



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 – 2/1/2018
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. January 18, 2018 (Pages 1 - 17)

[Attachments](#)

B. Proclamations

1. Cartersville High School Hurricanes (Page 18)

[Attachments](#)

C. Appointments

1. Board of Zoning Appeals Appointment (Pages 19 - 20)

[Attachments](#)

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

1. Z18-02: Rezoning of 518 N Gilmer St from L-I (Light Industrial) to R-7 (Single Family Residential) (Pages 21 - 41)

[Attachments](#)

E. Resolutions

1. Joint Comprehensive Plan Update (Pages 42 - 43)

[Attachments](#)

2. 2018 Festival Zones (Pages 44 - 46)

[Attachments](#)

F. Discussion

1. Discussion of downtown event rental policies (Pages 47 - 57)

[Attachments](#)

G. Contracts/Agreements

1. Property Appraisal for Transco Pipeline (Pages 58 - 74)

[Attachments](#)

2. Mission Road Sewer Phase III – CSX Agreement (Pages 75 - 92)

[Attachments](#)

H. Engineering Services

1. Goodwyn, Mills & Cawood – Engineering Services Agreement / Rogers Station Design (Pages 93 - 104)

[Attachments](#)

I. Bid Award/Purchases

1. 300 kVA Transformer Purchase (Pages 105 - 112)

[Attachments](#)

2. Finalize 2017 Green Energy Purchases (Pages 113 - 124)

[Attachments](#)

3. CHP Health Awareness Program (Pages 125)

[Attachments](#)

J. Contracts/Agreements

1. IGA - Service Delivery Strategy Extension (Pages 126 - 129)

[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
2/1/2018 7:00:00 PM
January 18, 2018

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

City Council Meeting
10 N. Public Square
January 18, 2018
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Hodge.

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 Keith Lovell, City Attorney.

Item # 1

II. Regular Agenda

A. Council Meeting Minutes

1. January 4, 2018 City Council Minutes

A motion to approve the January 4, 2018 City Council Meeting Minutes as presented was made by Council Member Cooley and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0.

B. Proclamations

1. Proclamation – 10 & Under GRPA State Champs

Greg Anderson stated Cartersville Parks and Recreation Department is an agency member of Georgia Parks and Recreation Association. The City's youth all-star teams participate in 5th District tournaments for the opportunity to qualify for State GRPA and an opportunity to vie for a state championship against other Recreation Agencies All-Star teams.

Cartersville sent 3-Football All-Stars teams and the 10 & Under team was one of the teams that travelled to Savannah and won a GRPA State Football Championship. Cartersville Parks and Recreation Department had the Cartersville City Council recognize this "TEAM Championship" for the 10 & Under team and express our gratitude to all the players, coaches and parents for representing the City of Cartersville with great sportsmanship and community pride. Mayor Santini presented the proclamation to the team.

C. Appointments

1. Planning Commission Appointments/Reappointments for Wards 1, 3, 5 and the Mayor.

Randy Mannino, Planning and Development Department Head stated City Councilperson appointments for Wards 1, 3, and 5 will expire 1/31/18. The Mayor's appointment, Lamar Pendley, is willing to serve another two year term which will expire 1/31/20. Travis Popham, the Ward 1 appointment, Lamar Pinson, the Ward 3 appointment, and Greg Culverhouse, the Ward 5 appointment, who will replace Sandra Cline, will have terms expiring 1/31/22. Appointments or re-appointments to the Planning Commission from the Mayor and respective Council Member are recommended.

A motion to approve all recommended appointments and reappointments was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote 4-0.

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

1. Z17-03: Rezoning of Tax parcel ID #C030-0002-028 (Gentilly Blvd). MU (Multi-Use) to OC (Office-Commercial) for the construction of a medical office.

Randy Mannino, Planning & Development Director stated On August 2, 2007, the current Harbin Clinic site, 150 Gentilly Blvd was rezoned from M-U to O-C per Z07-1, to allow for a larger building than that allowed in the MU district. Site plans were approved for a 3-story, 75,000sf building on 10-9-07. Construction was completed in 2008. Harbin Clinic wishes to expand their operations to the West of the current location to include a new building with parking on an approximate 5.3 acre parcel. The applicant, Tilley Properties Inc, is requesting that this parcel be rezoned from M-U to O-C to allow for a multi-story building approximately 34,000 square feet in size. The current zoning, M-U, prohibits buildings larger than 20,000 sq. ft. Staff recommends approval. Planning Commission recommends approval: 6-0

Mayor Santini opened the floor for a public hearing to anyone wishing to speak for or against Z17-03. With no one coming forward Mayor Santini closed the public hearing.

Motion to approve Z17-03 was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

Petition No. Z17-03

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 Tilley Properties. Property is located 150 Gentilly Boulevard, Cartersville, GA. Said property contains 5.3 acres located in the 4th District, 3rd Section, Land Lot 265 as shown on the attached plat Exhibit "A". Property is hereby rezoned from Multi-Use (MU) to Office-Commercial (OC). 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 21st day of December 2017.

ADOPTED this 4th day of January 2017. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

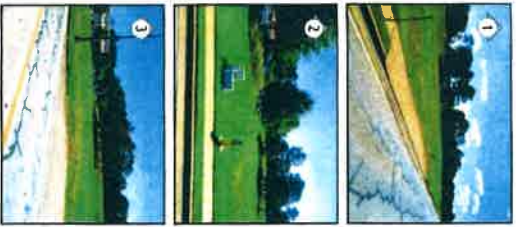
/s/ _____
Meredith Ulmer
City Clerk

Item # 1

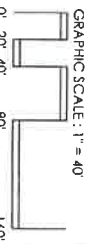
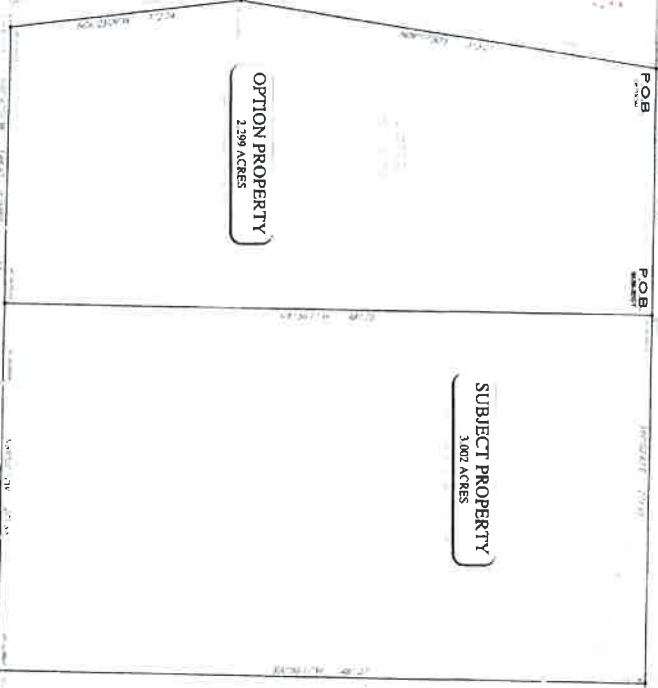
Item 1

AL 2006
GENTILLY STREET
80' PUBLIC RIGHT-OF-WAY

LINE TABLE	
LINE	LENGTH
1	1.002
2	2.299



PROPERTY DATA	
Area	3.299 Acres
Perimeter	1,002.00 Feet
Area	2.299 Acres
Perimeter	1,002.00 Feet



ALTA/NSPS LAND TITLE SURVEY FOR:
HARBIN PROPERTIES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
& COMMONWEALTH LAND TITLE INSURANCE COMPANY

LOCATED BLANK LOT 156,
4TH WARD, DISTRICT 10,
CITY OF CANTERBURY, HARTWICK COUNTY, GEORGIA



Surveyor's Name	Surveyor's License No.
Surveyor's Title	Surveyor's Signature

Legal Description - 3.002 Acres
That certain parcel of land, more particularly described as follows: ...
Legal Description - Option Property - 2.299 Acres
That certain parcel of land, more particularly described as follows: ...

Surveyed and Platted by: [Signature]
Date: [Date]

Surveyor's Certificate:
I, the undersigned, being a duly licensed Surveyor for the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.

Notary Public for the State of Georgia
My Commission Expires: [Date]

2. T17-01: Text Amendment to the Alcohol Ordinance. Chapter 26, Zoning, Article II- Interpretations and Definitions; Article IX- Commercial District Regulations; and, Article X- Commercial District Regulations.

Mr. Mannino stated The Zoning Ordinance must now be amended to accommodate said use to different non-residential zoning categories. The changes are as follows: Specify such facilities to the H-I, L-I, G-C, O-C, M-U, & DBD districts. Staff recommends approval and Planning Commission recommends approval, (6-0), with the following condition: Brewpubs may be located not less than one hundred yards from the property line of a Daycare Facility. Staff recommends the condition be taken care of through the Alcohol Control Board.

Mayor Santini opened the floor for a public hearing for anyone who wants to come forward to speak for or against T17-01; with no one coming forward Mayor Santini closed the public hearing.

Motion to approve T17-01 was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

Ordinance No. 03-18

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville that City of Cartersville Code of Ordinances, Chapter 26. Zoning, Article II- INTERPRETATIONS AND DEFINITIONS, Article IX-COMMERCIAL DISTRICT REGULATIONS and Article X-INDUSTRIAL DISTRICT REGULATIONS are revised as follows:

1.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE II- INTERPRETATIONS AND DEFINITIONS Section 2.2.2 DEFINITIONS is hereby amended by adding the following definition; the remaining provisions of Chapter 26 Section 2.2.2 shall remain in full force and effect:

“2.2.2. B

***Brewpub.* Any restaurant in which beer or malt beverages are manufactured or brewed, subject to the requirements of O.C.G.A. § 3-5-35 through § 3-5-38, except package sales do not count towards the required point of alcohol sales at said restaurant.”**

2.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE IX-COMMERCIAL DISTRICT REGULATIONS Section 9.2.2 is hereby amended by adding the following use; the remaining provisions of Chapter 26 Section 9.2.2 shall remain in full force and effect:

“9.2.2. Use regulations. Within the M-U district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

A. Permitted uses. Structures and land may be used for only the following purposes:

- Brewpub.”

3.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE IX-COMMERCIAL DISTRICT REGULATIONS Section 9.4.2 is hereby amended by adding the following use; the remaining provisions of Chapter 26 Section 9.4.2 shall remain in full force and effect:

“9.4.2. Use regulations. Within the DBD district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

A. Permitted uses. Structures and land may be used for only the following purposes:

- Brewpub.”

4.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE IX-COMMERCIAL DISTRICT REGULATIONS Section 9.5.2 is hereby amended by adding the following use; the remaining provisions of Chapter 26 Section 9.5.2 shall remain in full force and effect:

“9.5.2. Use regulations. Within the O-C district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

A. Permitted uses. Structures and land may be used for only the following purposes:

- Brewpub.”

5.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE IX-COMMERCIAL DISTRICT REGULATIONS Section 9.6.2 is hereby amended by adding the following use; the remaining provisions of Chapter 26 Section 9.6.2 shall remain in full force and effect:

“9.6.2. Use regulations. Within the G-C district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

- A. *Permitted uses.* Structures and land may be used for only the following purposes:
- Brewpub.”

6.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE X-COMMERCIAL DISTRICT REGULATIONS Section 10.1.2 is hereby amended by adding the following use; the remaining provisions of Chapter 26 Section 10.1.2 shall remain in full force and effect:

“10.1.2. *Use regulations.* Within the L-I district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

- A. *Permitted uses.* Structures and land may be used for only the following purposes:
- Brewpub.”

7.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia that the City of Cartersville Code of Ordinances, CHAPTER 26 ZONING, ARTICLE X-COMMERCIAL DISTRICT REGULATIONS Section 10.2.2 is hereby amended by adding the following use; the remaining provisions of Chapter 26 Section 10.2.2 shall remain in full force and effect:

“10.2.2. *Use regulations.* Within the H-I district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

- A. *Permitted uses.* Structures and land may be used for only the following purposes:
- Brewpub.”

8.

The remaining provisions of all sections stated are to remain as is and the additional uses herein are to be made part of the permitted uses in sections stated, which are to be re-alphabetized.

9.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

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

1. Z18-02: Rezoning of 518 N Gilmer St from L-I (Light Industrial) to R-7 (Single Family Residential).

Mr. Mannino stated the applicant/owner wishes to construct a home on the approximately 0.174 acre site that has been vacant since 2010. Despite being rezoned to Light Industrial many years ago, date is undetermined, a house was present until it was demolished in 2010. If granted, the rezoning to R-7 would allow a home appropriate in size for the North Towne area. Changing the zoning would also maintain compliance with the goals and initiatives of the North Towne area outlined in the 2010 Urban Redevelopment Plan. Planning Commission recommends approval: 5-0.

Mayor Santini opened the floor for a public hearing and invited anyone wishing to speak for or against Z18-02 to come forward and with no one coming forward the public hearing was closed.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. Z18-02

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 Christopher Brock. Property is located at 518 N Gilmer Street. Said property contains 0.174 acres located in the 4th District, 3rd Section, Land Lot 339 as shown on the attached plat Exhibit "A". Property is hereby rezoned from L-I (Light Industrial) to R-7 (Single Family Residential with 7,000 square foot lot minimum). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

Item # 1

**First Reading this January 18, 2018.
ADOPTED this the day of. Second Reading.**

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

F. Contracts/Agreements

1. Service Delivery Strategy Extension Request

Sam Grove, City Manager stated the deadline for submittal of a Service Delivery Strategy to the Georgia Department of Community Affairs (DCA) is February 28, 2018. An extension until June 30, 2018 is being requested in order to have the time necessary to receive updates from all jurisdictions within Bartow County. The City requests Council authorize Mayor Santini to sign the Department of Community Affairs Form 4 and Form 5 on behalf of the City of Cartersville.

Motion to approve the Service Delivery Strategy Extension Request was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

G. Resolutions

1. Intent to Finance Resolution

Bob Jones, Water Department Head stated the City passed an Intent to Finance Resolution on June 2, 2016 to allow the refunding of money spent on certain capital improvement projects prior to issuing debt. Due to the change in Council, time and list of projects, it is necessary to reconsider the resolution.

Approval of the resolution will allow the Water Department to move up the schedule of stabilizing the building foundation for High Service Pump Building Number 2 HSPB #2. If approved, the project will be advertised for bid in late January and construction would hopefully start in March.

A motion to approve the Intent to Finance Resolution was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote 4-0.

Resolution No.02-18

OFFICIAL INTENT RESOLUTION

Item # 1

WHEREAS, the City of Cartersville, Georgia (the “City”) expects to issue tax-exempt obligations in one or more series (collectively the “Obligations”) in an aggregate principal amount not presently expected to exceed \$60,000,000 to finance the costs of acquiring, constructing, and installing various capital improvements to the City’s water and sewer system (the “Project”); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys from any or all of its General Fund, and Water and Sewer System Fund (collectively the “Funds”) to pay expenditures related to the Project and reasonably expects that a portion of the proceeds of the Obligations will be used to reimburse each such fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to cause the proceeds of the Obligations to be used to reimburse the City for moneys from any or all of the Funds that were or will hereafter be used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cartersville, Georgia and it is hereby resolved by authority of the same, as follows:

1. The City declares its intent to cause the proceeds of the Obligations to be used to reimburse the City for moneys from any or all of the Funds that were or will hereafter be used to pay expenditures related to the Project.

2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 18th day of January 2018.

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

Attest:

**/s/ _____
Meredith Ulmer
City Clerk**

H. Bid Award/Purchases

1. Distribution & Collection System Material Restock

Mr. Jones stated the Distribution and Collection Division needs to restock various meter setting and repair material that has been depleted during the past year. Bids were received from the following three vendors: Kendall Supply \$6,883.50; Core & Main \$7,734.40; Ferguson Waterworks \$7,760.55. Mr. Jones recommended approval of the Kendall Supply quote in the

amount of \$6,883.50. This is a budgeted item and will be paid through account Maintenance to Meters and Settings account.

A motion to approve the Distribution & Collection System Material Restock was made by Council Member Cooley and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0.

2. Water Tank Cleaning and Inspection

Mr. Jones stated quotes were requested from three vendors for in service underwater storage tank inspection and cleaning. This is done on a regular basis to assess and maintain our four water storage tanks in the distribution system. The cleaning step is critical this year in advance of installing tank mixers in the AB Tank and Center Road Tank. If not clean, the mixers will suspend sediment in the tanks which will cause water quality issues. The following quotes were received: SE Diving Services, LLC \$14,100.00; Underwater Marine Services, LLC \$18,900.00; Pittsburg Tank & Tower Group \$40,500.00. Mr. Jones recommended approval of the SE Diving Service, LLC quote in the amount of \$14,100.00. This is a budgeted item and will be paid through account 505.3320.52.2380 – Maintenance to Mains.

A motion to approve SE Diving Service in the amount of \$14,100.00 was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote 4-0.

3. Water Storage Tank Mixers

Mr. Jones stated thermal stratification in water storage tanks is common and leads to reduced water quality and taste/odor complaints. While it is not a regulatory issue, the Water Department needs to begin installing tank mixers to combat stratification and the THM formation it promotes. Bids were requested from the two major tank mixing equipment companies for all necessary equipment and installation for one five million gallon and one three million gallon tank. The first tanks which will receive mixers are the Anheuser Busch Tank and the High Pressure System Tank located on Center Road. The bids received were as follows: Southeastern Tank / Medora Grid Bee Mixers \$23,728.00 and USGI Solutions/ Pax Water Technologies Mixers \$89,900.00.

Mr. Jones recommended approval of the Southeastern Tank / Medora bid in the amount of \$23,728.00. This project is a budgeted item which will be paid through the following two accounts: AB Tank Mixing Account and the Center Road Tank Mixing Account.

A motion to approve purchase of water storage tank mixers was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote 4-0.

4. Commercial Mowers for Grounds Crew

Tommy Sanders, Public Works Department Head stated the City obtained three local bids for a 60" riding and 36" walk-behind mower. The low bidder was Ag Pro providing prices

on John Deere mowers for a total of \$14,574.99 for the two mowers.

Public Works recommends an award to the low bidder. These mowers will replace a 2000 and 2001 model mower, this is a budgeted lease pool purchase item.

A motion to approve the purchase of Commercial Mowers for the Grounds Crew from Ag Pro was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote 4-0.

5. Barracuda Mail Archive Yearly Support

Dan Porta, Assistant City Manager stated the annual maintenance for the City's email archive with Barracuda is due in the amount of \$7,716.00. The email archive provides archiving of emails for 5 years as required by Georgia law. Mr. Porta recommended approval of this invoice.

Motion to approve the payment for the Barracuda Mail Archive Yearly Support in the amount of \$7,716.00 was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

6. Payment for Snow/Ice Storm Assistance

Don Hassebrock, Electric Department Head stated due to the severity of the snow/ice storm that occurred on December 8, 2017, the Electric Department knew we could not restore power within 24 hours and asked for assistance. The Cities of Calhoun, Griffin, and Newnan as well as Trees Unlimited assisted our city. The total invoices were \$58,992.30. Mr. Hassebrock asked Council to approve the payment of the invoices totaling \$58,992.30. This is not a budgeted item, but the Electric Department typically uses revenue accrued from previous years to pay for this assistance.

Motion to approve payment for the Snow/Ice Storm Assistance was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

7. Bid 17-011 Dellinger Park Entrance Sign Base and Columns

Greg Anderson, Parks and Recreation Department Head stated all required documentation was received the bid. Mr. Anderson recommended the low bid in the amount of \$31,365.00 from Steve Dutton Masonry. This project is funded by a GO Bond. Mr. Anderson requested Mayor Santini be authorized to sign all related documents.

Motion to approve Bid17-011 was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

8. Bid 17-014 Dellinger Shelter Area Drive and Sidewalks

Mr. Anderson stated bid documents for Bid 17-014, Dellinger Park Shelter Area Concrete Drive and Sidewalks were legally advertised and distributed. This project consists of forming/pouring/finishing concrete drive and sidewalks for the new covered pavilions. Cartersville Parks and Recreation Department will be providing the concrete for this project. Covered pavilions replacement is a GO Bond project, plus it will be partly funded with a \$100,000.00 Land, Water Conservation Fund grant.

All required documentation was received. Mr. Anderson recommended the low bid in the amount of \$6,300.00 from Elements of Construction, Inc. and requested Mayor Santini be authorized to sign all related documents.

Motion to approve Elements of Construction for Bid 17-014 was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

I. Change Order

1. Leake Mounds Trail

Mr. Anderson stated this request is for 2 areas of the Leake Mounds – Etowah River Walk Trail construction project. The first area is the entrance to the trailhead from State Highway 113/61. GADOT requires a minimum 25' turning radius at the entrance to the trailhead. Costs for entrance modification is referenced in Contract Modification #6, total amount of \$9,848.42, from Lewallen Construction.

The second area requiring contract modification is the pedestrian bridge. Costs for this is referenced in Contract Modification #5 in the amount of \$30,035.74 from Lewallen Construction. This change is required because of additional helical piers and an increase in size of the abutments.

There are additional testing costs for the pedestrian bridge from NOVA through Southland Engineering in the amount of \$7,252.40. Mr. Anderson recommended acceptance of Contract Modification #5 & #6, from Lewallen Construction totaling \$39,884.16, the Change-Order request from Southland Engineering in amount of \$7,252.40 and request Mayor Santini be allowed to sign all related documents.

