City of Cartersville

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00 PM – 5/18/2017
Work Session – 6:00 PM

COUNCILPERSONS:
Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Jayce Stepp
Louis Tonsmeire, Sr.
Taff Wren

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. May 4, 2017 (Pages 1 - 12)

   Attachments

B. Appointments

1. Appointment - Ward #4 (Page 13)

   Attachments

C. Proclamations

1. Georgia Child Care Provider Month (Pages 14 - 15)

   Attachments

D. Second Reading of Ordinances

1. Alcohol Text Amendment - Retail Outfitter (Pages 16 - 17)

   Attachments

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

1. Z17-02 Rezoning Application: Multi-Family Housing (Pages 18 - 24)

   Attachments

F. First Reading of Ordinances

1. Prohibited Truck Traffic Revision (Pages 25 - 28)

   Attachments

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2. Prohibited Engine Brake Revision (Pages 29 - 31)

   Attachments

G. Bid Award/Purchases

1. Hydraulic Cylinder Purchase (Pages 32 - 33)

   Attachments

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2. Distribution & Collection Copier (Pages 34 - 37)

   Attachments

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3. D&C Annual Fire Hydrant Restock (Pages 38 - 43)

   Attachments

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4. Sewer Push Camera for Water Department Engineering (Pages 44 - 47)

   Attachments

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5. Electric Department Recloser Upgrade (Pages 48 - 60)

   Attachments

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6. Telenet Systems Fiber Installation (Pages 61 - 62)

   Attachments

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7. Workers Compensation Third Party Administrator (Pages 63 - 68)

   Attachments

H. Contracts/Agreements

1. GDOT Contract for Airport (Page 69)

   Attachments

I. Change Order

1. Athletic Field Fencing Bid #16-001 (Pages 70 - 76)

   Attachments

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2. Leake Mounds Trail Construction Project (Pages 77 - 79)

Attachments

J. Surplus Equipment

1. Surplus Vehicle (Pages 80 - 81)

Attachments

K. Other

1. Quitclaim Deed (Pages 82 - 86)

Attachments

L. Monthly Financial Statement

1. March 2017 (Pages 87 - 91)

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
5/18/2017 7:00:00 PM
May 4, 2017

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	Minutes are attached for your review.
City Manager's Remarks:	Minutes from the May 4 meeting are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
May 4, 2017

6:00 P.M. Work Session
7:00 P.M. City Council Meeting

I. Opening Meeting

Invocation by Council Member Tonsmeire.

Pledge of Allegiance led by Council Member Wren.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Samantha Dover, Deputy City Clerk and David Archer, City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. April 20, 2017 Meeting Minutes

A motion to approve the April 20, 2017 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

B. Commendation/Recognition

1. Teacher of the Year

Mayor Matt Santini presented the resolution to the 2017 teachers of the year to: Lauren Robinson, Cartersville Primary, Elizabeth Hensley, Cartersville High School, Kate DeBoard Cartersville Elementary, and Lindsey Montgomery, Cartersville Middle School.

C. Proclamations

1. National Safe Boating Week

Mayor Santini stated that he supported the goals of the North American Boating Campaign by proclaiming May 20-26, 2017 as “National Safe Boating Week.” Robert George, United States Coast Guard came forward and accepted this proclamation, and thanked Mr. Santini and Council for the support.

2. National Historic Preservation Month

Mayor Santini proclaimed May 2017 as National Historic Preservation Month. Mayor Santini thanked the individuals who have dedicated the time to preserve the historic value and preserve overall community character. Valerie Holt, Historic Preservation Board Member accepted this Proclamation.

D. Resolutions

1. U.S. Highway 411/Rome-Cartersville Corridor

Sam Grove, City Manager stated that the purpose of this resolution is to affirm and support the construction of the Highway 411 Rome-Cartersville Corridor on the Alternative 2 Alignment. A similar Resolution has been adopted by Floyd and Bartow County.

A motion to approve the U.S Highway 411/Rome-Cartersville Corridor was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0.

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

1. Z17-02 Rezoning Application: Multi Family Housing

Randy Mannino, Planning and Development Department Head came forward and stated that this is a rezoning application for property located at 640 N. Tennessee Street, zoned Multiple Use with conditions. Applicant requests a change in zoning conditions to allow multi-family residential for the construction of a multi-family housing project. The Planning Commission recommended denial of the application. The concern of the board was the traffic volume the Multi-Family Housing would bring.

Since the first reading there have been some changes and additions to the application. The applicant would like to add an age restriction of 55 and over. The applicant provided a traffic study and sewer capacity report.

Mayor Santini opened the floor for a public hearing.

Gary Hammond, of Dunwoody, GA representing Landbridge Development stated that he would like to propose changes to the original application. There would be a 20-year land use restriction for affordability. Mr. Hammond stated that he would build 1-2 bedroom apartments and charge between $500-$700 for a one bedroom and $600-$800 for two bedroom. Council had three concerns, which Mr. Hammond addressed traffic, sewer, and stormwater. In regards to traffic Mr. Hammond provided a traffic study that compared trips of multi-family to varied businesses. The traffic study provides that the proposed project of senior living has less trips than other types of businesses. Mr. Hammond stated that he is having a sewer report conducted and should be done next week. If approved this project would adhere to all regulations and ordinances for stormwater drainage. It was discussed that Mr. Hammond intended to still have the senior living community registered under the Georgia Initiative for Community Housing program if possible and understood that he was in competition with other projects.

Ty Mitcham, Cartersville real estate agent represented the land owner in the case stated that as the land sits today they could develop a new shopping center which would potentially bring a higher traffic volume than a residential dwelling. Mr. Mitcham spoke with Planning Commission Chair Lamar Pinson who was not present at the Planning Commission Meeting where the denial was recommended. Mr. Mitcham asked the Council to consider what they ideally want at that location.

Mayor Santini closed the public hearing.

Council Member Hodge stated that because of all the new information submitted to Council she would like the project to be reconsidered by Planning Commission because had they known of these new details the outcome could have been different. Council Member Hodge made a motion to send the application back to the Planning Commission with the proposed changes. Council Member Wren seconded the motion. Motion was withdrawn.

Gary Hammond, Applicant came forward and stated that if the project was sent back to The Planning Commission the project would not go forward because the application is due by May 25 and would have to have the appropriate zoning by that date.

Council Member Wren asked if it would be possible to have the second hearing at the next council meeting to meet that deadline. David Archer, City Attorney stated that there was an opinion released out of The Georgia Supreme Court which would allow it to go to Council without running a15-day notice. It would be the second reading as amended. Randy stated that if the Planning Commission heard this case again without re-advertising the public will not be notified of the changes to the project.

Council Member Wren made a motion to send the application back to the Planning Commission the following Tuesday May 9, 2017 and second reading to be heard by Council at the May 18, 2017 City Council Meeting. Council Member Tonsmeire seconded the motion. Motion carried unanimously. Vote 5-0.

F. First Reading of Ordinances

Alcohol Text Amendment-Retail Outfitter

Randy Mannino stated that that this is a proposed amendment that will allow Retail Outfitters to serve alcohol. The Alcohol Control Board recommended approval for this item.

Jeff Watkins, representative for Cohutta Fishing Company came forward to speak for the application. The goal of being able to serve alcohol is to enhance the experience for customers. Mr. Bowen will have to go through the Alcohol Application process to serve beer and wine and will have to abide by the Alcohol Ordinance which includes paying all Alcohol License fees like all other pouring establishments.

Andy Bowen, owner of Cohutta Fishing Company came forward to speak for the application. There will be signage for designated drinking areas. Mr. Bowen stated he would like his business to be more authentic and create more relationships.

This is a first reading of the Ordinance. The second reading will be heard May 18, 2017.

Ordinance no.______

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE I. – IN GENERAL. DIVISION 1 – GENERALLY. SECTION 4-1. – DEFINITIONS IS HEREBY AMENDED BY ADDING A NEW DEFINITION – RETAIL OUTFITTER AND ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 2. APPLICATION AND ISSUANCE. SECTION 4-59. – POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS IS AMENDED BY REPLACING THE FIRST PARAGRAPH AND ADDING A NEW SUBSECTION E. RETAIL OUTFITTER AS FOLLOWS:

1.

Sec. 4-1. - Definitions.

Retail Outfitter: A retail outdoor clothing and recreation equipment store that provides fishing and/or hunting guide services away from the store location. Beer, Malt Beverage and Wine pouring are allowed in the designated areas, as established by the Retail Outfitter.

2.

Sec. 4-59. – Pouring Licenses Limited to Certain Establishments.

No application for a pouring license shall be considered from, and no license shall be granted to an applicant whose premises for a pouring outlet is anything other than a restaurant, hotel, motel, private club, lounge, retail cigar shops, retail outfitter, or supermarket as defined in this chapter. It is the intention of this division that wine and malt beverages for consumption on the premises be sold only at bona fide restaurants, hotels, motels, private clubs, retail cigar shops, and supermarkets under the restrictions herein set out, and not at walk-in bars or sham establishments, as follows:

E. *Retail Outfitter* as defined in the Code, may be issued on an on-premises consumption license for sales of beer, malt beverages, and wine without meeting the requirements that forty-five

(45%) percent of its gross annual sales be derived from the sale of prepared meals or food, provided that a) no more than ten (10%) percent of its gross annual sales are derived from the sale of beer, malt beverage, and wine; b) such sales are made during store hours in designated areas; and c) meets all applicable building, fire and safety codes in effect for the City. The Director of Planning and Development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the Director of Planning and Development or his designee, and determine if the annual sales meet the required ratio and if not, make appropriate recommendations to the Alcohol Control Board regarding same.

2.

All other remaining provisions of Section 4-1 and Section 4-59 are to remain as is and this additional definition is to be made part of the permitted uses in Section 4-1 and Section 4-59.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ________________________________
MEREDITH ULMER, CITY CLERK

G. Second Reading of Ordinances

1. Ordinances to Amend Festival Zone

Dan Porta, Assistant City Manager came forward and stated this amendment is to clean up language in our existing festival zone ordinance and to request the addition of signage as an acceptable means of festival zone boundary designation. Mr. Porta recommended approval of this item.

A motion to approve the Ordinance to amend the festival zone was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously.
Vote 5-0.

Ordinance no.______

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 15 – PARKS AND RECREATION. ARTICLE III. – FESTIVALS. SECTION 15-54. – DESIGNATION AND MANAGEMENT OF CONTROLLED ZONE, IS HEREBY AMENDED BY DELETING PARAGRAPHS (a)(1), (2) AND (6) IN THEIR ENTIRETY AND REPLACING AS FOLLOWS:

1.

Sec. 15-54. - Designation and management of controlled zone.

(1) *Designation of controlled Festival Zone.* Identifying designated controlled zone(s) by means of prominent signage or fencing placed around the perimeter of the event area at entrance and exit points indicating that alcohol cannot be taken beyond the boundaries of festival zone with violators being subject to ticketing or other enforcement actions.

(2) *Identification, entrance criteria.* Entrance criteria may include, but are not limited to, prohibiting persons from entering with weapons (if allowed under Georgia law), alcoholic beverages, pets, skates, bicycles, and other items which may be dangerous, disruptive, or inconvenient in crowded conditions, and prohibiting entry by persons appearing to be intoxicated. The designated event manager also reserves the right to remove persons from the festival zone who are deemed to be in violation of posted entrance criteria or festival zone rules.

(6) *Designation of festival manager within controlled zone.* The mayor and city council and/or the Downtown Development Authority, acting as their agent, may designate a festival manager to organize and manage festival activities within a controlled zone, as set forth in this section 15-54. Furthermore, the designated festival manager and/or the Downtown Development Authority will be responsible for approving or not approving the vendors/establishments that seek participation in the festival. The mayor and city council retain the right to approve or deny vendors/participants as they deem fit.

2.

All other remaining provisions of Section 15-54 are to remain as is and the replacement paragraphs herein are to be made part of the permitted uses in Section 15-54.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ___________________________
MEREDITH ULMER, CITY CLERK

2. Car Wash Recycle Ordinance

Bob Jones, Water Department Head came forward and stated that we are required by the Metropolitan North Georgia Water Planning District to adopt an ordinance which requires a minimum of 50% water recycle rate for all new tunnel type car wash facilities constructed after 6/1/2017. The ordinance is required for compliance with our recently completed water, wastewater and storm water compliance audit. This has been a requirement since 2010. Mr. Jones stated that this Ordinance should not have a negative impact because all car washes have already had to meet these standards.

A motion to approve was made by Council Member Louis Tonsmeire and seconded by Council Member Kari Hodge. Motion carried unanimously. Vote 5-0.

ORDINANCE NO. _________

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES, ARTICLE IV. – WATER SERVICES IS AMENDED BY ADDING SECTION 24-66

1.

Sec. 24-66. – Recycled Water - Car Washes.

(a) General Provisions

(1) Purpose and Intent - The purpose of this ordinance is to reduce water consumption from commercial car wash facilities by requiring all new conveyor car washes to install operational recycled water systems.

(2) Applicability - This ordinance applies to all new conveyor car washes permitted and constructed after January 1, 2011, regardless of the water source.

(3) The provisions of this ordinance do not apply to conveyor commercial car washes that were permitted or constructed before January 1, 2011.

(4) The provisions of this ordinance do not apply to self-service car washes or in-bay car washes.

(b) Definitions - The following words and phrases, whenever used in this ordinance, have the meaning defined in this section:

(1) *In-bay automatic car wash* means a commercial car wash where the driver pulls into the bay and parks the car. The vehicle remains stationary while a machine moves back and forth over the vehicle to clean it, instead of the vehicle moving through the tunnel.

(2) *Conveyor car wash* means a commercial car wash where the car moves on a conveyor belt during the wash. The driver of the vehicle can remain in the vehicle or wait outside of the vehicle.

(3) *Recycled water system* means a water system that captures and reuses water previously used in wash or rinse cycles.

(4) *Self-service car wash* means a commercial car wash where the customers wash their cars themselves with spray wands and brushes.

(c) Commercial Car Wash Water Recycling Requirement

(1) All new commercial conveyor car washes, permitted and constructed after January 1, 2011 must install operational recycled water systems. A minimum of 50% of water utilized will be recycled.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ________________________________
MEREDITH ULMER, CITY CLERK

H. Engineering Services

1. West Avenue Water Line Replacement

Mr. Jones stated that The West Avenue Water Line Replacement Project was developed to replace aging and undersized water mains on West Avenue. The project begins near the intersection with Plymouth Drive where the previous phase of this area's water main replacement terminated and continues along West Avenue to tie-in to the water line on Etowah Drive.

Southland has prepared the estimate to resume and complete the initial design. The included scope of work covers design completion through bidding. Their estimated cost for those services is $37,400.00. Mr. Jones recommended approval of this proposal.

A motion to approve the West Avenue water line replacement was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

I. Change Order

1. WTP Roof Change Order

Mr. Jones stated that on March 16,2017 Council approved the low bid for roof replacement on the High Service Building and Operations Building. When the roof was removed from High Service Building it was discovered that the roof deck was not poured flat. The deck had a slight concave defect that caused the roof to act like a bowl. The original roof had been built up to compensate for the defect.

