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 – 7/7/2016

Work Session –

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. June 16, 2016 (Pages 1-23)

   Attachments

B. Appointments

1. Deputy City Clerk (Page 24)

   Attachments

C. Bid Award/Purchases

1. Network Switches (Page 25)

   Attachments

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2. Traffic Signal Maintenance (Pages 26-34)

   Attachments

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3. Electric Department Right-Of-Way Clearing Contract (Pages 35-40)

   Attachments

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4. Leaf Collection Body (Pages 41-42)

   Attachments

5. PE Pipe Fusion Equipment (Pages 43-45)

   Attachments

6. Gas Department Civil Work (Pages 46-50)

   Attachments

7. Gas Department Copier (Pages 51-55)

   Attachments

D. Contracts/Agreements

1. Transco Service Agreement (Pages 56-63)

   Attachments

2. Annual Firehouse Software license agreement (Pages 64-66)

   Attachments

E. Other

1. Georgia Municipal Association Membership Dues (Pages 67-69)

   Attachments

2. Expenditure of SPLOST 2003 Funds (Pages 70-71)

   Attachments

3. Pension Prepayment (Page 72)

   Attachments

4. Invoice - Bartow County Landfill (Pages 73-75)

   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
7/7/2016 7:00:00 PM
June 16, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
June 16, 2016
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tate

Pledge of Allegiance led by Council Member Wren

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

II. Regular Agenda

A. Council Meeting Minutes

1. June 2, 2016

A motion to approve the June 2, 2016 City Council Meeting Minutes as amended was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there was an item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

B. Discussion

Frances Rossi, President of Aqauifil came forward and expressed concern with his electric service and the cost of this service.

C. Second Reading of Ordinances

1. Budget Ordinance for the Fiscal Year 2016-17

Tom Rhinehart, Finance Director**,** stated that this ordinance is the Fiscal Year 2016-17 budget. The proposed budget is a balanced budget and increased $11,392,105 over the Fiscal Year 2015-16 budget. The increase equates to a 7.82% increase. The proposed budget includes salary adjustments in all departments, an increase of 1 mill in the City's property tax rate, school system funding, an increase in staff, and increase in health insurance premiums for both the City and the employees, and an increase in water and sewer rates. Mr. Rhinehart stated that there have been no additions or corrections since the first reading and recommended approval of the budget and asked that the Mayor be authorized to sign contracts for outside agencies currently in the budget. The list of agencies is as follows:

Cartersville/Bartow Library
City/County Economic Development
Cultural Arts Alliance
Bartow County Juvenile Court
Eddie Lee Wilkins Youth Association, Inc.
Good Neighbor Shelter
Bartow County Library, Inc.
Bartow Health Access

A motion to approve the Fiscal Year 2016-17 Budget Ordinance and to authorize the Mayor to sign any and all documents related to the contracts for outside agencies included in this budget was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 14-16

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2016 - 2017 budget.

2016 - 2017 Budget Summary

GeneralFund	**Revenues**	**Expenditures**
Revenues	**$39,682,275**	
Expenditures:		
Legislative		**$17,673,575**
Administration		**$ 963,340**
Finance Dept.		**$ 1,198,915**
Customer Service Dept.		**$ 793,185**
Police		**$ 5,423,780**
Fire		**$ 6,608,305**
Municipal Court		**$ 253,295**

Public Works		**$ 2,469,270**
Recreation		**$ 3,090,260**
Planning & Development		**$ 1,018,310**
Downtown Development Authority		**$ 190,040**
<u>SpecialRevenueFunds</u>		
GO Park Bonds Series 2014	**$ 5,675,600**	**$ 5,675,600**
SPLOST – 2003	**$ 323,400**	**$ 323,400**
SPLOST – 2014	**$ 2,065,000**	**$ 2,065,000**
DEA	**$ 313,210**	**$ 313,210**
State Forfeiture	**$ 3,000**	**$ 3,000**
Hotel/Motel Tax	**$ 656,000**	**$ 656,000**
Motor Vehicle Rental Tax	**$ 63,000**	**$ 63,000**
Grant Funds	**$ 750,000**	**$ 750,000**
Impact Fees	**$ 0**	**$ 0**
Business Improve Dist Tax	**$ 23,000**	**$ 23,000**
Development Fees	**$ 5,000**	**$ 5,000**
<u>EnterpriseFunds</u>		
Fiber Optics	**$ 1,895,220**	**$ 1,895,220**
Electric	**$49,703,855**	**$49,703,855**
Gas	**$30,336,305**	**$30,336,305**
Solid Waste	**$ 2,380,750**	**$ 2,380,750**
Stormwater	**$ 1,446,250**	**$ 1,446,250**
Water & Sewer	**$20,836,040**	**$12,036,130**
Water Pollution Control Plant		**$ 3,555,690**
Water Treatment Plant		**$ 5,244,220**
<u>InternalServiceFund</u>		
Garage	**$ 850,480**	**$ 850,480**

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 2nd day of June 2016
ADOPTED this 16th day of June 2016. Second Reading.

/s/ <u>Matthew J. Santini</u>
Matthew J. Santini
Mayor

ATTEST:

/s/ <u>Connie Keeling</u>
Connie Keeling
City Clerk

2. Amendment to the Utilities Ordinance Regarding Water/Sewer Rates

Tom Rhinehart, Finance Director, stated that the Fiscal Year 2016-17 budget includes a couple of increases in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. The changes are as follows: 7.5% increase in the residential water and sewer rates; and a 7.5% increase in the base monthly water and sewer rates. The increases will allow the Water Department to continue the maintenance of the existing water and sewer system as well as update and expand the system. For residential customers the increase equates to $.57 per 100 cubic feet used for City Residents and $1.05 per 100 cubic feet used for outside the City residents. The total estimated increase will be $3.38 per month on 7,500 gallons consumed. The 7.5% increase on the base monthly rate will be an increase of $.57 a month. With these proposed changes, the City of Cartersville Residents will remain one of the lowest paying in the surrounding municipalities. These increases are needed to maintain the existing system and plan for the necessary future expansions. Mr. Rhinehart stated that there have been no additions or corrections since the first reading and recommended approval with new rates to be effective July 1, 2016.

A motion to approve Ordinance No. 15-16 was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 15-16

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 (a), (b), (c), (d), (e), and (f) Water and Sewage Rate and Section 24-147 (a.) Sewage Rates is hereby amended by deleting said Section 24-64 (a), (b), (c), (d), (e), and (f), and Section 24-147 (a) in their entirety and replacing them with the following:

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	$ 8.18	$ 14.99
3/4" full flow	$ 12.27	$ 21.81
1"	$ 19.09	$ 35.44
1 ¼" or 1 ½"	$ 38.16	$ 65.42
2"	$ 73.61	$134.93
4"	$136.30	$263.73

6"	**$212.62**	**$381.64**
8"	**$272.60**	**$527.47**
Plus consumption as follows: **(i) Residential Meters** **(a) 0 – 8 consumptions per month** **(b) 9 – 14 consumptions per month** **(c) 15 – 19 consumptions per month** **(d) 20 + consumptions per month** **(ii) Apartments, Multiples & Commercial Meters** **(iii) Irrigation System Meters** **(iv) Industrial and All Other Meters**	 **$1.68/100 cu. ft.** **$2.76/100 cu. ft.** **$4.66/100 cu. ft.** **$6.50/100 cu. ft.** **$2.78/100 cu. ft.** **$4.66/100 cu. ft.** **$1.68/100 cu. ft.**	 **$3.38/100 cu. ft.** **$3.48/100 cu. ft.** **$4.66/100 cu. ft.** **$6.50/100 cu. ft.** **$4.11/100 cu. ft.** **$4.66/100 cu. ft.** **$3.38/100 cu. ft.**

(b.) Sewage Monthly Billing	**City**	**Outside City**
Minimum bill according to meter size:		
5/8" or 3/4"	**$ 8.18**	**$ 8.18**
3/4" full flow	**$ 12.27**	**$ 12.27**
1"	**$ 19.09**	**$ 19.09**
1 ¼" or 1 ½"	**$ 38.16**	**$ 38.16**
2"	**$ 73.61**	**$ 73.61**
4"	**$136.30**	**$136.30**
6"	**$212.62**	**$212.62**
8"	**$272.60**	**$272.60**
Plus consumption	**$1.85/100 cu. ft.**	**$3.73/100 cu. ft.**

(c)	**Tap Fees—Prior to the issuance of a tap, the following fees are required:**				
	(in inches)	**Water Tap Inside City**	**Water Tap Outside City**	**Sewer Tap Inside City**	**Sewer Tap Outside City**
	¾	**$1,100.00**	**$1,200.00**	**$950.00**	**$1,200.00**
	1	**1,200.00**	**1,400.00**	**1,000.00**	**1,300.00**
	1½	**2,200.00**	**2,400.00**	**1,150.00**	**1,600.00**
	2	**2,500.00**	**2,700.00**	**1,200.00**	**1,900.00**
	4	**3,000.00**	**3,200.00**	**1,775.00**	**3,050.00**
	6	**3,500.00**	**3,700.00**	**2,150.00**	**3,800.00**
	8	**4,000.00**	**4,200.00**	**2,620.00**	**4,740.00**

	Multi-unit, per unit	**1,100.00**	**1,200.00**	**950.00**	**1,200.00**

Other provisions:

For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.

If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d)	**Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.**		
	Water Capacity Fee (in inches)	***City***	***Outside City***
	¾	**$1,020.00**	**$930.00**
	1	**$1,700.00**	**$1,540.00**
	1½	**$3,500.00**	**$3,090.00**
	2	**$5,590.00**	**$4,940.00**
	3	**N/A**	**$7,410.00**
	4	**$10,100.00**	**$9,030.00**
	6	**$15,600.00**	**$14,450.00**
	8	**$20,280.00**	**$18,780.00**
	multi-unit/per unit	**$1,020.00**	**$930.00**
	Sewer Capacity Fee (in inches)	***City***	***Outside City***
	¾	**$1,300.00**	**$1,260.00**
	1	**$2,160.00**	**$2,520.00**
	1½	**$4,320.00**	**$4,030.00**
	2	**$6,910.00**	**$8,050.00**
	3	**N/A**	**$10,040.00**
	4	**$13,470.00**	**$13,050.00**
	6	**$20,200.00**	**$19,580.00**
	8	**$26,260.00**	**$25,454.00**

	multi-unit/per unit	**$1,300.00**	**$1,260.00**

Other provisions:

Apartments and hotels per unit calculations.

