City of Cartersville

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00 PM – 1/19/2017
Work Session – 6:00 PM

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

CITY MANAGER:
Sam Grove

CITY ATTORNEY:
David Archer

CITY CLERK:
Connie Keeling

I. Opening of Meeting

- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**

II. Regular Agenda

A. Council Meeting Minutes

1. January 5, 2017 (Pages 1-14)

Attachments

B. Second Reading of Ordinances

1. Alcohol Ordinance Amendment - Distance from MU for Retail Sales (Pages 15-16)

Attachments

C. Resolutions

1. Time Change for Civic Youth Day March 16, 2017 (Pages 17-18)

Attachments

D. Contracts/Agreements

1. Engineering Services Agreement – G. Ben Turnipseed (Pages 19-28)

Attachments

E. Bid Award/Purchases

1. Downtown Water Main Replacement - Phase I Design (Pages 29-32)

Attachments

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2. Replacement of High Service Pumps 1 & 2 – Construction Bid Award (Pages 33-36)

   Attachments

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3. WPCP 400Kw Generator Radiator Repair (Pages 37-42)

   Attachments

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4. Apex Drive Water Main (Pages 43-47)

   Attachments

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5. Everbridge - Mass Communication System (Pages 48-50)

   Attachments

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6. Optical Time Domain Reflectometer (Pages 51-53)

   Attachments

F. Other

1. Sale of Real Property (Pages 54-65)

   Attachments

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2. Georgia Public Web Authorized Member Representative (Pages 66-67)

   Attachments

G. Monthly Financial Statement

1. November 2016 (Pages 68-72)

   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
1/19/2017 7:00:00 PM
January 5, 2017

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	Minutes have been submitted for your approval.
City Manager's Remarks:	Minutes from the 1.5.17 City Council meeting are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
January 5, 2017

6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Troop 15 of Trinity Methodist Church.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Louis Tonsmeire, Sr., Council Member Ward Three; Dianne Tate, Council Member Ward Five; Taff Wren, Sam Grove, City Manager; Connie Keeling City Clerk, Meredith Ulmer Deputy Clerk and David Archer, City Attorney. The following City Council Members were absent: Jayce Stepp, Ward 2; Lindsay McDaniel, Ward 4; and Taff Wren, Ward 6.

II. Regular Agenda

A. Council Meeting Minutes

1. December 15, 2016

A motion to approve the December 15, 2016 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0.

B. Appointments

1. City Clerk and Deputy Clerk

Randy Mannino, Planning and Development Director came forward and stated Connie Keeling, the current City Clerk is retiring and a new city clerk needs to be appointed. Mr. Mannino recommended Meredith Ulmer, the current Deputy City Clerk. Mr. Mannino added with Meredith Ulmer being appointed City Clerk the Deputy City Clerk position needed to be filled; he recommended Samantha Dover to be appointed Deputy City Clerk.

3. Conventions and Visitors Bureau Board

Sam Grove, City Manager, stated he recommended Shawn Jervis be appointed to the Conventions Visitors Bureau Board. Shawn Jervis is the General Manager at Barnsley Gardens Resort located in Adairsville, Georgia.

A motion to approve the appointment of Shawn Jervis to the Conventions and Visitors

Board was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0.

C. Presentations

1. Fiscal Year 2016 Audit Presentation

Tom Carmichael from Carr, Riggs, and Ingram, LLC, the City's external audit firm, came forward and gave a presentation on Fiscal Year 2016 and included the Comprehensive Annual Financial Report.

D. Second Reading of Ordinances

1. Adoption of the 2017 City of Cartersville Pension Plan and Amendment to the City of Cartersville Pension Plan

Sam Grove, City Manager stated the proposed amendment changes the multiplier in the pension plan from 2% to 1% for new employees hired after January 1, 2017. Mr. Grove stated this change does not apply to any current employees or retirees. Mr. Grove also stated this change has been approved by the Retirement Board.

A motion to approve 2017 City of Cartersville Pension Plan was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote: 4-0.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 01-17

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT CHAPTER 16 - PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. - RETIREMENT PLAN SEC. 16-51. - ADOPTED; SHORT TITLE; DEFINITION is hereby amended by adding the following new paragraphs (c), (d), and (e) the remaining provisions shall remain as is:

1.

Sec. 16-51. - Adopted; short title; definition.

(c) That the Second Amendment to the Plan most recently adopted and restated on April 28, 2011, is adopted as amended and restated as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the Second

Amendment to Plan is kept by and maintained at the City Clerk's Office. This Plan covers employees hired before January 1, 2017.

(d) That the 2017 Pension Plan is adopted as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the 2017 Pension Plan is kept by and maintained at the City Clerk's Office. This Plan covers employees hired on or after January 1, 2017.

(e) Upon adoption of an amendment to the Pension Plan, the proper officers of the Employer and the Pension Board are hereby authorized and directed to take each other and further action on the advice of counsel, including the making of additional amendments not inconsistent with the general tenor of the foregoing, so that the Plan, as amended, continues to meet the qualification requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the implementing trust there under continues to be tax-exempt under said Code, and the 2017 Plan satisfies the qualification requirements of Section 401(a) of the Code, and the implementing trust there under is tax-exempt under said Code.

2.

All other remaining provisions of Section 16-51 are to remain as is and the additional paragraphs herein are to be made part of the permitted uses in Section 16-51.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 15th day of December 2016.
ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Meredith Ulmer
Meredith Ulmer
Deputy City Clerk

2. Revision to Municipal Court Ordinances

David Archer, City Attorney stated the reevaluation and adjustment to Municipal Court fees and sessions. Mr. Archer stated Regular Session Ordinance 13-2 is to allow for the judge to schedule court around holidays and not have Court on the 5th Monday of any month with five Mondays. Mr. Archer stated Sec 13-24 updates the Municipal Court fee structure related to the State mandatory minimum. Mr. Archer stated this would add more fees to the fee schedule and referenced Exhibit A.

A motion to approve the Revision to Municipal Court Ordinances with the inclusion of the fee schedule displayed in Exhibit A was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 02-17

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CODE OF ORDINANCES, CITY OF CARTERSVILLE CHAPTER 13. MUNICIPAL COURT, SECTION 13-24. – SURCHARGES AND COURT COSTS, BY DELETING PARAGRAPHS (C) AND (D) AND RENUMBER THE REMAINING AS FOLLOWS:

1.

Sec. 13-24. - Surcharges and court costs.

(a) ***State surcharges.*** **The municipal court shall impose all add on fees or surcharges required by state, federal or local law.**

(b) ***Interpreter fees.*** **The municipal court shall be authorized to impose fees for providing an accused with the services of an interpreter in accordance with the rules and regulations set forth by the Georgia Supreme Court.**

(c) ***Bail or bond.*** **In all cases in which bail or bond is posted, all required surcharges are to be added to same and shall be posted.**

(d) All surcharges shall be paid into the city's general fund or dedicated accounts as may be established from time to time and are to be disbursed as provided for by law.

(e) The Judge, Mayor, or City Council may impose additional surcharges as authorized by the Charter or State Law.

2.

This ordinance shall become effective immediately upon its adoption by the City Council.

3.

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

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 15th day of December 2016.
ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Meredith Ulmer
Meredith Ulmer
City Clerk

Exhibit A on file at the City Clerk's Office.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 03-17

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CODE OF ORDINANCES, CITY OF CARTERSVILLE CHAPTER 13. MUNICIPAL COURT, SECTION 13-2. – REGULAR SESSION, BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

1.

"Sec. 13-2. – Regular sessions.

(a) A regular session of the court shall be held once each week at a fixed hour of a fixed day as may be determined by the judge, provided such session may be dispensed with when there is no business pending in the court and no cases ready for trial.

(b) There shall be no regular session of Court the weeks of Thanksgiving, Christmas, and New Year's, or on any legal holiday unless otherwise determined by the Judge. Additionally, in any month with five (5) Mondays, there shall be no

regular session of court on the fifth (5th) Monday of the month unless determined by the Judge.

2.

CHAPTER 13. MUNICIPAL COURT. SECTION 13-2. – SURCHARGE AND COURT COSTS is hereby amended by deleting paragraphs (c) and (d) in their entirety and renumbering paragraphs (e) to (c) and (f) to (d) as follows:

(c) ***Bail or bond.*** **In all cases in which bail or bond is posted, all required surcharges are to be added to same and shall be posted.**

(d) All surcharges shall be paid into the city's general fund or dedicated accounts as may be established from time to time and are to be disbursed as provided for by law.

3.

This ordinance shall become effective immediately upon its adoption by the City Council.

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 this the 15th day of December 2016.
ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Meredith Ulmer
Meredith Ulmer
City Clerk

E. First Reading of Ordinances

1. Alcohol Ordinance Amendment

Randy Mannino, Planning and Development Director came forward and stated this amendment was in regards to the old “Wheeler” building, a tenant strip retailer, located on North

Bartow Street. Mr. Mannino stated in order for this location to have a convenience store with beer and wine sales he proposed a minimum of a 100 feet of separation from a residence in the Multi Use District.

Mayor Santini stated the second reading of this Alcohol Ordinance Amendment will take place at the next City Council meeting on January 19, 2017.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 04-17

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4. ALCOHOLIC BEVERAGES ARTICLE I. IN GENERAL. Division 4. Premises Restrictions. Sec.4-109. Distance Requirements (b)(3) is hereby amended by deleting said Section Sec. 4-109(b)(3) in its entirety and replacing it with the following:

1.

Sec.4-109. Distance Requirements

(b)(3) No retail dealer's license shall be granted to any person for any proposed location of a retail package store which is within one hundred (100) feet of any private residence which is located within a nonresidential city zoning district. The distance shall be measured in all directions from the nearest wall enclosing the proposed premises where distilled spirits are to be sold to the nearest point of any residential property line within the city; provided, however, the distance from the rear of the premises of a licensee to the property line of any residence may be reduced to not less than fifty (50) feet, if the licensee installs and maintains a buffer in accordance with the City of Cartersville Zoning Ordinance section 4.17 or a fence not less than six (6) feet in height, nor more than eight (8) feet in height. Notwithstanding anything to the contrary in this Ordinance, and only for purposes of this Section 4-109, a multi-use zoning district shall be considered a nonresidential city zoning district and any proposed location of a retail package store shall be no less than one hundred (100) feet to any private residence The zoning administrator shall determine if a fence or planted buffer is appropriate in light of the surrounding property and applicable zoning districts and standards. Once the zoning administrator has made his/her determination, the request is to be forwarded to the alcohol control board for their review and approval, approval with conditions or rejection based on the following standards.
a. Visual and lighting impact on surrounding properties.
b. Surrounding property uses.
c. Noise impact on surrounding properties.
d. Location of dumpsters, loading areas, and drive and parking configuration.

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: ______________________

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MATTHEW J. SANTINI, MAYOR

ATTEST: ______________________________
MEREDITH ULMER, CITY CLERK

F. Resolutions

1. Capital Improvements and Short Term Work Program Elements for Comprehensive Plan

Randy Mannino, Planning and Development Director stated in accordance with the Development Impact Fee Regulations as outlined by the State, the City is required to file an annual update to the Capital Improvements Element of the Comprehensive Plan, because impact fees are collected and the City has adopted an impact fee ordinance. Mr. Mannino stated the required public hearing was held, Council passed the resolution and it was transmitted and approved by both the Northwest Georgia Regional Commission and the Georgia Department of Community Affairs. The City of Cartersville is required to formally adopt it.

A motion to approve the Capital Improvements and Short Term Work Program Elements was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0.

Resolution No. 01-17

ADOPTION RESOLUTION

Capital Improvements Element

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 17, 2016 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herin as Exhibit "A" as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED THIS DAY, THE 5th OF JANUARY, 2017.

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Mayor, City of Cartersville, Georgia

ATTEST:

____

City Clerk

G. Other

1. Floyd County Taxes

Gary Riggs, Gas Department Head came forward and stated the Gas Department has a facility in Floyd County and the department has received a tax bill of $6,893.31. Mr. Riggs recommended approval of this expenditure.

A motion to approve the payment for Floyd County Taxes was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0.

2. Natural Gas Association of Georgia Dues

Gary Riggs, Gas Department Head stated the annual dues to be a member of the Natural Gas Association of Georgia is $5,000.00. Mr. Riggs recommended approval.

A motion to approve the Natural Gas Association of Georgia Dues was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0.

H. Bid Award/Purchases

1. Gas Department Backhoe Trailer

Gary Riggs, Gas Department Head stated one of the department's backhoe trailers needs the dial axle assembly replaced. The garage estimates the cost to be $5,500.00. Mr. Riggs requested and received five quotes to replace the trailer. The lowest bid for a new trailer is $7,505.00 from Rides the Wind Trailers and Accessories. Mr. Riggs stated purchasing a new trailer is more cost effective than an attempt to repair the old trailer. He stated this is not a budgeted item.

A motion to approve the purchase of a new backhoe trailer for the City Gas Department was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0.

