



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 3/3/2016
Work Session – 6:00 P.M.

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. February 18, 2016 (Pages 1-8)

[Attachments](#)

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

1. File Z16-01: Rezoning application by William Hicks and Patsy H. Wade for property located at 328 Tennessee Street and 143 Douglas Street (approximately 1.53 acres) from M-U (Multiple Use) and R-D (Single Family Duplex) to M-U (Multiple Use) (Pages 9-19)

[Attachments](#)

2. File SU16-01: Special Use application by J. Austin Pugmire for property located at 328 Tennessee Street and 143 Douglas Street to expand adjacent Pugmire Ford Auto Dealership. Said property contains approximately 1.53 acres. (Pages 20-37)

[Attachments](#)

C. Appointments

1. Development Authority of Cartersville (Page 38)

[Attachments](#)

D. Contracts/Agreements

1. Southern Natural Exhibits (Pages 39-42)

[Attachments](#)

E. Bid Award/Purchases

1. Gas Department Uniforms (Pages 43-45)

[Attachments](#)

2. Electric Department Meter Testing Program (Pages 46-58)

[Attachments](#)

3. 1000Kw Generator Service (Pages 59-61)

[Attachments](#)

4. WPCP: Secondary Screw Pump #1 Bottom Bearing (Pages 62-66)

[Attachments](#)

5. Spare Flygt Mixer for Premix (Pages 67-69)

[Attachments](#)

6. Material for Water/Sewer Improvements Related to Park Bond Projects (Pages 70-72)

[Attachments](#)

F. Change Order

1. Pettit Creek Trail phase 3 - Change-Order Southland Engineering & CSX (Pages 73-86)

[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
3/3/2016 7:00:00 PM
February 18, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Your approval of the Council minutes from 2.18.16 is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 February 18, 2016
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Hodge

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

II. Regular Agenda

A. Council Meeting Minutes

1. February 4, 2016

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

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

1. File Z16-01: Rezoning application by William Hicks and Patsy H. Wade for property located at 328 Tennessee Street and 143 Douglas Street (approximately 1.53 acres) from M-U (Multiple Use) and R-D (Single Family Duplex) to M-U (Multiple Use)

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that the existing 1.5 acre lot has split zoning (MU & RD). They are currently requesting to rezone it all to MU (Multiple Use). The subject property has a used car lot located along Tennessee Street frontage, and previously had a house behind it with access from Ruby Street. Mr. Mannino stated that the Planning Commission had recommended approval of the application.

Mayor Santini opened the floor for a public hearing and with no comments closed the public hearing. No Action is required on this application for a first reading.

2. File SU16-01: Special Use application by J. Austin Pugmire for property located at 328 Tennessee Street and 143 Douglas Street to expand adjacent Pugmire Ford Auto Dealership. Said property contains approximately 1.53 acres.

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that the Ford Dealership on Tennessee Street is looking to expand onto the adjacent tract to the south located on the corner of Tennessee and Ruby Streets with Douglas Street along its western boundary. The Special Use Permit is to expand the dealership onto the subject property. Because a portion of this property could be continued as a used car lot, the upgrades to the site could provide aesthetic benefits. Mr. Mannino stated that the Planning Commission had recommended approval of this application.

Mayor Santini opened the floor for a public hearing and with no comments closed the public hearing. No Action is required on this application for a first reading.

C. Grant Application/Acceptance

1. GDOT Grant for Cartersville – Bartow Airport

Dan Porta, Assistant City Manager stated that the Cartersville – Bartow Airport has been approved for a grant of \$509,446 for the design of a storm drainage system on the airport, design to relocate the ASOS, taxiway repairs, localizer repair reimbursement and some other needed items. The local match is \$42,707.54 and will be paid from Airport Authority Funds. Mr. Porta stated that since this is a grant, the funds will flow through the city and on to the Airport Authority. Mr. Porta recommended approval of the acceptance of this grant and the authorization for the Mayor to sign any and all related documents.

A motion to approve acceptance of this grant and the authorization for the Mayor to sign any and all related documents was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. ATCO – CDBG Grant Application Resolution

Bob Jones, Water and Sewer Superintendent stated that this is a Resolution authorizing the City to apply for a Community Development Block Grant. The grant will be for the maximum amount allowed under the program of \$500,000. The funds, if approved will be used to partially fund the first of a multiphase plan for replacing water mains in the ATCO Village area. Mr. Jones recommended approval of the Resolution and for the approval to authorize the Mayor to sign any and all related documents.

A motion to approve Resolution No. 05-16 and for the approval to authorize the Mayor to

sign any and all related documents was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Resolution No. 05-16

**CITY OF CARTERSVILLE
FY2016 CDBG APPLICATION
RESOLUTION**

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

WHEREAS, there exists in the City of Cartersville a need to provide water improvements to the City's FY2016 CDBG Target Area,

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council that the City supports the application for FY2016 CDBG funds and that the City will apply for these funds for water improvements in the City's FY2016 CDBG Target Area. The City commits to the \$10,000 required cash match for the project, \$1,000 cash for the required audits and all additional cash and/or in-kind services needed to complete the project over the grant amount.

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

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

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

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

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

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

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

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

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

BE IT RESOLVED this 18th day of February, 2016.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

D. Engineering Services

1. Mission Road Sewer Replacement – Phase III

Bob Jones, Water and Sewer Superintendent stated that a request was made to Rindt-McDuff and Associates for design of Phase III of the Mission Road Sewer Replacement Project. This phase of work would replace approximately 1,100 feet of 10-inch clay pipe. RMA was selected because they are the design engineers for Mission Road Sewer Replacement Phase II which was authorized by council on 10/15/2015. Mr. Jones recommended approval to complete all engineering work through construction administration and oversight for a total of \$79,750.00.

A motion to approve Rindt – McDuff for engineering services on Mission Road Sewer Replacement Phase III was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

2. ATCO Water Main Replacement – Phase I Engineering Services

Bob Jones, Water and Sewer Superintendent stated that a request was sent to Stevenson & Palmer Engineering, Inc. for preliminary engineering, design, bid, construction administration and construction oversight for the ATCO Water Main Replacement Project – Phase I. This project will be approximately 50% funded by a CDBG grant in the amount of \$500,000. As part of the grant application, a preliminary engineering report is required. Mr. Jones requested that Council approve the preparation of the Preliminary Engineering Report in the amount of \$5,000 without condition and that the remaining items (in the amount of \$81,772.80) be approved contingent upon award of the CDBG Grant for which he is making application

A motion to approve the \$5,000 preliminary engineering as presented and the remainder contingent upon receiving grant funds was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

E. Bid Award/Purchases

1. 6 – inch Ductile Iron Pipe Purchase

Bob Jones, Water and Sewer Superintendent stated that this bid is for the purchase of 1500 feet of 6-inch ductile iron water pipe for various upcoming water main replacement projects with approximately 300 feet of this pipe going to stock. Mr. Jones recommended approval of the low bid from HD Supply in the amount of \$17,190.00.

A motion to approve the purchase from HD Supply was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

2. Purchase of Power Quality Analyzer for Electric Department

Don Hassebrock, Electric Department Director stated that his department needs to purchase a Power Quality Analyzer to assist with determining electrical issues with the Commercial and Industrial customers. Mr. Hassebrock stated that as the sophistication of the equipment increases this equipment will allow the city to capture and interpret real time data. Mr. Hassebrock recommended approval of the low bid from PMI Power Quality Analyzer in the amount of \$8,407.37.

A motion to approve the purchase from PMI Power Quality Analyzer was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

3. Vehicle Purchase for Electric Department

Tom Rhinehart, Finance Director stated that bids were solicited for new dump truck for the Electric Department. This truck would replace an existing dump truck that is 12 plus years old and in need of repairs. Mr. Rhinehart stated that bids were placed on the city's website for a

two week period and he had only received one bid. After discussing the bid with the garage and electric department Mr. Rhinehart recommended approval to purchase a 4-wheel drive dump truck from Wade Ford, Inc. in the amount of \$46,281.00.

A motion to approve the purchase from Wade Ford as recommended was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

Mayor Santini stated that there was 2 items to be added to the agenda. A motion to add the items to the agenda was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

F. Added Item

1. Affordable Care Act

Tom Rhinehart, Finance Director stated that the IRS is requiring employers with 250 employees or more to file IRS Forms 1094-C and 1095-C regarding health insurance coverage. This is the first year that employers are required to file the information to the IRS. Currently, the city does not have the capability to furnish the forms in the format that is specified by the IRS. As a result, the city is contracting with ShawHankins to complete the reporting requirements. Mr. Rhinehart stated that the cost for this service is approximately \$4,500 and recommended approval.

A motion to approve the agreement with ShawHankins was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. Sale of Train Caboose to Lake Pointe

Keith Lovell, Assistant City Attorney stated that the Lake Pointe Development in Emerson, GA has asked to purchase the train caboose owned by the City. Mr. Lovell recommended that the caboose be declared surplus and conveyed to Lake Pointe LLC for \$10.00; it be removed from the property; and indemnify the city from all environmental claims or claims related to the move.

A motion to approve that the caboose be declared surplus and conveyed to Lake Pointe LLC for \$10.00; it be removed from the property; and indemnify the city from all environmental claims or claims related to the move was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

G. Monthly Financial Statement

1. December 2015 Financial Report

Tom Rhinehart, Finance Director presented the December 2014 monthly financial statement with comparisons from the previous year of December 2013 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 December 2015. No action is needed by Council

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

3/3/2016 7:00:00 PM

File Z16-01: Rezoning application by William Hicks and Patsy H. Wade for property located at 328 Tennessee Street and 143 Douglas Street (approximately 1.53 acres) from M-U (Multiple Use) and R-D (Single Family Duplex) to M-U (Multiple Use)

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	
Department Summary Recommendation:	The existing 1.5 acre lot has split zoning (MU & RD). The Ford dealership on Tennessee Street is looking to expand on to the adjacent tract to the south. It is located on the corner of Tennessee and Ruby streets, with Douglas Street along its western boundary. The subject property has a used car lot located along the Tennessee Street frontage, and previously had a house behind it with access from Ruby Street. It is currently zoned MU and RD. They are requesting to rezone it all to MU. Additionally, in a separate application, Austin Pugmire is requesting a Special Use Permit to expand the dealership on to the subject property. If the applicant is successful in the request, the previous showroom building that City staff reviewed in the plan review process will then just be utilized for service, and a new show-room, office, and service building will be constructed on a portion of the expanded site. Planning Commission Recommends APPROVAL of the application.
City Manager's Remarks:	Your approval of this rezone is recommended by the Planning Commission.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z16-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **William Hicks & Patsy Wade**
 Representative: **Same**
 Property Owner: **Same**
 Property Location: **328 N. Tennessee St & 143 Douglas St**
 Access to the Property: **Tennessee St and Ruby St**

Site Characteristics:

Tract Size: Acres: **1.53 acres** District: **4th** Section: **3rd** LL(S): **383**
 Ward: **4** Council Member: **Lindsey McDaniel**

LAND USE INFORMATION

Current Zoning: **MU (Multiple Use) & RD (Residential Duplex)**
 Proposed Zoning: **MU (Multiple Use)**
 Proposed Use: **Expansion of adjacent auto dealership**
 Current Zoning of Adjacent Property:
 North: **MU (Multiple Use) & RD (Residential Duplex)**
 South: **MU (Multiple Use) & RD (Residential Duplex)**
 East: **MU (Multiple Use)**
 West: **PI (Public Institutional)**

The Future Development Plan designates the subject property as:
Tennessee Street Corridor with recommended zoning districts O-C, M-U, P-S, and P-D.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

The existing 1.5 acre lot has split zoning (MU & RD). The Ford dealership on Tennessee Street is looking to expand on to the adjacent tract to the south. It is located on the corner of Tennessee and Ruby streets, with Douglas Street along its western boundary. The subject property has a used car lot located along the Tennessee Street frontage, and previously had a house behind it with access from Ruby Street. It is currently zoned MU and RD. They are requesting to rezone it all to MU. Additionally, in a separate application, Austin Pugmire is requesting a Special Use Permit to expand the dealership on to the subject property. If the applicant is successful in the request, the previous showroom building that City staff reviewed in the plan review process will then just be utilized for service, and a new show-room, office, and service building will be constructed on a portion of the expanded site.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposal may permit a use that is suitable with adjacent and nearby Tennessee Street commercial property, but the split zoning makes it more difficult to develop
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposal may not create an isolated district since a portion of the property is zoned MU, and the majority of the adjacent properties are already zoned MU.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposal may not adversely affect the existing use of adjacent properties. However, there is still a residence located adjacent to a portion of the northern property along Douglas Street.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned, the split zoning makes it difficult for the entire tract to be utilized.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development/redevelopment based on possible use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the local Comprehensive Land Use Plan.*
The proposal is in conformity with the local Comprehensive Land Use Plan.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas,*

endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.

The proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development/redevelopment in accordance with City regulations.

- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

None.

STAFF RECOMMENDATION: No objections.

