



City of Cartersville

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 2/16/2017
Work Session – 6:00 PM

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. February 2, 2017 (Pages 1 - 9)

[Attachments](#)

B. Second Reading of Ordinances

1. Distributed Generation Ordinance (Pages 10 - 16)

[Attachments](#)

C. Resolutions

1. Request for Festival Zone Approval for Downtown Events (Pages 17 - 19)

[Attachments](#)

D. Appointments

1. Confirmation of DDA Board Appointment (Pages 20 - 25)

[Attachments](#)

E. Contracts/Agreements

1. Main Street MOU with Department of Community Affairs (Pages 26 - 37)

[Attachments](#)

2. Update to Water Dept Agreement with Hawksley Consulting (Page 38)

[Attachments](#)

F. Resolutions

1. Resolution to Approve MOU (Pages 39 - 43)

[Attachments](#)

G. Contracts/Agreements

1. Electrical Interconnection Agreement (Page 44)

[Attachments](#)

2. Green Energy Contract - Aquafil (Pages 45 - 52)

[Attachments](#)

3. Green Energy Contract - Electric Cities of Georgia (Pages 53 - 56)

[Attachments](#)

H. Bid Award/Purchases

1. Electric Department - Meter Testing (Pages 57 - 65)

[Attachments](#)

2. Gas Department Compact Excavator Bids (Pages 66 - 71)

[Attachments](#)

3. N. Erwin Street Water Main – Phase III Construction (Pages 72 - 76)

[Attachments](#)

I. Grant Application/Acceptance

1. Community Development Block Grant Application Resolution (Pages 77 - 79)

[Attachments](#)

J. Bid Award/Purchases

1. Architectural & Engineering Services for Gas Dept. & Other City Facilities (Pages 80 - 87)

[Attachments](#)

2. Old Mill Road Boundary & Topographic Surveys (Pages 88 - 89)

[Attachments](#)

K. Other

1. General Release and Indemnity Agreement (Pages 90 - 93)

[Attachments](#)

L. Monthly Financial Statement

1. December 2016 Financial Report (Pages 94 - 98)

[Attachments](#)

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



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
February 2, 2017

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been uploaded and are ready for your review.
City Manager's Remarks:	The minutes from the Feb. 2nd meeting are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 February 2, 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 Stepp.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, Assistant City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. January 19, 2017 Minutes

A motion to approve the January 19, 2017 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

B. Appointments

1. Ethics Committee

Sam Grove, City Manager came forward and stated this request is to renew the term of long standing member Stan Tilley and reappoint the newest members David Caswell and Joy Hill to the City of Cartersville Ethics Committee. All members shall be residents of the City of Cartersville and shall serve a two year term. If approved, these appointments would expire February 7, 2019. It was discussed that the City has never had to use their Ethics Committee before.

A motion to approve Ethics Committee members was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0.

C. First Reading of Ordinances

1. Distributed Generation Ordinance – Electric

John Dooley, Key Accounts Manager came forward and stated due to the rise of distributed generation interconnection requests, solar power, the electric department is proposing to replace our current distributed generation riders with one that will recover our fixed cost that are associated with delivering power to the distributed generation customers. Council discussed cost for electricity for residents with and without solar power.

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 X. ELECTRIC SYSTEM. DIVISION 2. RESERVED is hereby amended by deleting said Division in its entirety and replacing them with the following:

DIVISION 2. DISTRIBUTED GENERATION RIDER.

Sec. 24-261. Distributed Generation Rider, DGR-1.

1.

- (a) *Effective Date:* Bills rendered on or after January 19, 2017.
- (b) *Availability:* Applicable to Customers in all areas served by the Cartersville Electric System (the Utility) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.
 - (1) A distributed generation facility must:
 - (i) Be owned (or leased) and operated by an existing Customer for production of electric energy, and
 - (ii) Be connected to and/or operate in parallel with the Utility's distribution facilities, and
 - (iii) Be intended primarily to offset part or all of the Customer's generator's requirement for electricity, and
 - (iv) Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
 - (v) Be installed on the customer side of the meter.
- (c) **Monthly Metering Charge:**
 - (1) **Bi-Directional Metering Charge - \$2.50 per month**
OR
 - (2) **Single Directional**
 - (i) **Single-Phase \$4.50 per month**
 - (ii) **Poly-phase \$11.00 per month**

- (3) The City of Cartersville Electric System will install single directional metering or bi-directional metering depending on the Customer's method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.
- (4) Bi-directional metering is defined as measuring the amount of electricity supplied by the Utility and the amount fed back to the Utility by the Customer's distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the Utility on the Customer's side of the Customer's meter.
- (5) Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the Utility's distribution system on the Utility's side of the Customer's meter.
- (d) **Monthly Capacity Cost:** The Utility requires each Customer with a distributed generation facility to pay the monthly Stand-By Capacity charges based on the installed Nameplate Capacity Rating (in kW) of the Customer's system.
- | | | |
|-----------|------------------------------------|---------------------------------|
| (1) | Residential | \$8.02 per kW per month |
| (2) | Commercial Non-Demand- | \$11.13 per kW per month |
| (3) | Small Power | \$13.44 per kW per month |
| (4) | Medium Power | \$13.59 per kW per month |
| (5) | Large Power .. | \$14.29 per kW per month |
| (6) | Extra Large Power | \$15.53 per kW per month |
| (7) | Medium Economic Development | \$17.51 per kW |
- per month**
- (e) **Payment for Energy:**
- (1) Bi-directional metering
- (i) When electricity supplied by the Utility exceeds electricity generated by the Customer's distributed generation, the electricity shall be billed by the Utility in accordance with the applicable tariff(s).
- (ii) When electricity generated by the Customer's distributed generation system exceeds electricity supplied by the Utility, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the Utility's avoided energy cost.
- (2) Single directional metering
- (i) For kWh's generated by Customer's distributed generation facility, Customer shall be compensated at the Utility's avoided cost of energy (kWh) as determined by the Utility. The Utility will only compensate Customer for avoided energy kWh's as determined by metered energy delivered to the Utility's distribution system.

- (ii) The Customer's net bill will be calculated using the Utility calculation for avoided energy cost (as described below) credited to the Customer, netted against the billing period charges for the Customer's regular service (according to the applicable tariff) based on actual metered energy.
- (3) Avoided Energy Cost
Payments by the Utility to the Customer for the billing period metered avoided energy kWh's will be computed by the Utility in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the Utility's Wholesale Energy provider.
- (f) ***Safety, Power Quality, and Interconnection Requirements:***
 - (1) The Customer shall be responsible for ensuring a safe and reliable interconnection with the Utility and all costs incurred therein. The Utility has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the Utility's distribution system:
 - (i) Application for Interconnection of Distributed Generation Facility
 - (ii) Interconnection Agreement
 - (iii) Electrical Power Exchange Agreement
 - (2) The provisions in all documents outlined above are incorporated into this Tariff in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Tariff.
 - (3) The Utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the Utility's annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the Utility at its sole discretion at a cost agreed to by it and the Customer provider. The Utility shall at no time be required to purchase energy from Customers in excess of amounts required by the DG Act.
 - (4) The Utility reserves the right to separate the Customer generator's equipment from City lines and facilities when, in the Utility's judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the Utility shall promptly notify the Customer generator so that any unsafe condition can be corrected.

Sections 24-262-265 Reserved.

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: _____
MERIDITH ULMER, CITY CLERK

D. Bid Award/Purchases

1. Computer Server Room Air Conditioner – Fibercom

Dan Porta, Assistant City Manager came forward and stated the computer server room air conditioner is 13 years old and over the past few months has not been able to keep the server room at a consistent temperature. If the air conditioner fails and the computer server room gets too hot, then the servers will overheat and begin to shut down or fail. Mr. Grier stated the City has received three proposals for a new Mitsubishi P Series 3 Ton cooling system for the computer server room. Mr. Porta stated he recommended approval of the bid from Mike Jones HVAC for \$6,377.00

A motion to approve the air conditioner system from Mike Jones HVAC was made by Council Member Wren and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0.

2. Oakhill Cemetery Landscape Maintenance – Public Works

Tommy Sanders, Public Works Department Head came forward and stated the Landscape Maintenance Contract had been renewed the maximum number of times, therefore bids were solicited on the City website and an ad for bid ran in the newspaper. Mr. Sanders stated the City had three bidders, the low bid was Seasons Landscape from Decatur, GA for \$3250 per work event for a total of \$84,500 based on 26 work events. After being advised that Seasons Landscape was the apparent low bidder, they asked to withdraw from consideration. The second bidder was approximately \$30,000 more than the amount budgeted for this service contract. Mr. Sanders stated he recommended the City exercise the right to reject all bids, waive formalities and re-advertise

A motion to approve the rejection of all bids for the Oakhill Cemetery Landscape Maintenance Contract was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

3. Crossmatch Fingerprint Scanner – Police

Chief Frank McCann came forward and requested the approval to purchase a new Crossmatch fingerprint scanner. This equipment is used to transmit arrestee's fingerprints to NCIC/GCIC for identification and to establish a criminal history. Chief McCann stated the current fingerprint scanner is not support by the company any longer and the police are having difficulties with it now. Chief McCann stated he did not bid this item to any other companies because the Police Department has already paid for an interface between Crossmatch and the new Records Management Software, New World; the cost for this system is \$5,346.95. Chief McCann stated this is a budgeted item and this would be paid out of asset forfeiture money. Chief McCann recommended approval.

A motion to approve the purchase of the Crossmatch Fingerprint Scanner was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

4. Center Road Erosion Plan – Gas

Gary Riggs, Gas Department Head came forward and stated the Gas Department has received a bid of \$3,500.00 from the Corp of Engineers for the design of the Center Road Erosion Control Plan to cover the City's exposed line on Center Road. Mr. Riggs stated he recommends approval.

A motion to approve the bid from the Corp of Engineers for the Center Road Erosion Plan was made by Council Member Wren and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

5. Fiber Optic Cable – Fibercom

Dan Porta, Assistant City Manager came forward and stated the Fiber Department needs to purchase some additional 60 count fiber cable that is used when adding new fiber customers or replace existing fiber cable. The cost of the 60 count fiber spool is \$13,617.12 and is part of inventory and will last for several years. Fiber Department also needs to purchase two spools of 12 count fiber at a total cost of \$10,259.04. This fiber cable is used on a more frequent basis and is needed as we have been adding additional customers to the fiber network. Mr. Porta recommend approval of the purchase of fiber cable from OFS.

A motion to approve the bid from OFS for the Fiber Optic Cable was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

6. Install Access Control at Public Works – Fibercom

Dan Porta stated as part of the review of security access at the Public Works Department, it was determined that additional access control was needed on several doors and the cost of materials, supplies and labor to install these devices is \$5,224.96 from Telenet Systems. The purchase and installation of these new security access devices is recommended for your approval.

A motion to approve the bid from Telenet Systems to Install Access Control at Public Works was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

7. Vehicle Repair - Water

Dan Porta stated a city vehicle was involved in an accident and the cost to repair the vehicle by Matthews Garage is \$5,365.32. The city's insurance company will reimburse the repair costs less our \$1,000 deductible. I recommend approval of this vehicle repair.

A motion to approve the vehicle repair was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0.

E. Engineering Services

1. Mission Road Sewer Replacement – Phase III/IV – Water

Bob Jones stated a request for proposal was made to Rindt-McDuff and Associates for design of Phase III / IV of the Mission Road Sewer Replacement Project. This phase of work would replace approximately 4,000 feet of clay pipe. Rindt-McDuff and Associates was selected because they were the design engineers for Mission Road Sewer Replacement Phase II which was authorized by Council on October 15, 2015. Mr. Jones stated because these projects are contiguous, it is most efficient for them to be designed by the same firm. Rindt-McDuff and Associates has proposed: Design for \$69,935.00, Construction Oversight for \$50,810.00, Engineering Allowance for \$10,000.00, Survey Allowance for \$7,500.00 and a Geotech / Material Testing Allowance of \$10,000.00 which is \$148,245.00 total. Mr. Jones stated this will complete the Mission Road Sewer Replacement that began in 2013. Mr. Jones recommended your approval of the bid from Rindt-McDuff and Associates as stated.

A motion to approve the Rindt-McDuff and Associates bid for the Mission Road Sewer Replacement was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0.

F. Other

1. Review and Approval of 2017 Goals

Sam Grove stated the goals from the 2017 Visioning Session. The goals are: 1. Automated Metering Infrastructure 2. Review personnel wage, benefit, and incentive program for employee recruitment and retention 3. Water Infrastructure 4. Hotels and Motels within the City in compliance with all state and local ordinances 5. Identify redevelopment opportunities for blighted properties and Land Bank 6. SPLOST opportunities 7. Review Development Regulations, Sign, Building Code, Alcohol, and Zoning, specifically to construction of new business 8. Aesthetics 9. TSPLOST Exploration and 10. Determine costs to run Fiber to

Highlands 75.

A motion to approve the 2017 Visioning Session Goals of the City was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

Mayor Santini announced that he looked forward to listening to Cartersville resident Wes Durham to the radio and hearing the Falcons win the Super Bowl.

Council Member Stepp made a motion to adjourn and needing no second the motion carried unanimously. Vote 6-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
Distributed Generation Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Electric Department
Department Summary Recommendation:	Due to the rise of distributed generation (solar) interconnection request the electric department is proposing to replace our current distributed generation riders with one that will recover our fixed cost that are associated with delivering power to the distributed generation customers. Refer to distributed generation points in the attachment.
City Manager's Remarks:	Your approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	The proposed ordinance has been reviewed and approved by City Attorney.
Associated Information:	

Distributed Generation Points

- Distributed Generation (Solar power mainly) is being made more affordable.
 - The city may see a rise in the amount of Distributed Generation Interconnection request.
 - This would create a decrease in the amount of kWh sold along with a decrease in revenue.
- Our costs are primarily fixed cost which are driven by the MEAG/SEPA wholesale bill.
 - The bill is roughly 80% fixed and 20% variable.
- The City of Cartersville has unavoidable, large fixed-costs due to its partial ownership in various generation plants.
 - Customers with Distributed Generation will pay less towards these fixed costs due to consuming less kWh's.
 - The current DG riders do not help recover this loss of revenue.
 - As a result, fixed cost from DG customers will be shifted to non-DG customers without a change to the current riders.
- New Rider is proposed to make sure that everyone pays their fair share of costs.
 - It is not a tax nor a disincentive for Distributed Generation.
 - The City does not want to raise the rates of all rate payers to cover this loss of revenue.
 - The new rider adds an additional monthly metering charge and facility capacity charge that offsets some of the potential lost revenue.