2. Electric Department 300kVA Transformer Purchase

Don Hassebrock, Electric Department Head came forward and stated the Electric Department needs to purchase a transformer to replace the transformer at Kroger Outparcel 1. Three bids were received and the Electric Department recommends approval of the purchase of a General Electric transformer from Irby for $7,826.00. This transformer was not the lowest price, but it has the lowest Total Ownership Cost. It also has the shortest delivery time. Mr. Hassebrock stated this was a budgeted item.

A motion to approve the purchase of a new transformer for the Electric Department was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0.

3. Water Department Center Road Pump Station – Operation Control Valve

Bob Jones, Water Department Head came forward and stated the operation control valve for the number one pump in the Center Road pump station has failed. Mr. Jones stated the valve is original to the pump station which was built in by Bartow County in 1998. The valve has been rebuilt multiple times in the past several years. An emergency replacement quote from Peachtree Valves and Equipment was obtained December 19th, 2016. Peachtree Valves and Equipment had the fastest delivery time of 5 to 7 weeks and quoted the department $5,198.00 with shipping. Mr. Jones recommended approval of the emergency replacement.

A motion to approve the purchase of an emergency operation control valve for the Water Department was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote: 4-0.

4. Water Department Pettit Creek Temporary Bridge Construction

Bob Jones, Water Department Head stated the water department has a 24-inch main installed causing the piles to shift toward the main while being driven. Because the main is installed in Georgia Department of Transportation right-of-way instead of an easement, GDOT can require us to move the pipe in order to facilitate construction of their facilities. The estimated cost to relocate this main is $600,000 - $700,000. CW Matthews has proposed an alternate method. CW Matthews is requesting $78,612.78 to complete the rock socket drilling per the attached quote.

Mr. Jones stated he recommended approval of the CWM bid of $78,612.78 as an emergency sole source award. Mr. Jones stated this was not a budgeted item. Funds will be transferred from ATCO – Water Main Replacement Phase I to Hwy 41/411 Water Main Relocation from which this expense will be paid.

A motion to approve the Pettit Creek Temporary Bridge Construction was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote: 4-0.

I. Contracts/Agreements

1. Real Estate Lease Agreement

Dan Porta, Assistant City Manager came forward and stated the city has advertised a property for lease at 1540 West Avenue for the placement of a trailer. The lease agreement will be through June 30, 2019. The only company to submit a proposal to lease the space was Bartow Paving. This will allow Bartow Paving to have a construction trailer on site through the end of the lease term.

A motion to approve the Real Estate Lease Agreement was made by Council Member Tate and seconded by Council Member Tonsmeire. The motion carried unanimously. Vote 4-0.

2. Professional Services Agreement

Dan Porta, Assistant City Manager stated approval was needed by City Council in order to move forward with Professional Services Agreement which will assist the City in assessing the City's situation in administering municipal government services.

A motion to approve the Professional Services Agreement was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0.

Mayor Santini stated there was an item to add to the agenda in regards to maintenance at the Public Safety building.

Council Member Hodge made a motion to add Public Safety building maintenance cost to the agenda. The motion was seconded by Council Member Tonsmeire. Motion carried unanimously. Vote: 4-0.

J. Added Item

1. Fire Department Planned Maintenance on the Public Safety Building

Chief Scott Carter came forward and stated this is a renewal of the annual service and maintenance contract for the Public Safety Headquarters building. This is a joint project between Fire and Police with shared cost. Chief Carter stated new proposals were sought from three different recommended companies. Chief Carter stated he recommended to go with the low bid of Galgon for an annual price of $16,209.00. This will be paid in quarterly payments of $4052.25, splitting the cost in half between the Fire and Police budgets.

There is an additional one time flushing charge of $1520.00 for a new loop that was found in the system. This is a budgeted item and will be in force until January 1, 2019. Chief Carter Stated he respectfully requested approval of the annual maintenance contract with the low bid of Galgon in the amount of $16,209 with the additional flushing of $1520.00 for a total of $17,729.00.

Council Member Tonsmeire made a motion to approve the Planned Maintenance on the Public Safety Building and Council Member Hodge seconded the motion. The motion carried unanimously. Vote: 4-0.

Mayor Santini asked Chief Carter about a weather update due to the predictions of inclement weather. Chief Carter stated last he heard is tomorrow Cartersville could see 1 to 2 inches of snow. He stated thus far, the prediction is only snow, no high winds or ice.

Sam Grove, City Manager stated that with the passing of Lamar Greeson, the Information Technology Department Head, we need to have our thoughts and prayers with his family and loved ones.

After announcements a motion to adjourn the meeting was made by Council Member Tonsmeire and needing no second. Motion carried unanimously. Vote 4-0.

Meeting Adjourned

/s/ ___________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ______________________________
Meredith Ulmer
City Clerk

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Alcohol Ordinance Amendment - Distance from MU for Retail Sales

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recomendation:	This proposed amendment stemmed from the rehabilitation/refurbishment of the old "Wheeler" building (multi-tenant strip retail center) located along N. Bartow Street. The owner of the property has a prospective tenant who would like to open a convenience store in one of the vacant spaces which would include beer and wine. The surrounding properties are zoned M-U (Multiple Use district). Though M-U is a commercial district, it is also a residential district. So, for clarification sake the applicant has proposed a minimum 100 foot separation from a residence in the M-U district, similar to the requirements for residences in the DBD. The DBD ordinance requirements were amended prior to the Butcher Shop applying for retail package sales. Though in the DBD the separation can be further reduced to 50 feet if certain criteria are met, this amendment keeps with the 100 foot standard. RECOMMENDATION: The Alcohol Control Board recommend APPROVAL of said amendment at its December 14th meeting.
City Manager's Remarks:	This amendment will clear up any issues about distance requirements for alcohol sales in M-U districts and is recommended by the Alcohol Control Board.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.______

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4. ALCOHOLIC BEVERAGES ARTICLE I. IN GENERAL. Division 4. Premises Restrictions. Sec.4-109. Distance Requirements (b)(3)** is hereby amended by deleting said Section Sec. 4-109(b)(3) in its entirety and replacing it with the following:

1.

Sec.4-109. Distance Requirements

(b)(3) No retail dealer's license shall be granted to any person for any proposed location of a retail package store which is within one hundred (100) feet of any private residence which is located within a nonresidential city zoning district. The distance shall be measured in all directions from the nearest wall enclosing the proposed premises where distilled spirits are to be sold to the nearest point of any residential property line within the city; provided, however, the distance from the rear of the premises of a licensee to the property line of any residence may be reduced to not less than fifty (50) feet, if the licensee installs and maintains a buffer in accordance with the City of Cartersville Zoning Ordinance section 4.17 or a fence not less than six (6) feet in height, nor more than eight (8) feet in height. **Notwithstanding anything to the contrary in this Ordinance, and only for purposes of this Section 4-109, a multi-use zoning district shall be considered a nonresidential city zoning district and any proposed location of a retail package store shall be no less than one hundred (100) feet to any private residence** The zoning administrator shall determine if a fence or planted buffer is appropriate in light of the surrounding property and applicable zoning districts and standards. Once the zoning administrator has made his/her determination, the request is to be forwarded to the alcohol control board for their review and approval, approval with conditions or rejection based on the following standards.

a. Visual and lighting impact on surrounding properties.

b. Surrounding property uses.

c. Noise impact on surrounding properties.

d. Location of dumpsters, loading areas, and drive and parking configuration.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ______________________________
MEREDITH ULMER, CITY CLERK

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Time Change for Civic Youth Day March 17, 2016

SubCategory:	Resolutions
Department Name:	City Manager
Department Summary Recomendation:	This is an annual occurance allowing the City Council to accommodate Civic Youth Day. This year Civic Youth Day is scheduled for March 16, 2017 so the time of the meeting is changed from 7 PM to 9 AM.
City Manager's Remarks:	Your approval of this meeting time change is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

WHEREAS, The Mayor and City Council has determined that it is in the best interest of the City of Cartersville and it's inhabitants and their general health, safety and welfare to reschedule the below referenced meeting of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 16th day of March, 2017 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 16th day of March, 2017 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this January 19, 2017

/s/ _________________________
Matthew J. Santini
Mayor

ATTEST:
/s/ _________________________
Meredith Ulmer
City Clerk

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Engineering Services Agreement – G. Ben Turnipseed

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recomendation:	In June of 2016 the City was approved for an Appalachian Regional Commission (ARC) grant in the amount of $300,000 for the replacement of aging and undersized water mains in the downtown area. We have completed the preliminary administrative process and been approved to begin using grant funds. The first step is to execute the attached engineering services agreement (ESA) with G. Ben Turnipseed Engineers (GBT) so they can begin design of the project. This is our standard ESA that is used with various other firms. I recommend approval of the ESA with GBT.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	This is a standard ESA and there is no cost to the city.
Legal:	
Associated Information:	

STATE OF GEORGIA
CITY OF CARTERSVILLE
Bartow County, GA

AGREEMENT FOR GENERAL ENGINEERING AND CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between CITY OF CARTERSVILLE, Georgia, hereinafter called the "OWNER" and G. BEN TURNIPSEED ENGINEERS, INC., a corporation chartered and existing under the laws of the State of Georgia, hereinafter called the "ENGINEER".

W I T N E S S E T H:

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

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

ITEM A - ENGINEER'S SERVICES

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

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

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

ITEM B - COMPENSATION

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

   a. Lump Sum

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

   b. Standard Billing Rates

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

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

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

ITEM C - GENERAL TERMS AND CONDITIONS

1. **COMMENCEMENT OF WORK.** The performance of engineering services described in Item A shall be commenced upon receipt by the ENGINEER of written authorization from the OWNER.

2. **PROFESSIONAL STANDARDS; WARRANTY.** ENGINEER shall be responsible, to the level of care and skill ordinarily used by practicing professional engineers in the same type of work, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other services and materials furnished under this AUTHORIZATION. ENGINEER will comply with Federal and State laws, regulations, codes and standards that apply to the project at the time the services are provided. ENGINEER makes no other warranty,

express or implied, with regard to its capacity, the work performed under this Agreement, or the ultimate performance or compliance of the Project.

3. **PROJECT PROGRESS.** ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

4. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond ENGINEER's responsible control, including force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.

5. **PROJECT DELAYS.** The ENGINEER will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this Agreement that the ENGINEER cannot be responsible for delays occasioned by factors beyond ENGINEER's control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

6. **CONFIDENTIALITY.** The ENGINEER shall not disclose nor permit disclosure of any information designated by the OWNER as confidential, except to its employees and other consultants who need such information in order to properly execute the services of this Agreement.

7. **ASSIGNMENTS.** The OWNER and ENGINEER each binds himself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the ENGINEER shall assign his interest in this Agreement without the written consent of the other. ENGINEER may enter into subcontracts with respect to the services required by this Agreement but shall remain fully responsible to the OWNER in connection therewith. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

8. **PERSONNEL.** The ENGINEER, an Equal Opportunity Employer, now has or will secure at his own expense, personnel required to perform the services under this contract. Such personnel are not employees of, nor have any contractual relationship with the OWNER.

9. **INSURANCE.** The ENGINEER shall, during the performance of the Agreement, keep in force insurance with the following minimum coverage: Workmen's Compensation Insurance, including Employer's Liability Insurance for its employees; Commercial General Liability Insurance covering bodily injury and property damage with a combined single limit of $1,000,000 per accident; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and property damage limits to $1,000,000; Professional Liability Insurance with limits to $1,000,000.

10. **INDEMNIFICATION.** The ENGINEER agrees to indemnify and hold harmless the OWNER from claims, losses, costs and expenses arising out of, and to the extent caused by, the ENGINEER's negligent performance of services.

11. **TERMINATION.** The OWNER may terminate this agreement at any time by giving thirty days notice to the ENGINEER. If this Agreement is terminated, the ENGINEER shall be compensated for work actually performed and expense incurred up to date of termination. Notice of termination shall be given by the terminating party by hand delivery or mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be 33 days after the postmark, if mailed, or 30 days after date of receipt of notice, if hand delivered.

12. **COST ESTIMATES.** Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions, ENGINEER's opinions of probable cost, are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as a qualified professional engineer familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by ENGINEER.

13. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the ENGINEER do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided at the normal rates in effect at the time of service.

14. **PRECEDENCE.** These GENERAL TERMS AND CONDITIONS shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ENGINEER's services absent ENGINEER's express written agreement.

15. **OWNERSHIP OF DOCUMENTS.** Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of OWNER. ENGINEER may retain reproducible copies of such documents. OWNER hereby releases ENGINEER from all damages, claims, and losses arising out of any use of such original documents by OWNER other than for information and reference in connection with the use, operating and occupancy of the Project by OWNER and others. OWNER further agrees that OWNER will not hereafter disseminate nay of such original documents or copies thereof for use by parties in connection with consulting services relating to any facilities not owned by OWNER. Nothing stated herein shall prevent ENGINEER from using its copies of such documents in connection with rendering professional services to other clients provided that in so doing no confidential information of OWNER is disclosed to such other client or any other party.

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

ITEM D - THE OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Assist ENGINEER by placing at his disposal all known information available pertinent to the project including previous reports and any other data relative to design or construction of the project, which may be in possession of the OWNER.

2. Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project.

3. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the ENGINEER to the OWNER, and promptly render in writing the decisions pertaining thereto, provided however, ENGINEER agrees that OWNER is relying on ENGINEER's expertise for design and specifications and is not rendering an opinion as to the accuracy or efficiency thereof, provided further that the ENGINEER will indemnify and hold harmless the OWNER for any error or omission from said studies, reports, sketches, specifications, drawing or other documents for which a claim for damages arises out of same.

4. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the ENGINEER's services and to bind OWNER with respect to these items.

5. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services and any defect in the project or work of contractor(s), provided, however, nothing herein shall relieve the ENGINEER of his responsibilities.

6. Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.

7. Bear all costs incident to compliance with the requirements of this item.

ITEM E - ENGINEER'S RESPONSIBILITIES

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

1. Upon identification by the ENGINEER and approval by the OWNER of the necessity and scope of information required, obtain the data, reports, surveys, and other materials and information required for this project.

2. Evaluate all proposed projects and prepare conceptual designs.

3. Develop overall master schedule and cost estimate for total program.

4. Assist in the coordination of right-of-way acquisitions.

5. Prepare construction and right-of-way plans and specifications.

6. Represent the OWNER during construction, providing the following, but not necessarily limited to, services:

   a. Determine and certify percentage completion of projects and determine amount of money owed to Contractor.
   b. Interpret design and specifications to Contractor, as necessary.

   c. Reject unacceptable work, require special testing or inspections, and take appropriate action to protect OWNER's interest and assure successful completion of the project.

   d. Inspect the projects to assess the progress and quality of work being performed and to determine that the work is progressing according to plans and specifications and deficiencies in the work of the Contractor.

   e. Provide an on site representative on an on-call basis or as Project Manager if so required by the OWNER.

ITEM F - EXTENT OF AGREEMENT

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

ITEM G - GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the____________day of__________, 20__.

WITNESS:

By: ___________________________ Firm:_____________________________

Title:__________________________ By:______________________________

Title:______________________________

ATTEST: CITY OF CARTERSVILLE:

By:_____________________________ By:______________________________

Title:__City Clerk________________ Title:__Mayor_____________________

Seal:

G. BEN TURNIPSEED ENGINEERS
Standard Billing Rate Schedule
January 1, 2017 through December 31, 2017

Staff Type	Rate
	See attached Rate Schedule
Principal	$ ______
Project Manager	$ ----------
Senior Engineer	$ ----------
Engineer	$ ----------
Planner	$ ----------
Designer	$ ----------
Field Engineer	$ ----------
Technician	$ ----------
Administrative	$ ----------

Hourly rates are subject to a yearly escalation factor not to exceed 5%, unless an alternate factor is approved by both parties.

Expenses are reimbursed cost. Included are printing, travel, long distance telephone, and other job-related expenses. Cost is either commercial invoice or the prevailing commercial rate for printing in-house by photocopy, commercial copier, or CADD plotter. Automobile mileage is reimbursed at $0.52 per mile without markup.

G. BEN TURNIPSEED ENGINEERS
Environmental-Civil-Hydraulic
ATLANTA · AUGUSTA · ST. SIMONS ISLAND

Hourly Rates
January 2017

Project Role	***Hourly Rate***
Principal/Officer	$180.00
Project Engineer	$150.00
Senior Project Manager / Engineer	$135.00
Design Engineer	$100.00
Senior Administrative Staff	$88.00
Senior CAD Technician	$88.00
CAD Technician	$70.00
Administrative / Support	$62.00
Engineer Field Inspector	$135.00
Senior Field Inspector	$80.00
Field Inspector	$68.00
2-Man Survey Crew	$125.00
1-Man Survey Crew	$85.00

Item # 4

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Downtown Water Main Replacement - Phase I Design

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recomendation:	G. Ben Turnipseed Engineers (GBT) has submitted a design proposal for services related to the Downtown Water Main Replacement – Phase I. This phase will install approximately 800-feet of 8-inch and 1,260-feet of 12-inch ductile iron water mains. Installation of these lines will allow us to abandon approximately 1,200-feet of 1880's era cast iron main, dramatically increase fire flow capabilities, and improve water quality in the area. GBT has proposed a fee not to exceed $54,000 for services through construction per their letter proposal dated January 5, 2017 (see attached). I recommend approval of G. Ben Turnipseed Engineers for design of this project. This is a budgeted project which is partially funded by a $300,000 Appalachian Regional Commission (ARC) grant. All expenses will be paid through account 505.3320.54.3398 – ARC Downtown Water Main Replacement – Phase I.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted project which is partially funded by a $300,000 Appalachian Regional Commission (ARC) grant. All expenses will be paid through account 505.3320.54.3398 ARC Downtown Water Main Replacement Phase I.
Legal:	
Associated Information:	

G. BEN TURNIPSEED ENGINEERS
Environmental - Civil - Hydraulic

2255 CUMBERLAND PARKWAY, BUILDING 400, ATLANTA GA 30339 · 770-333-0700

Item # 5

January 5, 2017

Mr. Bob Jones
Director
City of Cartersville
Water Department
Post Office Box 1390
Cartersville, Georgia 30120

Re: City of Cartersville
Water System Improvements
Project No. 151998

Dear Mr. Jones:

As requested we are providing the City a proposal for engineering services for the Downtown Water Main Improvement Project – Phase I as described in the Preliminary Engineering Report on Water System Improvements, April 2016.

<u>Scope of Work</u>

G. Ben Turnipseed Engineers, Inc. proposes to perform professional engineering services in connection with the Project including:

- Design Phase
  - Field survey the location of existing features within the project area as required to prepare detailed plans and specifications for the proposed improvements;
  - Prepare base drawings showing the located features and the proposed improvements. The project cost estimate will be updated based on these drawings.
  - Meet with the City to discuss any changes from the Report Map and the updated project cost estimate;

  - Prepare final detailed drawings showing the proposed improvements including plan sheets, details, project map and others as may be necessary for the construction of the project;
  - Submit final plans and project cost estimate to the City for approval;
  - Prepare project specifications, bid documents and contract documents based on standards provided by the City;
  - Prepare the necessary permit drawing and applications for DOT Utility Facility Encroachment permitting;
  - Prepare the necessary Erosion, Sedimentation and Pollution Control plan and Comprehensive Monitoring Plan for permitting by the local authority, if required.

- Bid and Contracting Phase
  - Assist the City in obtaining and evaluating bids or negotiating proposals and prepare the Contract Documents with the assistance of the City;
  - Consult with the City concerning and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the general contractor for those portions of the work as to which such acceptability is required by the bidding documents.

- Construction Phase
  - Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents and during such visits and on the basis of on-site observations as an experienced and qualified design professional, will keep the City informed of the progress of the work; will endeavor to guard the City against defects and deficiencies in the work of the Contractor, and may disapprove or reject work as failing to conform to the Contract Documents.
  - Issue all instructions of the City to the Contractor, prepare routine change orders as required, and act as interpreter of the terms and conditions of the Contract Documents.

<u>Schedule of Work</u>

We estimate the Design Phase scope of work can be completed within three (3) months of authorization by the City to proceed.

Proposed Fees

We propose to provide the design engineering and construction contract administration services outlined for a fee of 9.0% of actual construction costs, not to exceed $54,000. Monthly billing will be based on preliminary project cost estimates and reconciled after receipt of bids. Engineering services will be billed monthly based on an estimated percentage of completion.

The compensation for basic services shall amount to the following percentage of the total fee at the completion of each phase of work:

a. Design Phase – 75 percent

b. Bid and Contracting Phase – 10 percent

c. Construction Phase – 15 percent

Additional services, if requested by the City, will be invoiced at standard hourly rates. A copy of our current rate schedule is enclosed.

If our proposal is acceptable, please issue a written task order at your convenience. If you have any questions or need additional information, please call us.

Yours truly,
G. BEN TURNIPSEED ENGINEERS, INC.

Christopher B. Poje, P.E.
President

CBP:kb
Enclosure

Item # 5

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Replacement of High Service Pumps 1 & 2 – Construction Bid Award

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	HSP#1 was installed in 1978 and designed to deliver 8,400 gallons per minute (GPM) at 340 feet of head. At that time, the entire town was fed through one 16-inch main running to the Morningside tank. Now, the distribution system is fed through one 36-inch and two 24-inch mains. The greater pipe capacity reduces friction loss in the pipe effectively lowering system head making the pump run off the extreme limits of the pump curve. What was designed to pump 8,400 GPM or 12 million gallons per day (MGD) through a single 16-inch pipe now pumps almost 20 MGD under normal system conditions. The pump is incompatible with all other pumps (cannot be run in tandem) and is extremely inefficient. Since it was installed in 1978, the standing rule at the WTP is to only run HSP#1 as a matter of last resort. HSP#2 was installed in 2000 and replaced three smaller high service pumps that were original to the plant. HSP#2 is our primary pump because it most closely matches the system demand curve. For this reason, we run the pump 85% of the time because the remaining pumps are too large and less efficient for the amount of water needed. HSP#2 has required intensive maintenance since installation. Additionally, the pump has been rebuilt multiple times due to its high duty cycle. The reliability and availability of parts for HSP#2 going forward is uncertain. The original pump manufacture has gone out of business. Parts are available on a very limited basis and are built to order by the new holding company based in Germany. In order to stabilize the foundation problems with High Service Pump Building #2 (HSPB#2) we must have two reliable pumps in HSPB#1. Early engineering estimates call for HSPB#2 being completely out of service for 6 – 9 months while repairs to the building and piping are completed. Bids for replacement of HSP#1 and HSP#2 were read in public on December 1,2016. Two bids were received from a group of seven pre-qualified general contractors with extensive experience completing similar projects. The bids were as follows:

	SOL Construction, LLC $1,531,045.00 Willow Construction, Inc. $1,774,597.00 The design engineer Wiedeman & Singleton, Inc. has certified the bids and recommends award to SOL Construction, LLC. I concur with that recommendation and request that you approve the SOL Construction, LLC bid in the amount of $1,531,045.00. This project was budgeted in the amount of $1,200,000.00. The additional cost will be funded by reallocating funds from various other projects. All expenses related to the project will be paid through account 505.3310.54.2329 – HSP#1 Pump Replacement.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This project was budgeted in the amount of $1,200,000.00. The additional cost will be funded by reallocating funds from various other projects. All expenses related to the project will be paid through account 505.3310.54.2329 HSP#1 Pump Replacement.
Legal:	
Associated Information:	

WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

December 21, 2016

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

Re: WATER TREATMENT PLANT
HIGH SERVICE PUMP STATION
REHABILITATION (HSPS NO. 1)
City of Cartersville, GA
W&S Project #027-16-122

Dear Mr. Jones:

Bids were received, opened, and read in public on December 1, 2016, for the WATER TREATMENT PLANT HIGH SERVICE PUMP STATION REHABILITATION (HSPS NO. 1) for the City of Cartersville. A total of two (2) bids were received from previously pre-qualified general contractors as follows:

1. SOL Construction, LLC	$1,531,045.00
2. Willow Construction, Inc.	$1,774,597.00

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

The total base bid of SOL Construction, LLC of Atlanta, Georgia was the lowest responsive bid in the amount of ONE MILLION FIVE HUNDRED THIRTY-ONE THOUSAND AND FORTY-FIVE DOLLARS ($ 1,531,045.00). The bids were competitive and we believe the lowest bid price is fair. It is our understanding that the City has funding available to construct all improvements planned.

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

As the lowest responsive, responsible bidder, we recommend that SOL Construction, LLC be awarded the WATER TREATMENT PLANT HIGH SERVICE PUMP STATION REHABILITATION (HSPS NO. 1) project in the amount of $ 1,531,045.00. When the City authorizes award of this project, we will notify the contractor and we will transmit the conformed contract documents to them for execution and attachment of bonds and insurance.

The bids received and opened are valid for sixty (60) days from December 1, 2016. If you have any questions or need any additional information at this time, please feel free to call.

Sincerely,

WIEDEMAN AND SINGLETON, INC.

Harold Wiedeman, P. E.

