. Upon such termination notice, Customer has ninety (90) days to vacate the Site.

9. **Site Clean Up.** Customer shall promptly remove all related debris, refuse and other material and clean up the Colocation Space and Site (i) after performance of work in the Colocation Space pursuant to Section 3 hereof, (ii) after performance of any of the other work described in Section 3 hereof, (iii) after installation of Customer provided equipment, (iv) after the performance of any maintenance or repair work at the site or Colocation Space by Customer or one of its agents, employees or other representatives or Independent contractors, and (v) upon termination or expiration of this Agreement. In the event that customer fails, in whole or in part, to perform its obligations under this Section 9, CITY OF CARTERSVILLE shall notify Customer. Should Customer not cure this issue within five days of notice, CITY OF CARTERSVILLE shall have the right to perform such work at the sole expense of customer and Customer shall, with ten (10) days following receipt of an invoice therefor, reimburse CITY OF CARTERSVILLE for any such expenses incurred plus an administrative fee equal to ten percent (10%) of such expenses. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.

10. **Permits, Fees, and Other Approvals: Payment of Taxes.** Customer hereby represents, warrants and covenants that, to the best of its knowledge, it has already obtained or will promptly obtain, and shall maintain through the Term, all permits, licenses, franchises and other approvals that may be required for (i) Customer's operation of any Customer-provided equipment or facilities, (ii) the exercise by Customer of any rights of Customer hereunder, or (iii) the performance by customer of any obligations of Customer hereunder. Customer shall also pay any and all taxes, fees or assessments imposed by any taxing authority upon Customer-provided equipment or facilities installed at the Site or upon Customer's use of or operations at the Site. Customer hereby represents, warrants and covenants that its operation of equipment or facilities at the Site and all Customer business operations associated therewith shall at all times during the Term be in compliance with all applicable laws, rules, regulations and ordinances.

Colocation Agreement

11. **Equipment Standards: Interference or Impairment.** Customer represents, warrants and covenants that, to the best of its knowledge, all equipment and facilities provided by Customer in connection with this Agreement or the Colocation Space or the Site;

11.1. meet or exceed the following Bell Core (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements, to the extent that the same are applicable to such Customer-provided equipment and facilities: (a) Criteria Level 1 requirements as outlined in the Bell Core (Telcordia) special Report SR-3580, Issue 1; (b) equipment design spatial requirements per GR-63-CORE, Section 2; (c) thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; (d) acoustic noise GR-063-CORE, Section 4, Criterion 128, and (e) National Electric Code standards.

11.2. Shall not interfere with or impair any service provided by CITY OF CARTERSVILLE or by any other person;

11.3. Shall not impair, interfere with, endanger or damage any CITY OF CARTERSVILLE equipment located at the Site or the equipment of any other person located at the Site;

11.4. Shall not endanger or damage the Colocation Space or the Site;

11.5. Shall not unlawfully (a) intercept, (b) record or (c) otherwise compromise the privacy of any communications carried in, from or through the Colocation space or Site; and

11.6. Shall not create a risk of injury or death to any persons or to the public.

Anything in Section 12 to the contrary notwithstanding, in the event that CITY OF CARTERSVILLE believes that Customer is in breach of any provision of this Section 11, CITY OF CARTERSVILLE may give written notice to Customer, which notice describes the nature of the breach, and Customer shall promptly commence actions to remedy such breach within twenty-four (24) hours after receipt of said notice and to use its best efforts to complete such measures as soon as possible thereafter. Anything in this Agreement to the contrary notwithstanding, in the event that Customer fails to commence actions to remedy such breach within twenty-four (24) hours after receipt of said notice, or in the event that CITY OF CARTERSVILLE reasonably believes such breach can reasonably be expected to cause an immediate threat of any equipment of or any services provided by or to CITY OF CARTERSVILLE or any other person (collectively "Hazardous Conditions"), CITY OF CARTERSVILLE may immediately take such action as it deems appropriate to cease the continuation of such breach, including without limitation, interruption of electrical power to Customer-provided equipment and facilities until such time as the Hazardous Conditions are remedied. CITY OF CARTERSVILLE will endeavor, but is not required, to provide notice to Customer prior to taking such action and shall have no liability whatsoever to Customer or to any third party for any claims, actions, losses, damages, liens, costs, judgments, expenses or liabilities arising from such action or from failure to take such action.