Motion to approve the change orders for the Leake Mounds Trail – Etowah River Walk Trail was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

J. Contracts/Agreements

1. Anheuser Busch

Keith Lovell, City Attorney stated this contract is for operations and maintenance of their biogas line under the interstate. The City will be reimbursed for their costs.

Motion to approve the Anheuser Busch contract subject to approval of the Gas Department Head, City Manager and City Attorney was made by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

K. Other

1. Monroe County Taxes

Gary Riggs, Gas Department Head stated the attached bill in the amount of \$6,464.33, is for our gas in storage in Monroe County. Mr. Riggs recommended Council approval of this item.

Motion to approve payment of the Monroe County Taxes was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

2. State Fire Marshall Letter Authorization

Chief Scott Carter stated he respectfully requests authorization for Mayor to sign a letter to the Georgia State Fire Marshal. This letter verifies the request of our City to have our Fire Marshal and Assistant Fire Marshal deputized for fire scene investigations. This is an annual process that will occur the first Tuesday in February at the State Capitol during Firefighter Recognition Day. Our staff has been deputized each year since 2009. The Georgia Fire Marshal's office has changed procedures this year resulting in the need for this letter. Your positive consideration is appreciated.

Motion to approve the State Fire Marshall Letter Authorization was made by Council Member Roth and seconded by Council Member Hodge. Motion carried unanimously. Vote: 4-0.

L. Bid Award/Purchases

1. Tower Truck Repair, by City Garage

Chief Carter stated work to be done by City Garage includes extensive engine repair, brakes and tires on vehicle #414 Tower Truck in the amount up to and not to exceed \$21,000.00. This is a budgeted item in vehicle maintenance.

Motion to approve the Tower Truck Repair by the City Garage was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

Council Member Hodge made a motion to add 3 items to the agenda. The motion was seconded by Council Member Cooley and carried unanimously. Vote: 4-0.

Added Items:

1. Green Energy Certificates

Mr. Hassebrock stated green energy certificates are provided by Sterling Planet. Rates to purchase the certificates is increasing soon, but the current has been extended for 14 days to allow Aquafil to purchase the green energy certificates at the current price. Mr. Hassebrock requested the purchase be approved tonight in order to sell the certificates to Aquafil at the lower rate before the extension ends.

Motion to approve the purchase of the Green Energy Certificates from Sterling Planet for Aquafil was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

2. The Mercer Group Contract

Mr. Lovell stated he recommended approval of a contract for \$18,000 with The Mercer Group in order for them to provide services to the City. The Mercer Group will work to find City Manager candidates to be interviewed prior to the current City Manager's retirement.

Motion to approve the contract with The Mercer Group was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

3. City Charter Amendment

Mr. Lovell stated the City is recommended a Charter Amendment to change the position of City Manager to a contract employee. If this change is approved it will be advertised to meet all legal requirements.

Motion to approve the advertisement of amending the City Charter was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote:4-0.

M. Monthly Financial Statement

1. November 2017 Financial Report

Tom Rhinehart, Finance Department Head gave an overview of the monthly budget comparing November 2017 to November 2016.

A motion to adjourn the meeting was made by Council Member Cooley and needing no second. Motion carried unanimously. Vote: 4-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Item # 1



City of Cartersville

City Council Meeting
2/1/2018 7:00:00 PM
Cartersville High School Hurricanes

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	This proclamation will be presented to the Seniors on the Cartersville High School Football team to recognize them for their outstanding season.
City Manager's Remarks:	This proclamation is to honor the Seniors from the Purple Hurricane football team on their great season. No formal action is required by the City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
2/1/2018 7:00:00 PM
Board of Zoning Appeals Appointment**

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Kevin McElwee will be replacing David Caswell on the Board of Zoning Appeals and his term will expire June 30, 2019.
City Manager's Remarks:	Mr. McElwee is willing to serve on this Board and is being recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

2/1/2018 7:00:00 PM

Z18-02: Rezoning of 518 N Gilmer St from L-I (Light Industrial) to R-7 (Single Family Residential)

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The applicant/owner wishes to construct a home on the approximately 0.174 acre site that has been vacant since 2010. Despite being rezoned to Light Industrial many years ago (date is undetermined), a house was present until it was demolished in 2010. If granted, the rezoning to R-7 would allow a home appropriate in size for the North Towne area. Changing the zoning would also maintain compliance with the goals and initiatives of the North Towne area outlined in the 2010 Urban Redevelopment Plan. Planning Commission recommends approval (5-0).
City Manager's Remarks:	City Council approval of this rezone is recommended by the Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z18-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Chris Brock**

Representative: **Same**

Property Owner: **Chris Brock**

Property Location: **518 N. Gilmer Street**

Access to the Property: **Gilmer St and Aiken Street**

Site Characteristics:

Tract Size: Acres: **0.174 +/-** District: **4th** Section: **3rd** LL(S): **339**

Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **L-I (Light Industrial)**

Proposed Zoning: **R-7 (Single Family Residential. Min, 7,000sf lot)**

Proposed Use: **Single Family Residential**

Current Zoning of Adjacent Property:

North: **L-I (Light-Industrial)**

South: **L-I (Light-Industrial)**

East: **R-D(Residential Duplex)**

West: **L-I (Light-Industrial)**

The Future Development Plan designates the subject property as: **North Towne**

The Future Land Use Map designates the subject property as: **Commercial (GC, OC, P-S, DBD)**

ZONING ANALYSIS

Project Summary:

The applicant/owner wishes to construct a home on the site that has been vacant since 2010. Despite being rezoned to Light Industrial many years ago (date is undetermined), a house was present until it was demolished in 2010.

If granted the rezoning to R-7 would allow a home appropriate in size for the North Towne area. Changing the zoning would also maintain compliance with the goals and initiatives of the North Towne area outlined in the 2010 Urban Redevelopment Plan.

City Departments Reviews

Electric: Takes No Exception

Fibercom: Takes No Exception

Fire: Takes No Exception

Gas: Takes No Exception

Public Works: No comment.

Water and Sewer: Takes No Exception

Public Comments:

As of 1/3/18, no public comments have been received.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent properties to the north, south and west are zoned LI and, if redeveloped, may not be compatible with the proposed use; however, the LI zoning was assigned while the northern and southern properties were still residential, and currently, still maintain the original residential or vacant land use. The LI uses west of the property appear to be low impact as many of the buildings appear to be vacant, underutilized or used as office or warehouse space.

The R-D zoning and residential land use to the east is compatible with the proposed zoning and land use.
2. *The suitability of the subject property for the zoned purposes.*
The site was formerly used for residential. The home was demolished in 2010 (BP10-57 dtd 9-3-10).
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The land would be developed thereby increasing the property value of said property and adjacent property. The current L-I zoning has been in place for an undeterminable amount of time without development of light industrial uses.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned, but may conflict with the adjacent residential land uses and create issues for the transportation infrastructure.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential properties. The low impact nature of the current Light Industrial uses to the west may be suitable for the continued residential use.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning is not expected to have an adverse effect on the existing use or usability of the adjacent properties.

7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal generally conforms with the Future Development Map and Comprehensive Land Use Plan. The future land use map, last adopted in 2002, designates the said parcel as “commercial” despite having no other commercial properties in the adjacent area.

8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.

9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal is not expected to create a burden on public facilities or utilities.

North Gilmer Street can be categorized as either a local or minor collector street which is intended to provide connectivity between neighborhoods and other local or minor collector streets. Future implementation of the currently zoned Light Industrial properties may create an undue burden on streets in this area.

10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION:

The proposed zoning should have a lower impact to adjacent properties and on public facilities and utilities than the potential uses under the Light Industrial zoning. The proposed land use is consistent with the history of the property and adjacent properties. The proposed land use is also consistent with the Future Development Map and the goals and initiatives of the Urban Redevelopment Plan for the North Towne Area. Utilities for residential use are available at the site.

Staff recommends approval.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission recommends Approval (5-0).



City of Cartersville

PLANNING & DEVELOPMENT, PO BOX 1390, CARTERSVILLE, GA
(770) 387-5600

REVISED permit
to Demo /
New Construction

BUILDING PERMIT

Permit-No.	: BP10-57 DEMO	Permit-Date	: September 03, 2010
Location	: 518 N GILMER ST	Class of Work	: NEW CONST
Lot & Subdiv.	:	Res/NonRes.	:
Contractor	: MARIO CASTILLO	Type of Const.	: VI
SCL Number	:	Telephone	: 678-852-8200
Customer	:	Occupancy Group	: RES
Area	:	Valuation	: 15000
Census-Code	:	Fire-Sprinkler	:
		Public	:
Check No.	: CASH	Total	: \$100.00
Description	: To replace permit #BP10-57		

Item # 4

This permit becomes null and void if work or construction authorized is not commenced within six months, or if construction or work is suspended or abandoned for a period of six months at any time after work is commenced.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not, the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction of the performance of construction.

Separate permits are required for electrical, plumbing, heating, ventilating or air conditioning.

Permit Holder (Print) Mario Castillo Signature: [Signature]
ACCEPTED BY: [Signature] PLANS CHECKED BY: _____ APPROVED BY: [Signature]

21802

Character Areas - Future Development Map

- Civic Village
- Community Village Center
- Downtown Business District
- Highlands
- Historic Neighborhood
 - Atco Mill Historic Village
 - Cherokee - Cassville Historic District
 - Olde Town Historic District
 - West End Historic District
- Interchange Village
- Main Street Overlay District
- Mining
- Natural Conservation
- Neotraditional Neighborhood Villages
- Neighborhood Living
- North Towne Revitalization Area
- Parkway Corridor
- Regional Activity Center
- Suburban Living
- Summer Hill
- Tabernacle Church
- Tennessee Street Corridor
- Transitional Activity Village
- Workplace Center

Cartersville Parks & Recreation Facilities

1. Aubrey Street Recreation Complex
2. Baseball Complex
3. Civic Center
4. Clearwater Street Park
5. Deerfield Practice Fields
6. Dellinger Park
7. Douglas Street Park
8. Fite Street Park
9. Gymnastics Center
10. Gymnastics Plus
11. Jones Street Park
12. Pettit Creek Trail
13. Pine Mountain Recreation Area
 - East Side Trail Head
 - West Side Trail Head
14. Sam Smith Park
15. Soccer Complex

Cartersville School System

- A. Cartersville High School
- B. Cartersville Middle School
- C. Cartersville Elementary School
- D. Cartersville Primary School
- E. Cartersville Pre-K

Attachment number 1 in Page 7 of 19

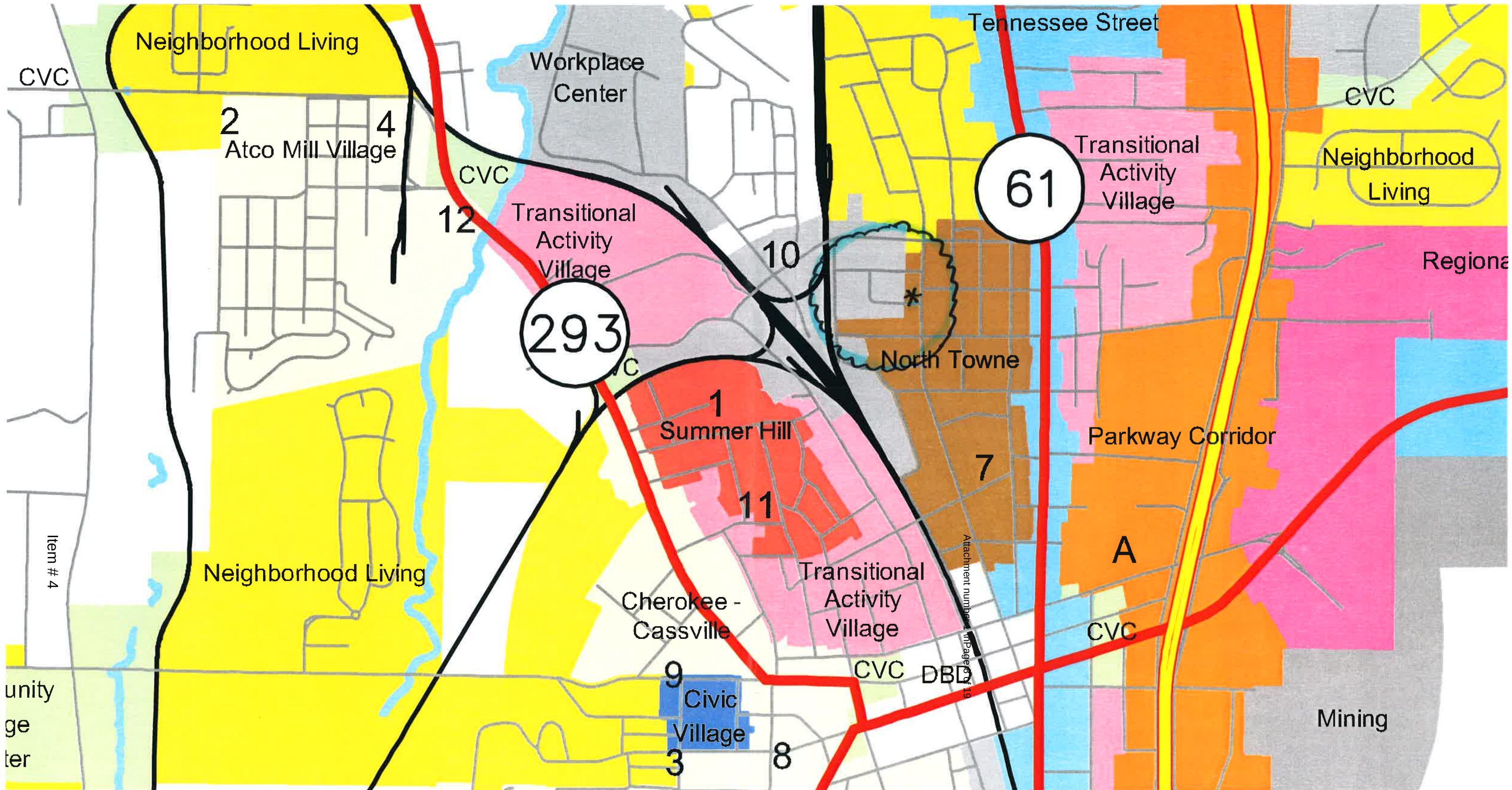


COBB COUNTY

Item # 4

BARTOW COUNTY

PAULDING COUNTY



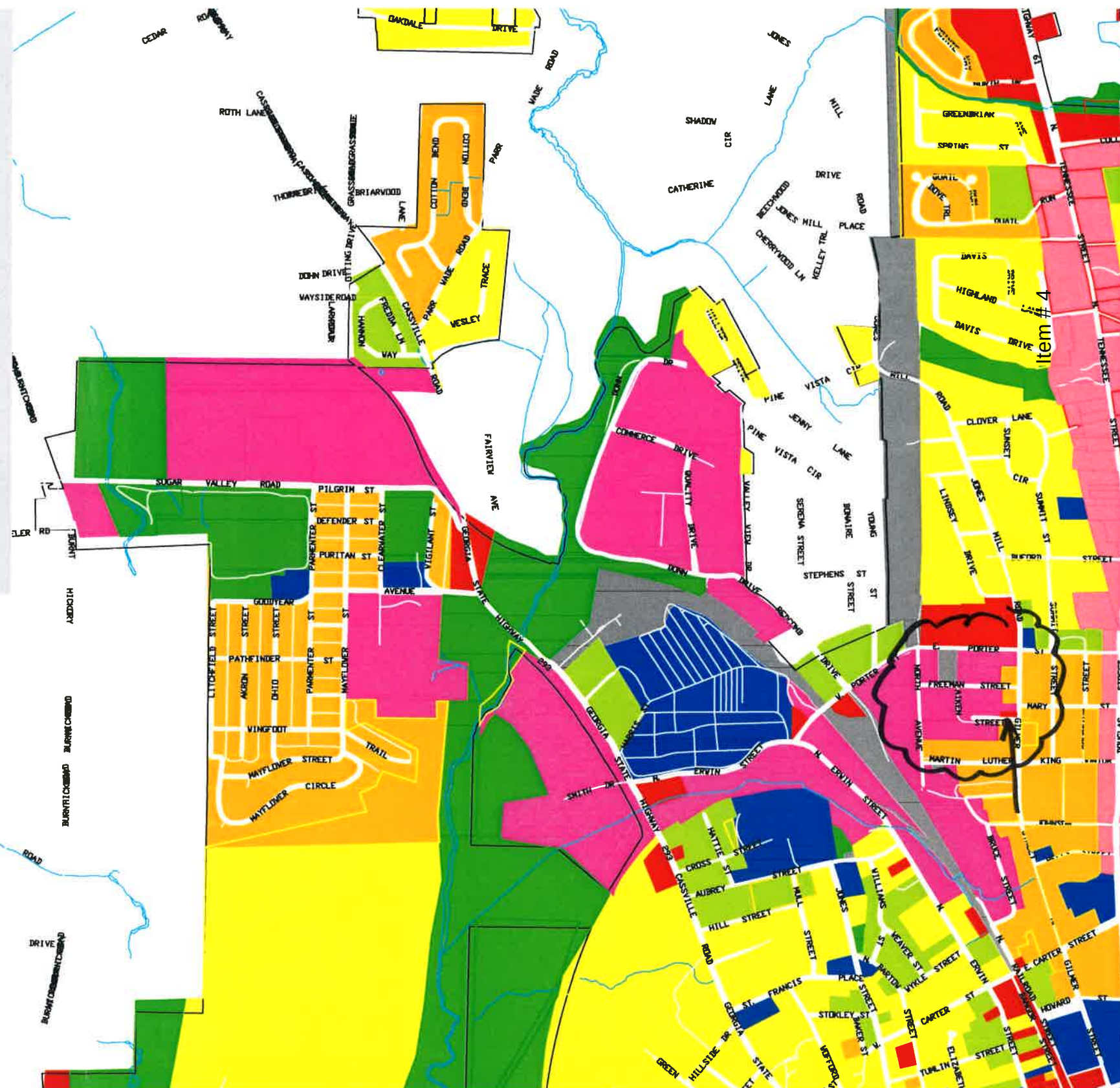
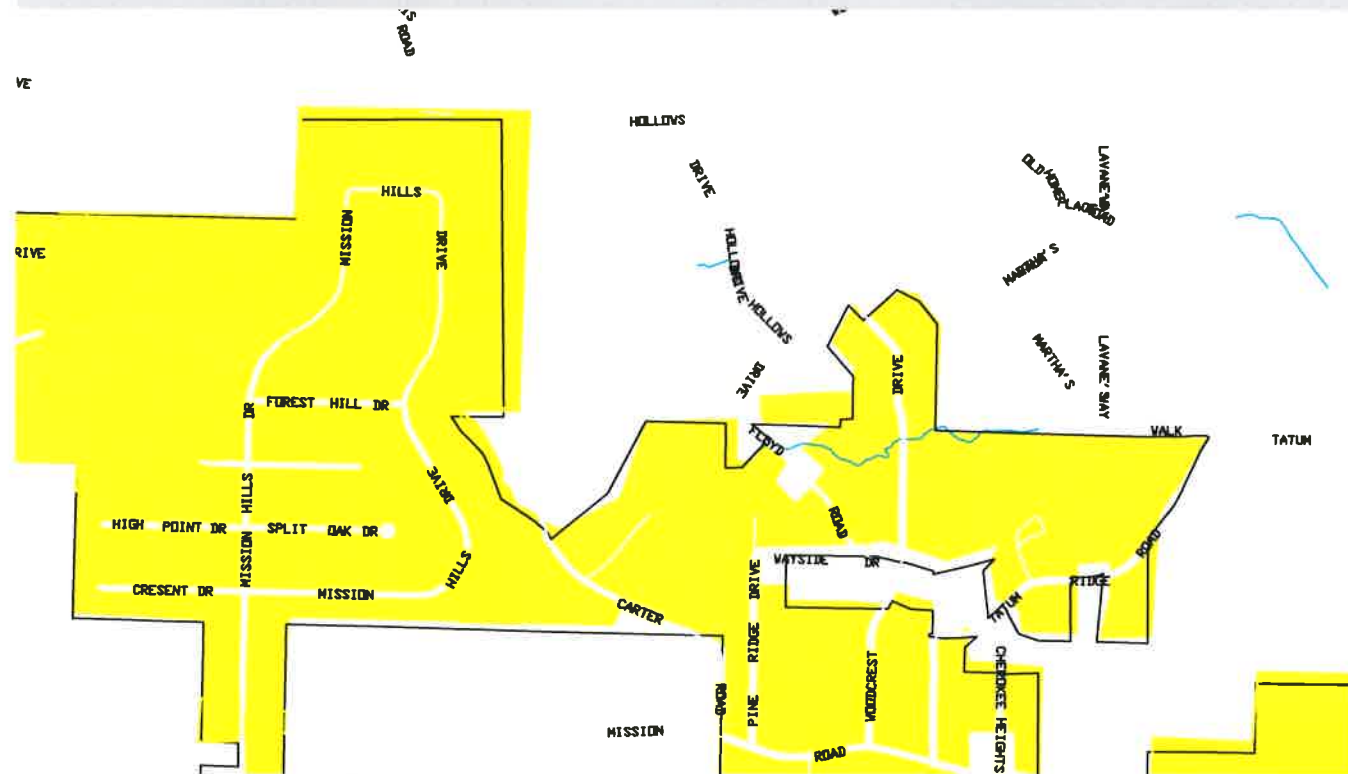
Z18-02

CITY OF CARTERSVILLE

Future Land Use Map (August 2002)

Attachment number 9 of 19

- Low Density Residential (R-15, R-20)
- Medium Density Residential (R-7, R-10)
- High Density Residential (MF-14, RA-12, R-D)
- Commercial (G-C, O-C, DBD, P-S)
- Commercial - Mixed Use (G-C, O-C, DBD, P-S, M-U, P-D)
- Industrial (H-I, L-I, MN)
- Trans/Com/Util. (Permitted in any District)
- Parks/Conser. (Permitted in any District)
- Public/Inst. (P-I, CEM)
- Floodplain



Application for Rezoning

City of Cartersville

Case Number: 21802

Date Received: 12/1/17

Public Hearing Dates:

Planning Commission 1/9/18 5:30pm 1st City Council 1/10/18 7:00pm 2nd City Council 2/1/18 7:00pm

Applicant <u>Chris Brock</u> (printed name)	Office Phone <u>N/A</u>
Address <u>3331 Hwy 411</u>	Mobile/ Other Phone <u>404-319-3934</u>
City <u>Cartersville</u> State <u>Ga</u> Zip <u>30131</u>	Email <u>chrisftractor@bellsouth.net</u>
Representative's printed name (if other than applicant) <u>N/A</u>	Phone (Rep) <u>N/A</u>
	Email (Rep) <u>N/A</u>
Representative Signature <u>N/A</u>	Applicant Signature <u>[Signature]</u>
Signed, sealed and delivered in presence of: <u>[Signature]</u> Notary Public	
	

Item # 4

* Titleholder <u>Chris Brock</u> (titleholder's printed name)	Phone <u>404-319-3934</u>
Address <u>3331 Hwy 411</u>	Email <u>chrisftractor@bellsouth.net</u>
Signature <u>[Signature]</u>	
Signed, sealed, delivered in presence of: <u>[Signature]</u> Notary Public	
	

Present Zoning District <u>Light Industrial</u>	Requested Zoning <u>Residential</u>
Acreage <u>.174</u> Land Lot(s) <u>339</u>	District(s) <u>4th</u> Section(s) <u>3rd</u>
Location of Property: <u>518 N. Gilmer St. Cartersville</u> <u>Corner of Gilmer & Aiken</u> (street address, nearest intersections, etc.)	
Reason for Rezoning Request: <u>see attached statement</u>	
(attach additional statement as necessary)	

* Attach additional notarized signatures as needed on separate application pages.