Enclosure

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
WPCP 400Kw Generator Radiator Repair

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	The 400kw generator at the Water Pollution Control Plant (WPCP) has a bad radiator. The unit was purchased in 1999 and this is the original radiator. This unit powers the headworks of the plant which screens and pumps the incoming sewage into the plant. Without backup power, an outage will cause a bypass of untreated sewage to the Etowah River. Bids were requested for repair of the radiator from the following (see attached): Cummins Power South $7,957.00 Prime Power $9,603.00 Yancey Power Systems $10,108.00 I recommend approval of the Cummins Power bid in the amount of $7,957.00. This item will be paid from account 505.3330.52.2361 – Maintenance to WPCP.
City Manager's Remarks:	Your approval of this repair bid is recommended.
Financial/Budget Certification:	This item will be paid from account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	

Power South

NOTICE: Material returned must show this invoice number. Material returned subject to 15% handling charge. Exchange units must be received in 10 days or 15% charge applies. After 15 days material accepted at the discretion of Cummins Power South, LLC

CHATTANOOGA SERVICE CTR
1509 EAST 26TH STREET
CHATTANOOGA, TN 37407-
(423)6291447

INVOICE NO

ESTIMATE

Remit To: P. O. Box 403896
Atlanta, GA 30384-3896

BILL TO

CITY OF CARTERSVILLE
330 S ERWIN ST
CARTERSVILLE, GA 30120-

BART . - 770 3875602

PAGE 1 OF 1

***** CCARD *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
09-JAN-2017 09:59AM					

CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
121192					

REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
119999					

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
COMPLAINT			ESTIMATE TO REMOVE GENERATOR RADITATOR AND TAKE TO HAVE REPAIRED/CORE REPLACED. RETURN TO SITE AND INSTALL.				
1		0	RADIATOR	REPAIR	NONSTOCK	3,000.00	3,000.00
20		0	CC2825	ES COMP EG	FLG	13.11	262.20
1		0	MISC	MISC	NONSTOCK	150.00	150.00

PARTS:		3,412.20
PARTS COVERAGE CREDIT:		0.00CR
TOTAL PARTS:	**3,412.20**	
SURCHARGE TOTAL:		**0.00**
LABOR:		4,050.00
LABOR COVERAGE CREDIT:		0.00CR
TOTAL LABOR:	**4,050.00**	
MISC.:		495.00
MISC. COVERAGE CREDIT:		0.00CR
TOTAL MISC.:	**495.00**	
CALL OUT CHARGE		245.00
SHOP SUPPLIES		150.00
HAZ WASTE DISPOAL TAXABLE		100.00

TAX EXEMPT NUMBERS:

LOCAL **0.00**

Completion date : 03-Jan-2017 05:37PM. Estimate expires : 02-Feb-2017 03:37PM.

ALL INVOICES DUE AND PAYABLE TO: CUMMINS POWER SOUTH, P.O. BOX 403896, ATLANTA, GA 30384-3896

TERMS: Net 30 days from invoice date, on preapproved charge accounts only. All Other Accounts, PAYMENT DUE UPON RECEIPT. A SERVICE CHARGE OF 1½ % PER MONTH (EFFECTIVE RATE OF 18% PER ANNUM) WILL BE CHARGED ON PAST DUE ACCOUNTS. Any claims for shortages or deductions for erroneous charges must be made within seven days after receipt of goods.

SUB TOTAL:	7,957.20
TOTAL TAX:	0.00
TOTAL AMOUNT: US $	**7,957.20**

Item # 7

AUTHORIZED BY (print name)____________________ **SIGNATURE**____________________ **DATE**________________

CUMMINS POWER SOUTH

Cummins Power South Reserves the right to require cash payment on any transaction even if credit has been granted in the past.

LIMITED WARRANTY AND CONDITIONS OF SALE

The following limited warranties apply to all Cummins Power South facilities. Cummins Power South and CPS are synonymous in the following information.

Condition of Sale for Cummins and Cummins Recon Engines

1. Installing a Cummins or Cummins Recon engine for any purpose other than for its intended application provided on the engine's dataplate may be a violation of federal law subject to civil penalty.
2. Cummins Recon engines cannot be installed in new vehicle or equipment.
3. The Cummins Recon engine to be installed is to be of the same or newer model year as the model year of the engine, or engine with aftertreatment system, it is replacing, or if this is unknown, the model year of the vehicle or equipment in which it is to be used.

New Cummins Engines-Parts-Components-Accessories

Cummins Power South(CPS) will administer the warranty of Cummins Inc. for new Cummins engines and parts and will administer the warranties for other manufacturers of new engines, equipment, accessories and components which are sold by CPS in the event of defect in such items only such manufacturers warranties will apply. Copies of warranty certificates provided by the equipment manufacturers are available upon request.

Rebuilt Engine Warranties Diesel Recon Co. Rebuilt Exchange Engines

CPS will administer the warranty of Diesel Recon Co. for Diesel Recon Co. rebuilt engines. In the event of defect in such engines only the Diesel Recon Co. warranty will apply. A copy of the Diesel Recon Co. warranty certificate is available upon request.

Rebuilt Engine Warranties CPS Rebuilt Exchange Engines

CPS warrants any CPS rebuilt exchange engine sold by it to be free from defects in materials and workmanship under normal use and service for one year from the date of delivery to the first retail purchaser or 100,000 miles or 3.600 hours of operations, whichever occurs first, its obligation under this warranty being limited to repair or replacement, at CPS's option of any defective part or parts. This warranty covers 100% parts and labor, less warranty limitations for six months or 50,000 miles at which time labor is prorated to 50% of the remainder of the one year or 100,000 mile warranty.

Exchange components Warranties Recon and Other Exchange Components

CPS will administer Diesel Recon Co. exchange component warranties as well as the warranties of other manufacturers of exchange components, which are sold by us. In the event of defect in such items, only such manufacturer warranties will apply. Copies of warranty certificates provided by the component manufacturer are available upon request.

Exchange Components Warranties CPS Rebuilt Exchange Components

CPS warrants any CPS rebuilt exchange components sold by it to be free from defects in materials and workmanship under normal use and service for six months from the date of delivery to the first retail purchaser, its obligations under this warranty being limited to repair or replacement, at CPS's option, of any defective component. CPS warrants any rebuilt exchange (DX) cylinder heads to be free from defects in material or workmanship under normal use and service for a period of three months from the date of sale to the first retail purchaser or 25,000 miles, whichever first occurs.

General Service Work Warranty

CPS warrants repair work performed by CPS to be free from defects in workmanship under normal use and service for three months or 25,000 miles or 900 hours of operation whichever occurs first, its obligation under this warranty being limited to repair or replacement, at CPS's option, of any parts damaged as a result of faulty workmanship.

Due to possible internal defects CPS will not warranty reused magnafluxed parts.

Parts left in the equipment or reused in the recondition of equipment and any portions of the equipment not affected in the reconditioning of the equipment will be covered only by previous warranties, if any.

Warranty Procedure

All Parts supplied and repair work done by CPS which may be the subject of any manufacturer's warranty will be billed to the owner by CPS and shall be paid for in the normal manner while a warranty claim is being initiated with the manufacturer an the alleged defective parts are being examined. If and when CPS receives a credit form the manufacturer as a result of warranty this credit will be credited to the owner of the equipment.

Warranty Limitations

CPS shall in no event be liable for failures resulting from owner or operator abuse or neglect such as operation without adequate coolant, fuel or lubricants, overfueling, overspeeding, lack of maintenance of lubricants, fuels, cooling, or air intake systems, improper storage, starting, warm-up, run in or shut down practices.

CPS shall in no event be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc; communication expenses meals, lodging and incidental expenses incurred by owner or employees of owner "down-time" expenses, overtime expenses, cargo damages and all business costs and losses of revenue resulting from a warrantable failure.

CPS shall in no event be liable for failures resulting from improper repair by others or the use of parts not approved by CPS.

The warranties set forth above are the sole warranties of CPS and are in leiu of any other warranties. There are not other warranties of merchantability and fitness for a particular purpose. CPS shall not be liable in any event for any incidental or consequential damages. It's only obligations under its limited warranty being those set forth above. No oral or written statements or representations shall be binding upon CPS unless endorsed hereon and signed by CPS's authorized representative.

Affirmative Action

Cummins Power South is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference.

USED, REBUILT or RECONDITIONED PARTS

Rebuilt or Reconditioned components will be noted with a suffix of `RX', `NX or `DX' in the line item part number. CPS will reuse original parts as deemed appropriate, However, CPS will not sell and or install used parts unless specifically agreed to with the buyer and so noted on estimates and invoices.

EMPOWERING THE LIFE OF YOUR BUSINESS

PRIME POWER

Prime Power Services, Inc. | Atlanta, GA | Charlotte, NC | Raleigh, NC | Main #: (800) 741-0128 | Emergency #: (855) 436-7774

FORMAL QUOTATION

QUOTE DATE:	QUOTE #:	ACCOUNT #:
December 20, 2016	QUO-12824	100373

QUOTED TO:	SITE ADDRESS
CARTERSVILLE SEWER/WATER Daniel Duke dduke@cityofcartersville.org 6787215474	Cartersville Sewer/Water 102 Walnut Grove Cartersville, GA 30120

Dear Mr. DUKE,

Prime Power Services, Inc. is please to present the below proposal for you to review and approve:

DESCRIPTION:

This quote is to perform work for unit model 3406 serial 4ZR03378.

- Remove radiator assembly and install one (1) new core
- Install two (2) new tank gaskets on radiator and re-install
- Replace the used coolant with new extended life coolant
- Dispose of all old materials per EPA guidelines

Current estimated lead time is 1-2 weeks from time of order

PRICING:

ITEM:	PRICE:
Labor	$2,107.00
Materials	$8,001.92
Total before taxes (USD)	$10,108.92
Taxes @ 0.00	$0.00
Total Including Taxes	**$10,108.92**

Maintenance services to be performed during regular business hours.

PAYMENT TERMS:

Payment Terms Net 15 (For your convenience, we accept VISA.)
This quote is valid for 30 days.

Prime Power reserves the right to bill for materials if excessive delays result from customer decision. Cancellation and restocking fees may apply if work is cancelled after issue of authorization.

Item # 7

EMPOWERING THE LIFE OF YOUR BUSINESS

Prime Power Services, Inc. | Atlanta, GA | Charlotte, NC | Raleigh, NC | Main #: (800) 741-0128 | Emergency #: (855) 436-7774

This quote is a binding offer, which you may accept by signature of an authorized representative and faxing a copy to (770) 739-9509. We and you shall be entitled to rely upon a copy or facsimile signatures as sufficient evidence of a binding execution of our written agreement. All of the terms and conditions set forth in this quote and in the attached *Terms and Conditions of Sale* shall apply to the contract, and no other conditions shall apply.

Should you have any questions or require additional information, please do not hesitate to contact me. We look forward to this opportunity to be of further service to Cartersville Sewer/Water.

Sincerely,

Prime Power Services, Inc.
Jeremy Captain
Office: 770-739-2300 x294
Cell:
jcaptain@primepower.com

ACCEPTED BY:

QUOTE #:	**BILLING ADDRESS:**
QUO-12824	CARTERSVILLE WATER DEPT. P.O. BOX 1390 CARTERVILLE, GA 30120
Please verify that your billing address is correct. ☐ Yes ☐ No (If no, please provide correct address below)	
Billing Contact:	**Contact #:**
Email:	**Fax #:**
Street Address:	
Can the invoice be emailed? ☐ Yes ☐ No (If yes, please provide email address below)	
Invoice Email:	

The above offer of goods and services is accepted under the *Terms and Conditions of Sale* of Prime Power Services, Inc.

Authorized Signature: ____

Print Name: ______________________________ **Title:** ____________________

Date Signed: _____________________________ **PO#:** ____________________

Item # 7

EMPOWERING THE LIFE OF YOUR BUSINESS

Prime Power Services, Inc. | Atlanta, GA | Charlotte, NC | Raleigh, NC | Main #: (800) 741-0128 | Emergency #: (855) 436-7774

Terms and Conditions of Sale

The following are the terms and conditions under which Prime Power Services, Inc. ("Seller") agrees to sell its Products and Services to the purchaser specified on the reverse side hereof ("Buyer").

1. Quotations. Quotations furnished by Seller shall be valid for ninety (90) days from date of issuance, unless otherwise specified therein.

2. Orders and Acceptances. No purchase order of Buyer (whether or not in response to a quotation furnished by Seller) shall become a binding obligation of Seller unless it is in writing and until Seller has approved in writing and accepted such order at its offices in Austell, Georgia. Seller will confirm its acceptance by issuing a written confirmation or order acknowledgment. Seller's written sales agreement, acceptance of Buyer's order or any amendment thereto shall not be effective for sales with a sales price (including an aggregate sales price for installment or related sales) in excess of five thousand dollars ($5,000) unless evidenced in writing and signed on Seller's behalf by one authorized officer or agent of Seller. Seller's acceptance of any order from Buyer is subject to and includes the terms and conditions of sale set forth herein, and is expressly conditioned upon Buyer's assent to any terms and conditions hereof which are additional to or different from the terms and conditions in any such order of Buyer. Buyer's assent to the terms and conditions hereof shall be conclusively presumed by Buyer's failure to object in writing to Seller's agreement of sale or confirmation within ten days of receipt, or by Buyer's acceptance of delivery of Products (or performance of Services) from Seller. No provision of any purchase order or expression of acceptance of Buyer that conflicts with the terms hereof or which would create any additional obligation or liability for Seller shall have any force or effect, and notice of objection to same is hereby given by Seller.