Colocation Agreement

12. Termination.

12.1. **Notice of Breach.** In the event a Party believes the other has committed a material breach, said Party shall send written notice thereof to the breaching Party. The breaching Party shall be allowed thirty (30) calendar days from receipt ("Notice") of said notice to cure the breach (except with respect to breaches of the obligation to pay money to CITY OF CARTERSVILLE, in which as the breaching Party shall be allowed ten (10) calendar days from receipt of said notice); and if the breach is not cured within said period, then the Party not in breach may thereafter terminate this Agreement by sending written notice of termination to the breaching Party with termination effective as of the date such notice is given.

12.2. **Casualty or Condemnation.** If all or any substantial part of the Site (i) is destroyed or is damaged by fire or any other casualty or (ii) is acquired by virtue of condemnation or eminent domain for any public or quasi-public use or purpose, or is sold to a condemning authority under threat of condemnation, and CITY OF CARTERSVILLE, in its sole unlimited discretion, elects not to repair, rebuild or restore the Site, then it shall notify Customer in writing of such election within at least forty-five (45) days of such damage, destruction or taking. Upon such notification, either CITY OF CARTERSVILLE or Customer may elect to terminate this Agreement by giving the other notice of termination. Upon notice of termination, Customers obligation to CITY OF CARTERSVILLE shall terminate upon the removal of equipment in accordance with Section 13 below or notice provided by Customer.

12.3. **Effect of Termination.** Upon termination or expiration of this Agreement for any cause whatsoever, other than Section 12.2 above;

12.3.1. All licenses and rights of Customer provided for hereunder shall immediately cease (except to the extent strictly necessary for Customer to perform its obligations at Section 13);

12.3.2. All payment obligations of Customer shall accrue through the effective date of such termination or expiration and shall be due and payable immediately; provided, however, that any payment obligations pursuant to Section 13 shall survive the termination and expiration of this Agreement and continue to accrue in accordance with Section 13; and

12.3.3. Sections 3.5, 3.6, 6.2, 9, 12.4, 13, 17, 18, 20 and 23 hereof shall survive the termination of this Agreement.

13. **Removal of Customer Equipment.** Upon expiration or termination of this Agreement for any reason whatsoever, Customer, at its sole cost and expense, shall immediately, but in no event no later than thirty (30) days following the effective date of such termination or expiration, remove Customer's equipment and other property of Customer from the Colocation space and Site and shall return the Colocation Space to CITY OF CARTERSVILLE, broom-clean, in substantially as good a condition and state of repair as when Customer completed the work permitted under Section 3, normal wear and tear excepted. Immediately upon the completion of such removal by Customer (but in no event later than thirty (30) days following the effective date of such termination or expiration, Customer

Colocation Agreement

shall surrender to CITY OF CARTERSVILLE all documents and tangible things in Customer's possession, custody or control which enable access to the Site (including without limitation any keys, access cards or CITY OF CARTERSVILLE - provided photo identification cards). Should Customer fail to vacate the Colocation Space within thirty (30) days from the effective date of expiration or termination, CITY OF CARTERSVILLE shall have the right to remove Customer's equipment and other property, at Customer's sole expense, and with no liability whatsoever for any damage or injury to customer's equipment or other property, and Customer shall pay all expenses associated therewith. Should customer fail to surrender to CITY OF CARTERSVILLE all documents and tangible things in Customer's possession, custody or control which enable access to the Site within thirty (30) days from the effective date of expiration or termination, CITY OF CARTERSVILLE shall be entitled to change any locks or other security measures to ensure that documents or tangible things not surrendered by Customer will no longer permit entry to the Site and Customer shall pay all expenses associated therewith. Any applicable charges described at Section 6 shall continue to accrue beyond the last day of the Term until Customer or CITY OF CARTERSVILLE has completed removing Customer's equipment and other property of Customer from the Colocation Space and site, and Customer shall pay all such charges to CITY OF CARTERSVILLE in accordance with Section 6.