Reason for Rezoning Request:

518 N. Gilmer Street, Cartersville, Ga. 30120 had a residence on the property that was removed prior to my ownership. Part of the original foundation remains. The property has not been used for light industrial purposes at any point to my knowledge. My intention is to build another residential structure on this lot. This lot is surrounded by residences on Gilmer Street, including the residence we own at 514 Gilmer Street. This home is directly across Aiken St. from the lot I am requesting rezoning on.

FILED IN OFFICE
08/27/2013 03:33 PM
BK:2639 PG:826-826
MELBA SCOGGINS
CLERK OF SUPERIOR
BARTOW COUNTY

Melba Scoggins

REAL ESTATE TRANSFER T
AX
PAID: \$8.00

Return Recorded Document to:
F. LEE PERKINS, P.C.
327 E. MAIN ST.
CARTERSVILLE, GA 30120
File #L13441

PT61 008-2013-003915

STATE OF GEORGIA
COUNTY OF BARTOW

WARRANTY DEED

This Indenture made this 22nd day of August, 2013 between MARSHALL WOODS, as party or parties of the first part, hereinafter called Grantor, and CHRIS BROCK, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 339, of the 4th District, 3rd Section 33 of Bartow County, Georgia; and being that certain 0.174 acres, as per plat recorded in Plat Book 71, Page 105, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof.

Subject Property Address: 518 N. GILMER STREET, Cartersville, Georgia 30120

Parcel ID: C010-0002-001

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

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

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

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Carla Jordan
Witness

Marshall Woods (Seal)
MARSHALL WOODS

[Signature]
Notary Public



(Seal)

Item # 4

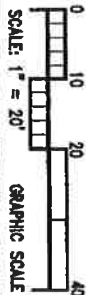


100 Aiken, LLC
DB/2350; PG/1.9
PB/4.7; PG/1.06

LOT 33
JOHN W. HODGE ESTATE

DEKRA BARTOW COUNTY
CLERK OF SUPERIOR COURT
By: [Signature]
Dated: 2010/11/15

PART BELL, OKA



SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
100 N. 7TH ST., CANTERBURY, GA 30110
RE: 7/10/10 R/S 7/10/10

IPF = IRON PIN FOUND
IPF = IRON PIN SET
OTF = OPEN TOP PIPE
CTF = CRIMPED TOP
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY
A or L = AREA LENGTH
LL = LAND LOT
LL = LAND LOT LINE
PP = POWER POLE
-X- = FENCE LINE
CH = CHORD
N/F = NOW OR FORMERLY

BOUNDARY SURVEY FOR:

MARIO CASTILLO

LOCATED IN LAND LOT 339
4TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GEORGIA

DATE: JUNE 17, 2010 REV: JOB NO: 10066

7# 1001

WILLIAM GUY TATE
DB/2105; PG/1.4
PB/4.7; PG/1.06

LOT 100
JOHN W. HODGE ESTATE

N42°15'07"E 50.96'

148.41'

RP (PLAT ROW)

N02°15'07"E 50.96'

TOTAL
0.174 ACRES



PORCH

S 01°50'24" W 50.97'

CONCRETE SIDEWALK

N87°13'30"W 148.78'

148.78'

GENERAL NOTES

1. ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSEST APPROXIMATION OF 1" IN 10,000 FEET, AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS NOT ADJUSTED.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 50,000 FEET.
4. EQUIPMENT USED: TOPCON, SOKKIA, TOTAL STATION, WITH DATA COLLECTION.
5. RIGHTS OF WAY ARE BASED UPON PMS FROM ADOPTED ORDINANCES OF THE CITY OF PALM BEACH.

AIKEN STREET 50' R/W

GILMER STREET 50' R/W



CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 8.1.17

Date Two Years Prior to Application: 8.1.15

Date Five Years Prior to Application: 8.1.12

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	☐	☒
Council Member:		
Ward 1- Kari Hodge	☐	☒
Ward 2- Jayce Stepp	☐	☒
Ward 3- Louis Tonsmeire, Sr.	☐	☒
Ward 4- Lindsey McDaniel, Jr.	☐	☒
Ward 5- Dianne Tate	☐	☒
Ward 6- Taff Wren	☐	☒
Planning Commission		
Sandra Cline	☐	☒
Harrison Dean	☐	☒
Robert Ed Hicks	☐	☒
Lamar Pendley	☐	☒
Lamar Pinson	☐	☒
Travis Popham	☐	☒
Jeffery Ross	☐	☒

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

Chris Brock 8.1.15
Signature Date

Chris Brock
Print Name



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Item # 4

Parcel ID	C010-0002-001	Alternate ID	33260	Owner Address	BROCK CHRIS
Sec/Twp/Rng	n/a	Class	Residential		129 LINDARD
Property Address	518 GILMER ST	Acreage	n/a		EUHARLEE GA 30120
	Cartersville				
District	Cartersville				
Brief Tax Description	LL 339 D 4.174ac PLAT 71-105				
	(Note: Not to be used on legal documents)				

No data found for parcel C010-0002-001.

Z18-02 518 N. Gilmer St



AFFP

#6977 518 North Gilmer St

Affidavit of PublicationSTATE OF GEORGIA }
COUNTY OF BARTOW }

SS

Alan Davis, being duly sworn, says:

That he is Publisher of the The Daily Tribune News, a daily newspaper of general circulation, printed and published in Cartersville, Bartow County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

December 21, 2017

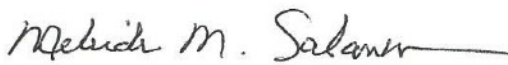
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Publisher

Subscribed to and sworn to me this 21st day of December 2017.



Melinda M. Salamon, Office Manager, Bartow County, Georgia

My commission expires: July 09, 2019

01124284 00131664

City of Cartersville/29100
P.O. Box 1390
Cartersville, GA 30120



NOTICE OF PUBLIC HEARING

The City of Cartersville Planning Commission will hold a public meeting on January 9th, 2018 at 5:30 p.m. in the City Hall Council Chambers, 3rd Floor, City Hall at 10 North Public Square, Cartersville, Georgia.

The Planning Commission will review an application by Chris Brock requesting a change in zoning from L-I (Light Industrial) to R-7 (Single Family Residential) for property located at 518 N. Gilmer Street in Land Lot 339 of the 4th District, 3rd Section. Tax parcel ID. C010-0002-001. Said property contains 0.174 +/- acres.

The Cartersville City Council will hold the first reading on January 18th at 7:00 p.m. in the City Hall Council Chambers to consider the recommendation of the Planning Commission on the above mentioned application. The Cartersville City Council will have a second reading and final action on said application on February 1st, at 7:00 p.m. in the City Hall Council Chambers.

Please contact the City of Cartersville Planning & Development Department at City Hall, 2nd Floor, 10 North Public Square, Cartersville, Georgia 30120 or (770) 387-5600 to receive information on the filing thereof.

If you have interest in the proposed rezoning as stated above, you are encouraged to attend the meetings as stated herein.

CITY OF CARTERSVILLE
Case # Z18-02

12/21/17
#6977

Z18-02

518 N. Gilmer St

Site Images

dtd 1-3-18



Z18-02 518 N. Gilmer St Site Images dtd 1-3-18



Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

Petition No. Z18-02

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 Christopher Brock. Property is located at 518 N Gilmer Street. Said property contains 0.174 acres located in the 4th District, 3rd Section, Land Lot 339 as shown on the attached plat Exhibit "A". Property is hereby rezoned from L-I (Light Industrial) to R-7 (Single Family Residential with 7,000 square foot lot minimum). 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 January 18, 2018.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
2/1/2018 7:00:00 PM
Joint Comprehensive Plan Update

SubCategory:	Resolutions
Department Name:	Planning and Development
Department Summary Recommendation:	The Georgia Planning Act of 1989 requires local governments to update their local comprehensive plan every ten years. The City's plan was last adopted in 2007. Adoption of the plan update is required to maintain Qualified Local Government status, which is tied to eligibility for state loans, grants, and technical assistance. The Northwest Georgia Regional Commission has prepared and submitted a joint plan update for Bartow County and all cities of Bartow County, including the City of Cartersville, that was approved by the Georgia Department of Community Affairs. Bartow County held a public hearing on November 15th, and Cartersville held a public hearing on November 16th regarding the draft plan. The Plan update must be adopted by February 28, 2018. Bartow County and all the other Cities within the County have approved the adoption resolution. Staff recommends approval of said joint plan and subsequent adoption resolution.
City Manager's Remarks:	The City Council previously held a public hearing on the draft Comprehensive Plan update and now the City Council needs to formally approve these changes. The Comprehensive Plan update is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**A RESOLUTION
TO ADOPT THE**

**Bartow County and Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston,
Taylorsville and White Joint Comprehensive Plan 2018-2028**

Whereas, the Georgia Planning Act of 1989 requires local governments to develop and maintain a comprehensive plan to retain their Qualified Local Government status and eligibility for State permits, grants, and loans; and

Whereas, the Bartow County and Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White Joint Comprehensive Plan 2018-2028 is now complete; and

Whereas, such Joint Comprehensive Plan Update is approved by the Georgia Department of Community Affairs as meeting Georgia's Minimum Planning Standards and Procedures (effective March 1, 2014); and

Whereas, the second and final public hearing on the draft plan was held on Wednesday, November 15, 2017 at 10:00 am in the Commissioner's Conference Room, 135 W. Cherokee Ave., Suite 251, Cartersville, GA 30120 and followed by a City of Cartersville Public Hearing on Thursday November 16th, 2017 at 7:00 pm in Council Chambers, 10 N. Public Square, Cartersville, GA.

Now Therefore Be It Resolved, that the Mayor and City Council of the City of Cartersville hereby officially adopt the Bartow County and Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White Joint Comprehensive Plan 2018-2028.

Resolved, this 1st day of February, 2018.

BY:

Matt Santini
Mayor, City of Cartersville

ATTEST:

Meredith Ulmer, City Clerk
City of Cartersville



City of Cartersville

City Council Meeting
2/1/2018 7:00:00 PM
2018 Festival Zones

SubCategory:	Resolutions
Department Name:	DDA
Department Summary Recommendation:	This resolution is to establish festival zone dates for the 2018 events calendar. This format was established in 2017 to reduce the number of overall requests made to Council for festival zones. Staff recommends approval of festival zone dates pending receipt of all required permits from the City Clerk/Planning & Zoning.
City Manager's Remarks:	The City Council must approve of any festival zones within the city and to expedite approval of planned festival zone events for 2018 in downtown Cartersville, the DDA is requesting approval of the 2018 Festival Zone Resolution. I recommend approval of this resolution.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No. - _____

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

February 26 – Monday – DDA Annual Meeting (Taverna patio, 6-8pm)
 March 16 – Saturday – Celtic Family Festival (Bartow History Museum patio)
 March 23 – Friday – Butch Walker Autumn Leaves concert (Grand Theatre, 5-9pm)
 March 24 – Saturday – Butch Walker Autumn Leaves concert (Grand Theatre, 5-9pm)
 April 7 – Saturday – BBQ & Brews (downtown square, all day)
 May 5 – Saturday – Cartersville Cruise In (Friendship Plaza & Founders Oak, 4-8pm)
 May 10 – Thursday – Art Unveiling Preview (Under the Bridge, 1-4pm)
 May 12 – Saturday – Downtown Fine Art Market (Friendship Plaza, 12-7pm)
 May 19 – Saturday – Music for Hope (Friendship Plaza, time TBD)
 June 2 – Saturday – Cartersville Cruise In (Friendship Plaza & Founders Oak, 4-8pm)
 June 16 – Saturday – Music by the Tracks (Friendship Plaza, 5-9pm)
 July 7 – Saturday – Cartersville Cruise In (Friendship Plaza & Founders Oak, 4-8pm)
 July 21 – Saturday – Music by the Tracks (Friendship Plaza, 5-9pm)
 August 4 – Saturday – Cartersville Cruise In (Friendship Plaza & Founders Oak, 4-8pm)
 August 18 – Saturday – Music by the Tracks (Friendship Plaza, 5-9pm)
 August 25 – Saturday – Backpack Buddies 5K (Friendship Plaza, 8am-12pm)
 September 1 – Saturday – Cartersville Cruise In (Friendship Plaza & Founders Oak, 4-8pm)
 September 15 – Saturday – Fall Pub Crawl & Music by the Tracks (Friendship Plaza)
 October 20 – Saturday – Bluegrass & Folk Festival (downtown square)
 December 15 – Saturday – Christmas Karaoke (Friendship Plaza)

WHEREAS, the DDA Board recommends that these events be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board and staff will, in conjunction with event staff and volunteers, keep those with alcoholic beverages inside the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Downtown Cartersville 2018 Events Calendar, as planned and implemented by the DDA, and

approved by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 1st day of February 2018.

/s/_____
Matt Santini
Mayor

ATTEST:

/s/_____
Merideth Ulmer
City Clerk



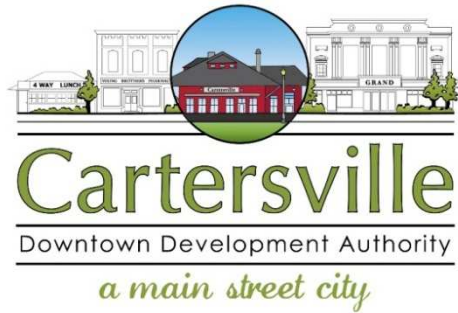
City of Cartersville

City Council Meeting

2/1/2018 7:00:00 PM

Discussion of downtown event rental policies

SubCategory:	Discussion
Department Name:	DDA
Department Summary Recommendation:	The DDA would like to expand the current policy on rental of city property in the downtown district to include all feasible city property (parking lots, under the bridge, etc) as part of the rental agreement so that requirements for fees and insurance can be applied equally across the board no matter where an event is held downtown.
City Manager's Remarks:	DDA currently manages the rental of city property within the downtown business district and due to some recent inquiries/usage of downtown city property, staff needs some direction as to city policy for these requests. The recommendation being proposed is for DDA to manage the rental of the city owned property in the downtown business district, which will require the renter to complete the attached application which requires liability insurance, an indemnification and hold harmless waiver and charges a fee to offset city expenses. I approve the recommendation for DDA to manage the rental of these city owned properties.
Financial/Budget Certification:	
Legal:	
Associated Information:	



FACILITY RENTAL GUIDELINES

Downtown facilities are available for rent through the Downtown Development Authority. Organizations within the historic downtown district may rent downtown facilities at no cost up to four times per year. Non-profit organizations may receive 50% off rental fees with proof of 501(c)(3) or (c)(6) tax exempt status.

Available Facilities

Facility	Cost (full/half day)	Availability	Includes
DDA Board Room	\$25/50	As available	12 person board table
Friendship Plaza	\$100/\$150	As available	24'x20' pavilion, 200 person amphitheater, entire plaza area, (can include parking lot by arrangement)
Founders Oak Lot	\$100/\$150	As available	Large 49 spot parking area with grassy verge, 2 picnic tables, and fountain
Under the Bridge	\$100/\$150	As available	Area under the bridge adjacent to Founders Oak Lot
North Wall Street Lot	\$100/\$150	By special arrangement	55 spot parking area in front of North Wall Street businesses (by Grand Theatre)
South Wall Street Lot	\$100/\$150	By special arrangement	47 spot parking area in front of South Wall Street businesses (by Mellow Mushroom)
Other areas of downtown	\$100/\$150	By special arrangement	To include, as appropriate, all side streets, parking lots, and other areas owned by the city

Add-ons

Item	Cost	Quantity Available
60 inch round tables	\$10/table	10
White folding chairs	\$2/chair	80
2x6 metal display panels for merchandise & artwork	\$5/panel	40
DDA bathroom facilities	\$25/event	N/A
Electricity	\$25/event	N/A

Deposits

Type	Cost	Refundable
Less than 100 people	\$50	Based on clean-up
More than 100 people	\$100	Based on clean-up
Key Deposit	\$100	Upon return of key

Any damage that exceeds the cost of the deposit will be charged to the sponsoring organization at the rate of material and labor costs.

In order to have the deposit refunded all trash must be placed in the lidded rolling trash cans located at end of Founder's Oak Parking lot, near the Church Street Bridge or dumpsters next to firehouse. All spills must be cleaned and all facilities, restrooms, and parking lots must be left clean and free of debris. All keys must be returned and all lights turned off.

Additional Rules and Regulations

1. All reservations are made on a first come, first served basis.
2. Reservations may be made up to 1 year in advance of event, based on availability.
3. Reservations are NOT guaranteed until ALL paperwork is approved by DDA staff and security deposit is received.
4. All rental applicants must provide a rider for liability insurance at least 30 days in advance of the event listing City of Cartersville as additional insured with at least \$1,000,000 of coverage.
5. Deposit, rental fee, and insurance MUST be paid/provided no later than 30 days before the event.
6. Events that have not produced required payment and/or rental documentation 30 days prior to event will be subject to cancellation.
7. Changes or cancellations must be made at least thirty (30) days in advance of the event in order to receive refund (less a \$10.00 processing fee).
8. The DDA Manager reserves the right to deny approval of any application provided that it is no more than one (1) week after receipt of documentation.
9. The DDA Manager reserves the right to revoke reservations for issues such as failure to comply with this policy or any determination that use of the facility presents a danger to the public or the City.
10. Any violation of this policy or any City ordinance may result in forfeit of deposit and in sponsoring organization being banned from use of downtown facilities for future events.
11. Businesses within the historic downtown district do not have to pay rental fees unless the business exceeds four (4) events in one calendar year. 501(c)(3) & (c)(6) non-profit organizations are eligible for reduced rates with proof of non-profit status.
12. All events are to end by 11:00 p.m. unless alternate arrangements are made in advance with the DDA.
13. No parking fees can be charged to attend event.
14. All trash must be placed in lidded rolling trashcans or dumpster receptacle next to old Fire Station at end of event. The open metal trash cans on site are NOT to be left full of trash.
15. There are NO storage facilities at the Cartersville Welcome Center/DDA. ALL decorations, sound equipment, food, et cetera must be brought in the day of the function and removed at the end of the rental period. The DDA accepts no responsibility for items left of premises.

The Cartersville DDA is open Monday through Saturday from 10 AM to 4 PM. If renting facilities at times other than when normally open arrangements must be made with the DDA for access to facilities.



City of Cartersville Special Events Permit

Page 1 of 5

Applicant and Sponsoring Organization Information	
NAME (of individual completing application):	
STREET ADDRESS:	
CITY / STATE / ZIP CODE:	
DAY PHONE:	FAX NO.:
E-MAIL ADDRESS:	
SPONSORING ORGANIZATION:	☐ NON-PROFIT ☐ GOVT. ☐ OTHER
STREET ADDRESS:	DAY PHONE:
ORGANIZATION WEBSITE:	
CONTACT PERSON "ON SITE" DAY OF EVENT:	CELL PHONE
IS THIS A FIRST TIME EVENT? YES NO IF NO, HOW MANY YEARS:	
IF HELD BEFORE, WHERE AND WHEN?	