All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (3/4" water meter equivalent):

(a)Restaurant;

(b)Lounge;

(c)Car wash;

(d)Lobby;

(e)Full kitchen (not part of restaurant);

(f)Linen Laundry;

(g)Guest Laundry;

(h)Swimming Pool.

Assisted Living Facility, Nursing Home, and Hospital per unit calculations.

All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

All patient rooms without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility, or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (3/4" water meter equivalent):

(a)Restaurant;

(b)Lounge;

(c)Car wash;

(d)Lobby/Waiting Room;

(e)Full kitchen (not part of restaurant);

(f)Linen Laundry;

(g)Guest Laundry;

(h)Swimming Pool.

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
In Inches:		
2	$ 16.93	$ 33.86
4	$ 25.40	$ 50.79
6	$ 33.86	$ 67.73
8	$ 67.73	$135.45
10	$169.31	$338.63
12	$253.97	$507.94

(f)	Fire hydrant flow test.	City	Outside City
		$250.00	$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	$ 8.18	$ 8.18
3/4" full flow	$ 12.27	$ 12.27
1"	$ 19.09	$ 19.09
1 ¼” or 1 ½”	$ 38.16	$ 38.16
2"	$ 73.61	$ 73.61
4"	$136.30	$136.30
6"	$212.62	$212.62
8"	$272.60	$272.60
Plus consumption	$1.85/100 cu. ft.	$3.73/100 cu. ft.

This Ordinance shall become effective on July 1, 2016.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 2nd day of June 2016.
ADOPTED this the 16th day of June 2016. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie K. Keeling
City Clerk

3. Hotel/Motel Tax Ordinance Amendment

Dan Porta, Assistant City Manager, stated that the Council approved a resolution that was sent to the Georgia State Legislature asking for an increase in the City's Hotel/Motel tax from 6% to 8% earlier this year. The legislation was passed and submitted to the Governor of Georgia and was signed into law. Due to this approval, the next step is to amend the City's ordinance to increase our Hotel/Motel Tax. If approve this change will become effective on August 1, 2016. Mr. Porta stated that there have been no additions or corrections since the first reading and recommended approval.

A motion to approve Ordinance No. 16-16 was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 16-16

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 10 . LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. Section 10-43 and 10-44 is hereby amended as follows to be effective August 1, 2016. Until said date the current Section 10-43 and 10-44 shall remain in full force and effect.

1.

Sec. 10-43. Imposition and rate of tax.

(a) There shall be paid a tax of eight (8) percent for the rent for every occupancy of a guest room in a hotel or motel, or occupancy of accommodations for value including, but not limited to, travel trailer spaces in the city. The tax imposed by this article shall be paid upon any occupancy on and after August 1, 2016, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to such date.

(b) Prior to August 1, 2016, there shall be paid a tax of six (6) percent for the rent for every occupancy of a guest room in a hotel or motel, or occupancy of accommodations for value including, but not limited to, travel trailer spaces in the city. The tax imposed by this article shall be paid upon any occupancy on and after December 1, 1998, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to such date.

(c) Proceeds of this tax shall be used in accordance with O.C.G.A. § 48-13-51.

1. In each fiscal year during which a tax is collected pursuant to paragraph (2) of subsection (b) of Code Section 48-13-51 of the O.C.G.A., an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by the City of Cartersville, provided however, that the City of Cartersville may exercise its option under paragraph(2) of subsection (e) of Code Section 48-13-51 of the O.C.G.A. to contract with an entity qualified under such provision; and

2. The remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent which are not otherwise expended under paragraph (1) of this section shall be expended for tourism product development.

(d) All taxes due and payable prior to August 1, 2016 under the previous code section shall remain due and payable pursuant to the previous provisions of the Code.

(e) Proceeds of this tax shall be used in accordance with O.C.G.A. § 48-13-51.

2.

Sec. 10-44. Collection of tax by operator.

Every operator maintaining a place of business in this city and renting guest rooms or travel trailer space in this city, not exempted, shall collect a tax of six (6) percent prior to August 1, 2016 and a tax of eight (8) percent on and after August 1, 2016 on the amount of rent from the occupant.

3.

This ordinance is to be effective as of August 1, 2016 until said date the previous provisions of Section 10-43 shall remain in full force and effect.

4.

To comply with the State of Georgia filing requirements and for the proposed ordinance to be effective as of August 1, 2016 it must be filed with the State of Georgia prior to June 30, 2016, and the City Clerk upon adoption is directed to file this ordinance with the State of Georgia

5.

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.

First Reading this the 2nd day of June 2016.
ADOPTED this the 16th day of June 2016. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

D. Other

1. Emergency Reading of City Ordinance in relation to Fireworks

Scott Carter, Fire Chief stated that in the 2016 session of the Georgia General Assembly there were significant changes under O.C.G.A. 25. The primary changes to the ordinance are:

A. Does away with temporary tent sales for non-profit organizations and now places those sales of full fireworks in temporary portable structures.
B. Reduces the hours that consumer fireworks may be ignited from 10:00 a.m. to 9:00 p.m.
Between 9:00 p.m. and 11:59 p.m. they may be ignited if there is no violation of the City's noise ordinance.
These are the year round hours except on the following holidays which are:
January 1, July 3 & 4, and December 31may discharge until 11:59 p.m.
In addition on New Year's Eve this time is extended until 1:00 a.m.
C. Enables the city to restrict the use of Consumer Fireworks in all City Parks and on Government Property.

Chief Carter stated that this ordinance is of a time sensitive nature due to the public safety concerns and asked that it be approved on an emergency basis.

A motion to approve Ordinances No. 12-16 and 13-16 as an emergency reading for public safety was made by Council Member Hodge and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 12-16

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 11. MISCELLANEOUS PROVISIONS AND OFFIENSES. ARTICLE III. OFFENSES INVOLVING PUBLIC PEACE AND ORDER, DIVIION 1. GENERALLY. SECTION 11-101 LOUD, UNNECESSARY OR UNUSUAL, ETC., NOISES is hereby amended to add a new paragraph 15 as follows:

1.

(15) *Consumer Fireworks*. It shall be unlawful for any person, firm, corporation, or association to use or ignite, or cause to be ignited, any consumer fireworks on any day beginning at the time of 9:00 p.m. and up to and including the ending time of 11:59 pm, except pursuant to a special use permit and as provided for by O.C.G.A. §25-10-2(3)B(iii) on January 1, July, 3, July 4, and December 31 of each year in such a manner as to make, continue, or cause to be made or continued that results in a loud, unnecessary, or unusual noise or in noise which unreasonably or unnecessarily annoys, disturbs, injures, or endangers, the comfort, repose, health, peach or safety of others in the City.

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. Additionally, to allow for enforcement prior to July 4, 2016, this Ordinance is deemed to be emergency in nature.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 16th day of June 2016. Emergency Reading.

/s/ Matthew J. Santini
Matthew J. Santini

Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 13-16

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 9. FIRE AND PREVENTION PROTECTION. ARTICLE III. FIRE AND PREVENTION CODE, Section 9-30 Fireworks and Section 9-32 Sale of consumer fireworks is hereby amended as follows:

1.

Sec.9-30. - Fireworks.

(a) Indoor fireworks prohibited. All fireworks and pyrotechnic devises and displays of any nature whatsoever are prohibited in any indoor or enclosed structure or any structure with a roof within the City of Cartersville city limits.

(b) Outdoor fireworks permitted.

(1) Prior to any individual being issued a fireworks special use permit or a permit for a professional fireworks display by the Probate Judge of Bartow County, said person must apply for a permit to use fireworks in the city.

(2) Upon application for a permit on the form provided by the Cartersville Fire Department, and receipt of said form by the City of Cartersville Fire Department, the city shall review the applications and issue an approval or denial within five (5) business days of receipt of the application.

(3) The fire marshal or his designee shall review the application and determine its compliance with the following requirements:

a. All federal and State of Georgia laws, rules and regulations relating to firework displays and or the use of fireworks;

b. That said applicant is licensed as required by the State of Georgia to perform fireworks;

c. That said fireworks display as planned does not inherently place the public in danger;

d. That all proper safety measures and distance requirements have been complied with.

(4) The fees for these permits shall be determined by the mayor and city council.

(5) If the city approves a professional fireworks permit, the permit applicant then can file for a request from the probate court to present a fireworks display.

(6) If the request for a professional fireworks permit is denied, a copy of the denial will be forwarded by the Cartersville Fire Marshal or designee to the probate judge, with the recommendation that the probate judge not authorize said fireworks display.

(7) If the applicant makes a request of the probate judge for a professional fireworks display, he must give the city written notice of said application at least three (3) business days prior to a hearing on said application by the probate judge.

(8) Public displays consumer fireworks are allowed as part of public exhibitions or displays of fireworks, and the sale and transportation of fireworks for such use shall be allowed if properly permitted according to the provisions of O.C.G.A. ch. 25, art. 10, and section 9-32 of the City of Cartersville Code of Ordinances.

(9) It shall be unlawful for any person, firm, corporation, association, or partnership to release or cause to be released any balloon, bag, parachute, or similar device which requires fire underneath for propulsion or to release or cause to be released any floating water lantern or wish lantern which uses a flame to create a lighting effect in any public waterway, lake, pond, stream or river.

(c) It shall be unlawful for any person, firm, corporation or other entity to sell, offer to sell or use, explode, cause to be exploded, possess, manufacture, transport or store any fireworks within the corporate limits of the city, except as may be permitted under the provisions of O.C.G.A. tit. 25, ch. 10, and the "Rules and Regulations of the Safety Fire Commissioner", Chapter 120-3-22.

(d) No consumer fireworks are allowed to be used, ignited, or caused to ignite on any property owned by, operated by, for or under the custody and control of the City of Cartersville, except pursuant to a special use permit. Said prohibition includes, but is not limited to, City of Cartersville parks, recreation facilities, and buildings

(e) Penalty for violation of section. Any person, firm, corporation, association, or partnership violating the provisions of this section shall be subject to a fine of up to one thousand dollars ($1,000.00) per violation and/or six (6) months in jail per day per violation.

(Ord. No. 20-00, 6-15-00; Ord. No. 12-03, § 2, 3-6-03; Ord. No. 20-15, § 1, 6-18-15)

2

.

Sec. 9-32. - Sale of consumer fireworks.

(a) "Consumer fireworks" means any small fireworks devices containing restricted amounts of pyrotechnic composition, designed primarily to produce visible or audible effects by combustion, that comply with the construction, chemical composition, and labeling regulations of the United States Consumer Product Safety Commission, as provided for in Parts 1500 and 1507 of Title 16 of the Code of Federal Regulations, the United States Department of Transportation, as provided for in Part 172 of Title 49 of the Code of Federal Regulations, and the American Pyrotechnic Association, as provided for in the 2001 American Pyrotechnics Association Standard 87-1, and additionally shall mean Roman candles.