3. Changes and Cancellations. Purchase orders may not be changed or cancelled by Buyer without the written approval of Seller. Seller reserves to its sole judgment and discretion when and under what circumstances it will approve any such change or cancellation. Without limiting the foregoing, changes may be approved if timely and an equitable adjustment is made in the purchase price and requested ship/performance dates, and cancellations may be approved if Seller is reimbursed for all costs and expenses incurred by Seller in connection with performing or preparing to perform under such order, as well as losses such as overhead and profit. Seller reserves the right, by written notice to Buyer, to change or cancel the sale of Products or Services, without liability to Seller, in the event of the happening of an event of default. (See Section 8)

4. Prices. Unless otherwise agreed in writing by Seller, all prices of Products are F.O.B. Seller's plant, Austell, Georgia (or other place of manufacture), and are exclusive of all freight and packing and unpacking charges and all applicable taxes (including, without limitation, state and local sales, use and ad valorem taxes) and duties and fees imposed by any governmental authority (excluding any taxes measured upon Seller's net income), which are the responsibility of, and shall be paid by, Buyer (unless satisfactory evidence of exemption is provided to Seller). To the extent Seller has a legal obligation to collect and remit any such taxes, duties and fees, such charges will appear as a separate item on the invoice to Buyer. Seller's rates and charges for Services, and policy regarding reimbursable expenses, are as described in written fee schedules of Seller in effect from time to time (a current copy of which will be provided to Buyer upon request). Unless otherwise agreed in writing by Seller, prices are firm for the Products and Services only through the requested ship/performance dates appearing on the reverse side hereof. Seller reserves the right thereafter to increase the price to Seller's then-prevailing price.

5. Invoices and Payment. Subject to any contrary provision on the reverse side hereof, and Section 6 below, the purchase price for Products and Services sold hereunder, and all other amounts due to Seller, shall be due and payable in full invoice amount (in U.S. dollars) at Seller's office in Austell, Georgia as noted above after the date of invoice. Seller shall be entitled immediately to invoice Buyer for Products as to which Buyer fails or refuses for any reason to accept delivery on the delivery date specified on the face hereof, and Buyer will pay all costs incurred by Seller as a consequence of the failure or refusal to take delivery, including, without limitation, reasonable charges for storage and handling. Any check or remittance received from or for the account of Buyer may be accepted or applied by Seller against any indebtedness or obligation owing by Buyer, as shown by the books and records of Seller, without prejudice to or the discharge of the remainder of any such indebtedness or obligation, regardless of any condition, proviso, statement, legend or notation appearing on, referring to or accompanying such check or remittance.

A service charge equal to the lesser of (i) 1½% per month and (ii) the maximum rate permitted by applicable law may be imposed, at Seller's option, on all amounts which are past due hereunder, until paid. Time is of the essence with regard to all payments due to Seller. Should Buyer become delinquent in the payment of any amount due hereunder, Seller, at its option and upon notice to Buyer, may suspend performance under any outstanding order. In the event any payment due Seller is collected by or through an attorney-at-law or a collection agency, Buyer agrees to pay all costs of collection, including, but not limited to, all court costs and reasonable attorneys' fees.

6. Credit. If Seller extends credit terms under the Sales Agreement, then it reserves the right to change or rescind the credit terms at any time and from time to time upon notice to Buyer when, in the opinion of Seller, Buyer's financial condition, credit standing or payment record so warrants. In such event Seller may require partial or full cash payment in advance of production or shipment, cash on delivery, or such other guarantees and assurances as may be satisfactory to Seller.

7. Security Interest. To secure the performance of Buyer's obligations hereunder, Seller reserves, and Buyer grants to Seller, a security interest in all Products sold hereunder, and in all proceeds thereof (including accounts receivable), until payment of all amounts due to Seller. Buyer agrees to execute and deliver, upon request by Seller, such financing statements and other documents as may be necessary for Seller to perfect and maintain the security interest provided herein. Buyer hereby appoints Seller as Buyer's attorney in fact with full power to execute in Buyer's name and stead and to record financing statements and such other documents as deemed appropriate by Seller to evidence Seller's security interest in the Products.

8. Default. Buyer shall be in default under the Sales Agreement upon the occurrence of any of the following events: (i) insolvency of Buyer, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the filing of an involuntary petition to have Buyer declared bankrupt, (iv) the appointment of a receiver or trustee for Buyer, (v) the execution by Buyer of an assignment for the benefit of creditors, (vi) the discontinuance of business by Buyer, (vii) the sale by Buyer of the bulk of its assets other than in the usual course of business, (viii) the failure by Buyer to make any payment under the Sales Agreement when due or to comply with any other material term or condition of the Sales Agreement.

If Buyer is in default hereunder, Seller, in addition to any other rights it has under applicable law and any other provision of the Sales Agreement, shall have the right to do any one or more of the following: (i) cease or suspend its performance under the Sales Agreement; (ii) cancel the Sales Agreement as to any Products not then delivered; (iii) declare, without demand or notice of any kind, the entire outstanding balance owing by Buyer for Products already delivered or Services already performed under the Sales Agreement immediately due and payable, whereupon the same shall become immediately due and payable; (iv) recover damages arising from Buyer's default, including, without limitation, costs and lost profits associated with Products not yet delivered, (v) recover all costs of collection, including reasonable attorneys' fees; and (vi) exercise all rights available to an aggrieved Seller and/or a secured party under the Georgia Uniform Commercial Code. Buyer hereby waives any and all rights to notice and hearing prior to seizure of the Products upon Buyer's default. Seller's rights hereunder shall be cumulative and in addition to any and all other rights available to Seller under applicable law.

9. Shipment. Unless otherwise agreed in writing by Seller, all Products sold hereunder shall be delivered F.O.B. Seller's plant, Austell, Georgia (or other place of manufacture). Delivery dates specified in the Sales Agreement or confirmation, or otherwise specified by either party, shall be deemed to be estimates and not guaranteed and are, in all cases, *ex* manufacturing plant. Seller agrees to ship the Products by such means of shipment and with such carrier as Buyer may designate to Seller in writing (or as Seller may select in the absence of a timely designation by Buyer or timely pick-up by Buyer's designated carrier). The amount and payment of all freight charges and other expenses of shipment shall be the responsibility of Buyer and, unless otherwise specifically agreed by Seller, shall be paid by Buyer directly to the carrier. Under no circumstances shall Seller be obligated to obtain insurance on Buyer's behalf unless Seller expressly agrees in writing to do so. Buyer shall bear all risk of loss or damage to the Products after delivery to the carrier at the point of shipment. Anything to the contrary in a purchase order or confirmation notwithstanding, risk of loss also shall pass to Buyer upon the occurrence of any of the following events: (i) Buyer is unable or refuses to accept delivery on the delivery date for the shipment specified on the confirmation; or (ii) Products are identified and ready for delivery in accordance with the Sales Agreement and Buyer has failed to furnish Seller with shipping instructions; or (iii) Buyer has paid the entire purchase price for identified Products prior to delivery.

10. Witness Testing and Inspection. Seller may make available to Buyer, prior to delivery of Products, at Seller's plant, or other location designated by Seller, Seller's standard testing of the Products for witness by Buyer. Buyer shall inspect the Products promptly upon each delivery thereof. The Products will be deemed accepted upon delivery unless Buyer provides written notice of rejection to Seller within 20 days after delivery of the Products. provided, however, that if Seller's Services include "turn-key" installation and start-up, the Products (and related Services) will be deemed accepted at the installation site upon successful conclusion of Seller's standard start-up procedures. Such acceptance is without prejudice to the warranty rights afforded Buyer hereunder.

11. Site Preparation. Seller shall be under no obligation to perform Services at the project site, including turn-key installation, unless the site (and subject equipment of Buyer) is properly prepared. Seller may refuse to provide Services (without such refusal constituting a breach hereunder) if, in Seller's opinion, conditions at the project site represent a hazard to the safety or health of any person. Seller reserves the right to require the presence of a representative of Buyer (or the project owner) at any time during the performance of Services at the site.

12. Infringement. Except as otherwise provided below, Seller shall defend or settle, at its expense, any claim (or action) brought against Buyer alleging that the design or programming of any Products sold hereunder infringes a U.S. copyright or the claims of any U.S. patent owned by any third party, and shall indemnify Buyer for all direct damages and costs finally awarded against Buyer in connection therewith, provided that Buyer provides Seller with prompt written notice of such claim and affords

Seller reasonable assistance and the sole authority to defend or settle such claim.

In the defense or settlement of any such claim, Seller may, at its option, obtain for Buyer the right to continue using the Products sold hereunder, replace such Products with other non-infringing products, modify such Products so that they become non-infringing, or refund the depreciated value (purchase price, less a reasonable allowance for use) of such Products and accept the return of same.

Notwithstanding the foregoing, Seller shall have no obligation or liability for any infringement or alleged infringement of any patent, copyright or other intellectual property right resulting from (i) compliance with Buyer's design (or programming) specifications or instructions, (ii) unauthorized modification of the Products, (iii) the use of the Products other than as specified in relevant Seller operational manuals, or (iv) the use of the Products in combination with any products not supplied by Seller (to the extent such infringement or alleged infringement results from such combination). In each such case Buyer shall owe the above-described indemnity and defense obligations to Seller.

The foregoing states the entire obligation and liability of Seller to Buyer for infringement of intellectual property rights by Products furnished hereunder.

13. Specifications. Unless otherwise expressly agreed in writing by Seller, Seller shall not be liable to Buyer, based on the use thereof by Seller in the Products or Services provided, for the appropriateness or fitness for a particular purpose of components specified by Buyer to be used by Seller in such Products or Services. Seller shall not be liable to Buyer based upon any plans or specifications of Buyer or any third party, whether or not delivered to Seller, or for any errors or omissions in said plans and specifications and for the failure of the Products covered by this contract to conform to said plans and specifications.

14. Limited Warranty. Seller warrants that: (a) all Products sold hereunder will be new and unused (unless otherwise indicated), and will adhere to manufacturer's warranty on parts and 90 days labor from date of delivery: and (b) all Services provided by Seller hereunder will be performed in a good and workmanlike manner.

If any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller will, at its option, either repair the defective Product (or component) without charge for parts and labor, or will provide a replacement Product (or component) in exchange for the defective Product (or component). Buyer shall be responsible for shipping and other transportation costs. Under no circumstances may Buyer return any Product or component to Seller without Seller's prior written authorization.

Any Services provided by Seller that prove to be defective within 90 days after the date such Services were provided, shall be promptly corrected by Seller upon receipt of written notice from Buyer to do so (unless Buyer has previously confirmed in writing its acceptance of such Services).

Buyer shall be responsible for travel, lodging and reasonable expenses of Seller's service personnel for on-site warranty service. If Seller is unable, within a reasonable time, to repair or replace any Product (or component), or correct any Service, to a condition as warranted herein, Buyer shall be entitled to a refund of the purchase price of such Product or component (upon return of the Product or component to Seller) or Services.

Supplemental warranty information may be provided by Seller with respect to certain Products or Services. Seller also will assign to Buyer, upon Buyer's written request, any assignable warranties provided to Seller by manufacturers or suppliers of components utilized in Products sold by Seller hereunder. Seller's undertaking to effect such assignment is contingent upon Buyer reimbursing Seller for any expenses associated therewith.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING (BUT NOT BY WAY OF LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS OR SERVICES FOR ANY PARTICULAR PURPOSE, AND HEREBY DISCLAIMS THE SAME.

15. Exclusions from Warranty. The limited warranty provided in Section 14 above shall not apply to, and Seller gives no warranty against, any damage, defect or failure created by or arising from: (i) improper or inadequate maintenance (unless and to the extent Seller is responsible for providing such maintenance), (ii) Buyer supplied parts or components, or connection of the Products to incompatible equipment, (iii) operation of the Products outside of environmental specifications (including above the Products' rated capacity or voltage), (iv) misapplication, misuse, neglect or alteration of the Products, (v) attempts by anyone other than Seller to install, repair or service the Products, or (vi) accidents, acts of God or any other cause or occurrence beyond the control of Seller.

Seller makes no warranty regarding used components or used Products provided hereunder, and all such used components and used Products are sold as is. Seller shall not be responsible for, nor liable for any damages resulting from, the failure of any component supplied by Buyer or any third party and installed, serviced or repaired by Seller, except Seller's limited warranty in Section 14 will apply to such a failure caused solely by Seller's negligence in performing the installation, servicing or repair.

16. Limited Liability. In no event (regardless of the legal theory asserted) shall Seller be liable for loss or for any indirect, special, incidental or consequential damages (including, without limitation, lost profits and business interruption expenses) arising out of or in connection with the sale, delivery, nondelivery, installation, maintenance, specification, recommendation, condition, possession or use of the Products or Seller's provision of Services, even if Seller has been advised of the possibility of such loss or damages. In no event shall Seller's liability under any claim made by Buyer, including any claim under warranty, exceed the purchase price actually paid by Buyer for the Products or Services in respect of which such claim is made.

No action may be brought against Seller for breach or default under this Sales Agreement more than one year after the cause of action has arisen.

17. Confidentiality. Buyer acknowledges and agrees that Seller may provide Buyer with copies of designs, plans, drawings, schematics, start-up and operating instructions and information relating to component or system programming in connection with the sale of Products, or the installation, use, servicing and maintenance thereof, which are the property of Seller and constitute confidential and proprietary information of Seller (and will be indicated as such). Buyer agrees to return such materials and information to Seller immediately upon Seller's request, and to keep all such information confidential and not disclose any such information to any third party without Seller's prior written consent. Buyer further agrees not to copy, disseminate or use any such information except in connection with the use and operation of Products purchased from Seller.