In order to correct the problem, Elite Roofing had to order a custom tapered thermal isolation board. This resulted in an additional expense of $5,425.00 bringing the total cost of the project to $36,041.00.This is $13,860.34 below the next lowest bidder. Mr. Jones recommends approval of this change order.

A motion to approve the roof change order was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0.

J. Bid Award/Purchases

1.WPCP Door Replacement

Mr. Jones stated that most of the building entry doors in the Water Pollution Control Plant are damaged or dysfunctional. All doors with the exception of the laboratory and primary lift buildings are original construction dating back to the mid-1980s. The doors have defective locksets, hinges, rusted out door slabs, frames and hinges. Bids were solicited for repair and/or replacement of these doors from the following contractors: Robinson Door Security $23,674.00, Graham Commercial Contracting $28,615.00, and Overhead Door of Atlanta $32,280.00. Mr. Jones recommended approval of the Robinson Door & Security bid in the amount of $23,674.00.

A motion to approve the door replacement was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0.

2.Refuse and Recycling Cart Purchases

Tommy Sanders, Public Works Director, stated due to the increase in development and addition of new customers, Solid Waste needs to purchase additional Refuse and Recycling Carts. Both bidders from a previous awarded purchase have agreed to honor their prices, therefore we recommend purchasing 400 recycling carts from Otto for $14,300.00 and 400 refuse carts from Toter for $19,510.88. This is a budgeted item.

A motion to approve to refuse and recycling cart purchases was made by Council Member Stepp and seconded Council Member Hodge. Motion carried unanimously. Vote 5-0.

3.Dumpster Purchase

Tommy Sanders, Public Works Department Head stated that Solid Waste needs to restock the dumpster inventory by purchasing 18 - 8 cubic yard dumpsters. Mr. Sanders solicited bids and recommended the best bid from Baker Waste Equipment for $15,768.00. Baker Waste Equipment dumpsters provide features that are not provided by the low bidder, Interior protective tar coating, blunderbuss sleeves and corner bracing at the door openings. This is a budgeted item.

A motion to approve the dumpster purchase was made by Council Member Stepp and seconded by Council Member and seconded by Tonsmeire. Motion carried unanimously. Vote 5-0.

4.Odorant

Gary Riggs, Gas Department Head came forward and stated Federal regulations require that we odorize our gas for safety purposes. GPM Equipment Sales, Inc. is the sole provider for mercaptan, odorant, in this area. Annually 240 gallons between the two stations. Mr. Riggs requested approval, not to exceed 700 gallons at $24.50 per gallon, or $17,780.

A motion to approve the Odorant was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

5. Infield Groomer

Greg Anderson, Parks and Recreation Department Head stated that quotes were solicited for an infield groomer to be used on the baseball and softball fields. These machines are used 5 to 6 days a week approximately 8-months of the year by park staff, Cartersville School System and Cartersville Little League coaches. Mr. Anderson requested quotes which included; scraping blade, digging/leveling tines, and rake/drag.

Staff had the opportunity to demo one of the ABI units at East Cobb Baseball. The machine exceeded their expectations. Mr. Anderson recommended the low quote of $17,255.00 for the ABI S360. This is budgeted item.

A motion to approve the infield groomer was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0.

Mayor Santini made the following announcements:

Civic Youth Day will be moved from the Spring to the Fall due to test scheduling.

Roselawn will be hosting May Market this weekend.

The Georgia Municipal Association will be in town next week. Mr. Santini wanted to publicly thank the Mayor of Dallas Boyd Austin for bringing a prestigious event to Cartersville.

After announcements, a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 5-0.

Meeting Adjourned at 8:15 p.m.

/s/ ____________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ______________________________
Samantha Dover
Deputy City Clerk

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Appointment - Ward #4

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recomendation:	Cartersville City Council will appoint a Council member to Ward #4 from the applicants interviewed on Tuesday, May 16, 2017. The term for this Council member will be effective June 1, 2017 through December 31, 2019.
City Manager's Remarks:	Council needs to choose among the applicants and appoint a new Councilperson from Ward #4.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Georgia Child Care Provider Month

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recomendation:	This is a Proclamation recognizing May as Georgia Child Care Provider Month.
City Manager's Remarks:	Similar to the proclamations on last agenda, this is a ceremonial item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY of CARTERSVILLE

Proclamation

WHEREAS, Georgia has more than 67,000 early care and education jobs that generate more than $2.45 billion dollars for the state's economy; and

WHEREAS, Cartersville's child care industry is a vital community service that supports healthy families, creates jobs, and contributes to the local economy; and

WHEREAS, in Cartersville, there are 17 licensed early child learning and care programs that provide a nurturing, safe environment for children each day to grow and thrive; and

WHEREAS, Cartersville's high-quality early learning opportunities provide a strong foundation for children's healthy development and readiness to learn; and

WHEREAS, Children who participate in Cartersville's high-quality early childhood learning programs are more likely to have better behavior, be less sick during the year, graduate high school, attend college, and engage in a successful career; and

WHEREAS, Child care workers and early child educators in Cartersville tirelessly nurture and teach future generations of thinkers and achievers, deserving to be appreciated and recognized for their efforts; and

NOW, THEREFORE, I, Matthew J. Santini, Mayor of the City of Cartersville, do hereby proclaim May as GEORGIA CHILD CARE PROVIDER MONTH and urge all my fellow citizens to join me in acknowledging the important role of child care workers and early child educators in the care and education of our children.

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

______________________________Mayor

Attest: ______________________________City Clerk

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Alcohol Text Amendment - Retail Outfitter

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recomendation:	The text amendment creates a definition of "Retail Outfitter." *Retail Outfitter*: A retail outdoor clothing and recreation equipment store that (a) provides fishing and/or hunting guide services away from the store location. Beer, Malt Beverage and Wine pouring are allowed in the designated areas, as established by the Retail Outfitter. 2. Sec. 4-59. - Pouring licenses limited to certain establishments. No application for a pouring license shall be considered from, and no license shall be granted to an applicant whose premises for a pouring outlet is anything other than a restaurant, hotel, motel, private club, lounge retail cigar shop store, retail outfitter or supermarket as defined in this chapter. It is the intention of this division that wine and malt beverages for consumption on the premises be sold only at bona fide restaurants, hotels, motels, private clubs, retail cigar shops, retail outfitter and supermarkets under the restrictions herein set out, and not at walk-in bars or sham establishments, as follows . . . : E. A Retail Outfitter, as specifically defined in this Code, may be issued an on-premises consumption license for sales of beer, malt beverages, and wine without meeting the requirements that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, provided that (a) no more than ten (10) percent of its gross annual sales are derived from the sale of beer, malt beverage, and wine; (b) such sales are made during store hours in designated areas; and (c) meets all applicable building, fire and safety codes in effect for the city. The Director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the Director of planning and development or his designee, and determine if the annual sales meet the required ratio and if not, make appropriate recommendations to the alcohol control board regarding same.

City Manager's Remarks:	Your approval of this item is recommended by the Alcohol Control Board. This item is unchanged since first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Z17-02 Rezoning Application: Multi-Family Housing Project

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recomendation:	This project proposes to construct *72 age restricted (55+),* multi-family housing units in (2) buildings on 5.87 acres. Greenspace and outdoor amenities are also proposed. The project will offer one and two bedroom, garden style rental units within a walkup style, 3-story building unit. The project will be developed using Low-Income Housing Tax Credit (LIHTC) financing and will target low-to-modest income family households earning up to 60% of Area Median Household Income (AMHI). *Eligibility for low income status will require annual income levels for residents in the range of $19,000- $32,000/ yr. Income is required to be verified. The proposed 72-unit project breaks down into (30)- 1 Bedroom units and (42)-2 Bedroom units. Fourteen of the 72 units (20%) are expected to be leased at market value. One bedroom rental rates are expected to range $500-$700/ mo. Two bedroom rental rates are expected to range $600-$800/ mo.* This project is driven by the Department of Community Affair's Georgia Initiative for Community Housing (GICH) program. The lower rental rates generated by LIHTC financing create an "affordable housing" component. *The GICH program requires that a developer commit to a 15-year ownership period with an option for an additional 5 year period which will be exercised for this project.* The City of Cartersville became a GICH community in 2004, but has never received approval for a GICH project. *Planning Commission recommended unanimous approval (6-0) for an age restricted housing development, 55 and over, with the condition that the 55 and over age restriction be included in the deed and zoning for the property.*
City Manager's Remarks:	Your approval of this item is recommended by the Planning Commission.
Financial/Budget Certification:	

Legal:	
Associated Information:	

ZONING SYNOPSIS *(Updated 5/11/17; 5/5/17)*

Petition Number(s): **Z17-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Trisha Murphy**

Representative: **Gary Hammond, Jr.**

Property Owner: **Trisha Murphy**

Property Location: **640 N. Tennessee St.**

Access to the Property: **Tennessee St.**

Site Characteristics:

Tract Size: Acres: **5.874 +/-** District: **4th** Section: **3rd** LL(S): **311**

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

LAND USE INFORMATION

Current Zoning: **MU with conditions (Multi-Use)**

Proposed Zoning: **MU with (1) change to conditions**

Proposed Use: **Change in Condition: Remove "Multi-Family Housing" as an exclusion to the zoning of this parcel. See attached ordinance 16-01, dated March 15, 2001.**

Current Zoning of Adjacent Property:
North: **MU (Multi-Use) and R-15 (Residential)**
South: **MU (Multi-Use) and R-D (Residential)**
East: **MU (Multi-Use)**
West: **R-7 and R-15 (Residential)**

The Future Development Plan designates the subject property as: **Tennessee Street Corridor**

ZONING ANALYSIS

City Departments Reviews ***(5-5-17 No Changes)***

Electric:
Since Georgia Power has an easement on the property, the developer should contact Georgia Power to inform them of the potential project. Georgia Power approval will be required for the project. Electric services are available along Tennessee Street. No exceptions taken.

Fibercom:
No objections

Fire:
Flow test required at existing hydrants. All buildings and units to be sprinkled. Fire vault required. Maximum 500ft spacing between hydrants.

Gas:
No objections. Currently, project will not require natural gas.

Public Works:
Developer should notify GDOT of the potential project. GDOT will be required to approve the project and driveway connections since Tennessee Street is a state highway (Hwy 61). A decel/ accel lane may be required.

Water and Sewer:
Average daily and peak daily sewage flows required. The department is aware of capacity issues within the existing sewer line from the site southward on Tennessee St. A capacity study is needed. It's possible that sewer connectivity and capacity is available to the west along Summit Street. An easement would be required to connect utilities to Summit Street.

Public Comments:
As of 3/31/17, no public comments have been received.

<u>Project Summary:</u> *<u>(Updated 5/11/17)</u>*
This project proposes to construct *<u>72 age restricted (55+)</u>*, multi-family housing units in <u>(2)</u> <u>buildings</u> on 5.87 acres. *<u>Greenspace and outdoor amenities are also proposed. The project will offer one and two bedroom,</u>* garden style rental units within a walkup style, 3-story building unit. The project will be developed using Low-Income Housing Tax Credit (LIHTC) financing and will target low-to-modest income family households earning up to 60% of Area Median Household Income (AMHI).

<u>Eligibility for low income status will require annual income levels for residents in the range of $19,000- $32,000/ yr. Income is required to be verified. The proposed 72-unit project breaks down into (30)- 1 Bedroom units and (42)-2 Bedroom units. Fourteen of the 72 units (20%) are expected to be leased at market value. One bedroom rental rates are expected to range $500-$700/ mo. Two bedroom rental rates are expected to range $600-$800/ mo.</u>

This project is driven by the Department of Community Affair's Georgia Initiative for Community Housing (GICH) program. The lower rental rates generated by LIHTC financing create an "affordable housing" component. *<u>The GICH program requires that a developer commit to a 15-year ownership period with an option for an additional 5 year period which will be exercised for this project.</u>* The City of Cartersville became a GICH community in 2004, but has never received approval for a GICH project.

For this project to be implemented on this site, the zoning condition must be modified. In 2001, per Zoning Case Z01-01, the project site was rezoned from R-15 to M-U (Multiple Use) with the following conditions:

Rezone for retail trade with grounds to be used for weddings, parties, and gatherings. APPROVED WITH CONDITIONS: Automotive specialty shops, multi-family, townhouses, and condos be excluded. Single-family attached limited to R-15 density to not allow an increase in overall allowable density.

<u>STANDARDS FOR EXERCISE OF ZONING POWERS.</u> ***<u>(Updated 5/5/17)</u>***

1. *The existing land uses and zoning of nearby property.*
   The site is surrounded by primarily single family residential uses to the north, south, and west. Single family residential, office and commercial land uses are found to the east. Commercial land uses are generally limited to Tennessee Street frontage with residential uses behind the commercial uses.

2. *The suitability of the subject property for the zoned purposes.*
   The Multiple-Use zoning district permits multi-family housing projects. This use was excluded as a condition of zoning per case Z01-01. The site provides sufficient space to

meet all setback and buffer requirements. Sidewalks and utility access are provided along Tennessee St. The site is 0.9 miles from the CBD.

3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
There is a need for affordable housing for low and modest income families. *A need for low income housing for seniors has also been identified.* This product would help to satisfy that need. The site is also one block north of the northern boundary for the Northtown Revitalization Area identified in the Urban Redevelopment Plan. Affordable housing for lower income families was identified in the Plan. Staff is unaware of any hardships experienced by the current property owner (applicant), and unable to determine what, if any, hardship would be incurred, if this zoning request was denied.

4. *Whether the subject property has a reasonable economic use as currently zoned.*
The current Multiple-Use zoning provides flexibility for a variety of economic uses.

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 proposed multi-family residential use is compatible with the adjacent residential uses as long as all setback and buffer requirements are met. *An age-restricted development will create a lower impact use more aligned with single family residential impact.*

6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning modification to permit multi-family housing should not negatively impact the adjacent residential or commercial uses. *An age-restricted development will create a lower impact use more aligned with single family residential impact.*

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 proposed condition modification and project does support the future development map and goals of the Comprehensive Plan for the Tennessee Street Corridor.

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.*
The proposed use will not adversely impact the environment. Sufficient space on site is available to install best management practices to protect natural resources.

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 proposed modification will have a minimal impact on infrastructure. A sewer capacity study reveals that sewer capacity is available. *A recent traffic study presents data that there will be minimal impacts to the Tennessee Street corridor during peak hours for a traditional multi-family development. An age-restricted development will have even less impact. An age-restricted development should have no impact on the school system.*

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 conditions affecting the use or development.

STAFF RECOMMENDATION: *(Updated 5/5/17)*
The proposed zoning modification to remove multi-family housing from the list of excluded land uses *for the development of a 55+, age restricted development* seems reasonable as long as all setbacks and buffers are met. Multi-family housing is an allowed use by right in the Multi-Use zoning district. *The sewer capacity questions seem to have been answered by the capacity study (attached). The water department has issued a letter stating that capacity is available. An age-restricted development will have much less impact on Tennessee St during peak hours than a traditional multi-family development. School district concerns should be eliminated with the proposed age restriction.*

Also, the proposed project introduces a product to the area that could satisfy needs identified in the 2010 Urban Redevelopment Plan for the Northtown Revitalization Area. Though not specifically addressing single family residences or homeownership, no other project of this type has been proposed in or adjacent to the area. A diversity of housing options often contributes to a neighborhood's vitality.