(b) "Consumer fireworks retail sales facility" (CFRS facility) shall have the same meaning as provided by NFPA 1124 as defined pursuant to O.C.G.A. §25-10-1. A permanent or temporary building or structure, consumer fireworks retail stand that is used primarily for the retail display and sale of consumer fireworks.

(c) "Consumer fireworks retail sales stand". A temporary or permanent building or structure that has a floor area not greater than eight hundred (800) square feet, other than tent, canopies or membrane structures, that is used primarily for the retail display and sales of consumer fireworks to the public.

(d) "Consumer fireworks retail sales facility" means a permanent or temporary building or structure, stand that is used primarily for the retail display and sale of consumer fireworks to the public. Said definition shall not apply to facilities or stores where the consumer fireworks are in packages in which the total quantity of fireworks on hand does not exceed one hundred twenty-five (125) pounds (net) [56.8 kilograms] of pyrotechnic composition or, in a building protected throughout with an approved automatic sprinkler system installed in accordance with National Fire Protection Association (NFPA) 13, Standard for the Installation of Sprinkler Systems, not to exceed two hundred fifty (250) pounds (net) [113.6 kilograms] of pyrotechnic composition.

(e) "Consumer fireworks storage building". A building in which finished consumer fireworks are received, stored and shipped, but in which no manufacturing is performed. Said definition shall not apply to facilities or stores where the consumer fireworks are in packages in which the total quantity of fireworks on hand does not exceed one hundred twenty-five (125) pounds (net) [56.8 kilograms] of pyrotechnic composition or, in a building protected throughout with an approved automatic sprinkler system installed in accordance with National Fire Protection Association (NFPA) 13, Standard for the Installation of Sprinkler Systems, not to exceed two hundred fifty (250) pounds (net) [113.6 kilograms] of pyrotechnic composition.

(f) "Permanent" as applied to buildings or structures: a building or structure affixed to a foundation on a site and having fixed utility connections that is intended to

remain on the site for more than one hundred eighty (180) consecutive calendar days.

(g) "Temporary" as applied to buildings or structures: a building or structure not meeting the definition for permanent structure. As applied to electrical power and wiring: electrical service in use or in place for a period of ninety (90) consecutive calendar days or less.

(h) "Fireworks" means any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including blank cartridges, firecrackers, torpedoes, skyrockets, bombs, sparklers, and other combustibles and explosives of like construction, as well as articles containing any explosive or flammable compound and tablets and other devices containing an explosive substance.

(i) The term "consumer fireworks" or "fireworks" shall not include:

(1) Model rockets and model rocket engines, designed, sold and used for the purpose of propelling recoverable aero models; toy pistol paper caps in which the explosive content does not average more than 0.25 grains of explosive mixture per paper cap; nor toy pistols, toy cannons, toy canes, toy guns, or other devises using such paper caps; nor shall the term "consumer fireworks" or "fireworks" include ammunition consumed by weapons used for sporting and hunting purposes; and

(2) Wire or wood sparklers of one hundred (100) grams or less of mixture per item; other sparkling items which are non-explosive and non-aerial and contain seventy-five (75) grams or less of chemical compound per tube or a total of five hundred (500) grams or less for multiple tubes; snake and glow worms; smoke devices; or trick noise makers which include paper streamers, party poppers, string poppers, snappers, and drop pops each consisting of 0.25 grains or less of explosive mixture.

(j) It shall be unlawful for any person, firm, corporation or other entity to sell, offer to sell or use, explode, cause to be exploded, possess, manufacture, transport or store any fireworks within the corporate limits of the city, except as may be permitted under the provisions of O.C.G.A. tit. 25, ch. 10, and the "Rules and Regulations of the Safety Fire Commissioner", Chapter 120-3-22.

(Ord. No. 31-05, § 1, 5-19-05; Ord. No. 35-06, § 1, 6-15-06; Ord. No. 21-15, § 1, 6-18-15)

Editor's note— Formerly entitled "Fireworks prohibited", which was amended by Ord. No. 21-15.

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. Additionally, to allow for enforcement prior to July 4, 2016, this Ordinance is deemed to be emergency in nature.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 16th day of June 2016. Emergency Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

E. Resolutions

1. Resolution for Creation of Downtown Festival Zone

Lilly Reed, DDA Director stated that the DDA is hosting a series of Friday evening concerts for the month of July. The events will be each Friday from 7:00 p.m. – 11:00 p.m. and the DDA is seeking the option to set up a festival zone during these times. Ms. Reed stated that the Festival Zone will be limited to Friendship Plaza and would not require any street closures and recommended approval.

A motion to approve Resolution No. 11-16 was made by Council Member Step and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

Resolution No. 11-16

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

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

Music Event July 1, July 8, July 15, July 22, July 29

WHEREAS, the DDA Board recommends that for the MUSIC EVENT Friendship Plaza be designated a controlled Festival Zone; and

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

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

WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

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

ADOPTED this the 17th day of June 2016.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

F. Contracts/Agreements

1. Floyd County Inmate Work Crews

Wade Wilson, City Engineer stated that this agreement is with Floyd County for 3.5 inmate work crews. Two work crews for Public Works and 1.5 work crews for Recreation Department. The cost is $62,470.41 per full time crew and $7.50 per day per each minimum security inmate which will be assigned to the garage and solid waste for a total contract amount of $218,646.43. Mr. Wilson stated that Floyd County has provided excellent service over the term of the last contract and recommended approval.

A motion to approve the agreement with Floyd County was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

G. Bid Award/Purchases

Mayor Santini stated that there were four items to be added to this section. A motion to add these items was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

1. Dellinger Park Athletic Field Irrigation #16-004

James Gordy, Assistant Parks and Recreation Director stated that bids were solicited to provide and install athletic field irrigation for softball/baseball field's 4, 5, and 6 at Dellinger Park. Mr. Gordy recommended approval of the low bid of $45,200.00 from Tidwell Lawn Care and Landscaping.

A motion to approve the low bid from Tidwell Lawn Care was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

2. Utility Certification Leake Mounds – Etowah RiverWalk Link

James Gordy, Assistant Parks and Recreation Director stated that council had approved the request of Utility Certification with the Georgia Department of Transportation in June 2014 related to Leake Mounds – Etowah RiverWalk Link. With the change in ownership of the transmission lines from Georgia Power to Georgia Transmission Company this letter needs to be re-approved showing the change. Mr. Gordy recommended approval.

A motion to approve Utility Certification with Georgia Transmission Company was made by Council Member Step and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

3. Workers Compensation Insurance Renewal

Dan Porta, Assistant City Manager stated that since July 20, 2007 the city has been self-insured with a high deductible for workers compensation coverage. Midwest Casualty Company provides insurance coverage for any claims that may exceed the $500,000 deductible and the renewal premium is $55,621 annually based on a two-year rate guarantee. The increase in the premium is due to higher payroll costs and an increase from the insurance company. The third party administrator that processes the city's workers compensation claims is USIS and the premium for this service remains at the same annual rate of $9,900. Mr. Porta recommended approval.

A motion to approve the renewal with Midwest Casualty Company and USIS was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

4. Property & Casualty Insurance for FY 2016-17

Dan Porta, Assistant City Manager stated that for the past three years the city has been insured with One Beacon Insurance Company for our property and casualty insurance coverage. At renewal this year they have decided not to renew the city due to losses on our account. Our insurance agents Apex Insurance and Terry Watkins Insurance have received a proposal for coverage from Travelers and Liberty Mutual Insurance. The proposed premium based on the existing property and vehicle schedules for fiscal year 2016-17 is $403,205. Mr. Porta stated that at this time he is reviewing our existing schedules and anticipates increases in insurance premiums to cover some additional property. Terry Watkins, Insurance Agent came forward and answered question by council. Mr. Porta recommended approval of the policy from Travelers and Liberty Mutual at an annual premium not to exceed $420,000.

A motion to approve the insurance policy as presented at a cost not to exceed $420,000 was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

5. Mission Road Sewer Replacement – Phase II

Bob Jones, Water and Sewer Superintendent stated that bids were accepted for the Mission Road Sewer Replacement Phase II Project on May 27, 2016. The project will replace approximately 900 fee of sewer, a portion of which runs directly beneath the residence at 633 West Avenue. The design engineer Rindt-McDuff has evaluated the bids and Mr. Jones recommended awarding to the low bidder Wade Coots Company in the amount of $399,154.

A motion to approve the low bid from Wade Coots Company was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

6. Center Road Pump Repair

Bob Jones, Water and Sewer Superintendent stated that council had approved a replacement pump for the Center Road Pump Station. The pump station has two equal size pumps and staff had noticed that the lag pump (the older of the tow) does not perform at rated capacity. Mr. Jones stated that the reduced pump capacity will continue to degrade and does jeopardize the city's ability to serve a high demand scenario. Mr. Jones stated that repair of this pump is a sole source company, Patterson Pumps and they had given a price of $5,580 plus freight for the needed parts. Mr. Jones recommended approval of this purchase at a cost not to exceed $6,000.

A motion to approve the purchase from Patterson Pumps at a cost not to exceed $6,000 was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

7. 130 Ton Crane Rental

Bob Jones, Water and Sewer Superintendent stated that on May 19, 2016 staff discovered that the #5 aerator on the polishing basin #2 had stopped working. This is the most critical of the five aerators and a crane was necessary to remove it because of the location and weight. Southway Crane & Rigging had the first available crane. Mr. Jones stated that this work was an emergency due to the degradation in treatment was immediate and waiting would have caused a plant upset and permit violation. Mr. Jones recommended approval of the cost of the crane rental from Southway Crane & Rigging in the amount of $5,163.38.

A motion to approve crane rental from Southway Crane & Rigging was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

8. Hydrologic Analysis

Gary Riggs, Gas Superintendent stated that staff has received a bid of $6,900 for a hydrologic analysis the property on Old Mill Road from Civilogistix. Mr. Riggs recommended approval.

A motion to approve the bid from Civilogistix for a Hydrologic Analysis was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

9. PE Pipe

Gary Riggs, Gas Superintendent stated that staff had received a price from Consolidated Pipe and Supply of $5.14/ft for 4,400 feet of 6" PE manufactured by DriscoPlex. Mr. Riggs stated that Consolidated Pipe is a sole source provider for this pipe and recommended approval of the purchase for a total price of $22,616.