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 X. ELECTRIC SYSTEM. DIVISION 2. RESERVED is hereby amended by deleting said Division in its entirety and replacing them with the following:

DIVISION 2. DISTRIBUTED GENERATION RIDER.**Sec. 24-261. Distributed Generation Rider, DGR-1.****1.**

- (a) *Effective Date:* Bills rendered on or after January 19, 2017.
- (b) *Availability:* Applicable to Customers in all areas served by the Cartersville Electric System (the Utility) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.
 - (1) A distributed generation facility must:
 - (i) Be owned (or leased) and operated by an existing Customer for production of electric energy, and
 - (ii) Be connected to and/or operate in parallel with the Utility's distribution facilities, and
 - (iii) Be intended primarily to offset part or all of the Customer's generator's requirement for electricity, and
 - (iv) Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
 - (v) Be installed on the customer side of the meter.
- (c) *Monthly Metering Charge:*
 - (1) Bi-Directional Metering Charge \$2.50 per month
OR
 - (2) Single Directional
 - (i) Single-Phase \$4.50 per month
 - (ii) Poly-phase \$11.00 per month
 - (3) The City of Cartersville Electric System will install single directional metering or bi-directional metering depending on the Customer's method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.
 - (4) Bi-directional metering is defined as measuring the amount of electricity supplied by the Utility and the amount fed back to the Utility by the Customer's distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the Utility on the Customer's side of the Customer's meter.

- (5) Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the Utility's distribution system on the Utility's side of the Customer's meter.

(d) *Monthly Capacity Cost:* The Utility requires each Customer with a distributed generation facility to pay the monthly Stand-By Capacity charges based on the installed Nameplate Capacity Rating (in kW) of the Customer's system.

(1) Residential	\$8.02 per kW per month
(2) Commercial Non-Demand	\$11.13 per kW per month
(3) Small Power	\$13.44 per kW per month
(4) Medium Power	\$13.59 per kW per month
(5) Large Power	\$14.29 per kW per month
(6) Extra Large Power	\$15.53 per kW per month
(7) Medium Economic Development	\$17.51 per kW per month

(e) *Payment for Energy:*

(1) Bi-directional metering

- (i) When electricity supplied by the Utility exceeds electricity generated by the Customer's distributed generation, the electricity shall be billed by the Utility in accordance with the applicable tariff(s).
- (ii) When electricity generated by the Customer's distributed generation system exceeds electricity supplied by the Utility, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the Utility's avoided energy cost.

(2) Single directional metering

- (i) For kWh's generated by Customer's distributed generation facility, Customer shall be compensated at the Utility's avoided cost of energy (kWh) as determined by the Utility. The Utility will only compensate Customer for avoided energy kWh's as determined by metered energy delivered to the Utility's distribution system.
- (ii) The Customer's net bill will be calculated using the Utility calculation for avoided energy cost (as described below) credited to the Customer, netted against the billing period charges for the Customer's regular service (according to the applicable tariff) based on actual metered energy.

(3) Avoided Energy Cost

Payments by the Utility to the Customer for the billing period metered avoided energy kWh's will be computed by the Utility in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the Utility's Wholesale Energy provider.

(f) *Safety, Power Quality, and Interconnection Requirements:*

- (1) The Customer shall be responsible for ensuring a safe and reliable interconnection with the Utility and all costs incurred therein. The Utility has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the Utility's distribution system:
 - (i) Application for Interconnection of Distributed Generation Facility
 - (ii) Interconnection Agreement
 - (iii) Electrical Power Exchange Agreement
- (2) The provisions in all documents outlined above are incorporated into this Tariff in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Tariff.
- (3) The Utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the Utility's annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the Utility at its sole discretion at a cost agreed to by it and the Customer provider. The Utility shall at no time be required to purchase energy from Customers in excess of amounts required by the DG Act.
- (4) The Utility reserves the right to separate the Customer generator's equipment from City lines and facilities when, in the Utility's judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the Utility shall promptly notify the Customer generator so that any unsafe condition can be corrected.

Sections 24-262-265 Reserved.

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: _____
 MERIDITH 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 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. DIVISIONS 33. DISTRIBUTED GENERATION ENERGY “A” RIDER, DGEA-2 SECTION 24-416. GENERALLY. (b) AND DIVISION 34. DISTRIBUTED GENERATION ENERGY “B” RIDER, DGEB-2. SECTION 24-417. GENERALLY (b) are hereby amended by deleting said paragraphs in their entirety and replacing them with the following:

1.

Division 33 – Distributed Generation Energy “A” Rider, DGEA-2

Section 24-416. Generally.

(b) Availability: Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations. Only for customers on said rider before February 2, 2017.

2.

Division 34. Distributed Generation Energy “B” Rider, DGEB-2

Section 24-417. Generally.

(b) Availability: Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations. Only for customers on said rider before February 2, 2017.

3.

Sections 24-418 through 24-420 Reserved.

4.

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: _____
MERIDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting

2/16/2017 7:00:00 PM

Request for Festival Zone Approval for Downtown Events

SubCategory:	Resolutions
Department Name:	Downtown Development Authority
Department Summary Recommendation:	These are the events that the DDA currently knows are on the calendar and is planning for. They are of varying sizes, some events have road closures associated with them. We hosted over 20 successful events with alcohol last year and found that it improved turnout at our events significantly. Staff recommends approval of these events as festival zones.
City Manager's Remarks:	Your approval of the attached festival zones that are on the DDA's calendar is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No. - _____

of the

City of Cartersville, Georgia

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

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

March 4	Car Show; 4-8pm
March 17/18	Music for Pub Crawl; 7-9pm
April 22	Music and Car Show; 4-8:30pm
May 6	Car Show; 4-8pm
May 13	Art Market/Music/Taste of Cartersville; 12-7pm
May 20	Downtown Fiesta; 6-9pm
June 3	Car Show; 4-8pm
June 17	Music Event; 7-10pm
July 1	Car Show; 4-8pm
July 22	Music Event; 7-10pm
August 5	Car Show; 4-8pm
August 19	Music Event; 7-10pm
September 2	Car Show; 4-8pm
September 15/16	Music Event for Pub Crawl; 7-9pm
October 28	Bluegrass Festival; 11:30-7:30

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Downtown Cartersville 2017 Events Calendar, as planned and implemented by the DDA, and approved by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 16th day of February 2017.

/s/_____
Matt Santini
Mayor

ATTEST:

/s/_____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
Confirmation of DDA Board Appointment

SubCategory:	Appointments
Department Name:	Downtown Development Authority
Department Summary Recommendation:	Three candidates were interviewed for the DDA board and out of those Michael Chitwood was chosen for recommendation to Council. He is a Cartersville native, owner of two businesses downtown, and has strong interests in developing the downtown district. Staff recommends approval of this candidate to the DDA board.
City Manager's Remarks:	Your approval of this appointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

DDA Board Member Application

1. Name: Michael Chitwood
2. Address: 214 Parkview DR Cartersville, GA 30120
3. Phone: (Day) _____ (Evening) _____ (Cell) 770-820-7459
4. Email: email lovejune@gmail.com
5. Resident of: (Cartersville) ☒ (Bartow County) _____ (Other) _____
6. Duration of residency: 36 years
7. Are you the owner or representative of a licensed downtown business? yes - Love June
8. Name of business: Love June + Tenth Muse
9. Address of business: 24 E. Church St. + 10 S. Wall St.
10. How long has the business been licensed? 1.5 years
11. Where are you currently employed? Love June + Tenth Muse
12. What is your current position? _____
13. How long have you been with this company? 1.5 years

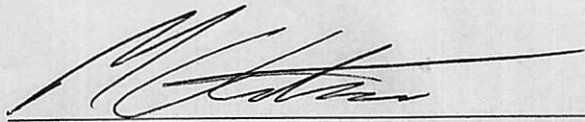
Either in the space below, or on an attachment, please list any special skills or experience that you feel would strengthen the Downtown Development Authority. (Professional experience, previous board experience, volunteerism, personality characteristics, et cetera may all be considered.)

I've been a business owner for over 15 years and understand how to grow a successful following. This can translate well to marketing and bringing people to the downtown area. I am good at understanding what people want + providing them with solutions to meet those needs. I am a business owner downtown and have a vested interest in seeing the community flourish. Having lived in Cartersville for all of my life, I've seen the community grow so much and would love to help us grow + develop even more.

Either in the space below, or on an attachment, please outline your "vision" for the future of downtown Cartersville and how you can contribute to that process.

I would love to see our downtown community be a destination that everyone wants to come to and stay. We have made great improvements the past few years. We have created great spaces to hold events. I would like to help promote those events and perhaps come up with new events. I would like for downtown to be a place people want to "eat, play, stay!" meaning we promote the businesses so people can spend their entire day downtown. I would enjoy working with property owners to help bring new businesses to the area.

I have read and fully understand this application for the Cartersville Downtown Development Authority Board. I am willing to make a Board level commitment to the revitalization of downtown Cartersville. I understand that this is an advisory role to help determine policy issues and that the Downtown Development Manager will serve in administrative capacities for the DDA.



Signature

1-6-17

Date

Please return completed application to:

Cartersville DDA
Attn: Lillie Read
1 Friendship Plaza
Cartersville, GA 30120
770.607.3690 (fax)
770.607.3576 (phone)

Or submit electronically to: lread@downtowncartersville.org

MICHAEL
CHITWOOD



MICHAEL@SHOPLOVEJUNE.COM



770.820.7459

LOVE JUNE
THE 10TH MUSE

DOWNTOWN DEVELOPMENT
AUTHORITY

GOALS

SHORT: IMMEDIATE FOOT TRAFFIC

MID: PROPERTY OWNERS

LONG: SMALL URBAN SETTING

GOALS

1. SHORT TERM

A. Events

- i. 5k – Race, band, food - active.com/running
- ii. Moonlight bike ride – ride, band, food - atlantamoonride.com
- iii. Concerts under the bridge
- iv. Food Festivals - telegraph.co.uk/travel/destinations/north-america/united-states/articles/Top-10-American-food-festivals/
- v. Family Block Theme Parties – Once a month on Friday nights 6 – 9pm

B. Parking

- i. Suggest employees park in designated parking spots.

C. Social Media

- i. Have current business send us their pics and we post them to the DDA accounts
- ii. Snapchat – keep using the geofilter
- iii. Facebook – keep boosting event posts. Have giveaways to a certain business and have that business supply the prize.

2. MID TERM

A. Property Owners

- i. Make sure their buildings stay occupied
- ii. We seek out businesses that we would like to see come to downtown and suggest them to the property owner
- iii. When not being rented, make sure the building is presentable. Whether we let the owner take responsibility or we have volunteers clean it up.

3. LONG TERM

A. Small Urban Setting

- i. shop/live building – retail on bottom with condos on top
- ii. Parking

APPOINTEE	ORIGINAL APPT	COUNCIL MEETING WHEN REAPPOINTED	CURRENT EXPIRATION	COMMENTS
Mary Ann Henry	2/3/16 Replaced Jim Ballew		2/18/2018	
Michael Chitwood	Replaced Dan Kramer whose term expired 2/18/17	N/A	2/18/2021	
Earline Burke	10/4/12 Replaced Billy Archer whose term expired 2/18/14	3/6/2014	2/18/2018	
Pam Wilson	2/3/16 Replaced Bill Chandler	N/A	2/18/2020	
Nancy Jackson	5/6/10 Replaced Kari Hodge whose term exp 2/18/11	2/5/2015	2/18/2019	
Dan Kramer	Replaced Lara Jeanneret who resigned from the board 12/17/16	2/16/2016	2/18/2019	
Maureen Kirkland	3/5/15 Replaced Jill Mitchell whose term expired 2/18/15	N/A	2/18/2019	



City of Cartersville

City Council Meeting

2/16/2017 7:00:00 PM

Main Street MOU with Department of Community Affairs

SubCategory:	Contracts/Agreements
Department Name:	Downtown Development Authority
Department Summary Recommendation:	This is a yearly MOU that the DDA and the City enter into with the Department of Community Affairs, which stipulates that the DDA will abide by all of the program requirements needed to maintain its designation as a Classic Main Street Community. This is downtown's 30th year as a Classic Main Street Community. Staff recommends approval of this MOU.
City Manager's Remarks:	Your approval of the attached MOU with DCA is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



**National Main Street
Center**
a subsidiary of the
National Trust for Historic Preservation

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2017 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of Cartersville, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2017. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)

- B. Review reported data submitted by the downtown manager to assure accuracy.
- 6. Use the “Main Street America™” name in accordance with the National Main Street Policy on the Use of the Name Main Street.
- 7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

- 1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2017), and can serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan should be on file and updated with DCA.
- 2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
- 3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
- 4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
- 5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
- 6. Newly Appointed Board Members are required to attend Main Street 101, hosted by the Office of Downtown Development, within their first year of their first term.
- 7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

- 1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in occasional surveys by DCA related to Main Street programming.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
- 2. Participate in training to broaden the impact of the local Main Street Program.
 - A. One representative from the local program should attend at least one Regional Managers meeting in 2017.
 - B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-

DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- D. Respond to requests by DCA in a timely manner.
- 3. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
- 4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community.
- 5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
- 6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

- 1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
- 2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
 - A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
 - B. DCA will offer seven Regional Managers Meetings statewide in 2017.
 - C. DCA will offer four Main Street 101 workshops and one Main Street 201 workshop throughout the year, with topics related to the Main Street Approach™
- 3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
 - B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
- 4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
- 5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
- 6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
- 7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
- 8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
- 9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2017.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2017 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sub-license Agreement (“Sub-license Agreement”) is entered into between the Office of Downtown Development (“**Coordinating Program**”) and City of Cartersville (“**Sublicensee**”), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. (“NMSC”) operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the State Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC’s parent entity, the National Trust for Historic Preservation (“National Trust”), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and CoordinatingProgram have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the “Trademarks.”