14. **Transfer, Sale and Assignment.** Without CITY OF CARTERSVILLE's prior written consent, which consent may not be unreasonably withheld by CITY OF CARTERSVILLE, customer may not assign or transfer this Agreement or any interest herein. Without CITY OF CARTERSVILLE'S prior written consent, which consent may be withheld by CITY OF CARTERSVILLE in its sole discretion, Customer may not (i) sublease the Colocation Space or Bay(s) or any right associated therewith (ii) provide or make the Colocation Space, Bay(s) or any other space within the Site available for use by any third party, or (iii) sell, assign, transfer, pledge or otherwise encumber any interest it has hereunder or may have in the Colocation Space of Bay(s) by virtue of this Agreement. Any transfer, sale or assignment in violation of this Section shall be null and void and of no force or effect.
15. **Notices.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid; or (iv) by prepaid fax, telex, or other similar means of electronic communication (followed by confirmation on the same or following day by mail as aforesaid). All notices given under this Agreement shall be addressed, as follows:

If to CITY OF CARTERSVILLE:	City of Cartersville P. O. Box 1390 Cartersville, GA 30120 Attn.: Dan Porta, Assistant City Manager Telephone: 770-387-5672
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With copies to:	City of Cartersville P. O. Box 1390 Cartersville, GA 30120 Attn.: Todd Jessee, GIS Manager Telephone: 770-607-1155
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Colocation Agreement

If to Customer: Parker FiberNet, LLC
 ATTN: Kristy Parker
 10005 Commerce Street
 Summerville, Georgia 30747
 kristy@parkersystems.net
 706-857-4646

With copies to: Ken Carlton
 ken@parkersystems.net
 770-547-3804

Or to such other addresses or fax numbers of which the Parties have been advised in writing by any of the above-described means. Personal delivery to a Party or to any officer, partner, agent, or employee of such Party at its address herein shall constitute receipt. The following shall also constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address or fax number of which no notice has been received by the other Party. Notwithstanding the foregoing, no notice of change of address or fax number shall be effective until ten (10) days after the date of receipt thereof. This Section shall not be construed in any way to affect or impair any waiver of notice or demand herein provided.

16. **Warranties.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WHATSOEVER TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SITE, THE COLOCATION SPACE, ANY BAY(S), ANY EQUIPMENT OR ANY SERVICE OR AS TO ANY OTHER MATTER, WHETHER EXPRESS, IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND BOTH PARTIES AGREE THAT ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. IN THE EVENT OF THE BREACH BY EITHER PARTY OF ANY WARRANTY IN THE AGREEMENT, THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO EXERCISE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE CONDITION THAT CONSTITUTES OR GAVE RISE TO THE BREACH.

17. **Indemnity/Limitation of Liability.**

17.1. **Indemnity.** To the extent allowed by Georgia law, each Party, on behalf of itself and its officers, directors, shareholders, members, employees, transferees, successors and assigns (collectively "Indemnitor(s)") hereby agrees to defend, indemnify and hold harmless the other Party, their agents and their respective officers, directors, shareholders, members, employees, agents, transferees, successors and assigns from and against any and all claims, actions, losses, damages, liens, costs, judgments, expenses (including without limitation reasonable attorneys' fees) and liabilities (collectively "Claims"), to the extent such Claims arise from or out of, (i) any acts or omissions of any Indemnitor, or any of their respective agents, contractors, employees, guests, licensees or invitees (including without limitation with respect to performance under

Colocation Agreement

Section 3), (ii) any breach by either Party to this Agreement or (iii) Indemnitor's usage of the Bay(s) the Colocations Space, the Site or any equipment or facilities. "Claims" shall expressly include, without limitation, claims, actions, losses, damages, liens, costs, judgments, expenses (including without limitation reasonable attorneys' fees) and liabilities associated with bodily injury, property damage, lost profits, cable or fiber cuts, damage to the equipment and/or facilities of either Party or any other person, loss of data or interruption in service.