PLANNING COMMISSION RECOMMENDATION: **APPROVAL**

Application for Rezoning

Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

Application Number 216-01

Hearing Dates 2/9/18

Applicant <u>Patsy H. Wade</u> (applicant's printed name)	Business/Cell Phone <u>770-607-6369</u>
Address <u>P.O. Box 2762 - 5 Wellington Drive</u>	Home Phone <u>770-547-8868</u>
City <u>Cartersville</u> State <u>Ga</u> Zip <u>30120</u>	Email <u>patw@anverse.org</u>
Phone _____ Fax # _____	
(Representative's printed name (if other than applicant))	
Representative's signature _____	Applicant's signature <u>Patsy H. Wade</u>
Signed, sealed and delivered in presence of:	
<u>Sheila A. Siniard</u> <u>Sheila A. Siniard</u> Notary Public	My commission expires: <u>1-15-16</u>

Titleholder <u>Patsy Hicks Wade</u> (titleholder's printed name)	Business <u>770-607-6369</u>	Home <u>770-547-8868</u>
*attach additional notarized signatures as needed on separate application page		Address <u>P.O. Box 2762 - 5 Wellington Drive</u>
Signature <u>Patsy Hicks Wade</u>	<u>Cartersville Ga. 30120</u>	
Signed, sealed, delivered in presence of:		
<u>Sheila A. Siniard</u> <u>Sheila A. Siniard</u> Notary Public	My commission expires: <u>1-15-16</u>	

Present Zoning District(s) <u>MU/RD</u>	Requested Zoning <u>MU</u>
Acreage <u>1.525</u> Land Lot(s) <u>383</u>	District(s) <u>4th</u> Section(s) <u>3rd</u>
Location of Property <u>143 Douglas St - Connecting to 328 Tennessee St - Bordering Ruby St</u> (street address, nearest intersections, etc)	
Reason for requested Rezoning: <u>TO HAVE BOTH PARCELS ZONED MU</u> (attach additional statement as necessary)	

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.

check \$400 pt 1/6/16
chkr R SO pd 1/6/16

Application for Rezoning

Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

Application Number 216-01 (DH)
~~216-52~~

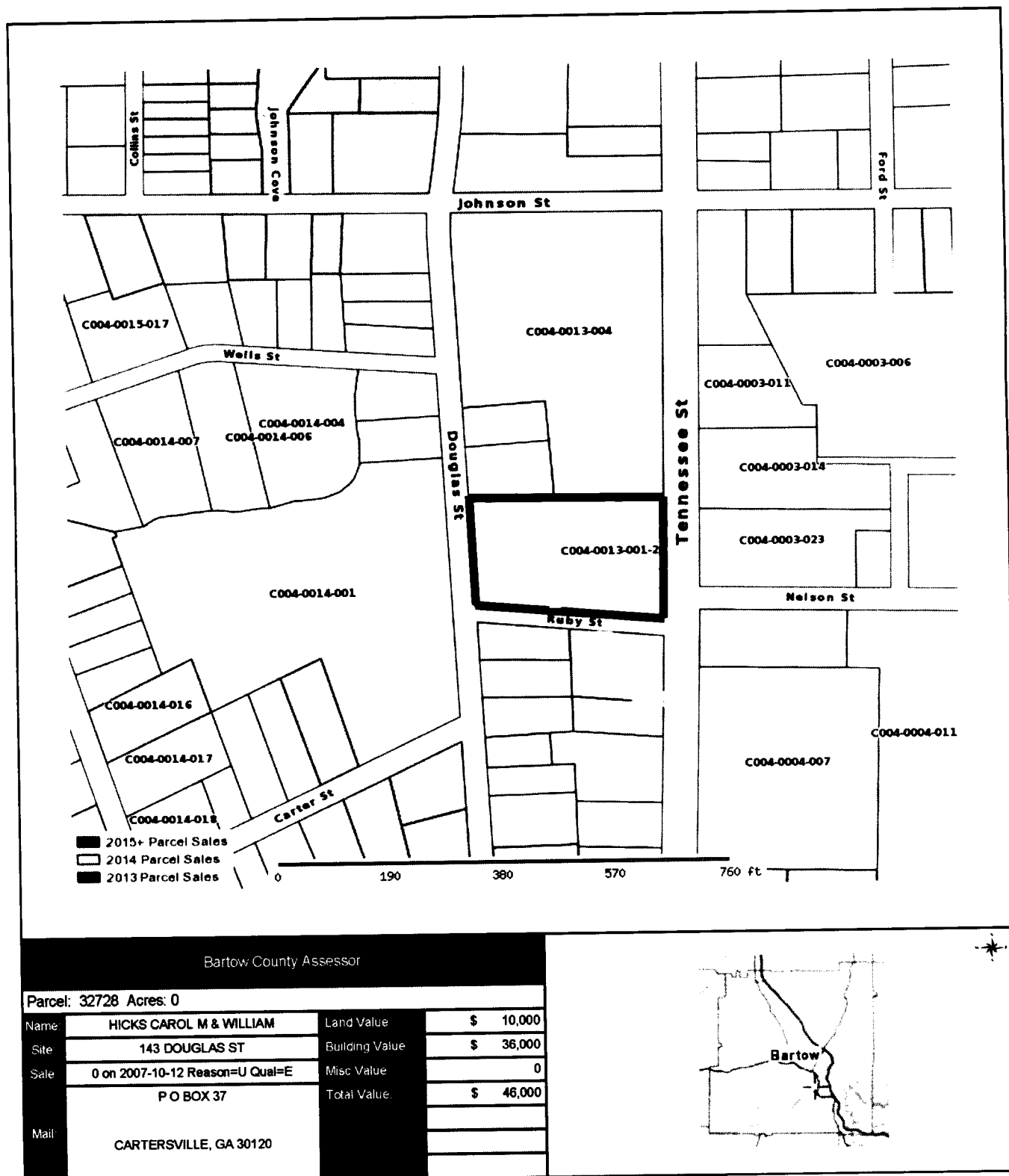
Hearing Dates 2/9/16

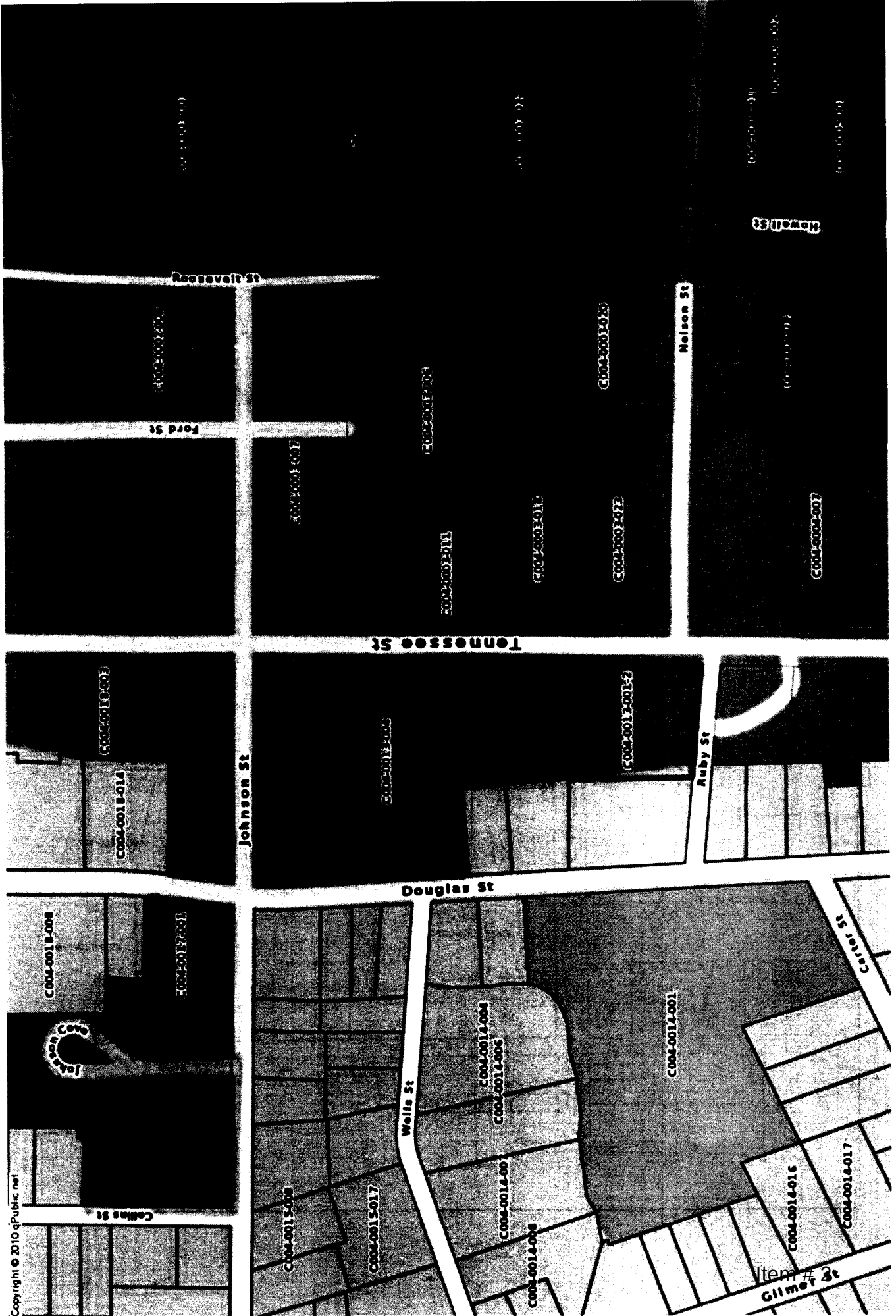
Applicant <u>William W. Hicks</u> (applicant's printed name)	Business/Cell Phone <u>678-427-8065</u>
Address <u>272 Cayman Loop</u>	Home Phone <u>678-427-8065</u>
City <u>Pawleys Island</u> State <u>SC</u> Zip <u>29585</u>	Email <u>WWhicks@sc.rr.com</u>
Phone _____ Fax # _____	
(Representative's printed name (if other than applicant))	
Representative's signature _____	Applicant's signature <u>[Signature]</u>
Signed, sealed and delivered in presence of: <u>* See page 2 for additional signatures</u>	
My commission expires: <u>1-15-16</u>	
<u>Sheila A. Siniard</u> Notary Public	

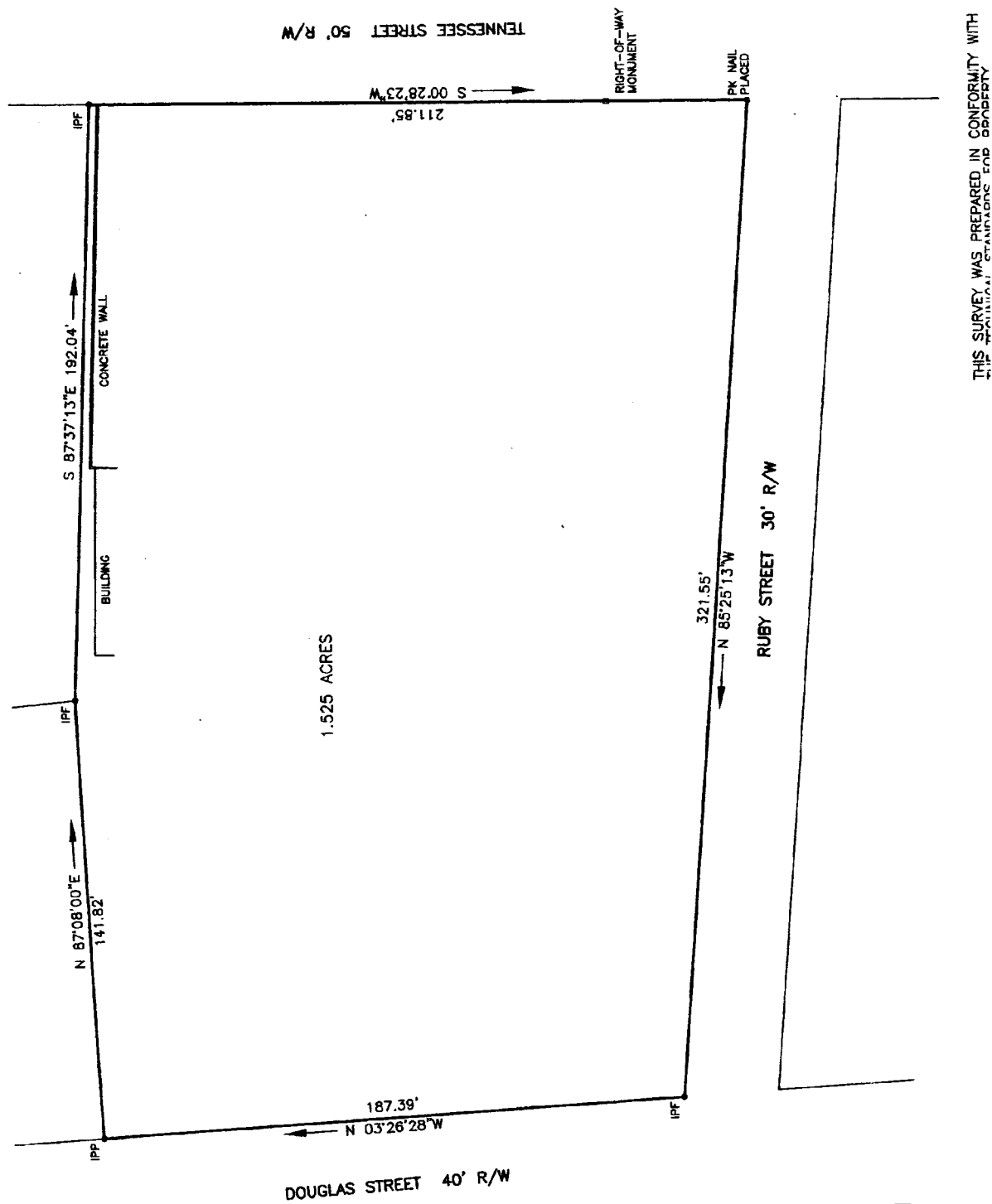
Titleholder <u>William W. Hicks</u> (titleholder's printed name)	Business <u>678-427-8065</u> Home <u>678-427-8065</u>
*attach additional notarized signatures as needed on separate application page	
Signature <u>[Signature]</u>	Address <u>272 Cayman Loop</u> <u>Pawleys Island, SC</u> <u>29585</u>
Signed, sealed, delivered in presence of: <u>* See page 2 for additional signatures</u>	
My commission expires: <u>1-15-16</u>	
<u>Sheila A. Siniard</u> Notary Public	

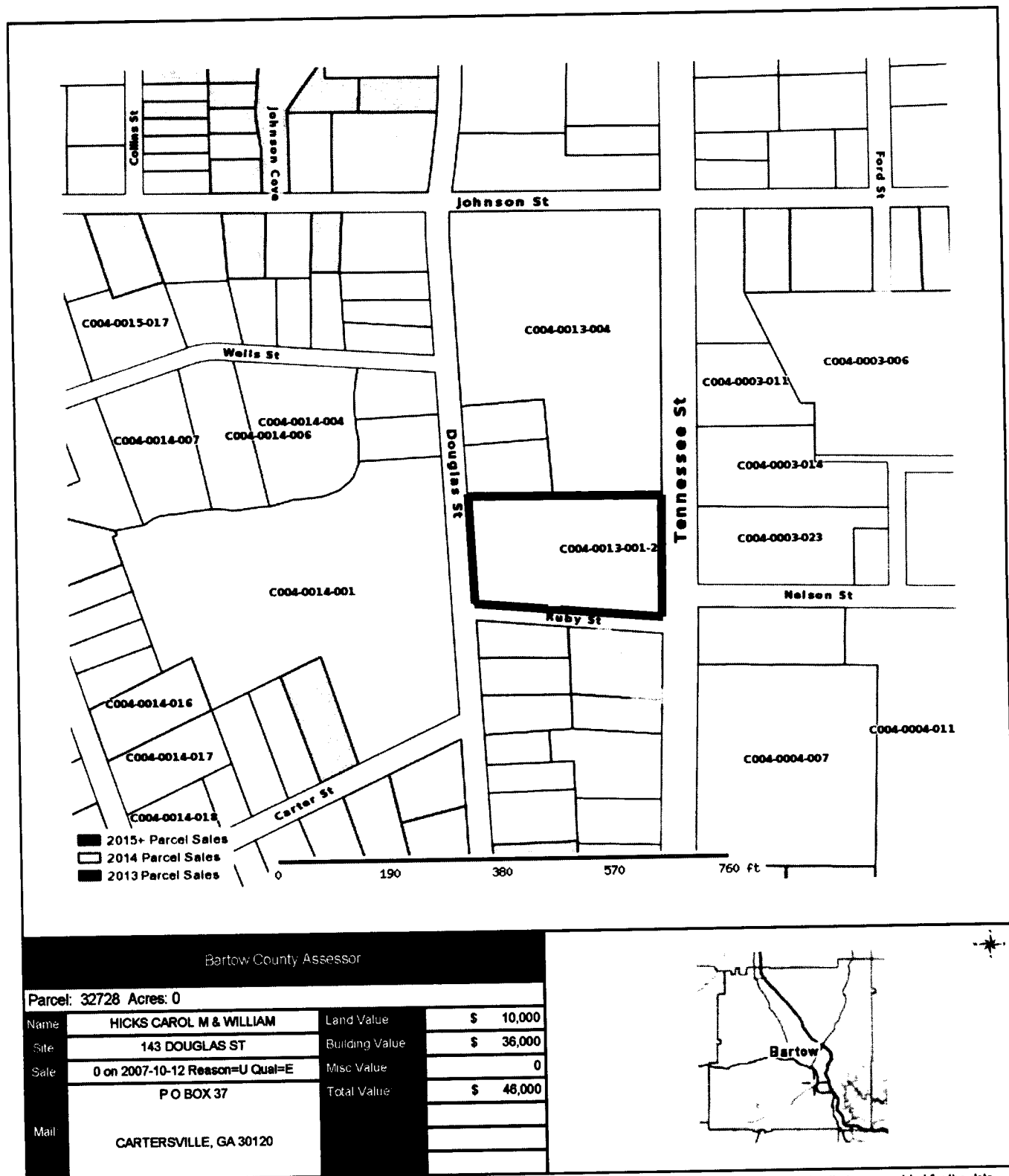
Present Zoning District(s) <u>MU/RD</u>	Requested Zoning <u>MU</u>
Acreage <u>1.525</u> Land Lot(s) <u>383</u>	District(s) <u>4th</u> Section(s) <u>3rd</u>
Location of Property <u>143 Douglas Connecting to 328 Tennessee St - Bordering Ruby St</u> (street address, nearest intersections, etc)	
Reason for requested Rezoning: <u>To have both pieces MU</u> (attach additional statement as necessary)	

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.