A motion to approve the purchase from Consolidated Pipe was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

10. Geo-Hydro Bid

Gary Riggs, Gas Superintendent stated that he had received a bid from Geo-Hydro in the amount of $6,800 for soil analysis on Old Mill Road. Mr. Riggs recommended approval.

A motion to approve bid from Geo-Hydro was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

H. Monthly Financial Statement

1. April 2016

Tom Rhinehart, Finance Director presented the April 2016 monthly financial statement with comparisons from the previous year of April 2015 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through April 2016. No action is needed by Council.

Mayor Santini sent condolences out to the City of Kingston and the family of Mayor Ronald Casey for his passing. After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 5-0

Meeting Adjourned

/s/ ____________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ________________________________
Connie Keeling

City Clerk

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Deputy City Clerk

SubCategory:	Appointments
Department Name:	Clerk
Department Summary Recomendation:	With the leaving of Catheryn Hembree a new Deputy City Clerk needs to be appointed. Meredith Ulmer has recently moved from Code Enforcement to the Planning/Clerk position and I feel that she will be an asset to this position.
City Manager's Remarks:	The appointment of Meredith is needed given Catheryn's resignation. This is a Council appointed position. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Network Switches

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The Fiber Department is working with the Bartow County Sheriff's Office to upgrade some network switches to allow better internet access and communication at the jail. This is part of the New World Systems software improvement and the $6,000 cost will be reimbursed by Bartow County. I recommend approval of this purchase.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Traffic Signal Maintenance

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recomendation:	The electric department is responsible for the maintenance of traffic signals that are in the city and not on a DOT designated road. We maintain 12 traffic signals and 5 caution flashers. See attached location list. We have asked for and received bids for traffic signal maintenance. Traffic signal maintenance is a budgeted item in FY16-17 budget. The Electric Department recommends that council approve the low bid contract for CBK Mechanical.
City Manager's Remarks:	Your approval of this contract is recommended. A listing of the affected intersections is attached.
Financial/Budget Certification:	
Legal:	Keith Lovell has reviewed and approved the contract with CBK Mechanical.
Associated Information:	

Traffic Signal Maintenance

The Electric Department asked for and received bids for traffic signal maintenance.

Common Bid Items. Each bidder included different items in their quotes. These items can be seen in the quotes provided.

Bidder (Supplier)	6x40 Loop	6x6 Loop	Signal Programming	Notes
Sunbelt Traffic	$1,250.00	$950.00	N/A	
CBK Mechanical	$740.00	$540.00	$70.00 Per Hour	Includes 1 Year warranty on loop work
Bass Signal Corp.	$1,800.00	$1,000.00	$2,500.00	Signal programming is for 1 check of all signals

This is a Budgeted item in the FY16-17 budget.

e-Verify and Save documents are on file for review

The electric department recommends that council approve the low bid - CBK Mechanical

BASS SIGNAL CORPORATION
251 Industrial Park Drive
Milledgeville, GA 31061
Contacts: Sean Bass- seanb@bassignal.com
Van Sedwick- Bassignalvan@aol.com
Phone: 478-453-7544
Fax: 478-453-7387

Item # 4

May 11, 2016

John Dooley
City of Cartersville

Project: Loop Repair
Location: Cartersville

Item	Description	Units	Quantity	Unit Price	Total Price
647-6200	LOOP DETECTOR, 6 FT X 6 FT, BIPOLE (for 1 to 10 loops)	EA	1.00	$1,000.00	$1,000.00
647-6200	LOOP DETECTOR, 6 FT X 6 FT, BIPOLE (for 11 to 20 loops)	EA	1.00	$850.00	$850.00
647-6300	LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE (for 1 to 10 loops)	EA	1.00	$1,800.00	$1,800.00
647-6300	LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE (for 11 to 20 loops)	EA	1.00	$1,500.00	$1,500.00
647-2120	PULL BOX, PB-2	EA	1.00	$1,000.00	$1,000.00
647-2130	PULL BOX, PB-3	EA	1.00	$1,500.00	$1,500.00
687-1000	SIGNAL PROGRAM TIMING - CHECK AND ADJUST	EA	1.00	$2,500.00	$2,500.00
				TOTAL	$10,150.00

NOTES:
*This quote is valid for 90 days.
*Our terms are net 30 days after completion of work.
*If you should have any questions or need any further information, please contact us.

Sincerely,

Matt Reedy

Matt Reedy
Project Engineer/Estimator
Cell: 404-735-8764
jmr1706@gmail.com

Quotation for Services

Quotation date: January 15, 2016

Proposal to: Mr. Chris Ingram, City of Cartersville

Project: City of Cartersville, various pavement loop installations

Quantity	Item Description	Unit Cost	Total
2 EA	647-6300 QUADRUPOLE LOOP, 6' x 40' including lead-in splice, Etowah Drive WB at Old Mill Road	1250	2500
1 EA	647-6200 BIPOLE LOOP, 6' x 6' including lead-in splice, Old Mill Road SB at Henderson Dr	950	950
1 EA	647-6300 QUADRUPOLE LOOP, 6' x 40' including lead-in splice, Burnt Hickory Rd NB LT at Mission Rd	1250	1250
1 EA	Install 40' conduit, approximately 90' 3 pair cabling and pullbox for Burnt Hickory Rd NB LT loop lead-in at Mission Rd	1200	1200
1 EA	647-6300 BIPOLE LOOP, 6' x 6' including lead-in splice, Burnt Hickory Rd NB setback at Mission Rd	950	950
1 EA	647-6300 QUADRUPOLE LOOP, 6' x 40' including lead-in splice, Douhit Ferry Rd SB loop at Old Alabama Road (install to pullbox 10' away from curb radius)	1250	1250
			$8100

This quotation is for the specific terms named above and is subject to the following terms and conditions:

1. Traffic control necessary to complete loop installation included.
2. Installation using wet-cut method.

Payment terms: net 30 Prices valid for 90 days from quotation date.

Additional terms and conditions: None

Prepared by:

David A. Smith/ COO______ [signature] _ _1/15/16_________

Printed Name/ Title Signature Date

Approved by:

_______________ _______________ _______________

Printed Name Signature Date

I am authorized to accept this estimate on behalf of the Company. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Please return signed copy to the address below or email to: david@sunbelttraffic.com

Sunbelt Traffic · 2632 Mountain Ind. Blvd, Suite G · Tucker, GA 30084 · (404)558-9920

CBK MECHANICAL, INC. CBK 770.838.1949
Commercial HVAC, Refrigeration and Electrical.
Certified DBE Contractor - 2CB100][Contractor No. 006126

May 12, 2016

City of Cartersville
P.O. Box 1390
Cartersville, GA 30120
Attn: Mr. Don Hassebrock

Dear Mr. Hassebrock,

CBK Electrical, Inc submits the following proposal for Maintenance for the Signal's for the City of Cartersville.

CBK Electrical is a 24/7 service company.

If we can help you in any other way, please don't hesitate to contact us.

Sincerely,

Deborah L Steele
Deborah L Steele
Vice President
CBK Mechanical, Inc

3 Stack

Description	Amount
7 Conductor	$ 1.62 ft
3 Pair	$ 1.10 ft
Type 1 Box	$ 82.50 ea
Type 2 Box	$118.44 ea
Type 3 Box	$170.00 ea
3 Section Signal Head Yellow	$282.83 ea
Backplate for 1 way 3 Section	$ 89.01 ea
3/4 Section tri stud span wire hanger	$ 70.50 ea
Hardware for mast arm 3 section	$167.30 ea

4 Stack

Description	Amount
4 Stack Signal Head Yellow	$415.50 ea
Backplate for 1 way 4 Section	$127.97 ea
3/4 Section tri stud span wire hanger	$ 70.50 ea
Hardware for mast arm 4 section	$167.30 ea

5 Stack

Description	Amount
5 Section Signal Head Yellow	$480.00 ea
Backplate for 1 way 5 Section	$170.00 ea
5 Section cluster tri stud span wire hanger	$201.00 ea
Backplate for 1 way 5 Section Mast arm mount	$175.00 ea
Hardware for mast arm 5 Section	$283.00 ea

Ped

Description	Amount
1 Section Ped Head Yellow	$255.60 ea
1 Way post top pedestrian head mount	$ 60.00 ea
1 Pedestrian Push Button Station	$250.50 ea
9x15 Pedestrian Sign	$ 25.00 ea
9" Aluminum Spun Ped Pole	$175.50 ea
Square Aluminum Base w/Aluminum Door	$155.00 ea
4 Galvanized "L" Anchor Bolts	$ 30.00 ea
Knock Down Ped are 5 hour min w/2 men	***$ 85.00 hr***
Knock Down Signal 2 men 4 hour minimum	***$ 85.00 hr***

Loops

Description	Amount
6x6 Loops	$540.00 ea
6x40 Loops	$740.00 ea

1 Year Warranty voided if due to construction damage.

Pipe

Description	Amount
Installation of pipe less than 50'	$650.00 ea
Installation of pipe over 50'	$ 7.10 ft

Harris' hourly rate, Controller and timing issues programming with a 2 hour minimum	$ 70.00 hr

City of Cartersville Traffic Signal Equipment 09/01/09

Type	Owner	Maintai By	2-sect. Heads	3-sect. Heads	4-sect. Heads	5-sect. Heads	Ped Heads	Power Service	Loops	Controller Model	Cabinet Model
Traffic Signals			0	71	1	11	42				
Burnt Hickory Rd. @ Mission Rd.	County*	City**		6		2		GPC		DTS 2070 ATC	332
Burnt Hickory Rd. @ Sugar Valley Rd.	County*	City**		8				GPC		DTS 2070 ATC	332A
Douthit Ferry Rd. @ Old Mill Rd.	City	City		6		2	8	CES		Eagle 2070L ATC	332A
Erwin St. @ Cherokee St.-Rm:07-28-09	City	City		0				CES		Transyt 1880EL	598082G107
Erwin St. @ Leake St.	City	City		8				CES		Eagle 2070L ATC	332A
Erwin St. @ West Av.	City	City		8				CES		Eagle 2070L ATC	332A
Gilmer St. @ Cherokee St.	City	City		8			8	CES		Econolite ASC-8000	Econolite 598114G34
Jones Mill Road Tunnel	City	City		4				CES		Eagle 2070L ATC	332A
Old Alabama Rd. @ Douthit Ferry Rd.	City	City		6	1	2	8	CES		DTS 2070 ATC	332A
Old Mill Rd. @ Erwin St.	City	City		7		1	8	CES		Eagle 2070L ATC	332A
Old Mill Rd. @ Etowah Dr.	City	City		5		3	8	CES		Eagle 2070L ATC	332A
Old Mill Rd. @ Henderson Dr.	City	City		5		1	2	CES		Eagle 2070L ATC	332A
Caution Flashers			0	0	5	0	0				
Gilmer St. @ Carter St.	City	City			1			CES	on	manual	Skeleton-solid state
Gilmer St. @ Porter St.	City	City			1			CES	on	manual	Skeleton-solid state
Main St. @ Fite St.	City	City			1			CES	on	manual	Skeleton-solid state
West Av. @ Bartow St.	City	City			1			CES	on	manual	Skeleton-solid state
West Av. @ South Av.	City	City			1			CES	on	manual	Meterbase-solid state
School Flashers			2	0	0	0	0				
Old Mill Rd. @ Elementary School	City	City	1					CES	timed	PDC SSF-86-3	N/A
Old Mill Rd. @ Primary School	City	City	1					CES	timed	PDC SSF-86-3	N/A

* County responsibility: Ownership, monthly electricity, monthly telephone, 25% of capital replacement/upgrade.