18. Force Majeure. Seller shall not be liable for any failure or delay in performance hereunder if caused, directly or indirectly, by acts of God, civil insurrection, wars, sabotage, fires, floods or other unavoidable casualty, governmental laws, ordinances, rules, regulations, treaties, orders or other restrictions, labor disputes or shortages (including, but not limited to, strikes, lockouts and slowdowns), accidents, delays in transportation, supply shortages, delays in delivery or other failure to perform by any supplier or subcontractor of Seller, or any other event or contingency beyond the reasonable control of Seller. If, as a result of any such contingency, performance by Seller is delayed, the original period for performance shall be extended for a reasonable period of time (equal at least to the period of time lost by reason of the delay) to allow for completion of performance. If, due to any contingency as above described, Seller is unable to supply the total demands for any Products specified in the Sales Agreement, then Seller shall have the right to allocate its available supply among its customers in a fair and equitable manner.

19. Compliance with Laws and Rules. Each of Buyer and Seller agrees to comply with all applicable laws and regulations in connection with the performance of their respective obligations hereunder. Without limiting the foregoing, Buyer will not export, directly or indirectly, any Product purchased hereunder without first obtaining all necessary permits and authorizations from the United States government. Seller further agrees to comply with all reasonable rules and regulations disclosed to it by Buyer (or other project owner) relating to the conduct of Seller's personnel while on Buyer's (or the project owner's) premises.

20. Miscellaneous. (a) Assignment. Buyer may not assign or otherwise transfer any of its rights or delegate any of its obligations under this Sales Agreement without the prior consent of Seller. The Sales Agreement shall inure to the benefit of Seller's successors and assigns. (b) Governing Law. This Sales Agreement, and the rights of the parties hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code. (c) No Waiver. The failure of Seller at any time, or for any period of time, to enforce any provision of this agreement shall not be construed as a waiver of such provision or the right of Seller thereafter to enforce each and every provision hereof. The rights and remedies available to Seller hereunder shall be in addition to, and not in limitation of, all other rights and remedies available to Seller at law or in equity. (d) Notices. All notices required or authorized hereunder shall be given in writing and shall be deemed delivered upon receipt if delivered personally or by courier or telecopy, and three days after the date of postage if sent by registered or certified mail. Facsimile signatures of the parties are valid for all purposes under this agreement. (e) Severability. The provisions hereof are severable. If any provision shall be held to be illegal or unenforceable, the remaining provisions hereof shall continue in full force and effect. (f) Entire Agreement. These Terms and Conditions of Sale together with any other terms and conditions set forth on the face hereof constitute the sole and entire agreement (herein referred to as the "Sales Agreement") between Buyer and Seller with respect to the subject matter hereof and supersedes all prior discussions and agreements between the parties concerning the Products and Services. Buyer represents and warrants that it is not relying on any promises, covenants, representations, or agreements other than as expressly set forth herein and on the face hereof in entering into the Sales Agreement. The Sales Agreement shall not be modified or amended except pursuant to a written document signed by the parties hereto. As used herein, "Seller" means Prime Power, Inc., "Buyer" means the customer shown on the face hereof and "Product(s)" and "Service(s)" mean, respectively, the good(s) and services(s) described on the face hereof.

8225 Troon Circle, Austell, GA 30168

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Apex Drive Water Main

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recomendation:	Department of Transportation (DOT) road improvements to the HWY 41/411 interchange have added several feet of fill dirt the Apex Dive area in addition to extensive changes in road alignment. As a result of those changes we need to install approximately 1,300 linear feet of 12-inch and 8-inch water main to service the area. The following bids were received on January 5, 2017 for the project: C.H. Kirkpatrick $79,699.36 T.J. Lyle $83,330.00 C&L Contractors $94,895.00 Unity Construction $119,344.00 I recommend the C.H. Kirkpatrick bid in the amount of $79,699.36. This is a budgeted project and will be paid through account 505.3320.54.3399 – Apex Drive Water Main Relocation – DOT.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted project and will be paid through account 505.3320.54.3399 Apex Drive Water Main Relocation DOT.
Legal:	
Associated Information:	

Item # 8

Cartersville Water Department

Hwy 41/411 Connector

Waterline Replacement

Apex Drive

BID SHEET

Name of Company: T. J. Lyle And Company Inc.

Lump Sum Price: $83,333.00 | Eighty three Thousand Three Hundred Thirty Three Dollars.

Additional GAB Backfill (price per ton, minimum 20 tons): $43.00/Ton

Rock Excavation (price per cubic yard): $80.00/cyd.

Signature: [signature]

Printed Name: Tony Lyle

Title in Company: Owner

Date: Jan. 5th 2017

Cartersville Water Department

Hwy 41/411 Connector

Waterline Replacement

Apex Drive

BID SHEET

Name of Company: UNITY CONSTRUCTION CO., INC.

Lump Sum Price: $119,344.00

Additional GAB Backfill (price per ton, minimum 20 tons): $30.00

Rock Excavation (price per cubic yard): $150.00

Signature: Alan R. Hamby

Printed Name: ALAN R. HAMBY

Title in Company: CORPORATE SECRETARY

Date: 01/05/2017

Cartersville Water Department

Hwy 41/411 Connector

Waterline Replacement

Apex Drive

BID SHEET

Name of Company: Corley contractors, Inc. bda C&L Contractors

Lump Sum Price: $94,895.00

Additional GAB Backfill (price per ton, minimum 20 tons): $45.00

Rock Excavation (price per cubic yard): $110.00

Signature:

Printed Name: Chris Corley

Title in Company: President

Date: Jan. 05,2017

Cartersville Water Department

Hwy 41/411 Connector

Waterline Replacement

Apex Drive

BID SHEET

Name of Company: C. H. KIRKPATRICK & SONS WELDING SERVICE INC.

Lump Sum Price: $79,699.36

Additional GAB Backfill (price per ton, minimum 20 tons): $35.00 TN.

Rock Excavation (price per cubic yard): $75.00 C.Y.

Signature:

Printed Name: C. H. KIRKPATRICK, JR.

Title in Company: PRESIDENT

Date: 1-5-17

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Everbridge - Mass Communication System

SubCategory:	Bid Award/Purchases
Department Name:	City Admin
Department Summary Recomendation:	This is the invoice for the renewal of our mass communication system with Everbridge. The total is $6,825.00. This is a budgeted item.
City Manager's Remarks:	Your approval of this invoice is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

everbridge
500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA
tel: 888.366.4911
fax: 818.484.2299
www.everbridge.com

QUOTATION

Quote Number: 00027589
Confidential

Prepared for: Rebecca Bohlander
City of Cartersville
1 N Erwin St
Cartersville, GA 30120-3121
770-387-5612
rbohlander@cityofcartersville.org

Quotation Date: October 31, 2016
Quote Expiration Date: January 28, 2017
Rep: Matt Severance
matt.severance@everbridgemail.com

Contract Summary Information

Contract Period: 1 Year
Contract Optional Years: 2 Years
Contract Start Date: January 29, 2017
Contract End Date: January 28, 2018

MN Contacts up to: 23,740
MN Households up to: 9,166

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	$6,825.00	$6,825.00

PREMIUM FEATURES / USAGE

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Additional Organization	Recurring	1	$0.00	$0.00

everbridge
500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA
tel: 888.366.4911
fax: 818.484.2299
www.everbridge.com

QUOTATION

Quote Number: 00027589
Confidential

Pricing Summary:	
Year One Fees*:	$6,825.00
One-time Implementation and Set Up Fees:	$0.00
Total Year One Fees:	**$6,825.00**
Optional Year(s) Ongoing Annual Recurring Fees:	$6,825.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

Authorized by Everbridge:

01/12/2017
Signature **Date**

Phillip E. Huff VP Controller
Print Name **Title**

To accept this quote, sign, date and return:

Authorized Signature **Date**

Print Name **Title**

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Optical Time Domain Reflectometer

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The Optical Time Domain Reflectometer (OTDR) is essential for fiber damage and quality testing which means in the case of a fiber break this device will tell us the exact distance from the source to damage. It also tells us the (quality) amount of light loss we have on a connection which customers such as KDL and GPW require. The current unit we have is over 8 years old, has a cracked lens and can only test single mode fiber. The OTDR unit we have selected will be able to troubleshoot all the types of fiber that we currently have in use and is available through Graybar at a cost of $9,866.59 and is recommended for your approval.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

GraybaR.
85 PEEPLES VALLEY RD SE
CARTERSVILLE GA 30121-5102
Phone: 770-386-9952
Fax: 770-386-9957

To: CITY OF CARTERSVILLE/COMM
1 ERWIN STREET
CARTERSVILLE GA 30120-3121
Attn: Jeremy
Phone: 770-387-5616
Fax:
Email:

Date: 01/11/2017
Proj Name: AFL-OTDR INFO
GB Quote #: 0226716249
Valid From: 01/10/2017
Valid To: 02/09/2017
Contact: CHARLES HOLT
Email: chuck.holt@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1 EA	AFL TELECOMMUNIC ATIO	M210E-25U-01-HC		$6,738.69	1	$6,738.69
200	1 EA	AFL TELECOMMUNIC ATIO	M210E-25K-01-HC1		$7,956.79	1	$7,956.79
300	1 EA	AFL TELECOMMUNIC ATIO	M210E-25K-01-HC2		$9,866.59	1	$9,866.59

Total in USD (Tax not included): $24,562.07

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com   24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

Item # 10

Item # 10

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Sale of Real Property

SubCategory:	Other
Department Name:	Administration
Department Summary Recomendation:	The city advertised for bids for the sale of 23.42 acres of property located on Douthit Ferry Road and one bid in the amount of $1,701,000 was received. This property was owned by the Cartersville School System and was being sold at their request. The Cartersville School Board has approved of the winning bid and recommends approval of the sale of this property to David Dial in the amount of $1,701,000.
City Manager's Remarks:	Your approval of the sale of this property is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

David Dial

3468 Mill Bridge Dr
Marietta, GA 30062
(404)876-2700
ddial@wwhgd.com

January 5, 2017

Dan Porta, Assistant City Manager
City of Cartersville
1 North Erwin St
Cartersville, GA 30120

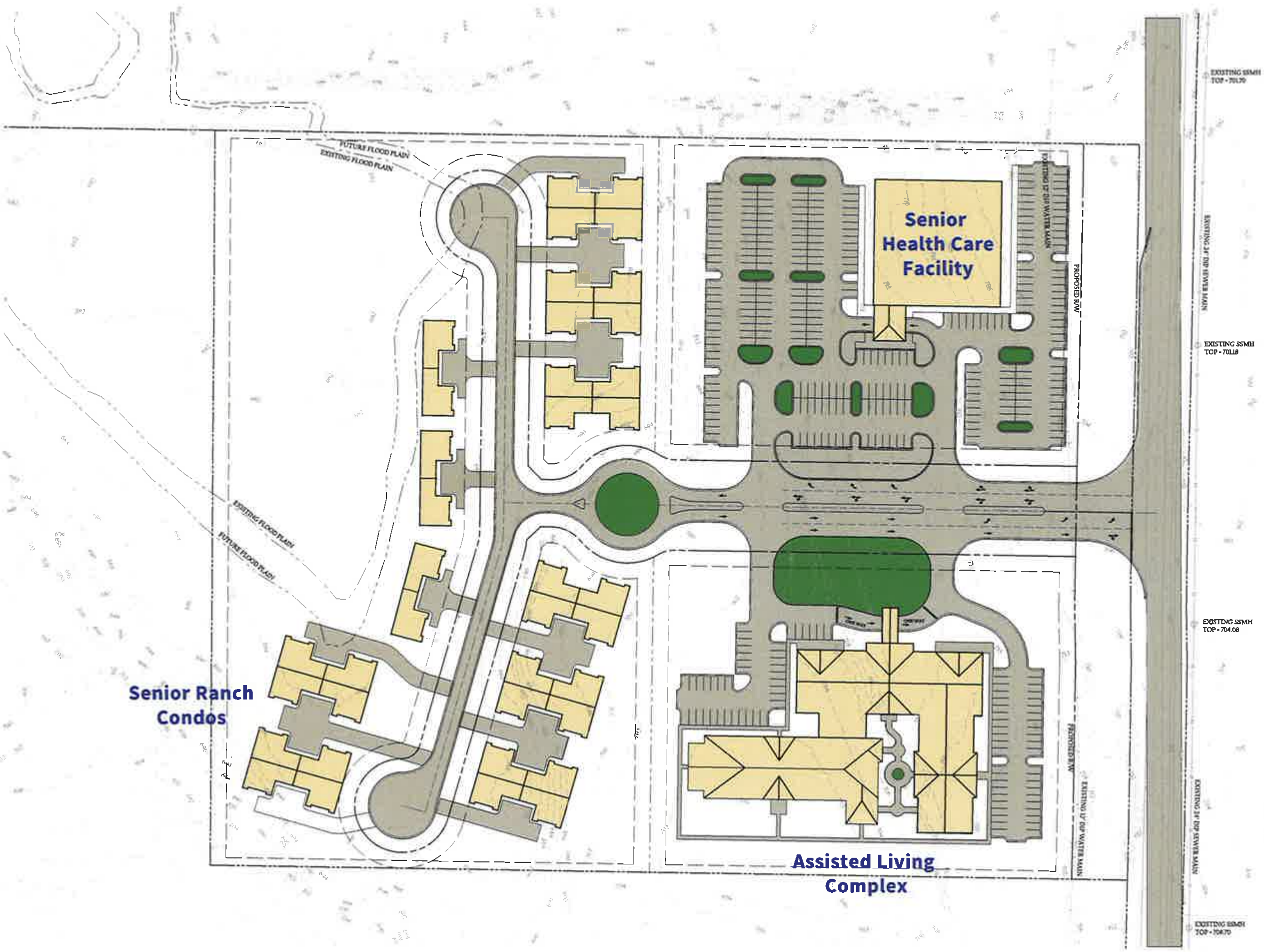
Dear Mr. Porta,

As you will see in the attached proposed layout, it is my hope to develop the tract using the recently amended zoning of PI. I plan to bring an Assisted Living Facility to the southeastern portion of the property that fronts Douthit Ferry Rd and is adjacent to the current Bartow County Senior Aquatic Facility. The southwestern portion of the property could be a senior Independent Living product(actual product TBD) that would have "crossover" amenities with the Assisted Living. In the northeastern portion I hope to bring a medical facility(a satellite campus) of a larger hospital system that would have 18-20 beds. Finally, the northwestern quadrant could have an on-site detention pond with a potential senior walking trail.