17.2. Limitation of Liability. Any other provision of this Agreement to the contrary notwithstanding, the liability of CITY OF CARTERSVILLE for any losses or damage, whether direct or indirect, arising out of this Agreement from any cause whatsoever, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed the greater of \$10,000 or the total amounts paid by Customer pursuant to Section 6 during the twelve (12) months prior to the month during which the event occurred which gave rise to the liability. Neither Party shall be liable for lost profits or other consequential damages, or for any claims against either Party by any third party, even if the other Party was advised of the possibility of same. Under no circumstances shall either Party be liable hereunder for general damages, incidental damages, indirect damages, or exemplary or punitive damages. The remedies of both Parties are limited to those set forth in this Agreement. No action arising out of this Agreement, regardless of form, may be brought by either Party against the other Party more than one (1) year after the cause of action arose.

17.3. Damage to Facilities. In performing any construction, installation or other work, Customer shall, and shall cause all Indemnitors performing such construction, installation or other work, to use its best efforts to avoid damaging the communications equipment, cables, wires and other facilities or equipment of CITY OF CARTERSVILLE or of any other person. In the event that Indemnitor(s) causes any such damage, including without limitation, cutting or severing underground wires or cables of any person, Indemnitor shall promptly advise CITY OF CARTERSVILLE of such damage. In addition to, and not in lieu of, any other of its indemnification obligations under this Section 17, Indemnitor will, upon demand, promptly reimburse CITY OF CARTERSVILLE for all costs and expenses incurred to repair or replace communications equipment, cables, wires and other facilities or equipment of CITY OF CARTERSVILLE or of any other person which are damaged by Indemnitor(s).

17.4. Survival. The terms and conditions of this Section 17 shall survive any termination or expiration of this Agreement.

18. Suspension of Access to Site, Service/Facilities. CITY OF CARTERSVILLE may limit access to or use of the Site, Colocation Space, Bay(s), services (including the CITY OF CARTERSVILLE network) or any portion of the foregoing hereunder when necessary due to events beyond the reasonable control of CITY OF CARTERSVILLE or where reasonably necessary by reason of accident or emergency, or for repairs, improvements or otherwise. CITY OF CARTERSVILLE does not warrant that access to or use of this Site, Colocation Space, Bay(s), or services (including the CITY OF CARTERSVILLE network) will

Colocation Agreement

be free from interruptions. No such interruption of access or use shall be deemed an eviction or disturbance of Customer's use of the Bays licensed hereunder, or render CITY OF CARTERSVILLE liable to Customer for damages, or relieve Customer from performance of its obligations under this Agreement. Except to the extent of any breach of this Agreement by CITY OF CARTERSVILLE, Customer hereby waives and releases all claims against CITY OF CARTERSVILLE for damages for any interruption of access to or use of the Site, Colocation Space, Bay(s), or services (including the CITY OF CARTERSVILLE network) permitted hereunder. Should access be denied greater than thirty days each year, Customer shall have the right to terminate the Agreement without liability.