Event Information		
TYPE OF EVENT (CHECK ALL THAT APPLY): FESTIVAL _____ CONCERT/MUSIC _____ OTHER _____		
IF "OTHER," PLEASE SPECIFY:		
EVENT LOCATION AND TITLE:		
DATE:		
EVENT HOURS:	START:	END:
SET-UP:	DATE:	TIME:
BREAK DOWN:	DATE:	TIME:
EXPECTED ATTENDANCE:	PARTICIPANTS:	SPECTATORS:



City of Cartersville Special Events Permit

Page 2 of 5

Event Description

BRIEFLY EXPLAIN EVENT AND ACTIVITIES. INCLUDE PURPOSE OF THE EVENT AND ATTACH SITE PLAN INCLUDING LOCATION OF STAGE, PORTOLETS, VENDOR BOOTHS, ETC.

EVENT WEBSITE:

Event Details

ATTACH A SCHEDULE OR BROCHURE OF ALL ACTIVITIES ASSOCIATED WITH THE EVENT

WILL ITEMS OR SERVICES BE SOLD AT THE EVENT? YES ☐ NO ☐

PROVIDE A LIST OF ALL VENDORS:

WILL EVENT HAVE AMPLIFIED SOUND? YES ☐ NO ☐

IF YES, PLEASE DESCRIBE:

WILL VENDORS BE COOKING OR HEATING FOOD? YES ☐ NO ☐

TYPE OF EVENT? FOR PROFIT ☐ NOT FOR PROFIT ☐ CHARITABLE ☐

WILL THERE BE ANY FENCED AREAS? YES ☐ NO ☐

IF YES, PLEASE DESCRIBE:

The City of Cartersville does not rent or provide fencing. If posts are needed that require digging, applicant is responsible for calling 811 (Call before you dig, locate services)

Cleanup/Sanitation

What is your clean-up plan during and after the event?

Contact the City of Cartersville to arrange for trash and recycling collection at 770-387.5602. Pick-up and disposal fees may be applicable.

Restroom Facilities

The event must provide restroom facilities. The city recommends one toilet and one handicap unit for every 250 attendees, or portion thereof. At least one handicap unit is required.

WILL YOU USE/RENT THE DDA RESTROOM FACILITIES: YES ☐ NO ☐

IF USING A PORTOLET COMPANY, WHICH COMPANY IS BEING USED:



City of Cartersville Special Events Permit

Page 3 of 5

Insurance

A certificate of insurance must be filed with the City of Cartersville ten working days before the event. The city requires all certificates to be submitted on a standard ACORD form. The City of Cartersville must be listed as additional insured with respect to general liability. A minimum of \$1,000,000 liability insurance is required.

Insurance form attached. ☐

Street Closure Information: Street closures must be approved by Police, Fire, and Public Works in advance of event.

NAMES OF STREETS TO BE CLOSED:

BETWEEN

AND

BETWEEN

AND

BETWEEN

AND

BETWEEN

AND

WILL ANY DOWNTOWN BUSINESSES BE IMPACTED? YES ☐ NO ☐

The event organizer is responsible for notifying affected businesses and residents of street closures.

TYPE OF STREET CLOSURE? COMPLETE ☐ ROLLING ☐

WHY ARE YOU REQUESTING THIS STREET CLOSURE?

TIME OF STREET CLOSURE:

DESCRIBE YOUR NOTIFICATION PLAN AND ATTACH A COPY TO THIS APPLICATION:

Security Needs

PLEASE DESCRIBE YOUR SECURITY NEEDS FOR THE EVENT.

Final determination on officer needs will be made by the City of Cartersville.

I WILL HIRE CITY OF CARTERSVILLE OFFICERS FOR THIS EVENT. ☐

The rate for City of Cartersville officers is \$45 per hour per officer, minimum of four (4) hours per officer. Please call 770.382.2526 to arrange for police security.

Item # 7



City of Cartersville Special Events Permit

Page 4 of 5

Return of Damage/Cleanup Deposit

After the event the rental area(s) will be inspected and if found to be in pre-event condition, the deposit fee will be returned via mail.
Deposit will be returned to applicant unless otherwise indicated.

Agreement and Signature

Your damage/cleanup deposit is required to hold your reservation and must be submitted no later than 30 days before the event. (Please see the rental guidelines form for all fee and rental prices). Applications may be submitted a maximum of one year in advance and **must** be made a minimum of 30 business days in advance. Only one application will be approved per requested date.

I, THE UNDERSIGNED REPRESENTATIVE, HAVE READ THE RENTAL GUIDELINES INCLUDING ALL RULES AND REGULATIONS WITH REFERENCE TO THIS APPLICATION AND AM DULY AUTHORIZED BY THE ORGANIZATION TO SUBMIT THIS APPLICATION ON ITS BEHALF. THE INFORMATION HEREIN IS COMPLETE AND ACCURATE.

NAME (PRINTED):

SIGNATURE:

DATE:

☐ RENTAL DEPOSIT IS ENCLOSED.

SEND YOUR COMPLETED APPLICATION TO:

Downtown Development Authority
Attn: Special Events Coordinator
1 Friendship Plaza Cartersville, GA 30120
770-607-3480

Special Instructions per Fire Chief:

Special Instructions per Police Chief:



City of Cartersville Special Events Permit

Page 5 of 5

Indemnification and Hold Harmless

Subject to the granting of all permits required by the City of Cartersville, the City of Cartersville authorizes

(Special Events Applicant)

to utilize the site(s) known as

for the purposes of conducting the activities described in the special events permit application.

The Special Events Applicant agrees that the City of Cartersville assumes no responsibility or liability for any defects or other conditions of the site(s), whether the conditions are known or unknown to either party, and/or discoverable by either party. The Special Events Applicant agrees to assume the risk for any and

all defects and/or other conditions, whether these defects or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party, and/or known or unknown to either party.

Indemnification. _____ (the "Indemnifying Party") agrees to indemnify, hold harmless and defend City of Cartersville, Georgia, and their officers, directors, agents, servants and employees ("Indemnities") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law, ordinance or regulation of or by any of the Indemnifying Party's employees, agents, officers, invitees and/or representatives. Such indemnification by the Indemnifying Party shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of City of Cartersville.

I, the undersigned representative, have read the Indemnification and Hold Harmless and am duly authorized to sign this clause on behalf of Special Events Applicant

BY:

TITLE:

DATE:

Office Use Only:

Date Received: _____ Deposit Amount: _____

Approved By: _____ Date: _____

Insurance Form Received: _____ Police & Fire Approval: _____ Date: _____

Deposit Returned: Yes _____ No _____ Remaining fee to be paid: _____ **Item # 7**

APPLICANT NAME Anchor Ministries Inc. PHONE NUMBER: Work 770-596-3805
APPLICANT ADDRESS: Cell 478 960-1480
Street P.O. Box 4193 Home _____
PO Box _____ FAX _____
City Cartersville State GA Zip 30120 EMAIL ADDRESS: anchorministries41@gmail.com

Name of Organization _____ PHONE #: _____
Head of Organization Bobby Lawrence FAX #: _____
Address of Organization: Street _____ WEBSITE: anchormin.com
PO Box _____
City _____ State _____ Zip _____

Chairperson for Event/Parade: Bobby Lawrence

Day Time Phone: 478-960-1480

Cell Number: 770-596-3805

Email: anchorministries4u@gmail.com

Will this event/parade require the use of:

Friendship Plaza:

Train Depot:

Amphitheater:

***City Hall Parking Lot:**

*City Hall parking lot is not available on Wednesday or Saturday until after Noon from April through October

Event/Parade Name: _____

Date of Event/Parade: 3/31/18

Assembly Location: Under the Bridge

Set Up or Assembly Time: **AN/PM**

Start Time: 12:00 AM/PM

Finish Time : AM/PM

IF PARADE, please indicate if you will use: **Full width of Street**

One direction only of street

Approximate number of persons, animals, or vehicles in parade: _____

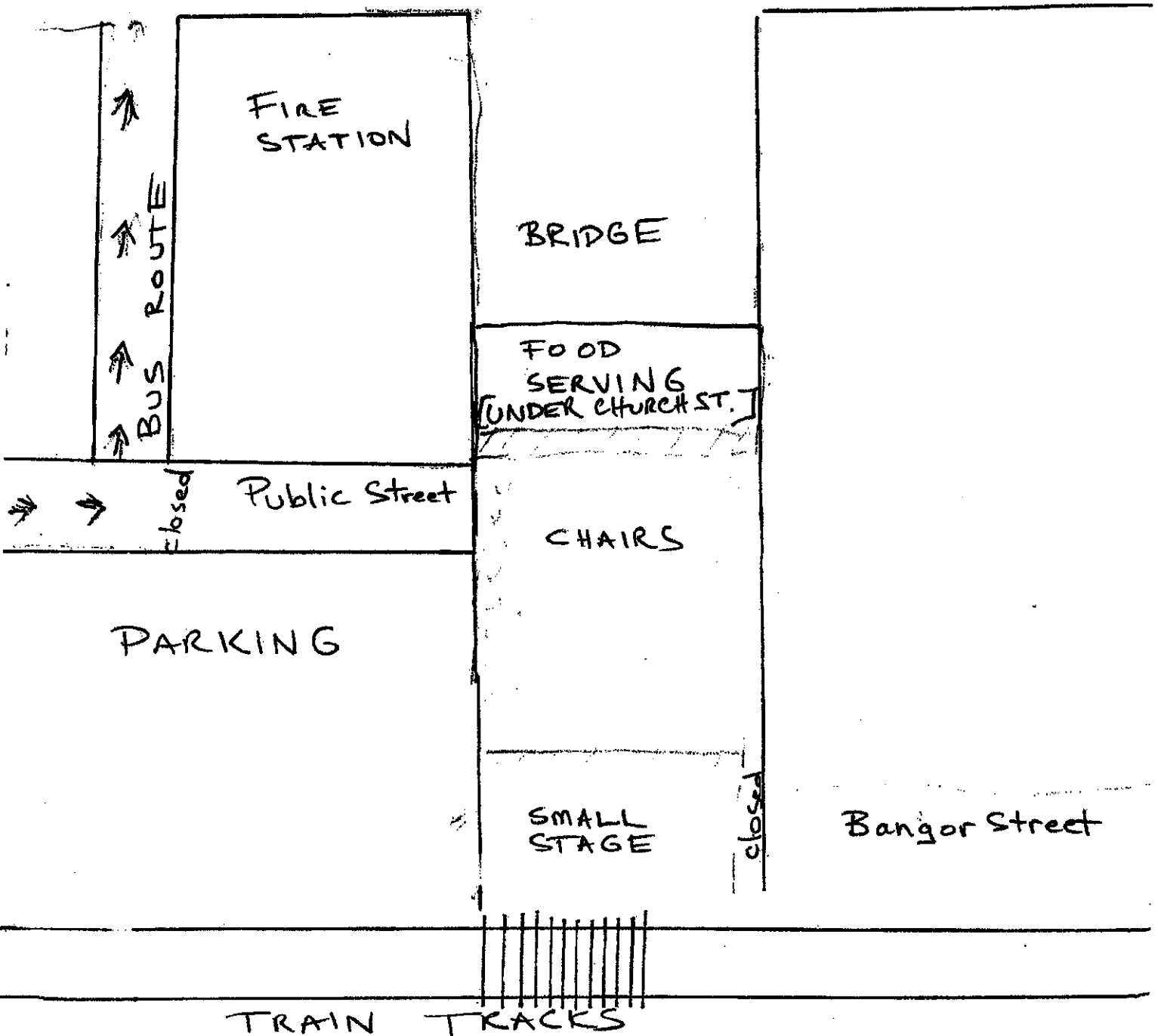
Description of animals/vehicles:

Parade Route (also indicate route on attached map):

[Sam
Jones
Church
Entrance]

ANCHOR MINISTRIES INC.
COMMUNITY GATHERING
9/30/17 ; 2017

ERWIN ST.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2017

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

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

PRODUCER Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Yvette R Chieves PHONE (A/C, Ho, Ext): 1-800-554-2842 Option 1 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: cs7@churchmutual.com
INSURER(S) AFFORDING COVERAGE	
INSURED ANCHOR MINISTRIES INC 121 W CHURCH ST CARTERSVILLE GA 30120-3158	INSURER A: Church Mutual Insurance Company NAIC# 18767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD	WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		0332728-02-021636	07/10/2017	07/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

Evidence of Liability Insurance for Community Gatherings on March 31st and April 28th 2018 at 12 Public Square under the Church St. Bridge, Cartersville, GA. Commercial General Liability Additional Insured=City of Cartersville, subject to the coverage provided by the referenced policy. A220 SRAP 590

CERTIFICATE HOLDER**CANCELLATION**

CITY OF CARTERSVILLE 1 FRIENDSHIP PLAZA CARTERSVILLE GA 30120-3570	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



City of Cartersville

City Council Meeting
2/1/2018 7:00:00 PM
Property Appraisal for Transco Pipeline

SubCategory:	Contracts/Agreements
Department Name:	Gas System
Department Summary Recommendation:	Letter of acceptance for our bid regarding two parcels at \$3,500.00 each, totaling \$7,000.00, along the path of the Transco Distribution Line.
City Manager's Remarks:	I recommend approval of the hiring of JLL Valuation and Advisory Services for the appraisal of these two parcels.
Financial/Budget Certification:	This is a budgeted item.
Legal:	This has been approved by the city attorney.
Associated Information:	



United States

Valuation & Advisory

January 25, 2018

Mr. Michael Hill
Assistant Gas System Director
City of Cartersville Gas Systems
4 Cook Street
Cartersville, GA 30120
770-387-5642
mhill@cityofcartersville.org

RE: Proposal/Authorization for appraisal services related to two (2) parcels in Bartow County, Georgia
Parcel numbers are: 0052-0868-001 and 0052-0859-001 (the "Property") Exhibits detailing the
boundaries of the property are included in the addendum of this proposal

Dear Mr. Hill:

JLL Valuation & Advisory Services, LLC ("we" or "JLL") appreciates the opportunity to provide this
proposal for services regarding the Property to the City of Cartersville Gas System (the "Client" or
"you").

We agree to perform the services outlined in Exhibit A to this letter (the "Services") on the terms
provided in this letter.

In return for JLL providing the Services, you agree to pay JLL as follows:

You will pay JLL a fee (the "Fee") equal to seven thousand dollars (\$7,000), which is equal to three
thousand five hundred (\$3,500) for each individual parcel. If during the course of the assignment(s)
we discover the parcels can be combined and only one appraisal is required the fee will be four
thousand dollars (\$4,000) for the appraisal.

Delivery of the report will be three to four weeks from authorization to proceed. The initial appraisal
will be completed by Senior Analysts and/or Vice Presidents who are state certified and under the
supervision of a Senior Vice President or Managing Director. Qualifications of these team members
can be provided upon request.

JLL is also qualified to provide additional valuation and consulting services including litigation
support and expert witness testimony if requested. The fees for additional valuation and consulting
services are billed on an hourly basis based on the rates set forth in Exhibit D of this proposal.



United States

Litigation support and expert witness testimony services are typically provided by experience senior level team members, including Senior Vice Presidents and/or Managing Directors. Qualifications of senior level team members can be provided upon request.

The appraisal fee shall be payable upon receipt by Client of invoice from JLL Valuation & Advisory Services therefor. The fee includes the expenses related to this engagement.

In the event that our engagement is ended for any reason before we deliver our final report we shall, without limitation to the other rights and remedies under this letter agreement or at law, be entitled to receive from the Client a reasonable fee proportionate to the part of the Services performed to the date of termination.

Additional fees will be charged on an hourly basis for any work which exceeds the scope of this proposal, including litigation support services, performing additional valuation scenarios, additional research and conference calls or meetings with any party which exceed the typical time allotted for an assignment of this nature.

JLL Valuation & Advisory Services agrees that all projects involving the City of Cartersville Gas Systems will be treated with confidentiality and that no related information will be released to third parties without the client's consent.

Our invoices will be addressed to the addressee of our report unless you request otherwise in writing.

The Ethics Rule of the Uniform Standards of Professional Appraisal Practice ("USPAP") requires us to disclose to you any prior services (appraisal or otherwise) performed within three years prior to the date of this letter by the individual JLL appraiser who will be performing Services for the Property. We represent that to our knowledge, that appraiser has not provided prior services within the designated disclosure period. Further, to our knowledge, JLL has not performed a previous appraisal, appraisal review or appraisal consulting assignment for the Property.

This letter is subject to the General Terms and Conditions attached to this letter as Exhibit B, the Statement of Assumptions and Limiting Conditions attached to this letter as Exhibit C.

We are enthusiastic about the opportunity to work with you on this project. Please sign a copy of this letter as confirmation of our agreements stated in this letter.

Sincerely,

JLL VALUATION & ADVISORY SERVICES, LLC

By: Craig Young
Its: Director, Business Development



United States

READ, AGREED AND ACCEPTED BY:

Mayor of the City of Cartersville

By: _____

Name: _____

City Clerk of the City of Cartersville

By: _____

Name: _____

Valuation & Advisory

Exhibit A

EXHIBIT A PROPOSAL		DATE OF VALUE:	Current date (the date of the site visit)
Client hereby engages JLL Valuation & Advisory LLC to complete a valuation and consulting assignment as follows:		APPRAISAL STANDARDS:	Uniform Standards of Professional Appraisal Practice (USPAP) by the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
PROPERTY IDENTIFICATION:	Two (2) parcels in Bartow County, Georgia Parcel numbers are: 0052-0868-001 and 0052-0859-001 (the "Property") Exhibits detailing the boundaries of the property are included in the addendum of this proposal	ANTICIPATED SCOPE OF WORK:	<u>Site Visit</u> exterior observation, on-site (if available)
PROPERTY TYPE:	Land		<u>Valuation Approaches</u> All applicable approaches to value to develop a credible results.
INTEREST APPRAISED:	Easement rights for the permanent and temporary construction easements	APPRAISAL REPORT OPTION:	Appraisal Report
INTENDED USERS:	City of Cartersville Gas Systems NOTE: NO OTHER USERS ARE INTENDED BY JLL VALUATION & ADVISORY. JLL VALUATION & ADVISORY SHALL CONSIDER THE INTENDED USERS WHEN DETERMINING THE LEVEL OF DETAIL TO BE PROVIDED IN THE REPORT.	DELIVERY DATE:	Three to four weeks from receiving authorization to proceed
		DELIVERY METHOD:	Electronic delivery of the report
		PROPOSED IMPROVEMENTS:	Not applicable
INTENDED USE:	To assist Client and intended users for the acquisition of a parcel of land and easement rights	PROPERTIES UNDER CONTRACT FOR SALE:	If the Property is currently under contract for sale, Client will provide to JLL a copy of the contract, including all addenda.
PURPOSE OF APPRAISAL:	"As Is" value	HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS:	None unless stated elsewhere in this proposal

Valuation & Advisory

Exhibit B

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 These Terms and Conditions supplement the proposal, agreement, letter of engagement or email (the “engagement”) between JLL Valuation and Advisory Services, LLC and the Client indicated in the engagement that sets out details of the Services to be provided to the Client. All capitalized terms in this exhibit have the meanings given to them in the engagement unless given a different meaning in this exhibit. These Terms and Conditions, together with the engagement and all other exhibits, schedules and riders to the engagement, are collectively called the “agreement”.

2. SERVICES

- 2.1 We will provide the Services using reasonable care and skill.
- 2.2 We may make changes to the Services if necessary to comply with any law or safety requirement. We will notify you if that happens. Otherwise, JLL and the Client must agree in writing to any changes to the Services, the Fees, or any other provision of the agreement.

3. CLIENT OBLIGATIONS

- 3.1 You agree to give us all documents and other information that we advise you are reasonably necessary for us to provide the Services.
- 3.2 You will maintain adequate property and public liability insurance to reasonably insure property that you own or occupy and any activities on that property. You will obtain all necessary licenses, permissions and consents which may be required to enable us to perform the Services (other than professional licenses

that we are required to maintain to perform the Services). You are responsible to keep your property in a safe conditions so that we may perform the Services in reasonable safety.

- 3.3 You will notify us promptly if you believe any information you have provided is incomplete or inaccurate.

4. DELAY

We are not responsible for any delay in our performance of the Services if caused by any event beyond our reasonable control, or for any delay caused by your failure to comply with the agreement.

5. FEES, EXPENSES AND PAYMENT

- 5.1 You agree that your obligation to pay the Fee is not contingent upon the results, conclusions or recommendations we provide.
- 5.2 If we are asked to invoice any other party, you agree to settle our invoice immediately if the other party does not do so within 30 days of the date of the invoice.
- 5.3 Delinquent payments under the agreement will earn interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid, or if lower, the maximum rate permitted by law. If the Fee or any part of it remains unpaid 30 days after it was due, you may not use any report or work product we have delivered to you for any reason.
- 5.4 If you terminate this agreement before the Services are completed, you will pay us, no later than the termination date, a reasonable fee proportionate to the part of the Services performed to the date of termination.

Valuation & Advisory

Exhibit B

TERMS AND CONDITIONS

- 5.5 Our rights under Section 5.3 and 5.4 are in addition to, and will not limit, our right to pursue any other rights and remedies under the agreement or at law or in equity.

6. INDEMNITY

Not applicable.