** City responsibility: Routine maintenance/replacement, 75% of capital replacement/upgrade.

ICMA count of devices 132

Item # 4

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Electric Department Right-Of-Way Clearing Contract

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recomendation:	Electric Cities of Georgia bids out the Right-of-way clearing and Maintenance Service Contract. The low bidder for this contract was awarded to Trees Unlimited from Cave Springs Georgia. Trees Unlimited has been doing our tree work for the past 10 years and they know our system. They require minimum supervision and do quality work with few customer complaints. The Electric Department recommends to council that the Right-Of-Way Clearing Contract be awarded to the low cost bidder, Trees Unlimited. The Electric Department has budgeted $95,900.00 for this item.
City Manager's Remarks:	Your approval of this contract is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	Keith Lovell has approved this contract.
Associated Information:	

2016 Recommendations
Right-of-Way and Clearing and Maintenance Service

Recommendation	Primary Award	Alternate Award
Georgia	**Trees Unlimited**	**Asplundh**
Albany	$ 89.53	$ 98.48
Calhoun	$ 89.53	$ 98.48
Cartersville	$ 89.53	$ 98.48
College Park	$ 89.53	$ 98.48
Commerce	$ 89.53	$ 98.48
Douglas	$ 89.53	$ 98.48
East Point	$ 89.53	$ 98.48
Fitzgerald	$ 89.53	$ 98.48
Forsyth	$ 89.53	$ 98.48
Fort Valley	$ 89.53	$ 98.48
Grantville	$ 89.53	$ 98.48
Griffin	$ 89.53	$ 98.48
LaFayette	$ 89.53	$ 98.48
Monroe	$ 89.53	$ 98.48
Norcross	$ 89.53	$ 98.48
Oxford	$ 89.53	$ 98.48
Quitman	$ 89.53	$ 98.48
Sandersville	$ 89.53	$ 98.48
Sylvester	$ 89.53	$ 98.48
Thomaston	$ 89.53	$ 98.48
West Point	$ 89.53	$ 98.48

*Hourly rate, 3 Man Crew as specified

Contact Info:

Trees Unlimited	Wendell Hicks	(706) 252-5339
Asplundh	Wilmer McWhirter	(404) 661-0769

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF CARTERSVILLE, GEORGIA, hereinafter referred to as "CITY" and W. E. HICKS, INC. d/b/a/ TREES UNLIMITED, a Georgia corporation existing under the laws of the State of Georgia, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to have right of way clearing and maintenance services performed on behalf of its Electric System,

WHEREAS, the Electric Cities of Georgia, of which the CITY is a member, has prepared a request for proposal, Instructions to Contractors, and General Conditions for Right of Way Clearing and Maintenance Services, attached hereto and incorporated herein as Exhibit "A".

WHEREAS, Electric Cities of Georgia, on behalf of its members, has solicited bids and proposals from various contractors on behalf of its members;

WHEREAS, based upon said proposals, the CITY has decided to employ as an independent contractor, the CONTRACTOR to perform the right of way clearing and maintenance outlined herein.

WHEREAS, CONTRACTOR has agreed to accept said work on the terms and conditions outlined herein.

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 CITY shall and does engage the services of CONTRACTOR to perform certain right of way clearing and maintenance.

I. CONTRACT TERMS

The contractual terms as outlined in the Request for Proposal, Instructions to Contractors and General Conditions of the ECG Contract and Agreement Specification and Proposal Forms, for Electric Right of Way clearing and maintenance services attached hereto as Exhibit "A", is hereby agreed to and adopted by reference, except as specifically stated herein. Specifically, Division I, II, III, IV and V, and addendums related thereto, their terms and conditions contained therein are hereby adopted and included herein. This is hereafter referred to as ECG CONTRACT.

II. SPECIFICATIONS

The Addendum to Specifications attached hereto as Exhibit "B" which are to be referred to as part of Division IV of the ECG CONTRACT as outlined therein.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows: (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) CONTRACTOR will, in all solicitations or advertisements for employees, qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin; (3) CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

IV. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as CITY may deem necessary, the CONTRACTOR shall make available to CITY and/or representatives of CITY for examination, all of its records with respect to all matters covered by the Agreement. It shall also permit CITY and/or representatives to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by CITY of any reviewing agencies, and CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

V. INDEPENDENT CONTRACTOR

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

VI. MISCELLANEOUS PROVISIONS

A. ASSIGNMENT: This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by CITY or CONTRACTOR without prior written consent of the other.

B. INTEGRATION: This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing and signed by both parties.

C. JURISDICTION: This Agreement shall be construed, administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. Venue for any litigation shall be in Bartow County, Georgia. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

D. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

City of Cartersville
P. O. Box 1390
1 North Erwin Street
Cartersville, GA 30120
Attention: Don Hassebrock, Electric Director

CONTRACTOR:

Trees Unlimited
P. O. Box 10
Cave Springs, GA 30124

E. CAPTIONS: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of the Agreement in any respect.

F. REFERENCES: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of this singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

G. LEGAL PROCEEDINGS: In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

H. INTERPRETATION: Both parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties.

I. **IMMIGRATION REFORM COMPLIANCE REQUIREMENT.** During the entire duration of this contract, Contractor and all Subcontractors must remain in compliance with the Georgia Security and Immigration Compliance Act of 2007 and Georgia Code §13-10-91 and §50-36-1.

J. **EXHIBITS:** The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

K. **AMENDMENT:** This Agreement may only be modified or supplemented by written agreement, approved and executed by both parties hereto.

L. **TIME OF ESSENCE:** Time is of the essence in this Agreement.

M. **EXTENT OF AGREEMENT:** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations of agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 20th day of June, 2016.

W.E. HICKS, INC. d/b/a TREES UNLIMITED

Wendell Hicks

President

Bill Morris Sr.

Secretary

CITY OF CARTERSVILLE, GEORGIA

____

Matthew J. Santini, Mayor

____

ATTEST: Connie Keeling, City Clerk (SEAL)

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Leaf Collection Body

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recomendation:	The Stormwater Division of Public Works opened bids for a Leaf Collection Body to be installed on Truck #6258, the truck and chassis are still in excellent shape but the existing leaf collection body manufactuer went out of business and we can not get parts for the body of which we have had constant maintenance issues with. The Garage recomends replacing this body instead of continuing to repair. We recommend approval of the low bidder, Carolina Environmental Systems for a Pac Mac LV25 Series Vacuum Body for $65,550. This is a budgeted item.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid with leasepool reimbursement.
Legal:	
Associated Information:	

Bid Tabulation			
City of Cartersville Truck Mounted Self-Contained Debris Collector			
Vehicle	**Company**	**Total**	
SCL800SM-3X 25CY Automated Vacuum Leaf Collector John Deer 4045T 84HP T3 diesel	ODB	$ 85,916.00	
SCL800SM-3X 25CY Automated Vacuum Leaf Collector Kabota 87HP gas engine	ODB	$ 82,916.00	
TDD115-47CUS Traffic Directional LED	ODB	$ 1,200.00	Not specified in bid
Pac Mac LV25 Series Vacuum Body	Carolina Environmental Systems	$ 65,550.00	
Tarco Typhoon 4025	Municipal Equipment Sales	$ 72,234.00	

Item # 6

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
PE Pipe Fusion Equipment

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recomendation:	We have requested and received three bids for fusion equipment capable of joining 6 inch PE pipe. We recommend accepting the low bid of $8,146.48 from HD Supply Fusible Piping.
City Manager's Remarks:	Your approval of this purchase from HD Supply is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Gary Riggs

From: Michael Dickson

Date: June 27, 2016

Re: Butt Fusion Equipment Purchase

The Gas Department needs to purchase new butt fusion equipment that is capable of joining 6-inch polyethylene pipe. This new equipment will also work on smaller pipe, provide the department with a second fusion setup for a backup and also to aid in production speed when installing polyethylene gas mains. We received three bids for the proposed equipment. I recommend we purchase the equipment from HD Supply Fusible Piping. They submitted the lowest bid of $8146.48.

The bid tabulation form is attached.

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

TABULATION OF BIDS

Bids for a steel pipe squeeze tool. 3-17-16

				1		2		3	
				HD Supply		**Consolidated Pipe**		**General Utility Pipe & Supply**	
				BASE BID:	**$8,146.48**	BASE BID:	**$8,807.00**	BASE BID:	**$11,345.00**
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	**McElroy Pit Bull 26 Butt Fusion Package**	**1**	**ea**	**$8,146.48**	$8,146.48	**$8,807.00**	$8,807.00		$0.00
	PN A708502,809215,809434,439001				$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
2.	**GF Model 28HP Butt Fusion Machine Package**	1	**ea**		$0.00		$0.00	**$11,345.00**	$ 11,345.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
			BID PROPOSAL	**Total:**	**$8,146.48**	**Total:**	**$8,807.00**	**Total:**	**$11,345.00**

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City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Gas Department Civil Work

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recomendation:	This agreement is for the civil engineering site design for our Old Mill Road property. This work will be performed after the hydrologic and geotech work is done and the results are satisfactory. The cost of this work is $28,500. I recommend accepting this bid.
City Manager's Remarks:	This work will need to be done to evaluate the Old Mill Rd. site as the Gas Department's new HQ. This will also help give us answers and information to the residents whose properties abut this one. Your approval of this agreement is recommended.
Financial/Budget Certification:	This a budgeted item.
Legal:	The City Attorney has approved this agreement.
Associated Information:	

civilogistix

Matt Bailey, PE
civilogistix, llc
59 Mission Hills Drive
Cartersville, Ga 30120
(678) 925-6003
matt@civilogistix.com

June 10, 2016

Brian Friery, System Engineer
City of Cartersville Gas System
P.O. Box 1390
Cartersville, Ga 30120
Phone: 770.387.5642
Fax: 770.387.5638
Email: bfriery@cityofcartersville.org

Re: Cartersville Gas System-Old Mill Road Office
Civil Construction Documents Proposal-Phase-2

Mr. Friery,

I'm excited for the opportunity to offer Cartersville Gas System (Owner) this proposal for your project located on Old Mill Road, City of Cartersville, Ga. This appears to be a fantastic location and a great project and for long term value. I understand that the design of the 8 +/- acre parcel will be accomplished in phases. The Phase-2 scope of work will include the civil engineering site design in order to obtain a land disturbance permit. The conceptual site plan utilized in Phase-1 will be revised to provide a finalized site plan per the Cartersville Gas System requirements and the results of the hydrologic analysis performed in Phase-1.