Staff recommends approval.

PLANNING COMMISSION RECOMMENDATION: (updated 5/11/17)

Approval (6-0)

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Prohibited Truck Traffic Revision

SubCategory:	First Reading of Ordinances
Department Name:	Public Works
Department Summary Recomendation:	This ordinance revision adds five new “No Through Trucks” streets to Chapter 12 – Motor Vehicles and Traffic, the new streets are in 12-1014 (i) through (m). These streets were added for various reasons including physical restrictions that limit truck movement, incorrect Google Map application directions, and horizontal or vertical alignment limitations that make it best to restrict truck traffic.
City Manager's Remarks:	This revision is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.______

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12 – MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. – TRAFFIC SCHEDULES. SECTION 12-1014. – PROHIBITED TRUCK TRAFFIC, IS HEREBY AMENDED BY DELETING IT IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

1.

Sec. 12-1014. - Prohibited truck traffic.

(a) No vehicles over six (6) wheels on Martin Luther King, Jr. Drive, east of Galt Street.

(b) Latimer Road, no vehicles over six (6) wheels allowed and no dump trucks

(c) No vehicles over six (6) wheels on Charles Street from Cassville Road to West Cherokee Street.

(d) No vehicles over six (6) wheels on Brookwood Drive.

(e) These prohibitions do not apply to moving vehicles on the actual day of a move from a residence or other establishment, authorized emergency vehicles, and authorized government vehicles.

(f) The city is authorized to post appropriate signage on said roads to notify the public of said restrictions.

(g) No trucks over six (6) wheels on Lee Street between West Avenue and Etowah Drive.

(h) No trucks over six (6) wheels to make right turns onto North Erwin Street from West Main Street, westbound (SR 113/61).

(i) No through trucks over six (6) wheels on West Avenue from its intersection with Etowah Drive to the intersection with South Erwin Street.

(j) No through trucks over six (6) wheels on Mockingbird Drive from its intersection with Tennessee Street/Georgia Highway 61 to the intersection with Joe Frank Harris Parkway/State Route 3/US Highway 41.

(k) No through trucks over six (6) wheels on Bartow Street from its intersection with West Main Street/State Route 61 to the intersection with West Avenue.

(l) No through trucks over six (6) wheels on Jones Mill Road from its intersection with Porter Street to the railroad overpass.

(m) No through trucks over six (6) wheels on Church Street from its intersection with Bartow Street to the intersection with Wofford Street.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: _______________________________
MEREDITH ULMER, CITY CLERK

Ordinance no.______

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12 – MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. – TRAFFIC SCHEDULES. SECTION 12-1014. – PROHIBITED TRUCK TRAFFIC, IS HEREBY AMENDED BY DELETING IT IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

1.

Sec. 12-1014. - Prohibited truck traffic.

(a) No vehicles over six (6) wheels on Martin Luther King, Jr. Drive, east of Galt Street.

(b) Latimer Road, no vehicles over six (6) wheels allowed and no dump trucks (SIMPLIFIED)

(c) No vehicles over six (6) wheels on Charles Street from Cassville Road to West Cherokee Street.

(d) No vehicles over six (6) wheels on Brookwood Drive.

(e) These prohibitions do not apply to moving vehicles on the actual day of a move from a residence or other establishment, authorized emergency vehicles, and authorized government vehicles.

(f) The city is authorized to post appropriate signage on said roads to notify the public of said restrictions.

(g) No trucks over six (6) wheels on Lee Street between West Avenue and Etowah Drive.

(h) No trucks over six (6) wheels to make right turns onto North Erwin Street from West Main Street, westbound (SR 113/61).

NEW NEW

(i) No through trucks over six (6) wheels on West Avenue from its intersection with Etowah Drive to the intersection with South Erwin Street.

(j) No through trucks over six (6) wheels on Mockingbird Drive from its intersection with Tennessee Street/Georgia Highway 61 to the intersection with Joe Frank Harris Parkway/State Route 3/US Highway 41.

(k) No through trucks over six (6) wheels on Bartow Street from its intersection with West Main Street/State Route 61 to the intersection with West Avenue.

(l) No through trucks over six (6) wheels on Jones Mill Road from its intersection with Porter Street to the railroad overpass.

(m) No through trucks over six (6) wheels on Church Street from its intersection with Bartow Street to the intersection with Wofford Street.

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Prohibited Engine Brake Revision

SubCategory:	First Reading of Ordinances
Department Name:	Public Works
Department Summary Recomendation:	This ordinance revision is to add a new section to Chapter 12 – Motor Vehicles and Traffic, to restrict the use of truck engine brakes in residential areas; it specifically creates a "No Engine Brake" area on parts of West Ave and Etowah Drive. The recommendation for this came from a meeting between a citizen group and Councilman Jayce Stepp.
City Manager's Remarks:	This revision is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.______

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12 – MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. – TRAFFIC SCHEDULES. IS HEREBY AMENDED BY ADDING THE NEW SECTION 12-1016 – ENGINE BRAKE PROHIBITED AS FOLLOWS:

1.

Sec. 12-1016. – Engine Brake Prohibited.

(a) *Purpose*. The purpose of this ordinance is to prohibit the excessive, loud, unusual or explosive use of engine and compressed air-braking devices within designated areas in the City of Cartersville.

(b) *Definitions*. For the purposes of this ordinance the following words and phrases are defined as follows:

1. *Compression Brake.* Any device which, by the release of compressed air within an engine cylinder prior to the ignition of fuel therein, results in the slowing of said vehicle and/or braking without the use of wheel brakes and said devices are commonly referred to as “Jacob’s Brakes,” “Jake Brakes,” “Dynamic Brake,” “C-Brake,” or “Paccar Brake.”

2. *Engine Brake.* Any device which, by the release of compressed air within an engine cylinder prior to the ignition of fuel therein, results in the slowing of said vehicle and/or braking without the use of wheel brakes, said devises commonly referred to as “Jacob’s Brakes,” “Jake Brakes,” “Dynamic Brake,” “C-Brake,” or “Paccar Brake.”

(c) *Prohibitions*. It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within designated areas in the City of Cartersville, any engine brake, Compression brake or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle that results in excessive, loud, unusual or explosive noise from such vehicle, unless such use is necessary to avoid imminent danger. Such prohibition shall be applicable only to those public highways or portions specifically identified in this Ordinance.

(d) *Areas of Prohibition*. The prohibition set forth herein shall apply to the following public highways in the City of Cartersville, Georgia or portions thereof:

1. State Route 61 from its intersection with Attaway Drive to the intersection with West Main Street.

(e) *Signage*. Signs stating "VEHICLE NOISE LAWS ENFORCED" or "ENGINE BRAKE ORDINANCE ENFORCED" may be installed at locations deemed appropriate by the Public Works Director to advise motorists of the prohibitions contained in this ordinance, except that no sign stating "VEHICLE NOISE LAWS ENFORCED" or "ENGINE BRAKE ORDINANCE ENFORCED" shall be installed on a state highway without a permit from the Georgia Department of Transportation. The provisions of this ordinance shall be in full force and effect even if no signs are installed.

(f) *Exceptions***.** Emergency vehicles shall be exempt from the application of this ordinance.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ________________________________
MEREDITH ULMER, CITY CLERK

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Hydraulic Cylinder Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Solid Waste
Department Summary Recomendation:	Solid Waste would like to purchase two hydraulic cylinders from WasteBuilt for $2.714.20 each for a total of $5,428.58. These cylinders provide the compaction for one of our Commercial Front Loader Garbage Trucks that service dumpsters. The existing cylinders started leaking hydraulic fluid and this item is on a four-month back order from the manufacturer, but we found a parts warehouse that had two in stock. This is a budgeted item and we recommend approval of this purchase.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from maintenance of vehicles.
Legal:	
Associated Information:	

QUOTATION

WASTEBUILT
STEPP - ID PARTS
560 Territorial Dr
Bolingbrook, IL 60440-4814
US
855-289-7278

Order Number	
1653376	
Order Date	Page
5/11/2017 10:38:56	1 of 1

Quote Expires On 11/7/2017

Bill To:

City of Cartersville
P.O. Box 1390
Cartersville, GA 30120
USA

0000000000

Ship To:

City of Cartersville
330 South Erwin St
Cartersville, GA 30120
USA

Customer ID: 111398

PO Number	*Ship Route*	*Taker*
		SUSAN_SWEENEYALLENE

Quantities					*Item ID*	*Pricing*		
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*	*Item Description*	*UOM* *Unit Size*	*Unit Price*	*Extended Price*
2.0000	0.0000	2.0000	EA		E7-21-17876	EA	2,714.2900	5,428.58
			1.0		PACK/EJECT CYLINDER S/A 21-14781	1.0		

Total Lines: 1

SUB-TOTAL:	5,428.58
TAX:	0.00
AMOUNT DUE:	**5,428.58**

U.S. Dollars

Item # 8

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Distribution & Collection Copier

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recomendation:	Currently the Water Department Distribution and Collection System Office uses a circa 2000 Canon Copier with a total copy count approaching 96,000 pages. The machine has been increasingly problematic requiring frequent reboots, error messages and paper handling issues. The machine no longer feeds paper and is leaving streaks on copies. David Stiles with IT was contacted regarding a replacement machine. In order to insure compatibility with the City computer network, David specified and obtained the attached Canon quote. Per his recommendation, this is a sole source purchase. I recommend approval of the purchase of the Canon unit detailed on quote S0683914.01 in the amount of $6,837.00. This will be paid through account: 505.3320.54.2100 - Machinery.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Canon
CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

PURCHASE AND MAINTENANCE AGREEMENT

National IPA

PMAF# S0683914.01

Salesperson: Anne Kathryn Reissing   Order Date: 4/20/2017

Customer ("You"):	Customer Account: 1002993		Ship To:		
Company: City of Cartersville			Company: City of Cartersville Water Treatment Plant		
Address: 1 N Erwin St			Address: 100 Walnut Grove Rd		
City: Cartersville	County: BARTOW		City: CARTERSVILLE	County: BARTOW	
State:GA	Zip: 30120	Phone: 770.387.5621	State: GA	Zip: 30120-6426	Phone: 770.387.5621
Contact: David Stiles		Fax:	Contact: David Stiles		Fax:
E-Mail: dstiles@cartersvillega.com			E-Mail: dstiles@cartersvillega.com		

Equipment, Supplies and Licenses of Application Software with listed third party support contracts: See Schedule A

Payment Terms	Other Requirements		
☐ Check with Order Check # ______	☑ Purchase P.O. Required	Subtotal	6,837.00
☑ Net 30	P.O.# ______	Delivery/Install	$0.00
☐ Other ______	☑ Maintenance P.O. Required	Sales Tax	
☐ Credit Card	P.O.# ______	Total	
Requires submission of secure credit card authorization form.	☑ Tax Exempt (Attach Certificate)	Deposit	$0.00
		Balance Due	

This transaction shall be governed in all respects by the Terms and conditions of contract # CP-002-13 dated 10-1-2013 between Canon Solutions America, Inc. and DuPage County and any terms and conditions which conflict with, vary from or supplement the Agreement terms shall be deemed null and void.

EQUIPMENT MAINTENANCE — **Select 1 option:** ☑ Included for all Equipment ☐ Included, except for Equipment excluded on Schedule A ☐ Decline ☐ Under separate agreement

Base Charge Billing Cycle

☑ Monthly ☐ Quarterly ☐ Other ______

Coverage Plan

☑ Per Unit ☐ Fleet If adding to existing fleet, applicable contract # ______ ☐ Aggregate If adding to existing Aggregate, provide either a contract # or serial # ______

Excess Per Image Charge Billing Cycle	Initial Term	Consumables Inclusive
☑ Monthly ☐ Quarterly ☐ Other ______	36 Months (min. 12)	☑ Toner (excludes Clear) ☐ Other ______

CUSTOMER SATISFACTION POLICY

If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE ITEMS LISTED AND MAINTENANCE IF SELECTED ABOVE, IN SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF THIS FACE PAGE, THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2, SCHEDULE A AND ANY ADDENDUM(S) ATTACHED HERETO.

Customer's Authorized Signature ______________________

Printed Name ______________ Title ______________ Date ______________

Item # 9

PMAF# S0683914.01

ADDITIONAL TERMS AND CONDITIONS

These are the additional terms and conditions referred to on the face page to which they are attached (such face page, schedules and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

1. PURCHASE OF EQUIPMENT AND MAINTENANCE

1.1 Listed Items and Maintenance. You agree to purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts, if applicable (the "Listed Software" and, together with the Equipment, the "Listed Items"), as indicated on Schedule A and in any addendum(s) thereto (collectively, the "Schedule"). If you have selected maintenance on the face page, you also agree to purchase the maintenance services described in Section 2 below (such services are subject to the exclusions herein, "Maintenance") for the Listed Items described in Section 2 below ("Maintenance"). (a) The total purchase price specified on the face page, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms herein. (b) In addition to the amounts shown in this Agreement, you shall pay CSA's rates if any special rigging is necessary for delivery and installation. (c) CSA reserves the right to withhold shipment of the Listed Items until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness. If, at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration with respect to any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

1.2 Maintenance Term. Maintenance under this Agreement, if selected by you on the face page, shall start on the date (the "Start Date") of installation for newly installed Equipment covered under toner inclusive maintenance. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The initial Maintenance term specified on the face page shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate this Agreement during any renewal term on 30 days written notice to CSA.

1.3 Maintenance Charges. Base charges shall be billed in advance and per image charges, shall be billed in arrears. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. (a) Consumables Inclusive Maintenance includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. b) If you have selected the Fleet or Aggregate Coverage plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule , unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

2. Maintenance. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS SECTION 2 ONLY IF YOU HAVE SELECTED THE SAME ON THE FACE PAGE. CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays). (a) You shall give CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate maintenance for any Equipment you relocate to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services will become the property of CSA and you disclaim any interest therein. (b) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (c) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis. (d) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (e) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

3. Non-Covered Service. The following services, and any other work beyond the scope of this Agreement are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Listed Items with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of network/system connection device, except when listed on face page. If you have NOT selected Maintenance on the face page, any of the maintenance services described in Section 2 above shall be available only upon your request, and shall be invoiced in accordance with CSA's then current labor, parts and supply charges.

4. DATA: You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposed of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of its affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, , (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 4 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

5. Limited Warranty. All Canon and Ocè brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS. This warranty does not extend to, and you shall pay, CSA's labor, parts and supply charges for any of the non-covered service described in Section 3 above.

6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Other than the limited warranty for the Canon-brand Equipment in Section 5 above, CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA OR THE MAINTENANCE OR ANY OTHER SERVICES HEREUNDER.

7. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate Maintenance in whole or in part upon your nonpayment or other default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith, you shall nonetheless pay all undisputed amounts when due and promptly make a good faith effort to resolve such dispute with CSA within no later than thirty (30) days after the due date of the disputed charges. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 1.3(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. SECURITY; LATE PAYMENT. As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or $10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

9. CHOICE OF LAW AND FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

10. GENERAL. This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Equipment by CSA. This Agreement constitutes the entire agreement between the parties with respect to the purchase of the Listed Items and Maintenance, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 4, which by their nature can be construed to survive the expiration or termination of this Agreement shall so survive. If so indicated on a Schedule, you (or your leasing company) may submit a purchase order for procurement of Listed Items, and you may submit a purchase order for procurement of Maintenance hereunder, but any terms and conditions set forth in any purchase order (including a leasing company purchase order) which conflict with, vary from, modify or supplement the provisions of this Agreement shall be deemed null and void and of no force or effect, notwithstanding any statement to the contrary contained in any such purchase order. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

Item # 9

This transaction shall be governed in all respects by the Ts&Cs of contract # CP-002-13 dated 10-1-2013 between CSA and DuPage County and any Ts&Cs which conflict with, vary from or supplement the Agreement terms shall be deemed null and void.

Customer Initials_____

Canon
CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Purchase and Maintenance Agreement - NIPA

Schedule A

#PMAF S0683914.01

Customer Name: CARTERSVILLE, CITY OF

Key to Meter Read Method: imageWARE Remote unless noted below (or) W = myCSA website

Ship To Information

Delivery Address: 100 Walnut Grove Rd			Connectivity Contact: David Stiles
City: CARTERSVILLE		County: BARTOW	I/T Phone #: 770.387.5621 / E-Mail: dstiles@cartersvillega.com
State: GA	Zip: 30120-6426	Phone #: 770.387.5621	Elevator: Yes ☐ No ☑ / Loading Dock: Yes ☐ No ☑
Delivery Contact: David Stiles		Fax #:	Earliest Delivery Date: 4/28/2017 / # of Steps: 0 / Hours of Operation: 9-5
E-Mail: dstiles@cartersvillega.com			Special Instructions:

Equipment Information

Item Code	Product Description	Qty	Serial #
8477B004	IRADVC3330I	1	
8786B002	CASSETTE FEEDING UNIT-AL1	1	
8473B001	STAPLE FINISHER-U1	1	
8480B002	SUPER G3 FAX BOARD-AR1	1	
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	
2862V005	IR C3325/3330/3525/3530 INSTALL PAK	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Equipment Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

☐ Equipment excluded from Maintenance ☐ Corporate Advantage ☐ Equipment under separate MPS agreement

Base Charge	Covered Imaged Included B & W	Covered Imaged Included Color	Covered Imaged Included Long sheet
	0	0	

Start Meter B & W	Start Meter Color	Excess per Image Charge B & W	Excess per Image Charge Color	Excess per Image Charge Long sheet
		0.01100	0.06730	

Alternate Meter Read Method: W

☐ Equipment excluded from Maintenance ☐ Corporate Advantage ☐ Equipment under separate MPS agreement

Base Charge	Covered Imaged Included B & W	Covered Imaged Included Color	Covered Imaged Included Long sheet

Start Meter B & W	Start Meter Color	Excess per Image Charge B & W	Excess per Image Charge Color	Excess per Image Charge Long sheet

Alternate Meter Read Method: ______

This transaction shall be governed in all respects by the Terms and conditions of contract # CP-002-13 dated 10-1-2013 between Canon Solutions America, Inc. and DuPage County and any terms and conditions which conflict with, vary from or supplement the Agreement terms shall be deemed null and void.

Item #9

Maintenance Base Charge Schedule Page Total

Customer Initials: ______ Date: ______

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
D&C Annual Fire Hydrant Restock

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recomendation:	The Distribution and Collection Division (D&C) budgets annually for replacement of aging, obsolete and damaged fire hydrants. Quotes were requested from the following for hydrants needed to replenish our stock: Kendall Supply $24,659.20 Ferguson Waterworks $24,755.37 Fortiline Waterworks $24,908.25 HD Supply $33,496.02 I recommend approval of the Kendall Supply bid in the amount of $24,659.20. This is a budgeted item and will be paid through account 505.3320.54.2012 – Fire Hydrants.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Kendall SUPPLY

WAREHOUSE: 4147 JILES ROAD
KENNESAW, GA 30144
PH: 678-377-3215 FX: 678-377-3201

Quotation # 0509TM

Date: 05/09/17

Customer	CITY OF CARTERSVILLE				
Address					
City	CARTERSVILLE	State	GA	Zip	
Phone		Fax			
Attention:	TERRY JORDAN				

Job Name	
Sales Rep.	T MARTIN
FOB	DEST
Delivery	
Expires	05/30/17

Item # 10

Qty	Item # / Description	Unit Price	TOTAL
1	5.25 X 2'6" BURY MH FIRE HYD	$1,347.50	$1,347.50
2	5.25 X 3'0" BURY MH FIRE HYD	$1,381.25	$2,762.50
2	5.25 X 3'6" BURY MH FIRE HYD	$1,414.95	$2,829.90
5	5.25 X 4'0" BURY MH FIRE HYD	$1,448.55	$7,242.75
4	5.25 X 4'6" BURY MH FIRE HYD	$1,482.25	$5,929.00
3	5.25 X 5'0" BURY MH FIRE HYD	$1,515.85	$4,547.55

SubTotal	$24,659.20
Shipping & Handling	$0.00
Taxes	$0.00
TOTAL	$24,659.20

Net 30 Tax %: 0%

Page 1 of 1

Quote good for days

Kendall Municipal Supply

Terry Martin- Branch Manager- Terrymartin@kendallsupply.com

PH 678-377-3215 OR FAX 678-377-3201

Your #1 Municipal Water and Sewer Needs Provider

A division of Kendall Supply, Inc.

QUOTE

FORTILINE WATERWORKS

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214325	FORTILINE CARTERSVILLE	5640641	5/09/17	1

CUSTOMER	PROJECT INFORMATION
CARTERSVILLE WATER DEPARTMENT PO BOX 1390 CARTERSVILLE, GA 30120	REQUESTED MATERIAL 5/9/17

Item # 10

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	5-1/4VO HYD 2'6" 6MJ O/L 129 L/ACC	1,376.0000	1,376.00
20	2	EA	5-1/4VO HYD 3'0" 6MJ O/L 129 L/ACC	1,410.3600	2,820.72
30	2	EA	5-1/4VO HYD 3'6" 6MJ O/L 129 L/ACC	1,444.7200	2,889.44
40	5	EA	5-1/4VO HYD 4'0" 6MJ O/L 129 L/ACC	1,425.0000	7,125.00
50	4	EA	5-1/4VO HYD 4'6" 6MJ O/L 129 L/ACC	1,513.4300	6,053.72
60	3	EA	5-1/4VO HYD 5'0" 6MJ O/L 129 L/ACC	1,547.7900	4,643.37
80	6	EA	6" MJ 90 C153	42.7100	256.26
90	10	EA	6" ONE-LOK MJ REST DIP SLDE6	16.4500	164.50
110	2	EA	8" MJ GV O/L 7571-01 L/ACC	650.0000	1,300.00
120	3	EA	8" MJ 90 C153	62.1200	186.36
130	2	EA	8" MJ 45 C153	48.7500	97.50
150	1	EA	562S SCREW VB COMP 24"-36"	32.0000	32.00
			THANK YOU, SHANE HARWOOD **CELL # 770-295-8665**		
				Subtotal:	**26,944.87**
				Tax:	**.00**
				Bid Total:	**26,944.87**

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All material is quoted for shipment within 30 days of bid or quote date. After 30 days,
ALL quote prices are subject to review, based on current market conditions.

Ent By TMP 5/09/17 9:34:21

BIDCNEW

FERGUSON Waterworks

FEI - GEORGIA WATERWORKS
187 POPLAR RD
MACON, GA 31201-8100

Phone: 478-746-4885

Deliver To:
From: **Kenneth Beckom**
Comments:

18:55:55 APR 18 2017

FERGUSON WATERWORKS #554
Price Quotation
Phone: 478-746-4885

Bid No: B383837
Bid Date: 04/18/17
Quoted By: KWB

Cust Phone: 770-387-5657
Terms: NET 10TH PROX

Item # 10

Customer: CITY OF CARTERSVILLE
ATTN ACCOUNTS PAYABLE
P O BOX 1390
CARTERSVILLE, GA 30120

Ship To: CITY OF CARTERSVILLE
ATTN ACCOUNTS PAYABLE
P O BOX 1390
CARTERSVILLE, GA 30120

Cust PO#: TERRY

Job Name: WATERLINE MTRL

Item	Description	Quantity	Net Price	UM	Total
	FIRE HYDRANTS				
	==========================				
SP-AFCB62BLAOLK6	5-1/4 VO B62B HYD 2.5' BURY OL L/A	1	1391.470	EA	1391.47
AFCB62BLAOLM	5-1/4 VO B62B HYD 3'0 BURY OL L/A	2	1391.470	EA	2782.94
AFCB62BLAOLN	5-1/4 VO B62B HYD 3'6 BURY OL L/A	2	1425.580	EA	2851.16
AFCB62BLAOLP	5-1/4 VO B62B HYD 4'0 BURY OL L/A	5	1449.360	EA	7246.80
AFCB62BLAOLR	5-1/4 VO B62B HYD 4'6 BURY OL L/A	4	1483.240	EA	5932.96
AFCB62BLAOLS	5-1/4 VO B62B HYD 5'0 BURY OL L/A	3	1516.680	EA	4550.04
	SUBTOTAL				24755.37

	MJ FITTINGS				
	==========================				
MJ9LAU	6 MJ C153 90 BEND L/A	6	80.470	EA	482.82
SSLDE6	6 DI MJ WDG REST GLND *ONELOK	10	17.160	EA	171.60

AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	2	635.110	EA	1270.22
MJ9LAX	8 MJ C153 90 BEND L/A	3	117.040	EA	351.12
MJ4LAX	8 MJ C153 45 BEND L/A	2	95.100	EA	190.20

PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR	42	65.000	EA	2730.00
	SUBTOTAL				5195.96

Net Total:	$29951.33
Tax:	$0.00
Freight:	$0.00
Total:	$29951.33

HD SUPPLY WATERWORKS

Bid Proposal for HYDRANTS & FITTINGS

CARTERSVILLE, CITY OF
Bid Date: 05/10/2017
HD Supply Bid #: 318362

HD Supply Waterworks
2111 Moon Station Dr
Kennesaw, GA 30144
Phone: 770-423-0583
Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
10	1	A423 5-1/4VO HYD 2'6"B 6MJ NST 3WAY O/L W/ACC	EA	1,729.62	1,729.62
20	2	A423 5-1/4VO HYD 3'0"B 6MJ NST 3W O/L W/ACC	EA	1,772.00	3,544.00
30	2	A423 5-1/4VO HYD 3'6"B 6MJ 3W L/ACC 423-501999 (RED)	EA	1,783.44	3,566.88
40	5	A423 5-1/4VO HYD 4'0"B 6MJS 3W L/ACC	EA	1,856.92	9,284.60
50	4	A423 5-1/4 4'6" NSOL 6MJ 3W LA (L/ACC) 423-501704 (RED)	EA	1,868.31	7,473.24
60	3	A423 YELLOW HYD 5'B 6"MJ L/ACC 3W	EA	1,910.73	5,732.19
70	6	6 MJ 90 BEND(I) CP DI C153	EA	43.31	259.86
80	10	6 ONE-LOK DI RESTR SLDE6 (I) SIGMA (DIP) GLAND ONLY	EA	15.35	153.50
90	2	8 7571 MJ RW GV DI OL L/ACC GATE VALVE	EA	713.40	1,426.80
100	3	8 MJ 90 BEND (I) CP DI C153	EA	62.99	188.97
110	2	8 MJ 45 BEND (I) CP DI C153	EA	51.18	102.36
120	1	562-S VLV BOX W/LID M/WATER	EA	34.00	34.00
				Sub Total	33,496.02
				Tax	0.00
				Total	**33,496.02**

Actual taxes may vary

TERMS AND CONDITIONS OF SALE("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".

2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.

3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.

4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.

5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.

7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.

8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.

9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.

10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.

11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.

12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.

14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Sewer Push Camera for Water Department Engineering

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	In 2013, the Water Department purchased a RIDGID Tool push camera for inspecting small diameter sewer pipes in the 4 – 8-inch range. Since then, this camera has become indispensable in diagnosing pipe defects, blockage causes and locating mains that have not been mapped. I would like to purchase a second camera unit for use by the Engineering Department. The current camera is used almost daily by our collection system crews and as a result often unavailable for use by others. Quotes for the same camera system as was purchased in 2013 were requested from the following vendors: Ferguson Waterworks $11,319.27 P&H Supply Company $13,981.20 Rumfola Sales & Service $14,995.00 I recommend approval of the Ferguson Waterworks bid in the amount of $11,319.27. This will be paid through account number 505.3320.54.2320 – Instruments & Implements.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

FERGUSON Waterworks

FEI - GEORGIA WATERWORKS
187 POPLAR RD
MACON, GA 31201-8100

Phone: 478-746-4885

Deliver To:
From: **David Bryan**
Comments:

09:07:02 APR 27 2017

FERGUSON WATERWORKS #554
Price Quotation
Phone: 478-746-4885

Bid No: B384663
Bid Date: 04/27/17
Quoted By: DLB

Cust Phone: 770-387-5657
Terms: NET 10TH PROX

Customer: CITY OF CARTERSVILLE
ATTN ACCOUNTS PAYABLE
P O BOX 1390
CARTERSVILLE, GA 30120

Ship To: CITY OF CARTERSVILLE
ATTN ACCOUNTS PAYABLE
P O BOX 1390
CARTERSVILLE, GA 30120

Cust PO#:

Job Name: RIGID

Item	Description	Quantity	Net Price	UM	Total
R57138	CS6X DIGIT RECORDING MNTR 2 BATRY	1	2171.770	EA	2171.77
R48488	200 SEESNAKE VIDEO INSP SYS	1	5507.370	EA	5507.37
R21893	RECEIVER SR 20 UTIL LOCATO	1	2110.630	EA	2110.63
R21903	TRANS ST 510 UTIL 10WAT	1	1529.500	EA	1529.50

Net Total:	$11319.27
Tax:	$0.00
Freight:	$0.00
Total:	$11319.27

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

P & H SUPPLY CO., INC.
101 LENNOX AVE.
P. O. BOX 268
WARRENTON, GA 30828
USA

Voice: 800-836-8705
Fax: 706-465-3695

QUOTATION

Quote Number: 4778
Quote Date: Apr 26, 2017
Page: 1

Quoted To:

CITY OF CARTERSVILLE
P.O. BOX 1390
100 WALNUT GROVE RD.
CARTERSVILLE, GA 30120
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
CART100	5/26/17	Net 30 Days	ROB SPILLER