The Bartow County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER BARTOW COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 01/20/16 : 12:27:59



City of Cartersville

City Council Meeting

3/3/2016 7:00:00 PM

File SU16-01: Special Use application by J. Austin Pugmire for property located at 328 Tennessee Street and 143 Douglas Street to expand adjacent Pugmire Ford Auto Dealership. Said property contains approximately 1.53 acres.

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The Ford dealership on Tennessee Street is looking to expand on to the adjacent tract to the south. It is located on the corner of Tennessee and Ruby streets, with Douglas Street along its western boundary. The subject property has a used car lot located along the Tennessee Street frontage, and previously had a house behind it with access from Ruby Street. It is currently zoned MU and RD. They are requesting to rezone it all to MU. The Special Use Permit is to expand the dealership on to the subject property. This is similar to the Special Use that Council approved for the KIA Dealership along Tennessee Street. If the applicant is successful in the request, the previous showroom building that City staff reviewed in the plan review process will then just be utilized for service, and a new show-room, office, and service building will be constructed on a portion of the expanded site. Because a portion of the property could be continued as a used car lot, the upgrades to the site could provide aesthetic benefits. Planning Commission Recommends APPROVAL of the application.
City Manager's Remarks:	Planning Commission recommends your approval of the special use application by Pugmire.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU16-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Austin Pugmire**

Representative: **Same as applicant**

Property Owner: **William Hicks and Patsy Wade**

Property Location: **328 N. Tennessee St & 143 Douglas St**

Access to the Property: **Tennessee St and Ruby St**

Site Characteristics:

Tract Size: Acres: **1.53 acres** District: **4th** Section: **3rd** LL(S): **383**

Ward: **4** Council Member: **Lindsey McDaniel**

LAND USE INFORMATION

Current Zoning: **MU (Multiple Use) & RD (Residential Duplex)**

Proposed Zoning: **MU (Multiple Use)**

Proposed Use: **Expansion of adjacent auto dealership**

Current Zoning of Adjacent Property:

North: **MU (Multiple Use) & RD (Residential Duplex)**

South: **MU (Multiple Use) & RD (Residential Duplex)**

East: **MU (Multiple Use)**

West: **PI (Public Institutional)**

The Future Development Plan designates the subject property as:

Tennessee Street Corridor with recommended zoning districts O-C, M-U, P-S, and P-D.

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

SPECIAL USE REVIEW

The Ford dealership on Tennessee Street is looking to expand on to the adjacent tract to the south. It is located on the corner of Tennessee and Ruby streets, with Douglas Street along its western boundary. The subject property has a used car lot located along the Tennessee Street frontage, and previously had a house behind it with access from Ruby Street. It is currently zoned MU and RD. They are requesting to rezone it all to MU. The Special Use Permit is to expand the dealership on to the subject property. This is similar to the Special Use that Council approved for the KIA Dealership along Tennessee Street. If the applicant is successful in the request, the previous showroom building that City staff reviewed in the plan review process will then just be utilized for service, and a new show-room, office, and service building will be constructed on a portion of the expanded site. Because a portion of the property could be continued as a used car lot, the upgrades to the site could provide aesthetic benefits.

Please review the following findings, as stated in the Zoning Ordinance, which are to be utilized in determining justification for approval or denial of special use request(s).

ARTICLE XVI. SPECIAL USES

Sec. 16.1. Scope and intent.

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a Special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by Special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

- A. The standards for the Special use as specified herein can be met;
- B. Recommendations have been received from the planning and development staff and other appropriate City departments.
- C. A public hearing has been held in relation to the Special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and

- D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:
1. The effect of the proposed activity on traffic flow along adjoining streets;
 2. The availability, number and location of off-street parking;
 3. Protective screening;
 4. Hours and manner of operation of the proposed use;
 5. Outdoor lighting;
 6. Ingress and egress to the property; and
 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

HOW GENERAL STANDARDS ARE MET

General Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met: A portion of the lot is already utilized for auto sales. No additional impact is anticipated.

General Standard #2: The availability, location, and number of off-street parking.

How Standard #2 has / will be met: Off-street parking will be provided.

General Standard #3: Protective screening.

How Standard #3 has / will be met: The site will be required to be developed in accordance with the adopted requirements for landscaping and buffers.

General Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Monday – Friday 8:00 AM to 7:00 PM; Saturday 8:00 AM to 3:00 PM

General Standard #5: Outdoor lighting**How Standard #5 has / will be met: Lighting will be established based on paved area.****General Standard #6: Ingress and egress to the property.****How Standard #6 has / will be met: There are existing drives on Ruby and Tennessee Streets. Tennessee Street access will be adjusted based on best traffic flow and ease of use.****General Standard #7: Compatibility with surrounding land use.****How Standard #7 has / will be met: Primary land use on surrounding properties is commercial, with an auto dealership adjacent. There are a few residences in the vicinity.****Specific Standards:**

None

Staff Recommendation: No objections.**PLANNING COMMISSION RECOMMENDATION: **APPROVAL****

Application for Special Use

Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

Application Number SU16-01Hearing Dates PC - 2/9/16
CC 2/18/16
CC 2/23/16
Cartersville, LLC

Applicant J. Austin Rymire (Rymire Ford of
(applicant's printed name) Business Phone 770-952-2261
Address 1103 Hazeltine Ln Home Phone 770-590-5061
City Kennesaw State GA Zip 30152
(Representative's printed name (if other than applicant)) Phone (m) 770-590-5061 Fax # 678-784-1195

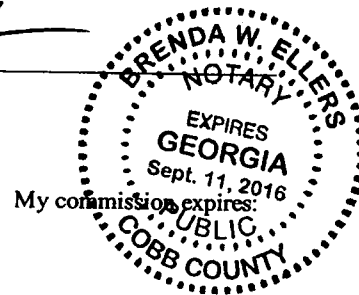
Representative's signature

Applicant's signature

Signed, sealed and delivered in presence of:

Brenda W. Eilers

Notary Public



Titleholder William W. Hicks Business 678-427-8065 Home 678-427-8065
(titleholder's printed name)

*attach additional notarized signatures as needed on separate application page

Address 272 CANNON COOP, PAWLEYS ISLAND, SC. 29585

Signature

Signed, sealed and delivered in presence of:

See page #2 for additional
signature

My commission expires:

1-12-19

Present Zoning District(s) MU Requested Special Use automotive sales/service
Acreage 1.53 Land Lot(s) 383 District(s) 4 Section(s) 3

Location of Property Northeast quadrant of intersection of Douglas and Ruby streets
(street address, nearest intersections, etc)

Reason for requested Special Use:

to permit use of property for the establishment of automotive
sales and service for Rymire Ford of Cartersville, LLC
(attach additional statement as necessary)

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.

Application for Special Use

Planning and Development Department
 10 North Public Square
 City of Cartersville
 (770) 387-5600

Application Number _____

Hearing Dates _____

Applicant _____ (applicant's printed name)		Business Phone _____	
Address _____		Home Phone _____	
City _____	State _____	Zip _____	
(Representative's printed name (if other than applicant))		Phone _____	Fax # _____
Representative's signature _____		Applicant's signature _____	
Signed, sealed and delivered in presence of: _____ Notary Public			
My commission expires: _____			

→ Titleholder Patsy Hicks Wade Business 770-607-6369 Home 770-547-8868
 (titleholder's printed name)

*attach additional notarized signatures as needed on separate application page

Address P.O. Box 2762 (5 Wellington Dr.) Cartersville, Ga. 30120

Signature Patsy Hicks Wade

Signed, sealed, delivered in presence of:
Shelia A. Simard
 Notary Public

My commission expires: 1-15-16

Present Zoning District(s) _____	Requested Special Use _____
Acreage _____	Land Lot(s) _____
District(s) _____	Section(s) _____
Location of Property _____ (street address, nearest intersections, etc)	
Reason for requested Special Use: _____ (attach additional statement as necessary)	

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.

SPECIAL USE JUSTIFICATION

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use as a matter of right in a zoning district.

Zoning Ordinance section 16.3.A

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. The effect of the proposed activity on traffic flow along adjoining streets;
2. The availability, number and location of off-street parking;
3. Protective screening;
4. Hours and manner of operation of the proposed use;
5. Outdoor lighting;
6. Ingress and egress to the property; and
7. Compatibility with surrounding land use.

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for: Automotive sales and service for MU zoning

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

there should be very little, if any, effect on
traffic flow on any of the adjoining streets

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

parking spaces for customers and new car inventory
which will be needed and proposed have not yet
been determined

Standard #3: Protective screening.

How Standard #3 has / will be met:

protective screening in the form of trees
or other landscape buffers may be required for
construction plans

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met:

Monday - Friday 8:00 am - 7 pm

Saturday - 8:00 am - 3 pm

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

parking lot lighting will be installed

based on paved lot area established upon construction

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

there is an entrance on Ruby St and

on Tennessee St currently. The Tennessee St

Standard #7: Compatibility with surrounding land use. entrance will be proposed and

How Standard #7 has / will be met:

adjusted accordingly for best traffic flow and ease of use.

Surrounding land use is primarily MU

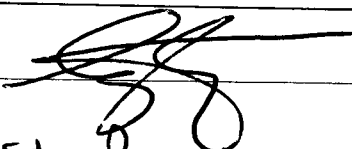
commercial, with very little residential. Property is