The Phase-2 scope of work will include the site design for the 8 +/- acre site. The civil engineering site design will include a 10,500 s.f. office, 9,000 s.f. warehouse, 2,800 s.f. welding shop, 7,500 s.f. storage building, fuel station building & canopy, and several covered truck parking and pipe storage areas. In addition to the proposed buildings the civil engineering scope will include the design of a 7 +/- acre regional stormwater pond and pedestrian walking trail. Phase-2 will include the design of one industrial driveway to accommodate the proposed vehicles accessing the proposed facility. The conceptual basis of design will be a preliminary site plan prepared by civilogistix, llc (Consultant).

Surveying services are not included in the scope of work. It is assumed that civilogistix, llc will receive a digital survey in a CAD format to include all the survey information needed to complete the civil engineering

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construction documents. By the request of the owner civilogistix, llc will provide a proposal to perform the necessary surveying for the project.

I have detailed the following components of design as I understand your desires and offer the following proposal for professional engineering services.

Limits of Work: The limits of work for this proposal include the 8 +/- acre Gas System site, the 7 +/- stormwater pond, and the adjacent right of way necessary for access and drainage.

Scope of Services: Our scope of services includes:

Phase 2

- Schematic Design
- Design Development
- Construction Documents
- Hydrologic Analysis and Design (updated from Phase-1)
- Flood Study (updated from Phase-1)
- Full Access Design
- Landscaping (per Cartersville Regulations Only)
- Permitting Coordination
- Specifications Project Manuel

Design Development: Revisions to the conceptual plan to further develop the design in accordance with the regulatory requirements and the Owner's goals as well as coordination with the City of Cartersville plan reviewers. A preliminary grading plan will be prepared to address earthwork and stormwater management.

Contract Documents: Civil engineering plans to include demolition, site, grading and drainage, utility layout, stormwater pollution prevention plan, tree preservation and replacement plan, storm and/or sanitary profiles, details, and specifications.

Hydrologic Analysis and Design: Design includes finalizing the stormwater piping design, runoff basin and detention routing analysis, incorporation into the construction documents, pipe profiles, and hydrology reports necessary for permitting. The hydrologic design will include water quality, channel protection, and a 10-percent downstream analysis as required by the City of Cartersville.

Project Manual: Specifications for civil construction documents (Divisions 31, 32, and 33).

Permitting Coordination: Plan submittal, coordination with the architect and appropriate consultants and addressing jurisdictional comments are included in the fee. The plans will be submitted to the following departments for review and approval in order to obtain a Land Disturbance Permit: Cartersville Water and Sewer, Planning and Zoning, Fire Department, Gas Department, Electric Department, and Public Works.
Permitting fees to be paid for by Owner.

Bidding Coordination: To be billed on a time spent basis as requested by owner. **(Optional)**

Contract Administration: To be billed on a time spent basis as requested by owner. **(Optional)**

Project Closeout: To be billed on a time spent basis as requested by owner. **(Optional)**

Compensation for Services: This proposal is valid for 60 days from the date of issuance by civilogistix, llc. Criteria changes requested by the Owner after construction documents preparation has begun will be billed on a time spent basis. Release on Phase 2 to be initiated by the Owner after the receipt of the signed proposal.

Schematic Design…………………………………………………$2,400
Design Development……………………………………………Included in Construction Documents
Updated Hydrologic Analysis………………………………..Included in Construction Documents
Construction Documents………………………………………$19,000
Updated Flood Study……………………………………………..$1,700
Full Access Design…………………………………………………$4,000
Specifications/Project Manual……………………………..$1,400
Payment: Compensation for services and reimbursable expenses are due and payable upon receipt of invoice from civilogistix.

Construction Administration after permitting: The scope of the Construction Administration/Inspection services will be inspections and project coordination during construction. civilogistix, llc will issue responses to request for information and review all submittals. Site visits will be performed and coordinate meetings will be attended as requested by owner/developer. Construction Administration will be billed according to the below hourly rate schedule.

Additional Budgeting: Additional services that are not included in this proposal and that may be budgeted include: fuel station underground piping/tank design, surveys, landscape architect design, geotechnical exploration, wetland delineation, environmental assessments, traffic studies and signal design, site electrical plans. Standard reimbursables such as reproductions will be billed at 110% of actual cost.

Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Hourly Rates For Additional Services: Fees for additional services shall be based on the following hourly rates:

- Principal $150.00/hour
- Project Manager $125.00/hour
- Civil Designer $100.00/hour

Termination of Agreement: This Agreement may be terminated by either party upon five (5) days written notice. In this event, civilogistix shall be compensated for the services performed and reimbursable expenses up to the termination date.

I anticipate that this proposal is consistent with your desired scope and receives favorable receipt. Please indicate your acceptance of this agreement by returning a signed copy to civilogistix.

WITNESS:	Civilogistix, LLC.:
By: ____________________	By: Matt Ba______________
Title: ____________________	Title: Vice President
ATTEST:	CITY OF CARTERSVILLE:
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Gas Department Copier

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recomendation:	We have received a price to replace our 13 year old copier. I recommend accepting the price of $7495.00 for a Canon copier.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Gary Riggs

From: Deska Brown

Date: June 27, 2016

Re: Canon Copier

Our current copier was purchased in 2003 and has made 613,551copies.

The Gas System has requested information from FiberCom for a new copier/printer/fax. It has been suggested to order a Canon IRADVC33301 with a purchase and maintenance agreement (PMAF #S0535258.02). FiberCom sent over the attached quote from Canon, pricing as follows:

Canon Copier Image Runner 3325 with maintenance agreement $7495.00

I recommend accepting the bid from Canon since the City of Cartersville uses Canon solely to provide their multipurpose printer/copier/fax machine to ensure the lowest pricing.

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

PURCHASE AND MAINTENANCE AGREEMENT

PMAF# S0535258.02

Salesperson: Anne Kathryn Reissing   Order Date: 3/28/2016

Customer ("You"):	Customer Account:	Ship To:	
Company: City of Cartersville		Company: CARTERSVILLE, CITY OF	
Address: 1 N Erwin St PO Box 1390		Address: 4 Cook Street	
City: Cartersville	County: BARTOW	City: CARTERSVILLE	County: BARTOW
State: GA Zip: 30120	Phone: 678.229.7235	State: GA Zip: 30120	Phone: 678.229.7235
Contact: David Stiles	Fax:	Contact: David Stiles	Fax:
E-Mail: dstiles@cartersvillega.gov		E-Mail: dstiles@cartersvillega.gov	

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

Payment Terms	Other Requirements		
☐ Check with Order Check # ____	☑ Purchase P.O. Required P.O.# ____	Subtotal	$7,495.00
☐ Net 30	☐ Maintenance P.O. Required P.O.# ____	Delivery/Install	$0.00
☑ Other ____	☑ Tax Exempt (Attach Certificate)	Sales Tax	
☐ Credit Card Requires submission of secure credit card authorization form.		Total	
		Deposit	$0.00
		Balance Due	

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

Base Charge Billing Cycle	Coverage Plan
☑ Monthly ☐ Quarterly ☐ Other ____	☑ Per Unit ☐ Fleet If adding to existing fleet, applicable contract # ____ ☐ Aggregate If adding to existing Aggregate, provide either a contract # or serial # ____

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

CUSTOMER SATISFACTION POLICY

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

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

Customer's Authorized Signature ____________________

Printed Name ____________ Title ____________ Date ____________

ADDITIONAL TERMS AND CONDITIONS

PMAF# S0535258.02

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

1. PURCHASE OF EQUIPMENT AND MAINTENANCE

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

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

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

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

3. Non-Covered Service. The following services, and any other work beyond the scope of this Agreement are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Section 1.3(a) above), other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Listed Items with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of network/system connection device, except when listed on face page. If you have NOT selected Maintenance on the face page, any of the maintenance services described in Section 2 above shall be available only upon your request, and shall be invoiced in accordance with CSA's then current labor, parts and supply charges.