Quantity	Item	Description	Unit Price	Amount
1.00	RID-57138	KIT, CS6X WITH 2 BAT & CHARGER	2,677.85	2,677.85
1.00	RID48488	RIDGID MINI 200' COLOR SELF-LEVELING REEL	6,821.45	6,821.45
1.00	RID-21893	RECEIVER,SR-20 UTILITY LOCATOR	2,601.90	2,601.90
1.00	RID21903	SEEKTECH ST-510 TRANSMITTER	1,880.00	1,880.00
		WHEN PURCHASED THROUGH		
		P & H SUPPLY		
		YOU WILL RECEIVE		
		FREE FACTORY TRAINING		
		FREE DELIVERY		
		FREE UPGRADES		
		FREE LIFETIME LIMITED WARRANTY		

Subtotal	13,981.20
Sales Tax	
Freight	
TOTAL	**13,981.20**

Item # 11

Rumfola Sales & Service
10898 North Dual
Baton Rouge, La. 70814
225-757-5339
225-757-5349 (fax)

Quote

Date	Quote #
4/27/2017	403095

Name / Address	Ship To
CITY OF CARTERSVILLE 100 WALNUT GROVE CARTERSVILLE, GA 30120	

P.O. No.	EQUIPMENT	Terms	Rep	FOB
		TBA	JH	

Qty	Item	Description	Price each	Total
1	SPECIAL ORDER	138, CS6X KIT, CHARGE AND 2 BATTERIES	3,000.00	3,000.00T
1	SPECIAL ORDER	48488 MINI 200 COLOR SELF-LEVELING REEL	7,000.00	7,000.00T
1	SPECIAL ORDER	21893, SR-20 RECEIVER, UTILITY LOCATOR	2,995.00	2,995.00T
1	SPECIAL ORDER	21903, SEEKTECH ST-510 TRANSMITTER	2,000.00	2,000.00T
		PLUS FREIGHT		
		Sales Tax	0.00%	0.00
			Total	$14,995.00

Item # 11

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Electric Department Recloser Upgrade

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recomendation:	The Electric Department has a group of electronic equipment that we use on our system for automatic power restoration. Effective immediately, the company that provided the electronic communications with these devices no longer provides this service (2G) because of antiquated technology. The equipment has been in service since 2004. We are partnering with FiberCom to provide a fiber communications network to the reclosers. The Electric Department is requesting to upgrade the recloser controls to be able to gather system data to improve the efficiency and reliability of our system. We have received bids from two companies that specialize in this technology, Eaton Company and Power Connections. The total of the two bids from Eaton is for $31,049.57 (see attached bids) and the total bid from Power Connections is for $28,600.00. The Electric Department is recommending the low bid from Power Connections for $28,600.00. This is a budgeted item.
City Manager's Remarks:	Your approval of this equipment purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

POWER CONNECTIONS, INC

Thursday, April 27, 2017

TO: City of Cartersville Electric System
Derek Hampton
Phone: 770-387-5631
Email:
dhampton@cityofcartersville.org

FROM: Lisa McGriff
Email: lisa@powerconnections.com

SUBJECT: SEL Quote # USPWC1255-17, Rev. 3

Thank you for this inquiry. We are pleased to offer the following quotation:

NO.	DESCRIPTION	UNIT PRICE	QTY	TOTAL PRICE
1	Part No. 35304BB0X1211X000XXXX Key: 5461 SEL-3530-4 RTAC: Real-Time Automation Controller	$5,050.00	1	$5,050.00
2	Part No. 0651RA01XAAXAE1A232DXXXX Key: 0836 SEL-651RA: Traditional Retrofit Recloser Control (14-pin) with Automatic Network Reconfiguration, Harmonic Analysis, Six Voltage Inputs, EZ Settings, Power Quality Monitoring, 8 Settings Groups, Template Storage, SEL Fast SER, DNP3 Level 2 Outstation, and 120/230 Vac or 125/250 Vdc Power Supply with Integral Battery Charger	$4,710.00	5	$23,550.00
			TOTAL (USD)	**$28,600.00**

NOTE* Customer is responsible for confirming correct quantities and SEL part numbers on this quote according to end-user specification descriptions.

One **manual** is provided at no charge with each relay shipped. For most equipment the default format is a **CD-ROM manual**. If a **paper manual** is preferred, include that request when ordering.

Complete end user information must be provided before order can be processed for Resale, Export or OEM. Please reference Power Connections quote number when placing an order.

Current lead times are as long as 30 working days from receipt of order unless otherwise noted. Cables and software are shipping in approximately 15 working days. Lead times are not guaranteed and may be affected by special specifications or situations existing at the time the order is processed. Prices include ground freight prepaid within the continental US when using our recommended freight carrier. Orders with multiple items may be shipped from multiple locations and may come in more than one delivery. Order Terms are Net 30 days. Prices are valid for 60 days. Pricing is valid for US/Canada end users only. Please contact us for additional information. United States law prohibits disposition of these commodities to sanctioned countries. Refer to the U.S. Government website for a complete list of sanctioned countries.
http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx

THIS OFFER IS SUBJECT TO CURRENT SEL SALES TERMS, WHICH ARE AVAILABLE UPON REQUEST.

(Quote expiration: 6-27-2017)

Please feel free to call if you need additional information or have any questions.
We appreciate the opportunity to quote and look forward to being of further service to you.

Purchase orders should be issued to: Schweitzer Engineering Laboratories, Inc.

c/o Power Connections, Inc.
115 Adris Place
Dothan, AL 36303

Please direct all inquiries relating to this quotation to Lisa McGriff.
Thank you,

Lisa McGriff

Lisa McGriff
Email: lisa@powerconnections.com

Powering Business Worldwide

Cooper Industries (Electrical) Inc.

Customer Quotation

Quotation Number Date
21644233 **11/16/2016**
Cust. purchase order no. Cust. no.
City of Cartersville **62325**
Prepared By
Nathalie Dubois
Validity period
11/16/2016 to 12/28/2016
Customer Service Contact
NATHALIE DUBOIS 418-830-5813

Sold-to address
CITY OF CARTERSVILLE
50087
320 SOUTH ERWIN STREET
CARTERSVILLE GA 30120-3914
US

Ship-to address
CITY OF CARTERSVILLE
50087
320 SOUTH ERWIN STREET
CARTERSVILLE GA 30120-3914
US

Incoterms: Pre-Paid Levis, Quebec, Canada
Payment Terms: Paid by Credit Card

Please see the last page of the Customer Quotation for additional information

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item	**Catalog Number**					
	Cust.Material Number					
10	1	EA	SMP4DP	SMP4DP-00AACAD00	2,009.23	2,009.23
	SMP4DP-00AACAD00					

Additional Product Group Characteristics
SMP4DP:BASIC_TYPE — SMP4DP : Basic type
SMPDP CUSTOM 00 Standard option
SMPDP:mounting option A SMP4DP WM ,RtC,Irig-B
4 Serial ports, 2 Ethernet A 4 Serial ports, 2 Ethernets
Power Supply C 85-264 AC,105-370 DC Term
Language A English
Accessoires D Cable AC Term. Block-black
reserved 00 Default
ECCN: EAR99

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
20	1	EA	SMP 4 Data Concentrator Configuration	P-PSMP-0402-00	524.39	524.39
	P-PSMP-0402-00		""Many to One"" Connects a maximum of 8 devices to 1 control center Includes 1 Master and 1 Slave category 1 protocol licenses."			
30	1	EA	Basic SMP Option Package	P-RPKG-3001-00	1,570.95	1,570.95
	P-RPKG-3001-00		Support of Soft PLC Engine, Passthrough, Single-Line Diagram (web-only) and SOE recorder. Available for all SMP Gateway platforms, with version 6.3 or 7.0."			
40	1	EA	DNP3 master protocol	P-SMPR-0201-00		
	P-SMPR-0201-00					

Cooper Industries (Electrical) Inc.

Customer Quotation

Quotation no./Date
21644233 / 11/16/2016

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item	**Catalog Number**					
	Cust.Material Number					
			"DNP3 Master RS-232, RS-485, multidrop, TCP/IP Per SMP. Category 1."			
Product Subtotal						**4,104.57**
Final amount in USD						**4,104.57**

Please see the next page for additional information pertaining to the Customer Quotation

Item # 12
11/21/2016
09:29:21

Cooper Industries (Electrical) Inc.

Customer Quotation

Quotation no./Date
21644233 / 11/16/2016

End user: City of Cartersville

Notes:

LEAD TIME:

Lead Time: Delivery is expected 4 working weeks upon reception of a Purchase Order.

The quoted lead time is subject to change based on material availability and prior sales. Actual lead time will be known at the time of order acknowledgement and maybe different than the quoted lead time.

FREIGHT INSTRUCTIONS:

EXW Levis, Qc, Canada
If the Cooper Power Systems account is used, shipping fees will be completed at the time of shipping.

ORDER INFORMATION:

To avoid any unnecessary order delays:
All PO#s must be sent to: PSMO-Sales@Eaton.com.
Please submit your PO to: COOPER INDUSTRIES (ELECTRICAL) INC. or COOPER POWER SYSTEMS LLC. - (both entities are legally approved).
Purchase order must reference the Cooper Power Systems quote number.
Price on the PO must match price on the quote.
Product on PO must match product on the quote, including options and accessories.

Prices indicated in the quotation are firm. Items are invoiced according to the prices stipulated in above of the present document.

MAINTENANCE AND WARRANTY:

To access our EAS Service Maintenance Program and warranty documents, click on the following link:
http://www.cooperindustries.com/content/public/en/power_systems/resources/where-to-buy/eas_support.html

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller#s products and/or services (#Products#). No additional or different terms or conditions, whether contained in Buyer#s purchase order form or in any other document or communication pertaining to Buyer#s order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller#s order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer#s expense. A service charge of $25 will be assessed for any order less than $250. Seller requires a minimum $100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer#s terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer#s terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its paymentobligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller#s execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller#s facility. Products will be packed in Seller#s standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller#s best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer#s obligation to make all related payments. Seller#s obligations under these terms and conditions will be dependent upon Seller#s ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller#s official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTIBILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER#S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER#S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs and a reasonable allowance for profit. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer#s control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force

Terms and Conditions

Majeure Event. Should Seller be prevented from completing Buyer#s order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. **Work Product**

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. **Confidentiality**

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer#s employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller#s written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. **Patent Indemnity**

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. **Changes in Product Design or Manufacture**

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. **Software License**

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. **Compliance with Laws**

Buyer shall comply with all laws and regulations applicable to Products including all applicable import and export laws and regulations.Buyer and Buyer#s Agent shall provide all information requested by Seller relating to Seller#s voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer#s or Buyer#s Agent#s failure to provide the information requested by Seller.

15. **Waiver**

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. **Language**

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. **Choice of Law and Dispute Resolution**

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. **Assignment**

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller#s prior written consent.

19. **Severability**

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CPS 121010

Customer Quotation

Cooper Power Systems, LLC
Customer Support Center
1319 Lincoln Ave
Waukesha, WI 53186
Phone: (262)-524-3300
www.eaton.com/cooperpowerseries

Quotation Number **BEDN620351**
Date **01/10/2017**
Revision No & Date **V1 1/10/17**
Cust. purchase order no. **CITY OF CARTERSVILLE**
Cust. no. **59149**
Prepared By **Karen Glenz**
Validity period **11/11/2016 to 02/15/2017**
Bid Date **11/11/2016**
Sales Representative **900001344 / SOUTHERN CONSOLIDATED ELECTRICAL SALES**
Customer Service Contact **KAREN GLENZ Tele: 800-238-5509 Fax: 770-268-7534**

Sold-to address

CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE GA 30120-1390
US

Ship-to address

CITY OF CARTERSVILLE
CARTERSVILLE GA 30120
US

Incoterms: Pre-Paid FOB PLANT - FREIGHT PREPAID
Payment Terms: Net 30 Days

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item	**Catalog Number**					
	Cust.Material Number					
10	5	EA	Type KME6P2A Pole Mnt Control,Ver.2,Std.	KME6P2A	5,389.00	26,945.00
	KME6P2A					

Commodity code 8537109160 5.000 Country of origin US Z005

Quoted Lead-time in Weeks - 6 Weeks

Additional Product Group Characteristics

KME6P2A Control Basic Type:	KME6P2A Control, Ver2, AC-Pole
Is this for a Spare Control?	SPARE - Control Only order
KME6P2A Usage Type:	WE/VWE/Aux.Pwrd-Nova Group
KME6P2A Primary Power Code:	1 120/240V 3wire ExCapBattery
KME6P2A Current Sensing:	1 Amp CT Input
KME6P2A Voltage Connection:	1 Wye Connected Voltage Input
KME6P2A Cabinet Option:	1 Cabinet: Mild Steel
KME6P2A Front Panel Option:	3 Domestic Panel w/o Volt.Sen
KME6P2A I/O Contact Options:	1 Std 3in/5out,12-250V Std Con
KME6P2A Communications Options	5 Ethernet F/O:WIRE MTRJ/RJ45
KME6P2A Language Option:	E English Language
Shipment Type:	Domestic Shipment

ECCN: EAR99 NLR

The Form6 Control (ProView 5.0 Expanded Memory Module only) carries a ten (10) year limited warranty from date of shipment. The standard warranty period applies to all other components associated with the control.

Quoted pricing does not include cables if required please specify requirements for a revised quotation.

Item # 12

01/10/2017

16:41:32

Powering Business Worldwide

Cooper Power Systems, LLC
Customer Support Center
1319 Lincoln Ave
Waukesha, WI 53186
Phone: (262)-524-3300
www.eaton.com/cooperpowerseries

Customer Quotation

Quotation no./Date
BEDN620351 / 01/10/2017

Item	Quantity	UOM	Description	Material No	Price	Ext. Value

Cust.item Catalog Number

Cust.Material Number

A $400.00 KYLE CLASSIC REBATE WILL BE OFFERED ON THE RETURN OF SERIAL NUMBER PLATES FROM CONTROLS UNDER THE GUIDELINES OF THE KYLE CLASSIC PROGRAM, PLEASE SEE BULLETIN B280-05021 DATED June 2009

Product Subtotal	**26,945.00**
Final amount in USD	**26,945.00**

Please see the next page for additional information pertaining to the Customer Quotation

Customer Quotation

Cooper Power Systems, LLC
Customer Support Center
1319 Lincoln Ave
Waukesha, WI 53186
Phone: (262)-524-3300
www.eaton.com/cooperpowerseries

Quotation no./Date
BEDN620351 / 01/10/2017

Approval Drawing Lead Time
Approval drawings, when requested, will be available X weeks after the order is accepted by Eaton#s Cooper Power Systems. Actual product lead time will be in effect after written receipt of customer approved drawings at Eaton#s Cooper Power Systems.