bordered on the north by our existing automotive

Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

de-kushi

Signed,

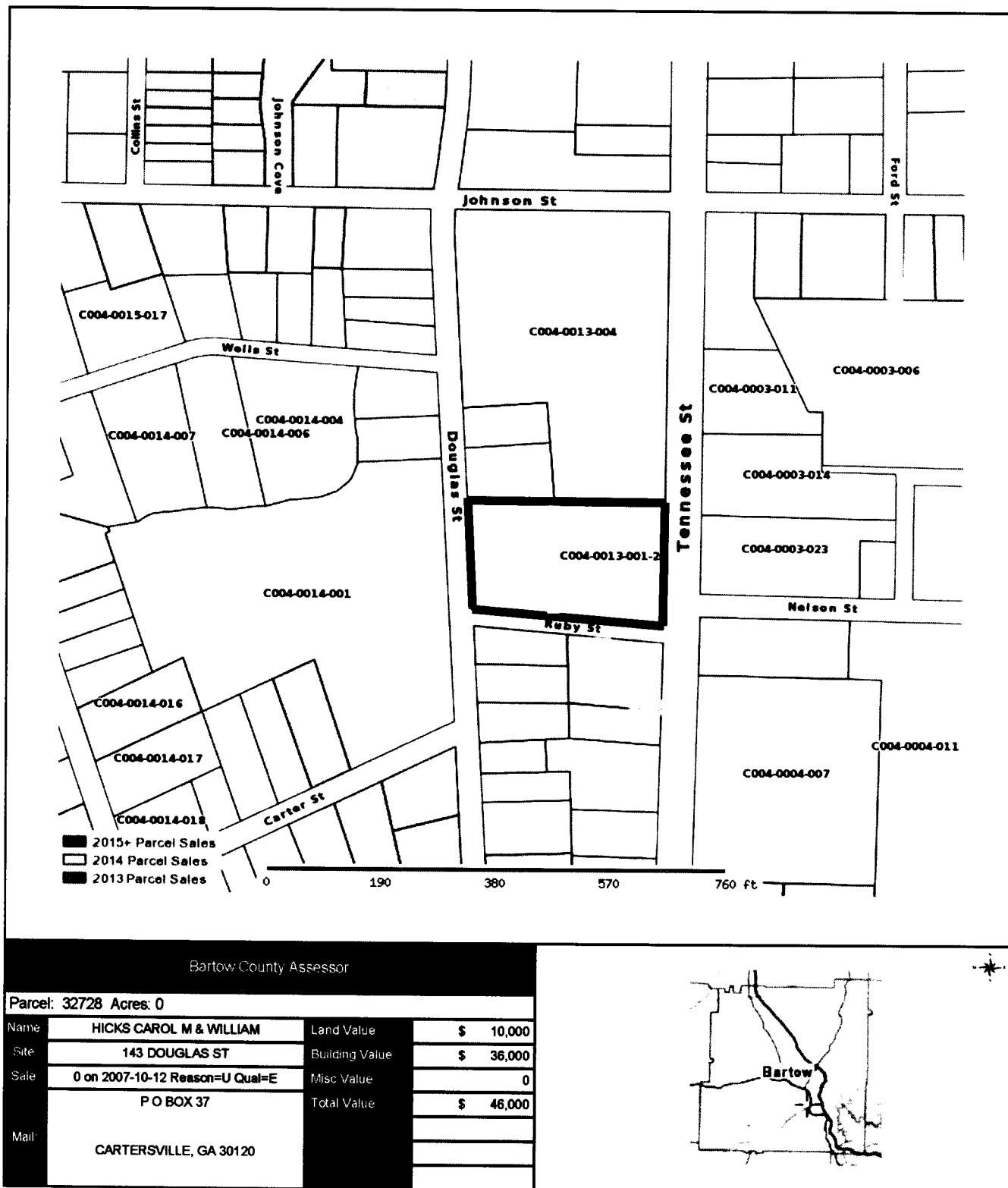


J. Austin Rignire
Applicant's or representative's name

Date

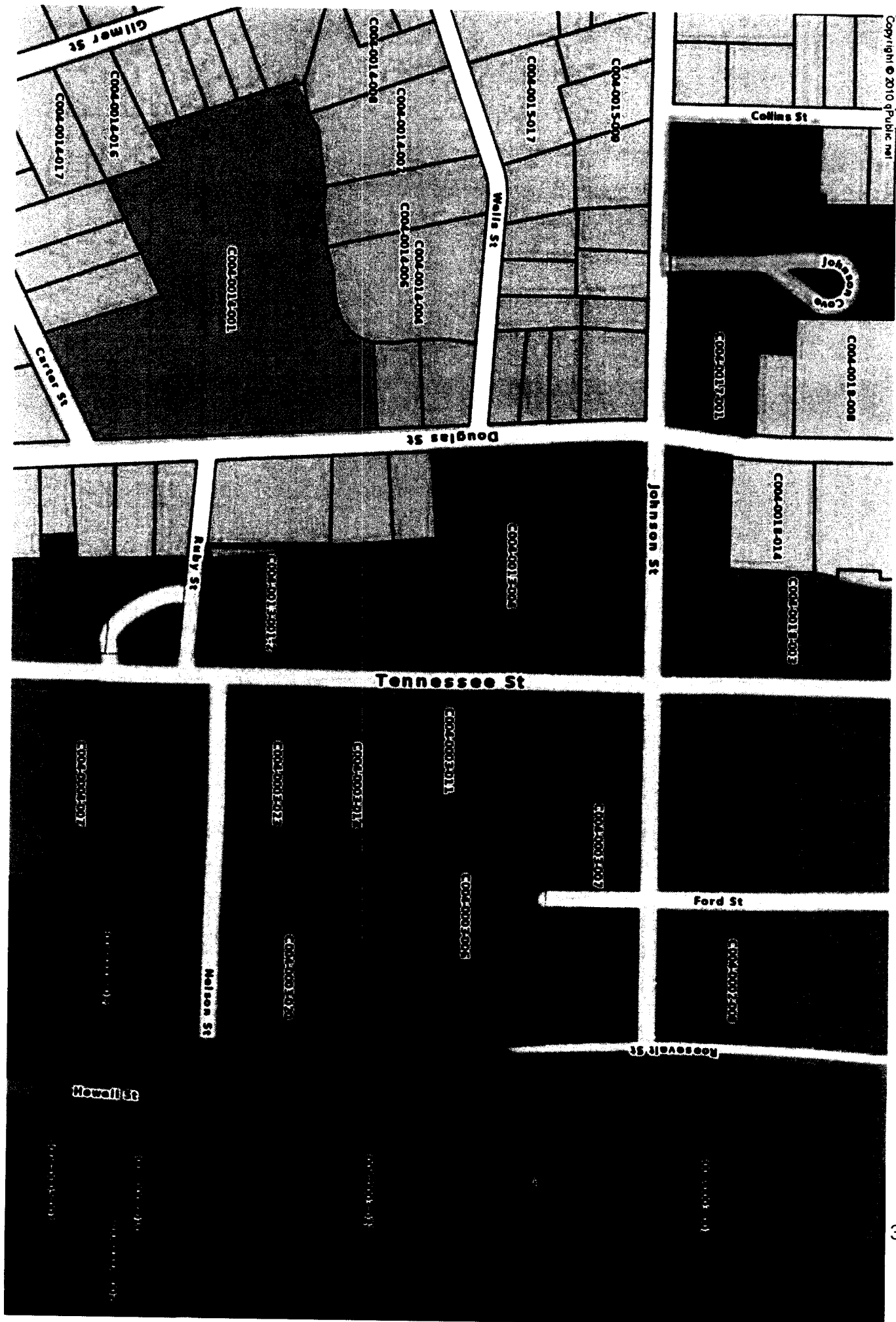
1/6/16

Item # 3

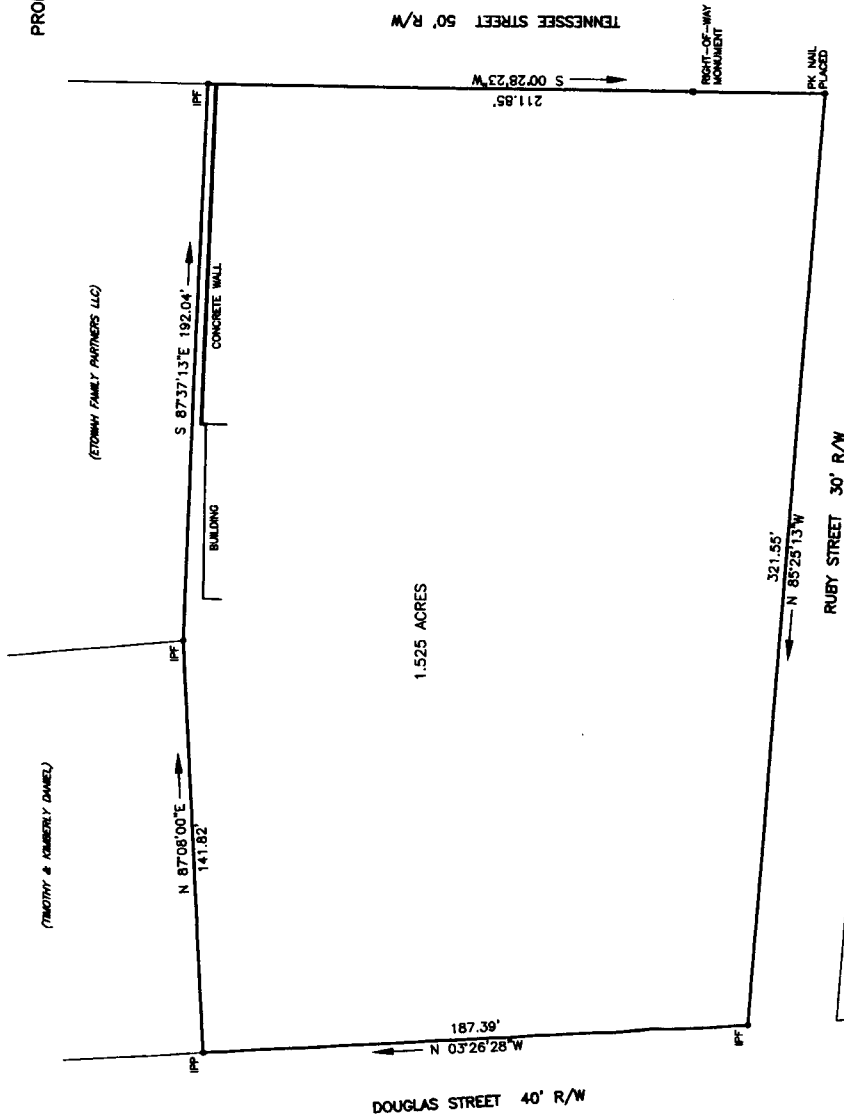


The Bartow County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER BARTOW COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 01/20/16 : 12:27:59



SURVEY FOR
 WILLIAM W. HICKS &
 PATSY CAROL HICKS WADE
 PROPERTY IN THE CITY OF CARTERSVILLE
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF SURVEYING AND MAPPING, AND SET FORTH IN THE LAND SURVEYORS' AND LAND SURVEYING ACT, O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

DATE OF LAST FIELD SURVEY WORK: 8-20-2014

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

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

SMITH & SMITH LAND SURVEYORS, P.C.
 LAND SURVEYOR FIRM No. LS1000133
 2800 AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1803

LEGEND:
 R/W - RIGHT OF WAY
 PK - IRON PIN PLACED
 CH - CHORD
 L OR A - LENGTH OF CURVE
 R - RADIUS
 LP - LIGHT POLE
 X - X - FENCE
 CM - CONCRETE MARKER
 S - SURVEY LINE
 PW - POWER LINE
 PP - POWER POLE

6287.000 6287-1.000
 FLOOD INSURANCE RATE MAP 1301500288.G
 DATED SEPT. 28, 2007 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

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

PLAT CLOSURE:
 ONE FOOT IN
 253,000 FEET
 AUGUST 20, 2014



SCALE 1" = 30'
 FILE 6287-1

Pugmire Ford Site Plan Study

A 010

Date:
01.08.2016City / State:
Cartersville, GA

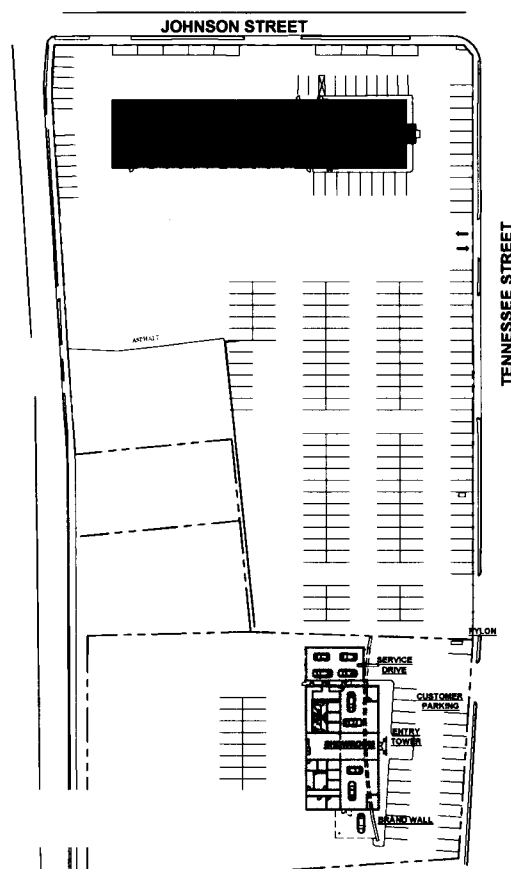
ADDITIONAL PROTOTYPICAL DRAWINGS AND
DETAILS FOR THE FORD TRUSTMARK FACILITY
DESIGN CAN BE FOUND AT
WWW.FORDTRUSTMARKDESIGN.COM



These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.
All contents on this sheet are confidential.
Information and all rights therein are and will remain the property of Ford Motor Company.



Scale:
1" = 80'-0"