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee’s use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the

National Main Street Center Local Program Accredited Member Sublicensing Agreement

benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or

National Main Street Center Local Program Accredited Member Sublicensing Agreement

stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2017, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between State Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

National Main Street Center Local Program Accredited Member Sublicensing Agreement

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the State Program. If the State Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the State Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the State Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: The Office of Downtown Development

Address: Georgia Department of Community Affairs

c/o Office of Downtown Development

60 Executive Park South, NE

Atlanta, GA 30329

Phone: 404-679-4859

Email: jessica.reynolds@dca.ga.gov

To Sublicensee:

Name: Cartersville Downtown Development Authority

Address: 1 Friendship Plaza

Cartersville, GA 30120

Phone: 770-607-3480

Email: lread@downtowncartersville.org

- 14. Successors:** This agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.
- 15. Modification.** No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.
- 16. Waiver.** The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.
- 17. Severability.** If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.
- 18. Entire Agreement.** This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

Coordinating Program

By: Jessica Reynolds
Title: Director, Office of Downtown Development
Date: _____

Sublicensee

By: Lillie Read
Title: Manager, Cartersville DDA
Date: February 16, 2017



City of Cartersville

City Council Meeting

2/16/2017 7:00:00 PM

Update to Water Dept Agreement with Hawksley Consulting

SubCategory:	Contracts/Agreements
Department Name:	Water
Department Summary Recommendation:	Last November, Council approved that the City enter into an agreement with Hawksley Consulting to explore various water billing structures throughout the US. Since the time Council approved the agreement, Hawksley has been acquired by Stantec Consulting Services. I am requesting that Council approve to assign the existing agreement and Task Order 1 in the name of Hawksley to Stantec Consulting Services. Keith has reviewed the amended name documents and Task Order and has approved them.
City Manager's Remarks:	Your approval of this name change is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
Resolution to Approve MOU

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	This is a resolution to approve a MOU with Sheet Metal Components for the EIP Grant through the Georgia Department of Community Affairs. Council signed an agreement to participate in the grant through DCA in December of 2015. This resolution will allow the City to submit all EIP contract documents to DCA in order to obtain the EIP Grant and enter into an MOU with Sheet Metal Components. The resolution and MOU has been reviewed by Keith. I ask for your approval of the resolution and the MOU.
City Manager's Remarks:	Your approval of the attached resolution is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

STATE OF GEORGIA
COUNTY OF BARTOW

WHEREAS, the Georgia Department of Community Affairs has notified the City of Cartersville and other general purpose governments that federal funds, managed by said state agency, are available to local governmental units under the Employment Incentive Program for the purpose of economic development projects that will result in employment of low and moderate income persons; and

WHEREAS, the purpose of said grant shall be construct public infrastructure including sewer, water and roadway infrastructure improvements to facilitate the expansion of Sheet Metal Components, Inc.; and

WHEREAS, the City of Cartersville is committed to working cooperatively with the Georgia Department of Community Affairs, multiple federal project participants, property owners and the citizens of Cartersville to implement the Project in accordance with federal and state guidelines as defined by Employment Incentive Program/Community Development Block Grant staff of the Georgia Department of Community Affairs in such a manner as to assure that the Project is developed, operated and maintained as a community asset designed to benefit current and future residents of the City of Cartersville; and

WHEREAS, the City of Cartersville deems the Project to be in the best interests of the citizens of Cartersville; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to submit EIP contract documents to the Georgia Department of Community Affairs in order to obtain said Employment Incentive Program Grant in order to perform those activities specified within this resolution; and

BE IT FURTHER RESOLVED, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to enter into a Memorandum of Understanding with Sheet Metal Components, Inc., and is hereby authorized to submit or execute other construction or EIP grant related documentation as required in order to obtain said Employment Incentive Program Grant; and

BE IT FUTHER RESOLVED, that the City of Cartersville shall be committed to the operation and maintenance of infrastructure developed through the Grant resources herein specified as a part of its water/sewer inventory; and

BE IT FUTHER RESOLVED, that the Mayor of Cartersville is hereby authorized to submit or execute any and all documents as may be required to accompany said EIP contract and to provide the Georgia Department of Community Affairs any and all Support Documentation which is considered to be part of said contract or grant award process.

SO ADOPTED, this _____ day of _____ 2017.

ATTEST:

CITY OF CARTERSVILLE, GEORGIA

Meredith Ulmer, City Clerk

BY: _____ Item # 7
Matthew J. Santini, Mayor

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF CARTERSVILLE
AND
SHEET METAL COMPONENTS, INC.**

THIS MEMORANDUM OF AGREEMENT is entered into this _____ day of February, 2017 by and between SHEET METAL COMPONENTS, INC. (legally registered as Sheet Metal Components, Inc.) and the CITY OF CARTERSVILLE.

WHEREAS, SHEET METAL COMPONENTS, INC., a contract metal fabricating company, plans to begin expansion of their existing facility on Zena Dr. in Cartersville, GA., resulting in the creation of 26 new full-time, permanent jobs, adding 32,500 square feet to the existing $\pm 70,000$ square foot facility and involving approximately \$2,120,316 in private investment over two years, and;

WHEREAS, THE CITY OF CARTERSVILLE plans to seek an Employment Incentive Program (EIP) grant from the Georgia Department of Community Affairs of up to \$239,085.00 to enable the expansion of SHEET METAL COMPONENTS, INC. (SMC) by facilitating the construction of necessary public infrastructure including sewer, water and roadway infrastructure improvements needed for the expansion. If awarded grant funds, The CITY OF CARTERSVILLE will serve as the fiscal agent for the grant funded portion of the contract only. If awarded, the CITY OF CARTERSVILLE will provide reimbursement to SHEET METAL COMPONENTS, INC for eligible public infrastructure expenses. Reimbursement of eligible expenses may be up to, but not exceeding, the actual grant award from the Georgia Department of Community Affairs, and;

WHEREAS, as a condition of potential EIP Grant funding, SHEET METAL COMPONENTS, INC. will be responsible for all private investment costs associated with this project including engineering and construction. Further, SHEET METAL COMPONENTS agrees to follow all federal requirements and any Community Development Block Grant (CDBG) Employment Incentive Program (EIP) Grant Special Conditions set forth for the project. Following the federal bidding requirements for this project, the construction contract for public infrastructure named above will be executed between Sheet Metal Components, Inc. and the lowest responsible and responsive bidder, and;

WHEREAS, All work completed in conjunction with this project must adhere to CITY OF CARTERSVILLE construction standards and codes and THE CITY OF CARTERSVILLE will own, operate and maintain the infrastructure upon completion of the proposed grant funded project and the proposed work will be on public right-of-way or already negotiated public easement and no acquisition activities are anticipated, and;

WHEREAS, the Department of Community Affairs (DCA) is considering providing Community Development Block Grant (CDBG) Employment Incentive Program (EIP) grant funding of up to \$239,085.00 which is being considered to be granted to the CITY OF CARTERSVILLE for the purpose of public infrastructure associated with this project, including:

1. Sanitary sewer relocation, including moving a sewer line to the end of the new property;

2. Waterline installation, including adding water lines necessary for an additional fire hydrant, and;
3. Complete shoulder work, backfill of sidewalks and 5' sidewalks along the main road as required by City code, and;

WHEREAS, the DCA requires the CDBG Recipient to agree to repayment of grant funds to the State if Economic Development and Construction Commitments are not met by SHEET METAL COMPONENTS, INC., and;

WHEREAS, Economic Development and Construction Commitments by SHEET METAL COMPONENT include the commitment to:

1. Private Investment of up to \$2,120,316 over 24-months
2. Job Creation of 26 new, full-time permanent jobs over 24-months
3. Employment Opportunities associated with the Job Creation to be made available to Low-To-Moderate Income Persons, and;

WHEREAS, SHEET METAL COMPONENTS, INC. intends to meet the Economic Development and Construction Commitments associated with the described expansion of the existing facility; and;

WHEREAS, the parties intend for this agreement to protect the CITY OF CARTERSVILLE in the event DCA determines SHEET METAL COMPONENTS has not met above stated Economic Development and Construction Commitments.

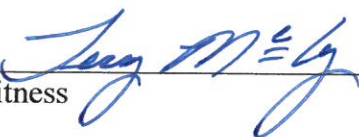
NOW THEREFORE, in consideration for the assistance of the CITY OF CARTERSVILLE, receipt of the grant, and other consideration, SHEET METAL COMPONENTS, INC. agrees:

1. Invest approximately \$2,120,316 million in building construction, machinery and equipment since the Pre-Agreement Cost Approval (PACA) effective date of November 19, 2015 as indicated in the EIP funding application submitted by the CITY OF CARTERSVILLE to the Department of Community Affairs. SHEET METAL COMPONENTS investment may be verified through review by a certified public accountant at the request of the CITY OF CARTERSVILLE and/or DCA
2. Create at least twenty-six (26) net, new, full-time permanent jobs at SHEET METAL COMPONENTS as of the PACA date of November 19, 2015 with at least thirteen (13) or 51% of which will be documented as held by low- and moderate-income (LMI) persons. The number of actual new jobs created may not fall below DCA minimum thresholds, which are anticipated to be 70%, or eighteen (18) net, new full-time jobs with nine (9) or at least 51% of which must be documented as held by persons who are defined as LMI prior to employment with the SHEET METAL COMPONENTS;
3. Make employment opportunities at SHEET METAL COMPONENTS availed to low- and moderate-income persons. SHEET METAL COMPONENTS will maintain and have available to the City documentation of the number and characteristics (minority status, job category, etc.) of all jobs created since November 17, 2015 until such time as the EIP grant is formally closed by DCA.
 - a. Acceptable documentation includes the following:
 - i. Documentation in the form of an individual "self-certification" completed by each new employee which documents that person's family size and

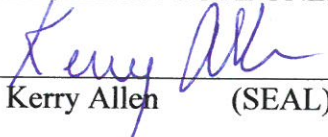
- household income status prior to their employment with SHEET METAL COMPONENTS along with the Employer's Summary form
- ii. Documentation from an authorized government agency that those persons hired are certified according to the EIP Employee Information Sheet
 - iii. Certification from an authorized state or federal agency that a hired individual is (or prior to receiving employment was)
 1. A resident of public housing;
 2. A registered participant in a "non-core" Workforce Investment Act (WIA) training service or program;
 3. A JOBS (Job Opportunities for Basic Skills) participant;
 4. A TANF (Temporary Assistance to Needy Families) participant;
 5. Recipient of Social Security;
 6. Recipient of Food Stamps;
 7. Resident of a geographic area or census tract with at least 20% poverty designated as a federal Empowerment Zone or Enterprise Community.
 4. SHEET METAL COMPONENTS should make its private investment and create and document all new jobs within a twenty-four (24) month timeframe from the date of the EIP Grant Award.
 5. If DCA demands repayment from the CITY OF CARTERSVILLE, the CITY OF CARTERSVILLE will require SHEET METAL COMPONENTS, INC. to repay the amount of the EIP Grant (\$239,085.00) to the CITY OF CARTERSVILLE. CITY OF CARTERSVILLE shall hold an Irrevocable Standby Letter of Credit in the amount of the grant award. This Irrevocable Standby Letter of Credit shall be held by the City until SHEET METAL COMPONENTS and The Department of Community Affairs confirms the completion of the private investments and the job creation or until the grant is closed.
 6. SHEET METAL COMPONENTS, INC. shall comply with the City of Cartersville Code of Ordinances, and all construction codes and requirements, additionally, in awarding this project, they shall follow the federal bidding guidelines and all other requirements of the Grant referenced herein.

SHEET METAL COMPONENTS, INC. affirms that the undersigned officer has authority to execute this agreement on behalf of the corporation. CITY OF CARTERSVILLE affirms its Mayor has authority to execute this agreement. Signed by the hand and under the seal of the undersigned, as of the date first set forth above.

ATTEST:

Witness 

SHEET METAL COMPONENTS, INC.

By:  (SEAL)

Its: **President & CFO**

ATTEST:

Witness _____

THE CITY OF CARTERSVILLE

By: Matt Santini (SEAL)
Its: **Mayor, City of Cartersville**

Item # 7



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
Electrical Interconnection Agreement

SubCategory:	Contracts/Agreements
Department Name:	Electric Department
Department Summary Recommendation:	The electrical customer at 191 Etowah Drive in Cartersville has installed a solar system and wishes to connect the system to Cartersville's electric grid. The agreement describes the conditions under which the City and the Owner agree that distributed generating facility may be interconnected and operated in parallel with the City's electric system. The customer has met the obligations of this agreement. The Electric Department is asking council to approve an Interconnection and Power Exchange Agreement between the City and the customer at 191 Etowah Drive in Cartersville. This agreement is available for viewing in the office of the City Clerk, 10 N. Public Square.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	Agreement has been reviewed and approved by Keith Lovell.
Associated Information:	



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
Green Energy Contract - Aquafil

SubCategory:	Contracts/Agreements
Department Name:	Electric Department
Department Summary Recommendation:	Aquafil approached the City of Cartersville Electric Department requesting to buy Green Energy Certificates for their two plants in Cartersville. The Certificates state that the energy is produced by a Green Energy Source such as wind, solar, bio-mass, and hydro. The certificates will cover the total electrical consumption at both of their plants for 2016 and 2017. The purchase of the Certificates will allow Aquafil to advertise their status as a "Green Company" as part of their corporate goal. To complete the total transaction, the City of Cartersville Electric Department will purchase these Green Energy Certificates from the Electric Cities of Georgia (ECG). The terms of the agreement with Aquafil are listed in the contract. Keith Lovell has reviewed and approved the contract. The Electric Department is recommending that you approve the agreement between Aquafil and the City of Cartersville.
City Manager's Remarks:	Your approval of this contract is recommended.
Financial/Budget Certification:	
Legal:	Keith Lovell has reviewed and approved the contracts.
Associated Information:	

CONTRACT FOR SALE OF ENERGY ATTRIBUTES

This Contract for Sale of Energy Attributes is made and entered into on this 2nd day of February, 2017 (the "Effective Date") by and between the CITY OF CARTERSVILLE, a municipal corporation formed and existing under the laws of the State of Georgia, ("Cartersville") and Aquafil, U.S.A., INC. ("Aquafil USA") may be referred to individually herein as a "Party" and collectively as the "Parties".

SECTION 1: DEFINITIONS

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

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

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

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

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

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

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

SECTION 2: ENERGY ATTRIBUTE SALE & PURCHASE

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

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

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

SECTION 3: REPRESENTATIONS AND WARRANTIES

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

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

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

3.4 Green-e Certification; The Energy Attributes sold to Aquafil, USA under this Contract shall be certified and audited by the Center for Resource Solutions, Green-e program by June 30 of each year of this Contract. The initial certification shall be due June 30, 2017.