19. **Insurance.** Customer shall, at its expense, procure and maintain throughout the Term, the following insurance from an insurance company or companies of recognized financial responsibility authorized to do business in the state where the Site is located: (i) Commercial General Liability Insurance (including endorsements providing broad form blanket contractual liability and indemnity coverage for the risks assumed under this Agreement, and explosion, collapse and underground coverage), insuring against liability for personal injury or death, property damage or other loss in amount of not less than \$2,000,000 combined single limit with respect to any single occurrence, \$4,000,000 aggregate, (ii) Worker's Compensation Insurance, including Employer's Worker's Compensation or similar statute in the state where any work is performed and (iii) Comprehensive Automobile Liability insurance for owned, non-owned and hired vehicles with a combined single limit of not less than \$2,000,000 with respect to any single occurrence. Customer shall deliver to CITY OF CARTERSVILLE, prior to and as a condition of any use of or construction in the Colocation Space or on the Site, a Certificate of Insurance evidencing all of the above insurance requirements and shall require its insurer or insurers to notify CITY OF CARTERSVILLE not less than sixty (60) days prior to any cancellation or material change in any coverage. Customer shall furnish to CITY OF CARTERSVILLE, at least thirty (30) days prior to the expiration of any required insurance policy, evidence that such policy has been renewed for a period of not less than one (1) year. CITY OF CARTERSVILLE shall be named as an additional insured on the insurance policies described in (i) and (iii) above.
20. **Governing Law, Venue.** This Agreement and any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia. Venue for any actions arising under this Agreement shall vest exclusively in courts located in the State of Georgia. Customer hereby submits to the personal jurisdiction of the aforementioned courts.
21. **Entire Agreement.** This Agreement, together with its preamble and recitals and all Exhibits and other attachments to this Agreement (all (i) as amended from time to time and (ii) incorporated herein by this reference), contains the full understanding of the Parties with respect to the subject matter hereof (superseding all prior or contemporaneous correspondence or agreements between

Colocation Agreement

the Parties), constitutes the entire agreement between CITY OF CARTERSVILLE and Customer and may not be modified or amended other than by a written instrument signed by both Parties.

22. **Binding Nature.** This Agreement shall be binding upon the Parties, and their respective legal representatives, assigns and successors in interest.

23. **Further Assurances.** From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

24. **Arbitration.** Any controversy or claim arising out of or related to this Agreement or the breach thereof, shall be settled by binding arbitration in Atlanta, Georgia, in accordance with the Commercial Arbitration Rules of American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

25. **Headings and Pronouns.** Headings used in this Agreement are for reference purposes only, and are not to be deemed a part of this Agreement. The recitals set forth at the outset of this Agreement shall be deemed to be a part hereof. Pronouns used herein shall be construed as masculine, feminine or neuter, and both singular and plural, as the context may require, and the term "person" shall include an individual, corporation, association, partnership, trust, and other organization.

26. **Time of the Essence.** Time is of the essence in the performance by Customer of its obligations under this Agreement.

27. **No Joint Venture.** Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

28. **Severability.** Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be effective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

29. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

Colocation Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

City of Cartersville

(Customer)

By: _____

By:  _____

Print: Matthew J. Santini

Print: Ken Carlton

Title: Mayor

Title: Manager Business Development

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Colocation Agreement

EXHIBIT "A"

Colocation Space

1.

Colocation Agreement

EXHIBIT "B"

Listing of Rates for Services*

The following is a list of CITY OF CARTERSVILLE rates for the Colocation Services:

Item	Non-Recurring Installation Fee	Monthly Recurring Fee
Bay of 25"Wx30"Dx84"H 1/4 Rack	\$0.00	\$200.00
Bay of 25"Wx30"Dx84"H 1/2 Rack	\$0.00	\$325.00
Bay of 25"Wx30"Dx84"H 3/4 Rack	\$0.00	\$425.00
Bay of 25"Wx30"Dx84"H Full Rack	\$0.00	\$500.00

There is no additional fee for Customer to install their approved equipment in the colocation or bay rack space(s) that are leased from the City. Also, Customer is allowed to move their approved equipment, either existing or new equipment, within the bay rack space(s) that they have leased at any time without incurring any fee. Although Customer is still responsible for electrical DC Power Service charges as outlined below.

The following is the CITY OF CARTERSVILLE rate for electrical DC Power Services:

Item	Non-Recurring Fee	Monthly Recurring Fee
DC Power	N/A	Seven Dollars and Fifty Cents (\$7.50) per DC amp per month

The following is the CITY OF CARTERSVILLE rate for electrical AC Power Services:

Item	Non-Recurring Fee	Monthly Recurring Fee
AC Power	N/A	Seven Dollars and Fifty Cents (\$7.50) per AC amp per month

*The rates and charges to Customer for any service or item not set forth herein shall be on an Individual Case Basis ("ICB").