LEGEND	
SERVICE CANOPY	8,400 SF
TOTAL	23,811 SF

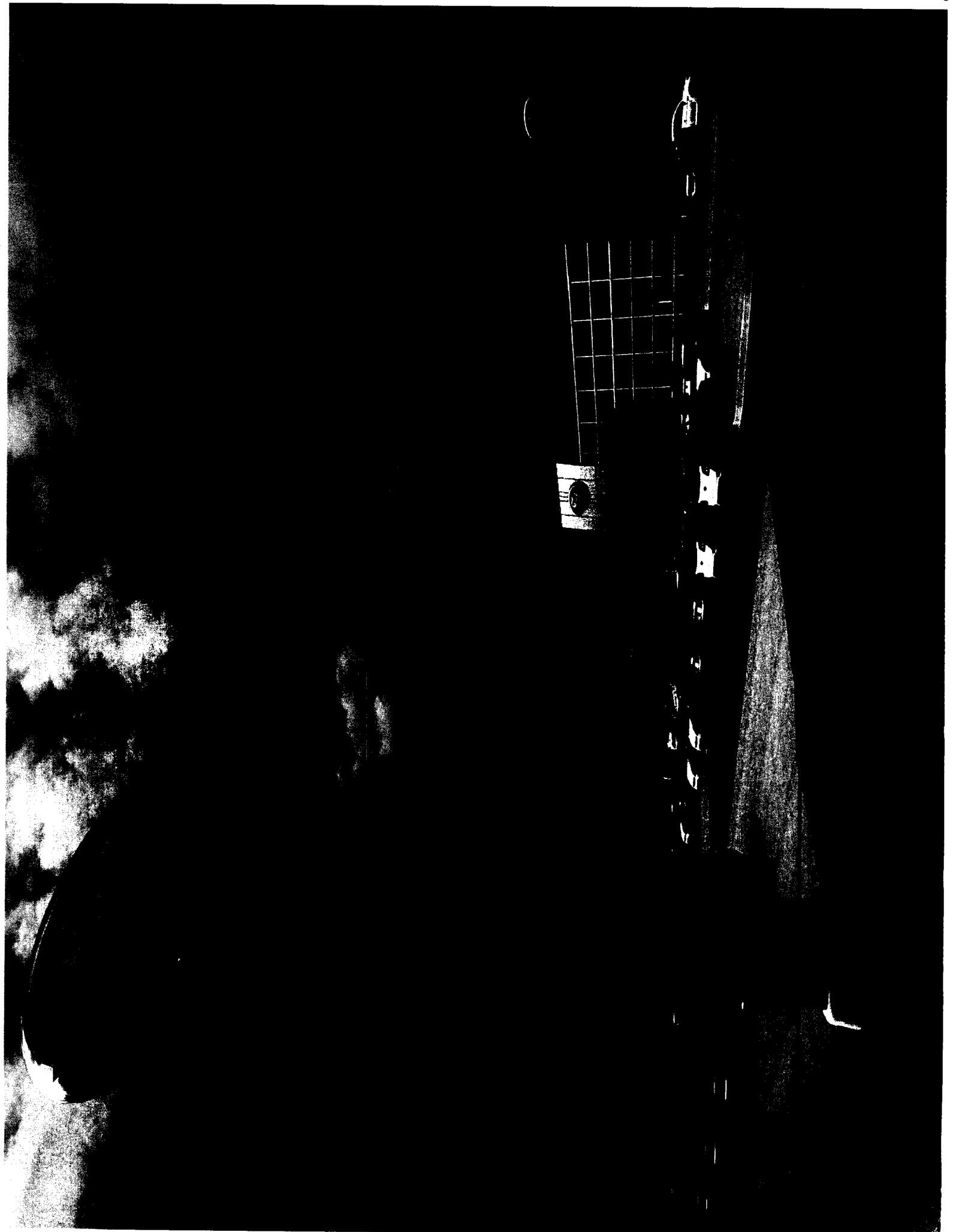
TOTAL FORD PV - 686

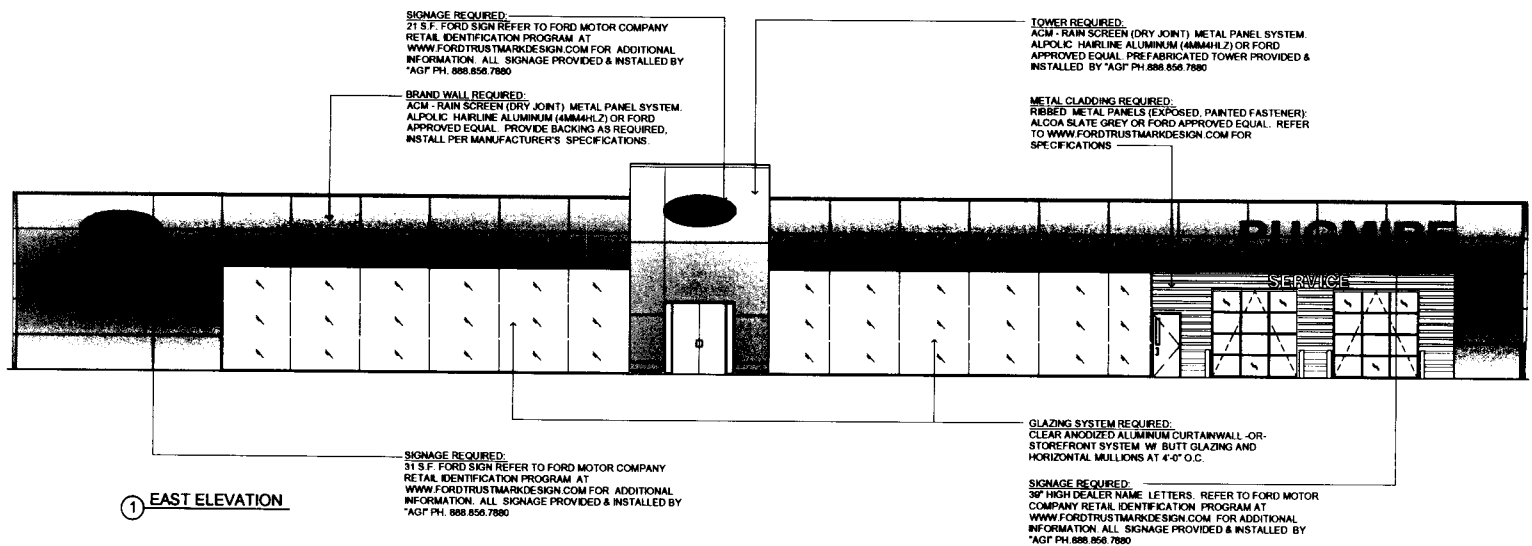
	REQUIRED	EXISTING
GROSS LAND		5.07 acres
NET USABLE LAND	3.13 acres	N/A acres

NOTE:
SITE CIRCULATION & LANDSCAPE AREAS ARE NOT
INCLUDED IN NET USABLE LAND.
LOCAL ARCHITECT TO V.I.F. ALL EXISTING BUILDING
CONDITIONS.

Preliminary Design







Pugmire Ford

Proposed Front Exterior Elevation

Preliminary Design



LOCAL ARCHITECT TO V.I.F. ALL EXISTING BUILDING CONDITIONS.

A 601

Date:
01.06.2016City / State:
Cartersville, GA

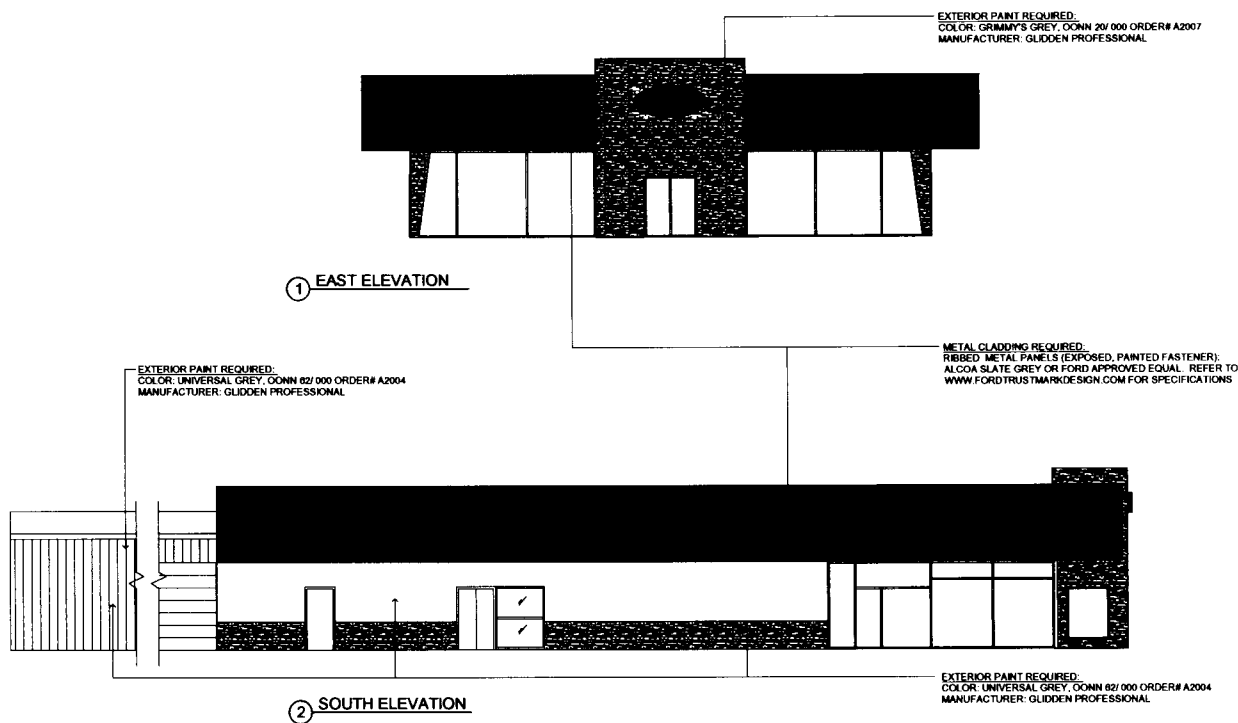
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Scale:
1/8" = 1'-0"





Pugmire Ford

Proposed Exterior Elevations

Preliminary Design



LOCAL ARCHITECT TO V.I.F. ALL EXISTING BUILDING CONDITIONS.

A 603

Date:
01.06.2016

City / State:
Cartersville, GA

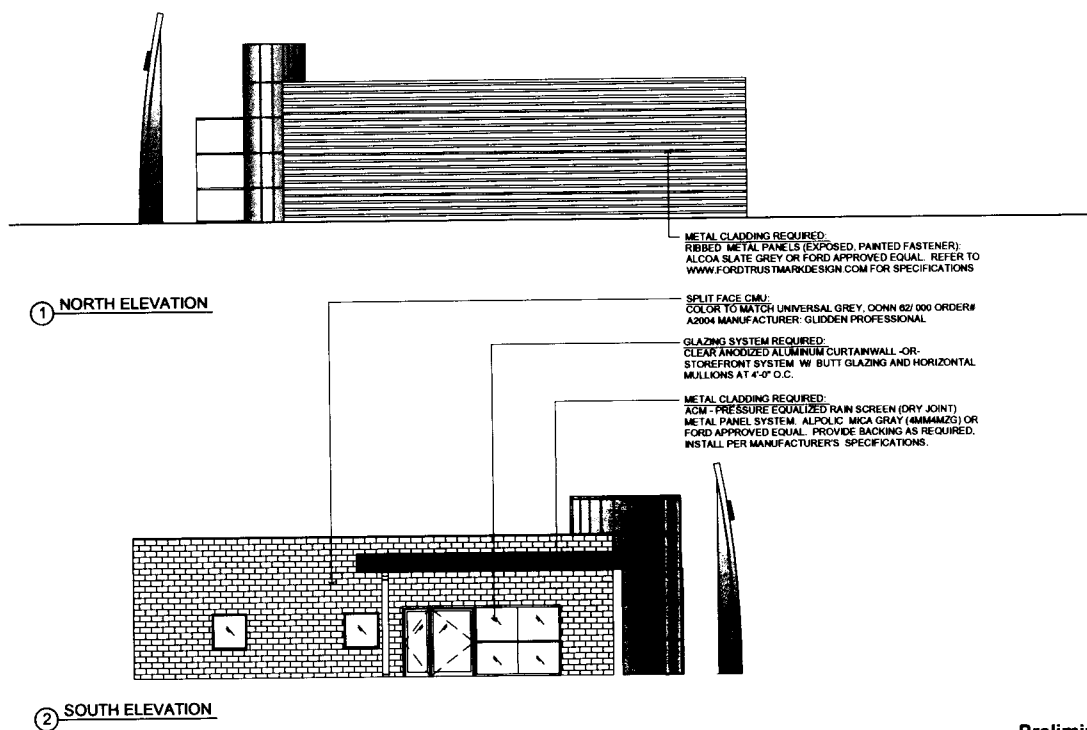
ADDITIONAL PROTOTYPICAL DRAWINGS AND
DETAILS FOR THE FORD TRUSTMARK FACILITY
DESIGN CAN BE FOUND AT
WWW.FORDTRUSTMARKDESIGN.COM



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Scale:
1/16" = 1'-0"





Pugmire Ford

Proposed Exterior Elevations

LOCAL ARCHITECT TO V.I.F. ALL EXISTING BUILDING CONDITIONS.

Preliminary Design



A 602

Date:
01.06.2016

City / State:
Cartersville, GA

ADDITIONAL PROTOTYPICAL DRAWINGS AND
DETAILS FOR THE FORD TRUSTMARK FACILITY
DESIGN CAN BE FOUND AT
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Scale:
1/16" = 1'-0"





City of Cartersville

City Council Meeting
3/3/2016 7:00:00 PM
Development Authority of Cartersville

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	To reappoint Howard Smith to the Development Authority of Cartersville. His new term will expire March 20, 2020.
City Manager's Remarks:	Reappointment of Howard Smith is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
3/3/2016 7:00:00 PM
Southern Natural Exhibits

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recommendation:	On April 1, 2016, Southern Natural will begin using a new electronic bulletin board (EBB) called DART. In order to make the nomination process easier in DART, it is necessary to change the service type code on some of our receipt points. I recommend approval of this change.
City Manager's Remarks:	This item is recommended for Council approval.
Financial/Budget Certification:	N/A
Legal:	The City Attorney's office has reviewed the exhibits.
Associated Information:	

SOUTHERN NATURAL GAS COMPANY L.L.C.
FIRM TRANSPORTATION SERVICE AGREEMENT
CONTRACT CODE: FSNG129
EXHIBIT ASCHEDULE: CST002
Version: 1.17

SERVICE TYPE	SERVICE TYPE CODE	RECEIPT POINTS		MDRQ (MCF)
		POINT CODE	POINT NAME	
FT	7	050075	LOGANSPOUT METER STATION	1,318
		502710	TRUNKLINE - SHADYSIDE TO SNG	490
		606400	SESH - CENTERPOINT TO SNG	1,942
		640000	HIGH POINT - TOCA TO SNG	1,250
FT	8	502710	TRUNKLINE - SHADYSIDE TO SNG	3,715
		606400	SESH - CENTERPOINT TO SNG	4,460
		640000	HIGH POINT - TOCA TO SNG	2,101

By: CARTERSVILLE, CITY OFBy: yr SOUTHERN NATURAL GAS COMPANY L.L.C.Effective Date: 01-MAR-16
SUPERSEDES THE PREVIOUS EXHIBIT AATTEST: _____
CITY CLERK

**SOUTHERN NATURAL GAS COMPANY, L.L.C.
FIRM TRANSPORTATION SERVICE AGREEMENT
CONTRACT CODE FSNG129
EXHIBIT B**

SERVICE TYPE	SERVICE TYPE CODE	START DATE	PRIMARY TERM	PRIMARY NOTICE REQUIRED	EVERGREEN TERM	EVERGREEN NOTICE REQUIRED	DELIVERY POINTS		MDDQ (MCF)/Mo.	CONTRACT PRESSURE	HOURLY FLOW RATE ENTITLEMENT
							POINT CODE	POINT NAME			
FTNN	4	1-Nov-97	31-Aug-17	365 DAYS	YEARLY	365 DAYS	940039	CARTERSVILLE AREA	7,899		
FT	7	1-Nov-05	31-Aug-17	730 DAYS	YEARLY	365 DAYS	940039	CARTERSVILLE AREA	5,000		
FT	8	1-Mar-16	31-Aug-17	365 DAYS	YEARLY	365 DAYS	940039	CARTERSVILLE AREA	10,276		

Total Transportation Demand: 23,175 MCF

By: _____
CITY OF CARTERSVILLE

By: _____ 
SOUTHERN NATURAL GAS COMPANY, L.L.C.

Effective Date: March 1, 2016
Supersedes the previous Exhibit B

ATTEST: _____
CITY CLERK

Service Agreement No. FSNG129
Service Type Code No. 8

**Exhibit E
Third Revised
Discount Information**

Discounted Transportation Rate:

Reservation Charge of \$11.03 for 2,042 Dth per day (2,000 Mcf per day) of FT Transportation Demand. All other transportation charges, surcharges and fuel retention percentages shall be assessed at the maximum applicable rates set forth in Southern's currently effective FERC Gas Tariff applicable to Rate Schedule FT.

Discounted transportation rate effective from March 1, 2016 to August 31, 2017.

CITY OF CARTERSVILLE

SOUTHERN NATURAL GAS COMPANY, L.L.C.

Attest: _____
CITY CLERK



City of Cartersville

**City Council Meeting
3/3/2016 7:00:00 PM
Gas Department Uniforms**

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	In order to comply with federal regulations and to protect our employees we have requested and received bids to have flame resistant (FR) pants, shirts, coveralls and jackets provided for sixteen of our employees. The low bidder was G&K Services. The approximate cost of this service annually is \$16,000.00. We recommend accepting the low bid from G&K Services.
City Manager's Remarks:	Your approval of the low bid to G&K Services for gas uniforms is recommended.
Financial/Budget Certification:	This was not budgeted this year but there is enough money in the budget to cover the cost for the rest of the year. Next year the money will be budgeted.
Legal:	The City Attorney's office has approved the contract.
Associated Information:	



G&K SERVICES SERVICE AGREEMENT		73 Center Road Cartersville, GA 30121	SERVICE AGREEMENT NUMBER 999209
CUSTOMER City of Cartersville - Gas		PHONE NUMBER 770-387-5642	
ADDRESS			

This Service Agreement, including the terms and conditions set forth below and in any attached written addenda, all of which are incorporated herein by this reference (collectively, "Agreement"), is entered into by the Customer referenced above and G&K Services, Inc. or one of its affiliates or subsidiaries ("G&K"). G&K agrees to provide the services and merchandise listed in this Agreement.