3.5 Avoided Emissions; Cartersville shall deliver to Aquafil, USA an estimate of the Carbon Dioxide emissions avoided by Aquafil, USA's purchase of Energy Attributes under this Contract. The initial avoided emissions estimate shall be due on or before January 31, 2018.

SECTION 4: TERM & TERMINATION

4.1 Term; The term of this Contract shall commence on the Effective Date and, unless terminated sooner as provided herein, shall continue in effect until December 31, 2017. This Contract shall automatically renew under the same terms and conditions for consecutive five (5) one-year terms unless one of the Parties gives notice of cancellation to the other Party at least 180 days prior to such renewal date. The initial term and any renewal terms are referred to herein as the "Term."

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

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

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

SECTION 5: DEFAULT

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

- 5.1.1** Fails to perform any material obligation required under this Contract;
- 5.1.2** Becomes insolvent or unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- 5.1.3** Makes a general assignment, arrangement, or composition with or for the benefit of its creditors;
- 5.1.4** Institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency laws or other similar laws affecting creditors’ rights;
- 5.1.5** Passes a resolution for its dissolution, winding-up, or liquidation;
- 5.1.6** Seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for the Party or for all or substantially all of its assets;
- 5.1.7** Has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets;

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

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

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

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

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

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

SECTION 6: GENERAL PROVISIONS

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

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

CITY OF CARTERSVILLE

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

AQUAFIL, USA INC

Robert F. Rebello
1 Aquafil Drive
Cartersville, Georgia 30120

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

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

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

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

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

[Remainder of page intentionally left blank]



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

CITY OF CARTERSVILLE , GEORGIA

Approved: _____
Matthew J. Santini Mayor

Witness: _____
Meredith Ulmer City Clerk

AQUAFIL U.S.A., INC.

Approved: _____
Robert F. Rebello
Executive Vice President

Witness: _____

EXHIBIT A

YEAR	ADDRESS	ANNUAL KWH USAGE	NUMBER OF CERTIFICATES PER 1000KWH	PRICE PER EACH CERTIFICATE	AGGREGATE ANNUAL PRICE	MONTHLY INSTALLMENT TO BE INCLUDED ON BILL
2016	1 Aquafil Dr., Cartersville, GA	41,423,995	41,424			
2016	101 Fiber Dr., Cartersville, GA	15,500,000	15,500			
2016	Total for Both Locations	56,923,995	56,924	\$0.583	\$ 33,186.69	No Monthly Installments *

2017	1 Aquafil Dr., Cartersville, GA	42,666,715	42,667			
2017	101 Fiber Dr., Cartersville, GA	15,500,000	15,500			
2017	Total for Both Locations	58,166,715	58,167	\$0.583	\$ 33,911.36	\$ 2,825.95

Note: Aquafil has agreed to purchase 2016 certificates prior to the certificates being issued.

Note: The energy usage for 2017 is estimated and will be adjusted at the end of the year to reflect the actual usage and pricing.

Note: The percentage of hydro credit will be adjusted at end of 2017 to reflect the percentage of hydro used by Cartersville Electric System.



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
Green Energy Contract - Electric Cities of Georgia

SubCategory:	Contracts/Agreements
Department Name:	Electric Department
Department Summary Recommendation:	To accommodate Aquafil's request for Green Energy Certificates we will need to enter into an agreement/contract with Electric Cities of Georgia (ECG) for the purchase of these certificates. ECG is the state wide source for the purchase of Green Energy Certificates by a municipality. An agreement/contract is attached for your review. The Electric Department is recommending that you approve the agreement between ECG and the City of Cartersville.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	Keith has reviewed the contract.
Associated Information:	

Renewable Energy Credit Procurement Agreement

The undersigned Participant hereby authorizes Electric Cities of Georgia, Inc. (ECG) to act as the Participant's agent in the procurement of Renewable Energy Credits (RECs) on behalf of the Participant for the Participant's use for offering a "Renewable Energy Credit" program to its retail customers. Each renewable energy credit (REC) represents the environmental attributes derived from the generation of one megawatt-hour (MWh) of electrical energy from a facility that generates electricity from renewable energy, including wind, solar, and biomass energy. Biomass energy includes but is not limited to methane gas derived from landfill operations. The following conditions and stipulations describe the specifics of this Authorization Agreement and represent the entirety of this agreement, unless modified by mutual agreement between the Participant and ECG. This Authorization Agreement is supplemental to that certain Intergovernmental Participant Contract, dated as of February 1, 2013, as amended, among ECG and its 52 Participants, including the undersigned Participant (the "IPC") and ECG's obligations hereunder constitute "Other Services" under Section 201(f) of the IPC.

1. ECG will act as agent for the Participant to negotiate with renewable energy generators or brokers of RECs and is authorized to enter into agreements with a supplier to procure RECs on behalf of the Participant. ECG will make purchases of blocks of renewable energy from a supplier in such quantities and characteristics as to meet the projected needs of the Participants as indicated to ECG by Exhibit A.
2. Before committing to any specific purchase of RECs, ECG will provide the Participant with the specifics of the proposed purchase, including the location of the renewable energy source, the type of renewable energy, and any certification that may be included (such as Green-e certification). The Participant will have the right to participate in each block purchase of RECs. Authorization to ECG by the Participant requires the execution of Exhibit A.
3. ECG will make payment to the REC suppliers in accordance with the terms of each specific purchase of RECs. ECG will recover its cost for the RECs, including the cost of any certification, from the Participants that have authorized ECG to act on their behalf by including these costs in the ECG monthly bill to the Participant. The amount charged to each Participant will be based upon the amount executed in Exhibit A. The cost of each MWh of REC charged by ECG to the Participant will be the direct cost to ECG of each MWh from the supplier, with no additional markup by ECG.
4. ECG will provide accounting for and tracking of sales of RECs to each Participant, and will maintain all records necessary to provide full disclosure to all parties as to the costs, allocation, and certification of the RECs purchased by ECG on behalf of the Participants. The actual costs incurred by ECG for this accounting and tracking will be charged to each participating Participant under any specific wholesale purchase by ECG of RECs on the Participant's behalf, on an equal pro-rata share basis. These costs will be in addition to the charges for RECs as detailed above.
5. The cost of the time spent on this program by ECG staff will be recovered through the cost allocation described for Analytical Services in the IPC.
6. This Agreement shall continue in force and effect for the ECG fiscal years indicated in Exhibit A unless terminated by either party hereto with 30 days' advance written notice; however, the Participant will continue to be bound by the provisions of this Agreement for the duration of any purchases previously authorized under this Agreement. Upon the written request of the Participant, ECG will use commercially reasonable efforts to terminate the applicable portion of any underlying REC purchase; provided that Participant will reimburse ECG for any costs, expense or other obligation ECG incurs in effecting such termination. Under know instance will ECG have an obligation to incur any payment or

other additional obligations as part of such termination except to the extent that Participant agrees to reimburse ECG.

CITY OF CARTERSVILLE

[SEAL]
Attest:

By: _____
Its: Mayor

Its: Clerk

Exhibit A

Renewable Energy Purchase Authorization

The undersigned, as agent for the _____, hereby authorizes Electric Cities of Georgia (ECG) to purchase Renewable Energy Credits (RECs) for use in the utility's Renewable Energy Credit program, as detailed below and in accordance with the Renewable Energy Credit Procurement Agreement executed by Participant on October 14, 2005.

ECG Contract Reference:	SP-11CES
Contracting Entity (REC Supplier):	Sterling Planet
Total REC Purchase Amount:	<u>115,091</u> MWh
Total Purchase Cost:	<u>\$28,462</u> - 2016 \$ 30,828.51 - 2017, Total = \$59,290.51
Applicability Period of RECs:	As noted below
Energy Source(s):	100% Green-e Source (wind)
Certifications:	Green-e
ECG Fiscal Years:	2017 and 2018

AGREEMENT INDICATED:

Please checkmark and sign the appropriate entity:

Please select	City	Reporting Year	MWh	Rate per MWh	Costs \$
☒	Cartersville	Calendar 2016		\$0.50	
☒	Cartersville	Calendar 2017		\$0.53	

Signature and Date

Printed Name

Title



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
Electric Department - Meter Testing

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department annually has a third party contractor check the accuracy of the meters of our larger industrial and commercial customers. We test approximately 60 meters annually. Two years ago we signed a contract with M&R Services for this service. The contract will automatically renew for successive one year terms unless either party gives written notice to terminate. At the time we signed the contract M&R Services was the low bidder. The contract prices have remained the same, \$105 per meter, since signing the contract. The Electric Department recommends that council approve M&R Services continuing with our meter testing in 2017 for the total price of \$6,300.00. This is a budgeted item in the FY16-17 budget.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	E-verify & Save documents on file for review.
Associated Information:	

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

CONTRACT FOR: METERING TESTING SERVICES

DATE: 10 / 2 / 2014

This Contract shall be between the Purchaser:

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

hereinafter called the "Purchaser,"

and the Contractor:

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

hereinafter called the "Contractor"

ARTICLE 1: SCOPE OF WORK/SERVICES TO BE PROVIDED

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

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

ARTICLE 2: INFORMATION TO BE PROVIDED BY PURCHASER

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

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ARTICLE 3: ACCESS RIGHTS TO BE PROVIDED BY PURCHASER

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

ARTICLE 4: CONTRACT DURATION

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

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

ARTICLE 5: PRICING and PAYMENT

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

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

ARTICLE 6: COMPLIANCE WITH LAWS

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

IMMIGRATION REFORM COMPLIANCE REQUIREMENT: During the entire duration of this agreement, Contractor and all subcontractors must remain in compliance with Georgia Security and Immigrations Compliance Act of 2007 and Georgia Code §13-10-91 and §50-36-1.

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ARTICLE 7: CONTINGENCY

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

ARTICLE 8: BUSINESS LICENSE/OCCUPATIONAL LICENSE

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

ARTICLE 9: INSURANCE AND INDEMNIFICATION

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

A. INSURANCE

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

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

Contractor shall name Purchaser as an additional insured upon request.

B. INDEMNIFICATION

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

ARTICLE 10: RELATIONSHIP OF PARTIES

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

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

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

ARTICLE 11: LIMITATIONS OF LIABILITY

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

ARTICLE 12: REMEDIES

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

ARTICLE 13: CONFLICT OF LAWS

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

ARTICLE 14: NOTICES

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

To Purchaser:

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

To Contractor:

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

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

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ARTICLE 15: MODIFICATIONS

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

ARTICLE 16: SEVERABILITY

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

ARTICLE 17: ENTIRE AGREEMENT

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

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

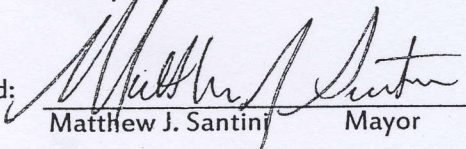
IN WITNESS WHEREOF we have executed the agreement on the date written above.

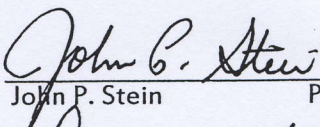
Purchaser: City of Cartersville

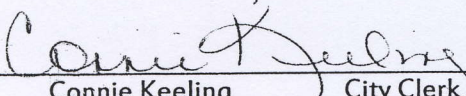
Contractor: M & R Services, Inc.

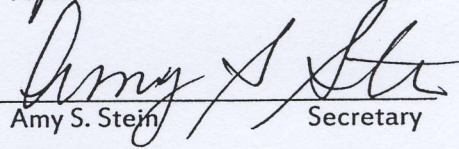
Date: 10/2/14

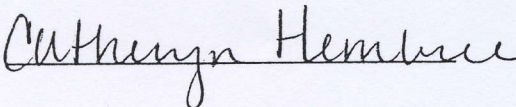
Date: 9/3/14

Approved: 
Matthew J. Santini Mayor

Approved: 
John P. Stein President

Attest: 
Connie Keeling City Clerk

Attest: 
Amy S. Stein Secretary

Witness: 

Witness:  9/3/14

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

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

Meter Testing

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

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

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

Instrument Transformer Testing

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

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

EXHIBIT A (continued)

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

Record site/test information

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

Record/verify meter information, etc.

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

Record per phase readings

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

Perform meter test

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

Record current & potential transformer data

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

Perform current & potential transformer tests

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

Perform final inspection

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

Site evaluation (documented on report printout)

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

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EXHIBIT B

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

List of Sites Tested

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

General Observations

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

Lists of Findings/Miscellaneous

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

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

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

List of Calibrations

- list of meters that were calibrated or adjusted

Sites Out of Specification

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

Sites Within Specification

- typewritten test printouts of sites that were within specification

Original Handwritten Reports

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

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

Item # 11



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
Gas Department Compact Excavator Bids

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	We requested and received eleven bids for a compact excavator. The low bid was \$65,440 from Bobcat of Atlanta. We recommend accepting the low bid and using lease pool for financing.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item to be reimbursed by GMA Leasepool.
Legal:	N/A
Associated Information:	

Memorandum

To: Gary Riggs

From: Michael Dickson

Date: February 1, 2017

Re: Compact Excavator Bids

The Gas System received eleven sealed bids for a compact excavator including three digging buckets, a hydraulic breaker, a hydraulic plate compactor, and a three year 3000 hour machine warranty. The bids were opened Monday January 30th at 12:00 pm. and Bobcat of Atlanta presented a Bobcat E50 with lowest bid of \$65,440. This is a budgeted purchase and is under the allotted amount. The machine meets all specification requirements and I recommend purchasing this machine.

Please see the attached bid tabulation and bid summary sheet.

Compact Excavator Bid Summary

The Gas system received eleven sealed bids for a compact excavator that were opened on Monday, January 30, 2017. Two of the dealers submitted multiple bids. Of the eleven bids, seven met the specification requirements. A bid tabulation is attached of the acceptable bids. Below is a list of Bids that were not acceptable with a brief explanation.

Mason Tractor Company

Kubota KX 40 \$65,670

Does not meet the minimum digging depth, minimum horsepower, or minimum operating weight requirements.

Vermeer Southeast

Yanmar VIO 45 \$67,928.00

Does not meet the minimum horse power, minimum digging reach, minimum operating weight, or minimum bucket and arm digging force.

Yancy Brothers

Caterpillar 305E2 \$75,996.00

Does not meet the minimum horsepower.

Action Rent All

Wacker Neuson EZ 53 \$81,743.49

Does not offer a 3 –way angled blade.