I am fully ready to close the purchase within the confines of this bid package, and I look forward to hearing the results.

Best regards,

David Dial



Prepared Exclusively for David Dial

STATE OF GEORGIA
COUNTY OF BARTOW

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT, entered into this 5th day of January, 2017, by and between the City of Cartersville, Georgia and City of Cartersville School Board (collectively hereinafter referred to as "Seller") and David A. Dial (hereinafter referred to as "Purchaser").

RECITALS:

A. Seller is the owner of a tract or parcel of real property being Bartow County Tax Parcel C004-0001-003, containing 23.420 acres, City of Cartersville, Bartow County, Georgia 30120 (hereinafter referred to collectively as the "Property") more specifically set forth in Exhibit "A" attached hereto and incorporated herein by reference.

B. This Agreement is to be a part of a sealed bid to be submitted to the City of Cartersville by January 5, 2017, at 11:00 am. The seal bid must be a minimum of One Million Seven Hundred Thousand ($1,700,000.00) Dollars to be considered.

C. The Property shall contain deed restrictions, restricting it to P-I uses in the City of Cartersville only.

D. Purchaser desires to purchase the Property and Seller desires to sell the Property under the terms and conditions as set forth herein:

FOR AND CONSIDERATION of the sum of Ten ($10.00) Dollars, the mutual covenants contained herein, and for the other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. <u>PURCHASE PRICE</u>

The purchase price for the Property shall be ONE MILLION SEVEN HUNDRED ONE THOUSAND AND NO/100 DOLLARS ($1,701,000.00) (hereinafter referred to as the "Purchase Price") which shall be paid in all cash at Closing.

2. <u>CLOSING</u>

The closing ("Closing") shall occur within five (5) business days of the Mayor and City Council selecting the winning bid on January 19, 2017, at the offices of Archer & Lovell, PC, 336 South Tennessee Street, Cartersville, Georgia 30120, or such other designated location.

3. EARNEST MONEY

Earnest money in the form of a bid bond for five (5%) percent of the total purchase price or certified funds in the amount of five (5%) percent of the total purchase price shall be submitted with this Agreement to be held in escrow until closing or determination that said bid has been denied. Said funds shall be held by Archer & Lovell, PC in escrow. Said funds shall either be credited at closing or refunded at closing as appropriate.

4. CLOSING COSTS

Purchaser shall pay all closing costs incident to the transaction contemplated herein including, but not limited to, title examination, attorney's fees, recording fees and intangible tax, and the State of Georgia transfer tax on the warranty deed.

5. SURVEY

5.1 Purchaser, at its option, may cause to be prepared, at Purchaser's expense, an accurate survey of the Property by a surveyor registered under the laws of the State of Georgia (hereinafter referred to as the "Survey").

5.2 Should any survey of the property reveal a different legal description from that contained in Exhibit "A", Seller shall only be required to deliver a warranty deed containing that legal description in Exhibit "A", and Seller shall deliver a quit claim deed containing the revised legal description.

6. CONVEYANCE OF TITLE

6.1 At the Closing, Seller shall convey to Purchaser "good and marketable fee simple title" to the Property by General Warranty Deed. "Good and marketable fee simple title" shall be such title as is acceptable to a reasonable purchaser using Georgia Bar Association "Title Standards", as currently published, as the criteria to marketability of the title required hereby, and is insurable by a title insurance company acceptable to Purchaser at standard rates and without exception other than the Permitted Exceptions as defined herein.

6.2 Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances with the following exceptions (which exceptions are hereinafter referred to as the "Permitted Exceptions"):

(1) current city, state, and county ad valorem property and sanitary sewer taxes not yet due and payable;

(2) general utility, sewerage and drainage easements serving the Property which do not materially interfere with Purchaser's intended use of the Property.

6.3 At Closing, Seller shall execute and deliver to Purchaser a certificate with respect to Seller's non-foreign status sufficient to comply with the requirements of Section 1445 of the Internal Revenue Code, commonly known as the Foreign Investment in Real Property Tax Act of 1980, and all regulations applicable thereto (collectively referred to as "FIRPTA").

6.4 At Closing, Seller shall execute and deliver to Purchaser an affidavit certifying that Seller is a Georgia resident or is otherwise exempt from the requirements of O.C.G.A. Section 48-7-128.

6.5 At Closing, Seller shall execute and deliver such other documents as Purchaser may reasonably require to effect or complete the transaction contemplated by this Agreement and to obtain an owner's policy of title insurance.

7. TITLE EXAMINATION

Purchaser shall have up until the date of closing in which to examine title to the Property and in which to furnish Seller with a written statement of any title objections affecting the marketability of said title other than the Permitted Exceptions. Seller shall have until Closing to satisfy all valid titled objections, and if Seller fails to satisfy such valid objections, then, at the option of Purchaser, evidenced by written notice to Seller, Purchaser (i) may choose to terminate this Agreement and receive the return of all Earnest Money, or (ii) may elect to close and shall receive the deed required herein from Seller irrespective of such title objections without reduction of the Purchase Price, except that liens, judgments of record, existing mortgages, and outstanding taxes may be paid by Purchaser at Closing out of the Purchase Price.

8. PRORATIONS

At the Closing, all ad valorem property taxes, water and sewer charges and assessments of any kind on the Property for the year of the Closing shall be prorated between Purchaser and Seller as of midnight of the day prior to the Closing. Such proration shall be based upon the latest ad valorem property tax, water, sewer charge and assessment bills available. All prepayments of Insurance shall be prorated at time of Closing.

9. INSPECTION OF PROPERTY

There shall be no inspection period, although prospective purchasers may schedule an appointment for inspection with the Assistant City Manager.

10. NOTICES

10.1 All notices, demands, deliveries of surveys, and any and all other communications that may be or are required to be given to or made by either party to the other in connection with the Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by facsimile, nationally recognized air express carrier, or sent by registered or certified mail, return receipt requested, to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith:

TO SELLER:

TO PURCHASER: David A. Dial
3344 Peachtree Road, NE
Suite 2400
Atlanta, GA 30326

10.2 For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or three (3) days after the date of postmark, if by mail, or if by facsimile that date received, shall be deemed the date of any notice, demand, or delivery.

11. CONDEMNATION/CASUALTY

If prior to the Closing of the sale contemplated herein any portion of the Property is (i) damaged by fire, or other casualty, or (ii) subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, Purchaser may elect to terminate this Agreement by giving the Seller notice to such effect within ten (10) days after receipt of notice of such occurrence [with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period], and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and Seller shall forthwith return to Purchaser all amounts paid by Purchaser as Earnest Money, whereupon this Agreement shall be terminated. If Purchaser elects not to terminate, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any property taken by eminent domain or condemnation or under threat of being so taken, shall be effected without reduction in the Purchase Price, and Seller shall, at the Closing, assign, transfer, and set over unto Purchaser all of Seller's right, title, and interest in and to any insurance proceeds or any awards paid or payable for such taking.

12. NO BROKER

Seller and Purchaser each warrant to the other that no real estate broker or agent is entitled to a commission as a result of the transaction contemplated herein. Each party hereby indemnifies and agrees to hold harmless the other from any claim by any real estate agent or broker for any commission as a result of this transaction, which claim is caused or produced by such party.

13. DEFAULT

In the event the transaction contemplated hereby is not closed because of Purchaser's default, the Earnest Money shall be paid to Seller as full liquidated damages for such failure to close pursuant to O.C.G.A. Section 13-6-7, the parties acknowledging the difficultly of ascertaining Seller's damages in such circumstances and that the amount specified as Earnest Money represents a reasonable good faith estimate by the parties of the amount of damages that Seller would incur in such event, whereupon neither party hereto shall have any further rights, claims, or liabilities under this Agreement except for the provisions which are made to survive the termination or cancellation of this Agreement. Said liquidated damages shall be Seller's sole and exclusive remedy, and Seller shall expressly not have the right to seek specific performance. In the event the transaction contemplated hereby is not closed because of Seller's default, then the Earnest Money shall be refunded promptly to Purchaser and Purchaser shall have the right to seek specific performance if any such action is commenced within ninety (90) days of termination of this Agreement.

14. SELLER'S AGREEMENTS

The Deed of Conveyance shall contain a restriction that the Property must be used as P-I as determined by the City of Cartersville Zoning Ordinance.

15. PURCHASER'S AGREEMENTS

Purchaser is buying the Property "as is". Purchaser acknowledges and agrees that (1) it has examined the Property and is familiar with the condition thereof; (2) neither Seller nor any other party acting on behalf of Seller has made any verbal or written representations, warranties, guarantees or promises whatsoever with respect to the Property including without limitation, (i) the expenses or operating costs of the Property; (ii) the income producing potential of the Property; (iii) the physical condition of the Property, including without limitation, patent or latent defects; (iv) fitness for any specific use of the Property; (v) compliance of the Property with any particular governmental statute, law, code, ordinance, regulation or rule, including without limitation, zoning, building and health codes, regulations and ordinances; (vi) the presence in, at, under or about the Property of any so-called "hazardous substances" or "hazardous wastes;" (viii) the Property must be used as P-I as determined by the City of Cartersville Zoning Ordinance, and such shall be a deed restriction.

16. ASSIGNMENT

Purchaser shall have no right to assign this Agreement without the written consent of Seller, which consent shall not be unreasonably withheld or delayed; provided, however, that Purchaser shall have the right to assign this Agreement to any person(s), partnership, or corporation, controlling, controlled by or under common control with Purchaser without the consent of Seller, and the transaction contemplated by this Agreement shall be consummated in the name of such assignee. In the event of such assignment, the assignee shall assume the obligations of Purchaser under this Agreement, and Purchaser shall have no further obligation or liability under this Agreement.

17. <u>SURVIVAL AND TERMINATION</u>

17.1 The provisions of this Agreement concerning disbursement of the Earnest Money, Purchaser's entering upon the Property and any others expressly so indicated shall survive Termination.

17.2 The terms "terminate" or "Termination" shall mean the termination of this Agreement pursuant to a right to do so provided herein. Upon termination, the Earnest Money shall be disbursed as provided herein, and the parties shall have no further rights or duties under this Agreement except as expressly provided herein.

18. <u>POSSESSION</u>

Seller shall deliver actual possession of the Property to Purchaser at Closing.

19. <u>CONTINGENCIES</u>

Not Applicable

20. <u>MISCELLANEOUS</u>

20.1 This Agreement shall be construed and interpreted under the Laws of the State of Georgia.

20.2 To the extent any rights, powers or privileges are expressly stipulated herein, such rights, powers and privileges, shall be restrictive of those given by law.

20.3 No failure of Purchaser or Seller to exercise any power given either party hereunder or to insist upon strict compliance by either party or its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms thereof. Any condition or right of termination or rescission granted by this Agreement to either Purchaser or Seller may be waived in writing by the party for whose benefit such condition or right was granted.

20.4 Time is of the essence in complying with the terms, conditions, and agreements of this Agreement.

20.5 This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties and not expressly stated herein, shall be of any force or effect.

20.6 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.

20.7 This Agreement for the sale and Purchase of Real Estate is executed by Purchaser as a part of a sealed bid action by Seller, and Seller shall execute said Agreement if Purchaser is the highest and best bid. Seller reserves the right to reject any and all bids in whole or in part.

IN WITNESS WHEREOF, Seller and Purchaser have caused this instrument to be executed under seal as of the day and year first above written.

Accepted by Seller this ___________ day of ________, 2017.