G&K's Service Guarantee:

- G&K will deliver to Customer all merchandise picked-up by G&K on a regularly scheduled delivery day by the next regularly scheduled delivery day;
- G&K will clean all merchandise using high standards in laundering methods;
- G&K will inspect, repair and deliver to Customer, on the next regularly scheduled delivery day, all merchandise needing repair that can reasonably be repaired;
- G&K will deliver to Customer, on the next regularly scheduled delivery day, replacement or additional uniforms ordered of a standard size and color and which are similar size and color as those in service at Customer, provided that G&K receives the order on a regular delivery day;
- G&K will replace worn-out merchandise of a standard size and color on the next regularly scheduled delivery day with merchandise meeting G&K's high quality standards, at no additional charge to Customer, except for merchandise damaged or lost and except for garment preparation charges;
- G&K will review with Customer, Customer's account for services and merchandise as needed or upon request; and
- G&K will meet or exceed Customer's needs, and respond to any Customer service request or concern within one business day.



G&K Services enhances your company's image and safety by consistently providing superior customer service and high quality work apparel and facility products and services. Our commitment to **Service Excellence** allows you to focus on what you do best while we focus on what we do best.

As a valued customer of G&K Services, we promise you that:

Deliveries are complete, on time, and in good repair

Billing is simple, accurate, and predictable

Your needs are met promptly

If G&K fails to satisfy its Service Guarantee with respect to a particular piece of merchandise or a specific service, upon receipt of written notice from Customer, G&K will promptly undertake to correct the failure and issue Customer a credit for the specific item(s) or service(s) for the applicable service period. If G&K consistently fails to satisfy its Service Guarantee, Customer agrees to deliver written details of any failure to G&K. Upon its receipt, G&K will promptly undertake to correct any such failure, and will do so within 60 days. If G&K fails to correct the specific issue(s) within 60 days, Customer may terminate this Agreement by giving written notice of termination within 15 days after the end of such 60-day period, provided all amounts due G&K are paid, G&K's merchandise is returned to G&K in good and usable condition (excepting ordinary wear and tear), or replacement value is paid for all G&K's merchandise that is unreturned or damaged and/or Non-standard Merchandise (as identified in the table below).

MERCHANDISE/SERVICE ITEMS						
ITEM DESCRIPTION	NUMBER OF PERSONS/QTY.	INVENTORY PER PERSON/ITEM	CHARGE PER ITEM/UNIT PRICE	SERVICE FREQUENCY	CURRENT UNIT REPLACEMENT OR LOSS/DAMAGE VALUE	NON-STANDARD (✓)
FR shirt	16	13	.54	W		
FR Jean	16	13	.57	W		
FR Jacket	16	2	.46	W		
FR Coverall NOG	16	3	.70	W		

COMMENTS

AMOUNT		AMOUNT		AMOUNT	
Preparation	3.00 ✓	Outsize/Special size	35% / 35% ✓	Lockers/Soil lockers	5.00 / 5.00 ✓
Nametag	3.00 ✓	Image Guard	4.00 ✓	Auto replacement (Wipers)	7 %
Emblem	3.00 ✓	Environmental WW CHRG	8% / \$8.00 min. ✓	Auto replacement (Flat)	7 %
Direct embroidery	6.00 ✓	Energy CHRG	8% / \$8.00 min. ✓	Auto replacement (Fluff)	7 %

This Agreement shall be effective and binding on Customer as of the date of execution by Customer. The initial term of this Agreement shall be 36 months ("Initial Term") from the date of installation. Following the end of the Initial Term, this Agreement shall renew automatically and continuously for successive periods of 36 months each (each, a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the Initial Term or any Renewal Term or otherwise terminates this Agreement as provided herein.

Item # 6

Delivering Uniform Service Excellence:

SERVICE AGREEMENT NUMBER

999209

1. Customer agrees to pay all amounts invoiced by G&K under this Agreement even if Customer requests reduced or no service for a particular week or weeks. If G&K has extended credit to Customer, payment terms are net 10 days after the end of the month in which delivery was made. A late payment charge equal to the lesser of 1.5% per month or the highest rate permitted by law will be charged on any past due amounts. G&K may elect at any time to revoke credit and continue to provide merchandise or service only on a cash-on-delivery basis. Annually, G&K may increase amounts charged hereunder by up to 5% over existing amounts. G&K may also separately increase such amounts, provided that G&K will provide advance written notice to Customer in the event such separate increases are required. At any time while this Agreement is in effect, G&K will charge Customer a minimum of the greater of \$35.00 or 75% of the average weekly amounts invoiced by G&K to Customer for merchandise and service provided during (a) the first eight deliveries, or (b) any lesser period from commencement of this Agreement. Customer will also pay G&K for any of G&K's merchandise that is lost or damaged (ordinary wear and tear excepted), the price for which shall be G&K's then current replacement value.
2. All rental merchandise supplied to Customer under this Agreement remains the property of G&K. Any merchandise designated as "NOG" (or similarly) is Customer's property.
3. Customer agrees to notify G&K in writing of anything introduced onto the merchandise that may pose a health or environmental hazard or risk, or which requires unique handling, e.g., merchandise contaminated or which may be contaminated with lead or other heavy metals, bloodborne pathogens, toxic or hazardous waste or materials. G&K reserves the right not to handle or process any merchandise soiled with any such substances.
4. Absent G&K's gross negligence or willful misconduct, Customer agrees to be responsible for and hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths arising directly or indirectly from provision of merchandise, Non-standard merchandise and/or services to Customer or the use thereof by Customer or others.
5. Customer represents that it has no commitment to any other company for services, merchandise or Non-standard merchandise described in or otherwise covered under this Agreement. Customer agrees to order from G&K all of its requirements for the type of merchandise, Non-standard merchandise and services provided by G&K to Customer under this Agreement. The individual signing this Agreement for Customer is authorized (or possesses the requisite apparent or actual authority) to enter into this Agreement on Customer's behalf.
6. Upon any termination, expiration or cancellation of this Agreement for any reason, Customer will return to G&K all of G&K's merchandise in good and usable condition (excepting ordinary wear and tear) or pay G&K's then current replacement value for any such merchandise not returned or that is returned in damaged condition, will purchase at G&K's then current replacement price all Non-standard Merchandise and will pay to G&K all amounts owed under this Agreement, including all accounts receivable, plus, if applicable, the early termination fee.
7. In the event Customer fails in any of its commitments under this Agreement or files voluntary or involuntary bankruptcy or a receiver is appointed, G&K may, at its discretion, suspend its performance or terminate this Agreement upon written notice to Customer. Customer's obligations set forth in this Agreement will survive any such termination of this Agreement, as necessary.
8. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ANY MERCHANDISE, NON-STANDARD MERCHANDISE OR SERVICES ARE BEING PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE MANNER AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR SELECTING THE TYPE AND AMOUNT OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES SUPPLIED UNDER THIS AGREEMENT ARE SUPPLIED FOR GENERAL PURPOSES, EXCEPT WITH RESPECT TO MERCHANDISE OR NON-STANDARD MERCHANDISE SPECIFICALLY IDENTIFIED AS "FIRE RETARDANT," "FLAME RESISTANT" OR FOR OTHER SPECIFICALLY IDENTIFIED SPECIAL PURPOSE. CUSTOMER HAS NOT RELIED UPON ANY REPRESENTATION BY G&K OR ITS REPRESENTATIVES IN CUSTOMER'S SELECTION OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES.
9. IN NO EVENT WILL G&K'S TOTAL LIABILITY RELATED TO OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO G&K FOR THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING ANY RELATED CLAIM. UNDER NO CIRCUMSTANCES SHALL G&K BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST WAGES, REVENUE, PROFIT, OPPORTUNITY OR DATA, OR LOSS OF USE, EXEMPLARY OR PUNITIVE DAMAGES.
10. G&K reserves the right to substitute any rental merchandise with merchandise of similar likeness.
11. The Addendum to G&K Services Service Agreement shall be used to add additional merchandise or service items that do not fit onto the face of this Agreement, add additional merchandise or service items that are added after the Agreement is in effect, or to help clarify the terms of the Agreement itself.
12. No additional terms, conditions or agreements provided by Customer with any purchase order, request for service, remittance or other communication shall be binding on G&K regardless of whether signature is required.
13. This Agreement, and any claim or dispute between the parties arising from or relating to this Agreement, the parties' relationship, the services provided by supplier, merchandise or Non-standard merchandise provided by G&K will be governed by Minnesota law, or the laws of the Province of Canada in which the G&K facility servicing Customer is located, in each case, without regard to its respective conflict of laws provisions. Customer agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in the County of Hennepin, State of Minnesota, and under this mandatory provision, the courts located in Hennepin County, Minnesota shall have jurisdiction and venue over Customer for this purpose; provided, however, that with respect to Customers in Canada served by a G&K location in Canada, jurisdiction and venue shall be the Province of Canada in which the G&K facility servicing Customer is located. Any claim or dispute must be resolved only as provided herein. Prior to filing any legal proceeding in any court, the parties will first attempt in good faith to resolve the claim or dispute, including by negotiation at agreed upon time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Customer will reimburse G&K for all costs, including attorneys' fees and related expenses, incurred by G&K to enforce the obligations of Customer under this Agreement.
14. With the exception of Customer's payment obligations, any interruption of either party's usual operations, or delay or termination of service provided in this Agreement, whether by acts of God, fires, explosions, strikes, or other industrial disturbances, or any cause beyond the reasonable control of the affected party, will not be considered a breach of this Agreement, provided that the affected party promptly undertakes actions to correct the matter giving rise to any such interruption or delay.
15. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining terms and conditions will remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements between the parties. No waivers or statements made by any representative of G&K will be valid unless included in writing in this Agreement or otherwise agreed to in writing by the parties. No amendment to this Agreement will be binding unless in writing signed by the parties.
16. All notices permitted or required under this Agreement must be in writing and transmitted by nationally recognized postal service, personal delivery, a nationally recognized courier service, certified or registered mail, return receipt requested, facsimile (with confirmation) or, with respect to G&K, on Customer's invoice.
17. Customer may terminate this Agreement early for any reason, provided that Customer notifies G&K in writing prior to the effective date of any such termination, and complies with all the requirements of Section 6, including payment of an early termination fee. The early termination fee is calculated as follows: multiply the number of weeks remaining in the current term times an amount equal to 50% of the average weekly amounts invoiced by G&K to Customer during (a) the first eight deliveries by G&K to Customer, or (b) any lesser period from commencement of this Agreement. To the extent that Customer terminates this Agreement as a result of G&K's consistent failure to satisfy its Service Guarantee as set forth in this Agreement, Customer shall be required to pay G&K the amounts referenced above, excluding only the early termination fee.
18. The following applies to Non-standard Merchandise. Non-standard Merchandise consists of any flame resistant or retardant garments, high visibility garments, enhanced visibility garments, permanently embroidered garments, logo mats, or any other merchandise or service item set forth in this Agreement where the "Non-Standard" column is marked.
 - Other than flame resistant or flame retardant merchandise normally stocked by G&K, Customer agrees to purchase any Non-standard Merchandise in service or in inventory for Customer upon termination of this Agreement at G&K's then current replacement price.
 - Customer is responsible for determining whether any Non-standard Merchandise is fit for a particular purpose and suitable for Customer's intended use, or the intended use of Customer's employees or others, and Customer assumes all risk and liability whatsoever in connection therewith.
 - Customer is hereby advised by G&K that certain Non-standard Merchandise may lose its properties over time as a result of a variety of factors, including repeat launderings, use of and/or damage to the merchandise. As a result, G&K makes no representation, guarantee or warranty whatsoever, including any implied warranty of merchantability or fitness for a particular purpose, that any Non-standard Merchandise will avert or prevent any particular safety occurrences or consequences which the Non-standard Merchandise may be designed to avert or prevent, whether laundered by G&K, Customer, or third parties.
 - G&K hereby disclaims, and Customer on behalf of itself, its employees and others, acknowledges and agrees that G&K shall have no liability whatsoever relating to the Non-standard Merchandise. Further, on behalf of itself, its employees and others, Customer hereby agrees to hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths due directly or indirectly to the use, occurrences or consequences relating to the Non-standard Merchandise.

CUSTOMER AUTHORIZATION		G&K SERVICES AUTHORIZATION	
CUSTOMER SIGNATURE		PROFESSIONAL SALES SIGNATURE	DATE
PRINTED NAME		PRINTED NAME	TITLE
TITLE		G&K MGMT SIGNATURE	MGMT ACCEPTANCE DATE
DATE		G&K MGMT PRINTED NAME	TITLE

G&K SERVICES - CONFIDENTIAL

32905101-1



City of Cartersville

**City Council Meeting
3/3/2016 7:00:00 PM
Electric Department Meter Testing Program**

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department annually has a third party contractor check the accuracy of the meters to our larger Industrial and Commercial. We test approximately 55-60 meters a years. Last year we signed a contract with M&R Services, who was the low bidder, to do this work. This year we got quotes from three companies to do this work and M&R Services is again the low cost bidder. This is a Budgeted Item and e-Verify and Save Documents are available for review. The Electric Department is asking council to approve M&R Services to perform this work.
City Manager's Remarks:	Approval of the testing work with M&R Services outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	Keith Lovell approved the contract that was signed by council on 10/02/14
Associated Information:	

Electrical Meter Testing Program

Bid Tabulation

<u>Description</u>	<u>M&R Services</u>	<u>K&S Technical Services</u>	<u>HB Next Company</u>
Meter and CT Testing (price per meter)	108.00	110.00	100.00
ECG Program Administrative Charge (\$1200 Annual charge/60 meters)	0.00	0.00	20.00
Total cost to test one meter	108.00	110.00	120.00
Total cost to test 60 meters in FY15-16	6,480.00	6,600.00	7,200.00

Don Hassebrock

From: John Stein <mrsservices@mindspring.com>
Sent: Monday, February 22, 2016 3:33 PM
To: Don Hassebrock
Subject: RE: Cartersville Meter Testing

Hello Don!

My new price for Georgia Cities is \$108.00/site test.

Please let me know how many sites you want tested and I will type up a change to the contract.

Thank you,

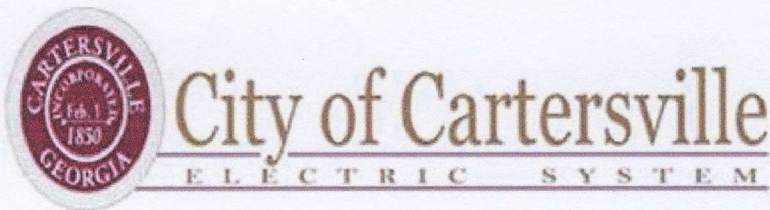
John

From: Don Hassebrock [<mailto:dhassebrock@cityofcartersville.org>]
Sent: Thursday, February 11, 2016 4:48 PM
To: John Stein (mrsservices@mindspring.com) <mrsservices@mindspring.com>
Subject: Cartersville Meter Testing

Please confirm your pricing for the meters that you plan to test starting in March.