P.O. Box 1390 • 4 Cook Street • Cartersville, Georgia 30120
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

TABULATION OF BIDS

[illegible]



TABULATION OF BIDS

Item # 1	
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TABULATION OF BIDS

Bid 7

				Flint Equipment Co. John Deere 60G					
				BASE BID: \$92,338.69		BASE BID:		BASE BID:	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	Compact excavator including attachments.	1		\$92,338.69	\$92,338.69				
BID PROPOSAL				Total:	\$92,338.69	Total:	\$0.00	Total:	\$0.00



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
N. Erwin Street Water Main – Phase III Construction

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	The N. Erwin Street Water Main – Phase III project will complete a replacement program of some of the oldest water pipe in our system. The project will replace the final leg of the Erwin Street water main from Aubrey Street to Porter Street (2,250 feet). This final segment will replace a mix of 8-inch and smaller unlined cast iron pipe (90 years old) with a new 12-inch main. An additional benefit to the project will be greater feed volume to the Cassville Road area. Currently, the Cassville Road 12-inch main is fed by a 10-inch main which does not allow it to reach its full capacity. Completion of this project will provide a continuous 12-inch feed from the 36-inch main on Old Mill Road to Cassville Road. This should also enhance feed volume to the 10-inch connection on Goodyear Avenue which supplies virtually all of Cassville Road north of the railroad underpass at ATCO. A total of seven bids were received for the project and publicly opened on January 19, 2017 at 1:30 pm in the Council Chambers. Bids were as follows: · Georgia Development Partners \$395,364.80 · C.H. Kirkpatrick Construction \$453,633.78 · Unity Construction Company \$523,752.51 · Wade Coots Company \$526,515.00 · Site Engineering Inc. \$558,810.00 · KM Davis Contracting \$578,610.00 · Corley Contractors Inc \$605,118.26 After evaluation of all bids and detailed analysis of the low bid, the design engineering firm Sweitzer Engineering recommends award to Georgia Development Partners in the amount of \$395,364.80.

	agree with their recommendation and recommend your approval. This is a budgeted project and will be paid from operating revenue through account 505.3320.54.1511 – N. Erwin St Water Main.
City Manager's Remarks:	Your approval of the low bid on this project to Georgia Development Partners is recommended.
Financial/Budget Certification:	This is a budgeted project and will be paid from operating revenue through account 505.3320.54.1511 N. Erwin St Water Main.
Legal:	
Associated Information:	



CERTIFIED BID TABULATION
Bid Opening Date: January 19, 2017

CITY OF CARTERSVILLE, GA
WATER SYSTEM IMPROVEMENTS -
NORTH ERWIN STREET 12-IN. WATER MAIN EXTENSION
PROJECT NO. 338-105

	NORTH ERWIN STREET 12-IN. WATER MAIN EXTENSION			GEORGIA DEVELOPMENT PARTNERS 300 Galleria Parkway, SE Suite 310 Atlanta, GA 30339	C.H. Kirkpatrick Construction Company P.O. Box 790 White, GA 30184	Unity Construction Co. Inc. 3941 Flint Hill Road Powder Springs, GA 30127	Wade Coots Company, Inc. 174 Duncan Circle Hiram, GA 30141	Site Engineering, Inc. 7025 Best Friend Road Atlanta, GA 30340	KM Davis Contracting Company, Inc. 3259 Austell Road Marietta, GA 30008	Colrley Contractors, Inc. 228 Braswell Path Dallas, GA 30132							
Item No.	Description	Approx. Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization & Insurance. (Not to exceed 2% of the TOTAL BASE BID.)	1	Lump Sum	\$7,900.00	\$7,900.00	\$8,941.00	\$8,941.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$10,000.00	\$10,000.00	\$6,220.00	\$6,220.00	\$12,102.36	\$12,102.36
2	Clearing for pipe laying, bore pits, and silt fencing. (Clearing width per Specification Section 02231.)	1	Lump Sum	\$1,725.00	\$1,725.00	\$1,500.00	\$1,500.00	\$0.01	\$0.01	\$17,000.00	\$17,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$7,675.00	\$7,675.00
3	Erosion Control. (See Specification Section 01271.)	1	Lump Sum	\$1,725.00	\$1,725.00	\$13,234.00	\$13,234.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$23,025.00	\$23,025.00
4	Temporary Silt Fence, Type A, Single Row.	1,600	L.	\$1.73	\$2,768.00	\$1.50	\$2,400.00	\$2.00	\$3,200.00	\$2.00	\$3,200.00	\$2.00	\$3,200.00	\$1.55	\$2,480.00	\$3.14	\$5,024.00
5	Temporary Silt Fence, Type C, Single Row, <u>if required</u> .	100	L.	\$3.45	\$345.00	\$3.00	\$300.00	\$3.00	\$300.00	\$3.50	\$350.00	\$3.00	\$300.00	\$3.65	\$365.00	\$4.75	\$475.00
6	Temporary Silt Fence, Type C, Double Row.	50	L.	\$6.90	\$345.00	\$6.00	\$300.00	\$6.00	\$300.00	\$8.00	\$400.00	\$6.00	\$300.00	\$7.30	\$365.00	\$8.49	\$424.50
7	Temporary Matting, <u>if required</u> .	50	S.Y.	\$5.75	\$287.50	\$2.71	\$135.50	\$2.75	\$137.50	\$9.00	\$450.00	\$4.00	\$200.00	\$0.30	\$15.00	\$4.14	\$207.00
8	Stone Rip Rap, DOT Type 3, for Channel Stabilization, <u>if required</u> .	50	S.Y.	\$51.75	\$2,587.50	\$64.48	\$3,224.00	\$42.00	\$2,100.00	\$95.00	\$4,750.00	\$60.00	\$3,000.00	\$30.00	\$1,500.00	\$92.10	\$4,605.00
9	Temporary Construction Exit.	3	Ea.	\$1,437.50	\$4,312.50	\$100.00	\$300.00	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$550.00	\$1,650.00	\$2,070.00	\$6,210.00
10	Final Restoration and Permanent Grassing. (Not less than \$1.50/L.F.)	2,100	L.F.	\$1.73	\$3,633.00	\$1.50	\$3,150.00	\$1.50	\$3,150.00	\$6.00	\$12,600.00	\$2.00	\$4,200.00	\$1.50	\$3,150.00	\$2.07	\$4,347.00
11	Install Owner-Furnished Griffin Pipe 12-inch D.I. Pipe, Push-On Joints, Thickness Class 50, including new Contractor-Furnished Joint Gaskets.	1,780	L.F.	\$41.50	\$73,870.00	\$73.10	\$130,118.00	\$61.10	\$108,758.00	\$72.00	\$128,160.00	\$54.00	\$96,120.00	\$55.00	\$97,900.00	\$44.82	\$79,779.60
12	Furnish and Install 8-inch D.I. Pipe.	195	L.F.	\$57.01	\$11,116.95	\$67.35	\$13,133.25	\$61.00	\$11,895.00	\$72.00	\$14,040.00	\$74.00	\$14,430.00	\$80.00	\$15,600.00	\$58.73	\$11,452.35
13	Furnish and Install 6-inch D.I. Pipe.	30	L.F.	\$53.49	\$1,604.70	\$62.11	\$1,863.30	\$60.75	\$1,822.50	\$65.00	\$1,950.00	\$74.00	\$2,220.00	\$75.00	\$2,250.00	\$55.52	\$1,665.60
	Ductile Iron Pipe Manufacturer (For Contractor-Furnished Pipe):			U.S. Pipe		(Left Blank)		American Cast Iron Pipe		(Left Blank)		ACIPCO		US Pipe		McWane	
14	Furnish and Install 2-inch PVC Pipe, Class 200, <u>if required</u> .	100	L.F.	\$17.25	\$1,725.00	\$21.00	\$2,100.00	\$56.50	\$5,650.00	\$30.00	\$3,000.00	\$50.00	\$5,000.00	\$15.00	\$1,500.00	\$31.07	\$3,107.00
15	12-inch Restrained Joint (RJ) Locking Gaskets, <u>if required</u> . (Locking Gaskets for 12-inch Carrier Pipe in Casings are paid separately Casing bid items.)	10	Ea.	\$230.00	\$2,300.00	\$159.94	\$1,599.40	\$135.00	\$1,350.00	\$220.00	\$2,200.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$239.10	\$2,391.00
16	8-inch Restrained Joint (RJ) Locking Gaskets, <u>if required</u> .	4	Ea.	\$230.00	\$920.00	\$107.07	\$428.28	\$100.00	\$400.00	\$150.00	\$600.00	\$150.00	\$600.00	\$150.00	\$600.00	\$196.30	\$785.20
17	6-inch Restrained Joint (RJ) Locking Gaskets, <u>if required</u> .	2	Ea.	\$172.50	\$345.00	\$86.23	\$172.46	\$75.00	\$150.00	\$115.00	\$230.00	\$125.00	\$250.00	\$120.00	\$240.00	\$174.90	\$349.80
18	12-inch Nitrile Gaskets for 12-inch Push-On Pipe Joints in petroleum-contaminated soil, <u>if required</u> and directed by the Engineer.	10	Ea.	\$115.00	\$1,150.00	\$47.17	\$471.70	\$70.00	\$700.00	\$60.00	\$600.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$121.40	\$1,214.00
19	12-inch MegaLug Gland.	50	Ea.	\$230.00	\$11,500.00	\$121.77	\$6,088.50	\$175.00	\$8,750.00	\$130.00	\$6,500.00	\$125.00	\$6,250.00	\$165.00	\$8,250.00	\$185.60	\$9,280.00
20	8-inch MegaLug Gland.	10	Ea.	\$172.50	\$1,725.00	\$68.36	\$683.60	\$145.00	\$1,450.00	\$60.00	\$600.00	\$75.00	\$750.00	\$105.00	\$1,050.00	\$142.80	\$1,428.00
21	6-inch MegaLug Gland.	5	Ea.	\$115.00	\$575.00	\$53.00	\$265.00	\$135.00	\$675.00	\$40.00	\$200.00	\$60.00	\$300.00	\$90.00	\$450.00	\$137.45	\$687.25
22	D.I. Fittings, including thrust blocking and additional anchoring if required. (Paid at AWWA C110 body weights only.)	6,000	Lbs.	\$4.60	\$27,600.00	\$2.73	\$16,380.00	\$7.20	\$43,200.00	\$4.00	\$24,000.00	\$3.00	\$18,000.00	\$2.50	\$15,000.00	\$6.14	\$36,840.00
23	Fire Hydrant Assembly, <u>including</u> 6-inch Valve. (Tee is paid separately under D.I. Fittings bid item.)	4	Ea.	\$3,220.00	\$12,880.00	\$3,307.51	\$13,230.04	\$4,000.00	\$16,000.00	\$4,400.00	\$17,600.00	\$3,500.00	\$14,000.00	\$3,250.00	\$13,000.00	\$2,647.00	\$10,588.00
24	F. H. Vertical Extension, <u>only if required</u> and directed by the Engineer.	5	L.F.	\$322.00	\$1,610.00	\$523.64	\$2,618.20	\$100.00	\$500.00	\$700.00	\$3,500.00	\$400.00	\$2,000.00	\$500.00	\$2,500.00	\$574.50	\$2,872.50