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

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

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

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

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

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

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

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

Item # 9

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

Purchase and Maintenance Agreement **Schedule A**

#PMAF S0535258.02 Page 1 of 1

Customer Name: CARTERSVILLE, CITY OF

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

Ship To Information

Delivery Address: 4 Cook Street Gas Dept		Connectivity Contact: David Stiles
City: CARTERSVILLE	County: BARTOW	I/T Phone #: · E-Mail: dstiles@cartersvillega.gov
State: GA · Zip: 30120	Phone #: 678.229.7235	Elevator: Yes ☐ No ☐ · Loading Dock: Yes ☐ No ☐
Delivery Contact: David Stiles	Fax #:	Earliest Delivery Date: 3/28/2016 · # of Steps: 0 · Hours of Operation: 9-5
E-Mail: dstiles@cartersvillega.gov		Special Instructions:

Equipment Information

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

Equipment Maintenance Information

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

☐ Equipment excluded from Maintenance Alternate Meter Read Method: ______

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

Start Meter B & W	Start Meter Color	Excess per Image Charge B & W	Excess per Image Charge Color
		0.01200	0.06900

☐ Equipment excluded from Maintenance Alternate Meter Read Method: ______

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

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

Maintenance Base Charge Schedule Page Total ______ Customer Initials: ______ Date: ______

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Transco Service Agreement

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recomendation:	This agreement is for 5,000 Decatherms per day on Transco's Dalton Lateral. I recommend council approval of this agreements.
City Manager's Remarks:	This agreement has been reviewed by the City Attorney and is recommended for your approval.
Financial/Budget Certification:	N/A
Legal:	This agreement has been approved by the City Attorney's office.
Associated Information:	

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)

THIS AGREEMENT entered into this ______ day of ________________________, 2016, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and CITY OF CARTERSVILLE, GEORGIA, a Georgia municipal entity, hereinafter referred to as "Buyer," second party,

WITNESSETH

Item # 10

WHEREAS, by order issued June __, 2016, in Docket No. CP15-117-___, the Federal Energy Regulatory Commission ("FERC") has authorized Seller's Dalton Expansion Project ("Dalton Project"); and

WHEREAS, Dalton will add 448,000 dt per day of incremental firm transportation capacity to Seller's system by a proposed in-service date of May 1, 2017; and

WHEREAS, Buyer has requested firm transportation service under Dalton and has executed a Precedent Agreement with Seller, dated August 14, 2015, as amended, for such service ("Dalton Precedent Agreement"); and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under the Dalton Project pursuant to the terms of this service agreement and the Dalton Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 5,000 dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

Item # 10

ARTICLE III
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of May 1, 2017 or the date that all of Seller's Dalton Project facilities necessary to provide firm transportation service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion and shall remain in force and effect for a primary term of twenty five (25) years and thereafter until terminated by Seller or Buyer upon at least two (2) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such rate schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

The credit support provisions set forth in that certain Dalton Precedent agreement(s) dated August 14, 2015 (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.1 of this tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

Item # 10

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s): None

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Georgia, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention: Director, Customer Services

(b) If to Buyer:
City of Cartersville, Georgia
19 North Erwing
Cartersville, Georgia
Attention: Gary Riggs

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

Item # 10

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By________________________________

____

____

CITY OF CARTERSVILLE, GEORGIA
(Buyer)

By________________________________

Connie Keeling

City Clerk, City of Cartersville, Georgia

CITY OF CARTERSVILLE, GEORGIA
(Buyer)

By________________________________

Matthew J. Santini

Mayor, City of Cartersville, Georgia

Exhibit A

Point(s) of Receipt	Maximum Daily Capacity Entitlement at each Receipt Point (DT/day)*
1. Seller's Pooling Station 210 located on Seller's mainline in Mercer County, New Jersey at milepost 1776.79.	5,000
2. The proposed point of interconnection between Seller's mainline in Coweta County, Georgia at Station 115 and the proposed Dalton Lateral at milepost 1007.65	5,000

Item # 10

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this service agreement, which are subject to change as provided for in Article V, 2 hereof.

Exhibit B

Point(s) of Delivery	Maximum Daily Capacity Entitlement at each Delivery Point(Dt/Day)	Pressure
1. Seller's interconnection with Gulf South Pipeline Company, LP at Holmesville in Pike County, Mississippi at milepost 655.46 on Seller's mainline.	5,000	Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.
2. The proposed point of interconnection between Seller's mainline in Coweta County, Georgia at Station 115 and the proposed Dalton Lateral at milepost 1007.65	5,000	Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.
3. The proposed point of interconnection between Seller and Buyer on the Dalton Lateral in Bartow County, Georgia	5,000	Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

Item # 10

Exhibit C

Specification of Negotiated Rate and Term

During the primary term of this service agreement (as set forth in Article IV of this service agreement) ("Primary Term"), Buyer shall pay Seller a daily reservation rate of $0.50580 per dt/day ("Negotiated Reservation Rate").

In addition to such Negotiated Reservation Rate, Buyer shall be responsible for compressor fuel and line-loss makeup retention and shall pay the electric power unit rates, commodity rates and all applicable surcharges set forth in Seller's FERC Gas Tariff for Rate Schedule FT service to Buyer under this Agreement as approved by FERC. The fuel and line-loss makeup retention, electric power unit rates, commodity rates, and applicable surcharges are subject to change from time to time as approved by the FERC, and either party may exercise its statutory rights to effectuate or oppose such changes.

Item # 10

Seller will agree, upon written request by Buyer at least twenty-seven (27) months prior to the end of the Primary Term, to extend the term of this Agreement for an additional five (5) year period ("First Term Extension") at the TCQ in effect at the end of the Primary Term and, at the sole election of Buyer, pay either (A) the Negotiated Reservation Rate and all other applicable rates and charges as further described above, or (B) the applicable maximum cost of service-based recourse rates under Rate Schedule FT of Seller's FERC Gas Tariff for firm transportation service under the Dalton Project.

Seller will agree, upon written request by Buyer at least twenty-seven (27) months prior to the end of the First Term Extension, to extend the term of this Agreement for a second additional five (5) year period at the TCQ in effect at the end of the end of the First Term Extension and, at the sole election of Buyer, at either (A) the Negotiated Reservation Rate and all other applicable rates and charges as further described above, or (B) the applicable maximum cost of service-based recourse rates under Rate Schedule FT of Seller's FERC Gas Tariff for firm transportation service under the Dalton Project.

Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above provided the terms and conditions of the negotiated rate agreement are consistent with the terms and conditions of the Precedent Agreement and this Agreement.

Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Annual Firehouse Software license agreement

SubCategory:	Contracts/Agreements
Department Name:	Fire
Department Summary Recomendation:	Respectfully request approval of the annual Firehouse Software license agreement. This is the record management software that is utilized by the fire department for al incidents, inspections and record management needs. The amount of the annual renewal is $6850.00 Your positive consideration is sought and appreciated.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

FIREHOUSE Software®
A Xerox Solution

Cartersville Fire Dept (GA)(VSL)
PO Box 1390
Cartersville, GA 30120

This letter is a reminder that your **FIREHOUSE Software Annual Maintenance & Support Contract** has (or will) expire on **8/1/2016**. Cost to renew your current FH Support contract for another year is **$6,850.00**. If you would like an invoice, please sign page 2 of this notice and return to your sales rep via email sales@fhsoftwaresales.com, fax (515) 493-4374, or mailing to the following address:

FIREHOUSE Software
400 Locust St. #360
Des Moines, IA 50309

FH Standard Support Coverage Includes:

- **Live Telephone support on a toll free (800) number**: 1-800-921-5300 extension 2.
  - Monday-Friday 6:00 AM CST to 9:00 PM CST, Sat 8:00 AM to 12:00 PM CST.
- **Unlimited email support:** support@firehousesoftware.com
- **Unlimited Online Instant Chat**: Live Chat is available from 8:00 AM to 6:00 PM CST. Accessed from virtually every page on http://www.firehousesoftware.com/. Under the Live Chat heading, click the link for Support Chat.
- **Program updates and maintenance releases**. FH software updates are automatically distributed via emailed downloads to the primary contact.

FH Support Changes:

- **New Support hours:** FH support hours are officially extended from 6:00 AM CST to 9:00 PM CST, Monday through Friday.
- **Closing Tickets:** FH Support has also changed its practice of closing a ticket after three attempts to reach the customer. Now, policy requires a continued effort to reach you until the issue is resolved, or until an FH manager reviews and closes the ticket.
- **24 Hour Support:** FH Support is available 24-hours a day, including weekends and holidays. You will reach a live agent regardless of when you call. If your issue is not an emergency, we will follow up your call during regular FH support hours. If your issue is an emergency, the on-call manager and any support technicians needed will be contacted directly during off hours. *Please note, additional fees may apply for emergency assistance.*

If you have questions or need anything else, please call SALES at (888) 866-9119.

Regional Account Manager: Bradley Reineke
Additional Sales Staff: Roger DeDoncker, Scott McFarland, Eric Brenneman, Rebecca Weber

FIREHOUSE Software®
A Xerox Solution

UPDATE CONTACT INFORMATION

Please cross out incorrect information, include correct information, sign and return via email, fax, or mail. **THIS IS NOT AN INVOICE. PLEASE RETURN SIGNED QUOTE ACCEPTANCE.**

Customer Number: 330638
Customer Name: Cartersville Fire Dept (GA)(VSL)
Primary Contact: Scott Carter
Title:
***E-Mail:** scarter@cityofcartersville.org
*Required – software updates will be sent electronically to e-mail address on file.

Bill To Address:
Address Line 1: PO Box 1390
Address Line 2:
City, State, Zip: Cartersville, GA 30120

Ship To Address:
Address Line 1: 195 Cassville Rd.
Address Line 2:
City, State, Zip: Cartersville, GA 30120

Phone 1: (770) 387-5635 ☐work ☐home ☐ mobile
Phone 2: ☐work ☐home ☐ mobile
Fax: (770) 387-7413

QUOTE ACCEPTANCE:

Customer Number: 330638 **Renewal price:** $6,850.00 **Renewal Date:** 8/1/2016

Printed Name:____

Signature:________________________________ **Date:**______________

☐ Yes, I would like to be automatically invoiced for next year's FH Annual Support Renewal.
☐ Yes, I would like to be contacted about FH training opportunities.
☐ Yes, I would like to be contacted about possible FH Software upgrades.

FIREHOUSE Software, A Xerox Solution
400 Locust St., #360
Des Moines, Iowa 50309
Sales: (888) 866-9119
Support: (800) 921-5300 ext 2

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Georgia Municipal Association Membership Dues

SubCategory:	Other
Department Name:	Administration
Department Summary Recomendation:	This is invoice for the Georgia Municipal Association 2016-2017 membership dues.
City Manager's Remarks:	This item is above $5,000 and therefore requires your approval, which is recommended.
Financial/Budget Certification:	This is a budgeted item in the FY 2017 budget.
Legal:	
Associated Information:	

GEORGIA MUNICIPAL ASSOCIATION

Membership Dues Invoice

City of Cartersville
Ms. Connie Keeling
PO Box 1390
Cartersville, GA 30120-1390

INVOICE #:	DUES 16-17
INVOICE DATE:	6/17/2016
DUE DATE:	7/1/2016
MEMBER #:	372

BILLING DESCRIPTION		AMOUNT
2016-2017 Membership Dues	Base Fee:	$1,389.00
Population: 20319 @ 0.24967		$5,073.04
	Total Due:	**$6,462.04**

Remittance advice - Cut here and insert in #10 window envelope

GEORGIA MUNICIPAL ASSOCIATION

MEMBER #:	372
Total Due:	**$6,462.04**

PLEASE MAIL PAYMENT WITH REMITTANCE ADVICE TO:

GEORGIA MUNICIPAL ASSOCIATION
PO Box 105377
ATLANTA, GEORGIA 30348

Georgia Municipal Association Affidavit

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Georgia Municipal Association, Inc. (GMA), has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicable provisions of O.C.G.A. §13-10-91.

The undersigned agrees that should it employ any subcontractor(s) in connection with the physical performance of services in Georgia pursuant to this contract, GMA will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form.