Thanks

Don Hassebrock
Director
320 S. Erwin St.
Cartersville, GA 30120
(O) 770-387-7400





K&S Technical Services is reaching out to the utility industry to let everyone know that we have restructured our pricing for site revenue meter and CT testing.

We know this is one of the biggest cash registers for all utilities and a partnership with K&S will help **maximize** this **revenue**.

K&S offers skilled technicians with over 40 years of combined experience.

The use of our technicians and equipment will also reduce the amount of time to obtain test results that provide assurance for accurately billing customers.

We have changed our per site pricing structure to be based on volume to bring you bigger savings.

The new pricing structure is available for the following per site volume:

- **0-100 \$110.00**
- 101-225 \$ 99.00
- 226+ \$ 88.00 *Biggest savings and value for your budget.*
 - * Use of a bucket truck \$15 per site.
 - * Use of load injection on no load sites \$25 per site

All pricing is based on customers' needs and the number of sites to be tested.

Contact us today to create a plan specific for your needs.

As always, K&S Technical Services has a 100 % satisfaction guarantee with safe and accurate results.

I would greatly appreciate the opportunity to meet with you and discuss many of our other services and to answer any questions you may have.

***DISCLAIMER: CONFIDENTIALITY NOTICE TO RECIPIENT This email (including

attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, is confidential and may be legally privileged (including, without limitation, attorney-client privilege). If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please delete this immediately

Don Hassebrock

From: Jonathan Leake <JLeake@ecoga.org>
Sent: Thursday, February 11, 2016 11:32 AM
To: Don Hassebrock
Subject: RE: Meter Testing
Attachments: report_4717.pdf

Don,

That's correct on pricing from HB Next – it is \$100 per meter through ECG which would require subscription to the Meter Testing program which is approximately \$1200 for the year. I have attached a sample report for a single location. This is for the meter and CT at a particular site. HB Next provides a hard copy report for all the sites which includes these detail sheets, a summary sheet, and an Issues Found report. Each customer is also given a login on their website to view your test results for each site. The list is comprehensive, so it allows you to view the same site across multiple years.

If you have any questions, please let me know.

Thanks,

Jonathan

Jonathan Leake | Project Manager
 o. 770.661.2849 | c. 404.291.5207 | jleake@ecoga.org
 1470 Riveredge Parkway Atlanta, GA 30328 | ecoga.org



Please consider the environment before printing this email.

From: Don Hassebrock [<mailto:dhassebrock@cityofcartersville.org>]
Sent: Thursday, February 11, 2016 11:16 AM
To: Jonathan Leake
Subject: Meter Testing

Jonathan, as I mentioned I am putting together a proposal for council for meter testing and I have two bid prices, one from K&S Technical Services and one from M&R Meter Testing. Did you say that HB Next submitted a bid for 100.00 per meter which does not include \$1200 annual fee to ECG for this service?

Thanks

Don Hassebrock
 Director
 320 S. Erwin St.
 Cartersville, GA 30120
 (O) 770-387-7400

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

CONTRACT FOR: METERING TESTING SERVICES

DATE: 10 / 2 / 2014

This Contract shall be between the Purchaser:

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

hereinafter called the "Purchaser,"

and the Contractor:

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

hereinafter called the "Contractor"

ARTICLE 1: SCOPE OF WORK/SERVICES TO BE PROVIDED

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

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

ARTICLE 2: INFORMATION TO BE PROVIDED BY PURCHASER

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

Item # 7

ARTICLE 3: ACCESS RIGHTS TO BE PROVIDED BY PURCHASER

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

ARTICLE 4: CONTRACT DURATION

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

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

ARTICLE 5: PRICING and PAYMENT

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

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

ARTICLE 6: COMPLIANCE WITH LAWS

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

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

ARTICLE 7: CONTINGENCY

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

ARTICLE 8: BUSINESS LICENSE/OCCUPATIONAL LICENSE

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

ARTICLE 9: INSURANCE AND INDEMNIFICATION

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

A. INSURANCE

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

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

Contractor shall name Purchaser as an additional insured upon request.

B. INDEMNIFICATION

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

ARTICLE 10: RELATIONSHIP OF PARTIES

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

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

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

ARTICLE 11: LIMITATIONS OF LIABILITY

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

ARTICLE 12: REMEDIES

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

ARTICLE 13: CONFLICT OF LAWS

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

ARTICLE 14: NOTICES

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

To Purchaser:

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

To Contractor:

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

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

ARTICLE 15: MODIFICATIONS

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

ARTICLE 16: SEVERABILITY

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

ARTICLE 17: ENTIRE AGREEMENT

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

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

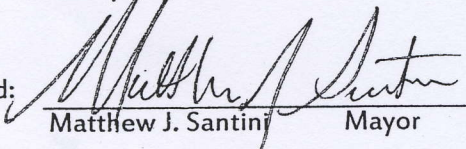
IN WITNESS WHEREOF we have executed the agreement on the date written above.

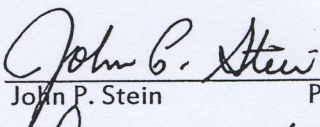
Purchaser: City of Cartersville

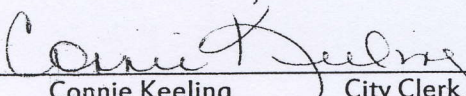
Contractor: M & R Services, Inc.

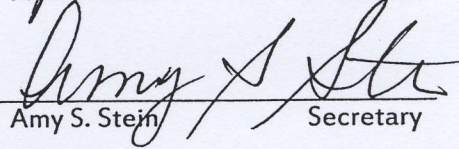
Date: 10/2/14

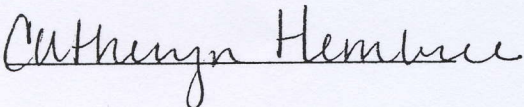
Date: 9/3/14

Approved: 
Matthew J. Santini Mayor

Approved: 
John P. Stein President

Attest: 
Connie Keeling City Clerk

Attest: 
Amy S. Stein Secretary

Witness: 

Witness:  9/3/14

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

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

Meter Testing

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

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

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

Instrument Transformer Testing

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

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

Item # 7

EXHIBIT A (continued)

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

Record site/test information

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

Record/verify meter information, etc.

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

Record per phase readings

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

Perform meter test

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

Record current & potential transformer data

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

Perform current & potential transformer tests

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

Perform final inspection

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

Site evaluation (documented on report printout)

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

Item # 7

EXHIBIT B

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

List of Sites Tested

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

General Observations

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

Lists of Findings/Miscellaneous

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

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

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

List of Calibrations

- list of meters that were calibrated or adjusted

Sites Out of Specification

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

Sites Within Specification

- typewritten test printouts of sites that were within specification

Original Handwritten Reports

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

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

Item # 7



City of Cartersville

**City Council Meeting
3/3/2016 7:00:00 PM
1000Kw Generator Service**

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	In 1999, two Caterpillar (CAT) generators were purchased as a backup power supply for the water pollution control plant (WPCP). Since then, we have done "light" maintenance such as changing filters, belts, hoses and fluids. During the last monthly exercise of the 1000Kw generator, an alarm showed failures of the standby battery charging system and water jacket heaters. Yancey Power Systems was contacted to diagnose the problem and propose repairs. They are the CAT factory authorized repair representative for this area. Yancey proposes a cost of \$7,351.85 which includes the following scope of work: · Replace standby charging system · Replace all water jacket heaters · Replace space heaters · Adjust valves · Replace all cooling system hoses · Replace coolant I recommend approval of the proposal from Yancey Power Systems in the amount of \$7,351.85. This will be paid from account 505.3330.52.2361 – Maintenance to WPCP.
City Manager's Remarks:	Your approval of the bid from Yancey Power in the amount of \$7,351.85 is recommended.
Financial/Budget Certification:	This will be paid from account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE
30120-1390

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	EMAIL
903072	MR BART SEARS	770.548.7737		bsears@cityofcartersville.org
ESTIMATE NO.	P.O. NO.	DATE	WORK ORDER NO.	
43771		Jan 08, 2016		
MAKE	MODEL	SERIAL NO.	UNIT NO.	
AA	3508B	4GM00403		0
NOTES				

SEGMENT: 01	()	7,351.85
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Total Segments	7,351.85
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Sub Total (before taxes)	7,351.85
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- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30
- Sales Taxes where applicable are not included with the above prices.

ESTIMATED REPAIR TIME: _____ **from start date**
"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ **Please Print**

Date ____ / ____ / ____.

Any questions? Please call Robin Lockard at 404-772-8236. Fax Number 770-941-7035.

Signature

Item # 8



City of Cartersville

City Council Meeting
3/3/2016 7:00:00 PM
WPCP: Secondary Screw Pump #1 Bottom Bearing

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The bottom bearing in the #1 secondary screw pump failed about two weeks ago rendering the pump inoperable. We were able to make repairs immediately because a spare bearing was on the shelf. If we did not have the spare, we would have been without 10 million gallons of pump capacity for a minimum of 6 weeks leaving us vulnerable to high flows during heavy rains. I would like to order a replacement spare bearing to insure we maintain our inventory of critical spares on “has to work” equipment. This is a sole source part that is only available from the original manufacturer. The total cost with shipping is \$12,250 from Evoqua Water Technologies. This will be paid from operating revenue through account 505.3330.52.2361 – WPCP Maintenance.
City Manager's Remarks:	Your approval of the replacement spare bearing in the amount of \$12,250 from Evoqua Tech is recommended for your approval.
Financial/Budget Certification:	This will be paid from operating revenue through account 505.3330.52.2361 WPCP Maintenance.
Legal:	
Associated Information:	



eVOQUA
WATER TECHNOLOGIES

Evoqua Water Technologies LLC

1828 Metcalf Avenue

Thomasville, GA 31792

Quote # 12878-R1

Date: 1/15/2016

To: Bart Sears/ City of Cartersville, GA

Phone: 770-387-5816/ 770-548-7737

Fax:

From: Fergus Robinson

email:

Sales Quote

Validity: 30 days

Freight PPD & Add

Returns: There is a 25% restocking fee
on all returned parts.

Replacement parts for Evoqua

Evoqua Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	1	W3T213805	Lower Bearing Assembly Without Stand 38 Degrees #3200-4806-02	\$11,750.00	EA	\$11,750.00	6-8 Weeks
			Freight			\$500.00	
			Job # P00008				
			Total Sale Price			\$12,250.00	

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email Fergus.Robinson@evoqua.com

We now accept Visa, Mastercard, & American Express for your convenience

THIS TRANSMISSION CONTAINS CONFIDENTIAL INFORMATION INTENDED FOR USE ONLY BY THE ABOVE NAMED RECIPIENT. READING, DISCUSSING, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE NAMED RECIPIENT OR HIS OR HER EMPLOYEES OR AGENTS. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE US POSTAL SERVICE.

Item # 9

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

Item # 9

(May 2015)

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



NOTE: Any order resulting from this quote is subject to the terms and conditions attached and acceptance by Evoqua. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

Accepted by Buyer:

Acknowledged by Seller: Evoqua Water Technologies, LLC

Signed

Signed

Printed Name

Printed Name

Title

Title

Date

Date

CONTRACTOR NOTE: This Quote by Evoqua Water Technologies LLC (Evoqua) is further contingent upon such things as: (i) resolution of mutually acceptable payment terms; (ii) Evoqua's satisfactory completion of an anti-corruption due diligence review; and (iii) written agreement specifically acknowledging acceptance of terms and conditions mutually agreed upon by parties.



City of Cartersville

City Council Meeting
3/3/2016 7:00:00 PM
Spare Flygt Mixer for Premix

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The water pollution control plant (WPCP) Premix basin has room for six Flygt compact submersible mixers. We currently are running only four due to failures in the past that were not repaired or replaced. These mixers run 24/7 and are crucial to keeping incoming waste moving through the anoxic zone of the premix tanks. A recent failure of one of these mixers demonstrated that the remaining three are not adequate for an extended period of time. I would like to purchase a spare mixer to be installed in one of the two empty slots to serve as a backup in the event we have another failure while only running four mixers. This is a sole source item only available from Xylem (Flygt). Their proposed cost for a single unit is \$14,031.90. I recommend approval of Xylem (Flygt) proposal in the amount of \$14,031.90. This item will be paid for through account number 505.3330.52.2361 – Maintenance to WPCP
City Manager's Remarks:	Approval of the bid from Xylem in the amount of \$14,031.90 is recommended.
Financial/Budget Certification:	This item will be paid for through account number 505.3330.52.2361 Maintenance to WPCP
Legal:	
Associated Information:	



Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2015-ATL-0452

Date: 12/30/2015

Page 3 of 4

Tag #: 5339

JobName:

Product Replacement

Product Number: 4650.412-0267

Estimated Delivery: 0 Weeks

Cost of New Unit: \$14,031.90

Description:

Flygt Model SR-4650 Submersible Mixer, Stainless steel (ASTM 304), equipped with a 460 Volt / 3 phase / 60 Hz 8.3 HP 580 RPM motor, Prop 3" with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of payment: 100% N30 after invoice date.

Delivery is not included in this repair estimate – please select mode of shipment from list below: _____Ship via ground transportation, PP/Add Actual Surcharge to invoice _____Please call _____ when ready for pick up, no additional charge to invoice _____ Please call _____ when ready for delivery/installation. An additional charge of _____ will be added to invoice.