CERTIFIED BID TABULATION

Bid Opening Date: January 19, 2017

CITY OF CARTERSVILLE, GA
WATER SYSTEM IMPROVEMENTS -
NORTH ERWIN STREET 12-IN. WATER MAIN EXTENSION
PROJECT NO. 338-105

	NORTH ERWIN STREET 12-IN. WATER MAIN EXTENSION			GEORGIA DEVELOPMENT PARTNERS 300 Galleria Parkway, SE Suite 310 Atlanta, GA 30339	C.H. Kirkpatrick Construction Company P.O. Box 790 White, GA 30184	Unity Construction Co. Inc. 3941 Flint Hill Road Powder Springs, GA 30127	Wade Coots Company, Inc. 174 Duncan Circle Hiram, GA 30141	Site Engineering, Inc. 7025 Best Friend Road Atlanta, GA 30340	KM Davis Contracting Company, Inc. 3259 Austell Road Marietta, GA 30008	Colrley Contractors, Inc. 228 Braswell Path Dallas, GA 30132							
Item No.	Description	Approx. Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
25	Remove, Salvage, and Deliver Existing Fire Hydrant to Owner.	2	Ea.	\$1,831.95	\$3,663.90	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$300.00	\$600.00	\$500.00	\$1,000.00	\$225.00	\$450.00	\$407.00	\$814.00
26	12-inch Resilient Seat Gate Valve, including Box & Concrete Collar.	5	Ea.	\$2,415.00	\$12,075.00	\$2,166.95	\$10,834.75	\$2,730.00	\$13,650.00	\$2,700.00	\$13,500.00	\$2,500.00	\$12,500.00	\$2,115.00	\$10,575.00	\$2,319.00	\$11,595.00
27	8-inch Resilient Seat Gate Valve, including Box & Concrete Collar.	1	Ea.	\$1,725.00	\$1,725.00	\$1,157.36	\$1,157.36	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,123.90	\$1,123.90
28	6-inch Resilient Seat Gate Valve, including Box & Concrete Collar.	1	Ea.	\$1,380.00	\$1,380.00	\$848.29	\$848.29	\$1,500.00	\$1,500.00	\$950.00	\$950.00	\$1,200.00	\$1,200.00	\$750.00	\$750.00	\$838.50	\$838.50
29	2-inch Brass Ball Valve, including Brass Nipples, Transition Sleeve, Box & Concrete Collar.	4	Ea.	\$862.50	\$3,450.00	\$352.13	\$1,408.52	\$775.00	\$3,100.00	\$650.00	\$2,600.00	\$1,000.00	\$4,000.00	\$250.00	\$1,000.00	\$471.00	\$1,884.00
30	Valve Marker. (Only at locations directed by Owner’s Representative.)	8	Ea.	\$172.50	\$1,380.00	\$32.77	\$262.16	\$50.00	\$400.00	\$25.00	\$200.00	\$75.00	\$600.00	\$50.00	\$400.00	\$41.40	\$331.20
31	12-inch x 12-inch Connection to Existing 12-inch Water Main, including removal of the Existing 12-inch MJ Plug.	2	Ea.	\$2,875.00	\$5,750.00	\$3,100.00	\$6,200.00	\$3,000.00	\$6,000.00	\$2,800.00	\$5,600.00	\$5,000.00	\$10,000.00	\$2,000.00	\$4,000.00	\$4,605.00	\$9,210.00
32	8-inch x 8-inch Cut-in Connection to Existing 8-inch Main to City Cemetery, including DI sleeve. (Valve paid separately)	1	Ea.	\$2,300.00	\$2,300.00	\$3,100.00	\$3,100.00	\$4,000.00	\$4,000.00	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$4,070.00	\$4,070.00
33	6-inch x 6-inch Cut-in Connection to Existing Fire Line at Knight Forrest Products, including sleeve. (Valve paid separately)	1	Ea.	\$2,012.50	\$2,012.50	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00	\$1,400.00	\$1,400.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$3,837.50	\$3,837.50
34	Cut and Plug Existing 3/4-Inch Water Service Line to be abandoned.	3	Ea.	\$287.50	\$862.50	\$650.00	\$1,950.00	\$850.00	\$2,550.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$650.00	\$1,950.00	\$1,035.00	\$3,105.00
35	1-inch Fill Valve Assembly per the Detail, including taps, tapping saddles, valves, and removal/salvage.	1	Ea.	\$1,380.00	\$1,380.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$1,150.00	\$1,150.00	\$1,302.50	\$1,302.50
36	Polyethylene Encasement of all Ductile Iron Pipe, Valves, and Fittings, as shown on the Detail.	2,000	L.F.	\$3.45	\$6,900.00	\$3.39	\$6,780.00	\$2.00	\$4,000.00	\$3.00	\$6,000.00	\$3.00	\$6,000.00	\$3.50	\$7,000.00	\$3.07	\$6,140.00
37	Road Crossing: 20-inch Steel Casing for Highway Crossing, Bored in Place, <u>Unclassified Excavation</u> , including Owner-Furnished Griffin 12-inch DI Carrier Pipe and Contractor-Furnished Restrained Joint Locking Gaskets, Casing Spacers, End Seals, and Casing-to-Fitting Restraints.	45	L.F.	\$247.25	\$11,126.25	\$316.81	\$14,256.45	\$375.00	\$16,875.00	\$400.00	\$18,000.00	\$450.00	\$20,250.00	\$1,040.00	\$46,800.00	\$629.56	\$28,330.20
38	Creek Crossing: 20-inch Steel Casing for Creek Crossing, Bored in Place, <u>Unclassified Excavation</u> , including Owner-Furnished Griffin 12-inch DI Carrier Pipe and Contractor-Furnished Restrained Joint Locking Gaskets, Casing Spacers, End Seals, and Casing-to-Fitting Restraints.	90	L.F.	\$362.25	\$32,602.50	\$457.96	\$41,216.40	\$950.00	\$85,500.00	\$470.00	\$42,300.00	\$600.00	\$54,000.00	\$1,040.00	\$93,600.00	\$629.56	\$56,660.40
39	Railroad Crossing: 20-inch Steel Casing for Railroad Crossing, Bored in Place, <u>Unclassified Excavation</u> , including Owner-Furnished Griffin 12-inch DI Carrier Pipe and Contractor-Furnished Restrained Joint Locking Gaskets, Casing Spacers, and End Seals. (Casing-Fitting Restraints are not required.)	180	L.F.	\$289.23	\$52,061.40	\$322.80	\$58,104.00	\$367.45	\$66,141.00	\$400.00	\$72,000.00	\$650.00	\$117,000.00	\$455.00	\$81,900.00	\$629.56	\$113,320.80
40	Cut-In Connection of 2-inch Poly to Existing 2-inch or smaller Service Line.	4	Ea.	\$575.00	\$2,300.00	\$1,694.82	\$6,779.28	\$800.00	\$3,200.00	\$750.00	\$3,000.00	\$1,000.00	\$4,000.00	\$725.00	\$2,900.00	\$1,874.50	\$7,498.00
41	12-inch x 3/4-inch Double Strap Saddle and 3/4-inch Corp Stop.	2	Ea.	\$287.50	\$575.00	\$459.96	\$919.92	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$350.00	\$700.00	\$1,660.50	\$3,321.00
42	3/4-inch Copper Service Tubing.	50	L.F.	\$11.50	\$575.00	\$22.58	\$1,129.00	\$22.10	\$1,105.00	\$25.00	\$1,250.00	\$50.00	\$2,500.00	\$20.00	\$1,000.00	\$33.21	\$1,660.50
43	3/4-inch or 1-inch SDR9 Poly Service Tubing, if required.	100	L.F.	\$9.20	\$920.00	\$20.60	\$2,060.00	\$17.30	\$1,730.00	\$18.00	\$1,800.00	\$50.00	\$5,000.00	\$15.00	\$1,500.00	\$20.43	\$2,043.00
44	2-inch Poly DR9 Service Tubing.	60	L.F.	\$11.50	\$690.00	\$21.89	\$1,313.40	\$40.15	\$2,409.00	\$22.00	\$1,320.00	\$60.00	\$3,600.00	\$20.00	\$1,200.00	\$26.68	\$1,600.80
45	3/4-inch Commercial Water Service Assembly Replacement, per the Detail, standard boxes.	1	Ea.	\$1,380.00	\$1,380.00	\$1,150.00	\$1,150.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,267.50	\$1,267.50
46	3/4-inch Commercial Water Service Assembly Replacement, per the Detail <u>except with H-20 Traffic-Rated Boxes.</u>	3	Ea.	\$1,725.00	\$5,175.00	\$1,639.61	\$4,918.83	\$1,800.00	\$5,400.00	\$1,600.00	\$4,800.00	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00	\$1,428.00	\$4,284.00

Item # 13



CERTIFIED BID TABULATION
Bid Opening Date: January 19, 2017

CITY OF CARTERSVILLE, GA
WATER SYSTEM IMPROVEMENTS -
NORTH ERWIN STREET 12-IN. WATER MAIN EXTENSION
PROJECT NO. 338-105

	<u>NORTH ERWIN STREET 12-IN. WATER MAIN EXTENSION</u>			GEORGIA DEVELOPMENT PARTNERS 300 Galleria Parkway, SE Suite 310 Atlanta, GA 30339		C.H. Kirkpatrick Construction Company P.O. Box 790 White, GA 30184		Unity Construction Co. Inc. 3941 Flint Hill Road Powder Springs, GA 30127		Wade Coots Company, Inc. 174 Duncan Circle Hiram, GA 30141		Site Engineering, Inc. 7025 Best Friend Road Atlanta, GA 30340		KM Davis Contracting Company, Inc. 3259 Austell Road Marietta, GA 30008		Colrley Contractors, Inc. 228 Braswell Path Dallas, GA 30132		
<i>Item No.</i>	<i>Description</i>	<i>Approx. Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Unit Price</i>	<i>Extension</i>	
47	Reconnect New 3/4-Inch Commercial Water Service Assembly to Customer's Existing Service Line.	3	Foot	\$345.00	\$1,035.00	\$609.96	\$1,829.88	\$250.00	\$750.00	\$300.00	\$900.00	\$500.00	\$1,500.00	\$750.00	\$2,250.00	\$1,160.50	\$3,481.50	
48	1-inch Testing Tap, as shown on the Detail, <u>if required.</u>	2	Foot	\$977.50	\$1,955.00	\$100.00	\$200.00	\$1,850.00	\$3,700.00	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,160.50	\$2,321.00	
49	1-inch Combination Air/Vacuum Valve and H-20 Traffic-Rated Manhole, as shown on the Detail.	1	Foot	\$2,300.00	\$2,300.00	\$3,175.65	\$3,175.65	\$4,250.00	\$4,250.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$1,875.00	\$1,875.00	\$3,105.00	\$3,105.00	
50	Concrete Anchor for 12-inch or smaller pipe, as shown on the Detail, <u>if required.</u>	1	Foot	\$345.00	\$345.00	\$1,308.86	\$1,308.86	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$735.00	\$735.00	\$2,070.00	\$2,070.00	
51	Concrete Encasement of Pipe, <u>if required.</u>	20	Cubic Yard	\$230.00	\$4,600.00	\$100.00	\$2,000.00	\$200.00	\$4,000.00	\$500.00	\$10,000.00	\$50.00	\$1,000.00	\$185.00	\$3,700.00	\$414.00	\$8,280.00	
52	Remove and Dispose of existing 8-inch CIP Pipe after abandonment. (Only if directed by Owner.)	500	Linear Foot	\$17.25	\$8,625.00	\$20.00	\$10,000.00	\$5.00	\$2,500.00	\$25.00	\$12,500.00	\$40.00	\$20,000.00	\$15.00	\$7,500.00	\$36.05	\$18,025.00	
53	Special Bedding or Special Backfill, <u>if required.</u> (Paid ONLY where shown on Plans or if directed by Engineer.)	50	TON	\$37.38	\$1,869.00	\$30.63	\$1,531.50	\$30.00	\$1,500.00	\$40.00	\$2,000.00	\$40.00	\$2,000.00	\$25.00	\$1,250.00	\$54.75	\$2,737.50	
54	Concrete Sidewalk Restoration.	3	S.Y.	\$172.50	\$517.50	\$150.00	\$450.00	\$145.00	\$435.00	\$55.00	\$165.00	\$80.00	\$240.00	\$80.00	\$240.00	\$92.10	\$276.30	
55	Concrete Curb & Gutter Restoration	20	L.F.	\$43.13	\$862.60	\$36.00	\$720.00	\$62.00	\$1,240.00	\$45.00	\$900.00	\$60.00	\$1,200.00	\$50.00	\$1,000.00	\$66.75	\$1,335.00	
56	Public Street Trench Pavement Replacement, as shown on the Detail, if required.	70	L.F.	\$48.30	\$3,381.00	\$171.89	\$12,032.30	\$97.85	\$6,849.50	\$150.00	\$10,500.00	\$150.00	\$10,500.00	\$50.00	\$3,500.00	\$135.60	\$9,492.00	
57	Parking Lot and Driveway Pavement Replacement, as shown on the Private Pavement Replacement Detail. Asphaltic Base instead of 8-inch Conc.	150	L.F.	\$44.39	\$6,658.50	\$123.74	\$18,561.00	\$93.20	\$13,980.00	\$125.00	\$18,750.00	\$100.00	\$15,000.00	\$50.00	\$7,500.00	\$96.88	\$14,532.00	
58	Removal and Disposal of petroleum-contaminated soil and replacement with crushed stone backfill, <u>if required.</u>	300	TON	\$99.19	\$29,757.00	\$10.00	\$3,000.00	\$65.00	\$19,500.00	\$20.00	\$6,000.00	\$100.00	\$30,000.00	\$300.00	\$90,000.00	\$137.30	\$41,190.00	
59	Rock Excavation and Disposal. Not to Exceed \$75.00 per C.Y. (Paid ONLY if measured by Engineer.)	100	C.Y.	\$86.25	\$8,625.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	
	<u>BID TOTAL</u>				\$395,364.80	*	\$453,633.78		\$523,752.51		\$526,515.00		\$558,810.00		\$578,610.00		\$605,118.26	
Time to Substantial Completion (days)				135		180		180		180		180		180		180		
Final completion after date of Substantial Completion (days)				60		60		60		60		60		60		60		

* Bold italics indicate corrected amount

This is to certify that this tabulation is a true and correct abstract of the bids received.

By:

Dated:

John H. Sweitzer
1/24/17





City of Cartersville

City Council Meeting

2/16/2017 7:00:00 PM

Community Development Block Grant Application Resolution

SubCategory:	Grant Application/Acceptance
Department Name:	Water
Department Summary Recommendation:	Please find the attached resolution authorizing the Mayor to apply for a Community Development Block Grant. The funds, if approved, will be used to partially fund the first of a multiphase plan for replacing water mains in the ATCO Village area. Many of these water lines are original to the village and date back to 1910. A copy of the proposed water main layout is attached which shows the streets in the target area for Phase I. The total cost for this phase is estimated to be \$1,200,000 depending on the final route and design. I recommend approval of the resolution for the purpose of funding this project
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	No budget impact.
Legal:	
Associated Information:	

CITY OF CARTERSVILLE

FY2017 CDBG APPLICATION

RESOLUTION

WHEREAS, the Georgia Department of Community Affairs has established the Community Development Block Grant program to assist cities and counties with improvements to public facilities, economic development, and housing in Georgia, and

WHEREAS, there exists in the City of Cartersville a need to provide water improvements in the City's FY2017 CDBG Target Area,

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council that the City supports the application for FY2017 CDBG funds and that the City will apply for these funds for water improvements in the City's FY2017 CDBG Target Area. The City commits to the required cash match for the project, \$1,000 cash for the required audits and all additional cash and/or in-kind services needed to complete the project over the grant amount.

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to act as the official representative of the City, to act in connection with the application, to be responsible for compliance with the applicable state and federal requirements of the program, and to provide such additional information as may be required;

BE IT FURTHER RESOLVED that the Mayor is authorized to enter into agreements for engineering and grant administration services relating to the application and subsequent grant (if funded) and to execute the application and other required documents on behalf of the City including the grant award package (if funded);

BE IT FURTHER RESOLVED that the City commits to own, operate, and maintain all proposed improvements;

BE IT FURTHER RESOLVED that the City hereby adopts the Citizen Participation Plan of the Georgia Department of Community Affairs to ensure public involvement in the CDBG process;

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and in accordance with DCA's Section 3 Policy for Covered HUD Funded Activities, dated November 1, 2013, will to the greatest extent feasible, comply with all Section 3 requirements;

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, and Section 105(b)(3) of the National Affordable Housing Act of 1990 (NAHA). The City hereby commits to Affirmatively Furthering Fair Housing to the greatest extent feasible.

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, Title II of the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (LAP), and the Architectural Barriers Act of 1968. The City hereby commits to comply with all Section 504 requirements to the greatest extent feasible.

BE IT FURTHER RESOLVED that the proposed water improvements are in conformance with the City's Comprehensive Plan and are not inconsistent with the City's Service Delivery Strategy;

BE IT FURTHER RESOLVED that a true and dedicated commitment has been made to the project for the successful completion of the above improvements for the citizens, especially the City's low-to-moderate income citizens;

BE IT RESOLVED this ____ day of _____, 2017.

MAYOR

CERTIFICATION

I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the City of Cartersville the date so stated in said Resolution. I further certify that I am the City Clerk and that said Resolution has full force and effect the ____ day of _____, 2017.