7. EXCLUSIONS OF, AND LIMITATIONS ON, LIABILITY

- 7.1 **EACH OF JLL AND THE CLIENT WAIVES ANY CLAIMS AGAINST EACH OTHER FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL JLL'S LIABILITY IN CONNECTION WITH THE AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.**

8. TERMINATION

- 8.1 Either of us may terminate the agreement without reason by giving 30 days' advance written notice to the other.
- 8.2 Either of us may terminate the agreement immediately if the other breaches the agreement and fails to remedy the breach within 10 days of notice by the non-breaching party.
- 8.3 We may terminate the agreement immediately for any of the following reasons:
- (a) We cannot provide any of the Services due to conditions beyond our reasonable control.
 - (b) In our reasonable opinion, there is insufficient information available to provide a report or other work product that meets our standards.

- (c) A conflict of interest arises which prevents us from acting for you.
- (d) You have asked us to provide reports or work product that we do not consider to be accurate.

9. APPRAISAL REPORT ASSUMPTIONS AND LIMITATIONS

- 9.1 Any report or other work product we deliver as part of the Services will be subject to our standard Statement of Assumptions and Limiting Conditions, provided as an exhibit and as part of the agreement, which will be incorporated into the report or work product.

10. CONFIDENTIALITY

- 10.1 We each agree to maintain the confidentiality of each other's confidential information and will not disclose any information received in confidence from each other, until two years after termination or expiration of the agreement, except where required to do so by law.
- 10.2 Any report or other work product that we deliver to you in connection with the Services is confidential and may be used by only you, unless we agree otherwise in writing.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 We retain all copyright (and other intellectual property rights) in all materials, reports, systems and other deliverables which we produce or develop for the purposes of the agreement, or which we use to provide the Services.
- 11.2 You will not reproduce or copy any part of any report or other work product we

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TERMS AND CONDITIONS

produce as part of the Services without our prior written consent.

12. GENERAL

- 12.1 The agreement may be modified only by a written agreement signed by both of us. Liability accruing before the agreement terminates or expires will survive termination or expiration.
- 12.2 The agreement states the entire agreement, and supersedes all prior agreements, between you and JLL with respect to the matters described in the agreement.
- 12.3 If a court determines that any part of the agreement is unenforceable, the remainder of the agreement will remain in effect.
- 12.4 The agreement is governed by the laws of the State of Illinois. Each of us irrevocably submits to the exclusive jurisdiction of the courts of that State.
- 12.5 The agreement may be executed in multiple counterparts.
- 12.6 No director, officer, agent, employee or representative of either of us has any personal liability in connection with the agreement.
- 12.7 Neither of us may assign nor transfer any rights or obligations under the agreement without the prior written approval of the other. We each agree to be reasonable in evaluating such a request for approval.
- 12.8 If there is any conflict between the terms of the letter and this exhibit, the terms of the letter will prevail.
- 12.9 If either of us fails to enforce any provision or exercise any right under the Agreement at any time, that failure will not operate as a waiver to enforce that provision or to exercise that right at any other time.

- 12.10 The agreement does not establish any partnership or joint venture between us, or make either of us the agent of the other.
- 12.11 A person who is not a party to the agreement does not have any rights to enforce its terms unless specifically agreed in writing.
- 12.12 Neither of us may publicize nor issue any specific information to the media about the Services or the agreement without the written consent of the other.
- 12.13 Each of us represents to the other that it is not a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action. Each of us agrees to comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption.
- 12.14 If you do not comply with your obligations under the agreement and we commence legal action to enforce our rights, you will reimburse our reasonable costs (including attorneys' fees), associated with such action. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**
- 12.15 Sections 5, 6, 7, 10, 11, 12.1, 13, 17 and 18 will survive termination of the agreement.

13. USE OF DATA AND DATA PROTECTION

- 13.1 You agree as follows: (i) The data we collect in connection with the agreement will remain our property. (ii)

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TERMS AND CONDITIONS

We and our affiliates may utilize, sell and include data you have provided (either in the aggregate or individually) in the databases of JLL and its affiliates and for use in derivative products. (iii) We may utilize all data already in the public domain on an unrestricted basis.

- 13.2 In order for us to provide the Services, we may need to record and maintain in hard copy and/or in electronic form, information regarding the Client, its officers and any other individuals connected with the Client (collectively “Data Subjects”). We may also verify the identity of Data Subjects, which could include carrying out checks with third parties such as credit reference, anti-money laundering or sanctions checking agencies.
- 13.3 We may use all information that we hold regarding Data Subjects to provide the Services. We may also use and share it with third parties for other purposes as described in our Privacy Statement available at www.jll.com.
- 13.4 We may use both commercially available and proprietary software programs to perform the Services (web based and others).

14. SPECIAL EXPERTS

- 14.1 If you request our assistance in hiring a special expert to contribute to any assignment (such as a surveyor, environmental consultant, land planner, architect, engineer, business, personal property, machinery and equipment appraiser, among others), you will perform your own due diligence to qualify the special expert. You will be responsible to pay for the services of the special expert.
- 14.2 We not responsible for the actions and findings of any special expert. You agree

to indemnify and defend us and hold us harmless from all damages that may arise out of your reliance on any special expert.

15. CONFLICTS POLICY

JLL adheres to a strict conflict of interest policy. If we learn of a conflict of interest, we will notify you and recommend a course of action to resolve the conflict. If we learn of a conflict that we do not believe can be resolved, we may terminate the agreement without penalty.

16. FIRREA REQUIREMENTS

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, any report produced by JLL under the agreement, if ordered independent of a financial institution or agent, might not be FIRREA compliant or acceptable to a federally regulated financial institution.

17. USE OF WORK PRODUCT AND RELIANCE

- 17.1 You agree that any report or other work product we produce in connection with the Services are for your use only, and only for the purpose indicated in the agreement. No person or entity other than the Client may use or rely on any such report or work product unless we consent otherwise in writing, even if such reliance is foreseeable. Any person who receives a copy of any report or

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Exhibit B

TERMS AND CONDITIONS

other work product we produce as a consequence of disclosure requirements that apply to the Client, does not become an intended user of this report unless the Client specifically identified them at the time of the engagement.

- 17.2 You will not use any such report or work product in connection with any public documents. You will not refer to JLL in any public documents without our prior written consent. We may give or withhold our consent in our sole discretion for any purpose under this Section 17.

18. LITIGATION MATTERS

- 18.1 We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in the agreement or otherwise in writing, or if required by law.

- 18.2 If we receive a subpoena or other judicial command to produce documents or to provide testimony in a lawsuit or proceeding regarding the agreement, we will notify you if allowed by law to do so. However, if we are not a party to these proceedings, you agree to compensate us for our professional time at the then prevailing hourly rates of the personnel responding to the subpoena or providing testimony, and to reimburse us for our actual expenses incurred in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

1. All reports and work product we deliver to you (collectively called “report”) represents an opinion of value, based on historical information and forecasts of market conditions. Actual results may vary from those forecast in the report. There is no guaranty or warranty that the opinion of value reflects the actual value of the property.
2. The conclusions stated in our report apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events. Assessed values may change significantly and unexpectedly over short periods. We are not liable for any conclusions in the report that may be different if there are subsequent changes in value. We are not liable for loss relating to reliance upon our report more than three months after its date.
3. There may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material. We are not liable for any loss arising from these differences.
4. We are not obligated to predict future political, economic or social trends. We assume no responsibility for economic factors that may affect or alter the opinions in the report if the economic factors were not present as of the date of the letter of transmittal accompanying the report.
5. The report reflects an appraisal of the property free of any liens or encumbrances unless otherwise stated.
6. We assume responsible ownership and competent property management.
7. The appraisal process requires information from a wide variety of sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our appraisal has been withheld.
8. We assume the following, unless informed to the contrary in writing: Each property has a good and marketable title. All documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other adverse title conditions, which would have a material effect on the value of the interest under consideration. There is no material litigation pending involving the property. All information provided by the Client, or its agents, is correct, up to date and can be relied upon. We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions, interpretation of legal documents and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants. We recommend that you engage suitable consultants to advise you on these matters.
9. We assume that all engineering studies correct. The plot plans and illustrative material in the report are included only to help the reader visualize the property.
10. We assume that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

or less valuable. We are not responsible for such conditions or for obtaining the engineering studies that may be required to discover them.

11. We assume that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report. We have not made or requested any environmental impact studies in conjunction with the report. We reserve the right to revise or rescind any opinion of value that is based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the report assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
12. Unless otherwise stated in the report, you should assume that we did not observe any hazardous materials on the property. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances, and we are not providing environmental services. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. Our report assumes that there is no such material on or in the property that would cause a loss in value. We do not assume responsibility for such conditions or for any expertise or engineering knowledge required to discover them. We encourage you to retain an expert in this field, if desired. We are not responsible for any such environmental conditions that exist or for any engineering or testing that

might be required to discover whether such conditions exist. We are not experts in the field of environmental conditions, and the report is not an environmental assessment of the property.

13. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
14. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the ADA. We claim no expertise in ADA issues, and render no opinion regarding compliance of the property with ADA regulations.
15. We assume that the property conforms to all applicable zoning and use regulations and restrictions unless we have identified, described and considered a non-conformity in the report.
16. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
17. We assume that the use of the land and improvements is confined within the

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

- boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
18. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
 19. We did not conduct a formal survey of the property and assume no responsibility for any survey matters. The Client has supplied the spatial data, including sketches and/or surveys included in the report, and we assume that data is correct, up to date and can be relied upon.
 20. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.
 21. In the case of property where construction work is in progress, such as refurbishment or repairs, or where developments are in progress, we have relied upon cost information supplied to us by the Client or its appointed experts or upon industry accepted cost guides. In the case of property where construction work is in progress, or has recently been completed, we do not make allowance for any liability already incurred, but not yet discharged, in respect of completed work, or obligations in favor of contractors, subcontractors or any members of the professional or design team. We assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 22. Any allocation in the report of value between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
 23. The report is confidential to the party to whom it is addressed and those other intended users specified in the report for the specific purpose to which it refers. Use of the report for any other purpose or use by any party not identified as an intended user of the report without our prior written consent is prohibited, and we accept no responsibility for any use of the report in violation of the terms of this Agreement.
 24. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.

Valuation & Advisory

Exhibit C

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

25. Neither the whole report, nor any part, nor reference thereto, may be published in any manner without our prior written approval.
26. We may rely on, and will not verify, the accuracy and sufficiency of documents, information and assumptions provided to it by the Client or others. We will not verify documents, information and assumptions derived from industry sources or that JLL or its affiliates have prepared in the regular course of business. We are not liable for any deficiency in the report arising from the inaccuracy or insufficiency of such information, documents and assumptions. However, our report will be based on our professional evaluation of all such available sources of information.
27. JLL IS NOT LIABLE TO ANY PERSON OR ENTITY FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF JLL AND ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.
28. Unless expressly advised to the contrary, we assume that appropriate insurance coverage is and will continue to be available on commercially acceptable terms.
29. We assume that no material changes in any applicable federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
30. We may determine during the course of the assignment that additional Hypothetical Conditions and Extraordinary Assumptions may be required in order to complete the

assignment. The report will be subject to those Hypothetical Conditions and Extraordinary Assumptions. Each person that is permitted to use the report agrees to be bound by all the Assumptions and Limiting Conditions and any Hypothetical Conditions and Extraordinary Assumptions stated in the report.



Exhibit D

JLL Valuation & Advisory Services, LLC Billing Rates for Litigation Support & Expert Witness Testimony Effective January 1, 2017

In addition to providing valuation and counseling services which are normally quoted on a “per parcel” basis, JLL Valuation & Advisory Services, LLC is also qualified to provide additional consulting services including litigation support and expert witness testimony if requested. The fee for additional consulting services is billed on an hourly basis. Consequently, the following fee schedule will apply:

Managing Director	+/- \$400 per hour
Senior Vice President	+/- \$350 per hour
Vice President	+/- \$250 per hour
Senior Analyst	+/- \$200 per hour
Analyst	+/- \$150 per hour
Research Assistant	+/- \$100 per hour
Administrative	+/- \$50 per hour

SPACE FOR CLERK OF SUPERIOR COURT

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

SPACE FOR GOVERNMENT BODY APPROVAL

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



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

William C. Smith
WILLIAM C SMITH: GEORGIA REGISTERED LAND SURVEYOR No. 1803
DATE: 10-26-2017
DATE OF LAST FIELD SURVEY WORK: 10-26-2017

(JUDITH B. SHUFORD ETAL)
DEED BOOK 1605, PAGE 40

L. L. 869

L. L. 870

(JOSEPH E. BROWN &
MARTHA CAROL BROWN)
DEED BOOK 2320, PAGE 285

15' TEMPORARY CONSTRUCTION EASEMENT
TOTAL AREA (BOTH SIDES OF PERMANENT EASEMENT)
2.174 ACRES

CITY OF CARTERSVILLE
UTILITY EASEMENT
1.450 ACRES

S 89°39'35"E
1920.04'

N 45°20'25"E
253.03'

S 89°39'35"E
984.70'

S 00°06'46"W
20.00'

N 89°39'35"W
976.50'

S 45°20'25"W
253.03'

N 89°39'35"W 1928.48'

20' PERMANENT UTILITY EASEMENT
L. L. 868

15' TEMPORARY CONSTRUCTION EASEMENT

Attachment number 1 in Page 15 of 15

PICKLESIMER ROAD
40' R/W
(GEORGIA POWER COMPANY)

N 00°47'22"E
20.00'
N 00°47'22"E
64.97'
N 89°45'27"E
334.90'

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 46

LOT 45

LOT 35

CREEKSIDE MANOR

CREEKSIDE FARMS

L. L. 933

L. L. 932

L. L. 931

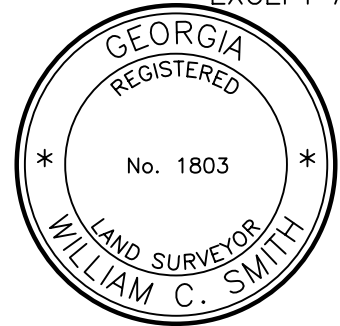
SURVEY FOR
THE CITY OF CARTERSVILLE
UTILITY EASEMENT
PROPERTY IN LAND LOTS 868, 869 & 870
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA

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

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

REGISTERED LAND SURVEYOR No. 1803

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



SHEET 1 OF 2

6634.CRD 6634-5.DWG
NOTE: IRON PINS ARE (1/2"RE-BAR)
EXCEPT AS SHOWN.

PLAT CLOSURE;
ONE FOOT IN
999,000 FEET.
OCTOBER 26, 2017

0 40 200
20 100 300
SCALE 1"=200'
FILE 6634-5

GEORGIA ZONE WEST
GRID NORTH
Item # 8



qPublic.net

Bartow County, GA

Summary

Parcel Number 0052-0868-001
Location Address PICKLESIMER RD
Legal Description LL868 869 860 LD4
 (Note: Not to be used on legal documents)
Class V5-Consrv Use
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District Bartow County (District 06)
Millage Rate 28.26
Acres 94
Neighborhood 200 -SOUTHWEST OF CARTERSVILLE (000200)
Account Number 9917
Homestead Exemption No (S0)
Landlot/District N/A

View Map

Owner

SHUFORD JUDITH B &
 BROWN MOLLY A &
 PO BOX 1298
 MONTREAT, NC 28757

Item # 8

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Paved w/Water	Rural	1	94

Conservation Use Rural Land

Type	Description	Soil Productivity	Acres
CUV	Agland 93	2	26.54
CUV	Agland 93	5	46.72
CUV	Agland 93	6	5.92
CUV	Agland 93	7	8.82
CUV	Agland 93	8	6

Valuation

	2017
Fair Market Land Value	\$225,700
+ Fair Market Improvement Value	\$0
+ Fair Market Accessory Value	\$0
= Fair Market Value	\$225,700
Assessed Land Value	\$90,280
+ Assessed Improvement Value	\$0
+ Assessed Accessory Value	\$0
= Assessed Value (40% FMV)	\$90,280
10 Year Land Covenant (Agreement Year / Value)	2013 / \$104,779

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
3/21/2013	2610 451	NULL NULL	\$0	CUVA Application	SHUFORD JUDITH B &	BARTOW COUNTY BTA
6/1/2006	2096 32		\$0	OTHER, UNKNOWN, PLEASE ADD NOTES	NULL	NULL
6/1/2006	2096 29		\$0	OTHER, UNKNOWN, PLEASE ADD NOTES	NULL	NULL
6/1/2006	2096 25		\$761,100	OTHER, UNKNOWN, PLEASE ADD NOTES	NULL	NULL
1/21/2003	1621 910		\$0	CUVA Application	BROWN JULIAN E ETAL	BARTOW COUNTY BOA
12/1/2002	1605 40		\$0	OTHER, UNKNOWN, PLEASE ADD NOTES	NULL	NULL
12/1/1999	1407 502		\$0	OTHER, UNKNOWN, PLEASE ADD NOTES	NULL	NULL



City of Cartersville

City Council Meeting
2/1/2018 7:00:00 PM
Mission Road Sewer Phase III – CSX Agreement

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	Construction of the Mission Road Sewer – Phase III will require boring under CSX facilities which cross Mission Road near the Downtown Stables. Installation of the bore requires execution of the attached Facility Encroachment Agreement which gives the City permission to work in (under) the railroad right-of-way. The agreement requires a one-time payment not to exceed \$13,825.00. This is a budgeted item and will be paid through account number 505.3320.54.1331 – Mission Rd Sewer Replacement. I recommend approval of this agreement.
City Manager's Remarks:	I recommend approval of this agreement with CSX.
Financial/Budget Certification:	This is a budgeted item and will be paid through account number 505.3320.54.1331 Mission Rd Sewer Replacement.
Legal:	
Associated Information:	

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of January 19, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF CARTERSVILLE, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 1 N Erwin Street, Cartersville, Georgia 30120, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) fifteen inch (15") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Cartersville, Bartow County, Georgia, Atlanta Division, Cartersville Subdivision, Milepost SGC-639.47, Latitude N34:09:56., Longitude W84:48:56.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of TEN THOUSAND TWO HUNDRED AND 00/100 U.S. DOLLARS (\$10,200.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensees cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (CSXT Specifications), or Licensees particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensors and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensees work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensors, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensors property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection

regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any

railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within

thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 770-607-6296.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its

option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licenser for any loss, cost or expense Licenser may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licenser occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licenser's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licenser does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licenser in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licenser to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licenser, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licenser under any other facts or rights, Licenser merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licenser continues its own occupation, use or control. Licenser does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licenser in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licenser's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licenser for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licenser's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licenser's property occupied by the Encroachments, nor shall the exercise of this Agreement for

any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at

eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

[Signatures on the following page]

PS - FORM 1001-G
 REVISED APRIL 29, 2008
 AGREEMENT NO. CSX853296

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

CITY OF CARTERSVILLE

By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

Tax ID No.:_____

Authority under Ordinance or

Resolution No._____,

Dated _____.