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Mike Ventry

Phone: 678-804-5708

Fax: 770-932-4321

Email: mike.ventry@xylem.com



Flygt Products
90 Horizon Drive , Suwanee GA 30024
PH: (770) 932-4320
FX: (770) 932-4321





Item # 10



City of Cartersville

City Council Meeting

3/3/2016 7:00:00 PM

Material for Water/Sewer improvements Related to Park Bond Projects

SubCategory:	Bid Award/Purchases																								
Department Name:	Parks and Recreation																								
Department Summary Recommendation:	Cartersville Water Department received quotes for Dellinger Park water and sewer improvements. These improvements are all related to the proposed new buildings and improvements to existing pool area. These improvements not only are needed because of an aging infrastructure at Dellinger Park but because of the diligence of water department a savings of an estimated \$25,000.00 to \$30,000.00 will be realized, just by water department adding a man-hole there by allowing Loss & Associates to change the sewer design. Cartersville Water Department has committed to installing this items and their plan is to begin/finish and be out of the way before a contractor begins on the buildings. I recommend the low bid from Consolidated Pipe and Supply Company, Inc. in the amount of \$13,967.93 for this park bond budgeted item. Bid – Water/Sewer Material Park Bond Projects <table><thead><tr><th></th><th>Administrative</th><th>Shelter Restrooms</th><th>Existing Adm. & Pool</th><th>Tennis Center</th><th>Total</th></tr></thead><tbody><tr><td>HD Supply Waterworks Acworth GA</td><td>\$5,558.42</td><td>\$4,933.10</td><td>\$1,549.00</td><td>\$2,048.00</td><td>\$14,088.52</td></tr><tr><td>Kendall Supply Kennesaw GA</td><td>\$6,030.95</td><td>\$5,031.15</td><td>\$1,589.00</td><td>\$2,303.15</td><td>\$14,954.25</td></tr><tr><td>Consolidated Pipe & Supply Kennesaw GA</td><td>\$5,481.30</td><td>\$4,938.93</td><td>\$1,512.70</td><td>\$2,035.00</td><td>\$13,967.93</td></tr></tbody></table>		Administrative	Shelter Restrooms	Existing Adm. & Pool	Tennis Center	Total	HD Supply Waterworks Acworth GA	\$5,558.42	\$4,933.10	\$1,549.00	\$2,048.00	\$14,088.52	Kendall Supply Kennesaw GA	\$6,030.95	\$5,031.15	\$1,589.00	\$2,303.15	\$14,954.25	Consolidated Pipe & Supply Kennesaw GA	\$5,481.30	\$4,938.93	\$1,512.70	\$2,035.00	\$13,967.93
	Administrative	Shelter Restrooms	Existing Adm. & Pool	Tennis Center	Total																				
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Consolidated Pipe & Supply Kennesaw GA	\$5,481.30	\$4,938.93	\$1,512.70	\$2,035.00	\$13,967.93																				
City Manager's Remarks:	The bid of Consolidated Pipe for park water/sewer work is recommended.																								
Financial/Budget Certification:	This will be paid from the GO Park bond funds.																								
Legal:																									
Associated Information:																									

Cover Memo

Item # 11

	Administrative	Shelter Restrooms	Existing Adm. & Pool	Tennis Center
HD Supply Waterworks Acworth GA	\$5,558.42	\$4,933.10	\$1,549.00	\$2,048.00
Kendall Supply Kennesaw GA	\$6,030.95	\$5,031.15	\$1,589.00	\$2,303.15
Consolidated Pipe & Supply Kennesaw GA	\$5,481.30	\$4,938.93	\$1,512.70	\$2,035.00

Total

\$14,088.52

\$14,954.25

\$13,967.93



City of Cartersville

City Council Meeting

3/3/2016 7:00:00 PM

Change-Order - Pettit Creek Trail phase 3 - Southland Engineering & CSX

SubCategory:	Change Order
Department Name:	Parks and Recreation
Department Summary Recommendation:	A change-order has been presented by Southland Engineering for needed and/or required changes/additions related to the engineering and design of the Pettit Creek Trail phase III. This change-order was mostly prompted by increased environmental – ecological required changes and having to change trail design due not being allowed at-grade crossings by CSX railroad. I have attached Southland’s letter and itemized breakdown of the needed change-order. Southland Engineering’s total requested change-order amount is \$43,611.00 Also included with this agenda item is an Engineering Services agreement with CSX Railroad for the purpose of CSX reviewing and advisement for 2-at-grade crossings at existing CSX road crossings (Mission Road & Burnt Hickory Road) and for the proposed trail crossing under the CSX trestle at the convergence of Pettit Creek and Nancy Creek. I have attached CSX’s Preliminary Engineering agreement and their itemized budget. CSX’s required engineering services agreement is \$18,590.00 I recommend the change-order from Southland Engineering and the Engineering Services agreement with CSX railroad. The Pettit Creek phase III trail project is funded through the recently passed Park Bond.
City Manager's Remarks:	The change order outlined above with Southland is recommended for your approval.
Financial/Budget Certification:	This will be paid from the GO Park bond funds.
Legal:	
Associated Information:	



February 22, 2016

Greg Anderson

Park and Recreation Director

City of Cartersville

ganderson@cityofcartersville.org

Dear Mr. Anderson,

We thank you for taking time to discuss the Pettit Creek Trail Phase III with Southland Engineering.

The project is designed by the City through a Transportation Enhancement Grant administered through GDOT using federal funds with the local match. The project has policies, directive and scheduling that come directly from GDOT and CSX railroad. We have encountered, over the course of design, some policy changes and directives as well as the redesign to go below the CSX railroad bridge with the trail as an at-grade crossing was not feasible. These changes have created a change in our original estimate in 2012.

During the elapsed time the changes beyond our original scope and our control were due to policy changes or directives from CSX in the coordination of the railroad crossing. Part A below is a compiled list of changes, descriptions and hours involved in performing additional work that has been completed. Part B is a proposed change that will be required to modify the plans or to let the project. Part C. will be the additional services to complete the Environmental document that has been submitted by Ecological Solutions. Part D. Will be an expense to the City that will include an Engineering Services Agreement that will be executed between the City and CSX Railroad in the Amount of \$18,590. The amount will not be included in the change order request.

A. Project Change of Scope that are complete

1. Additional Survey required to go under bridge – This work was necessary to determine if the passage could be designed under the Pettit Creek CSX RR Bridge.

60 Hours @ \$60 / hr

2. Change Redesign of Trail to go below the CSX RR Bridge – This work was necessary to design the trail under the CSX RR Bridge including the design of plan, profile, cross sections, wall and typical width of trail. This also required coordinating with CSX RR as well as the canopy manufacturer.

80 Hours @ \$65 / hr



B. Project Change of Scope that will need to be completed

1. Complete CLOMR – The CLOMR is required to pass beneath the CXS RR Bridge and will require a Competed FEMA application and requires coordination and approval with Fish and Wildlife.

60 Hours

40 @ \$95 / hr

20 @ \$65 / hr

2. Complete Design Items which included items such as canopy design, Porous Concrete, structural and wall plans, Z-Gates, and additional RR Coordination Hours.

92 Hours

30 @ \$95 / hr

62 @ \$65 / hr

3. Coordinate with additional environmental changes.

10% X \$20,756 = \$ 2075

C. Project Change of Scope – Environmental – Ecological Solutions

Note: There is a remaining amount of \$6,380.64 in the original contract. These funds are in addition to the remaining amount.

1. Bat Survey- This study is required by GDOT

LUMP SUM - \$1,525.00

2. Aquatic Protected Species Report.

LUMP SUM - \$5,500.00

3. Ecological Resource Survey Report – This will be used to determine impacts based on the new design prepared by Southland Engineering.

LUMP SUM - \$3,000.00

4. Categorical Exclusion (CE) – This is to complete the NEPA approval process.

LUMP SUM - \$3,240.00

5. USACE Section 404 and EPD Permitting – Because of the proposed alignment beneath the CSX RR Bridge. A Local variance application is not included.

LUMP SUM – \$7,500.00



D. Project Cost – CSX Railroad

1. An Engineering Agreement will required between the City of Cartersville and CSX Railroad in the amount of \$18,590 to cover the expenses of reviewing and advising the two at grade crossings at existing Road Crossings and the review of the path crossing below the CSX RR Pettit Creek Bridge. This amount **WILL NOT** be included in this change order request.

COST - \$18,590

E. Change Order Request Fee's

Southland Engineering is proposing a change order fee adjustment to cover the additional scope of work required by directives, policy changes, and CSX RR requirements in Part A that has been completed and for the revision due to the reasons mentioned above. Our proposal is to provide the city with the lowest court possible without incurring loss on the project. This would be to cover the employees cost in hours incurred and hard costs from the consultant.

Items Under Part A

Southland Engineering Change Order Fee..... 140 hrs

60 @ \$60 / hr = \$3,600

80 @ \$65 / hr = \$5,200

Subtotal = \$8,800

Items Under Part B

Southland Engineering Change Order Fee..... 152 hrs

70 @ \$95 / hr = \$6,650

82 @ \$65 / hr = \$5,330

Lump Sum = \$2,075

Subtotal = \$14,055

Items Under Part C

Ecological Solutions Change Order Fee..... LUMP SUM

Subtotal \$20,756



Items Under Part D – Separate Agreement between the City and CSX RR – NOT included in Southland Engineering’s Request

CSX RR Engineering Agreement..... LUMP SUM

Subtotal \$18,590

F. Proposal Acceptance

We are pleased to be working with the City on this project and look forward to a long continued relationship in providing excellent service for your engineering and planning needs.

Please review our proposal for the Change Order and if there are any questions please do not hesitate to contact me

Sincerely

Accepted by:

Printed Name

Karl Lutjens, P.E.

Signature

Date



Hourly Billing Rates

Engineering Services

Principal	\$ 125.00 / hr
Senior Engineer / Project Manager / Structural (5-6)	\$ 95.00 / hr
Staff Engineer (3-4)	\$ 75.00 / hr
Engineering Technician (1-2)	\$ 65.00 / hr
CADD Tech	\$ 45.00 / hr
Landscape Architect	\$ 65.00 / hr
Construction Manager	\$ 65.00 / hr
Construction Inspector	\$ 45.00 / hr
Administrative	\$ 25.00 / hr

Surveying Services

Registered Land Surveyor	\$ 60.00 / hr
Survey Technician	\$ 45.00 / hr
2-Man Crew	\$ 115.00 / hr
3-Man Crew	\$ 125.00 / hr

Project: Pettit Creek Phase III Path
 Cartersville, Bartow Co., GA
 DOT No. 918560W & 639338E
 RRMP SGC-638.39 & SGC-639.47
 Atlanta Division, Cartersville Sub-Division

CSXT OP# _____

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and **Bartow County** a body corporate and political subdivision of the State of **Georgia** (“Agency”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Pettit Creek Phase III Path across CSXT in Cartersville, Bartow Co., GA, located at Railroad Milepost SGC-638.39 & SGC-639.47, DOT Crossing No. 918560W & 639338E** (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

Project: Pettit Creek Phase III Path
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CSXT OP# _____

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 3.2.

 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$18,590.00** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

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CSXT OP# _____

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized

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overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
 500 Water Street, J301
 Jacksonville, Florida 32202
 Attention: Director Project Management – Public Projects

If to Agency: _____

 Attention: _____

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
10. Applicable Law. This Agreement shall be governed by the laws of the **State of Georgia**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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CSXT OP# _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

BARTOW COUNTY, GEORGIA

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____

Project: Pettit Creek Phase III Path
 Cartersville, Bartow Co., GA
 DOT No. 918560W & 639338E
 RRMP SGC-638.39 & SGC-639.47
 Atlanta Division, Cartersville Sub-Division

CSXT OP# _____

CSXT Schedule PA

(Advance Payment – Preliminary Engineering Agreement)

PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section 3.3 of the Agreement dated _____, 20____, between Agency and CSXT.

1.) A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.
P. O. Box 116651
Atlanta, GA 30368-6651

2.) Email a copy of the payment and this form to: joseph.schofield@arcadis-us.com

(All information below to be completed by Agency providing Payment)

<u>Check Payment Being Enclosed</u>	<u>Payment Due Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
☐	_____	_____	_____
☐	_____	_____	_____

Date: _____

By: _____

 Name: _____

 Title: _____

 Phone: _____

 Email: _____

CSX TRANSPORTATION, INC. FORCE ACCOUNT ESTIMATE

Page 1

ACCT. CODE : 709 -

ESTIMATE SUBJECT TO REVISION AFTER:		8/26/2015	DOT NO.: 918560W, 639338E
CITY: Cartersville	COUNTY: Bartow		STATE:
DESCRIPTION: Preliminary engineering fee estimate in support of Pettit Creek Phase III path construction across CSXT at three locations			
DIVISION: Atlanta	SUB-DIV: Cartersville		MILE POST: SGC-638.39, 639.47
AGENCY PROJECT NUMBER: PI# 0010700			

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services (CSXT in office)	\$	2,000
212 Contracted & Administrative Engineering Services (CSXT signal assistant)	\$	2,000
212 Contracted & Administrative Engineering Services (ARCADIS, see attached)	\$	12,900
Subtotal	\$	16,900

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services	\$	-
Subtotal	\$	-

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)	\$	-
050 Labor (Foreman/Inspector)	\$	-
070 Additive (Transportation Department)	\$	-
050 Additive (Engineering Department)	\$	-
230 Per Diem (Engineering Department)	\$	-
230 Expenses	\$	-
Subtotal	\$	-

SIGNAL & COMMUNICATIONS WORK: (Details Attached)

\$ -

TRACK WORK: (Details Attached)

\$ -

PROJECT SUBTOTAL

\$ 16,900

900 <u>CONTINGENCIES:</u>	10.00%	\$	1,690
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GRAND TOTAL	*****	\$	18,590
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DIVISION OF COST:

Agency	<u>100.00%</u>	\$	18,590
Railroad		\$	-
TOTAL	*****	\$	18,590

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:

Schofield, ARCADIS

Approved by:

CSXT Public Project Group

DATE: 2/27/2015

REVISED:

DATE:

Item # 12

Project Summary Sheet

ESTIMATE FOR PRELIMINARY ENGINEERING SERVICES

Date: **February 26, 2015**
 Location: **Cartersville, Bartow Co., GA**
 Milepost: **SGC-638.39 & SGC-639.47**
 DOT Number: **918560W & 639338E**
 Description: **Pettit Creek Phase III path construction across CSXT at three locations**

OP Number: _____
 GEC Number: _____
 RailDOCS No.: _____



-----PRELIMINARY ENGINEERING LABOR COST CALCULATOR-----

Task	Sr. RR Eng. (\$188/ hr.)	Prgm. Admin. (\$160/ hr.)	Sr. Engineer II (\$120/ hr.)	Sr. Engineer I (\$105/ hr.)	Clerical (\$69/ hr.)
PE Project file setup, project initiation, RailDOCS and financial setup	1	1	2	2	1
Generate PE cost estimate and Agreement with routing of Agreement			1	2	
Site Assessment and reporting, with travel and related communications			4	8	
Coordination with CSXT Property Services for easements, property rights, and compensation			4	1	
Handoff and design coordination with CSXT signal assistant			2	2	
PE review of preliminary plans and coordination with CSXT and Sponsor			4	12	1
PE review of revised preliminary plans and coordination with CSXT and sponsor			3	8	1
PE review of final plans and coordination with CSXT and sponsor			2	6	1
Generate detailed construction estimate and PE approval letter	1		2	4	
Generate construction Agreement with routing of the Agreement			1	2	2
Ongoing project admin., accounting, and oversight (Assume 12 months of active PE)	6	12			12
Total Hours	8	13	25	47	18
Total Cost by Staff	\$1,504.00	\$2,080.00	\$3,000.00	\$4,935.00	\$1,242.00
	Subtotal ARCADIS Labor				\$12,761.00

-----SUMMARY OF EXPENSES (NON-LABOR DIRECT COSTS)-----

ITEM	Quant.	Unit Price	TOTAL
Postage / Shipping			\$20.00
Mileage from <u>Atlanta</u> office, two-way = 72.0 mi.	1 trip(s)	0.560	\$40.32
Per Diem - meals	1 meal(s)	\$15.00	\$15.00
Reproduction and unknowns			\$63.68
	Subtotal Expenses		\$139.00
	TOTAL ESTIMATED PROJECT FEE		\$12,900.00