Colocation Agreement

Exhibit "D"

Listing of Services Purchased

Space	Non-Recurring Installation Fee	Monthly Recurring Fee
1 Rack - Cabinet	NA	\$500.00

Power	Non-Recurring Installation Fee	Monthly Recurring Fee
DC 20 Amp Minimum	NA	\$150.00
AC		

Internal	Non-Recurring Installation Fee	Monthly Recurring Fee



City of Cartersville

**City Council Meeting
3/15/2018 7:00:00 PM
Purchase of Additional Defibrillators**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Since the City Council approved the purchase of defibrillators for various city departments, Fire Captain Chad Hendrix has gone around to 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. I recommend to purchase 7 additional units at a cost of \$8,419.41 which will provide more defibrillators to city staff in case of an emergency.
City Manager's Remarks:	Purchase of the additional defibrillators in the amount of \$8,419.41 is recommended for City Council approval.
Financial/Budget Certification:	This is an unbudgeted purchase to be paid with from the workers compensation fund. On February 13, 2018, the council approved the purchase of 30 defibrillators with the use of Workers compensation funds.
Legal:	
Associated Information:	

City of Cartersville Department Defibrillator List – March 2018

Department	Defibrillator – Wall Mount	Defibrillator – Truck Mount	Defibrillator Training Needed – Yes or No	How Many Need Training?
Electric		5		
Gas	2	2		
Water & Sewer – Lab, Admin, D&C	3	2		
Water Treatment Plant	1			
Water Pollution Control	1			
Fiber	0 (-2)	2		
Garage	1	1		
Administration	1		Yes	3?
Police				
Fire				
Planning & Development	1			
Meter Readers			Yes	2
Customer Service	1		Yes	
3 rd Floor City Hall	1			
Public Works	1	+ 5		
Recreation	0 (-2)	+ 5		
Municipal Court	1		Yes	2
DDA – Train Depot	+1			

Total - February 2018 18 12

Net Changes -3 +10

Updated Totals – Mar. 2018 15 22



City of Cartersville

City Council Meeting
3/15/2018 7:00:00 PM
January 2018 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for January 2018.
City Manager's Remarks:	Tom R. will present this info. at Thursday's Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of January 31, 2018

02 # water		FY 2016-17 MONTH OF January-17	FY 2017-18 MONTH OF January-18	FY 2016-17 Year to Date January-17	FY 2017-18 Year to Date January-18	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPOST, DBA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$2,161,238	\$1,650,545	\$14,520,418	\$14,085,113	58.71%
EXPENDITURE		\$1,619,624	\$1,631,731	\$12,885,501	\$13,993,240	58.33%
Gen. Fund Net Profit (Loss)		\$541,614	\$18,814	\$1,634,917	\$91,873	
WATER & SEWER						
REVENUE		\$1,426,656	\$1,485,771	\$10,909,814	\$11,143,956	40.50%
EXPENDITURE		\$1,302,141	\$980,188	\$8,171,832	\$8,575,815	31.17%
Wtr. & Swr. Fund Net Profit (Loss)		\$124,515	\$505,583	\$2,737,982	\$2,568,141	
GAS						
REVENUE		\$2,716,127	\$3,267,373	\$11,588,691	\$12,811,985	37.42%
EXPENDITURES		\$2,175,291	\$1,972,749	\$12,335,036	\$12,638,885	36.92%
Gas Fund Net Profit (Loss)		\$540,836	\$1,294,624	(\$746,345)	\$173,100	
ELECTRIC						
REVENUE		\$3,836,182	\$3,863,880	\$30,191,499	\$28,285,896	57.96%
EXPENDITURES		\$3,540,708	\$4,222,732	\$26,908,051	\$27,357,445	56.05%
Electric Fund Net Profit (Loss)		\$295,474	(\$358,852)	\$3,283,448	\$928,451	
STORMWATER						
REVENUE		\$122,187	\$123,837	\$848,318	\$876,462	48.43%
EXPENDITURE		\$104,189	\$138,606	\$796,096	\$786,759	43.47%
Stormwater Fund Net Profit (Loss)		\$17,998	(\$14,769)	\$52,222	\$89,703	
SOLID WASTE						
REVENUE		\$216,861	\$201,688	\$1,367,952	\$1,408,343	51.83%
EXPENDITURE		\$151,244	\$169,754	\$1,491,535	\$1,722,527	63.39%
Solid Waste Fund Net Profit (Loss)		\$65,617	\$31,934	(\$123,583)	(\$314,184)	
FIBER OPTICS						
REVENUE		\$165,265	\$172,130	\$1,186,310	\$1,258,014	53.28%
EXPENDITURE		\$118,358	\$167,738	\$934,590	\$1,230,275	52.11%
Fiber Fund Net Profit (Loss)		\$46,907	\$4,392	\$251,720	\$27,739	