To avoid any unnecessary order delays:
1. Purchase orders must reference the Eaton#s Cooper Power Systems proposal number and item number
2. Price on the PO must match price on the quote
3. Product on PO must match product on the quote, including options and accessories

Cancellation charges are based on the following schedule of progress:
Customer Order Received by Eaton Corporation and Factory order entry completed 15% of the purchase order value
Eaton Corporation Factory Drawings for Customer approval have been sent electronically or by mail 25% of the purchase order value
One week after approval drawings are returned to Eaton Corporation with a release or notice to proceed from customer 50% of the purchase order value
Completion of construction or certified drawings by the Eaton Corporation Factory 80% of the purchase order value
Customer Order has been released from Eaton Corporation Engineering to the Factory for manufacturing and assembly 100% of the purchase order value

Orders are accepted subject to Eaton#s Cooper Power Systems Terms and Conditions of Sale that are included with this proposal or have been previously provided to the buyer.

We now offer complete services for all your power distribution and automation needs. We have the industry#s largest Electrical Power Equipment Manufacturer#s Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

Sales Contact: SOUTHERN CONSOLIDATED ELECTRICAL SALES / 205-324-8656

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller#s products and/or services (#Products#). No additional or different terms or conditions, whether contained in Buyer#s purchase order form or in any other document or communication pertaining to Buyer#s order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller#s order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer#s expense. A service charge of $25 will be assessed for any order less than $250. Seller requires a minimum $100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer#s terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer#s terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its paymentobligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller#s execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller#s facility. Products will be packed in Seller#s standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller#s best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer#s obligation to make all related payments. Seller#s obligations under these terms and conditions will be dependent upon Seller#s ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller#s official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTIBILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER#S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER#S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

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Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs and a reasonable allowance for profit. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer#s control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force

Terms and Conditions

Majeure Event. Should Seller be prevented from completing Buyer#s order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer#s employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller#s written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products including all applicable import and export laws and regulations.Buyer and Buyer#s Agent shall provide all information requested by Seller relating to Seller#s voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer#s or Buyer#s Agent#s failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller#s prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CPS 121010

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Telenet Systems Fiber Installation

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The Fiber Department had three new customers to connect and needed the assistance of Telenet Systems for this installation. I request approval of this work in the amount of $5,730.
City Manager's Remarks:	Your approval of this for costs related to installation for new fiber customers is recommended.
Financial/Budget Certification:	This is a budgeted expense.
Legal:	
Associated Information:	

TELENET SYSTEMS
P.O. BOX 2573
CARTERSVILLE, GA 30120
PHONE: 770-606-9700

Invoice

DATE	INVOICE #
4/10/2017	38572

BILL TO	SHIP TO
CITY OF CARTERSVILLE ***EMAIL ONLY***	BUCKET TRUCK

P.O. NUMBER	TERMS	REP	SHIP	F.O.B.	FILE #
	Net 30	TJP	3/31/2017		2934

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		3- NEW INSTALLS AND MAINTENANCE		
42	2M LABOR	LABOR FOR 3/27 - 3/31/17	100.00	4,200.00
34	BUCKET TRUCK	BUCKET TRUCK HOUR	45.00	1,530.00T
		Sales Tax	0.00	0.00
			Total	$5,730.00

Now accepting Visa, Mastercard, and American Express.

Item # 13

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Workers Compensation Third Party Administrator

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recomendation:	The third party administrator that processes the city's workers' compensation claims is USIS, and the premium for this service remains at the same annual rate of $9,900. I recommend approval of this contract renewal.
City Manager's Remarks:	Your approval of this contract renewal is recommended.
Financial/Budget Certification:	This is not a budgeted item but the city has paid for this service for the last several years through the workers comp fund.
Legal:	
Associated Information:	

CONTRACT FOR SERVICES

BETWEEN

USIS, INC.

AND

CITY OF CARTERSVILLE

In consideration of the mutual covenants herein contained, **USIS, INC.** hereinafter referred to as the **COMPANY**, does hereby contract and agree with the **CITY OF CARTERSVILLE**, hereinafter referred to as the **EMPLOYER**, as follows:

I. This agreement shall take effect July 1, 2017, and shall continue for a one (1) year period, unless terminated by either party as set forth herein. This contract may be terminated at the request of the **COMPANY** with ninety (90) days written notice, and the **EMPLOYER** with sixty (60) days written notice.

II. All services rendered by the **COMPANY** will fully comply with the rules established by regulatory authorities, including the Immigration Reform Compliance Requirement, which states that during the entire duration of this contract, USIS will remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50 36-1. The **COMPANY** will perform all services specified herein, including but not limited to the following: Administrative Services, Claims Services, and Data Management Services.

A. **ADMINISTRATIVE SERVICES**

1. Prepare, file and maintain all records and reports as may be required by legal authorities (State, local and Federal) or by excess insurers. Reports will only be filed upon approval of the **EMPLOYER**.

2. Prepare, file and maintain statistical information required by the Department of Insurance or other appropriate State agencies, by required date. Reports will only be filed upon approval of the **EMPLOYER**.

B. **CLAIMS SERVICES**

1. Establish reporting procedures which are compatible with the needs of the **EMPLOYER**.

2. Provide necessary forms and instructions for use.

3. Receive and examine on behalf of the **EMPLOYER** all reports of employee injury claims.

4. Conduct investigations that will disclose all of the pertinent facts on any accident as deemed necessary to allow determination as to compensability.

5. Accept or deny all reported claims for employee injuries on behalf of the **EMPLOYER** in accordance with the applicable Workers' Compensation Law.

6. Employ outside professionals such as private detectives, expert witnesses, field claim adjusters and attorneys to assist in the investigation, should it be necessary, at the expense of the **EMPLOYER**, subject to prior approval by and consultation with **EMPLOYER**.

7. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules through our specialized Cost Containment Unit.

8. Subject to approval by the **EMPLOYER**, the **COMPANY** will adjust and settle all reported claims. Payment of claims will follow city ordinance guidelines and the City Council will approve claims that exceed dollar thresholds as stated in the ordinance. Such settlement is to include preparation and execution of all necessary compromise and release agreements.

9. Prepare and maintain files necessary for legal defense of claims and/or litigation (such as actions for subrogation) or other proceedings.

10. Pay in a timely fashion and for appropriate amount all claims and expenses pertaining thereto from the Working Loss Fund. The Working Loss Fund will be established by the **EMPLOYER** and will be maintained at a dollar level sufficient to meet the monthly obligations.

11. Conduct an ongoing review of all open cases where appropriate to establish the status of each disabled employee claim in order to bring to an amicable conclusion.

12. Provide **EMPLOYER** with narrative status reports of major or litigated claims.

13. Provide coordination with rehabilitation of injured employees in the consultation, retraining and reassignment of employees with limited

physical abilities arising from covered injuries, at the expense of the **EMPLOYER**.

14. In coordination with **EMPLOYER**, maintain a current roster of qualified physicians for the treatment of covered injuries on a first and specialized basis, as well as maintaining procedures for close liaison with the treating physicians.

15. The **EMPLOYER** will establish a checking account with its bank, will complete monthly bank reconciliations and pay normal bank account related expenses regarding the checking account(s).

16. Employ outside professionals for field case management, rehabilitation, vocational training and catastrophic case management at the expense of the **EMPLOYER** subject to prior approval by and consultation with the **EMPLOYER**.

C. **DATA MANAGEMENT SERVICES -** Provide EMPLOYER' s Liability Claims Reports monthly with the following individual claim details:

1. Claimant's name and social security number
2. Date of injury or loss
3. Nature of injury or loss
4. Description of accident
5. Payments to date
6. Reserves for future payments
7. Allocated claims expense paid-to-date
8. Reserve for future allocated claims expense

D. **WORKING LOSS FUND RECONCILIATION -** Provide monthly reports as follows:

1. Report will be mailed to **EMPLOYER** fifteen (15) days after close of each monthly period.

2. Report will show:
   a. Balance of fund at inception
   b. Total disbursement by date and claimant

c. Balance of fund at close
d. Amount of reimbursement required

III. <u>WORKERS COMPENSATION CLAIM SERVICES:</u>

A. Service fees will be charged at a flat rate of $9,900 for the twelve (12) month period.

1. PPO Access shall be 25% of contracted savings

IV. Other than filing of applications for self-insurance and the rendering of loss prevention services, the **COMPANY'S** performance will continue for a period of ninety (90) days after the expiration of the contract period. All reports required by regulatory authorities will be filed for the contract period. The aforementioned annual fees payable to the **COMPANY** include full consideration for all such continuing obligations.

V. <u>INDEPENDENT CONTRACTOR</u>:

COMPANY shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **COMPANY** or any of its agents or employees to be the agent, employee, or representative of **EMPLOYER**.

VI. <u>INSURANCE:</u>

The **COMPANY** shall maintain professional liability insurance in an amount of not less than $1,000,000 to cover damages resulting from errors or omissions of the **COMPANY**. Such coverage shall be maintained for a minimum of two years after completion of the services provided hereunder and shall provide **EMPLOYER** with certificates of insurance to evidence such coverage during this Agreement and as requested in writing by **EMPLOYER** for two years following this Agreement's termination.

VII. <u>INDEMNIFICATION:</u>

COMPANY shall indemnify, defend and hold harmless the **EMPLOYER** and its affiliates, officers, directors, agents and employees from an against any and all third party claims, losses, liabilities, damages, costs, penalties, fines, interest and expenses, including reasonable attorney's fees (a "Loss"), to the extent arising from or caused in whole or in part by any breach of this Agreement or negligent act or omission by the **COMPANY** or its officers, agents, or employees. If there is a breach or negligence on the part of the **EMPLOYER**, such indemnification shall be partial and provided only to the extent of the comparative fault of the **COMPANY**.

Nothwithstanding the foregoing, USIS shall have no liability under this provision for any act or omission taken by it in accordance with the written instructions of the City of Cartersville. This provision shall survive termination of this Agreement.

VII. The **COMPANY** will not assign this agreement or any responsibilities pursuant to said agreement without the express consent, in writing, of the **EMPLOYER**.

IN WITNESS WHEREOF, the **COMPANY** and the **EMPLOYER** agree to the above terms, conditions and provisions, and hereby cause this agreement to become effective.

CITY OF CARTERSVILLE

By:

Signature	Attest: Connie Keeling, City Clerk
Mayor	
Title	Date

USIS, INC.

By:

Signature	Leslie A Whittemore
	Witness Signature
Executive Vice President	4/24/17
Title	Date

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
GDOT Grant for Airport

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recomendation:	GDOT will be providing an updated contract for the Cartersville-Bartow Airport for the appraisal value of the proposed easement and land acquisition. This funding amount is based on the appraised value. I request approval of this grant subject to the City Attorney's review and approval, and then request the Mayor and City Clerk be authorized to sign all related documents. The funding split for this will be 90% Federal, 5% State and 5% local.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Athletic Field Fencing Bid #16-001

SubCategory:	Change Order
Department Name:	Parks and Recreation
Department Summary Recomendation:	Cartersville City Council approved Bid #16-001 in April 2016 in the amount of $270,412.71 from Cartersville Fence Company. Two – (2) requested changes by myself resulted in 2-prices changes. First change, I requested a change in how the top rail fencing was connected. This change resulted in a deduction from contractor, in the amount of $624.88. This change allow contractor the use 20 weight top rails w/ swedge, instead of 40 weight w/ couplings. Second, I requested knee-walls be enlarged by 2' in-length and 6" in height. This change resulted in a price increase from contractor in the amount of $10,503.02. I recommend the total change orders in amount of $9,860.14. Total price for Cartersville Fence Company is $280,272.85 for the Athletic Field Fencing Bid.
City Manager's Remarks:	The knee walls look great. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CARTERSVILLE FENCE COMPANY, INC.

405 OLD MILL ROAD
CARTERSVILLE, GA 30120
CARTERSVILLE (770) 382-1223 FAX (770) 386-5922
TOLL FREE 1-800-548-3256

PROPOSAL

DATE ______ INV.# CREDIT 18511
HM # ______ WK # ______
NAME AND ADDRESS CPRD

JOB LOCATION:

PROPOSAL: After Receipt of Signed Copy From Buyer, This Proposal When Accepted by Cartersville Fence Company, Inc., Becomes A Contract Between the Two Parties

WOOD FENCE COMPONENTS, WHEN EXPOSED TO THE ELEMENTS ARE SUBJECT TO IMMEDIATE WARPAGE, SHRINKAGE, CRACKING, ETC. SPECIFIED SPACE BETWEEN PICKETS AND BOARDS IS A ROUGH APPROXIMATION WHICH WILL VARY SUBSTANTIALLY. **NO WARRANTY IS OFFERED OR IMPLIED AGAINST THESE CONDITIONS.**

CUSTOMER CHECKLIST

- ❑ Clearing - None ❑ To Be Done By Customer ❑
  (If area not cleared by customer at time of installation Cartersville Fence to clear line for Additional Amount listed below)
  $ ______
  Cartersville Fence to Clear Line ❑
- ❑ Customer Is Responsible for :
  Location of underground utilities and pipe, etc. Utility identification service can be reached at: 1-800-282-7411
- ❑ Cartersville Fence Company, Inc. is not responsible for any unmarked underground systems (pipes, drains, wires, cabling, sprinklers, etc.)
- ❑ Property Pins - Identified and Marked ❑
  Customer unable to locate - Go off diagram ❑
  Customer to be present at time of initial installation to ID exact location of fence ❑
  Customer to mark desired location of fence (Ends, Corners, Gate Posts) prior to installation - Instructions given. ❑
- ❑ Payment terms and conditions

* If all boxes are not checked, do not proceed with job.

MATERIAL STIPULATION: ALL MATERIALS REMAIN THE PROPERTY OF CARTERSVILLE FENCE COMPANY, INC. UNTIL PAID FOR AND CAN BE REMOVED FOR NON-PAYMENT.

OVER SCALLOPED	UNDER SCALLOPED	FINISHED SIDE OF FENCE FACES OUT UNLESS OTHERWISE SPECIFIED

Deduction (Credit)

Change From 40 weight to 20 weight
Top Rail

Ballfields 6930'
Dugouts 1008'
Backstops 1260'
Basketball 609'
Football 1596'

Total Ft 11403'

1.2617 - 1.2069 = .0548 / Per ft.

total Dollar Amt 624.88

All Dimensions And Specifications Are Approximate ⊗ = OBSTRUCTION

THIS QUOTATION IS GOOD FOR ______ DAYS

		Revisions If Necessary
PRICE	$ CREDIT 624.88	$
DEPOSIT	$	$
BALANCE	$	$

TERMS: NET ______ DAYS

ESTIMATOR ______

ACCEPTED BY C'VILLE FENCE ______

ACCEPTANCE OF PROPOSAL
The above prices, specifications and conditions, as well as the conditions on the reverse side, are satisfactory and are hereby accepted. You are authorized to do the work as specified.
SIGNATURE ______
DATE ______

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Customer is solely responsible for locating property lines. Liability insurance and workman's compensation will be furnished by the contractor.