Invoice

Page 1 of 1
 Account/Contract No. CSX853296
 Customer Project No.
 Date 1/19/2018

Customer

CITY OF CARTERSVILLE
 1 N ERWIN ST
 CARTERSVILLE, GA 30120

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due U.S. Dollars \$ 13825.00

Fees Summary

Application Review Fee	\$	2,500.00
Railroad Protective Liability	\$	750.00
Insurance Surcharge (only if CGL limits are not met)	\$	375.00
License Fee	\$	10,200.00
Expedited Review Fee		
Money on File		

* Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars \$ 13,825.00

CSX Federal ID No. 54-6000720
 CSX Canadian ID No. 105203095 RC 0001
 CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Legal Address:
 500 Water Street, J180
 Jacksonville, FL 32202

Mailing Address:
 500 Water Street, J180
 Jacksonville, FL 32202

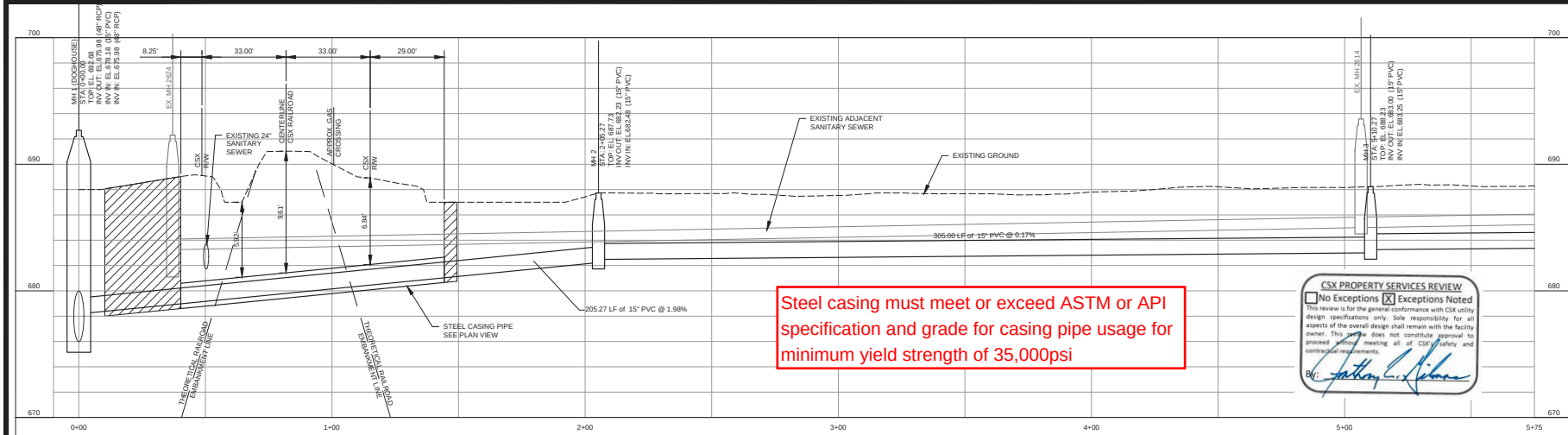
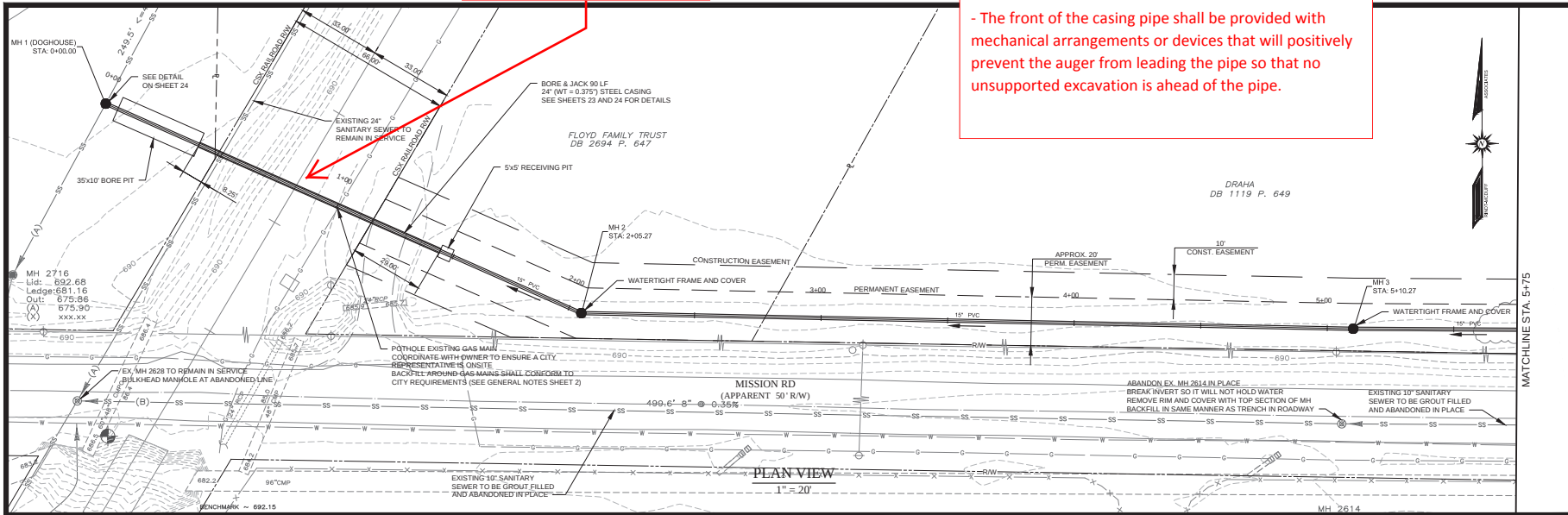
Questions? Contact:

Flavio_Rosa@csx.com
 904.279.3860

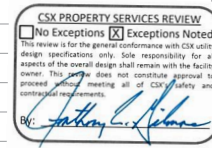
Minimum crossing angle
allowed 45 degrees

-Boring operation shall be progressed on a 24 hour basis without stoppage or until the leading edge of the pipe has reached the receiving pit.

- The front of the casing pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe.



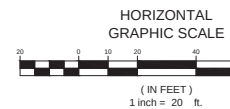
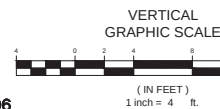
Steel casing must meet or exceed ASTM or API specification and grade for casing pipe usage for minimum yield strength of 35,000psi



MANHOLE TABLE			
STRUCTURE NAME	MANHOLE Ø	NORTHING	EASTING
MH 1 (DOGHOUSE)	96"	1515997.1759	2100198.2898
MH 2	48"	1515994.4229	2100386.3432
MH 3	48"	1515998.2240	2100691.0802

PROFILE
1"=20' HORIZ.
1"=4' VERT.

NOTES:
1. BEDDING PER DETAIL 4.6.02
2. PIPE LENGTHS SHOWN ARE FROM MH TO MH



24 HOUR CONTACT: ED MULLINAX - (770) 607 6296



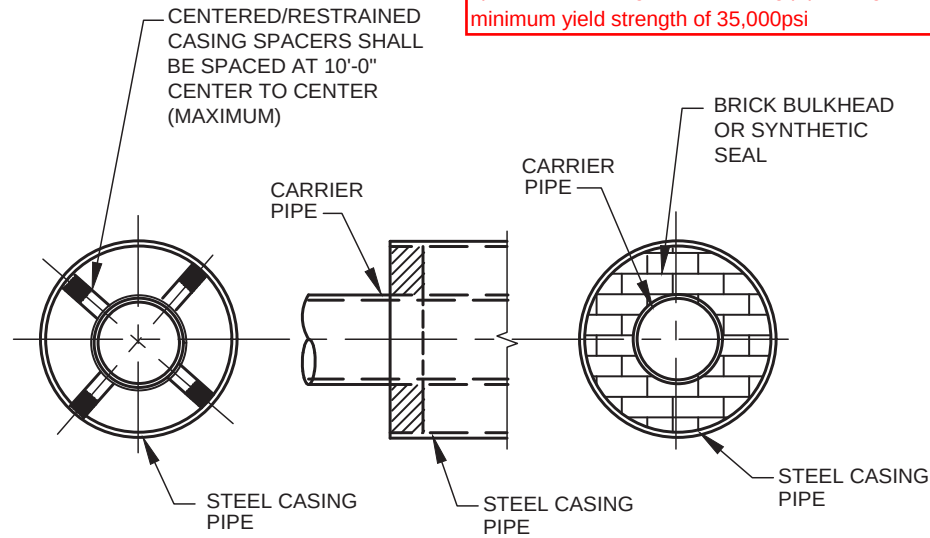
UTILITY DISCLAIMER

UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS AND THE EXISTING UTILITY LINES THAT ARE SHOWN ARE APPROXIMATE LOCATIONS ONLY. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITIES CONCERNING THE EXISTING OR NEW UTILITY LINES TO THE WORK AREA. THE CONTRACTOR SHALL COORDINATE CLOSELY WITH THESE UTILITIES CONCERNING ANY NECESSARY REDUCTIONS OR MODIFICATIONS TO THE EXISTING OR NEW UTILITY LINES FOR NEW SERVICE CONNECTIONS. ANY DEVIATIONS FROM THE NEW UTILITY DESIGN ARE SHOWN IN THESE PLANS SHALL BE REPORTED TO THE PROJECT ENGINEER PRIOR TO CONSTRUCTION. ANY AND ALL DAMAGE TO EXISTING UTILITY LINES RESULTING FROM CONTRACTOR NEGLIGENCE SHALL BE REPAIRED SOLELY AT CONTRACTOR EXPENSE.



CITY OF CARTERSVILLE
MISSION ROAD GRAVITY SEWER REPLACEMENT - PHASE III
MAINLINE SEWER
STA. 0+00 TO 5+75

Drawn: JLD
Design: JLD
Checked: JNB
Project No: R2017-019
Scale: AS SHOWN
Date: NOVEMBER 2017
Sheet No. 3 of 25



BLOCKING DETAIL

BULKHEAD DETAILS

CASING SPACERS SHALL BE:

1. MADE FROM T-304 STAINLESS STEEL OF A MINIMUM 14 GAUGE THICKNESS.
2. HAVE A SYNTHETIC RUBBER OR PVC LINER TO INSULATE THE PIPELINE FROM THE SPACER.
3. HAVE 2" WIDE GLASS REINFORCED PLASTIC OR UNMW POLYMER RUNNERS SUPPLIED FROM THE CASING MFR.

CASING DETAIL

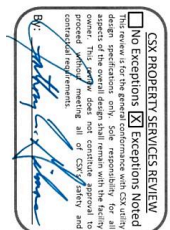
NTS

No.	Description	Date



RMA
Rindt-McDuff Associates, Inc.
Engineering and Environmental Consulting
Phone: (770) 421-8123

CASING DETAIL		
Drawn: CADD	Approved:	Detail Number: GC-09
Checked:	Date:	Category:





City of Cartersville

City Council Meeting

2/1/2018 7:00:00 PM

Goodwyn, Mills & Cawood – Engineering Services Agreement / Rogers Station Design

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	The Water Department has selected Goodwyn, Mills & Cawood (GMC) to design the Rogers Station Water Main Replacement. This being our first project with GMC, we need to execute our standard Engineering Services Agreement (ESA) in order to begin work. GMC has provided the attached Task Order outlining design, bid and construction services for the Rogers Station Water Main Replacement Project. The proposal is comprised of the following three major components: Easement & Design Survey (Daniel Baker, PC) \$26,575.00 Engineering & Design \$63,086.00 Bid Support & Evaluation \$5,000.00 Construction Administration / Inspection \$25,000.00 TOTAL: \$119,661.00 I recommend approval of the attached ESA with GMC and their proposed fee for the design of Rogers Station Water Main in the amount of \$119,661.00. This is a budgeted item and will be paid from account 505.3320.54.3400 – Rogers Stn. Water Main Replacement.
City Manager's Remarks:	The Water Department has reviewed bids for the water main replacement at Rogers Station and is recommending Goodwyn, Mills & Cawood. I recommend approval of this firm for the Rogers Station water main replacement.
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.3320.54.3400 Rogers Stn. Water Main Replacement.
Legal:	
Associated Information:	

STATE OF GEORGIA
COUNTY OF BARTOW
CITY OF CARTERSVILLE

AGREEMENT FOR GENERAL ENGINEERING AND CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between CITY OF CARTERSVILLE, Georgia, hereinafter called the "OWNER" and GOODWYN, MILLS & CAWOOD, INC., a Alabama Corporation, hereinafter called the "ENGINEER."

WITNESSETH:

WHEREAS, the OWNER has periodic need of professional advice and engineering services;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER shall and does hereby employ said ENGINEER to perform certain consulting engineering services as follows:

ITEM A - TERM

The Agreement for General Engineering and Consulting services entered into between OWNER and ENGINEER shall begin on _____, 20____ and end on _____, 20____. However, upon the election of a new City Council and their assumption of office in January 1, 20____, and January 1, 20____, the City Council shall by February 1 of said years, have the right to terminate this Agreement, and in the event of said termination, shall as of the date of termination, settle all accounts and pay all outstanding invoices from ENGINEER.

ITEM B - ENGINEER'S SERVICES

The specific services which the ENGINEER agrees to furnish and the terms the ENGINEER agrees to follow are set forth herein:

1. For each major project or task, the OWNER shall provide to the ENGINEER a detailed description of the services to be performed. The ENGINEER shall respond describing its proposed work procedure, schedule and estimated fee to complete the described services. If this response is acceptable, the OWNER shall issue a written Task Order to the ENGINEER containing the agreed upon description of the work and engineering services fee estimate. Each Task Order shall be assigned a project number, shall reference this Agreement, and shall be deemed an authorization for the ENGINEER to proceed with the work when signed by the OWNER, unless otherwise stated. The provisions of this Agreement shall control with respect to each Task Order. Each Task Order, after execution by both parties to this Agreement, shall be incorporated into and become a part to this Agreement.

Item # 10

2. Signature by a representative of the OWNER on each Task Order shall constitute authorization to proceed by the ENGINEER for services defined by that Task Order.

ITEM C - COMPENSATION

1. The OWNER shall compensate the ENGINEER for providing the services enumerated in Item C in accordance with the Compensation Method identified in each Task Order. The compensation method shall be one of the following:

- a. Lump Sum

The OWNER agrees to pay and the ENGINEER agrees to accept a lump sum amount, which constitutes compensation for all of the ENGINEER'S salary costs, general and administrative overhead, direct project expenses, and profit. The OWNER agrees to pay the ENGINEER monthly based on the estimated percentage of total work completed through the billing period as certified by the ENGINEER.

- b. Standard Billing Rates

The OWNER agrees to pay the ENGINEER monthly, for work completed, on the basis of the standard billing rates of those principals and employees engaged directly on the work. ENGINEER's current billing rate schedule is listed in Exhibit A. Billing rate schedule may be adjusted on an annual basis.

Direct project expenses including, but not limited to, travel, subsistence, printing, toll telephone calls, specialized equipment rental, and professional services are also reimbursable at actual cost. Outside professional services shall have prior approval of the OWNER.

2. If the OWNER does not make monthly payments in full to the ENGINEER, the ENGINEER may suspend services on the basis of non-performance on the part of the OWNER, except when payment is withheld by terms of Federal or State contracts. When such progress payments are restored, the ENGINEER will continue services.

ITEM D - GENERAL TERMS AND CONDITIONS

1. *Commencement of Work.* The performance of engineering services described in Item B shall be commenced upon receipt by the ENGINEER of written authorization from the OWNER.
2. *Professional Standards; Warranty.* ENGINEER shall be responsible, to the level of care and skill ordinarily used by practicing professional engineers in the same type of work, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other services and materials furnished under this AUTHORIZATION. ENGINEER will comply with Federal and State laws, regulations, codes and standards that

apply to the project at the time the services are provided. ENGINEER makes no other warranty, express or implied, with regard to its capacity, the work performed under this Agreement, or the ultimate performance or compliance of the Project.

3. *Project Progress.* ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
4. *Project Time.* Should completion of the services be delayed for cause(s) beyond ENGINEER's responsible control, including force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
5. *Project Delays.* The ENGINEER will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this Agreement that the ENGINEER cannot be responsible for delays occasioned by factors beyond ENGINEER's control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.
6. *Confidentiality.* The ENGINEER shall not disclose nor permit disclosure of any information designated by the OWNER as confidential, except to its employees and other consultants who need such information in order to properly execute the services of this Agreement.
7. *Assignments.* The OWNER and ENGINEER each bind himself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the ENGINEER shall assign his interest in this Agreement without the written consent of the other. ENGINEER may enter into subcontracts with respect to the services required by this Agreement but shall remain fully responsible to the OWNER in connection therewith. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.
8. *Personnel.* The ENGINEER, an Equal Opportunity Employer, now has or will secure at his own expense, personnel required to perform the services under this contract. Such personnel are not employees of, nor have any contractual relationship with the OWNER.
9. *Insurance.* The ENGINEER shall, during the performance of the Agreement, keep in force insurance with the following minimum coverage: Workmen's Compensation Insurance, including Employer's Liability Insurance for its employees; Commercial General Liability Insurance covering bodily injury and property damage with a combined single limit of \$1,000,000 per accident; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and property damage limits to \$1,000,000; Professional Liability Insurance with limits to \$1,000,000.

Item # 10

10. *Indemnification.* The ENGINEER agrees to indemnify and hold harmless the OWNER from claims, losses, costs and expenses arising out of, and to the extent caused by, the ENGINEER's negligent performance of services.
11. *Termination.* The OWNER may terminate this agreement at any time by giving thirty days' notice to the ENGINEER. If this Agreement is terminated, the ENGINEER shall be compensated for work actually performed and expense incurred up to date of termination. Notice of termination shall be given by the terminating party by hand delivery or mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be 33 days after the postmark, if mailed, or 30 days after date of receipt of notice, if hand delivered.
12. *Cost Estimates.* Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions, ENGINEER's opinions of probable cost, are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as a qualified professional engineer familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by ENGINEER.
13. *Limitation of Professional Services.* Unless expressly stated to the contrary, the professional services to be provided by the ENGINEER do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided at the normal rates in effect at the time of service.
14. *Precedence.* These GENERAL TERMS AND CONDITIONS shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ENGINEER'S services absent ENGINEER'S express written agreement.
15. *Ownership of Documents.* Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of OWNER. ENGINEER may retain reproducible copies of such documents. OWNER hereby releases ENGINEER from all damages, claims, and losses arising out of any use of such original documents by OWNER other than for information and reference in connection with the use, operating and occupancy of the Project by OWNER and others. OWNER further agrees that OWNER will not hereafter disseminate any of such original documents or copies thereof for use by parties in connection with consulting services relating to any facilities not owned by OWNER. Nothing stated herein shall prevent ENGINEER from using its copies of such documents in connection with rendering professional services to other clients provided that in so doing no confidential information of OWNER is disclosed to such other client or any other party.

Item # 10

ENGINEER agrees that any electronic documents provided to ENGINEER by the OWNER for the ENGINEER'S use on the Project belong to and remain the property of the OWNER. The ENGINEER will not disseminate any such documents to third parties without the OWNER'S written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The OWNER takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the ENGINEER is implied. The ENGINEER acknowledges and agrees to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-71 et. seq. in regards to all documents.

ITEM E - THE OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Assist ENGINEER by placing at his disposal all known information available pertinent to the project including previous reports and any other data relative to design or construction of the project, which may be in possession of the OWNER.
2. Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project.
3. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the ENGINEER to the OWNER, and promptly render in writing the decisions pertaining thereto, provided however, ENGINEER agrees that OWNER is relying on ENGINEER's expertise for design and specifications and is not rendering an opinion as to the accuracy or efficiency thereof, provided further that the ENGINEER will indemnify and hold harmless the OWNER for any error or omission from said studies, reports, sketches, specifications, drawing or other documents for which a claim for damages arises out of same.
4. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the ENGINEER's services and to bind OWNER with respect to these items.
5. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services and any defect in the project or work of contractor(s), provided, however, nothing herein shall relieve the ENGINEER of his responsibilities.
6. Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
7. Bear all costs incident to compliance with the requirements of this item.

Item # 10

ITEM F - ENGINEER'S RESPONSIBILITIES

For which a Project or Task Order has been issued, the ENGINEER shall:

1. Upon identification by the ENGINEER and approval by the OWNER of the necessity and scope of information required, obtain the data, reports, surveys, and other materials and information required for this project.
2. Evaluate all proposed projects and prepare conceptual designs.
3. Develop overall master schedule and cost estimate for total program.
4. Assist in the coordination of right-of-way acquisitions.
5. Prepare construction and right-of-way plans and specifications.
6. Represent the OWNER during construction, providing the following, but not necessarily limited to, services:
 - a. Determine and certify percentage completion of projects and determine amount of money owed to Contractor.
 - b. Interpret design and specifications to Contractor, as necessary.
 - c. Reject unacceptable work, require special testing or inspections, and take appropriate action to protect OWNER's interest and assure successful completion of the project.
 - d. Inspect the projects to assess the progress and quality of work being performed and to determine that the work is progressing according to plans and specifications and deficiencies in the work of the Contractor.
 - e. Provide an on-site representative on an on-call basis or as Project Manager if so required by the OWNER.

Item # 10

ITEM G - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral, for this project.

ITEM H - GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 20 ____.

Witness

By: Charles A. Welch
Charles A. Welch, Sr. Client Manager

Print Name CHARLES A. WELCH

Title SR. CLIENT MANAGER

GOODWYN, MILLS & CAWOOD, INC.

By: [Signature]
Jim Teel, Vice President

Print Name _____

Title _____

Attest:

CITY OF CARTERSVILLE

Meredith Ulmer, City Clerk

By: _____
Matthew J. Santini, Mayor

[AFFIX SEAL]

Item # 10

EXHIBIT A

Billing Rate Schedule January 1, 2018 to December 31, 2018

STAFF TYPE	RATE
President	\$245.00
Vice President	\$190.00
Senior Associate (Sr. Project Manager)	\$170.00
Associate (Project Manager)	\$170.00
Senior Principal Engineer (Sr. Project Engineer)	\$130.00
Principal Engineer (Project Engineer)	\$120.00
Assistant Engineer II (Engineer Intern II)	\$110.00
Assistant Engineer I (Engineer Intern I)	\$105.00
Senior Principal Designer (Sr. Designer)	\$110.00
Principal Designer (Cadd Tech I)	\$110.00
Designer (Cadd Tech II)	\$90.00
Operations Specialist (Contract Specialist)	\$85.00
Senior Resident Project Rep. (Field Tech)	\$125.00
Resident Project Representative (Field Tech)	\$125.00
Office Support	\$70.00

Item # 10

Above hourly rates include normal and customary expenses including computer, telephone, miscellaneous copying, and postage.

Hourly rates are subject to a yearly escalation factor not to exceed 3%, unless an alternate factor is approved by both parties.

The following expenses are reimbursable work items and will be charged at costs:

- Travel
- Bulk reproduction of reports, drawings and specifications
- Charges for permit fees and reviews by governmental agencies
- Subcontract services

Automobile mileage is reimbursed at \$0.52 per mile without markup.



GOODWYN | MILLS | CAWOOD

2017

Standard Rate and Fee ScheduleStandard Hourly Rates

Principal	\$245.00
Vice President	\$190.00
Senior Project Manager	\$170.00
Project Manager	\$150.00
Senior Project Engineer/Geologist/Biologist/Ecologist	\$130.00
Project Engineer/Geologist/Biologist/Ecologist	\$120.00
Engineer Intern II	\$110.00
Engineer Intern I	\$105.00
Project Coordinator	\$90.00
Field Technician	\$125.00
Senior Designer	\$110.00
CADD Technician II	\$90.00
CADD Technician I	\$110.00
Contract Specialist	\$85.00
Executive Administrative Assistant	\$80.00
Administrative Assistant	\$70.00
Surveying:	
Survey Department Manager	\$115.00-\$130.00
Field Crew Supervisor	\$100.00
Survey Crew (two-man survey crew)	\$135.00
Survey Crew (three-man survey crew)	\$180.00
Survey Crew (four-man survey crew)	\$210.00

Reimbursable Expenses

Vehicle Transport	\$0.46 per mile
Travel/Meals/Hotel	Cost plus twenty percent
Subcontractors	Cost plus twenty percent
Blueprints and Xeroxes (outside)	Cost plus twenty percent
Blueprints and Xeroxes (in-house)	\$.20 per sf
Other Reprographics	Cost plus twenty percent
Film and Development	Cost plus twenty percent
Digital Photography	\$.75 per image
Fax incoming and outgoing	No charge
Overnight mail, regular mail & shipping	Cost plus twenty percent
Telephone (toll charges)	Cost plus twenty percent
CAD translations	\$30.00 per file
CAD plots (outside)	Cost plus twenty percent
CAD plots (in-house)	
A-Size (8.5x11)	\$1.50
B-Size (11x17)	\$4.50
C-Size (17x22)	\$9.00
D-Size (22x34 or 24x36)	\$20.00
E-Size (30x42)	\$30.00
Color Laser Prints (in-house)	
A-Size (8.5x11)	\$3.00
B-Size 11x17)	\$5.00

Item # 10

TASK ORDER

Issued Pursuant to a

GENERAL SERVICES ENGINEERING AGREEMENT

Executed the ____ day of _____, 2018

By and between

City of Cartersville and Goodwyn, Mills & Cawood, Inc.