				% of Monthly Totals to Budget
General Fund	Description	1/31/2018	FY 2018 Budget	
	Total Revenues	\$14,085,112	\$23,989,490	58.71%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,253,154	\$2,515,260	89.58%
	Local Option Sales Tax (LOST)	\$2,260,832	\$3,715,575	60.85%
	Other Taxes	\$5,062,425	\$8,314,455	60.89%
	Building Permit & Inspection Fees	\$153,601	\$390,000	39.38%
	Fines and Forfeitures	\$298,533	\$510,000	58.54%
	Operating Transfers In-City Utilities	\$1,953,204	\$3,394,605	57.54%
	Other Revenues	\$2,103,363	\$5,149,595	40.85%
	Total Expenditures	\$13,993,240	\$23,989,490	58.33%
	Personnel Expenses	\$9,437,881	\$16,639,165	56.72%
	Operating Expenses	\$3,535,645	\$6,030,125	58.63%
	Capital Expenses	\$677,939	\$864,500	78.42%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$341,775	\$455,700	75.00%
Water & Sewer Fund	Total Revenues	\$11,143,956	\$27,517,245	40.50%
	Water Sales	\$6,961,126	\$11,411,280	61.00%
	Sewer Sales	\$3,812,168	\$6,120,000	62.29%
	Bond Proceeds	\$0	\$6,500,000	0.00%
	Use of Reserves	\$0	\$1,800,000	0.00%
	Prior Year Capacity Fees	\$0	\$960,000	0.00%
	Other Revenues	\$370,662	\$725,965	51.06%
	Total Expenditures	\$8,575,815	\$27,517,245	31.17%
	Personnel Expenses	\$1,981,477	\$3,611,665	54.86%
	Operating Expenses	\$1,750,844	\$3,986,875	43.92%
	Capital Expenses	\$1,677,785	\$14,022,500	11.96%
Gas Fund	Transfer To General Fund	\$1,212,063	\$2,077,820	58.33%
	Debt Payments	\$1,953,646	\$3,818,385	51.16%
	Total Revenues	\$12,811,985	\$34,235,980	37.42%
	Gas Sales	\$11,564,591	\$19,132,210	60.45%
	Gas Commodity Charge	\$844,305	\$1,300,000	64.95%
	Bond Proceeds	\$0	\$6,260,050	0.00%
	Proceeds from Capital Leases	\$0	\$130,550	0.00%
	Other Revenues	\$403,089	\$2,985,500	13.50%
	Use of Reserves	\$0	\$4,427,670	0.00%
	Total Expenses	\$12,638,885	\$34,235,980	36.92%
	Personnel Expenses	\$1,156,728	\$2,139,150	54.07%
	Operating Expenses	\$749,399	\$2,216,860	33.80%
	Purchase of Natural Gas	\$8,553,596	\$15,827,025	54.04%
	Transfer to General Fund	\$1,791,314	\$3,070,825	58.33%
	Capital Expenses	\$387,848	\$10,982,120	3.53%