Item # 16

SUBJECT TO CONDITIONS ON REVERSE SIDE

…s Pipe & Steel, LLC
…wy 619
… Springs KY, 42642
…866-3331
…s Fax: (978)367-9423
…ales Phone: (800) 451-2612

Remit Payment to:
Stephens Pipe & Steel, LLC
P.O. Box 618
Russell Springs, KY 42642

Visit us on the web...
www.spsfence.com

INVOICE # : 01-582347 Pg 1 of 1
Billing Date : 06/02/16
Customer Acct: 54164
Payment Terms: NET-60
Customer PO #: BALLFIELD
Sales Person : M.WILKERSON
Source SPSDoc: 1271024
Work Order # : 48510
Shipped Via : ROGERS TRKG
Contact Name : DAN/VINCE
Cust Mobile : 7705271143
Fax number : 7703865922

Sold To: SECURITY WHOLESALE
405 OLD MILL RD
CARTERSVILLE, GA 30120

Ship To: SECURITY WHOLESALE
(770) 382-1223
405 OLD MILL RD
CARTERSVILLE, GA 30120

Ordered	Shipped	BackOrder	Unit	Product Item Description	Packing	Price	Amount
				**FIELD 1-3-4 (BLACK) CPRD			
[redacted]	[redacted]	0	ft	BLK VNL 2B 2x8(9core)x60in KK 50ft/rll	4 rll	[redacted]	[redacted]
[redacted]	[redacted]	0	ft	BLK VNL 2B 2x8(9core)x96in KK	44 rll	[redacted]	[redacted]
[redacted]	[redacted]	0	ft	BLK VNL 2B 2x8(9core)x120in KK	18 rll	[redacted]	[redacted]
[redacted]	[redacted]	2562	ft	BLK PLY 1-5/8" x 21' x PP20 SW x 52pc		1.2069	1317.93
[redacted]	[redacted]	0	pc	BLK PLY 2-1/2" x 10'6" x PP40		[redacted]	[redacted]
[redacted]	[redacted]	0	pc	BLK PLY 2-1/2" x 12' x PP40		[redacted]	[redacted]
[redacted]	[redacted]	0	ft	BLK PLY 2-1/2" x 18' x PP40 x 12pc		[redacted]	[redacted]
[redacted]	[redacted]	0	pc	BLK PLY 4 " x 10'6" x PP40		[redacted]	[redacted]
[redacted]	[redacted]	0	ft	BLK PLY 4 " x 18' x PP40 x 6pc		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY TENSION BAR 60"x5/8"		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY TENSION BAR 96"x3/4"		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY TENSION BAR 120"x3/4"		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY TENSION BAND 4in		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY BRACE BAND 4in		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY BULLDOG HINGE 4in PS	1 pkg	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY PS LOOP CAP 2-1/2x1-5/8		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY PS RAIL END COMBO 1-5/8		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY PS DOME CAP 4in		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK DD GATE 14Wx8 1-5/8" SP40 8ga2B		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BOLT/NUT 5/16x1-1/4in	6 bxs	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK VNL ALUM TIE 6gax8-1/4in	33 pks	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY DUCK BILL GATE-KEEP		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY TRUSS ROD TIGHTENER		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY 96"x1-5/8in DROP ROD ASMBLY		[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY DOM TRUSS ROD 3/8"x11'		[redacted]	[redacted]
[redacted]	[redacted]	0	rll	BLK VNL TENSION WIRE 6ga 500'		[redacted]	[redacted]
[redacted]	[redacted]	0	lbs	BLK VNL STEEL HOG RING (140/#)		[redacted]	[redacted]

Fuel Charge [redacted]
Total Order [redacted]

RECEIVED BY: ______________________ PRINT NAME: ______________________ DATE: ____/____/____

Review all Items. Any discrepancies must be noted on original delivery Document. Buyer agrees to pay all applicable taxes. Invoices not paid within terms will be charged a 1.5% monthly service charge. PRICES MAY CHANGE WITHOUT NOTICE! Returns subject to 15-50% Restock Fee.

Item # 16

LBS:36318 P/D:06-21

Stephens Pipe & Steel, LLC
2224 E Hwy 619
Russell Springs KY, 42642
(270) 866-3331
Sales Fax: (978)367-9423
Sales Phone: (800) 451-2612

Remit Payment to:
Stephens Pipe & Steel, LLC
P.O. Box 618
Russell Springs, KY 42642

Visit us on the web...
www.spsfence.com

QUOTATION #: **01-252801** Pg 1 of 1
Billing Date : **03/17/16**
Customer Acct: **54164**
Payment Terms: **NET-60**
Customer PO #:
Sales Person : **M.WILKERSON**
Made By User : **kylegarner**
SPS Order # : **0-1252800**
Shipped Via : **OT**
Contact Name : **DAN/VINCE**
Cust Mobile : **770 527 1143**
Fax number : **770 386 5922**

***** Quote valid for 10 days. Expires: 03/27/16 *****

Sold To: **SECURITY WHOLESALE**
405 OLD MILL RD
CARTERSVILLE, GA 30120

Ship To: **SECURITY WHOLESALE**
(770) 382-1223
405 OLD MILL RD
CARTERSVILLE, GA 30120

CUSTOMER MUST FIELD VERIFY ALL MATERIALS. SPS IS NOT RESPONSIBLE FOR FINAL QUANTITIES OR TAKEOFFS!

Ordered	Shipped	BackOrder	Unit	Product Item Description	Price	Amount
				**FIELD 1-3-4 (x5) (BLACK) **		
[redacted]	[redacted]	0	ft	BLK VNL 2B 2x8(9core)x120in KK	[redacted]	[redacted]
[redacted]	[redacted]	0	ft	BLK VNL 2B 2x8(9core)x96in KK	[redacted]	[redacted]
[redacted]	[redacted]	0	ft	BLK PLY 1-5/8" x 21' x PP40 x 52pc	1.2617	1377.78
[redacted]	[redacted]	0	pc	BLK PLY 2-1/2" x 10'6" x PP40	[redacted]	[redacted]
[redacted]	[redacted]	0	pc	BLK PLY 2-1/2" x 12' x PP40	[redacted]	[redacted]
[redacted]	[redacted]	0	pc	BLK PLY 4 " x 10'6" x PP40	[redacted]	[redacted]
[redacted]	[redacted]	0	pc	BLK PLY 4 " x 12' x PP40	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY PS DOME CAP 4in	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY PS LOOP CAP 2-1/2x1-5/8	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY PS RAIL END COMBO 1-5/8	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK VNL ALUM TIE 6gax8-1/4in	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY TENSION BAR 120"x3/4"	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY TENSION BAR 96"x3/4"	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY TENSION BAND 4in	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY BRACE BAND 4in	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BOLT/NUT 5/16x1-1/4in	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK DD 14Wx8 1-5/8in SP40 8GA 2B	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK DD 14Wx10 1-5/8in SP40 8GA 2B	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY IND BOX HINGE 90 degree 4in P.S.	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY 96"x1-5/8in DROP ROD ASMBLY	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY 120"x1-5/8in DROP ROD ASMBLY	[redacted]	[redacted]
[redacted]	[redacted]	0	rll	BLK VNL TENSION WIRE 6ga 500'	[redacted]	[redacted]
[redacted]	[redacted]	0	lbs	BLK VNL STEEL HOG RING (140/#)	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY DUCK BILL GATE-KEEP	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY DOM TRUSS ROD 3/8"x11'	[redacted]	[redacted]
[redacted]	[redacted]	0	ea	BLK PLY TRUSS ROD TIGHTENER	[redacted]	[redacted]

[redacted]
Fuel Charge [redacted]

Total Order [redacted]

RECEIVED BY:______________________ PRINT NAME:______________________ DATE:____/____/____

Acceptance of quote confirms your approval of materials as quoted.
Review all Items. Any discrepancies must be noted on original delivery Document. Buyer agrees to pay all applicable taxes. Invoices not paid within terms will be charged a 1.5% monthly service charge. PRICES MAY CHANGE WITHOUT NOTICE! Returns subject to 15-50% Restock Fee.

Item # 16

LBS:13666 P/D:05-09

Cartersville Fence Company

405 Old Mill Road
Cartersville, GA 30120
770-382-1223

Invoice

Date	Invoice #
4/24/2017	42517

Bill To
CARTERSVILLE PARKS & REC PO BOX 1390 CARTERSVILLE, GA 30120

P.O. No.	Terms	Rep
ADD ON	Net 30	DH

Description
-LABOR AND MATERIAL TO INSTALL ADDITIONAL .5' OF HEIGHT TO EXISTING KNEEWALL AT 6 FIELDS.
.5' H X 40' L X .6666' W X $97.26/SQ FT X 6 FIELDS
-LABOR AND MATERIAL TO INSTALL ADDITONAL 2' OF LENGTH AND .5' OF HEIGHT TO EXISTING KNEEWALL AT 6 FIELDS.
3.5' H X 2' L X .6666' W X $97.26/SQ FT X 6 FIELDS
*THIS IS AN ADD ON TO THE ATHLETIC FIELD FENCE, BID #16-001, PER GREG ANDERSON. (ORIGINAL CONTRACT PO # 14169)

Total $10,503.02

City of Cartersville
Parks and Recreation Department

Competitive Cost Sealed Proposal
Design-Build Project for Proposals
"Athletic Field Fencing - 16-001"

Bid Opening
Monday, March 24, 2016, 1:30pm

Company	Bid Price (A) Galvanized Fencing	Bid Price (B) Color Coated Fencing	Bid Price (C) Galvanized Fencing w/ Knee-Wall	Bid Price (D) Color Coated Fencing w/Knee-Wall	Alternate Bid for 15' fence on Fields #4,#5,#6	Total Bid "D" & Alternate Bid
Latimer & Hughes Construction, Inc. - Villa Rica GA	$378,381.00	$436,944.00	$392,887.00	$447,958.00	Not returned	$447,958.00 No Alternate Bid Returned
Dixie Fence & Kennel Inc. Douglas GA	$275,735.00	$336,417.00	$310,735.00	$367,417.00	$7,900.00	$375,317.00
Cartersville Fence Co. Cartersville GA	$191,656.00	$243,355.00	$213,976.00	$265,675.00	$4,737.71	$270,412.71
Momon Construction, Inc. Calhoun GA	$292,900.00	$337,600.00	$305,950.00	$350,600.00	$1.00	$350,601.00
Maner Builders Supply, Inc. Augusta GA	$218,314.00	$263,078.00	$241,172.00	$285,938.00	$6,768.00	$292,706.00

Item # 16

Attachment number 3 \nPage 1

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Leake Mounds Trail Construction Project

SubCategory:	Change Order
Department Name:	Parks and Recreation
Department Summary Recomendation:	A Change Order has been requested by Lewallen Construction Company for the Leake Mounds Trail construction project. A Change Order is necessary because of 3 low areas that require: 1) removal of soft soils and filling void w/ surge stone/ filter fabric to raise grade above low areas; 2) build catch-basins/install drainage pipes, both while staying out of the environmental sensitive area; 3) a slight shift in alignment of the trail, in the area behind the city's fenced-in lot (now housing Bartow Paving-GADOT Construction trailer), to avoid removing a portion of the lot. This alignment shift keeps the fenced-in lot intact, thereby keeping this an asset for the city. This Change Order has been reviewed by Southland Engineering, the construction manager of the trail project. I recommend accepting the requested Change Order in the amount of $37,897.07.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is budgeted to be paid from the Go Park and Recreation Bond issue.
Legal:	
Associated Information:	

Local Administered Projects

Contract Modification

(Local Government and Contractor)

GDOT Project No.: CSTEE-0008-00 (067) **GDOT PI No.: 0008067** **County: Bartow**

Local Government: City of Cartersville Contractor: Lewallen Construction Co. Inc.

Modification Type and No. 1

Whereas the below Contractor entered into a contract with the Local Government on 3/7/2017 for the construction of GDOT Project No. 0008067.

Whereas, certain items of construction encountered are not covered by the original contract, the Parties hereby agree to the following amendment to the contract:

Modify the Contract as follows:

Item No:	Item Description	Units	Qty	Price	Total
668-1100	CATCH BASIN, GP 1	EA	1	(3,496.50)	(3,496.50)
550-1120	STORM DRAIL PIPE, 12 IN H 1-10	LF	80	31.65	2,532.00
550-4112	FLARED END SECTION, 12 IN, STORM DRAIN	EA	12	515.00	3,090.00
603-2018	STN SUMPED RIP RAP, TP 1, 18 IN	SY	18	52.50	945.00
201-0100	GRADING COMPLETE	LS	LS	32,990.63	32,990.63
668-1100	CATCH BASIN, GP 1	EA	1	3,375.00	3,375.00
610-1890	REMOVE SIDE DRAIN PIPE	LF	54	17.65	953.00
550-1180	STORM DRAAIN PIPE, 18 IN H 1-10	LF	35.45	37.68	(1,335.38)
550-4218	FLARED END SECTION 18 IN STORM DRAIN	EA	2	578.38	(1,156.68)
TOTAL					37,897.07

It is agreed that as a result of this amendment the contract time Will Not be extended.

Time is extended as follows: N/A

Description of change:

The alignment will shift in places to avoid movind a GDOT Field Office, and to allow a Buffer between a propoerty owner and the trail. We also have a low area that has standing water. The grading complete item includes surge stone(Min 12 In) to get above the water line, filter fabric, and to raise the grade to avoid the low area. The 12 in. pipes are for trapped water in 3 areas at the back of a parking lot that flows toward the trail. A brick catch basin (structure I-2) must be used to avoid a water line. 2 side drain pipes were installed (Line J and K) and it was determined that they are not necessary and will be removed.

Except as specifically amended herein, all terms and conditions of the original contract remain in full force and effect.

Now therefore, Lewallen Construction Co. Inc., Contractor, hereby agrees to said contract amendment consisting of the above mentioned items and prices, and agrees that this contract amendment is hereby made a part of the original contract to be performed under the specifications thereof.

Lewallen Construction Company Inc CORPORATE SEAL 1976 Missouri

Dated this **3rd** day of **May** **2017** .

BY: Lewallen Construction Co. Inc.
Contractor Name

Peggy Lewallen, President (Seal)

BY: City of Cartersville
Local Government

Mathew J. Santini - Mayor

Date Executed: ______________________________

Attest

____

Connie Keeling, City Clerk

Seal

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Surplus Vehicle

SubCategory:	Surplus Equipment
Department Name:	Police
Department Summary Recomendation:	I request that city vehicle #4226, 2008 Dodge Charger with 115,000 miles be surplused and donated to the City of Emerson, Georgia. The City of Emerson requested the donation of a patrol vehicle because they are attempting to start a take-home vehicle program. It is not cost effective for us to repair this vehicle; however, we will be removing all the equipment that we can re-use in our new vehicles.
City Manager's Remarks:	Your approval of declaring this vehicle surplus is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville
POLICE DEPARTMENT

Memorandum

To : Sam Grove, City Manager
From : Chief Frank L. McCann
Date : May 12, 2017
Ref : Surplus of city vehicle #4226, 2008 Dodge Charger.