ATTEST:

(SEAL)

CITY CLERK

Item # 14

SCALE: 1"=200'





City of Cartersville

City Council Meeting

2/16/2017 7:00:00 PM

Architectural & Engineering Services for Gas Dept. & Other City Facilities

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The city issued a Request for Proposal (RFP) for Architectural and Engineering Services for the Gas Department and Other City Facilities that are to be constructed on Old Mill Road. Four architectural/engineering firms submitted proposals for this work. A seven-member Review Committee (Gary R., Michael H., Brian F., Tamara B., Bill T., Wade W., Dan P.) reviewed the four proposals and preliminary scored the firms and had interviews with two firms to gather additional information about the companies. After getting the additional information the Review Committee discussed our findings and scored each firm and concluded the following ranking of each firm: 1. Pond & Company 2. Croft & Associates 3. Sutton Architectural Services 4. Stanley Consultants The Review Committee felt that the proposal from Pond & Company was in the best interest of the city as they have all of the key personnel (architects, structural engineering, electrical engineering (including fueling), mechanical engineering (including fueling)) all under one company which should make a seamless process on getting the plans completed that will tie in the buildings, gas storage area, fueling operation and recreation pond that will serve our staff and look nice for Old Mill Road residents. Therefore, the Review Committee recommends Pond & Company as the architectural/engineering firm for the city's facilities on Old Mill Road.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

Item # 15

**CITY OF CARTERSVILLE
AGREEMENT FOR PROFESSIONAL SERVICES: LUMP SUM**

Gas Department & Other City Facilities

WHEREAS, the City of Cartersville, Georgia, a municipal corporation organized and existing pursuant to the laws of the State of Georgia hereinafter referred to as the "City", is desirous of obtaining professional services in connection with the above referenced projects; and WHEREAS, Pond & Company, 3500 Parkway Lane, Suite 500, Peachtree Corners, Georgia, hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Georgia and being duly authorized to do business in the State of Georgia; and

WHEREAS, the Consultant is desirous of performing the professional services for the City in connection with Gas Department & Other City Facilities project.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1 - GENERAL

A. PERFORMANCE: The performance of the Consultant shall be limited to the scope of services outlined as hereinafter set forth.

B. CITY'S AUTHORIZED REPRESENTATIVE: The City of Cartersville City Manager is the liaison officer between the City Council and the Consultant. The City Manager has designated the administration, general supervision, and approval authority under this agreement to the Assistant City Manager, who shall be the City's representative for administration of the services to be performed under this Agreement, and shall receive all communications and information, arrange such conferences as deemed necessary, secure and obtain all comments, approvals, and/or notices to proceed from the City, and transmit such comments, approvals, and/or notices to proceed to the Consultant. The services to be performed by the Consultant under this Agreement shall at all times be subject to the general oversight and administrative approval of the Assistant City Manager.

C. CONFERENCES: As the performance of this Agreement progresses, conferences shall be held from time to time at a mutually convenient location at the request of the Assistant City Manager. The Consultant shall prepare and present such information as may be pertinent or necessary to enable the Assistant City Manager to pass critical judgment on the features and progress of services under this Agreement. The Consultant shall make such changes, amendments, or revisions in the detail of any phase of services under this Agreement as may be required by the Assistant City Manager. If alternates or alternatives are to be considered, the Assistant City Manager shall have the right of selection. The Consultant shall, at the request of the Assistant City Manager, appear personally, prepare and present such documents and/or explanations to the City Council as may be requested.

D. INSURANCE AND INDEMNIFICATION: The Consultant shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 1 to protect the Consultant and City throughout the duration of this Agreement. The Consultant shall not commit any act which shall invalidate any policy of insurance. The Consultant shall defend, indemnify and hold harmless the City in accordance with the indemnification requirements set forth in Attachment 1. The Consultant shall be subject to all terms and provisions set forth in Attachment 1 and the exhibits thereto.

E. PROGRESS REPORTS: The Consultant shall furnish the City with monthly progress reports which shall indicate the percentage of work completed, together with a description of the work in progress under this Agreement. The Consultant shall also, upon request of the Assistant City Manager, furnish the necessary documentation to verify the reported progress.

F. ACCESS TO CONSULTANT'S RECORDS: The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred in performing work covered by this contract. The Assistant City Manager shall have access to said documents and evidence for the purpose of inspection, audit and copying during normal business hours. All said documents shall be retained for three years from the date of final payment under the contract.

G. OWNERSHIP OF DOCUMENTS: Consultant agrees that the City shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Agreement ("the Design Documents"). Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests. Consultant warrants to the City that the Design Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant. Upon completion or termination of this Agreement, Consultant will immediately turn over to City all Design Documents not previously delivered to City. To the extent any of Consultant's rights in the Design Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City's right in and to the Design Documents. The City agrees not to re-use the design specifications developed and provided by the Consultant for this project in the construction of another project without the prior approval of the Consultant, except that the City may re-use such design specifications without the prior approval of the Consultant, as long as the City shall indemnify the Consultant against any claim for negligent design relating to its re-use of said design specifications.

H. FEDERAL OR OTHER REQUIREMENTS: There are no additional requirements that apply, other than the requirements of Section 1, Paragraph O.

I. TERMINATION: If the City should desire to suspend or terminate the services of the Consultant under this Agreement, such suspension or termination may be effected by the City giving the Consultant 30 days written notice. Payment shall be made by the City for services rendered by the Consultant to date of termination.

J. CHANGES IN SCOPE OF SERVICES:

1. Extra Work: Authorization for extra work shall be evidenced by the City in writing, in the form of a Supplemental Agreement. At the discretion of the City, work not called out in the Agreement or which is considered to be beyond the extent of a reasonable exploration of alternates and/or "trial and error" solutions in design procedure may be classed as extra work. Extra work will usually be of limited extent and may consist of, but is not necessarily limited to:

a. The introduction of new items of work beyond the stated or implied scope of the Agreement.

b. Redesign and/or detailing based on change of concept after prior approval and authorization to proceed and causing appreciable loss of work accomplished. This item consists of work required to revise plans and/or documents to the state of completion obtained prior to the order for change. At the option of the City, payment for extra work may be made on a fixed price; a cost plus a fixed fee; time and materials; or other mutually-agreed basis. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the City in writing of that fact. In the event the City determines that such work does constitute extra work, the City shall provide extra compensation to the Consultant as provided for above. No extra work shall be performed by the Consultant without receiving a written agreement from the City in advance.

2. Deletion of Work: Authorization for deletion of work shall be evidenced by the City in writing. At the discretion of the City, work items listed in Section 2 - Scope of Services, or parts thereof,

may be deleted from the project. Reduction to the Consultant's compensation as a result of deletion of work shall be based on the cost estimate of the work deleted. In the event that the Consultant had performed authorized work on the items deleted prior to deletion, the cost of such work shall be retained in the Consultant's compensation.

K. NONDISCRIMINATION: The Consultant hereby acknowledges and agrees not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry or disability.

L. DISADVANTAGED BUSINESS ENTERPRISE/TARGETED SMALL BUSINESS (DBE/TSB) PROGRAM: This Professional Services Agreement does not include any DBE or TSB goal; however, the Consultant is encouraged to solicit DBE or TSB participation, and whenever possible, include DBE or TSB Sub-consultants for a portion of the work.

M. SUBLETTING OR ASSIGNMENT: The Consultant shall not sublet, assign, or otherwise dispose of any portion of the services to be provided by this Agreement without a written permission to sublet signed by the Assistant City Manager. Requests for permission to sublet shall be in writing, and shall name the organization which will perform the work, the work to be performed, and the dollar amount of the work to be performed. When requested by the Assistant City Manager, the Consultant shall provide a written report showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent by the City for the Consultant to sublet, assign or otherwise dispose of any portion of this Agreement, shall not relieve the Consultant of any responsibility for fulfillment of this Agreement, nor shall it in any way create a contractual relationship between the City and the Sub-consultant. The Consultant agrees to include in and make a part of all sub-agreements all portions of this Agreement which relate to the Sub-consultants' work including the Nondiscrimination portions of this Agreement. The following listed Sub-consultants shall be deemed to be approved when this Agreement is executed: (Enter Name or None).

N. CLOSE-OUT OF AGREEMENT: Upon completion or termination of Services under this Agreement, the Consultant shall provide the City the following documents:

1. Documents as stated in Section 1.G of the Agreement.
2. Statement of Final Invoice.
3. Written report showing the actual amounts paid by the Consultant for services under this Contract to DBE/TSB if a goal is established.

O. LAWS, REGULATIONS AND CODES: The Consultant hereby agrees that:

1. All work done as part of this Agreement which is subject to current Federal, State, or Local Laws, Regulations and/or Codes shall comply with such applicable Laws, Regulations and/or Codes.
2. All design and survey work under this Agreement shall be performed under the direction and control of an engineer, surveyor, or architect licensed in Georgia. Engineering, architectural, and land surveying documents, including plans, specifications, and reports, shall be sealed by an engineer, surveyor, or architect licensed in Georgia.

P. ATTORNEYS' FEES: In the event the City is required to enforce the provisions of this Agreement due to a dispute between the Consultant and the City or to collect damages for the breach of this Agreement and if the dispute results in the filing of a legal action and/or demand for arbitration, mediation, or other form of alternative dispute resolution, or if the City is required to protect or defend itself, and the City prevails in whole or in part, the City shall be entitled to reasonable attorney's fees, costs and expenses, including but not limited to out-of-pocket expenses, expert witness fees and costs, depositions, and other expenses of the proceedings, including expenses of collection of any judgments or awards rendered there under.

Q. DEFENSE COOPERATION: In the event that the City has to defend any claim or legal action relating to or resulting from goods or services pursuant to this Agreement, including but not limited to plans, specifications, or any other service provided under this Agreement, the

Consultant shall cooperate fully with the City in defending such claim or action, including but not limited to, timely response to all requests by the City.

R. CITY POLICY AND PROCEDURES: The Consultant hereby agrees to conform to City policy and procedures as they relate to this Agreement. Such policy and procedure shall include but is not limited to the following:

1. Invoice and billings for service.
2. City adopted Design Standards and specifications.
3. The Engineering Department standard format for reports, plans, and/or specifications includes:
 - a. Plan Sheets: 11"x 17" preferred and 24"x 36" maximum size in AutoCAD digital format.
 - b. Reports and/or specifications: 8.5"x11" in Microsoft Word digital format.
 - c. Other formats only upon special approval of the Assistant City Manager.
4. Plan-review process including site-plan and review by City Departments at Tuesday Construction Meeting.
5. Include City Activity ID on all documents related to this Agreement.

S. NOTICE TO PROCEED: The Consultant shall not begin work until a written notice to proceed is issued by the City of Cartersville. If Section 2 of this Agreement provides for the work to be completed in phases, a notice to proceed shall be issued for each phase.

SECTION 2 - SCOPE OF SERVICES

A. SERVICES PROVIDED BY CONSULTANT: Detailed Scope of Services shall be as stipulated in Attachment No. 2, "Scope of Services," to Agreement. (If Agreement has Phases, Provide Detailed Scope by Phase, Otherwise Leave Blank)

B. OBLIGATION OF CITY TO CONSULTANT: The City shall:

1. Provide available information, such as topography, site plans, building plans, mapping, and other information that mutually is agreed upon as pertinent to the project.
2. Designate a liaison officer from the City who will work directly with the Consultant to coordinate the collection of City-supplied data, arrange for meetings, and be responsible for the general coordination between the City and the Consultant.

SECTION 3 - COMPENSATION: The Consultant shall be compensated by the City as follows:

A. LUMP SUM: Compensation to the Consultant for all services under this Agreement shall be a Lump Sum of \$547,500, plus reimbursable costs as determined appropriate and acceptable by the Assistant City Manager. The total amount of reimbursable costs shall not exceed the amount of \$5,000.

B. TERMINATION: In the event of termination under Section I of this Agreement, compensation to the Consultant shall be as follows:

1. If this Agreement is terminated at the completion of any phase of service, compensation shall be the sum of fees for each phase completed.
2. In the event of termination during any phase of service, compensation shall be the sum of fees for each phase completed plus compensation for services rendered during that phase of work not completed. Compensation for services rendered shall include the Consultant's standard hourly rates plus compensation due sub-consultants for services rendered during that phase of work not completed plus reimbursable expenses related to that phase of service not completed.

C. DEFINITIONS: The following definitions shall be used:

1. Salary costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, designers, technicians, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

2. Reimbursable expenses mean the direct non-salary expenses incurred by the Consultant which are directly attributable and properly allocable to the project. Such costs are not included in the overhead expense pool and may include: travel and subsistence, reproductions, computer charges, materials and supplies.

SECTION 4 - COMPLETION OF WORK: The Consultant shall complete all services outlined in this Agreement on or before (Date) providing no unforeseen delays are experienced beyond the control of the Consultant.

SECTION 5 – PRIMARY CONTACTS FOR THIS AGREEMENT: The Assistant City Manager has been designated as the primary contact person for the City of Cartersville. Please address any correspondence directly to Dan Porta, City of Cartersville, P.O. Box 1390, Cartersville, GA, 30120.

The primary contact person for Pond & Company, shall be (Consultant Contact person and contact info)_____.

SECTION 6 – IMMIGRATION REFORM COMPLIANCE REQUIREMENT: During the entire duration of this Agreement, Pond & Company and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

SECTION 7 - OPEN RECORDS ACT: Pond & Company acknowledges that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia Open Records Act (O.C.G.A. §50-18-70, et. Seq.). Pond & Company shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 16th day of February, 2017.

CITY OF CARTERSVILLE

POND & COMPANY

Mayor, Matt Santini

(Consultant Contact)

Attest:

Meredith Ulmer, Deputy City Clerk

Form Approved:

Keith Lovell, Assistant City Attorney

ATTACHMENT 1 CITY STANDARD PROFESSIONAL SERVICES INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The Consultant shall purchase and maintain insurance to protect the Consultant and the City of Cartersville, Georgia (CITY) throughout the duration of this agreement. Insurance must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to the CITY.

Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to the CITY, as evidenced by return receipts of registered or certified letters.

Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

Insurance in the following amounts and types will be required for this project.

1. Worker's Compensation Insurance in accordance with the laws of the State of Georgia and in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per each accident; Five Hundred Thousand Dollars (\$500,000.00) per Disease-Policy Limit; and Five Hundred Thousand Dollars (\$500,000.00) per disease-per employee, aggregate.

2. Commercial General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and/or property damage, with a Three Million Dollar (\$3,000,000.00) aggregate.

3. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) per Claim, with a Three Million Dollar (\$3,000,000) aggregate.

4. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000.00) per occurrence.

5. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to purchase and maintain the same types of insurance as are required of the Consultant.

6. "Umbrella" or "Excess" coverage can be used to reach limits stated in (2) and/or (3).

2. INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment, the term "Consultant" means and includes the Consultant, its officers, agents, employees, subcontractors, sub-consultants and others under the control of Consultant, and the term "CITY" means and includes the City of Cartersville, Georgia, its elected and appointed officials, and its agents, employees, volunteers, and others working on its behalf.

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Consultant's work.

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the Consultant.

Consultant's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Consultant arising out of or in any way connected or associated with Consultant's work, except for and only to the extent caused by the negligence of the CITY. Consultant expressly assumes responsibility for any and all damage caused to City property arising out of or in any way connected or associated with Consultant's work.

Consultant shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel, and Consultant will observe all applicable safety rules.

3. WAIVER OF SUBROGATION

A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Consultant hereby releases the CITY, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Consultant's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Consultant to recover thereunder.



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
Old Mill Road Boundary & Topographic Surveys

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	The city received proposals from companies to have a boundary survey of the city property on Old Mill Road and a topographic survey including all city utilities. These surveys are needed as we proceed forward with working with the architectural firm and contractor. Bill Smith has provided a total cost of \$13,100 for both of these surveys and I recommend approval of this expenditure.
City Manager's Remarks:	Your approval of this survey work is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

From: William Smith [<mailto:smithnsm@bellsouth.net>]
Sent: Monday, February 13, 2017 1:38 PM
To: Brian Friery <bfriery@cityofcartersville.org>
Subject: Re: Reply (2) to "SURVEY 22 ACRES, OLD MILL ROAD"

BRIAN,

OUR PRICE FOR A BOUNDARY SURVEY ON THIS TRACT IS \$2,350.00.
A TOPOGRAPHIC SURVEY ON THIS PROPERTY LOCATING ALL
UTILITIES.

AND SHOWING 1 FOOT CONTOURS WOULD BE \$10,750. THIS PRICE
INCLUDES THE LOCATION AND ELEVATION OF "POTHOLED"
UTILITIES.

LET ME KNOW IF YOU HAVE ANY QUESTIONS.

THANKS,
BILL SMITH



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
General Release and Indemnity Agreement

SubCategory:	Other
Department Name:	Administration
Department Summary Recommendation:	Terry P. Jordan and Patricia S. Jordan have signed the General Release and Indemnity Agreement in the amount of \$3,000.00 that was prepared by the City Attorney. This item has previously been discussed with the City Council and is ready for your approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

GENERAL RELEASE AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, TERRY P. JORDAN AND PATRICIA S. JORDAN (hereinafter referred to as the "Releasor"), for and in consideration of THREE THOUSAND AND NO/100 (\$3,000.00), the receipt and sufficiency of which is hereby acknowledged, and for the heirs, representatives, successors and assigns of the undersigned, hereby release, acquit and forever discharge THE CITY OF CARTERSVILLE GEORGIA, its agents, officers, servants, representatives, heirs, successors and assigns (all of the foregoing being hereinafter referred to as "Releasees" or "Released Party"), of and from any and all claims, actions, causes of action, demands, rights, damages, expenses, costs, attorney's fees, and compensation whatsoever, and by reason of any and all known and unknown, or foreseen and unforeseen bodily and personal injuries, damage to property, and consequences thereof, resulting, and to result, from a certain incident which occurred from an allegation of storm water flowing over and through that property known as 115 Woodland Drive, Cartersville, Bartow County, Georgia, and causing alleged damage to the swimming pool liner at said property prior to the date of this release (hereinafter referred to as the "Incident").

It is the intention of this Release to compromise and settle all claims and issues and to the Incident as of the date of this Release and potential litigation between and among the undersigned and the Releasees, with respect to any and all of the aforesaid injuries and damages. It is further understood and agreed that this Release is intended to cover all actions, causes of action, claims, or demands for, upon, or by reason of any damages, loss or injury, known or unknown, which may be traced either directly or indirectly to the aforesaid Incident, as now appearing or as may appear at any time in the future, no matter how remotely they may be



related to the aforesaid Incident. The undersigned declare and represents that they will not instigate any litigation on any of the issues referred to herein or any issues that could have been raised by the undersigned.

The undersigned further declare and represent that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto and that the terms of the Release are contractual and not a mere recital.

It is understood and agreed that this settlement is a compromise of doubtful and disputed claims, and that the consideration stated is not to be construed as an admission of liability on the part of the Releasees and that said Releasees expressly deny any liability therefore and intend merely to avoid litigation and buy their peace.

This General Release and Indemnity Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. If any sentence, phrase, provision, portion, or clause of this General Release and Indemnity Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions, or clauses hereof; and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part hereof.

This Agreement constitutes the entire Agreement and no promise, inducement or agreement not expressed in this Agreement has been made to the Releasor. The terms of this Agreement are contractual and not mere recitals.



THE UNDERSIGNED HAVE READ THE FOREGOING GENERAL RELEASE AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDS IT, VOLUNTARILY SIGN IT, AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.

Whereof, the undersigned have read each of the three (3) pages of this "General Release and Indemnity Agreement," and hereto sets their hands and seals this 8th day of February, 2017.

Terry P. Jordan

TERRY P. JORDAN, "Releasor" or the "Undersigned"

Sworn to and subscribed before me this 8th day of February, 2017.

Lori Thurman
Notary Public

My Commission Expires May 21st 2019



Patricia S. Jordan

PATRICIA S. JORDAN "Releasor" or the "Undersigned"

Sworn to and subscribed before me this 8th day of February, 2017.

Lori Thurman
Notary Public

My Commission Expires May 21st 2019



Matthew J. Santini
MATTHEW J. SANTINI, Mayor
"Releasees"

Attested to by:

Meredith Ulmer
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
2/16/2017 7:00:00 PM
December 2016 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the December 2016 financial report. Also included is the supplemental financial information report and the cash position report for the same time period.
City Manager's Remarks:	Tom R. will present this information at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of December 31, 2016

81 #	unit	FY 2015-16	FY 2016-17	FY 2015-16	FY 2016-17	100.00% OF BUDGET (Year to Date)
		MONTH OF	MONTH OF	Year to Date	Year to Date	
		December-15	December-16	December-15	December-16	
GENERAL FUND excluding SPOST, DDA & School System Property Tax Revenue & Expenditures						
REVENUE		\$2,146,277	\$2,028,314	\$21,888,878	\$12,359,367	53.26%
EXPENDITURE		\$1,742,980	\$1,489,967	\$20,926,189	\$11,266,171	48.55%
Gen. Fund Net Profit (Loss)		\$403,297	\$538,347	\$962,689	\$1,093,196	
WATER & SEWER						
REVENUE		\$1,207,873	\$1,413,569	\$8,232,535	\$9,509,567	45.64%
EXPENDITURE		\$1,251,710	\$1,489,230	\$6,536,803	\$6,869,691	32.97%
Wtr. & Swr. Fund Net Profit (Loss)		(\$43,837)	(\$75,661)	\$1,695,732	\$2,639,876	
GAS						
REVENUE		\$1,583,851	\$2,012,589	\$8,236,726	\$8,872,759	29.25%
EXPENDITURES		\$1,882,555	\$2,095,981	\$9,655,272	\$10,295,237	33.94%
Gas Fund Net Profit (Loss)		(\$298,704)	(\$83,392)	(\$1,418,546)	(\$1,422,478)	
ELECTRIC						
REVENUE		\$3,721,681	\$3,542,968	\$25,585,092	\$26,356,732	53.03%
EXPENDITURES		\$3,461,528	\$3,773,644	\$23,485,137	\$23,367,345	47.01%
Electric Fund Net Profit (Loss)		\$260,153	(\$230,676)	\$2,099,955	\$2,989,387	
STORMWATER						
REVENUE		\$114,349	\$120,629	\$682,476	\$726,131	50.21%
EXPENDITURE		\$97,448	\$83,316	\$593,366	\$691,907	47.84%
Stormwater Fund Net Profit (Loss)		\$16,901	\$37,313	\$89,110	\$34,224	
SOLID WASTE						
REVENUE		\$186,866	\$192,724	\$1,110,842	\$1,151,091	48.35%
EXPENDITURE		\$157,792	\$277,316	\$1,240,875	\$1,340,291	56.30%
Solid Waste Fund Net Profit (Loss)		\$29,074	(\$84,592)	(\$130,033)	(\$189,200)	
FIBER OPTICS						
REVENUE		\$158,307	\$159,953	\$996,907	\$1,021,051	53.88%
EXPENDITURE		\$184,138	\$186,076	\$879,231	\$816,232	43.07%
Fiber Fund Net Profit (Loss)		(\$25,831)	(\$26,123)	\$117,676	\$204,819	

				% of Monthly Totals to Budget
General Fund	Description	12/31/2016	FY 2017 Budget	
	Total Revenues	\$12,359,368	\$23,203,830	53.26%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$2,177,072	\$2,578,225	84.44%
	Local Option Sales Tax (LOST)	\$1,873,236	\$3,694,800	50.70%
	Other Taxes	\$4,406,223	\$7,993,365	55.12%
	Building Permit & Inspection Fees	\$189,069	\$220,000	85.94%
	Fines and Forfeitures	\$207,038	\$675,000	30.67%
	Operating Transfers In-City Utilities	\$1,697,866	\$3,571,700	47.54%
	Other Revenues	\$1,808,864	\$4,470,740	40.46%
	Total Expenditures	\$11,266,171	\$23,203,830	48.55%
	Personnel Expenses	\$7,729,419	\$16,338,895	47.31%
	Operating Expenses	\$3,027,246	\$6,042,510	50.10%
	Capital Expenses	\$257,647	\$366,725	70.26%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Debt Pymt - JDA/CBA	\$24,009	\$0	#DIV/0!
	Library Appropriations	\$227,850	\$455,700	50.00%
Water & Sewer Fund	Total Revenues	\$9,509,567	\$20,836,040	45.64%
	Water Sales	\$6,068,918	\$9,903,000	61.28%
	Sewer Sales	\$3,155,108	\$5,770,000	54.68%
	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	\$285,541	\$865,000	33.01%
	Total Expenditures	\$6,869,691	\$20,836,040	32.97%
	Personnel Expenses	\$1,650,387	\$3,542,720	46.59%
	Operating Expenses	\$1,706,416	\$3,411,295	50.02%
	Capital Expenses	\$650,889	\$8,002,000	8.13%
	Transfer To General Fund	\$1,053,894	\$2,077,820	50.72%
	Debt Payments	\$1,808,105	\$3,802,205	47.55%
Gas Fund	Total Revenues	\$8,877,759	\$30,336,305	29.26%
	Gas Sales	\$7,839,940	\$18,739,235	41.84%
	Gas Commodity Charge	\$696,592	\$1,300,000	53.58%
	Bond Proceeds	\$0	\$5,449,230	0.00%
	Proceeds from Capital Leases	\$0	\$153,050	0.00%
	Other Revenues	\$341,227	\$1,765,000	19.33%
	Use of Reserves	\$0	\$2,929,790	0.00%
	Total Expenses	\$10,295,237	\$30,336,305	33.94%
	Personnel Expenses	\$913,223	\$2,038,330	44.80%
	Operating Expenses	\$606,721	\$1,821,270	33.31%
	Purchase of Natural Gas	\$7,141,523	\$13,232,770	53.97%
	Transfer to General Fund	\$1,523,009	\$3,070,825	49.60%
	Capital Expenses	\$110,761	\$10,173,110	1.09%

	Description	12/31/2016	FY 2017 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$26,356,732	\$49,703,855	53.03%
	Electric Sales	\$25,657,890	\$48,255,720	53.17%
	Other Revenues	\$698,842	\$1,448,135	48.26%
	Total Expenses	\$23,367,345	\$49,703,855	47.01%
	Personnel Expenses	\$1,141,282	\$2,411,910	47.32%
	Operating Expenses	\$624,170	\$1,397,270	44.67%
	Purchase of Electricity	\$19,830,244	\$41,900,900	47.33%
	Capital Expenses	\$410,514	\$1,313,135	31.26%
	Transfer to General Fund	\$1,361,135	\$2,680,640	50.78%
Stormwater Fund	Total Revenues	\$726,131	\$1,446,250	50.21%
	Stormwater Revenues	\$716,959	\$1,340,000	53.50%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$9,172	\$11,250	81.53%
	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	\$691,907	\$1,446,250	47.84%
	Personnel Expenses	\$354,795	\$616,720	57.53%
	Operating Expenses	\$271,562	\$579,465	46.86%
	Capital Expenses	\$65,550	\$250,065	26.21%
Solid Waste Fund	Total Revenues	\$1,151,091	\$2,380,750	48.35%
	Refuse Collections Revenues	\$1,120,551	\$2,181,550	51.36%
	Other Revenues	\$30,540	\$44,200	69.10%
	Proceeds From Capital Leases	\$0	\$155,000	0.00%
	Total Expenses	\$1,340,291	\$2,380,750	56.30%
	Personnel Expenses	\$503,586	\$1,086,565	46.35%
	Operating Expenses	\$696,251	\$1,139,185	61.12%
	Capital Expenses	\$140,454	\$155,000	90.62%
Fiber Optics Fund	Total Revenues	\$1,021,051	\$1,895,220	53.88%
	Fiber Optics Revenues	\$915,300	\$1,785,475	51.26%
	GIS Revenues	\$53,400	\$104,000	51.35%
	Other Revenues	\$52,351	\$5,745	911.24%
	Total Expenses	\$816,232	\$1,895,220	43.07%
	Personnel Expenses	\$367,768	\$751,885	48.91%
	Operating Expenses	\$406,904	\$924,900	43.99%
	MEAG Telecom Statewide Pymt	\$4,716	\$9,435	0.00%
	Debt Payment to Electric Dept	\$0	\$0	0.00%
	Capital Expenses	\$36,844	\$209,000	17.63%

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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
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Total Unrestricted Cash Balance

Total Restricted Cash Balance

Highlights for the Month of December 2016:

Unrestricted cash increased due to increased cash in the general fund, water fund, electric fund, and gas fund.

Restricted cash increased due to increased cash in the Go Park and Recreation fund (tax collections for bond payment), SPLOST 2014, debt service accounts, and the pension fund (market moving upward).