Item # 20

				% of Monthly Totals to Budget
Electric Fund	Description	1/31/2018	FY 2018 Budget	
	Total Revenues	\$28,285,896	\$48,806,080	57.96%
	Electric Sales	\$27,339,769	\$47,372,640	57.71%
	Other Revenues	\$946,127	\$1,433,440	66.00%
	Total Expenses	\$27,357,445	\$48,806,080	56.05%
	Personnel Expenses	\$1,428,746	\$2,386,115	59.88%
	Operating Expenses	\$876,894	\$1,480,220	59.24%
	Purchase of Electricity	\$23,158,199	\$40,793,510	56.77%
	Capital Expenses	\$329,898	\$1,465,595	22.51%
	Transfer to General Fund	\$1,563,708	\$2,680,640	58.33%
Stormwater Fund	Total Revenues	\$876,462	\$1,809,815	48.43%
	Stormwater Revenues	\$855,637	\$1,433,815	59.68%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$20,825	\$60,000	34.71%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Use of Reserves	\$0	\$316,000	0.00%
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$786,759	\$1,809,815	43.47%
	Personnel Expenses	\$414,577	\$815,695	50.83%
	Operating Expenses	\$340,641	\$560,045	60.82%
	Capital Expenses	\$31,541	\$434,075	7.27%
Solid Waste Fund	Total Revenues	\$1,408,343	\$2,717,135	51.83%
	Refuse Collections Revenues	\$1,375,810	\$2,277,940	60.40%
	Other Revenues	\$32,533	\$65,195	49.90%
	Proceeds From Capital Leases	\$0	\$374,000	0.00%
	Total Expenses	\$1,722,527	\$2,717,135	63.39%
	Personnel Expenses	\$617,267	\$1,103,445	55.94%
	Operating Expenses	\$862,630	\$1,239,690	69.58%
	Capital Expenses	\$242,630	\$374,000	64.87%
Fiber Optics Fund	Total Revenues	\$1,258,014	\$2,361,120	53.28%
	Fiber Optics Revenues	\$1,094,515	\$1,812,665	60.38%
	GIS Revenues	\$62,300	\$106,800	58.33%
	Proceeds from Capital Leases	\$0	\$350,000	0.00%
	Other Revenues	\$101,199	\$91,655	110.41%
	Total Expenses	\$1,230,275	\$2,361,120	52.11%
	Personnel Expenses	\$404,254	\$709,765	56.96%
	Operating Expenses	\$463,728	\$878,855	52.77%
	MEAG Telecom Statewide Pymt	\$5,027	\$9,500	0.00%
	Debt Payment	\$0	\$64,000	0.00%
	Capital Expenses	\$357,266	\$699,000	51.11%

02 # wai

Cash Position

	6/30/17	7/31/17	8/31/17	9/30/17	10/31/17	11/30/17	12/31/17
Total Unrestricted Cash Balance	\$30,209,931.06	\$28,628,880.71	\$28,022,534.61	\$28,984,930.22	\$29,799,794.83	\$29,463,014.42	\$28,718,862.88
Total Restricted Cash Balance	\$66,565,078.82	\$66,221,750.22	\$65,840,176.39	\$66,730,823.55	\$67,630,476.61	\$80,028,695.58	\$80,028,695.58

Cash Position

	1/31/18	2/28/18	3/31/18	4/30/18	5/31/18	6/30/18
Total Unrestricted Cash Balance	\$30,714,407.81					
Total Restricted Cash Balance	\$79,682,123.07					

Highlights for the Month of January 2018:

Unrestricted cash increased in the following funds: general fund, water fund, electric fund, gas fund, solid waste fund.
The gas fund cash was the only fund to increase.

Restricted cash decreased due to increased cash in the SPLOST 2014 fund and the pension fund, but was offset by decreases in the DEA Fund, the GO Park & Recreation Fund, and the debt service accounts.