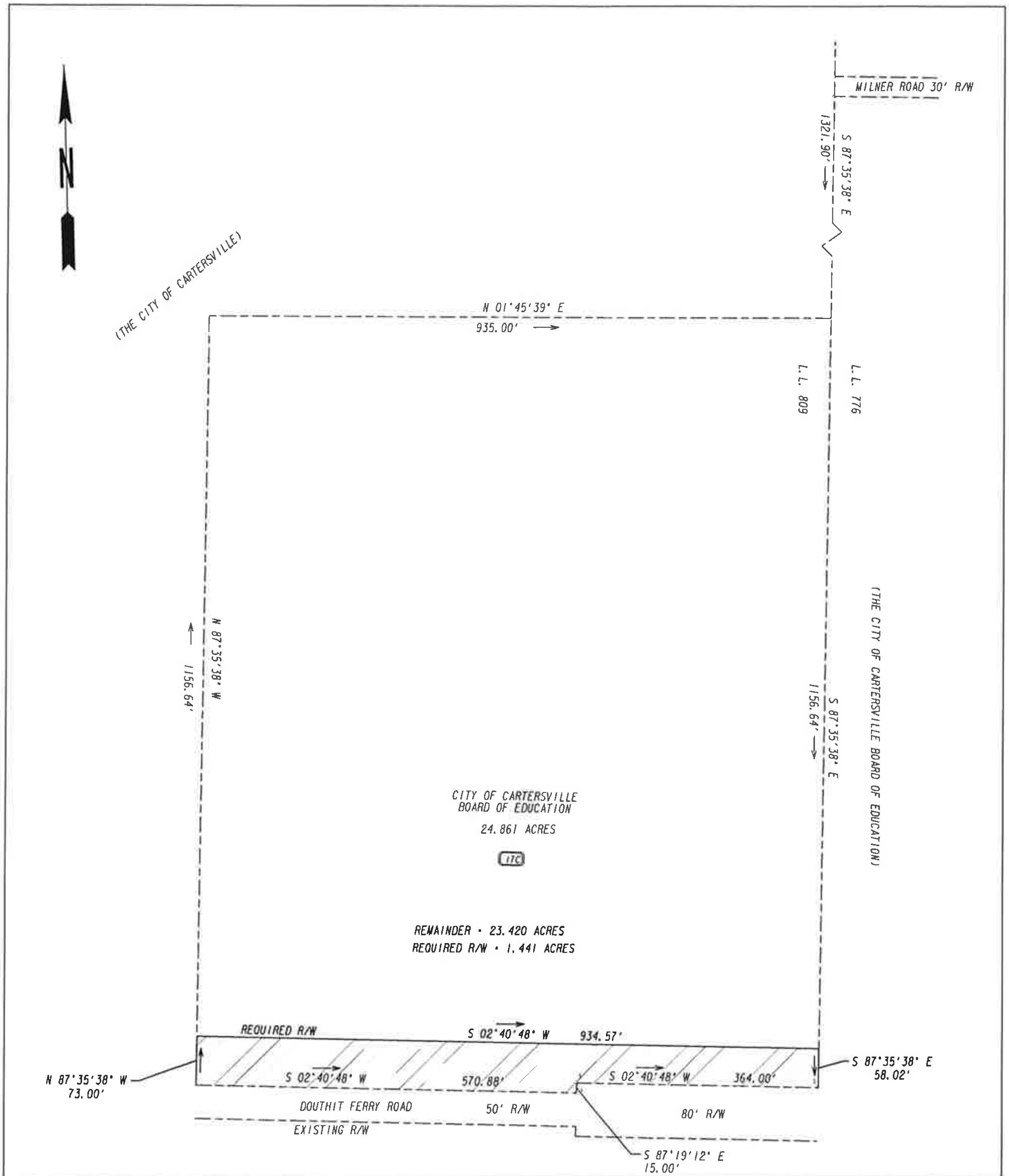
____

____

Accepted by Purchaser this 5th day of January, 2017.

____
David A. Dial

EXHIBIT “A”
(LEGAL DESCRIPTION TO BE ATTACHED)



SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

114 OLD MILL ROAD, CARTERSVILLE, GEORGIA 30120
PHONE : 770.387.0440 FAX : 770.607.5151

EXHIBIT FOR FUTURE REQUIRED RIGHT OF WAY

P. I. 0007494, DOUTHIT FERRY ROAD

THE CITY OF CARTERSVILLE
BOARD OF EDUCATION
PARCEL 17C

DRAWING No. EXHIBIT 1

DATE: 11-30-2016 | SCALE: 1" = 200'

Item # 11

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
Georgia Public Web Authorized Member Representative

SubCategory:	Other
Department Name:	Fiber
Department Summary Recomendation:	With the passing of Lamar Greeson, a new appointee needs to be made for the city's representation on the Georgia Public Web. I am willing to serve as the city's appointee and recommend this for your approval.
City Manager's Remarks:	Your approval of this appointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CERTIFICATE AS TO AUTHORIZED MEMBER REPRESENTATIVE

The undersigned, Mayor and Clerk of the City of Cartersville, hereby certifies that effective the __19th__ day of _January, of the year _2017, _Dan Porta_ is to be known as the Authorized Member Representative appointed by the City to act in its behalf in all matters pertaining to its Membership in Georgia Public Web.

Member:______________________________

____
Mayor, Matthew Santini

ATTEST:_____________________________
City Clerk, Meredith Ulmer

ACCEPTED, as of the _______ day of _________________, of the year _____, on behalf of Georgia Public Web, Inc.

By: _______________________________
Secretary / Assistant Secretary

City of Cartersville

City Council Meeting
1/19/2017 7:00:00 PM
November 2016

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

MONTHLY SUMMARY
As of November 20, 2016

	FY 2015-16 MONTH OF November-15	FY 2016-17 MONTH OF November-16	FY 2015-16 Year to Date November-15	FY 2016-17 Year to Date November-16	100.00% OF BUDGET (Year to Date)
GENERAL FUND *excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures*					
REVENUE	$2,160,785	$2,660,647	$19,742,602	$10,331,797	44.53%
EXPENDITURE	$1,877,491	$1,584,359	$19,183,209	$9,456,651	40.75%
Gen. Fund Net Profit (Loss)	**$283,294**	**$1,076,288**	**$559,393**	**$875,146**	
WATER & SEWER					
REVENUE	$1,256,389	$1,558,104	$7,024,662	$8,095,998	38.86%
EXPENDITURE	$947,826	$911,967	$5,285,094	$5,360,978	25.73%
Wtr. & Swr. Fund Net Profit (Loss)	**$308,563**	**$646,137**	**$1,739,568**	**$2,735,020**	
GAS					
REVENUE	$1,472,478	$1,471,899	$6,652,874	$6,860,383	22.61%
EXPENDITURES	$1,581,036	$1,778,203	$7,772,717	$8,238,221	27.16%
Gas Fund Net Profit (Loss)	**($108,558)**	**($306,304)**	**($1,119,843)**	**($1,377,838)**	
ELECTRIC					
REVENUE	$3,790,171	$3,678,760	$21,863,411	$22,848,978	45.97%
EXPENDITURES	$3,467,639	$3,590,430	$20,023,609	$19,593,701	39.42%
Electric Fund Net Profit (Loss)	**$322,532**	**$88,330**	**$1,839,802**	**$3,255,277**	
STORMWATER					
REVENUE	$114,366	$121,742	$568,127	$605,502	41.87%
EXPENDITURE	$109,743	$84,213	$495,918	$578,541	40.00%
Stormwater Fund Net Profit (Loss)	**$4,623**	**$37,529**	**$72,209**	**$26,961**	
SOLID WASTE					
REVENUE	$185,870	$192,285	$923,976	$958,367	40.25%
EXPENDITURE	$341,958	$171,628	$1,083,083	$843,637	35.44%
Solid Waste Fund Net Profit (Loss)	**($156,088)**	**$20,657**	**($159,107)**	**$114,730**	
FIBER OPTICS					
REVENUE	$172,561	$179,394	$838,600	$861,098	45.44%
EXPENDITURE	$103,061	$115,425	$695,093	$630,156	33.25%
Fiber Fund Net Profit (Loss)	**$69,500**	**$63,969**	**$143,507**	**$230,942**	

Item # 13

	Description	11/30/2016	FY 2017 Budget	% of Monthly Totals to Budget
General Fund	**Total Revenues**	**$10,331,797**	**$23,203,830**	**44.53%**
	GO Bond Proceeds from School	$0	$0	#DIV/0!
	Property Taxes-City Portion Only	$1,720,757	$2,578,225	66.74%
	Local Option Sales Tax (LOST)	$1,513,654	$3,694,800	40.97%
	Other Taxes	$3,799,597	$7,993,365	47.53%
	Building Permit & Inspection Fees	$162,001	$220,000	73.64%
	Fines and Forfeitures	$182,552	$675,000	27.04%
	Operating Transfers In-City Utilities	$1,396,280	$3,571,700	39.09%
	Other Revenues	$1,556,956	$4,470,740	34.83%
	Total Expenditures	**$9,456,652**	**$23,203,830**	**40.75%**
	Personnel Expenses	$6,903,277	$16,338,895	42.25%
	Operating Expenses	$2,193,413	$6,042,510	36.30%
	Capital Expenses	$108,103	$366,725	29.48%
	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**	**$8,095,998**	**$20,836,040**	**38.86%**
	Water Sales	$5,171,475	$9,903,000	52.22%
	Sewer Sales	$2,680,018	$5,770,000	46.45%
	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	$244,505	$865,000	28.27%
	Total Expenditures	**$5,360,979**	**$20,836,040**	**25.73%**
	Personnel Expenses	$1,442,664	$3,542,720	40.72%
	Operating Expenses	$1,162,420	$3,411,295	34.08%
	Capital Expenses	$300,370	$8,002,000	3.75%
	Transfer To General Fund	$883,239	$2,077,820	42.51%
	Debt Payments	$1,572,286	$3,802,205	41.35%
Gas Fund	**Total Revenues**	**$6,860,383**	**$30,336,305**	**22.61%**
	Gas Sales	$5,973,730	$18,739,235	31.88%
	Gas Commodity Charge	$582,573	$1,300,000	44.81%
	Bond Proceeds	$0	$5,449,230	0.00%
	Proceeds from Capital Leases	$0	$153,050	0.00%
	Other Revenues	$304,080	$1,765,000	17.23%
	Use of Reserves	$0	$2,929,790	0.00%
	Total Expenses	**$8,238,221**	**$30,336,305**	**27.16%**
	Personnel Expenses	$787,524	$2,038,330	38.64%
	Operating Expenses	$437,582	$1,821,270	24.03%
	Purchase of Natural Gas	$5,665,946	$13,232,770	42.82%
	Transfer to General Fund	$1,265,039	$3,070,825	41.20%
	Capital Expenses	$82,130	$10,173,110	0.81%

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	Description	11/30/2016	FY 2017 Budget	% of Monthly Totals to Budget
Electric Fund	**Total Revenues**	**$22,848,978**	**$49,703,855**	**45.97%**
	Electric Sales	$22,208,114	$48,255,720	46.02%
	Other Revenues	$640,864	$1,448,135	44.25%
	Total Expenses	**$19,593,701**	**$49,703,855**	**39.42%**
	Personnel Expenses	$998,177	$2,411,910	41.39%
	Operating Expenses	$539,414	$1,397,270	38.60%
	Purchase of Electrcity	$16,598,180	$41,900,900	39.61%
	Capital Expenses	$316,713	$1,313,135	24.12%
	Transfer to General Fund	$1,141,217	$2,680,640	42.57%
Stormwater Fund	**Total Revenues**	**$605,502**	**$1,446,250**	**41.87%**
	Stormwater Revenues	$596,838	$1,340,000	44.54%
	Mitigation Grant Revenue	$0	$0	#DIV/0!
	Other Revenues	$8,664	$11,250	77.01%
	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	**$578,541**	**$1,446,250**	**40.00%**
	Personnel Expenses	$311,098	$616,720	50.44%
	Operating Expenses	$201,893	$579,465	34.84%
	Capital Expenses	$65,550	$250,065	26.21%
Solid Waste Fund	**Total Revenues**	**$958,367**	**$2,380,750**	**40.25%**
	Refuse Collections Revenues	$932,623	$2,181,550	42.75%
	Other Revenues	$25,744	$44,200	58.24%
	Proceeds From Capital Leases	$0	$155,000	0.00%
	Total Expenses	**$843,637**	**$2,380,750**	**35.44%**
	Personnel Expenses	$446,906	$1,086,565	41.13%
	Operating Expenses	$396,731	$1,139,185	34.83%
	Capital Expenses	$0	$155,000	0.00%
Fiber Optics Fund	**Total Revenues**	**$861,098**	**$1,895,220**	**45.44%**
	Fiber Optics Revenues	$766,380	$1,785,475	42.92%
	GIS Revenues	$44,500	$104,000	42.79%
	Other Revenues	$50,218	$5,745	874.12%
	Total Expenses	**$630,156**	**$1,895,220**	**33.25%**
	Personnel Expenses	$317,585	$751,885	42.24%
	Operating Expenses	$286,461	$924,900	30.97%
	MEAG Telecom Statewide Pymt	$3,930	$9,435	0.00%
	Debt Payment to Electric Dept	$0	$0	0.00%
	Capital Expenses	$22,180	$209,000	10.61%

Item # 13

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**	
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**	

Cash Position		1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of November 2016:

Unrestricted cash increased due to increased cash in the general fund, water fund, stormwater fund, and fiber 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).