I request that city vehicle #4226, 2008 Dodge Charger VIN: 2B3KA43GX8H280134 with 115,000 miles be surplus and donated to the City of Emerson, Georgia. The City of Emerson requested the donation of a patrol vehicle because they are attempting to start a take-home vehicle program. It is not cost effective for us to repair this vehicle; however we will be removing all the equipment that we can re-use in our new vehicles.

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
Quitclaim Deed

SubCategory:	Other
Department Name:	Administration
Department Summary Recomendation:	The title company for the purchaser of the Douthit Ferry Rd school property, would like for us to execute this additional Quitclaim Deed in regards to the reservation of rights in the Deed.
City Manager's Remarks:	Your approval of this quitclaim deed is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Return Recorded Document to:
WHITE & CHOATE, LLC
100 WEST CHEROKEE AVENUE
CARTERSVILLE, GA 30120
Attn Christina 17-18604 D3S
& 17-18692 519 Partners

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

QUITCLAIM DEED

Deed Only - Title Not Examined

STATE OF GEORGIA
COUNTY OF BARTOW

THIS INDENTURE, made the **27th day of March, 2017**, between **CITY OF CARTERSVILLE, A Georgia Municipal Corporation,** as party or parties of the first part, hereinafter called Grantor, and **D3S, LLC, an Ohio limited liability company,** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

Item # 19

> ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 809, 4TH DISTRICT, 3RD SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY GEORGIA; BEING 23.419 ACRES INDICATED AS TRACT 1 ON A SURVEY PREPARED FOR THE CITY OF CARTERSVILLE, GEORGIA DATED JANUARY 25, 2017, AND PREPARED BY KEVIN N. COONEY, GA. PLS 2980 AND RECORDED IN PLAT BOOK 2017, PAGE 15 _ IN THE OFFICE OF THE CLERK OF BARTOW COUNTY SUPERIOR COURT, TO WHICH PLAT REFERENCE IS HEREBY MADE AND INCORPORATED HEREIN BY REFERENCE.
>
> THE CITY OF CARTERSVILLE HEREBY RESERVES THE ACCESS EASEMENT FOR THE WALK BY TRAIL AND A UTILITY EASEMENT FOR THE CITY OF CARTERSVILLE UTILITIES ON THE AREA SHOWN ON THE PLAT REFERENCED THEREOF BEING THE DOTTED LINE 10' TO THE WEST BOUNDARY LINE OF TRACT 2.
>
> ADDITIONALLY, THE PROPERTY IS SUBJECT TO THE FOLLOWING USE RESTRICTIONS. THE PROPERTY CAN ONLY BE USED FOR THE ALLOWABLE USES IN THE P-I (PUBLIC INSTITUTIONAL) ZONING AS DEFINED IN THE ZONING ORDINANCE AS CURRENTLY ADOPTED. IN THE EVENT THAT P-I IS DELETED AS A ZONING DISTRICT IN THE FUTURE, THE USES FOR THE PROPERTY SHALL BE LIMITED TO THE LAST ADOPTED P-I ZONING DISTRICT.

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

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

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

GRANTOR:

Signed, sealed and delivered in the presence of:

CITY OF CARTERSVILLE,
A Georgia Municipal Corporation

____
Unofficial witness

By:______________________________
Matthew J. Santini, Mayor

____
Notary Public

By:______________________________
Meredith Ulmer, City Clerk

Item # 19

2

BARTOW COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
OCT - 4 2002
PAID $ 0
GARY BELL, CSC

FILED FOR RECORD
2002 OCT -4 PM 3:43
GARY BELL, C.S.C.
BARTOW COUNTY, GA.

David G. Archer, P.C.
P. O. Box 1024
Cartersville, GA 30120
770-386-1116

Item # 19

DEED OF DEDICATION

STATE OF GEORGIA

COUNTY OF BARTOW

THIS INDENTURE, made the 4 day of October in the year two thousand and two, between City of Cartersville, a Municipal Corporation of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and City of Cartersville, a Municipal Corporation of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the public's general health, safety and welfare, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, does dedicate, convey, grant, remise, release and forever dedicate unto grantee for the purposes expressed herein, all the right, title, claim and demand which the said Grantor has, or may have had, in and to the property described as follows:

> All that tract or parcel of land lying and being in Land Lot No. 809, in the 4th District and 3rd Section of Bartow County, Georgia, and being more particularly described as contained ± 24.861 acres of land as described on a survey for the City of Cartersville Board of Education dated October 2, 2002, prepared by William C. Smith, G.R.L.S. No. 1803 and recorded at Plat Book 55, Page 105 in the office of the Clerk of Superior Court, Bartow County, Georgia, reference to which is made for a more particular description of said property.

together with all the rights, encumbrances, members and appurtenances to the said described premises in anywise appertaining or belonging.

SPECIAL STIPULATIONS:

1. This property is to be dedicated for use by the City of Cartersville for school purposes as determined by the Cartersville School Board.

2. The Mayor and City Council reserves the right to install as it may determine any utilities, easements, right-of-ways, access and egress to and over and through said property.

00157020277

Grantee hereby agrees to assume any outstanding indebtedness on said property conveyed herein.

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

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

Item # 19

Signed, sealed and delivered
in the presence of:

CITY OF CARTERSVILLE

Michael G. Fields, Mayor

Witness

ATTEST:

Notary Public
My Commission expires:__________
Notary Public, Bartow County, Georgia
My Commission Expires July 28, 2005
(NOTARY SEAL)

Sandra E. Cline, City Clerk

City of Cartersville

City Council Meeting
5/18/2017 7:00:00 PM
March 2017

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recomendation:	Attached is the financial report for the month of March 2017. Also attached are the supplemental financial information report and the cash position report.
City Manager's Remarks:	Tom R. will present this information to you at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Item # 20

MONTHLY SUMMARY
As of March 31, 2017

	FY 2015-16 MONTH OF March-16	FY 2016-17 MONTH OF March-17	FY 2015-16 Year to Date March-16	FY 2016-17 Year to Date March-17	100.00% OF BUDGET (Year to Date)
GENERAL FUND *excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures*					
REVENUE	$2,626,508	$1,656,094	$28,645,605	$18,155,930	78.25%
EXPENDITURE	$2,415,839	$2,362,753	$27,663,819	$17,374,060	74.88%
Gen. Fund Net Profit (Loss)	**$210,669**	**($706,659)**	**$981,786**	**$781,870**	
WATER & SEWER					
REVENUE	$1,330,549	$1,336,486	$12,109,818	$13,637,875	65.45%
EXPENDITURE	$1,124,316	$1,182,270	$10,019,972	$10,396,806	49.90%
Wtr. & Swr. Fund Net Profit (Loss)	**$206,233**	**$154,216**	**$2,089,846**	**$3,241,069**	
GAS					
REVENUE	$2,221,497	$2,213,266	$15,059,487	$16,627,087	54.81%
EXPENDITURES	$1,466,089	$1,764,484	$14,511,399	$15,922,098	52.49%
Gas Fund Net Profit (Loss)	**$755,408**	**$448,782**	**$548,088**	**$704,989**	
ELECTRIC					
REVENUE	$3,862,973	$3,477,715	$37,395,830	$37,233,719	74.91%
EXPENDITURES	$4,099,263	$3,769,012	$35,239,916	$34,413,010	69.24%
Electric Fund Net Profit (Loss)	**($236,290)**	**($291,297)**	**$2,155,914**	**$2,820,709**	
STORMWATER					
REVENUE	$143,369	$121,880	$1,056,434	$1,091,162	75.45%
EXPENDITURE	$103,613	$134,009	$904,453	$1,071,664	74.10%
Stormwater Fund Net Profit (Loss)	**$39,756**	**($12,129)**	**$151,981**	**$19,498**	
SOLID WASTE					
REVENUE	$288,584	$217,577	$1,801,090	$1,779,766	74.76%
EXPENDITURE	$166,208	$166,250	$1,765,487	$1,819,245	76.41%
Solid Waste Fund Net Profit (Loss)	**$122,376**	**$51,327**	**$35,603**	**($39,479)**	
FIBER OPTICS					
REVENUE	$164,783	$173,569	$1,492,641	$1,530,820	80.77%
EXPENDITURE	$133,748	$168,232	$1,315,988	$1,227,631	64.78%
Fiber Fund Net Profit (Loss)	**$31,035**	**$5,337**	**$176,653**	**$303,189**	

	Description	3/31/2017	FY 2017 Budget	% of Monthly Totals to Budget
General Fund	**Total Revenues**	**$18,155,930**	**$23,203,830**	**78.25%**
	GO Bond Proceeds from School	$0	$0	#DIV/0!
	Property Taxes-City Portion Only	$2,395,361	$2,578,225	92.91%
	Local Option Sales Tax (LOST)	$2,759,329	$3,694,800	74.68%
	Other Taxes	$6,673,982	$7,993,365	83.49%
	Building Permit & Inspection Fees	$250,824	$220,000	114.01%
	Fines and Forfeitures	$355,425	$675,000	52.66%
	Operating Transfers In-City Utilities	$2,552,171	$3,571,700	71.46%
	Other Revenues	$3,168,838	$4,470,740	70.88%
	Total Expenditures	**$17,374,061**	**$23,203,830**	**74.88%**
	Personnel Expenses	$12,257,033	$16,338,895	75.02%
	Operating Expenses	$4,336,751	$6,042,510	71.77%
	Capital Expenses	$300,568	$366,725	81.96%
	GO Bond Proceeds from School	$0	$0	#DIV/0!
	Debt Pymt - JDA/CBA	$24,009	$0	#DIV/0!
	Library Appropriations	$455,700	$455,700	100.00%
Water & Sewer Fund	**Total Revenues**	**$13,637,875**	**$20,836,040**	**65.45%**
	Water Sales	$8,662,209	$9,903,000	87.47%
	Sewer Sales	$4,553,257	$5,770,000	78.91%
	Bond Proceeds	$0	$3,608,040	0.00%
	Prior Year Bond Proceeds	$0	$0	#DIV/0!
	Prior Year Capacity Fees	$0	$690,000	0.00%
	Other Revenues	$422,409	$865,000	48.83%
	Total Expenditures	**$10,396,807**	**$20,836,040**	**49.90%**
	Personnel Expenses	$2,563,537	$3,542,720	72.36%
	Operating Expenses	$2,420,861	$3,411,295	70.97%
	Capital Expenses	$933,553	$8,002,000	11.67%
	Transfer To General Fund	$1,565,857	$2,077,820	75.36%
	Debt Payments	$2,912,999	$3,802,205	76.61%
Gas Fund	**Total Revenues**	**$16,627,087**	**$30,336,305**	**54.81%**
	Gas Sales	$14,989,874	$18,739,235	79.99%
	Gas Commodity Charge	$1,066,346	$1,300,000	82.03%
	Bond Proceeds	$0	$5,449,230	0.00%
	Proceeds from Capital Leases	$0	$153,050	0.00%
	Other Revenues	$570,867	$1,765,000	32.34%
	Use of Reserves	$0	$2,929,790	0.00%
	Total Expenses	**$15,922,098**	**$30,336,305**	**52.49%**
	Personnel Expenses	$1,439,058	$2,038,330	70.60%
	Operating Expenses	$911,324	$1,821,270	50.04%
	Purchase of Natural Gas	$11,092,177	$13,232,770	83.82%
	Transfer to General Fund	$2,296,917	$3,070,825	74.80%
	Capital Expenses	$182,622	$10,173,110	1.80%

Item # 20

	Description	3/31/2017	FY 2017 Budget	% of Monthly Totals to Budget
Electric Fund	**Total Revenues**	**$37,233,719**	**$49,703,855**	**74.91%**
	Electric Sales	$36,065,981	$48,255,720	74.74%
	Other Revenues	$1,167,738	$1,448,135	80.64%
	Total Expenses	**$34,413,011**	**$49,703,855**	**69.24%**
	Personnel Expenses	$1,812,042	$2,411,910	75.13%
	Operating Expenses	$925,116	$1,397,270	66.21%
	Purchase of Electrcity	$29,008,140	$41,900,900	69.23%
	Capital Expenses	$646,825	$1,313,135	49.26%
	Transfer to General Fund	$2,020,888	$2,680,640	75.39%
Stormwater Fund	**Total Revenues**	**$1,091,162**	**$1,446,250**	**75.45%**
	Stormwater Revenues	$1,078,363	$1,340,000	80.47%
	Mitigation Grant Revenue	$0	$0	#DIV/0!
	Other Revenues	$12,799	$11,250	113.77%
	Proceeds from Capital Leases	$0	$95,000	0.00%
	Prior Year Carryover	$0	$0	#DIV/0!
	Stormwater Improvement Funds	$0	$0	#DIV/0!
	Total Expenses	**$1,071,664**	**$1,446,250**	**74.10%**
	Personnel Expenses	$578,201	$616,720	93.75%
	Operating Expenses	$427,905	$579,465	73.84%
	Capital Expenses	$65,558	$250,065	26.22%
Solid Waste Fund	**Total Revenues**	**$1,779,766**	**$2,380,750**	**74.76%**
	Refuse Collections Revenues	$1,734,505	$2,181,550	79.51%
	Other Revenues	$45,261	$44,200	102.40%
	Proceeds From Capital Leases	$0	$155,000	0.00%
	Total Expenses	**$1,819,245**	**$2,380,750**	**76.41%**
	Personnel Expenses	$772,403	$1,086,565	71.09%
	Operating Expenses	$906,388	$1,139,185	79.56%
	Capital Expenses	$140,454	$155,000	90.62%
Fiber Optics Fund	**Total Revenues**	**$1,530,820**	**$1,895,220**	**80.77%**
	Fiber Optics Revenues	$1,373,370	$1,785,475	76.92%
	GIS Revenues	$80,050	$104,000	76.97%
	Other Revenues	$77,400	$5,745	1347.26%
	Total Expenses	**$1,227,631**	**$1,895,220**	**64.78%**
	Personnel Expenses	$564,196	$751,885	75.04%
	Operating Expenses	$572,801	$924,900	61.93%
	MEAG Telecom Statewide Pymt	$6,872	$9,435	0.00%
	Debt Payment to Electric Dept	$0	$0	0.00%
	Capital Expenses	$83,762	$209,000	40.08%

Item # 20

Item # 20

Cash Position

	6/30/16	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16
Total Unrestricted Cash Balance	$22,580,760.97	$23,043,518.48	$24,400,752.42	$24,852,012.13	$28,550,820.83	$28,729,936.81	$29,236,794.26
Total Restricted Cash Balance	$63,414,957.28	$63,140,439.64	$63,887,043.37	$64,526,787.10	$63,362,281.90	$65,126,782.85	$65,913,404.35

Cash Position	1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17
Total Unrestricted Cash Balance	$29,808,375.30	$30,513,726.12	$30,572,907.94			
Total Restricted Cash Balance	$65,706,022.40	$66,320,232.85	$65,931,757.00			

Highlights for the Month of March 2017:

Unrestricted cash increased slightly due to increased cash in the water fund, gas fund, and solid waste funds, while cash decreased in the general fund and the electric fund.

Restricted cash decreased due to decresased cash in the GO Parks and Recreation Bond fund and the SPLOST 2003 fund.