This Task Order is issued pursuant to, and in accordance with, the terms of the Agreement entered into by and between The City of Cartersville, Georgia with a mailing address of 1 North Erwin Street, Cartersville, GA 30120 United States of America (hereinafter called the "Client"), and Goodwyn, Mills & Cawood, Inc., a corporation with its regional office located at 6120 Powers Ferry Rd NW, Suite 350, Atlanta, Georgia (hereinafter called "Engineer").

Project: Rogers Station Water Main Replacement

Description of Work: Survey, layout, design and preparation of bid documents to install approximately 8,100 l.f. of 8" DIP and 700 L.f. of 2" PVC water main, along with related appurtenances, in the existing Rogers Station development.

Concept Phase: GMC will meet with the Owner and discuss the overall scope of the project. Additional information will be obtained by field review of the existing site.

Survey Layout Phase/35% Review: GMC will work with a local surveyor to obtain a full and complete survey of the site as necessary to facilitate the design of the water mains. Easements and boundary surveys are not included as part of the lump sum cost and will be bill per the referenced General Services Engineering Agreement.

Once the data has been collected, and a preliminary layout produced, we will meet Water & Sewer Department Officials to review the base sheets prior to beginning the design to make sure your knowledge of the system is correctly reflected and to discuss any specific goals or requirements for the design.

Preliminary Design Phase/75% Review: Based on your feedback from the review of the base sheets and discussion of your goals, we will prepare the design for the project.

When GMC has completed the original layout and design of the water mains we will again meet Water & Sewer Department Officials to review the design and layout of the entire project. Plans will be marked up for final revisions and submission to local and state agencies for approval. During this review, GMC will also discuss any specifics regarding the Contract Documents and Technical Specifications.

Final Design Phase/90% Review: Following the 75% review of the project GMC will assemble a complete set of Contract Documents including, but not limited to design drawings, bid documents, contract for construction, bid forms, bonding forms, technical specification and other related documents required by local, state and other required agencies.

Once the complete set of Contract Documents has been assembled, we will again meet Water & Sewer Department Officials to review the project in its entirety. A complete set will be submitted to Water & Sewer Department Officials to review and return for final modifications.

Bid Phase: GMC will advertise with local and state construction plan rooms and advertising sites as required by law. Individual invitations will be forwarded to local Contractors as requested by Water & Sewer Department Officials. Upon your approval, we will submit the advertisement for bid to the local paper for publishing and direct them to

forward their bill directly to the City. We will be available to respond to all questions from the prospective bidders leading up to the bid date and we will prepare a bid tabulation once bids are received.

We will provide a letter of recommendation and, once authorized, we will conduct a contract signing and pre-construction meeting with Water & Sewer Department Officials and the selected Contractor.

Construction Administration Phase: Our construction administration services will include review of shop drawings, submittal review, office engineering assistance to clarify the bid documents, and assistance to the City of Cartersville with payment requisitions from the Contractor. Construction Administration Phase services are not included as part of the lump sum cost and will be bill per the referenced General Services Engineering Agreement.

Start date: As Authorized

Project Engineering Fees - The services to be provided pursuant to this Task Order shall be provided on a lump sum basis, billed monthly based upon percent complete for the amount of:

Easement & Design Surveying by Daniel Baker, PC -	\$26,575.00
Engineering & Design -	\$63,086.00
Bid Phase -	\$5,000.00
Construction Administration Phase (Estimated Hourly Cost) -	\$25,000.00

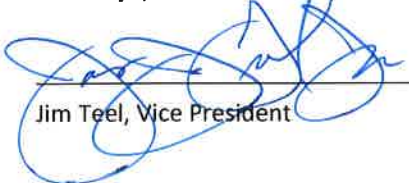
Terms and Conditions:

All the terms and provisions of the General Services Engineering Agreement entered into by the parties dated the _____ day of _____, ~~2017~~ **2018** are incorporated herein by reference and made a part hereof.

Authorization:

Task Order issued this _____ day of _____, 2018 for and on behalf of Engineer by its duly designated officer or agent:

Goodwyn, Mills & Cawood, Inc.



Jim Teel, Vice President

Task Order agreed to as of agreed by the Client on this _____ day of _____, ~~2017~~ **2018** by duly designated officer or agent:

City of Cartersville



City of Cartersville

**City Council Meeting
2/1/2018 7:00:00 PM
300 kVA Transformer Purchase**

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department needs to purchase a transformer to replenish our stock for the transformer used at Jimmy John's Restaurant. We received 4 bids for the replacement unit. See the attached bids and the Bid Comparison file. The Electric Department is recommending that Council approve the low bid and low Total Ownership Cost for the purchase of the CG transformer from Irby Co for \$7,481.00. This is a budgeted item in the FY17-18 Budget.
City Manager's Remarks:	The Electric Department has added a new customer and due to this, needs to replenish its transformer stock. I recommend approval of this purchase.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Transformer Purchase

The Electric Department needs to purchase a transformer to replenish our stock for the transformer used at Jimmy Johns Restaurant
See the Individual Bid Sheet attachment for the four (4) bids considered.

Transformer Spec: One (1) 300 KVA. High Voltage = 12470GY/7200, Low Voltage = 208Y/120, Dead Front, Loop Feed, Bayonet fused, Per City of Cartersville Specifications.

<u>Bidder (Supplier)</u>	<u>Manufacturer</u>	<u>Price Of Unit</u>	<u># of Units Needed</u>	<u>Total Purchase Price</u>	<u>Total Ownership Cost (TOC)</u>	<u>Delivery Time</u>	<u>Notes</u>
Irby	CG	\$7,481.00	1	\$7,481.00	\$17,418.50	10-12 Weeks	Lowest Purchase Price and TOC Cost
Gresco	Ermco	\$8,450.00	1	\$8,450.00	\$17,735.50	8-10 Weeks	
Anixter	ABB	\$9,105.00	1	\$9,105.00	\$18,578.00	20-22 Weeks	
Irby	GE	\$9,651.00	1	\$9,651.00	\$18,786.00	11-13 Weeks	

This is a Budgeted item in the FY17-18 budget.

The Electric Department recommends that council approve the low bid purchase of the CG transformer from Irby for \$7,481.00



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

Quotation

QUOTE DATE	ORDER NUMBER
01/08/18	S010559049
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30304	PAGE NO. 1

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

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

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
129337						James A Narmore	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Neil Godfrey				01/08/18	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
1EA		1	^CG T720012STLP 300KVA 3-PH PADMOUNT TRANSFORMER, 12470GRDY/7200- 120/208V DEAD FRONT, LOOP FEED, BAYONET FUSED, PER CITY OF CARTERSVILLE SPEC NL= 470 LL= 2753 * DELIVERY 10-12 WEEKS A.R.O.			7481.000EA	7481.00
<i>Tot = \$ 17,418.50</i>							

* This is a quotation *

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

For Terms and Conditions, Please See our website.

Subtotal	7481.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	7481.00

** Reprint ** Reprint ** Reprint **

Item # 11

CUSTOMER COPY

QUOTE # 487594-00
QUOTED DATE 1/09/18BILL TO:
GRESKO UTILITY SUPPLY, INC.
1135 RUMBLE ROADSHIP TO:
CITY OF CARTERSVILLE
320 S ERWIN STREETATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

CARTERSVILLE GA30120

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:				
LOSS GRT: AVE VOLT% : 100				
NL TEMP BASIS: 85 LL TEMP BASIS: 85				
FOB CARTERSVILLE, GA. FREIGHT PREPAID & ALLOWED.				
LEAD TIME 8-10 WEEKS.				
*QUOTED PER SPECIFICATION FOR THREE-PHASE PAD				
MOUNT TRANSFORMERS MARCH 2006.				
-REFERENCE IV.D.: IN ORDER TO MEET THE 6" SPACE				
REQUIREMENT ERMCO WILL PROVIDE TWO(2) ADDITIONAL				
SPADE HOLES.				
-REFERENCE V.C.: IF CLF IS REQUIRED PER PURCHASE				
ORDER PRICING MUST BE ADJUSTED.				
1ST QTR 2018 INDEX				
PRICING IS FIRM ON AN ORDER RECEIVED WITHIN				
30 DAYS FROM BID DATE AND SHIPMENT WITHIN				
THE QUOTED THE LEAD TIME				
PRICING IS SUBJECT TO ESCALATION/DESCALATION				
FOR ORDERS PLACED AFTER THE 30 DAY BID VALIDITY				
OR FOR SHIPMENTS DELAYED BEYOND THE QUOTED				
LEADTIME AT THE CUSTOMERS REQUEST. ESCALATION IS				
CALCULATED ON THE DIFFERENCE IN THE ERMCO				
MATERIAL COST FROM TIME OF QUOTE VERSUS				
REQUESTED TIME OF SHIPMENT. THE BASE INDEX FOR				
THIS QUOTE IS 1ST QTR 2018 MATERIAL COSTS. PLEASE				
NOTE:LEADTIME IS SUBJECT TO CHANGE WITHOUT				
NOTICE!! LEADTIME 8-10 WEEKS ARO				

ITEM 1				
ERMCO 3 PHASE PAD TRANSFORMER	3PH-PAD	1	8450.00	8450.00
ITEM# : 1.00				
NL= 472 LL= 2487 IZ=4.300 TL= 2959				
OPTIONS BEGIN.....				
ERMCO	ERMCO STD 3PH TRANSFORMER			
0300	300 KVA			
G	GRDY			
001G	12470GY/7200 95 BIL			
X	H0/X0 GROUND			
001	NO TAPS			
112	208Y/120			
S5	ANSI SPECIFIC K DIM=5.0			
L	LOOP FEED			
000	ERMCO STD FIXED STUD WELL			
G15	STD INSERT SYSTEM SELECT			

Toc = \$17735.50

CUSTOMER COPY

QUOTE # 487594-00
QUOTED DATE 1/09/18BILL TO:
GRESKO UTILITY SUPPLY, INC.
1135 RUMBLE ROADSHIP TO:
CITY OF CARTERSVILLE
320 S ERWIN STREETATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

CARTERSVILLE GA30120

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
000	ELBOW ARRESTERS NOT SELECTED			
S	STAGGERED LV BUSHING ARRANGEMENT			
514	HJ INTRG 14H SPD			
1	LV BUSHING SUPPORTS REQUIRED			
925	FUSE, KEARNEY 124080-25 DE25AMP			
A00	STD ISOLATION LINK BY CONFIGURATOR			
000	MILD STEEL TANK & PEDESTAL			
000	MILD STEEL CABINET & SILL			
0	STD CABINET PARTITION			
0	PADMOUNT GREEN FINISH			
0	STANDARD HARDWARE.			
11	SILICON BRONZE PENTABOLT			
1	#10-1 1-WAY TIN PLATED 19-01			
0	GROUND BOSS IN PRIMARY & SECONDARY			
00	STANDARD AIR SPACE			
N1	IFD AND .25 PLUG ON FRONT PANEL			
Z	ERMCO STD DRAIN VALVE W/ SAMPLER			
0	1"NPT FILL PLUG			
Z	SEC ERMCO STD LEVEL GAUGE			
0	NO VACUUM GAGE SELECTED			
0	NO TEMPERATURE GAGE SELECTED			
0	STD TX OIL			
A	STANDARD TWO NAMEPLATES			
00	STD KVA DECAL OUTSIDE			
01	"NON PCB" 1X2 (ERMCO STD) 7-15			
11	"DANGER" MR OUCH GENERIC			
00	NO WARNING DECALS			
99	STD PRIMARY DECAL INSIDE (HV)			
00	NO SECONDARY VOLTAGE DECALS			
16	STENCIL HV & LV BU PER CM71 NOTES			
N	NO SPECIAL TEST NEEDED			
OPTIONS END.....				

100% CTR W/ SHIPMENT

48 HOUR NOTICE

FLAT BED SIDE UNLOAD

CUSTOMER: CITY OF CARTERSVILLE

RFQ/Spec:

ERMCO Quote#: 487594

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
1	300	57	66.5	24	49.5	56.5	36.5	29.5	27	6	5	31	8	6.33

Quote

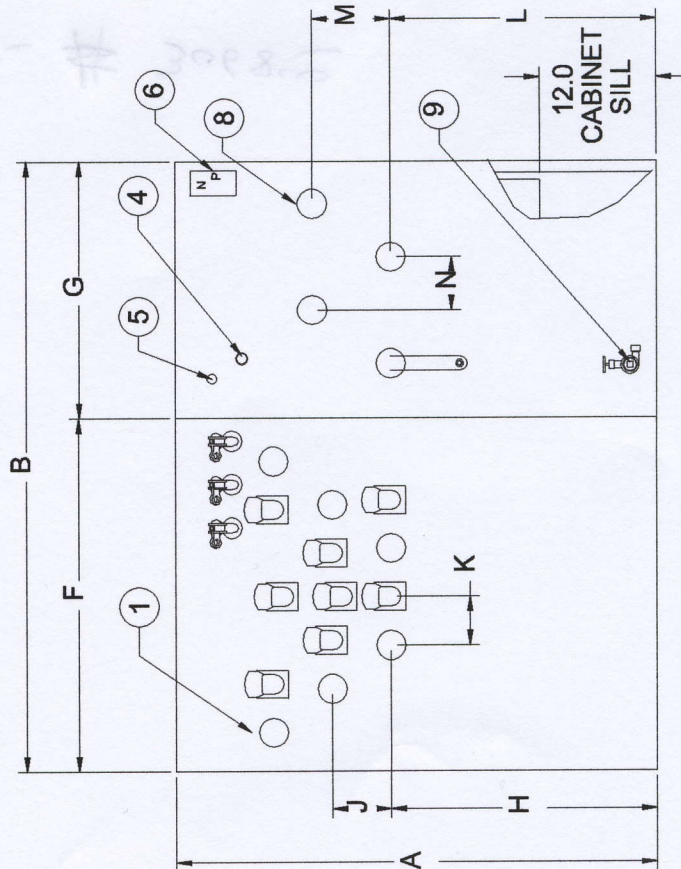
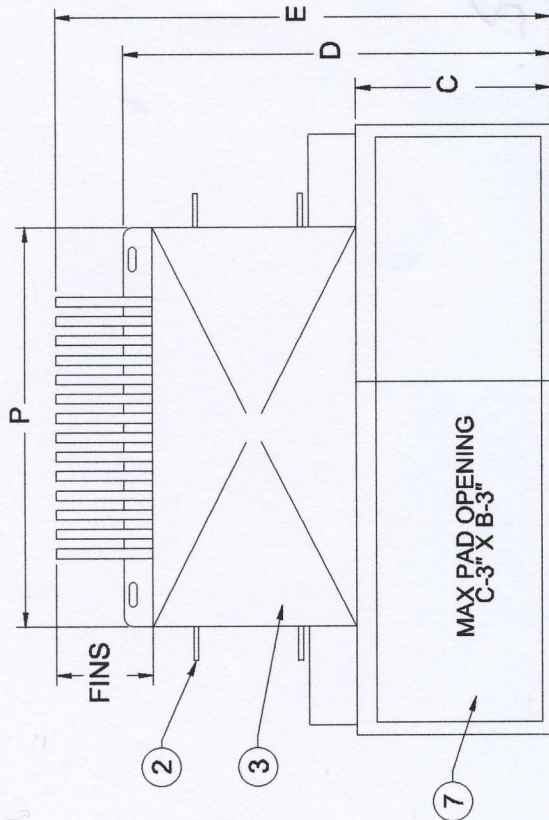
Item	P	Q	Wt(lbs)	Oil(gn)
1	49	N/A	4371	188

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

ERMCO	ISSD BY:	DATE:
	JS	01/09/18
	REV ISSUE DATE:	SCALE:
		NTS

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown





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

Quotation

QUOTE DATE	ORDER NUMBER
01/08/18	S010559680
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

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

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

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
129337						James A Narmore	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Neil Godfrey				01/08/18	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
1EA		1	*GE HG39G70A1 GE 300KVA 3-PH PADMOUNT TRANSFMR 12470GRDY/7200 TO 208Y/120 VOLTS DEAD FRONT, LOOP FEED, BAYONET FUSED, PER CITY OF CARTERSVILLE SPECS NL= 490 LL= 2380 * DELIVERY 9-10 WEEKS A.R.O. TOC = \$18,786.00			9651.000EA	9651.00

*** This is a quotation ***

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

For Terms and Conditions, Please See our website.

Subtotal	9651.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	9651.00

** Reprint ** Reprint ** Reprint **

Item # 11



6525 BEST FRIEND RD SUITE 100
NORCROSS, GA 30071

300KVA

www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: U00529144.00

To: **CITY OF CARTERSVILLE**
ELECTRIC DEPT.
320 SOUTH ERWIN ST
CARTERSVILLE, GA 30120

Attn:
Phone:
Fax:

Issued Date: **Jan 10, 2018**
Expiration Date: **Feb 09, 2018**
Sales Contact: **Debbie Livengood**

(P) 470.415.5851
(F) 770.852.9461
debbie.livengood@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1	ABB -	300KVA 3PH PAD 12470GRDY/7200, 208Y/120 PER SPEC. NL 487, LL 2523, IMP 3.66 DEL: 20-22 WKS	1	9,105.000	EA	9,105.00

SECTION TOTAL: \$9,105.00

QUOTE TOTAL: \$9,105.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

TOT = \$ 18,578.00



City of Cartersville

City Council Meeting
2/1/2018 7:00:00 PM
Finalize 2017 Green Energy Purchases

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	In 2017, the Electric Department entered into an agreement with Sterling Planet to buy Green Energy Certificates and then sell them to Aquafil for their use. The certificates would allow Aquafil to demonstrate they use 100 % Renewable, Green Energy. At the end of 2017, we had to match Aquafil's actual usage with the number of certificates they needed. To have the necessary number of certificates, Aquafil needs to purchase an additional 1,594,975 kWh of certificates at a price of \$.0008 per kWh for a total purchase price of \$1,275.98. The Electric Department is asking Council to approve the contracts with Sterling Planet and Aquafil for the purchase of the additional Green Energy Certificates.
City Manager's Remarks:	One of our local manufacturers is paying for the cost of power from green energy sources and your approval of the contracts for green energy certificates is recommended.
Financial/Budget Certification:	This is an unbudgeted item and the cost will be reimbursed to the city by Aquafil.
Legal:	Keith Lovell has reviewed and approved both contracts.
Associated Information:	

Contract No: C2626

RENEWABLE ENERGY CERTIFICATE SALES AGREEMENT

THIS RENEWABLE ENERGY CERTIFICATE SALES AGREEMENT ("Agreement") is entered into as of the 22nd day of January, 2018 ("**Effective Date**"), by and between Sterling Planet, Inc., a Georgia corporation with offices at 6200 Avalon Boulevard, Alpharetta, Georgia 30009-2262 ("**Sterling Planet**" or "**Seller**"), and the Party identified below (the "**Purchaser**") collectively referred to herein as the "**Parties**". The Term of the Agreement shall be effective on and as of the Effective Date and shall continue in effect until both Parties have fulfilled all their obligations as set forth herein and in Attachment A.

Purchaser Name:	City of Cartersville Electric System
Address:	320 S. Erwin Street Cartersville, GA 30120
State of Incorporation:	_____

RECITALS

- A. Sterling Planet has marketing rights to environmental attributes from certain renewable energy facilities ("Projects").
- B. Sterling Planet is in the business of marketing Renewable Energy Credits, as that term is defined herein, from producers and reselling them to retail and wholesale customers.
- C. Sterling Planet wishes to sell Renewable Energy Certificates and Purchaser wishes to buy such Renewable Energy Certificates from Sterling Planet.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the Parties set forth below, Sterling Planet and Purchaser agree as follows:

AGREEMENT

1. Renewable Energy Certificates (RECs): the terms "Renewable Energy Certificates" or "RECs" as used herein refer to certificates, credits, or other similar transferable indicia, which represent certain environmental attributes, that are separate and distinct from the electric energy produced, which environmental attributes are recognized under applicable laws, regulations, certification or verification program provisions, if any, existing on the Effective Date, and which environmental attributes arise from the generation of a particular quantity of energy using a renewable energy source.

2. Renewable Energy Certificate Contract Price. Purchaser will pay Sterling Planet the Contract Price for the Quantity of Renewable Energy Certificates purchased pursuant to this Agreement as specified in Purchase Order ("Attachment A").