69371
EEV / Basic Pilot Program User Identification Number

Ronnie L. Patterson — June 17, 2016
BY: Authorized Officer or Agent — Date

Chief Financial Officer
Title of Authorized Officer or Agent

Ronnie L. Patterson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

17th DAY OF June, 2016

Yolanda E Leaks
Notary Public
My Commission Expires: April 14, 2017

YOLANDA E LEAKS
MY COMMISSION EXPIRES APRIL 14, 2017
NOTARY PUBLIC
HENRY COUNTY, GA

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Expenditure of SPLOST 2003 Funds

SubCategory:	Other
Department Name:	Administration
Department Summary Recomendation:	Currently there is $373,097 in the 2003 SPLOST funds bank accounts with only a small portion of these funds allocated for expenditure. At this time staff would like to discuss with City Council how to expend the remaining funds in this account. Staff recommends the remaining funds be expended on roadway infrastructure some of which would be the FY 2016-17 LMIG match. If City Council approves of this, staff will bring before City Council at future meetings roadway infrastructure projects for your approval and inform you how much of these projects will be paid from 2003 SPLOST funds until the fund is depleted.
City Manager's Remarks:	This needs to be nailed down so that we can proceed with expenditure of the funds. This one isn't a moving target like the '14 list that still has funds being collected for it. I concur with Dan's recommendation above.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPLOST 2003

Estimated Funds Remaining as of May 31, 2016

Bank Balances			
BB&T Checkbook Balance - balance as of 5/31/2016	3,382.65		
US Bank Investment Account - balance as of 5/31/16	369,714.85		
2003 SPLOST Funds Available			**373,097.50**
Expenses - Approved by City Council			
Fire Training Center		5,200.00	
Total Approved Expenses			**5,200.00**
Proposed Expenditure of Remaining Funds			
FY 2016-17 LMIG Match		53,400.00	
Roadway Infrastructure Maintenance		314,497.50	
Total Proposed Expenses			**367,897.50**
Remaining Balance of 2003 SPLOST Funds			**0.00**

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Pension Prepayment

SubCategory:	Other
Department Name:	Administration
Department Summary Recomendation:	City retirees are paid their monthly pension benefit on the 1st of every month and in order to fund these payments (July 2016 amount of $236,776.10) Benefit Trust, who holds city's pension assets, must sell some of the pension assets monthly to make these payments. Benefit Trust normally sells these assets within the last few days of each month, June 28th and June 30th for the July pension benefit payments. Due to the recent referendum in Britain to leave the European Union, U.S. stock markets have declined around 5%. This quick decline in the stock market meant that the city's pension assets were worth less just in a matter of days. The Pension Plan Investment Advisor, Clark Weeks, called and felt that the stock markets may be overreacting and that if the city could pre-fund our July payroll pension contributions, we could save money by not having to sell pension assets due to the quick downturn in the stock market. The Pension Board was polled and approved of pre-funding our July payroll pension contributions in the amount of $236,776.10 which normally would have occurred on July 7th and 21st. This pre-funding took place on July 1st. By pre-funding the July 2016 pension benefit payment, the city saved pension assets from not being sold at a loss due to the "Brexit" vote in Britain. This was a time sensitive matter and I am requesting City Council approval of this pension payment pre-funding.
City Manager's Remarks:	Your approval of this item is needed per the City Attorney's review of the matter.
Financial/Budget Certification:	The lump sum is unbudgeted. However, the city and the employees do make contributions to the retirement plan every payroll (7-7-16 and 7-21-16). The city is making contributions early for the month of July with the intention of not taking a large loss on the assets being sold because of the Brexit vote. Funds are available to make this payment.
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
7/7/2016 7:00:00 PM
Invoice - Bartow County Landfill

SubCategory:	Other
Department Name:	Parks and Recreation
Department Summary Recomendation:	The attached invoice from the Bartow County Solid Waste (Landfill) is for material resulting from the demolition of Dellinger Park buildings. Cartersville Public Works Department demolished the three buildings and hauled material to landfill the last week of May. This will be paid out of Parks & Recreation budget for trash & brush deposal. I recommend paying invoice.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This will be paid with the GO Park Bond funds.
Legal:	
Associated Information:	

Bartow County, GA

Page: 1

Department of Solid Waste
112 W. Cherokee Ave. Suite 300
Cartersville, GA 30120
770.387.5015

Statement

For Dates 5/1/2016 to 6/1/2016

Customer ID: 507

City of Cartersville Rec Dept
PO Box 1390
Cartersville, GA 30120

Payments Due By: 6/24/16

Total Amount Due: $5,631.02

Amount Paid: ____________

Please remit payment to: 112 W. Cherokee Ave., Suite 330, Cartersville, GA 30120

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Statement

Page: 1

For Dates 5/1/2016 to 6/1/2016

Invoice #:2871

Customer ID: 507

City of Cartersville Rec Dept
PO Box 1390
Cartersville, GA 30120

Rec
JUN - 8 2016

For questions regarding your Statement, please refer to the contact information below from 8am to 4pm, Monday through Friday.

Phone: 770.387.5015

Previous Balance	Payments (-)	Adjustments (+ or -)	Current Charges (+)	SubTotal (=)		Total Amount Due (=)	Payment Due By
$ 1,052.10	-$1,052.10	$ 0.32	$ 5,630.70	$ 5,631.02		**$5,631.02**	**6/24/16**

Date Out	Ticket / Check #	Truck #	Description	Special Fees	Net Tons	Total Charges
Payments and Credits						
05/31/2016	109991					-$1,052.10
						($1,052.10)
Charges						
COMM C & D						
05/02/2016	728332	507-719	9 COMM C & D	$0.00	7.24	$217.20
05/02/2016	728358	507-719	9 COMM C & D	$0.00	7.51	$225.30
05/02/2016	728386	507-719	9 COMM C & D	$0.00	9.40	$282.00
05/20/2016	731675	5-6440	9 COMM C & D	$0.00	3.93	$117.90
05/20/2016	731677	5-6424	9 COMM C & D	$0.00	3.48	$104.40
05/20/2016	731690	5-6440	9 COMM C & D	$0.00	3.72	$111.60
05/20/2016	731697	5-6424	9 COMM C & D	$0.00	2.87	$86.10
05/20/2016	731735	5-6443	9 COMM C & D	$0.00	2.37	$71.10
05/20/2016	731737	5-6440	9 COMM C & D	$0.00	3.86	$115.80
05/20/2016	731740	5-6234	9 COMM C & D	$0.00	4.14	$124.20

APPROVED
RECREATION DEPT
DATE APPROVED: 6/16/16
DEPT HEAD: [signature]
CITY MGR

CHARGE ACCOUNT(S)	AMOUNT
100-5100-52-2111	5631.02
100-5100	
TOTAL	5631.02

Item # 15

Statement

For Dates 5/1/2016 to 6/1/2016

Invoice #:2871

Customer ID: 507

City of Cartersville Rec Dept
PO Box 1390
Cartersville, GA 30120

For questions regarding your Statement, please refer to the contact information below from 8am to 4pm, Monday through Friday.

Phone: 770.387.5015

Date Out	Ticket / Check #	Truck #	Description	Special Fees	Net Tons	Total Charges
05/20/2016	731744	5-6444	9 COMM C & D	$0.00	1.44	$43.20
05/20/2016	731751	5-6440	9 COMM C & D	$0.00	2.38	$71.40
05/20/2016	731754	5-6443	9 COMM C & D	$0.00	2.02	$60.60
05/20/2016	731755	5-6424	9 COMM C & D	$0.00	2.74	$82.20
05/20/2016	731756	5-6444	9 COMM C & D	$0.00	1.06	$31.80
05/20/2016	731768	5-6440	9 COMM C & D	$0.00	4.85	$145.50
05/20/2016	731769	5-6424	9 COMM C & D	$0.00	4.75	$142.50
05/20/2016	731772	5-6443	9 COMM C & D	$0.00	2.61	$78.30
05/20/2016	731775	5-6444	9 COMM C & D	$0.00	1.71	$51.30
05/20/2016	731787	5-6440	9 COMM C & D	$0.00	5.57	$167.10
05/20/2016	731788	5-6424	9 COMM C & D	$0.00	5.11	$153.30
05/23/2016	731899	5-6424	9 COMM C & D	$0.00	6.02	$180.60
05/23/2016	731905	5-6440	9 COMM C & D	$0.00	6.86	$205.80
05/23/2016	731914	5-6444	9 COMM C & D	$0.00	2.87	$86.10
05/23/2016	731934	5-6424	9 COMM C & D	$0.00	8.25	$247.50
05/25/2016	732362	5-6440	9 COMM C & D	$0.00	4.31	$129.30
05/25/2016	732364	5-6424	9 COMM C & D	$0.00	3.23	$96.90
05/25/2016	732380	5-6440	9 COMM C & D	$0.00	4.42	$132.60
05/25/2016	732384	5-6424	9 COMM C & D	$0.00	4.03	$120.90
05/25/2016	732386	5-6443	9 COMM C & D	$0.00	2.48	$74.40
05/25/2016	732398	5-6440	9 COMM C & D	$0.00	4.84	$145.20
05/25/2016	732400	5-6424	9 COMM C & D	$0.00	4.71	$141.30
05/25/2016	732401	5-6443	9 COMM C & D	$0.00	2.93	$87.90
05/25/2016	732417	5-6440	9 COMM C & D	$0.00	6.02	$180.60
05/25/2016	732430	5-6424	9 COMM C & D	$0.00	7.10	$213.00
05/25/2016	732438	5-6443	9 COMM C & D	$0.00	3.67	$110.10
05/25/2016	732449	5-6440	9 COMM C & D	$0.00	7.39	$221.70
05/25/2016	732451	5-6424	9 COMM C & D	$0.00	3.91	$117.30
05/26/2016	732635	5-6424	9 COMM C & D	$0.00	5.87	$176.10
05/26/2016	732644	5-6440	9 COMM C & D	$0.00	4.95	$148.50
05/26/2016	732649	5-6424	9 COMM C & D	$0.00	4.10	$123.00
05/26/2016	732664	5-6440	9 COMM C & D	$0.00	6.97	$209.10
					187.69	**$5,630.70**

Finance Charges for Overdue Balance

06/01/2016	Finance Charges for Overdue Balance Invoice #2417 Amt Due: $15.95 Due Date: 3/24/2016	$0.32
		$0.32

Current Activity	**187.69**	**$5,630.70**

AMOUNT DUE: 5,631.02

Item #15