3. Payment Schedule. Purchaser agrees to pay

_____ on a quarterly basis,

 X according to the payment schedule in Attachment A,

the amount specified in Attachment A for the purchased RECs within ten (10) days after invoice date.

4. Certifications or Verifications. The certification authority that shall apply to this transaction is Green-e Energy®. Sterling Planet represents and warrants that all RECs sold under this Agreement will conform to the standards established under the Green-e Renewable Energy Standard for Canada and the United States (See: <https://www.green-e.org/programs/energy/documents>).

5. Publicity and Disclosure. Both Parties agree to allow each of the participants the use of company names, logos, etc. solely for the purpose

of business development and publicizing and promoting the green energy marketing effort. Press releases will not be released without the review and approval of each Party. Other uses of company names, logos, etc are not authorized.

6. Confidential Information. The Parties agree that cost estimates, financial and other proprietary information provided by the other Party, regardless of whether it is marked as "confidential" information, will be held in strict confidence, and upon the expiration or earlier termination of this Agreement, the Parties and their respective officers, employees, agents, advisors and representatives, will continue to hold such information in confidence. The Parties obligation to treat such information confidential shall terminate at the expiration of three (3) years from the termination of this Agreement.

7. Administration of Agreement. Each Party hereby designates its employees identified below as its contract administrator for this Agreement. The contract administrator(s) shall be responsible for representing their respective employers in all matters relative to the administration of this Agreement. Each Party may change its designated administrator(s) by giving not less than ten (10) days prior written notice of its new contract administrator to the other Party.

Sterling Planet Contract Administrator:

Valerie Johnson

Telephone No.: (678) 218-4010

Purchaser Contract Administrator:

John B. Dooley

Telephone No: _____

8. Notices. All notices or submittals required by this Agreement will be in writing and shall be delivered either by hand delivery, overnight courier delivery, electronic mail (email) or facsimile transmission. If such communication is delivered by email or facsimile transmission, the Party receiving such communication will confirm receipt of that communication in writing by means of return email or facsimile. All notices shall be delivered or sent to the other Party at the address shown below or to any other address as the Party may designate by ten (10) days prior written notice given in accordance with this paragraph.

If to Sterling Planet:

Sterling Planet, Inc.

6200 Avalon Boulevard

Alpharetta, Georgia 30009-2262

Attention: Valerie Johnson

Telephone No.: (678) 218-4010

Email address: vchristopher@sterlingplanet.com

If to Purchaser:

City of Cartersville Electric System
 320 S. Erwin Street
 Cartersville, GA 30120

Attention: John B. Dooley

Telephone No.: _____

Fax No.: _____

Email address: jdooley@cityofcartersville.org

9. Independent Contractor. The Parties agree that they are independent contractors for the purpose and activities undertaken in accordance with or as contemplated in this Agreement, and that no Party will be considered or permitted to be an agent, servant, joint venturer or partner of any other Party. It is expressly understood and agreed that neither Party has any right or authority to directly or indirectly incur any obligation or responsibilities on behalf of the other Party or commit the other Party to any matter or understanding or make any warranties or representations with respect to the Project, without the other Party's prior written consent.

10. Limitation of Warranties/Exclusion of Certain Damages. EXCEPT AS SPECIFICALLY PROVIDED UNDER THIS AGREEMENT, ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION DAMAGES AND LOST BUSINESS OPPORTUNITIES), EXEMPLARY OR PUNITIVE DAMAGES RELATED TO, ARISING OUT OF, OR RESULTING FROM PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT. Notwithstanding anything in this Section 10 that might be construed to the contrary, should Sterling Planet fail to provide any part of the RECs it is obligated to provide in accordance with the terms of this Agreement, Sterling Planet shall be liable to Purchaser for the positive difference, if any, between the cost, as described in Attachment A, of the RECs it does not provide and the reasonable cost of replacement RECs that Purchaser purchases from a third party and further this Section 10 shall not be construed to relieve Purchaser of its obligations to pay for RECs in accordance with this Agreement and Attachment A.

11. Non-Circumvention. During the term of this Agreement and for a period of two years thereafter, Purchaser will not circumvent the relationship with Sterling Planet's suppliers and marketing partners with respect to any prospect or business opportunity delivered under this Agreement.

12. Governing Law. This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Georgia, U.S.A. without regard to any conflicts of law provisions.

13. Change in Law. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked (a "Change in Applicable Law") which have the effect of (i) rendering this Agreement illegal or unenforceable, (ii) rendering performance by a Party illegal or unenforceable, or (ii) eliminating, abolishing or making illegal the trading or transferring the RECs made the subject of this Agreement, then promptly after such Change in Applicable Law occurs, the Parties hereto agree to negotiate in good faith to amend this Agreement to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement.

14. Assignment Prohibited. Neither Party shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party: (i) without relieving itself from liability hereunder, transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party. Any assignment in violation of this provision shall be deemed to be null and void.

15. Duplicate Originals. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to this Agreement, or to any signed Purchase Order, Table or Attachment by facsimile or electronic means shall be effective as delivery of a manually executed counterpart of this Agreement, Purchase Order, Table, or Attachment, as the case may be. Electronic or fax copies of executed original copies of this Agreement, or any Purchase Order, Table or Attachment shall be sufficient and admissible evidence of the content and existence of this Agreement or any Purchase Order, Table or Attachment to the same extent as the originally executed copy or copies (if executed in counterpart).

16. Entire Agreement. This Agreement and all its associated Purchase Order Agreements contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter of this Agreement that are not expressed herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the day and year first above set forth.

SELLER: STERLING PLANET, INC.	PURCHASER: CITY OF CARTERSVILLE ELECTRIC SYSTEM
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: City Mayor
	Signed: _____
	Name: _____
	Title: City Clerk

ATTACHMENT A - PURCHASE ORDER**Purchaser: City of Cartersville Electric System****Term: January 1, 2017 – December 31, 2017****Unique Purchase Order Number: 20180122000001****Purchase Order Effective Date: January 22, 2018****PURCHASE AMOUNT AND PURCHASE PRICE**

Quantity to be Purchased: 1,594,975 kWh

REC Type: Green-e Energy[®] certified Wind, generators located in the United States.

Rate: \$0.0008 per kWh

Total Purchase Price: \$1,275.98

Generation Vintage: Green-e Reporting Year 2018

PAYMENT SCHEDULE

Below is the agreed to payment schedule for the Renewable Energy Certificates purchased under this Agreement.

Net 10 after invoice date.

Attention: Accounts Payable
 Address City of Cartersville Electric System
 320 S. Erwin Street
 Cartersville, GA 30120

IN WITNESS WHEREOF, the Parties have caused this Purchase Order to be effective as of the day and year first set above set forth.

SELLER: STERLING PLANET, INC. Signed: _____ Name: _____ Title: _____	PURCHASER: CITY OF CARTERSVILLE ELECTRIC SYSTEM Signed: _____ Name: _____ Title: City Mayor Signed: _____ Name: _____ Title: City Clerk
--	--

For Renewable Energy Certificate Sales Agreement Dated January 22, 2018.

CONTRACT FOR SALE OF ENERGY ATTRIBUTES

This Contract for Sale of Energy Attributes is made and entered into on this 1st day of February, 2018 (the "Effective Date") by and between the CITY OF CARTERSVILLE, a municipal corporation formed and existing under the laws of the State of Georgia, ("Cartersville") and Aquafil, USA may be referred to individually herein as a "Party" and collectively as the "Parties".

SECTION 1: DEFINITIONS

For purposes of this Contract, the terms set forth in this section shall have the meanings and definitions given below:

1.1 Buildings; means the facilities listed and clearly identified in Exhibit "A" for whom Aquafil, USA is using and purchasing Energy Attributes.

1.1 Electric Energy; means physical electric energy, generated from renewable or nonrenewable fuels sources, and distributed to provide electric service for end use consumers. Electric Energy is measured and expressed in megawatt hours ("MWh") or kilowatt hours ("KWh") and is of the character commonly known as three phase, sixty hertz electric energy.

1.2 Energy Attribute; means and includes the Environmental Attributes associated with the generation of Renewable Energy, as well as the Reporting Rights to any avoided emissions or other environmental benefits resulting from the generation of Renewable Energy. Energy Attributes are measured in KWhs, and one Energy Attribute shall represent and include all the Environmental Attributes associated with one KWh of Renewable Energy. The Renewable Energy from which the Energy Attributes sold hereunder are derived shall be delivered to the electricity transmission grid maintained by either the Southeastern Electric Reliability Council or the Southwest Power Pool, Inc

1.3 Environmental Attribute; means the fuel resource and all other environmental benefits and characteristics associated with the generation of Renewable Energy, including any avoided emissions of pollutants to the air, soil, and water. The Environmental Attributes of Electric Energy are distinct and exist apart from the accompanying Electric Energy. Environmental Attributes have economic value and may be unbundled from the accompanying Electric Energy and marketed as an independent commodity.

1.4 Renewable Energy; means Electric Energy generated from solar, wind, biomass or landfill gas, hydroelectric, or geothermal fuel resources.

1.5 Reporting Rights; means the right of an Energy Attribute purchaser to report to any state or federal agency or other entity that the purchaser owns or has accumulated Energy Attributes.

SECTION 2: ENERGY ATTRIBUTE SALE & PURCHASE

2.1 Transaction; from and after the Effective Date of this Contract, and in accordance with the procedures set forth herein, Cartersville agrees to sell to Aquafil, USA and Aquafil, USA

agrees to purchase from Cartersville, Energy Attributes originating from the generation of Renewable Energy in the quantity and at the purchase price provided for herein.

2.2 Quantity and Purchase Price; during each year of this Contract, Aquafil, USA will purchase for each of its buildings Energy Attributes from Cartersville consisting of the KWhs specified in Exhibit "A" at the defined price specified in Exhibit "A." The purchase price will be paid in twelve equal monthly installments specified in Exhibit "A," plus any applicable taxes. The monthly payments will be due on the first day of each month. Cartersville will include the monthly installments of the purchase price on the billing statements sent to Aquafil, USA each month for electric service provided by Cartersville.

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1 Disclaimer; Aquafil, USA understands that this Contract is for the sale of Energy Attributes, as defined herein, and does not involve the sale of Electric Energy. Aquafil, USA further understands that the Energy Attribute transaction set forth in this Contract is wholly separate from the contract for retail electric service presently existing between the Parties, and that the price paid for Energy Attributes hereunder is in addition to the price paid by Aquafil, USA for its monthly Electric Energy consumption.

3.2 Single Sale; Cartersville represents and warrants that it has not sold, and will not sell, the Energy Attributes sold to Aquafil, USA under this Contract to any other person or entity. Aquafil, USA represents and warrants that following its purchase of Energy Attributes under this Contract, such Energy Attributes will be effectively retired, and in no event shall such Energy Attributes be sold to any third party.

3.3 Generator Attestation; On or before May 30 of each year of this Contract, Cartersville shall provide to Aquafil, USA a copy of the attestation from the entity that generated the Renewable Energy from which the Energy Attributes purchased by Aquafil, USA under this Contract were derived.

3.4 Green-e Certification; The Energy Attributes sold to Aquafil, USA under this Contract shall be certified and audited by the Center for Resource Solutions, Green-e program by June 30 of each year of this Contract. The initial certification shall be due June 30, 2018.

3.5 Avoided Emissions; Cartersville shall deliver to Aquafil, USA an estimate of the Carbon Dioxide emissions avoided by Aquafil, USA's purchase of Energy Attributes under this Contract. The initial avoided emissions estimate shall be due on or before January 31, 2019.

SECTION 4: TERM & TERMINATION

4.1 Term; The term of this Contract shall commence on the Effective Date and, unless terminated sooner as provided herein, shall continue in effect until December 31, 2018. This Contract shall automatically renew under the same terms and conditions for consecutive five (5) one-year terms unless one of the Parties gives notice of cancellation to the other Party at least 180 days prior to such renewal date. The initial term and any renewal terms are referred to herein as the "Term."

4.2 Termination for Default; Either Party shall have the right to terminate this Contract upon the occurrence of an act of default as provided in Section 5 herein. The Party in Default will be referred to as the “Defaulting Party” and the other Party will be referred to as the “Non-Defaulting Party.”

4.3 Government Action; This Contract will terminate automatically and without further action by either Party if any judicial, regulatory, or legislative action or change renders performance impracticable, impossible, or illegal. Such termination shall occur on the date that such action or change renders performance of this Contract impracticable, impossible, or illegal.

4.4 Force Majeure; Aquafil, USA acknowledges and understands that Cartersville’s ability to supply Energy Attributes pursuant to this Contract is dependent on the sale of Energy Attributes to Cartersville from Renewable Energy generation sources. In the event of a suspension of the supply of Energy Attributes, or if Cartersville is permanently unable to obtain Energy Attributes required under this Contract, Cartersville will be entitled, at its sole option, to terminate this Contract without liability for damage, injury, or any loss occasioned thereby.

SECTION 5: DEFAULT

5.1 Default by Party; An act of default occurs under this Contract in the event either Party hereto:

5.1.1 Fails to perform any material obligation required under this Contract;

5.1.2 Becomes insolvent or unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

5.1.3 Makes a general assignment, arrangement, or composition with or for the benefit of its creditors;

5.1.4 Institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency laws or other similar laws affecting creditors’ rights;

5.1.5 Passes a resolution for its dissolution, winding-up, or liquidation;

5.1.6 Seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for the Party or for all or substantially all of its assets;

5.1.7 Has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets;

5.1.8 Causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in Sections 5.1.1 through 5.1.7; or

5.1.9 Takes any action in furtherance of, or which indicates its consent to, approval of, or acquiescence in, any of the foregoing acts.

5.2 **Notice of Default;** The Non-Defaulting party is obliged to give the Defaulting Party a written notice of default which describes the default in reasonable detail and which also states the date by which the default must be cured. In the case of a failure to pay money when due, the default must be cured within ten (10) days after receipt of the notice of default unless otherwise agreed by the Parties; in the case of all other defaults, the default must be cured within thirty (30) days after receipt of the notice of default.

5.3 **Rights upon Default;** After providing notice and an opportunity to cure as provided above, the Non-Defaulting party will have the right (but not the duty) to terminate this Contract by giving written notice of termination to the Defaulting Party.

5.4 **Remedies Not Exclusive;** The remedies accorded to the Non-Defaulting Party hereunder: (a) are in addition to every other power and remedy now or hereafter available to the Non-Defaulting Party at law or in equity; (b) may be exercised from time-to-time and in such order as may be deemed expedient; and (c) are cumulative, so that the exercise of one power or remedy shall not waive the right to exercise any other or others. No delay or omission in the exercise of any power or remedy and no renewal or extension of any performance due under this Contract will impair any such power or remedy or waive any default.

5.5 **Mitigation;** In the event of a default, the Non-Defaulting Party must use any and all commercially reasonable efforts to mitigate and reduce any damages arising from the default.

SECTION 6: GENERAL PROVISIONS

6.1 **Warranty;** Each Party represents and warrants to the other that (a) it has the ability, right, and authority to enter into the Contract; (b) the person executing this Contract on its behalf is authorized to do so; and (c) it has the authority to perform the services and take the actions required by this Contract.

6.2 **Notices;** All notices required or permitted to be given hereunder must be in writing to be effective. Such notices must also be delivered personally or sent by United States certified or registered mail, with postage thereon fully prepaid, and addressed to Cartersville or Aquafil, USA at the following addresses:

CITY OF CARTERSVILLE

City Manager
P.O. BOX 1390
10 North Erwin Street
Cartersville, GA 30120

AQUAFIL, USA INC

Robert F. Rebello
1 Aquafil Drive
Cartersville, Georgia 30120

The notices provided hereunder are effective at the time of mailing.

6.3 Entire Agreement; This Contract states and embodies the entire agreement between the Parties with respect to the Energy Attribute sale provided for herein, and all prior oral or written agreements are superseded and wholly supplanted by this Contract. Neither Party makes any representations or warranties of any kind or nature, either express or implied, and both Parties hereby fully disclaims any such purported representations or warranties.

6.4 Amendment; This Contract may not be amended, altered, revised, or supplemented without the written agreement of both Parties.

6.5 Governing Law; This Contract is governed, construed, and enforced in accordance with the laws of the State of Georgia.

6.6 Venue/Jurisdiction. Both parties hereby agree that venue for any and all litigation relating to or resulting from this Agreement and the performance thereof shall be the Bartow County Superior Court, Bartow County, Georgia.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Energy Attributes Sales Contract as of the date set forth above.

CITY OF CARTERSVILLE, GEORGIA

Approved: _____
Matthew J. Santini Mayor

Witness: _____
Meredith Ulmer City Clerk

AQUAFIL USA

Approved: _____
Robert F. Rebello
Executive Vice President

Witness: _____

EXHIBIT A

YEAR	ADDRESS	KWH USEAGE	NUMBER OF CERTIFICATES PER 1000KWH	PRICE PER EACH CERTIFICATE	AGGREGATE ANNUAL PRICE
2017	Total for Both Locations	1,594,975	1,595	\$0.800	\$ 1,275.98

Note: Energy Credit purchase is for 1 Aquafil Dr and 101 Fiber Drive Locations.



City of Cartersville

City Council Meeting
2/1/2018 7:00:00 PM
CHP Health Awareness Program

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Back in November the City Council previously approved an agreement with Corporate Health Partners (CHP) to provide a health awareness program and culture building program for city employees. Essentially the health awareness program will provide our employees with onsite biometric screening with a consult on the results of that screening along with an online wellness assessment. The proposed cost of this is \$25,996.00. The proposed cost of the culture building program is \$35,360 and would provide 8 hours per week of CHP personnel to help promote wellness to our employees. At this time we recommend that we start with the health awareness program at a cost of \$25,996 and if additional help is required, that we contract with CHP as needed.
City Manager's Remarks:	The approval for Corporate Health Partners to provide a health awareness program for city employees is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
2/1/2018 7:00:00 PM
IGA - Service Delivery Strategy Extension

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	At the last City Council meeting, the City Council approved for the Mayor to sign the Bartow County and the local municipalities Service Delivery Strategy (SDS) application to the Department of Community Affairs (DCA) which was due on February 28th. In case there are any questions from DCA or changes that are agreed to by Bartow County and the local municipalities, it is recommended that an SDS Extension is submitted which provides a 6 month extension. This extension is a backup in case changes are made to the original submitted SDS form and is recommended for your approval and the Mayor's signature.
City Manager's Remarks:	The Service Delivery Strategy is required by DCA and due to potential changes to the originally submitted application, it is recommended to submit an extension application to allow us to make changes to the originally SDS application. I recommend approval of the SDS Extension form.
Financial/Budget Certification:	
Legal:	
Associated Information:	



SERVICE DELIVERY STRATEGY

FORM 5: Certifications for Extension of Existing SDS

Instructions: This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

If the strategy for providing **ANY** local service is being revised, FORM 5 **CANNOT** be used. When revisions are necessary, a submittal **MUST** include updates to FORM 1, FORM 2, and FORM 4 that cover ALL local services.

COUNTY: **BARTOW COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have reviewed our existing Service Delivery Strategy (SDS) and have determined that it continues to accurately reflect our preferred arrangements for providing **ALL** local services throughout our county and no changes in our Strategy are needed at this time. We authorize its extension until:

Select <u>1</u> box, below	Type End-Year Below
☐ February 28,	2018
☒ June 30,	
☐ October 31,	

2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));
6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

Item # 14

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Bartow County	Euharlee	Cartersville/Bartow County Airport Authority
Adairsville	Kingston	Cartersville/Bartow County Tourism Council
Cartersville	Taylorsville	Bartow County Library System
Emerson	White	Bartow-Cartersville Joint Development Authority

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Ad Valorem Tax Collection	Solid Waste Collection
Animal Control	Transit
Airport	Wastewater Collection and Treatment
Bartow-Cartersville Joint Development Authority	Water Distribution
Bartow-Cartersville Joint Economic Development Department	
Building Inspection	
Business License	
Cartersville-Bartow County Tourism Council	
Cartersville Electric Service	
Cartersville FiberCom	
Cartersville Gas	
Childrens Shelter	
Civic Center	
Cooperative Extension Service	
Courts (Municipal)	
Courts (Superior, Juvenile, Probate, Magistrate)	
E-911	
Elections	
Emergency Management Agency	
Emergency Medical Services	
Fire Protection - Mutual Aid Agreements	
Geographic Information Systems	
Indigent Care	
Jail	
Joint Cartersville-Bartow County Regional Industrial Development Authority	
Joint Development Authority of Bartow County and Pickens County	
Law Enforcement	
Planning/Zoning	
Public Works	

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

NONE

SDS FORM 5, continued

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>BARTOW COUNTY</u>	Sole Commissioner	Steve Taylor	<i>Steve Taylor</i>	
<u>ADAIRSVILLE</u>	Mayor	Kenneth Carson	<i>Kenneth Carson</i>	
<u>CARTERSVILLE</u>	Mayor	Matt Santini		
<u>EMERSON</u>	Mayor	Al Pallone	<i>Al Pallone</i>	1/8/18
<u>EUHARLEE</u>	Mayor	Dennis Thayer <i>Steve D. Worthington</i>	<i>Steve D. Worthington</i>	
<u>KINGSTON</u>	Mayor	Elbert Wise	<i>Elbert Wise</i>	1-8-18
<u>WHITE</u>	Mayor	Kim Billet	<i>Kim O. Billet</i>	1/5/18
<i>Taylorsville</i>	<i>mayor</i>	<i>Mitchell Bagley</i>	<i>Mitchell Bagley</i>	1-9-18